

**CITY OF CRAIG
COUNCIL AGENDA
SEPTEMBER 5, 2024
COUNCIL CHAMBERS 6:30 PM**

ROLL CALL

Mayor Kasey Smith, Hannah Bazinet, Shauna Thomas, Josh Bennett, Michael Kampnich, Chanel McKinley, Millie Schoonover

CONSENT AGENDA

Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed and placed on the regular meeting agenda.

- Meeting minutes of August 1, 2024
- Meeting minutes of August 15, 2024
- Ordinance 782, Requiring a City of Craig Business License

HEARING FROM THE PUBLIC

- Letter from Aaron Bean
- Letter from HOPE

REPORTS FROM CITY OFFICIALS

Mayor	City Planner	Public Works
Administrator	Fire/EMS Coordinator	Parks & Public Facilities
Treasurer	Harbormaster	Recreation
City Clerk	Police Chief	Library

READING OF CORRESPONDENCE

- Alaska Delegation Celebrates Ninth Circuit Ruling Defending Southeast Troll Salmon Fishery
- Planning for Regional CQE in Southeast Alaska

CONSIDERATION OF RESOLUTIONS AND ORDINANCES

UNFINISHED BUSINESS

- Title 16 Discussion

NEW BUSINESS

- Donation Request for CMS Athletic Program
- Survey and Appraisal Appropriation Related to Land Sale/Exchange with Robert Anderson
- Appointment of Election Judges and Set Compensation
- Island Daycare Lease/Craig Daycare Center Discussion Memo
- Jail Fund Appropriation
- Discussion on PRO Housing Grant
- Waterfall Resort Access Permit Discussion
- School District Capital Funding

EXECUTIVE SESSION

- Executive Session for the Purpose of Consulting with the City Attorney Regarding Terms of a Sale of City Land to the Craig Tribal Association

NEW BUSINESS (CONTINUED)

- Consider Final Sale Agreement to the Craig Tribal Association

COUNCIL COMMENTS

ADJOURNMENT

To provide public comment to the council remotely, contact the Craig City Clerk at cityclerk@craigak.com, before 5:00 p.m. by the day of the council meeting.

**CITY OF CRAIG
MEETING MINUTES
AUGUST 1, 2024**

ROLL CALL

Mayor Kasey Smith called the meeting to order at 6:30 pm. Present were Hannah Bazinet, Shauna Thomas, Josh Bennett, Michael Kampnich, and Chanel McKinley. Millie Schoonover was excused.

CONSENT AGENDA

Meeting minutes of July 11, 2024

KAMPNICH/THOMAS

Motion to adopt the consent agenda

MOTION CARRIED UNANIMOUSLY

HEARING FROM THE PUBLIC

Ordinance 777, Sales Tax Rate Ballot Proposition
Ordinance 778, Sale of City Owned Property to AP&T
Ordinance 779, Burn Pit and Open Burn Regulations
Ordinance 780, Sale of City Property to Robert Anderson

Bob Anderson provided the council with an image of an aerial view of the property he applied to purchase. Mr. Anderson stated that he would like to alleviate the parking issue by Taquan Air.

Butch Bickler spoke on behalf of AP&T regarding their land purchase request. He stated they have been good stewards to the land and AP&T would like to expand, providing more value to the City of Craig. Council Member Mike Kampnich inquired about the size of the lot they currently lease, and Mr. Bickler stated about 23,000 square feet and their infrastructure takes up about half of that lot.

REPORTS FROM CITY OFFICIALS

Mayor Kasey Smith reported that he will be meeting with representative from Senator Murkowski's office. He also introduced new City Hall staff.

Brian Templin, City Administrator, shared his recent return from vacation. Brian reported a meeting with the CTA regarding the land sale, and a new preliminary plot will be done by the Planning Commission. Brian informed the council of a citizen initiative going around for signatures right now to get voter approval on land sales of Cannery property. He stated the initiative application was reviewed by the lawyer and the petition book was issued.

Kimber Mikulecky, Finance Director, submitted a written report.

Mary Salazar, City Clerk, submitted a written report.

Alan Lanning, Planner, submitted a written report.

Venessa Richter-Russell, EMS, submitted a written report.

Hans Hjort, Harbormaster, submitted a written report. Council Member Josh Bennett asked if the code enforcement officer is in charge of parking violations at the harbor and Chief Ely responded yes, but only three days a week because he is also responsible for covering dispatch part time. Council Member Bennett also inquired about the lease at the old fuel building and Brian Templin responded that he would need to look into that.

RJ Ely, Chief of Police, submitted a written report. Chief Ely reported that a new officer is in town temporarily and he has +19 years of experience. Council Member Shauna Thomas inquired about overnight parking at Cannery Point and Chief Ely stated anyone can call it in when they see it. Council Member Thomas also inquired about the parking lot by Alaskan Echo and Chief Ely responded that part of that parking lot is overnight.

Oliver Lewis, Public Works/Parks & Recreation, submitted a written report. Mayor Smith inquired about adding a “Do Not Enter” sign near Dockside. Council Member Bennett inquired about the wood boiler and Oliver responded that it could hold five loads of chips, but there is an issue with storing them. He stated those five loads get used up in four days and they need to figure out temporary storage for dry chips.

Gretchen Klein, Recreation Director, submitted a written report.

Stephanie Merritt, Librarian, submitted a written report.

CONSIDERATION OF RESOLUTIONS AND ORDINANCES

Ordinance 777, Sales Tax Rate Ballot Proposition

MCKINLEY/BENNETT	Motion to amend the ordinance to pick the second option
	MOTION CARRIED UNANIMOUSLY
KAMPNICH/BENNETT	Motion to adopt Ordinance 777 as amended
	MOTION CARRIED UNANIMOUSLY

Ordinance 778, Sale of City Owned Property to AP&T

KAMPNICH/BAZINET	Motion to adopt Ordinance 778
	MOTION PASSED (4-1)

Ordinance 779, Burn Pit and Open Burn Regulations

BENNETT/MCKINLEY	Motion to adopt Ordinance 779
	MOTION CARRIED UNANIMOUSLY

Ordinance 780, Sale of City Property to Robert Anderson

MCKINLEY/KAMPNICH	Motion to adopt Ordinance 780
	MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

City and SSI Memorandum Draft Review- The council gave staff a directive to send the MOU draft to SSI as is.

COUNCIL COMMENTS

ADJOURNMENT

A motion was made and seconded to adjourn the meeting at 7:36 pm.

BENNETT/BAZINET

MOTION CARRIED UNANIMOUSLY

KASEY SMITH
MAYOR

MARY SALAZAR
CITY CLERK

**CITY OF CRAIG
MEETING MINUTES
AUGUST 15, 2024**

ROLL CALL

Mayor Kasey Smith called the meeting to order at 6:30pm. Shauna Thomas, Josh Bennett, Michael Kampnich, and Chanel McKinley were present. Millie Schoonover and Hannah Bazinet were excused.

CONSENT AGENDA

Ordinance 775, Lease of Tract D-1
MCKINLEY/THOMAS

Motion to adopt the consent agenda
MOTION CARRIED UNANIMOUSLY

HEARING FROM THE PUBLIC

Ordinance 775, Lease of City Owned Property at Tract D-1, Crab Cove to James Seley
Resolution 24-14, Appointment of Kelsye Lopez as Clerk Pro-Tem

Richard Trojan made a public comment at the meeting regarding a re-application process for the land lease as well as discuss his concerns on funding for pollution insurance that is required for the land.

Summer Kohler made a public comment announcing that she is the owner of the POW Electronics Store here in Craig and is asking for support on their new proposal. Summer mentioned that her husband and her would like to turn the old basketball court into an RC course in hopes to encourage children to engage in more activities. The overall takeaway they would like to achieve from this is to bring growth within the community.

CONSIDERATION OF RESOLUTIONS AND ORDINANCES

Ordinance 775, Lease of City Owned Property at Tract D-1, Crab Cove to James Seley
No motion was made
ORDINANCE DID NOT PASS

Resolution 24-14, Appointment of Kelsye Lopez as Clerk Pro-Tem
KAMPNICH/MCKINLEY
Motion to adopt Resolution 24-14
MOTION CARRIED UNANIMOUSLY

UNFINISHED BUSINESS

Tract D-1 and D-2, Crab Bay Development
BENNETT/KAMPNICH
Motion to plan a city comprehensive plan for development on the land. Placed on hold for further discussion.
MOTION CARRIED UNANIMOUSLY

NEW BUSINESS

Tract D-1 and D-2, Crab Bay Development Open Discussion
CMC Title 16 Introduction and Open Discussion
Stewart/Bergeron Lease of Tract D, Crab Bay
Prince of Wales Electronics – RC Course Discussion

COUNCIL COMMENTS

ADJOURNMENT

A motion was made to adjourn the meeting at 7:52pm.

BENNETT/KAMPNICH

MOTION CARRIED UNANIMOUSLY

KASEY SMITH
MAYOR

KELSYE LOPEZ
CITY CLERK PRO-TEM

**CITY OF CRAIG
MEMORANDUM**

To: Craig Mayor and City Council
From: Brian Templin, City Administrator
Date: August 26, 2024
RE: Ordinance 782, Requiring a City of Craig Business License

During the budget meetings leading up to the city's FY2025 budget the budget committee, and subsequently the full council directed staff to start charging a \$100 per year business license fee to do business in the City of Craig.

Past practice has been to require business registrations at no cost. The change to a licensing fee will increase revenue that will help to maintain business accounts by the city and will clarify regulations and requirements for businesses making it easier to track sales tax accounts and work through delinquent accounts.

Ordinance 782 is attached which shows the changes to the current municipal code, substantially changing the process from a registration to a licensing system for businesses operating in Craig..

If approved, this requirement will go into effect January 1, 2025 to coincide with the start of a new sales tax quarter and calendar year.

Recommended Motion: Move to approve first reading of Ordinance 782 and set the public hearing on the ordinance for September 19, 2024.

**CITY OF CRAIG
ORDINANCE No. 782**

AMENDING SECTION 3.08 OF THE CRAIG MUNICIPAL CODE, AMENDING SECTION
3.08.170 – 3.08.200 ESTABLISHING REQUIREMENTS FOR CITY BUSINESS LICENSES

Section 1. Classification. This ordinance is of a general and permanent nature and the code sections adopted hereby shall become a part of the code of the City of Craig, Alaska.

Section 2. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance shall be effective January 1, 2025.

Section 4. Findings. The Craig City Council finds the following:

WHEREAS, in 2024 the Craig Budget Committee and Craig City Council directed staff to implement a process requiring businesses to have a current city business license to operate; and

WHEREAS, prior to FY2024 businesses were required to register with the city at no charge; and

WHEREAS, this change will provide revenue to assist the city with sales tax collection and maintenance of delinquent accounts; and

Section 5. Action. This ordinance amends Section 3.08.020 to the Craig Municipal Code as detailed in Attachment A. Language added to the Craig Municipal Code is shown in **bold and underlined text**, language deleted by this ordinance is shown with [~~brackets and strikethrough~~].

Passed and approved this ___ day of _____, 2024.

Mayor Kasey Smith

Attest _____
Mary Salazar, City Clerk

Ordinance 782, Attachment A

3.08.170 ~~[Registration.]~~ Business License Required

- A. A person, firm, partnership, corporation or other business entity shall file an application for ~~[registration]~~ **a business license** at Craig City Hall (forms provided), prior to making any retail sales, rendering any services, making rentals or opening of an additional place of business within the city limits of Craig. The completed application shall be returned to City Hall along with a copy of the business entity's Alaska State business license, if applicable.
- B. Each business entity shall be registered under the advertised name, and each separate business shall be registered under its own account.
- C. **No individual or entity may engage in business in the City of Craig without a City of Craig business license unless specifically exempted from this requirement. The purpose of the business license is to aid the city in the collection and reporting of sales tax and business sector activity.**
- D. **Exemptions to the Business License Requirement. All businesses (including intermittent or contract businesses must have a current City of Craig business license unless specifically exempted under this section:**
 - 1. **Businesses in which all sales and services are exempt from sales tax reporting under exemptions shown in CMC 3.08.020 are exempt from this requirement.**
 - 2. **Businesses whose taxable gross sales of goods and services total less than \$2,000 per year are exempt from this requirement.**
 - 3. **Businesses who operate only at bazaars, craft fairs, swap meets, or similar events within Craig city limits.**
- E. **Business License Application. Applications shall be made on a form provided by the city, shall be submitted to the city with a copy of applicant's Alaska State business license, and an annual \$100.00 fee. Applications will include a copy of a current valid State of Alaska business license. Incomplete applications shall not be accepted by the city. Applications may be denied if the applicant is in arrears with respect to money owed to the city and those delinquencies are not covered by a current payment plan, if the business is in arrears on required sales tax reporting or payments, or if the business is unlawful. A current copy of the city business license must be displayed in the place of business. One business license may cover multiple lines of business activity, as long as all business advertising and operating occur under the same business name and same business owner. Business license fees for businesses who register after January will pay a prorated fee for the current license year.**
- F. **Renewal of Business License. A city business license expires on December 31st and must be renewed no later than January 31st of each year. Businesses must meet all requirements for application under section C above. The city shall review all city business licenses during the months of November and December and shall notify all license holders of the renewal including the renewal fee and any additional information required. Renewals will be issued at the rate of \$100 per business each year. No business license will be renewed if the applicant is delinquent on any taxes and fees (including sales tax remittance), interest, and other costs resulting from such delinquency until all delinquent payments have been remitted and all sales tax reports and other required forms have been submitted to the city. Individuals may not get a new or renewed business license if they are a principal owner of a business that is not eligible for a license under this code.**

3.08.175 Violations

Ordinance 782, Attachment A

Violators who operate a business in the City of Craig in violation of this code are subject to a civil penalty of \$300 for each day that the business is operating without a valid city business license in addition to other fines, penalties, and interest on delinquent accounts as shown in CMC 3.08.080.

3.08.180 **City Business License** [Certificate] displayed.

A. Upon receipt of a properly executed application indicating that all returns required have been filed pursuant to this chapter, along with a copy of the pertinent Alaska business license, the city shall issue [without charge] to the seller a [certificate of registration]- **city business license**. The **license** [certificate] shall state the address of the place of business to which it is applicable, the Alaska business license number, if applicable, and shall authorize the seller to collect sales tax.

B. The [certificate] **license** must be prominently displayed at the place of business named in the certificate.

C. Where the application or city records indicate that applicant is currently in violation of filing any remittance requirements of the city sales tax provision, the city may deny the application for **a license** [registration] until such time as applicant enters a binding agreement setting out a method by which full compliance will be attained.

3.08.190 Certificate nonassignable.

The **city business license** [certificate of registration] is nonassignable and nontransferable. **If a business changes ownership, it is the responsibility of the owner to notify the city in a timely manner and to properly register for a new license issued to the new owner.**

3.08.200 Failure to register.

Failure to obtain **a city business license** [register] may result **in fines as outlined in 3.08.175, and a** [in a] proceeding being filed by the city in superior court no earlier than 15 days after providing notice by regular mail to any business which has failed to obtain its initial **license** [registration] **or a renewed license** under this chapter.

Aaron D. Bean
505 Hilltop Drive
Craig Alaska 99921

August 29th 2024

Craig City Council
Mayor Smith
500 3rd Street
Craig, AK 99921

Subject: Request to Reconsider Proceeding with the Ballot Question on the Sale of City-Owned Land

Dear Mayor Smith and Members of the Craig City Council,

I am writing as a concerned citizen of Craig to express my serious concerns regarding the petition that has been circulated, which proposes that **any** sale of City-owned land that will be removed from the property tax base should be put to a vote of the people at the October 2024 city election. The petition states:

“We, the undersigned residents or property owners, believe that the Craig City Council should put any proposed sale of city land that will be removed from the property tax base to a vote of the people at the October 2024 city election. The initial combined meeting between the council and planning commission had significant opposition to the sale.”

After careful consideration, I believe that this petition is constitutionally flawed and should have been rejected by the City Clerk on the grounds that it attempts to make an appropriation—a power that is expressly prohibited from being exercised through an initiative or referendum under the Alaska Constitution.

Constitutional and Legal Basis for Rejecting the Petition

Article XI, Section 7 of the Alaska Constitution clearly delineates the powers and limitations regarding initiatives and referendums, stating that they cannot be used to make appropriations. In the case of *Alaska Action Court v. Municipality of Anchorage* (Supreme Court No. S-11252, February 6, 2004), the Alaska Supreme Court affirmed that the Anchorage municipal clerk was within her authority when she rejected an initiative that sought to designate a particular tract of land as a park. The Court held that such a designation constituted an appropriation because it committed specific public assets to a specific purpose. This ruling directly applies to the situation at hand in Craig.

The petition in question mentions removing land from the property tax base, which directly impacts public revenue. By attempting to put such a matter to a vote, the petition effectively seeks to make an appropriation—allocating specific public resources (in this case, tax revenue) in a manner that the law does not permit to be decided by initiative or referendum.

Overreach of the Petition’s Scope and Underlying Motivations

Outside of the constitutional issues with the petition, there are significant concerns about its broader implications. The petition’s language, which calls for a public vote on “any proposed sale of city land that will be removed from the property tax base,” is overly broad and would include all proposed sales on the city’s land sales docket. This would paralyze the City’s ability to conduct routine land sales and manage its assets effectively.

The inclusion of all land sales, without any distinction whatsoever, suggests that the petition is not motivated by a legitimate concern for the city’s finances but rather by an animus toward a particular buyer. It’s easy to infer that the individuals circulating this petition are less concerned about the impact on the tax base and more focused on blocking a specific transaction, which raises questions about their true intentions.

Examples of Why the Petition is Void:

1. **Impact on Public Revenue:** By suggesting that land sales affecting the property tax base must be subjected to a public vote, the petition attempts to regulate how public revenue is managed, which is a clear example of an appropriation. This action would commit the City to either maintaining or forfeiting potential revenue, a decision that is beyond the scope of what can legally be decided through a public initiative.
2. **Violation of Legal Precedent:** The *Alaska Action Court* decision clearly establishes that public initiatives cannot dictate the appropriation of public assets or revenue. The petition’s goal of putting the sale of City-owned land to a public vote directly contravenes this legal precedent, rendering it constitutionally invalid.
3. **Unconstitutional Attempt to Control Public Assets:** By requiring that land sales be subject to a public vote if they affect the property tax base, the petition attempts to control the allocation and use of public assets, something that is squarely within the domain of the City Council and simply not subject to popular vote.

Request for Reconsideration

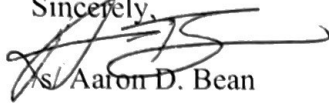
Given these significant legal and constitutional issues, I respectfully urge the City Council and the Mayor to reconsider proceeding with allowing this ballot question to move forward. The petition is void under both Alaska constitutional law and established legal precedent, and moving forward with it would expose the City to unnecessary legal challenges and serious legal liabilities.

Moreover, the overly broad scope of the petition suggests that it is not motivated by a legitimate concern for public revenue but rather by a targeted opposition to a specific sale, which is not a valid basis for such far-reaching action. The City should ensure that its decisions are based on sound legal principles and fair consideration of all parties involved.

I believe that the City should instead focus on ensuring that decisions regarding the sale of public land are made transparently and in the best interests of all residents, in accordance with established legal processes.

Thank you for your attention to this important matter. I look forward to your thoughtful consideration and a swift resolution that upholds the rule of law and protects the interests of the City of Craig.

Sincerely,



A handwritten signature in black ink, appearing to read 'A. Bean', is written over the word 'Sincerely,'.

Aaron D. Bean



August 28, 2024

Dear City of Craig Council Members,

We are writing to the City of Craig to provide you with an update on a joint-partnership project that is underway on Prince of Wales, additionally, we are requesting time to provide a more detailed update at your next City Council meeting. In 2019, the Organized Village of Kasaan, Craig Tribal Association and Klawock Cooperative Association partnered with H.O.P.E. as the Tribal Designee on a series of funding opportunities to address the needs of survivors of domestic violence and sexual assault on the Island.

In 2021, a needs assessment was completed; the needs assessment report identified safe housing/shelter as a high priority for the community as well as other stabilization services for survivors. As such, H.O.P.E, with support from the consortium of Tribes has done much of the planning to develop a campus that will provide up to 48-beds for survivors and be gender inclusive. In addition to the bed space for survivors, there will be resident manager quarters, a fish processing shed, a smokehouse, a greenhouse and a quarantine-unit as well as other amenities to support healing.

A two-acre plot of land is currently under lease and was intended as the project site, however, since signing the lease, the project has grown immensely, and the septic system needs for the property would be entirely too expensive to maintain. We are currently searching for a different 2.5-3-acre piece of property on city water and sewer for purchase for the shelter project.

The shelter project is going to provide survivors with a safe opportunity to stay in their home community, while also addressing the many needs they have as a result of their victimization. We are currently working through the process to develop a Public Notice Requesting Property Proposals and will be circulating that to all interested parties within the next 2 to 4 weeks. We appreciate your support and your consideration in helping to move this much-needed shelter project forward.

Thank you for your time and consideration,

A handwritten signature in black ink that reads "Tiffany Mills". The signature is written in a cursive, flowing style.

Tiffany Mills
Executive Director, HOPE
Project Director, RISE Tribal Shelter Campus

CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: Brian Templin, City Administrator
Date: August 29, 2024
RE: September 2024 Staff Report

1. **Upcoming Meeting Schedule.**

- a. Regular City Council Meeting September 19, 2024
- b. Southeast Conference September 24 – 26 (Ketchikan)

2. **Staffing.**

- a. Planner. Mr. Alan Lanning has been working with us for the past couple of months and has helped significantly with grants and a number of planning projects. We recently extended a job offer for the position. We should hear back more by the end of August. If the candidate takes the job she will likely start the first two weeks of October.
- b. The new HR Manager/Administrative Assistant is doing well and is a good fit for the office.
- c. We are currently still advertising and interviewing for a new front desk clerk at city hall.
- d. The police department has hired a temporary officer for a few months that is providing relief to Chief Ely and Sgt. Page.

Most other departments are at or near full staffing.

3. **Capital Projects.** We are continuing to work on substantial capital projects. The interim planner has been a big help moving these forward. Capital projects that we are working on include:

- a. New Firehall. We have \$4.1 million funded through USDA Rural Development for the new firehall which will be located behind Thompson House on Tract P, USS 2327. We will start working with the architect to change the scope of the project as designed in 2015 to meet the available funding. We anticipate going to construction in 2025.
- b. Wood Boiler. \$400,000 has been appropriated through a congressionally directed spending request (CDS) and the Denali Commission has notified us that up to \$200,000 may be available through them. We are currently working on getting the CDS to an agency so we can apply for those funds to replace the existing biomass boiler at the pool. Public Works is looking at options to create additional chip storage onsite to help weather some of the availability issues we experienced this past year.
- c. Sewer Lift Stations. We have a \$760,000 CDS through the EPA for replacement of aged lift stations. We will likely get 1 – 2 lift stations replaced with this funding. The highest priority is replacement of the lift station downtown (at the intersection of Front St., Water Street, and Third Street). We are working through the grant application process with EPA on these funds.
- d. Water Treatment Capacity. We have a \$3 million CDS for upgrades to the water system to increase treatment capacity. These funds are still working their way to

an agency so we can complete the grant application. In the meantime, Public Works is working with an engineer at the Alaska Native Tribal Health Consortium (ANTHC) to complete a preliminary engineering report (PER) to identify and start design of the specific projects to accomplish this goal. The Public Works Director, Planner, and myself have met with the firm hired by ANTHC to do the engineering work.

- e. **Raw Water Line Replacement.** A \$3 million CDS is currently an appropriation bill that will be considered as part of the upcoming federal fiscal year budget. These funds will be used for replacement of a portion of the existing raw water infrastructure (line, pressure reducing valves, pretreatment, etc). The council recently approved application for up to \$2.9 million in loan funds from ADEC. Public Works has been working with ADEC and has reached an agreement with them that we can split the approved project between design and construction. This will allow us to get up to \$1.8 million in funding for design and engineering with 100% of the loan principal forgiven.
 - f. **POWER Building Upgrades.** We are continuing to work on a state legislative grant for \$150,000 for upgrades to the POWER building. Lead concentrations in the exterior paint have forced us to shift focus. The current scope of project is to replace the exterior siding and dispose of the contaminated siding (lead).
 - g. **Misc. Capital Projects.** Staff has been working diligently to complete FY24 capital projects funded under the FY24 city budget and are starting to look at capital project approved through the FY25 capital budget. The FY25 budget includes projects to replace windows at city hall, renovate the bathroom at the library, upgrade the cemetery, upgrade radio equipment at CPD, replace a number of streetlights, upgrade some work vehicles, purchase a new side-load garbage truck, complete engineering for major maintenance at North Cove, replace additional finger floats, and pay for A/E services for the cannery site planning among other projects. There are about \$1.05 million in city funded capital projects for FY25.
4. **Land Sale to CTA.** CTA has submitted their appraisal for the property and the preliminary plat was approved by the planning commission on August 22nd. The mayor and I have continued to negotiate terms of the sales agreement. While we have agreed on most terms, there are a couple of outstanding items that will need some council input. We have scheduled an executive session for the September 5th council meeting to provide an opportunity for the council to meet with the city attorney to discuss these items. Depending on the outcome of the discussion we will continue negotiations of these terms as needed until we have an agreement that we can bring back to the council for approval.
- CTA submitted an agreement on August 28th that has two clauses that our attorney had advised us against accepting. These items will be further
5. **Cannery Site Planning.** We have completed the work with both SEAK Drones and Corvus Design to provide drone mapping/aerial photography of the cannery site and to provide an updated concept design for site development (taking into account the proposed land sale to CTA and not planning for a harbor at the cannery site). We will pick this process up in earnest after the land sale process is completed.

6. **Leave and Travel Schedule.** I do not have any significant leave or travel scheduled for September. Depending on the mayor's availability we may be at SE Conference in Ketchikan from September 24 – 26.

CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: Kimber Mikulecky
Date: September 05, 2024
RE: September Staff Report – Finance Director

The city's August financial reports are included. July's Alaska Permanent Capital Management reports are also included. Please note, these are the most current APCM reports available.

1. The admin clerk position is still open and accepting applications.
2. We are still working through the conversion errors with Caselle. As time goes on, we are getting things cleaned up. Our new utility autopay process has been going great. Unfortunately, our accounts receivable autopay (harbor, miscellaneous invoicing, psn road fee invoices) remains unavailable, as a report form definition has yet to be fixed in order for Xpress to accept the upload file. I have been pressing this issue and will notify the public once this issue is resolved.

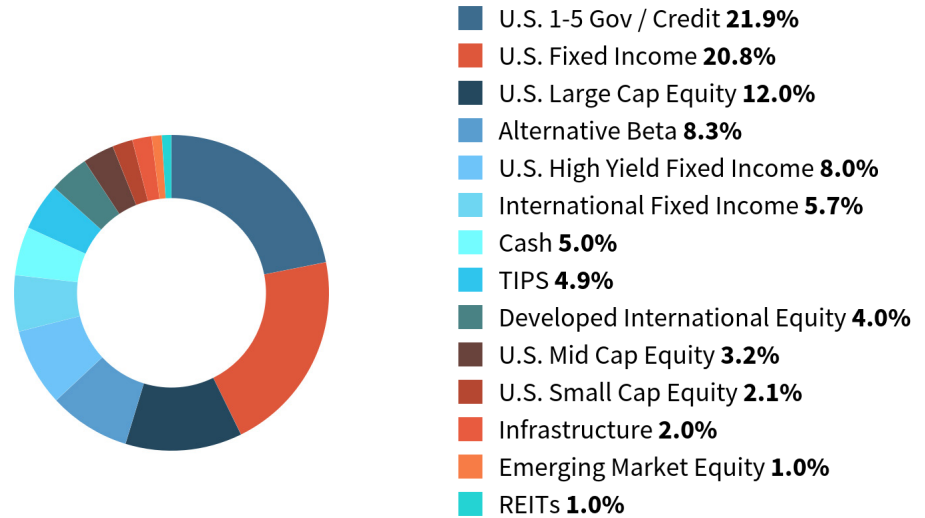
If you have any questions, please reach out to me directly via email at finance@craigak.com or by phone at 907-826-3275 extension 226.

Portfolio Overview

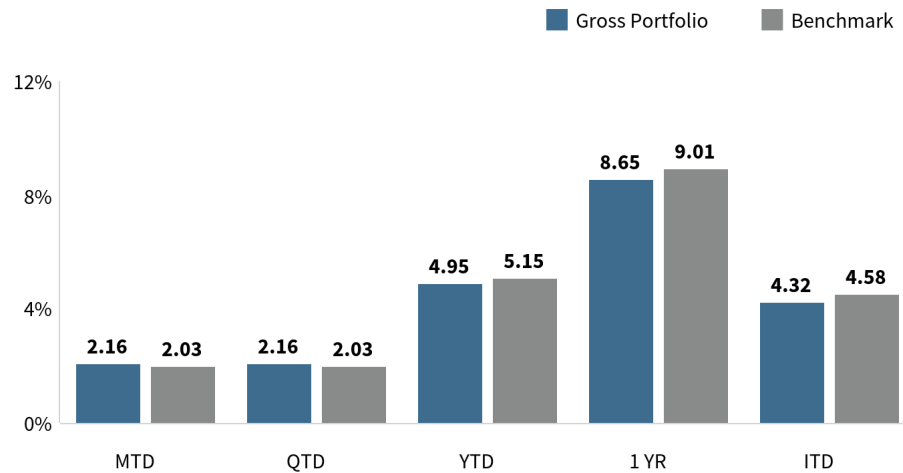
BEGINNING VALUE + ACCRUED	\$2,850,975
TRANSFERS IN/ OUT	-\$654
REALIZED GAINS/ LOSSES	\$6,230
CHANGE IN MARKET VALUE	\$48,273
INTEREST INCOME	\$1,776
DIVIDEND INCOME	\$5,185
ENDING VALUE + ACCRUED	\$2,911,786



Portfolio Composition



Investment Performance



Performance is annualized for periods greater than one year. Inception to date performance begins April 01, 2022. Past performance is not indicative of future results.

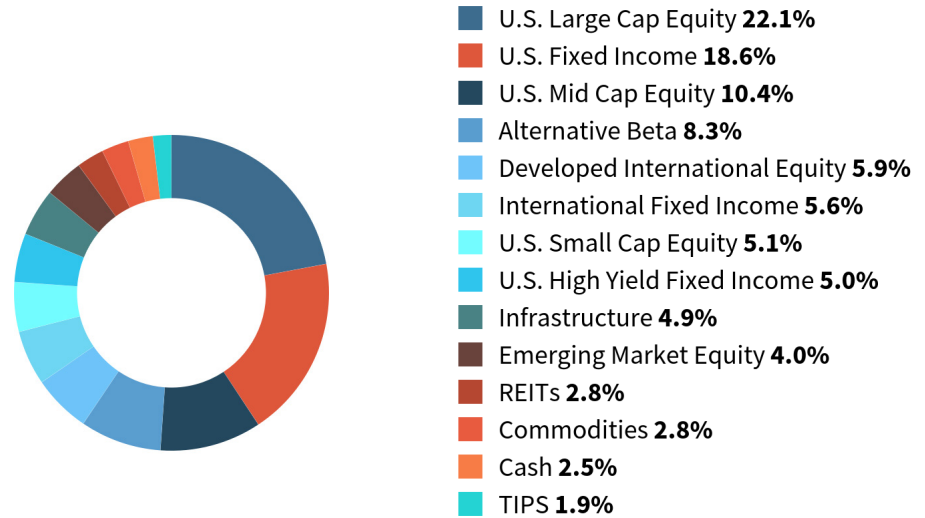
[BACK TO TOP](#)

Portfolio Overview

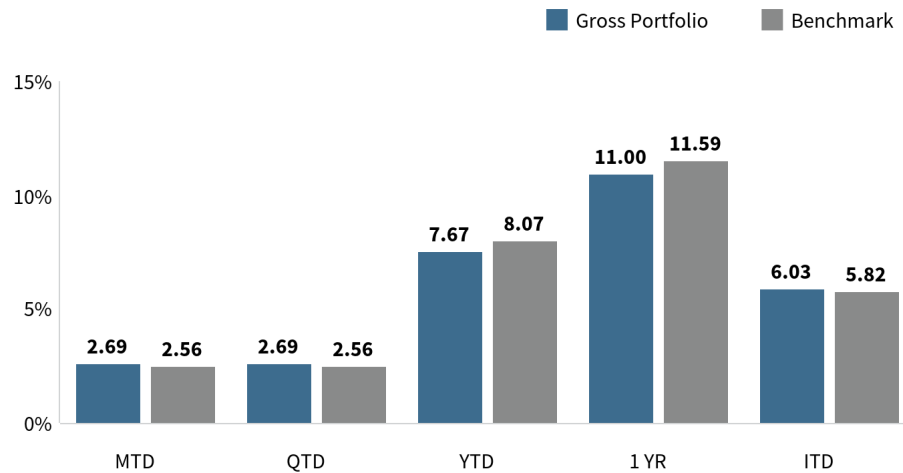
BEGINNING VALUE + ACCRUED	\$17,020,176
TRANSFERS IN/ OUT	-\$3,903
REALIZED GAINS/ LOSSES	\$37,070
CHANGE IN MARKET VALUE	\$401,614
INTEREST INCOME	\$13,467
DIVIDEND INCOME	\$4,869
ENDING VALUE + ACCRUED	\$17,473,294



Portfolio Composition



Investment Performance



Performance is annualized for periods greater than one year. Inception to date performance begins September 01, 2001

Past performance is not indicative of future results.

[BACK TO TOP](#)

City of Craig		General Fund Revenues				
8/31/2024		M-T-D	Y-T-D	ANNUAL	BUDGET	BUDGET
ACCOUNT NUMBER	ACCOUNT TITLE	ACTUAL	ACTUAL	BUDGET	REMAINING	% Used
01-00-4000-00-000	Property Tax	-	780,605.01	775,000.00	(5,605.01)	101%
01-00-4050-00-000	Sales Tax	2,572.64	9,022.72	1,590,000.00	1,580,977.28	1%
01-00-4051-00-000	1% Sales Tax for School	-	-	360,850.00	360,850.00	0%
01-00-4052-00-000	Alaska Remote Sales Tax	-	28,180.17	255,000.00	226,819.83	11%
01-00-4053-00-000	1% Sales Tax Pool & Rec	-	-	360,850.00	360,850.00	0%
01-00-4054-00-000	Fuel Sales Tax	-	-	-	-	0%
01-00-4055-00-000	Delinquent Sales Tax	-	-	-	-	0%
01-00-4060-00-000	Liquor Sales Tax	-	-	120,000.00	120,000.00	0%
01-00-4061-00-000	Marijuana Sales Tax	-	-	-	-	0%
01-00-4065-00-000	Transient Room Tax	-	-	55,000.00	55,000.00	0%
01-00-4070-00-000	Property Tax Penalties	-	-	-	-	0%
01-00-4080-00-000	Sales Tax Penalties	-	-	-	-	0%
TOTAL LOCAL TAXES		2,572.64	817,807.90	3,516,700.00	2,698,892.10	23%
01-00-4100-00-000	Property PILT Funding	-	453,775.30	300,000.00	(153,775.30)	151%
01-00-4110-00-000	State Revenue Sharing	-	87,818.00	85,000.00	(2,818.00)	103%
01-00-4111-00-000	Liquor Revenue Sharing	-	-	5,500.00	5,500.00	0%
01-00-4112-00-000	Fish Bus Tax - DOR	-	-	215,000.00	215,000.00	0%
01-00-4120-00-000	Shared Fish Tax - DCED	-	-	2,000.00	2,000.00	0%
TOTAL STATE REVENUES		-	541,593.30	607,500.00	65,906.70	89%
01-00-4220-00-000	EMS Service Fees	-	725.50	70,000.00	69,274.50	1%
01-00-4250-00-000	EMS Training Fees	-	-	-	-	0%
01-00-4255-00-000	EMS Estimated NonCollectable	-	-	(25,000.00)	(25,000.00)	0%
01-00-4260-00-000	Aquatic Center Revenue	155.00	1,583.00	50,000.00	48,417.00	3%
01-00-4270-00-000	Library Fees	201.60	823.95	500.00	(323.95)	165%
01-00-4275-00-000	Recreation Revenue	100.00	961.00	25,000.00	24,039.00	4%
01-00-4280-00-000	Senior Card Fees	25.00	135.00	3,000.00	2,865.00	5%
01-00-4620-00-000	Taxi Permit Fees	-	-	100.00	100.00	0%
01-00-4640-00-000	Building Permit Fees	-	-	4,500.00	4,500.00	0%
01-00-4644-00-000	Access Permit Fees	-	-	7,500.00	7,500.00	0%
01-00-4645-00-000	Subdivision Fees	-	60.00	-	(60.00)	0%
01-00-4646-00-000	PSN Road Maintenance	-	(61.92)	15,000.00	15,061.92	0%
Total Permits & Fees		481.60	4,226.53	150,600.00	146,373.47	3%
01-00-4300-00-000	Property Lease/Rentals	2,947.76	6,556.22	53,000.00	46,443.78	12%
01-00-4400-00-000	Material Sales	-	-	500.00	500.00	0%
Total Local Revenue		2,947.76	6,556.22	53,500.00	46,943.78	12%
01-00-4700-00-000	Police-Fines,Citation	1,614.70	2,729.70	12,000.00	9,270.30	23%
01-00-4701-00-000	Vehicle/Animal Impound Fees	160.47	160.47	-	(160.47)	0%
01-00-4702-00-000	Drivers License Fees	-	-	-	-	0%
01-00-4703-00-000	Motor Vehicle Commision	4,141.90	10,211.60	60,000.00	49,788.40	17%
01-00-4704-00-000	Dog Licenses	-	-	-	-	0%
01-00-4707-00-000	Business License Fees	-	-	20,000.00	20,000.00	0%
01-00-4750-00-000	State Trooper Dispatch	1,625.00	1,625.00	7,200.00	5,575.00	23%
01-00-4760-00-000	State Jail Contract Revenue	-	-	550,000.00	550,000.00	0%
01-00-4765-00-000	Klawock Dispatch	4,424.00	4,424.00	64,000.00	59,576.00	7%
01-00-4770-00-000	Forest Service Dispatch	-	-	3,000.00	3,000.00	0%
Total Public Safety Funds		11,966.07	19,150.77	716,200.00	697,049.23	
01-00-4820-00-000	Interest Income (A/R)	-	-	1,000.00	1,000.00	0%
01-00-4900-00-000	Misc Revenue	-	(4,367.50)	15,000.00	19,367.50	-29%
Total Other Revenues		-	(4,367.50)	16,000.00	20,367.50	-27%
Total Revenues		17,968.07	1,384,967.22	5,060,500.00	3,675,532.78	27%

Cash Balances

General Fund

8/31/2024

01-00-1002-00-000	Deposit Clearing Account	140,472.95
01-00-1000-00-000	Checking - First Bank	847,701.04
01-00-1010-00-000	Checking - Wells Fargo	25,218.73
01-00-1015-00-000	Cares Fund Checking	432,087.78
01-00-1050-00-000	Petty Cash	356.60
01-00-1051-00-000	Petty Cash-Harbors	165.29
01-00-1052-00-000	Petty Cash- Aquatic Center	250.00
01-00-1053-00-000	Petty Cash - Police	241.26
01-00-1055-00-000	Petty Cash- Library	150.00
01-00-1110-00-000	Wells Fargo CD Savings	1,876.87
	Total	1,448,520.52

Restricted Fund

01-00-1015-00-000	CARES Fund Checking	432,087.78
12-00-1000-00-000	Cash, Police Fund	21,841.00
12-00-1020-00-000	Cash, Police Evidence	4,421.70
12-00-1030-00-000	Cash, Police Federal Fund	11,944.78
12-00-1050-00-000	Police Petty Cash	781.17
15-00-1000-00-000	Cash Hatchery Salmon Derby	(20,528.78)
11-00-1120-00-000	MM Park Funds	7,702.76
11-00-1130-00-000	Fish Quota Funds	15,552.70
11-00-1140-00-000	MM POW Clinic Funds	46,429.61
13-00-1100-00-000	MM Invest Muni Land	433.73
15-00-1110-00-000	Hatchery Saving Account	86,679.94
30-60-1110-00-000	Cash MMkt NFR -School FB	534,670.50
30-60-1112-00-000	Cash Invest School Funds APCM	2,901,437.01
30-60-1130-00-000	Accrued Interest, School	6,267.46
	Total	4,049,721.36

Endowment

10-00-1000-00-000	Cash Held Endowment	310,657.13
10-00-1120-00-000	Fixed Inc. Investment Endowment	10,172,820.81
10-00-1130-00-000	Accr. Int. Endowment	(764,782.09)
10-00-1140-00-000	Equity Invest, Endowment	3,835,659.63
10-00-1150-00-000	Unrealized Gain/Loss Endowment	(3,846,611.23)
10-00-1155-00-000	Unrealized Gain/Loss Equity, Endowment	(19,194,589.97)
	Total	(9,486,845.72)

Enterprise Fund

20-00-1130-00-000	DNR Performance CD	8,500.00
	Total	8,500.00

8/31/2024

	Y-T-D <u>ACTUAL</u>	Y-T-D <u>ENCUMBRANCE</u>	ANNUAL <u>BUDGET</u>	REMAINING <u>BUDGET</u>	<u>TOTAL</u>
ADMINISTRATION					
Personnel Expenditures	14,517.15	0.00	287,371.77	272,854.62	14,517.15
Benefit Expenditures	4,155.42	0.00	238,787.13	234,631.71	4,155.42
Contract Expenditures	67,878.81	0.00	278,150.00	210,271.19	67,878.81
Travel & Expenditures	885.00	0.00	23,545.00	22,660.00	885.00
Materials Expenditures	970.00	0.00	13,695.00	12,725.00	970.00
Utilities Expenditures	1,877.48	0.00	21,020.00	19,142.52	1,877.48
Repairs & Maint Expenditures	0.00	0.00	5,010.00	5,010.00	0.00
Other Expenditures	2,836.64	0.00	65,016.00	62,179.36	2,836.64
Capital & Debt Expenditures	0.00	0.00	54,000.00	54,000.00	0.00
TOTAL EXPENDITURES	93,120.50	0.00	986,594.90	893,474.40	93,120.50
EXCESS REVENUE OVER (UNDER)	(93,120.50)	0.00	(986,594.90)	(893,474.40)	(93,120.50)

COUNCIL

Peronnel Expenditures	599.02	0.00	16,175.00	15,575.98	599.02
Benefit Expenditures	50.23	0.00	1,590.77	1,540.54	50.23
Contract Expenditures	0.00	0.00	950.00	950.00	0.00
Travel & Expenditures	0.00	0.00	6,050.00	6,050.00	0.00
Materials Expenditures	0.00	0.00	1,000.00	1,000.00	0.00
Utilities Expenditures	0.00	0.00	0.00	0.00	0.00
Repairs & Maint Expenditures	0.00	0.00	0.00	0.00	0.00
Other Expenditures	2,033.57	0.00	6,685.00	4,651.43	2,033.57
Capital & Debt Expenditures	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	2,682.82	0.00	32,450.77	29,767.95	2,682.82
EXCESS REVENUE OVER (UNDER)	(2,682.82)	0.00	(32,450.77)	(29,767.95)	(2,682.82)

PLANNING

Revenues	6,616.22	0.00	65,000.00	58,383.78	6,616.22
Peronnel Expenditures	0.00	0.00	60,000.00	60,000.00	0.00
Benefit Expenditures	19.25	0.00	34,569.81	34,550.56	19.25
Contract Expenditures	1,061.67	0.00	1,000.00	(61.67)	1,061.67
Travel & Expenditures	0.00	0.00	4,000.00	4,000.00	0.00
Materials Expenditures	0.00	0.00	1,000.00	1,000.00	0.00
Utilities Expenditures	0.00	0.00	0.00	0.00	0.00
Repairs & Maint Expenditures	0.00	0.00	500.00	500.00	0.00
Other Expenditures	191.57	0.00	2,949.00	2,757.43	191.57
Capital & Debt Expenditures	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	1,272.49	0.00	104,018.81	102,746.32	1,272.49
EXCESS REVENUE OVER (UNDER)	5,343.73	0.00	(39,018.81)	(44,362.54)	5,343.73

Y-T-D Y-T-D ANNUAL REMAINING

	<u>ACTUAL</u>	<u>ENCUMBRANCE</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>TOTAL</u>
PARKS/ PUBLIC FACILITIES					
Peronnel Expenditures	4,715.60	0.00	174,619.00	169,903.40	4,715.60
Benefit Expenditures	233.93	0.00	74,767.90	74,533.97	233.93
Contract Expenditures	665.00	0.00	5,250.00	4,585.00	665.00
Travel & Expenditures	0.00	0.00	1,500.00	1,500.00	0.00
Materials Expenditures	1,131.25	0.00	21,350.00	20,218.75	1,131.25
Utilities Expenditures	1,960.61	0.00	27,700.00	25,739.39	1,960.61
Repairs & Maint Expenditures	0.00	0.00	12,000.00	12,000.00	0.00
Other Expenditures	2,547.31	0.00	31,333.00	28,785.69	2,547.31
Capital & Debt Expenditures	1,435.07	0.00	41,500.00	40,064.93	1,435.07
TOTAL EXPENDITURES	12,688.77	0.00	390,019.90	377,331.13	12,688.77
EXCESS REVENUE OVER (UNDER)	(12,688.77)	0.00	(390,019.90)	(377,331.13)	(12,688.77)

PUBLIC WORKS

Peronnel Expenditures	16,326.26	0.00	214,535.62	198,209.36	16,326.26
Benefit Expenditures	5,110.85	0.00	135,352.17	130,241.32	5,110.85
Contract Expenditures	0.00	0.00	720.00	720.00	0.00
Travel & Expenditures	3,370.00	0.00	32,000.00	28,630.00	3,370.00
Materials Expenditures	5,368.48	7,631.41	79,200.00	66,200.11	12,999.89
Utilities Expenditures	515.35	0.00	11,600.00	11,084.65	515.35
Repairs & Maint Expenditures	6.32	0.00	56,000.00	55,993.68	6.32
Other Expenditures	3,276.54	0.00	38,167.00	34,890.46	3,276.54
Capital & Debt Expenditures	44,240.11	33,862.00	177,204.00	99,101.89	78,102.11
TOTAL EXPENDITURES	78,213.91	41,493.41	744,778.78	625,071.46	119,707.32
EXCESS REVENUE OVER (UNDER)	(78,213.91)	(41,493.41)	(744,778.78)	(625,071.46)	(119,707.32)

POLICE

Peronnel Expenditures	26,169.79	0.00	795,511.39	769,341.60	26,169.79
Benefit Expenditures	5,176.19	0.00	437,514.40	432,338.21	5,176.19
Contract Expenditures	0.00	0.00	27,756.00	27,756.00	0.00
Travel & Expenditures	0.00	0.00	7,500.00	7,500.00	0.00
Materials Expenditures	8,681.54	1,678.17	57,800.00	47,440.29	10,359.71
Utilities Expenditures	228.53	0.00	19,510.00	19,281.47	228.53
Repairs & Maint Expenditures	0.00	0.00	1,000.00	1,000.00	0.00
Other Expenditures	6,430.28	83.90	74,788.00	68,273.82	6,514.18
Capital & Debt Expenditures	0.00	60,533.58	70,500.00	9,966.42	60,533.58
TOTAL EXPENDITURES	46,686.33	62,295.65	1,491,879.79	1,382,897.81	108,981.98
EXCESS REVENUE OVER (UNDER)	(46,686.33)	(62,295.65)	(1,491,879.79)	(1,382,897.81)	(108,981.98)

<u>Y-T-D</u>	<u>Y-T-D</u>	<u>ANNUAL</u>	<u>REMAINING</u>	<u>TOTAL</u>
<u>ACTUAL</u>	<u>ENCUMBRANCE</u>	<u>BUDGET</u>	<u>BUDGET</u>	

EMS

Peronnel Expenditures	15,751.74	0.00	244,138.00	228,386.26	15,751.74
Benefit Expenditures	2,336.54	0.00	67,593.49	65,256.95	2,336.54
Contract Expenditures	0.00	0.00	16,900.00	16,900.00	0.00
Travel & Expenditures	0.00	0.00	9,700.00	9,700.00	0.00
Materials Expenditures	267.54	0.00	13,950.00	13,682.46	267.54
Utilities Expenditures	505.73	0.00	9,100.00	8,594.27	505.73
Repairs & Maint Expenditures	0.00	0.00	0.00	0.00	0.00
Other Expenditures	1,246.11	0.00	14,805.00	13,558.89	1,246.11
Capital & Debt Expenditures	0.00	0.00	6,000.00	6,000.00	0.00
TOTAL EXPENDITURES	20,107.66	0.00	382,186.49	362,078.83	20,107.66
EXCESS REVENUE OVER (UNDER)	(20,107.66)	0.00	(382,186.49)	(362,078.83)	(20,107.66)

FIRE

Peronnel Expenditures	0.00	0.00	0.00	0.00	0.00
Benefit Expenditures	82.90	0.00	4,886.00	4,803.10	82.90
Contract Expenditures	0.00	0.00	5,700.00	5,700.00	0.00
Travel & Expenditures	0.00	0.00	5,000.00	5,000.00	0.00
Materials Expenditures	0.00	1,465.10	3,400.00	1,934.90	1,465.10
Utilities Expenditures	0.00	0.00	5,800.00	5,800.00	0.00
Repairs & Maint Expenditures	0.00	0.00	1,000.00	1,000.00	0.00
Other Expenditures	486.92	0.00	5,858.00	5,371.08	486.92
Capital & Debt Expenditures	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	569.82	1,465.10	31,644.00	29,609.08	2,034.92
EXCESS REVENUE OVER (UNDER)	(569.82)	(1,465.10)	(31,644.00)	(29,609.08)	(2,034.92)

LIBRARY

Revenues	823.95	0.00	500.00	(323.95)	823.95
Peronnel Expenditures	4,583.81	0.00	119,399.75	114,815.94	4,583.81
Benefit Expenditures	814.28	0.00	49,885.72	49,071.44	814.28
Contract Expenditures	1,395.00	0.00	3,925.00	2,530.00	1,395.00
Travel & Expenditures	0.00	0.00	2,700.00	2,700.00	0.00
Materials Expenditures	99.13	0.00	13,600.00	13,500.87	99.13
Utilities Expenditures	562.90	0.00	10,750.00	10,187.10	562.90
Repairs & Maint Expenditures	0.00	0.00	500.00	500.00	0.00
Other Expenditures	465.83	0.00	5,394.00	4,928.17	465.83
Capital & Debt Expenditures	0.00	0.00	22,900.00	22,900.00	0.00
TOTAL EXPENDITURES	7,920.95	0.00	229,054.47	221,133.52	7,920.95
EXCESS REVENUE OVER (UNDER)	(7,097.00)	0.00	(228,554.47)	(221,457.47)	(7,097.00)

RECREATION

<u>Y-T-D</u>	<u>Y-T-D</u>	<u>ANNUAL</u>	<u>REMAINING</u>	
<u>ACTUAL</u>	<u>ENCUMBRANCE</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>TOTAL</u>

Revenues	961.00	0.00	25,000.00	24,039.00	961.00
Peronnel Expenditures	2,865.20	0.00	117,979.08	115,113.88	2,865.20
Benefit Expenditures	1,695.03	0.00	62,035.75	60,340.72	1,695.03
Contract Expenditures	0.00	3,975.00	9,300.00	5,325.00	3,975.00
Travel & Expenditures	0.00	0.00	3,000.00	3,000.00	0.00
Materials Expenditures	1,087.64	0.00	24,360.00	23,272.36	1,087.64
Utilities Expenditures	678.42	0.00	21,325.00	20,646.58	678.42
Repairs & Maint Expenditures	0.00	0.00	4,500.00	4,500.00	0.00
Other Expenditures	1,250.50	0.00	13,899.00	12,648.50	1,250.50
Capital & Debt Expenditures	956.23	0.00	23,600.00	22,643.77	956.23
TOTAL EXPENDITURES	8,533.02	3,975.00	279,998.83	267,490.81	12,508.02
EXCESS REVENUE OVER (UNDER)	(7,572.02)	(3,975.00)	(254,998.83)	(243,451.81)	(11,547.02)

AQUATIC CENTER

Revenues	1,583.00	0.00	50,000.00	48,417.00	1,583.00
Peronnel Expenditures	9,671.49	0.00	227,626.16	217,954.67	9,671.49
Benefit Expenditures	1,730.89	0.00	150,321.46	148,590.57	1,730.89
Contract Expenditures	0.00	40,000.00	3,540.00	(36,460.00)	40,000.00
Travel & Expenditures	0.00	1,180.50	7,680.00	6,499.50	1,180.50
Materials Expenditures	0.00	639.45	24,420.00	23,780.55	639.45
Utilities Expenditures	21,176.75	0.00	143,650.00	122,473.25	21,176.75
Repairs & Maint Expenditures	0.00	0.00	4,500.00	4,500.00	0.00
Other Expenditures	2,334.09	0.00	28,574.00	26,239.91	2,334.09
Capital & Debt Expenditures	0.00	1,125.04	154,938.00	153,812.96	1,125.04
TOTAL EXPENDITURES	34,913.22	42,944.99	745,249.62	667,391.41	77,858.21
EXCESS REVENUE OVER (UNDER)	(33,330.22)	(42,944.99)	(695,249.62)	(618,974.41)	(76,275.21)

SEWER

Revenues	1,131.42	0.00	308,000.00	306,868.58	1,131.42
Peronnel Expenditures	3,694.24	0.00	235,379.96	231,685.72	3,694.24
Benefit Expenditures	1,150.76	0.00	109,384.12	108,233.36	1,150.76
Contract Expenditures	126.30	0.00	7,800.00	7,673.70	126.30
Travel & Expenditures	0.00	0.00	3,280.00	3,280.00	0.00
Materials Expenditures	706.75	0.00	14,400.00	13,693.25	706.75
Utilities Expenditures	1,154.54	0.00	42,700.00	41,545.46	1,154.54
Repairs & Maint Expenditures	1,515.68	0.00	5,000.00	3,484.32	1,515.68
Other Expenditures	2,556.45	0.00	30,355.00	27,798.55	2,556.45
Capital & Debt Expenditures	74,049.25	0.00	23,500.00	(50,549.25)	74,049.25
TOTAL EXPENDITURES	84,953.97	0.00	471,799.08	386,845.11	84,953.97
EXCESS REVENUE OVER (UNDER)	(83,822.55)	0.00	(163,799.08)	(79,976.53)	(83,822.55)

Y-T-D	Y-T-D	ANNUAL	REMAINING	
<u>ACTUAL</u>	<u>ENCUMBRANCE</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>TOTAL</u>

WATER					
Revenues	5,374.30	0.00	362,133.00	356,758.70	5,374.30

Peronnel Expenditures	3,404.96	0.00	306,398.20	302,993.24	3,404.96
Benefit Expenditures	1,551.36	0.00	131,183.85	129,632.49	1,551.36
Contract Expenditures	759.00	0.00	12,500.00	11,741.00	759.00
Travel & Expenditures	0.00	0.00	4,800.00	4,800.00	0.00
Materials Expenditures	(6,562.79)	2,720.37	61,750.00	65,592.42	(3,842.42)
Utilities Expenditures	0.00	0.00	42,000.00	42,000.00	0.00
Repairs & Maint Expenditures	0.00	0.00	39,620.00	39,620.00	0.00
Other Expenditures	2,005.35	0.00	24,107.00	22,101.65	2,005.35
Capital & Debt Expenditures	42,519.45	0.00	135,538.05	93,018.60	42,519.45
TOTAL EXPENDITURES	43,677.33	2,720.37	757,897.11	711,499.41	46,397.70
EXCESS REVENUE OVER (UNDER)	(38,303.03)	(2,720.37)	(395,764.11)	(354,740.71)	(41,023.40)

GARBAGE

Revenues	3,629.00	0.00	356,407.00	352,778.00	3,629.00
Peronnel Expenditures	0.00	0.00	71,057.22	71,057.22	0.00
Benefit Expenditures	142.53	0.00	15,980.21	15,837.68	142.53
Contract Expenditures	19,021.60	0.00	247,500.00	228,478.40	19,021.60
Travel & Expenditures	0.00	0.00	0.00	0.00	0.00
Materials Expenditures	81.86	0.00	12,500.00	12,418.14	81.86
Utilities Expenditures	0.00	0.00	500.00	500.00	0.00
Repairs & Maint Expenditures	0.00	0.00	8,500.00	8,500.00	0.00
Other Expenditures	549.64	0.00	7,854.00	7,304.36	549.64
Capital & Debt Expenditures	69,196.49	31,660.00	115,831.00	14,974.51	100,856.49
TOTAL EXPENDITURES	88,992.12	31,660.00	479,722.43	359,070.31	120,652.12
EXCESS REVENUE OVER (UNDER)	(85,363.12)	(31,660.00)	(123,315.43)	(6,292.31)	(117,023.12)

HARBOR

Revenues	31,798.08	0.00	285,250.00	253,451.92	31,798.08
Peronnel Expenditures	10,042.72	0.00	206,890.17	196,847.45	10,042.72
Benefit Expenditures	897.98	0.00	130,731.89	129,833.91	897.98
Contract Expenditures	0.00	0.00	1,200.00	1,200.00	0.00
Travel & Expenditures	0.00	0.00	4,000.00	4,000.00	0.00
Materials Expenditures	1,973.34	0.00	15,025.00	13,051.66	1,973.34
Utilities Expenditures	5,198.41	0.00	37,692.00	32,493.59	5,198.41
Repairs & Maint Expenditures	433.27	0.00	18,000.00	17,566.73	433.27
Other Expenditures	(5,038.03)	0.00	27,735.00	32,773.03	(5,038.03)
Capital & Debt Expenditures	0.00	0.00	135,000.00	135,000.00	0.00
TOTAL EXPENDITURES	13,507.69	0.00	576,274.06	562,766.37	13,507.69
EXCESS REVENUE OVER (UNDER)	18,290.39	0.00	(291,024.06)	(309,314.45)	18,290.39

	Y-T-D	Y-T-D	ANNUAL	REMAINING	
	<u>ACTUAL</u>	<u>ENCUMBRANCE</u>	<u>BUDGET</u>	<u>BUDGET</u>	<u>TOTAL</u>

JTB PARK

Revenues	64,092.25	0.00	433,589.00	369,496.75	64,092.25
----------	-----------	------	------------	------------	-----------

Peronnel Expenditures	8,744.64	0.00	124,022.12	115,277.48	8,744.64
Benefit Expenditures	694.43	0.00	87,501.45	86,807.02	694.43
Contract Expenditures	600.00	0.00	1,200.00	600.00	600.00
Travel & Expenditures	0.00	0.00	0.00	0.00	0.00
Materials Expenditures	4,575.23	1,077.32	17,600.00	11,947.45	5,652.55
Utilities Expenditures	2,665.35	0.00	49,600.00	46,934.65	2,665.35
Repairs & Maint Expenditures	894.93	0.00	12,500.00	11,605.07	894.93
Other Expenditures	2,908.57	0.00	34,446.00	31,537.43	2,908.57
Capital & Debt Expenditures	0.00	0.00	16,000.00	16,000.00	0.00
TOTAL EXPENDITURES	21,083.15	1,077.32	342,869.57	320,709.10	22,160.47
EXCESS REVENUE OVER (UNDER)	43,009.10	(1,077.32)	90,719.43	48,787.65	41,931.78

WC CANNERY

Revenues	739.25	0.00	4,500.00	3,760.75	739.25
Peronnel Expenditures	0.00	0.00	54.00	54.00	0.00
Benefit Expenditures	0.00	0.00	0.00	0.00	0.00
Contract Expenditures	0.00	0.00	0.00	0.00	0.00
Travel & Expenditures	0.00	0.00	0.00	0.00	0.00
Materials Expenditures	0.00	0.00	0.00	0.00	0.00
Utilities Expenditures	112.00	0.00	2,000.00	1,888.00	112.00
Repairs & Maint Expenditures	0.00	0.00	0.00	0.00	0.00
Other Expenditures	375.35	0.00	4,471.00	4,095.65	375.35
Capital & Debt Expenditures	15,045.00	0.00	75,000.00	59,955.00	15,045.00
TOTAL EXPENDITURES	15,532.35	0.00	81,525.00	65,992.65	15,532.35
EXCESS REVENUE OVER (UNDER)	(14,793.10)	0.00	(77,025.00)	(62,231.90)	(14,793.10)

SCHOOL SUPPORT

Revenues	0.00	0.00	360,850.00	360,850.00	0.00
Other Expenditures	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00
EXCESS REVENUE OVER (UNDER)	0.00	0.00	360,850.00	360,850.00	0.00

GENERAL FUND REVENUES

Revenues	1,384,967.22	0.00	5,060,500.00	3,675,532.78	1,384,967.22
GF REVENUE TOTAL	1,384,967.22	0.00	5,060,500.00	3,675,532.78	1,384,967.22
GF EXPENSE TOTAL	306,709.49	(154,535.34)	5,417,876.36	5,111,166.87	152,174.15
GF Excess Revenue Over (Under)	1,078,257.73	154,535.34	(357,376.36)	(1,435,634.09)	1,232,793.07

CITY OF CRAIG MEMORANDUM

To: Mayor Smith and the Craig City Council
From: Mary Salazar, City Clerk
Date: August 22, 2024
RE: September Staff Report

Delinquent Property Taxes:

There are 2 properties remaining on our delinquent property tax list and that list is finally being filed with the court as of 8/22.

2024 Municipal Election

The declaration of candidacy filing period ends on 8/30. The Craig Municipal Election will be on 10/1. Absentee voting will be from 9/11-9/30.

The following terms and expirations are listed below:

CITY COUNCIL:

2025 Chanel McKinley
2025 Michael Kampnich
2026 Millie Schoonover
2026 Josh Bennett
2024 Shauna Thomas
2024 Hannah Bazinet

SCHOOL BOARD:

2026 Josh Andrews- resigned
2026 Ben Page
2025 Julie McDonald
2024 Trish Conaster
2024 Hans Hjort

Clerk Duties:

The majority of the clerk's duties consist of compiling information for the council; council meeting set up; preparing council packets; staff reports; creating council meeting minutes; and posting resolutions and ordinances.

Craig City Council Meetings:

The next council meeting is scheduled for September 19, 2024.

CITY OF CRAIG MEMORANDUM

To: Craig Mayor and City Council
From: Alan Lanning, City Planner
Date: September 5, 2024
RE: Staff Report – Planner/Grants

Reading: Continue to read various documents and grant files.

Computer: Continue to review various computer files, etc.

Meetings: Held Planning Commission meeting on 8-22-2024, packet included two variance requests for the same property and CTA subdivision request. Weekly meetings with FEMA. Water Treatment Plant kick-off meeting with HDL. Participated in meet-and-greet for Planner candidate, interview and candidate staff briefing.

Phone Calls: Received numerous calls regarding property issues, advised accordingly. Spoke with Dan Lesh, South East Conference regarding bio-mass boiler.

Emails: Responded to all emails.

Correspondence: Posted notice of RFP for POWER building remodel work. Posted notice of RFP for term Architectural and Engineering services. Provided digital mapping to Shaan-Seet. Sent notifications to affected property owners regarding planning commission variances and CTA subdivision plat.

Permits: 2 Building permit applications.

Grants: Prepared ECWAG grant for resubmittal. Completed portal registration and 2-tier identity authentication to allow online submittal.

CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: Venessa Richter-Russell
Date: Sept 2024
RE: September Staff Report – EMS Coordinator

One new two new EMS member have joined the crew, looking at one more that has shown interest

One member is signed and taking the AK-EMT course now, two more have shown interest

Oct 25/26 there is a PHTLS (Pre Hospital Trauma Life Support)class in Klawock that two to three members will be going to , both full day classes

Getting ready to order two new AED for the ambulances, we will have the same ones as the PD so everyone will be using the same AED. This will make it easier to get bulk pads and batteries for the departments

Doing our yearly mass casualty supplies check

Calls are continuing to be very steady.



To: Craig City Council

From: Hans Hjort, Harbor Master

Date: August 28, 2024

RE: September staff report

Harbor department report September 2024

- The Ice House is still keeping up with the demand of ice. We have had the bearings go out in the #1 ice machine. The bearings were changed 9 years ago. We are in the process of changing the bearings. Progress has been slow due to having to run the other machine for longer periods of time to make enough ice to keep up with demand. We have all the parts to finish the job, we just need to stop deliveries for a day or so to finish the job.
- The Seiners have mostly left for the season. There are a few boats still working here.
- The harbor response boat has had some issues with the outboard engines. We were able to haul it out and get the repairs done at the Bay Company. The engines are starting to show their age. I estimate needing to replace them in the next 2-3 years.
- We are still waiting for a time to take the boat trailer out of service for 3-4 days to replace the wire harness. We hope to install the remote control system at the same time.
- There was a water leak in South Cove this month. We were able to find the leak and repair it.
- We are preparing to invoice permanent moorage. This will be the first time that Caselle has been used to do this. Shannon is working with them to develop a way to enter the permanent moorage list. At the same time, we invoice permanent moorage, we also work on the waiting list and make slip assignments.
- The camera system at the ice house went down this month. We were able to fix it with spare parts and Doug Ward's help.
- As the season slows down, I will be taking some leave time to catch up on personal projects.

CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: RJ Ely
Date: August 28, 2024
RE: August 2024 Staff Report – Police Chief

ACTIVITY

Activity from July 22, 2024 through August 27, 2024 Dispatch Center took the following amount of calls for service:

Craig	1082
Klawock	389
AST	7

DEPARTMENT OF MOTOR VEHICLES

McKenna Hollow back from leave, making it easier to schedule road / driving tests and giving some time off for other DMV Agent.

DISPATCHER(S)

Still looking for a part time fill in dispatcher. Have interviews lined up and hope to be making an officer, 1st week of September.

OFFICER(S)

Ofc. Poole completed his two-week employment and while here, allowed myself and Sgt. Page to take a few day's off. Being Poole is a certified Taser Instructor, he was also able to certify all CPD Officers with new advanced Taser's.

Ofc. Easley has completed FTO and has taken over the FTO of Ofc. Parsons.

All equipment has been ordered, to become complaint with ALMR & FCC Regulations, for equipment inside the dispatch center.

Working towards finalizing Policy / obtaining equipment to issue Body Camera's to all Officers.

Working on getting Ofc. Parsons into Fairbanks Police Academy, which starts in October this year. By doing this, CPD will only be down one officer, at a time, for Ofc. Vanstralen will attend the academy in Sitka, January/February 2025.

CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: Oliver Lewis
Date: August 28th, 2024
RE: September Staff Report – Public Works

Streets & Drainage:

- a. Monthly road grading again for PSN gravel road.
- b. Thompson Rd. Capital projects. Complete.
- c. Working through process with FEMA to get re-imbursement for PSN slide costs. FEMA and State sent direct slide costs to DC for payment. Next phase will be mitigation upgrades for 62 pit and 4.5 mile PSN road. Handing off project to City Planner. Ongoing.
- d. CTA has started sidewalk project on Pt. Bagial.

Sewer:

- a. Monthly Sludge processing.
- b. Monthly sampling.
- c. Building Specialties have ordered all materials for WWTP roof repair. Scheduled to start replacement in August/September. Ongoing.
- d. Ordered replacement pump for East Hamilton lift station. Will install as soon as receive.

Water:

- a. Continuing to perform monthly and quarterly sampling as scheduled.
- b. Monthly Data reported to DEC.
- c. SCADA upgrades scheduled for July start. All materials are received for upgrade, will postpone install until summer processing use dies down. Have scheduled installation date from Contractor for November 4th.
- d. Working with Kevin Ulrich at ANTHC for engineering of water treatment plant. HDL Engineers was onsite August 19th -22nd. Did evaluation of the water treatment plant. Will give three options for upgrade. ANTHC procured over \$500K in funding to pay for preliminary engineering report. Meeting with HDL was successful in identifying production issues.
- e. Received replacement media and new underdrains for all 4 filter trains at Water plant. Well prepared for future.
- f. Working out details for Raw water line engineering from Dam to Treatment plant. State revolving fund has made offer to loan the City 1.8 million dollars to complete shovel ready design and engineering. Loan forgiveness will be \$1.8 million. Public works working through application.

g. Department of Environmental Conservation (DEC) has required the City of Craig to install backflow preventers at North and South Cove Harbors by end of the year. This is a compliance issue going back quite a while. It has finally caught up to an enforceable action. Petro fuel dock has also been added to this action. PW has re-submitted for DEC permit and plans to do work after the fishing season. PW will provide a budget and schedule to City administrator by 8-1-24. Ongoing.

Solid Waste:

- a.. Garbage truck repairs completed by Solid Waste Solutions. Week of August 19th. Truck in good shape.
- b. F/Y 25 budget approved to purchase new garbage truck. Starting bid solicitation and financing process. New truck at least 1 year out from delivery. Working with Company called "Sourcewell" to aid in government procurement.
- c. New 65 gallon bear proof cans are in stock and being distributed to customers.

Routine operations:

- a. Monthly meter reads and rereads. Working on new meter reading software and device. Will have onsite training for City staff from manufacturer, should help streamline process for reading and billing. Training scheduled for end of September beginning of October.
- b. Public Works Employees all set up with e-mail to participate in City wide safety program. Ongoing.
- c. Public Works equipment repairs as needed.
- d. Equipment regular maintenance getting performed.
- e. Ordered 25 new street lights, coordinate with AP&T for replacement. Ongoing.

Administrative:.

- a. Purchased three spots in Level 1 water operator certification program for 10-18-24. DEC has funding for first come to re-imburement for all training and travel expenses. Ongoing.

Parks and public facilities:

- a. Daycare project, Mini toilets procured and ready to install . City staff available for additional work as required. Ongoing.
- b. Wood fired Boiler, Developing plan and budget to expand dry wood chip storing capacity. Current boiler storage holds about 5 loads of chips. When delivery is inconsistent we have to shut down boiler. Will present plan and budget to City Administrator by 8-1-24.
- c. Ordered flooring for City Hall front office renovation.

THE CITY OF CRAIG RECREATION AND AQUATIC CENTER

SUMMARY FOR COUNCIL MEETING SEPTEMBER 2024

Admin: We were thrilled to welcome Rebecca Madden to the Parks and Recreation Team. Focus has been spent on fishing derby wrap-up and planning gala. Team will attend state-wide Parks and Recreation Conference in Wrangell Sept 18th through 23rd. Afterschool Network Evaluator will be here Oct 15th-18th to support, and train staff in best practices for afterschool programs.

Facility Usage:

2 rentals of youth center in August
2 rentals of gym and bounce house in August

Summer Youth Center Activities

included soccer, dodgeball, and roller-skating. Afterschool will start up September 9th

Youth Center Field Trips

Coffman, Kasaan and Naukati twice. We had average of 10-15 participate. It included horse rides, trail walks, pickleball, and festivities.

Community Garden and Flower Baskets

Community Garden Expansion Garden new gardeners joining. Harvesting is happening by gardens.

Organized Sports and Dance Activities:

Open Gym continues and volunteer activities including Scholastic Book Club Book Faire 8-27-31-2024. Soccer kicked off with 14 youth. Becca and Becca Moots coached the group. Ballet starts September 22nd for 4 weeks. Thank you AnnMarie Adams. Fun Run/Walk in partnership with Running Club to celebration National Peach Pie Day.

Additional Activities:

Slippery Salmon Relay, Pie Contest, & Boutique.

Annual Events:

Farmers and Craft Market and Fishing Derby Gala

Outreach & Promotions:

POST articles, flyers posted, social media, and radio. Thank you,
Submitted by Gretchen Klein



Save the Dates:

Art Walk September 7th
Farmers & Craft Market
September 21
Autumn Festival Oct 12th
National Filipino Month
Celebration Oct 19th

BACK TO TOP

First Fridays ART WALK

"FIRST FRIDAYS" IS SPONSORED BY:
Strictly Local Gallery, Alaska Gifts, Alaska Echo,
Craig Tribal Association Gift & Smoke Shop, Prince
of Wales Electronics, and Log Cabin Sporting Goods

Enjoy music, a featured artist,
and the opportunity to
sip, snack and stroll.

Friday, September 6, 2024
5PM - 7PM • CRAIG, ALASKA



CRAIG RECREATION

TAUGHT & MADE
POSSIBLE BY
ANN-MARIE ADAMS
ADVANCE
SIGN UP REQUIRED
BY SEPT 15TH

SCAN QR CODE
TO SIGN UP!



AGES 3-4
(LIMITED TO 15 STUDENTS)
SUNDAYS 4-5PM
FIRST CLASS SEPT 22ND
(PARENTS ENCOURAGED TO ATTEND)

AGES 5-6
(LIMITED TO 15 STUDENTS)
SUNDAYS 5:15-6:15PM
FIRST CLASS SEPT 22ND

AGE 9 AND UP
(LIMITED TO 15 STUDENTS)
FRIDAYS 2:30-3:30PM
FIRST CLASS SEPT 27TH

AGES 7-8
(LIMITED TO 15 STUDENTS)
FRIDAYS FROM 3:45 - 4:45PM
FIRST CLASS SEPT 27TH

JOIN US FOR
FALL 2024

BALLET CLASS

STARTS
SEPTEMBER
22ND
\$40 PER CHILD

1 HOUR LESSONS

SCHOLARSHIPS AVAILABLE
UPON REQUEST

4 WEEKS OF CLASSES
NO COSTUME OR RECITAL

GET MORE INFO, SIGN UPS &
MORE DETAILS AT
[HTTPS://WWW.SIGNUPGENIUS.COM/GO/10C0E44A9AD23A0F5C16-50618368-FALL#/](https://www.signupgenius.com/go/10C0E44A9AD23A0F5C16-50618368-FALL#/)



City of Craig
• FARMERS & CRAFT •
Market

Saturday September 21st, 2024
10:00AM-2:00PM

Location: City of Craig Gym
(Weather permitting gym parking area will be used)

REGISTRATION BELOW

Contact Gretchen with questions 907-617-7635
QR CODE BELOW, OR
LINK: <https://www.signupgenius.com/go/10C0E44A9AD23A0F5C16-spring#/>



BACK TO TOP

THE CITY OF CRAIG PARKS AND RECREATION
PRESENTS

THE AUTUMN HARVEST

HAYRIDES-MUSIC-FOOD-GAMES

OCTOBER 12TH, 2024

NOON-4PM

CITY OF CRAIG GYM

WE LOVE VOLUNTEERS CONTACT
BECCA OR GRETCHEN 907 617-7635 TO SIGN UP
THANK YOU!



CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: Mandy Griffin
Date: August 28, 2024
RE: September Staff Report – Aquatic Center

Administrative: Pool staff has been working hard! We have filled all aquatics positions, and again are fully staffed. With our new hire we hope to have an additional CPO on staff soon. All training went very well, and feel competent in the abilities of our new guards. Due to an aquatic emergency, we will have a debriefing with PD, EMS on 7/27/24. All staff have been counseled on the event; staff have been given resources for mental health if needed.

Facility Usage:

Facility usage numbers are low this month due to the annual shut down.

178 Pass Members

467 Walk-Ins

17 Free Passes

1 facility rentals this month.

Operations:

- Review & upgrade video system as a safety protocol
- Quarterly State Water Samples Last month was all pass
- Install emergency pump shut-offs – Tongass Electric
- Install Water Slide Traffic Controller – Tongass Electric
- Install UV Filters on Kiddy Pool & Hot Tub – Tongass Electric
- Installed replacement top for kiddy pool filter
- Install Emergency Phones in Fitness Center & Pool Deck – APT
- New Probes have been installed on all boxes
- Rec-Desk program building with Recreation Department.

Activities:

We are wrapping up August swim lessons, and working towards a good lesson schedule for the Fall/Winter season. We anticipate the ability to remain open on Saturdays with the addition of the new LG II/III. I'll be reaching out to all schools to begin scheduling for school lessons programming.

Summary: Our staff is doing well, emergencies happen, and I'm very proud of their skills, and response to the situation. With that being said we will be reviewing all safety protocols and updating our policy and procedures. We look forward to a great fall.

Respectfully Submitted,

Mandy Griffin
Aquatic Center Manager

CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: Stephanie Merritt
Date: Tuesday, August 27, 2024
RE: Staff Report – Library

Services Usage:

Patron Count: 860

Wi-Fi Users: 21

Computer Users: 70

Storytime: 50

Paperback Exchange: 101

Total Circulation: 2,417

Inter Library Loan (ILL): 40

Funding and Grants

- **Public Library Assistance Grant (PLAG) Prorate** We have been recently notified that the funding for this state grant program has been reduced significantly. This grant program is a non-competitive award that supports library operations. The Craig Public Library has relied on this grant to provide essential programs, materials and supplies, and services to our community. For the past 20+ years this grant award has been \$7,000. This year we have been awarded \$1,829. We encourage community leaders, concerned citizens and elected officials to send letters of support to fully fund PLAG. Letters can be directed to ced.library.grants@alaska.gov and state representatives.

Programming and Outreach

- **Summer Reading Program** The program concluded August 24th. We had 96 participants who collectively read a total of 3,022.5 hours.
- **Play & Learn Kits** The program ended on August 24th. We gave out 84 kits distributed among 21 families. Remaining kits are being distributed at the Bookfair.
- **Workshops & Events** Over the summer we hosted 10 special events including author talks, film screenings, art classes and nature workshops. We had 259 participants in total.
- **Craig Library Association Scholastics Bookfair** We are currently hosting the bookfair at the City Gym.

Facilities

- All the pieces of the new tables have arrived. We now have mobile tables with power built in to each table.

Projects

- **New Library Building** Visit the landing page here: <https://www.craigak.com/library/page/new-library-project>.
- **Rep. Rebecca Himschoot** visited the library. We discussed the new library building project, showed her our plans and gave her a tour of our current facility.

City Clerk

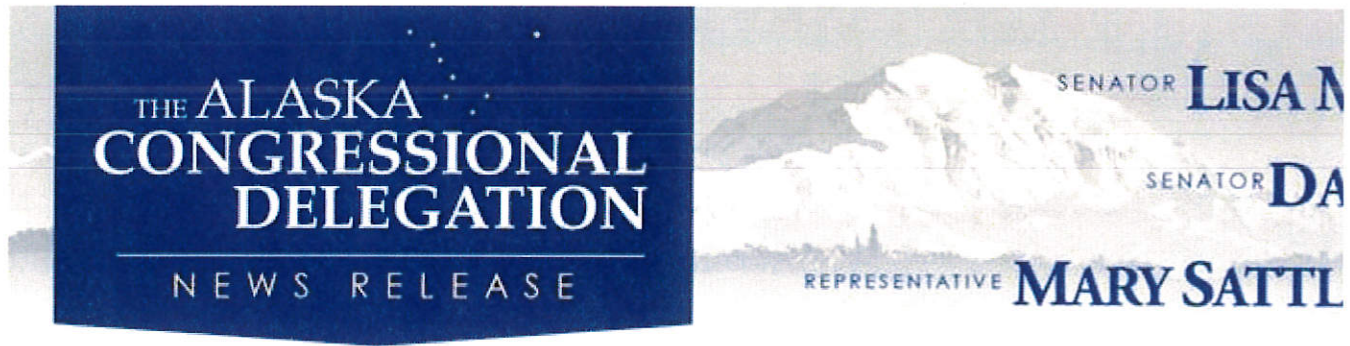
Subject: FW: Alaska Delegation Celebrates Ninth Circuit Ruling Defending Southeast Troll Salmon Fishery

From: Klein, Chere (Sullivan) <Chere_Klein@sullivan.senate.gov>
Sent: Friday, August 16, 2024 8:04 PM
To: Brian Templin <administrator@craigak.com>
Subject: Alaska Delegation Celebrates Ninth Circuit Ruling Defending Southeast Troll Salmon Fishery

Chere Klein
SE Regional Director, Congressional Delegation
U.S.Senator Dan Sullivan
1900 First Avenue; Ste 225
Ketchikan, AK. 99901
907-225-6880

Begin forwarded message:

From: "Martin, Helen (Sullivan)" <Helen_Martin@sullivan.senate.gov>
Date: August 16, 2024 at 6:15:15 PM AKDT
To: "Martin, Helen (Sullivan)" <Helen_Martin@sullivan.senate.gov>
Subject: Alaska Delegation Celebrates Ninth Circuit Ruling Defending Southeast Troll Salmon Fishery



FOR IMMEDIATE RELEASE
202.228.5959
August 16, 2024
Plesha (Murkowski), 206.302.8317

Contact: Ben Dietderich (Sullivan),
Joe
Kaitlin Hooker
(Peltola), 202.225.5765

**Alaska Delegation Celebrates Ninth Circuit Ruling
Defending Southeast Troll Salmon Fishery**

ANCHORAGE, ALASKA—U.S. Senators Dan Sullivan and Lisa Murkowski (both R-Alaska), and Representative Mary Sattler Peltola (D-Alaska), today celebrated a ruling by the Ninth Circuit Court of Appeals in favor of Southeast Alaska troll fishermen whose ability to fish has been challenged in a lawsuit brought forward by the Washington-based Wild Fish Conservancy (WFC), which attempted to shut down the fishery due to unfounded allegations regarding fishery impacts. This ruling is a welcome legal victory for the Southeast fishermen at the Ninth Circuit. The Alaska congressional delegation has filed two amicus briefs with the Ninth Circuit in support of the fishermen, [one in June 2023](#) urging the court to grant a stay so that the fishermen could proceed with their summer season, and [a second](#) in October 2023 on the merits of the case.

“Today, we secured a major victory at the Ninth Circuit for the hundreds of hard-working Alaskans who rely on the Southeast Alaska troll salmon fishery to feed their families and support their communities,” **said Sen. Sullivan**. “The court ruled against the radical Washington environmental group on the merits of their outrageous lawsuit, which claimed that our small boat, hook-and-line troll Southeast salmon fishery hundreds of miles away is having more of an impact on the viability of Puget Sound orca whales than the toxins, pollution, noise, and vessel traffic in their own back yard. It was a ridiculous claim, and the court thankfully recognized it as such. My team and I have been working shoulder-to-shoulder with our fishermen, Southeast communities and tribes, and the State of Alaska on this important battle since this lawsuit was filed in 2020. This ruling gives our Southeast fishermen greater peace of mind, and also demonstrates that, when Alaskans unite and speak with one voice, there is so much we can accomplish in defense of our economy, our unique cultures, and our people.”

“Although we’re not home yet, the most important thing right now is that Southeast Alaska’s troll fishery can continue,” **said Sen. Murkowski**. “This is a critical industry for Southeast Alaska that has minimal impact on the ecosystem, and the congressional delegation, state, tribal groups, and local environmental groups are all united in their advocacy to allow the fishery to resume. I look forward to the National Marine Fisheries Service’s new biological opinion, which I’m hopeful will help put this issue to rest for good.”

“We’re not in the clear yet, but this is a big sigh of relief for our fisherman, our fishing families, and our Alaskan economy,” **said Rep. Peltola**. “Trolling is low-impact, and advocacy groups from the state level all the way to environmentalists agree. Let’s protect our troll fishermen and industry for good.”

The plaintiff in the case, WFC, argued that the Southeast Alaska salmon harvest is a primary contributor to the population decline of Southern resident killer whales hundreds of miles to the south in Puget Sound. WFC is the same organization that is petitioning to list King salmon in the Gulf of Alaska as “threatened or endangered” under the Endangered Species Act.

In their amicus brief, the congressional delegation noted that Congress allocated millions of dollars in recent years to support the survival of Southern Resident killer whales.

The State of Alaska and the Alaska Trollers Association are interveners in the lawsuit.

Timeline:

1. On December 13, 2022, a Seattle-based magistrate judge ruled largely in favor of the WFC, an extreme environmental group challenging the National Marine Fisheries Service (NMFS) in the case. The ruling was subsequently appealed to the U.S. District Court in Seattle, Washington.

2. On March 2, 2023, the Alaska House of Representatives passed a resolution urging state and federal agencies to defend the Southeast troll fishermen in court. The Alaska fishermen have also received resolutions of support from the City of Wrangell, the City of Sitka, and the Ketchikan Gateway Borough, among many others.
3. On March 6, 2023, the Alaska congressional delegation [filed an amicus brief](#) with the District Court supporting the Southeast Alaska troll fishermen.
4. On May 3, 2023, the Alaska congressional delegation [condemned a ruling](#) by the District Court in favor of the lawsuit filed by WFC that would effectively shut down the Southeast Alaska small boat troll salmon fishery. The District Court ruling was subsequently appealed to the Ninth Circuit.
5. On June 2, 2023, the Alaska congressional delegation [filed an amicus brief](#) urging the Ninth Circuit to grant a stay, arguing the shutdown of the summer fishing season would be catastrophic to Southeast coastal communities and hard-working Alaska fishermen.
6. On June 21, 2023, the Ninth Circuit [granted a stay](#) allowing Southeast Alaska troll fishermen to proceed with their July 1 season opener, in spite of an ongoing WFC-filed lawsuit.
7. On October 6, 2023, the Alaska congressional delegation [filed an amicus brief](#) with the Ninth Circuit in support of the Southeast fishermen on the merits of the case.

###

The Plan for a Regional Community Quota Entity in Southeast Alaska

Alaska Sustainable Fisheries Trust(ASFT), Spruce Root, Catch Together, Central Council Tlingit Haida Indian Association and Sealaska are in the early stages of developing a regional Community Quota Entity (CQE) in Southeast Alaska to restore fisheries access to Native Alaskan and rural communities.

The Problem:

Rural communities in Southeast Alaska have lost between 56% and 91% of commercial halibut fishing rights since 1995, causing loss of infrastructure, out migration of commercial fishing businesses, and loss of cultural practices around fishing. We believe that restoring Native and rural access to commercial fishing will support cultural practice, subsistence harvest, food security, and economic livelihood for community residents.

Our Proposed Solution:

We are in the process of forming a regional CQE in Southeast Alaska with multiple sponsoring communities. The objective of the organization will be to restore the rights of Alaska Natives and rural residents to access, steward, benefit from, and invest in their local fisheries resources, honoring a cultural past while promoting a resilient future.

Unlike single CQE entities, the regional CQE will be able to leverage the funding relationships and services of its partner organizations and communities. This will be essential considering that many single CQEs are unable to purchase quota in meaningful amounts. Staff members from the partner organizations will be able to lend some of their time and expertise to the CQE to relieve administrative burden, build financial and business capacity, develop direct markets and participate in fishery policy arenas.

We anticipate the following benefits for fishermen and fishing communities:

- Access to B and C share halibut and sablefish quota
- Participation in the federal fisheries management process
- Maintenance of culturally-important resources, values, and knowledge
- Assistance meeting federal reporting requirements
- Community wealth-building (rather than lease fees benefiting an external quota-holder, lease revenues are reinvested in community quota)

At this time we are looking for qualifying communities who might be interested in joining this regional effort and benefitting from the CQE program. Individual community input is important in the formation of the CQE management plan and we hope to have community participation in this strategic planning process. Restoring community and entry level access to fisheries is the foundation of this effort and we hope to grow beyond the CQE program in the future.

**CITY OF CRAIG
MEMORANDUM**

To: Craig Mayor and City Council
From: Brian Templin, City Administrator
Date: August 29, 2024
RE: Title 16 Revisions

At the August 15, 2024 council meeting staff provided a copy of Title 16 to the council for review and discussion.

Once the council has had a chance to review Title 16 and determine what, if any, changes should be made the council should provide clear direction to staff on the goals and areas to be changed, along with direction on the changes to be made.

Once the council has given clear direction to staff, staff will work on language changes and forward the amended language to the Planning Commission for public input, consideration and recommendations. At the conclusion of any Planning Commission process staff will bring back proposed, publicly vetted language to the council in the form of an ordinance making changes to Title 16.

This is a complicated issue and will likely not be easily resolved in a single council meeting. The council should continue discussions and direct staff to keep the item on the agenda for future meetings until the council is satisfied with the discussion and ready to forward recommendations back to staff and the Planning Commission.

A full copy of Title 16 was provided in the August 15th packet. This section of the municipal code governs leases, sales, easements, and various permits related to use of city owned lands and tidelands.

Tobias Frieb
 Craig Middle School Athletic Director

I'm writing to the Craig city council to ask for assistance with updating the middle school athletic program. In May, I submitted a request for new uniforms with our island school grant. Unfortunately the grant denied my request. Our cross country, men's basketball and cheerleading uniforms are old and worn out and could use a refresh. Attached are the quotes that I received from our uniform website. I only ask that the city council has a discussion about this topic and reviews our need for new uniforms. Thank you for your time and consideration.

SHIRT - 95237 [roster fitting, loose-fit bigger size]		49	\$30.09	\$1,483.01
Size	Quantity			
S	4			
M	7			
L	7			
XL	5			
2XL	2			
WXS	1			
WS	4			
WM	7			
WL	5			
WXL	5			
W2XL	2			

UNIFORM - 46821 [Jersey: reversible roster bigger size bottom: reversible roster bigger size]				25	\$90.11	\$2,272.51
Jersey		Short				
Size	Quantity	Size	Quantity			
S	6	S	6			
M	6	M	6			
L	6	L	6			
XL	3	XL	3			
2XL	3	2XL	3			
3XL	1	3XL	1			

Product Details	Quantity	Price	Total
SHORT - 13087 [fitting, loose-fit bigger size]	44	\$20.99	\$927.76
Size	Quantity		
S	4		
M	7		
L	5		
XL	4		
2XL	2		
WXS	4		
WS	7		
WM	5		
WL	4		
WXL	2		

Product Details	Quantity	Price	Total																												
Uniform	11	\$64.37	\$708.07																												
<table border="1"> <thead> <tr> <th colspan="2">Jersey</th> <th colspan="2">Short</th> </tr> <tr> <th>Size</th> <th>Qty</th> <th>Size</th> <th>Qty</th> </tr> </thead> <tbody> <tr><td>WL</td><td>2</td><td>WL</td><td>2</td></tr> <tr><td>WM</td><td>3</td><td>WM</td><td>3</td></tr> <tr><td>WS</td><td>3</td><td>WS</td><td>3</td></tr> <tr><td>WXL</td><td>1</td><td>WXL</td><td>1</td></tr> <tr><td>WXS</td><td>2</td><td>WXS</td><td>2</td></tr> </tbody> </table>	Jersey		Short		Size	Qty	Size	Qty	WL	2	WL	2	WM	3	WM	3	WS	3	WS	3	WXL	1	WXL	1	WXS	2	WXS	2			
Jersey		Short																													
Size	Qty	Size	Qty																												
WL	2	WL	2																												
WM	3	WM	3																												
WS	3	WS	3																												
WXL	1	WXL	1																												
WXS	2	WXS	2																												
			\$849.68																												

BACK TO TOP

**CITY OF CRAIG
MEMORANDUM**

To: Craig Mayor and City Council
From: Brian Templin, City Administrator
Date: August 26, 2024
RE: Land Sale/Swap with Bob Anderson

At the August 15, 2024 council meeting the council authorized the city administrator to negotiate the sale of a tideland parcel (Lot 4, Block 28A, USS 1430 CTA) with Bob Anderson (the upland owner). As part of the application and discussion, the council authorized an equal value exchange/sale of property to extend the parking area at the Craig seaplane terminal. A drawing is attached that shows both parcels.

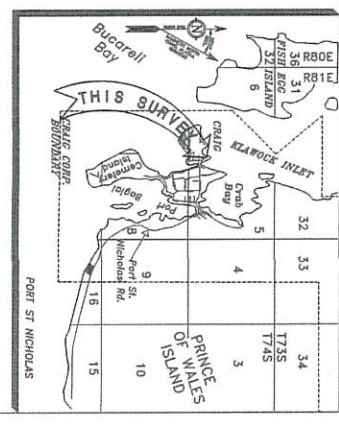
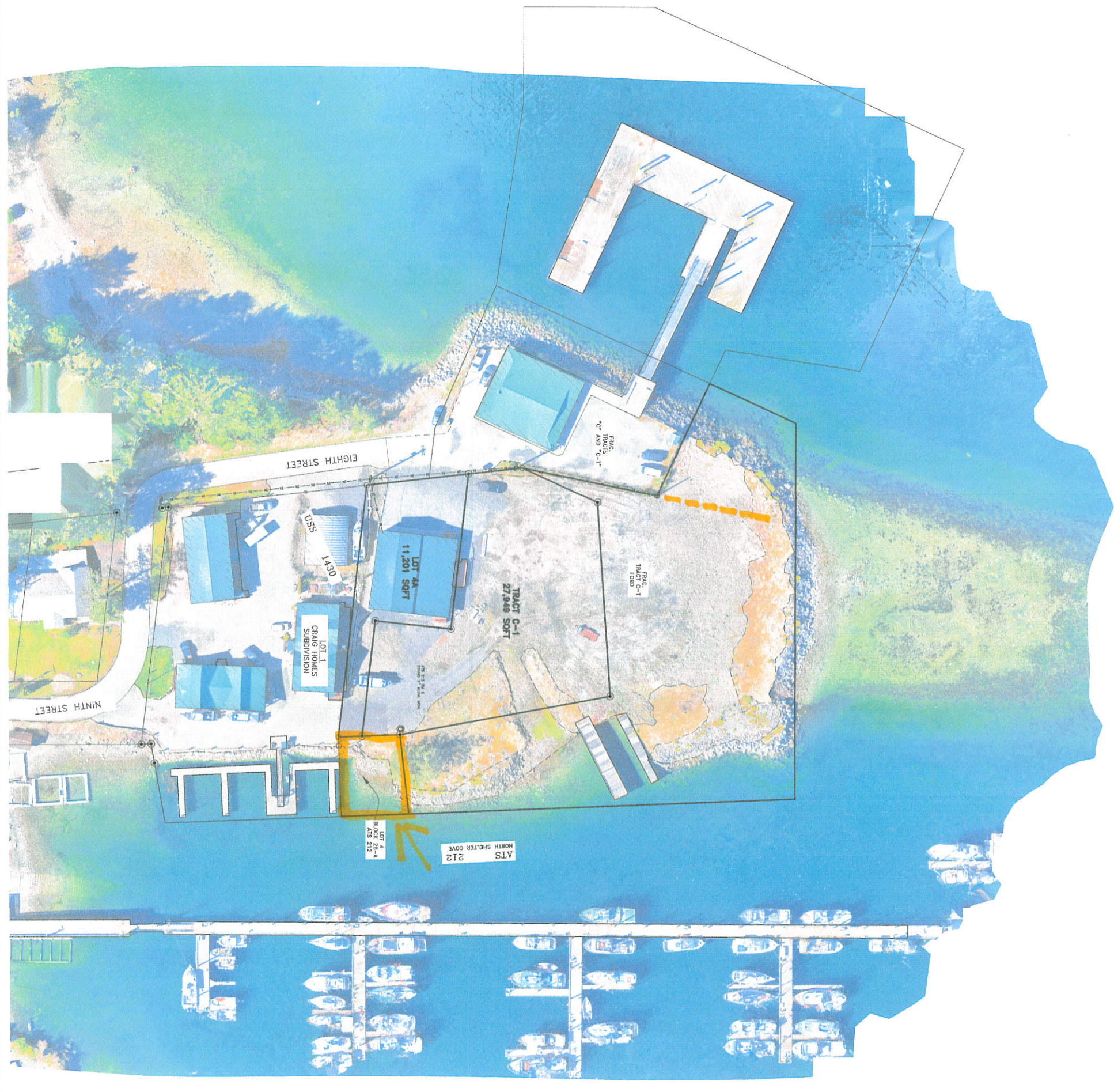
Staff has negotiated a 50/50 split of appraisal costs on the two parcels and will be liable for all of the survey costs since the parcel Mr. Anderson is buying is already surveyed and platted.

The total appraisal cost for both parcels is estimated at \$9,000. This would make each party liable for \$4,500. The survey cost is estimated at \$6,200. This puts the total cost of surveying and appraisal for the city's share of the exchange at \$10,700. The council should appropriate these funds from the city's land development fund.

Based on the types of parcels (tideland vs. upland) and the sizes (the city will likely receive a larger parcel in exchange) it is almost certain that the city will have to make a cash payment for the difference in the property values. This amount is unknown at this time but should also be funded from the city's land development fund. Once we have the final value, staff will bring another appropriation request to the council to complete this action.

Recommendation: That the Craig City Council appropriate up to \$11,000 to cover the city's share of the cost of surveying and appraising a portion of Tract C-T and Lot 4, Block 28A related to this land sale/exchange.

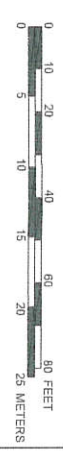
Recommended Motion: Move to appropriate up to \$11,000 from the Craig Land Development Fund related to a land sale/exchange with Mr. Robert Anderson.



PRELIMINARY

SCALE 1"=20'

THIS DRAWING MAY BE REDUCED. VERIFY SCALE BEFORE USING



1 METER = 3.280833 U.S. SURVEY FEET
1 U.S. ACRE = 0.4047 HECTARES

SHEET 1 OF 1

RSM
REAL SURVEYING & MAPPING, INC.
 7190 REVILLA ROAD, SUITE 200
 KETCHIKAN, AK 99901
 CRAIG OFFICE
 P.O. BOX 1273
 CRAIG, AK 99821
 Phone: (907) 826-2944
 Fax: (907) 225-5441

R. ANDERSON BOAT SHOP
 EXISTING CONDITIONS SURVEY
 LOT 4A AND TRACT C-1
 (PLAT 2023-20)

LOCATED WITHIN	U.S. SURVEY 1430
	KETCHIKAN RECORDING DISTRICT
	FIRST JUDICIAL DISTRICT
	STATE OF ALASKA
SURVEYED BY:	TGP
DATE:	05/01/2023
DRAWN BY:	CGP
DATE:	FEB 2023
CHECKED:	CGP
SCALE:	1"=20'
RAK PROJECT NO.:	222906

CITY OF CRAIG MEMORANDUM

To: Mayor Smith and the Craig City Council
From: Mary Salazar, City Clerk
Date: August 30, 2024
RE: Appointment of Election Judges and Set Compensation

The following Craig residents have agreed to serve as election judges: Ashley Knock (Chair), Jessica Benson, Evelyn Wilburn, Nicole Vickers, and Heather Mendonsa.

Per Section 2.12.220.B of Craig Municipal Code, the mayor, with approval of the council, appoints judges for municipal elections.

It is customary for the city to provide a stipend to each judge that works the election. Staff recommends \$200 for the chairing judge, and \$150 for every other participating judge.

Recommendation:

1. Move to appoint Ashley Knock, Jessica Benson, Evelyn Wilburn, Nicole Vickers, and Heather Mendonsa as 2024 municipal election judges.
2. Approve a stipend of \$200 for the chairperson judge, approve a stipend of \$150 for each participating election judge, and approve a stipend of \$100 for each participating relief worker election judge.

**CITY OF CRAIG
MEMORANDUM**

To: Craig Mayor and City Council
From: Brian Templin, City Administrator
Date: August 27, 2024
RE: Island Daycare (Craig Daycare Center)

As the council is aware the city owns the daycare facility located next to the city gym. Until 2021/2022 this facility was leased for \$1 per year to the Craig Child Care Center (CCCC) for the operation of a state licensed daycare center. Neither CCCC nor the operating daycare were a department of the city. The relationship between the two was a landlord/tenant relationship.

When CCCC ceased operations, the city advertised for proposals from a new operator for a similar relationship. Island Daycare (Venessa Richter-Russell and Margaret Gore) submitted a proposal. The city subsequently entered into a lease with Island Daycare that was signed on January 30, 2023.

The council has asked for regular updates from staff and from Island Daycare related to progress toward opening the center. The last update to the council was that Island Daycare was still working on the information and approvals needed to submit a complete license, particularly the qualified administrators for the center and their associated credentials and background checks.

The council has been expecting an opening date by the end of August 2024.

I recently received an email from Venessa that just after the background and credential approvals for the administrators was completed, both of the administrators had taken themselves out of consideration to manage the center. That leave Island Daycare looking for qualified administrators and still without a complete application to the state licensing staff.

The council has made a number of comments over the past several months about how to proceed with the daycare center. These comments have included starting the proposal/lease process over, continuing to work with Island Daycare, or moving on to some other use for the facility.

If the council is interested in some option other than continuing to work with Island Daycare, staff will need direction from the council to cancel the lease. Section 3 of the existing lease allows for cancellation if the lessee suspends use of the facility for one month. Since the daycare has not operated yet, this clause would not likely apply.

The other option that the council has, if it is interested in some other operator or use, is to direct staff to start the process outlined in Section 18 of the lease agreement to terminate the lease.

The council should give clear direction to staff on how the council wants to proceed with this lease and future operation of the daycare building.

No formal action is required at this time, but the council should give staff clear direction on how it wants to proceed. Staff will start working with this direction and will bring the issue back to the council based on this direction.

A copy of the current lease is attached for the council's information.

LEASE AGREEMENT
DAYCARE BUILDING

This lease agreement is entered into by and between the **CITY OF CRAIG, ALASKA** whose address is PO Box 725, Craig, AK 99921 (hereinafter “City”), and **ISLAND DAYCARE**, whose address is PO Box 1155, Craig, AK 99921 (herein called the Lessee):

WHEREAS Lessee desires to operate a non-profit child care center on City-owned property at Tract 15, USS 1430 (301 Main Street) within the Craig city limits; and,

WHEREAS Lessee has determined that the building at 301 Main Street is a suitable location for said activity; and,

WHEREAS City maintains it is in its interest to lease the building at 301 Main Street to an operator qualified to deliver licensed child care services to the public.

WITNESSETH:

1. Lease of Property. The City hereby leases to Lessee the building commonly known as the Craig Child Care Center, located at 301 Main Street in Craig.
2. Lease Term. The effective date of this lease is January 30, 2023, when signed and notarized. This lease shall expire January 31, 2028. This lease may be renewed thereafter in 5-year intervals up to three times. The lessee is responsible for submitting a written request for renewal at least 60 days before the existing lease lapses. The City must review and approve the renewal in order to extend the lease.
3. Lease Payments. Lessee shall pay to City the sum of \$1 (one dollar) per year for the term of this lease.
4. Purpose of Lease. Lessee shall provide child care services to the general public. City may cancel this lease if and when the Lessee suspends use of the leased premises for the above purposes for a period of one (1) month or longer.
5. Good Care. Lessee agrees to maintain the leased area, and any appurtenant buildings, equipment or structures in a well-maintained and sightly condition. Lessee agrees to conform to all applicable City land use requirements and shall comply with all laws and regulations of the City, the State of Alaska and the federal government. Lessee agrees to obtain authorization from the City for construction of any and all structures placed on the lease area.
6. Obligations of Lessee. Lessee agrees to:
 - a. Offer to the general public fee-based, licensed child care services at least Monday through Friday every week during the term of this lease.

- b. Bear the cost of all electric, heating oil, janitorial, and other operational expenses resulting from Lessee's occupation of the building.
 - c. Perform simple maintenance duties to the building, including opening clogged drains and toilets, replacing light bulbs, and other day-to-day maintenance tasks.
 - d. Keeping walkways into and around the building clear by shoveling snow, spreading ice melt as needed, and removing obstructions.
 - e. Repaint interior finishes from time to time.
 - f. Maintain kitchen appliances in good working order.
 - g. Inform the City when the building or its mechanical systems need maintenance or repair.
7. City-Provided Services. City will provide water, wastewater, and solid waste collection services at no cost to Lessee. City will maintain the floor, subfloor, roof, and exterior walls and surfaces when, in city's judgement, maintenance of these areas is needed. The City will also maintain the following mechanical systems: electrical, plumbing, heating, and fire alarms.
8. Standard Terms and Conditions. The provisions of Craig Code 16.02.140 (terms and conditions of leases) are incorporated herein by reference, as if fully set forth herein; and Lessee acknowledges receipt of a copy of those provisions.
9. Subleasing. The provisions of Craig Code 16.02.140 (C) outline the requirements for a sublease. A sublease in this instance may apply to a portion of the property either vacated for the sublessee or shared. Any sublease must be negotiated and approved by the city prior to its implementation.
10. City Access. City staff shall have the right to enter the leased premises at all reasonable times to examine the condition of same.
11. Shared Use. Building facilities like the kitchen may be used by city staff for events with advanced notice to lessee. Facility users will be responsible for clean-up associated with use.
12. Representation. The City reserves the right to have one representative serving on Island Daycare's Board of Directors.
13. Indemnification. Lessee agrees to hold harmless, indemnify and defend City against any and all claims for damage, injury, or wrongful death which may be brought or asserted by Lessee, its agents, or third parties resulting from Lessee's use or occupancy of the leased premises.

14. Disposition of Lessee Improvements. All buildings, fixtures and equipment of whatsoever nature, that Lessee shall have installed upon the leased premises, whether permanently affixed or otherwise, shall continue to be the property of the Lessee and may be removed by it at the expiration or termination of this lease or of any renewal thereof; and at its own expense, Lessee shall repair any injury to the premise resulting from such removal.
15. Insurance Provided by Lessee. At no expense to the City, Lessee shall obtain and keep in force throughout the time period of this lease, comprehensive public liability insurance naming the City as an insured or as additional insured, in coverage amount of at least \$1,000,000 per occurrence. Lessee will provide the City with proof of insurance coverage in the form of a certificate of insurance and upon City request Lessee will additionally provide a copy of the insurance policy. Said insurance policy must provide that the City will be notified at least 30 days before termination, cancellation or material change in the insurance coverage; and include a waiver of subrogation by which the insurer waives all rights of subrogation against the City for payments made under policy.
16. Adjacent Facilities. The playground adjacent to the building at 301 Main Street, and the City Gym are not subject to this lease. Both facilities are retained by the City for public use.
17. Obligation on Successors. This lease and all covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.
18. Notice of Termination. Either Lessor or the Lessee may terminate this lease by giving the other (30) days' notice in writing.
19. Financial Reports. Lessee will submit to City standard financial reports of Lessee's operations. Reports shall be submitted by Lessee to City no less frequently than each calendar quarter.

CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: Kimber Mikulecky
Date: September 05, 2024
RE: Additional Money Appropriation – Finance Director

In September 2023, the city received an EFT deposit for \$60,259.95 from the state. This money is additional jail funding that was funded based on requests from RJ. This money must be spent on jail improvements.

As of July 1, this money is not spendable in the current year budget. We are requesting an appropriation of this money out of the general fund to purchase jail improvements.

Recommendation: Council appropriates \$60,259.95 from the general fund to the Police department specifically for jail improvements.

If you have any questions, please reach out to me directly via email at finance@craigak.com or by phone at 907-826-3275 extension 226.

**CITY OF CRAIG
MEMORANDUM**

To: Craig Mayor and City Council
From: Brian Templin, City Administrator
Date: August 29, 2024
RE: Discussion on PRO Housing Grant Through HUD

Councilmember Josh Bennett asked that this item be placed on the agenda for the September 5th meeting.

Josh sent this to me earlier and I have asked staff to look into the grant. We are still determining if there is an appropriate project.

Chances of funding through this program are not high. It appears to be a highly competitive grant, the City of Craig is listed as NOT a geographic priority area, and previous awards seem to favor larger metropolitan areas. Regardless, we are looking at the grant program and will submit an application if we have a project that meets the requirements.

FY24 PRO Housing FAQs

This document provides answers to frequently asked questions about HUD’s Pathways to Removing Obstacles to Housing (PRO Housing) competition, including new information for the second round of funding.

Contents

General Questions..... 1

Funding Opportunity Description..... 2

Award Information 4

Eligibility Information..... 4

Application and Submission Information..... 9

Application Review Information 13

Award Administration Information 17

Other Information..... 19

General Questions

1. What has changed for the second round of funding?
 - Maximum award amount decreased to \$7m
 - Total funding increased to \$100m
 - Increased number of expected awards to 30
 - Added language encouraging overlapping jurisdictions to partner, rather than submitting competing applications
 - Added criteria for review of pass-through programs into rating factors
 - Updated rating factors to reflect FY24 Appropriations Act directive to prioritize applicants who can demonstrate progress and commitment to overcoming local barriers ‘primarily by having enacted improved laws and regulations’
 - Added a definition of ‘geographic scope’
 - Prior (FY23) PRO Housing awards may not be used as leverage
 - New required Attachment B: Certification of Compliance with NOFO Public Participation requirements
 - Unscored narratives for Advancing Racial Equity, Experience Promoting Racial Equity, and Affirmative Marketing and Outreach are required
 - Awardee reporting in the Disaster Recovery Grant Reporting (DRGR) system will now occur quarterly, instead of the FY23 requirement for annual reporting

2. If I applied for FY23 PRO Housing and did not receive an award, can I apply to FY24 PRO Housing?

Any applicants who meet the eligibility criteria found in the FY24 PRO Housing NOFO, including unsuccessful applicants to FY23 PRO Housing, are invited to apply. FY24 PRO Housing is not limited to successful applicants under FY23.

3. If I received an FY23 PRO Housing award, can I apply for FY24 PRO Housing?

Yes. FY23 PRO Housing awardees are eligible to apply for FY24 PRO Housing.

4. Can HUD help interpret the NOFO? Can we set up a phone call with the PRO Housing team?

No. Under the HUD Reform Act, HUD cannot provide advice about prospective proposals. This means that HUD cannot answer questions about specific proposals, including whether a proposal would be eligible or competitive. Applicants should rely on the FY24 PRO Housing NOFO as the definitive source of information about the FY24 PRO Housing competition.

Prospective applicants are encouraged to attend future webinars on the FY24 PRO Housing NOFO.

5. How can I contact HUD with questions about program-specific requirements?

Please direct questions to CDBG-PROHousing@hud.gov.

Funding Opportunity Description

6. What is the PRO Housing competition? What are PRO Housing grants for?

Pathways to Removing Obstacles to Housing, or PRO Housing, is a competitive grant program being administered by HUD. PRO Housing seeks to identify and remove barriers to affordable housing production and preservation.

7. What kinds of barriers does PRO Housing seek to remove?

Barriers to affordable housing look different in every community, but they can be caused by zoning decisions, land use policies, or regulations; inefficient procedures; gaps in available resources for development; deteriorating or inadequate infrastructure; lack of neighborhood amenities; or challenges to preserving existing housing stock such as increasing threats from natural hazards, redevelopment that reduces the number of affordable units, or expiration of affordability requirements. Applicants are asked to describe and respond to their own unique barriers.

8. What is HUD prioritizing in the PRO Housing competition?

HUD will prioritize applicants that demonstrate:

(1) progress and a commitment to overcoming local barriers to facilitate the increase in affordable housing production and preservation, primarily by having enacted improved laws and regulations; and

(2) an acute need for housing affordable to households with incomes below 100 percent of the area median income.

9. What is a NOFO?

NOFO stands for Notice of Funding Opportunity. The FY24 PRO Housing NOFO provides the regulations, scoring criteria, application instructions and more for the FY24 PRO Housing competition. The FY24 PRO Housing NOFO was released on August 13, 2024.

10. How is PRO Housing related to the Community Development Block Grant (CDBG) program?

PRO Housing funds use the CDBG framework. This means that statutes and regulations governing the CDBG program, including Title I of the Housing and Community Development Act of 1974 and 24 CFR part 570, apply to PRO Housing funds. The FY24 PRO Housing NOFO contains certain exceptions and waivers.

As with all CDBG assistance, the priority is to serve low- and moderate-income people.

See Section III.G of the FY24 PRO Housing NOFO for more information.

11. What are the public participation requirements?

The streamlined requirements mandate at least one public hearing at the applicant's level of government for the application and for each substantial amendment and require providing a reasonable notice of the hearing. The applicant must publish the application for public comment for 15 days and provide ongoing public access to information about the use of grant funds. The applicant must provide evidence of meeting these streamlined public participation requirements in Attachment B of the application. For more information, please visit Section VI.E.5.a.iii of the FY24 PRO Housing NOFO.

Award Information

12. How much funding is available through the FY24 PRO Housing NOFO?

Funding of approximately \$100,064,100 is available through the FY24 PRO Housing NOFO.

13. How many awards will HUD make?

HUD expects to make approximately 30 awards from the funds available under the FY24 PRO Housing NOFO.

14. Are there minimum and maximum award amounts?

Yes. The minimum award amount is \$1,000,000. The maximum award amount is \$7,000,000.

15. When are the project start and end dates?

PRO Housing has a six-year period of performance. The estimated project start date is the first quarter of 2025, or after the expected issuance of awards. The estimated project end date is 9/30/2030.

16. When is the application deadline?

Applications must be submitted by 11:59:59pm Eastern Time on October 15, 2024.

Eligibility Information

17. Who is eligible to apply?

Eligible applicants include state governments, local governments (i.e., city and county governments), Metropolitan Planning Organizations (MPOs), and multijurisdictional entities.

18. Who is ineligible to apply?

HUD will not award grants to individuals or any entity that does not meet the eligibility criteria. HUD will not evaluate applications from ineligible applicants.

Tribes, non-profits, public housing authorities, and other entities that are not listed are not eligible to apply for PRO Housing funds on their own. However, they may partner with eligible applicants.

19. What is a multijurisdictional entity?

Multijurisdictional entity refers to any association of local governments or public agencies which are bound by collective agreement (such as a memorandum of understanding, joint powers authority, interstate compact, or the like), such that HUD determines that the entity is authorized and has administrative capability to carry out the activities under this NOFO on behalf of its member jurisdiction(s).

Multijurisdictional entities must demonstrate partnership among all parties. The parties must demonstrate a partnership by attaching relevant documentation, such as a memorandum of understanding or another foundational document (such as a CDBG joint agreement between an urban county and a metropolitan city, HOME consortium agreement, joint powers agreement, interstate compact, or letter of intent) to an application.

20. Does PRO Housing require cost sharing or matching funds?

No. However, PRO Housing provides points based on leverage as described below and in Section V.A.1.d of the FY24 PRO Housing NOFO.

21. How many applications can I submit? What happens if I submit more than one?

An eligible applicant may submit only one application.

If HUD receives multiple versions of an application electronically, HUD will review the last version of the application received by Grants.gov that meets the timely receipt requirements. All other applications (i.e., prior versions) will not be considered eligible.

22. What is a national objective?

Each activity, other than general administration and planning, proposed to be carried out with PRO Housing assistance must meet a CDBG national objective pursuant to section 101(c) of the Housing and Community Development Act of 1974:

- a. Benefiting low- and moderate-income persons,
- b. Preventing or eliminating slums or blight, or
- c. Meeting other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Activities that do not meet a national objective are ineligible for PRO Housing funding.

23. What activities are eligible?

Each proposed activity must be an eligible CDBG activity. Specifically, each proposed activity must be eligible pursuant to section 105(a) of the Housing and Community Development Act of 1974 and applicable program regulations at 24 CFR part 570 or receive an eligibility waiver for the activity, requested in the application.

Eligible activities include planning and policy activities, development activities, infrastructure activities, and preservation activities. For specific examples, please see Section III.F.2.c of the FY24 PRO Housing NOFO.

24. Can PRO Housing funds be used to construct new housing?

Yes. HUD is waiving 42 U.S.C. 5305(a) and 24 CFR 570.207(b)(3) and adopting alternative requirements to the extent necessary to permit new construction of housing, subject to the same requirements that apply to rehabilitation activities under the provisions at section 105(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305(a)(4)) and 24 CFR 570.202(b).

25. Can I request an eligibility waiver for activities that are not eligible?

Yes. For information about waivers and how to request them, please see Section VI.E and Appendix A of the FY24 PRO Housing NOFO.

26. Can PRO Housing funds be used for the general conduct of government?

No. Any activity to carry out the regular responsibilities of the government is ineligible. Applicants should plan their approaches accordingly to ensure that PRO Housing award funds are not used for such costs. Grantees may and are encouraged to use leverage funding for such unallowable costs.

27. Can PRO Housing funds be used for downzoning?

No. Any activity that results in a net decrease in allowable or actual housing construction is ineligible. Rezoning efforts and development activities must ensure a net increase in zoned capacity or number of homes, respectively, to be considered for funding.

28. What if I want to amend my application after submitting it?

If applicants find, after submitting an application, that they want to amend or adjust their application and it is prior to the deadline date, applicants must resubmit the entire application to ensure that HUD gets a complete application. HUD will not consider information from applicants after the application deadline except for curable deficiencies.

29. What if I want to amend the application after I've been awarded?

HUD will review and approve or disapprove any requested amendment that is a substantial amendment. Substantial amendments are changes that affect the responses to the rating factors and include but are not limited to a change in program benefit, beneficiaries, or eligibility criteria; the allocation or re-allocation of more than ten percent of the award; or the addition or deletion of an activity. Subsequent to HUD's review and approval, a grantee may substantially amend the application if it follows the same public participation requirements in this NOFO for the preparation and submission of an application and HUD agrees in writing that the amended application would still score in the fundable range for the competition. Prior to preparation and submission of any post-award amendment, the grantee is encouraged to work with its HUD representative to ensure the proposed change is consistent with this NOFO, and all applicable regulations and Federal law.

If a PRO Housing Action Plan is revised or scaled as discussed in an applicant's narrative response because HUD awarded less than the amount requested, then a grantee does not need to undertake public participation requirements.

30. PRO Housing uses the CDBG framework, but CDBG has different regulations for entitlement communities and states. Which regulations apply to me?

For CDBG entitlement communities, multijurisdictional entities, and metropolitan planning organizations, regulatory provisions at 24 CFR part 570 subparts A, C, D, J, K, and O apply, as appropriate. For states, 24 CFR part 570 subpart I applies; however, Section VI.E of the FY24 PRO Housing NOFO waives the requirement for states to distribute funds through a method of distribution as is required for annual State CDBG funds. In other words, states may act directly with PRO Housing funds.

31. Can different types of eligible activities be grouped together in one proposal?

Yes. Applicants may propose multiple activities, as long as all activities are eligible. An eligible applicant may only submit one application.

32. The NOFO provides examples of planning and policy activities, development activities, infrastructure activities and preservation activities. Will certain types of activities be prioritized?

No, the FY24 PRO Housing NOFO does not prioritize certain activities over others.

HUD is prioritizing applicants who demonstrate (1) progress and a commitment to overcoming local barriers to facilitate the increase in affordable housing production and preservation, primarily by having enacted improved laws and regulations; and (2) an acute need for housing affordable to households with incomes below 100 percent of the area median income. For more about how HUD will rate and rank applications, please see the rating factors in Section V of the FY24 PRO Housing NOFO.

33. Do I need to be a CDBG recipient in order to apply for these funds?

MPOs and multijurisdictional entities are eligible to apply, and according to the FY24 PRO Housing NOFO, the term “local government” includes entitlement CDBG grantees and non-entitlement communities. Please review the eligible applicants in Section III and the definitions in Section I to determine your eligibility.

34. Is there a limit on the number of applications from a given area? For example, could an MPO and a city within that MPO’s boundary apply separately?

The FY24 PRO Housing NOFO does not prescribe a geographical limitation on the number of applications from a given area, except that each eligible applicant may only submit one application. However, prospective eligible applicants with overlapping geographies (e.g., a county government and a city government located within that county) are encouraged to partner on a single application, rather than submitting two competing applications.

35. I’m a nonprofit. Am I eligible? Who can I partner with?

Nonprofits are not eligible to apply for PRO Housing funds on their own. However, they may partner with eligible applicants. A non-profit would not be eligible to be a party to a multijurisdictional entity, because it is not a local government or public agency.

36. I'm a state agency, and States are eligible applicants for PRO Housing. What is the process for me to apply on behalf of my state? Do I need to secure official approval or designation?

Yes. Please refer to section 102(c) of the Housing and Community Development Act of 1974: One or more public agencies, including existing local public agencies, may be designated by the chief executive officer of a State or a unit of general local government to undertake activities assisted under this chapter.

Please also note the NOFO definition of State, found at section 102(a)(2) of the HCD Act (42 U.S.C. 5302): The term "State" means any State of the United States, or any instrumentality thereof, approved by the Governor; and the Commonwealth of Puerto Rico.

37. I'm a county government. Can I implement my program anywhere in the county?

Counties may implement their PRO Housing proposal anywhere within their county geography.

However, please note that to receive the eight points for Rating Factor a.ii, the application must primarily serve a priority geography. Applications primarily serving an identified geography will be scored based on the priority status of that geography.

38. Would a public housing authority need to form a multijurisdictional entity along with an eligible applicant in order to be considered eligible?

A PHA is not an eligible applicant on its own. In some states, a PHA may be a subdivision of the municipal or county government (such as serving both as a city's housing department and as the PHA) and be able to apply. Alternatively, the PHA could be one member of the larger partnership of local governments and public agencies that comprises a multijurisdictional entity. See above for the eligible applicants and the definition of multijurisdictional entity.

39. Are quasi-public entities eligible to apply on behalf of a state?

No. Eligible applicants are local and State governments, metropolitan planning organizations (MPOs), and multijurisdictional entities. A quasi-public entity does not meet the definition of any of the eligible applicants under the FY24 PRO Housing NOFO.

Application and Submission Information

40. Where can I find application materials?

All application materials, including the Application Instructions and Application Package, are available through Grants.gov. The required PRO Housing Certifications can be found at Appendix B of the FY24 PRO Housing NOFO in Grants.gov, or on the PRO Housing webpage.

41. What forms will I need to submit?

The following forms are required for a complete application:

- Application for Federal Assistance (SF-424)
- Applicant and Recipient Assurances and Certifications (HUD 424-B)
- Applicant/Recipient Update/Disclosure Report (HUD 2880)
- Disclosure of Lobbying Activities (SF-LLL)
- Certification Regarding Lobbying (Lobbying Form)
- Grant Application Detailed Budget Worksheet (424-CBW)
- PRO Housing Certifications

See Section IV.B.1 of the FY24 PRO Housing NOFO for more information.

42. Is there a standard format for the application?

Yes. Applications have a maximum of 40 pages. These pages must be 12-point (minimum) Times New Roman font on letter sized paper (8 1/2 x 11 inches) with at least 1-inch margins on all sides. HUD will not review application materials exceeding the 40-page limit. For more information about format and form, see Section IV.B.2 of the FY24 PRO Housing NOFO.

43. Are there exceptions to the page limit?

The documents listed below are not counted in the page limit:

- Table of Contents
- Tabs/title pages that are blank or display a title/header/'n/a' indication
- Eligible Applicants documentation
- Evidence of partnership letters
- Leverage documentation
- Application Certifications and Standard forms
- Summary of comments received on published Application and list of commenters by name/organization (Attachment A)
- Certification of compliance with NOFO public participation requirements (Attachment B)
- Advancing Racial Equity narrative (Attachment C)
- Affirmative Marketing and Outreach narrative (Attachment D)
- Experience Promoting Racial Equity narrative (Attachment E)

44. Are there any required attachments?

Yes. Applicants must include the following required attachments:

- **Attachment A Summary of comments received on published Application and list of commenters by name/organization.**
- **Attachment B Certification of compliance with NOFO public participation requirements.** Provide evidence of the reasonable notice of your public hearing and the publication of the application for public comment, consistent with Section VI.E of the NOFO.
- **Attachment C Advancing Racial Equity Narrative** per Section III.F of the NOFO
- **Attachment D Affirmative Marketing and Outreach Narrative** per Section III.F of the NOFO
- **Attachment E Experience Promoting Racial Equity Narrative** per Section III.F of the NOFO

These attachments do not count towards the page limit.

45. When should I submit my application?

HUD strongly recommends that applicants submit their applications at least 48 hours before the deadline and during regular business hours to allow enough time to correct errors or overcome other problems. The application deadline is 11:59 p.m. ET (or 8:59 p.m. PT) on October 15, 2024.

46. My application was rejected with errors before the deadline. Is there a grace period?

If your application is received by Grants.gov before the deadline, but is rejected with errors, you have a grace period of 24 hours after the application deadline to submit a corrected, received, and validated application through Grants.gov. The date and time stamp on the Grants.gov system determines the application receipt time. Any application submitted during the grace period but not received and validated by Grants.gov will not be considered for funding. There is no grace period for paper applications.

47. Will HUD consider late applications?

No. An application received after the deadline that does not meet the Grace Period requirements will be marked late and will not be reviewed by HUD for funding consideration. Improper or expired registration and password issues are not sufficient causes to allow HUD to accept applications after the deadline date.

48. What if the application has technical deficiencies?

HUD will not consider information from applicants after the application deadline except for curable deficiencies. HUD will uniformly notify applicants of each curable deficiency. Corrections of technical deficiencies must be submitted within three business days of the date of the notification from HUD. For more information, see Sections IV.D.7. and V.B.3. of the FY24 PRO Housing NOFO.

49. What is a curable deficiency?

A curable deficiency is missing or incomplete application information that may be corrected by the applicant with timely action. To be curable, the deficiency must:

- Not be a threshold requirement, except for documentation of applicant eligibility;
- Not influence how an applicant is ranked or scored versus other applicants; and
- Be remedied within the time frame specified in the notice of deficiency.

Examples of curable (correctable) deficiencies include inconsistencies in the funding request and failure to submit required certifications. These examples are non-exhaustive.

50. What are the environmental requirements?

Grantees must comply with environmental justice requirements as set forth in HUD's regulations at 24 CFR parts 50 and 58, which implement the policies of the National Environmental Policy Act (NEPA) and other environmental requirements.

Grantees who are States or units of general local government (UGLGs) are considered the Responsible Entity under 24 CFR part 58.2(a)(7) and are responsible for completing their own environmental review. The Responsible Entity must conduct a HUD environmental review to determine whether each activity funded under this NOFO is exempt or categorically excluded from NEPA and other environmental review requirements or requires further environmental review.

For grantees who are not States or units of general local government (UGLGs) or are not recipients of funding under Title I of the Housing and Community Development Act of 1974 and HUD's regulations at 24 CFR 58.2(a)(5), HUD will perform the environmental review in accordance with 24 CFR part 50.

For more about environmental requirements, see Sections IV.G.3. and VI.E of the FY24 PRO Housing NOFO.

Application Review Information

51. What are the rating factors for the PRO Housing competition?

HUD will score applicants based on their response to five rating factors: Need (35 points), Soundness of Approach (35 points), Capacity (10 points), Leverage (10 points), and Long-term Effect (10 points). You can review the prompts at Section V.A.1 of the FY24 PRO Housing NOFO.

52. What is a priority geography?

Under the Need rating factor, applicants will be awarded eight (8) points if their application primarily serves a ‘priority geography’. Priority geography means a geography that has an affordable housing need greater than a threshold calculation for one of three measures. The threshold calculation is determined by the need of the 90th-percentile jurisdiction (top 10%) for each factor as computed comparing only jurisdictions with greater than 50,000 population. Threshold calculations are done at the county and place level and applied respectively to county and place applicants. An application can also qualify as a priority geography if it serves a geography that scores in the top 5% of its State for the same three measures. The measures are as follows:

- Affordable housing not keeping pace, measured as $(\text{change in population 2019-2009} / \text{2009 population}) - (\text{change in number of units affordable and available to households at 80\% HUD Area Median Family Income (HAMFI) 2019-2009} / \text{units affordable and available at 80\% HAMFI 2009})$.
- Insufficient affordable housing, measured as $\text{number of households at 80\% HAMFI} / \text{number of affordable and available units for households at 80\% HAMFI}$.
- Widespread housing cost burden or substandard housing, measured as $\text{number of households with housing problems at 100\% HAMFI} / \text{number of households at 100\% HAMFI}$. Housing problems is defined as: cost burden of at least 50%, overcrowding, or substandard housing.

53. How do I know what places are priority geographies?

HUD has provided a spreadsheet listing priority geographies on its website. Please visit https://www.hud.gov/program_offices/comm_planning/pro_housing to view the spreadsheet.

54. What if I'm not a priority geography?

Applicants who are not primarily serving priority geographies are still invited to apply.

The Need rating factor offers an additional two (2) points for providing compelling information about your affordable housing needs. This information should demonstrate acute demand for affordable housing in your jurisdiction(s) to households with incomes below 100 percent of the area median income. In your narrative, you are encouraged to provide local knowledge that is not already captured by the above measures. Topics that may indicate acute demand for affordable housing include displacement pressures, housing stock condition, age of housing stock, homelessness, ratio of median home price to area median income, and more.

55. I'm applying as an MPO or multijurisdictional entity. How do priority geographies work for me?

MPOs and multijurisdictional entities may receive the eight (8) points under Rating Factor a.ii if the proposed activities primarily serve a priority geography. The geographic scope of the activity should be clearly identified in the application.

56. My geography shows up twice in the spreadsheet: once as a place, and once as a county. We're a priority geography under one, but not the other. Are we eligible for the ten points under the Need rating factor?

Yes. If your geography shows a yes for priority geography with either county or place data, it is a priority geography.

57. What does affirmatively furthering fair housing mean?

Affirmatively furthering fair housing means taking meaningful actions, in addition to combating discrimination, to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunities, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and fostering and maintaining compliance with civil rights and fair housing laws.

Under the Soundness of Approach rating factor, applicants are asked to describe how their proposal aligns with requirements to affirmatively further fair housing.

58. How is leveraged funding scored?

Applicants are encouraged to leverage additional funding from outside sources. Under the Leverage rating factor, applicants are awarded points for leveraged funding as a percentage of the amount of PRO Housing funding requested. Points are awarded as follows:

Leverage commitments as percent of grant funds requested	Points awarded
50 percent and above	10
Between 40.00 and 49.99 percent	8
Between 30.00 and 39.99 percent	6
Between 20.00 and 29.99 percent	4
Between 10.00 and 19.99 percent	2
Below 10.00 percent	0

59. How do I document my leveraged funding?

Applicants who are leveraging outside funding must adhere to the following requirements:

- Resources must be firmly committed as of the application deadline date. “Firmly committed” means that the amount of the resource and its dedication to PRO Housing Grant activities is explicit. Endorsements or general letters of support alone will not count as resources and should not be included in the application.
- Leverage documents must represent valid and accurate commitments of future support. They must detail the dollar amount and any terms of the commitment. They must also indicate that the funding is available to you for the specific activities proposed in your PRO Housing application.
- Resource commitments must be written and signed by a person authorized to make the commitment and dated.
- Commitment letters must be on letterhead or they will not be accepted.
- If the commitment document is not included in the application and submitted before the NOFO deadline, it will not be considered.
- Staff time of the Applicant and/or Partner(s) (if any) will be an eligible leverage resource if they are firmly committed and quantified.

60. Does leverage documentation count against my page count?

No.

61. Does PRO Housing offer preference points?

No.

62. Will HUD conduct a threshold review?

Yes. HUD will screen applications to determine if the threshold criteria from Section III.D of the FY24 PRO Housing NOFO are met. If they are not met, the application will be deemed ineligible and will not receive further review. If they are met, HUD will screen the application to determine if it meets the other threshold criteria listed in Section III.D (including screening for technical deficiencies).

63. How will HUD review applications after the threshold review?

Reviewers will rate each eligible application based solely on the rating factors described in Section V.A of the FY24 PRO Housing NOFO and assign a preliminary score for each rating factor and total score. HUD will then rank applications in score order. From there, a final review panel will:

- Review the Preliminary Rating and Ranking documentation to ensure any inconsistencies between preliminary reviewers are identified and rectified and to ensure the Preliminary Rating and Ranking documentation accurately reflects the contents of the application.
- Assign a final score to each application and rank them in score order; and
- Recommend for selection the most highly rated applications, subject to the amount of available funding.

64. What if there's a tie score?

If two or more applications have the same score and there are insufficient funds to select all of them, HUD will select the application(s) with the highest score for the overall Need Rating Factors. If a tie remains, HUD will select the application(s) with the highest score for the overall Soundness of Approach Rating Factors, then overall Capacity Rating Factors.

65. How should I demonstrate low- and moderate-income benefit? Can I use ACS/Census data at the census block level?

HUD provides data at the ACS/Census block group level and at larger aggregations, such as places and tracts, not at the block level. The FY24 PRO Housing NOFO does not prescribe any particular method of demonstrating LMI benefit but does note that the statutes and regulations governing the CDBG program, including Title I of the Housing and Community Development Act of 1974 and 24 CFR part 570, apply to PRO Housing funds, except as waived or modified in the FY24 PRO Housing NOFO.

66. Am I limited to addressing the barriers I identified in my Consolidated Plan?

No.

Award Administration Information

67. If I'm awarded PRO Housing funds, am I guaranteed to receive the amount I applied for?

No. To ensure the fair distribution of funds and enable the purposes or requirements of a specific program to be met, HUD reserves the right to fund less than the amount requested in an application.

68. What are the reporting requirements?

Grantees will be required to submit a progress report on a quarterly basis throughout the grant term through HUD-provided templates and HUD's Disaster Recovery Grant Reporting (DRGR) System. Please note that this is different from FY23 PRO Housing's requirement for annual reporting through DRGR. Recipients will also report on any leveraged funds received and used in association with the application. Please refer to sections VI.C and VI.E.5.a.ii for more information.

69. Can I request a debriefing?

Yes. For a period of at least 120 calendar days, beginning 30 calendar days after the public announcement of awards under this NOFO, HUD will provide a debriefing related to their application to requesting applicants. A request for debriefing must be made in writing or by email by the AOR whose signature appears on the SF-424 or by his or her successor in office and be submitted to the POC in Section VII Agency Contact(s) of this NOFO. Information provided during a debriefing may include the final score the applicant received for each rating factor, final evaluator comments for each rating factor, and the final assessment indicating the basis upon which funding was approved or denied.

70. How does PRO Housing treat program income?

HUD is waiving applicable program income rules to the extent necessary to provide additional flexibility as described under this NOFO. The guidance can be found at Section VI.E.5.a.xvi of the FY24 PRO Housing NOFO.

71. Do I need to maintain a webpage for my PRO Housing award?

Yes. A grantee shall maintain a public website which provides information accounting for how all grant funds are used and managed/administered, including details of all contracts and ongoing procurement policies. To meet this requirement, each grantee must make the PRO Housing Action Plan (including all amendments) and each APR (as created using the DRGR system) available on its website(s).

72. Can I use PRO Housing funds as a match for another program?

Yes. PRO Housing funds may be used as a matching requirement, share, or contribution for any other Federal program when used to carry out an eligible PRO Housing activity.

73. Does the environmental review need to be completed prior to the application submission?

No. The environmental review requirements for PRO Housing refer to 24 CFR Parts 50 and 58, neither of which requires environmental review to be completed prior to submitting an application.

However, HUD will not release grant funds if the recipient or any other party takes choice limiting actions or commits grant funds (i.e., incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its Request for Release of Funds (RROF), where such submission is required.

For more information about environmental review requirements, please see Sections IV.G.3 and VI.E.5.a of the FY24 PRO Housing NOFO.

74. Does PRO Housing use the CDBG 20% admin and planning cap?

No. Since HUD expects many grantees intend to use PRO Housing funding entirely for planning activities that identify and remove barriers to affordable housing production and preservation, HUD is waiving caps for general administration, planning, and technical assistance that apply to CDBG grantees. For more, please see Section VI.E.5.a.viii of the FY24 PRO Housing NOFO.

75. Are only States allowed to use 10% for general administration?

Any PRO Housing grantee may use up to ten percent of the award for general administrative costs and technical assistance. Please review Section VI.E.5.a.viii of the FY24 PRO Housing NOFO.

76. Does the FY24 PRO Housing NOFO include language stating that by submitting the application, we are obligated to accept the award?

No.

77. What types of funding can I use as leverage?

Grantees may use either non-Federal sources or other Federal sources as financial leverage only if a program's authorizing statute permits such use.

78. Does the 10% limit on "general administrative costs and technical assistance" apply to all proposed Technical Assistance activities?

No. Under Section III.F.2, the FY24 PRO Housing NOFO provides TA as an eligible activity under certain circumstances. This activity-related TA is not the same as general TA. Activity-related TA is not subject to the 10% cap.

Other Information

79. Can the PRO Housing deadline be extended?

Yes. The FY24 PRO Housing NOFO states that HUD may extend the application deadline for any program if Grants.gov is offline or not available to applicants for at least 24 hours immediately prior to the deadline date.

80. Does HUD have other resources related to removing barriers to affordable housing?

Yes. HUD has a webpage dedicated to barriers to affordable housing. It features HUD's recent technical assistance webinars on this topic and links to additional resources, such as HUD's Regulatory Barriers Clearinghouse. Please visit the webpage at this link:
https://www.hud.gov/program_offices/comm_planning/affordable_housing_barriers

81. How does HUD plan to measure, evaluate, and track performance of the grants?

As noted above, applicants will submit quarterly reports through the Disaster Recovery Grant Reporting (DRGR) system.

In addition, Rating Factor e. (Long-term Effect) asks applicants to propose metrics (the quantifiable topic area you will measure) and target outcomes (a quantified goal for each metric which you will strive to achieve).

The impact of many PRO Housing activities is expected to continue beyond the six-year period of performance.

Valley city	Alabama	Place
Valley Grande city	Alabama	Place
Valley Head town	Alabama	Place
Vance town	Alabama	Place
Vandiver CDP	Alabama	Place
Vernon city	Alabama	Place
Vestavia Hills city	Alabama	Place
Vina town	Alabama	Place
Vincent town	Alabama	Place
Vinegar Bend CDP	Alabama	Place
Vredenburgh town	Alabama	Place
Wadley town	Alabama	Place
Waldo town	Alabama	Place
Walker County	Alabama	County
Walnut Grove town	Alabama	Place
Warrior city	Alabama	Place
Washington County	Alabama	County
Waterloo town	Alabama	Place
Waverly town	Alabama	Place
Weaver city	Alabama	Place
Webb town	Alabama	Place
Wedowee town	Alabama	Place
Weogufka CDP	Alabama	Place
West Blocton town	Alabama	Place
West End-Cobb Town CDP	Alabama	Place
West Jefferson town	Alabama	Place
West Point town	Alabama	Place
Westover town	Alabama	Place
Wetumpka city	Alabama	Place
Whatley CDP	Alabama	Place
White Hall town	Alabama	Place
White Plains CDP	Alabama	Place
Whitesboro CDP	Alabama	Place
Wilcox County	Alabama	County
Wilsonville town	Alabama	Place
Wilton town	Alabama	Place
Winfield city	Alabama	Place
Winston County	Alabama	County
Woodland town	Alabama	Place
Woodstock town	Alabama	Place
Woodville town	Alabama	Place
Yellow Bluff town	Alabama	Place
York city	Alabama	Place
Adak city	Alaska	Place
Akhiok city	Alaska	Place
Akiachak CDP	Alaska	Place
Akiak city	Alaska	Place

Akutan city	Alaska	Place
Alakanuk city	Alaska	Place
Alatna CDP	Alaska	Place
Alcan Border CDP	Alaska	Place
Aleknagik city	Alaska	Place
Aleneva CDP	Alaska	Place
Aleutians East Borough	Alaska	County
Aleutians West Census Area	Alaska	County
Allakaket city	Alaska	Place
Ambler city	Alaska	Place
Anaktuvuk Pass city	Alaska	Place
Anchor Point CDP	Alaska	Place
Anchorage Municipality	Alaska	County
Anchorage municipality	Alaska	Place
Anderson city	Alaska	Place
Angoon city	Alaska	Place
Aniak city	Alaska	Place
Anvik city	Alaska	Place
Arctic Village CDP	Alaska	Place
Atka city	Alaska	Place
Atmautluak CDP	Alaska	Place
Atqasuk city	Alaska	Place
Attu Station CDP	Alaska	Place
Badger CDP	Alaska	Place
Bear Creek CDP	Alaska	Place
Beaver CDP	Alaska	Place
Beluga CDP	Alaska	Place
Bethel Census Area	Alaska	County
Bethel city	Alaska	Place
Bettles city	Alaska	Place
Big Delta CDP	Alaska	Place
Big Lake CDP	Alaska	Place
Birch Creek CDP	Alaska	Place
Brevig Mission city	Alaska	Place
Bristol Bay Borough	Alaska	County
Buckland city	Alaska	Place
Buffalo Soapstone CDP	Alaska	Place
Butte CDP	Alaska	Place
Cantwell CDP	Alaska	Place
Central CDP	Alaska	Place
Chalkyitsik CDP	Alaska	Place
Chase CDP	Alaska	Place
Chefornak city	Alaska	Place
Chena Ridge CDP	Alaska	Place
Chenega CDP	Alaska	Place
Chevak city	Alaska	Place
Chickaloon CDP	Alaska	Place

Chicken CDP	Alaska	Place
Chignik city	Alaska	Place
Chignik Lagoon CDP	Alaska	Place
Chignik Lake CDP	Alaska	Place
Chiniak CDP	Alaska	Place
Chisana CDP	Alaska	Place
Chistochina CDP	Alaska	Place
Chitina CDP	Alaska	Place
Chuathbaluk city	Alaska	Place
Circle CDP	Alaska	Place
Clam Gulch CDP	Alaska	Place
Clark's Point city	Alaska	Place
Coffman Cove city	Alaska	Place
Cohoe CDP	Alaska	Place
Cold Bay city	Alaska	Place
Coldfoot CDP	Alaska	Place
College CDP	Alaska	Place
Cooper Landing CDP	Alaska	Place
Copper Center CDP	Alaska	Place
Cordova city	Alaska	Place
Covenant Life CDP	Alaska	Place
Craig city	Alaska	Place
Crooked Creek CDP	Alaska	Place
Crown Point CDP	Alaska	Place
Deering city	Alaska	Place
Delta Junction city	Alaska	Place
Deltana CDP	Alaska	Place
Denali Borough	Alaska	County
Denali Park CDP	Alaska	Place
Diamond Ridge CDP	Alaska	Place
Dillingham Census Area	Alaska	County
Dillingham city	Alaska	Place
Diomedes city	Alaska	Place
Dot Lake CDP	Alaska	Place
Dot Lake Village CDP	Alaska	Place
Dry Creek CDP	Alaska	Place
Eagle city	Alaska	Place
Eagle Village CDP	Alaska	Place
Edna Bay city	Alaska	Place
Eek city	Alaska	Place
Egegik city	Alaska	Place
Eielson AFB CDP	Alaska	Place
Ekwok city	Alaska	Place
Elfin Cove CDP	Alaska	Place
Elim city	Alaska	Place
Emmonak city	Alaska	Place
Ester CDP	Alaska	Place

Eureka Roadhouse CDP	Alaska	Place
Evansville CDP	Alaska	Place
Excursion Inlet CDP	Alaska	Place
Fairbanks city	Alaska	Place
Fairbanks North Star Borough	Alaska	County
False Pass city	Alaska	Place
Farm Loop CDP	Alaska	Place
Farmers Loop CDP	Alaska	Place
Ferry CDP	Alaska	Place
Fishhook CDP	Alaska	Place
Flat CDP	Alaska	Place
Fort Greely CDP	Alaska	Place
Fort Yukon city	Alaska	Place
Four Mile Road CDP	Alaska	Place
Fox CDP	Alaska	Place
Fox River CDP	Alaska	Place
Fritz Creek CDP	Alaska	Place
Funny River CDP	Alaska	Place
Gakona CDP	Alaska	Place
Galena city	Alaska	Place
Gambell city	Alaska	Place
Game Creek CDP	Alaska	Place
Gateway CDP	Alaska	Place
Glacier View CDP	Alaska	Place
Glennallen CDP	Alaska	Place
Goldstream CDP	Alaska	Place
Golovin city	Alaska	Place
Goodnews Bay city	Alaska	Place
Grayling city	Alaska	Place
Gulkana CDP	Alaska	Place
Gustavus city	Alaska	Place
Haines Borough	Alaska	County
Haines CDP	Alaska	Place
Halibut Cove CDP	Alaska	Place
Happy Valley CDP	Alaska	Place
Harding-Birch Lakes CDP	Alaska	Place
Healy CDP	Alaska	Place
Healy Lake CDP	Alaska	Place
Hobart Bay CDP	Alaska	Place
Hollis CDP	Alaska	Place
Holy Cross city	Alaska	Place
Homer city	Alaska	Place
Hoonah city	Alaska	Place
Hoonah-Angoon Census Area	Alaska	County
Hooper Bay city	Alaska	Place
Hope CDP	Alaska	Place
Houston city	Alaska	Place

Hughes city	Alaska	Place
Huslia city	Alaska	Place
Hydaburg city	Alaska	Place
Hyder CDP	Alaska	Place
Igiugig CDP	Alaska	Place
Iliamna CDP	Alaska	Place
Ivanof Bay CDP	Alaska	Place
Juneau City and Borough	Alaska	County
Juneau city and borough	Alaska	Place
Kachemak city	Alaska	Place
Kake city	Alaska	Place
Kaktovik city	Alaska	Place
Kalifornsky CDP	Alaska	Place
Kaltag city	Alaska	Place
Karluk CDP	Alaska	Place
Kasaan city	Alaska	Place
Kasigluk CDP	Alaska	Place
Kasilof CDP	Alaska	Place
Kenai city	Alaska	Place
Kenai Peninsula Borough	Alaska	County
Kenny Lake CDP	Alaska	Place
Ketchikan city	Alaska	Place
Ketchikan Gateway Borough	Alaska	County
Kiana city	Alaska	Place
King Cove city	Alaska	Place
King Salmon CDP	Alaska	Place
Kipnuk CDP	Alaska	Place
Kivalina city	Alaska	Place
Klawock city	Alaska	Place
Klukwan CDP	Alaska	Place
Knik River CDP	Alaska	Place
Knik-Fairview CDP	Alaska	Place
Kobuk city	Alaska	Place
Kodiak city	Alaska	Place
Kodiak Island Borough	Alaska	County
Kodiak Station CDP	Alaska	Place
Kokhanok CDP	Alaska	Place
Koliganek CDP	Alaska	Place
Kongiganak CDP	Alaska	Place
Kotlik city	Alaska	Place
Kotzebue city	Alaska	Place
Koyuk city	Alaska	Place
Koyukuk city	Alaska	Place
Kupreanof city	Alaska	Place
Kusilvak Census Area	Alaska	County
Kwethluk city	Alaska	Place
Kwigillingok CDP	Alaska	Place

Lake and Peninsula Borough	Alaska	County
Lake Louise CDP	Alaska	Place
Lake Minchumina CDP	Alaska	Place
Lakes CDP	Alaska	Place
Larsen Bay city	Alaska	Place
Lazy Mountain CDP	Alaska	Place
Levelock CDP	Alaska	Place
Lime Village CDP	Alaska	Place
Livengood CDP	Alaska	Place
Loring CDP	Alaska	Place
Lowell Point CDP	Alaska	Place
Lower Kalskag city	Alaska	Place
Lutak CDP	Alaska	Place
Manley Hot Springs CDP	Alaska	Place
Manokotak city	Alaska	Place
Marshall city	Alaska	Place
Matanuska-Susitna Borough	Alaska	County
McCarthy CDP	Alaska	Place
McGrath city	Alaska	Place
Meadow Lakes CDP	Alaska	Place
Mekoryuk city	Alaska	Place
Mendeltna CDP	Alaska	Place
Mentasta Lake CDP	Alaska	Place
Mertarvik CDP	Alaska	Place
Metlakatla CDP	Alaska	Place
Minto CDP	Alaska	Place
Moose Creek CDP	Alaska	Place
Moose Pass CDP	Alaska	Place
Mosquito Lake CDP	Alaska	Place
Mountain Village city	Alaska	Place
Mud Bay CDP	Alaska	Place
Nabesna CDP	Alaska	Place
Naknek CDP	Alaska	Place
Nanwalek CDP	Alaska	Place
Napakiak city	Alaska	Place
Napaskiak city	Alaska	Place
Naukati Bay CDP	Alaska	Place
Nelchina CDP	Alaska	Place
Nelson Lagoon CDP	Alaska	Place
Nenana city	Alaska	Place
New Stuyahok city	Alaska	Place
Newhalen city	Alaska	Place
Newtok CDP	Alaska	Place
Nightmute city	Alaska	Place
Nikiski CDP	Alaska	Place
Nikolaevsk CDP	Alaska	Place
Nikolai city	Alaska	Place

Nikolski CDP	Alaska	Place
Ninilchik CDP	Alaska	Place
Noatak CDP	Alaska	Place
Nome Census Area	Alaska	County
Nome city	Alaska	Place
Nondalton city	Alaska	Place
Noorvik city	Alaska	Place
North Pole city	Alaska	Place
North Slope Borough	Alaska	County
Northway CDP	Alaska	Place
Northway Junction CDP	Alaska	Place
Northway Village CDP	Alaska	Place
Northwest Arctic Borough	Alaska	County
Nuiqsut city	Alaska	Place
Nulato city	Alaska	Place
Nunam Iqua city	Alaska	Place
Nunapitchuk city	Alaska	Place
Old Harbor city	Alaska	Place
Oscarville CDP	Alaska	Place
Ouzinkie city	Alaska	Place
Palmer city	Alaska	Place
Paxson CDP	Alaska	Place
Pedro Bay CDP	Alaska	Place
Pelican city	Alaska	Place
Perryville CDP	Alaska	Place
Petersburg Borough	Alaska	County
Petersburg CDP	Alaska	Place
Petersville CDP	Alaska	Place
Pilot Point city	Alaska	Place
Pilot Station city	Alaska	Place
Pitkas Point CDP	Alaska	Place
Platinum city	Alaska	Place
Pleasant Valley CDP	Alaska	Place
Point Baker CDP	Alaska	Place
Point Hope city	Alaska	Place
Point Lay CDP	Alaska	Place
Point MacKenzie CDP	Alaska	Place
Point Possession CDP	Alaska	Place
Pope-Vannoy Landing CDP	Alaska	Place
Port Alexander city	Alaska	Place
Port Alsworth CDP	Alaska	Place
Port Clarence CDP	Alaska	Place
Port Graham CDP	Alaska	Place
Port Heiden city	Alaska	Place
Port Lions city	Alaska	Place
Port Protection CDP	Alaska	Place
Portage Creek CDP	Alaska	Place

Primrose CDP	Alaska	Place
Prince of Wales-Hyder Census Area	Alaska	County
Prudhoe Bay CDP	Alaska	Place
Quinhagak city	Alaska	Place
Rampart CDP	Alaska	Place
Red Devil CDP	Alaska	Place
Red Dog Mine CDP	Alaska	Place
Ridgeway CDP	Alaska	Place
Ruby city	Alaska	Place
Russian Mission city	Alaska	Place
Salamatof CDP	Alaska	Place
Salcha CDP	Alaska	Place
Sand Point city	Alaska	Place
Savoonga city	Alaska	Place
Saxman city	Alaska	Place
Scammon Bay city	Alaska	Place
Selawik city	Alaska	Place
Seldovia city	Alaska	Place
Seldovia Village CDP	Alaska	Place
Seward city	Alaska	Place
Shageluk city	Alaska	Place
Shaktoolik city	Alaska	Place
Shishmaref city	Alaska	Place
Shungnak city	Alaska	Place
Silver Springs CDP	Alaska	Place
Sitka City and Borough	Alaska	County
Sitka city and borough	Alaska	Place
Skagway CDP	Alaska	Place
Skagway Municipality	Alaska	County
Skwentna CDP	Alaska	Place
Slana CDP	Alaska	Place
Sleetmute CDP	Alaska	Place
Soldotna city	Alaska	Place
South Naknek CDP	Alaska	Place
South Van Horn CDP	Alaska	Place
Southeast Fairbanks Census Area	Alaska	County
St. George city	Alaska	Place
St. Mary's city	Alaska	Place
St. Michael city	Alaska	Place
St. Paul city	Alaska	Place
Stebbins city	Alaska	Place
Steele Creek CDP	Alaska	Place
Sterling CDP	Alaska	Place
Stevens Village CDP	Alaska	Place
Stony River CDP	Alaska	Place
Sunrise CDP	Alaska	Place
Susitna CDP	Alaska	Place

Susitna North CDP	Alaska	Place
Sutton-Alpine CDP	Alaska	Place
Takotna CDP	Alaska	Place
Talkeetna CDP	Alaska	Place
Tanacross CDP	Alaska	Place
Tanaina CDP	Alaska	Place
Tanana city	Alaska	Place
Tatitlek CDP	Alaska	Place
Tazlina CDP	Alaska	Place
Teller city	Alaska	Place
Tenakee Springs city	Alaska	Place
Tetlin CDP	Alaska	Place
Thorne Bay city	Alaska	Place
Togiak city	Alaska	Place
Tok CDP	Alaska	Place
Toksook Bay city	Alaska	Place
Tolsona CDP	Alaska	Place
Tonsina CDP	Alaska	Place
Trapper Creek CDP	Alaska	Place
Tuluksak CDP	Alaska	Place
Tuntutuliak CDP	Alaska	Place
Tununak CDP	Alaska	Place
Twin Hills CDP	Alaska	Place
Two Rivers CDP	Alaska	Place
Tyonek CDP	Alaska	Place
Ugashik CDP	Alaska	Place
Unalakleet city	Alaska	Place
Unalaska city	Alaska	Place
Upper Kalskag city	Alaska	Place
Utqiagvik city	Alaska	Place
Valdez city	Alaska	Place
Valdez-Cordova Census Area	Alaska	County
Venetie CDP	Alaska	Place
Wainwright city	Alaska	Place
Wales city	Alaska	Place
Wasilla city	Alaska	Place
Whale Pass city	Alaska	Place
White Mountain city	Alaska	Place
Whitestone CDP	Alaska	Place
Whitestone Logging Camp CDP	Alaska	Place
Whittier city	Alaska	Place
Willow CDP	Alaska	Place
Willow Creek CDP	Alaska	Place
Wiseman CDP	Alaska	Place
Womens Bay CDP	Alaska	Place
Wrangell City and Borough	Alaska	County
Wrangell city and borough	Alaska	Place

FIND. APPLY. SUCCEED.®

VIEW GRANT OPPORTUNITY

FR-6800-N-98

FY24 Pathways to Removing Obstacles to Housing (PRO Housing)

Department of Housing and Urban Development

Department of Housing and Urban Development

[Apply](#)

[Subscribe](#)

[SYNOPSIS](#)

[VERSION HISTORY](#)

[RELATED DOCUMENTS](#)

[PACKAGE](#)



General Information

Document Type:	Grants Notice	Version:	Synopsis 1
Funding Opportunity Number:	FR-6800-N-98	Posted Date:	Aug 13, 2024
Funding Opportunity Title:	FY24 Pathways to Removing Obstacles to Housing (PRO Housing)	Last Updated Date:	Aug 13, 2024
Opportunity Category:	Discretionary	Original Closing Date for Applications:	Oct 15, 2024 The application deadline is 11:59:59 PM Eastern time on
Opportunity Category Explanation:		Current Closing Date for Applications:	Oct 15, 2024 The application deadline is 11:59:59 PM Eastern time on
		Archive Date:	

Funding Instrument Type:	Grant	Estimated Total Program Funding:	\$ 100,064,100
Category of Funding Activity:	Community Development Housing	Award Ceiling:	\$7,000,000
		Award Floor:	\$1,000,000
Category Explanation:			
Expected Number of Awards:	30		
<u>Assistance Listings:</u>	14.023 -- Community Development Block Grant- PRO Housing Competition		
Cost Sharing or Matching Requirement:	No		

Eligibility

Eligible Applicants: County governments
State governments
City or township governments
Others (see text field entitled "Additional Information on Eligibility" for clarification)

Additional Information on Eligibility: Other eligible applicants include Metropolitan Planning Organizations (MPOs) and Multijurisdictional Entities. Refer to the Program Definitions in Section I.A to review how these terms are defined in the PRO Housing program. Prospective eligible applicants with overlapping geographies (e.g., a

county government and a city government located within that county) are encouraged to partner on a single application, rather than submitting two competing applications. Individuals, foreign entities, and sole proprietorship organizations are not eligible to compete for, or receive, awards made under this announcement.

Additional Information

Agency Name: Department of Housing and Urban Development

Description: Communities nationwide are suffering from a lack of affordable housing, and housing production is not meeting the increasing demand for accessible and available units in many urban and rural areas, particularly areas of high opportunity. Pathways to Removing Obstacles to Housing (PRO Housing) empowers communities that are actively taking steps to remove barriers to affordable housing and seeking to increase housing production and lower housing costs over the long term. Barriers to affordable housing may take the form of restrictive zoning designations, land use policies, or regulations; discretionary, costly or prolonged procedures; deteriorating or inadequate infrastructure; lack of neighborhood amenities; neighborhood opposition to new or affordable housing; or challenges to preserving existing housing stock such as increasing threats from natural hazards, redevelopment that reduces the number of affordable units, displacement pressures, or expiration of affordability requirements. Across the United States, regulatory and other barriers have made it difficult to produce, preserve, and access affordable housing. Constrained supply drives up housing costs and reduces affordability. According to American Community Survey estimates in 2021, 39.3 million households (20.9 million renters and 18.4 million homeowners) have been classified as

“cost-burdened,” spending more than 30 percent of their income on housing. Cost burden is even greater for underserved populations. Black families face affordability challenges as homeowners and renters more than any other racial or ethnic group, spending between 30 to 50 percent of their income on housing. In Puerto Rico, cost-burdened households face severe affordability challenges, spending between 50 to 90 percent of their income on housing. Limited access to housing has long-term effects on access to opportunity and ability to build generational wealth, especially for underserved communities of color and low-income people. Affordability challenges and the lack of affordable housing supply further increase eviction pressures and likelihood of homelessness for low-income people. In 2024, HUD awarded the inaugural PRO Housing competitive grants to 21 winners to advance housing opportunities in communities across 19 states and the District of Columbia. The first-round competition was greatly oversubscribed. For every dollar made available for fiscal year 2023, thirteen dollars were requested. HUD received over 150 applications from nearly every state and territory. The considerable interest in this first-of-its-kind funding is an indication of the need for resources to address barriers to housing production and preservation across the country. The applicants and winners represent rural, suburban, and urban communities ranging from under 5,000 residents to millions. While communities have seen historic levels of federal investments in housing and infrastructure, there is still a need to address the barriers that inhibit or slow housing production. Barriers such as high cost of land, lack of available units, inadequate infrastructure, gaps in financing, restrictive zoning, risks of displacement, expiring affordability, and increased threats from extreme weather and an aging housing stock were common themes throughout the initial applications. PRO Housing funding enables awardees to address those barriers through planning, infrastructure, development, and preservation actions to further local housing goals. HUD is issuing this second PRO Housing NOFO under the authority of

the Consolidated Appropriations Act, 2024 (Public Law 118-42, approved March 9, 2024) (Appropriations Act), which appropriates \$100 million for competitive grant funding for the identification and removal of barriers to affordable housing production and preservation. Congress has directed HUD to undertake a competition using the Community Development Block Grant (CDBG) statutory and regulatory framework. Under this NOFO, HUD will provide PRO Housing grants to identify and remove barriers to affordable housing production and preservation. Grantees may use awards to further develop, evaluate, and implement housing policy plans, improve housing strategies, and facilitate affordable housing production and preservation. Eligible applicants are State and local governments, metropolitan planning organizations (MPOs), and multijurisdictional entities. HUD has six goals for this competition: Fairly and effectively award the PRO Housing grant funding; Elevate and enable promising practices dedicated to identifying and removing barriers to affordable housing production and preservation, while preventing displacement; Institutionalize state and local analysis and implementation of effective, equitable, and resilient approaches to affordable housing production and preservation; Provide technical assistance to help communities better fulfill the Consolidated Plan's requirement of identifying barriers to affordable housing and implementing solutions to address these barriers; Affirmatively further fair housing by addressing and removing barriers that perpetuate segregation, inhibit access to well-resourced areas of opportunity for protected class groups and vulnerable populations, and concentrate affordable housing in under-resourced areas; and Facilitate collaboration and harness innovative approaches from jurisdictions, researchers, advocates, and stakeholders. HUD will prioritize applicants that demonstrate: (1) progress and a commitment to overcoming local barriers to facilitate the increase in affordable housing production and preservation, primarily by having enacted improved laws and regulations that HUD reasonably expects to preserve or produce new

housing units; and (2) an acute need for housing affordable to households with incomes below 100 percent of the area median income. If applicable, proposals should also explain how the funds will be used to identify and remove barriers to affordable housing in a manner that affirmatively furthers fair housing by expanding access to housing opportunities in well-resourced areas for protected class groups. HUD will also prioritize applicants that demonstrate a commitment and ability to identify and remove barriers to: (1) expanding affordable housing in a manner that promotes desegregation; (2) expanding affordable housing in well-resourced areas of opportunity for protected class groups that have systematically been denied equitable access to such areas; or (3) deconcentrating affordable housing and increasing housing choice. HUD encourages applications that incorporate a discussion of key barriers related to land-use regulations, permitting, or related procedural issues. HUD further encourages applicants to outline and discuss how their proposed activities will advance equity, locate affordable accessible housing near transit and bolster access to services and opportunities, increase community resilience and mitigate the effects of natural and environmental hazards, and develop and preserve affordable housing in accordance with input from community members and other stakeholders. As with all CDBG assistance, the priority is to serve low- and moderate-income people. PRO Housing grantees must administer the PRO Housing grant in a manner that affirmatively furthers fair housing, which means taking meaningful actions, in addition to combating discrimination, to overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing means taking meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunities, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially and ethnically concentrated areas of poverty into areas of opportunity, and

fostering and maintaining compliance with civil rights and fair housing laws.

**Link to
Additional
Information:**

<https://>

**Grantor
Contact
Information:**

If you have difficulty accessing the full announcement electronically, please contact:
Kimberly Nash
CDBG-PROHousing@hud.gov

CDBG-PROHousing@hud.gov

[Return to top](#)

Connect with Us

[Blog](#)

[Twitter](#)

[YouTube](#)

[Alerts](#)

[RSS](#)

[XML Extract](#)

[Get Adobe Reader](#)

**Health & Human
Services**

[HHS.gov](#)

[EEOC / No Fear Act](#)

[Accessibility](#)

[Privacy](#)

[Vulnerability
Disclosure Policy](#)

[Disclaimers](#)

[Site Map](#)

Community

[USA.gov](#)

[WhiteHouse.gov](#)

[USAspending.gov](#)

[SBA.gov](#)

[SAM.gov](#)

[Report Fraud](#)

Additional Help

[Chat now with Grant](#)

[Frequently Asked
Questions](#)



**CITY OF CRAIG
MEMORANDUM**

To: Craig Mayor and City Council
From: Brian Templin, City Administrator
Date: August 29, 2024
RE: Waterfall Resort Access Permit Discussion

Councilmember Josh Bennett asked that this item be placed on the agenda.

The City of Craig routinely allows use of city property for short term, non-exclusive uses. Waterfall Resort has been using part of the seaplane building and the dock for the past several years for a few months in the summer to receive or send out guests when planes can't land at the resort.

Waterfall uses the half of the terminal vacated by Promech Air several years ago and understands that if the city has interest from another seaplane provider that the city will likely end the access permit in favor of a longer term air carrier tenant.

Under CMC Title 16, access permits for less than 12 consecutive months are approved by the city administrator and access permits for up to 24 months must be approved by the city council. Under no circumstance should an access permit be issued for more than 24 consecutive months. A lease would be more appropriate in those cases.

There have been no complaints to the city from the other tenant in the building or other air carriers.

The current permit expires August 31st and was recently extended to September 4th.

Josh should take the lead on any discussion on this item. No action is required from the council at this time.

CITY OF CRAIG ACCESS PERMIT

The City of Craig (hereafter "City"), through authority granted to it under 16.04.020 of the Craig Municipal Code, hereby grants an access permit to Waterfall Resort, whose address is 18501 Convention Center Drive Suit 100 Tinley Park IL, 60477 (hereafter "Permittee") for use of the northern ticket counter, office area, and freight room of the Fredrick G. Hamilton, Sr. Building as well as the small storage shed located at Lot 1, Tract C-T, ATS 212 (hereafter "the property"), totaling approximately 700 square feet, for use as a desirable location for conducting business related to transporting oncoming and outgoing customers for Waterfall and Steamboat Bay Resorts, subject to the following conditions:

1. That this permit is valid for the use of the property for use as a waiting area and loading/offloading of passengers. The storage shed may be used for fuel storage. No other use may be made of the property. The property may not be used for moorage of vessels outside of the time required for offloading/loading passengers. The permit may be terminated by written notice, at least 30 days in advance of termination, by the Permittee or the City. The effective dates of this permit are June 1, 2024 to August 31, 2024.

2. Site Contamination Prohibited; Environmental Compliance Required. (a) Any violation, at the site of the property, by Permittee, or by a third-party present upon the land with Permittee's permission, of an environmental statute or regulation of the city, state or federal governments shall be grounds for immediate termination of the permit by the city, at the city's sole discretion. By entering into the permit, the Permittee agrees not to make any claim for monetary damages against the city for permit cancellation pursuant to this subsection.

(b) The Permittee shall at all times manage Permittee's activities upon the property, and the activities of third parties present with Permittee's permission, so as to positively prevent any and all contamination of the property which would violate any statute or regulation, which could subject the city to enforcement action by a state or federal agency, or which could subject the city to statutory or common law liability, diminish the value of the land, or cause city expenditures for response costs caused by a hazardous substances release.

(c) By entering into the permit, the Permittee agrees to defend and indemnify the city from and against any and all claims by third parties (including governmental entities and industry pollution-based claims) brought against city by reason of activities on the property during the effective period of the permit.

(d) By entering into the permit, the Permittee agrees to reimburse the city for any and all expenses reasonably incurred by the city (including any response or site cleanup costs) because of activities on the property during the effective period of the permit.

3. Permittee agrees to maintain the leased area, and any appurtenant buildings, equipment, or structures in a well-maintained and sightly condition. Permittee agrees to perform all custodial duties for the permitted area at no cost to the city. Permittee agrees to conform to all applicable City land use requirements and shall comply with all laws and regulations of the City, the State of Alaska, and the federal government. Permittee will be

required to obtain authorization from the City for construction of any and all structures placed on the permitted area. Permittee agrees to pay electric, heating oil, and other operational expenses resulting from the Permittee's occupation of the building.

4. The City shall have the right to enter the permitted premises at all reasonable times to examine the condition of same. The city shall provide custodial services for the restrooms located at the floatplane terminal building.

5. At no expense to the City, Permittee shall obtain and keep in force throughout the time period of this permit, comprehensive public liability insurance naming the City as an insured or as additional insured, in a coverage amount of at least \$1,000,000 per occurrence. Permittee will provide the City with proof of insurance coverage in the form of a certificate of insurance; and upon City request, Permittee will additionally provide a copy of the insurance policy. Said insurance policy must provide that the City will be notified at least 30 days before termination, cancellation or material change in the insurance coverage; and include a waiver of subrogation by which the insurer waives all rights of subrogation against the City for payments made under the policy.

4. Permittee shall coordinate all loading/offloading times with other building tenants to ensure that there is no impact to floatplane operations at the facility. In the case of any conflicts the floatplane operators shall have priority access to the dock facilities.

5. In the event that the city identifies an additional floatplane operator who wishes to lease space at the facility, the Permittee shall negotiate with the floatplane operator and the city in good faith to allow expanded floatplane operations within the permitted space. In the event the three parties reach agreement on shared space, Permittee may request from the city a pro-rated refund of the lump sum payment detailed in Paragraph 6.

6. In addition to operational expenses listed in Paragraph 3, Permittee agrees to pay to City the lump sum of \$2,910 (two thousand nine hundred ten dollars) for use of the property during the effective dates of this permit. Payment is due by April 30, 2024.

7. Permittee and the city may extend the permit up to nine (9) months by mutual agreement.

This permit expires August 31, 2024.

Approved this 15th day of March, 2024.



Brian Tempkin, Craig City Administrator

Permittee's Acknowledgment:
I accept the terms and conditions of this Access Permit.



Waterfall Resort

3/13/2024

Date

**CITY OF CRAIG
MEMORANDUM**

To: Craig Mayor and City Council
From: Brian Templin, City Administrator
Date: August 30, 2024
RE: School Capital Project Funding Discussion

As the council is aware, the Craig City School District has various capital projects and related grants.

During budget discussions with the council earlier this year the school district noted that they would be requesting some city support for the matching funds for those projects, primarily the middle school renovation.

At the time the district had enough funds in their capital account to meet the match for the school renovation project and to complete the high school biomass project. Since those meetings the district has been drawing down the capital account to meet other needs.

Councilmembers Bennett and Kampnich requested that we put a discussion item on the agenda for the September 5th meeting to talk about city funding for the school district capital projects.

We do not have a formal request yet from the school district so the discussion should focus on where the funds might be drawn from.

Councilmembers Bennett and Kampnich should lead this discussion.

CITY OF CRAIG MEMORANDUM

To: Craig City Council
From: Brian Templin, City Administrator
Date: August 26, 2024
RE: Executive Session to Discuss Terms of Land Sale to Craig Tribal Association

The agenda for the council's September 5, 2024 meeting includes an executive session. The mayor requested an executive session to discuss legal issues implicated by the terms of the sales agreement with the Craig Tribal Association as related to the sale of a portion of the Cannery property.

The council may also choose not to go into executive session and conduct these discussions publicly.

Public bodies, like the Craig City Council, are permitted to meet in executive session—outside of the presence of the public—under limited circumstances, per 44.62.310 of Alaska Statutes.

Those circumstances include:

1. matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the public entity;
2. subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;
3. matters which by law, municipal charter, or ordinance are required to be confidential;
4. matters involving consideration of government records that by law are not subject to public disclosure.

The executive session scheduled falls under the first and third exceptions listed above since the legal issues may have an adverse impact upon the finances of the city and the city council is entitled to attorney client privilege related to discussions and advice from the city's attorney. The purpose of this executive session is to consult with the municipal attorney related to negotiations of terms related to the land sale above.

Per the cited statute, action may not be taken at an executive session, except to give direction to the city attorney or staff. Written or printed materials prepared for the council in preparation for an executive session are confidential and also not immediately available for public review.

In order to move into an executive session, the council must first meet in open session and adopt a motion to move into executive session. Following the executive session, the council typically approves a motion to reconvene into open session.

Recommended motion: Move to convene an executive session of the Craig city council to discuss matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the public entity and which by law, municipal charter, or ordinance are required to be confidential: to consult with the city attorney regarding terms of a sale of land to the Craig Tribal Association.

**CITY OF CRAIG
MEMORANDUM**

To: Craig Mayor and City Council
From: Brian Templin, City Administrator
Date: August 29, 2024
RE: Consider resolution of one section of negotiated Sales Agreement with CTA not yet agreed upon and Consider approval of Sales Agreement of City Owned Land to CTA

CTA has submitted a sales agreement that they would like the city council to consider approving.

In the negotiation process, all but one provision has been agreed to by CTA and the City. Here is that provision with the City's draft as proposed by the city attorney, and then CTA's draft as proposed by their attorney.

This term is found at Section 5.b.xiv of the agreement. Defend and indemnification language.

City Attorney Proposed Language: Purchaser acknowledges and understands that an initiative sponsored by registered voters of the City of Craig will be on the ballot in the upcoming October election, or an election at another specified date, which if passed, would require the City Council to adopt an ordinance requiring voter approval for sales of any portion of Tract A, USS 1429, as shown on Plat 2009-18, Ketchikan Recording District. Purchaser agrees to defend, indemnify and hold harmless the City of Craig in any action related to or arising out of this Agreement or to set aside the Agreement and Sale or to enjoin or otherwise prevent the Sale or any other action based upon the proposed ordinance in the initiative, including any actions in equity for a temporary restraining order, preliminary injunction or permanent injunctions, or other action in equity, whether filed before or after the consummation of this Agreement. Purchaser acknowledges and agrees that it has had a full opportunity to evaluate the initiative with counsel of its choice, and Purchaser agrees to go forward with the Agreement and agrees to the full defend, indemnify and hold harmless provision in this paragraph. Purchaser further agrees and acknowledges that it will not assert or attempt to assert sovereign immunity to avoid its defend and indemnification obligations in this paragraph of the Agreement.

CTA Proposed Language: Purchaser acknowledges and understands that an initiative sponsored by registered voters of the City of Craig will be on the ballot in the upcoming October election, or an election at another specified date, which if passed, would require the City Council to adopt an ordinance requiring voter approval for sales of any portion of Tract A, USS 1429, as shown on Plat 2009-18, Ketchikan Recording District. Purchaser acknowledges and agrees that it has had a full opportunity to evaluate the initiative with counsel of its choice, and Purchaser agrees to go forward with the Agreement. In the event that there is

litigation concerning the effect of the initiative on this Agreement or as to the effect of the initiative the sale of the Property from Seller to Purchaser, the Parties shall each bear their own attorney fees and costs, and shall be entitled to assert any defenses, claims, or causes of action that they may have, in such litigation. The Parties further agree that in the event there is a final judgment in such litigation that rescinds, voids, or otherwise finds this Agreement invalid, Purchaser shall reconvey the Property to Seller and Seller shall return the Purchase Price to Purchaser in full.

The city attorney and staff will be available to answer questions either during the open session of the meeting or during the executive session if the council chooses to move into executive session.

A full copy of the agreement submitted by CTA is attached.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “Agreement”), dated as of September 5, 2024, is made by and between **the City of Craig, Alaska** (“Seller”), and **Craig Tribal Association** (“Purchaser”). The date on which this Agreement shall be effective (the “Effective Date”) is the later of Seller’s and Purchaser’s execution dates following their signatures set forth on this Agreement. To provide for the purchase and sale of the property herein described, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Purchaser and Seller agree as follows:

1. PROPERTY TO BE CONVEYED; ACCESS

a. Purchase and Sale. Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, upon the terms and conditions hereinafter set forth, a 38,412 sq. ft. parcel of land with two buildings located at the southwest corner of the former Wards Cove Cannery site, to be subdivided, platted, and legally described as:

Tract A-1, as shown on the preliminary plat of Cannery Point Long House Subdivision, Prepared by R&M Engineering and submitted to the City of Craig dated July 2024. Preliminary plat was approved by the Craig Planning Commission on (TO BE COMPLETED AFTER PRELIMINARY PLAT APPROVAL). Tract A-1 consists of approximately 38,412 square feet.

b. Access.

(i) From and after the Effective Date, at any time prior to the Closing or termination of this Agreement, Purchaser and its agents and representatives shall be entitled to enter upon the Property to conduct such tests, inspections, examinations, appraisals, surveys, and inquiries with respect to the physical condition of the Property as Purchaser, in its sole and absolute discretion, deems necessary or desirable. Purchaser shall pay all costs incurred in making any inspections, tests, analyses, and investigations of the Property. Seller shall cooperate with Purchaser in Purchaser's inspections, investigations, and evaluations of the Property.

(ii) Purchaser shall indemnify Seller against and defend and hold Seller harmless from any liens, claims, losses, or liabilities (collectively, “Costs”) or actions of any kind and any nature arising out of or in connection with Purchaser exercising its right and privilege to go upon the Property prior to the Closing. Purchaser agrees to consult with Seller before making any disclosure to any third party, including any governmental agency. Purchaser agrees not to conduct any Phase I or Phase II environmental investigations without Seller’s advance written consent. Notwithstanding the foregoing indemnity, Purchaser shall have no liability to Seller by reason of any Costs arising out of or in connection with the mere fact of having discovered any adverse physical condition or other defect with respect to the Property.

2. PURCHASE PRICE

a. Purchase Price. Purchaser engaged Reliant LLC to conduct an appraisal of the property to determine the purchase price for the Property and two buildings in accordance with the Craig Municipal Code. Based upon Reliant's appraisal, without deduction for building demolition, the Purchase Price for 38,412 square feet shall be four hundred sixty thousand nine-hundred forty-four Dollars and no cents \$460,944.00 ("Purchase Price"). The Purchase Price shall be payable as follows: payment of four hundred sixty thousand nine-hundred forty-four Dollars and no cents (\$460,944.00) to the City of Craig by wire transfer or cashier's check at Closing.

3. TITLE AND SURVEY

a. Subdivision and Platting. Purchaser shall take all steps needed, at its expense, to subdivide and plat the Property from current Tract A, subdivision of Section 6, Township 74 S, Range 81 E, Copper River Meridian, Ketchikan Recording District. Purchaser shall provide Seller with a certified copy of all documents related to the subdivision and platting of the Property ("the Subdivision Documents"). **Final payment shall not be made and a deed will not be executed until the final subdivision plat is recorded with the Alaska Recorder's Office.**

b. Purchaser may at its sole expense obtain a Title Commitment and Title Policy Survey. Purchaser shall have the right to obtain, at Purchaser's sole expense, an ALTA survey of the Property (the "Survey").

c. Review of Title Commitment and Survey. If the Purchaser obtains a Title Commitment and Survey at Purchaser's sole expense, Purchaser shall have until 5:00 p.m. Alaska Time on the date that is thirty (30) calendar days after the receipt of the Title Commitment (the "Title Inspection Period") to review and comment on the exceptions and matters contained in or disclosed by the Title Commitment. If Purchaser elects to obtain a Survey, it shall have thirty (30) calendar days after the receipt of the Survey to review and comment on the exceptions and matters contained in or disclosed by the Survey (the "Survey Inspection Period"). Purchaser shall be entitled, in its sole and absolute discretion, to terminate this Agreement if Purchaser objects to any of the matters disclosed by the Title Commitment or Survey (each, an "Objection" and collectively, the "Objections"). Prior to the expiration of the Title Inspection Period and Survey Inspection Period, Purchaser shall provide written notice to Seller (the "Objection Notice") of each Objection that Purchaser desires to be released, discharged or removed prior to the Closing Date. Any matters revealed by the Title Commitment or the Survey to which Purchaser does not object before the end of the Title Inspection Period shall be deemed to be accepted by Purchaser ("Permitted Exceptions"). Any monetary lien or other encumbrance that can be removed with the payment of money at or before Closing shall not be deemed a Permitted Exception regardless of whether included on the Objection Notice.

d. Seller's Right to Cure Title Objections. If Purchaser raises any Objections in accordance with the procedures of Section 3(c) of this Agreement, then Seller shall have ten (10) days after the receipt of the Objection Notice to give Purchaser written notice either that (i) Seller agrees to cooperate with Purchaser to remove any Objections prior to the Closing at the sole cost and expense of the Purchaser or (ii) Seller elects not to cause such Objections to be removed. If Seller fails to respond to the Objection Notice, Seller shall be deemed to have elected not to cause any of the Objections set forth in the Objection Notice to be removed. If Seller gives Purchaser notice under clause (ii), or does not respond to the Objection Notice within the ten (10) day period

referenced above, then Purchaser may either waive those Objections that Seller has elected not to remove, in which event the waived Objections shall be deemed to be Permitted Exceptions and this Agreement shall continue in full force and effect, or may terminate this Agreement by notice delivered to Seller on or before the end of the Feasibility Period and the Earnest Money shall be returned to Purchaser.

4. INSPECTION AND FEASIBILITY CONTINGENCY

a. Purchaser acknowledges and agrees that Seller is making no representations or warranties of any kind or any nature regarding the condition of the Property and that Purchaser is solely responsible for determining the condition of and feasibility of the Property for Purchaser's intended use. Purchaser shall have until 5:00 p.m. Alaska Time on the date that is ninety (90) calendar days after the Effective Date (the "Feasibility Period") within which to evaluate the legal, financial, and physical condition of the Property, including at Purchaser's option conducting a hazardous materials survey; to inspect the Property to determine its suitability for Purchaser's intended use; and to investigate all other aspects of this transaction.

b. The Feasibility Period shall be extended in increments of thirty (30) days upon a showing of good cause by Purchaser, the determination of which shall not be unreasonably denied by Seller. If Purchaser is satisfied, in its sole discretion, with the results of its inspection, Purchaser may waive this contingency by delivering written notice of such waiver to Seller at any time within the Feasibility Period ("Purchaser's Waiver Notice").

c. If Purchaser (i) fails to give Purchaser's Waiver Notice prior to the end of the Feasibility Period, or if (ii) Purchaser otherwise notifies Seller that Purchaser has elected not to waive this contingency prior to the end of the Feasibility Period (and without first giving Purchaser's Waiver Notice), or (iii) if Seller is unable to subdivide and plat the Property, (iv) then this Agreement shall terminate, and the Parties shall have no further obligations hereunder (except for those obligations that expressly survive the termination of this Agreement).

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

a. Seller's Representations, Warranties and Covenants. Seller represents, warrants and covenants to Purchaser as follows:

(i) Power and Authority. Seller is a First Class City organized, duly formed, and validly existing under the State of Alaska Municipal Code, Alaska Statutes Title 29. Seller has the authority and power to enter into this Agreement and to consummate the transaction contemplated in this Agreement. The person executing this Agreement on behalf of Seller has been duly authorized to do so.

(ii) Condemnation. There are no condemnation or eminent domain proceedings pending, or to Seller's knowledge threatened or contemplated, against the Property or any part thereof. Seller shall give Purchaser prompt written notice of any actual, or if known to Seller, any threatened or contemplated condemnation or eminent domain proceeding against any part of the Property.

(iii) Leases and Contracts. There are no leases, use rights, or purchase rights affecting any part of the Property, and there are no management agreements or service contracts affecting the Property or the operation or maintenance thereof that will be binding upon Purchaser after the Closing. Seller has not entered into any agreement to sell or otherwise transfer its interest in the Property except for this Agreement.

(iv) Foreign Person or Entity. Seller is not a foreign person, nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder.

(v) Proceedings. There is no litigation or governmental proceeding pending or threatened with respect to the Property, or with respect to Seller, which impairs Seller's ability to perform its obligations under this Agreement, nor are there any facts, circumstances, conditions or events which, but for notice or lapse of time, or both, would result in any of the foregoing.

(vi) No Defaults. Seller is not in default under any agreements, easements, permits, entitlements or any other documents or instruments relating to or affecting the Property, nor are there any facts, circumstances, conditions or events which, but for notice or lapse of time, or both, would constitute or result in any such default.

b. Purchaser's Representations: Purchaser represents to Seller as follows.

(i) Power and Authority. Purchaser has the authority and power to enter into this Agreement and to consummate the transaction contemplated in this Agreement. The person executing this Agreement on behalf of Purchaser has been duly authorized to do so.

(ii) Condition of Property. Purchaser acknowledges that (i) as of the expiration of the Feasibility Period, Purchaser has been given an adequate opportunity to inspect and investigate the Property, including all physical, environmental, economic, legal, financial, and operational aspects of the Property, and (ii) Purchaser shall acquire the Property based solely upon Purchaser's own investigation and inspection thereof.

SELLER AND PURCHASER AGREE THAT: (I) THE PROPERTY SHALL BE SOLD AND PURCHASER SHALL ACCEPT THE PROPERTY ON THE CLOSING DATE "AS IS" AND "WHERE IS," AND SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. PURCHASER WAIVES ANY SUCH REPRESENTATION OR WARRANTY. Purchaser hereby acknowledges and agrees that, as of Closing, it was afforded the opportunity as described above to make such investigations and inspections of the Property and buildings and matters related thereto as Purchaser and its representatives reasonably desired and has entered into this Agreement on the basis that its own investigation of the physical condition of the Property and buildings, including subsurface conditions, as described above will be the sole basis for the Purchaser's decision to acquire the Property and the two buildings.

(iii) Purchaser hereby specifically acknowledges and agrees that notwithstanding any prior or contemporaneous oral or written representations, statements, documents, or understandings, this Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any such prior or contemporaneous oral or written conversation, representations, statements, documents, reports, studies, or understandings.

(iv) Purchaser further acknowledges and agrees that:

(a) Seller does not make any representations or warranties of any kind whatsoever, either expressed or implied, with respect to any matters except as set forth specifically in this Agreement.

(b) That adverse physical, environmental or financial conditions may not have been revealed by Purchaser's investigation. Without limiting the generality of the foregoing, Closing shall constitute conclusive evidence that as of Closing the Property and two buildings were, in all material respects, in the same physical condition as such condition existed as of the expiration of the Due Diligence Period.

(v) That Purchaser is a sophisticated Buyer, owner and operator of commercial real estate, and thoroughly competent to conduct the Purchaser's Due Diligence Investigation within the limits described above, and without assistance of or reliance on the Seller or any of Seller's agents or representatives, and that coupled with this sophistication the Purchaser's rights to terminate this Agreement without breach adequately protects Purchaser and Purchaser's interests.

(vi) In particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition (including, without limitation, subsurface conditions or conditions related to Hazardous Substances) (as defined below), occupation, or management of the Property and the two buildings; the economic prospects related to the Property and two buildings; availability of utilities; compliance with applicable statutes, laws, codes, ordinances, regulations, or requirements relating to leasing, occupancy, zoning, subdivision, planning, building, fire, safety, health, or environmental matters; compliance with covenants, conditions, and restrictions (whether or not of record), other local, municipal, regional, state, or federal requirements, or other statutes, laws, codes, ordinances, regulations, or requirements except as specifically set forth in this Agreement.

(vii) Purchaser acknowledges and agrees that it is entering into this Agreement and shall consummate the transaction contemplated hereby upon the basis of its own investigations and inspections of the Property and records relating thereto, and shall bear and assume the risk that its investigations and inspections of the Property and records relating thereto may not have revealed adverse or undesirable physical or financial conditions (including, without limitation, subsurface conditions or conditions related to Hazardous Substances) or other matters affecting the Property or the two buildings or any portion or component thereof. Purchaser further acknowledges and agrees that Purchaser explicitly took into account such risk of unknown and/or undiscovered adverse conditions in its decision to enter into this Agreement on the terms set forth

herein. In the event the transaction contemplated hereby shall be completed, Purchaser agrees that it assumes full responsibility for the condition of the Property and the two buildings and Purchaser agrees that Purchaser shall be deemed to have waived, relinquished, and released any and all rights, claims, and causes of action which Purchaser has or may be entitled to assert against Seller relating to any and all claims, liabilities, losses, liens, costs, penalties, damages, or expense (including reasonable attorney's fees) as a result of any action, suit, proceeding, lien, or other claim affecting or pertaining to the condition of the Property and the two buildings or any portion thereof, including but not limited to the existence at any time of Hazardous Substances on the Property or the two buildings from any source whatsoever and whether or not the facts which give rise to such action, suits, or proceedings arose or occurred prior to or after Closing.

(viii) As used herein, the term "Hazardous Substances" shall mean any substance which is regulated as a toxic waste or hazardous material under any law or regulation of any governmental or quasi-governmental authority (including, without limitation, any toxic or hazardous substance, material, or waste listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as a hazardous substance (40 CFR, Part 302) and amendments thereto or such substances, materials, and wastes which is or become regulated or listed as toxic under any applicable local, state, or federal law).

(ix) Further, the terms herein "Toxic or Hazardous Substances" is as follows and is hereby incorporated and included in this Agreement. "Toxic or Hazardous Substances" shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state, or local laws as: (a) a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601(14), Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. 1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. 6903, 6921, as now or hereafter amended; (c) a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. 1317(a)(1); (d) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. 7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. app. 1802(4), as now or hereafter amended; (f) toxic or hazardous substances pursuant to regulations promulgated now or hereafter under the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state, or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. "Toxic or Hazardous Substances" shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("PCBs"), petroleum and petroleum-based derivatives, and urea formaldehyde.

(x) Without limiting the generality of the foregoing, Seller makes no representations or warranties whatsoever with respect to whether or not an updated parcel map, lot line adjustment, replatting, resubdivision, rezone or merger of the Property will be approved by all local, state or federal land use, planning and zoning authorities and agencies having jurisdiction.

Purchaser expressly acknowledges and agrees that the process to obtain any and all governmental approvals for any land use may be difficult and subject to the subjective judgments of and input from various entities, third parties and the public, and that the outcome is highly uncertain. Further at no time, whether before or after Closing, is Seller obligated to assist or cooperate with Purchaser relative to any future land use action by Purchaser, other than in its normal governmental functions as the City of Craig.

(xi) In the event that Purchaser shall have made the written election to proceed with the Purchase within the Due Diligence Period and to proceed to close the acquisition of the Property and two buildings, such election shall constitute Purchaser's acceptance of the Property and two buildings as is where is, in its present condition, including all environmental contamination,

(xii) IN NO EVENT SHALL SELLER OR SELLER'S ELECTED OFFICIALS OR EMPLOYEE OR AGENT OF THE SELLER HAVE ANY LIABILITY FOR ANY CLAIM FOR DAMAGES, CAUSE OF ACTION OR OTHER LIABILITY (INCLUDING WITHOUT LIMITATION FOR CONSEQUENTIAL OR PUNITIVE DAMAGES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROPERTY OR THE CONDITION OF THE PROPERTY OR THE TWO BUILDINGS, WHETHER BASED ON CONTRACT, COMMON LAW, STATUTE, EQUITY OR OTHERWISE.

(xiii) Upon acceptance of the Property and two buildings at Closing, Purchaser agrees and warrants that it will comply with all City of Craig zoning laws and subdivision covenants related to the Property and the two buildings.

(xiv) Purchaser acknowledges and understands that an initiative sponsored by registered voters of the City of Craig will be on the ballot in the upcoming October election, or an election at another specified date, which if passed, would require the City Council to adopt an ordinance requiring voter approval for sales of any portion of Tract A, USS 1429, as shown on Plat 2009-18, Ketchikan Recording District. Purchaser acknowledges and agrees that it has had a full opportunity to evaluate the initiative with counsel of its choice, and Purchaser agrees to go forward with the Agreement. In the event that there is litigation concerning the effect of the initiative on this Agreement or as to the effect of the initiative the sale of the Property from Seller to Purchaser, the Parties shall each bear their own attorney fees and costs, and shall be entitled to assert any defenses, claims, or causes of action that they may have, in such litigation. The Parties further agree that in the event there is a final judgment in such litigation that rescinds, voids, or otherwise finds this Agreement invalid, Purchaser shall reconvey the Property to Seller and Seller shall return the Purchase Price to Purchaser in full.

(xv) Survival. All of the representations, warranties and covenants of Seller and Purchaser contained in this Agreement shall be true and correct as of the Effective Date and shall, as a condition to Closing, be true and correct in all material respects as of the Closing Date. Each Party's respective rights to enforce such representations, warranties and covenants in accordance with the provisions of this Agreement shall survive the Closing for a period of three (3) years and such rights to enforce shall not be merged into any documents delivered at the Closing.

6. SELLER'S OBLIGATIONS PENDING CLOSING

From and after the Effective Date until the Closing, Seller shall not enter into any new lease or contract affecting the Property, or any amendment thereof, except as may be needed to survey and plat the Property, without obtaining Purchaser's prior written consent. Seller further agrees to refrain from actively marketing or negotiating the sale or development of the Property during the period for which this Purchase Agreement is in effect. Purchaser shall promptly and without delay take all steps needed to subdivide, plat, and record the plat of the Property, at Purchaser's sole expense.

7. CLOSING DELIVERIES

At the Closing, the following documents and items shall be delivered as indicated below:

a. Seller's Deliveries. Seller shall deliver the following items to Purchaser or to the Title Company, duly executed and acknowledged by Seller, as applicable:

(i) Quitclaim Deed. A quitclaim deed by Seller conveying to Purchaser fee title to the Property subject to no restrictions, declarations, encumbrances, liens, adverse claims, or defects of any nature except for the lien of real property taxes for the current year prorated to the Closing Date and the Permitted Exceptions approved (or deemed approved) by Purchaser as provided in Section 3.

b. Purchaser's Deliveries. Purchaser shall deliver at the Closing the Purchase Price, Purchaser's authority documents, and such other items, documents, affidavits, instruments and certificates as may be necessary to consummate the sale of the Property.

c. Possession. Seller shall deliver possession of the Property to Purchaser at Closing, subject to the Permitted Exceptions.

8. TIME AND PLACE OF CLOSING

a. Closing Date. The closing of the transaction set forth in this Agreement (the "Closing") shall take place no sooner than thirty (30) days from the expiration of the Feasibility Period or the Subdivision Date and no later than ninety (90) days after the execution of this agreement, whichever is later (the "Closing Date").

b. Closing Procedure. The Closing shall occur at Craig City Hall. All documents and instruments required for the Closing shall be delivered to the Seller, or at such other location(s) as the Seller and Purchaser may select, on or before the Closing Date. Funds required for the Closing shall be delivered no later than 10:00 a.m. Alaska Time on the Closing Date.

9. APPORTIONMENTS AND CLOSING COSTS

a. Proration of Income and Expenses. The following items shall be adjusted or prorated between Seller and Purchaser at the Closing, as follows:

(i) Real property taxes and similar taxes for the then current tax year relating to the Property and all special assessments (collectively, "Taxes") shall be prorated with Purchaser responsible for the payment of Taxes following the Closing Date.

(ii) All other income and operating expenses, if any, for or pertaining to the Property, including public utility charges, and assessments due, shall be prorated, with Seller responsible for payment (and entitled to income) through and including the Closing Date and Purchaser responsible for payment (and entitled to income) thereafter.

b. Post-Closing Adjustments. To the extent items are prorated or adjusted at the Closing on the basis of estimates, or are not prorated or adjusted at the Closing pending actual receipt of information upon which such prorations and/or adjustments are to be based, Purchaser and Seller will, upon a proper accounting, pay to the other such amounts as may be necessary such that Seller will pay all expenses of the Property for the period on and prior to the Closing Date and Purchaser will pay all expenses of the Property for the period after the Closing Date. If either Party receives any bill or invoice that relates to the period for which the other Party is responsible, the receiving Party will refer such bill to the responsible Party and the responsible Party agrees to pay, promptly upon receipt, such portion of the bill or invoice as relates to the period for which it is responsible.

c. Closing Costs. Purchaser shall pay any and all costs and fees of the Title Company if the Purchaser chooses to engage a Title Company. Each Party shall pay the fees of its own attorneys, accountants and other professionals.

10. CASUALTY LOSS AND CONDEMNATION

If, prior to the Closing, all or any portion of the Property is damaged as the result of fire or other casualty or there is a loss or threatened loss of all or any material portion of the Property by condemnation (collectively, a "Casualty"), Seller shall promptly notify Purchaser in writing of such event. Upon the occurrence of a Casualty, Purchaser, in its sole discretion, shall have the option to (i) accept title to the Property without any abatement of the Purchase Price, in which event at the Closing all of the insurance proceeds or condemnation awards shall be assigned by Seller to Purchaser and any monies theretofore received by Seller in connection with such Casualty shall be paid over to Purchaser; or (ii) terminate this Agreement, and thereafter neither Party shall have any further liability to the other. In the event Purchaser elects to proceed under subsection (i) above, Seller agrees to work with Purchaser in good faith to adjust the insurance proceeds or negotiate the condemnation award in a manner that maximizes the recovery of proceeds; Seller shall not agree to a settlement without Purchaser's prior consent, which shall not be unreasonably withheld, conditioned, or delayed.

11 PURCHASER'S REMEDIES

If Seller fails to close this Agreement for any reason except Purchaser's default or the termination of this Agreement pursuant to a right to terminate set forth in this Agreement, the Agreement shall be terminated, Purchaser shall be released from this Agreement, and the earnest money (if any) returned to Purchaser, Purchaser shall have no other remedy against the Seller.

12. NOTICES

All notices, demands, consents, approvals and other communications (each, a “Notice”) that are required or desired to be given by either Party to the other under this Agreement shall be in writing and shall be (a) hand delivered, (b) sent by U.S. registered or certified mail, postage prepaid, return receipt requested, (c) sent by reputable overnight courier service, or (d) sent via email, addressed to the appropriate Party at its address set forth below, or at such other address as such Party shall have last designated by Notice to the other. Notices shall be deemed given when delivered; rejection constitutes delivery. Notice addresses for the Parties are as follows:

To Seller	City of Craig P.O. Box 725 Craig, Alaska 99801 Attn: Brian Templin, Craig City Administrator Email: administrator@craigak.com
To Purchaser	Craig Tribal Association P.O. Box 828 Craig, Alaska 99801 Attn: Clinton Cook, Sr., President Email: clintoncooksr@craigtribe.org tribaladmin@craigtribe.org
With a copy to	Sonosky, Chambers, Sachse, Miller & Monkman, LLP 302 Gold St. #201 Juneau, Alaska 99801 E-mail: rdm@sonosky.net

Notice may be given by counsel for the Parties, and such Notice shall be deemed given by Seller or Purchaser, as the case may be, for all purposes under this Agreement.

13. MISCELLANEOUS

a. Entire Agreement; No Oral Modifications. This Agreement and the exhibits to this Agreement constitute the final and complete agreement between the Parties with respect to the transaction contemplated herein, and supersede all prior correspondence, memoranda and agreements (oral or written) between the Parties relating to the subject matter hereof. This Agreement cannot be changed or modified other than by a written agreement executed by both Parties. Purchaser acknowledges and agrees that no Council member, nor the Mayor, nor any City employee, representative or consultant has any actual or apparent authority to make any oral promises or other oral agreements or modifications to the Purchaser as to this Agreement.

b. Successors Bound. Subject to the restrictions on assignment contained in Section 14(c), the provisions of this Agreement shall extend to, bind and inure to the benefit of the Parties to this Agreement and their respective representatives, heirs, successors and assigns.

c. Assignment. Except for an assignment to an affiliate or enterprise of Purchaser Craig Tribal Association, which is expressly permitted, Purchaser shall not assign this Agreement, or any rights or obligations under or relating to this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of Seller, and any such purported assignment shall be void.

d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. The Superior Court for the State of Alaska, First Judicial District at Klawock, Alaska, shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out or relating to this Agreement.

e. Limited Waiver of Purchaser's Sovereign Immunity. Purchaser is a federally-recognized Indian Tribe and has sovereign immunity from unconsented suit. Purchaser hereby grants a limited waiver of its sovereign immunity from suit or legal process solely with respect to any equitable claim for performance of this Agreement by Seller, provided however: that Purchaser's waiver of immunity is strictly limited to performance of its obligations under this Agreement; only applies to Seller and not to any third party, including without limitation Seller's assigns, successors, officers, members, citizens, or others, direct or indirect; does not waive the immunity of Purchaser's Council, officers, departments, enterprises, members, employees, agents, and councils; does not apply to any real property or other assets of Purchaser other than the Property; does not entitle or authorize Seller to bring any claim or action in equity or for damages other than for specific performance of this Agreement; and that no claim or action may be brought except in conformance with the Dispute Resolution procedure set out below. Purchaser agrees that this limited waiver will remain in full force and effect until Purchaser has fully and finally discharged all of its contractual and other legal obligations under or relating to this Agreement and all applicable statutes of limitation have run.

f. Dispute Resolution Procedure. The Parties agree that before any suit, claim, complaint or cause of action of any type whatsoever arising from or relating to this Agreement may be brought by either Party in any court of competent jurisdiction, (a) the authorized representatives of the Parties shall meet in person and shall attempt to resolve any claims through good faith negotiations, (b) that if such negotiations do not resolve the claims, the Parties agree first to try in good faith to settle the dispute by non-binding mediation administered with a professional mediator mutually selected by the parties before resorting to arbitration, litigation, or any other dispute resolution procedure, (c) in the event mediation does not resolve the claims, the Parties may by mutual consent agree to pursuing a different dispute resolution procedure, including that such claims shall be settled by arbitration with a mutually agreed upon arbitrator, and that judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the Parties, and (d) should the Parties not agree to arbitration or another dispute resolution procedure following mediation, Purchaser agrees that Seller may bring an action for specific performance in the Superior Court for the State of Alaska, First Judicial District at Klawock, Alaska, in accordance with Section 13d pursuant to Purchaser's limited waiver of sovereign immunity. Purchaser waives any application of the exhaustion of tribal remedies or abstention doctrine to such an action, provided that the procedures of this Dispute Resolution Procedure have been followed in good faith by both parties.

g. Counterparts; Email Signatures. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and signatures scanned and sent by e-mail shall constitute original signatures of the Parties.

h. Attorneys' Fees. In the event that either Party to this Agreement brings an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief or for an alleged breach or default of this Agreement, or in any other action arising out of this Agreement or the transactions contemplated by this Agreement, the prevailing Party may be entitled to attorney fees and cost in accordance with Alaska Rule of Civil Procedure 82.

i. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

j. Captions. The captions of this Agreement are inserted solely for convenience of reference only and do not define, describe or limit the scope or intent of this Agreement or any term hereof.

k. Construction. Seller and Purchaser acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement (including the exhibits) or any amendments, and the same shall be construed neither for nor against Seller or Purchaser, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the Parties.

l. Computation of Time. If the time for performance of any provision of this Agreement ends on a Saturday, Sunday or a legal holiday of Craig Tribal Association, the United States of America, or the State of Alaska, then such date shall automatically be extended until 5:00 p.m. on the next day that is not a Saturday, Sunday or legal holiday.

m. Survival of Terms. The terms and provisions of this Agreement shall survive the Closing and shall remain in full force and effect thereafter unless otherwise specifically provided in this Agreement.

n. Recitals. The recitals set forth at the beginning of this Agreement are true and correct, and are incorporated herein by this reference.

o. Public Record. The Parties agree and understand that this Agreement is a public document of the City of Craig, Alaska.

p. Exhibits. All exhibits attached to this Agreement are incorporated into this Agreement by this reference and made a part of this Agreement as if fully set forth. The following constitute the exhibits to this Agreement:

Exhibit A City of Craig Ordinance No. 774 and Preliminary Survey of Property

q. Legal Representation. Each Party has been advised and is represented by, or has had the opportunity to be advised and represented by, its own legal counsel with respect to this Agreement. Each Party warrants that its legal counsel has made no representations to the other Party or its counsel and that neither Party is relying in any way on any representations by the attorneys for either party.

r. The Purchaser is responsible upon acceptance of the Property and two buildings for all utility service connections and property access. Seller will make water and sewer connections to the water and sewer mains on Main Street unless the City has completed utility construction on the remainder of the Tract A-2 (*as shown on the Cannery Point Long House Subdivision preliminary plat dated April 2024 – the property description will be updated to include the plat number upon recordation of the final plat and prior to approval of the final terms of the sale by the Craig City Council*). Upon completion of installation of water and/or sewer utility for the remainder of the property, Purchaser may (but is not required to) connect to water and/or sewer mains on Tract A-2. Connection to the sewer main on Main Street may require an onsite pump from the property to the main. If an onsite pump is required it will be the Purchaser’s sole responsibility to purchase, install, and maintain this pump in compliance with federal, state and city laws and regulations.

s. The Purchaser agrees to manage and monitor hazardous materials in accordance with all state, federal and local laws and regulations.

The Parties have executed this Agreement, intending to be legally bound hereby as of the Effective Date.

SELLER:
CITY OF CRAIG, ALASKA

By: _____
Name: Kasey Smith
Title: Mayor
Date: _____

PURCHASER:
CRAIG TRIBAL ASSOCIATION

By: _____
Name: Clinton E. Cook, Sr.
Title: Tribal President
Date: _____

EXHIBIT A

[Attach City of Craig Ordinance No. 774 and Preliminary Survey of Property]

**CITY OF CRAIG
ORDINANCE No. 774**

AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO NEGOTIATE THE TERMS OF A SALE OF CITY OWNED LANDS CONSISTING OF A PORTION OF TRACT A, USS 1429, TO THE CRAIG TRIBAL ASSOCIATION.

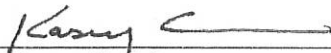
Section 1. Classification. This is a non-code ordinance.

Section 2. Severability. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of this ordinance and the application to other persons or circumstances shall not be affected thereby.

Section 3. Effective Date. This ordinance shall be effective immediately upon adoption.

Section 4. Action. This ordinance authorizes the Mayor and/or the City Administrator to begin negotiations the sale of up to 50,000 square feet of city owned land consisting of a portion of Tract A, USS 1429 as shown on Plat 2009-18, Ketchikan Recording District, to the Craig Tribal Association. Final terms of said sale are subject to the approval of the Craig City Council.

Passed and approved on July 11, 2024.



Mayor Kasey Smith

Attest



Mary Salazar, City Clerk



LEGEND

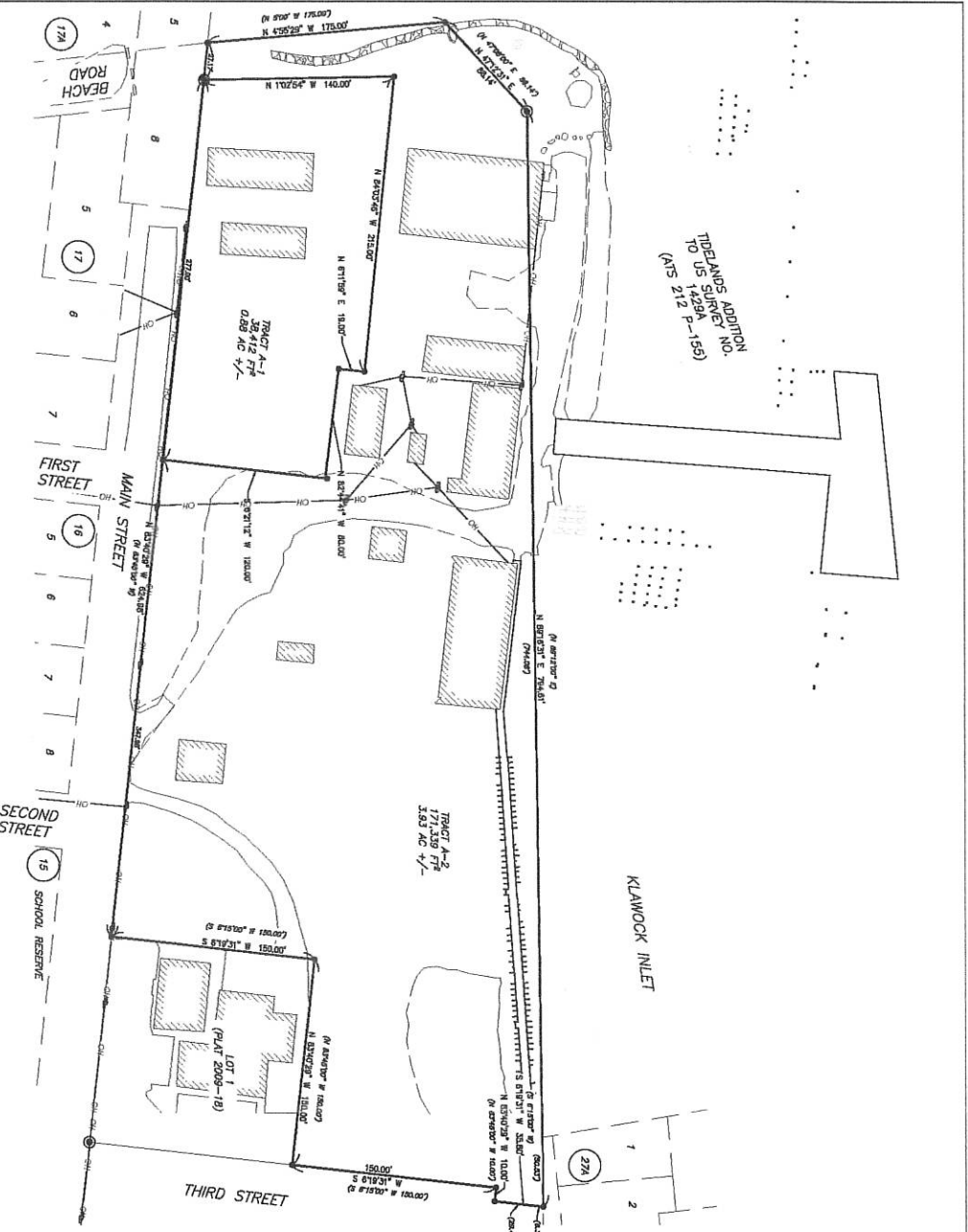
④	PRIMARY MONUMENT RECOVERED THIS SURVEY
③	SECONDARY MONUMENT RECOVERED
②	SECONDARY SET THIS SURVEY
①	UNRECOVERED
XX	BOUNDARY LINE THIS PLAT
OOO	MEASUREMENT DATA
K.A.D.	RECORDING DISTRICT

TYPICAL SECONDARY MONUMENT SET THIS SURVEY

SET 5/8" X 30" LONG REBAR (UNLESS OTHERWISE NOTED) AND 2" ALUMINUM CAP WITH PLASTIC INSERT

RECORDING DISTRICT

TR A-1
TR A-2
K.S. 20749
K.S. 07553



CERTIFICATE OF OWNERSHIP

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY ADOP'T THIS PLAN WITH MY FREE CONSENT.

DATE _____

CITY OF CHADOK _____

NOTARY'S ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____

BY _____

NOTARY PUBLIC FOR ALASKA _____

MY COMMISSION EXPIRES _____

TAX STATEMENT

I HEREBY CERTIFY THAT ALL AD VALOREM TAXES, SPECIAL ASSESSMENTS AND OTHER CHARGES DUE TO ANY AGENCY OR AGENCY OF THE STATE HAVE BEEN PAID TO BE PAID ON THE TAX ROLL.

DATE _____ CITY CLERK _____

CERTIFICATE OF IMPROVEMENTS

I HEREBY CERTIFY THAT THE IMPROVEMENTS SHOWN ON THIS PLAT ARE THE PROPERTY OF _____

DATE _____ PROJECT RECORDS DIRECTOR _____

DATE _____ CITY PLANNING DEPARTMENT _____

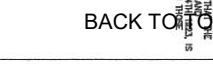
CERTIFICATE OF APPROVAL BY THE PLANNING COMMISSION

I HEREBY CERTIFY THAT THE SUBMISSION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE ZONING AND DEVELOPMENT CODE _____

DATE _____ CITY PLANNING DEPARTMENT _____

NOTES

- THE EXISTING ORIGINAL CORNERS WERE RECOVERED AND USED TO LOCATE THE CORNERS OF THIS PLAT.
- SET 2" LONG 3/4" DIAMETER REBAR WITH 2" ALUMINUM CAP WITH PLASTIC INSERT AT LOCATIONS AS INDICATED ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.
- THE BOUNDARY LINE BETWEEN TRACT A-1 AND TRACT A-2 IS A RELATIVE POSITION AS SHOWN ON THIS PLAT.



SCALE 1"=40'

THIS DRAWING MAY BE SUBJECT TO VARIATION BEFORE BEING RECORDED.

1 METERS = 3.28084 FEET
1 FEET = 0.3048 METERS

PRELIMINARY

CHRISTOPHER & PEARSON, P.L.L.C. # 107252

CANNERY POINT LONG HOUSE

A SUBDIVISION OF TRACT A PLAT 2009-18, CHADOK CANNERY PLAT, CITY OF CHADOK, ALASKA.

DATE: JULY 2018
CHECKED: [Signature]
SCALE: 1"=40'

BACK TO

**CITY OF CRAIG
PLANNING COMMISSION**

RESOLUTION 632-24-PC

GRANTING PRELIMINARY PLAT APPROVAL TO THE CRAIG TRIBAL ASSOCIATION REPLAT TRACT A, USS 1429 CREATING TRACT A-1 and TRACT A-2, USS 1429.

WHEREAS, the Planning Commission held a public hearing on August 22, 2024; and,

WHEREAS, public notice was given in accordance with Section 18.09 of the Craig Land Development Code; and,

WHEREAS, the Planning Commission finds that the specific criteria of Section 18.09 of the Craig Land Development Code are met as follows, subject to the conditions listed later in this resolution:

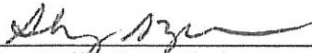
- A. That the proposed subdivision is consistent with the Craig Comprehensive Plan;
- B. That historic buildings or sites or natural features which are significant to the community or required to be protected by law (such as eagle nest trees) are preserved in the design of the development.
- C. That the proposed subdivision will not interfere with existing or officially planned development.
- D. That the future street plan and utilities for the proposed subdivision will permit the development of adjoining land.
- E. That proposed access, drainage, sanitary and water facilities, and fire protection are available and adequate for the subdivision, subject to approval by the city public works director.
- F. That the City has utility capacity to serve the area without interfering with utility capacity to serve other areas if City utilities are proposed.
- G. That the proposed subdivision does not disturb trees or shrubs which are designated for habitat or resource protection; wind, noise, sediment, or pollution buffers; recreation or open space; protection from natural hazards, watershed protection, or visual considerations unless a plan is approved which will mitigate potential adverse impacts.

NOW, THEREFORE, BE IT RESOLVED that the Craig Planning Commission does hereby approve the preliminary plat for the replat shown as the Cannery Point Long House Subdivision and will grant final plat approval once the following conditions are met:

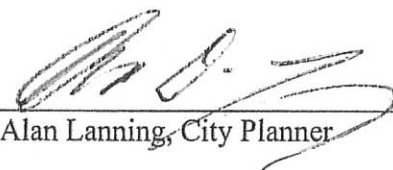
- 1. A certificate of plat, dated within 30 days of the final submitted plat should be submitted with the final plat.

2. that the comments provided by the Craig City Planner and Craig Planning Commission are incorporated into the final plat;
3. that all property corners be monumented with rebar and capped;
4. that the final plat conforms to the requirements of 18.09.009 of the Craig Land Development Code;
5. that the final plat be submitted in .DWG format, on reproducible mylar, and one full sized paper copy;

Approved this 22nd day of August, 2024.



Sharilyn Zellhuber, Chairman



Alan Lanning, City Planner