

**Mayor**

*David Allison*

**Council Members**

*Tom Bailer*

*Cathy Sherman*

*Jeff Guard*

*Melina Meyer*

*Anne Schaefer*

*Kristin Carpenter*

*Ken Jones*

**City Manager**

*Helen Howarth*

**City Clerk**

*Susan Bourgeois*

**Deputy Clerk**

*Tina Hammer*

**Student Council**

*Mhikee Gasmen*

**Regular City Council Meeting  
October 19, 2022 @ 7:00 pm  
Cordova Center Comm Rooms  
Agenda**

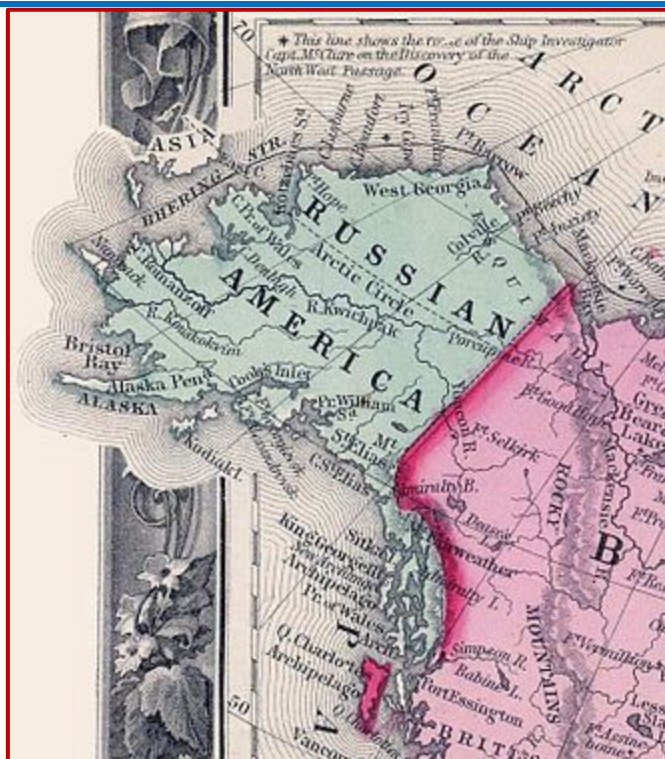
**A. Call to order**

**B. Invocation, pledge of allegiance**

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

**C. Roll call**

Mayor David Allison, Council members Tom Bailer, Cathy Sherman, Jeff Guard, Melina Meyer, Anne Schaefer, Kristin Carpenter, and Ken Jones



**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 Speaker
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions **(CCMCA BoD, School Board Rep)**
  - a. Highlights of the September 2022 PWSRCAC Board Meeting..... **(page 1)**
4. Student Council Report

**G. Approval of Consent Calendar**

5. Resolution 10-22-28..... **(page 4)**

A resolution of the Council of the City of Cordova, Alaska, supporting full funding (\$8,236,815) for the State of Alaska Municipal Harbor Facility Grant Program in the FY2024 State Capital Budget
6. Resolution 10-22-29..... **(page 7)**

A resolution of the Council of the City of Cordova, Alaska, authorizing the conveyance of an approximately 4,400 square foot portion of ATS 220 to Jeffery H. Guard and Dorne Hawxhurst
7. Minutes of the October 5, 2022 Regular Council Meeting..... **(page 29)**
8. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of **Mayor Allison** from the October 5, 2022 Regular Meeting

**H. Approval of Minutes - in consent calendar**

**I. Consideration of Bids/Proposals/Contracts - none**

## **J. Reports of Officers**

### **9. Mayor's Report**

- 10. City Manager's Report**..... (page 33)
- a. September 30, 2022 Financial Report..... (page 34)
  - b. South Harbor Rebuild update

### **11. City Clerk's Report**

### **12. Staff Quarterly Reports**

- a. Museum and Cordova Center, 3Q 2022, *Museum Director Mimi Briggs*..... (page 36)
- b. Cordova Public Library, 3Q 2022, *Library Director Debbie Carlson*..... (page 45)
- c. Cordova Volunteer Fire Department, 3Q 2022, *Fire Marshal Paul Trumblee*..... (page 52)
- d. Cordova Harbor and Port, 3Q 2022, *Harbormaster Tony Schinella*..... (page 56)

## **K. Correspondence**..... (see primer for description page 58)

- 13. 09-30-22 Cordova 2022 FVD letter from Office of State Assessor**..... (page 59)

- 14. 10-10-22 AK State HMP Update 2023 Public Flyer**..... (page 60)

## **L. Ordinances and Resolutions – in consent calendar**

## **M. Unfinished Business**

## **N. New & Miscellaneous Business**

- 15. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists**..... (page 61)

## **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**

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

# Highlights from the September 2022 Board of Directors Meeting

The Prince William Sound Regional Citizens' Advisory Council held a meeting on September 22 and 23, 2022. The following is a synopsis of actions and discussions that took place at that meeting. This report is not all inclusive.



## Updated: Council dispersant use position

The Board updated its 2006 position on the use of chemical dispersants in the waters of Prince William Sound and the Exxon Valdez oil spill affected region following review of the latest scientific research and dispersants application guidelines for the region. The evidence-based position still opposes the use of chemical dispersants in the region and adds additional rationale.

Prior to the Board meeting, Council staff worked with Nuka Research & Planning Group to develop a 4-part series of workshops for Board members to understand the science of how chemical dispersants work; how decision-makers evaluate whether to use dispersants; the tradeoffs of using, or not using, dispersants. Nuka facilitated the workshops, with technical expertise provided by Dr. Merv Fingas and Gary Shigenaka, and produced a report that contains the updated position and a summary of the process behind developing the update. The Scientific Advisory Committee contributed to the final review of the position.

The updated position and Nuka's report is on our website: [www.tinyurl.com/DispersantsPosition2022](http://www.tinyurl.com/DispersantsPosition2022).

The next phase of this project, expected to come before the Board in January 2023, will include a summary of resources and links to science that supports the position.

## Damage to storage tank venting system

Contractor Bill Mott of Taku Engineering joined staff member Austin Love to give a report on damage to the venting system on the crude oil storage tanks at the Valdez Marine Terminal. Snow loads during this past winter caused the damage, resulting in a release of hydrocarbon vapors and substantial safety risks. Klint VanWingerden from Alyeska joined Mott and Love, and the three discussed how Alyeska and state and federal regulators are investigating the incident, as well as how Alyeska plans to repair the vents and prevent a reoccurrence of such an event.

## Communications with Alyeska

Betsy Haines, the Interim President of Alyeska joined the Board on Friday to introduce herself. Haines recently came out of retirement to head the company while a new permanent replacement for former Interim President Danika Yeager is found.

## Conversation with legislators Stevens and Stutes

Senator Gary Stevens and Representative Louise Stutes joined the meeting to talk to the Board about how the legislature can help prevent spills and ensure Alaska remains prepared to respond if an oil spill happens. Senator Stevens and Representative Stutes represent a large portion of Prince William Sound and the EVOS impacted region.

## Tank 8 floor & cathodic protection system design review

**Report accepted:** The Council accepted a report by Taku Engineering, who reviewed the design of a new floor and cathodic protection system that Alyeska plans to install on one of the oil storage tanks in 2023.

Taku found that the cathodic protection system (helps prevent corrosion) design is generally reasonable and aligns with standard industry practices. Taku did note a few potential improvements to the cathodic protection system and other tank components within the design that would further decrease the chance of an oil spill.

All findings and recommendations are available in the report on our website:

[www.tinyurl.com/Tank8PWS](http://www.tinyurl.com/Tank8PWS) (PDF 2.4 MB)

## Evaluation of Peer Listener Program

**Report accepted:** The Council accepted a report by Purpose Driven Consulting, who reviewed the Council's Peer Listener Program. The fields of peer-to-peer support and community resilience have evolved since the material was originally created in the mid-1990s after the Exxon Valdez oil spill. The contractor reviewed similar programs and compared them what the Council has developed, last updated in 2004. The resulting report provided recommendations for a potential future update to the Council's program.

Read the final report on our website: [www.tinyurl.com/EvaluatePeerListener](http://www.tinyurl.com/EvaluatePeerListener) (PDF 0.9 MB)

## Video created to share results from messenger line field trials

**Video accepted:** The Council accepted a video created by OnPoint Outreach on field trials of messenger line throwing devices identified as being best available technology for passing a messenger line from a vessel of opportunity to a disabled vessel. The devices tested were identified in a study previously sponsored by the Council in 2021. The video documents the results of the trials and will be shared with industry, regulators, and other maritime contacts. It is available on the Council's YouTube channel:

[www.tinyurl.com/LineThrowingTrials](http://www.tinyurl.com/LineThrowingTrials)

## Survey of out-of-region oil spill response equipment

**Report accepted:** The Council accepted a report by Nuka Research & Planning Group and Nielson Koch & Grannis, who were contracted to analyze the amount and availability of oil spill response equipment that could be brought into Prince William Sound in case of a large oil spill. They found that boom and skimmers are readily available, however storage for recovered oil could be limited during a large spill.

Read the final report on our website: [www.tinyurl.com/OORsurvey](http://www.tinyurl.com/OORsurvey) (PDF 0.8 MB)

## Genetic analysis of zooplankton

**Report accepted:** The Council accepted a report by Dr. Katrina Lohan of the Smithsonian Environmental Research Center and Dr. Jon Geller of Moss Landing Marine Laboratory, who conducted a genetic analysis of zooplankton in Prince William Sound. Lohan and Geller sought to understand how zooplankton communities varied between locations and through time. This information will help improve the Council's monitoring program for marine invasive species.

Read the final report on our website: [www.tinyurl.com/ZooplanktonGenetics](http://www.tinyurl.com/ZooplanktonGenetics) (PDF 1.1 MB)

## Survey of marine birds in winter

**Report accepted:** The Council accepted a report by Anne Schaefer and Dr. Mary Anne Bishop of the Prince William Sound Science Center. Schaefer and Bishop completed the second of three Council-sponsored winter-time surveys of marine birds in and around the tanker escort zones of Prince William Sound. This work will help the Council understand local bird populations and habitats, the risks posed from an oil spill, and where special monitoring or protection is needed. Additionally, these surveys provide baseline monitoring information that can be used to understand the environmental impacts of terminal and tanker operations on marine bird species.

Read the report on our website: [www.tinyurl.com/WinterBirds2022](http://www.tinyurl.com/WinterBirds2022) (PDF 3.3 MB)

## Council business

- The Board accepted the financial audit and audit report for fiscal year 2022.
- The Board approved two new contracts for upcoming projects:
  - Miscommunication in Maritime Contexts
  - ADF&G Subsistence Harvest Surveys

## Project updates

Updates on all current projects: [www.tinyurl.com/ProjectsSeptember2022](http://www.tinyurl.com/ProjectsSeptember2022) (PDF 0.5 MB)

## Questions? More information? Contact us:

Any questions or requests for further information can be directed to:

Amanda Johnson: [amanda.johnson@pwsrccac.org](mailto:amanda.johnson@pwsrccac.org) or Jennifer Fleming: [fleming@pwsrccac.org](mailto:fleming@pwsrccac.org)

Board meeting are routinely recorded. Excerpts of the audio and/or video of agenda items can be made available upon request.

## Susan Bourgeois

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**From:** Tony Schinella  
**Sent:** Thursday, October 6, 2022 1:27 PM  
**To:** Helen Howarth; Susan Bourgeois  
**Cc:** Tina Hammer  
**Subject:** 2024 Harbor Grant Full Funding  
**Attachments:** 2024 Harbor Grant Full Funding .docx

Afternoon Helen/Tina,

I have attached a draft resolution in support of the 2024 State of Alaska's municipal harbor facility grant program, for councils approval to urge the state to fund the program.  
Could we get this on the next council meeting?  
Thank you

Tony Schinella  
Harbormaster  
Cordova Port & Harbor  
PO Box 1210, 114 Nicholoff Way  
Cordova, Alaska 99574  
Phone: 907-424-6400  
Fax: 907-424-6446  
Email: [harbor@cityofcordova.net](mailto:harbor@cityofcordova.net)



**CITY OF CORDOVA, ALASKA  
RESOLUTION 10-22-28**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA SUPPORTING  
FULL FUNDING (\$8,236,815) FOR THE STATE OF ALASKA MUNICIPAL HARBOR  
FACILITY GRANT PROGRAM IN THE FY2024 STATE CAPITAL BUDGET**

**WHEREAS**, the majority of the public boat harbors in Alaska were constructed by the State during the 1960s and 1970s; and

**WHEREAS**, these harbor facilities represent critical transportation links and are the transportation hubs for waterfront commerce and economic development in Alaskan coastal communities; and

**WHEREAS**, the harbor facilities in Alaska are ports of refuge for ocean going vessels, and serve as essential transportation hubs to coastal Alaskan communities for supplies, trade in goods and services and connections to the world market for our exports and imports; and

**WHEREAS**, the State of Alaska over the past nearly 30 years has transferred ownership of most of these State-owned harbors, many of which were at or near the end of their service life at the time of transfer, to local municipalities; and

**WHEREAS**, the municipalities took over this important responsibility even though they knew that these same harbor facilities were in poor condition at the time of transfer due to the state's failure to keep up with deferred maintenance; and

**WHEREAS**, consequently, when local municipal harbormasters formulated their annual harbor facility budgets, they inherited a major financial burden that their local municipal governments could not afford; and

**WHEREAS**, in response to this financial burden, the Governor and the Alaska Legislature passed legislation in 2006, supported by the Alaska Association of Harbormasters and Port Administrators, to create the Municipal Harbor Facility Grant program (AS 29.60.800); and

**WHEREAS**, the Department of Transportation and Public Facilities utilizes a beneficial administrative process to review, score and rank applicants to the Municipal Harbor Facility Grant Program, since state funds may be limited; and

**WHEREAS**, for each harbor facility grant application, these municipalities have committed to invest 100% of the design and permitting costs and 50% of the construction cost; and

**WHEREAS**, the municipalities of the Sitka, Whittier, and Wrangell/Meyers Chuck have committed to contribute \$8,236,815 in local match funding for FY2024 towards harbor projects of significant importance locally as required in the Harbor Facility Grant Program; and

**WHEREAS**, completion of these harbor facility projects is dependent on the 50% match from the State of Alaska's Municipal Harbor Facility Grant Program; and

**WHEREAS**, during the last fifteen years the Municipal Harbor Facility Grant Program has only been fully funded twice; and

**WHEREAS**, a survey done by the Alaska Municipal League of Alaska's ports and harbors found that from the respondents, the backlog of projects necessary to repair and replace former State-owned harbors has increased to at least \$500,000,000; and

**WHEREAS**, given that Alaska is a maritime state and that our harbors are foundational to both our way of life and the economy of this great State it is in the public's best interest to maintain this critical infrastructure by using State, Local and Federal funds to recapitalize the crucial harbor moorage infrastructure statewide.

**NOW, THEREFORE BE IT RESOLVED THAT** the Council of the City of Cordova, Alaska urges full funding in the amount of \$8,236,815 by the Governor and the Alaska Legislature for the State of Alaska's Municipal Harbor Facility Grant Program in the FY 2024 State Capital Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

**PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF OCTOBER 2022**

\_\_\_\_\_  
David Allison, Mayor

Attest:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk





**AGENDA ITEM # 6**  
**City Council Meeting Date: 10/19/22**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Kevin Johnson, City Planner  
**DATE:** 10/19/22  
**ITEM:** Resolution 10-22-29 Land Disposal Purchase and Sale Agreement for a portion of ATS 220  
**NEXT STEP:** Approve Resolution 10-22-29

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☐ INFORMATION  
☒ RESOLUTION

☐ MOTION  
☐ ORDINANCE

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**I. REQUEST OR ISSUE:** Requested Action: Approve Resolution which approves Purchase and Sale Agreement  
Legal Description: Portion of ATS 220  
Lot Area: Approximate Area = 4,400 SF  
Zoning: Tidelands  
Attachments: Resolution 10-22-29  
Purchase and Sale Agreement

**II. RECOMMENDED ACTION / NEXT STEP:** Staff suggests the following motion:

“I move to approve Resolution 10-22-29.”

**III. FISCAL IMPACTS:** The city would increase revenue from sale of property as well as additional property taxes from the creation of a new lot and dwelling.

**IV. BACKGROUND INFORMATION:** Jeff Guard and Dorne Hawxhurst, submitted a Letter of Interest in July of 2022 requesting to purchase approximately 4,400 square feet of tidelands adjacent to their property located at 902 Cliff Trail. The reason for requesting to purchase the land is so that they would have enough land to meet the lot size requirements to subdivide their existing property into two

lots. This would also allow for them to construct another single-family residence increasing the housing stock within the city.

The Planning Commission passed a motion 4-0 to recommend that the City Council approve the sale of the land. The City Council subsequently passed a motion 7-0 to negotiate a lease with DMI to lease the property for the purpose of constructing a warehouse for their boat repair business.

Staff now asks that the Council passes a resolution approving of the attached lease and allowing for the that lease to be executed by the City Manager.

**7/19/22** – Received a letter of interest from Jeff Guard and Dorne Hawxhurst

**8/18/22** – At the Planning Commission Regular Meeting, the Commission recommended that City Council directly negotiate with Jeff Guard and Dorne Hawxhurst.

From the draft 8/18/22 Planning Commission meeting minutes:

***Letter of Interest for Portion of ATS 220, Odiak Slough***

***M/Bolin S/McGann to recommend to City Council to dispose of a portion of ATS 220 as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with Jeff Guard and Dorne Hawxhurst to purchase the property.***

***Bolin*** said that it makes sense as this promotes housing and getting additional property is a win for the residents and the city ***McGann*** said that since Jeff and Dorne are the only ones with access to that area it make sense to allow them to purchase this if they can improve it.. ***Trumblee*** agreed. ***Hall*** wanted to point of that the area does also abut the State ROW, but due to topography Jeff and Dorne are really the only ones that would be able to utilize it.

***Upon voice vote, motion passed 4-0.***

***Yea: McGann, Bolin, Hall, Trumblee***

***Absent: Bird, Lohse, Harrison***

**9/7/21** – At the City Council Regular Meeting, Council chose to dispose of the property by directly negotiating a Purchase and Sale Agreement with Jeff Guard and Dorne Hawxhurst.

From the approved 9/7/22 City Council meeting minutes:

***Council action on Disposal and Method of Disposal for a portion of ATS 220***

***M/Jones S/Sherman to dispose of the requested portion of ATS 220, Odiak Slough as outlined in Cordova Municipal Code 5.22.060 B by, 1. Negotiating an agreement with Dorne Hawxhurst and Jeff Guard to lease or purchase the property.***

***Jones*** said this makes sense – adding a house in Cordova is a great use of the mud flat; this is a slam dunk – let's grow the taxable pie. ***Sherman*** said it does make sense and considering the topography of the area – even though in the past we have tried to be consistent with putting land out for proposals as much as possible but this is a case - they are the only ones who can legally access the land. ***Bailer*** said he is totally in favor

*and echoes those comments. **Schaefer, Carpenter, Meyer** – all agreed.*

*Vote on the motion: 6 yeas, 0 nays, 1 conflicted (Guard). Motion was approved.*

**V. LEGAL ISSUES:** The lease has been reviewed by the City’s legal counsel and has been giving the okay.

**VI. SUMMARY AND ALTERNATIVES:** City Council could choose to not approve the purchase and agreement as presented, direct staff to amend the lease agreement, or choose not to lease the property at all.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 10-22-29**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CONVEYANCE OF AN APPROXIMATELY 4,400 SQUARE  
FOOT PORTION OF ATS 220 TO JEFFERY H. GUARD AND DORNE HAWXHURST**

**WHEREAS**, Jeffery H. Guard and Dorne Hawxhurst submitted a letter of interest to purchase an approximately 4,400 square foot portion of ATS 220 (“Property”) from the City of Cordova (“City”); and

**WHEREAS**, the Planning Commission at its August 18, 2022 meeting recommended that City Council authorize the sale of the Property to Jeffery H. Guard and Dorne Hawxhurst for the use and purpose provided in their letter of interest; and

**WHEREAS**, the City Council at its September 7, 2022, meeting, based upon its review of the letter of interest along with the Planning Commission’s recommendation, directed City staff to enter into negotiations with Jeffery H. Guard and Dorne Hawxhurst for the Property in accordance with Section 5.22.060(B) of the Cordova Municipal Code (the “CMC”); and

**WHEREAS**, the City Council finds, based upon an appraisal secured for the Property, that the purchase price of Six Thousand and 00/100 Dollars (\$6,000.00) is the fair market value of the Property; and

**WHEREAS**, the draft Purchase and Sale Agreement to be executed in connection with the disposal of the Property by the City is attached hereto as Exhibit A, and it appears that such document is in an appropriate form and is an appropriate instrument for the purposes intended; and

**WHEREAS**, the form of the Quitclaim Deed to be executed in connection with the disposal of the Property by the City is annexed to the Purchase and Sale Agreement, and it appears that this document is in an appropriate form and is an appropriate instrument for the purposes intended; and

**WHEREAS**, the City Council has determined that the sale of the property to Jeffery H. Guard and Dorne Hawxhurst, would be beneficial to and in the best interests of the City by allowing for the further subdivision of residential land and the construction of a new home which would increase the city’s housing stock.

**NOW, THEREFORE BE IT RESOLVED THAT** the Council of the City of Cordova hereby authorizes and directs the City Manager to enter into a Purchase and Sale Agreement for the Property with Jeffery H. Guard and Dorne Hawxhurst. The form and content of the Purchase and Sale Agreement, along with the Quitclaim Deed attached to the Purchase and Sale Agreement, now before this meeting is in all respects authorized, approved and confirmed by this Resolution, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents on behalf of the City, in substantially the form and content now before this meeting, but with such changes, modifications, additions and deletions therein as the City Manager shall

deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, and the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the documents as executed.

**PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF OCTOBER 2022**

\_\_\_\_\_  
David Allison, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

DRAFT

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of October \_\_\_\_, 2022 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller" or the "City"), whose mailing address is P. O. Box 1210, Cordova, Alaska 99574, and Jeffrey H. Guard & Dorne Hawxhurst ("Purchaser"), whose mailing address is P.O. Box 856, Cordova, AK 99574

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, a roughly 4,400 square foot portion of ATS 220, which is City owned tidelands, and which is shown in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Purchaser submitted a Letter of Interest to the City to acquire the Property, which contained Purchaser's Development Plan for the Property in a form acceptable to the City, for the purpose of redeveloping the Property and an adjacent property owned by Purchaser to permit construction of one or more single family residences;

WHEREAS, Purchaser estimates it will commence construction on or before June 1, 2024, and complete construction on or before September 30, 2025;

WHEREAS, the City Council of the City of Cordova took action to authorize the administration of the City to negotiate this Agreement for the purchase of the Property;

WHEREAS, Purchaser made an initial deposit of funds with the City to pay for, among other things, the costs of an appraisal for the Property as well as the City's costs in acquiring the Property;

WHEREAS, the City obtained an appraisal of the Property from Alaska Appraisal & Consulting Group, dated as of July 27, 2022, the costs of which are to be paid by the Purchaser; 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 and the requirements of the Cordova Municipal Code ("CMC").

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 description of the Property contained herein shall be amended following completion of any necessary subdivision and platting required by the CMC.

## **2. Deposit and Purchase Price.**

(a) Purchaser has deposited the sum of One Thousand and 00/100 Dollars, as required by CMC 5.22.100, and further agrees that Purchaser may be required to deposit with the City such additional sums as the City Manager or the City Manager's designee may from time to time require to cover ongoing expenses incurred by the City in connection with the transaction, including without limitation, staff time, appraisal costs, attorney's fees and costs, surveying and platting fees and costs, title charges, Closing Costs and escrow fees (all such funds so deposited with the City are hereinafter referred to as the "Deposit"). Any remaining portion of the Deposit at the time of Closing, if any, shall be applied towards the Purchase Price at Closing.

(b) The purchase price for the Property is Six Thousand and 00/100 Dollars (\$6,000.00) (the "Purchase Price"), as adjusted by prorations and adjustments as provided herein, if any, and together with all Closing Costs, shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 11 below).

The Purchase Price is equal to the fair market value of the Property as established by an appraisal prepared by Alaska appraisal & Consulting Group, dated as of July 27, 2022.

**3. Property Survey/Subdivision.** A survey and subdivision plat have been or will be prepared for the Property in connection with the transfer contemplated by this Agreement, and which shall be subject to approval by the Planning Commission of the City of Cordova. Purchaser agrees that it shall pay any and all costs and expenses of any nature associated with the initial subdivision of the Property, including, without limitation, platting fees, survey costs, and any other costs or expenses recoverable under the CMC, which shall be deducted from the Deposit or otherwise paid by Purchaser at or prior to Closing.

## **4. Title.**

(a) Within ten (10) days 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, any Internal Revenue Service liens, and the Deed of Trust shall constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (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 ten (10) days; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

**5. 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 Materials (hereinafter defined), 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. The transfer(s) authorized by this Agreement shall be subject to the Public Trust Doctrine regarding navigable and public waters, and the public(s) right of access and use, and Seller reserves such rights. 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.

**6. 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.

## **7. 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 4, Section 13 or Section 14 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) Approval of the plat for the Property by the City of Cordova Planning Commission, and payment of all associated fees, as required by Section 3 of this Agreement.

(5) Purchaser shall have delivered to Escrow Agent the items described in Section 9.

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

The conditions set forth in this Section 7(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 3, Section 13 or Section 14 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 8.

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

The conditions set forth in this Section 7(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.

**8. 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"), which shall be made subject to a deed restriction required by CMC 5.15.340 in substantially the form provided in Exhibit B.

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

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

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

(a) The balance of the Purchase Price, payable as provided in Paragraph 2, together with such other sums as Escrow Agent shall require to pay Closing Costs, prorations, reimbursements and adjustments as set forth in Section 10 and Section 12 or otherwise in this Agreement, in immediately available funds.

(b) A countersigned Closing Statement.

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

**10. 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 10 shall survive the Closing and delivery of the Quitclaim Deed.

**11. 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 17(m), or such other place as may be agreed by the parties. The Closing may occur in escrow by delivering all closing deliveries to the Escrow Agent on or prior to the Closing.

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

**13. 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 13, "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.

#### **14. 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 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 may seek 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 Deposit shall be retained by Seller as liquidated damages, to the extent permitted by the CMC; 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, and not intended as a penalty.

#### **15. 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 8. Purchaser shall make his deliveries into escrow in accordance with Section 9. 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 8 and 9; 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 and other recoverable costs, after satisfying the prorations and adjustments to be paid by Seller pursuant to Section 10, 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.

## **16. 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.

The obligations imposed by this Section 16 shall survive Closing and delivery of the Quitclaim Deed.



## **17. General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchaser: Jeffrey H. Guard & Dorne Hawxhurst  
PO Box 856  
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 \_\_\_\_\_, 2022, 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:

By: \_\_\_\_\_  
Jeffrey H. Guard

By: \_\_\_\_\_  
Dorne Hawxhurst

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_day of  
\_\_\_\_\_2022, by\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires:\_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

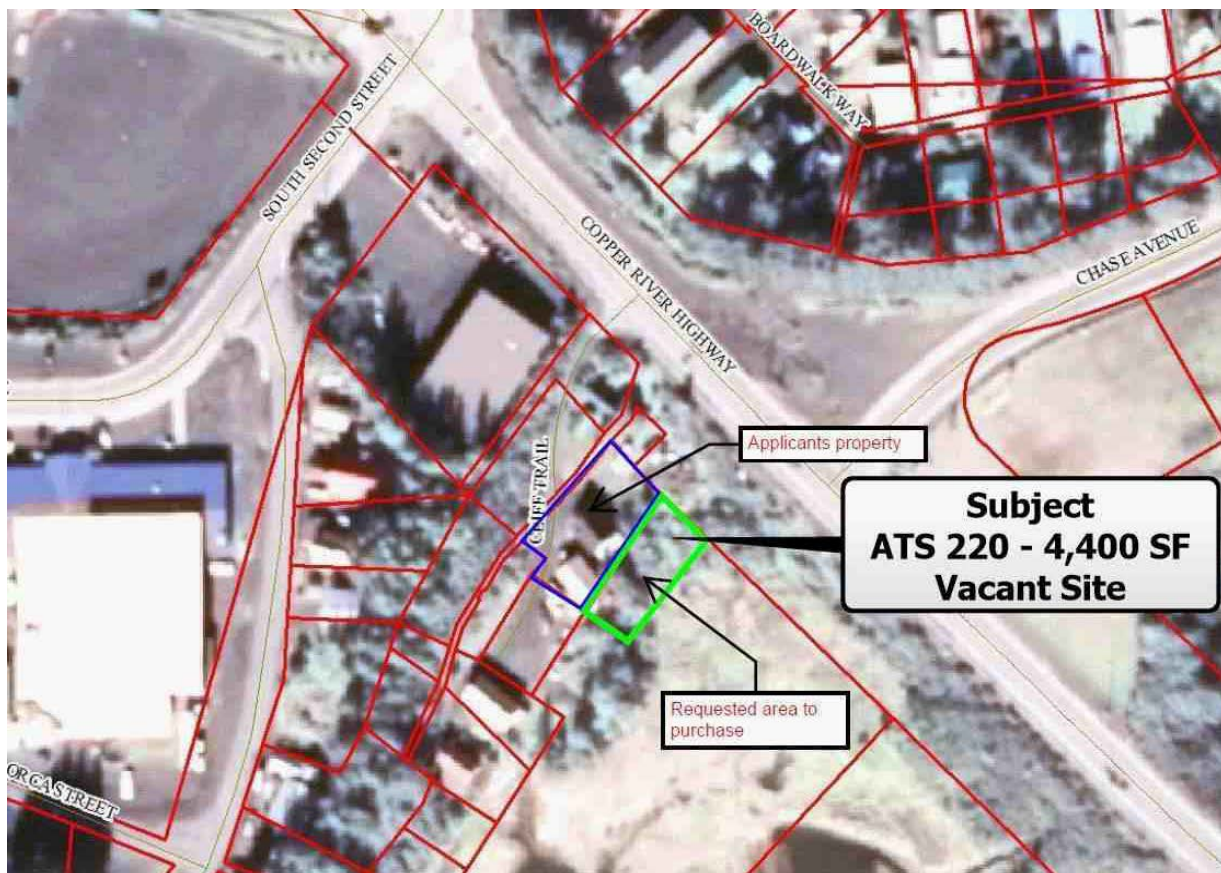
The foregoing instrument was acknowledged before me this ,\_\_\_\_ day of  
\_\_\_\_\_2022, by\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires:\_\_\_\_\_

## EXHIBIT A

### Description of the Property

The Property is adjacent to Odiak Slough and Purchaser's real property known as 902 Cliff Trail, Cordova, Alaska. As of the Effective Date of the Agreement no legal description exists for the Property, which is an approximately 4,400 square foot portion of ATS 220, and which is shown on the drawing depicted below as the requested area to be purchased. The parties acknowledge and agree that upon completion of any required platting or subdivision process(es), this property description will be replaced with the legal description prepared for the Property, and approved by the Title Company, which legal description will be incorporated into this Agreement and the Quitclaim Deed required by this Agreement.



**EXHIBIT B**  
Form of Quitclaim Deed

**CORDOVA RECORDING DISTRICT**

Recording requested by and  
after recording, return to:

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

**QUITCLAIM DEED**

The CITY OF CORDOVA, an Alaska municipal corporation, whose mailing 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 Jeffrey H. Guard and Dorne Hawxhurst, whose mailing address is P.O. Box 856, all interest which Grantor has, if any, in the following described real property:

[INSERT LEGAL DESCRIPTION]

SUBJECT TO the following reservation, the Grantor, hereby expressly saves, excepts and reserves out of the grant hereby made unto itself (or to the State of Alaska) its lessees, successors, and assigns forever, all oils, gasses, coal, ore, minerals, fissionable materials, and fossils of every name, kind or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gasses, coal, ores, minerals, fissionable materials, and fossils, and it also hereby expressly saves and reserves out of the grant hereby made, unto itself, (or to the State of Alaska), its lessees, successors, and assigns forever the right to enter by itself, its or their agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, drilling and working mines or wells on these or other lands and taking out and removing therefrom all such oils, gasses, coal, ores, minerals, fissionable materials and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its lessees, successors, and assigns forever, the right by its or their agents, servants, and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, pipelines, powerlines, and railroads, sink such shafts, drill such wells, remove such soil, and to remain on said lands or any part thereof for the foregoing purposes and to occupy as much of said lands as may be necessary or convenient for such purposes hereby expressly reserving to itself, its lessees, successors, and assigns, as foresaid, generally all rights and power in to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved; and is further,



SUBJECT TO the Public Trust Doctrine regarding navigable and public waters, and the public(s) right of access and use, which rights are reserved.

DATED this \_\_\_ day of \_\_\_\_\_, 2022.

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 \_\_\_\_\_, 2022, 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  
October 5, 2022 @ 7:00 pm  
Cordova Center Community Rooms A & B  
Minutes**

**A. Call to order** – **Vice Mayor Tom Bailer** called the Regular City Council Meeting to order at 7:00 pm on October 5, 2022, in the Cordova Center Community Rooms.

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

**C. Roll call** - Present for roll call were **Vice Mayor Tom Bailer** and Council members **Cathy Sherman**, **Jeff Guard** and **Anne Schaefer**. Council members **Melina Meyer**, **Kristin Carpenter** and **Ken Jones** were present via teleconference. Mayor **David Allison** was absent. Also present were City Manager **Helen Howarth** and Deputy City Clerk **Tina Hammer**.

**D. Approval of Regular Agenda** – **M/Guard S/Schaefer** to approve the agenda.  
With no objection, **Vice Mayor Bailer** declared the agenda approved as presented.

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

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

1. Guest speakers – none

2. Audience comments regarding agenda items:

**Hein Kruithof** of Lot 41 Sawmill Bay Rd, owner of Dutch Marine Industries, spoke in favor of item 5 – a ten-year lease with Dutch Marine Industries, LLC for a portion of Tract 1A, Ocean Dock Subdivision #2. He stated the reason for wanting the lease is his symbiotic relationship with the harbor department to block the majority of boats being hauled out. Having all his equipment in one location, gives him the ability to be readily available to accommodate the harbor department's needs. He's currently researching building options to expand services to the community. Once he has more information on whether the harbor will be purchasing a boat trailer, he will be submitting detailed shop plans, as the shop size will be affected by the use of the haul out versus using a boat trailer.

3. Chairpersons and Representatives of Boards and Commissions - none

4. Student Council Report – no report

**G. Approval of Consent Calendar**

~~5. Resolution 10-22-27 A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a ten (10) year lease with Dutch Marine Industries, LLC, for a portion of Tract 1A, Ocean Dock Subdivision #2~~

Council member **Carpenter** called out Resolution 10-22-27 to be approved outside the consent calendar.

**Vice Mayor Bailer** placed item 5 under L. Ordinances and Resolutions as item 15A.

6. Award of Contract to Insight Vision for Riezler Sewer Camera Inspection System per ITB PW 09-22 in the amount of \$80,221.39

7. Award of Contract to US Ecology Alaska LLC for Household Hazardous Waste Disposal per ITB PW 10-22 in the amount of \$34,800

8. Minutes of the September 21, 2022 City Council Public Hearing

9. Minutes of the September 21, 2022 Regular Council Meeting

10. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absences of Council members **Cathy Sherman** and **Melina Meyer** from the September 21, 2022 Regular Meeting  
Vote on the Consent Calendar: 7 yeas, 0 nays. Schaefer-yes; Sherman-yes; Jones-yes; Bailer-yes; Guard-yes; Meyer-yes; and Carpenter-yes. Consent Calendar was approved.

## H. Approval of Minutes - in consent calendar

## I. Consideration of Bids/Proposals/Contracts - in consent calendar

### J. Reports of Officers

11. Mayor's Report – none

12. Manager's Report – City Manager **Helen Howarth** reported: 1) Finance – Next week, two people are coming to city hall, one is a trainer in Caselle, which is the software program for our financial accounting. The other is a retired CPA, former Bethel finance director, who is potentially interested in doing more work for the city; 2) We are using a new government software to prepare the 2023 budget which is making the process more streamlined, and it will publish a budget book at the end; 3) Contractors were in town to get an overview of the harbor RFP. The bond has been funded at just over \$5 million; she asked **Samantha Greenwood** to continue with the South Harbor update:

a. South Harbor Rebuild update – **Greenwood** reported there was a pre-proposal meeting. Four teams came to Cordova to do a tour of the harbor. Afterwards, she answered questions and had good discussions with the potential contractors. The RFP closes November 4<sup>th</sup>, proposals will be reviewed and scored individually with **Kim Neilson** and **Mark Keller**. She'd like a special meeting to approve the contract to keep moving forward. The environmental work is very close to being completed with the confirmed pile count. Requests are coming in from MARAD. **Howarth** commended **Greenwood** and **Schinella** on the excellent job they are doing. **Bailer** asked if we had to take the lowest bid. **Greenwood** said we are not required to take the lowest bid; we will be looking at the best proposal and technical skills. MARAD requires more emphasis on the technical skills than the price. **Samantha Greenwood, Tony Schinella, Colin Bronson, Mark Keller, and Kim Neilson** make up the team that will be evaluating the proposals.

13. City Clerk's Report – MARS conversion to digital property cards is almost completed. Appraisal Company of Alaska should be in Cordova the first of November to finalize conversion.

### K. Correspondence

14. 9-19-22 DoT email regarding Draft Long-Range Transportation and Freight Plans available for public review and comment

15. 9-28-22 Public and Agency Notice for Aquatic Farmsite Lease Port Etches Farms, James Smith, ADL 233987

### L. Ordinances and Resolutions

15a. Resolution 10-22-27 A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a ten (10) year lease with Dutch Marine Industries, LLC, for a portion of Tract 1A, Ocean Dock Subdivision #2

**M/Carpenter S/Guard** to approve Resolution 10-22-27 A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a ten (10) year lease with Dutch Marine Industries, LLC, for a portion of Tract 1A, Ocean Dock Subdivision #2

**Carpenter** said she is in support as it meets a business need in town. Her big concern is storm water run off and containment of potential pollutants at the site. She wants to make sure there are provisions to ensure that the tenant has containment mechanisms in place. She would like the City to monitor the storm water containment best practices of this business and for all the activity that goes on in the shipyard. Planner **Johnson** stated that the containment issue is covered in item 5A1 of the lease which requires the tenant to utilize and maintain a method of containment, approved by the city, to properly contain spills and prevent ground penetration. When they submit the building plan, they will be required to show how they will be containing hazardous materials. **Bailer** asked can or will the city monitor and do we have the authority to check the system. **Johnson** replied that in the lease we have inspection authority. **Bailer** remarked it should be a yearly inspection. **Johnson** answered that it's not specifically in the lease, but it

could be added as a policy item. He would have to figure out how it could be accomplished and would require an expert in that sort of thing. **Carpenter** wondered if **Johnson** has done some research on what the current best practices are in other shipyards around the country. **Manager Howarth** stated that there is a program that harbors, and shipyards are eligible to apply for that credits a harbor as a clean harbor. We will be going after that designation as it impacts all our boats and anything we do in our watershed. Best practices will be in play as it is mandated by the designation. **Guard** stated he's all in favor of making sure we deliver things properly and aboveboard. Seems like we are putting all the emphasis on one tenant. Every boat in the shipyard is a tenant and if we're doing a policy like this to control pollutants we need to sit down and set a plan. **Howarth** stated that everything discussed would fall under the clean harbor designation. **Jones** commented that moving this kind of activity into a building is going to help the environmental impact. Regarding the stormwater runoff, a building will keep the rain from hitting the boats which will reduce the stormwater runoff as it will go off the eaves. He understands the concern but feels it should be celebrated as a way to reduce the environmental impact. A lot of marine work is conducted on the haul out grid where people are pressure washing which runs into the harbor. Using the haul out and having buildings will help the environmental impact as an industry. **Jones** went on to state he is worried that by requiring expensive equipment this project might not be feasible. He believes the harbor staff could conduct an annual walk-through instead of bringing in professional inspectors. **Meyer** stated she's in agreement with this project and thinks it a good location for it. She has a concern about the city being a landlord over a physical building and questioned how the base rent was calculated; \$260 a month doesn't seem like very much of a base rent if you are talking about doing inspections and sees it as a potential liability for the city. **Johnson** replied that most of the land disposals are for selling the property outright. There are not many leases for renting space. These leases are structured by charging 10% of the assessed value which is how he calculated this lease amount to stay consistent with other leases. **Meyer** commented this ten-year lease is about \$30,000 for a prime piece of property and she does not feel comfortable approving a lease at this time for that amount without knowing more information. **Meyer** and **Jones** questioned if property tax would be collected. **Hammer** answered that property tax would be collected on the full value of the building and on the land as a possessory interest amount; the same way state leases are taxed. **Jones** would like the harbor department to get the revenue from this lease. **Meyer** made a motion to refer back to staff, but the motion was not seconded. **Howarth** believed how the lease funds are allocated is set in code but can get more information. **Sherman** stated this is a great business that we all know we need, and the environmental issues are being addressed. She is in favor of it going forward and letting staff deal with the housekeeping items raised. **Schaefer** said she is favor and okay with the lease as is. **Bailer** would like to see the applicant and City Manager address snow removal and financial ability to do the project. **Guard** stated the contract has performance standards which address all the issues brought up tonight and he is in favor of approving as is.

Vote on the motion: 6 yeas, 1 nay. Sherman-yes; Jones-yes; Guard-yes; Carpenter-yes; Bailer-yes; Meyer-no and Shaefer-yes. Motion was approved.

#### **M. Unfinished Business – none**

#### **N. New & Miscellaneous Business**

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

**Howarth** let council know at the next council meeting we will have the fiscal year 2021 audit presented by our auditors. **Jones** wanted to make sure there was a future work session for housing and did not realize it was already on the pending agenda, item C7.

#### **O. Audience Participation - none**

#### **P. Council Comments**

**Meyer** is in favor of Dutch Marine. She wanted a clear picture of how the lease was going to be carried out and wanted more information. Moving forward she hopes all the comments and concerns are

addressed. She's in full support of the industry and excited about expansions in north fill and shipyard for the fleet.

**Carpenter** thanked everyone for the discussion tonight.

**Jones** thanked everyone for coming out; it was great to see full participation.

**Guard** said thanks to staff for everything and thanks everybody that showed up.

**Schaefer** thanked staff for their great work.

**Sherman** stated she is excited about the Caselle training for city staff. Also, happy to hear about the clean harbor designation and the upcoming 2021 audit.

**Vice Mayor Bailer** thanked staff and **Tony, Sam & Kevin** for doing a good job. He feels it's council's job to ask questions even though they may know the answer, it's for the public's benefit. He supports new businesses and hopes they're successful.

**Jones** added during review of bids, he hopes the harbor commission can give their opinion before they come to council.

#### **Q. Executive Session – none**

#### **R. Adjournment**

**M/Guard S/Sherman** to adjourn the meeting.

Hearing no objection **Vice Mayor Bailer** adjourned the meeting at 7:52 pm.

Approved: October 19, 2022

Attest: \_\_\_\_\_  
Tina Hammer, Deputy City Clerk

**Date: 10/13/22**

**TO: CITY COUNCIL**

**FROM: HELEN HOWARTH, CITY MANAGER**

**RE: Manager's Report**

**FY23 Budget**

FY23 Budget preparation is a priority of all departments at this time. Department heads have submitted their draft budgets for FY23 through our new budgeting software ClearGov. I will have one-on-one meetings to go over each department budget in the next two weeks and will have a first draft budget for Council review in early November.

CCMC has communicated their FY23 budget needs, and City is awaiting budget requests from Cordova School District and Cordova Chamber of Commerce. Director of Parks and Recreation Duncan Chisholm is working with Sheridan Alpine Association on their budget submission to City.

A contracted CPA is working with management on City's health insurance renewal, investments and budgeting with a goal of reducing costs while maintaining benefits and service.

**Investment RFP**

City has issued an RFP for investment services and will have a recommendation at the December 7 Council meeting with a contract to begin January 1, 2023. Several firms have expressed interest in managing City funds.

**FY21 Audit and Finance team training**

The FY21 Audit is complete and will be presented at the 10/19 Council meeting. Newhouse Vogler, our new audit firm, conducted the audit and made recommendations in their management letter one of which City has begun to implement.

Finance staff received training on Caselle the week of 10/10 which addresses a need identified through the audit process. Staff is working on processes that will improve efficiency and workload.

We are in the process of scheduling dates for the FY22 audit and hope to have the audit completed earlier next year.

CITY OF CORDOVA  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

GENERAL FUND

REVENUE	PY ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
TAXES	5,067,849.07	5,663,533.18	7,216,685.00	1,553,151.82	78.5
LICENSES & PERMITS	835.00	1,945.00	21,000.00	19,055.00	9.3
OTHER GOVERNMENTAL	1,001,492.13	1,020,458.26	2,969,336.00	1,948,877.74	34.4
LEASES & RENTS	212,404.24	247,303.63	278,718.00	31,414.37	88.7
LAW ENFORCEMENT	148,552.86	187,804.37	293,804.00	105,999.63	63.9
D. M. V.	51,363.38	48,036.91	60,700.00	12,663.09	79.1
PLANNING	8,060.00	4,208.00	6,500.00	2,292.00	64.7
RECREATION	47,358.61	59,032.62	64,000.00	4,967.38	92.2
POOL	9,360.50	40,664.04	15,000.00	( 25,664.04)	271.1
SALE OF PROPERTY	2,100.00	11,783.55	3,000.00	( 8,783.55)	392.8
INTERFUND TRANSFERS IN	478,623.06	.00	749,827.00	749,827.00	.0
OTHER REVENUE	68,915.05	74,975.47	115,718.00	40,742.53	64.8
STATE DEBT SERVICE REIMBURSE	.00	2,022,113.00	378,000.00	( 1,644,113.00)	535.0
EXPENDITURES	7,096,913.90	9,381,858.03	12,172,288.00	2,790,429.97	77.1
CITY COUNCIL	4,192.99	3,705.76	5,300.00	1,594.24	69.9
CITY CLERK	224,415.73	347,898.18	307,561.00	( 40,337.18)	113.1
CITY MAYOR	244.00	50.00	1,500.00	1,450.00	3.3
CITY MANAGER	171,648.39	347,529.64	499,728.00	152,198.36	69.5
FINANCE	372,666.67	421,956.66	481,578.00	59,621.34	87.6
PLANNING	93,452.32	109,919.22	148,840.00	38,920.78	73.9
PLANNING COMMISSION	718.21	1,197.98	1,500.00	302.02	79.9
DEPARTMENT OF MOTOR VEHICLES	58,485.01	60,275.58	35,259.00	( 25,016.58)	171.0
LAW ENFORCEMENT	700,725.66	798,586.08	1,121,684.00	323,097.92	71.2
JAIL OPERATIONS	170,590.74	207,380.44	278,815.00	71,434.56	74.4
FIRE & EMS	263,907.90	353,222.46	507,272.00	154,049.54	69.6
DISASTER MANAGEMENT	10,357.93	7,825.60	11,000.00	3,174.40	71.1
LIBRARY	542,642.00	473,828.95	810,775.00	336,946.05	58.4
FACILITY UTILITIES	130,017.11	163,541.40	178,600.00	15,058.60	91.6
PUBLIC WORKS ADMINISTRATION	138,286.93	142,710.26	200,745.00	58,034.74	71.1
FACILITY MAINTENANCE	256,254.30	281,401.19	377,783.00	96,381.81	74.5
STREET MAINTENANCE	432,973.02	442,536.89	814,124.00	371,587.11	54.4
SNOW REMOVAL	30,653.14	47,279.88	71,494.00	24,214.12	66.1
EQUIPMENT MAINTENANCE	254,738.89	236,320.01	352,391.00	116,070.99	67.1
PARKS MAINTENANCE	77,080.88	133,648.98	260,476.00	126,827.02	51.3
CEMETERY MAINTENANCE	1,627.05	2,419.87	6,695.00	4,275.13	36.1
PARKS & REC ADMINISTRATION	.00	65,782.73	229,505.00	163,722.27	28.7
RECREATION - BIDARKI	192,582.74	169,007.81	193,326.00	24,318.19	87.4
RECREATION - SWIMMING POOL	191,698.48	307,534.41	286,893.00	( 20,641.41)	107.2
SKI HILL	52,947.82	136,601.51	102,118.00	( 34,483.51)	133.8
NON-DEPARTMENTAL	314,321.92	505,683.97	961,226.00	455,542.03	52.6
LONG TERM DEBT SERVICE	1,773,475.00	1,715,100.00	1,715,100.00	.00	100.0
INTERFUND TRANSFERS OUT	149,549.00	.00	.00	.00	.0
TRANSFERS TO OTHER ENTITIES	1,768,202.48	1,928,745.75	2,211,000.00	282,254.25	87.2
GENERAL FUND	8,378,456.31	9,411,691.21	12,172,288.00	2,760,596.79	77.3
	1,281,542.41)	( 29,833.18)	.00	29,833.18	.0



CITY OF CORDOVA  
FUND SUMMARY  
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2022

	PY ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
101 GENERAL FUND	7,096,913.90	9,381,858.03	12,172,288.00	2,790,429.97	77.1
502 HARBOR ENTERPRISE FUND	1,440,502.02	1,125,242.01	1,667,122.00	541,879.99	67.5
503 SEWER ENTERPRISE FUND	639,602.74	699,621.65	909,323.00	209,701.35	76.9
504 WATER ENTERPRISE FUND	706,874.69	649,338.06	840,758.00	191,419.94	77.2
505 REFUSE ENTERPRISE FUND	921,961.46	976,728.95	1,381,382.00	404,653.05	70.7
506 ODIK CAMP PARK	22,463.17	34,392.24	68,280.00	33,887.76	50.4
805 LANDFILL CLOSURE RESERVE FUND	50,145.57	145.65	50,000.00	49,854.35	.3
810 HEALTH INTERNAL SERVICE FUND	711,416.70	938,335.18	.00	( 938,335.18)	.0
	11,589,880.25	13,805,661.77	17,089,153.00	3,283,491.23	80.8
<u>EXPENDITURES</u>					
101 GENERAL FUND	8,378,456.31	9,411,691.21	12,172,288.00	2,760,596.79	77.3
502 HARBOR ENTERPRISE FUND	1,155,952.99	763,796.20	1,730,730.00	966,933.80	44.1
503 SEWER ENTERPRISE FUND	639,026.34	488,467.35	1,784,493.00	1,296,025.65	27.4
504 WATER ENTERPRISE FUND	582,905.30	508,410.20	1,040,534.00	532,123.80	48.9
505 REFUSE ENTERPRISE FUND	825,954.76	552,283.11	1,665,627.00	1,113,343.89	33.2
506 ODIK CAMP PARK	47,944.57	25,445.38	68,280.00	42,834.62	37.3
810 HEALTH INTERNAL SERVICE FUND	1,077,403.25	993,166.39	.00	( 993,166.39)	.0
	12,707,643.52	12,743,259.84	18,461,952.00	5,718,692.16	69.0
	( 1,117,763.27)	1,062,401.93	( 1,372,799.00)	( 2,435,200.93)	77.4

Visitation: 2602

Last Year: 1871

- Visitors were from:
  - **Alaska:** Palmer, Anchorage, Cordova, Valdez, Talkeetna, Homer, Moose Pass, Wasilla, Indian, Whittier, Tok, Fairbanks, Kokhanok, Soldotna, Kodiak, Cooper Landing, Sitka, Nanwalek, Kenai, Eagle River, Willow, Sterling
  - **United States:** CA, KS, CO, TX, MN, WA, ID, HI, NY, AL, NE, ME, NV, MI, MD, KY, OR, WI, AZ, MT, NH, WY, MA, VA, FL, NC, UT, TN, CT, IL, IA, SC, NM, OH, LA, GA, SD, MO, VT, RI, IN, AR, PA, SC,
  - **International:** Mexicali Baja California, Zurich Switzerland, Tamaulipas Mexico, Barcelona Spain, Malaysia, Puerto Rico, Greenland, Inverness BC Canada, Machakos Kenya, El Salvador, St. Anton Austria, Kiev Ukraine, Sweden,

### Copper River Gallery Events:

#### July – Jump Start Art – Covid Relief Cordova Arts Grant Recipients





August – GPS-GKS (Map Geeks): Maps from the Cordova Historical Society and Local Collections

# GPS GEEKS

An exhibit of unique and historic maps from The Cordova Historical Society's Collection and from community collectors.

On view in The Copper River Gallery August 5-Sept. 3, 2022.

Opening Reception Friday, 8/5 from 5-7 pm.

**GOOD-NATURED MAP OF ALASKA**  
showing the services offered by  
*"The Alaska Line"*  
suggesting some of the most interesting features of the Territory

- ALASKA STEAMSHIP COMPANY
- THE ALASKA RAILROAD
- COPPER RIVER & NORTHWESTERN RAILWAY
- RICHARDSON HIGHWAY
- CONNECTING STEAMSHIP LINES
- WHITE PASS & YUKON ROUTE RAIL LINE

**CORDOVA**

**HISTORICAL SOCIETY**

A DIME YOU DON'T MAKE IT

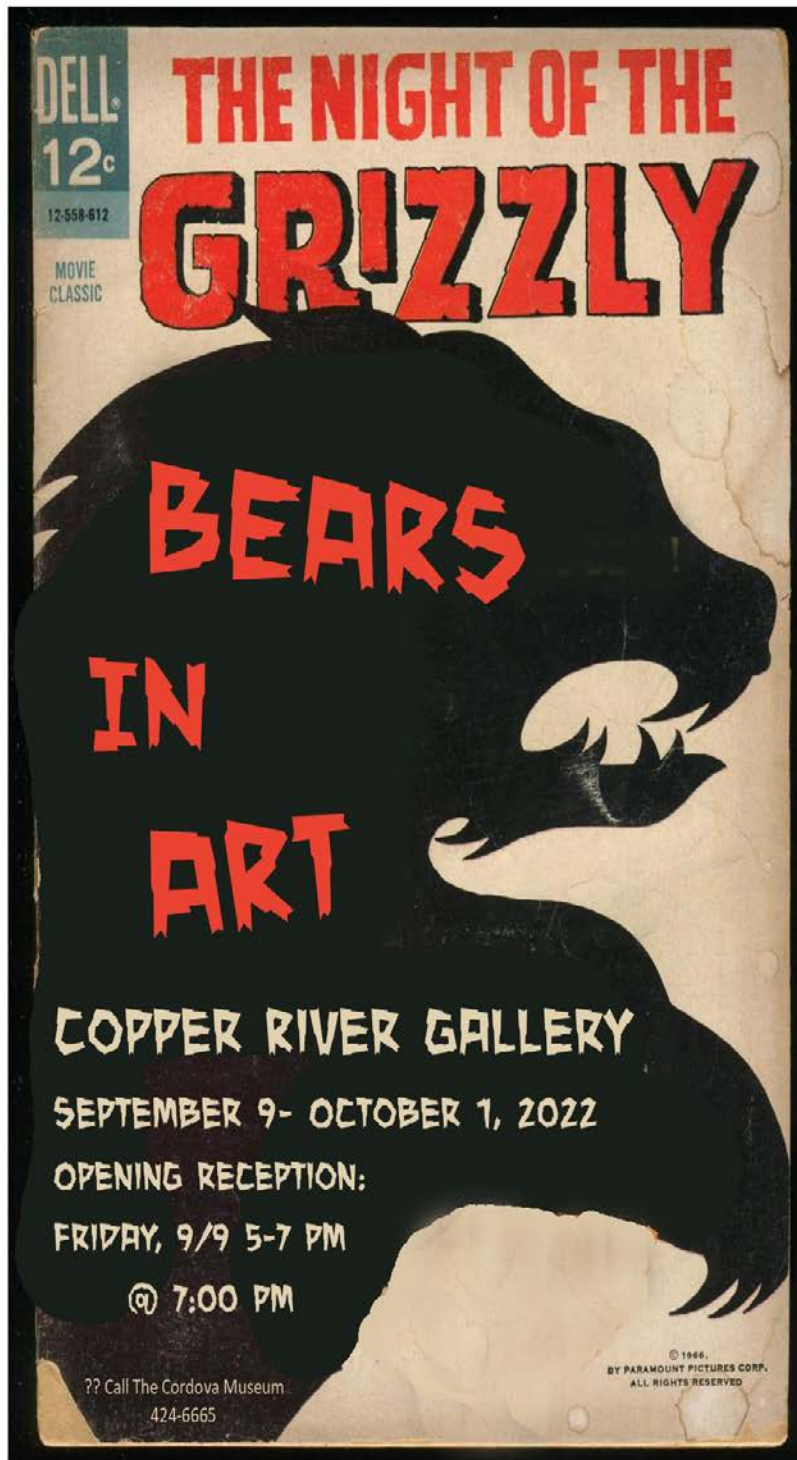
W.M. I'VE GOTTA HAVE SOME MORE OF THAT HOT WATER

WHY YOU'VE ALREADY HAD ENOUGH FOR SIX PEOPLE

HOW'M I DOIN'?



September – Night of the Grizzly Bears in Art



## Museum Accomplishments:

- 231 Cordova Historical Society members, 86 of whom are life members.
- All of our art exhibits were well attended, purchases supported our local artists and the continuing work in the Museum.
- Ongoing update and maintenance of [copperrivergallery@zenfolio.com](mailto:copperrivergallery@zenfolio.com)
- Completed research projects for individuals and government agencies.
- Reinstated submitting weekly museum memories to the Cordova Times.
- Finalizing work on the Archives and Collections Management Room.
- Military, Katalla and Mining permanent exhibit begins
- The Historical Society Board has been updating policies and procedures and a creating a new 5-year strategic plan. Our goals from 2015 plan have been met!

## Curator's Notes:

- 3 large nesting pedestals built plus two matching boxes.
- Changes occurring in Copper River and North Western Railway exhibit to include a wall to display Katalla, oil and mining history, shipwrecks and Alaska Steamship



Company.

any.

- Photo requests, appropriate artifacts, signage, prepping images and text for display.

The Museum is open Tuesday thru Friday 10am-5pm and Saturday 12noon-5pm. Each new traveling/temporary exhibit opening evening is 5-7pm with refreshments. The Museum encourages City Council and Staff to walk through Cordova History.

## Fourth Quarter Gallery:

Star Wars, the Mandalorian and More! October 7-November 26, 2022

Holiday Art Show Opens December 2<sup>nd</sup> during Hometown Holiday Kickoff

Respectfully submitted by Marina Briggs, Director

# Museum Attendance

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
1981					2483
1982					2928
1983					2618
1984					1973
1985					1414
1986	221	682	1004	209	2116
1987					1677
1988	262	645	1326	345	2578
1989	238	629	1270	374	2511
1990	411	765	1534	415	3125
1991	445	936	1355	308	3044
1992	443	509	1857	705	3514
1993	281	1078	1481	406	3246
1994	608	1255	1726	452	4041
1995	458	882	2067	548	3955
1996	905	1897	2358	741	5901
1997	634	1216	2896	936	5682
1998	1047	4330	6502	906	12,785*
1999	1288	3948	4890	853	10,979*
2000	1076	1562	2931	740	6,309
2001	1185	2484	3777	934	8380
2002	1242	2343	4176	1155	8916
2003	1590	2461	4111	963	9125
2004	1839	3063	4907	1206	11,015
2005	1834	3071	5216	1508	11,629
2006	2355	2953	6,189	1771	<b>13,268</b>
2007	1919	3613	4166	1442	11,140
2008	2092	3210	4919	1476	11,697
2009	1543	2436	3618	1138	8735
2010	1121	1866	2735	1051	6773
2011	1569	2275	3314	862	8020
2012	1268	2128	2329	1068	6783
2013	952	1868	2868	1320	7008
2014	1548	1876	2527	1639	7590
2015	1291	1737	2033	2015	7076
2016	1680	2461	3039	1454	8634
2017	1115	2098	3070	1436	7719
2018	1279	2889	2599	1440	8207 **
2019	1511	2276	2902	1654	8343 **
2020	832	4	109	1053	1998***
2021	479	1545	1871	1047	4942
2022	1020	2552	2602		6174

\*Norwegian Cruise Lines

1996—School classes begin coming to the museum.

2009—Alaska Sightseeing Cruise West pulls out.

2015—Move to Cordova Center

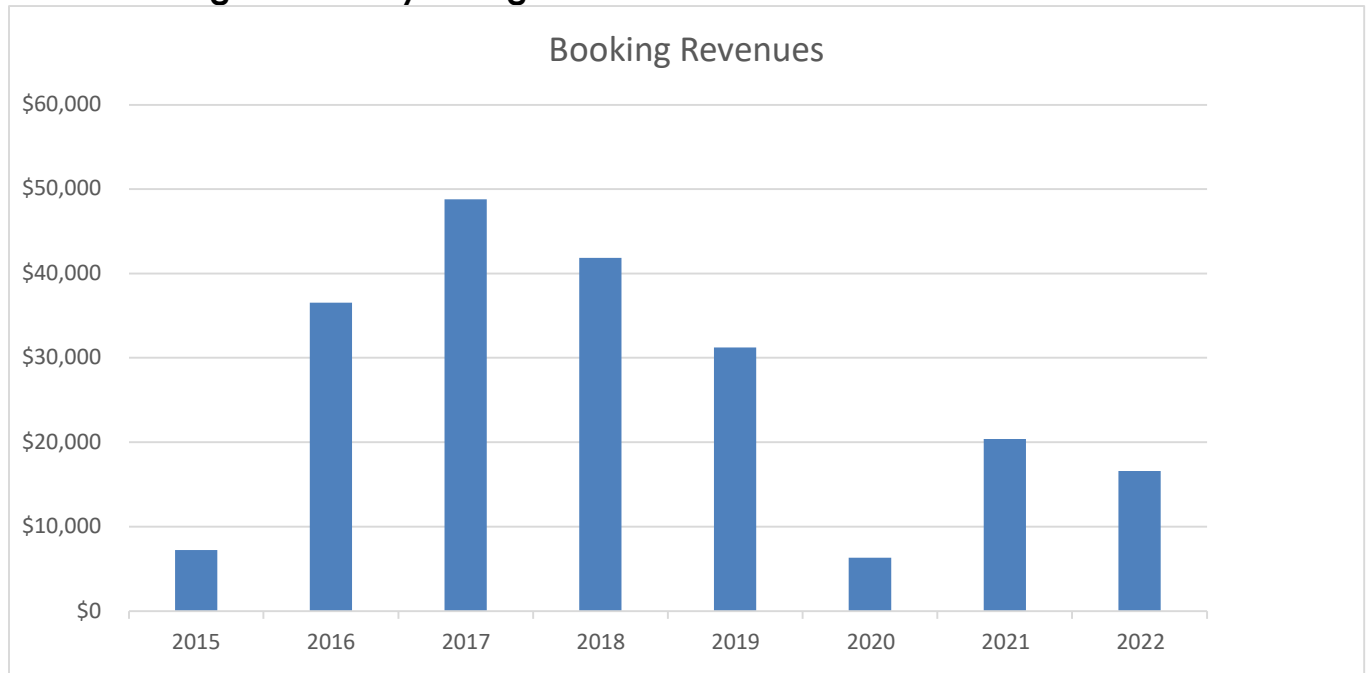
\*\* Not open on Mondays in summer

\*\*\*2020—Covid 19 Closure March to September

## Cordova Center 3rd Quarter 2022

The Cordova Center Events Management Team consists of Mimi Briggs, Malvin Fajardo and Paula Payne, With assistance from Cathy Sherman and Andrew Scott.

- Cordova Center **Use Policy**. Posted on website ([thecordovacenter.com](http://thecordovacenter.com)).  
*Always continuing to make notes for year-end review.*
- **Bookings: \* January through December 2022 \***



- **In-Kind Non-Rev:**
  - \$4680 - Scheduled City of Cordova Meetings & other space donations; Boards & Commissions, EMO and Council teleconferences, Early Voting and Elections
- **Revenue: \$4358**
  - Some Cordova Center Event/Meeting Participants  
Cordova Telecom Board, CR/PWS Marketing, PWS Science Center, Copper River Watershed, The Net Loft, Fungus Festival, Eyak Corporation and Cordova Electric
  - Event attendees #1821
- **Donations:**
- **Grants:**
- **Landscaping:** Cleaned Up and put away for winter



## Cordova Center 3rd Quarter 2022

- **Marketing:**
  - Updated fee schedule completed
  - Job Description and budget for Cordova Center Events Coordinator completed
  - Cordova Center Staff continues work on marketing plans.
- **Upcoming Fourth Quarter 2022:**
  - Cordova Telecom Board, PWSAC Board, SERVS, Cordova Electric Coop, Early Voting & Elections, Salmon Harvest Task Force, PWSSC Gulf Watch, Quilters Guild, AMSEA, Chugach Regional Resources, Holiday Bazaar,

The Cordova Center has returned to pre- Covid-19 conditions but continues to encourage best practices, hand washing and being vigilant if experiencing symptoms. Our air handlers and exchangers are fully deployed during events. Masks and hand sanitizer are readily available for public use.

Requests for Technical help has increased exponentially as virtual and in-person meetings are becoming the 'norm'. City Manager and current IT personnel are actively searching for technical staff to meet and expand demand.

Please enjoy pictures of some of our 3rd Quarter events!



North Atlantic Jazz Alliance – North Star Theater 7.19.2022 Very Well Attended for Cordova 4H

## Cordova Center 3rd Quarter 2022



Isolated Power Systems July 26-29

The Cordova Center; the heart of our community.

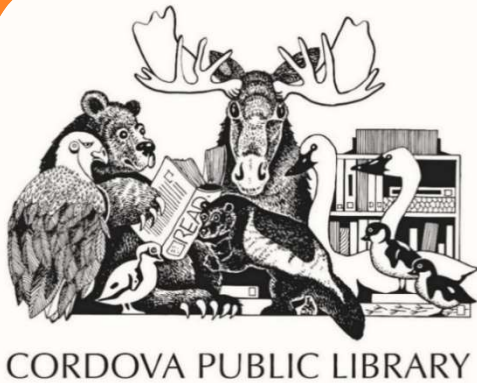
Respectfully submitted:  
Mimi Briggs  
Cordova Center Events Team



# 3<sup>rd</sup> Quarter 2022 Report



The Cordova Library summer reading program ended for the season on July 27. There were 67 participants in the 8-week program that met weekly with fun outdoor activities, games, crafts, journaling, and of course *reading* 😊



DEBBIE CARLSON, LIBRARY DIRECTOR



**Information Services** - As public gathering places organized around public service and the transfer of information and ideas across individuals, museums and libraries provide a unique form of easily accessible resources. These include computing services, archive services, information support services... and much more.....



## THE LIBRARY HOURS

OPEN TUESDAY – FRIDAY 10AM TO 7PM AND SATURDAY 12 NOON TO 5PM

COMPUTERS, WIFI, BOOKS, MOVIES, MAGAZINES, E-BOOKS, COPIES, FAX, AND INTERLIBRARY LOANS.

Your library staff also delivers popular programing, “In House” or Virtual through zoom and Instagram live.

Library Statistics are tracked for grant writing and reporting.

2022 3<sup>rd</sup> Qtr. Library Statistics.

2022	Patron	Circulation	Youth	Virtual	In person	ILL-loans	Patron	Adigital	Reference	Adult	Virtual	In person	days open	hours	Digital Ref
	Visits		Programs	Attendance	Attendance		cpu-use	downloads		Programs	attend	attend		open	
July	2159	1099	4	0	77	9	226	267	186	2	10	8	22	178	87
August	1965	1210	0	0	0	13	367	344	143	1	1	8	21	155	59
September	2081	1089	12	102	79	13	248	290	159	2	3	11	22	162	182
Totals	6205	3398	16	102	156	35	841	901	488	5	14	27	65	495	328

Patron visits = number of people who came into the library.

Circulation = number of items checked out.

Ref. = number of reference questions fielded by librarians.

CPU-use = number of times public computers are used.

ILL-Interlibrary Loans = number of items ordered from other libraries

Adult Programs – Knit Lit, Poetry, Teen/Adult Art-open studio

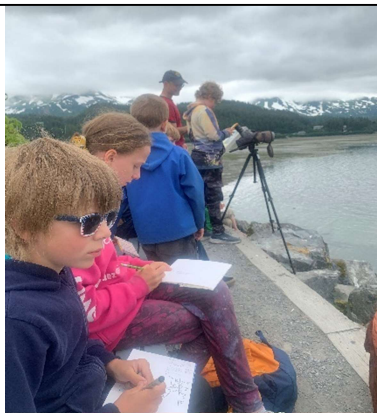
Youth Programs – Storytime, PJ read along, After school Art, Summer Reading Program,

A-digital = number of checkouts of digital material (books and Audio) by Cordova library patrons.

\*August is prep time for fall youth programing



More summer reading adventures...





# THE STATE LIBRARY, ARCHIVES, AND MUSEUM AWARDED THE CORDOVA LIBRARY A FY2022 ARPA GRANT IN THE AMOUNT OF \$19,870 FOR FOREIGN LANGUAGE AND COMMUNITY LITERATURE & CULTURAL TAKE HOME KITS.

The foreign language grant included a 6mo position for a grant manager. Planning, ordering, cataloging, and creating these kits required substantial time. Anna Tikhomirova took on the challenge. Anna is no longer with us at the library. Her hard work remains.

The beginning as the books and supplies started to arrive

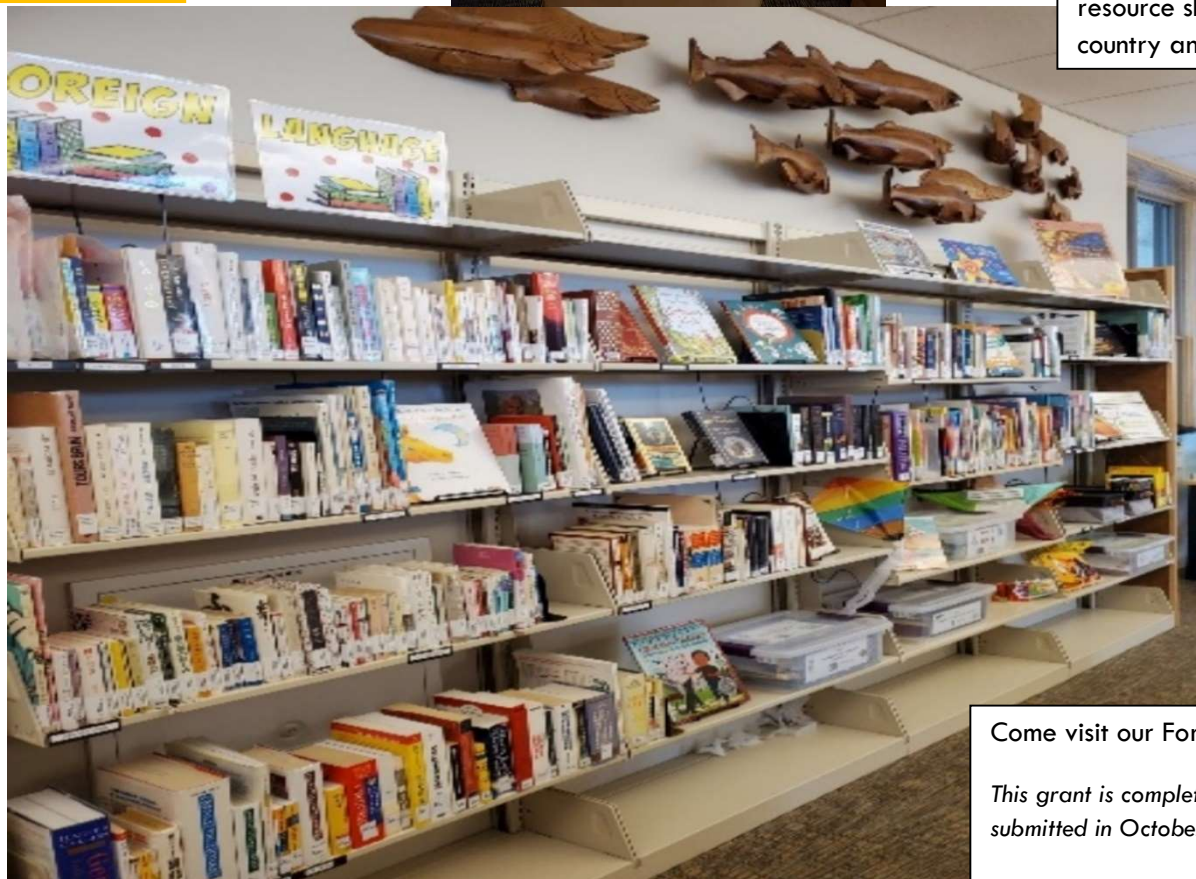


The Foreign Language and Cultural Learning section is growing.

We are planning a monthly Bilingual story time with volunteer readers.



Each learning kit contains books, a craft, art supplies, recipes, and resource sheets to learn about a country and it's culture.

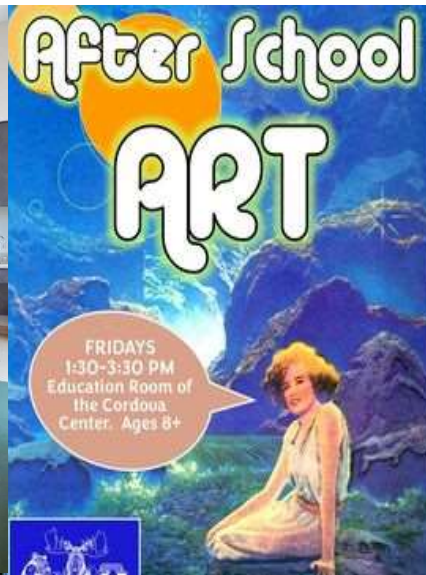


Come visit our Foreign Language section!

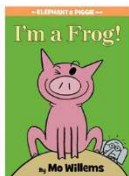
*This grant is complete, the final reports will be submitted in October.*



SEPTEMBER...  
after school programs begin



#### Storytime This Week...



Join us in the Children's Room at your Cordova Public Library,  
**Wednesdays at 10:30 a.m.**  
reading, finger plays, and songs.

**Important:** Please be considerate of others,  
do not plan on attending if you or family members  
feel sick in any way.



#### LIBRARY PROGRAMS

**Anna Hernandez** [anna@cordovalibrary.org](mailto:anna@cordovalibrary.org)

**Pajama Read Along :** Tues & Thurs @7 PM "LIVE" on Instagram : Cordova public library reads

**Storytime :** Weds @10:30 AM In the kids room at the Library

**Knit Lit :** Knitting and Literature- Wednesdays of the month @6-8 PM on ZOOM

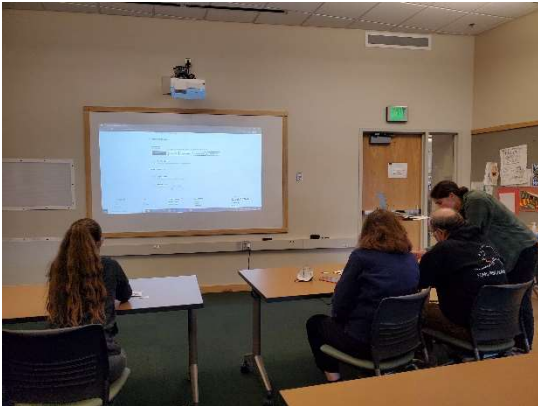
**Paula Payne** [paula@cordovalibrary.org](mailto:paula@cordovalibrary.org) **After School Art :** Fridays @1:30-3:30 PM  
In the Education Room; Ages 8+

**Jillian Gold** [jillian.cordovapubliclibrary@gmail.com](mailto:jillian.cordovapubliclibrary@gmail.com) **Monthly Poetry Showcase :**  
Last Fridays of the month @6 PM In the Education Room AND on ZOOM (email  
Jillian for link) \*Publisher for *The Catch*

**Jude Willis** [Projects@cordovalibrary.org](mailto:Projects@cordovalibrary.org) **Digital Services:** Stop by or call the  
library to schedule an appointment. Featured workshops will be announced.



**THE CORDOVA LIBRARY RECEIVED A FY2022 AMERICAN RESCUE PLAN GRANT – FEDERAL AWARD FOR \$23,000.00  
(DIGITAL SERVICES LIBRARIAN, DIGITAL SERVICES PROGRAMS-MATCHING GRANT) JUDE WILLIS FILLED THIS POSITION!**



Jude is available to help with electronic devices, online resources, printing and more. Drop in or by appointment  
Tuesdays 12-7pm Wednesday & Thursday 10-4 Friday 10-3. Workshops will be advertised. Held on Tuesdays



**AUGUST 19TH**  
**6-7PM @ THE LIBRARY**  
**FREE**  
**ONLINE RESOURCES WORKSHOP**  
Cordova, Alaska

Bring your own **device** and join us in the Ed Room. We'll help connect you to our WIFI and learn about Alaska Digital Network and other **online resources** we have available through the Cordova Public Library.

**LIBBY APP**  
**E-BOOKS**  
**ONLINE CATALOG**  
**SLED DATABASE**  
**AUDIO BOOKS**

INSTITUTE of Museum and Library SERVICES

**September 13th**  
**6-7pm @ the library**  
**STUDENT RESOURCES WORKSHOP**  
Cordova, Alaska

Students, parents, educators (and anybody else)! Join us in the Ed Room where we'll show you how to access **Live Homework Help**, along with other online resources that will make this school year a breeze.

**LIVE HOMEWORK HELP**  
**AND MORE...**

INSTITUTE of Museum and Library SERVICES

**UPCOMING**  
**OCTOBER 26th**  
**6-7PM @ the Library**  
**SLED DATABASE WORKSHOP**  
Cordova, Alaska

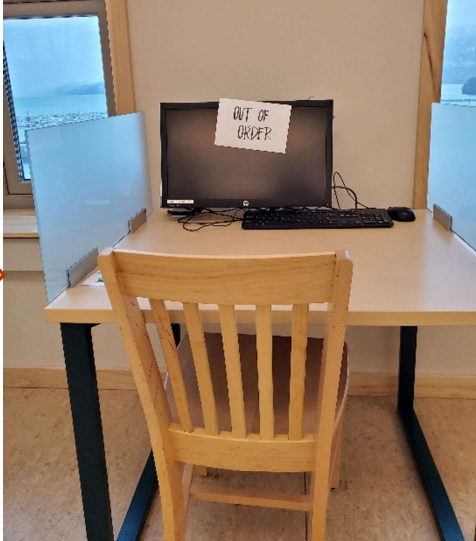
Join us at the Cordova Public Library on October 26th for a deep-dive into the SLED Database. We'll guide you through accessing the many free online resources we have through the library.

- Student Resources K-College
- Alaska's Digital Archives
- Language Learning

INSTITUTE of Museum and Library SERVICES

The State Library, Archives, and Museum Awarded a FY2022 **Federal ARPA** grant in the amount of **\$25,684** for the **Cordova Library digital equipment upgrade.**

No  
longer  
out of  
order



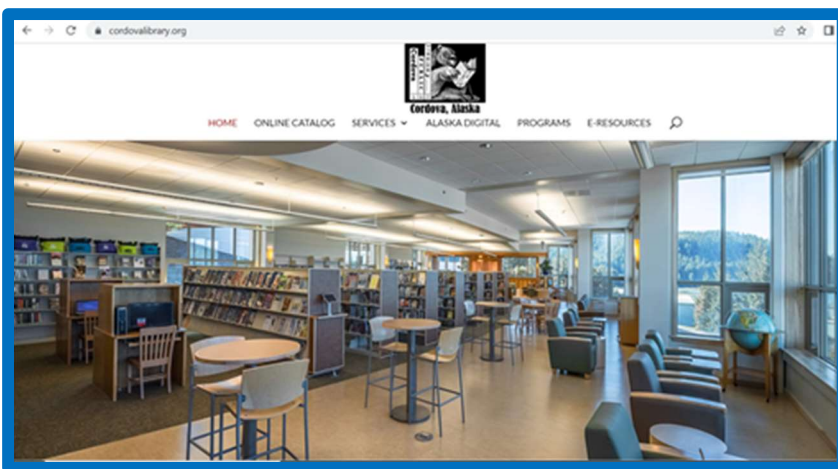
Ordered in December the New Computers were finally installed in June and July.

This grant provided the Cordova Library.

6 new patron computers  
1 front desk workstation  
2 Laptops  
Installation and Software

*This grant is complete, and the final reports submitted.*

The State Library Awarded the Cordova Library an **ARPA Easy Grant** in the amount of **\$6,000.00** (Website re-build, staff training, and replacement books)



Visit our new website.

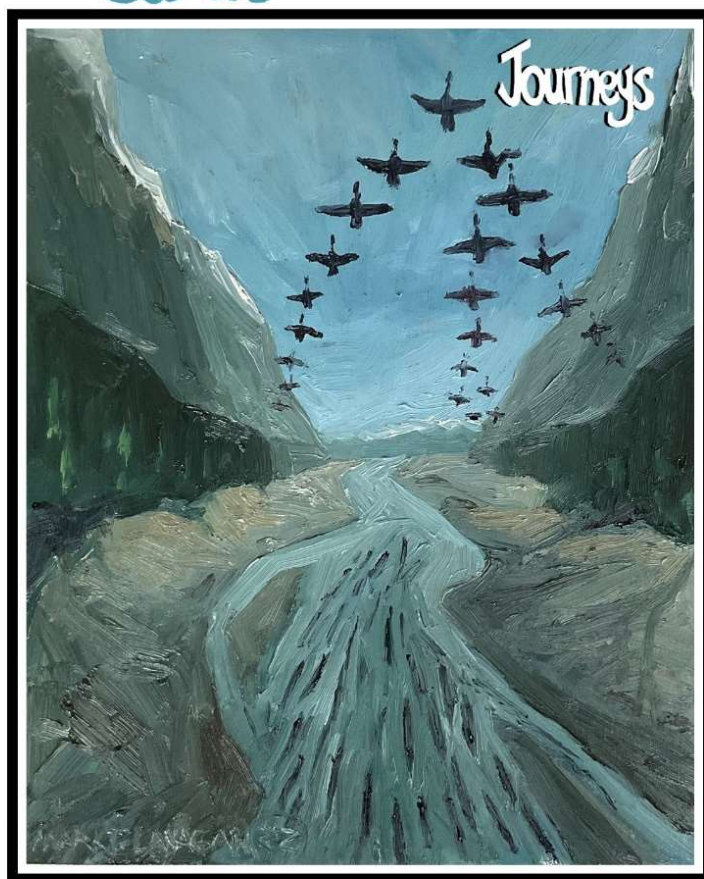
[www.cordovalibrary.org](http://www.cordovalibrary.org)

*THIS GRANT IS COMPLETE, AND THE FINAL REPORTS SUBMITTED.*



The Fall Edition of the Catch is out with 48 contributing local artists (includes 15 student entries).

Check it out online for free or pick up a printed copy at the library for a minimum 5-dollar donation to Friends of the Library.



*Termination Dust // Oil Painting by Mark Flanagan — F/V Cadillac*

CORDOVA PUBLIC LIBRARY AND THE FRIENDS OF THE LIBRARY ARE PLEASED TO INVITE THE COMMUNITY TO:

# A CELEBRATION FOR SALLY'S GARDEN

The family of Sally Campbell will be cutting the ribbon to officially dedicate the library garden.

FAMILY FRIENDLY, HEALTHY GARDEN SNACKS

Join us on Wednesday, August 24th at NOON - rain or shine!

The weather did not cooperate for a Garden Party. The celebration took place at the library fireplace. The community turnout was great! The Campbell family was honored.

**To: Mayor and City Council**  
**From: Paul Trumblee, Fire Marshal**  
**Date: October 11th 2022**

## **CORDOVA VOLUNTEER FIRE DEPARTMENT**

### **Quarterly Report**

In this third quarter of 2022. The Cordova Volunteer Fire Department responded to 62 Emergency Calls for service for a total of 295 member hours. Including emergency calls, the department participated in the regular Thursday night meetings, public education, and other activities for a total of **2704 annual** member hours.

Not included in the total Member Hours are the On-Call Status for EMS and Officer on Duty of **24,960** hours.

Synopsis of notable training during this quarter, heavy lift procedures, hypothermia/ code training, SCBA air management, Diver Certification for 3 members, EMT Skills night, respiratory distress

Please see detail monthly activity sheets attached for more information on fire department activities.

July 2022 ACTIVITIES		Attendance	Hours	Total People Hours
<b>Date</b>	<b>Thursday Meetings</b>			
7/14	Business Meeting	9	1	9
7/21	Heavy Lifting	8	1	8
				<b>17</b>
<b>Date</b>	<b>Public Education Taught</b>			
7/20	CFRC camp	1	2	2
				<b>2</b>
<b>Date</b>	<b>Other Activities</b>			
7/4	4th of July	5	5	25
7/16	Salmon Jam marathon	2	9	18
7/16	Salmon Jam- Small Fry	2	2	4
7/20	Fire Pre Plan- RFSP	2	1	2
7/20	Wildlife assist	1	1	1
7/20	Fire Pre Plan- RFSP	2	1	1
7/28	Wildlife assist	1	1	1
				<b>52</b>
<b>Date</b>	<b>Fire Runs</b>			
7/17	22-020 - Fuel leak	1	1	1
7/23	22-021- Propane leak	1	2	2
7/27	22-022 - Oil Fire	7	2	14
				<b>17</b>
<b>Date</b>	<b>Ambulance Runs</b>			
7/1	22-079 - Fall Injury	3	1	3
7/4	22-080 - Passed out person	3	2	6
7/4	22-081 - Weakness	2	3	6
7/7	22-082 - Fall/Confused	3	1	3
7/10	22-083 - Biker hit by bear	6	2	12
7/12	22-084 - Unable to walk	5	1	5
7/16	22-085 - Lift assist	1	1	1
7/17	22-086 - Medical Transport	3	2	6
7/19	22-087 - General Weakness	2	1	2
7/19	22-088 - Low BP	3	1	3
7/19	22-089 - Medical Transport	3	1	3
7/21	22-090 - Medical Transport	4	2	8
7/21	22-091 - Prisoner in jail	2	1	2
7/23	22-092 - Medical Transport (cancelled)	2	1	2
7/25	22-093 - Unconscious	3	2	6
7/26	22-094 - Medical Transport (no trans.)	2	1	2
7/26	22-095 - Medical Transport	2	2	4
7/27	22-096 - Medical Transport	2	2	4
7/28	22-097 - Grand Mal Seizure	2	1	2
7/29	22-098 - Fainting	2	1	2
7/30	22-099 - Transport	2	2	4
7/31	22-100 - Deceased patient	4	2	8
				<b>94</b>
<b>Total hours for the month of July</b>				<b>182</b>

August 2022 ACTIVITIES		Attendance	Hours	Total People Hours
	<b>Thursday Meetings</b>			
8/4	Training- Inventory	10	2	20
8/11	Business Meeting	13	2	26
8/18	Training - Hypothermia-Code	10	1	10
8/25	Training - Air management	13	3	39
	<b>Total</b>			<b>95</b>
<b>Date</b>	<b>Public Education Taught</b>			
	<b>Total</b>			<b>0</b>
<b>Date</b>	<b>Other Activities</b>			
8/28	Dive Training	2	5	10
8/29	Dive Training	2	5	10
8/30	Dive Training	2	5	10
8/31	Dive Training	2	5	10
	<b>Total</b>			<b>40</b>
<b>Date</b>	<b>Fire Runs</b>			
8/2	Bidarki Fire Alarm	1	1	1
8/4	Vehicle Rollover	8	3	24
8/5	Fuel Spill	1	1	1
	<b>Total</b>			<b>26</b>
<b>Date</b>	<b>Ambulance Runs</b>			
8/1	Medical Transport	2	2	4
8/1	Intoxicated Individual	2	1	2
8/3	Medical Transport	2	2	4
8/4	Vehicle Rollover- EMS Transport	3	2	6
8/5	Medical Transport	2	4	8
8/6	Lost Consciousness	2	2	4
8/8	Seizures	2	2	4
8/9	Medical Transport	3	2	6
8/10	Medical Transport	2	2	4
8/15	Asthmatic episode	6	2	12
8/16	Medical Transport	2	3	6
8/21	Medical Transport	2	2	4
8/22	Possible Overdose	3	1	3
8/22	Medical Transport	2	2	4
8/24	Unknown- Ferry Terminal	2	2	4
8/26	Medical Transport	2	2	4
8/26	Medical Transport	4	2	8
8/29	Medical Transport	2	2	4
8/30	Medical Transport	2	2	4
8/30	Medical Transport	2	2	4
	<b>Total</b>			<b>99</b>
	<b>Total hours for the month of August</b>			<b>260</b>



TO: City Manager/City Council  
 FROM: Harbormaster Schinella  
 DATE: 10/12/22  
 RE: 3rd Quarter Activity Report Jul – Sept 2022

Annual Stalls Assigned: 680 out of 711 Total Slips 95% Occupancy as of 9/30/22

	<u>Jul</u>	<u>Aug</u>	<u>Sept</u>	<u>Total</u>
Vessels Charged Daily Rate	5	8	2	15
Vessels Charged Monthly Rate	4	3	1	8
Vessels Impound Status	4	4	4	12

Port Arrivals:				
Shoreside	2	2	1	5
Samson Tug & Barge	3	3	4	10

	<u>Gallons</u>
Used Oil Collected (Jan-Sept)	13465
Used Oil Delivered (Jan-Sept)	3800
Used oil shipped out (Jan-Sept)	5300

1 Vessels Towed  
 3 Vessels Pumped  
 3 Vessel Bilges Pumped

### GENERAL ACTIVITIES

- South Harbor Project team held a two day onsite Pre-proposal meeting with possible contractors for the South Harbor Project
- South Harbor Project RFP is being advertised
- Weekly South Harbor Project meetings
- I attended the Harbormaster Conference in Anchorage
- Changed oil and filter in all three hoists
- Conducted 132 vessels lifts YTD
- Electrician re-wired 5 slips in the South Harbor
- USCG Valdez conducted the annual inspection of our Facility Security Plan. All Sat
- Rebuilt 3 South Harbor stalls for J and K float
- Sent three employees to Fall Protection and Scissor Lift training
- Changed oil in all snowblowers
- Adjusted Travelift drive chains
- Purchased and installed new set of lifting straps for Travelift
- Replaced a section of missing siding on Harbormaster building
- Replaced 3 electrical meters in North Harbor pedestals
- Had garage door serviced and replaced cables ordered new springs

- Four call outs for reports of vessel alarms, Water leaks and electrical issue
- Spread truck load of gravel behind office to fill potholes
- Attended City Council meetings
- Installing new security camera system around office
- Installed new door seals on shop doors
- Delivered 3000 gals of used oil to City Shop YTD
- Delivered 800 gals of used oil to High School YTD
- Collected 13465 gals of used oil/oily water YTD
- Sent out Monthly moorage and storage invoice
- Assisted Geotechnical drilling company by removing decking sections on 1-3 approaches
- We will be pulling North ramp floating dock mid Oct
- Planning to shut off water no later than mid Oct
- Working on budget and capital budget
- Conducted 18 hours of security detail for Samson barge offloads
- Cleaned shop
- Daily cleaning of harbor restrooms
- Travelift operator training with personnel

## **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](mailto: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](mailto: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.





THE STATE  
of ALASKA  
GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community,  
and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

550 West Seventh Avenue, Suite 1640  
Anchorage, AK 99501  
Main: 907.269.4501 / 907.269.4581  
Programs fax: 907.269.4539

September 30, 2022

City of Cordova  
Office of the Mayor  
PO Box 1210  
Cordova, AK 99574

Re: 2022 Full Value Determination

Dear Sir or Madam,

As required by AS 14.17.510 (Public Schools Foundation Program), the Department of Commerce, Community, and Economic Development has determined that, as of January 1st of the current year, the full and true value of taxable real and personal property within your municipality is as follows:

Real Property:	\$300,443,201
Personal Property:	\$99,940,241
State Assessed Property (AS 43.56):	\$12,485,310
Total:	<hr/> \$412,868,752

This full value determination is a final determination of the Department of Commerce, Community, and Economic Development. Pursuant to AS 14.17.510(a) and Alaska Rule of Appellate Procedure 602(a)(2), you have thirty days to appeal this determination to superior court. If you have any questions concerning this full value determination, please contact our office at (907) 269-4605.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Caissie".

Joseph Caissie,  
State Assessor



## COMMUNITY INPUT NEEDED

The State of Alaska is updating the 2018 Hazard Mitigation Plan (HMP) and we need your input. Over the next few months, we will re-assess risk posed by natural hazards on the people and infrastructure throughout the state, and identify strategies to protect them from future disasters.

Our current HMP identifies the following hazards: earthquakes, flooding, ground failure, tsunami/seiche, volcanic eruptions, severe weather, wildland fires and the cryosphere, including permafrost degradation and climate change. FEMA has updated their requirements to also include dam failure in this update.

If you live or work in Alaska, we would appreciate your input to help us better understand the hazards that are of concern to you and your community.



*Scan the link below or follow this link to participate in the HMP survey:*

<https://www.surveymonkey.com/r/QLWRCVC>

To learn more about the 2018 HMP, please visit the State's website here:

<https://www.ready.alaska.gov/Mitigation/SHMP>

To learn more about hazard mitigation planning, please visit FEMA's website here:

<http://www.fema.gov/mitigation-planning-laws-regulations-guidance>



**SCAN FOR LINK TO HMP SURVEY:**

## **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

### October 19, 2022 Regular Council Meeting

#### A. Future agenda items - topics put on PA with no specific date for inclusion on an agenda initially put on or revisited

- |   |           |
|---|-----------|
| 1) Plan/schedule for departmental site visits/work sessions/state of the dept reporting                             | 3/17/2021 |
| 2) Ordinance change ( <b>Title 4</b> ) 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 2022   | 11/4/2020 |
| 5) City Manager authority re: purchases/contracts and whether budgeted/unbudgeted - <b>new finance director</b>     | 2/19/2020 |
| 6) Council discussion/direction to Planning and Zoning Commission re sale of City owned residential lots            | 11/3/2021 |
| * this to occur in 2022 when Planning Commission begins work on land disposal maps                                  |           |
| 7) Council discussion about incentives for investment in Cordova  | 11/3/2021 |
| 8) Revenues/financial planning/sales tax cap discussion   | 12/1/2021 |
| 9) Res to legislature supporting adoption of stricter punishment for drug sales that cause overdose deaths          | 6/15/2022 |
| 10) Joint Work Session with Harbor Commission when City Project Team deems it necessary                             | 7/6/2022  |
| 11) Code update of Chapter 5.40 Sales Tax   | 8/3/2022  |
| 12) Alaska Mariculture Alliance - city rep appointment after bylaw changes - update from Mayor                      | 9/21/2022 |

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

- |   |            |
|---|------------|
| 1) <b>Res 03-22-05</b> adopting 2022 land disposal maps-referred until amendments to 5.22 come before Council       | 3/2/2022   |
| 5.22 amendments via ord 1202 will be effective end 10/22 - will approve new land maps 1/23                          |            |
| 2) <b>Disposal of PWSSC Bldg</b> - referred until more of a plan for north harbor so the term of RFP would be known | 1/19/2022  |
| 3) <b>Res 11-21-42</b> placing ballot prop to change Council seats to undesignated (after 2022 state election)      | 11/17/2021 |
| 4) <b>Res 03-21-13</b> support for snow avalanche and landslide hazards assessment                                  | 3/17/2021  |
| 5) Disposal of <b>ASLS 79-258</b> - motion to put out for proposals was referred to staff after an e.s.             | 9/16/2020  |
| 6) <b>Res 05-20-18</b> re CCMC sale committee   | 5/6/2020   |
| 7) <b>Res 12-18-36</b> re E-911, will be back when a plan has been made   | 12/19/2018 |

#### C. Upcoming Meetings, agenda items and/or events: with specific dates

- 1) Capital Priorities List Resolution (03-22-03) 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: some are in 4/20/22 others will be in 5/4/22 packet for 1Q

<b>10/19/2022</b>	<b>1/18/2023</b>	<b>4/19/2023</b>	<b>7/20/2023</b>
-------------------	------------------	------------------	------------------
- 3) Joint City Council and School Board Meetings - twice per year, April & October  

6pm before Council mtg **5/3/2023**
6pm @ CHS before Sch Bd mtg **Oct. or Nov. 2022**
- 4) Clerk's evaluation - each year in **Feb** (before Council changeover after election) - next **Feb '23**
- 5) Manager's evaluation - each year in **Jan** - next one Jan '23
- 6) In May each year City will provide public outreach regarding beginning of bear season photo by Wendy Ranney
- 7) Council worksession about housing shortage/progress staff has made towards solutions - **Jan 23**



#### D. Council adds items to Pending Agenda in this way:

item for action	tasking which staff: Manager/Clerk?	proposed date
1) ...		
2) ...		
3) ...		

Mayor Allison 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

### October 19, 2022 Regular Council Meeting

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

- |  |  |   |
|--|--|---|
| <b>1) Fisheries Advisory Committee:</b><br>re-auth res 01-20-04 approved Jan 15, 2020<br>auth res 04-03-45 approved Apr 16, 2003         | 1-John Williams (fisheries educ/Mar Adv Prgm)<br>3-vacant (processor rep)<br>5-Chelsea Haisman (fish union/CDFU) | 2-Jeremy Botz (ADF&G)<br>4-Jim Holley (marine transportation/AML)<br>6-Tommy Sheridan (aquaculture) |
| <b>2) Cordova Trails Committee:</b><br>re-auth res 11-18-29 app 11/7/18<br>auth res 11-09-65 app 12/2/09                                 | 1-Elizabeth Senear<br>3-Dave Zastrow<br>5-Wendy Ranney   | 2-Toni Godes<br>4-Ryan Schuetze<br>6-Michelle Hahn  |
| <b>3) Fisheries Development Committee:</b><br>authorizing resolution 12-16-43<br>reauthorization via Res 11-19-51<br>approved 11/20/2019 | 1-Warren Chappell<br>4-Gus Linville<br>7- Ron Blake  | 2-Andy Craig<br>5-vacant<br>8- John Whissel   |
|  |  | 3-Bobby Linville<br>6-Bob Smith   |

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

- |  |  |                              |
|--|--|------------------------------|
| <b>1) Prince William Sound Regional Citizens Advisory Council</b><br><br><b>Robert Beedle</b>      | re-appointed March 2022<br>re-appointed March 2020<br>re-appointed June 2018<br>re-appointed March 2016<br>re-appointed March 2014<br>appointed April 2013 | 2 year term until March 2024 |
| <b>2) Prince William Sound Aquaculture Corporation Board of Directors</b><br><br><b>Tom Bailer</b> | re-appointed October 2021<br>re-appointed October 2018<br>appointed February 2017-filled a vacancy   | 3 year term until Sept 2024  |

**CITY OF CORDOVA, ALASKA  
RESOLUTION 03-22-03**

**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
  - a. Extend City water supply to 6-mile
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. 6<sup>th</sup> & 7<sup>th</sup> Streets sidewalk/drainage project
  - c. Ferry terminal sidewalk
  - d. General street and sidewalk improvements

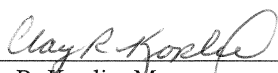
and;

**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.

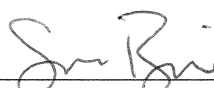
**NOW, THEREFORE, BE IT RESOLVED THAT** the Council of the City of Cordova, Alaska, hereby designates and prioritizes the above listed projects as Capital Improvement projects.

**PASSED AND APPROVED THIS 2<sup>nd</sup> DAY OF MARCH 2022**





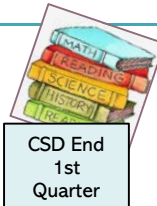

  
Clay R. Koplin, Mayor

ATTEST:

  
Susan Bourgeois, CMC, City Clerk





# October 2022

CALENDAR MONTH **OCTOBER**  
CALENDAR YEAR **2022**  
1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
25	26	27	28	29	30	1	
		<div>HISPANIC/LATINX HERITAGE MONTH</div> <div>Sept 15 - Oct 15</div>			<div>POSTSEASON</div>		
2	3	4		6	7	8	
	<div></div> <div>Indigenous Peoples Day CSD Holiday</div>		<div>7:00 Council reg mtg CCAB</div>				
9	10	11	12	13	14	15	
		<div>6:30 P&amp;Z CCAB</div>	<div>6:00 Harbor Cms CCM 7:00 Sch Bd HSL</div>				
16	17	18	19	20	21	22	
		<div></div> <div>Alaska Day Holiday City Offices closed</div>	<div>6:30 Council work session CCAB 7:00 Council reg mtg CCAB</div>		<div></div> <div>CSD End 1st Quarter</div>		
23	24	25	26	27	28	29	
		<div>----- absentee voting @ Cordova Center Atrium Oct 24 - Nov 7 M-F 8a-4:30p -----</div>					
		<div>6:00 P&amp;R CCM</div>		<div>6:00 CCMCAB HCR</div>			
			<div>6:00 CEC Board Meeting</div>				
30	31	<div>Notes</div> <div>Legend: CCAB-Community Rms A&amp;B HSL-High School Library</div> <div>CCA-Community Rm A CCB-Community Rm B CCM-Mayor's Conf Rm CCER-Education Room</div> <div>LN-Library Fireplace Nook CRG-Copper River Gallery HCR-CCMC Conference Room</div> <div>Cncl - 1st &amp; 3rd Wed P&amp;Z - 2nd Tues SchBd, Hrb Cms - 2nd Wed CTC - 3rd Tues P&amp;R - last Tues CEC - 4th Wed CCMCA Bd - last Thurs</div>					
	<div></div>						

# November 2022

CALENDAR MONTH **NOVEMBER**  
CALENDAR YEAR **2022**  
1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2	3	4	5
----- absentee voting @ Cordova Center Atrium Oct 24 - Nov 7 M-F 8a-4:30p -----						
6	7	8	9	10	11	12
			6:00 Council work session CCAB 7:00 Council reg mtg CCAB		Veteran's Day Holiday City Offices closed 	
13	14	15	16	17	18	19
		6:30 P&Z CCAB	6:00 Council work session CCAB 7:00 Council reg mtg CCAB 6:00 Harbor Cms CCM 7:00 Sch Bd HSL			
20	21	22	23	24	25	26
			6:00 Council work session CCAB 7:00 Council reg mtg CCAB			
27	28	29	30	1	2	3
			6:00 CEC Board Meeting	6:00 CCMCAB HCR	Thanksgiving Holiday City Offices closed 11/24 & 11/25 	
4	5					
		6:00 P&R CCM				

## Notes

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

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

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

Cncl - 1st & 3rd Wed  
P&Z - 2nd Tues  
SchBd, Hrb Cms - 2nd Wed  
CTC - 3rd Tues  
P&R - last Tues  
CEC - 4th Wed  
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
<b>Mayor:</b>	<b>David Allison</b>	March 1, 2022	March-25
3 years	<a href="mailto:Mayor@cityofcordova.net">Mayor@cityofcordova.net</a>		
Council members:			
<b>Seat A:</b>	<b>Tom Bailer, Vice Mayor</b>	March 1, 2022	March-25
3 years	<a href="mailto:CouncilSeatA@cityofcordova.net">CouncilSeatA@cityofcordova.net</a>	March 5, 2019	
<b>Seat B:</b>	<b>Cathy Sherman</b>	March 3, 2020	March-23
3 years	<a href="mailto:CouncilSeatB@cityofcordova.net">CouncilSeatB@cityofcordova.net</a>		
<b>Seat C:</b>	<b>Jeff Guard</b>	Mar 3, 2020	March-23
3 years	<a href="mailto:CouncilSeatC@cityofcordova.net">CouncilSeatC@cityofcordova.net</a>	Mar 5, 2017	
<b>Seat D:</b>	<b>Melina Meyer</b>	March 2, 2021	March-24
3 years	<a href="mailto:CouncilSeatD@cityofcordova.net">CouncilSeatD@cityofcordova.net</a>	March 6, 2018	
<b>Seat E:</b>	<b>Anne Schaefer</b>	March 2, 2021	March-24
3 years	<a href="mailto:CouncilSeatE@cityofcordova.net">CouncilSeatE@cityofcordova.net</a>	March 6, 2018	
		December 6, 2017	elected by cncl
<b>Seat F:</b>	<b>Kristin Carpenter</b>	March 1, 2022	March-25
3 years	<a href="mailto:CouncilSeatF@cityofcordova.net">CouncilSeatF@cityofcordova.net</a>		
<b>Seat G:</b>	<b>Ken Jones</b>	March 1, 2022	March-25
3 years	<a href="mailto:CouncilSeatG@cityofcordova.net">CouncilSeatG@cityofcordova.net</a>		

## Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	<b>Barb Jewell</b>	Mar 1, 2022, Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-25
	<a href="mailto:bjewell@cordovasd.org">bjewell@cordovasd.org</a>		
3 years	<b>Henk Kruithof</b>	March 2, 2021	March-24
	<a href="mailto:hkruithof@cordovasd.org">hkruithof@cordovasd.org</a>		
3 years	<b>Terri Stavig</b>	March 1, 2022	March-25
	<a href="mailto:tstavig@cordovasd.org">tstavig@cordovasd.org</a>		
3 years	<b>Peter Hoepfner</b>	Mar 7, 2006, Mar 3, 2009, Mar 6, 2012, Mar 3, 2015, Mar 6, 2018, Mar 2, 2021	March-24
	<a href="mailto:phoepfner@cordovasd.org">phoepfner@cordovasd.org</a>		
3 years	<b>Sheryl Glasen, president</b>	Mar 4, 2014, Mar 7, 2017, Mar 3, 2020	March-23
	<a href="mailto:saglasen@cordovasd.org">saglasen@cordovasd.org</a>		

seat up for re-election in 2023

**vacant**

board/commission chair

seat up for re-appt in Nov 22

# 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	<b>Linnea Ronnegard, Chair</b> <a href="mailto:CCMCBoardSeatC@cdvcmc.com">CCMCBoardSeatC@cdvcmc.com</a>	Mar 6, 2018, Mar 2, 2021	March-24
3 years	<b>Ann Linville</b> <a href="mailto:CCMCBoardSeatA@cdvcmc.com">CCMCBoardSeatA@cdvcmc.com</a>	March 1, 2022	March-25
3 years	<b>Chris Iannazzone</b> <a href="mailto:CCMCBoardSeatB@cdvcmc.com">CCMCBoardSeatB@cdvcmc.com</a>	March 24, 2022	term until 3/25 but up for 2-yr trm 3/23 <u>March-23</u>
3 years	<b>Liz Senear</b> <a href="mailto:CCMCBoardSeatD@cdvcmc.com">CCMCBoardSeatD@cdvcmc.com</a>	March 2, 2021	March-24
3 years	<b>Kelsey Appleton Hayden</b> <a href="mailto:CCMCBoardSeatE@cdvcmc.com">CCMCBoardSeatE@cdvcmc.com</a>	March 3, 2020	March-23

## Library Board - Appointed

length of term		Date Appointed	Term Expires
3 years	<b>Mary Anne Bishop, Chair</b>	Nov '06, '10, '13, '16 & '19	November-22
3 years	<b>Debra Adams</b>	Dec '21	November-24
3 years	<b>Sherman Powell</b>	June '18, Feb '20	November-22
3 years	<b>Arisa Pearson</b>	December-20	November-23
3 years	<b>Krysta Williams</b>	Feb '18, Dec '20	November-23

## Planning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	<b>Nancy Bird, Chair</b>	Nov '16, '19	November-22
3 years	<b>Mark Hall, Vice Chair</b>	Nov '19	November-22
3 years	<b>Sarah Trumblee</b>	Dec '20	November-23
3 years	<b>Tania Harrison</b>	Mar '22	November-24
3 years	<b>Tom McGann</b>	Feb '21	November-23
3 years	<b>Chris Bolin</b>	Sep '17, Nov '18 Dec '21	November-24
3 years	<b>Trae Lohse</b>	Nov '18, Dec '20	November-23

seat up for re-appt in Nov 22

**vacant**

seat up for re-election in 2023

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, Chair	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	Christa Hoover	Dec '21	November-24
3 years	Dave Glasen	Sept '22	November-24
3 years	Tommy Sheridan	Sept '22	November-24

## Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney, Chair	Aug '14, Nov '15, Nov '18, Dec '21	November-24
3 years	Henk Kruithof	Nov '19	November-22
3 years	Aaron Hansen	Dec '21	November-24
3 years	Kirsti Jurica	Nov '18, Dec '21	November-23
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, professional member	Aug '16, Nov '19	November-22
3 years	Heather Hall, professional member	Aug '16, Feb '20	November-22
3 years	Sylvia Lange, NVE member	Nov '19	November-22
3 years	Christy Mog, professional member	Apr '22	November-23
3 years	Wendy Ranney, historical society member	Nov '18, Dec '21	November-24
3 years	Nancy Bird, PC member	Nov '17, Nov '18 Dec '21	November-24
3 years	Jim Casement, public member	Nov '17, Dec '20	November-23

seat up for re-election in 2023

**vacant**

board/commission chair

seat up for re-appt in Nov 22