

Mayor
Clay Koplin

Council Members

*Tom Bailer
Cathy Sherman
Jeff Guard
Melina Meyer
Anne Schaefer
David Allison
David Glasen*

City Manager

Helen Howarth

City Clerk

Susan Bourgeois

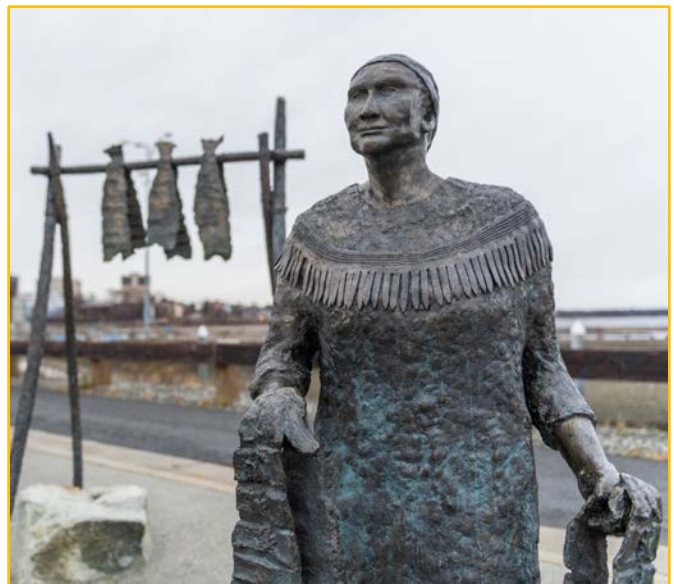
Deputy Clerk

Tina Hammer

Student Council

Ari Jeppson-Bolin

**Regular City Council Meeting
November 17, 2021 @ 7:00 pm
Cordova Center Comm Rooms
Agenda**



**November is Alaska Native
Heritage Month**

A. Call to order

B. Invocation and pledge of allegiance

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

C. Roll call

Mayor Clay Koplin, Council members Tom Bailer, Cathy Sherman, Jeff Guard, Melina Meyer, Anne Schaefer, David Allison, and David Glasen

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

E. Disclosures of Conflicts of Interest and Ex Parte Communications

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

F. Communications by and Petitions from Visitors

1. Guest Speakers
 - a. Incident Management Team, COVID-19 Update
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions **(CCMCA BoD, School Board Rep)**
4. Student Council Representative Report

G. Approval of Consent Calendar

5. Resolution 11-21-43..... **(page 1)**

A resolution of the Council of the City of Cordova, Alaska confirming application for the ARPA local government lost revenue relief program (hereinafter "LGLRRP") from the Alaska Department of Commerce, Community and Economic Development to offset significant revenue loss due to the COVID-19 public health emergency
6. Resolution 11-21-45..... **(page 5)**

A resolution of the Council of the City of Cordova, Alaska approving the sale of the East portion Lot 10, Block 6, USS 3345 A&B, Eyak Addition to Kim Hager
7. Minutes of the November 3, 2021 Regular Council Meeting..... **(page 22)**
8. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of unexcused absences of **Mayor Koplin** and Council member **Glasen** from the 11/3/21 Regular Meeting

H. Approval of Minutes – in consent calendar

I. Consideration of Bids – none

J. Reports of Officers

9. Mayor's Report

10. City Manager's Report

11. City Clerk's Report

- a. Public Notice - Board & Commission vacancies and how to apply..... (page 24)

K. Correspondence..... (see *primer* for description page 25)

L. Ordinances and Resolutions

12. Resolution 11-21-42..... (voice vote)(page 26)

A resolution of the Council of the City of Cordova, Alaska placing a ballot proposition before the voters at the Regular Election on March 1, 2022 amending City Charter Sections 2-1 entitled "Mayor and City Council: number and qualifications, designated council seats," and Section 10-2 entitled "three-year terms—election at large—nonpartisan elections," to remove designated seats for City Council members and clarify that council members and the mayor serve three year terms of office

13. Resolution 11-21-44..... (voice vote)(page 31)

A resolution of the Council of the City of Cordova, Alaska authorizing the City of Cordova to issue general obligation debt, consisting of a loan from the Alaska Department of Environmental Conservation, in the principal amount of not to exceed \$2,000,000 to finance the removal and replacement of the creosote pilings with steel pilings and the installation of a waste handling system, and submitting the question of the issuance of such debt to the qualified voters of the City at the March 1, 2022 Regular City Election

M. Unfinished Business - none

N. New & Miscellaneous Business

14. Discussion of COVID-19 Emergency Response

15. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 35)

O. Audience Participation

P. Council Comments

Q. Executive Session

City Council is permitted to enter an executive session if an explicit motion is made to do so calling out the subject to be discussed and if that subject falls into one of the 4 categories noted below. Therefore, even if specific agenda items are not listed under the Executive Session header on the agenda, any item on the agenda may trigger discussion on that item that is appropriate for or legally requires an executive session. In the event executive session is appropriate or required, Council may make a motion to enter executive session right during debate on that agenda item or could move to do so later in the meeting.

R. Adjournment

Executive Sessions per Cordova Municipal Code 3.14.030

- **subjects which may be considered are:** (1) matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) matters which by law, municipal charter or code are required to be confidential; (4) matters involving consideration of governmental records that by law are not subject to public disclosure.
- **subjects may not be considered in the executive session except those mentioned in the motion calling for the executive session, unless they are auxiliary to the main question**
- **action may not be taken in an executive session except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations**

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full City Council agendas and packets available online at www.cityofcordova.net



AGENDA ITEM 5
City Council Meeting Date: 11/17/2021
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 11/09/2021
ITEM: Resolution 11-21-43
NEXT STEP: Majority voice or roll call vote

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: Resolution required in order to receive ARPA funds through State of Alaska DCRA (division of community and regional affairs).

II. RECOMMENDED ACTION / NEXT STEP: Council approval of the resolution.

III. FISCAL IMPACTS: significant federal funds being brought to the City.

IV. BACKGROUND INFORMATION: COVID-19 emergency and pandemic has devastated many communities and these specific funds can and will be used as revenue replacement funds. The program is called "Local Government Lost Revenue Relief Program" or LGLRRP.

V. LEGAL ISSUES: no specific legal issues – this resolution of the governing body is a required piece of the application.

VI. SUMMARY AND ALTERNATIVES: Council can approve the resolution or amend the resolution or choose not to approve the resolution.

**DCRA Local Government Lost Revenue Relief Grant Program
LGLR Relief Program**

Promoting economic recovery and continuity of government services to local governments that experienced revenue loss due to the COVID-19 pandemic through a \$50M grant program funded by the State's American Rescue Plan Act (ARPA) COVID State and Local Fiscal Recovery Funds appropriated to the Alaska Department of Commerce, Community and Economic Development (DCCED), Division of Community and Regional Affairs (DCRA).

1. Use the Handbook and General Revenue QuickBooks Guide to determine General Revenues for January 1, 2020 to December 31, 2020 (Treasury's first eligible revenue loss period).
2. Use DCRA's Revenue Loss Calculation Tool available at [DCRA's Lost Revenue Relief Program page](#) to calculate the dollar amount and percentage of Revenue Loss for this period.
3. Use the calculated dollar amount and percentage to complete this application. **ATTENTION: You MUST download the PDFs to your computer BEFORE you begin filling it in to save your information.**
4. Attach the Resolution passed by the governing body.
5. Attach supporting documentation (printout of DCRA's calculation tool)

Send a **signed PDF application package (Application, Revenue Calculation Worksheet, and Resolution)** to: Attn: Robert Pearson, State of Alaska, Dept. of Commerce, Community and Economic Development, via email or fax by 5:00pm, December 6, 2021, to DCRA.LGLR@alaska.gov or 907-465-4761. If you cannot apply via email, call 907-465-5541 to make alternative arrangements. Application and qualification do not guarantee funding.

Applicant Information	
City / Borough Name	
Contact Name and Title	
Email	
Phone Number	
Mailing Address	
SAM & DUNS # and Expiration Date	

Grant Request	
Dollar Amount of Lost Revenue	Percent of Lost Revenue
\$	%

Certification	
I certify that the information in this application is true and correct, and that the applicant possesses the legal authority to accept grant funds from the State of Alaska and to execute the project described by the grant application. I further certify that I am legally authorized to sign and submit this application and to financially commit the applying organization to the project should it be selected to receive a Lost Revenue Relief Grant. I further certify that the applicant will comply with all applicable state and Federal laws and regulations implementing this project if it is selected for funding.	
Signature of Certifying Officer	Date
Printed Name and Title of Certifying Officer	

Notice of Funding Opportunity

The Alaska Department of Commerce, Community, and Economic Development (DCCED) Division of Community and Regional Affairs (DCRA) is pleased to announce a notice of funding opportunity and invites Alaska cities and boroughs to apply.

What: The Alaska Legislature appropriated \$50 million in the Fiscal Year 2022 budget from the state's American Rescue Plan Act (ARPA) COVID State and Local Fiscal Recovery Funds towards “Grants to local governments with significant revenue loss due to COVID-19.”

Grantees may use awarded funds for government services, as outlined in the guidance and rules provided by the United States Department of the Treasury for ARPA funds. More information on included revenue and allowable expenditures is available in the program handbook that accompanies the application.

Who: Alaska local governments (municipalities) are eligible to receive these grants. Applicants must be eligible to receive federal funding. Non-profits, community associations, tribes, school districts, and other non-governmental entities are not eligible for this funding.

When: Applications, whether submitted by email or fax, must be received by DCRA at DCRA.IGLR@alaska.gov or 907-465-4761 by 5:00 pm, December 6, 2021. Late applications will not be accepted.

Application: The application, application handbook, calculation tool, frequently asked questions and contact information are available online at [DCRA's Lost Revenue Relief Program page](#). Calculation of requested grant amounts must be based on the Interim Final Rule dated May 17, 2021 (<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>), any succeeding federal guidance, and the language appropriating these grants in the State FY22 budget.

Awards: Treasury's Interim Guidance sets four points in time that revenue loss can be calculated, starting with the period from January 1, 2020, through December 31, 2020. A first round of funding, with up to \$50 million awarded, will be based on revenue loss calculated for this period using the formula provided by the U.S. Treasury. Legislative intent identifies “significant revenue loss” to local governments as a 10% or greater loss in revenue.

Award amounts will be determined based on qualifying revenue loss due to COVID-19 and the total amounts applied for. If qualifying awards exceed \$50 million, the award amounts will be calculated on a proportional basis, with higher percentages of award amounts going to municipalities that experienced the highest percentage of calculated revenue loss. Remaining funds, if any, will be distributed in a second round of funding based on the period January 1 through December 31, 2021.

More information: [Treasury's Coronavirus State and Local Fiscal Recovery Funds website](#)

**CITY OF CORDOVA, ALASKA
RESOLUTION 11-21-43**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA
CONFIRMING APPLICATION FOR THE ARPA LOCAL GOVERNMENT LOST
REVENUE RELIEF PROGRAM (HEREINAFTER “LGLRRP”) FROM THE ALASKA
DEPARTMENT OF COMMERCE, COMMUNITY AND ECONOMIC DEVELOPMENT
TO OFFSET SIGNIFICANT REVENUE LOSS DUE TO THE COVID-19 PUBLIC
HEALTH EMERGENCY**

WHEREAS, the City of Cordova experienced loss of revenue as a result of the COVID-19 public health emergency; and

WHEREAS, the City of Cordova attests to the accuracy of the attached program worksheet; and

NOW, THEREFORE, BE IT RESOLVED that the City of Cordova confirms application for LGLRRP funds; and

BE IT FURTHER RESOLVED THAT City of Cordova confirms the revenue and fund receipts totals discussed herein and can confirm with supporting documentation.

**PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE CITY
COUNCIL THIS 17th DAY OF NOVEMBER 2021**

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM # 6
City Council Meeting Date: 11/17/21
CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff
DATE: 11/17/21
ITEM: Purchase agreement for East Portion of Lot 10, Block 6, USS 3345 A&B, Eyak Addition
NEXT STEP: Approve Resolution 11-21-45

☐ INFORMATION
☒ RESOLUTION

☐ MOTION
☐ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Approve Purchase agreement
Legal Description: East Portion of Lot 10, Block 6, USS 3345 A&B, Eyak Addition
Lot Area: Approximate Area = 5,567 SF
Zoning: Business
Attachments: Purchase agreement with quit claim deed

II. RECOMMENDED ACTION / NEXT STEP: Staff suggest the following motion:
“I move to approve Resolution 11-21-45.”

III. FISCAL IMPACTS: The city would get revenue from land sale and future property tax.

IV. BACKGROUND INFORMATION: A letter of interest was received to purchase the east portion of lot 10, block 6, USS 3345, Eyak Addition. The Planning and Zoning Commission reviewed the letter and after hearing the circumstances determined to recommend that the City Council do direct negotiations with Kim Hager for the disposal of the lot.

The City Council, at their August 18, 2021 meeting concurred with the recommendation of the Planning and Zoning Commission and directed staff to begin direct negotiations for the disposal of the land. A fair market value was determined as the 2021 assessed value of \$24,600. Mr. Hager agreed to this price and a sale agreement was drafted for the Councils approval.

This agreement includes the option for Mr. Hager to make payments for the land instead of paying in full upfront. It also allows for Mr. Hager to be credited the difference between the 2021 assessed value and the

2022 assessed value if it is lower. These agreements were directed by the Council.

V. SUMMARY AND ALTERNATIVES: City Council could choose to not approve the purchase agreement.

**CITY OF CORDOVA, ALASKA
RESOLUTION 11-21-45**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, APPROVING
THE SALE OF THE EAST PORTION LOT 10, BLOCK 6, USS 3345 A&B, EYAK ADDITION
TO KIM HAGER.**

WHEREAS, pursuant to CMC 5.22.030, the City of Cordova (“City”) solicited proposals for the purchase of the east portion of Lot 10, Block 6, USS 3345 A&B, Eyak Addition (the “Property”); and

WHEREAS, the Planning and Zoning Commission at its August 10, 2021 meeting recommended that City Council proceed with direct negotiations to dispose of the Property to Kim Hager (the “Buyer”); and

WHEREAS, at the August 18, 2021 meeting the City Council approved the sale of the Property to Kim Hager; and

WHEREAS, the purchase price is the assessed fair market value of the Property, which is \$26,400.00, plus costs incurred by the City allowed to be recovered per CMC 5.22.100; and

WHEREAS, the City Council determined that if the assessed value is lowered for 2022, the difference between the purchase price and the new assessed value will be credited to the buyer; and

WHEREAS, the City Council determined that they would accept payments if the Buyer so decides; and

WHEREAS, the sale of the Property for the assessed fair market value is in the City’s best interest.

NOW, THEREFORE BE IT RESOLVED THAT the City Manager is authorized and directed to convey the Property to Kim Hager in accordance with the terms in the Purchase and Sale Agreement and Quitclaim Deed attached to this resolution as Attachment A. The form and content of the Purchase and Sale Agreement and Quit Claim Deed submitted as Attachment A to this resolution are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as she shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting. From and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the documents as executed.

PASSED AND APPROVED THIS 17th DAY OF NOVEMBER 2021.

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, City Clerk

DRAFT PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of XXXXXXXXXXXXXXXX (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller" or the "City"), whose address is P. O. Box 1210, Cordova, Alaska 99574, and Kim Hager ("Purchaser"), whose address is P.O. Box 1552, Cordova, AK 99574

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, the East Portion Lot 10, Block 6, USS 3345 A&B, Eyak Addition, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

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

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

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

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

2. The Purchase Price.

(a) The purchase price for the Property is twenty-six thousand four-hundred and 00/100 Dollars (\$26,400.00) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 10 below) as follows:

(1) A One Thousand and 00/100 Dollars (\$1,000) non-refundable deposit received by Seller on August 20, 2021 (the "Initial Deposit"). The Initial Deposit shall be applied to the payment of the Purchase Price at Closing, but in no event will it be refunded to Buyer if the sale contemplated by this Agreement does not close for any reason.

(2) The balance of twenty-five thousand four-hundred and 00/100 Dollars (\$25,400.00), together with all costs incurred by the City in connection with the sale of the Property, including Closing Costs, payable at Closing.

(b) The Purchase Price is based upon the fair market value of the Property as calculated at the time of the sale based upon the 2021 assessed value of the Property. Due to deviations in the 2021 assessed value of the Property and the assessed value of nearby similar but distinct parcels, the City agrees that the fair market value of the Property could reasonably be the 2022 assessed value of the Property, as adjusted by the qualified assessor retained by the City. The City, as approved by City Council, hereby agrees to refund to Buyer any difference between the Purchase Price and the 2022 assessed value of the Property in the event the 2022 assessed value of the Property is lower than the Purchase Price.

3. Title.

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

(b) Within fifteen (15) days after the delivery of the Commitment by Seller or the Title Company, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within said fifteen (15) day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments, and any Internal Revenue Service liens, shall also constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (1) to terminate this Agreement, or (2) to waive disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event Purchaser elects to terminate this Agreement in accordance with (1) in this subsection, the Deposit, without interest, shall be refunded to Purchaser within thirty (30) days; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

4. No Warranties. Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so). Purchaser agrees, represents, and warrants that except as expressly contained in this Agreement, no representations or warranties by or on behalf of Seller, express or implied, statutory or otherwise, are or have been made to the Purchaser as to the condition of the Property or improvements situated thereon, the contents thereof, any restrictions related to the development or use thereof, the applicability of any governmental requirements pertaining thereto, including but not limited

to environmental requirements, the presence or absence of Hazardous Substances, presence of groundwater, the suitability or fitness thereof for any use or purpose, the Property's compliance with federal, state and/or municipal laws, or any other matter or thing affecting or related to the Property in any way, and the Purchaser accepts the same IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Seller has agreed to sell the Property on the terms specified herein in reliance upon the foregoing limitations of Seller's liabilities, which are material to Seller, and Seller would not have entered into this Agreement without such limitations.

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

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

6. Conditions Precedent to Closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Default.

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

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

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

14. Escrow.

(a) Instructions. Within five (5) business days after execution of this Agreement, Purchaser shall deposit a copy of this Agreement executed by both Purchaser and Seller with Escrow Agent. This Agreement, together with such further

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

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

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

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

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

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

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

15. Indemnification.

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

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

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

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

This obligation shall survive closing.

16. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With copy to
Holly Wells, Esq.
Birch Horton Bittner & Cherot, PC
310 L. Street, Suite 700
Anchorage, Alaska 99501

Purchaser: Kim Hager
PO Box 1552
Cordova, AK 99574

Escrow Agent: First American Title Insurance Company.
3035 C Street
Anchorage, Alaska 99503

Title Company: First American Title Insurance Company.
3035 C Street
Anchorage, Alaska 99503

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be

deemed to have been duly given or served on the date three (3) days after being placed in the U.S. Mail.

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

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

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

SELLER: CITY OF CORDOVA

By: _____
Helen Howarth, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____th day of _____, 2021, by Helen Howarth, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

PURCHASER: XXXXXXXXXXXXXXXX

By: _____
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____
XXXXXXXXXXXXXXXXXXXX

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of
_____ 2021, by-_____.

Notary Public in and for Alaska
My commission expires:_____

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ,____ day of
_____ 2021, by-_____.

Notary Public in and for Alaska
My commission expires:_____

EXHIBIT A
Legal Description of the Property

A portion of Lot Ten (10), Block Six (6), USS 3345. Eyak Addition, Cordova Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Commencing at the southeast corner of Lot 10, thence $N61^{\circ}21'09''W$, a distance of 38.91 feet; thence $N11^{\circ}23'42''E$, a distance of 117.50 feet to the northern boundary line; thence $S89^{\circ}56'05''E$, a distance of 50.56 feet to the northeast corner of the lot; thence $S16^{\circ}30'00''W$, a distance of 139.53 feet to the point of beginning, containing 5,567 square feet, more or less.

EXHIBIT B
Quitclaim Deed

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording, return to:

Holly Wells
Birch Horton Bittner & Cherot
510 L Street, Suite 700
Anchorage, AK 99501

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to Kim Hager, whose address is P.O. Box 1552, all interest which Grantor has, if any, in the following described real property:

A portion of Lot Ten (10), Block Six (6), USS 3345. Eyak Addition, Cordova Recording District, Third Judicial District, State of Alaska, more particularly described as follows:

Commencing at the southeast corner of Lot 10, thence N61°21'09"W, a distance of 38.91 feet; thence N11°23'42"E, a distance of 117.50 feet to the northern boundary line; thence S89°56'05"E, a distance of 50.56 feet to the northeast corner of the lot; thence S16°30'00"W, a distance of 139.53 feet to the point of beginning, containing 5,567 square feet, more or less.

DATED this ___ day of _____, 2021.

GRANTOR:

CITY OF CORDOVA

Helen Howarth, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Helen Howarth, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

**Regular City Council Meeting
November 3, 2021 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes**

A. Call to order – Vice Mayor Cathy Sherman called the Council regular meeting to order at 7:15 pm on November 20, 2021, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance - Vice Mayor Sherman led the audience in the Pledge of Allegiance.

C. Roll call - Present for roll call were Council members **Tom Bailer, Cathy Sherman, Anne Schaefer**, and **David Allison**. Council members **Jeff Guard** and **Melina Meyer** were present via teleconference. **Mayor Clay Koplin** and Council member **David Glasen** were absent. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois**.

D. Approval of Regular Agenda – M/Bailer S/Allison to approve the agenda. **Bourgeois** said that the executive session would not be needed tonight.

Vote on the motion: 6 yeas, 0 nays, 1 absent (Glasen). Motion was approved.

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

F. Communications by and Petitions from Visitors

1. Guest speaker

a. Incident Management Team, COVID-19 Update: no report

2. Audience comments regarding agenda items - none

3. Chairpersons and Representatives of Boards and Commissions

CCMCA Board – no report

School Board – Superintendent Russin reported that first quarter just wrapped up and student activities have been in full swing – our teams have been travelling and teams have been coming here for games. He is looking forward to the joint meeting next week. He said CHS was named #5 best school in Alaska by US News and World Report and Mt. Eccles was top 30 in Alaska.

4. Student Council representative

G. Approval of Consent Calendar

5. Council action to waive the right to protest renewal of 'restaurant/eating place' liquor license #5653 for Baja Taco

6. Minutes of the October 20, 2021 Regular Council Meeting

7. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absences of Mayor Koplin from the 10/6/21 and 10/20/21 Regular Meetings

Vote the Consent Calendar: 6 yeas, 0 nays, 1 absent. Glasen-absent; Guard-yes; Meyer-yes; Sherman-yes; Bailer-yes; Allison-yes and Schaefer-yes. Consent Calendar was approved.

H. Approval of Minutes – in consent calendar

I. Consideration of Bids - none

J. Reports of Officers

8. Mayor's Report – no report

9. Manager's Report – City Manager **Helen Howarth** reported: 1) redistricting board came to Cordova Monday Nov 1 – about 12-13 people participated; they were fully engaged and listened to the testimony – they will have an approved map by Nov 10; Cordova strongly emphasized the need to be placed with other coastal communities; 2) IBEW union negotiations will begin tomorrow; 3) disappointment – SWELL development had plans for a 15 unit development in Cordova and unfortunately they were not able to make it cost effective; didn't receive the tax credits from AHFC – Cordova's average income was too high. We will continue to pursue housing options – **Curtis Fincher** – public communications/special projects lead is working hard on this.

Council questions – **Schaefer** asked the status of the audit – **Howarth** said she doesn't expect it until beginning of December if we are lucky.

10. City Clerk's Report – **Bourgeois** included 2 handouts in the packet for information purposes.

- a. Public notice - Board and Commission Vacancies and how to apply
- b. Redistricting Board November 1 Public Hearing in Cordova flyer

K. Correspondence

- 11. 10-18-21 Mayor Koplin letter of support for BBB mariculture for an EDA grant
- 12. 10-19-21 Email from L. Stavig regarding property matters
- 13. 10-26-21 Letter from B. Taylor of PWSRCAC re ADEC public comment period
- 14. 10-26-21 Notice from DNR, Mining, Land, Water, extension of Agency & Public review period for Aquatic Farmsite Lease ADL233132

L. Ordinances and Resolutions - none

M. Unfinished Business - none

N. New & Miscellaneous Business

- 15. Discussion of COVID-19 Emergency Response - none
- 16. Pending Agenda, Calendar, CIP List and Elected & Appointed Officials lists
 - a. FY22 budget preparation schedule/work sessions

Bailer said he'd like a pending agenda item to discuss and/or direct the Planning and Zoning Commission regarding City owned residential lots. **Allison** added to that – he'd like a pending agenda item for a future meeting for Council to discuss incentives (tax breaks, etc.) for people to build/invest in Cordova.

O. Audience Participation - none

P. Council Comments

Guard thanked everyone for the hard work on the budget. He is concerned about using up the permanent fund if we are going to be budgeting the earnings for operations each year. He thinks we need a clear idea of what to do with our permanent fund, so we get it working for us.

Schaefer thanked **Duncan** and **Sam** for the presentations at the budget work session about their departments. She thanked the museum and library staff for those successful grants.

Bailer echoed the comments from Council member **Schaefer**, and he said it is refreshing when fresh eyes take a look at stuff. Which is why Council needs to do that also with RFPs for the different contracts.

Q. Executive Session

19. Attorney consultation regarding *Fejes and Associates* and potential legal challenge, in executive session because this is a subject the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

At approval of agenda this executive session was deemed not necessary.

R. Adjournment

M/Bailer S/Allison to adjourn the meeting.

Hearing no objection **Vice Mayor Sherman** adjourned the meeting at 7:37 pm.

Approved: November 17, 2021

Attest: _____
Susan Bourgeois, CMC, City Clerk

PUBLIC NOTICE

Mayor Koplin and the **City Council** are soliciting applications for these upcoming City Board and Commission vacancies:

Library Board – 1 seat

Planning Commission – 2 seats

Harbor Commission – 1 seat

Parks & Rec Commission – 3 seats

Historic Preservation Commission – 3 seats

fillable application available on the City website

<https://www.cityofcordova.net/wp-content/uploads/2021/09/Board-Commission-Application.pdf>

email cityclerk@cityofcordova.net

cityclerk3@cityofcordova.net

call 424-6248 or 424-6286

for appointments in December 2021

applications due by November 24, 2021

Council Packet Correspondence Primer: **Communicating with Your Elected Cordova Officials**

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

What gets published in Council packets as Correspondence?

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

What does not get published in Council packets as Correspondence?

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

More information about items not subject to publication:

- Correspondence that is not subject to publication in a Council packet will, however, be forwarded to the Mayor and City Council members with notification that the communication will not be included in the Council packet and the reasons for the exclusion.
- The City will attempt to contact the writer of the correspondence to inform them that the City has determined not to publish what they have sent. Notifications will be sent to the return address on the communication if one has been provided. (the best way to ensure the City is able to reach the writer is if the correspondence has been emailed through the City Clerk cityclerk@cityofcordova.net)
- A person who submits a communication that is not subject to publication in a Council packet, may still attend a meeting and read the communication during audience comments (if it is about an agenda item) or during audience participation, if it is not about an agenda item. Oral comments during a Council meeting will not be monitored or limited for content unless the comments made incite or promote violence against a person or entity. The City is not responsible or liable for the comments, thoughts, and/or opinions expressed by individuals during the public comment period at a Council meeting.

Suggestions concerning correspondence:

- Correspondence intended for all Council members should be emailed to the City Clerk at cityclerk@cityofcordova.net, hand-delivered or sent via U.S. mail to the Clerk's office. Correspondence should be clearly addressed to "Cordova City Council." Unless clearly stated otherwise, the City Clerk will presume that all correspondence addressed to City Council is intended for inclusion in the packet.

MEMORANDUM

**TO: CORDOVA CITY COUNCIL
CITY MANAGER HELEN HOWARTH
CITY CLERK SUSAN BORGEOIS**

FROM: HOLLY C. WELLS

**RE: RESOLUTION PLACING A BALLOT PROPOSITION BEFORE THE
VOTERS AT THE MARCH 1, 2022 ELECTION AMENDING CITY
CHARTER SECTIONS 2-1, 10-2, AND 10-4 TO UNDESIGNATE
COUNCIL SEATS AND REMOVE 40% VOTE THRESHOLD FOR
PREVAILING MAYOR AND CITY COUNCIL CANDIDATES**

CLIENT: CITY OF CORDOVA

FILE NO.: 401,777.261

DATE: NOVEMBER 12, 2021

Introduction

Earlier this year City Council requested that a resolution be presented to it placing a proposition before the voters that would create undesignated City Council seats. Based upon Council's discussions on this matter, it appears that Council's main objectives were to simplify the election process for Council member seats and encourage voters to run for local office. The purpose of this memorandum is to provide a brief introduction to the implications the proposed change has on the City of Cordova ("City") election process and potential challenges that arise from this change.

Discussion

In order to change Council member seats from designated to undesignated seats, the City Charter must be amended to remove the requirement that these seats be designated. Currently, the City Charter contains the original election schedule for each of the seats that led to the staggered terms served by Council members. While it is simple to remove the process for designating and staggering Council seats while preserving the staggered terms, there are numerous consequences of doing so that may not have been intended or anticipated by Council and thus warrant consideration before passage of the Resolution. These consequences include:

1. *The Impact of Undesignated Seats on the 40% Threshold for Prevailing Council Members.* If a voter is tasked with selecting two or three candidates to fill the number of Council seats for election, it becomes difficult to determine the "percent of the vote" that each candidate receives

given that each voter is able to cast a single vote (i.e., selects one candidate despite the ability to vote for three) or more.

This challenge is demonstrated in particular clarity in light of the fact that not all voters who complete a ballot will complete every section of the ballot. On a ballot with designated seats a voter may select to vote on only a single designated Council seat but, if others vote on that same seat, it would not impact the *percent* of the vote that the prevailing candidate received. In other words, if five people voted, and but only three of them voted for Council Seat A, but they all chose the same candidate, that candidate would have received 100% of the votes cast. In contrast, if the seats are undesignated and five people voted—all for different candidates, with some voters casting votes for all three seats and others for one or two of such seats, it would be difficult to accurately calculate the percent of the vote for each seat. It is simple, however, to determine which candidate received the highest number of votes.

In the event Council determines it is worthwhile to remove both Council seat designation and the 40% threshold for prevailing Council members, it may determine that applying the 40% threshold to the mayor seat is not consistent with the election process for Council members. In anticipation of the vote percentage calculation challenges arising from the removal of designated Council seats, the Resolution proposes removing that threshold from the Charter completely. Council may, however, amend the resolution to reject this change and maintain the 40% threshold for the Mayor and not Council seats.

2. *Run-Off Elections.* Removing Council seat designations at elections also arguably causes confusion for run-off elections, which candidates must take part of them, and how they will be administrated.

3. *Voter Confusion.* In light of the recent election code changes, and given the differences in election procedures arising from the undesignated Council seat change, voters may be confused as to when they are subject to a run-off election and/or which candidates will receive enough votes to win. Given that the Cordova Municipal Code provisions regarding the election process will not change unless Proposition No. 1 is approved by the voters, voter confusion may be minimized by clear Code amendments and ordinance language.

4. *State Election Changes Under Ballot Measure 2: Ranked Choice Voting.* The State's use of ranked choice voting in upcoming elections may make the adoption of those method a viable consideration for the City, especially if the seats are undesignated. This would result in a change to the City's voting practices after the next election. Council may want to consider postponing changes in the charter if it suspects that there will be other changes to the charter regarding voting practices in only a year.

Conclusion

Despite the legal propriety of the proposed charter amendments, there is significant risk that this change will trigger numerous, additional changes to the election process. Ideally, these types of changes to the charter and election process require careful consideration of the related election practices, calculations, and public education and messaging regarding the changes to Charter and Code before the resolution is adopted. I will be available telephonically at the next regularly scheduled meeting to assist Council in considering the impacts on the relevant laws.

**CITY OF CORDOVA, ALASKA
RESOLUTION 11-21-42**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA PLACING A
BALLOT PROPOSITION BEFORE THE VOTERS AT THE REGULAR ELECTION ON
MARCH 1, 2022 AMENDING CITY CHARTER SECTIONS 2-1 ENTITLED “MAYOR AND
CITY COUNCIL: NUMBER AND QUALIFICATIONS, DESIGNATED COUNCIL SEATS;”
SECTION 10-2 ENTITLED “THREE-YEAR TERMS—ELECTION AT LARGE—
NONPARTISAN ELECTIONS;” AND SECTION 10-4 ENTITLED “VOTING—WHO
ELECTED” TO REMOVE DESIGNATED SEATS FOR CITY COUNCIL MEMBERS, TO
CLARIFY THAT COUNCIL MEMBERS AND THE MAYOR SERVE THREE YEAR TERMS
OF OFFICE, AND TO REMOVE 40% VOTE THRESHOLD FOR PREVAILING MAYORAL
AND CITY COUNCIL CANDIDATES**

WHEREAS, Cordova Charter currently designates seats for members of Council and the Mayor and creates staggered terms for the Council member seats; and

WHEREAS, the proposed amendments to City Charter 2-1 and 10-2 eliminate such designated City Council seats while maintaining the Charter’s provisions for nonpartisan elections at large and for three-year terms for Council members; and

WHEREAS, City Council has determined that amendments to Charter Section 2-1, 10-2, and 10-4 are appropriately included in a single proposition because, as permitted in City Charter Section 13-1 these sections and the proposed amendments to them are “so interrelated that they should be approved or rejected together” since they all result in the repeal of seat designations for City Council or, in the case of Section 10-4, removing the 40% threshold for prevailing mayoral and council member candidates that could not be applied where voters are selecting more than one candidate to fill an equal number of undesigned seats,

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. The City shall submit the following Proposition No. 1 amending City Charter Sections 2-1 and 10-2 to the qualified City voters at the March 1, 2022 regular City election. The proposition must receive an affirmative vote from a majority of the qualified voters voting on the question to be approved.

Proposition No. 1

**Amendment of City Charter Sections 2-1, 10-2, and 10-4 to Effectuate Non-Designated
Council Seats for City Council Members, Clarify that Council Members and the Mayor Serve
Three-Year Terms of Office, and Remove 40% Vote Threshold for Prevailing Mayoral and City
Council Candidates**

Should Cordova City Charter Sections 2-1, 10-2, and 10-4 be amended to read as follows (deletions are ~~stricken through~~; new text is **bold and underlined**):

Section 2-1.- Mayor and City Council: Number and qualifications, ~~designated~~ non-designated council seats.

There shall be a city council of seven members, ~~each of whom shall be elected to a designated seat (Seats A through G).~~ There shall be a mayor, who shall not be a member of the council. Only qualified voters of the city who, at the time of their election or appointment to fill a vacancy, are at least eighteen years old and have resided within the city at least one year, shall be qualified for the offices of mayor and council member. During their terms of office, and for a period of one year thereafter, neither the mayor nor a council member may hold any compensated position in the city government, except that of volunteer fireman. The mayor or any council member who is no longer a resident of the city shall cease to hold office.

Section 10-2.- Three-year terms—Election at large—Nonpartisan elections.

~~At the regular election in 1995, a mayor and three council members (Seats A, B and C) shall be elected.~~

~~The person elected to Seat A in 1995 shall serve for a two year term. Other than the council member elected to Seat A in 1995, all council members shall be elected to serve three year terms. The mayor shall be elected to serve a two year term. At the regular election in 1996, and every three years thereafter, two council members will be elected (Seats D and E). At the regular election in 1997, and every three years thereafter, three council members (Seats F, G and A) will be elected.~~ **The term of each Council member shall be three years and shall continue until a successor has been elected and qualified. The term of the mayor shall be three years and shall continue until a successor has been elected and qualified.**

If there are any council member seats vacant after an election year (because of failure of candidates to file or qualify or for other cause), then a drawing shall be held at a council meeting under its direction to determine which of the ~~two or three~~ council members whose terms are about to expire shall continue to serve. If there is only one council member whose term is about to expire, and who has not been re-elected, that member shall continue to serve in such case.

The term of office for the mayor and council members shall begin on the first day after the council certifies the election results. If the mayor-elect or a council member-elect fails to qualify within 30 days after the beginning of a term of office, the election of the mayor or council member shall be void. No person who has been elected mayor or council member, as the case may be, for two consecutive terms shall again be eligible to hold that office, until the regular election in the year following the year in which that person's second consecutive term expired. A council member who has served two consecutive terms will not be placed on the ballot for any seat on the council until the regular election in the year following the year in which their second term expires. ~~This limitation shall not apply to the mayor or council members in office at the time this charter is approved until after their current term of office has expired.~~

~~The mayor and council members shall be elected at large, by the greatest number of votes cast, and not less than forty (40) percent of the votes, and~~ **V**otes shall be cast by secret ballot. The election shall be non-partisan, and no party designation or emblem shall be placed on the ballot.

Section 10-4. - Voting—Who elected.

Every qualified voter of the city shall be entitled to vote for one candidate for mayor and for one candidate for each council seat. ~~On the ballots between the title of the office or council seat and the names of the candidates, shall be printed the instruction "Vote for one."~~ A voter may also write in the name of, and vote for, a person whose name does not appear on the ballot. The candidates receiving the greatest number of votes cast, ~~and not less than forty (40) percent of the total votes cast~~ for the office of mayor or for a council seat, as the case may be, shall be elected. If no candidate for the office of mayor or for a council seat, as the case may be, receives the greatest number of votes cast, and not less than forty (40) percent of the votes cast for the office or seat, a runoff election shall be held within three weeks after the date of certification of the election for which the runoff election is required, and notice of the runoff election shall be published at least twenty (20) days before the runoff election date. The runoff election shall be between two candidates receiving the highest and next highest number of votes for the office or council seats, as the case may be. The candidate receiving the greatest number of votes in the runoff election shall be elected. In case of a tie, the election shall be determined fairly by a drawing from among the candidates tying, in a meeting of the council and under its direction.

Section 2. The proposition, both for paper ballots and machine ballots, shall be printed on a ballot and the following words shall be added as appropriate and next to a space provided for marking the ballot for voting by hand or machine:

Proposition No. 1

Yes ☐

No ☐

Section 3. This Resolution shall become effective upon passage and approval. Proposition No. 1 shall become effective upon approval by the majority of qualified voters at a regular or special City election held not less than two months after passage of this resolution.

PASSED AND APPROVED THIS 17th DAY OF NOVEMBER 2021.

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM 13
City Council Meeting Date: 11/17/2021
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood, Public Works Director

DATE: 11/11/21

ITEM: Resolution 11-21-44 ballot language for ADEC clean water loan for the harbor to finance the removal and replacement of creosote pilings with steel pilings in the South Harbor, and install a waste handling system

NEXT STEP: approve resolution 11-21-44

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: The Harbor department is securing funds to ensure that the South harbor rebuild project will be completed. The city has submitted applications for the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for 25 million dollars and the Port Infrastructure Development Program (PIDP) Grant for 40 million dollars. This clean water loan provides an additional funding source that can be used to supplement the Alaska Department of Transportation and Public Facilities Harbor Facility grant (Tier 1) and potential federal awards to ensure sufficient funding for all necessary improvements to return the South Harbor to a state of good repair.

The clean water loan will

1. Remove 137 existing creosote pilings in the South Harbor.
2. Replace the 137 with steel pilings
3. Purchase and install a waste handling system in the South Harbor.

Financing will be accomplished with a Clean Water Loan from the Alaska Department of Environmental Conservation (ADEC) if approved by a vote of the citizens.

II. RECOMMENDED ACTION / NEXT STEP: Approve resolution allowing the ballot language to be placed on the March 1, 2022 Regular Election.

III. FISCAL IMPACTS: The harbor currently has one payment for the boat haul out equipment.

This payment is to the City and is \$18,000 dollars a year and will be paid off in 2031. The harbor will also take on the debt from the recent 5 million harbor bond which provides the City with the required 5 million match for the State Tier 1 grant.

Recently additional revenue streams have been put in place to provide for the bond payment which is estimated at \$370,000 a year. These include a wharfage tax on fuel and a .5% raw fish tax. The harbor has been collecting both revenue sources since 2019 and currently has \$574,000 in savings to supplement payments for bond and clean water loan payments.

The terms of the ADEC loan are 1.5% interest over 30 years. The estimated loan payment is \$80,000 annually. This would make a total of \$468,000 for yearly harbor debt payments. This includes the bond, loan, and the boat haul out payments. With current savings and continued collection of revenue the harbor can support this number.

IV. BACKGROUND INFORMATION: The City has secured the ADOT Tier 1 grant for \$5 million, the voters have approved a \$5 million bond to match the Tier 1 grant, and revenue resources for repayment have been secured. Applications have been submitted to RAISE federal grant for the past three years: we have worked hard to determine what was lacking in the previous grant applications and feel we have addressed all the deficiencies that were described during our debrief with the RAISE committee and feel confident in our application. This year we also submitted a grant application for the PIDP grant.

Creosote and a lack of a proper sewage handling system are environmental concerns. Removing and replacing 137 creosote pilings with steel pilings removes an existing source of pollution from the harbor waters. Currently vessel owners must pull their boats to dump sewage and gray water. The installation of a marine sewage pump station would provide the opportunity for approximately 500 vessels to easily dispose of their sewage and gray water, and help ensure that vessels do not illegally dump their waste into the harbor

The clean water loan will supplement the ADOT State grant award and the potential Federal grants awards. City Charter Section 6-1: The City may incur general obligation debt only when authorized by Council and ratified by a majority of the voters of the City voting on the question. We are placing this on the ballot so that we can access this funding to supplement other grants if needed. Given the volatility of commodity prices due to Covid-19, this clean-water fund loan provides an additional funding source to cover increased contingency costs and ensure that the City of Cordova possesses sufficient funds to complete the entirety of the project and return the South Harbor to a state of good repair for the next forty years.

V. LEGAL ISSUES: None.

VI. SUMMARY AND ALTERNATIVES: Council could choose not to put the language on the ballot. This would decrease funding for the South Harbor Rebuild and may reduce the scope of work. Not replacing the creosote pilings as part of a South Harbor rebuild will likely result in larger total construction and maintenance costs over the lifespan of a rebuilt South Harbor.

**CITY OF CORDOVA, ALASKA
RESOLUTION 11-21-44**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY OF CORDOVA TO ISSUE GENERAL OBLIGATION DEBT,
CONSISTING OF A LOAN FROM THE ALASKA DEPARTMENT OF ENVIRONMENTAL
CONSERVATION, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,000,000 TO
FINANCE THE REMOVAL AND REPLACEMENT OF THE CREOSOTE PILINGS WITH
STEEL PILINGS AND THE INSTALLATION OF A WASTE HANDLING SYSTEM, AND
SUBMITTING THE QUESTION OF THE ISSUANCE OF SUCH DEBT TO THE QUALIFIED
VOTERS OF THE CITY AT THE MARCH 1, 2022 REGULAR CITY ELECTION**

WHEREAS, the City of Cordova, Alaska (the “City”) is a home rule city and under Section 11 of Article X of the Alaska Constitution may exercise all legislative power not prohibited by law; and

WHEREAS, under the provisions of City Charter Section 6-1, the City may incur general obligation debt only when authorized by Council and ratified by a majority of the voters of the City voting on the question; and

WHEREAS, the City has been awarded the Alaska Department of Transportation and Public Facilities Harbor Facility grant in the amount of 5 Million Dollars, which the City will match; and

WHEREAS, the City has submitted applications for the Rebuilding American Infrastructure with Sustainability (RAISE) grant for 25 Million Dollars and the Port Infrastructure Deployment (PID) grant for 40 Million Dollars; and

WHEREAS, the DEC Clean Water Loan would finance the removal and replacement of the almost 40-year-old creosote pilings with steel pilings and the installation of a waste handling system and will supplement the ADOT State grant award and the potential Federal grants awards; and

WHEREAS, currently there is no existing waste handling system on the harbor docks and providing an easily accessed system will encourage proper disposal of gray water and sewage; and

WHEREAS, replacing the existing creosote pilings with steel pilings, which are structurally superior pilings to creosote, eliminates creosote environmental concerns, and ensures any rebuilt South Harbor system will have the maximum possible lifespan; and

WHEREAS, DEC has offered the City a loan of 2 Million Dollars to replace 137 creosote pilings in the south harbor and to install a waste handling system this funding; and

WHEREAS, this funding will supplement State of Alaska awards and potential federal grant awards; and

WHEREAS, DEC offers loans at favorable interest rates (currently 1.5%) for up to 30 years to assist communities in complying with environmental regulations; and

WHEREAS, it is necessary and in the best interest of the City and its residents that the City authorize the issuance of general obligation debt for the purposes described in this Resolution.

NOW, THEREFORE, BE IT RESOLVED THAT:

Section 1. It is hereby determined to be for a public purpose and in the public interest of the City to incur general obligation indebtedness in an amount not to exceed Two Million Dollars (\$2,000,000) to remove and replace the existing creosote pilings in the harbor and install a waste handling system.

Section 2. The City is authorized to borrow the sum of not to exceed Two Million Dollars (\$2,000,000) for the reasons described in Section 1, and the borrowing shall be evidenced by the issuance of general obligation debt of the City. The full faith and credit of the City are pledged for payment of the principal of and interest on the debt.

Section 3. The City shall submit the following proposition to the qualified voters of the City at the March 1, 2022 Regular City election. The proposition must receive an affirmative vote from a majority of the qualified voters voting on the question to be approved.

**Proposition No. 2
General Obligation Debt South Harbor Piling Replacement and
Waste Handling Station Installation**

May the City of Cordova borrow up to \$2,000,000 (Two Million Dollars) from the State of Alaska Department of Environmental Conservation (DEC) for the removal and replacement of the creosote pilings with steel pilings and to install a waste handling system in the Cordova South Harbor?

Section 4. The proposition, both for paper ballots and machine ballots, shall be printed on a ballot which may set forth other propositions, including other bond propositions, and the following words shall be added as appropriate and next to a space provided for marking the ballot for voting by hand or machine:

Proposition No. 2

Yes ☐

No ☐

Section 5. Sections 1 and 2 of this Resolution shall become effective only if the proposition described in Section 3 is approved by a majority of the qualified voters voting on the proposition at the March 2, 2021 regular City election. The remaining sections of this Resolution shall become effective upon passage and approval.

PASSED AND APPROVED THIS 17th DAY OF NOVEMBER 2021.

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Pending Agenda (PA) Primer

What is Pending Agenda?

A list of topics that Council wants to explore in the future (these are Pending, for an Agenda).

These topics might be worthy of an agenda item at a regular/special meeting (if there is a specific action being requested).

These topics might be worthy of a work session when Council can discuss at more length and come to a consensus about direction to staff to bring an action back.

How do you get something ON Pending Agenda?

During PA, a Council member can suggest a topic to add to PA. At that time, a second Council member, the Mayor or the City Manager can act as the second who agrees to add the item to the Pending Agenda List.

How do you get something OFF Pending Agenda?

During PA, a Council member can mention a topic that is on the list of topics and name a **specific date** to hear the item, either as an action item on a regular/special meeting or as a discussion item for a work session. If this occurs, a second member is still required, and the member(s) should clearly articulate the action intended or the specific topic for discussion and set a specific date.

Quarterly, we will go through all the items listed on PA and purge the ones that no longer seem practical or that have been handled already.

What is NOT appropriate for Pending Agenda?

Sometimes items are considered for PA but are more appropriately tasks for the Clerk or Manager. These items might warrant Council action in the future, and if so, will be brought back when that is necessary. A consensus of the entire body is required to task the Manager or Clerk with something specific.

The PA part of the meeting sometimes becomes a more detailed discussion of an item being proposed. Council should refrain from the extraneous discussion of a topic at this time and instead clearly state the item, get agreement of a second, and it will be added to the list. Obviously, sometimes a short discussion is required in order to articulate the detail of what is being added.



City Council of the City of Cordova, Alaska

Pending Agenda November 17, 2021 Regular Council Meeting

A.	Future agenda items - topics put on PA with no specific date for inclusion on an agenda	initially put on or revisited
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- | | |
|---|-----------|
| 1) Plan/schedule for departmental site visits/work sessions – summer 2021. | 3/17/2021 |
| 2) Ordinance change (Title 4) before a new CBA gets negotiated - so Council has a role in approval process | 2/17/2021 |
| 3) Public Safety Resources - discussion | 1/20/2021 |
| 4) City addressing - ongoing project summer/fall 2021 | 11/4/2020 |
| 5) City Manager authority re: purchases/contracts and whether budgeted/unbudgeted - new finance director | 2/19/2020 |
| 6) Council discussion/direction to Planning and Zoning Commission re sale of City owned residential lots | 11/3/2021 |
| 7) Council discussion about incentives for investment in Cordova | 11/3/2021 |

B.	Resolutions, Ordinances, other items that have been referred to staff	date referred
-----------	--	---------------

- | | |
|---|------------|
| 1) Res 06-21-29 mobile restaurant (picnic basket) referred for more detailed information | 6/2/2021 |
| 2) Ord 1196 amending bdgt, \$100K from PF for Impound Lot, referred at 2nd read until there is a 1Q financial update | 5/5/2021 |
| 3) Res 03-21-13 support for snow avalanche and landslide hazards assessment | 3/17/2021 |
| 4) Disposal of ASLS 79-258 - motion to put out for proposals was referred to staff after an e.s. | 9/16/2020 |
| 5) Res 05-20-18 re CCMC sale committee | 5/6/2020 |
| 6) Res 10-19-42 approving contract for federal lobbyist | 10/2/2019 |
| 7) Res 12-18-36 re E-911, will be back when a plan has been made | 12/19/2018 |

C.	Upcoming Meetings, agenda items and/or events: with specific dates
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- 1) Capital Priorities List Resolution (05-20-17) is in each packet - if 2 council members want to revisit the resolution they should mention that at Pending Agenda and it can be included in the next packet for action
- 2) Staff quarterly reports will be in the following packets:

1/19/2022	4/20/2022	7/20/2022	10/19/2022
------------------	------------------	------------------	-------------------
- 3) Joint City Council and School Board Meetings - twice per year, April & October
 6pm @ CC before Council mtg **4/20/2022** 6pm @ CHS before Sch Bd mtg **Oct. or Nov. 2022**
- 4) Clerk's evaluation - each year in **Feb** or **Mar** (before Council changeover after election) - next **Feb 2022**
- 5) Manager's evaluation - each year in **Jan** - next one **Jan 2022**
- 6) Budget Work Session **6pm 12/1/21**

D.	Council adds items to Pending Agenda in this way:
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item for action	tasking which staff: Manager/Clerk?	proposed date
1) ...		
2) ...		
3) ...		

Mayor Koplin or the City Manager can either agree to such an item and that will automatically place it on an agenda, or a second Council member can concur with the sponsoring Council member.



City Council of the City of Cordova, Alaska

Pending Agenda November 17, 2021 Regular Council Meeting

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

- 1) Fisheries Advisory Committee:**
 - re-auth res 01-20-04 approved Jan 15, 2020
 - auth res 04-03-45 approved Apr 16, 2003

1-John Williams (fisheries educ/Mar Adv Prgm)	2-Jeremy Botz (ADF&G)	
3-vacant (processor rep)	4-Jim Holley (marine transportation/AML)	
5-Chelsea Haisman (fish union/CDFU)	6-Tommy Sheridan (aquaculture)	

- 2) Cordova Trails Committee:**
 - re-auth res 11-18-29 app 11/7/18
 - auth res 11-09-65 app 12/2/09

1-Elizabeth Senear	2-Toni Godes	
3-Dave Zastrow	4-Ryan Schuetze	
5-Wendy Ranney	6-Michelle Hahn	

- 3) Fisheries Development Committee:**
 - authorizing resolution 12-16-43
 - reauthorization via Res 11-19-51
 - approved 11/20/2019

1-Warren Chappell	2-Andy Craig	3-Bobby Linville
4-Gus Linville	5-vacant	6-Bob Smith
7- Ron Blake	8- John Whissel	

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

- 1) Prince William Sound Regional Citizens Advisory Council**

Robert Beedle	re-appointed March 2020	2 year term until March 2022
	re-appointed June 2018	
	re-appointed March 2016	
	re-appointed March 2014	
	appointed April 2013	

- 2) Prince William Sound Aquaculture Corporation Board of Directors**

Tom Bailer	re-appointed October 2021	3 year term until Sept 2024
	re-appointed October 2018	
	appointed February 2017-filled a vacancy	

- 3) Southeast Conference AMHS Reform Project Steering Committee**

Mike Anderson	appointed April 2016	until completion of project
Sylvia Lange	alternate	

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-20-17**

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

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

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

1. Port and Harbor Renovations
 - a. South Harbor replacement (G, H & J floats priority)
 - b. Harbor basin expansion
 - c. General upgrades (north harbor sidewalks, waste oil building, harbor crane)
2. Upgrade Community Water Supply
3. Large Vessel Maintenance Facility
 - a. Shipyard building
 - b. Shipyard expansion and improvements
4. Public Safety Building
5. Road Improvements / ADA Sidewalk Improvements
 - a. Second Street
 - b. 6th & 7th Streets sidewalk/drainage project
 - c. Ferry terminal sidewalk
 - d. General street and sidewalk improvements

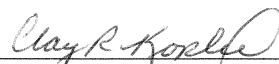
and;

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


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

PASSED AND APPROVED THIS 6th DAY OF MAY 2020




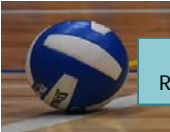

Clay R. Koplin, Mayor

ATTEST:


Susan Bourgeois, CMC, City Clerk

November 2021

CALENDAR MONTH **NOVEMBER**
 CALENDAR YEAR **2021**
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 Redistricting Board Public Hearing 4-6pm CCAB	2	3 6:00 Budget WorkSession with 7:00 Council reg mtg CCAB	4	5	6 GUYS AND DOLLS Stage of the Tide performance
7 	8	9 6:30 P&Z CCAB	10 6:00 jt wksn w-sch bd HSL 7:00 Council bdgt wksn location CCAB 6:00 Harbor Cms CCM 7:00 Sch Bd HSL	11 Veteran's Day Holiday City Offices closed	12	13
14	15	16	17 5:30 CTC Board Meeting 7:00 Council reg mtg CCAB	18  CHS VBall Regionals @ tbd	19	20
21	22	23	24 6:00 CEC Board Meeting	25 6:00 CCMCAB HCR	26 Thanksgiving Holiday City Offices closed CSD Thanksgiving Holiday	27
28	29 Board of Fish at Cordova Center Nov 29 - Dec 7	30 6:00 P&R CCM	1	2	3	4
5	6	Notes				

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

CCA-Community Rm A
 CCB-Community Rm B
 CCM-Mayor's Conf Rm
 CCE-Education Room

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

Cncl - 1st & 3rd Wed
 P&Z - 2nd Tues
 SchBd, Hrb Cms - 2nd Wed
 CTC - 3rd Wed
 P&R - last Tues
 CEC - 4th Wed
 CCMCA Bd - last Thurs

December 2021

CALENDAR MONTH **DECEMBER**
 CALENDAR YEAR **2021**
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3	4
			Board of Fish at Cordova Center Nov 29 - Dec 7			
			6:00 Budget WorkSession 7:00 Council reg mtg CCAB			
5	6		8	9	10	11
	Board of Fish at Cordova Center Nov 29 - Dec 7					
12	13	14	15	16	17	18
			6:30 Budget & Fee Sched Public Hearing 7:00 Council reg mtg CCAB		CSD End 2nd Quarter	
		6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL			
19	20	21	22	23	24	25
			6:00 CEC Board Meeting 5:30 CTC Board Meeting		Holiday City Offices closed	
	CSD Winter Vacation Dec 20 - Jan 3			CSD Winter Vacation Dec 20 - Jan 3		
26	27	28	29	30	31	1
			CSD Winter Vacation Dec 20 - Jan 3			
		6:00 P&R CCM		6:00 CCMCAB HCR	New Year Holiday City Offices closed	Happy New Year
2	3					

Notes

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

CCA-Community Rm A
 CCB-Community Rm B
 CCM-Mayor's Conf Rm
 CCE-Education Room

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

Cncl - 1st & 3rd Wed
 P&Z - 2nd Tues
 SchBd, Hrb Cms - 2nd Wed
 CTC - 3rd Wed
 P&R - last Tues
 CEC - 4th Wed
 CCMCA Bd - last Thurs

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

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
Mayor:	Clay Koplin	Mar 1, 2016 Mar 5, 2019	March-22
3 years	Mayor@cityofcordova.net		
Council members:			
Seat A:	Tom Bailer	March 5, 2019	March-22
3 years	CouncilSeatA@cityofcordova.net		
Seat B:	Cathy Sherman, Vice Mayor	March 3, 2020	March-23
3 years	CouncilSeatB@cityofcordova.net		
Seat C:	Jeff Guard	Mar 5, 2017 Mar 3, 2020	March-23
3 years	CouncilSeatC@cityofcordova.net		
Seat D:	Melina Meyer	March 2, 2021 March 6, 2018	March-24
3 years	CouncilSeatD@cityofcordova.net		
Seat E:	Anne Schaefer	March 2, 2021 March 6, 2018 December 6, 2017	March-24
3 years	CouncilSeatE@cityofcordova.net		
Seat F:	David Allison	March 5, 2019 March 1, 2016	March-22
3 years	CouncilSeatF@cityofcordova.net		
Seat G:	David Glasen	March 5, 2019	March-22
3 years	CouncilSeatG@cityofcordova.net		

elected by cncl

Cordova School District School Board - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, President	Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-22
	bjewell@cordovasd.org		
3 years	Henk Kruithof	March 2, 2021	March-24
	hkruithof@cordovasd.org		
3 years	Tammy Altermott	Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-22
	taltermott@cordovasd.org		
3 years	Peter Hoepfner	Mar 7, 2006, Mar 3, 2009, Mar 6, 2012, Mar 3, 2015, Mar 6, 2018, Mar 2, 2021	March-24
	phoepfner@cordovasd.org		
3 years	Sheryl Glasen	Mar 4, 2014, Mar 7, 2017, Mar 3, 2020	March-23
	saglasen@cordovasd.org		

seat up for re-election in 2022

vacant

board/commission chair

seat up for re-appt in Nov 21

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

CCMC Authority - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	Linnea Ronnegard, Chair CCMCBoardSeatC@cdvcmc.com	Mar 6, 2018, Mar 2, 2021	March-24
3 years	Greg Meyer CCMCBoardSeatA@cdvcmc.com	Jul 19, 2018, Mar 5, 2019	March-22
3 years	Janice Warga CCMCBoardSeatB@cdvcmc.com	elected by bd Mar '21	March-22
3 years	Liz Senear CCMCBoardSeatD@cdvcmc.com	March 2, 2021	March-24
3 years	Kelsey Appleton Hayden CCMCBoardSeatE@cdvcmc.com	March 3, 2020	March-23

Library Board - Appointed

length of term		Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair	Nov '06, '10, '13, '16 & '19	November-22
3 years	Wendy Ranney	Apr '13, Nov '15, Nov '18	November-21
3 years	Sherman Powell	June '18, Feb '20	November-22
3 years	Arisa Pearson	December-20	November-23
3 years	Krysta Williams	Feb '18, Dec '20	November-23

Planning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Nancy Bird, Chair	Nov '16, '19	November-22
3 years	Mark Hall, Vice Chair	Nov '19	November-22
3 years	Sarah Trumblee	Dec '20	November-23
3 years	John Baenen	Dec '12, Dec '15, Nov '18	November-21
3 years	Tom McGann	Feb '21	November-23
3 years	Chris Bolin	Sep '17, Nov '18	November-21
3 years	Trae Lohse	Nov '18, Dec '20	November-23

seat up for re-appt in Nov 21

seat up for re-election in 2022

vacant

board/commission chair

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

Harbor Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Mike Babic	Nov '17, Dec '20	November-23
3 years	Andy Craig	Nov '16, '19	November-22
3 years	Max Wiese	Mar '11, Jan '14, Nov '17, Dec '20	November-23
3 years	Ken Jones	Feb '13, Nov '16, Nov '19	November-22
3 years	Jacob Betts, Chair	Nov '15, '18	November-21

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney, Chair	Aug '14, Nov '15, Nov '18	November-21
3 years	Henk Kruithof	Nov '19	November-22
3 years	Ryan Schuetze	Aug '18	November-21
3 years	Kirsti Jurica	Nov '18	November-21
3 years	Marvin VanDenBroek	Feb '14, Nov '16, Nov '19	November-22
3 years	Karen Hallquist	Nov '13, '16, '19	November-22
3 years	Dave Zastrow	Sept '14, Feb '15, Nov '17, Dec '20	November-23

Historic Preservation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Cathy Sherman, Chair	Aug '16, Nov '19	November-22
3 years	Heather Hall	Aug '16, Feb '20	November-22
3 years	Sylvia Lange	Nov '19	November-22
3 years	John Wachtel	Aug '16, Nov '18	November-21
3 years	Wendy Ranney	Nov '18	November-21
3 years	Nancy Bird	Nov '17, Nov '18	November-21
3 years	Jim Casement	Nov '17, Dec '20	November-23

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board/commission chair

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vacant