

Mayor
Kristin Smith

Council Members
Debra Adams
Lee Collins
Aaron Hansen
Kasey Kinsman
Michael Mickelson
Wendy Ranney
David Zastrow

City Manager
Samantha Greenwood

City Clerk
Susan Bourgeois

Deputy City Clerk
Colette Gilmour

Regular City Council Meeting
October 21, 2026 @ 7:00pm
Cordova Center Comm Rooms
Agenda



A. Call to order

B. 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 Kristin Smith, Council members Debra Adams, Lee Collins, Aaron Hansen, Kasey Kinsman, Michael Mickelson, Wendy Ranney, and David Zastrow

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

E. Disclosures of Conflicts of Interest & Ex Parte Communications..... (page 1)

- ex parte communications are disclosed here, the content of the communications are explained when the item comes before Council, ex parte does not recuse a member, it is required that any ex parte communications are declared to the full body and explained

F. Communications by and Petitions from Visitors

1. Guest Speaker – **Corvus Designs & ECI Alaska Architecture** Justin Scanio, Brian Meissner..... (page 2)
presentation of Parks & Rec Master Plan
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions.....(Hospital Board, School Board, etal)
 - a. PWSRCAC September 2026 meeting highlights..... (page 9)
 - b. Library Board memo to Council and letter supporting E-Rate program funding..... (page 13)

G. Approval of Consent Calendar

4. Council action to protest or waive protest for transfer of location for liquor licenses #6008..... (page 16)
(brewery manufacturer) & #15013 (brewery retail) from 507 to 516 First St.
5. Resolution 10-26-28..... (page 29)
A resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a purchase & sale agreement with Brian and Vera Rutzer for a 360 square foot portion of ATS 220
6. Resolution 10-26-29..... (page 46)
A resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a purchase & sale agreement with John I. & Barbara B. Harvill AMI Revocable Trust for a 1,780.21 square foot portion of Lots 4A & 4B, Harvill Subdivision
7. Resolution 10-26-32..... (page 63)
A resolution of the Council of the City of Cordova, Alaska approving the final plat for the Jensen & Nolan subdivision
8. Resolution 10-26-33..... (page 92)
A resolution of the Council of the City of Cordova, Alaska confirming approval of the Collective Bargaining Agreement between the City of Cordova and the IBEW Local Union #1547

H. Approval of Minutes - none

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

9. Mayor's Report
10. City Manager's Report..... (page 113)
11. City Clerk's Report (notice for available board & commission seats)..... (page 114)
12. Staff Reports: a. Cordova Police Department, **Chief Cameron Hayden**, 3Q 2026 report..... (page 115)

- b. Cordova Public Library & Cordova Historical Museum, **Director Ashley Bivin**, 3Q 2026 reports..... (page 118)
- c. Parks & Recreation Department, **Director Samantha Hagerthy-Schneider**, 3Q 2026 report..... (page 125)
- d. City Investments, AK Permanent Capital Mgt, **Lindsey Cashman**, 3Q 2026 report..... (page 139)
- e. Cordova Volunteer Fire Department, **Chief Stephen Phillips**, 3Q 2026 report..... (page 145)

K. Correspondence - City Council correspondence primer..... (page 150)

L. Ordinances and Resolutions

13. Ordinance 1242..... (roll call vote)(page 151)

An ordinance of the Council of the City of Cordova, Alaska, repealing and reenacting Cordova Municipal Code Chapter 8.04, Animals, and amending CMC 1.28.085(c), Minor Offense Fine Schedule, to modernize animal control, impoundment, bite and attack response, potentially dangerous and vicious dog procedures, quarantine, humane disposition, enforcement, and penalties – 2nd reading

14. Ordinance 1243..... (voice vote)(page 224)

An ordinance of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a lease with option to purchase agreement with David Evans for a portion of Lots 11-14, Block 32, Original Townsite -1st reading

15. Resolution 10-26-30..... (voice vote)(page 247)

A resolution of the Council of the City of Cordova, Alaska establishing the City of Cordova enhanced 911 surcharge effective January 1, 2027; repealing and superseding Resolutions 08-10-49 and 03-12-20; and providing for collection, accounting, and annual review

16. Resolution 10-26-31..... (voice vote)(page 256)

A resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a sole source contract with Central Square Technologies, LLC for the acquisition of the Vertex E911 call handling solution

M. Unfinished Business - none

N. New & Miscellaneous Business

17. Council action on disposal and method of disposal for Portion of ATS 220..... (voice vote)(page 263)
Approximately 1,116 Square Feet in Size

18. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 269)

O. Audience Participation - (3 minutes per speaker)

P. Council Comments

Q. Executive Session

19. Council Annual Evaluation of City Manager Samantha Greenwood, a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion; Greenwood has NOT requested a public session

20. Council Annual Evaluation of City Clerk Susan Bourgeois, a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion; Bourgeois has NOT requested a public session

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

R. Adjournment

**if you have a disability that makes it difficult to attend city-sponsored functions, contact 907-424-6200 for assistance.
full City Council agendas and packets available online at www.cityofcordova.net**

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**

Regular Meetings of the Cordova City Council are live streamed on the City's YouTube <https://www.youtube.com/@CityofCordovaAlaska/streams>
or are available there for viewing or audio-only by the next business day

October 21, 2026, Cordova City Council Packet is 278 pages.

Part 1 is pages 1-149, Agenda items A-J, 1-12.

Part 2 is pages 150-278, Agenda items K-R

Agenda is attached to both halves.

Conflicts of Interest – How to Declare/How to Determine

Declare any financial interest - or any you think someone else may think you have.

1. Mayor, or Chair weighs in; determines if there is an interest and if so, is it "substantial".
2. See 3.10.050 A - doesn't include if everyone in town, or a large number of people in town, has the same interest. If you are a member of NVE or are on the CEC Board, if it is not a "compensated position" then there is no conflict (stipends do not constitute compensation).
3. Chair weighs the 4 items listed under 3.10.050 C - that analysis determines if there is a "substantial" financial interest.
4. The body may overrule the Chair decision. Any member may declare a conflict that another member may have and then chair and/or body will make a ruling.

3.10.010 Conflicts of interest—Council members.

- A. Except as otherwise provided in this section, **no Council member or the Mayor shall participate in an official action in which he or she has a substantial financial interest.** Participation in an official action includes voting, debating or discussing a matter with Council members or any person authorized to act on the matter.
- B. Immediately after Council approves the agenda at a regular or special meeting, **the Mayor and each Council member shall declare any financial interest in an official action appearing on the agenda** and ask to be excused from participating in the matter if the disclosed financial interest is substantial. Any member may question whether another Council member or the Mayor has a substantial financial interest in an official action appearing on the agenda.
- C. Once a financial interest has been disclosed by a Council member, **the Mayor shall determine whether or not the interest exists and, if so, if it is substantial.** If the Mayor or a Council member discloses a financial interest held by the Mayor, the City Council shall determine if the Mayor has a substantial financial interest.
- D. A determination of the Mayor under this section may be overridden by a majority vote of Council.
- E. If the Mayor is ruled to have a substantial financial interest in a matter, the Mayor shall yield the chair to the Vice Mayor during Council discussion and its vote on the matter, and shall not participate in discussion of or vote on the matter.
- F. Rule of Necessity. Exceptions to a ruling excusing a Council member from participation shall be made in cases where:
 1. By reason of being excused for conflicts of interest the number of Council members is reduced to less than the minimum number required to approve the official action;
 2. No other body of the City has jurisdiction and authority to take the official action on the matter; and
 3. The official action cannot be set aside to a later date, within a reasonable time, when Council could obtain the minimum number of members to take action who are not excused for conflicts of interest.

When Council determines this exception applies, then all members, except the applicant when the applicant is a Council member, shall participate in the official action.

3.10.050 Definitions.

As used in this chapter and throughout the City Charter and Code, unless the context otherwise requires, the following terms shall have the meanings set forth in this section:

- A. "Financial interest" means an interest in or control of an asset or debt or a position in an organization or business held by a person or a member of that person's household which may produce or has produced monetary gain or loss. A "financial interest" does not include any interest or control that is the equivalent of or arises from an interest held by all members of the public or a substantial class of persons to which that person belongs as a member of a profession, occupation, industry, or region. **An interest in a membership, appointment or unpaid volunteer position with a nonprofit or public entity is not a "financial interest" unless the position is compensated. A mere stipend for meeting attendance or expenses associated with a volunteer position does not constitute compensation.**
- B. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action made while serving as a City Council member, a City commission or board member or as a City employee or officer, including City Manager.
- C. **"Substantial financial interest" means a financial interest that the presiding officer or governing body determines is substantial after weighing the following factors:**
 1. Whether the financial interest is a substantial part of the consideration;
 2. Whether the financial interest will be significantly impacted or changed by the outcome of the official action;
 3. Whether the financial interest is immediate and known or attenuated and dependent on factors beyond the official action; and
 4. Whether a reasonable person would consider the financial interest significant and would expect a person to take actions and make decisions to protect that financial interest.

Notwithstanding these factors, a financial interest that would result in a pecuniary gain or loss exceeding five thousand dollars in a single transaction or more than ten thousand dollars in the aggregate in twelve consecutive months is presumed to be "substantial" unless City Council or the board or commission taking the official action determines that the financial interest under the specific circumstances is not substantial.

CORDOVA POOL & RECREATION CENTER

PREDEVELOPMENT STUDY

INTRODUCTION

Background

The City of Cordova has long recognized that parks, recreation, and community gathering spaces are essential to the health, wellness, and quality of life of its residents. As a remote Alaska maritime community, recreation facilities serve as important community assets that support youth development, lifelong wellness, social interaction, public health, and community resilience.

In 2024, the City embarked on updates to the **Cordova Parks and Recreation Master Plan**, which establishes a long-term vision for the City's parks and recreation system through an evaluation of existing facilities, public outreach, and community priorities. The Master Plan identifies maintaining and improving indoor recreation facilities—including the Bob Korn Memorial Swimming Pool and the Bidarki Recreation Center—as one of the City's highest recreation priorities. The plan further recognizes that both facilities have provided decades of valuable service to the community but have reached an age where continued investment must be carefully evaluated against long-term operational, functional, and financial considerations.

Recognizing these challenges, the City is evaluating whether replacing the two aging facilities with a single, integrated Pool and Recreation Center represents the most effective long-term solution. A combined facility has the potential to improve staffing efficiency, eliminate duplication of support spaces, provide enhanced user amenities, and create a modern recreation destination that better serves the community. This Predevelopment Study currently underway is a direct outgrowth of the Parks and Recreation Master Plan and expands upon its recommendations by focusing specifically on the future of Cordova's indoor recreation facilities.

Study Purpose

Rather than evaluating the existing facilities independently, the study examines whether consolidating aquatic, recreation, fitness, and community spaces into a single modern facility can

better meet the community's current and future needs while improving operational efficiency and reducing long-term ownership costs.

The study evaluates:

- Existing facility conditions and limitations.
- Community recreation needs and desired amenities.
- Opportunities to improve accessibility, functionality, and user experience.
- Conceptual facility programming.
- Potential site planning considerations.
- Preliminary construction costs.
- Long-term operational advantages of a consolidated facility.

The study is intended to provide the City with sufficient information to determine whether development of a new combined recreation facility should move forward into future planning, funding, and design efforts.

Vision

The proposed Pool and Recreation Center is envisioned as a year-round community destination that supports recreation, health, fitness, education, and social interaction for residents and visitors of all ages.

By combining aquatic facilities, gymnasium space, fitness areas, multipurpose rooms, and community gathering spaces within a single building, the City has the opportunity to create a more efficient and flexible recreation facility that better serves residents, visitors, schools, community organizations, and recreational programs.

- Improved staffing efficiency through shared operations and centralized supervision.
- Reduced building maintenance by replacing two aging facilities with one modern, energy-efficient building.
- Lower long-term operating costs through improved building systems and shared support spaces.
- Improved accessibility and compliance with current building codes.
- Enhanced user experience through modern locker rooms, gathering spaces, spectator amenities, and flexible programming spaces.
- Greater adaptability to changing recreation trends and future community needs.

Major Program Elements

- Natatorium
 - Six-lane competition swimming pool
 - Therapy / instructional pool
 - Spectator seating (on balcony above)
- Gymnasium with spectator seating
- Walking/running track
- Weight room
- Training/Event room
- Men's and women's locker rooms
- Family changing rooms
- Staff support spaces
- Saunas
- Administrative/reception area
- Mechanical and pool equipment rooms

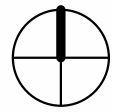
Building Area

- First Floor: Approximately 21,400 SF
- Second Floor: Approximately 6,650 SF
- Total Building Area: Approximately 28,050 GSF

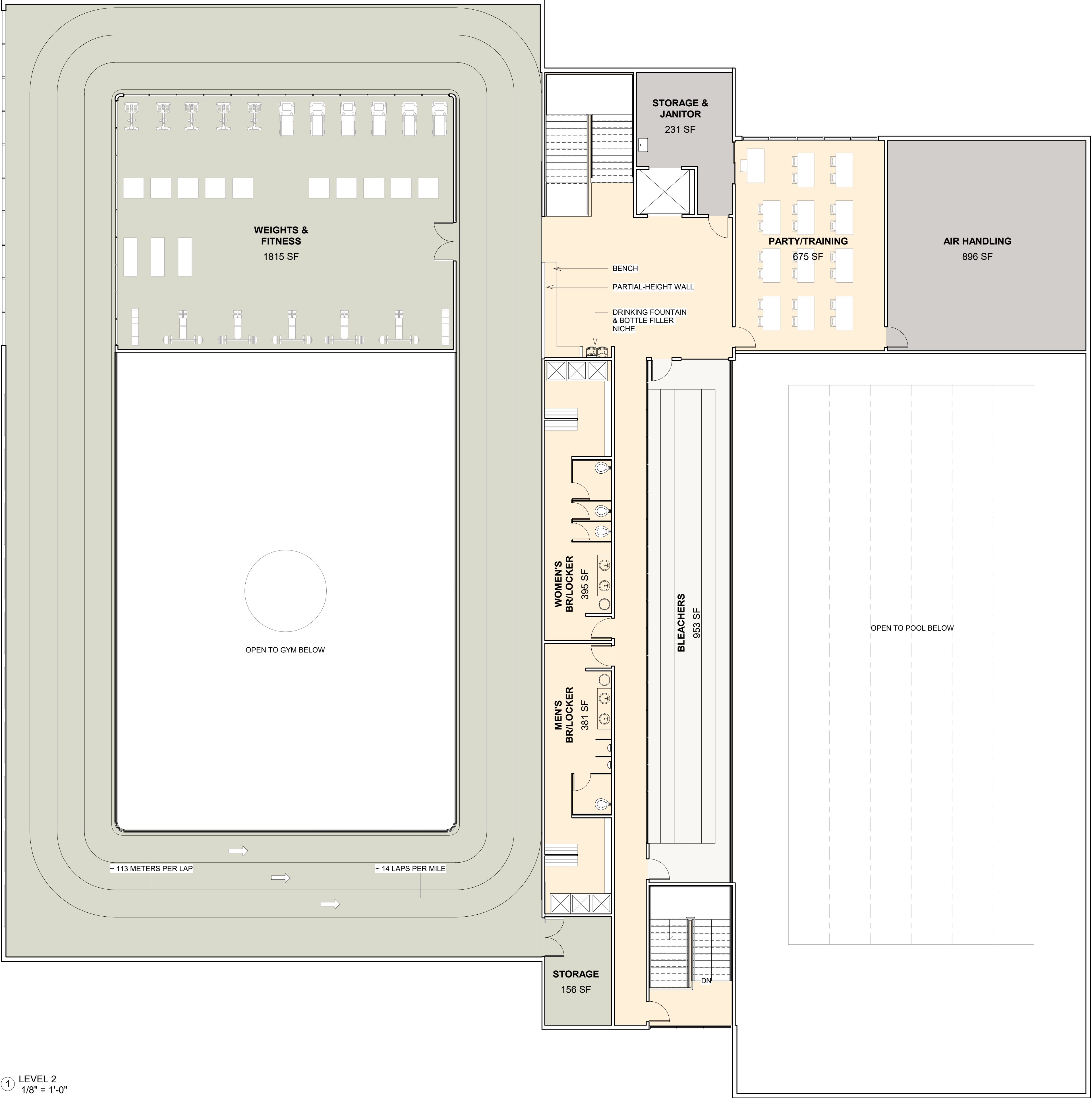
Status of Study

The planning team has been working with City staff to identify space needs, determine the potential of fitting these needs onto the existing site, and develop conceptual floor plans.

The team will be seeking public input during the week of October 19. Public input will be shared with the City Council, then incorporated into the study. Financial modeling will then be undertaken to identify capital costs, operational costs and a comparison to the cost to operate the existing facilities. Initial cost models suggest that the cost to operate a single combined facility will be almost the same as the cost to operate the current aging facilities, but with much better amenities and increased hours of operation







① LEVEL 2
1/8" = 1'-0"



LEVEL 2 - PLAN



Highlights from the September 2026 Board of Directors meeting



The Prince William Sound Regional Citizens' Advisory Council held a meeting on September 17 & 18 in Whittier. The following is a synopsis of actions and discussions that took place at that two-day meeting. This report is not all inclusive.

Report from Alyeska Pipeline Service Company

Klint VanWingerden, Vice President of Operations and Maintenance for Alyeska, presented on recent events, projects, and regular operations related to the Valdez Marine Terminal (VMT) and oil transportation via tankers.

One of the topics of high interest was Alyeska's application to renew the right-of-way for the pipeline and terminal. VanWingerden summarized the process and expected timeline. Nicole Hayes from the Bureau of Land Management (BLM) joined the discussion to report that there will be an Environmental Assessment, but the BLM had not determined whether there will be a public comment period for the assessment.

Note: The Council submitted comments during BLM's recent public scoping about the renewal. In these comments, the Council strongly supports a public comment period for the Environmental Assessment. Details are available on our website: www.tinyurl.com/Scoping-Comments

Additional highlights from VanWingerden's presentation included:

- Statistics on amount of oil transported and worker safety statistics.
- Two recent incidents at the Valdez Marine Terminal:
 - A flash fire incident that occurred during regular work.
 - A 26-gallon spill to land that resulted from a corroded valve.

There were no reportable injuries associated with either incident. VanWingerden summarized the lessons learned from both incidents and how Alyeska intends to prevent similar incidents in the future.

- A summary of recent spill response drills, trainings, and exercises, including the readiness of local fishing vessels to respond in case of a spill. Alyeska contracts with several hundred vessels in the region, who train every year to use boom and other spill equipment.
- A summary of construction projects and inspections, including a major upgrade to the power vapor system involving the installation of two new vapor combustor units.
- An update on moving the Operations Control Center, the centralized monitoring and command hub for the Trans Alaska Pipeline System, including the VMT, between locations in Anchorage.

Details are available in the slide deck on our website: www.tinyurl.com/Alyeska-Sept-2026 (PDF)

Report accepted: Miscommunication in Maritime Contexts Phase 3

The Council accepted a report titled "Miscommunication in Maritime Contexts Phase 3" by Dr. Nicole Ziegler. Dr. Ziegler has been working with the Council to conduct research on miscommunications between mariners on board vessels at sea.

Crews on large vessels like oil tankers often do not speak the same language. A standard vocabulary, referred to as “Maritime English,” that includes common words and phrases related to vessel operations, is used on most international vessels.

Dr. Ziegler has been studying how communication can break down even when Maritime English is in use, and how this breakdown contributes to marine incidents.

In this phase of the project, Dr. Ziegler conducted a series of interviews with professional mariners in a variety of roles to collect specifics about the sources of miscommunication. The expected next phase will include the production of educational materials for mariners to help address the issues found in the research.

The report is available upon request to the project manager, Dr. John Guthrie: john.guthrie@pwsrccac.org.

Report accepted: Non-indigenous Marine Species in Kachemak Bay

The Council accepted a report titled “Decadal Assessment of Non-indigenous Marine Species in Southcentral Alaska: Kachemak Bay and Lower Cook Inlet (Part I)” by Dr. Greg Ruiz from the Smithsonian Environmental Research Center (SERC).

The report describes a survey for non-indigenous species (NIS) across Kachemak Bay conducted in summer 2025. Researchers deployed PVC settlement panels, which passively collected organisms throughout the summer season. The panels were collected and analyzed to identify native and non-native species.

Three NIS were detected in this study, one of which appears to be a new record in Alaska: *Procerarea okadaei*, a small worm that is thought to be native to Japan. This species was detected in all survey locations, which indicates that it is established in Kachemak Bay. This species is already established along the west coast of North America, and its arrival to the lower Cook Inlet was likely via ballast water or biofouling associated with vessel traffic. Potential environmental effects of this species are not well-studied.

Read the final report on our website: www.tinyurl.com/NIS-Kachemak-Bay

Project update: Testing secondary containment liners at the VMT

The Council heard an update on Alyeska’s ongoing tests to verify the integrity of the asphalt liners that surround the vast oil storage tanks at the VMT. These nearly 50-year-old liners are part of the system intended to contain oil in case of a spill from a tank. The liners are buried under gravel fill and are difficult to inspect. Cracks and holes in the liner have been discovered when sections of the earthen fill have been removed in the past.

Testing requirement: In 2024, ADEC approved Alyeska’s spill contingency plan for the VMT, but that approval came with conditions. One of those conditions was that Alyeska must conduct further integrity analysis testing on the liners.

First tests conducted in August and September: Staff member Robbin Capers and Olga Stewart from Geosyntec Consultants informed the Board about the “hydro-testing” methodology that Alyeska is using for the analysis. Up to three feet of rainwater is collected in a containment cell and the water depth is monitored with special equipment. The first four 7-acre cells have been tested and the remaining three

containment cells will be tested next summer. Results from the first few tests have been received and are being analyzed. Results from the remaining completed tests are expected later this year.

Why are these liners of concern? Besides protecting groundwater directly surrounding the tanks, Alyeska receives a 60% “prevention credit” from ADEC based on the integrity of these liners. This credit allows Alyeska to plan for a smaller spill, thus reducing the amount of equipment and responders committed to be on hand to begin a quick response. The credit is contingent upon the asphalt liner meeting ADEC’s “sufficiently impermeable” standard, meaning it will contain spilled oil long enough to completely clean up the oil without contaminating groundwater or the surrounding environment.

Gulf-Alaska Knowledge Exchange

Dr. Davin Holen, Coastal Community Resilience Specialist for Alaska Sea Grant and a member of the Council’s Scientific Advisory Committee, presented to the Board on a series of workshops hosted by the National Academies of Sciences, Engineering, and Medicine. The three workshops brought together people with connections to the two biggest oil spills in U.S. history, the 1989 Exxon Valdez spill and 2010 BP/Deepwater Horizon spill in the Gulf of Mexico.

Participants at each workshop represented a range of experiences and disciplines from both regions. The discussions focused on similarities between the regions and strategies for resilience moving forward. SAC Committee members Davin Holen and Scott Pegau helped plan the workshops. Executive Director Donna Schantz and former staff member Dr. Danielle Verna gave presentations on the Council’s work.

Recommendations from the workshops could inform future projects and outreach by the Council in the Exxon Valdez oil spill region.

The National Academies produced a report and short documentary video about the workshop series, which are available on their website: www.tinyurl.com/Gulf-AK-Knowledge

Report accepted: Port Valdez Weather Buoy Data Analysis

The Council accepted a report by Dr. Robert Campbell of the Prince William Sound Science Center on his analysis of data from weather buoys sponsored by the Council.

These buoys collect data on sea currents, wind direction and speed, wave direction and height, and other weather-related information. Dr. Campbell periodically analyzes the data to determine trends throughout the year and seasonally. This information will help support environmental monitoring, oil spill contingency and response planning, trajectory modeling, and the safe transportation of oil in Port Valdez.

Read the final report on our website: www.tinyurl.com/Weather-Buoys-Sept-2026

Project updates

Updates on all current projects: www.tinyurl.com/Sept2026-Projects (PDF)

Prince William Sound Regional Citizens' Advisory Council

Citizens promoting the environmentally safe operation of the Alyeska terminal and associated tankers.

Mandated by congress, the Council was established to provide a voice for local citizens in decisions that put their livelihoods and communities at risk. Communities and interest groups from Prince William Sound to Kodiak Island to lower Cook Inlet are represented to promote partnership, build trust, and provide oversight of the operations and maintenance practices which may affect the environment.

www.pwsrcac.org

Questions? More information?

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

Amanda Johnson: amanda.johnson@pwsrcac.org or Jennifer Fleming: fleming@pwsrcac.org

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

From: Mary Anne Bishop, Chair of Cordova Public Library Board

To: Cordova City Council

Subject: Cordova Public Library Budget

Date: October 13, 2026

Attached please find a copy of a letter written to the Federal Communication Commission (FCC) on behalf of the Board of the Cordova Public Library in support of continuing the E-rate subsidy for our library. Under the current subsidy, the Cordova Library's cost for the internet is approximately **\$3,600**, representing ~10% of the actual Internet cost. In addition to my letter on behalf of the Library Board, the four other Board members all wrote letters to the FCC in support of continuing the E-rate federal subsidy.

The library is a gathering place for both Cordova's year-round population as well as the several thousand summer residents and tourists. Every day the Cordova Public Library carries out its mission "to promote intellectual freedom by providing public access to information and by serving as a lifelong learning center, resource center, community center, and gathering place for people of all cultures, beliefs, and abilities."

With a reduced daily staff of only two employees and no part-time staff, our Library is currently operating with a bare-bones budget. The Cordova Library Board respectfully urges City Council **to approve at a minimum, a slight increase in the 2027 budget** so that the Library can continue to serve the community.

Mary Anne Bishop, Ph.D.
PO Box 2396
Cordova, Alaska 99574

October 13, 2026

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
45 L Street NE
Washington, DC 20554

Re: Ensuring Children's Safe Use of Screens and E-Rate-Funded Services, WC Docket No. 26-133
Modernizing the E-Rate Program for Schools and Libraries, WC Docket No. 13-184
Establishing the Emergency Connectivity Fund to Close the Homework Gap, WC Docket No. 21-93
Promoting Fair and Open Competitive Bidding in the E-Rate Program, WC Docket No. 21-455

Dear Ms. Dortch:

I am Chair of the Cordova Alaska Public Library Board and am writing on behalf of the board to express our support for the continued funding and protection of the Federal Communications Commission's E-Rate program. Cordova is a remote coastal community in Prince William Sound with no road access. We recognize that reliable, affordable internet access is essential to providing equitable access to education, information, and digital resources.

Reliable connectivity is fundamental to the Cordova Public Library operations and the services our community needs. The Cordova Public Library serves over 2,600 year-round residents and 2,000- 3,000 temporary residents during the five-month long commercial fishing and tourism seasons. The library is a vital public resource for residents who need internet access, technology assistance, research materials, and opportunities for lifelong learning. Cordova's geographic isolation makes access to dependable digital resources particularly important.

The Cordova Public Library is the only place in our community that provides public access computers and the main access areas for free public Wi-Fi. In an average year, our library records 20,000 patron visits, 15,000 wireless internet sessions, and 2,000 public computer sessions. These figures illustrate the breadth of our public services and the important role the library plays in our community including for residents who cannot depend on other public locations for internet access.

As the Chair of the Cordova Library Board I am writing regarding the Federal Communications Commission's Notice of Proposed Rulemaking and Further Notice of Proposed Rulemaking concerning E-Rate. Changes that reduce or eliminate support for library connectivity could place significant financial pressure on public libraries and threaten the services our communities depend upon.

The financial implications of maintaining this access are significant. For a publicly funded library, losing eligible telecommunications support would require us to absorb additional connectivity expenses within our existing operating budget. Any increase in these costs would place additional pressure on the resources available to support collections, technology, educational programming, and other public services.

As Chair of the Cordova Alaska Public Library Board, I respectfully ask the Federal Communications Commission to preserve and strengthen the E-Rate program and maintain the funding libraries and schools need to provide secure, reliable, future-ready connectivity. Continued E-Rate support will help Cordova Public Library sustain public internet access, provide digital literacy opportunities, and connect residents with the educational and informational resources they need.

Thank you for considering the needs of Cordova Public Library and other rural and remote libraries across the country. Continued investment in E-Rate is an investment in equitable access to information, education, and opportunity for every community.

Respectfully,
Mary Anne Bishop, Ph.D.
Chair, Cordova Alaska Public Library Board
Cordova, Alaska



AGENDA ITEM 4
City Council Meeting Date: 10/21/26
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk

DATE: 10/14/26

ITEM: Council option to protest/waive protest for transfer of location for Liquor Licenses #6008 & #15013

NEXT STEP: Motion to waive protest via approval of consent calendar

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: A Cordova business owner, No Road Brewing, LLC, dba Copper River Brewing, has applied for a Liquor License Transfer of location from 507 First St to 516 First St, with the State through the AMCO (Alcohol and Marijuana Control Office).

II. RECOMMENDED ACTION / NEXT STEP: Council action to waive right to protest the transfer.

III. FISCAL IMPACTS: none, staff sees no reason to protest, see background information

IV. BACKGROUND INFORMATION: Finance Staff & Deputy City Clerk have determined this business to be current in all financial obligations to the City (utilities, property taxes, business taxes). Police Department has no public safety concerns about this business. Planning Department sees no zoning reason to consider protest.

V. LEGAL ISSUES: The local governing body's right to protest is defined in AS 04.11.480, attached.

VI. SUMMARY AND ALTERNATIVES: Council approval of the consent calendar would constitute approval of this motion:

Council motion to waive protest of the transfer of location for liquor licenses #6008 & #15013 Copper River Brewing, brewery manufacturer & brewery retail, from 507 First St to 516 First St.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600
Anchorage, Alaska 99501
Main: 907.269.0350

October 13, 2026

City of Cordova

VIA Email: cityclerk@cityofcordova.net; cgilmour@cityofcordova.net

License Type:	Brewery Manufacturer	License Number:	6008
Licensee:	No Road Brewing, LLC		
Doing Business As:	Copper River Brewing		
Premises Address	516 1 st St, Cordova, AK 99574		
Endorsement(s):	None		

☐ **New Application**

☒ **Transfer of Location Application**

☐ **Transfer of Ownership Application**

☐ **Transfer of Controlling Interest Application**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 305.085(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Anna White

Licensing Examiner II

For

Kevin Richard, Director

amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600
Anchorage, Alaska 99501
Main: 907.269.0350

October 13, 2026

City of Cordova

VIA Email: cityclerk@cityofcordova.net; cgilmour@cityofcordova.net

License Type:	Brewery Retail	License Number:	15013
Licensee:	No Road Brewing, LLC		
Doing Business As:	Copper River Brewing		
Premises Address	516 1 st St, Cordova, AK 99574		
Endorsement(s):	None		

☐ **New Application**

☒ **Transfer of Location Application**

☐ **Transfer of Ownership Application**

☐ **Transfer of Controlling Interest Application**

We have received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 305.085(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable. To protest the application referenced above, please submit your protest within 60 days and show proof of service upon the applicant.

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

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Sincerely,

Anna White

Licensing Examiner II

For

Kevin Richard, Director

amco.localgovernmentonly@alaska.gov



Alcoholic Beverage Control Office

Transferee and Transferor Certifications Form

Application for Transfer of Location

Application ID: 7931
License Type: Brewery Manufacturer License (BML) AS 04.09.020
License Number: 6008

From Transferor:

Doing Business As: Copper River Brewing
Premises Address: 507 1st Street, Cordova, AK, 99574, USA

Licensee

Licensee Name: No Road Brewing Llc
Type: Limited liability company
Licensee Mailing Address: P.O. Box 1384, Cordova, AK, 99574, USA

Entity Officer, Stockholder/Shareholder

Entity Member #1
Type: Organization
Name: Christiana Fincher
Title: Member
Percentage of Ownership: 50%

Entity Member #2
Type: Organization
Name: Curtis Fincher
Title: Member
Percentage of Ownership: 50%

To Transferee:

Doing Business As: Copper River Brewing
Premises Address: 516 First St, Cordova, AK, 99574, USA

Licensee

Licensee Name: No Road Brewing Llc
Type: Limited liability company
Licensee Mailing Address: P.O. Box 1384, Cordova, AK, 99574, USA

Entity Officer, Stockholder/Shareholder

Entity Member #1

Type: Organization
Name: Christiana Fincher
Title: Member
Percentage of Ownership: 50%

Entity Member #2

Type: Organization
Name: Curtis Fincher
Title: Member
Percentage of Ownership: 50%

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

	Christiana Fincher	7/28/26
Signature of transferee	Printed name of transferee	Date
	Curtis Fincher	7/28/26
Signature of transferee	Printed name of transferee	Date
Signature of transferee	Printed name of transferee	Date

I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.



Christiana Fincher

7/28/26

Signature of transferor

Printed name of transferor

Date



Curtis Fincher

7/28/26

Signature of transferor

Printed name of transferor

Date

Signature of transferor

Printed name of transferor

Date

Christiana Fincher
Christiana Fincher



Document reference ID : 7931

Licensing Application Summary

Transfer of Location

License ID:	6008
Application ID:	7931
Applicant Name:	No Road Brewing Llc
License Type applied for:	Brewery Manufacturer License (BML) (AS 04.09.020)
Application Status:	In Review
Application Submitted On:	07/28/2026 12:40 PM AKDT

Entity Information

Business Structure:	Limited liability company
FEIN/SSN Number:	
Alaska Entity Number (CBPL):	10174594

Entity Contact Information

Mailing Address:	P.O. Box 1384, Cordova, AK, 99574, USA
-------------------------	--

Tell Us About You

Authority Type:	I am authorized user by the designated licensee with binding authority
Legal First Name:	Christiana

Legal Last Name: Fincher

Email Address: christiana.routon@gmail.com

Phone Number: 713-299-6971

Additional Authorized Users

Legal Name	Relation with Applicant
Curtis Fincher	Designated Licensee

Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
No Road Brewing Llc	Christiana Fincher	Member	50
No Road Brewing Llc	Curtis Fincher	Member	50

TTB (Alcohol and Tobacco Tax and Trade Bureau)

TTB ID 2026-BRE-00449-O

Premises Address

Address: 516 First St, Cordova, AK, 99574, USA

Does the proposed site include a valid street address? Yes

Basic Business information

Business/Trade Name: Copper River Brewing

Premises Contact Details

Contact Person Name	Christiana Fincher
Business Phone Number	713-299-6971
Alternate Phone Number	302-562-0401
Email Address	christiana.routon@gmail.com

Local Government and Community Council Details

City/Municipality	Cordova
Borough	Unorganized Borough

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location?

Yes

Property Utilization Status

An Existing Facility

Property Ownership Deed

[deed of trust.pdf](#)

Premises Diagram

Will the license or permit embrace the entire premises address?

No

Premises Diagram

- [Copper River Brewing Drawing Set AMCO.pdf](#)

Public Notice Posting Attestation and Publishers Affidavit

Have you posted your application at both required locations for ten consecutive days?	Yes
What was the other conspicuous location of your post? (Please Include the full address)	512 1st Street, Cordova, AK, 99574
What was the first day you posted your application?	07/01/2026
If the newspaper advertisement was published did you advertise once a week for three consecutive weeks or if by radio twice week for three successive weeks?	Yes
What was the final date your advertisement was published/broadcasted?	07/24/2026

Newspaper/Publishers Affidavit

[doc2.pdf](#)
[doc2.pdf](#)

I attest that I have met the public posting notice requirement set forth under AS 04.11.310 by posting a copy of my application for the 10-day period at the location of the proposed licensed premises and at another conspicuous location in the area of the proposed premises as listed in this application.

I hereby attest that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Attestations

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

Signature

This application was digitally signed by : Christiana Fincher on 07/01/2026 01:23 PM AKDT

Payment Info

Payment Type : CC

Payment Id: c5aacc9c-2744-4eaa-a1a0-9ad0eefb4bd2

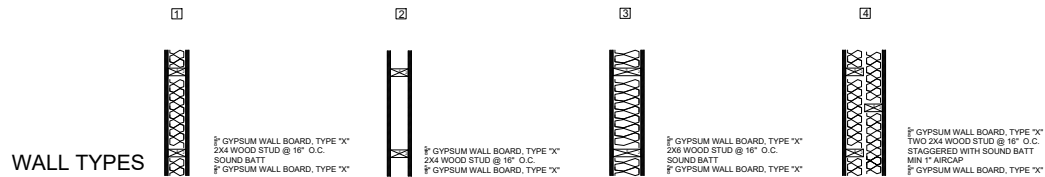
Receipt Number: 101335336

Payment Date: 07/28/2026 01:01 PM AKDT

Documents

#	File Name	Type	Added On
1	deed of trust.pdf	License property ownership document	07/01/2026 12:31 PM AKDT
2	Copper River Brewing Drawing Set AMCO.pdf	License Location Diagram Document	07/01/2026 12:37 PM AKDT
3	doc2.pdf	Publishers Affidavit	07/28/2026 12:57 PM AKDT

4	Transferee and Transferor Certifications Form-7931.pdf	Transferee and Transferor Certifications Form	07/28/2026 12:57 PM AKDT
5	doc2.pdf	Publishers Affidavit	07/28/2026 12:57 PM AKDT
6	Transferee and Transferor Certifications Form-7931.pdf	Transferee and Transferor Certifications Form	07/28/2026 12:57 PM AKDT

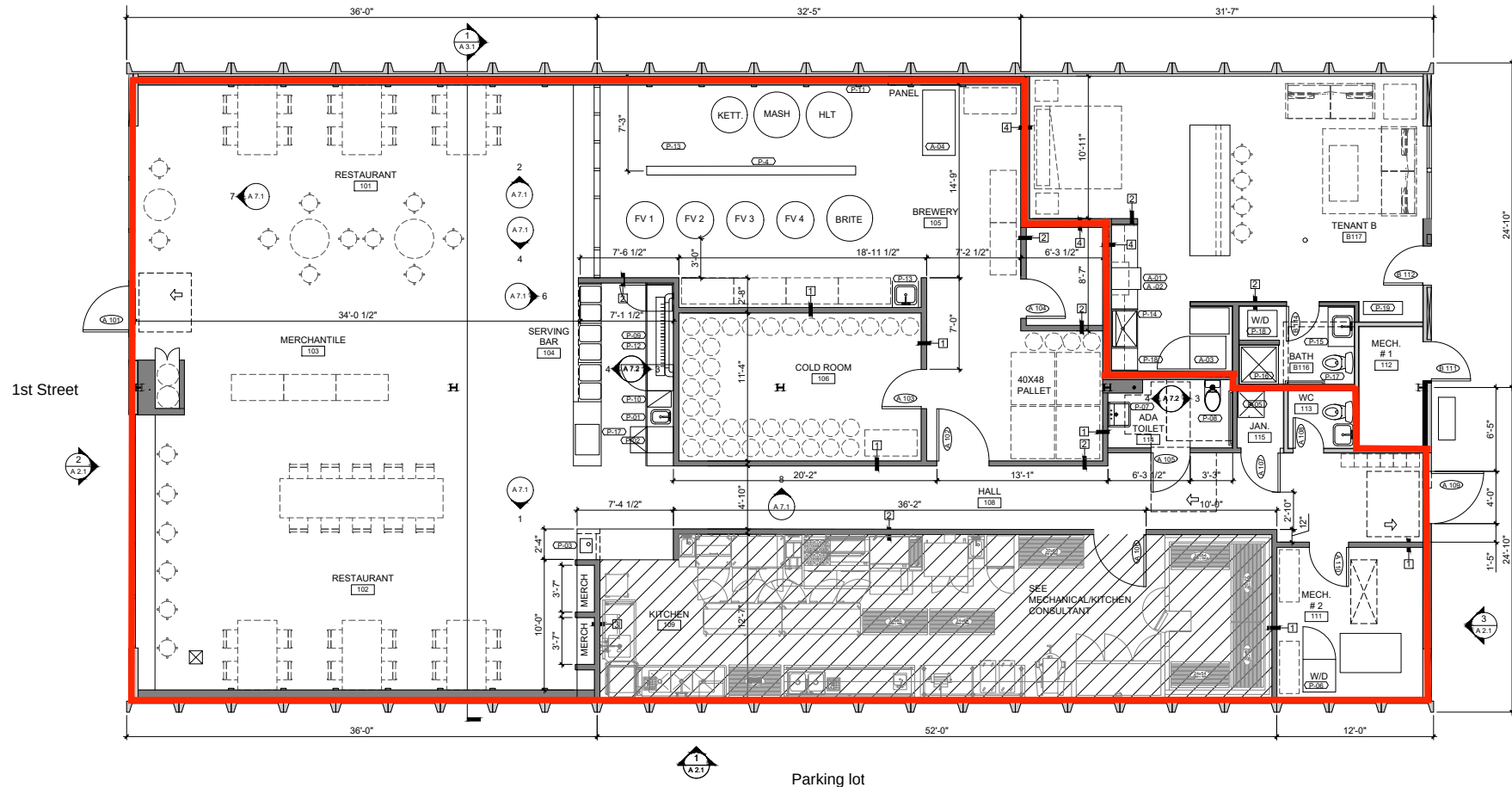


GENERAL SHEET NOTES

1. FOR FURTHER INFORMATION SEE STRUCTURAL, ELECTRICAL AND MECHANICAL DRAWINGS
2. COORDINATE ALL KITCHEN CONSULTANT ITEMS
3. SEE SHEET A 1.2 FOR REFLECTED CEILING PLAN
4. SEE INTERIOR ELEVATIONS FOR WALL FINISHES ON SHEET A 7.1 AND 7.2
5. SEE SHEET A 7.2 FOR DOOR AND PLUMBING SCHEDULE

SHEET KEY NOTES

1. FURNITURE, N.I.C.
2. RELOCATED EQUIPMENT BY OWNER, COORDINATE WITH ELECTRICAL/MECHANICAL
3. RELOCATED CHILLER, COORDINATE WITH ELECTRICAL/MECHANICAL
4. EXIST STEEL COLUMN TO REMAIN, PAINTED
5. ELECTRICAL EQUIPMENT
6. MECHANICAL CHASE
7. TRASH COLLECTING STATION
8. ACCESS TO BASEMENT
9. EXIST WALL TO REMAIN, SEE WALL SECTION 2/A 3.1
10. CUSTOM BUILT TABLES - SEE 2/A 3.1, TYP.
11. COORDINATE PLUMBING WITH KITCHEN CONSULTANT IF NEEDED ADD PLUMBING WALL
12. EXISTING FLOOR DRAIN TO REMAIN



LUMEN design, LLC
306 G Street
Anchorage, AK 99501
907 771 9940

**RENOVATION FOR
COPPER RIVER BREWING**
CORDOVA ALASKA

REVISIONS

JOB NO. 2813
DATE 2028, 2027
DRAWN BY PSS

1. FLOOR PLAN

SHEET NO.

A 1.1





AGENDA ITEM # 5
City Council Meeting Date: 10/21/2026
CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner

DATE: Wednesday, October 21, 2026

ITEM: Resolution 10-26-28 – Purchase & Sale Agreement for a Portion of ATS 220, Approximately 360 Square Feet in Size

NEXT STEP: Decision on Adoption of the Resolution

☐ INFORMATION
☐ MOTION

☒ RESOLUTION
☐ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Decision on Adoption of the Resolution
Applicant: Brian & Vera Rutzer
Legal Description: ATS 220, Approximately 360 Square Feet in Size
Area: Approximately 360 Square Feet
Zoning: Not Zoned

II. RECOMMENDED ACTION / NEXT STEP: Staff has provided the following motion for the City Council to open the agenda item for discussion:

“I move to adopt Resolution 10-26-28, a Resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a Purchase and Sale Agreement with Brian and Vera Rutzer for a portion of ATS 220, approximately 360 square feet in size.”

This agreement for the requested portion of property has been negotiated between Brian and Vera Rutzer and the City. It is now before the City Council for its consideration and review. The City Council may approve this agreement as presented, amend it, or choose not to sell the property.

III. FISCAL IMPACTS: The property would become part of the City’s revenue from the property sale and be added to the tax rolls to generate property tax revenue.

IV. BACKGROUND INFORMATION: The applicants, Brian and Vera Rutzer, would like to be able to have legal access to the lower portion of their property from the right-of-way (ROW). They have a warehouse that they can access only by crossing City-owned property. Between their property and the ROW is a 360-square-foot portion of ATS 220. The applicants are requesting to purchase this portion of ATS 220 from the City to ensure future access to their property.

Staff has no objection to the purchase, and if the property is sold to the applicants, it will be replatted with their current lot to avoid creating a substandard lot.

Harbor Commission & Planning Commission

The Harbor Commission heard this item at its regular meeting on Wednesday, June 10, 2026. Planning Commission heard this item at its regular meeting on Tuesday, April 14, 2026. Both Commissions unanimously voted to recommend the sale of the requested portion of the property to the applicants. Both Commissions agreed this would improve access to the lower portion of the applicant's property and supported the sale through direct negotiations.

Harbor Commission: Vote: 3 yes, 0 no, 2 absent (Soares & Kruithof)

Full Video: <https://www.youtube.com/live/OWX70XV7lQo?si=HjJzpmXyyvXHkbbn>

Planning Commission: Vote: 5 yes, 0 no, 2 absent (Bolin & Ranney)

Full Video: <https://www.youtube.com/live/74qKkBW2m0U?si=DUvUw4MCVJQTsmhU>

Next Steps

The Council shall review the Purchase and Sale Agreement that is before it and decide whether to adopt Resolution 10-26-28, amend the agreement, or not dispose of the property.

V. LEGAL ISSUES: The Purchase & Sale Agreement with Exhibits A, B, & C has been reviewed by the City's Legal Counsel.

VI. SUMMARY AND ALTERNATIVES: The applicants would like to be able to have legal access to the lower portion of their property from the ROW. They have a warehouse they can access only by crossing City-owned property. Between their property and the ROW is a 360-square-foot portion of ATS 220. The applicants are requesting to purchase this portion of ATS 220 from the City to ensure future access to their property.

The City Council may make a motion to adopt the Resolution, amend the agreement, or not dispose of the property.

VII. ATTACHMENTS:

- 1) Resolution 10-26-28
- 2) Purchase & Sale Agreement

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-26-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING
THE CITY MANAGER TO ENTER INTO A PURCHASE & SALE AGREEMENT WITH BRIAN AND
VERA RUTZER FOR A 360 SQUARE FOOT PORTION OF ATS 220**

WHEREAS, it is in the City of Cordova's interest to enter into a Purchase and Sale Agreement ("Agreement") for a 360-square-foot portion of ATS 220, Records of the Cordova Recording District, Third Judicial District, State of Alaska; ("Property") to Brian & Vera Rutzer (Purchaser), for the uses specified in the Agreement; between the City of Cordova, Alaska ("City") and Brian & Vera Rutzer attached to this ordinance as Attachment A ("Agreement"); and

WHEREAS, Brian & Vera Rutzer submitted a Letter of Interest to purchase a 360-square-foot portion of ATS 220 ("Property") from the City of Cordova ("City"); and

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

WHEREAS, disposal of this property would allow for a replat of the area, cleaning up lot lines to ensure that substandard lots are replatted into conforming lots, which is in the best interest of the community; and

WHEREAS, the City Council Authorized the City Manager to negotiate a Purchase and Sale Agreement with John I. Harvill; and

WHEREAS, A Purchase and Sale Agreement was negotiated by both parties in good faith and is now before the City Council for consideration; and

NOW, THEREFORE BE IT RESOLVED THAT the City 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 Brian and Vera Rutzer. 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 21st DAY OF OCTOBER 2026

Kristin Smith, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of January ____, 2027 (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 BRIAN & VERA RUTZER ("Purchaser"), whose address is P.O. Box 2371, Cordova, Alaska 99574.

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, and legally described as a 360-square-foot portion of ATS 220, Records of the Cordova Recording District, Third Judicial District, State of Alaska; 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, and legally described as follows:

A 360-square-foot portion of ATS 220, Records of the Cordova Recording District, Third Judicial District, State of Alaska.

together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").

2. The Purchase Price.

(a) The purchase price for the Property is Two Thousand Two Hundred Fifty-Seven Dollars and 20/100 Cents (\$2,257.20) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 10 below) as follows:

(1) A One Thousand and 00/100 Dollars (\$1,000) non-refundable deposit received by Seller on _____ (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 Purchaser if the sale contemplated by this Agreement does not close for any reason.

(2) The balance of One Thousand Two Hundred Fifty-Seven Dollars and 20/100 Cents (\$1,257.20), 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 First American Title Insurance Company ("Title Company"), a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

(b) Within fifteen (15) days after the delivery of the Commitment by Seller or the Title Company, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within said fifteen (15)-day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments, and any Internal Revenue Service liens shall constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved

title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive their 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 (x) in this subsection, the Initial Deposit, without interest, shall be refunded to Purchaser within thirty (30) days; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

4. No Warranties. Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so). Purchaser agrees, represents, and warrants that except as expressly contained in this Agreement, no representations or warranties by or on behalf of Seller, express or implied, statutory or otherwise, are or have been made to the Purchaser as to the condition of the Property or improvements situated thereon, the contents thereof, any restrictions related to the development or use thereof, the applicability of any governmental requirements pertaining thereto, including but not limited to environmental requirements, the presence or absence of Hazardous Substances, presence of groundwater, the suitability or fitness thereof for any use or purpose, the Property's compliance with federal, state and/or municipal laws, or any other matter or thing affecting or related to the Property in any way, and the Purchaser accepts the same IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Seller has agreed to sell the Property on the terms specified herein in reliance upon the foregoing limitations of Seller's liabilities, which are material to Seller, and Seller would not have entered into this Agreement without such limitations.

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

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

6. Conditions Precedent to Closing.

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

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

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

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

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

(5) Purchaser shall have submitted all required and necessary materials, including fees, to the City of Cordova Planning Department to replat a 360-square-foot portion of ATS 220 with Tract 8, ATS 220, and Lot 2, USS 449, to merge into a single lot, and approval of the Replat as required by Section 16.

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

(a) 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 3, 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, dated the day of Closing, subject only to the Permitted Exceptions.

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

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

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

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

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

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

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

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

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

(b) 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 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 Closing shall occur at the offices of the Escrow Agent as set forth in Section 17(m), or such other place as may be agreed by the parties.

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

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 Initial Deposit but without any 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, Seller 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 their 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. The obligations in this Section shall survive closing.

(b) Environmental Release and Indemnification. The Seller makes no representation or warranty whatsoever, whether express, implied, or statutory, regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Property. Purchaser releases the Seller and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) that result from the presence, use, keeping, storage, or disposal of Hazardous Material in, on, or about the Property, or that arise out of or result from Purchaser's occupancy or use of the Property or the use or occupancy of the Property by Purchaser's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other

than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Property or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Purchaser agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Property, whether by Purchaser, his, her or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives, or any other party.

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

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

The obligations in this Section shall survive closing.

16. Replat A Portion of ATS 220 with Tract 8 & Lot 2: Purchaser covenants and agrees to submit all necessary materials, including fees, to the City of Cordova Planning Department to replat a 360-square-foot portion of ATS 220 with Tract 8, ATS 220, and Lot 2, USS 449, to merge into a single lot (the "Replat"), all at Purchaser's sole cost and expense. Completion of the Replat shall be a condition to Closing.

17. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller:	City of Cordova Attn: City Manager P. O. Box 1210 Cordova, Alaska 99574
With copy to:	Michael Schwarz, Esq. and Joe Towslee, Esq. Birch Horton Bittner & Cherot 510 L Street, Suite 700 Anchorage, Alaska 99501
Purchaser:	Brian & Vera Rutzer P.O. Box 2371 Cordova, Alaska 99574
Escrow Agent:	First American Title Insurance Company 1400 West Benson, Blvd. Ste 250 Anchorage, Alaska 99503
Title Company:	First American Title Insurance Company 1400 West Benson, Blvd. Ste 250 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.

[Signatures on following pages.]

DRAFT

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, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2027, by Samantha Greenwood, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

[SEAL]

Notary Public in and for Alaska
My commission expires: _____

PURCHASER:

By: _____
Brian Rutzer

By: _____
Vera Rutzer

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2027, by Brian Rutzer.

[SEAL]

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 _____ 2027, by Vera Rutzer.

[SEAL]

Notary Public in and for Alaska
My commission expires: _____

Description of the Property

A 360-square-foot portion of ATS 220, Records of the Cordova Recording District, Third Judicial District, State of Alaska.

[illegible]

EXHIBIT B

**Quitclaim Deed with Right of Reentry and
Right of First Refusal**

**THIRD JUDICIAL DISTRICT
CORDOVA RECORDING DISTRICT**

Recording requested by and
after recording, return to:

Brian & Vera Rutzer
P.O. Box 2371
Cordova, Alaska 99574

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 Brian & Vera Rutzer (“Grantee”), whose address is P.O. Box 2371, Cordova, Alaska 99574, all interest which Grantor has, if any, in the following described real property (the “Property”):

[Insert from title report]

Subject to reservations, exceptions, easements, covenants, conditions, and restrictions of record, if any.

DATED this __ day of _____, 2027.

GRANTOR:

CITY OF CORDOVA

Samantha Greenwood, City Manager

EXHIBIT C

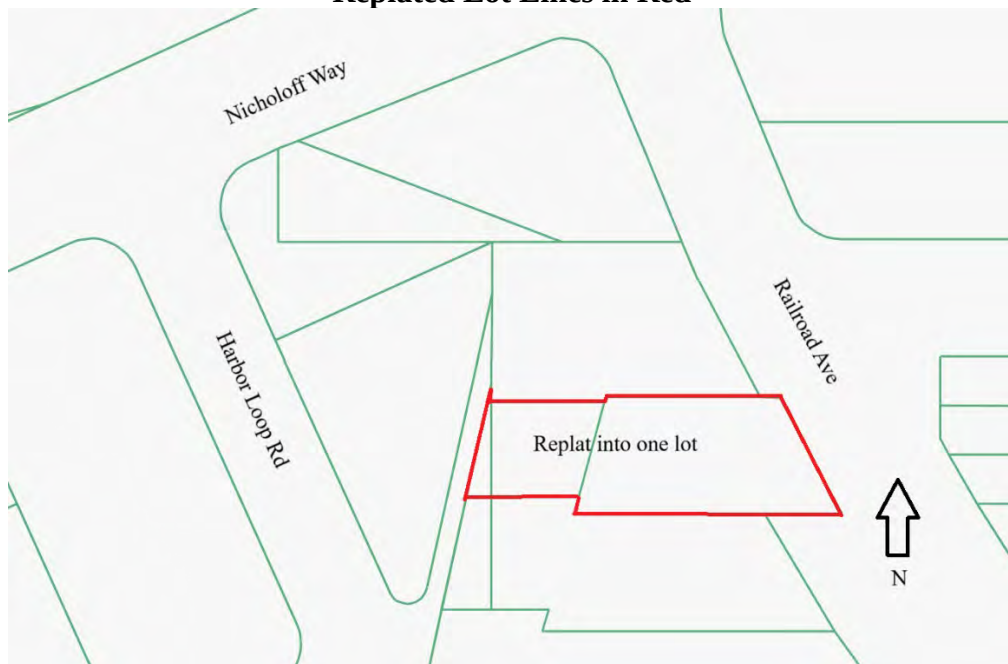
Site Development Plan

Replat A Portion of ATS 220 with Tract 8 & Lot 2: Purchaser covenants and agrees to submit all necessary materials, including fees, to the City of Cordova Planning Department to replat a 360-square-foot portion of ATS 220 with Tract 8, ATS 220, and Lot 2, USS 449, to merge into a single lot (the “Replat”), all at Purchaser’s sole cost and expense. Completion of the Replat shall be a condition to Closing.

Current Lot Lines



Replated Lot Lines in Red





AGENDA ITEM # 6
City Council Meeting Date: 10/21/2026
CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner

DATE: Wednesday, October 21, 2026

ITEM: Resolution 10-26-29 – Purchase & Sale Agreement for a Portion of Lots 4A & 4B, Harvill Subdivision, Approximately 1,780 Square Feet in Size

NEXT STEP: Decision on Approval of the Resolution

☐ INFORMATION
☐ MOTION

☒ RESOLUTION
☐ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Decision on Adoption of the Resolution
Applicant: John Harvill
Legal Description: Lots 4A & 4B, Harvill Subdivision
Area: A Portion of Approximately 1,780 Square Feet
Zoning: Business District

II. RECOMMENDED ACTION / NEXT STEP: Staff has provided the following motion for the City Council to open the agenda item for discussion:

“I move to adopt Resolution 10-26-29, a Resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a Purchase and Sale Agreement with John Harvill for a portion of Lots 4A & 4B, Harvill Subdivision, approximately 1,780 square feet in size.”

This agreement for the requested portion of property has been negotiated between John Harvill and the City. It is now before the City Council for its consideration and review. The City Council may approve this agreement as presented, amend it, or choose not to sell the property.

III. FISCAL IMPACTS: The property would become part of the City’s revenue from the property sale and be added to the tax rolls to generate property tax revenue.

IV. BACKGROUND INFORMATION: The applicant, John Harvill, requested a portion of Lots 4A & 4B, Harvill Subdivision, approximately 1,780 square feet in size, from the City. This portion of land would be incorporated into his existing property.

The City currently uses the majority of the property as a vessel staging area for the harbor boat launch. However, the requested portion of Lots 4A & 4B is not usable by the public, as there is currently a floating access easement area that allows for access across these lots to John Harvill's property. The requested portion of the property is not usable by the public, and selling it would not affect the current use of the boat launch staging area.

Staff supports the applicants' purchase of this portion of the property because the requested portion is not publicly usable due to the floating access easement. If the City were to dispose of this portion of land, it would become taxable property, and the City would receive revenue from the sale and the generation of property tax. The City negotiated a replat of the properties to occur simultaneously with the closing of the property sale to ensure no substandard lot sizes exist.

Harbor Commission & Planning Commission

The Harbor Commission heard this item at its regular meeting on Wednesday, June 10, 2026. Planning Commission heard this agenda item at its regular meeting on Tuesday, April 14, 2026. Both Commissions unanimously voted to recommend the sale of the requested portion of the property to the applicants. Both Commissions agreed that this would clear up the property lines in the area and support the sale by negotiating directly with the applicants.

Harbor Commission: Vote: 3 yes, 0 no, 2 absent (Soares & Kruithof)

Full Video: <https://www.youtube.com/live/OWX70XV7lQo?si=HjJzpmXyyvXHkbbn>

Planning Commission: Vote: 5 yes, 0 no, 2 absent (Bolin & Ranney)

Full Video: <https://www.youtube.com/live/74qKkBW2m0U?si=DUvUw4MCVJQTsmhU>

Next Steps

The Council shall review the Purchase and Sale Agreement that is before it and decide whether to adopt Resolution 10-26-29, amend the agreement, or not dispose of the property.

V. LEGAL ISSUES: The Purchase & Sale Agreement with Exhibits A, B, & C has been reviewed by the City's Legal Counsel.

VI. SUMMARY AND ALTERNATIVES: The applicant is requesting to purchase a 1,780-square-foot portion of Lots 4A & 4B, Harvill Subdivision, from the City to incorporate into his adjacent lot. The City Council may make a motion to adopt the Resolution, amend the agreement, or not dispose of the property.

VII. ATTACHMENTS:

- 1) Resolution 10-26-29
- 2) Purchase & Sale Agreement

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-26-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING
THE CITY MANAGER TO ENTER INTO A PURCHASE & SALE AGREEMENT WITH JOHN I. &
BARBARA B. HARVILL AMI REVOCABLE TRUST FOR A 1,780.21 SQUARE FOOT PORTION OF
LOTS 4A & 4B, HARVILL SUBDIVISION**

WHEREAS, it is in the City of Cordova's interest to enter into a Purchase and Sale Agreement ("Agreement") of a 1,780.21-square-foot portion of Lot 4A and 4B, Harvill Subdivision, Records of the Cordova Recording District, Third Judicial District, State of Alaska, and also known by Assessor's Parcel No. 02-173-152 & 02-173-080; ("Property") to John I. & Barbara B. Harvill AMI Revocable Trust (Purchaser), for the uses specified in the Agreement; between the City of Cordova, Alaska ("City") and John I. & Barbara B. Harvill AMI Revocable Trust attached to this ordinance as Attachment A ("Agreement"); and

WHEREAS, John I. Harvill submitted a Letter of Interest to purchase a 1,780.21-square-foot portion of Lot 4A and 4B, Harvill Subdivision ("Property") from the City of Cordova ("City"); and

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

WHEREAS, disposal of this property would allow for a replat of the area, cleaning up lot lines, which is in the best interest of the community; and

WHEREAS, the City Council Authorized the City Manager to negotiate a Purchase and Sale Agreement with John I. Harvill; and

WHEREAS, A Purchase and Sale Agreement was negotiated by both parties in good faith and is now before the City Council for consideration; and

NOW, THEREFORE BE IT RESOLVED THAT the City 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 John I. & Barbara B. Harvill AMI Revocable Trust. 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 21st DAY OF OCTOBER 2026

ATTEST:

Kristin Smith, Mayor

Susan Bourgeois, CMC, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of January ____, 2027 (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 JOHN I. & BARBARA B. HARVILL AMI REVOCABLE TRUST ("Purchaser"), whose address is P.O. Box 1569, Cordova, Alaska 99574.

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, and legally described as a 1,780.21-square-foot portion of Lot 4A and 4B, Harvill Subdivision, Records of the Cordova Recording District, Third Judicial District, State of Alaska, recorded on plat 2004-06 and also known by Assessor's Parcel No. 02-173-152 & 02-173-080; 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, and legally described as follows:

A 1,780.21-square-foot portion of Lot 4A and 4B, Harvill Subdivision, Records of the Cordova Recording District, Third Judicial District, State of Alaska.
together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").

2. The Purchase Price.

(a) The purchase price for the Property is Eleven Thousand One Hundred Sixty-One Dollars and 92/100 Cents (\$11,161.92) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 10 below) as follows:

(1) A One Thousand and 00/100 Dollars (\$1,000) non-refundable deposit received by Seller on _____ (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 Purchaser if the sale contemplated by this Agreement does not close for any reason.

(2) The balance of Ten Thousand One Hundred Sixty-One Dollars and 92/100 Cents (\$10,161.92), 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 First American Title Insurance Company ("Title Company"), a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

(b) Within fifteen (15) days after the delivery of the Commitment by Seller or the Title Company, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within said fifteen (15)-day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments, and any Internal Revenue Service liens shall constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any

disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive their 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 (x) in this subsection, the Initial Deposit, without interest, shall be refunded to Purchaser within thirty (30) days; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

4. No Warranties. Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so). Purchaser agrees, represents, and warrants that except as expressly contained in this Agreement, no representations or warranties by or on behalf of Seller, express or implied, statutory or otherwise, are or have been made to the Purchaser as to the condition of the Property or improvements situated thereon, the contents thereof, any restrictions related to the development or use thereof, the applicability of any governmental requirements pertaining thereto, including but not limited to environmental requirements, the presence or absence of Hazardous Substances, presence of groundwater, the suitability or fitness thereof for any use or purpose, the Property's compliance with federal, state and/or municipal laws, or any other matter or thing affecting or related to the Property in any way, and the Purchaser accepts the same IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Seller has agreed to sell the Property on the terms specified herein in reliance upon the foregoing limitations of Seller's liabilities, which are material to Seller, and Seller would not have entered into this Agreement without such limitations.

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

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

6. Conditions Precedent to Closing.

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

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

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

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

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

(5) Purchaser shall have submitted all required and necessary materials, including fees, to the City of Cordova Planning Department to replat a 1,022.69-square-foot portion of Lot 4A and 4B, Harvill Subdivision with Lot 4C, Harvill Subdivision, to merge the lots into a single lot, and approval of the Replat as required by Section 16.

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

(a) 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 3, 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, dated the day of Closing, subject only to the Permitted Exceptions.

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

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

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

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

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

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

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

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

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

(b) 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 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 Closing shall occur at the offices of the Escrow Agent as set forth in Section 17(m), or such other place as may be agreed by the parties.

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

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 Initial Deposit but without any 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, Seller 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 their 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. The obligations in this Section shall survive closing.

(b) Environmental Release and Indemnification. The Seller makes no representation or warranty whatsoever, whether express, implied, or statutory, regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Property. Purchaser releases the Seller and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) that result from the presence, use, keeping, storage, or disposal of Hazardous Material in, on, or about the Property, or that arise out of or result from Purchaser's occupancy or use of the Property or the use or occupancy of the Property by Purchaser's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other

than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Property or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Purchaser agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Property, whether by Purchaser, his, her or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives, or any other party.

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

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

The obligations in this Section shall survive closing.

16. Replat A Portion of Lots 4A & 4B with Lot 4C: Purchaser covenants and agrees to submit all necessary materials, including fees, to the City of Cordova Planning Department to replat a 1,022.69-square-foot portion of Lots 4A and 4B, Harvill Subdivision, with Lot 4C, Harvill Subdivision, to merge the two lots into a single lot (the "Replat"), all at Purchaser's sole cost and expense. Completion of the Replat shall be a condition to Closing.

17. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller:	City of Cordova Attn: City Manager P. O. Box 1210 Cordova, Alaska 99574
With copy to:	Michael Schwarz, Esq. and Joe Towslee, Esq. Birch Horton Bittner & Cherot 510 L Street, Suite 700 Anchorage, Alaska 99501
Purchaser:	John I. & Barbara B. Harvill AMI Revocable Trust P.O. Box 1569 Cordova, Alaska 99574
Escrow Agent:	First American Title Insurance Company 1400 West Benson, Blvd. Ste 250 Anchorage, Alaska 99503
Title Company:	First American Title Insurance Company 1400 West Benson, Blvd. Ste 250 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.

[Signatures on following pages.]

DRAFT

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, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2027, by Samantha Greenwood, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

[SEAL]

Notary Public in and for Alaska
My commission expires: _____

PURCHASER:

By: _____
John I. Harvill

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2027, by John I. Harvill.

[SEAL]

Notary Public in and for Alaska
My commission expires:_____

EXHIBIT B

**Quitclaim Deed with Right of Reentry and
Right of First Refusal**

**THIRD JUDICIAL DISTRICT
CORDOVA RECORDING DISTRICT**

Recording requested by and
after recording, return to:

John I. & Barbara B. Harvill AMI Revocable Trust
P.O. Box 1569
Cordova, Alaska 99574

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 John I. & Barbara B. Harvill AMI Revocable Trust (“Grantee”), whose address is P.O. Box 1569, Cordova, Alaska 99574, all interest which Grantor has, if any, in the following described real property (the “Property”):

[Insert from title report]

Subject to reservations, exceptions, easements, covenants, conditions, and restrictions of record, if any.

DATED this __ day of _____, 2027.

GRANTOR:

CITY OF CORDOVA

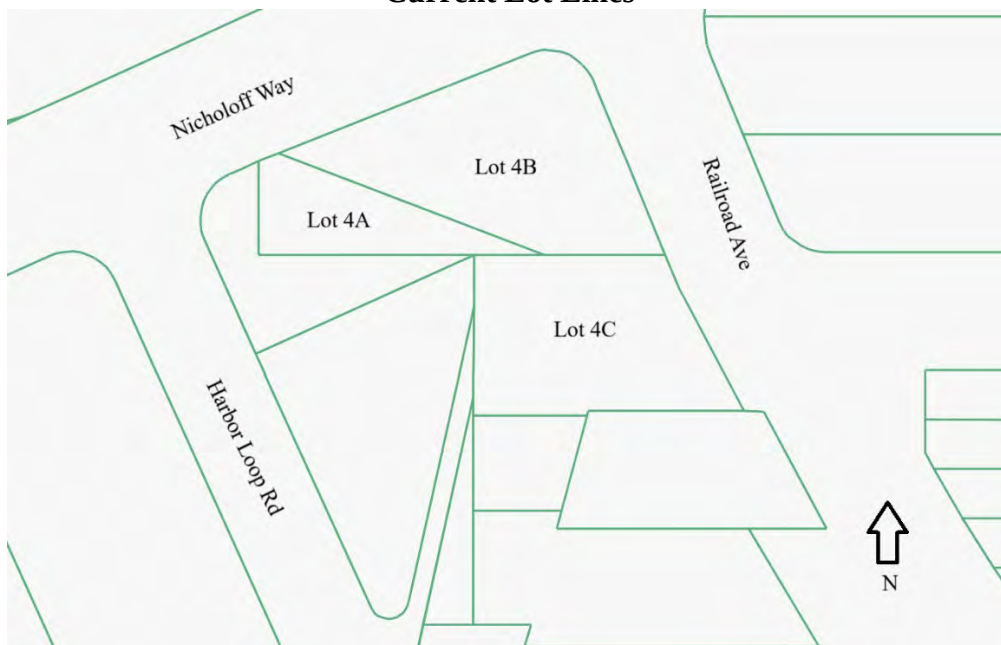
Samantha Greenwood, City Manager

EXHIBIT C

Site Development Plan

Replat A Portion of Lots 4A & 4B with Lot 4C: Purchaser covenants and agrees to submit all necessary materials, including fees, to the City of Cordova to replat a 1,780.21-square-foot portion of Lots 4A and 4B, Harvill Subdivision, with Lot 4C, Harvill Subdivision, to merge into a single lot (the “Replat”), all at Purchaser’s sole cost and expense. Completion of the Replat shall be a condition to Closing.

Current Lot Lines



Replated Lot Lines in Red





AGENDA ITEM # 7
City Council Meeting Date: 10/21/26
CITY COUNCIL COMMUNICATION FORM

FROM: Amanda Hadley Coward, City Planner
DATE: Wednesday, October 21, 2026
ITEM: Resolution 10-26-32 - Final Plat of Jensen & Nolan Subdivision
NEXT STEP: Decision on Approval of the Resolution

☐ INFORMATION
☐ MOTION

☒ RESOLUTION
☐ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Decision on Adoption of the Resolution
Applicant: Drew Lindow, PinnacleGeo
Owner: Per & Neva Nolan Trust, Jack Jensen, & Ila Smith
Address: 811 Chase Ave & 900 Ingress St
Zoning: Business District

II. RECOMMENDED ACTION / NEXT STEP: Staff has provided the following motion for the City Council to open the agenda item for discussion:

“I move to approve Resolution 10-26-32, a Resolution of the Council of the City of Cordova, Alaska, approving the final plat of the Jensen & Nolan Subdivision.”

III. BACKGROUND INFORMATION: The applicant, Drew Lindow at PinnacleGeo, submitted a subdivision application for three (3) lots in the Business Zoning District. This plat consists of a boundary line adjustment between the three (3) existing neighboring lots and a subdivision of Lot 7B into two (2) lots (proposed to become Lot 2 & Lot 4). This plat underwent an administrative preliminary review and was approved. The final plat has been submitted and is now before the City Council for its review and findings.

Planning Commission Recommendation

The Planning Commission recommended the City Council approve the final plat as submitted with Staff's suggested findings.

Vote: 7 yes, 0 no, 0 absent

Full Video: <https://www.youtube.com/live/cnsUOx-49EQ?si=QoNAVL8bHhVvb8As>

Next Steps

City Council may adopt Resolution 10-26-32 and approve the final plat as submitted with Staff's suggested

findings, approve the final plat with the Council's own findings, withhold approval of the plat pending an update to the plat with cited findings, or reject the plat with cited findings.

Final Plat Suggested Findings:

Below you will find the approval criteria in *italics* and Staff's responses in normal font type.

Chapter 17.12 - FINAL PLAT

17.12.010 - Submission to planning commission.

After approval of the preliminary plat, the subdivider shall prepare and submit to the commission a final plat for recording purposes, together with other supplementary information and certificates. Said final plat shall be submitted to the secretary of the commission at least eight days prior to a regular meeting of the commission.

17.12.020 - Form—Data required.

A. The final plat shall be presented to the planning commission. The final submittal shall consist of:

1. Two reproducible mylar copies of the plat. Four prints of the final plat. If no preliminary plat is required, seven prints of the final plat shall be submitted;

This criterion is met. Approved digital submission at this time. One (1) Mylar copy will be requested for signatures following approval of the final plat by City Council.

2. Six copies of any covenants where such restrictions are too lengthy to be shown on the plat;

This criterion is met. No applicable covenants and restrictions.

3. The final plat is to be drawn at a scale of not more than one hundred feet to the inch from an accurate survey. If more than two sheets are required, an index sheet of the same dimensions shall be filed showing the entire subdivision on one sheet and the areas shown on the other sheets.

This criterion is met.

B. The final plat shall show:

1. The boundary lines of the area being subdivided with accurate distances and bearings. The correct legal description of the property being subdivided shall be shown on the plat;

This criterion is met.

2. The lines of all proposed streets and alleys with their widths and names;

This criterion is met.

3. The accurate outline of any portions of the property intended to be dedicated or granted for public use;

This criterion is met.

4. The lines of adjoining streets and alleys with their widths and names;

This criterion is met. The adjoining street widths are not consistent along the length of the plat boundary and are indicated on the plat for Ingress St "variable widths" and Chase Ave "variable widths."

5. All lot lines together with an identification system for all lots and blocks;

This criterion is met. Lot identification is Lots 1-4, Jensen & Nolan Subdivision.

6. The location of all building lines and easements provided for public use, services or utilities;

This criterion is met.

7. All dimensions, both linear and angular, necessary for locating the boundaries of the subdivision, lots, streets, alleys, easements and other areas for public or private use. Linear dimensions are to be given to the nearest 1/100 of a foot;

This criterion is met.

8. The radii, arcs, chords, points of tangency and central angles for all curvilinear streets and radii for rounded corners;

This criterion is met.

9. The location of all survey monuments and bench marks together with their descriptions. There shall be a minimum of four permanent markers in each subdivision located at or near the outer corners. Such monuments shall be a minimum of twenty-four inches in length and contain a cap bearing the name and registration number of the licensed surveyor who is responsible for the survey;

This criterion is met.

10. The name of the subdivision, the scale of the plat, points of the compass, and name and address of owner or owners or subdivider;

This criterion is met. The subdivision name is indicated on the plat "Jensen & Nolan Subdivision." The plat includes the scale, north arrow, and owners' names and addresses.

11. The certificate of the registered surveyor, licensed and registered in the state of Alaska, attesting to the accuracy of the survey, and the correct location of all monuments shown in a form approved by the city planner;

This criterion is met.

12. Any private restrictions and trusteeships and their periods of existence. Should these restrictions or trusteeships be of such length as to make their lettering on the plat impracticable and thus necessitate the preparation of a separate instrument, reference to such instrument shall be made on the plat;

This criterion is met.

13. Acknowledgement of the owner or owners of the plat and restrictions, including dedication to public use of all streets, alleys, parks or other open spaces shown thereon and the granting of easements required;

This criterion is met.

14. Statement dedicating all easements, in a form approved by the city planner;

This criterion is met. The easement being created is stated in note 4 and is indicated on the plat across the northernmost portion of Lot 4 for the benefit of Lot 2.

15. Statement dedicating all streets, alleys and other public areas not previously dedicated, in a form approved by the city planner;

This criterion is met.

16. A receipt showing that all legally due taxes have been paid for, in a form approved by the city planner;

This criterion is met. All taxes are current; see Attachment C

17. Space for certificates of approval to be filled in by the signatures of the chairman and secretary of the city planning commission, the city engineer, under contract with the city, or city manager and the city clerk, in a form approved by the city planner.

This criterion is met.

17.24.005 - Certificate to plat required.

A certificate to plat prepared by a title company authorized to issue title policies in the State of Alaska shall be included with all plats submitted to the city for approval. A certificate to plat is acceptable up to one hundred twenty days from the date of issuance or update.

This criterion is met. See Attachment D

Other Applicable Code:

17.12.040 - Submission to city council.

A. After review of the final plat by the city planning commission, such final plat, together with the recommendation of the commission, shall be submitted to the city council for approval. If accepted, the final plat shall be approved by resolution, which resolution shall provide for the acceptance of all streets, alleys, easements or other public ways, and parks or other open spaces dedicated to public purposes.

B. If the commission rejects or withholds approval of a plat, the subdivider may request that said plat be submitted to the city council. The secretary of the city planning commission shall forward the proposed plat together with the report of the commission, stating the reason or reasons for the action taken. The city council may make such findings and determinations as are deemed proper.

IV. SUMMARY AND ALTERNATIVES: The final plat of the proposed Jensen & Nolan Subdivision has gone before the Planning Commission, and its recommendation was to approve the plat. It is now before the City Council for its decision. The City Council may choose to approve this plat as is, withhold approval pending an update, or reject the plat.

V. ATTACHMENTS:

- A. Subject Location
- B. Subdivision Application
- C. Letter from the City Clerk Regarding Taxes
- D. Certificate to Plat
- E. Proposed Plat
- F. Resolution 10-26-32

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-26-32**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE FINAL PLAT FOR THE JENSEN & NOLAN SUBDIVISION**

WHEREAS, the City of Cordova recognizes that the Planning Commission, having completed a review of the final plat, recommended at its Regular Meeting on Tuesday, October 13, 2026, that the final plat be approved; and

WHEREAS, this is the plat for the Jensen & Nolan Subdivision; and

WHEREAS, the plat is subject to all conditions, easements, covenants, reservations, restrictions, and rights-of-way of record; and

WHEREAS, the proposed subdivision is zoned Business District.

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Cordova, Alaska hereby approves the final plat for Jensen & Nolan Subdivision effective the date this resolution is adopted. The form and content of the plat 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 the plat on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting.

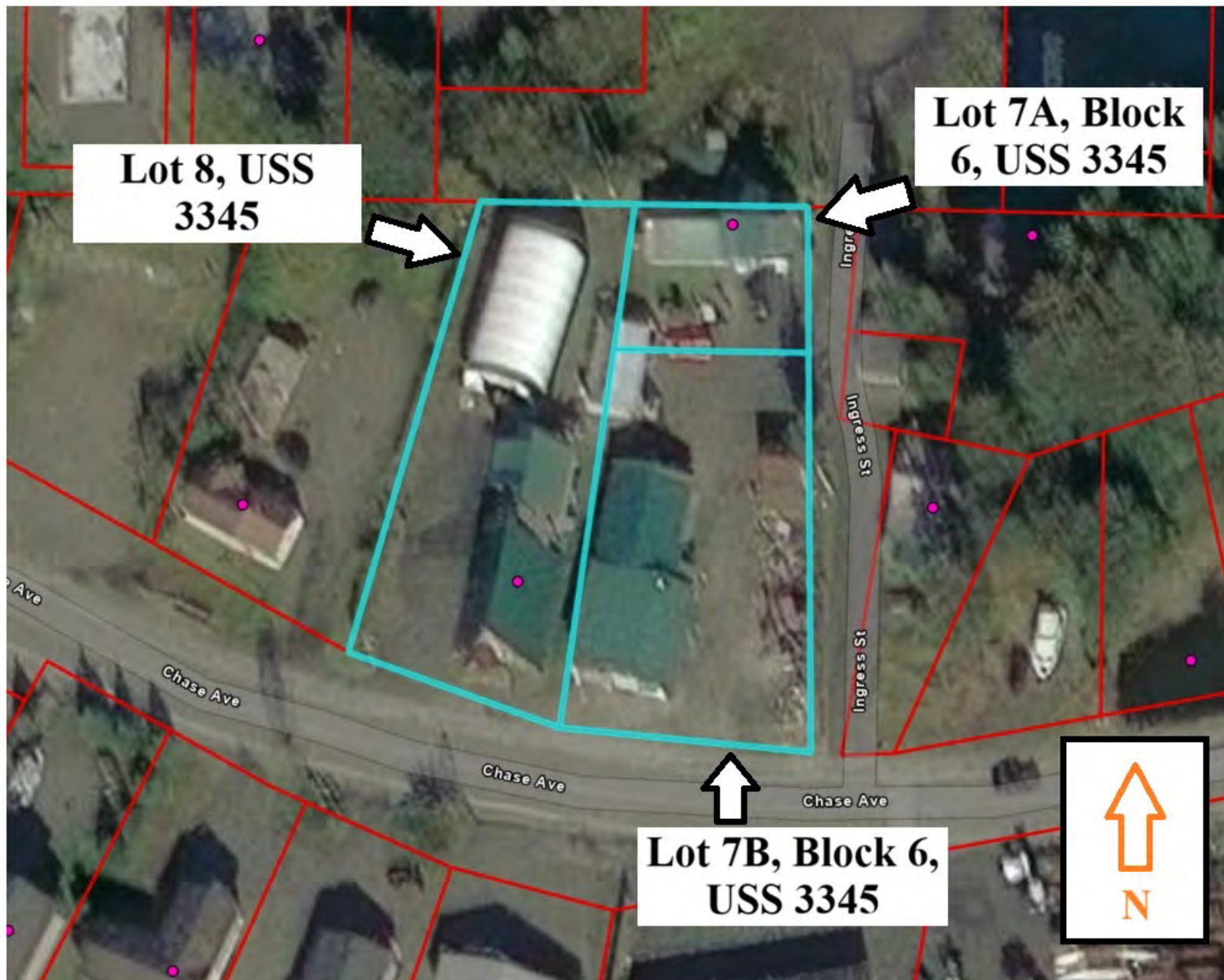
PASSED AND APPROVED THIS 21st DAY OF OCTOBER 2026.

Kristin Smith, Mayor

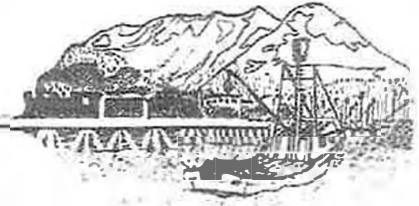
Attest:

Susan Bourgeois, City Clerk

ATTACHMENT - A



CITY OF CORDOVA



SUBDIVISION APPLICATION

City of Cordova, Alaska

INSTRUCTIONS	PERMIT TYPE	FEE
Print or type requested information. Incomplete applications will be returned to the applicant and will delay processing of the request. Applications must be received by the Planning Department 21 days prior to the next Planning Commission Regular Meeting, which is scheduled the second Tuesday of each month, if Planning Commission approval is required.	☐ Preliminary Plat	\$300 + \$50 per lot
	☐ Final Plat	\$200 + \$25 per lot
	☒ Administrative Plat*	\$200
	☐ Admin. Dissolving Lot Lines*	\$0 + Recording Fees
*These plats do not require Planning Commission approval.		

APPLICANT INFORMATION

Name:	Drew Lindow, PLS
Mailing Address:	PO Box 1049
City/State/Zip:	Cordova, AK 99574
Phone Number:	[REDACTED]
Email Address:	[REDACTED]

OWNER INFORMATION

Name:	per & Neva Nolan	Jack Jensen & Ila Smith
Mailing Address:		
City/State/Zip:	Cordova, AK 99574	Cordova, AK 99574
Phone Number:	[REDACTED]	[REDACTED]
Email Address:	[REDACTED]	[REDACTED]

Only complete this section if owner is different from applicant.

PROPERTY INFORMATION

Address:	811 Chase Ave & 900 Ingress St
Legal Description:	See below
Tax Lot No.:	02-072-711, 02-072-709, 02-072-709-A
Zone District:	Business

Planning Department can assist if unknown.

Legal Description: Lots 7A & 7B of Lot 7 Block 6 Subdivision (Plat 93-11) and Lot 8, Block 6 of U.S. Survey 3345

SURVEYOR INFORMATION	
Company Name:	Pinnacle Geo LLC
Mailing Address:	Po Box 1049
City/State/Zip:	Cordova, AK 99574
Phone Number:	
Email Address:	
Cordova Business License #:	5628

ADDITIONAL INSTRUCTIONS
Please send an electronic copy of the proposed plat to planning@cityofcordova.net . Plats must comply with the Cordova Municipal Code, particularly Title 17 - Subdivisions. The Planning Department will review all plats and may request changes. In the case of certain subdivisions, such as major subdivisions, additional information will be required.

APPLICANT CERTIFICATION
<i>By the signature attached hereto, I certify that I am the owner or duly authorized owner's agent and that the information provided within this application and accompanying documentation is correct. Furthermore, I hereby authorize the City and its representatives to enter the property associated with this application for purposes of conducting site inspections.</i> Applicant Signature: <u><i>Drew Lindow</i></u> Date: <u>7/13/2026</u> Print Name: <u>Drew Lindow</u>

ATTACHMENT C

CITY OF CORDOVA



Friday, October 09, 2026

17.12.020 (B) (16)

16. A receipt showing that all legally due taxes have been paid for, in a form approved by the city planner;

Owner: Per & Neva Nolan Trust

02-072-711

Lot 8, USS 3345

U.S. Survey 3345 A & B Eyak Addition

Address: 811 Chase Ave, Cordova, AK 99574

Taxes: *pd thru 12/31/26*

Owner: Jack Jensen & Ila Smith

02-072-709

7B, Block 6, USS 3345

Plat 93-11

Address: 900 Ingress Street, Cordova, AK 99574

Taxes: *pd thru 12/31/26*

Owner: Ila Smith

02-072-709-A

Lot 7A, Block 6, USS 3345

Plat 93-11

Address: 900 Ingress Street, Cordova, AK 99574

Taxes: *pd thru 12/31/26*

Susan Bourgeois

City Clerk, City of Cordova

PO Box 1210

601 First Street

Cordova, AK 99574

D: 907.424.6248 C: 907.253.6248 M: 907.424.6200

ATTACHMENT D



First American Title™

First American Title Insurance Company

1400 W Benson Blvd, Ste 250
Anchorage, AK 99503



COMMITMENT FOR TITLE INSURANCE

To:

Per & Neva Nolan
PO Box 924
Cordova, AK 99574

Attn:

Attn:

FOR QUESTIONS REGARDING THIS COMMITMENT, PLEASE CONTACT:

First American Title Insurance Company
1400 W Benson Blvd, Ste 250
Anchorage, AK 99503

Title Officer: Breanna Bovey
File No: 0209-4403849





First American Title™

Subdivision Guarantee

Issued by

First American Title Insurance Company

██████████
██

Guarantee

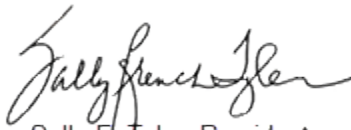
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

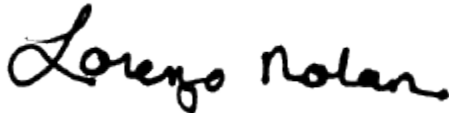
FIRST AMERICAN TITLE INSURANCE COMPANY


Sally F. Tyler, President


William J. Aulbert, Secretary

This jacket was created electronically and constitutes an original document

First American Title Insurance Company



Lorenzo Nolan on behalf of Breanna Bovey, Title Officer

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in Schedule A.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms.**
The following terms when used in the Guarantee mean:
 - (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date.
2. **Notice of Claim to be Given by Assured Claimant.**
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
3. **No Duty to Defend or Prosecute.**
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
4. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.**
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all

reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the

indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

- (a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by

any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies. If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606



First American Title™

Schedule A

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

██████████
██████████

Liability: \$1,000.00

Fee: \$300.00

Tax: \$N/A

Additional Parcel Fee

\$ 200.00

Name of Assured: Per & Neva Nolan

Date of Guarantee: July 27, 2026

The assurances referred to on the face page hereof are:

1. **Title is vested in:**

Ila Smith, a single woman, as to Lot 7A, Block 6, and Jack P. Jensen and Ila R. Smith, as to Lot 7B, Block 6, and Per and Neva Nolan, Trust Dated November 28, 2025

2. That, according to the Public Records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee:

A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

B. Water rights, claims or title to water.

C. Tax Deeds to the State of Alaska.

D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of A.S. Section 38.04.045 and A.S. Chapter 40.15., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.



First American Title™

Schedule B

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

██████████
██████████

██████████

RECORD MATTERS

7. Reservations or exceptions in patents or in acts authorizing the issuance thereof.
8. Taxes and/or Assessments, if any, due The City of Cordova.
9. Easement, including terms and provisions contained therein:
Recording Information: February 13, 1978 [Book 39 Page 198](#)
In Favor of: City of Cordova
For: sewer line and appurtenances thereto

Affects: See instrument for affects
Affects: Lot 8 Block 6
10. Easement, including terms and provisions contained therein:
Recording Information: September 10, 1993 [Book 66 Page 103](#)
In Favor of: C. Ross Mullins and Peter D. Ochs their heirs, successors
and assigns
For: Grant of Permanent and Perpetual Easement
Affects: See instrument for affects
Affects: That portion of Lot 7A



First American Title™

Schedule C

Subdivision Guarantee

ISSUED BY

First American Title Insurance Company

██████████
██████████

██████████

The land in the Recording District of Cordova, State of Alaska, described as follows:

Parcel No.1

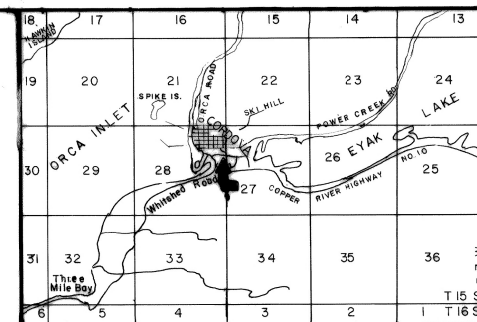
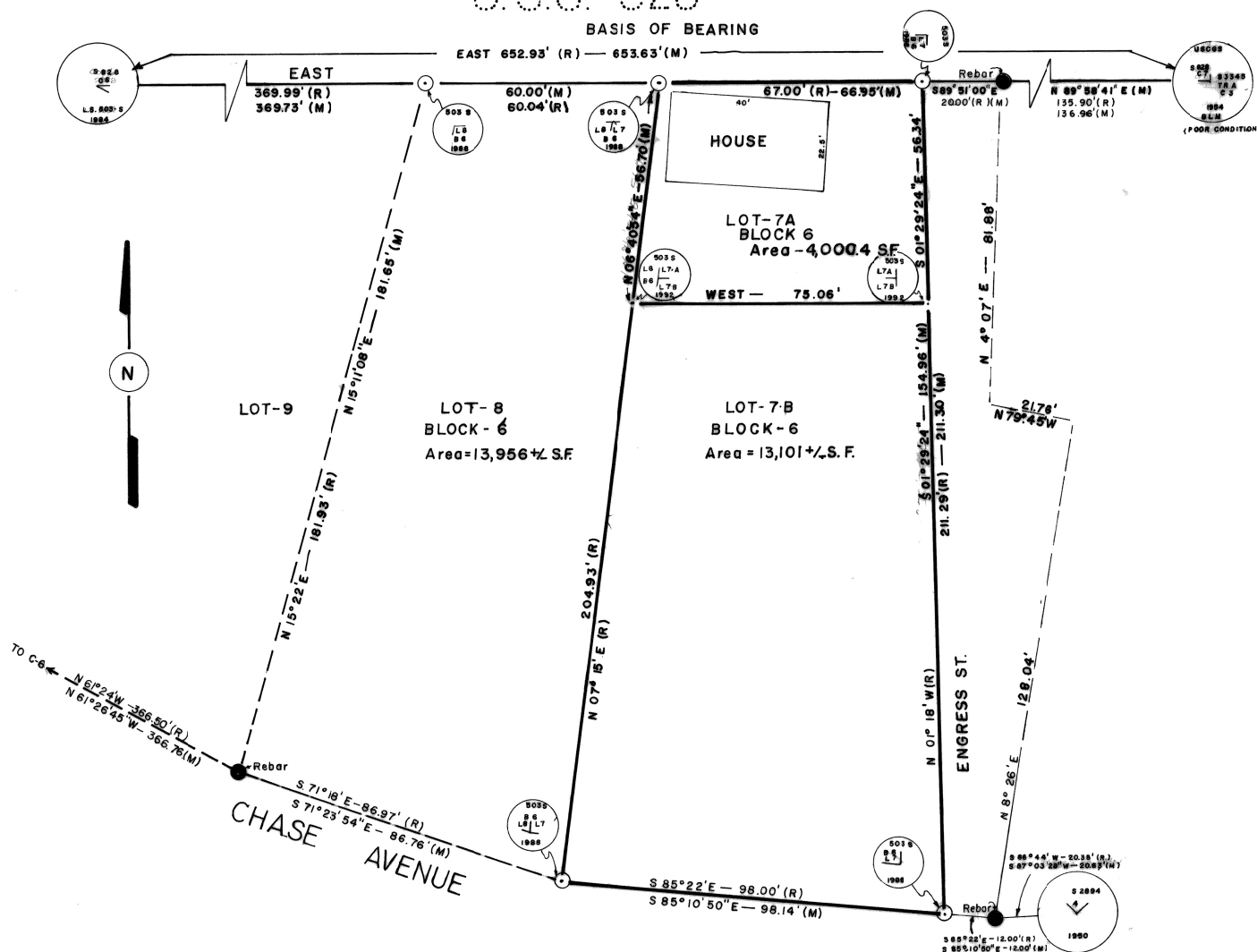
Lot 7A & 7B, Block 6, Subdivision of Lot 7, Block 6, U.S.SURVEY 3345, according to the official plat thereof, filed under Plat Number [93-11](#), Records of the Cordova Recording District, Third Judicial District, State of Alaska.

Parcel No.2

Lot 8, Block 6, U.S. SURVEY NO. 3345 A & B, EYAK ADDITION, TOWNSITE OF CORDOVA, according to the official plat thereof, filed under [Book 1 Page 16](#), Records of the Cordova Recording District, Third Judicial District, State of Alaska.

U.S.S. 828

BASIS OF BEARING



VICINITY MAP-SECT. 27, T15 S, R3 W, CRM.

U.S.G.S. QUAD. CORDOVA (C-5) 1951

SCALE: 1" = 1 MILE

CERTIFICATE OF OWNERSHIP

and
DEDICATION

(I, We) hereby certify that (I, we) hold the herein specified property interest in the property described hereon. (I, We) hereby dedicate to the City of Cordova, all areas depicted for use as public utility easements, streets, alleys, thoroughfares, parks, and other public areas shown hereon.

Pete M. Ochs
PETE M. OCHS

C. Ross Mullins
ROSS M. MULLINS

(I, We) hereby agree to this plat and to any restriction or covenant appearing hereon and any such restriction or covenant shall be binding and enforceable against present and successive owners of this subdivided property.

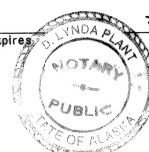
Pete M. Ochs

C. Ross Mullins

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me this 8 day of Sept, 1993
appeared C. Ross Mullins & Pete M. Ochs

9-3-94
My Commission Expires



Linda Platt
Notary Public

SURVEYOR'S CERTIFICATE

I, JOHN L. JOSLIN, professional land surveyor do hereby certify that the plat of LOT 7A BLOCK 6 is a true and correct representation of lands actually surveyed and that the distances and bearings are shown correctly and that lot corners have been set as shown hereon.

PLAT APPROVAL

Plat approved by the City Platting Authority
this 6th day of JUNE, 1992



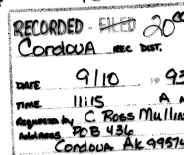
TAX CERTIFICATION

All real property taxes levied by the City of Cordova on the area shown on this plat have been paid through December 1993.

9/8/93
Date 9/8/93 Authorized Official D. Linda Platt

APPROVAL

Signature Walt Likede Date 9/8/93
Platting Officer Walt Likede
City Manager Walt Likede Date 9/9/93



LOT 7 BLOCK 6

SUBDIVISION IN
U.S. SURVEY NO. 3345

TRACT A
CORDOVA, ALASKA 99574

JOSLIN SURVEY & CONSTRUCTION
P.O. BOX 980
CORDOVA, ALASKA 99574

SCALE: 1" = 20'



Privacy Notice

Last Updated and Effective Date: December 1, 2025

First American Financial Corporation and its subsidiaries and affiliates (collectively, "First American," "we," "us," or "our") describe in our full privacy notice ("Notice"), which can be found at <https://www.firstam.com/privacy-policy/>, how we collect, use, store, sell or share your personal information when: (1) you access or use our websites, mobile applications, web-based applications, or other digital platforms where the Notice is posted ("Sites"); (2) you use our products and services ("Services"); (3) you communicate with us in any manner, including by e-mail, in-person, telephone, or other communication method ("Communications"); (4) we obtain your information from third parties, including service providers, business partners, and governmental departments and agencies ("Third Parties"); and (5) you interact with us to conduct business dealings, such as the personal information we obtain from business partners and service providers and contractors who provide us certain business services ("B2B"). This shortened form of the Notice describes some of the terms contained in the full Privacy Notice. Personal information is sometimes also referred to as personal data, personally identifiable information or other like terms to mean any information that directly or indirectly identifies you or is reasonably capable of being associated with you or your household. However, certain types of information are not personal information and thus, not within the scope of our Notice, such as: (1) publicly available information; and (2) de-identified and aggregated data that is not capable of identifying you. If we use de-identified or aggregated data, we commit to maintain and use the information in a non-identifiable form and not attempt to reidentify the information, unless required or permitted by law.

This Notice applies wherever it is posted. To the extent a First American subsidiary or affiliate has different privacy practices, such entity shall have their own privacy statement posted as applicable.

Please note that this Notice does not apply to any information we collect from job candidates and employees. Our employee and job candidate privacy notice can be found [here](#).

What Type Of Personal Information Do We Collect About You? We collect a variety of categories of personal information about you. To learn more about the categories of personal information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Personal Information? We collect your personal information: (1) directly from you; (2) automatically when you interact with us; and (3) from other parties, including business parties and affiliates.

How Do We Use Your Personal Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, complying with relevant laws and our policies, and handling a claim. To learn more about how we may use your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Disclose Your Personal Information? We may disclose your personal information, including to subsidiaries, affiliates, and to unaffiliated parties, such as service providers and contractors: (1) with your consent; (2) in a business transfer; and (3) for legal process and protection. Although we do not "sell" your information in the traditional sense, the definition of "sale" is broad under the CCPA that some disclosures of your information to third parties may be considered a "sale" or "sharing" for targeted advertising. To learn more about how we disclose your personal information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Personal Information? The security of your personal information is important to us. We take all commercially reasonable steps to make sure your personal information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information.

How Long Do We Keep Your Personal Information? We keep your personal information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.



Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and disclosure of your personal information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Services are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Services from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with the Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Services, and your agreements with us.

Changes to Our Notice: We may change the Notice from time to time. Any and all changes to the Notice will be reflected on this page and in the full Notice, and where appropriate provided in person or by another electronic method.

YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR SERVICES OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THE NOTICE.

For California Residents If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and its implementing regulations. To learn more, please visit <https://www.firstam.com/privacy-policy/>.

Contact Us: dataprivacy@firstam.com or toll free at 1-866-718-0097.

CORDOVA

Serial No. 74-72

SEWER EASEMENT

BOOK 39 PAGE 198
Cordova Recording District

KNOW ALL MEN BY THESE PRESENTS, THAT

Dale E. and Janet L. Sandstrom

For the sum of One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby give and grant unto the CITY OF CORDOVA, ALASKA, organized pursuant to the laws of Alaska, hereinafter termed the Grantee, its successors and assigns, an easement and right of way, with the right, privilege and authority to the Grantee, to construct, operate and maintain a sewer line for the purpose of disposal of wastes, through, across and under the following described lands within the Cordova Recording Precinct, Third Judicial District, State of Alaska, and more particularly described as follows, to wit:

That portion of the tract described in Exhibit A attached hereto and hereby made a part of this easement, lying within Lot 8, Block 6, U.S. Survey 3345.

This easement description is based upon information of record and the intent of the easement is to encompass the sewer lines as constructed. Any deviation or discrepancy because of inadequate or erroneous information of record shall not invalidate the intent of the easement.

Together with the right to the said Grantee, its successors and assigns, to place, maintain, inspect and repair sewers across, through and under the above described premises, and to do anything necessary, useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over and under said lands.

It is agreed by the City of Cordova that such debris and waste materials as are caused by such construction and operation will be removed from the premises.

IN WITNESS WHEREOF, we have hereunto set our
hand and seal this 27 day of April, 19 73.

STATE OF ALASKA

THIRD JUDICIAL DISTRICT)

ss

Dale E. SandstromJanet L. Sandstrom

BEFORE ME, the undersigned, a Notary Public in and for Alaska, duly commissioned and sworn as such, this day personally appeared

Dale E. and Janet L. Sandstrom
to me known and know to be the persons described in and who executed the above instrument and they acknowledged to me that they signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this 27 day of April, 19 73.

Notary Public in and for the State of Alaska
My Commission expires 12-1-74

005-014-38





EXHIBIT A

M.H. 96-B to M.H. 96-B-2

Utility Easement

Being a 20 foot wide utility easement in the City of Cordova, as shown on Sheet 4, Phase I of the Cordova Municipal Sewerage Project, as prepared by Tryck, Nyman & Hayes for the City of Cordova, centerline of said utility easement being described as follows:

Commencing at BLM brass cap monument U.S.L.M. 34-A;
Thence S24°30'25"E, a distance of 53.30 feet to proposed M.H. 96-B, the True Point of Beginning of this easement;
Thence North a distance of 377.38 feet to proposed M.H. 96-B-2;
Thence continuing North a distance of 10.00 feet to the end of this easement.

This easement description is based upon information of record and the intent of the easement is to encompass the sewer lines as constructed. Any deviation or discrepancy because of inadequate or erroneous information of record shall not invalidate the intent of the easement.

Temporary Construction Easements

Being a 10 foot wide strip of land to be used for a temporary construction easement, said strip of land being on both sides of and on the north end of the above described utility easement.

Temporary Construction Easement

Being a temporary construction easement adjacent to the above described utility easement, the exterior boundary of said temporary construction easement being described as follows:

Commencing at M.H. 96-B, as described in the above utility easement;
Thence due West a distance of 10.00 feet to the True Point of Beginning of this temporary construction easement;
Thence due West a distance of 20.00 feet;
Thence due North a distance of 221.00 feet, more or less, to the North boundary of Lot 9, Block 6, U.S.S. 828;
Thence due East along said North boundary a distance of 10.00 feet;
Thence due North a distance of 176 feet, more or less, to a point that bears N45°00'W, a distance of 28.28 feet from proposed M.H. 96B-2, as described in the above utility easement;
Thence due East a distance of 40.00 feet to a point that bears N45°00'E, a distance of 28.28 feet from proposed M.H. 96B-2, as described in the above utility easement;
Thence due South a distance of _____, more or less, to the North boundary of Lot 9, Block 6, U.S.S. 828;
Thence due West along said North boundary a distance of 10.00 feet;
Thence due North a distance of 166 feet, more or less, to a point that bears N45°00'E, a distance of 14.14 feet from proposed M.H. 86B-2, as described in the above utility easement;
Thence due West a distance of 20.00 feet to a point that bears N45°00'W a distance of 14.14 feet from proposed M.H. 96B-2;
Thence due South a distance of 166 feet, more or less, to the North boundary of Lot 9, Block 6, U.S.S. 3345;
Thence due South, a distance of 221.00 feet, more or less, to the True Point of Beginning of this temporary construction easement.

GRANT OF PERMANENT AND PERPETUAL EASEMENT

This agreement, dated 27 July 1993, by and between Ila Smith known as grantor, and C. Ross Mullins and Peter D. Ochs known as Grantees is for the purpose of conveying from the grantor to the grantees as a permanent and perpetual easement for their enjoyment and unrestricted use, that portion of lot 7A, Block 6, Subdivision in U.S.S Survey #3345, Tract A, Cordova, Alaska, that is herein described by metes and bounds description and by an accompanying map that portion of Lot 7A described as follows:

That portion of lot 7A beginning at corner #7 of U.S. Survey No. 828; thence West a distance of 155.90 feet to Lot 7A, N.E. cornerpoint; thence S $1^{\circ}29'24''$ W a distance of 53.0 feet to the point of beginning; thence N $85^{\circ}48'21''$ W a distance of 60.2 feet; thence N $18^{\circ}16'18''$ W a distance of 31.63 feet; thence S $06^{\circ}40'54''$ W 40.44 feet; thence EAST 75.06 feet; thence N $01^{\circ}29'24''$ W 3.34 feet back to the point of beginning, an area of 800 square feet more or less.

The North portion of the easement area is bounded by a chain link security fence. It is the intent of this agreement that all of that portion of Lot 7A that is south and west of the existing security fence shall be incorporated herein as that area for which the permanent easement and restriction that is hereby granted by Ila Smith to C. Ross Mullins and Peter D. Ochs their heirs, successors and assigns shall apply.

Return to:

- Ross Mullins
P.O. Box 436
Cordova, AK 99574

Peter Ochs
P.O. Box 441
Cordova, AK 99574

Ila Smith
P.O. Box 52
Cordova, AK 99574

Signed: Ila Smith

Ila Smith Grantor

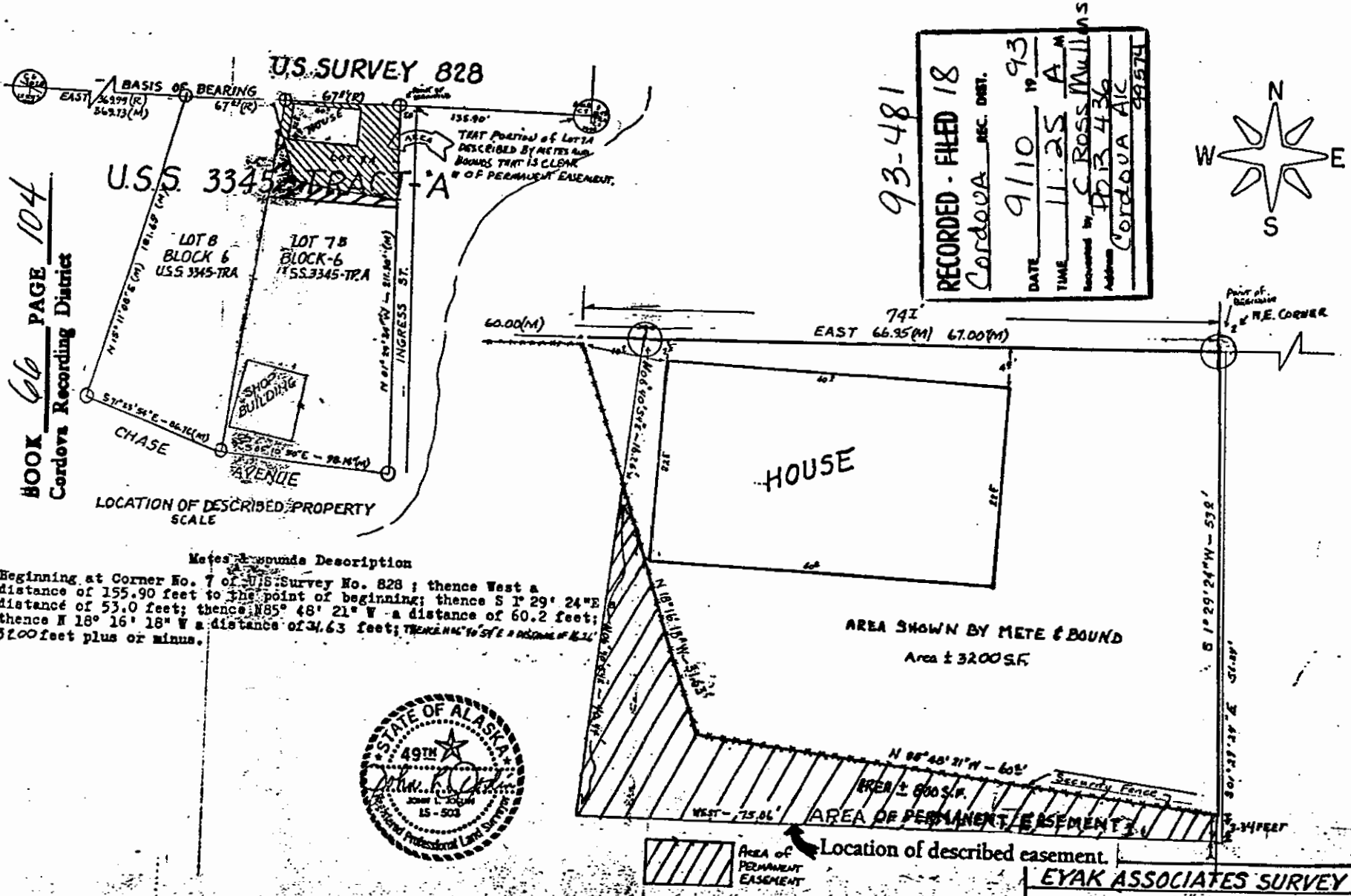
C. Ross Mullins

C. Ross Mullins Grantee

Peter D. Ochs

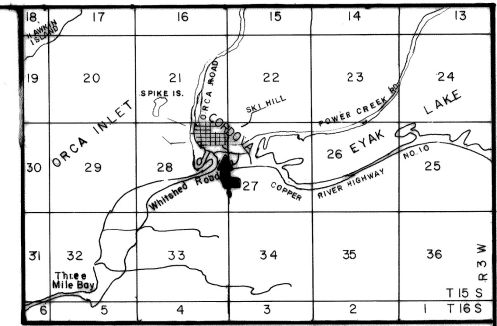
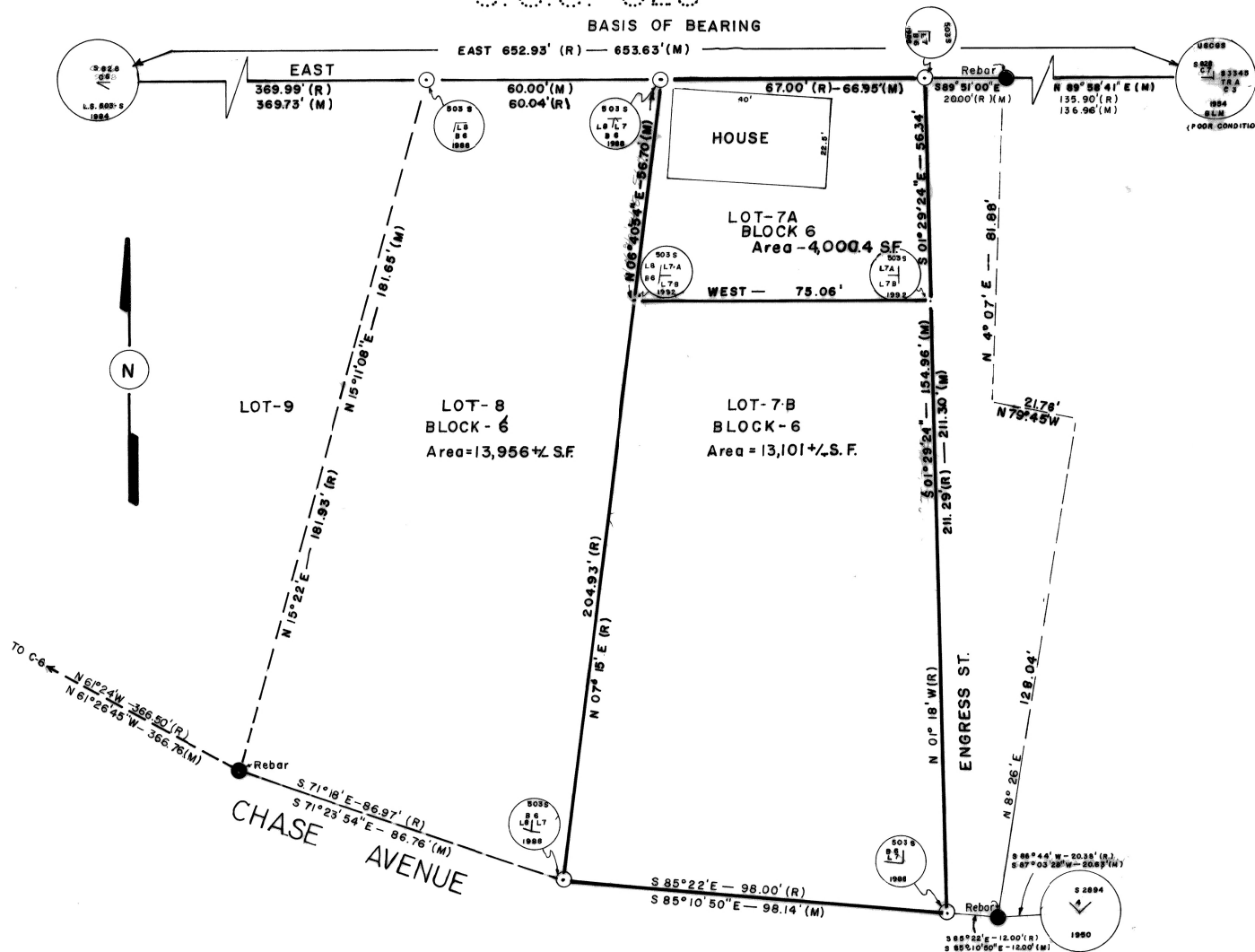
Peter D. Ochs Grantee

REDUCED FROM ORIGINAL SCALE



U.S.S. 828

BASIS OF BEARING



VICINITY MAP-SECT. 27, T15 S, R3 W, CRM.

U.S.G.S. QUAD. CORDOVA (C-5) 1951

SCALE: 1" = 1 MILE

CERTIFICATE OF OWNERSHIP

and
DEDICATION

(I, We) hereby certify that (I, we) hold the herein specified property interest in the property described hereon. (I, We) hereby dedicate to the City of Cordova all areas depicted for use as public utility easements, streets, alleys, thoroughfares, parks, and other public areas shown hereon.

Pete M. Ochs
PETE M. OCHS

C. Ross Mullins
ROSS M. MULLINS

(I, We) hereby agree to this plat and to any restriction or covenant appearing hereon and any such restriction or covenant shall be binding and enforceable against present and successive owners of this subdivided property.

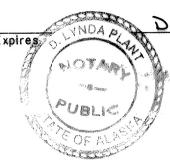
Pete M. Ochs

C. Ross Mullins

NOTARY ACKNOWLEDGEMENT

Subscribed and sworn to before me this 8 day of Sept, 1993
appeared C. Ross Mullins & Pete M. Ochs

9-3-94
My Commission Expires 9-3-94
Notary Public



SURVEYOR'S CERTIFICATE

I, JOHN L. JOSLIN, professional land surveyor do hereby certify that the plat of LOT 7 BLOCK 6 is a true and correct representation of lands actually surveyed and that the distances and bearings are shown correctly and that lot corners have been set as shown hereon.

PLAT APPROVAL

Plat approved by the City Platting Authority this 6th day of JUNE, 1992



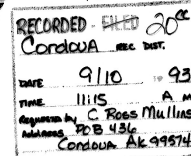
TAX CERTIFICATION

All real property taxes levied by the City of Cordova on the area shown on this plat have been paid through December 1993.

9/8/92
Date 9/8/92 Authorized Official D. Linda Platt

APPROVAL

Signature Walt Likede Date 9/8/93
Platting Officer Walt Likede
City Manager Walt Likede Date 9/9/93



LOT 7 BLOCK 6

SUBDIVISION IN
U.S. SURVEY NO. 3345

TRACT A
CORDOVA, ALASKA 99574

JOSLIN SURVEY & CONSTRUCTION
P.O. BOX 980
CORDOVA, ALASKA 99574

SCALE: 1" = 20'

QUITCLAIM DEED

A.S. § 34.15.040

KNOW ALL MEN BY THESE PRESENTS:

That Grantors, Neva K. Nolan and Par Nolan, also known as Per Nolan, wife and husband, whose address is 811 Chase Ave, PO Box 924, Cordova, Alaska 99574, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby convey and quitclaim all interest they may have unto Grantees, Per Barker Nolan and Neva Kay Nolan, as trustees (or the successor trustee thereunder) of the Per and Neva Nolan Trust dated November 28, 2025, and any amendments thereto, whose address is 811 Chase Ave, PO Box 924, Cordova, Alaska 99574, that real property situated in the Cordova Recording District, State of Alaska, and more particularly described as follows:

Lot 8, Block 6, U.S. SURVEY NO. 3345 A & B, EYAK ADDITION, TOWNSITE OF CORDOVA, according to the official plat thereof, filed under Book 1, Page 16, Records of the Cordova Recording District, Third Judicial District, State of Alaska.

SUBJECT TO ALL reservations, easements, exceptions, restrictions, covenants, conditions and rights-of-way of record, if any.

Grantors assume all responsibility for the accurateness of the legal description and stated title owners contained herein.

DATED this 28th day of November, 2025.

Neva K. Nolan

Neva K. Nolan, Transferor

Par Nolan
Par Nolan, Transferor

STATE OF ALASKA)

) ss.

FIRST JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 28 day of November, 2025, personally appeared before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Neva K. Nolan and Par Nolan, known to me and to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged to me that the same was signed as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.



Jill Graves

Notary Public in and for Alaska

My commission expires: 10/24/2026

RECORD IN THE CORDOVA RECORDING DISTRICT

RETURN TO: Connie A. Aschenbrenner, P.O. Box 140842, Anchorage, Alaska 99514

Northern Property Tax Service, LLC

Phone: (907) 562-9794

Email: taxes@nptslc.com

Property Tax and Special Assessment Report

First American Title Insurance Company

File No.: **4403849**

Report Date: **July 22, 2026**

Remarks:

Property Information

Legal: **Lot 8, Blk. 6, USS 3345**

Site: **811 Chase Ave**

Lot Size: **14,003**

Zone: **BUS**

Year Built: **1965**

Plat No.: **83-11**

Tax Information

Tax Authority: **City of Cordova**

Tax Account: **02-072-711**

Land 2026: **\$72,500**

Building 2026: **\$250,700**

Exemption 2026: **\$150,000 Senior**

Code Area: **N/A**

Mil Rate: **11.440**

Due Date: **8/31 & 11/2/2026**

Year: **26**

Levy: **\$3,697.00**

Balance: **\$1,981.00**

Del Balance: **\$0.00**

Levy Net of Exemption(s) is \$1,981.00

Assessment Information

<u>Type</u>	<u>Status</u>	<u>Unbilled Prin</u>	<u># Pymts</u>	<u>Due</u>	<u>Annual \$</u>	<u>Current Due</u>	<u>Del Balance</u>
Sewer Trunk	No Unpaid Assessment Reported						
Sewer Lateral	No Unpaid Assessment Reported						
Water	No Unpaid Assessment Reported						
Roads	No Unpaid Assessment Reported						
Parks	No Unpaid Assessment Reported						
Gas	No Unpaid Assessment Reported						
Other	No Unpaid Assessment Reported						

Owner Title: **Per & Neva Nolan Trust**

Owner Muni: **Per & Neva Nolan Trust**

In consideration of the fee paid for this report, the information is guaranteed as of the date of this report, subject to the accuracy of the information and balances provided by the applicable taxing authority.

By 

Northern Property Tax Service, LLC

ATTACHMENT E

NOTES

1. The relative precision of this survey exceeds 1:5,000.
2. Bearings shown hereon are based on the Basis of Bearing shown hereon. Distances shown hereon are horizontal ground distances in U.S. Survey Feet, unless otherwise noted.
3. Permanent and perpetual easement per Bk. 66 Pg. 103, granted to C. Ross Mullins and Peter D. Ochs, their heirs, successors and assigns. Benefited estate not expressly identified in instrument. The record metes-and-bounds description calls from the northeast corner of Lot 7A S 01°29'24" W; said call appears to be a scrivener's error and is shown hereon as S 01°29'24" E, along the east line of Lot 7A.
4. A perpetual, non-exclusive private access easement, twelve feet (12') wide, is hereby granted over Lot 4, Jensen & Nolan Subdivision, for the benefit of Lot 2, Jensen & Nolan Subdivision, as shown hereon. The easement is for pedestrian and vehicular ingress and egress between Lot 2 and Ingress Street, including the right to construct, maintain, repair, and replace access improvements within the easement area. The easement shall run with the land, burden Lot 4, and benefit Lot 2. The owner of Lot 4 may use the easement area in any manner that does not materially interfere with the easement rights. Maintenance of access improvements serving Lot 2 shall be the responsibility of the owner of Lot 2.

LEGEND

- | | |
|---|---|
|  | Subdivision Boundary |
|  | Interior Lot Line |
|  | Lot Line Removed |
|  | Adjacent Lot Line |
|  | Easement Boundary |
|  | Recovered Rebar |
|  | Recovered 2" Aluminum Cap |
|  | Set 5/8" X 30" Rebar with 2" Aluminum Cap |
| (M) | Measured Information |
| (C) | Calculated Information |
| (R1) | Record Information (See Listing) |

RECORD PLATS

- R1 U.S. Survey 3345 A & B, Eyak Addition (Accepted 6-2-59)
- R2 Plat of Lot 7 Block 6 Subdivision in U.S. Survey No. 3345,
Tract A; Plat #93-11, (Rec. 9-10-93)

TYPICAL MONUMENT
SET THIS SURVEY



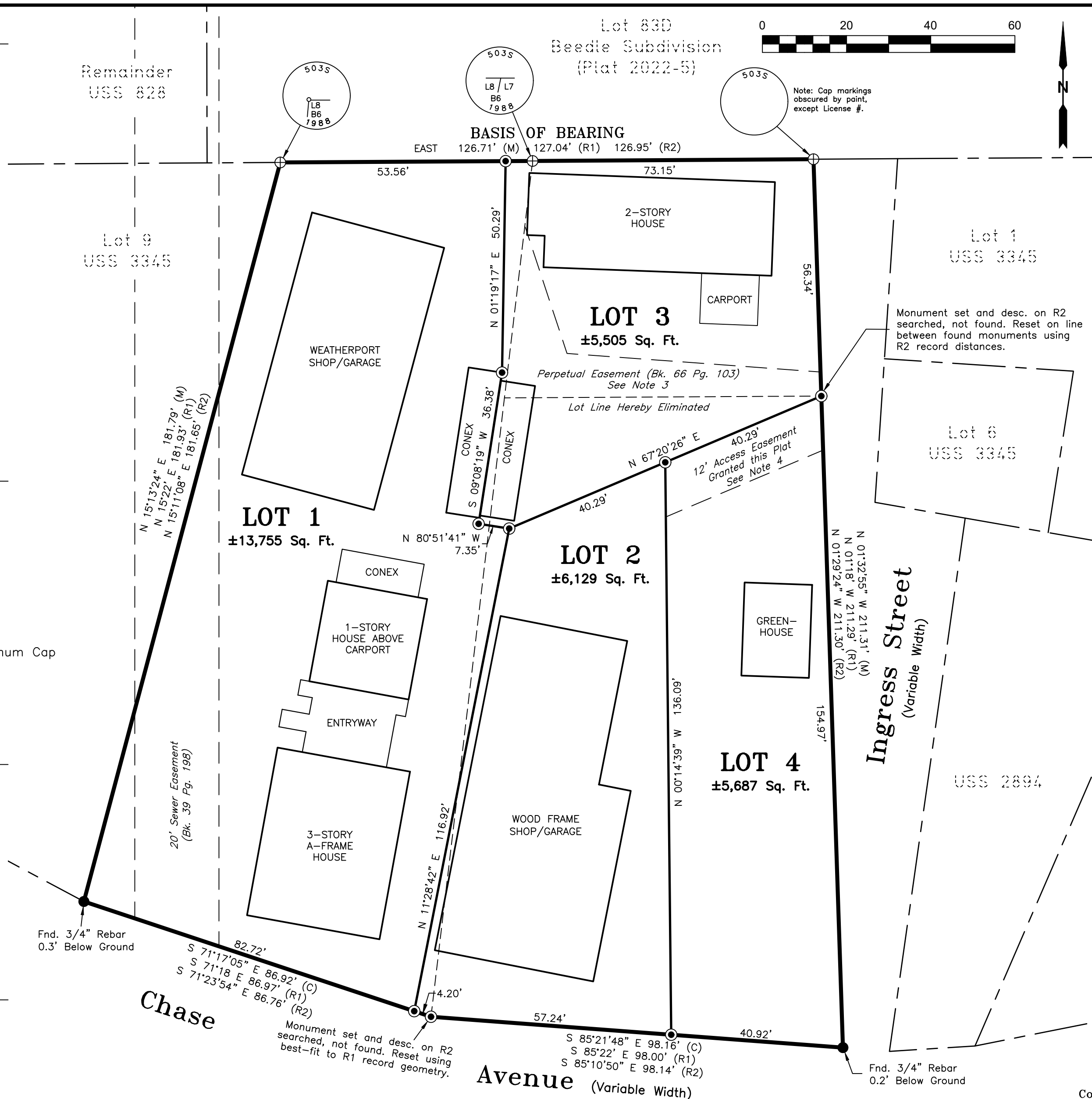
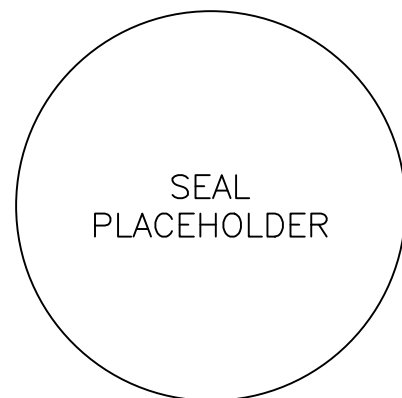
TAX CERTIFICATE

I hereby certify that all taxes and special assessments levied against the property shown hereon have been paid through _____.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATE

I, Drew W. Lindow, hereby certify that I am properly registered and licensed to practice land surveying in the State of Alaska and that this plat represents a survey made by me or under my direct supervision, that the monuments shown hereon actually exist as described, and that all dimensions and other details are correct.



OWNER'S CERTIFICATE & DEDICATION

The undersigned hereby certify that they are the owner(s) of the real property shown and described on this plat, and that they consent to the subdivision, platting, and recording of this plat. The owner(s) hereby dedicate, grant, or reserve the streets, rights-of-way, easements, and other interests shown on this plat only for the purposes, beneficiaries, and uses expressly stated hereon.

Date _____

Date _____

Date _____

Date _____

NOTARY'S ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2026.

For: Per Nolan, Trustee of the Per and Neva Nolan Trust

My Commission Expires _____ Notary Public for the State of Alaska

NOTARY'S ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2026.

For: Neva Nolan, Trustee of the Per and Neva Nolan Trust

My Commission Expires _____ Notary Public for the State of Alaska _____

NOTARY'S ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2026.

For: Ila R Smith

My Commission Expires _____ Notary Public for the State of Alaska

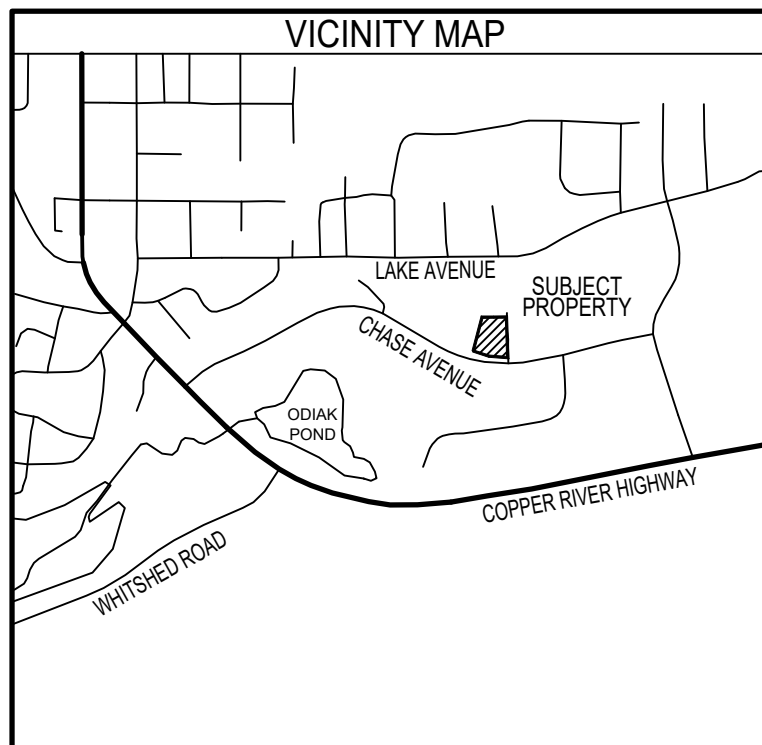
NOTARY'S ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of _____, 2026.

For: Jack P Jensen

My Commission Expires _____ Notary Public for the State of Alaska

Cordova Recording District, Third Judicial District, State of Alaska



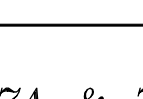
PLAT APPROVAL

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.

Date _____

Date _____

Date _____

PLAT OF Jensen & Nolan Subdivision Creating Lots 1-4		
<i>A Subdivision of</i> <i>Lots 7A & 7B of Lot 7 Block 6 Subdivision (Plat 93-11) and Lot 8, Block 6 of U.S. Survey 3345</i>		
Located Within SECTION 27, TOWNSHIP 15 SOUTH, RANGE 3 WEST, Copper River Meridian, Alaska. Containing 0.71 acres more or less.		
 PinnacleGeo		PO Box 1049 Cordova, AK 99574 (907) 350-3796 AELS CoA #248984
Drawn: DWL	Survey Date: May 25-27, 2026	WO #: 26-111
Checked: JSR	Scale: 1"= 20'	Sheet: 1 of 1
Drawing Name: 26-111 Nolan Jensen.dwg		



AGENDA ITEM 8
City Council Meeting Date: 10/21/26
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 10/15/26
ITEM: Resolution 10-26-33
NEXT STEP: Majority voice vote

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: Approval of Resolution 10-26-33

II. RECOMMENDED ACTION / NEXT STEP: Suggested motion:

I move to approve Resolution 10-26-33 a resolution of the Council of the City of Cordova, Alaska, confirming approval of the Collective Bargaining Agreement between the City of Cordova and the IBEW Local Union #1547

III. FISCAL IMPACTS: The cba governs pay and benefits for all union employees of the City and therefore has a significant fiscal impact on budgets.

IV. BACKGROUND INFORMATION: City Council approved the 2027 CBA at the October 7, 2026, Regular Council Meeting. However, that resolution had been added to the agenda at approval of the agenda. This Resolution confirms the approval of that resolution, and therefore, of the 2027 CBA.

V. LEGAL ISSUES: The City Attorney was integral in ensuring we followed pertinent rules in order to add Resolution 10-26-27 to the Oct 7, 2026, regular meeting agenda due to the tight timeline. She also then recommended we approve this resolution at a subsequent meeting confirming the approval that was accomplished via Resolution 10-26-27.

VI. SUMMARY AND ALTERNATIVES: Majority voice vote to approve the resolution, approval of consent calendar accomplished approval of the resolution.

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-26-33**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
CONFIRMING APPROVAL OF THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF CORDOVA AND THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION #1547.**

WHEREAS, Cordova City Council approved the collective bargaining agreement between the City of Cordova (“City”) and the International Brotherhood of Electrical Workers Local Union (“IBEW”) #1547 on October 7, 2026, via Resolution 10-26-27; and

WHEREAS, Resolution 10-26-27 was added to the agenda at the October 7, 2026, meeting in order to comply with unanticipated deadlines regarding employee benefits under the Agreement; and

WHEREAS, Resolution 10-26-27 was lawfully adopted and City Council, by adding that resolution to the agenda on the floor, provided maximum cost savings and efficiencies under the Agreement; and

WHEREAS, confirmation of Resolution 10-26-27 ensures that any and all members of the public who were unaware of Council’s consideration of the Agreement at the October 7, 2026, meeting have an opportunity to comment on the Agreement while preserving the substantial benefits to the City of adopting the Agreement at the October 7, 2026, meeting; and

WHEREAS, after considering any additional comments by the public and Council members, City Council confirms its adoption of the Agreement and reiterates that adoption of the Agreement serves the best interest of the City, its employees, and the public.

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Cordova, Alaska hereby confirms its adoption of the 2027 Collective Bargaining Agreement and Resolution 10-26-27 approving that agreement.

PASSED AND APPROVED THIS 21st DAY OF OCTOBER 2026.

Kristin Smith, Mayor

Attest:

Susan Bourgeois, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-26-27**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF CORDOVA AND THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL UNION #1547.**

WHEREAS, the current collective bargaining agreement was approved on January 1, 2024, and is effective through December 31, 2026; and

WHEREAS, the recent negotiations through mutual good faith bargaining resulted in a three (3) year contract to continue in full force and effect from January 1, 2027, through midnight, December 31, 2029; and

WHEREAS, the purposes of this Agreement are to set forth herein agreed-upon wages, hours, and other terms and conditions of employment as established during the 2026 negotiations; and

WHEREAS, the intent of the Agreement is also to improve the efficiency of City government, to encourage and maintain merit principles among City employees, and to encourage a spirit of helpful cooperation between the City and its employees and the local Union #1547 of the IBEW to their mutual benefit.

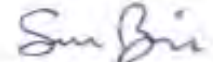
NOW, THEREFORE BE IT RESOLVED that the Council of the City of Cordova, Alaska hereby approves the 2027 Collective Bargaining Agreement, as presented.

PASSED AND APPROVED THIS 7th DAY OF OCTOBER 2026.





Kristin Smith, Mayor

ATTEST: 

Susan Bourgeois, CMC, City Clerk

ARTICLE 2 – DEFINITIONS

Exempt Employee. A salaried worker who receives a fixed salary rather than an hourly wage and is exempt from minimum wage and overtime pay protections under the Fair Labor Standards Act (FLSA). Exempt employees are not covered by this agreement.

TA'd

IBEW JA

Date/Time: 8/31/26

COC

Date/Time: 8/20/26

IBEW Proposal: #1 8.1.3 Temporary Employee

Date & Time: 8/10/2026

Sec. 8.1.3 Temporary Employee

A temporary employee is hired for a temporary appointment which is a position with a duration of up to six (6) months or that does not exceed 1,040 hours of employment in a calendar year. Temporary employees are not covered by this Agreement.

TA'd

IBEW JA

Date/Time: 8/20/26

COC 

Date/Time: 8/31/26

Date & Time: 8/10/2026

Section 9.2. Temporary Appointments

Temporary ~~appointments~~employees may be ~~made~~appointed as deemed necessary by the City. Temporary appointments are for short term periods, not to exceed one thousand forty (1,040) hours ~~of employment~~ in a ~~calendar year. any twelve (12) consecutive month period of time.~~ A temporary employee working a temporary appointment shall not work more than eight (8) hours in a day or forty (40) hours in a week unless overtime hours have been offered to regular employees. A temporary appointment shall be for a specific length of time with the ending date of the appointment to be recorded in the employee's personnel file on the date of hire. A temporary employee may, at the discretion of the City, be transferred to probationary status in accordance with "Section 8.1.4 Classification Transfer – Temporary Employee." In accordance with "Section 8.1.3 Temporary Employee," temporary employees are not covered by this Agreement.

TA'd

IBEW JA

Date/Time: 8/20/26

COC 

Date/Time: 8/31/26

Date & Time: 7/28/2026

Section 11.4. Joint Safety Committee

- A. A Joint Safety Committee, composed of equal representatives from the City and the employees, shall be created to ~~inspect all tools and equipment, review safety programs and training, and enforce safety practices.~~ The City Manager, or their designee, will provide input and resources to the Joint Safety Committee and will be responsible for facilitating regular meetings of the Committee.
- B. Any rolling stock may be red tagged if at least one (1) designated City representative and designated Union representative agree the equipment is dangerous for immediate use and requires repair prior to any further use.
- C. All job accidents, safety violation certifications or other unsafe work practices shall be reported to the Joint Safety Committee which will take appropriate remedial action such as requiring Safety Awareness training classes or other action.
- D. There shall be periodic meetings held not less than three (3) hours per quarter for administration of training, safety instruction, or first-aid familiarization, and all employees shall be required to participate. If a safety meeting has to be rescheduled due to operational requirements, it shall be scheduled to guarantee the employees meet the minimum quarterly training.

TA'd

IBEW

Date/Time: 7/28/26

COC

Date/Time: 7/28/26



City of Cordova/IBEW - 2026 Negotiations

City of Cordova Proposal

Date: 7/28/26

Time: 4:44 pm

Section 12.4. Performance Evaluations

The rating officer shall be the employee's Direct Exempt Supervisor Department Head. The rating officer shall be responsible for completing a performance evaluation report at the time prescribed for each employee under his/her supervision. Performance evaluations are subject to review by the Department Head and the City Manager.

TA
7/29/26 8:30 AM
JA


7/29/26



Section 12.8. Distribution of Reports

Upon completion of department review, the ~~City Department Head~~ shall furnish the employee with a copy of the performance evaluation report. The original shall be filed in the employee's central personnel file.

T.A.

7/29/26

8:30 AM

J.A.

7/29/26

IBEW Proposal: #1 13.1 Discipline

Date & Time: 7/28/2026

Section 13.1. Discipline

The City may discipline and/or discharge employees for just cause. Bargaining unit employees may have a shop steward present at disciplinary or investigatory meetings where the employee has been informed or has reason to believe that disciplinary action could result. The employee is required to notify the employer of his/her request to have a shop steward present. Whenever an employee receives progressive discipline of any nature from the supervisor, the employee may elect to respond in writing. A copy of the Employer's action and the employee's written response will be placed in the employee's personnel file. The employer will notify the union when any progressive discipline steps are taken against an employee.

TA'd

IBEW

Date/Time:

SA
7/28/26

COC

Date/Time:

[Signature]
7/28/26



City of Cordova/IBEW - 2026 Negotiations
City of Cordova Proposal

Date: _____

Time: _____

Article 2 Definitions

Part-Time Employee. Employees who are employed in positions where the work involved will total less than thirty (30) hours per week on a continuous basis. Part-time employees scheduled to work ~~twenty-five~~ (2015) hours but less than thirty (30) hours a week are entitled to the benefits available to regular full-time employees. Benefits which are related to hours worked, such as annual leave, holiday pay, and similar benefits accrue on a prorated basis of actual hours worked to regular hours, defined at a rate of forty (40) hours per week.

TA'd

IBEW JA

Date/Time: 9/22/2026

401777\337\2258915

COC [Signature]

Date/Time: 9/28/26

Date & Time: 9/9/2026

Section 6.4. Video Security Cameras

The City has the right to install video security cameras on City premises and in office facilities for the express purpose of employee, public, and building security as well as dissuading theft. Video cameras may be installed in locations as required for the purpose of providing video coverage of point of entries at City premises. All cameras will be positioned to provide the maximum coverage of doors and hallways with the fewest number of cameras possible and will not be specifically pointed at any represented employee's workstations.

There shall be no audio recordings associated with any videos taken, and videos must be purged every thirty (30) days, unless there is an event that requires images to be retained for a longer period of time. **This paragraph specifically does not apply to video or audio recordings made in the public safety building or by the Department of Safety employees in official duties.**

All cameras, either City controlled video security cameras or cameras owned by other entities (i.e., State of Alaska), will not be monitored for employee misconduct and will not be used as a substitute for time clocks. However, this provision does not prevent the use and review of captured video in investigations of property damage, harassment, theft (i.e., burglary and property theft, not "theft of time") or workplace violence. In any investigation involving bargaining unit employees covered under the parties' collective bargaining agreement, a shop steward will be present during the initial review of any recordings with the employee.

TA'd

IBEW JA

Date/Time: 9/22/2026

COC

Date/Time: 9/28/26



Date: _____

Time: _____

Sec. 9.1.1 Promoted Evaluation Period

Section 9.1.1 Promoted Evaluation Period

All promoted employees, with the exception of Police Officer Candidates, are subject to an evaluation period of ~~three(3)~~ ~~six(6)~~ months from the date of promotion to afford the City and the employee the opportunity to determine if the employee can satisfactorily perform the job.

TA'd

IBEW JA

Date/Time: 9/22/2026
4017773372258923

COC [Signature]

Date/Time: 9/28/26

IBEW Proposal: #5 15.1 Pay Rates

Date & Time: 9/22/2026

Section 15.1. Pay Rates

~~The pay rates listed in "Appendix B—Wage Appendix" for all classifications reflected in "Appendix A—Classification Groups" shall become effective January 1, 2024.~~

Effective January 1, 2027 there shall be an increase in the overall wage rate of three point seven percent (3.7%). "Appendix B- Wage Appendix" will be updated to reflect the increase.

Effective January 1, 202~~8~~⁵ there shall be an increase in the overall wage rate equal to one hundred percent (100%) of the Anchorage CPI-U (BLS) plus one percent (1%), with a minimum of ~~onezero~~ percent (~~0~~¹%) and a maximum of five percent (5%), as measured from January 1, 202~~6~~³ to December 31, 202~~6~~³ and "Appendix B – Wage Appendix" will be updated to reflect the increase.

Effective January 1, 202~~9~~⁶ there shall be an increase in the overall wage rate equal to one hundred percent (100%) of the Anchorage CPI-U (BLS) plus one percent (1%), with a minimum of ~~onezero~~ percent (~~10~~¹%) and a maximum of five percent (5%), as measured from January 1, 202~~7~~⁴ to December 31, 202~~7~~⁴ and "Appendix B – Wage Appendix" will be updated to reflect the increase.

TA'd

IBEW JA

Date/Time: 9/22/2026

COC 

Date/Time: 9/28/26



Section 16.4.3 On-Call Duty

If operational needs require on-call duty, the City will first seek volunteers. If there are no volunteers, the City may assign on-call duty. If on-call duty is assigned by the employer, it will be assigned equally among the employees in that department. Employees on on-call duty shall be compensated at the rate of ~~two~~four~~five~~ dollars (\$~~24~~45.00) per hour except that Police Officers and Firefighter/EMT first responders shall receive five dollars (\$5.00) per hour for on-call duty. On-call duty shall not be considered hours worked for purposes of computation of overtime and no shift differential will be included in on-call pay. On-call time will not replace the regular hours in an employee's schedule.

TA'd

IBEW JA

Date/Time: 9/22/2026

401777\337\2258918

COC 

Date/Time: 9/28/26

IBEW Proposal: #1 17.2 Insurance and Medical Benefits

Date & Time: 9/4/2026

Section 17.2. Insurance and Medical Benefits

~~All full-time and part-time employees covered by this Agreement will be offered enrollment in the City's health and life insurance program. Each eligible employee who chooses to participate, with his or her spouse and dependent children under age twenty-six (26), shall be covered by the group policy in accordance with the terms of the policy. The City will not duplicate medical insurance where an employee's spouse is employed and covered under the Cordova Community Hospital's program. All benefits, limitations, exclusions and other coverage provisions will be subject to the terms and conditions of the Health Insurance Contract that is in effect and issued to the City of Cordova. Benefits, limitations, exclusions and other coverage provisions are provided to the employee in the Health Insurance booklet. When a full-time or part-time employee is on leave without pay for longer than ten (10) consecutive working days as authorized in "Section 18.14. Administrative Leave Without Pay," the employee is responsible for payment of all health and life insurance premiums. The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1984 and all pertinent amendments thereto govern the rights of employees to health insurance after termination of employment.~~

During the term of this Agreement, the Employer shall pay into the Alaska Electrical Health and Welfare Trust Fund to provide for health insurance for every employee covered by this Agreement who was compensated for eighty (80) hours or more in the previous month, said payment to be made on or before the 15th day of each month. Effective at the signing of this agreement:

- (a) The employer will pay ninety-five percent (95%) of the premium and the employee shall pay five percent (5%).
- (b) There will be a cumulative cap of \$150 per month for employees that will apply during the term of this agreement.
- (c) The benefits provided under this section are those currently provided by the Alaska Electrical Health and Welfare Trust Fund plan 500.

TA'd

IBEW JA

Date/Time: 9/22/2026

COC 

Date/Time: 9/28/26

IBEW Proposal: #1 17.2.1 Co-pay

Date & Time: 9/4/2026

Sec. 17.2.1 — Premium Co-payments

~~Following the ratification of this agreement and for the duration of this agreement, the City agrees to pay 75% of the charged premium for the following plans: to freeze all bargaining unit premium co-payments at the following rate:~~

~~Monthly~~

~~Coverage~~	~~Contribution of Employee~~
~~Employee~~	~~\$ 122.78~~
~~Employee/Spouse~~	~~\$ 275.57~~
~~Employee/Child(ren)~~	~~\$ 219.26~~
~~Family~~	~~\$ 371.74~~

~~In the event the City's health plan has an annual premium increase in a percentage exceeding 20%, the City will provide written notice to the Union, and the parties will meet to negotiate any changes within 60 calendar days.~~

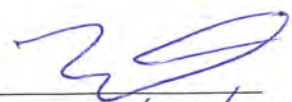
TA'd

IBEW JA

Date/Time: 9/22/2026

COC

Date/Time:


9/28/26

IBEW Proposal: #2 17.4 Joint Health Care committee

Date & Time: 9/4/2026

Section 17.4. Joint Health Care Committee

~~The City and Union recognize that there have been and likely will continue to be major changes which affect health care coverage for City employees. In the spirit of cooperation and in an effort to effectively deal with rapidly changing insurance issues, it is agreed that the City and Union will utilize a joint health care committee comprised of the City Manager, two (2) individuals designated by the City, the IBEW Business Representative and two (2) individuals designated by the Union to address insurance issues. This committee will meet on a semi-annual basis. The committee has no authority to bind the City or the Union. The committee will make recommendations regarding what the committee believes to be effective measures to deal with health care issues as well as to give input on material modifications to the Plan.~~

TA'd

IBEW JA

Date/Time: 9/22/2026

COC 

Date/Time: 9/28/26

IBEW Proposal: #1 18.26 Sick Leave Bank

Date & Time: 7/29/2026

Section 18.26. Sick Leave Bank

An employee may voluntarily donate unused sick leave or annual leave he or she has accrued to another City employee who is seriously ill or injured and has exhausted all of his or her annual and sick leave and is under the care of a physician. The City manager must approve the use of such leave. Donations of such leave do not cause or result in any transfer of money. Should an employee with a higher wage donate to an employee with a lower wage, there is no money or benefit left over. Such leave donations are one-for-one in hours of sick leave. One (1) hour of time from a donor equals one (1) hour of time for the recipient, with no remainder or excess balance.

TA'd

IBEW JA

Date/Time: 9/22/2026

COC 

Date/Time: 9/28/26



City of Cordova/IBEW - 2026 Negotiations
City of Cordova Proposal

Date: _____

Time: _____

Effective January 1, 2027, two additional steps will be added to Appendix B, Levels 11 and 12, each at a 2% increase over the previous level. The new steps will apply to all represented employees but will not be retroactive. Employees currently at Level 10 will advance to Level 11 on their first anniversary date under the new agreement unless they have been at level 10 for more than 12 months in which case they will move to level 11 on the first day of the new agreement.

TA'd

IBEW JA

Date/Time: 9/22/2026

COC


Date/Time: 9/28/26



Section 16.5. Recognized City Holidays

The following dates shall be recognized as holidays with pay for all employees in regular full-time and regular part-time positions who are in pay status the day before and the day following such days:

New Year's Day (January 1)
Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)
Seward's Day (last Monday in March)
Memorial Day (last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (1st Monday in September)
Alaska Day (October 18)
Veteran's Day (November 11)
Thanksgiving Day (4th Thursday in November) and the day after
Christmas Eve (December 24)
Christmas Day (December 25th)

Employee's Birthday *

* An employee's birthday shall be observed on a workday mutually agreed to by the employee and their supervisor within the month in which the birthday falls.

With consent of the employee and approval of the supervisor or manager, an alternate day to the recognized holiday may be designated within the same pay period. This shall not result in an employee receiving duplicate holidays, nor can an employee be required to change when a holiday is observed.

TA'd

IBEW _____

Date/Time: _____

COC _____

Date/Time: _____

CITY OF CORDOVA



Samantha Greenwood
City manager

Staff

- Planning meeting with Chief Hayden and Dispatch Supervisor Brian Wildrick, E911
- Attend AML office hours
- Working with Samantha on fee schedule memo
- Lots of meetings with Sheryl to develop and review budgets, revenue #s, and work session memos.
- Met with staff to review Enterprise funds; budgets will be on the 10/28 Work Session
- Chamber MOU meeting 10/23.

On Going

Staff weekly or monthly meetings

- Staff weekly or monthly meetings
- Weekly meeting with Arctic IT
- Weekly meeting with HR and the Finance Director on union negotiations
- Weekly meeting with HR to update/develop City Policies and annual training
- Meeting with the School District Superintendent every other week to check in and work on the HS CIP project. Continue to cipher through the DEED grant application.

Policy priorities and progress with HR

- o Remote Work Policy -in progress
- o Finalizing Evaluation Policy and updating evaluation forms - Reviewed
- o Reviewed and sent out updated reasonable suspicion documentation for supervisors (completed)



VOLUNTEERS NEEDED

Mayor Smith & The Cordova City Council

want you on a City Board or Commission!

Serve the community you love in an important way by applying for a seat on the Harbor Commission, Library Board, Planning Commission, Parks & Recreation Commission or Historic Preservation Commission.

seats will be expiring at the end of November 2026 and Council will be making appointments in December 2026, applications are accepted continuously

Applications are available on the City of Cordova website or request one from the City Clerk
cityclerk@cityofcordova.net 907-424-6248



Cordova Police Department

Phone: (907) 424-6100
Fax (907) 424-6120
chayden@cordovapdak.gov
610 Railroad Ave Cordova, Alaska 99574

October 12, 2026

From: C. Hayden- Chief of Police

To: Mayor and City Council

Via: Samantha Greenwood

Subject: 3rd Quarter 2026 Report

Date: 10/12/2026

PERSONNEL:

On August 22nd, Officer McMicken was promoted to the rank of Sergeant. He continues to excel in the new position.

With McMicken's promotion, the Department now has 2 open positions that garner little-to-no interest. All interested applicants have been sent denial letters due to lack of experience.

CPD currently only has enough Professional Development Monies to send one officer to an academy per year. Currently, only recertification training is authorized until FY27 professional development GL allocation can be ascertained, due to a lack of training funds and associated cost of the upcoming CTC Law Enforcement Training Academy for Officer Heineman.

PATROL:

The Cordova Police Department responded to a total of 406 calls for service during the 3rd quarter of 2026. From these calls, 14 arrests were made with zero remands, for a total of 33.5-man hours in the jail.

DISPATCH:

Dispatch continues to work 8-hour shifts without much disruption. One dispatcher continues to work a 4-10's schedule. All dispatchers are currently working with outdated equipment due to funding. With this said, CPD continues to look for innovative ways to make our dollar go further.

Calls Taken by Dispatchers

Brian-185
Devena-220



Ethan-319
Noah-178
Danielle-262

Cordova Police Department

Phone: (907) 424-6100
Fax (907) 424-6120
chayden@cordovapdak.gov
610 Railroad Ave Cordova, Alaska 99574

October 12, 2026

Calls for Service Generated 1,164

JAIL

The Cordova Municipal Jail housed 14 people with zero remands which accounted for 33.5- man hours in the jail facility.

TRAINING

As of 3rd Quarter 2026, Officer Heineman's scheduled academy has been cancelled for the second time. The Alaska Police Standards Council is working with the University of Alaska Fairbanks in implementing a spring academy, which Heineman will attend.

Sergeant McMicken has completed his recertification as CPD's Armorer in M16/AR15 Rifle and Glock Handgun.

Officer Reece has completed his recertification as CPD's Datamaster Supervisor for the purposes of DUI processing.

CPD Officers and Dispatcher Supervisor Wildrick completed AXON Taser-10 Certification and Instructor Course. CPD now has 5 certified instructors for the Taser-10 implementation and training for all department personnel.

DMV

The Department of Motor Vehicles has been consistently open for business and continues to have walk-ins daily.

PROJECTS

With the help of our local Church of Jesus Christ of Latter-Day Saints (LDS Church) CPD has been able to complete the painting of CPD's Booking Room, thus almost completing our years-long project of giving the Public Safety Building an interior face-lift. CPD is currently in the process of Re-Located the Temporary Evidence room to allow a cleaner flow of evidence transfer and retainment.



Cordova Police Department

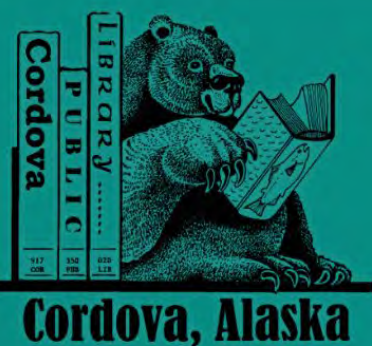
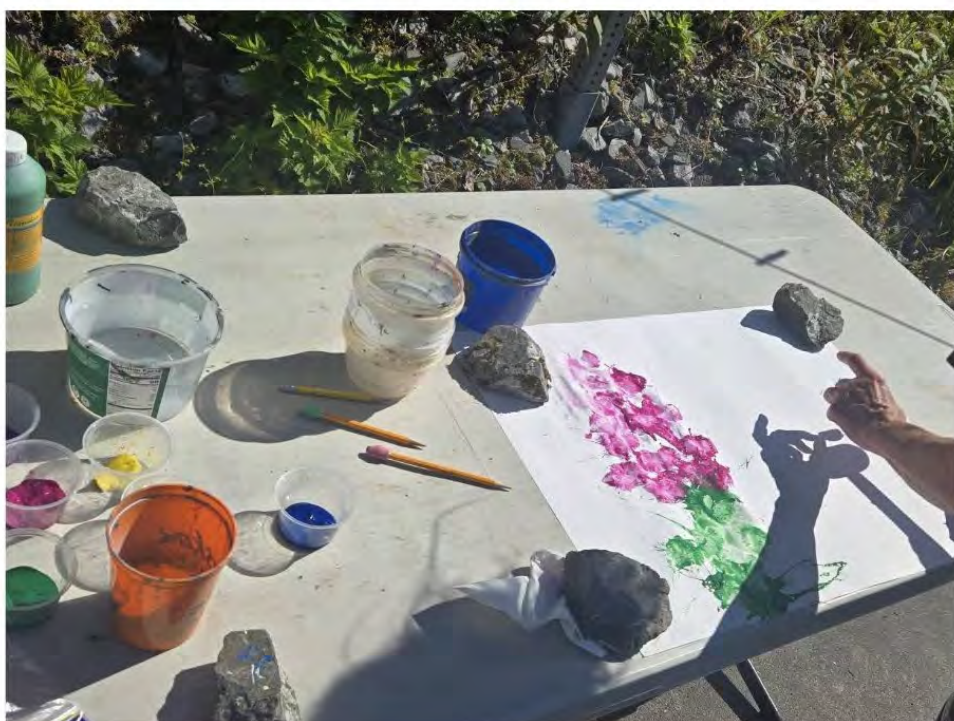
Phone: (907) 424-6100
Fax (907) 424-6120
chayden@cordovapdak.gov
610 Railroad Ave Cordova, Alaska 99574

October 12, 2026

Public Safety
Calls Responded to 3rd QTR -1,164

FIRE 45 Calls
EMS 62 Calls
FOREST SERVICE 6 calls
AWT 8 calls

3rd Quarter 2026 Report



Quarter 3 Stats

Qt3	Patrons	Circulation	ILL Loans	Youth Program	Adult Program	Family Program
July	1674	1249	7	113	6	0
Aug	1212	1247	10	42	7	0
Sept	1002	930	7	106	2	43
Totals	3888	3426	24	261	15	43
5 Year Average	4419	3265	45	282	76	91

Qt3	In person Program	Virtual Attendance	Reference Questions	Digital Reference Question	Computer Usage	Libby- AK Digital
July	119	0	103	44	322*	394
Aug	49	0	56	34	345	390
Sept	151	0	99	42	183	373
Totals	319	0	258	120	850	1157
5 Year Average	271	131	380	188	684	973

*2 computers of the 6 are broken

Youth Programs- Storytime, After School Art, Summer Reading

Family Programs- FOL Movies

Adult Programs- Fireside Reading, Genre Reading

Storytime

Ashley Bivin & Eowyn Gordon (sub only)

145 attendees (average of 10)

FOL Movie: Ferngully

Paula Payne + FOL

September 20th- For Fungus Fest

43 attendees

Saturday Matinees

Susan Roesbery

Started in September- no attendees

Genre Book Club

Eowyn Gordon

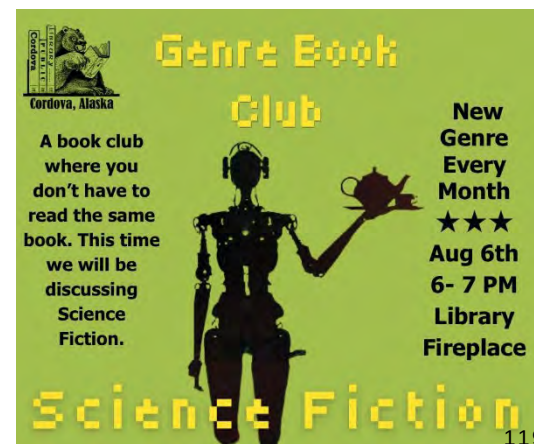
8 attendees

Fireside Reading

Eowyn Gordon

3 attendees

(only one event had attendance this quarter)



Quarter 3- 2026- Library Board Report

After School Art

Paula Payne, Ashley Bivin, & Sonja

51 attendees (average of 17)

We are no longer doing Advanced After School Art

Summer Reading Total

Q2+Q3

All Staff

Activities: 139 attendees (17 average attendees)

Adults: 2150 Hours

Children: 1859 hours

Total: 4009 hours

2025 Total: 1915 hours



NORTH STAR THEATRE

Sunday, September 20th, 5:00 PM



2026 Weeding Report

- This year we weeded 2,114 books and DVDs from our collection
- 39% of the books weeded were originally donations
- 19% of the books weeded had never circulated (with the caveat that all circulations from before 2000 are not represented)
- The sections we weeded the heaviest were Easy Fiction and Easy Nonfiction- two sections we had identified as overstuffed.
- We weeded 59.4% of these books because of 'Infrequent Circulation' and 35.4% for 'Poor Condition/Damage'
- The average acquisition date of these weeded books was between 2003-2008. All books acquired before 2000 have no actual acquisition date, so the floor (2003) was found by using the publication date in those cases.
- The average year published of these books was 1993
- Our average 'Date Last Read' was somewhere between Dec 2017- Jan 2022. The range is due to the large amount of books with no recorded circulation

CORDOVA HISTORICAL MUSEUM QUARTER 3, 2026 REPORT

Visitor Demographics



2371

Number of Guest



2656

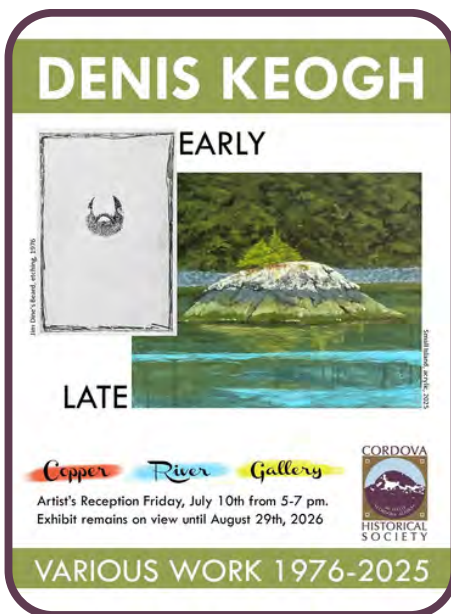
Number of Guest Last Year

Alaska: Cordova, Seward, Fairbanks, Wasilla, Glennallen, Valdez, Petersburg, Big Lake, Palmer, Anchorage, Delta Junction, , Girdwood, Sterling, Eagle River,

US: Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nebraska, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, DC, Wisconsin

Global: France, Germany, England,

Copper River Gallery



Jul-Aug

Denis Keogh Early and Late
Opening: Jul 10th



Sep

Kingdoms of Life
Opening: Sep 4th



Pop up

Photo ID event
Sept 28th

Upcoming Exhibits For 3rd Quarter

- Octs- Spooky Art
- Nov- Cherrywood Fabric Quilt Show- Abyss
- Dec- Holiday Art Show

GRANTS AND EXHIBITS

- Alaska State Museum Grant-in-Aid
 - Awarded funding in September for a digital exhibit of Ed Bilderback narrating a 1940's seine set
- Applied for the Cordova Community Foundation's competitive grant
 - If awarded, funds will be used to upgrade CHS's digital scanner to a high-resolution archival photo scanner capable of scanning at a minimum of 1200 DPI with 48-bit color depth and support TIFF, PDF, JPEG, and PNG formats



POLICIES & PROCEEDURES

- Created a Digital Development Plan as a long-term strategic initiative to strengthen digital infrastructure and permanent digital exhibits.
- Created a Digital Backup Strategic plan to support the photo and av collection
- Created a Collections Access Policy and updated requests for information

CONTINUING EDUCATION

- American Association for State and Local History (AASLH) Museum Education and Outreach-in progress
 - Course will complete professional certification for AASLH's Small Museum Pro

REPATRIATIONS

- Sacred object as described under the Native American Graves and Reparations Act (NAGPRA) identified in collections, consultations conducted with the two federally recognized Tribes eligible for repatriation.

Directors Report:

Policy Review and Updates

- Library Collection Development Policy- Review in Process
- Updating Strategic Planning for Museum and Library

Grants

- State Report Turned in Aug 23rd for PLA grant.
- Attended Cordova Community Foundation Meeting for Grant Cycle
- America250 \$500 grant – Programming

Programming:

Museum Events Managed

- Walking/Museum Tours in the Summer of 2026
 - July 20th Uncruise
 - Aug 16th Uncruise
 - Sept 23rd – Outdoor Confluence
 - Oct 1st – Rural Cap

Library Events Managed

- Summer Reading Program - Growing with Reading.
 - o Community partners
 - PWSSC
 - Community Garden
 - The Parks and Rec Department.
 - o Weekly Programming from June 3rd to July 29th
- Eowyn and Ashley met with Follett- Title Wave to establish a new vendor relationship.
- Storytime
- Fire Department Testing
- Author Event Oct 1

Administration

Future closed Days

- Alaska Day- Oct 20th
- Veterans Day- Nov 11th
- Thanksgiving- Nov 26 and 27th

Cordova Center Event Management

- Dan Sullivan and Admiral Lunday – Aug 12th
- Fungus Fest, CTC – Sept 14th- 20th

Continuing Education

- Attended the IMLS 250 Library Convening: Telling America's Story- Scholarship provided.
- Accepted for the Library Supervision and Management Course with the InfoPeople organization starting Oct 20th. – Scholarship provided



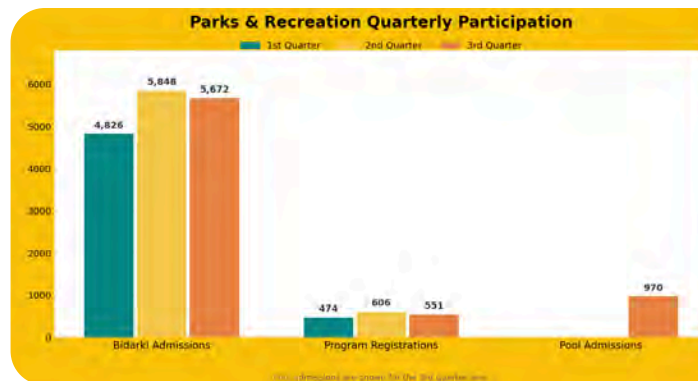
CITY OF CORDOVA PARKS & RECREATION 3RD QUARTER REPORT

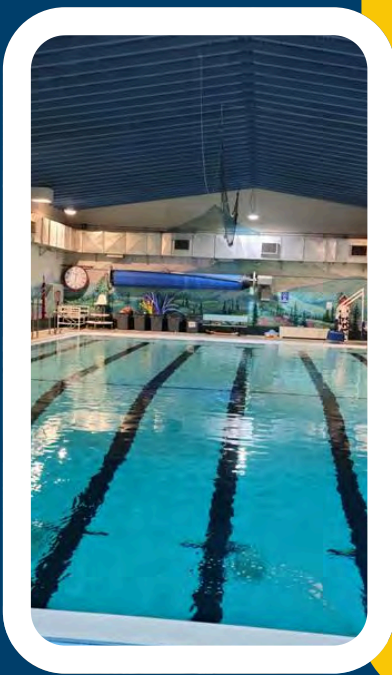
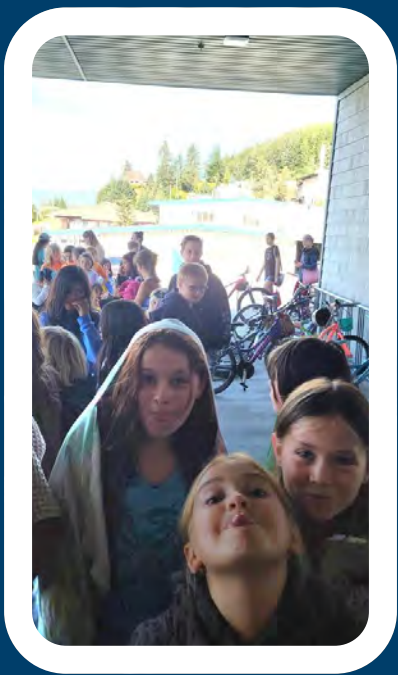
The third quarter has been a time of exciting milestones for Parks & Recreation, highlighted by the reopening of the Bob Korn Memorial Swimming Pool, thriving programs, and strong community partnerships. Despite ongoing challenges, we continue moving forward with dedication, teamwork, and a commitment to keeping recreation at the heart of Cordova.



Total Bidarki & Pool Admissions - 6642

Total Program Sign-Ups - 551





CORDOVA PARKS & RECREATION YOUTH INDOOR SOCCER

Join our co-ed soccer league for ages 6-13, featuring separate age groups. Practices and games occur at Bidarki on Wednesdays. All skill levels are welcome, with coaches focusing on teamwork, sportsmanship, and fundamentals. Parents can cheer as kids develop skills, make friends, and enjoy staying active!

Ages 6-8
4:10 - 5:15 PM
Ages 9-13
5:20 - 6:30 PM
Days: Wednesdays
Dates: October 28 - November 25

Note: The last games will be the Wednesday before Thanksgiving (11/25).

SCAN ME



Bidarki Rec Center
193 Council Ave, Cordova, AK 99574
(907) 424-7282
recreation@cityofcordova.net

Fee:
\$40/child
REGISTRATION REQUIRED



AFTER SCHOOL AT THE POOL

\$5

Join the Parks & Recreation staff for supervised after-school activities at the pool! Please note that there will be no transportation provided from Friday and these are separate programs. (Not on school or city holidays)

STARTING OCTOBER 2ND

FRIDAYS 3:30-5:00PM

GRADES K-6

Bob Korn Memorial Swimming Pool



CHEER CAMP

Join us for Cheer Camp to practice cheerleading techniques, acrobatics, and teamwork with the Cordova High School Cheerleaders and Coaches. Improve your skills and experience the excitement, with a chance to perform during the high school basketball season!



NOV 02 - NOV 04 \$30/CHILD
4:15P - 5:30P
Bidarki Rec. Center Gym
Ages 7-12



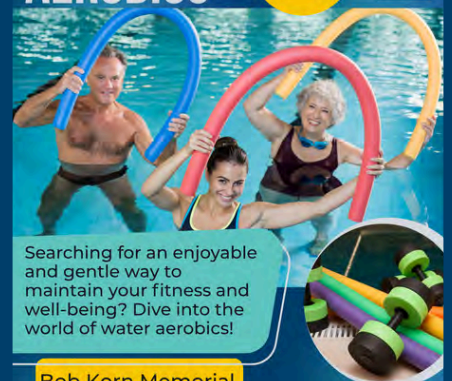
For More Information Call
Bidarki (907) 424-7282

REGISTER HERE



WATER AEROBICS

Drop-In
OR
Free w/
membership



Searching for an enjoyable and gentle way to maintain your fitness and well-being? Dive into the world of water aerobics!

Bob Korn Memorial Swimming Pool
Wednesdays 10a-11a
Starting October 7th

Bob Korn Memorial Swimming Pool
610 Railroad Ave, Cordova, AK 99574
(907) 424-7282
recreation@cityofcordova.net
www.cityofcordova.net/pool

PARKS AND RECREATION DEPARTMENT

Third Quarter Director's Report | July–September 2026 | City of Cordova, Alaska

Department Overview

The third quarter was a season of important milestones, strong participation, and extensive work behind the scenes. We reopened the Bob Korn Memorial Swimming Pool, delivered youth and adult recreation opportunities, cared for parks and seasonal facilities, assisted other community organizations, and prepared outdoor infrastructure for winter. These accomplishments reflect the commitment of staff, volunteers, partner organizations, and other city departments.

This quarter has given us so much to celebrate, and I am incredibly proud of what our department has accomplished. As we begin discussions for the FY27 budget, I also believe it is important to recognize the challenges we continue to face. With fewer staff and limited resources, we have had to make difficult decisions to reduce facility hours, scale back programs, and adjust the level of services we provide. Despite these challenges, our team continues to work hard to keep facilities operating, offer recreation opportunities, and support the many community organizations that depend on us. While our staffing and resources have decreased, the responsibilities of our department have not. As we look toward the coming year, I hope we can celebrate how far we have come while also having thoughtful, realistic conversations about what it will take to continue providing the services our community values and deserves.

THIRD QUARTER HIGHLIGHTS

Swimming pool reopening and aquatic programming

The Bob Korn Memorial Swimming Pool reopened with a community celebration on September 12 following an extended closure and major repairs. Work to restore the facility involved repairs to the deep-end structure and liner, circulation and plumbing checks, water filling, and recommissioning of pool systems. The reopening depended on coordination among City maintenance staff, contractors, aquatic personnel, and community partners.

The pool is again an important resource for Mount Eccles school swimming, the Wolverines Swim Team, lap swimming, recreational swimming, Tot Time, and water aerobics. The School Swim Program support is especially important to the pool's longstanding youth-serving purpose. Providing these activities requires trained lifeguards, water chemistry management, opening and closing checks, cleaning, mechanical monitoring, and ongoing utilities and chemical costs.

The current pool schedule reflects available staffing and funding. Weekend operations and birthday party rentals have not returned as regular offerings. Our two lifeguard requirements remain in place to protect swimmers, staff, and the City. A full explanation of this safety decision is included in Common Questions at the end of this report.

Recreation programs, participation, and volunteers

Approximately 120 children are participating in our basketball program, which is an encouraging sign of how important accessible youth activities are in Cordova. The Gutbuster race drew 55 participants in August. It's a fun race that we hope we can continue to grow for years to come. Dance classes, adult volleyball, adult basketball, pickleball, Active Older Adults programming, and other recreation opportunities are helping residents of different ages stay connected and active. Our updated Activity Guide is available online and in print, improving visibility of programs and registration opportunities.

Maintenance and seasonal transition

Our maintenance team worked across parks, athletic fields, playgrounds, public bathrooms, Odiak Campground, and other public spaces during the summer. One particularly welcome project was reinstalling the damaged fish cleaning station in time for the silver salmon season. Staff also supported cemetery-related work this year, in addition to their regular recreation responsibilities.

Both the Bob Korn Memorial Swimming Pool and Bidarki Recreation Center have experienced ongoing boiler issues. We continue to navigate these challenges with our maintenance staff and Caliber Mechanical to keep the facilities operating as reliably as possible. Over the summer, the fuel tank at Bidarki also failed. Thankfully, the failure resulted in very little fuel loss, which was an incredibly fortunate outcome given the potential for a much larger spill. A temporary tank was brought in from the shop until a new double-walled tank could be installed. This was a significant undertaking that required coordination across multiple departments. A sincere thank you to everyone involved in the replacement, including the Cordova Volunteer Fire Department, our Parks and Recreation staff, Streets, and Facilities Maintenance. Their teamwork helped us address the issue and restore a more reliable fuel system for the facility.

Trails Committee and Mount Eyak Trail

Our Parks and Recreation Trails Committee has been doing some incredible work on the Mount Eyak Trail this quarter! The committee organized volunteer workdays that were very well attended, bringing community members together to help care for and improve one of Cordova's most beautiful trails. The Mount Eyak Trail is one of the many outdoor recreation areas cared for by our Parks and Recreation Department, and it has been wonderful to see the community come together to support its upkeep and improvement. Thanks to the hard work and dedication of our volunteers, the trail is looking fantastic! We were also fortunate to dedicate a weekend of our Parks and Recreation maintenance staff's time to work alongside volunteers and support these efforts. It is exciting to see what can be accomplished when our Trails Committee, community volunteers, and city staff work together toward a shared goal. A huge thank you to everyone who contributed their time and energy. The pride our community takes in caring for these beautiful outdoor spaces is truly something worth celebrating. We encourage you to get outside and take a hike on this trail!

At the end of the season, Parks and Recreation worked to winterize bathrooms and campground systems, and prepare facilities for cold weather. Winter duties include plowing and shoveling at designated facilities and public recreation access points. These responsibilities compete with year round building maintenance, urgent repairs, and preventive work.

Director's regional engagement

This quarter, the Parks and Recreation Director had the opportunity to attend the Prince William Sound Economic Development District's Regional Economic Resilience Conference in Whittier, as well as the Alaska Outdoor Recreation Alliance's Confluence gathering held right here in Cordova. Both events provided valuable opportunities to connect with leaders, organizations, and community partners from across Alaska, share ideas, and discuss the important role recreation plays in economic development and community well-being. These conversations highlighted opportunities for partnerships, funding, and future improvements to our recreational facilities and outdoor spaces. It was especially exciting to see Cordova host the Confluence gathering and showcase the incredible outdoor recreation opportunities our community has to offer. Attending these events helps ensure that Cordova has a voice in regional conversations and that we continue building relationships that can benefit our community for years to come.

Capital projects and future facilities

The Parks and Recreation Master Plan with Corvus Design is examining the long-term future of Bidarki Recreation Center and the Bob Korn Memorial Swimming Pool. Concepts have considered improved shared spaces, more functional circulation and locker-room layouts, fitness and recreation opportunities, and the possibility of better integrated aquatic and recreation facilities. The planning process is intended to guide future priorities and funding conversations; conceptual ideas are not approved construction projects.

The Skaters Cabin replacement is also progressing. Design work is almost done, with attention to accessibility, weather protection, and a functional gathering space for winter recreation. Community fundraising continues with a Cordova Community Foundation matching opportunity. By late September, reported fundraising totaled \$24,406, including \$14,344 toward a \$20,000 match. This is a meaningful example of community investment helping move a long-term project forward.

Support for Other Organizations and Citywide Events

Parks and Recreation provides more than its own programs. Community partners rely on staff time, facility access, maintenance, equipment, planning, and logistics. This support is part of the department's value to Cordova, but it draws from the same limited operating capacity as our core services.

- Cordova Family Resource Center- Girls on the Run: Parks and Recreation employee Taylor Parker supports the program as a coach two days each week.
- Mount Eccles Elementary School: School Swim Program and gym access
- Cordova Wolverines Swim Team: Practice and meets
- Cordova Little League and: field upkeep, facility coordination, and community recreation infrastructure.
- Cordova Chamber- Fourth of July celebration: assistance with grounds, setup, logistics, and cleanup
- Cemetery assistance: maintenance team helped with cemetery work this year beyond regular recreation duties.
- Community races- including the Gutbuster and assistance with Salmon Runs
- Other nonprofits, instructors, and volunteers: facility use, reservations, event coordination, and program support as capacity allows.

FY27 Budget Outlook: Services, Staffing, and Tradeoffs

The department has already reduced operating hours, temporary staffing, programming, maintenance, training, and travel. Several unfilled positions will most likely be carried forward into FY27. If funding and staffing remain at current levels, we will need to consider which services can be sustained.

The most important distinction is between discretionary expansion and essential operations. Some activities can be scheduled less often; others, such as lifeguard coverage, safe water quality, critical repairs, and appropriate facility oversight, cannot simply be reduced without consequences. Safety requirements remain in place regardless of budget.

Examples of potential reductions and their consequences

Service area	Possible adjustment	Likely community effect
Swimming pool	Fewer public swim blocks, limited evening or weekend hours, no rentals, no programs like After School at the Pool	Less access for families and adults; less opportunity to earn program and rental revenue
Bidarki Recreation Center	Fewer staffed hours or instructor led offerings, no rentals, limited programs, no Fun Friday	Less supervised programming and fewer choices for residents
Youth and adult recreation	Smaller program calendar, fewer events or clinics	Reduced opportunities for children, adults, and community connection
Parks and playgrounds	Less frequent grounds work; delayed noncritical repairs and improvements	More visible wear, reduced amenities, and a growing maintenance backlog
Public restrooms	Shorter seasonal openings or reduced cleaning frequency where feasible	Less convenient public access and higher service pressure during busy periods
Athletic fields	Reduced mowing, field preparation, and nonessential improvements	Less consistent field conditions for organized sports
Odiak Campground	Defer utility pedestal replacement and other improvements	Aging infrastructure remains a concern; maintenance needs may grow
Trails and recreation lands	Less clearing, signage, and project coordination	Slower progress on access and improvements
Winter access	Prioritize essential sites and reduce lower priority snow work	More limited access to some public recreation areas
Training and maintenance	Postpone all travel and some preventive work	Reduced staff development and increased risk of future breakdowns, lapsed certifications

These are scenarios for budget discussion, not approved cuts. Any proposed changes would require review of safety obligations, operating costs, available personnel, and community priorities.

Unfilled Positions Carrying Forward into FY27

The following positions will most likely remain unfilled and are carried forward into the upcoming budget discussion. These are ongoing staffing gaps, not new program expansions:

- One full-time Maintenance position
- Part-time temporary Maintenance staff
- One full-time Pool Operations Leader
- One full-time Lifeguard position
- One part-time Lifeguard position

The effect is cumulative. Maintenance staff are covering essential work across buildings, parks, seasonal facilities, and winter operations without the capacity these positions would provide. At the pool, the unfilled leadership and lifeguard positions constrain scheduling, training oversight, operational continuity, and opportunities to restore additional swim hours. Carrying these vacancies forward does not eliminate the underlying workload; it shifts work to the remaining employees, defers necessary tasks, or requires reduced services.

Maintenance capacity and deferred work

Maintenance staffing has been reduced from earlier levels, while the list of facilities and seasonal duties remains broad. Staff are spending more time on urgent repairs, daily operations, and opening and closing facilities. Regular documented playground inspections, fitness equipment servicing, and preventive maintenance are not occurring at the level we want. These needs should be recognized as deferred work, not mistaken for work that is no longer necessary.

A budget line for supplies or repairs does not automatically create time to complete a project. Even when materials are funded, the department may lack staff hours to carry out the work without taking employees away from another facility or service. Likewise, training and travel reductions can save money in the short term but limit the technical knowledge and certifications needed for safe, reliable operations.

Priorities for a sustainable FY27

- Protect required and safety critical functions, including lifeguard coverage and essential facility operations.
- Identify the minimum sustainable hours and seasonal service levels for each facility.
- Track deferred inspections, equipment servicing, and repairs so that risks and future costs remain visible.
- Assess revenue opportunities, fees, grants, fundraising, and partnerships without assuming they can replace core staffing.
- Communicate proposed service reductions and their effects on partner organizations before implementation.

These are not commitments for FY27; they describe the level and variety of services we would like to work toward as capacity improves.

COMMON COMMUNITY QUESTIONS THIS QUARTER

What Facilities, Parks, and Public Spaces Do We Maintain?

Parks and Recreation are responsible for a wide range of public facilities and spaces. The following list provides a picture of the department's responsibilities across Cordova.

Year-round recreation facilities

- Bob Korn Memorial Swimming Pool
- Bidarki Recreation Center

Parks, playgrounds, memorials, and public spaces

- Nettie Hansen Park
- Fisherman's Memorial
- Nirvana Park and Cemetery
- Hollis Henrichs Park (Grassy Field)
- Noel Pallas Children's Memorial Playground (Tot Lot)
- Breakwater Park, Trail, and Veterans Memorial
- Cordova Municipal Park / Sand Lot Baseball Field
- Orca Inlet Recreation Area
- Odiak Camper Park
- Eyak Lake Skaters Cabin site/Floating dock
- Mt. Eyak Recreation Area
- Fleming Spit Recreation Area
- Meals Reservoir Disc Golf Course
- Odiak Boardwalk Trail & Gazebo
- Kayak launch located across from the PWSSC

Public bathrooms and seasonal water facilities

- Hollis Henrichs Park Restrooms
- Nirvana Park Restroom Facilities
- Sand Lot Baseball Field Restrooms
- Snack Shack
- Orca Inlet Multipurpose Field Trailer Bathroom
- Odiak Campground Restrooms
- Fish Cleaning Station
- Skaters Cabin site Restrooms

Athletic fields, outdoor amenities, and winter operations

Field support includes mowing and grounds preparation, addressing safety concerns, maintaining public access, and coordinating use for youth sports and community activities. Park amenities include benches, picnic tables, shelters, covered spaces, and waste receptacles. In winter, the department must shift from mowing and seasonal water systems to snow removal, plowing, shoveling entrances and walkways, and monitoring weather-related access concerns at designated locations.

Why Do We Require Two Lifeguards at the Bob Korn Memorial Swimming Pool?

The City requires a minimum of two qualified lifeguards whenever the Bob Korn Memorial Swimming Pool is open for swimming, including School Swim, swim team, lessons, lap swim, and recreational swim. This is an existing City safety policy. The

purpose of this information is to explain why the policy is important and how it reflects professional lifeguard training and nationally recognized aquatic safety guidance.

How We Make Our Aquatic Safety Decisions

The City of Cordova takes aquatic safety seriously, and the decisions we make at the Bob Korn Memorial Swimming Pool are not made without careful consideration. We mainly rely on three nationally recognized resources to help guide our safety practices and operating procedures.

The American Red Cross provides professional lifeguard training, rescue techniques, water safety instruction, and emergency response standards. The Centers for Disease Control and Prevention (CDC) Model Aquatic Health Code provides science-based public health and safety guidance for aquatic facilities, including lifeguard surveillance, staffing considerations, rotations, and emergency preparedness. USA Swimming, the national governing body for competitive swimming in the United States, provides guidance on swimmer safety, coach training, emergency action plans, and risk management.

Together, these resources help us evaluate our practices, make informed safety decisions, and maintain a consistent approach to protecting our swimmers, staff, and community. While each organization serves a different purpose, their guidance plays an important role in how we operate our pool and establish City safety policies.

Our Longstanding Commitment to American Red Cross Standards

For years, the Bob Korn Memorial Swimming Pool has been an American Red Cross Training Facility, providing valuable lifesaving training and certification opportunities right here in Cordova. Historically, our School Swim Program and water safety instruction have followed American Red Cross guidelines, reflecting our longstanding commitment to teaching swimming and water safety through nationally recognized standards.

This is especially important in our remote community, where access to professional training can be limited and travel can be costly. Through our partnership with the American Red Cross, the City of Cordova has been able to train and certify lifeguards, provide water safety education, and develop lifesaving skills within our community.

To maintain our status as an American Red Cross Training Facility, we are required to uphold their applicable training standards and program requirements. This is a responsibility we take seriously, and one that helps guide how we train our staff, provide instruction, and approach aquatic safety. We are proud of this longstanding relationship and the important role it plays in keeping our swimmers, staff, and community safe.

Dedicated Lifeguard Surveillance and Responsibilities

One of the most important principles of aquatic safety is ensuring that lifeguards can give their full attention to watching the water. While many individuals working in aquatic environments may have lifeguard certifications or additional safety training, being certified is not the same as actively performing lifeguard surveillance.

The American Red Cross states:

“You cannot perform adequate surveillance duties while also coaching a swim team or teaching a swimming lesson.”

The Red Cross also describes “intrusion” as secondary responsibilities interfering with a lifeguard's primary responsibility of patron surveillance.

This distinction is important because aquatic facilities serve many different users and programs, each with its own activities and supervision needs. Instructors, teachers, coaches, and other program leaders provide valuable instruction, guidance, and supervision. However, those responsibilities require their attention and cannot replace the dedicated surveillance provided by an actively assigned lifeguard.

Even when someone holds a current lifeguard certification, they cannot be counted as one of the City's two assigned lifeguards while simultaneously performing another role that prevents them from maintaining continuous surveillance.

The goal is not to limit programming or the involvement of qualified individuals. It is to ensure that everyone has a clear responsibility and that someone is always focused on watching the water. This approach applies consistently to all swimming activities at our facility.

What Happens During an Actual Emergency?

Imagine there are 25 swimmers in the pool and one swimmer suddenly becomes distressed or goes underwater. The lifeguard recognizes the emergency and enters the water to perform a rescue.

At that moment, that lifeguard is focused on the person in distress. The rescuer may need to perform a submerged rescue, support the swimmer, remove them from the pool, assess their condition, provide ventilations or CPR, use an AED, or provide other emergency care.

Who is watching the other 24 swimmers?

A lifeguard actively performing an in-water rescue cannot simultaneously maintain effective surveillance of everyone else in the pool.

With two lifeguards, the emergency becomes a team response. One guard can initiate the rescue while the other maintains awareness of the remaining swimmers and begins the facility's Emergency Action Plan. Depending on the emergency, the second guard may clear the pool, assist with extrication, retrieve emergency equipment, assist with CPR/AED care, communicate with emergency responders, or provide another trained set of hands.

The Red Cross's current lifeguard certification includes a Multiple Rescuer Response assessment in which lifeguards demonstrate rescue, extrication, ventilation, CPR, and AED skills while working with other rescuers. This is how lifeguards are trained: serious aquatic emergencies are team responses.

Lifeguards Need Rotations

In addition to being prepared for emergencies, lifeguards must be able to maintain effective surveillance throughout their shifts.

Lifeguarding is not passive supervision. Effective surveillance requires sustained concentration. Guards continuously scan for subtle signs of distress, submerged swimmers, unsafe behavior, changing conditions, and potential emergencies.

The CDC's Model Aquatic Health Code specifically addresses lifeguard rotations and states that staffing should be arranged so that:

“no QUALIFIED LIFEGUARD conducts PATRON surveillance activities for more than 60 continuous minutes.”

The CDC guidance also calls for maintaining surveillance coverage during lifeguard rotations. It describes options that can include changing surveillance zones or providing at least 10 minutes of non-surveillance activity.

The American Red Cross also evaluates lifeguards on the skill of rotating into surveillance, conducting surveillance, and rotating out.

There is a reason rotations are part of professional lifeguard training. Having one lifeguard remain in the same surveillance assignment for hours at a time is not how professional aquatic surveillance is designed to operate. Two guards allow us to rotate responsibilities while maintaining coverage of the pool.

USA Swimming Guidelines

USA Swimming also recognizes the importance of clearly defined safety responsibilities, proper training, and emergency preparedness.

USA Swimming treats swimmer safety as a shared responsibility requiring training, preparation, and clear roles. It requires registered coaches to maintain Safety Training for Swim Coaches and CPR credentials. Its Safety Training for Swim Coaches program includes in-water rescue skills, which may be demonstrated through an approved lifeguard certification. These requirements help coaches recognize and respond to emergencies; they do not make coaching and dedicated lifeguard surveillance the same job.

USA Swimming's Operational Risk / Safety Manual emphasizes identifying hazards, following the pool facility's safety rules and local lifeguard requirements, and having written emergency action plans that staff understand and practice. Its sample emergency procedures assign tasks such as entering the water to a lifeguard, while others call for help, clear the pool, and assist as directed.

This reflects the importance of trained rescue personnel, coordinated responses, and clear responsibilities during aquatic emergencies. It also reinforces why the City must maintain consistent safety practices for everyone using our facility.

Liability and the City's Responsibility

Beyond professional training and safety guidance, the City also has a responsibility to take reasonable steps to protect the people using its facilities.

When a school group, swim team, or nonprofit uses the pool, coaching and instruction do not transfer all responsibility for facility safety away from the City. Clear roles, qualified staff, emergency plans, and consistent enforcement of established safety practices help reduce preventable risks.

Aquatic safety is also a liability and risk-management responsibility. USA Swimming's operational-risk guidance addresses safety planning and responsibilities between clubs and pool operators. The City must be able to demonstrate that it has reasonable operating procedures, qualified staff, consistent surveillance, and a practiced emergency response.

A coach's safety training, a facility-use agreement, or insurance coverage does not automatically replace the City's responsibilities as pool operator. The consequences of

an incident, and any legal liability, depend on the specific circumstances, applicable law, and insurance or contractual terms.

Our Remote Location Matters

Our location is another important part of responsible risk management. We are fortunate to have excellent local medical professionals and emergency responders. At the same time, Cordova is a remote community.

If a serious aquatic injury requires a higher level of care in Anchorage, transportation involves air travel, coordination, aircraft availability, weather, and additional time. That is a reality many municipal swimming pools in road-connected communities do not have to consider.

This does not mean every pool emergency will require transport outside Cordova. It means that prevention, preparedness, and the quality of the initial emergency response are especially important to us. We must plan for the emergency we hope never occurs.

Why Our Policy Remains Important

All of these considerations bring us back to the purpose of the City's two-lifeguard policy.

The policy is not based simply on having two people in the building. It is about having qualified employees actively performing the job they were trained to perform.

Dedicated lifeguard surveillance, the ability to respond as a team during emergencies, and appropriate rotations are all essential parts of maintaining a safe aquatic environment. These expectations apply to every program and every swimmer who uses our facility.

The CDC's Model Aquatic Health Code addresses continuous coverage, rotations, emergency response, and qualified lifeguard staffing. The American Red Cross trains lifeguards in surveillance, rotations, individual rescue skills, and team emergency response. USA Swimming also emphasizes safety training, emergency preparedness, and clear responsibilities.

Our responsibility is to the children, adults, athletes, families, school groups, and community members who use the Bob Korn Memorial Swimming Pool. When the pool is open, our lifeguards need to be able to focus on their primary responsibility: watching the water, preventing emergencies when possible, and being ready to respond when seconds matter.

We are proud of the aquatic opportunities we provide our community, and we want those opportunities to continue for generations to come. Maintaining our safety standards is an important part of making that possible.

Moving Forward

Again, there is much to celebrate from this quarter: a reopened community pool, approximately 120 children in basketball, a successful Gutbuster race, active recreation programs, dedicated volunteers, repaired seasonal facilities, and important progress on long-range projects. The department continues to show flexibility and commitment despite significant constraints.

Our team has demonstrated what it can accomplish through dedication, partnerships, and creativity. But dedication cannot permanently replace staffing, training, or maintenance capacity. As Council considers FY27, I hope we can celebrate what has been achieved while also being clear about what it takes to maintain safe, reliable recreation services for Cordova. The choices ahead will shape not only our facilities and programs, but also the support we can provide for schools, nonprofits, families, and community events.

Respectfully submitted,

Samantha Hagerthy-Schneider

Director of Parks and Recreation

City of Cordova, Alaska

Phone: 907-424-7282

Sources

- Centers for Disease Control and Prevention (CDC), Model Aquatic Health Code, 5th Edition (2024), lifeguard staffing, surveillance, rotation, and emergency response provisions.
- American Red Cross, Lifeguarding program and professional lifeguarding materials, including surveillance, rotations, multiple-rescuer response, and guidance regarding coaching and teaching while conducting patron surveillance.
- USA Swimming, Coach Safety Requirements.
- USA Swimming, Emergency Action Plans.
- USA Swimming, Operational Risk / Safety Manual



ALASKA PERMANENT CAPITAL MANAGEMENT

Registered Investment Adviser

Cordova Permanent Fund Investment Report

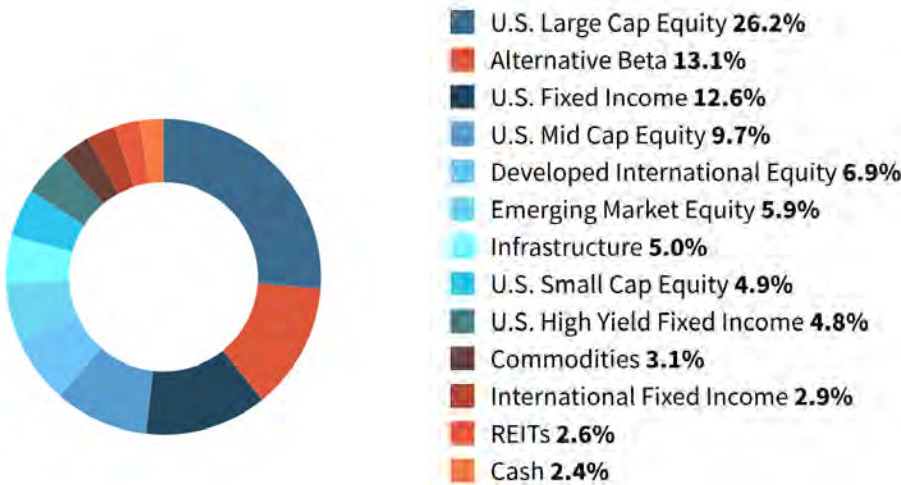
September 2026

Portfolio Overview

BEGINNING VALUE + ACCRUED	\$8,520,928
TRANSFERS IN/ OUT	-\$4,384
REALIZED GAINS/ LOSSES	\$0
CHANGE IN MARKET VALUE	-\$203,216
INTEREST INCOME	\$3,753
DIVIDEND INCOME	\$19,055
ENDING VALUE + ACCRUED	\$8,336,136



Portfolio Composition



Investment Performance



Performance is annualized for periods greater than one year. Inception to date performance begins February 01, 2024.

Past performance is not indicative of future results.

Performance is compared to the portfolio's long-term strategic benchmark. Total account performance includes all assets and cash held in the account. Periods of elevated cash resulting from client-directed liquidity needs may affect performance relative to the benchmark.

Portfolio Summary and Target

	MARKET VALUE (\$)	ASSETS (%)	TARGET (%)	RANGE
RISK CONTROL				
U.S. Fixed Income	1,046,349	12.6%	14%	5% to 25%
International Fixed Income	244,789	2.9%	5%	0% to 10%
Cash	201,493	2.4%	2%	0% to 10%
Risk Control Total	1,492,631	17.9%		
RISK ASSET				
U.S. High Yield Fixed Income	401,216	4.8%	5%	0% to 10%
U.S. Large Cap Equity	2,181,493	26.2%	25%	15% to 35%
U.S. Mid Cap Equity	805,634	9.7%	10%	5% to 15%
U.S. Small Cap Equity	408,905	4.9%	5%	0% to 10%
Developed International Equity	574,779	6.9%	8%	4% to 16%
Emerging Market Equity	494,471	5.9%	5%	0% to 10%
Risk Asset Total	4,866,498	58.4%		
ALTERNATIVES				
REITs	217,371	2.6%	3%	0% to 6%
Alternative Beta	1,088,614	13.1%	10%	0% to 15%
Infrastructure	412,813	5.0%	5%	0% to 10%
Commodities	258,210	3.1%	3%	0% to 6%
Alternatives Total	1,977,008	23.7%		
TOTAL PORTFOLIO	8,336,136	100.0%		

We urge you compare the account statement we provide with the account statement you receive from your custodian. We cannot guarantee the accuracy of this information for tax purposes. Please verify all information from trade confirmations.

Past performance is not indicative of future results.

Disclosures



S&P 500 Total Return Index

The S&P 500® Index is the Standard & Poor's Composite Index and is widely regarded as a single gauge of large cap U.S. equities. It is market cap weighted and includes 500 leading companies, capturing approximately 80% coverage of available market capitalization.

S&P MidCap 400 Total Return Index

The S&P MidCap 400 Index, more commonly known as the S&P 400, is a stock market index from S&P Dow Jones Indices. The index serves as a barometer for the U.S. mid-cap equities sector and is the most widely followed mid-cap index.

S&P Small Cap 600 Total Return Index

The S&P SmallCap 600® seeks to measure the small-cap segment of the U.S. equity market. The index is designed to track companies that meet specific inclusion criteria to ensure that they are liquid and financially viable.

MSCI EAFE Net Total Return USD Index

The MSCI EAFE Index (Europe, Australasia, Far East) is a free float-adjusted market capitalization-weighted index that is designed to measure the equity market performance of developed markets, excluding the United States and Canada. The MSCI EAFE Index consists of the following 21 developed market countries: Australia, Austria, Belgium, Denmark, Finland, France, Germany, Hong Kong, Ireland, Israel, Italy, Japan, the Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland and the United Kingdom.

MSCI Emerging Net Total Return USD Index

The MSCI Emerging Markets Index is a free float-adjusted market capitalization-weighted index that is designed to measure equity market performance of emerging markets. The MSCI Emerging Markets Index consists of the following 26 emerging market country indices: Argentina, Brazil, Chile, China, Colombia, Czech Republic, Egypt, Greece, Hungary, India, Indonesia, Korea, Malaysia, Mexico, Peru, Philippines, Poland, Qatar, Russia, Saudi Arabia, South Africa, Taiwan, Thailand, Turkey and United Arab Emirates.

STOXX Global Broad Infrastructure Index Net Return USD

The STOXX Global Broad Infrastructure Index is derived from the STOXX. Developed and Emerging Markets Total Market Index (TMI) and offers a diversified representation of companies that generate more than 50% of their revenue from selected infrastructure sectors. STOXX partnered with Revere Data, which defines 17 subsectors for the infrastructure industry. These 17 subsectors are rolled into five supersectors - Communications, Energy, Government Outsourcing/Social, Transportation and Utilities.

S&P USA REIT USD Total Return Index

The S&P United States REIT Index defines and measures the investable universe of publicly traded real estate investment trusts domiciled in the United States.

Bloomberg Commodity Index Total Return

The Bloomberg Commodity Index provides broad-based exposure to commodities, and no single commodity or commodity sector dominates the index. Rather than being driven by micro-economic events affecting one commodity market or sector, the diversified commodity exposure of the index potentially reduces volatility in comparison with non-diversified commodity investments.

Wilshire Liquid Alternative Total Return Index

The Wilshire Liquid Alternative IndexSM measures the collective performance of the five Wilshire Liquid Alternative strategies that make up the Wilshire Liquid Alternative Universe. Created in 2014, with a set of time series of data beginning on December 31, 1999, the Wilshire Liquid Alternative Index (WLIQA) is designed to provide a broad measure of the liquid alternative market by combining the performance of the Wilshire Liquid Alternative Equity Hedge Index (WLIQAEH), Wilshire Liquid Alternative Global Macro Index (WLIQAGM), Wilshire Liquid Alternative Relative Value Index (WLIQARV), Wilshire Liquid Alternative Multi-Strategy Index (WLIQAMS), and Wilshire Liquid Alternative Event Driven Index (WLIQAED).

Bloomberg US Agg Total Return Value Unhedged USD

The Bloomberg U.S. Aggregate Index measures the performance of investment grade, U.S. dollar-denominated, fixed-rate taxable bond market, including Treasuries, government-related and corporate securities, MBS (agency fixed-rate and hybrid ARM pass-throughs), ABS, and CMBS. It rolls up into other flagship indices, such as the multi-currency Global Aggregate Index and the U.S. Universal Index, which includes high yield and emerging markets debt.

Bloomberg VLI: High Yield Total Return Index Value Unhedged USD

The Bloomberg VLI: High Yield Total Return Index is a component of the US Corp High Yield Index that is designed to track a more liquid component of the USD-denominated, high yield, fixed-rate corporate bond market.

Bloomberg GLA xUSD Float Adj RIC Capped Index TR Index Value Hedged USD

The Bloomberg Barclays Global Aggregate ex-USD Float-Adjusted RIC Capped Index is a customized subset of the Global Aggregate Index that meets the same diversification guidelines that a fund must pass to qualify as a regulated investment company (RIC). This multi-currency benchmark includes fixed-rate treasury, government-related, corporate and securitized bonds from developed and emerging markets issuers while excluding USD denominated debt. The Global Aggregate ex-USD Float Adjusted RIC Capped Index is largely comprised of two major regional aggregate components: the Pan-European Aggregate and the Asian-Pacific Aggregate Index.

FTSE 3 Month Treas Bill Local Currency

The FTSE 3 Month US T Bill Index Series is intended to track the daily performance of 3 month US Treasury bills. The indices are designed to operate as a reference rate for a series of funds.

Disclosures



Bloomberg Muni 1-15 Year Blend (1-17) Total Return Index Value

The Bloomberg Municipal 1-15 Year Index measures the performance of USD-denominated long-term, tax-exempt bond market with maturities of 1-15 years, including state and local general obligation bonds, revenue bonds, insured bonds, and prerefunded bonds.

Bloomberg Intermediate US Govt/Credit TR Index Value Unhedged

The Bloomberg U.S. Government Intermediate Index measures the performance of the U.S. Treasury and U.S. agency debentures with maturities of 1-10 years. It is a component of the U.S. Government/Credit Index and the U.S. Aggregate Index.

Bloomberg 1-5 Yr Gov/Credit Total Return Index Value Unhedge

The Bloomberg US 1-5 year Government/Credit Float-Adjusted Bond Index is a float-adjusted version of the US 1-5 year Government/Credit Index, which tracks the market for investment grade, US dollar-denominated, fixed-rate treasuries, government-related and corporate securities.

FTSE High Dividend Yield Total Return Index

The FTSE High Dividend Yield Index is designed to represent the performance of companies with relatively high forecast dividend yields

WisdomTree U.S. MidCap Dividend Index Total Return

The WisdomTree U.S. MidCap Dividend Index is a fundamentally weighted index that measures the performance of the mid-capitalization segment of the US dividend-paying market. The Index is comprised of the companies that compose the top 75% of the market capitalization of the WisdomTree U.S. Dividend Index after the 300 largest companies have been removed. The index is dividend weighted annually to reflect the proportionate share of the aggregate cash dividends each component company is projected to pay in the coming year, based on the most recently declared dividend per share.

WisdomTree U.S. SmallCap Dividend Index Total Return

The WisdomTree U.S. SmallCap Dividend Index is a fundamentally weighted index measuring the performance of the small-capitalization segment of the US dividend-paying market. The Index is comprised of the companies that compose the bottom 25% of the market capitalization of the WisdomTree U.S. Dividend Index after the 300 largest companies have been removed. The index is dividend weighted annually to reflect the proportionate share of the aggregate cash dividends each component company is projected to pay in the coming year, based on the most recently declared dividend per share.

Bloomberg U.S. Long Government/Credit Unhedged USD

The Bloomberg U.S. Government Credit Long Index measures the performance of the non-securitized component of the U.S. Aggregate Index with maturities of 10 years and greater, including Treasuries, government-related issues, and corporates. It is a subset of the U.S. Aggregate Index.

Bloomberg Intermediate US Govt/Credit TR Index Value Unhedged

The Bloomberg U.S. Government Credit Intermediate Index measures the performance of the non-securitized component of the U.S. Aggregate Index with maturities of 1-10 years, including Treasuries, government-related issues, and corporates. It is a subset of the U.S. Aggregate Index.

Bloomberg Municipal Bond 5 Year (4-6) Total Return Index Unhedged USD

An index designed to measure the performance of tax-exempt U.S. investment grade municipal bonds with remaining maturities between four and six years. Index returns assume reinvestment of distributions, but do not reflect any applicable sales charges or management fees.

MSCI ACWI IMI Net Total Return USD Index

The MSCI ACWI Investable Market Index (IMI) captures large, mid and small cap representation across 23 Developed Markets (DM) and 24 Emerging Markets (EM) countries. The MSCI AXWI IMI includes the following 23 developed market countries : Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong, Ireland, Israel, Italy, Japan, Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, United Kingdom, and United States. The MSCI AXWI IMI includes the following 24 emerging market countries: : Brazil, Chile, China, Colombia, Czech Republic, Egypt, Greece, Hungary, India, Indonesia, Korea, Kuwait, Malaysia, Mexico, Peru, Philippines, Poland, Qatar, Saudi Arabia, South Africa, Taiwan, Thailand, Turkey and United Arab Emirates.

Bloomberg 1-3 Yr Gov Total Return Index Value Unhedged USD

The Bloomberg U.S. Government/Credit 1-3 Year Index is an unmanaged index considered representative of performance of short-term U.S. corporate bonds and U.S. government bonds with maturities from one to three years.

Bloomberg 1-5 Yr Gov TR Index

Bloomberg Barclays Municipal 1-5 Yr TR USD includes all medium and larger issues of U.S. government, investment-grade corporate, and investment-grade international dollar-denominated bonds that have maturities of between 1 and 5 years and are publicly issued.

ICE BofA US 3-Month Treasury Bill Index

The ICE BofA 3 Month U.S. Treasury Index measures the performance of a single issue of outstanding treasury bill which matures closest to, but not beyond, three months from the rebalancing date. The issue is purchased at the beginning of the month and held for a full month; at the end of the month that issue is sold and rolled into a newly selected issue.

Bloomberg US Treasury TIPS 0-5 Years Total Return Index Unhedged USD

Bloomberg US Treasury Inflation-Protected Securities (TIPS) 0-5 Year Index is a market value-weighted index that measures the performance of inflation-protected securities issued by the US Treasury that have a remaining average life between 0 and 5 years.

Bloomberg U.S. Treasury Bellwethers: 1 Yr

The Bloomberg U.S. Treasury Bellwethers 1 Yr. Index is an unmanaged index representing the on-the-run (most recently auctioned) U.S. Treasury bond with 1 years' maturity.



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Cordova Volunteer Fire Department

Quarterly Report

Reporting Period: Q3 2026

Prepared by:

Stephen Phillips

Fire Chief

Date: 10/01/2026

Executive Summary

During the third quarter of 2026, the Cordova Volunteer Fire Department (CVFD) continued to strengthen operational readiness, personnel development, and community partnerships while addressing ongoing equipment and budget challenges.

The department responded to **77 incidents** in Quarter three, a 27% decrease compared to 98 incidents during the same period in 2025. Despite the reduction in call volume, CVFD responded to several significant incidents, including search and rescue operations, a fuel spill with environmental impacts, and a fire investigation with joint agencies.

Training and professional development remained a priority, with **501 member training hours completed during the quarter**, bringing the annual total to **2,331 hours**. Six members achieved EMT II certification, expanding the department's ability to provide advanced emergency medical care.

Community engagement remained strong, with over **\$2,000 raised through fundraising**, participation in the ASFA/AFCA annual fire conference, and continued coordination with the Alaska State Troopers on search and rescue training.

Aging apparatus and SCBA equipment remain significant financial and operational concerns. However, department staff continue to pursue external funding and cost-effective replacement opportunities, with promising progress toward resolving SCBA compatibility challenges.

Overall, CVFD remains operationally capable and committed to maintaining reliable emergency services while prioritizing training, fiscal responsibility, and long-term equipment sustainability.

Call Volume and Incident Statistics

	Q3 2026	Q3 2025	Percent +/-
<i>Fire</i>	<i>19</i>	<i>20</i>	<i>-5%</i>
<i>EMS</i>	<i>58</i>	<i>78</i>	<i>-34%</i>
<i>Total Calls</i>	<i>77</i>	<i>98</i>	<i>-27%</i>

Major Incidents

09/08/2026 – Fuel Spill with Environmental Impact

08/23/2026 – Search and Rescue (agency assist)

08/03/2026 – Search and Rescue

08/02/2026 – Fire Investigation

Training and Personnel Development

Training

During the quarter, the Cordova Volunteer Fire Department (CVFD) conducted 17 training sessions, ranging from 1 to 3 hours each, totaling 501 member training hours. The highest-attended session was joint training with CCMC and Guardian, with 27 participants.

Year-to-date, CVFD members have completed 2,331 training hours, including 1,830 hours from previous quarters.

Recruits

1 recruit was voted into membership

Promotions

No promotions were given during Q3 2026.

Certifications

During Q3 we had several members obtain certificates to provide a higher level of care as EMT II's in the state of Alaska.

Fire Marshal Sayles

Captain Harrison

Lieutenant Wheeler

Lieutenant Cypher

Firefighter Pettingill

Firefighter Sanders

Community Engagement

The Cordova Volunteer Fire Department (CVFD) raised over \$2,000 through a community car wash fundraiser. Members also attended the annual fire conference in Kenai, Alaska, gaining valuable training and networking opportunities. Additionally, CVFD has been working with the Alaska State Troopers to coordinate search and rescue training, strengthening operational readiness and interagency cooperation.

Challenges and Concerns

Apparatus Age and Cost to Maintain

The department continues to face challenges with its aging apparatus fleet. As vehicles exceed their expected service life, maintenance costs and the frequency of repairs continue to increase, placing additional strain on an already limited operating budget. Without a sustainable apparatus replacement plan, these costs will continue to impact financial resources, operational readiness, and long-term reliability. Department staff have been diligently exploring solutions through external funding opportunities to reduce the financial burden on the City while addressing critical apparatus replacement needs.

SCBA's (Self Contained Breathing Apparatus)

The department continues to face challenges with aging Self-Contained Breathing Apparatus (SCBA) equipment, including compatibility issues between existing units and components. These limitations create operational and safety concerns while increasing replacement costs. However, a recent surplus equipment opportunity through a vendor may provide a cost-effective solution. With promising progress underway, the department is optimistic that this longstanding challenge can be resolved and removed from the report in Q4.

Operational Readiness of Equipment

Unit	Status	Issues/Repair Notes
Medic 7	<i>In Service</i>	
Medic 8	<i>In Service</i>	
Engine 3	<i>In Service</i>	
Rescue 1	<i>In Service</i>	
Engine 14	<i>In Service</i>	
Tanker 9	<i>In Service</i>	
Harbor 10	<i>In Service</i>	
ATV 1	<i>In Service</i>	
ATV 2	<i>In Service</i>	<i>Back in service with new engine, not fully operational as break in period pending.</i>
Water 1	<i>In Service</i>	
Squad 6	<i>In Service</i>	
Squad 7	<i>In Service</i>	
Squad 8	<i>In Service</i>	
Generator 1	<i>In Service</i>	
Generator 2	<i>In Service</i>	
Generator 3	<i>In Service</i>	
Generator 4	<i>Out of Service</i>	<i>No start condition as of 10/15/2026</i>
Comm's Trailer	<i>Out of Service</i>	<i>Under construction</i>
Hazmat Trailer	<i>In Service</i>	
MCI Trailer	<i>In Service</i>	