

Mayor
David Allison

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

Interim City Manager
Samantha Greenwood

City Manager
Helen Howarth

City Clerk
Susan Bourgeois

Deputy Clerk
Tina Hammer

Regular City Council Meeting
April 3, 2024 @ 7:00pm
Cordova Center Comm Rooms



A. Call to order

B. Invocation, pledge of allegiance

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

C. Roll call

Mayor David Allison, Council members Tom Bailer, Cathy Sherman, Kasey Kinsman, Wendy Ranney, David Zastrow, Kristin 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 - none
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (Hospital Board, School Board, etal)
4. Student Council Report - none

G. Approval of Consent Calendar

5. Minutes: none
6. Resolution 04-24-15..... (page 1)

A resolution of the Council of the City of Cordova, Alaska authorizing the conveyance of an approximately 2,847 square foot portion of ATS 220 to Seawan Gehlbach & Andrew Craig

7. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of unexcused absence of Council member Cathy Sherman from the March 20, 2024 Regular Meeting

H. Approval of Minutes – in Consent Calendar

I. Consideration of Bids/Proposals/Contracts – none

J. Reports of Officers

8. Mayor's Report
9. City Manager's Report
 - a. South Harbor Rebuild, project update, **Collin Bronson**
10. City Clerk's Report

K. Correspondence..... (see primer for description page 23)

11. 03-21-24 letter from D. Zastrow resignation from Parks & Rec Commission..... (page 24)
12. 03-22-24 letter from S. Magallanes resignation from Parks & Rec Commission..... (page 25)

L. Ordinances and Resolutions

13. Ordinance 1216..... (voice vote)(page 26)
An ordinance of the Council of the City of Cordova, Alaska, accepting and appropriating \$20 Million awarded to the City through the “Rebuilding American Infrastructure with Sustainability and Equity” grant for completion of the South Harbor Rebuild Project and authorizing a borrowing in anticipation of the receipt of these funds in the aggregate principal amount of not to exceed \$3,000,000 to finance South Harbor Rebuild Project costs – 1st reading
14. Resolution 04-24-14..... (voice vote)(page 30)
A resolution of the Council of the City of Cordova, Alaska authorizing specific officers of the City of Cordova as signers of City checks, vouchers, notes, and other documents
15. Resolution 04-24-16..... (voice vote)(page 32)
A resolution of the Council of the City of Cordova, Alaska adopting the 2024 Land Disposal Maps
16. Resolution 04-24-17..... (voice vote)(page 62)
A resolution of the Council of the City of Cordova, Alaska supporting the 2024 Port Infrastructure Development Program (PIDP) Grant application for the “Cordova North Harbor Efficiency and Resiliency Project”

M. Unfinished Business - none

N. New & Miscellaneous Business

17. Council election of a member to serve as Vice Mayor..... (page 70)
18. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 72)

O. Audience Participation

P. Council Comments

Q. Executive Session

19. Council discussion of City Financial Software matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the City
20. Council discussion of City Manager Contract terms and Interim City Manager contract terms, matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the City

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

R. Adjournment

Executive Sessions per Cordova Municipal Code 3.14.030

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

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



AGENDA ITEM # 6
City Council Meeting Date: 4/3/24
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, City Planner

DATE: 3/28/24

ITEM: Resolution 04-24-15 Purchase and Sale Agreement for a portion of ATS 220 adjacent to Lot 10A, Block 2, South Fill Development Park

NEXT STEP: Resolution 04-24-15

ORDINANCE
 RESOLUTION

INFORMATION
 MOTION

I. REQUEST OR ISSUE:

Requested Actions: Make Decision on Disposal and Disposal Method
Applicant: Andy Craig and Seawan Gehlbach
Legal Description: See attached Purchase and Sale Agreement
Area: Approximately 2,847 Sq. Ft.
Zoning: Tidelands / Waterfront Commercial Park District/ Business District
Attachments: Resolution 04-24-15; Purchase and Sale Agreement; Preliminary Plat

II. RECOMMENDED ACTION / NEXT STEP: Staff has provided the following suggested motion:
“I move to approve Resolution 04-24-15”

III. FISCAL IMPACTS: The city would receive the money from the sale of the property and the property would become part of the city’s tax base increasing property tax collection in the future.

IV. BACKGROUND INFORMATION: Andy Craig and Seawan Gehlbach have submitted a Letter of Interest to purchase a portion of ATS 220 adjacent to their property, 707 Railroad Avenue, for the purpose of creating access to the west side of their lot. This will allow for them to do maintenance to stabilize the slope behind their house as well as have a usable yard area. They would fill this portion of tideland.

Harbor Commission reviewed this request at their 6/13/23 meeting and approved a motion to “recommend to City Council to dispose of a portion ATS 220 roughly 4,000 square feet in size as outlined in Cordova Municipal Code 5.22.060 B by (option one) negotiating an agreement with Andy Craig and Seawan Gehlbach to lease or purchase the property.”

Planning Commission reviewed the request at their 7/11/23 meeting and approved a motion to “recommend to City Council to dispose of a portion ATS 220 roughly 4,000 square feet in size as outlined in Cordova Municipal Code 5.22.060 B by (option one) negotiating an agreement with Andy Craig and Seawan Gehlbach to lease or purchase the property.”

City Council reviewed the request at their 9/6/23 meeting and approved a motion, based off of their review and the recommendations of the commissions, to direct staff to enter into negotiations with Seawan Gehlbach and Andrew Craig for the Property in accordance with Section 5.22.060(B) of the Cordova Municipal Code.

Following the 9/6/23 meeting staff began negotiations with the applicants. This included engaging an appraiser to help determine fair market value of the land. Fair market value was determined to be \$6,000. A survey was also engaged to survey the requested land and to prepare a plat that will be recorded at the time the deed to the land is transferred.

VI. LEGAL ISSUES: The Purchase and Sale Agreement has been reviewed by the City’s legal counsel and has been giving the okay.

VII. SUMMARY AND ALTERNATIVES: City Council could choose to approve the Purchase and Sale Agreement as presented, direct staff to amend the agreement, or choose not to sell the property at all.

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-24-15**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CONVEYANCE OF AN APPROXIMATELY 2,847 SQUARE FOOT
PORTION OF ATS 220 TO SEAWAN GEHLBACH AND ANDREW CRAIG**

WHEREAS, Seawan Gehlbach and Andrew Craig submitted a letter of interest to purchase a portion of ATS 220 (“Property”) from the City of Cordova (“City”); and

WHEREAS, the Harbor Commission at its June 13, 2023 meeting recommended that City Council authorize the sale of the Property to Seawan Gehlbach and Andrew Craig for the use and purpose provided in their letter of interest ; and

WHEREAS, the Planning Commission at its July 11, 2023 meeting recommended that City Council authorize the sale of the Property to Seawan Gehlbach and Andrew Craig for the use and purpose provided in their letter of interest ; and

WHEREAS, the City Council at its September 6, 2023 meeting, based upon its review of the letter of interest along with the Harbor and Planning Commission’s recommendation, directed city staff to enter into negotiations with Seawan Gehlbach and Andrew Craig 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 Seawan Gehlbach and Andrew Craig, would be beneficial to and in the best interests of the City by allowing for access to the property to stabilize the hillside thus protecting the existing home above;

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 Seawan Gehlbach and Andrew Craig. 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 3rd DAY OF APRIL 2024

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 April ____, 2024 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller" or the "City"), whose address is P. O. Box 1210, Cordova, Alaska 99574, and Seawan Gehlbach & Andrew Craig ("Purchaser"), whose address is P.O. Box 2465, Cordova, AK 99574

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, a roughly 2,847 square foot Portion of ATS 220, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

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

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

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

1. Purchase and Sale. Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to that certain real Property located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property"). The legal description is subject to review and approval by the Title Company (hereinafter defined), and may be modified by the Title Company, and which modified description shall be incorporated into this Agreement, and into the Deed delivered under this Agreement.

2. The Purchase Price.

(a) The purchase price for the Property is Six Thousand Dollars and 00/100 Cents (\$6,000.00) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 10 below) as follows:

(1) A Two Thousand Five Hundred and 00/100 Dollars (\$2,500) non-refundable deposit received by Seller on September 28th, 2023 (the "Initial Deposit"). The Initial Deposit shall be applied to the payment of the Purchase Price at Closing, but in no event will it be refunded to Buyer if the sale contemplated by this Agreement does not close for any reason.

(2) The balance of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00), together with all costs incurred by the City in connection with the sale of the Property, including Closing Costs, payable at Closing.

3. Title.

(a) Within ten (10) days following the Effective Date, Seller shall order from Fidelity Title Agency of Alaska, LLC ("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) Unless earlier waived by the Purchaser in writing, 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. Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (1) to terminate this Agreement, or (2) to waive disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event Purchaser elects to terminate this Agreement in accordance with (1) in this subsection, the Deposit, without interest, shall be refunded to Purchaser within thirty (30) days; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

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

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

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

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

6. Conditions Precedent to Closing.

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

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

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

(3) There shall be no uncured breach of any of Purchaser's representations or warranties set forth in Section 5 or elsewhere, or any other breach of this Agreement, as of the date of Closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) General real estate, personal property and ad valorem taxes and assessments, and any improvement or other bonds encumbering the Property, for the

current tax year for the Property. Purchaser is not responsible for delinquent real estate taxes, personal property taxes, ad valorem taxes, or assessments arising prior to Closing.

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

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

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

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

12. Risk of Loss. If prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations

hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit and all interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election of (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 12, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

13. Default.

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

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

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

14. Escrow.

(a) Instructions. Within five (5) business days after execution of this Agreement, Purchaser shall deposit a copy of this Agreement executed by both Purchaser and Seller with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement,

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

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

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

- (1) Deliver to Seller the Purchase Price, including all Closing Costs, after satisfying the prorations and adjustments to be paid by Seller pursuant to Section 9, if any.
- (2) Deliver to Purchaser the Quitclaim Deed by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of Alaska and immediately upon recording delivering to Purchaser a conformed copy of the Quitclaim Deed.
- (3) Deliver to Purchaser any funds deposited by Purchaser, and any interest earned thereon, in excess of the amount required to be paid by Purchaser hereunder.
- (4) Deliver the Title Policy issued by Title Company to Purchaser.

15. Indemnification.

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

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

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

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

This obligation shall survive closing.

16. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchaser: Seawan Gehlbach & Andrew Craig
PO Box 2465
Cordova, AK 99574

Escrow Agent: Fidelity Title Agency of Alaska, LLC
315
C Street, Suite 220 Anchorage, Alaska 99503

Title Company: Fidelity Title Agency of Alaska, LLC
315
C Street, Suite 220
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 ventures, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

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

SELLER: CITY OF CORDOVA

By: _____
Samantha Greenwood, Interim City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

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

Notary Public in and for Alaska
My commission expires: _____

PURCHASER:

By: _____
Seawan Gehlbach

By: _____
Andrew Craig

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this __ day of _____ 2024, 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 _____ 2024, by _____.

Notary Public in and for Alaska
My commission expires: _____

EXHIBIT A
Legal Description of the Property

PARCEL ONE:

A portion of T9A of Alaska Tideland Survey 220, filed for record at the Cordova Recording District, State of Alaska on July 14th, 1970, at Book 1, Pages 86- 90, more particularly described as follows:

Beginning at the Northeast corner of T9A, Alaska Tidelands Survey 220, Recorded on July 14th, 1970, at Book 1, Page 86-90; this corner also being a corner in common with Tract A, Thomas Subdivision, filed as Plat 2021-1 both being records of the Cordova Record District. Thence, along the following four courses:

North 90° 00' 00" West a distance of 28.25',

South 00° 00' 00" East a distance of 51.89',

South 89°56'36"East a distance of 28.30',

North 08°16'00" West a distance of 34.90', Thence;

North 15°57'40" East a distance of 6.40' to a corner, this corner also being in common with Tract A, Thomas Subdivision, filed as Plat 2021-1 Records of the Cordova Recording District.

Thence, North 15°57'40" East a distance of 11.68' to the point of beginning.

Containing 1,338.2 Square Feet or 0.03 Acres more or less.

PARCEL TWO:

A Portion of Tidelands described in Patent from the State of Alaska referred to as Tidelands No. 120, filed at Book 24 Page 316-317 more particularly described as follows:

Commencing at the northeast corner of T9A, Alaska Tidelands Survey 220, Recorded on July 14th , 1970, at Book 1, Page 86 – 90, Cordova Recording District, thence, North 90° 00' 00" West 28.25' to northwest corner of T9A, Alaska Tidelands Survey 220, this corner also being the Point of Beginning.

Thence along the following courses:

North 90° 00' 00" East, a distance of 25.43';

South 12° 27' 14" West a distance of 34.81' to a corner in common with South Fill Development Park, filed as Plat 99-16, Official Records of the Cordova Recording District, thence:

South 24° 23' 22" East a distance of 19.62' along a line in common with South Fill Development Park, to a corner, thence leaving said line along the following courses:

South 89° 56' 30" East a distance of 24.83',

Thence North 90° 00' 00" West a distance 51.89' to the Point of Beginning.

Containing 1,508.6 Square Feet or 0.03 Acres more or less.

EXHIBIT B
Quitclaim Deed

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording, return to:

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

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to Seawan Gehlbach and Andrew Craig, whose address is P.O. Box 2465, all interest which Grantor has, if any, in the following described real property:

PARCEL ONE:

A portion of T9A of Alaska Tidelands Survey 220, filed for record at the Cordova Recording District, State of Alaska on July 14th, 1970, at Book 1, Pages 86- 90, more particularly described as follows:

Beginning at the Northeast corner of T9A, Alaska Tidelands Survey 220, Recorded on July 14th, 1970, at Book 1, Page 86-90; this corner also being a corner in common with Tract A, Thomas Subdivision, filed as Plat 2021-1 both being records of the Cordova Record District. Thence, along the following four courses:

North 90° 00' 00" West a distance of 28.25',

South 00° 00' 00" East a distance of 51.89',

South 89°56'36"East a distance of 28.30',

North 08°16'00" West a distance of 34.90', Thence;

North 15°57'40" East a distance of 6.40' to a corner, this corner also being in common with Tract A, Thomas Subdivision, filed as Plat 2021-1 Records of the Cordova Recording District.

Thence, North 15°57'40" East a distance of 11.68' to the point of beginning.

Containing 1,338.2 Square Feet or 0.03 Acres more or less.

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A Portion of Tidelands described in Patent from the State of Alaska referred to as Tidelands No. 120, filed at Book 24 Page 316-317 more particularly described as follows:

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Thence along the following courses:

North 90° 00' 00" East, a distance of 25.43';

South 12° 27' 14" West a distance of 34.81'to a corner in common with South Fill Development Park, filed as Plat 99-16, Official Records of the Cordova Recording District, thence:

South 24° 23' 22" East a distance of 19.62' along a line in common with South Fill Development Park, to a corner, thence leaving said line along the following courses:

South 89° 56' 30" East a distance of 24.83',

Thence North 90° 00' 00" West a distance 51.89' to the Point of Beginning.

Containing 1,508.6 Square Feet or 0.03 Acres more or less.

DATED this __ day of _____, 2024.

GRANTOR:

CITY OF CORDOVA

Helen Howarth, City Manager

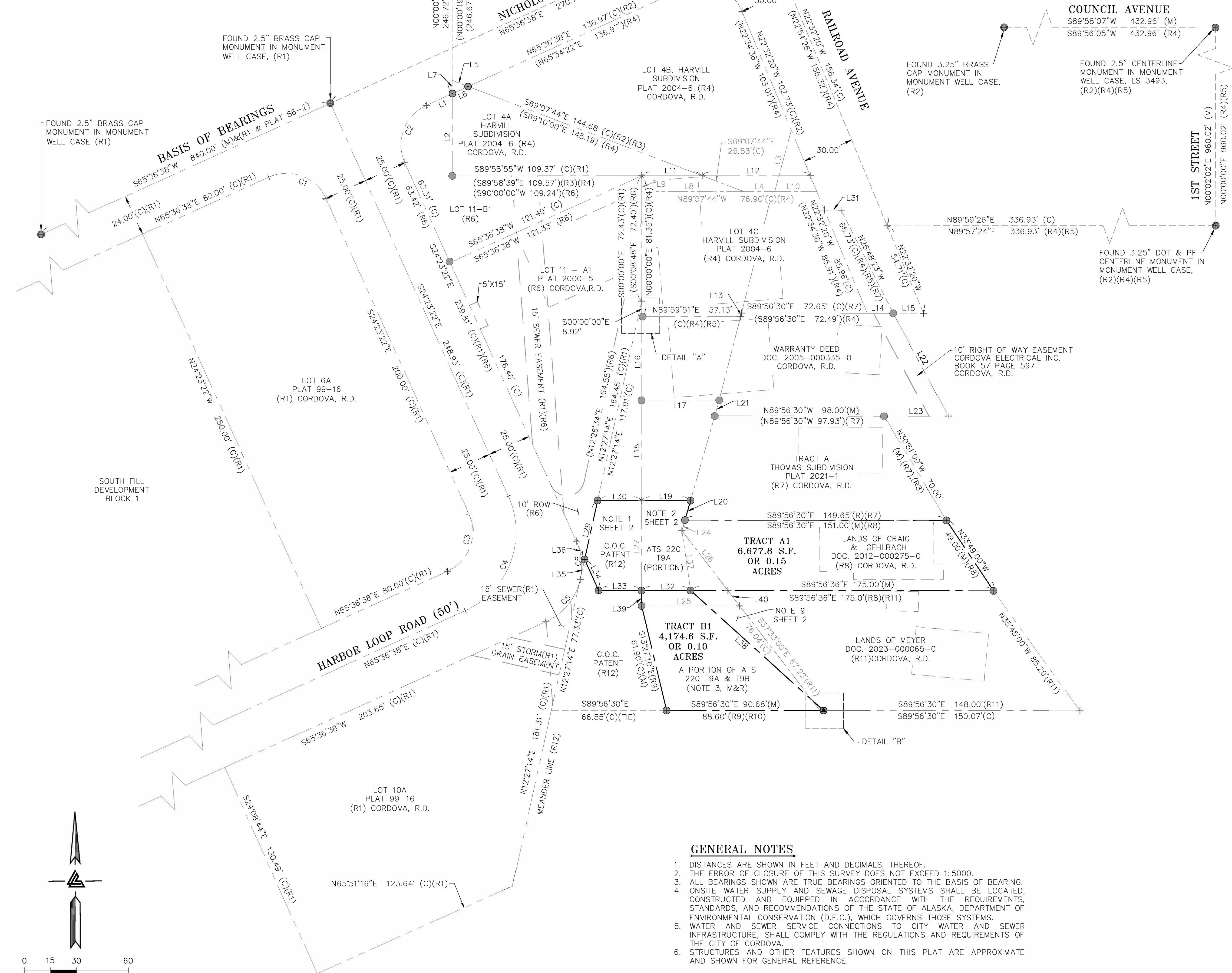
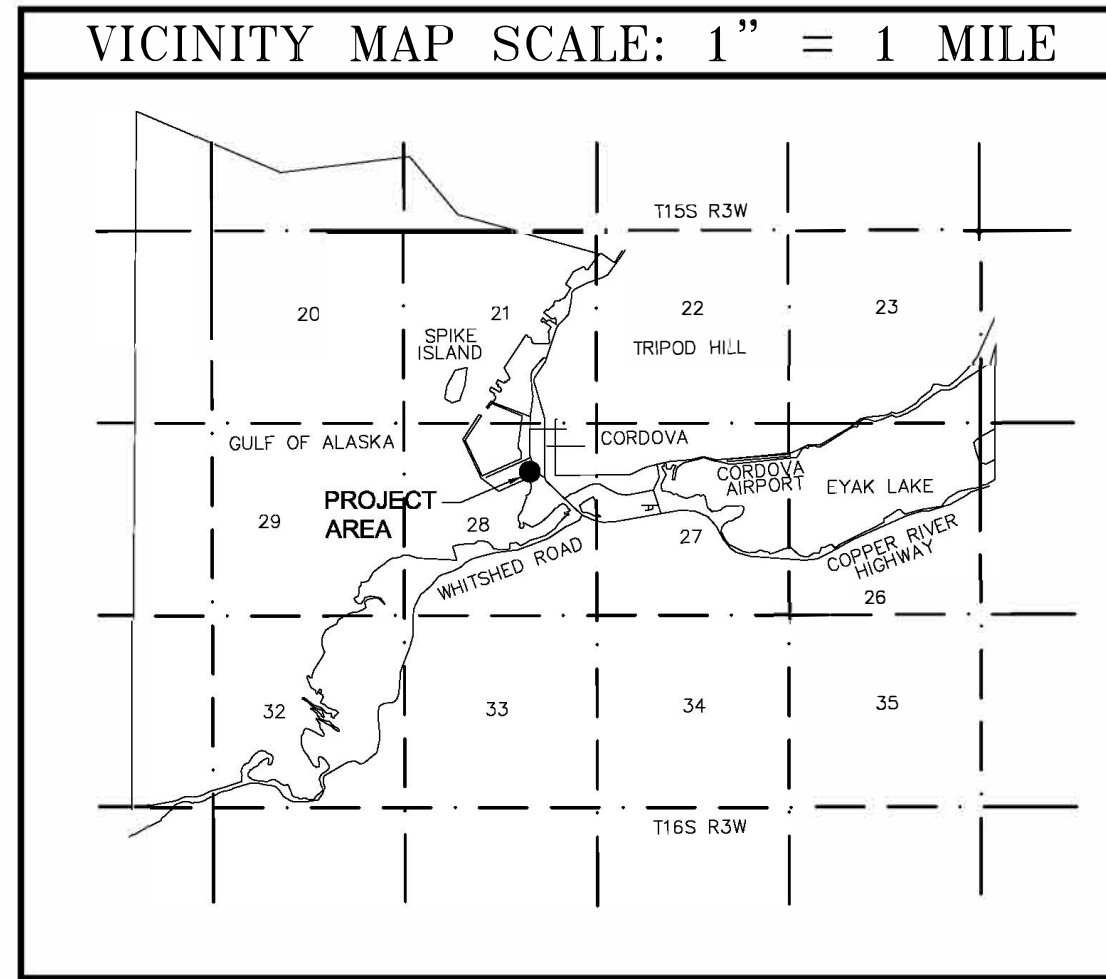
STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this __ day of _____, 2024, 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:_____

BASIS OF BEARINGS

THE BEARING SOUTH 65°36'38" WEST BETWEEN FOUND MONUMENTS AS SHOWN UPON THAT CERTAIN RECORD MAP, RECORDED AND FILED AS PLAT NUMBER 99-16 & PLAT 86-2 OFFICIAL RECORDS OF THE CORDOVA RECORDING DISTRICT WAS USED AS THE BASIS OF ALL BEARINGS SHOWN UPON THIS MAP.



LEGEND

- FOUND MONUMENT, AS NOTED
 - FOUND PLASTIC CAP SURVEY MONUMENT PER (R4)
 - FOUND REBAR
 - SET 2" ALUMINUM CAP ON 5/8" REBAR.
 - SET 2" ALUMINUM SURVEY MONUMENT
 - SEARCHED FOR, NOT FOUND
 - C.W. CLOCK WISE (ROTATED)
 - C.C.W. COUNTER CLOCKWISE (ROTATED)
 - C.O.C. CITY OF CORDOVA
 - (C) CALCULATED
 - (R1) REFERENCED RECORD MAP
 - (M) MEASURED
 - ROW RIGHT OF WAY
 - S.F. SQUARE FEET
 - DOC. DOCUMENT
-
- BOUNDARY LINE/PROPERTY LINE
 - ADJACENT BOUNDARY LINE/PROPERTY LINE
 - REMOVED BOUNDARY/LOT LINE
 - EASEMENT
 - MONUMENT LINE
 - TIE LINE
 - APPROXIMATE FACE OF STRUCTURE

SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS SURVEY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE: PRELIMINARY REGISTRATION No. 131102

PRELIMINARY

AARON T. BROWN, PLS, PSM
REGISTERED LAND SURVEYOR

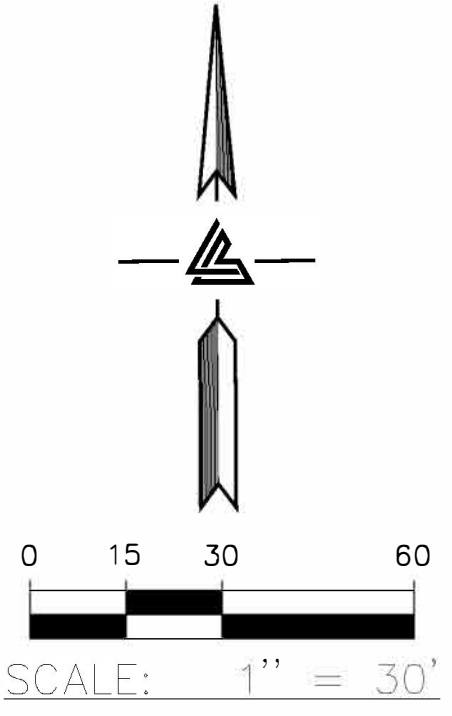


CRAIG & GEHLBACH SUBDIVISION TRACTS A1 & B1

A SUBDIVISION OF THE LANDS OF CRAIG AND GEHLBACH AS DESCRIBED IN THAT CERTAIN DEED RECORDED JULY 13TH, 2012 AS DOCUMENT NUMBER 2012-000275-0 AND A PORTION OF T9A, ALASKA TIDELANDS SURVEY 220, TIDELANDS ADDITION TO THE CITY OF CORDOVA, APPROVED ON 02-24-1964 AND FILED AS PLAT 70-161 AND A PORTION OF TIDE LANDS DESCRIBED IN THAT CERTAIN STATE OF ALASKA PATENT "TIDELANDS NO. 120" FILED AT BOOK 24 PAGE 316 AND 317, ALL BEING RECORDS OF THE CORDOVA RECORDING DISTRICT, SITUATED IN SECTION 28, TOWNSHIP 15 SOUTH, RANGE 3 WEST, COPPER RIVER MERIDIAN, CREATING TRACT A1, CONTAINING 9,524.6 SQUARE FEET OR 0.22 ACRES, MORE OR LESS, ALSO CREATING A TRACT B1, A PARTIAL REMAINDER OF ATS 220 T9A AND A PORTION OF ATS 220 T9B, CONTAINING 4,174.6 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

GENERAL NOTES

1. DISTANCES ARE SHOWN IN FEET AND DECIMALS, THEREOF.
2. THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5000.
3. ALL BEARINGS SHOWN ARE TRUE BEARINGS ORIENTED TO THE BASIS OF BEARING.
4. ON-SITE WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS SHALL BE LOCATED, CONSTRUCTED AND EQUIPPED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS, AND RECOMMENDATIONS OF THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION (D.E.C.), WHICH GOVERNS THOSE SYSTEMS.
5. WATER AND SEWER SERVICE CONNECTIONS TO CITY WATER AND SEWER INFRASTRUCTURE, SHALL COMPLY WITH THE REGULATIONS AND REQUIREMENTS OF THE CITY OF CORDOVA.
6. STRUCTURES AND OTHER FEATURES SHOWN ON THIS PLAT ARE APPROXIMATE AND SHOWN FOR GENERAL REFERENCE.



CORDOVA ALASKA
SCALE 1" = 30' MARCH 2024 SHEET 1 OF 2

VECTOR SURVEYING LLC
LAND AND CONSTRUCTION SURVEYORS
4130 COSMOS DRIVE, ANCHORAGE, ALASKA 99517
907-519-4553

GENERAL NOTES

- DISTANCES ARE SHOWN IN FEET AND DECIMALS, THEREOF.
- THE ERROR OF CLOSURE OF THIS SURVEY DOES NOT EXCEED 1:5000.
- ALL BEARINGS SHOWN ARE TRUE BEARINGS ORIENTED TO THE BASIS OF BEARING.
- ONSITE WATER SUPPLY AND SEWAGE DISPOSAL SYSTEMS SHALL BE LOCATED, CONSTRUCTED AND EQUIPPED IN ACCORDANCE WITH THE REQUIREMENTS, STANDARDS, AND RECOMMENDATIONS OF THE STATE OF ALASKA, DEPARTMENT OF ENVIRONMENTAL CONSERVATION (D.E.C.), WHICH GOVERNS THOSE SYSTEMS.
- WATER AND SEWER SERVICE CONNECTIONS TO CITY WATER AND SEWER INFRASTRUCTURE, SHALL COMPLY WITH THE REGULATIONS AND REQUIREMENTS OF THE CITY OF CORDOVA.
- STRUCTURES AND OTHER FEATURES SHOWN ON THIS PLAT ARE APPROXIMATE AND SHOWN FOR GENERAL REFERENCE.

LINE TABLE

LINE NO.	LENGTH	DIRECTION	
L1	16.62'	S65°36'38"W	(C)(R1),(16.44')(R3)
L2	47.41'	N00°00'00"E	(C)(R1),(N00°00'19"E 47.47')(R2,R3,R4), (N00°05'57"E 47.53')(R6)
L3	36.72'	N15°05'16"E	(C)(R2)
L4	18.03'	S89°57'44"E	(C)(R2),(N00°00'00"E 18.03')(R3)
L5	9.85'	N69°07'44"W	(C)(N69°10'00"E 9.68')(R2)
L6	10.10'	N65°36'38"E	(C)(R3)
L7	7.69'	N00°00'00"E	(C)(N00°00'19"E 8.65')(R2)
L8	58.87'	N89°57'44"W	(C)(N90°00'00"E 58.00')(R3,R6)
L9	9.05'	N00°00'00"E	(C)(N00°00'00"E 8.92')(R3)
L10	24.28'	N89°57'44"W	(C)
L11	35.02'	S89°58'55"W	(C),(S89°58'39"W 35.18')(R4)
L12	62.37'	S89°58'55"W	(C),(S89°58'39"W 62.00')(R4)
L13	2.13'	N15°03'00"E	(C)(R4,R5)
L14	14.98'	S89°56'30"E	(C),(14.71')(R4,R7)
L15	17.51'	S89°56'30"E	(C)
L16	48.28'	N00°00'00"E	(C)(R7,R10)
L17	44.82'	N90°00'00"E	(M),(44.69')(R7)
L18	57.94'	N00°00'00"W	(M),(R7,R11)
L19	28.25'	N90°00'00"W	(M),(R9,R10),(28.12')(R7),(28.00')(R11)
L20	11.68'	N15°57'40"E	(M)(R7,R8,R9,R10),(11.60')(R11)
L21	9.49'	S15°57'40"W	(M)(R7)
L22	67.56'	S28°15'00"E	(C)(R7)
L23	37.15'	S89°56'30"E	(C)(CALCULATED PER R7)
L24	6.40'	S15°57'40"W	(M)(R7,R8,R9,R10)
L25	56.66'	N90°00'00"E	(C)(R9,R10)
L26	43.59'	S37°33'00"E	(C)(R9,R10)
L27	51.89'	N00°00'00"W	(C)(R9)
L28	38.86'	N90°00'00"E	(C)-(TIE)(R9)(R10)
L29	34.81'	S12°27'14"W	(C)(THIS RECORD),(N12°27'14"E)(R1)
L30	25.43'	N90°00'00"W	(C)(R9)(R10)
L31	9.60'	N89°56'30"W	(C)(9.39')(R4)
L32	28.30'	S89°56'36"E	(C)(R9)(R10)
L33	24.83'	S89°56'36"E	(C)
L34	19.62'	S24°23'22"E	(C)
L35	11.71'	N12°27'14"E	(C)(R9,R10)(R1)
L36	11.69'	S24°23'22"E	(C)-(TIE)(R9,R10)(S24°23'22"E)(R1)
L37	34.90'	N08°16'00"W	(C)(R7)(R8)(DEED CALL)
L38	103.34'	S47°59'00"E	(C)(103.2')(R8)(R11)(DEED CALL)
L39	8.91'	N00°00'00"E	(C)(M)
L40	11.17'	S37°33'00"E	(C)

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	
C1	39.27'	25.00'	90°00'00"	(C)(R1)
C2	39.27'	25.00'	90°00'00"	(C)(R1)
C3	39.27'	25.00'	90°00'00"	(C)(R1)
C4	78.54'	50.00'	90°00'00"	(C)(R1)
C5	32.65'	35.19'	53°09'27"	(C)(R1)
C6	22.63'	35.19'	36°50'39"	(C)(R1)(R6)
C7	40.10'	25.02'	91°49'57"	(C)(R2)

RECORD MAP REFERENCES

- | | |
|---|---|
| (R1) LOT 6A, BLOCK 1 & LOTS 10A, 11A SOUTH FILL DEVELOPMENT PARK PLAT 99-16, CORDOVA R.D. | (R8) DEED: 2012-000275-0 CRAIG & GEHLBACH CORDOVA, R.D. |
| (R2) ALASKA TIDELAND SURVEY 1602 ROTATED 00-02-16 C.W. PLAT 2003-14, CORDOVA R.D. | (R9) ALASKA TIDELAND SURVEY 220 C.O.C. BOUNDARY, T9A, T9B, T9C DOC. 306-1970-70-161, PLAT 70-161 CORDOVA, R.D. |
| (R3) A PLAT OF TRACT 4A-1 ATS 220 PLAT 2003-16, CORDOVA R.D. | (R10) ALASKA TIDELAND SURVEY 220 (EXCLUDING T9A,9B,9C) UNRECORDED SCANNED COPY RECORDS OF THE DNR WATER BOUNDARIES UNIT |
| (R4) A PLAT OF HARVILL SUBDIVISION HARVILL RESUBDIVISION (2002-05) PLAT 2004-6, CORDOVA R.D. | (R11) DEED: 2023-000065-0 LANDS OF MEYER CORDOVA, R.D. |
| (R5) A PLAT OF HARVILL RESUBDIVISION RESURVEY OF WELLS SUBDIVISION PLAT 2002-05, CORDOVA R.D. | (R12) PATENT: CITY OF CORDOVA BOOK 34, PAGE 74-75 CORDOVA, R.D. |
| (R6) LOTS 11-B1 & 11-A1, BLOCK 2 SOUTH FILL DEVELOPMENT PARK PLAT 2000-5, CORDOVA R.D. | (R13) PLAT OF US SURVEY 449 RECORDS OF THE GENERAL LAND OFFICE BUREAU OF LAND MANAGEMENT AUGUST 23RD, 1905 |
| (R7) THOMAS SUBDIVISION PLAT 2021-1 CORDOVA, R.D. | |

METHODS AND REASONING

- A PORTION OF ATS 220 T9A, (R9) AREA = 1,338.2 S.F. OR 0.03 ACRES.
- A PORTION OF TIDELANDS NO. 120, (R10) AREA = 1,508.6 S.F. OR 0.03 ACRES.
- A PORTION OF ATS 220 T9A AND A PORTION OF ATS 220 T9B, (R9)(R10)(R12) CREATING TRACT B1, AREA = 4,174.6 S.F. OR 0.96 ACRES.
- FOUND 5/8" REBAR DRIVEN THRU ASPHALT, THE POSITION OF THIS MONUMENT IS NOTED IN THE WRITTEN RECORD AND IS IN AGREEMENT WITH (R3) PLAT 2003-16, (R4) PLAT 2000-05, AND (R5) PLAT 2002-05.
- FOUND A 5/8" REBAR LOCATED IN THICK ALDERS, +/- 20' EAST OF THE EXISTING VEGETATION LINE, LEANING TO THE WEST. THE MONUMENT DESCRIBED AND CALLED FOR IN THE OPERATIVE RECORD MAPS (R9)(R10) AND (R13) CALL FOR A IRON PIPE FILLED WITH CONCRETE. AN EXTENSIVE SEARCH WAS COMPLETED BY VECTOR SURVEYING LLC AND NO SUCH MONUMENT WAS LOCATED WITHIN 20' OF THIS FOUND 5/8" REBAR.
- 2.5" ALUMINUM SURVEY MONUMENT WAS SET PER THIS RECORD. SAID MONUMENT LEFT 0.2' ABOVE GRADE. THE EXISTING REBAR WAS REMOVED AT THE TIME THE ALUMINUM SURVEY MONUMENT WAS SET. THE EXISTING REBAR WAS REMOVED WITH THE FILING OF THIS MAP.
- DETAIL "B" DETAILS A GAP IN THE WRITTEN RECORD; RECORDS (R9) (R10) AND (R12) ARE HARMONIOUS IN THEIR LEGAL DESCRIPTIONS, FOR THE EASTERLY BOUNDARY. CONVERSELY, THE LEGAL DESCRIPTION FOR THE WESTERLY BOUNDARY OF (R11) CREATES SMALL GAP WHICH IS NOT HARMONIOUS WITH (R9)(R10) AND (R12). ALL THINGS BEING EQUAL, THE CITY OF CORDOVA ASSERTS INTEREST IN THE UNCLAIMED GAP AREA UP TO THE DEEDED LINE PER OPERATIVE CONVEYANCE DOCUMENT (R11).
- AS SHOWN ON SHEET 1 OF THIS MAP, THE LOCATION OF THE EASTERN MOST BOUNDARY OF ATS 220, T9A AND T9B IS NOT IN AGREEMENT WITH THE DEEDED WESTERLY BOUNDARY OF RECORDS (R8)(R9). THIS IS EVIDENCED IN OPERATIVE RECORDS (R9)(R10) AND (R12), ALL HARMONIOUS AND CONVERSE TO THE WESTERLY BOUNDARY AS DESCRIBED IN THE LEGAL DESCRIPTIONS OF RECORDS (R8)(R11). THIS CREATES AN OVERLAP IN THE WRITTEN RECORD. ALL THINGS BEING EQUAL, TIDELANDS ARE CONSIDERED SENIOR IN TITLE. HOWEVER, IN THIS INSTANCE THE CITY OF CORDOVA RELINQUISHES ANY AND ALL TITLE INTERESTS IN THE OVERLAP AREA WITH THE ACCEPTANCE AND FILING OF THIS RECORD. THIS RELINQUISHMENT OF TITLE INTEREST IS AT THE REQUEST OF THE CITY OF CORDOVA.

CERTIFICATE OF OWNERSHIP

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON. WE HEREBY REQUEST APPROVAL OF THIS PLAT.

CITY OF CORDOVA DATE
PO BOX 1210
CORDOVA AK 99574

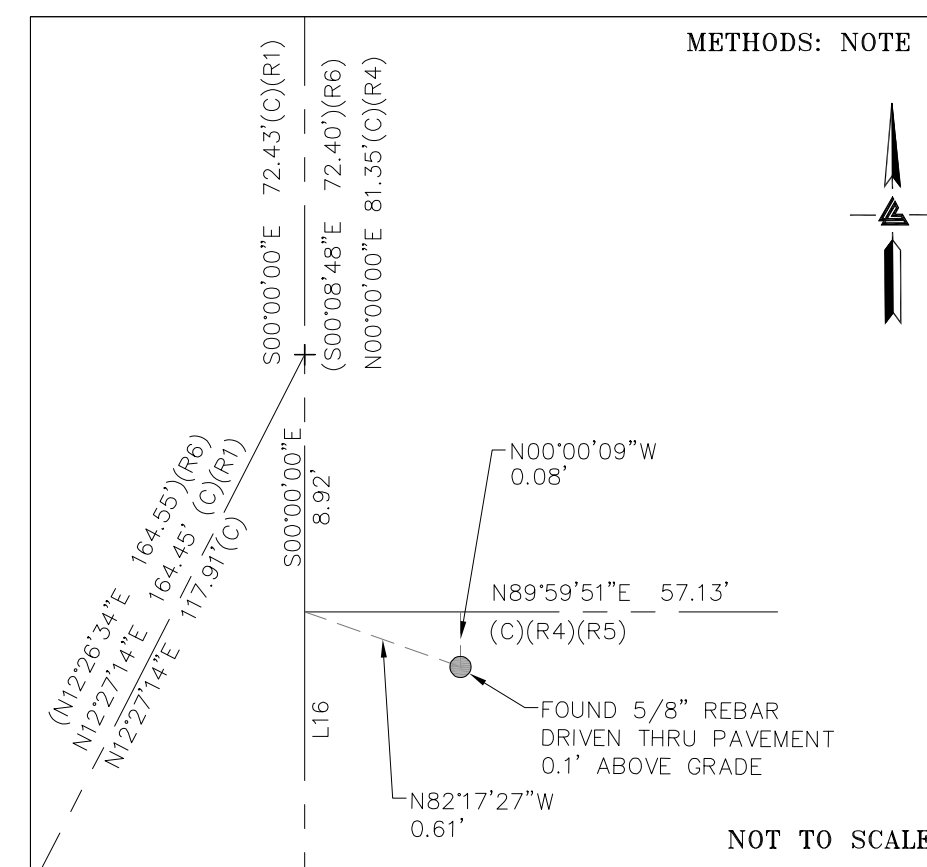
NOTARY ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2024.

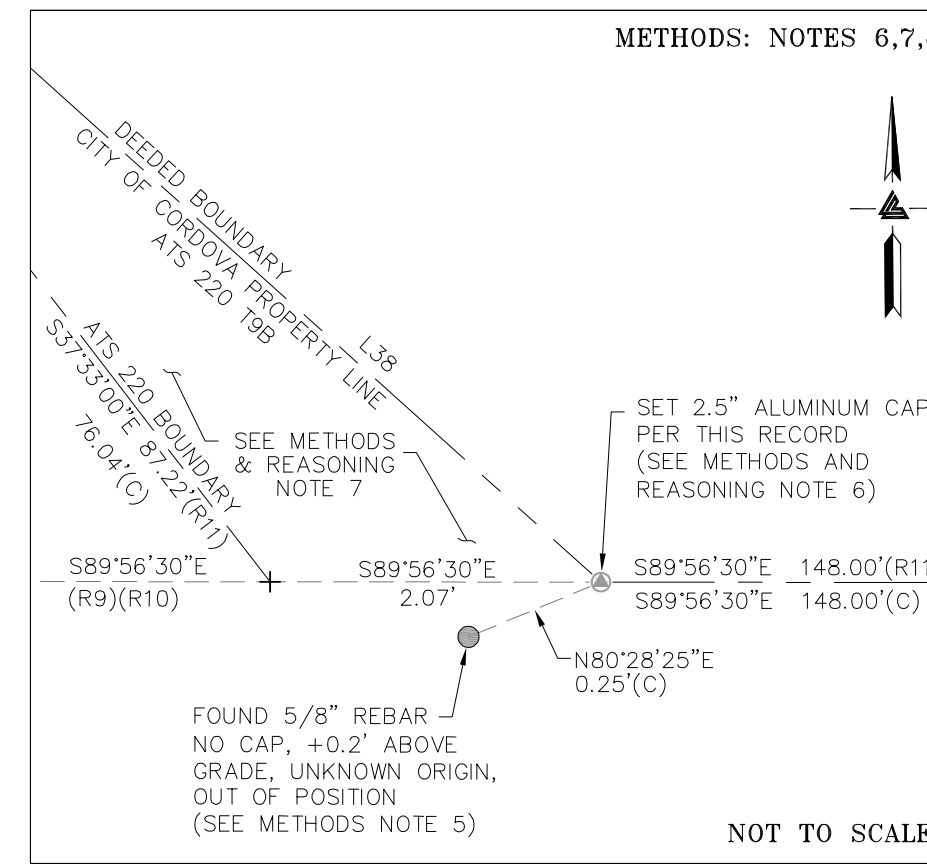
FOR: _____

NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: _____

DETAIL "A"



DETAIL "B"



CERTIFICATE OF OWNERSHIP

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON. WE HEREBY REQUEST APPROVAL OF THIS PLAT.

ANDREW K. CRAIG DATE
P.O. BOX 2465
CORDOVA, ALASKA 99574

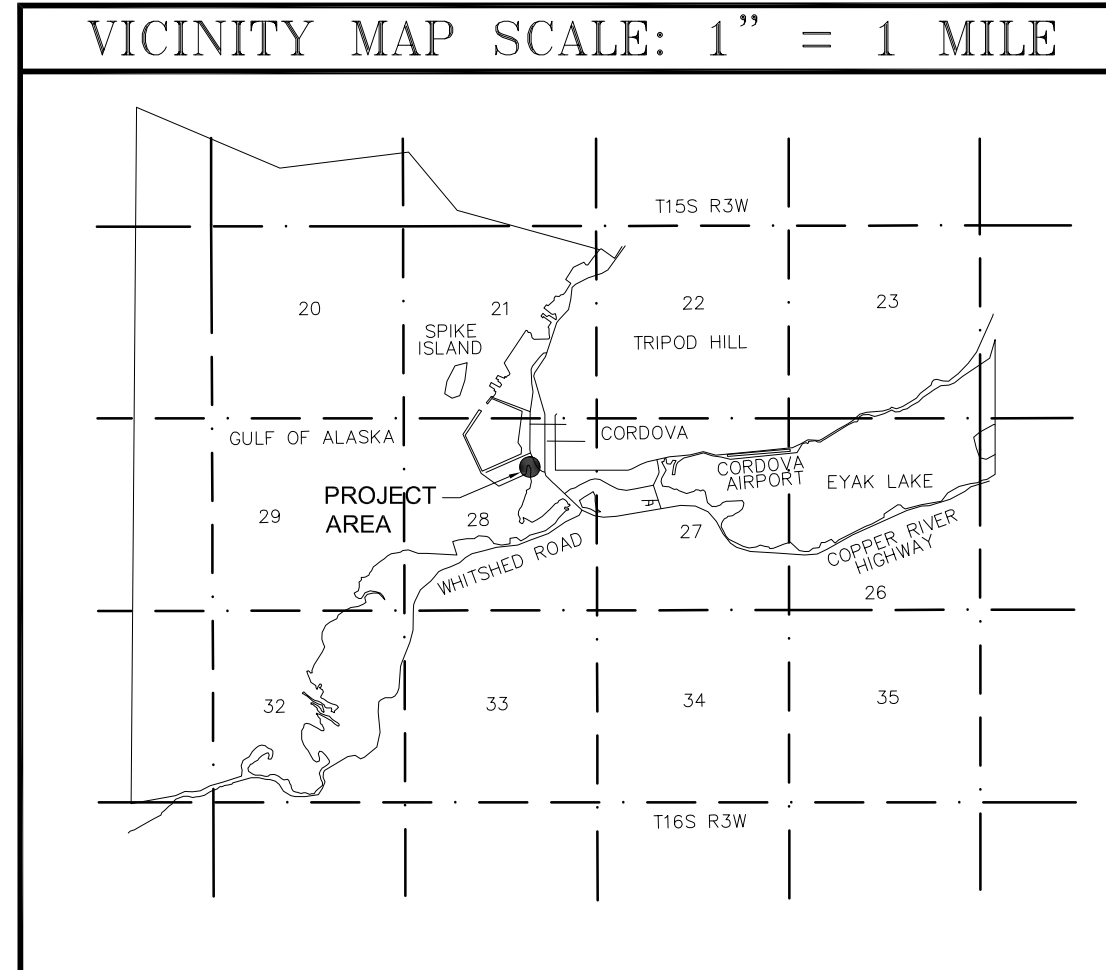
SEAWAN J. GEHLBACH DATE
P.O. BOX 2465
CORDOVA, ALASKA 99574

NOTARY ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2024.

FOR: _____

NOTARY FOR THE STATE OF ALASKA
MY COMMISSION EXPIRES: _____



TAX CERTIFICATIONS

ALL REAL PROPERTY TAXES ARE LEVIED BY THE CITY OF CORDOVA ON THE AREA SHOWN ON THIS PLAT. TAXES HAVE BEEN PAID THRU _____.

ATTEST: CITY CLERK

PLAT APPROVAL

THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF CORDOVA PLANNING AND ZONING COMMISSION AND IS HEREBY ACCEPTED AS THE OFFICIAL PLAT, SUBJECT TO ANY AND ALL CONDITIONS AND REQUIREMENTS OF ORDINANCE AND LAW PERTAINING THERETO.

CITY MANAGER	DATE
CHAIRMAN, PLANNING & ZONING	DATE
PLATTING OFFICIAL	DATE

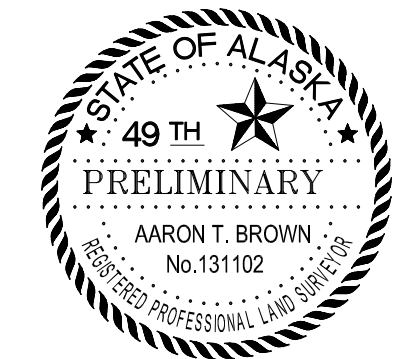
SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS SURVEY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT TO THE BEST OF MY KNOWLEDGE.

DATE: PRELIMINARY REGISTRATION No. 131102

PRELIMINARY

AARON T. BROWN, PLS, PSM
REGISTERED LAND SURVEYOR



CRAIG & GEHLBACH SUBDIVISION TRACTS A1 & B1

A SUBDIVISION OF THE LANDS OF CRAIG & GEHLBACH AS DESCRIBED IN THAT CERTAIN DEED RECORDED JULY 13TH, 2012 AS DOCUMENT NUMBER 2012-000275-0 AND A PORTION OF T9A, ALASKA TIDELANDS SURVEY 220, TIDELANDS ADDITION TO THE CITY OF CORDOVA, APPROVED ON 02-24-1964 AND FILED AS PLAT 70-161 AND A PORTION OF TIDE LANDS DESCRIBED IN THAT CERTAIN STATE OF ALASKA PATENT "TIDELANDS NO. 120" FILED AT BOOK 24 PAGE 316 AND 317, ALL BEING RECORDS OF THE CORDOVA RECORDING DISTRICT, SITUATED IN SECTION 28, TOWNSHIP 15 SOUTH, RANGE 3 WEST, COPPER RIVER MERIDIAN. CREATING TRACT A1, CONTAINING 9,524.6 SQUARE FEET OR 0.22 ACRES, MORE OR LESS, ALSO CREATING A TRACT B1, A PARTIAL REMAINDER OF ATS 220 T9A AND A PORTION OF ATS 220 T9B, CONTAINING 4,174.6 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

CORDOVA ALASKA
NO SCALE MARCH 2024
SHEET 2 OF 2



LAND AND CONSTRUCTION SURVEYORS
4130 COSMOS DRIVE, ANCHORAGE, ALASKA 99517
907-519-4553

Council Packet Correspondence Primer: Communicating with Your Elected Cordova Officials

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

What gets published in Council packets as Correspondence?

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

What does not get published in Council packets as Correspondence?

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

More information about items not subject to publication:

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

Suggestions concerning correspondence:

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

Date: March 21, 2024

To: City of Cordova
Mayor's Office
Attn: David Allison
PO Box 1210
Cordova, AK 99574

RE: Letter of Resignation
From the Cordova Parks and
Recreation Commission

Dear Mayor Allison;

This letter is to inform you of my resignation from my appointment on the City of Cordova Parks and Recreation Commission.

My new position as a City of Cordova Council member will require a significant amount of my time and where I want to focus my energy. I have served on the Commission for many years, and I am excited to allow space for other community members with fresh perspectives and ideas to participate.

It has been a pleasure to have served on the Parks and Recreation Commission and I will continue to follow and support their ongoing efforts as a member of the City Council.

Thank you.
Sincerely,

David A Zastrow

David A. Zastrow
(907) 424-5300 (Home)
(907) 429-4754 (Cell)
dzastrowak@gmail.com

CC: DUNCAN CHISHOLM
SUSAN BOURGEOIS
AARON HANSEN

-----Original Message-----

From: Samantha Magallanes <sjmagallanes89@gmail.com>

Sent: Friday, March 22, 2024 5:49 PM

To: Duncan Chisholm <dchisholm@cityofcordova.net>

Subject: Parks and Rec Commission Resignation

Hello Duncan,

I regret to inform you that I am formally resigning from the Park and Recreation Commission. My family and I are moving back to Washington in the coming weeks. I enjoyed my time on the commission and hope there great things for Cordova Parks and Recreation in the future.

Kind Regards,

Sami Magallanes

Sent from my iPhone

MEMORANDUM

TO: CORDOVA CITY COUNCIL

FROM: SAMANTHA GREENWOOD AND HOLLY C. WELLS

RE: ORDINANCE 1216

CLIENT: CITY OF CORDOVA, ALASKA

FILE NO.: 401777.298

DATE: MARCH 29, 2024

I. Introduction

The purpose of this memorandum is to provide City Council with a summary of the purpose and intent of Ordinance 1216 entitled “An Ordinance Of The Council Of The City Of Cordova, Alaska, Accepting And Appropriating \$20 Million Dollars Awarded To The City Through The ‘Rebuilding American Infrastructure With Sustainability And Equity’ (“RAISE”) Grant For Completion Of The South Harbor Rebuild Project And Authorizing A Borrowing In Anticipation Of The Receipt Of These Grant Funds In The Aggregate Principal Amount Of Not To Exceed \$3,000,000 To Finance South Harbor Rebuild Project Costs.”

II. Summary

The City of Cordova (“City”) was awarded \$20 Million through the RAISE Grant to restore and rebuild Cordova’s South Harbor. The South Harbor Rebuild Project is well underway, and construction costs are accruing. While the costs of the South Harbor Rebuild Project will ultimately be paid from the RAISE Grant funds, the City Administration is seeking a mechanism to ensure timely payment for goods and services while the City awaits receipt of those grant funds. To that end, the City Administration wants to ensure that the awarded grant funds are appropriated for the purpose for which the funds were awarded.

Ordinance 1216 formally accepts and appropriates the \$20 million awarded through the RAISE Grant program. It also authorizes the borrowing (line of credit with Key Bank) of the principal amount of \$3 million to pay for South Harbor Rebuild Project costs. The City is still working with MARAD on our first reimbursement request of 4.5 million dollars. This request process has been in the works for nine weeks. Having the ordinance in place and providing for approval of the line of credit terms via a resolution offers the

avenue for the city to enact a line of credit using the permanent fund as collateral upon City Council Approval. The funds permit the City to pay for the costs and services if reimbursement requests are delayed and possible contractor issues arise. This Ordinance is effective immediately as it appropriates the grant funds.

Finally, Ordinance 1216 authorizes the City Manager to negotiate the terms of the line of credit agreement with the lender but requires that the Council approve the agreement via resolution.

In the event this Ordinance is adopted by Council at its April 17, 2024 meeting, the City Administration anticipates seeking Council's approval, via resolution, of the line of credit agreement at that same meeting. Any amounts borrowed under the contract will be reimbursed upon receipt of the grant award funds.

III. Conclusion

Approval of this Ordinance ensures proper use of the funds awarded through the RAISE Grant and a mechanism for timely paying City contractors working on the South Harbor Rebuild Project.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1216**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, ACCEPTING AND APPROPRIATING \$20 MILLION AWARDED TO THE CITY THROUGH THE “REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY” GRANT FOR COMPLETION OF THE SOUTH HARBOR REBUILD PROJECT AND AUTHORIZING A BORROWING IN ANTICIPATION OF THE RECEIPT OF THESE FUNDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,000,000 TO FINANCE SOUTH HARBOR REBUILD PROJECT COSTS

WHEREAS, the City of Cordova’s South Harbor, which houses one of the State of Alaska’s largest commercial fishing fleets along with a multitude of other harbor users, is the subject of a significant and long-awaited restoration project (“South Harbor Rebuild Project” or the “Project”); and

WHEREAS, the City of Cordova (“City”) has determined that completion of the South Harbor Rebuild Project is in the City’s best interest and necessary per Resolution 05-21-22 adopted May, 19, 2021; and

WHEREAS, the City is funding a substantial portion of the South Harbor Rebuild Project through a \$20 Million award from the Rebuilding American Infrastructure with Sustainability and Equity Discretionary Grant Program (the “RAISE Program”); and

WHEREAS, under Article VI, Section 6-2 of the City Charter, the City has the power to borrow money to meet appropriations for any fiscal year in anticipation of the collection of revenues for that year so long as the total of the borrowed funds does not exceed one percent of the assessed value of all real and personal property in the City and Council authorizes the indebtedness by ordinance; and

WHEREAS, it is necessary and in the best interest of the City to borrow the sum of \$3 Million in anticipation of the collection of revenues to meet the appropriation from RAISE Program grant funds to pay costs of the Project,

NOW, THEREFORE, it is ordained as follows:

Section 1. The award of \$20 Million from the RAISE Program is accepted and those funds shall be transferred to the Harbor Enterprise Fund for use for the South Harbor Rebuild Project upon receipt.

Section 2. The Council of the City of Cordova, Alaska, hereby authorizes the borrowing by the City of the sum of not to exceed \$3 Million in anticipation of the collection of revenues primarily in the form of grant funds from the RAISE Program to meet the appropriation. The loan will mature no later than the end of the fiscal year following the fiscal year in which the term of the loan commences.

Section 3. The City Manager is authorized to execute a contract for the loan with terms that serve the City’s best interests, including the interest rate, collateral, and terms of repayment, subject to Council approval of the contract via resolution before its execution.

Section 4. This ordinance shall be effective immediately upon its passage and shall be enacted in accordance with Section 2.13 of the City Charter.

1st reading: April 3, 2024

2nd reading and public hearing: _____, 2024

PASSED AND APPROVED THIS _____ DAY OF _____, 2024.

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

DRAFT



AGENDA ITEM 14
City Council Meeting Date: 4/3/24
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 03/28/24
ITEM: Resolution 04-24-14
NEXT STEP: Majority voice vote

ORDINANCE RESOLUTION
 MOTION INFORMATION

I. REQUEST OR ISSUE: Update check signers for City to include newly elected Vice Mayor and add City Planner Kevin Johnson.

II. RECOMMENDED ACTION / NEXT STEP: Move to approve Resolution 04-24-14.

III. BACKGROUND INFORMATION: This item may have to be moved to after election of Vice Mayor (item 17) so that the name of the Vice Mayor can be added into the resolution. Often, the Mayor and Vice Mayor are only called in to sign checks if 2 City staff members who are signers are not available. It is more convenient when there are 2 staff members available and with the City Manager's recent absence we have noticed that occasionally we have been short. Staff members with offices at City Hall are most convenient and City Planner Kevin Johnson is a logical and convenient choice.

IV. SUMMARY AND ALTERNATIVES: Council should move this item to after 17 or move 17 to before this item and once a Vice Mayor is elected, that name can be added into the resolution administratively, a formal amendment is not necessary.

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-24-14**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING SPECIFIC OFFICERS OF THE CITY OF CORDOVA AS SIGNERS OF
CITY CHECKS, VOUCHERS, NOTES, AND OTHER DOCUMENTS**

WHEREAS, it is necessary to authorize several check signers for the City of Cordova so that payroll and accounts payable checks and other instruments can be efficiently processed by the City's Finance department staff; and

WHEREAS, it is most efficient if several of those authorized for this duty maintain offices and regular office hours in the Cordova Center which is the same building where the Finance Department and Finance staff perform the duties of preparing payroll and accounts payable checks that are the majority of the required documents that the City of Cordova needs such authorized individuals to sign.

NOW, THEREFORE, BE IT RESOLVED that: City Manager *Helen Howarth*, City Clerk *Susan Bourgeois*, Mayor *David Allison*, Vice Mayor _____, Public Works Director *Samantha Greenwood*, Harbormaster *Anthony Schinella* and City Planner *Kevin Johnson* are hereby authorized by the City Council and Municipal Charter, to sign checks, vouchers, notes and other documents; and

BE IT FURTHER RESOLVED that all prior resolutions authorizing City officers to sign checks, vouchers, notes, and other documents are hereby repealed.

PASSED AND APPROVED THIS 3rd DAY OF APRIL 2024

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM # 15
City Council Meeting Date: 4/3/24
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, City Planner
DATE: 3/28/24
ITEM: Resolution 04-24-16 2024 Land Disposal Maps
NEXT STEP: Adoption of 2024 Land Disposal Maps

ORDINANCE INFORMATION
 RESOLUTION MOTION

I. REQUEST OR ISSUE: The Land Disposal Maps are updated annually to determine if updates are needed based on current city needs and priorities. City Council is asked to review and adopt the proposed 2024 land disposal maps.

II. RECOMMENDED ACTION / NEXT STEP: A motion should be made to begin discussion of the topic. Staffs suggested motion:

“I move to approve Resolution 04-24-16 adopting the 2024 land disposal maps”

III. FISCAL IMPACTS: Land disposals can be a revenue source for the city and private ownership and development of these lots would also increase the city tax base.

IV. BACKGROUND INFORMATION: The most substantive recommended change is that information was added to show when leased properties will next be available for someone to submit a letter of interest.

Individual map pages have been modified as follows:

- New England Cannery Road
 - Make the northern portion of the property along New England Cannery Road “Not Available” to align with Shepard Point Road easement
- Ocean Dock Subdivision
 - No changes
- North Fill Development Park
 - No Changes
- Tidewater Development Park & Cordova Industrial Park

- Change old PWSSC building to Available from Leased
 - Changes Breakwater Fill Lot to Available for Not Available
- Old Town
 - Removed old museum building lots from map. Lots were officially sold in 2023
- South Fill Development Park
 - No Changes
- Odiak Slough
 - No Changes
- Whitshed Road
 - No Changes
- Odiak Park
 - No Changes
- Power Creek Road
 - No Changes
- Eyak Lake
 - No Changes
- Five Mile Loop
 - No Changes

At the 2/13/24 Planning Commission a resolution was passed recommending that the land disposal maps presented in this packet be approved by the City Council.

V. ATTACHMENTS:

- A. Resolution 04-24-16
- B. 2023 Land Disposal Maps
- C. Proposed 2024 Land Disposal Maps
- D. Resolution 24-01 – Planning Commission Recommendation

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-24-16**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA ADOPTING
THE 2024 LAND DISPOSAL MAPS**

WHEREAS, the City of Cordova’s City Manager and City Planner are directed by Cordova Municipal Code Section 5.22.030(A) – The City shall maintain and update annually a map of city owned real property; and

WHEREAS, the Planning Commission and City Council have determined that annually reviewing and recommending the Land Disposal Maps for City Council’s approval will enable the City Manager and City Planner to efficiently determine if land is available for purchase, lease, or lease to purchase; and

WHEREAS, the Planning Commission and City Council have identified these Land Disposal Maps as the most current and updated version to be used in the land disposal process; and

WHEREAS, having annually updated maps will benefit the citizens of Cordova by providing maps for public review.

NOW, THEREFORE, BE IT RESOLVED the Council of the City of Cordova, Alaska hereby adopts the 2024 Land Disposal Maps.

PASSED AND APPROVED THIS 3rd DAY OF APRIL 2024

ATTEST:

David Allison, Mayor

Susan Bourgeois, CMC, City Clerk

2023 Land Disposal Maps

Adopted by City Council: 06/21/2023

Map Designations

Available – Available to purchase, lease, or lease with an option to purchase. Any of these lots may have conditions or special criteria that must be met.

Available - Requires Subdivision – These parcels are considered ‘Available.’ These are large parcels of land which would most likely be developed as a subdivision. The disposal process for these parcels may require some or all of the following: city acquiring title to the land from the state, surveying, or subdivision development agreements. Many of these parcels contain city improvements that would not be disposed of, such as access roads, water infrastructure, trails, cemeteries, etc.

Not Available – These parcels include, snow dumps, property with improvements/buildings on them, or other lots used or occupied by the city. The city manager will accept a Letter of Interest from an interested party who requests the property designation be changed to ‘Available,’ however the existing city use of the property will be examined and carefully weighed against the letter of interest.

Tidelands – A Letter of Interest to purchase or lease tidelands will be reviewed by the Planning Commission following a recommendation by the Harbor Commission. The Planning Commission will make a recommendation on disposing of the tidelands to City Council.

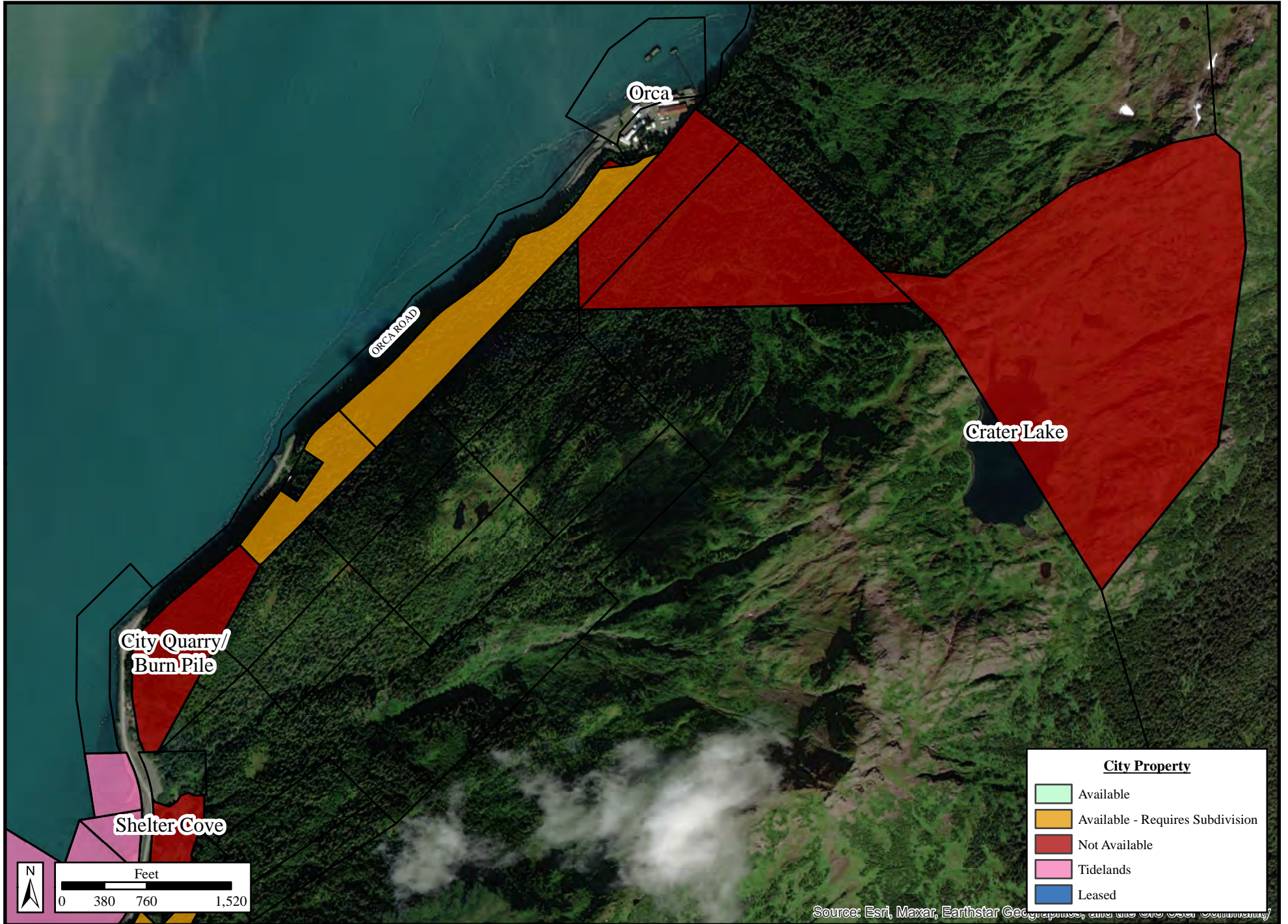
Leased – These are parcels currently leased to a business or government entity by the city. There are leases that are short term, others are long term leases with substantial improvements on the property. Some leased property has an option to purchase. A Letter of Interest for a property that is under lease may be considered when the lease enters the final year of its term.

Update Policy

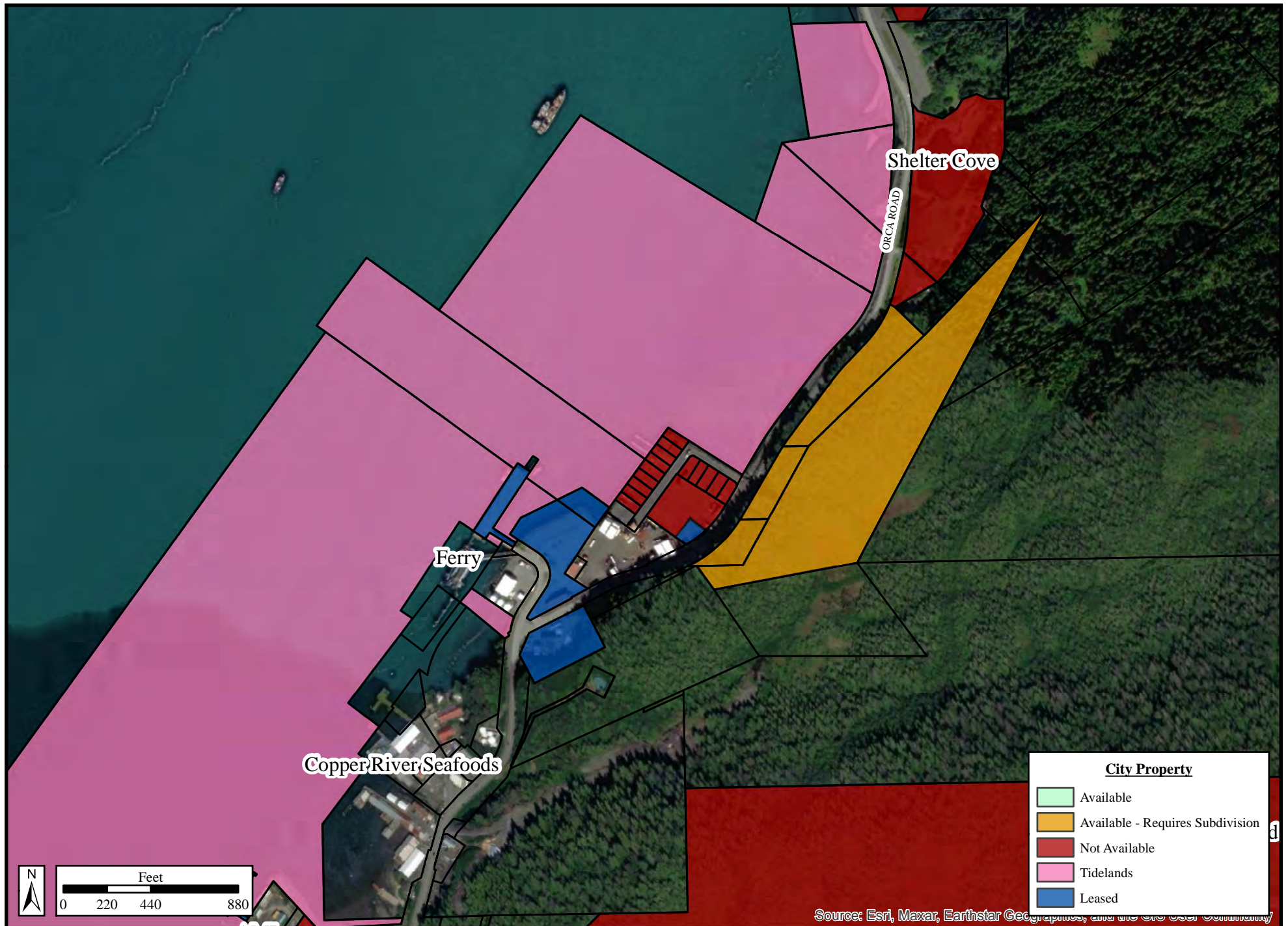
Maps will be updated on an annual basis by the Planning Department staff, reviewed by the Planning Commission, and adopted by City Council. This update process begins each year with updated maps being presented to the Planning Commission, but the maps may be modified throughout the year on a case-by-case basis.

For more information on the land disposal process, refer to Chapter 5.22 of the Cordova Municipal Code, or direct your questions to the Planning Department staff.

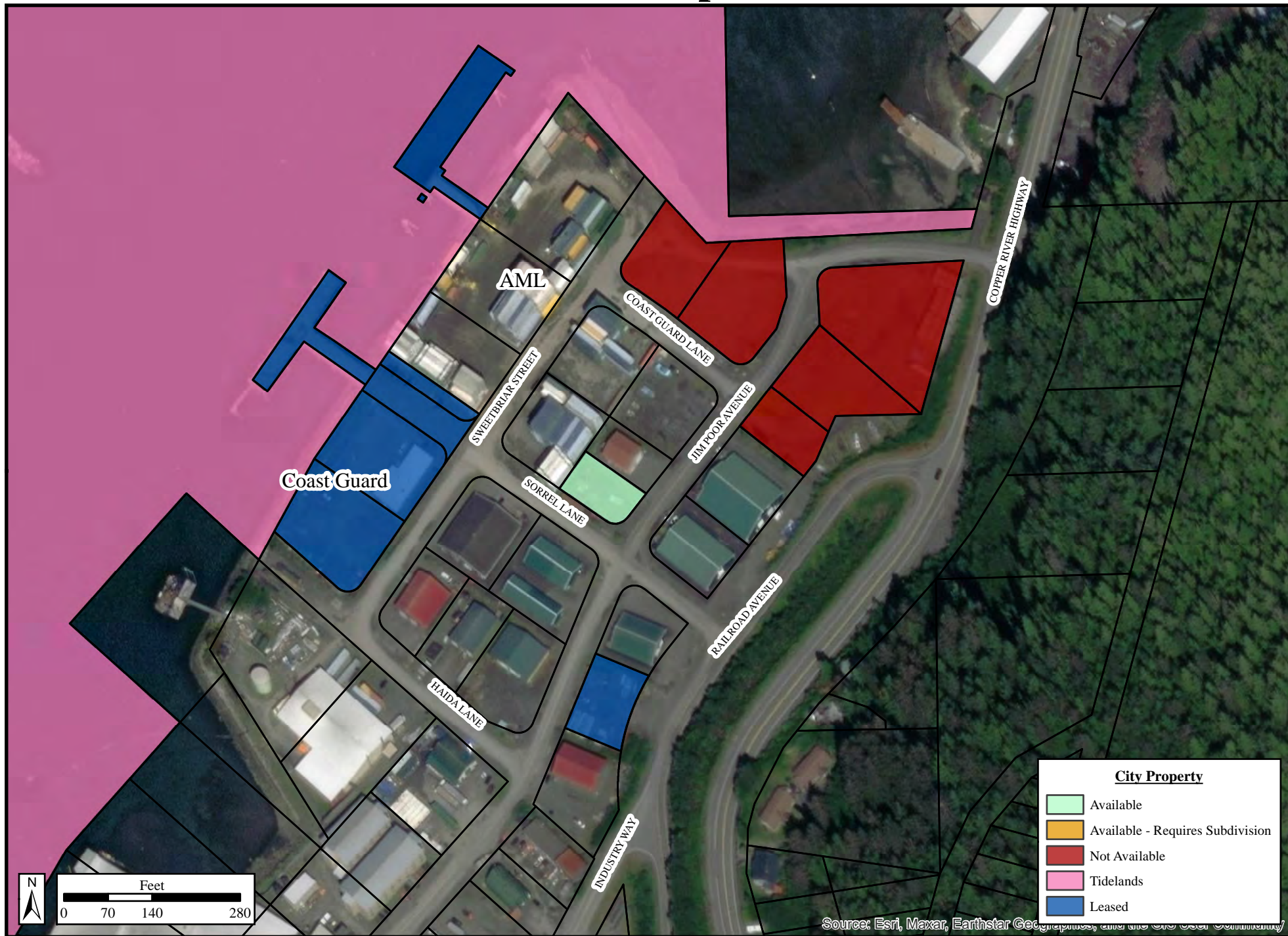
New England Cannery Road



Ocean Dock Subdivision

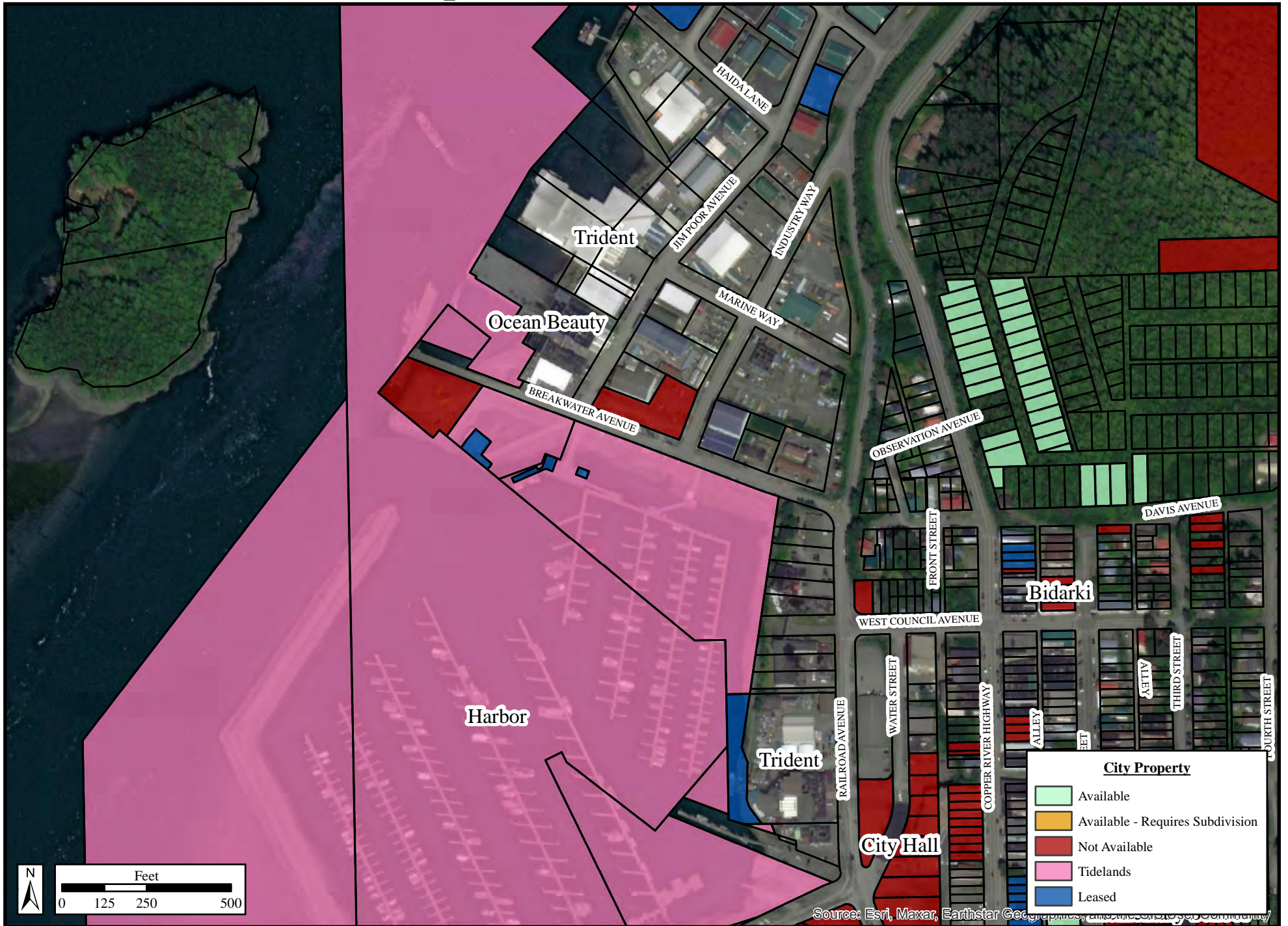


North Fill Development Park

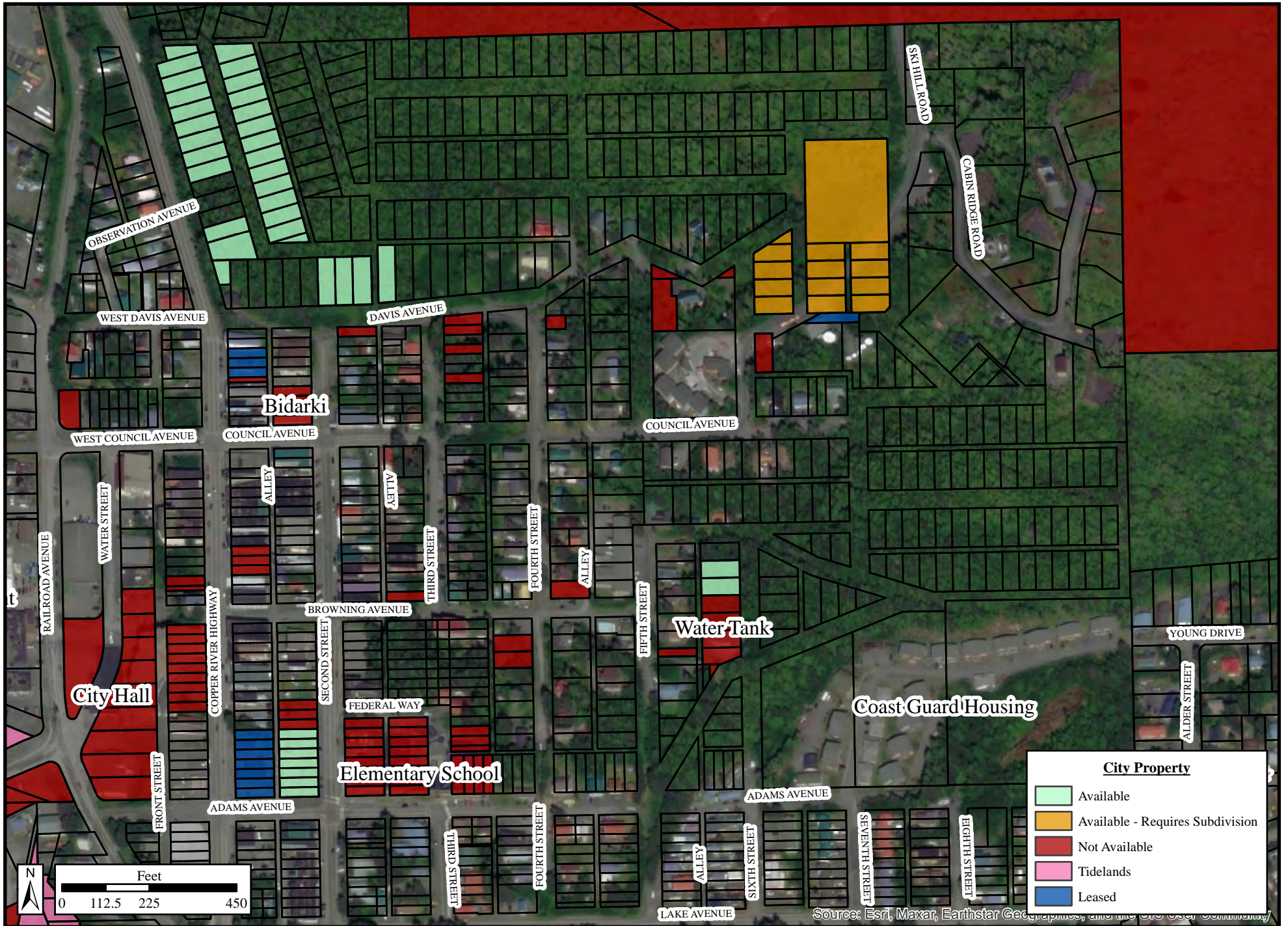


Source: Esri, Maxar, Earthstar Geographics, and the USGS Community

Tidewater Development Park & Cordova Industrial Park



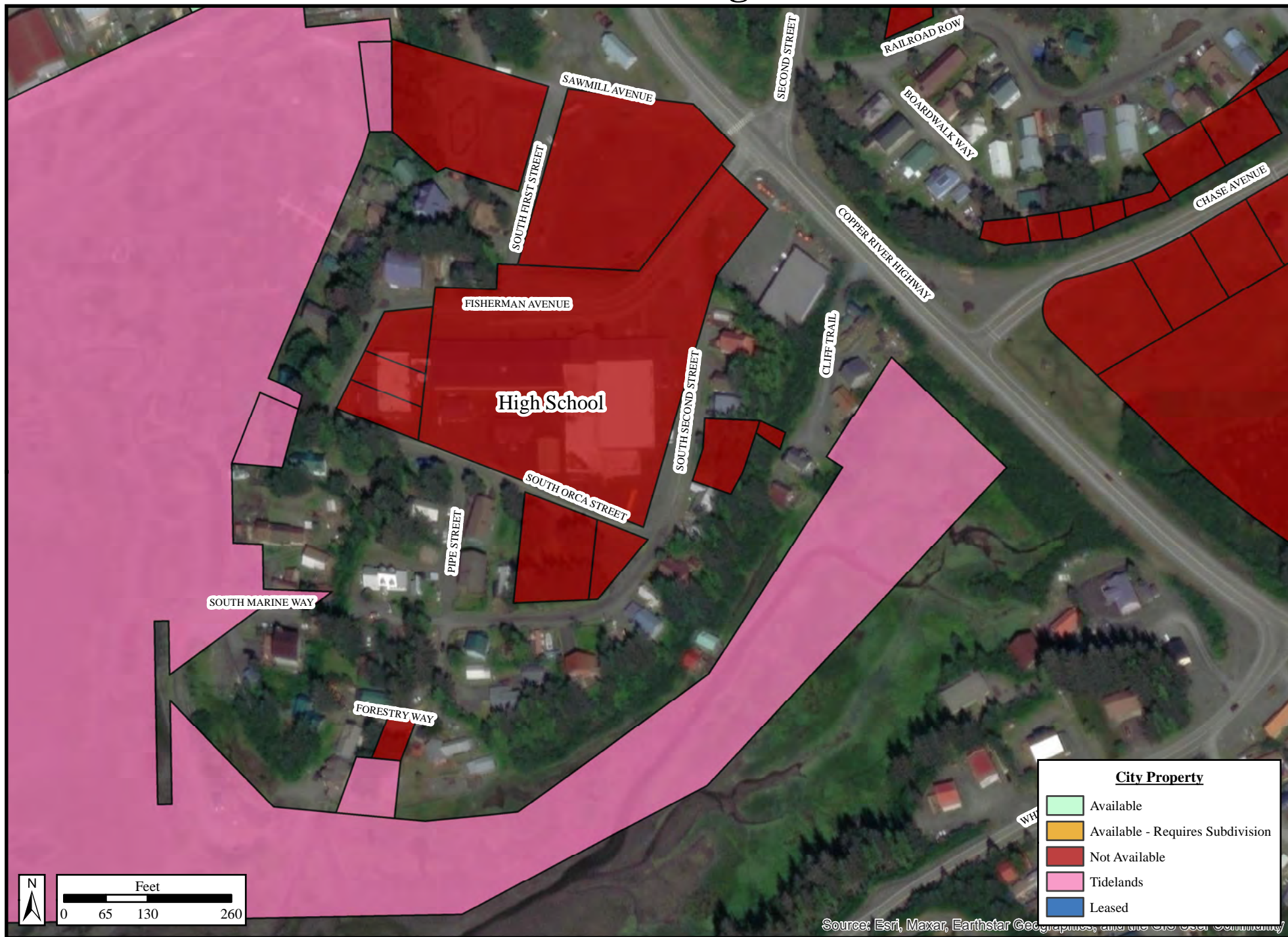
Old Town



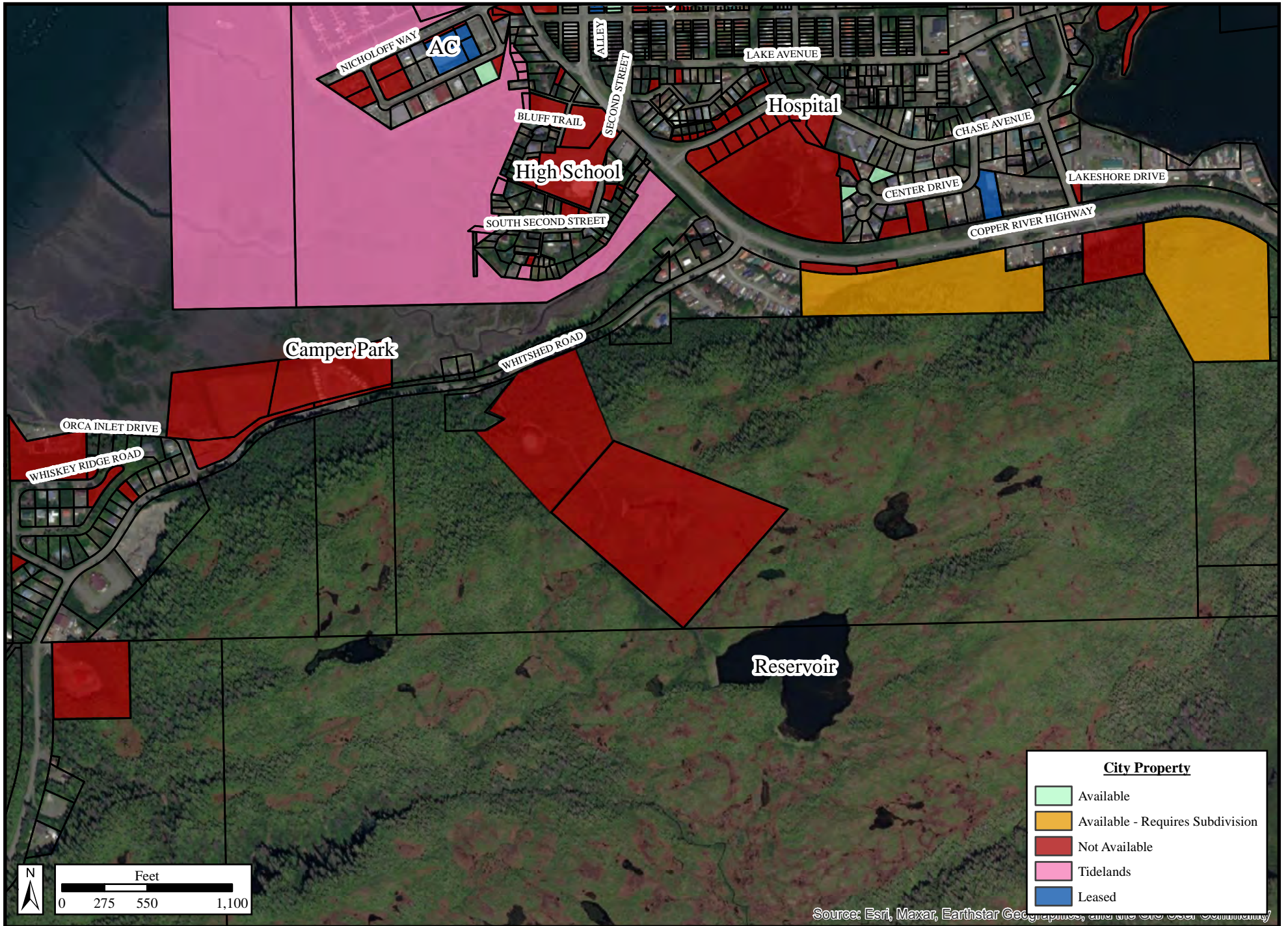
South Fill Development Park



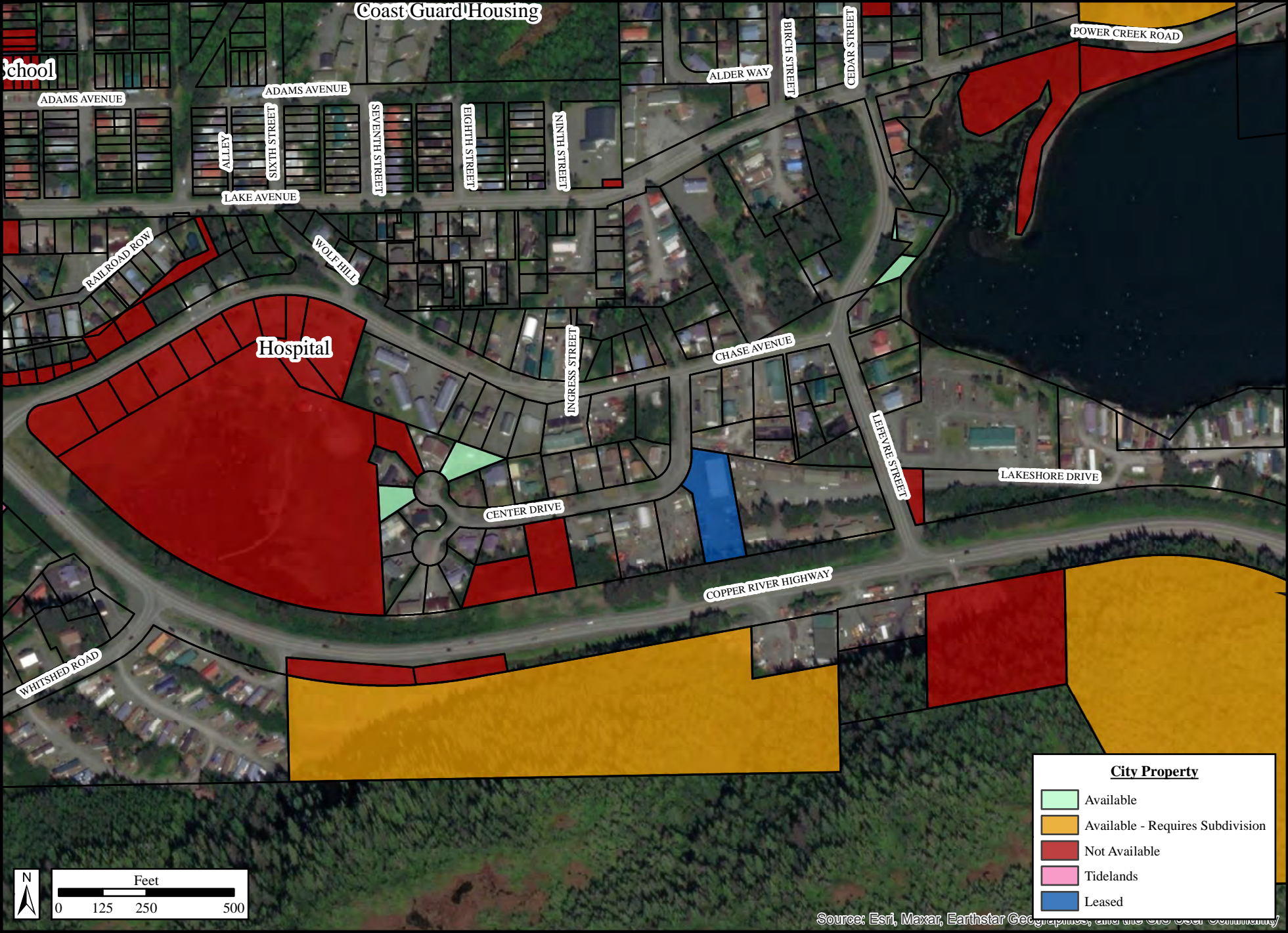
Odiak Slough



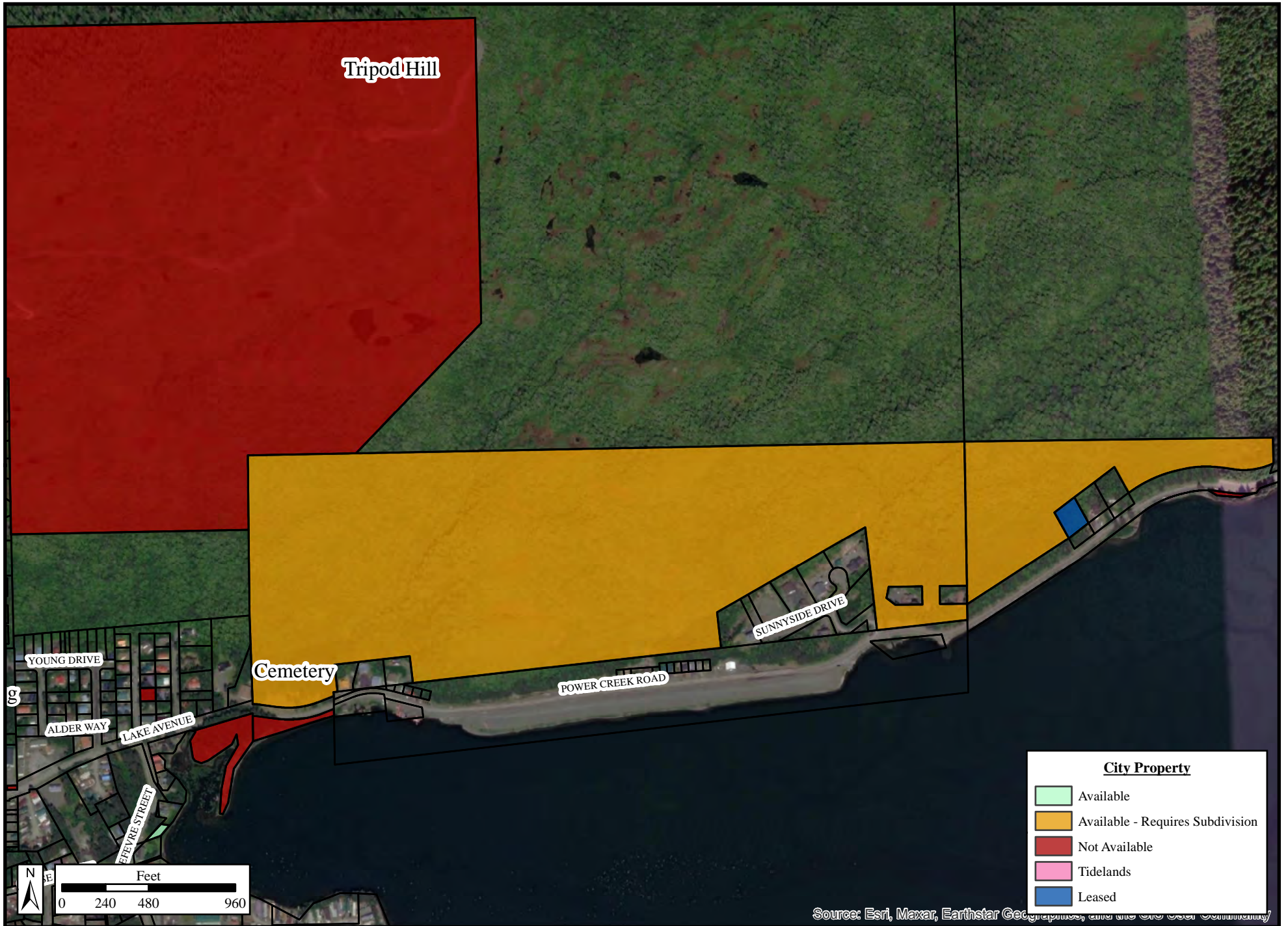
Whitshed Road



Odiak Park

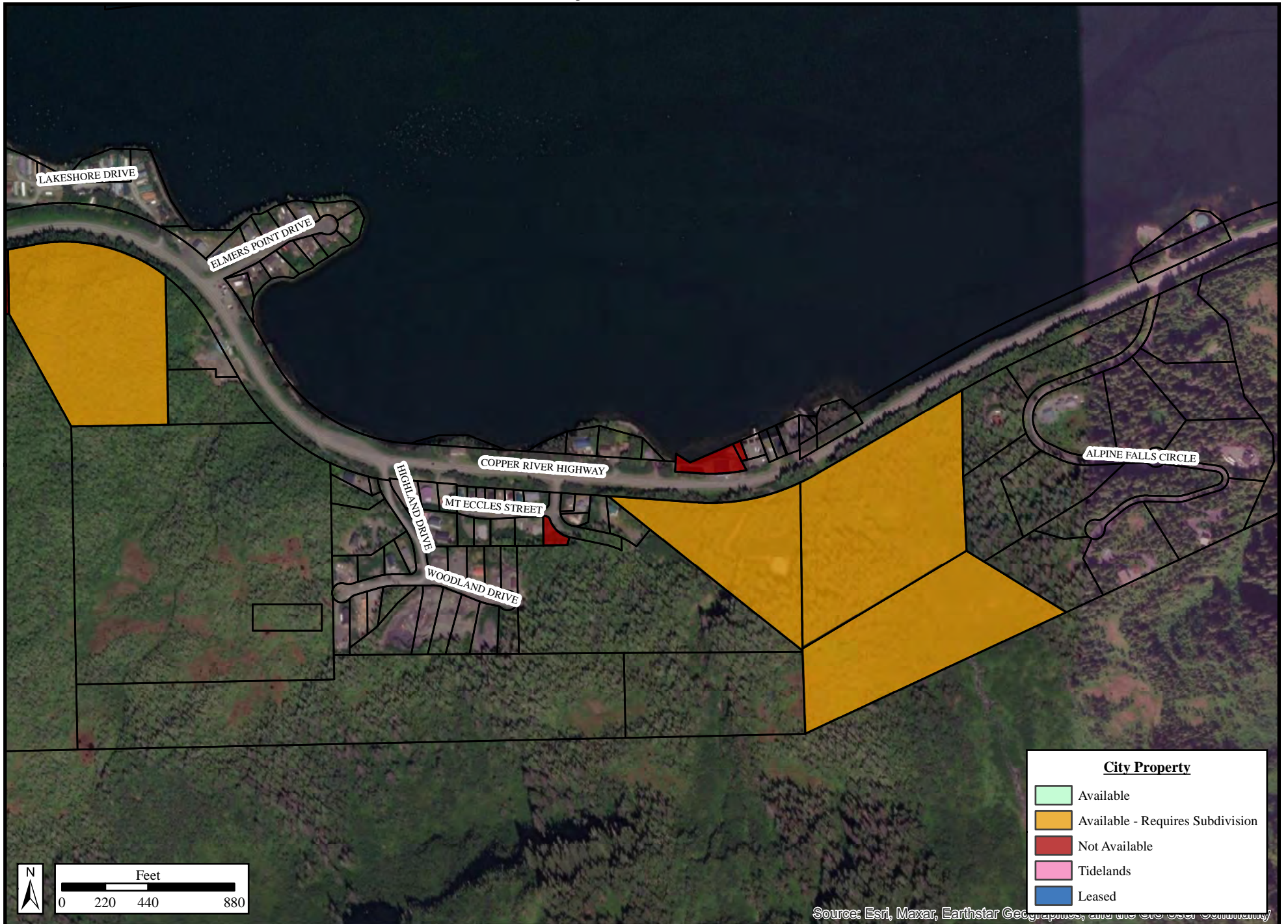


Power Creek Road

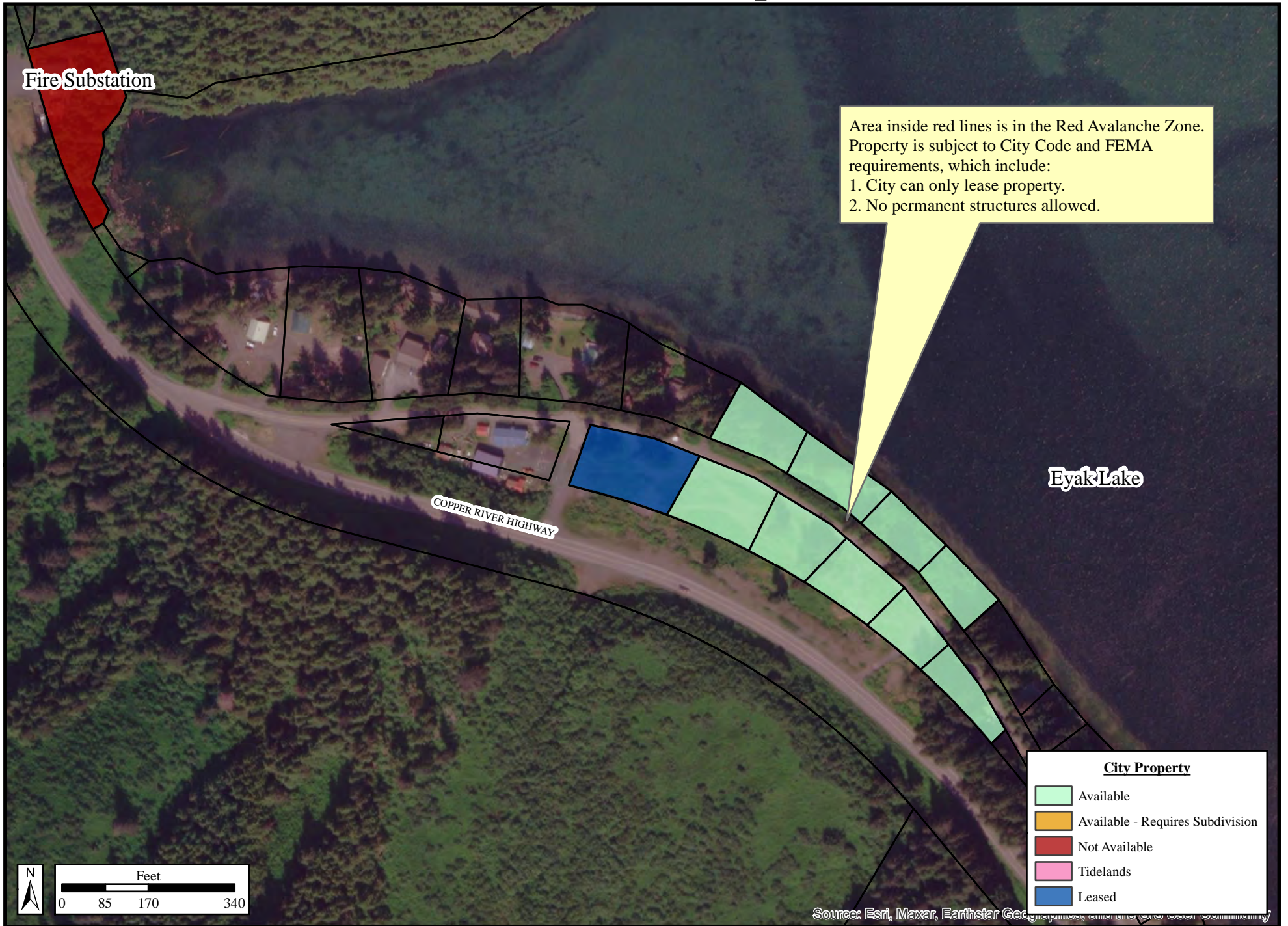


Source: Esri, Maxar, Earthstar Geographics, and the USGS Open Street Map contributors

Eyak Lake



Five Mile Loop



2024 Land Disposal Maps

Adopted by City Council: **XX/XX/2024**

Map Designations

Available – Available to purchase, lease, or lease with an option to purchase. Any of these lots may have conditions or special criteria that must be met.

Available - Requires Subdivision – These parcels are considered ‘Available.’ These are large parcels of land which would most likely be developed as a subdivision. The disposal process for these parcels may require some or all of the following: city acquiring title to the land from the state, surveying, or subdivision development agreements. Many of these parcels contain city improvements that would not be disposed of, such as access roads, water infrastructure, trails, cemeteries, etc.

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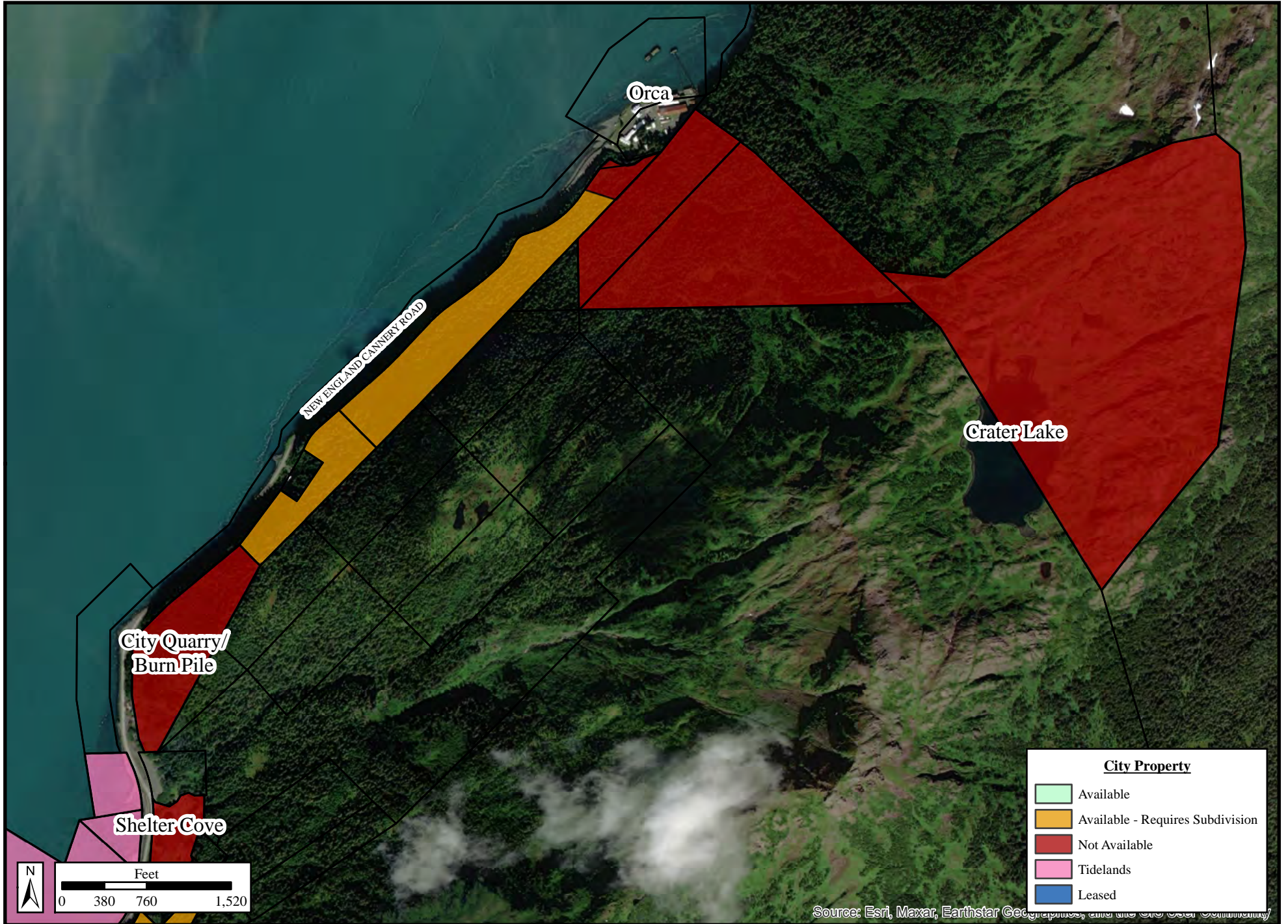
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Update Policy

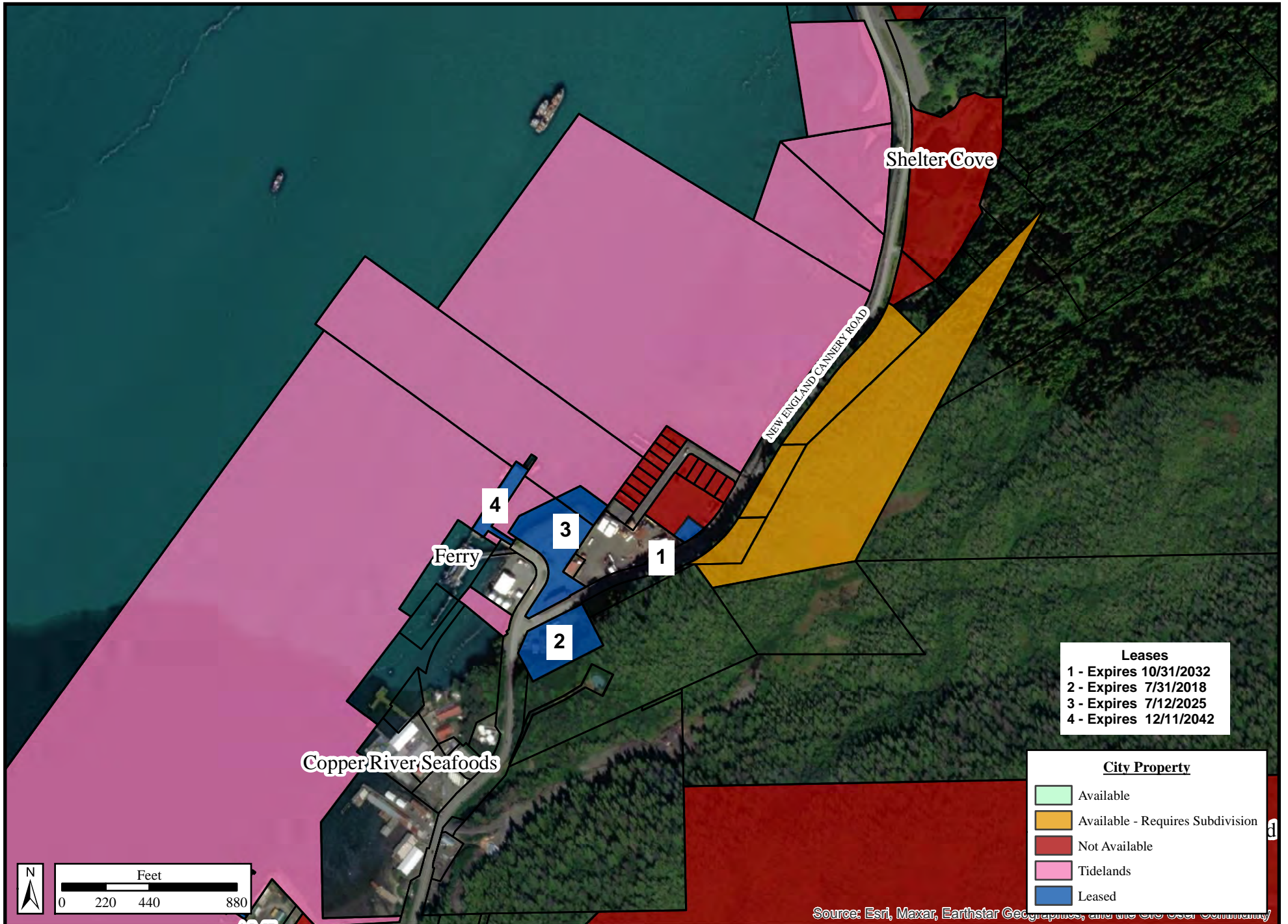
Maps will be updated on an annual basis by the Planning Department staff, reviewed by the Planning Commission, and adopted by City Council. This update process begins each year with updated maps being presented to the Planning Commission, but the maps may be modified throughout the year on a case-by-case basis.

For more information on the land disposal process, refer to Chapter 5.22 of the Cordova Municipal Code, or direct your questions to the Planning Department staff.

New England Cannery Road

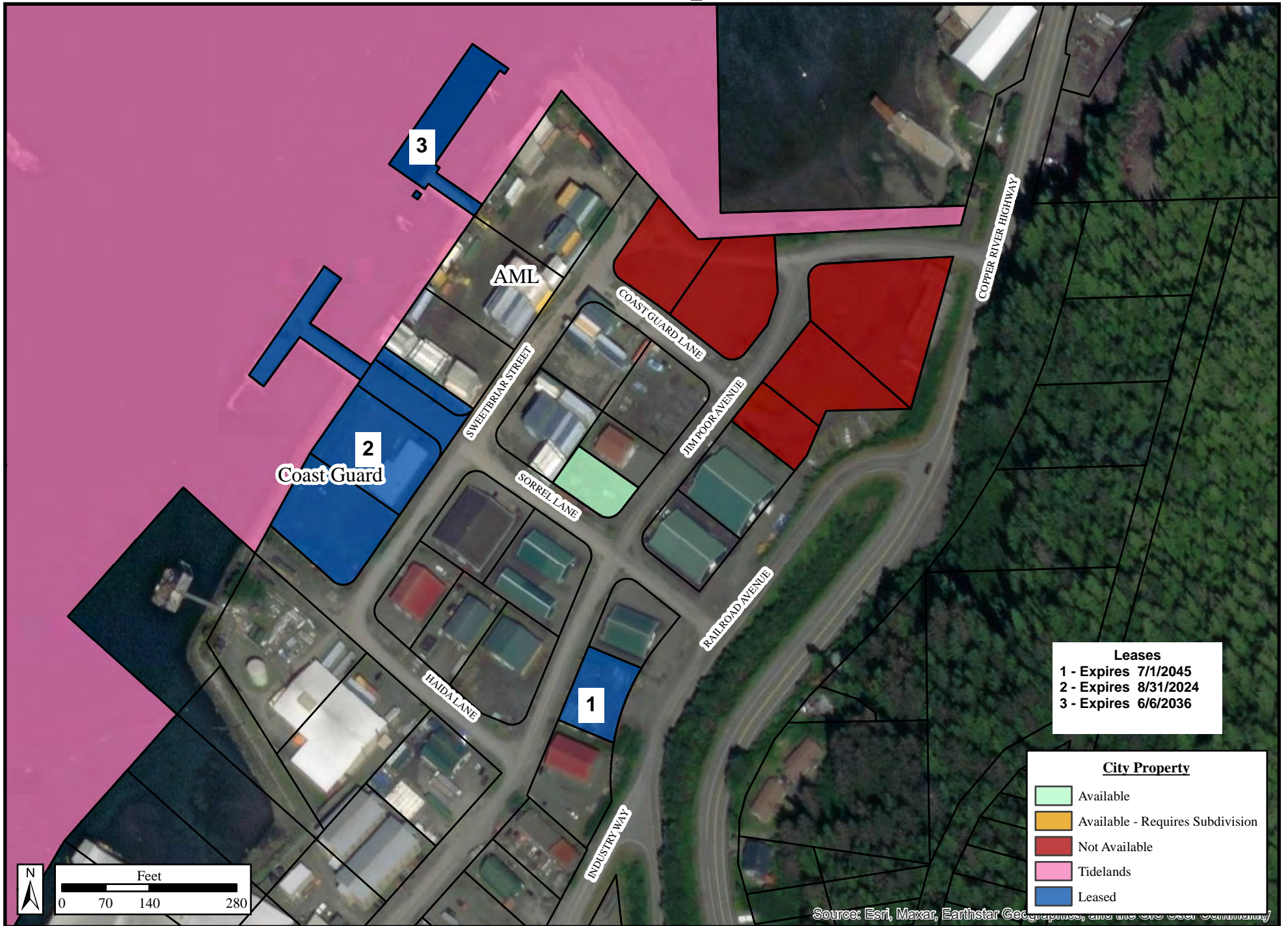


Ocean Dock Subdivision

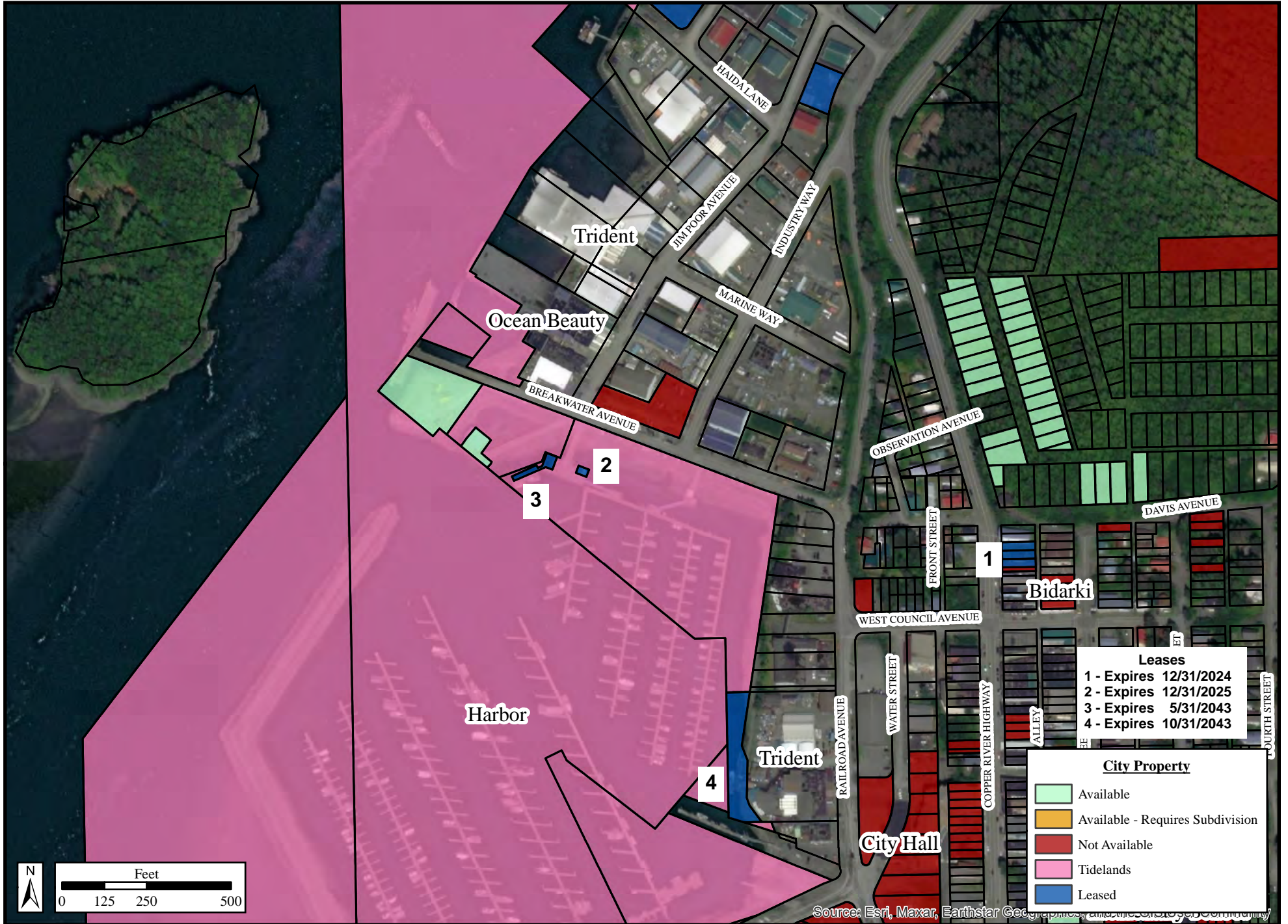


Source: Esri, Maxar, Earthstar Geographics, and the USGS Open Community

North Fill Development Park



Tidewater Development Park & Cordova Industrial Park

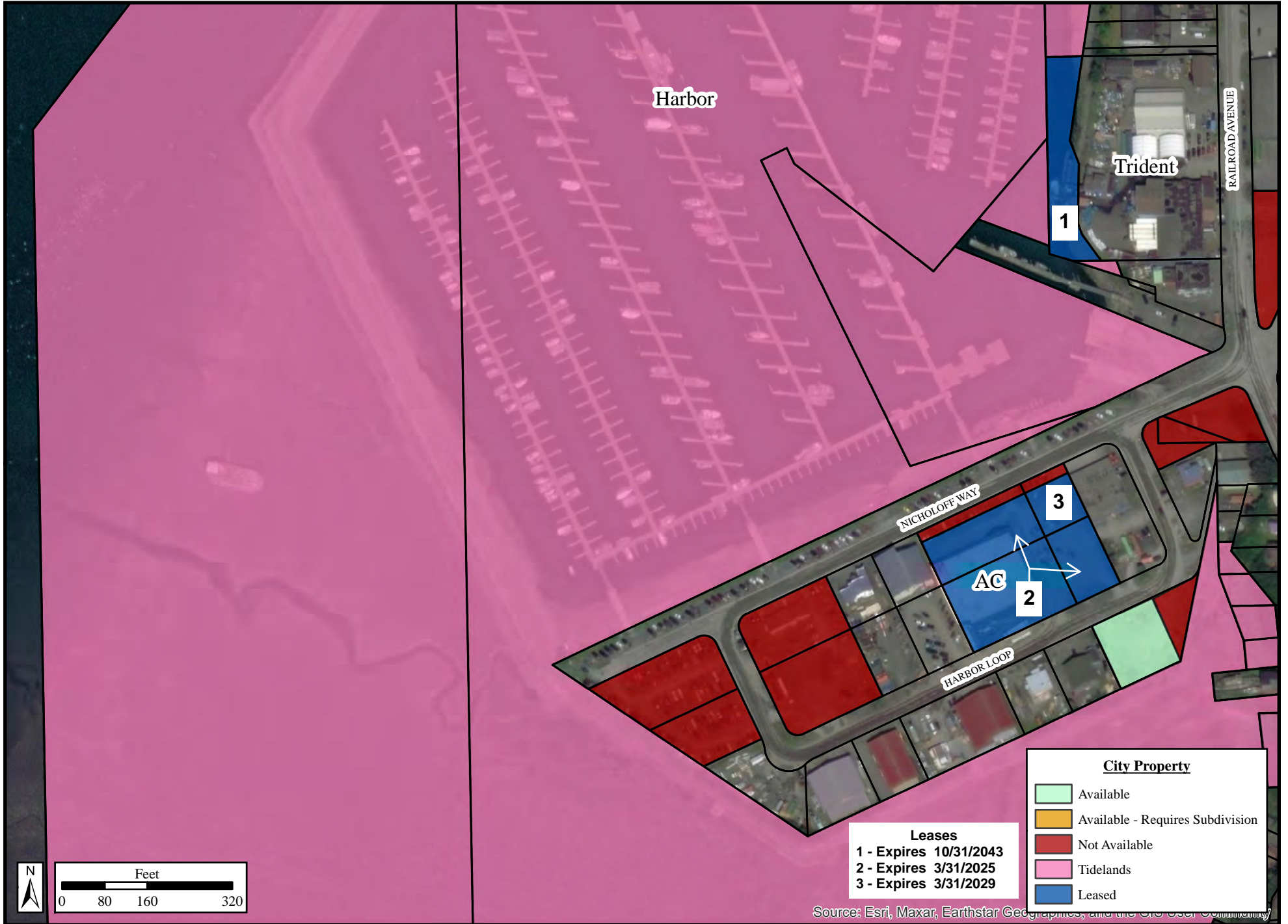


Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

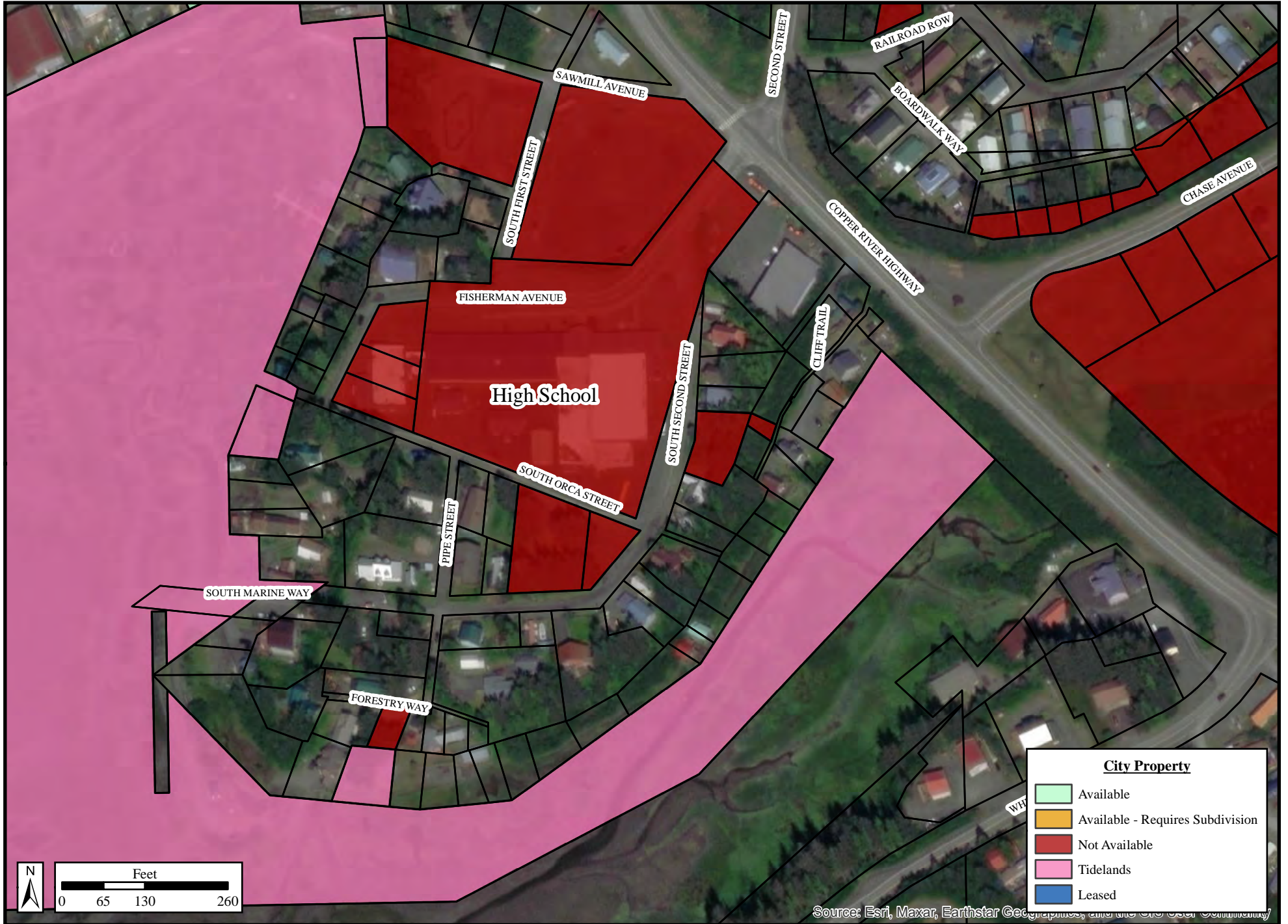
Old Town



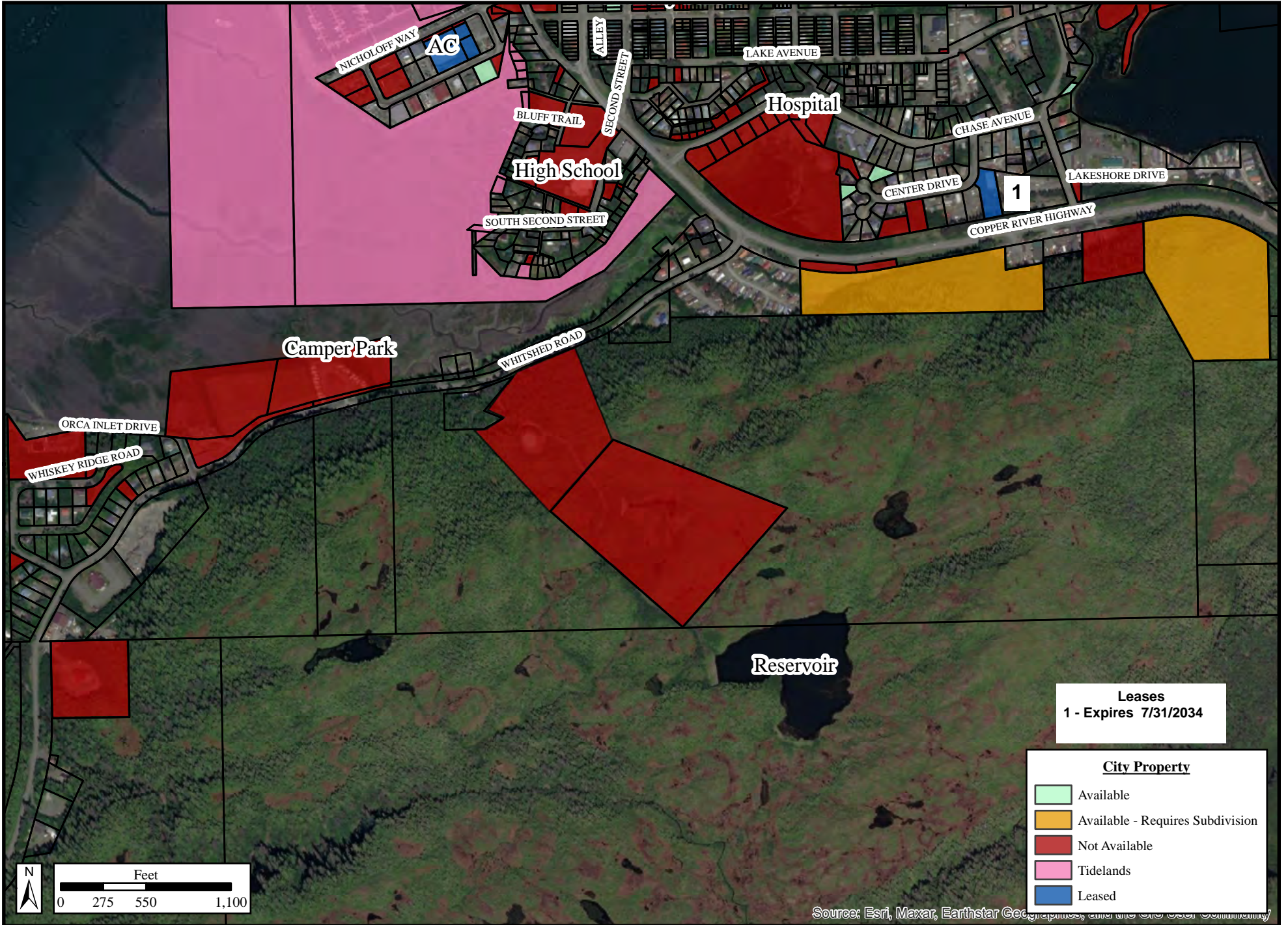
South Fill Development Park



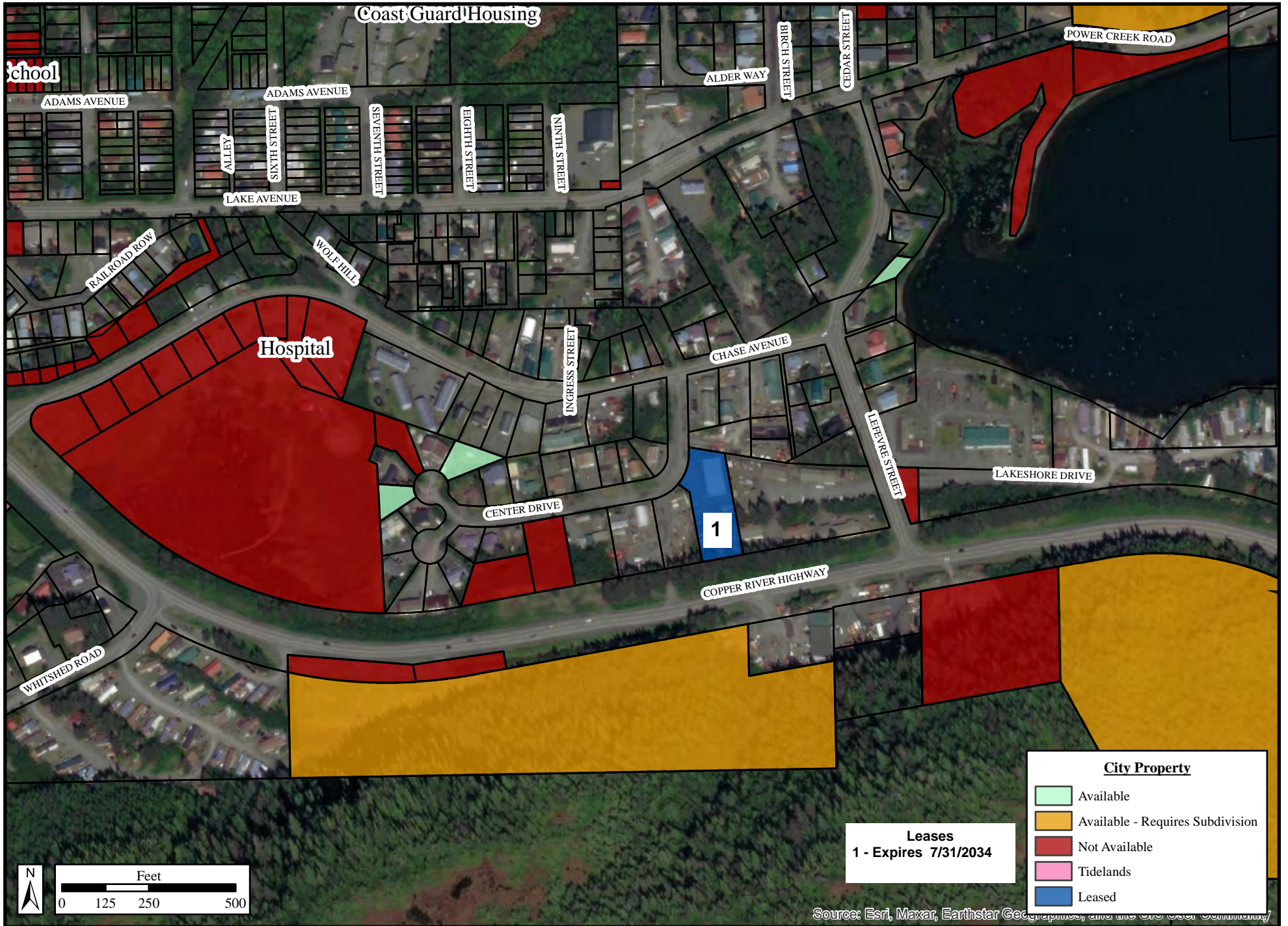
Odiak Slough



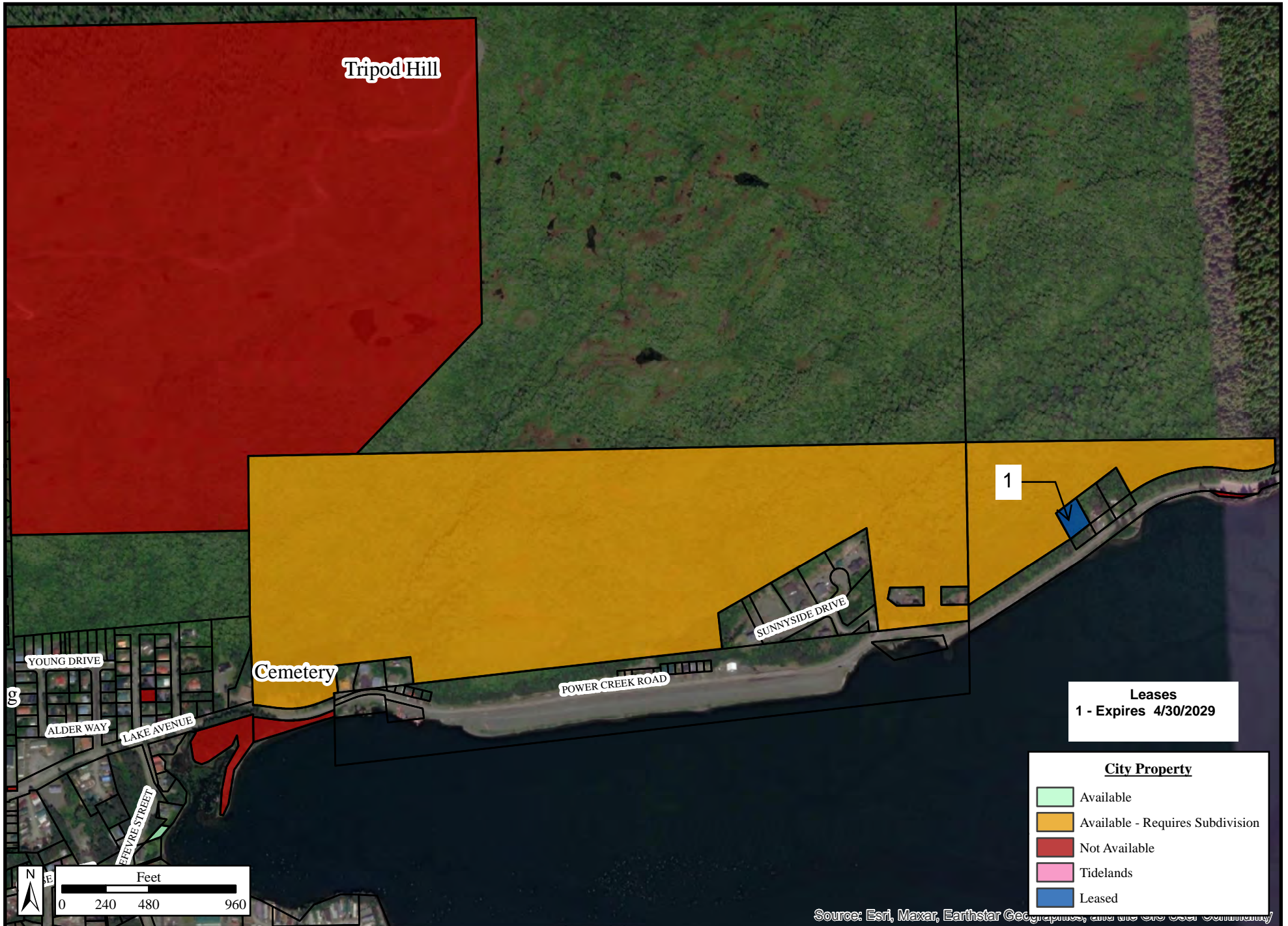
Whitshed Road



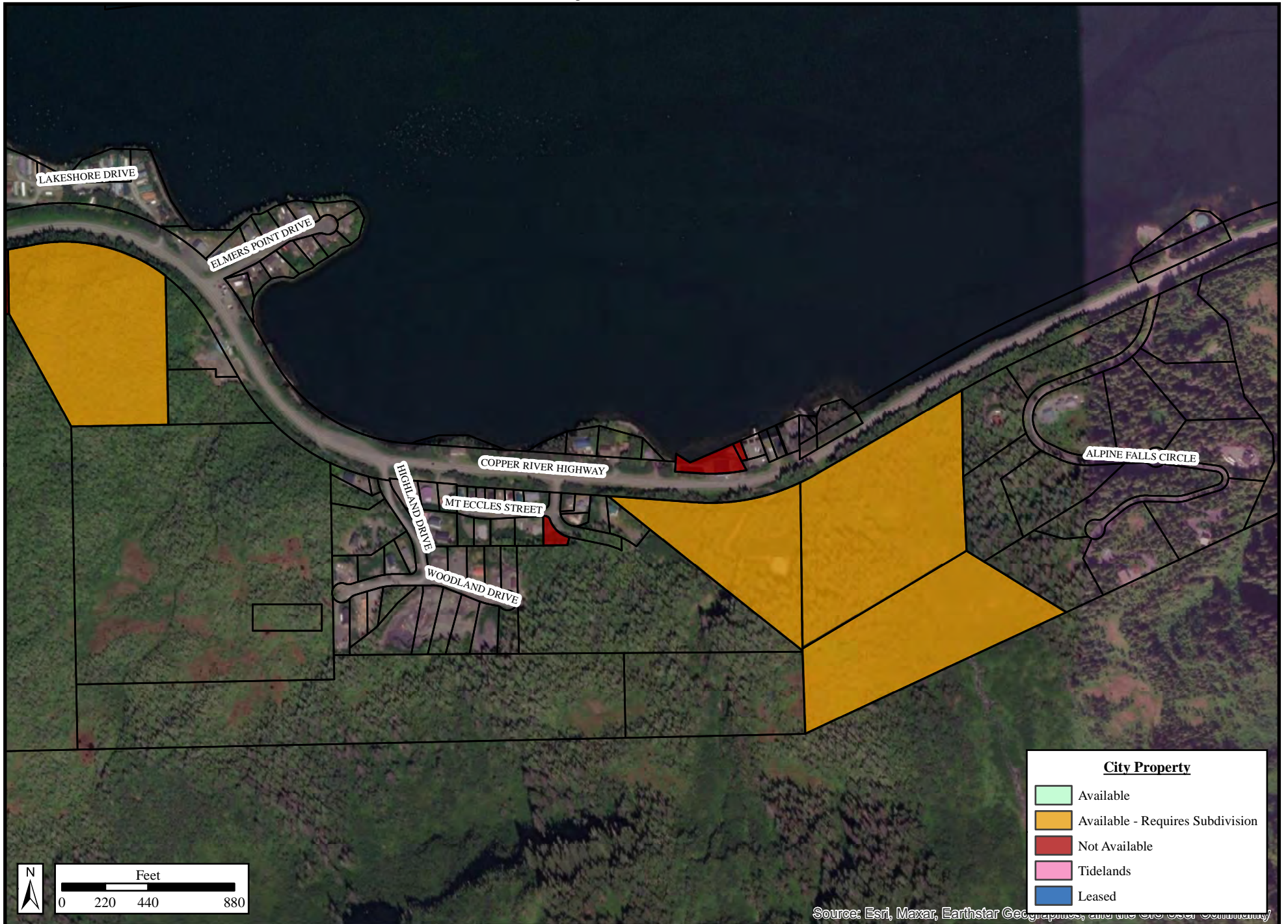
Odiak Park



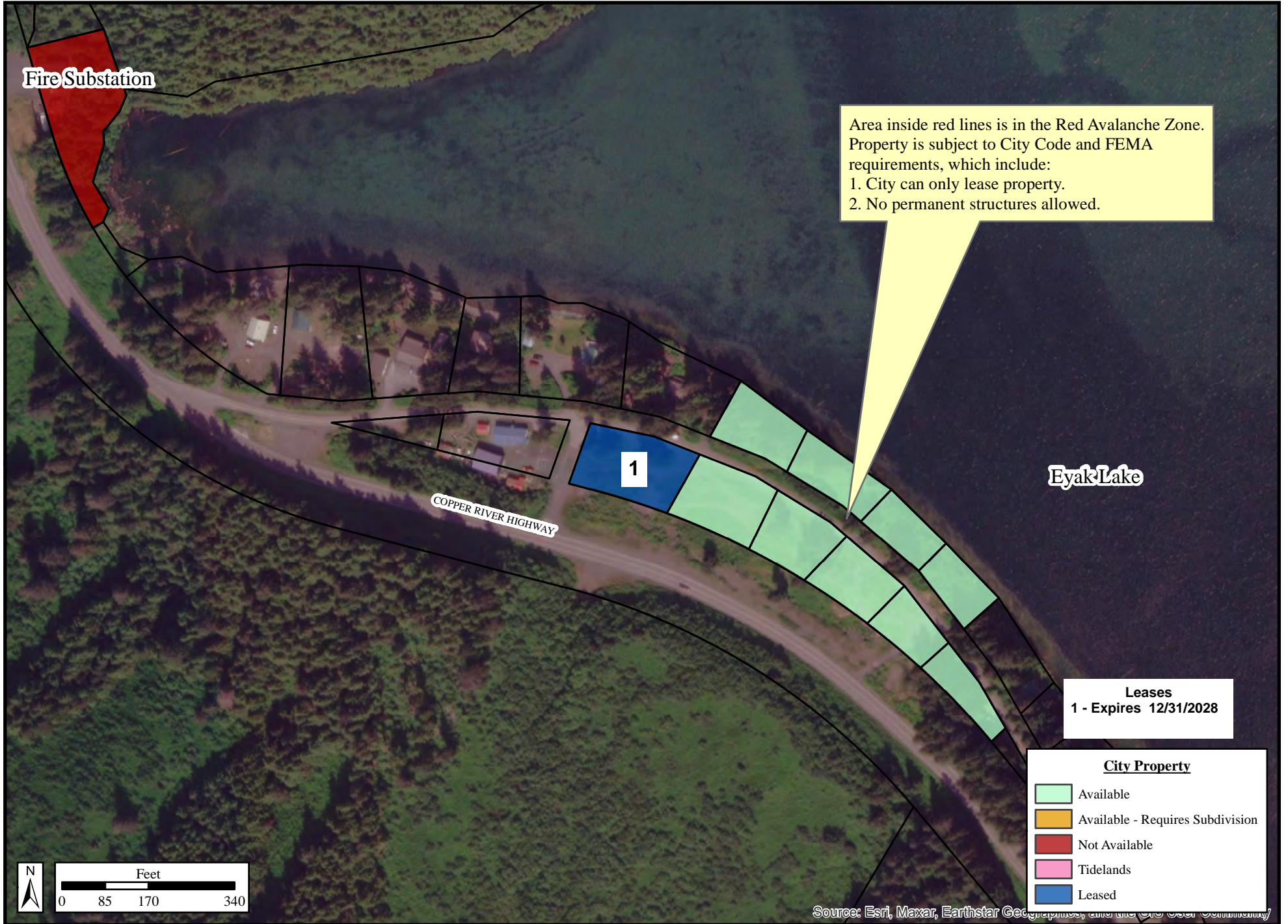
Power Creek Road



Eyak Lake



Five Mile Loop



**CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 24-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,
ALASKA RECOMMENDING THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
ADOPT THE 2024 LAND DISPOSAL MAPS**

WHEREAS, the City Planner is directed by Cordova Municipal Code Section 5.22.030(B) – *Once per year, the City Planner shall review, with the Planning and Zoning Commission, the land disposal map to consider possible changes to the current designations or to add or remove properties to accurately reflect the status of City real property. The Planning and Zoning Commission shall then forward a recommendation to the City Council for adoption.*; and

WHEREAS, the Planning Commission has determined that annually reviewing and recommending the Land Disposal Maps for City Council’s approval will enable the City Manager and City Planner to efficiently determine if land is available for purchase, lease, or lease to purchase; and

WHEREAS, the Planning Commission has identified these Land Disposal Maps as the most current and updated version to be used in the land disposal process; and

WHEREAS, having annually updated maps will benefit the residents of Cordova by providing maps for public review.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend the City Council of the City of Cordova, Alaska adopt the 2024 Land Disposal Maps.

PASSED AND APPROVED THIS 13th DAY OF FEBRUARY, 2024



Tania Harrison, Chair

ATTEST:



Kevin Johnson, City Planner



AGENDA ITEM # 16
City Council Meeting Date: 4/3/24
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, City Planner and Tony Schinella, Harbormaster
DATE: 3/28/24
ITEM: North Harbor Port Infrastructure Development Program (PIDP) 2024 Grant Application
NEXT STEP: Resolution Supporting the Concept for Grant Submission

RESOLUTION INFORMATION
 ORDINANCE MOTION

I. REQUEST OR ISSUE: City staff is preparing an application package for PIDP 2024 grant. Applications for this grant are due May 10, 2024. Staff Requests that City Council reviews the concept that was approved by Harbor Commission and decide if the city should move forward with grant application.

II. RECOMMENDED ACTION / NEXT STEP: Council should open the item for discussion with a motion and a second: “I move to approve Resolution 04-24-17 supporting the North Harbor Port Infrastructure Development Program (PIDP) 2024 Grant Concept for grant application.”

III. FISCAL IMPACTS: We anticipate the following financial impacts from the project for City:

- Demolition costs for PWSSC building will be covered by grant funding.
- Save costs to repair Breakwater Ave. sloughing, and eliminate underlying problem causing sloughing via sheet piled bulkhead.
- Save costs of future north harbor float system rebuild by completing sheet piling now with available federal infrastructure funding.
- All matching funds coming from private industry.
- City would potentially be liable for all costs associated with preliminary engineering, completion of environmental studies, and work to prepare and administer the RFP process for choosing a contractor. Staff anticipates these costs to be up to \$500,000. Based on staffs understanding, these costs would not be reimbursable, but could potentially be counted towards project cost sharing (match money)

This year’s grant application allows for projects in non-contiguous states to request an exemption for the 20% minimum match requirement. While we are allowed to apply without a match, this does still make our application less competitive when it is scored by the DOT. Shoreside Petroleum is pledging to contribute to the project for the costs of designing and constructing the floating fuel dock. New costs estimate for this year

have not been completed but we anticipate Shoresides contribution to put the project around a 15% to 18% match.

IV. BACKGROUND INFORMATION: City staff began working on the 2024 PIDP grant application in February. During this time staff reviewed the 2023 PIDP concept with the Harbor Commission and determined that the best decision was to move forward with the 2023 design and not make any major modifications. This was discussed at the January 10th and February 20th Harbor Commission meetings. A resolution supporting the plan and recommend the council direct staff to apply for the grant was approved at the March 21st meeting.

This concept will accomplish and provide the following:

- Stabilize freight corridor (Breakwater Ave)
- Reduces congestion of freight corridor by relocating parking and pedestrians from roadway and provide truck staging area
- Provide floating fuel dock within the protection of the harbor
- Increase work / laydown are by 100%
- Addition of four cranes, one of which would be a 5-ton crane
- Pedestrian connection between north and south harbors
- Provide shore power to city dock
- LED lighting upgrades throughout north harbor and city dock
- Provide dock safety through addition of safety ladders and mobile fire suppression equipment
- Reduce stormwater sheet flowing damage and contamination through modern stormwater collection

Staff has been reluctant to expend funds on updating the ROM cost estimates and the Benefit Cost Analysis until we get a direction from City Council on if the city should pursue the grant this year. For that reason, this has not yet been brought by Planning Commission.

Staff has two main concerns about pursuing the grant this year:

First being the potential costs the city would have to incur if the project was selected. With the current South Harbor project nearly depleting the Harbor's funds, and the amount that has been allocated to the project from the General Fund, staff wants the council to know that this project could cost the city up to \$500,000 out of pocket. The largest costs would include design engineering and application process that would be necessary to obtain an Army Corp Section 408 permit that will be required for this project.

The second concern is the unknow potential contaminates that may be discovered in the area around the old grid. This area would have to be dredged as part of the plan. Depending on the types of contaminates, and the level of contamination, the spoils may have to be shipped to the lower 48 for disposal. That process of properly removing, storing, shipping, and then disposing of the contaminated soil could blow the project budget.

Whether we apply for the grant this year or not, staff would like to see money budgeted soon to do core sampling of the old grid area. This would give us valuable information that would help us determine the costs that would be associated with the contaminated soils. This would also help us determine if the budgeted contingency would cover the costs or if there would be additional costs the city would have to absorb. This would allow us to back out of the award if we determine we could not absorb the costs. This information would also help if we are not awarded a grant this year, since we would have a better idea of the funding that we would need to request in the future to ensure the costs are covered by federal or state money.

V. LEGAL ISSUES: The project potentially decreases City liability via a number of safety improvements and reduces likelihood of environmental contamination liability through stormwater improvements and a modern fuel dock.

VI. ENVIRONMENTAL ISSUES: An environmental impact assessment is being conducted as a part of the south harbor rebuild. At this time staff has not been made aware of any significant environmental impacts. Staff believes that the project will decrease possible environmental impacts through stormwater improvements and installation of a modern fuel dock. With the exception of the fuel dock, most environmental permitting for the PIDP 2024 project will be completed as part of the permitting for the South harbor rebuild, making the project more attractive to potential funders.

VII. SUMMARY: Staff has worked with the Harbor Commission to refine the PIDP concept to apply for the 2024 PIDP application period. The attached concept has been vetted through multiple public meetings at the Harbor Commission and at Planning Commission in 2023. Staff has worked to keep this project as competitive as possible especially considering that we are request an exemption from the minimum match requirement.

VIII. ATTACHMENTS:

- A. Resolution 04-24-17
- B. 2024 PIDP Concept Drawing
- C. Resolution 03-24-01 Harbor Commission Recommendation

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-24-17**

**A RESOLUTION OF THE CITY OF CORDOVA, ALASKA SUPPORTING THE 2024 PORT
INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP) GRANT APPLICATION FOR THE
“CORDOVA NORTH HARBOR EFFICIENCY AND RESILIENCY PROJECT”.**

WHEREAS, the project was publicly vetted through Harbor Commission and Planning Commission who voted in support of the concept; and

WHEREAS, the project would repair the sloughing of Breakwater Ave, the main freight artery connecting to the north harbor, through construction of a sheet piled bulkhead; and

WHEREAS, the bulkhead will, allow for relocating parking and pedestrians off of Breakwater Ave reducing congestion and user conflicts; and

WHEREAS, construction of a floating fuel dock will improve efficiency within the fishing fleet by increasing the number of available fuel pumps, reducing travel time to fuel up, improving safety for smaller vessels by offering a protected area for fueling, and reducing potential negative environmental impacts via a modernized fuel float with built-in fuel catchment in the event of a spill; and

WHEREAS, the project would create an off-street multimodal connection between north and south harbor which increases freight efficiency on city streets, and improves pedestrian safety and quality of life; and

WHEREAS, additional cranes will improve harbor efficiency for loading and unloading boats and freight vehicles, and relieving congestion at the limited number of existing cranes; and

WHEREAS, doubling the laydown area, providing truck staging areas, and installation of a 5-ton crane will increase efficiency by creating a working waterfront where multiple users can work simultaneously and reducing delays; and

WHEREAS, the project will decrease the harbor’s environmental impact through LED lighting upgrades, and installation of a modern stormwater system with oil water separators; and

WHEREAS, the project will increase north harbor user safety and decrease City liability by installing up-and-out safety ladders, mobile fire suppression equipment and security cameras; and

WHEREAS, the project will increase large-vessel convenience and efficiency by installing high-voltage shore power at the City Dock; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Cordova, Alaska, supports the 2024 PIDP North Harbor Efficiency and Resiliency Project grant application and concept.

PASSED AND APPROVED ON THE 3rd DAY OF APRIL 2024.

Mayor David Allison

Attest:

Susan Bourgeois, City Clerk



CONCEPT
4/21/23

PND Engineers, Inc. (PND) is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Where specifications are general or not called out, the specifications shall conform to standards of industry. Drawings are for use on this project only and are not intended for reuse without written approval from PND. Drawings are also not to be used in any manner that would constitute a detriment directly or indirectly to PND.

REV	DATE	DESCRIPTION

DATE: _____

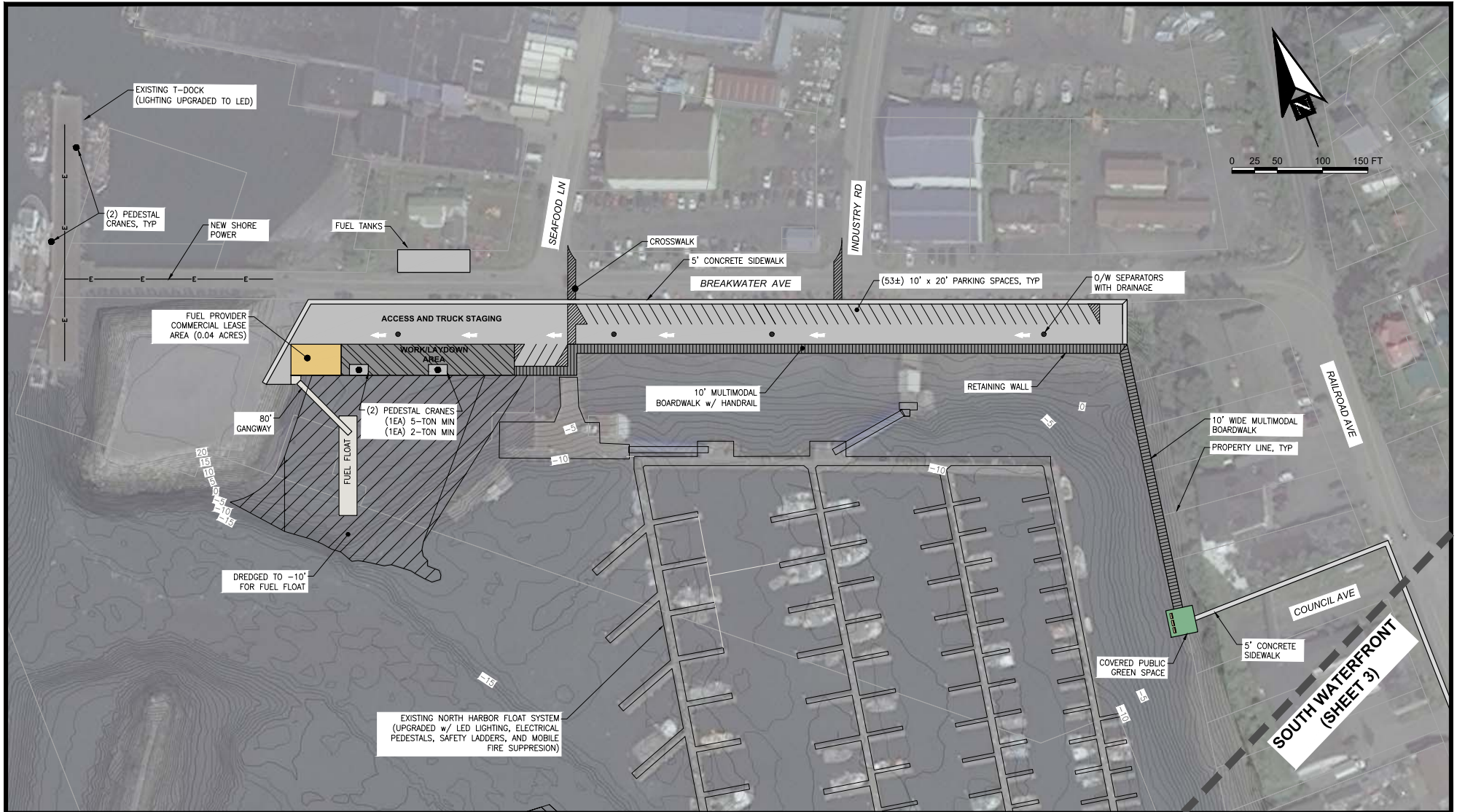
1506 West 36th Avenue
Anchorage, Alaska 99503
Phone: 907.561.1011
www.pndengineers.com
AK LIC# AECC250



CORDOVA NORTH HARBOR IMPROVEMENTS

PROJECT OVERVIEW

DESIGNED BY: BJ	DATE: 4/21/23	SHEET NO: 01 OF 3
CHECKED BY: CC	PROJECT NO: 221031	



CONCEPT
4/21/23

PND Engineers, Inc. (PND) is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Where specifications are general or not called out, the specifications shall conform to standards of industry. Drawings are for use on this project only and are not intended for reuse without written approval from PND. Drawings are also not to be used in any manner that would constitute a detriment directly or indirectly to PND.

REV	DATE	DESCRIPTION

DATE: _____

1506 West 36th Avenue
Anchorage, Alaska 99503
Phone: 907.561.1011
www.pndengineers.com
AK LIC# AECC250



PROJECT: **CORDOVA NORTH HARBOR IMPROVEMENTS**

TITLE: **NEW SITE PLAN**

DESIGNED BY: BJ	DATE: 4/21/23	SHEET NO: 02 OF 3
CHECKED BY: CC	PROJECT NO: 221031	



CONCEPT
4/21/23

PND Engineers, Inc. (PND) is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Where specifications are general or not called out, the specifications shall conform to standards of industry. Drawings are for use on this project only and are not intended for reuse without written approval from PND. Drawings are also not to be used in any manner that would constitute a detriment directly or indirectly to PND.

REV	DATE	DESCRIPTION

DATE: _____

1506 West 36th Avenue
Anchorage, Alaska 99503
Phone: 907.561.1011
www.pndengineers.com
AK LIC# AECC250



PROJECT: **CORDOVA NORTH HARBOR IMPROVEMENTS**

TITLE: **SOUTH WATERFRONT IMPROVEMENTS**

DESIGNED BY: BJ	DATE: 4/21/23	SHEET NO: 03 OF 3
CHECKED BY: CC	PROJECT NO: 221031	

**CORDOVA BARBOR COMMISSION
CORDOVA, ALASKA
RESOLUTION 03-24-01**

**A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF CORDOVA, ALASKA SHOWING
SUPPORT FOR THE PIDP 2023 GRANT CONCEPT AND RECOMMENDING CITY COUNCIL APPROVE
THE CONCEPT FOR GRANT APPLICATION.**

WHEREAS, the project would repair the sloughing of Breakwater Ave, the main artery connecting to the north harbor, through construction of a sheet piled bulkhead; and

WHEREAS, the bulkhead will, increase north harbor parking capacity, reduce construction costs when the north harbor float system is eventually rebuilt, and create leasable waterfront commercial space; and

WHEREAS, construction of a floating fuel dock will improve efficiency within the fishing fleet by increasing the number of available fuel pumps, reducing travel time to fuel up, improving safety for smaller vessels by offering a protected area for fueling, and reducing potential negative environmental impacts via a modernized fuel float with built-in fuel catchment in the event of a spill; and

WHEREAS, the project would create an off-street pedestrian connection between north and south harbor which increases freight efficiency on city streets, and improves pedestrian safety and quality of life; and

WHEREAS, Additional cranes will improve harbor efficiency for loading and unloading boats and freight vehicles, and relieving congestion at the limited number of existing cranes; and

WHEREAS, an additional launch ramp will greatly relieve uplands traffic congestion and increase user efficiency; and

WHEREAS, the three-stage dock is a vital piece of harbor infrastructure and is in need of repair to remain safe and usable; and

WHEREAS, the project will decrease the harbor's environmental impact through LED lighting upgrades, and installation of a permanent oil and antifreeze collection station; and

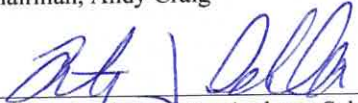
WHEREAS, the project will increase north harbor user safety and decrease City liability by installing up-and-out safety ladders and portable fire protection; and

WHEREAS, the project will increase large-vessel convenience and efficiency by installing high-voltage shore power at the City Dock; and

NOW, THEREFORE, BE IT RESOLVED, that the Harbor Commission of the City of Cordova, Alaska, supports the 2024 PIDP North Harbor Modernization Project grant application concept and recommends the Council of the City of Cordova approves of the concept for grant application.

PASSED AND APPROVED ON THE 21st DAY OF MARCH 2024.

Chairman, Andy Craig



Cordova Harbormaster, Anthony Schinella



AGENDA ITEM 17
City Council Meeting Date: 4/3/24
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 03/18/24
ITEM: Vice Mayor Election
NEXT STEP: Majority voice or roll call vote

ORDINANCE RESOLUTION
 MOTION INFORMATION

I. REQUEST OR ISSUE: Council election of a Vice Mayor.

II. RECOMMENDED ACTION / NEXT STEP: Council nominates one or more council members to serve as Vice Mayor for one year. Suggested motion:

I move to nominate Council member _____ to serve as Vice Mayor until the first meeting after the beginning of the terms of those elected in the 2025 Regular City Election.

III. FISCAL IMPACTS: none

IV. BACKGROUND INFORMATION: See charter references on next page. Most important role of Vice Mayor is chairing meetings in the Mayor’s absence and otherwise taking on the role of Mayor when Mayor is absent (charter 2-2). The charter is clear that the terms of office begin the day after certification (see charter 10-2) which means they began on March 21. The first meeting after March 21, is tonight’s April 3 meeting. Therefore, Council is electing a Vice Mayor tonight.

V. LEGAL ISSUES: see charter references attached

VI. SUMMARY AND ALTERNATIVES: Council can either vote aloud, by roll call vote, or by secret ballot for a nominee or nominees.

Charter:

Charter section 2-2 reads as follows:

At the first meeting after the time prescribed for the beginning of the terms of newly elected council members, or as soon thereafter as practicable, the council shall elect one of its members vice mayor, who shall serve as such until the next such first meeting. The vice mayor shall only act as mayor during the absence or disability of the mayor, or, if a vacancy occurs in the office of mayor, until another mayor is appointed by the council and is qualified. The vice mayor when presiding over the council as acting mayor, shall have a vote only as a council member. If the office of vice mayor becomes vacant, the council shall elect, from its members, another vice mayor for completion of the unexpired term.

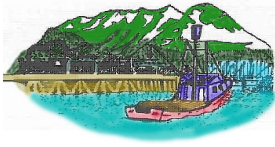
Section 10-2. - Three-year terms—Election at large—Nonpartisan elections.

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

The person elected to Seat A in 1995 shall serve for a two-year term. Other than the council member elected to Seat A in 1995, all council members shall be elected to serve three-year terms. The mayor shall be elected to serve a two-year term. At the regular election in 1996, and every three years thereafter, two council members will be elected (Seats D and E). At the regular election in 1997, and every three years thereafter, three council members (Seats F, G and A) will be elected. If there are any council member seats vacant after an election year (because of failure of candidates to file or qualify or for other cause), then a drawing shall be held at a council meeting under its direction to determine which of the two or three council members whose terms are about to expire shall continue to serve. If there is only one council member whose term is about to expire, and who has not been re-elected, that member shall continue to serve in such case.

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

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



City Council of the City of Cordova, Alaska
Pending Agenda
April 3, 2024 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) Public Safety Resources - discussion | 1/20/2021 |
| 2) Ordinance change (Title 4) to ensure Council has a role in CBA approval process | 9/6/2023 |
| 3) Council discussion about incentives for investment in Cordova | 11/3/2021 |
| 4) Revenues (head tax, mv fees, airline landing tax, etal) - explore alternate revenues in '24 | 12/6/2023 |
| 5) Res to legislature supporting adoption of stricter punishment for drug sales that cause overdose deaths | 6/15/2022 |
| 6) Facility condition assessments part 2 work session (did P&R on 4-19-23) - Oct '23 | 9/6/2023 |
| 7) City Code re: procurement, Manager spending limit trigger in a code provision | 4/19/2023 |
| 8) Discuss/create a policy for established timeframes for review of City ongoing contracts | 9/6/2023 |
| 9) Explore methods to capture tourism dollars by requiring arriving RVs to use paid facilities | 9/6/2023 |

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

- | | |
|---|------------|
| 1) Disposal of PWSSC Bldg - referred until more of a plan for north harbor so the term of RFP would be known | 1/19/2022 |
| 2) Res 12-18-36 re E-911, will be back when a plan has been made | 12/19/2018 |

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

- 1) Capital Priorities List, Resolution 01-24-01, 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:

4/17/2024	7/17/2024	10/16/2024	1/15/2025
------------------	------------------	-------------------	------------------
- 3) Joint City Council and School Board Meetings - twice per year, May & October
 6pm before Council mtg **5/1/2024** 6pm @ CHS before Sch Bd mtg **Oct. or Nov. 2024**
- 4) Clerk's evaluation - each year in **Feb** (before Council changeover after Mar election) - next **Feb '25**
- 5) Manager's evaluation - each year in **Jan** - next one **Jan '25**
- 6) In **May** each year City will provide public outreach regarding beginning of bear season photo by Wendy Ranney
- 7) Code rewrite Titles 5 & 7 - Work Sessions with City attorneys ongoing **1Q '24**
- 8) Each year in **June** Council will approve by Resolution, the School's budget and City's contribution
- 9) In person attendance requirements for Council members - staff direction action item **5/1/24** meeting
- 10) Revisit City Manager's contract - executive session - **April 17, 2024** regular meeting



8/3/2022

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
April 3, 2024 Regular Council Meeting

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

- 1) Fisheries Advisory Committee:**

re-auth res 01-20-04 approved Jan 15, 2020	1-John Williams (fisheries educ/Mar Adv Prgm)	2-Jeremy Botz (ADF&G)
auth res 04-03-45 approved Apr 16, 2003	3-vacant (processor rep)	4-Jim Holley (marine transportation/AML)
	5-Chelsea Haisman (fish union/CDFU)	6-Tommy Sheridan (aquaculture)

- 2) Cordova Trails Committee:**

re-auth res 11-18-29 app 11/7/18	1-Elizabeth Senear	2-Toni Godes
auth res 11-09-65 app 12/2/09	3-Dave Zastrow	4-Ryan Schuetze
	5-Stormy Haught	6-Michelle Hahn

- 3) Fisheries Development Committee:**

authorizing resolution 12-16-43	1-Warren Chappell	2-Andy Craig	3-Bobby Linville
reauthotrization via Res 11-19-51	4-Gus Linville	5-vacant	6-Bob Smith
approved 11/20/2019	7- Ron Blake	8- John Whissel	

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

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

David Janka	appointed March 2024	2 year term until May 2026
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- 2) Prince William Sound Aquaculture Corporation Board of Directors**

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

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-24-01**

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

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

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

Port and Harbor

- North Harbor Efficiency and Safety
 - Stabilize Breakwater Ave through sheet piling to create usable uplands for industrial, commercial, Harbor and associated uses.
 - Improve pedestrian safety by creating a sidewalk and boardwalk system to navigate between the north and south harbors.
 - Provide additional cranes, laydown areas, and in-harbor fuel services.
- Waste Oil/Maintenance Building
- Shipyard Expansion
- Harbor Basin Expansion

Water Upgrades

- Improve water delivery during peak water usage.
- Booster station at Murchison tank to improve water delivery during peak flow.
- Permanent siphon at Crater Lake to improve water delivery during peak flow.
- Upgrade Pipe Infrastructure.
- Upgrade pump stations and equipment.
- Feasibility Study services and Fire Protection (hydrants) to Outlying Areas
- Water distribution upgrades

Sewer Upgrades

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

Streets Infrastructure and Equipment

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

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

Public Safety

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

Recreational Safety and Development

Pool Infrastructure

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

Bidarki Recreation Center

- Structural Repair
- Code and Ada Compliance
- Facility Improvements

Eyak Lake Skater’s Cabin

- Demolish and replace.

Playground Renovations

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

Parks Restrooms/Buildings/Structures

- Ballfield/Cordova Municipal Park Restroom/Concession Stand – Code and ADA Compliance
- Fleming Spit Restroom Replacement
- Odiak Pond Boardwalk and Gazebo – Code and ADA Compliance
- Odiak Camper Park Restrooms/Facility Improvements – Code and ADA Compliance.
- Parks Maintenance Shop Facility Improvements – Code Compliance

Ski Hill Improvements

Land Development

- Housing
- Cold Storage
- Harbor Basin Expansion

and;

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

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

PASSED AND APPROVED THIS 17th DAY OF JANUARY 2024



[Handwritten Signature]

David Allison, Mayor

ATTEST:








[Handwritten Signature]

Susan Bourgeois, CMC, City Clerk

most recently approved capital improvements list

April 2024

CALENDAR MONTH **APRIL**
 CALENDAR YEAR **2024**
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1 	2	3 7:00 Council reg mtg CCAB	4	5 Last day to appeal property assessments	6 
7	8	9 	10-14 CHS @ Aurora Music Regionals Apr 9 - 14		12 	13 
14	15 	16 5:30 CTC Board Meeting CCER	17 7:00 Council reg mtg CCAB	18	19	20 SAT, APR 13 AT 7 PM Disco Cowgirl DTK
21	22 7:00 BOE Hearing CCAB	23	24 6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	25 6:00 Hosp Svc Bd HCR	26	27
28	22-30 Passover April 22-30 	30 6:00 P&R CCM	1	2	3	4

Notes

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

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

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

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

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

May 2024

CALENDAR MONTH **MAY**
 CALENDAR YEAR **2024**
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1	2	3	4
			7:00 Council reg mtg CCAB			
5	6	7	8	9	10	11
			6:00 Harbor Cms CCAB 7:00 Sch Bd HSL			
12	13	14	15	16	17	18
		6:30 P&Z CCAB	7:00 Council reg mtg CCAB			
19	20	21	22	23	24	25
		5:30 CTC Board Meeting CCER	6:00 CEC Board Mtg CCER			
26	27	28	29	30	31	1
	 City Hall Closed Memorial Day Holiday 5/27	6:00 P&R CCM		6:00 Hosp Svc Bd HCR		

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

Mayor and City Council - Elected

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

elected by cncl

Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, president bjewell@cordovasd.org	Mar 1, 2022, Mar 5, 2019, Mar 1, 2016, Mar 5, 2013	March-25
3 years	Henk Kruithof hkruithof@cordovasd.org	March 5, 2024 March 2, 2021	March-27
3 years	Terri Stavig tstavig@cordovasd.org	March 1, 2022	March-25
3 years	Peter Hoepfner phoepfner@cordovasd.org	Mar 5, 2024, Mar 2, 2021, Mar 6, 2018, Mar 3, 2015, Mar 6, 2012, Mar 3, 2009, Mar 7, 2006	March-27
3 years	David Glasen	March 7, 2023	March-26

seat up for re-election in Mar '25	vacant
board/commission chair	
seat up for re-appt in Nov '24	

(updated 04-03-24)

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

Hospital Services - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	Diane Ujioka CCMCBoardSeatC@cdvcmc.com	March 5, 2024 December 19, 2023	March-27
3 years	Ann Linville CCMCBoardSeatA@cdvcmc.com	March 1, 2022	March-25
3 years	Chris Iannazzone CCMCBoardSeatB@cdvcmc.com	March 7, 2023 March 24, 2022	March-25
3 years	Liz Senear CCMCBoardSeatD@cdvcmc.com	March 5, 2024 March 2, 2021	March-27
3 years	Kelsey Appleton Hayden, Chair CCMCBoardSeatE@cdvcmc.com	March 7, 2023 March 3, 2020	March-26

Library Board - Appointed

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

Planning Commission - Appointed

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

seat up for re-election in Mar '25	vacant
board/commission chair	
seat up for re-appt in Nov '24	

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

Harbor Commission - Appointed

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

Parks and Recreation Commission - Appointed

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

Historic Preservation Commission - Appointed

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

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

(updated 04-03-24)