

Mayor

Clay Koplin

Council Members

James Burton

Kenneth Jones

Jeff Guard

Melina Meyer

Anne Schaefer

David Allison

James Wiese

City Manager

Alan Lanning

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

Olivia Carroll

Regular City Council Meeting
January 16, 2019 @ 7:00 pm
Cordova Center Community Rooms
Agenda

A. Call to order

B. Invocation and pledge of allegiance

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

C. Roll call

Mayor Clay Koplin, Council members James Burton, Kenneth Jones, Jeff Guard, Melina Meyer, Anne Schaefer, David Allison and James Wiese

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

E. Disclosures of Conflicts of Interest

F. Communications by and Petitions from Visitors

1. Guest Speakers
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (CCMCABoD, School Board)
4. Student Council Representative Report

G. Approval of Consent Calendar..... (roll call vote)

5. Ordinance 1173..... (page 1)

An ordinance of the City Council of the City of Cordova, Alaska, appropriating \$500 from the general fund reserve to advocate and provide public information regarding a proposition to levy a .5% raw fish tax on fish landed in Cordova and a proposition approving the issuance of a harbor revenue bond in the principal amount not to exceed \$5,000,000 both appearing on the ballot of the March 5, 2019 regular City election, including without limitation advocacy and the dissemination of information that may influence the outcome of the election on the propositions - 1st reading

6. Resolution 01-19-05..... (page 2)

A resolution of the City Council of the City of Cordova, Alaska, adopting an alternative allocation method for the FY19 shared fisheries business tax program and certifying that this allocation method fairly represents the distribution of significant effects of fisheries business activity in FMA 15: Prince William Sound

7. Resolution 01-19-06..... (page 7)

A resolution of the City Council of the City of Cordova, Alaska, supporting continuation of the University of Alaska Fairbanks (UAF) College of Fisheries and Ocean Sciences (CFOS) Marine Advisory Program's (MAP) Cordova faculty position

8. Proclamation of Appreciation to *Richard Groff*..... (page 11)

H. Approval of Minutes

I. Consideration of Bids

9. Direction to Manager to negotiate with Wilson Construction for City Shop..... (voice vote)(page 12)
roof replacement

J. Reports of Officers

10. Mayor's Report..... (page 15)
11. Manager's Report
12. City Clerk's Report..... (page 16)
 - a. email from City Attorney re recently received public correspondence..... (page 17)

**37th Annual Cordova Tipoff
Tournament**

- * Cordova Wolverines *
- * Metlakatla Chiefs/Mischiefs *
- * Tikigaq Harpooners *
- * Palmer JV Moose *

January 17, 18, 19, 2019

Cordova, Alaska



K. Correspondence

- 13. 12-12-18 Email from J. Severson re school funding..... (page 18)
- 14. 12-12-18 Email from B. Reynolds re school funding..... (page 19)
- 15. 12-18-18 Letter from J. Beckett of CTC re E-911 surcharge..... (page 20)
- 16. 12-19-18 Email from B. Johnson re school funding and borough..... (page 21)
- 17. 01-07-19 Mayor Koplin letter to ADF&G re PWS Tanner Crab collaboration..... (page 22)

L. Ordinances and Resolutions

- 18. Resolution 01-19-01..... (voice vote)(page 24)
A resolution of the City Council of the City of Cordova, Alaska, declaring the eligibility of the City of Cordova to submit an application to the Alaska department of transportation and public facilities (ADOT&PF) for use of transportation alternatives program funds set for by MAP-21 for the project “Cordova Center Pedestrian Connector”, and declaring that the City of Cordova will commit to ownership/management and maintenance and operations of the project, and authorizing the City Manager to sign the application and future project agreements
- 19. Resolution 01-19-02..... (roll call vote)(page 27)
A resolution of the City Council of the City of Cordova, Alaska, authorizing expenditure of an amount not to exceed \$41,825.10 to provide the required match for the Alaska transportation alternatives program (ATAP) grant “Cordova Center Pedestrian Connector Project”.
- 20. Resolution 01-19-03..... (voice vote)(page 28)
A resolution of the City Council of the City of Cordova, Alaska, declaring the eligibility of the City of Cordova to submit an application to the Alaska department of transportation and public facilities (ADOT&PF) for use of transportation alternatives program funds set for by MAP-21 for the project “Seventh Street ADA Sidewalks and Drainage Improvements”, and that the City of Cordova will commit to ownership/management and maintenance and operations of the project, and authorizing the City Manager to sign the application and future project agreements.
- 21. Resolution 01-19-04..... (roll call vote)(page 31)
A resolution of the City Council of the City of Cordova, Alaska, authorizing expenditure of an amount not to exceed \$95,485.60 to provide the required match for the Alaska transportation alternatives program (ATAP) grant “Seventh Street ADA Sidewalks and Drainage Improvements Project”.

M. Unfinished Business

- 22. Performance Deed of Trust extension for Dan Nichols, Lot 2, Block 3, CIP..... (voice vote)(page 32)

N. New & Miscellaneous Business

- 23. Land Disposal for Power Creek Lot 1, USS4606..... (voice vote)(page 34)
- 24. City Council direction to staff regarding a draft resolution opposing PWS Borough..... (voice vote)(page 72)
- 25. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 76)

O. Audience Participation

P. Council Comments

Q. Executive Session

- 26. City Clerk’s annual evaluation

R. Adjournment

Executive Sessions: Subjects which may be discussed 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.

If you have a disability that makes it difficult to attend city-sponsored functions, you may
contact 424-6200 for assistance.

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

**CITY OF CORDOVA, ALASKA
ORDINANCE 1173**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
APPROPRIATING \$500 FROM THE GENERAL FUND RESERVE TO ADVOCATE AND
PROVIDE PUBLIC INFORMATION REGARDING A PROPOSITION TO LEVY A .5%
RAW FISH TAX ON FISH LANDED IN CORDOVA AND A PROPOSITION APPROV-
ING THE ISSUANCE OF A HARBOR REVENUE BOND IN THE PRINCIPAL AMOUNT
NOT TO EXCEED \$5,000,000 BOTH APPEARING ON THE BALLOT OF THE MARCH
5, 2019 REGULAR CITY ELECTION, INCLUDING WITHOUT LIMITATION ADVOCACY AND THE DISSEMINATION OF INFORMATION THAT MAY INFLUENCE THE
OUTCOME OF THE ELECTION ON THE PROPOSITIONS**

WHEREAS, City Council has placed two propositions on the March 5, 2019 regular election ballot, one of which involves the implementation of a .5% tax on the value of raw fish landed in the City of Cordova ("City") and the other of which involves the issuance of a Harbor Revenue Bond in the principal amount up to \$5,000,000 to finance the planning, design, construction, and acquisition of harbor and related capital improvements in the City; and

WHEREAS, the City may choose to advocate for the implementation of the fish tax and approval of the issuance of the Harbor Revenue Bond; and

WHEREAS, the City has exempted itself from the Alaska Public Offices Commission disclosure and filing requirements but if the City was subjected to these requirements, AS 15.13.145(c)(2) permits the City to provide the public with nonpartisan information about a ballot proposition, but AS 15.13.145(b) prohibits the use of funds to influence the outcome of an election concerning a ballot proposition unless a city subject to the statutes appropriates the funds for that purpose by ordinance.

NOW, THEREFORE, BE IT ORDAINED by City Council of the City of Cordova, Alaska, as follows:

Section 1. The planned expenditures for the City are increased in the amount of \$500 for the purpose of supporting the adoption of the proposed raw fish tax and issuance of the Harbor Revenue Bond, including without limitation advertisements in print and broadcast media, brochures and posters, and including without limitation the provision of information that may influence the outcome of the election.

Section 2. This ordinance shall be effective immediately after its passage but shall be published within ten days of passage in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska.

1st reading: January 16, 2019

2nd reading and public hearing: _____

PASSED AND APPROVED THIS _____ DAY OF _____ 2019.

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



Agenda Item # 6 within the Consent Calendar
City Council Meeting Date: 1/16/2019
City Council Communication Form

FROM: Susan Bourgeois, CMC, City Clerk
DATE: 01/07/2019
ITEM: Resolution 01-19-05
ACTION: Adopting alternative allocation method for shared fish business tax

☐ Ordinance ☐ Motion
☒ Resolution ☐ Information

- I. **REQUEST OR ISSUE:** Council annually approves this resolution which allows for a 3-way split of the shared portion of fish business tax in FMA 15 PWS between Whittier/Cordova/Valdez.
- II. **RECOMMENDED ACTION:** Approval of the consent calendar including: motion to approve resolution 01-19-05.
- III. **FISCAL IMPACTS:** Business tax of \$90,891.15 is the amount to be divided equally among the 3 communities in FMA #15. Approval of the resolution garners Cordova \$30,297.05. The 2019 budget has the revenue goal of \$23,000 in that line item: 101-302-40230.
- IV. **BACKGROUND INFORMATION:** Cordova, Valdez and Whittier have continued to decide that the 3-way split is the best alternative allocation method.
- V. **LEGAL ISSUES:** the program is described in Statute:
<http://www.legis.state.ak.us/basis/statutes.asp#29.60.450>
and in the Alaska Administrative Code:
<http://www.legis.state.ak.us/basis/aac.asp#TitleTable>
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** none as the communities have been amicably agreeing to the 3-way split.
- VII. **SUMMARY AND ALTERNATIVES:** Council could direct staff to proceed with the long form and/or proceed with negotiations with the other 2 communities for a different split.

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-19-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR
THE FY19 SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING
THAT THIS ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION
OF SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY
IN FMA 15: PRINCE WILLIAM SOUND**

WHEREAS, AS 29.60.450 requires that for a municipality to participate in the FY19 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development (DCCED) that the municipality suffered significant effects during calendar year 2017 from fisheries business activities; and

WHEREAS, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas specified by DCCED; and

WHEREAS, 3 AAC 134.070 provides for the use, at the discretion of DCCED, of alternative allocation methods which may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of relative significant effect of fisheries business activity on the respective municipalities in the area; and

WHEREAS, the Cordova City Council proposes to use an alternative allocation method for allocation of FY18 funding available within the Prince William Sound Management Area in agreement with all other municipalities in this area participating in the FY19 Shared Fisheries Business Tax Program.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Cordova, Alaska, by this resolution certifies that the following alternative allocation method fairly represents the distribution of significant effects during 2017 of fisheries business activity in the Prince William Sound Management Area.

ALTERNATIVE ALLOCATION METHOD: All eligible communities in the Prince William Sound Fisheries Management Area (Whittier, Valdez, and Cordova), FMA 15, will receive an equal share of the available funds.

PASSED AND APPROVED THIS 16th DAY OF JANUARY 2019

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

DCCED
Shared Fisheries Business Tax Program
FY 19 Short-Form Application For
«FMA»



APPLICATION MUST BE SUBMITTED TO DCCED
NO LATER THAN FEBRUARY 15, 2019

State of Alaska
Bill Walker, Governor

Department of Commerce, Community, and
Economic Development
Mike Navarre, Commissioner

Division of Community and Regional Affairs
Katherine Eldemar, Director

FY 19 SHARED FISHERIES BUSINESS TAX PROGRAM DESCRIPTION

The purpose of the Shared Fisheries Business Tax Program is to provide for an annual sharing of fish tax collected outside municipal boundaries to municipalities that can demonstrate they suffered significant effects from fisheries business activities. This program is administered separately from the state fish tax sharing program administered by the Department of Revenue which shares fish tax revenues collected inside municipal boundaries.

Program Eligibility

To be eligible for an allocation under this program, applicants must:

1. Be a municipality (city or borough); and
2. Demonstrate the municipality suffered significant effects as a result of fisheries business activity that occurred within its respective fisheries management area(s).

Program Funding

The funding available for the program this year is equal to half the amount of state fisheries business tax revenues collected outside of municipal boundaries during calendar year 2017.

Program funding is allocated in two stages:

1st Stage: Nineteen Fisheries Management Areas (FMAs) were established using existing commercial fishing area boundaries. The available funding is allocated among these 19 FMAs based on the pounds of fish and shellfish processed in the whole state during the 2017 calendar year. For example, if an area processed 10% of all the fish and shellfish processed in the whole state during 2017, then that area would receive 10% of the funding available for the program this year. These allocations are calculated based on Fisheries Business Tax Return information for calendar year 2017.

2nd Stage: If the total funding available for a Fisheries Management Area (FMA) is less than the long-form threshold value (the value determined by multiplying the number of municipalities in an area by \$4,000), then one half of the allocation is divided equally among the eligible applicants in that area. The other half of the area allocation is distributed among the eligible applicants proportionate to the populations of all the eligible applicants in the area. This is known as the short-form method*.

** Because your municipality is located within a Fisheries Management Area with a total allocation less than the long-form threshold value, you have been provided a Short-Form Application.*

FY 19 SHARED FISHERIES BUSINESS TAX PROGRAM DESCRIPTION

Short-Form Application Method: In order to receive funding under the Short-Form Application Method, an applicant must have suffered significant effects during the program base year from fisheries business activities that occurred within its respective fisheries management area(s).

Some important definitions: The Shared Fisheries Business Tax Program provides for a sharing of State Fisheries Business Tax with municipalities that can demonstrate they suffered *significant effects* during the *program base year* from *fisheries business activity* in their respective fisheries management area.

For the purposes of this program, "fisheries business activity" means:

- activity related to fishing, including but not limited to the catching and sale of fisheries resources;
- activity related to commercial vessel moorage and commercial vessel and gear maintenance;
- activity related to preparing fisheries resources for transportation; and,
- activity related to processing fisheries resources for sale by freezing, icing, cooking, salting, or other method and includes but is not limited to canneries, cold storages, freezer ships, and processing plants.

And, "significant effects" means:

- municipal expenditures during the program base year demonstrated by the municipality to the department to be reasonable and necessary that are the result of fisheries business activities on the municipality's:
 - population;
 - employment;
 - finances;
 - air and water quality;
 - fish and wildlife habitats; and,
 - ability to provide essential public services, including health care, public safety, education, transportation, marine garbage collection and disposal, solid waste disposal, utilities, and government administration.

And, "program base year" means:

- calendar year 2017.



Agenda Item # 7 within the Consent Calendar
City Council Meeting Date: 1/16/2019
City Council Communication Form

FROM: Susan Bourgeois, CMC, City Clerk
DATE: 01/07/2019
ITEM: Resolution 01-19-06
ACTION: Supporting continuation of the MAP position in Cordova

☐ Ordinance ☐ Motion
☒ Resolution ☐ Information

- I. **REQUEST OR ISSUE:** Mayor Koplin has written this resolution to keep this position in Cordova.
- II. **RECOMMENDED ACTION:** Approval of the consent calendar including: motion to approve resolution 01-19-06.
- III. **FISCAL IMPACTS:** A local job would be retained which directly affects the Cordova economy. This position has been a very beneficial resource for the commercial fishing industry in Cordova as well as for the City Council.
- IV. **BACKGROUND INFORMATION:** see attached draft letter that Mayor Koplin will edit and send with the resolution attached after positive Council action on the resolution.
- V. **LEGAL ISSUES:** none
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** none
- VII. **SUMMARY AND ALTERNATIVES:** Council could pull the resolution form the consent calendar and amend it or choose not to pass it.

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-19-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
SUPPORTING CONTINUATION OF THE UNIVERSITY OF ALASKA FAIRBANKS (UAF)
COLLEGE OF FISHERIES AND OCEAN SCIENCES (CFOS) MARINE ADVISORY
PROGRAM'S (MAP) CORDOVA FACULTY POSITION**

WHEREAS, since 1973, Cordova has supported and greatly benefited from the services of University of Alaska Fairbanks CFOS Marine Advisory Program faculty position based in Cordova; and

WHEREAS, UAF is a designated sea grant institution with a mission of teaching, research and public service, and enjoys a long-standing federal partnership with NOAA's National Sea Grant College Program; and

WHEREAS, CFOS as well as Alaska Sea Grant-supported marine researchers, MAP agents and specialists, and educators conduct activities in communities across Alaska that have real and lasting beneficial impacts to people, their livelihoods, the economy, and to the wise and safe use of the state's marine waters and resources; and

WHEREAS, Cordova is one of the top 15 producing seafood ports in the United States, and has had the commercial fishing industry as her primary economic base for over 100 years; and

WHEREAS, the Cordova MAP office has been a well-respected catalyst in our community and region for decades, providing relevant public service including seafood harvester business assistance, seafood processing technical support and training, USCG-approved marine safety instruction, collaborative research partnerships between residents, UAF and other state and national organizations, environmental literacy and public policy facilitation, oil spill community response preparedness, and leadership development of Alaska's next generation of seafood harvesters; and

WHEREAS, the Cordova MAP office is UAF's sole representative in the Prince William Sound region to support UAF undergraduate recruitment of our youth as well serving adult and other professional development education and training needs; and

WHEREAS, the City of Cordova, its businesses and citizens benefit greatly from UAF's mission of outreach, research and public service vital to our fishing industry, working waterfront businesses, marine resource managers and research enterprises, and fishing families; and

WHEREAS, the advent of new small-scale customer processors, direct-marketing fisherman, and newly permitted aquaculture and maricultural farms in Cordova in recent years requires this continued high level of support for such fledgling businesses.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cordova, Alaska, does hereby acknowledge the deep value, impact and importance of the University of Alaska Fairbanks Marine Advisory Program Cordova faculty position in service to our community and region for the last 43 years, and strongly urges priority and continued funding of this position in FY20 and beyond.

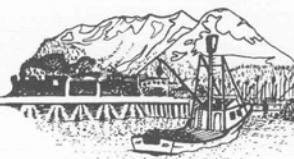
PASSED AND APPROVED THIS 16th DAY OF JANUARY 2019.

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

CITY OF CORDOVA



January 2, 2019

Dr. James Johnsen, President
University of Alaska
Butrovich Building, Suite 202
Fairbanks, Alaska 99775
Email: ua.president@alaska.edu

Dear Dr. Johnsen:

On behalf of the City of Cordova, I am writing to relay to you the City Council's recent unanimous resolution passed in support of continued funding of the UAF College of Fisheries and Ocean Sciences (CFOS) Marine Advisory Program's Cordova faculty position in FY20. UAF, through this office, has served this community and region since 1973.

Commented [CK1]: This will be revised if not unanimous by City Council

With the recent retirement of UAF's long-time Cordova faculty agent, we want you and UA leadership to know Cordova residents and businesses gratefully acknowledge the University and have significantly benefited from decades of key UAF research and workforce development programs in support of our local residents, our economy, our marine ecosystem and our youth through the MAP office.

Cordova is among the top 15 ranked fishing ports in the United States, and as such, we boast over 500 commercial fishing permit holders and 900+ vessels utilizing our harbor and processing facilities. Annually Cordova lands over \$90,000,000 annually in salmon, halibut, cod and miscellaneous small fisheries which generates significant state and local tax revenue.

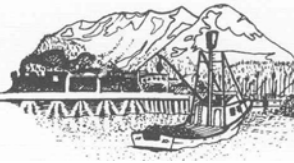
The Marine Advisory Program office serves not only our fishing fleets' diverse business and marine safety training needs but technical seafood assistance and workforce training that is absolutely vital for the success of our large processing sector.

With over \$1,000,000,000 in seafood processing infrastructure that is utilized only during summer months, and mostly during July and August, Cordova has significant growth potential. There is also a significant diversification into small custom processing, fisherman direct marketing, and a fledgling maricultural and aquaculture farming. The need for a MAP support in Prince William Sound has never been greater.

In Cordova, we recognize that partnerships are key, and we must creatively support each other's priorities. For example, the Prince William Sound Aquaculture Corporation (PWSAC), a regional non-profit salmon aquaculture association and its membership, has long understood the importance of the University's presence in our community and region. PWSAC has provided CFOS with office space, storage and internet for the last 15 years, amounting to well over a \$240,000 in-kind contribution, and eagerly pledges continued support for the MAP faculty office.

602 Railroad Avenue P.O. Box 1210 Cordova, Alaska 99574 Telephone (907) 424-6200 Fax (907) 424-6000

CITY OF CORDOVA



Cordovans very much support the University's vital and varied mission throughout Alaska, and we look forward to your continued support of UAF's important work in this region. We welcome your visit to Cordova, and please feel free to contact me at any time regarding this topic.

Respectfully,

Clay Koplin, Mayor
City of Cordova

cc. Casey Campbell, General Manager, PWSAC
Representative Louise Stutes, House District 32
Senator Gary Stevens, Senate District P

City of Cordova, Alaska

PROCLAMATION OF APPRECIATION TO

Richard Groff

I, Mayor Clay R. Koplin, do hereby issue this Proclamation of Appreciation to Dick Groff, for his 45 years of invaluable contributions to the citizens and City of Cordova as member of the Cordova Volunteer Fire Department, and as a dedicated and involved volunteer in varied other posts within Cordova

WHEREAS, Dick moved to Cordova for employment with the United States Forest Service in 1974 and quickly involved himself in community activities; and

WHEREAS, he became one of the first in the state to receive the designation of certified firefighter in 1979 and he was appointed assistant chief of the CVFD in 1982; and

WHEREAS, Dick helped establish the statewide firefighter I curriculum which is still used today and over his tenure has trained thousands of firefighters across the State of Alaska; and

WHEREAS, he has held several positions in the CVFD, the state firefighters' association and is a recipient of the prestigious Del Moffitt award for outstanding performance as a firefighter; and

WHEREAS, Dick was instrumental in developing the Explorer post within the CVFD which continues to thrive and attract the youth of today to serve our community; and

WHEREAS, Dick now serves the CVFD as safety officer, and since September 11, 2001 has taught countless disaster management classes and in 2012 was instrumental in the response to snowpocalypse in Cordova; and

WHEREAS, he received search and rescue technician level III certification in 2016, has been providing CERT training to the community for years and received a special commendation for a life-saving effort in a drug overdose case in 2004; and

WHEREAS, Dick has been a driving force during several Alaska Shield exercises and at age 83 is believed to be the oldest active firefighter in the State of Alaska; and

WHEREAS, Dick has served and continues service to the community in various other ways: as a City Council member, Vice-Mayor, Health Services Board member, he volunteers on the Cordova Trap and Gun Club, Amateur HAM Radio Club, Cordova Community Baptist Church Board of Deacons and he assists with Hunter Safety Training.

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor, the City Council, and the citizens of Cordova hereby express their sincerest appreciation to Richard Groff for his long-time devotion as a volunteer serving the Cordova Volunteer Fire Department and for his overall dedication and involvement as a citizen of Cordova. Dick's life is truly a perfect example of thriving through service to one's community.

Signed this 16th day of January 2019

Clay R. Koplin, Mayor



AGENDA ITEM 9
City Council Meeting Date: 1/16/2019
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood, Interim Public Works Director
DATE: 1/7/2019
ITEM: Award of City Shop Roof Repair per 'ITB #PW18-06 City Shop Wind-Damaged Roof Replacement'
NEXT STEP: Council authorizes the City Manager to negotiate this contract.

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: This form constitutes the memorandum required per Code para 5.12.040 setting forth the following:

A. Identity of Contractor: *Wilson Construction, Inc.*

B. Contract Price: *\$45,028.20*

C. Nature & quantity of the work that the City shall receive under the contract:

Remove damaged roof tin and all water and ice shield. Furnish and install all materials to repair all wind damaged tin on city roof. This includes matching roofing tin, eave gable and apex flashing, water and ice shield, and any other materials needed to return roof to its original condition. The damaged roof area is 65 feet by 68 feet; or 4,420 sq. feet.

D. Time for performance under the contract:

Start on 10/17/19 with completion by June 15, 2019

II. RECOMMENDED ACTION / NEXT STEP: Council approval of a motion "to direct the City Manager to negotiate a contract with Wilson Construction of Cordova, AK, to provide performance as described in 'ITB #PW18-06 City Shop Wind-Damaged Roof Replacement' for a sum not to exceed forty-five thousand twenty-eight dollars and twenty cents (\$45,028.20).

III. FISCAL IMPACTS: This work will be covered by an Insurance claim.

IV. BACKGROUND INFORMATION: The City Shop roof was damaged as a result of two wind storms that occurred on Tuesday 10/23/18 and Thursday 10/25/18. A claim was submitted to insurance and a cost estimate to repair the damage was requested. The cost estimate was over \$25,000, contracts over this amount are required to go out as ITBs by City code. The ITB closed January 4, 2019.

V. LEGAL ISSUES: Contract shall be negotiated and awarded per Code sections 5.12.040 and 5.12.100 and 5.12.170.

VI. SUMMARY AND ALTERNATIVES: The roof is patched and will not withstand additional wind storms.

5.12.040 - Council approval of contracts.

No contract for supplies, services or construction which obligates the city to pay more than twenty-five thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

- A. The identity of the contractor;
- B. The contract price;
- C. The nature and quantity of the performance that the city shall receive under the contract; and
- D. The time for performance under the contract.

(Ord. 1019 § 1, 2008: Ord. 874, 2000: Ord. 809 (part), 1998).

(Ord. No. 1093, § 1, 1-4-2012)

5.12.100 - Competitive sealed bidding.

Unless otherwise authorized under this chapter or another provision of law, all city contracts for supplies, services and construction shall be awarded by competitive sealed bidding.

(Ord. 809 (part), 1998).

5.12.170 - Award to responsible bidder or proposer.

A contract award under this chapter shall be made only to a responsible bidder or proposer. The city manager shall determine whether a bidder is responsible on the basis of the following criteria:

- A. The skill and experience demonstrated by the bidder in performing contracts of a similar nature;
- B. The bidder's record for honesty and integrity;
- C. The bidder's capacity to perform in terms of facilities, equipment, personnel and financing;
- D. The past and present compliance by the bidder with laws and ordinances related to its performance under the contract; and
- E. The bidder's past performance under city contracts. If the bidder has failed in any material way to perform its obligations under any contract with the city, the city manager may consider the bidder to be not responsible.
- F. The bidder's past performance of financial obligations to the city. If at the time of award the bidder is delinquent, overdue or in default on the payment of any money, debt or liability to the city, the city manager shall consider the bidder to be not responsible.

(Ord. 809 (part), 1998).

City of Cordova
Mayor's Report
January 9, 2019

Happy New Year Cordova, I hope that you all had a safe, happy, holiday season and wish you the best in the coming year.

We have approved the 2019 budget with the recognition that we need to continue pursuing alternate revenues and a stronger business environment to grow revenues to fund regular maintenance and operations of the services the community expects. The other big concerns include hospital funding and quality which have improved but are still under tremendous financial pressures. School funding is not the least of concerns for City council and public feedback, and a stronger economy will help us support funding for our Cordova School District.

The 2019 regular March elections will include two ballot measures that will help support renovation of the south harbor including, a **\$5 million bond** for Harbor improvements, and a **¼% raw fish tax**. The 2019 fee schedule included a modest increase in harbor fees/rates and an increase in wharf age fees, both of those measures also intend to assist with the bond payment for the harbor upgrades. The current City budget does not have room to accommodate a \$5,000,000 harbor bond that would bring in a \$5,000,000 state match to replace G, H, and I floats, and I encourage the community to support these measures to renovate our harbor, the economic core of our community.

The March elections will also provide several opportunities for City Council and Mayoral candidacies, and I encourage Cordovans concerned with the future of our community to consider serving on City Council or as Mayor, the declaration of candidacy period has opened, and forms can be picked up at City Hall.

I have been in correspondence with Alaska Airlines, sharing our frustration with their reduced freight service and the loss of Ravn and ferry service. I have also corresponded on the Marine Grant Advisory Program (a resolution of support is in this packet) and the Prince William Sound tanner crab commissioner's permit, also included in this packet as a letter in correspondence.

We extend our appreciation to all who have volunteered to serve on a board or commission of the City and look forward to a great year for Cordova. Watch for a community town hall meeting soon to communicate the City's strategic plan goals and solicit your feedback for community needs.

Respectfully,

Mayor Clay Koplin

A Memo from Susan Bourgeois, CMC, City Clerk

DATE: January 9, 2019

TO: Mayor and City Council, public

SUBJECT: Clerk's Report on public correspondence procedures

Mayor Koplin and the City Council consistently thank the public for attending council meetings and expressing opinions during audience participation as well as through letters and emails sent to them directly or to me for dissemination to the group.

My procedures are fairly simple, and I try to be consistent and accurate in handling public correspondence. I email copies of the letters received to the Mayor and City Council and I then place the letters under correspondence in the next regular council meeting packet. The deadline for inclusion of a letter in a packet is prescribed in Code to be received by the City Clerk by noon on the Wednesday preceding the Wednesday City Council meeting date. (Cordova Municipal Code 3.12.035 <https://library.municode.com/ak/cordova/>)

Occasionally sensitive matters are the topic of such correspondence and I rely on attorney advice to ensure accuracy and legality of those procedures. Please see attached to this report, an email from City Attorney Holly Wells with a recent example of such advice.

Per the advice, I will list the names of the citizens who wrote letters as described in the following email and as the City Attorney says, it would be appropriate for public comment on the letters, as agenda items, but that such public comment should be limited to the discussion of City policy and should not be about the specific employee or the termination.

<u>Letter dated:</u>	<u>Date letter received:</u>	<u>Name of person writing the letter:</u>
12/22/18	12/28/18	Penelope Oswalt
12/22/18	12/28/18	David J. Otness
12/22/18	12/28/18	Eli Beedle
12/22/18	12/28/18	Jessica Hoover
12/22/18	12/28/18	Liane Stephens
12/22/18	12/28/18	Mike Schultz
12/22/18	12/28/18	Mildred Hodges
No date written	12/28/18	Robert A. Smith
12/22/18	1/9/19	Donni Adams
12/22/18	1/9/19	Matt Adams
12/22/18	1/9/19	illegible signature
12/22/18	1/9/19	Benny Sanculi
12/22/18	1/9/19	Alma Ridao
12/22/18	1/9/19	David Johannessen
12/22/18	1/9/19	Amanda Wornek

Susan Bourgeois

From: Holly Wells <hwells@BHB.com>
Sent: Wednesday, January 9, 2019 11:28 AM
To: Susan Bourgeois
Cc: Alan Lanning; Jennifer Alexander
Subject: Attorney Recommendations Regarding Council Packet Contents

Susan,

You requested confirmation that it was appropriate to include letters in the packet identifying a City employee who was terminated under the City's drug policy and advocating for that employee's reinstatement. While it is appropriate to include the names of the individuals submitting these letters to the extent the letters also more generally discuss the City's drug policy, the letters should not be included in the packet as they may have implications for the privacy rights of the named employee. Further, it is the City's policy to keep all personnel matters confidential to the extent permitted under law. Consequently, I would recommend you include a list of the individuals sending the letters and note in that list that these individuals qualify to provide comments on an agenda item dealing with the City's general personnel policies, including but not limited to its drug policy.

If you have any questions please do not hesitate to call me.

Thanks,

Holly Wells
Birch Horton Bittner and Cherot
510 L. Street, Suite 700
Anchorage, AK 99501
(907)276-1550

Holly C. Wells
Birch Horton Bittner & Cherot
510 L Street, Suite 700 | Anchorage AK 99501
Tel 907.263.7247 | Main 907.276.1550
hwells@bhb.com | www.birchhorton.com
[Bio](#) | [vCard](#)

This transmittal may be a confidential attorney-client communication or may otherwise be privileged or confidential. If you are not the intended recipient, you have received this transmittal in error. Any review, dissemination, distribution or copying of this transmittal is strictly prohibited. If you have received this communication in error, please notify us immediately by reply or by telephone (907) 276-1550 and immediately delete this message and all attachments.

Susan Bourgeois

From: Julie Reynolds <alaskiejulie@gmail.com>
Sent: Wednesday, December 12, 2018 4:53 PM
To: Susan Bourgeois
Cc: James Burton; Ken Jones; Jeff Guard; Melina Meyer; Anne Schaefer; David Allison; James Wiese
Subject: Do not underfund our schools

Dear City Council,

I am writing to ask that you agree to fully fund Cordova schools.

I know the city needs money, but we cannot take it from the children. We are the adults and it is our job to take care of them. They are, literally, our future.

Underfunding the schools by \$400,000 is unacceptable. People live in Cordova because of the kind of community it is--the kind of community that takes care of each other and takes care of our children.

Please fund the schools at 100%. Thank you very much for your time and service.

Sincerely,
Julie Reynolds, 15-year resident with two young children

Susan Bourgeois

From: Brad Reynolds <bradfreynolds@gmail.com>
Sent: Wednesday, December 12, 2018 5:10 PM
To: Susan Bourgeois
Subject: School district funding

Dear City Council,

I encourage you to prioritize education when voting on a budget and fully fund the Cordova School district. Our district is currently underfunded and will deplete the fund balance if we continue to operate on less than adequate finances. I have two children in the elementary school, and like many parents I consider the quality of the community and the quality of my children's education as important factors that determine my residence in Cordova. We have a great community, but when you undermine education, you undermine the quality of a community. Please make our school system a priority when you vote.

Sincerely,
Brad Reynolds

210 Boardwalk Way
Cordova, AK



**CORDOVA TELECOM
COOPERATIVE**

Date: 12/18/2018
To: Cordova City Council
RE: Cordova E911 Surcharge

I'm writing this letter on behalf of Cordova Telecom Cooperative and our members regarding the renewed interests by the city to collect E911 surcharges from local exchange carriers and continue efforts to improve our emergency dispatch capabilities.

CTC is very supportive of any and all means to improve our community's public safety. CTC is also fully supportive of the City's efforts to leverage federal and state regulations to collect funding available to improve public safety.

As the city potentially reembarks on the E911 initiative we'd like to share the following feedback.

- 1) Our Cooperative paid over \$32,000.00 directly on behalf of our members during 2011 and 2012 to this program which never moved forward. It was then identified that a need existed for accurate addressing which to date has not been resolved.

CTC would propose the City, CEC, and CTC collaborate on working together to resolve physical addresses and gps locations of all residents and businesses as well as identified buildings per public safety maps in Cordova.

- 2) It is important to note the E911 surcharge can only be collected from local exchange carriers for numbers that are billed within the municipality. For many families in our community this will result in over \$10.00 per month added costs which is more than what they likely pay for their NetFlix or Amazon Prime subscriptions. For lifeline customers the surcharge is twice the base service cost for which there does not appear to be a lifeline waiver in the ordinance proposal.
- 3) Our Cooperative has not been engaged or requested to deliver E911 capabilities. While some E911 facilities and capabilities are in place today; supporting full E911 needs will require significant investment and time to properly deliver. We recommend starting these discussions sooner rather than later as this is a large capex project that would need to be properly budgeted and resourced.
- 4) The city has elected to charge the maximum E911 surcharge without any formal cost analysis or explanation of how the funds will be used. We would recommend any surcharges be reviewed and adjusted annually for actual cost to minimize the financial impact to our community members.

CTC fully supports leveraging the E911 programs of the government and looks forward to continued improvements in our public safety services.

Kind Regards,

Jeremiah Beckett

CEO

Cordova Telecom Cooperative

From: Brooke Johnson <brooke@graphicice.com>

To: "CouncilSeatA@cityofcordova.net" "CouncilSeatB@cityofcordova.net" "CouncilSeatC@cityofcordova.net" "CouncilSeatD@cityofcordova.net" "CouncilSeatE@cityofcordova.net" "CouncilSeatF@cityofcordova.net" "CouncilSeatG@cityofcordova.net"

Sent: Wednesday, December 19, 2018, 2:53:32 PM AKST

Subject: City Council Meetings 12/19/18

Good afternoon City Council Members,

I wanted to reach out to you all regarding the voting you will be doing on some of the issues tonight. Unfortunately due to time constraints, I usually cannot make it to the meetings, but instead read packets, watch the youtube channel and only bother you when I have something I really care about.

1. School Funding: I understand that this may seem harsh, but I do not think we are "under funding" our school district. By my calculations, we legally need to provide somewhere between 900k and 2 million, not going below or above that amount. I feel like 1.5 million is a reasonable amount, and our school district needs to work on making some cuts to its own budget. We cannot spend money like it grows on trees. Already we pay almost 20k per student to attend school in this town. We don't need to keep adding to that amount, we need to spend our money more wisely. I hope you all vote No.

2. Borough: I am completely against us moving forward in the borough talks. I am upset that when we have budget concerns at the city, we still vote to spend an additional un-budgeted 25k to look at this possibility. Why do we think adding another layer of government and it's costs is going to save us? The packet sent out paints a pretty picture, with grants, and possible funding options and oil money, but we need to realize, this is going to cost us more money and we will have less control of our government by being a part of this. I hope you all vote No.

I wish you all a Merry Christmas (or Happy Holidays if that is what you prefer). I appreciate all of the time you put in to help our town continue.

Brooke Johnson
200 Lake Ave
Cordova
253-7100

CITY OF CORDOVA



January 7, 2019

Douglas Vincent-Lang
Acting Commissioner, Alaska Department of Fish and Game
PO Box 115526
Juneau, Alaska, 99811-5526

RE: Collaboration on Effective Commissioner's Permit for Prince William Sound Tanner Crab

Dear Commissioner,

First, congratulations on your appointment as acting Commissioner of the Alaska Department of Fish and Game (Department). As the 13th largest seafood port in the United States by value of catch delivered over the last ten years (2007-2017), Cordova contributes significantly to the economic and social health of our great state. As the 2nd largest seafood consumer behind China, the U.S. imports over 90% of our seafood, creating a U.S. trade imbalance of \$15 Billion in seafood import/export placing it among the top five trade imbalances in our country, which further elevates the significance of PWS and Alaskan fisheries globally. We feel that our goals of sustainable yield and economic opportunity align with the Department's and look forward to working with you to improve our execution of these goals.

I have been extensively involved in the Prince William Sound Tanner Crab Commissioner's Permits over the past three years and dialogued with fishery stakeholders including the Department, Governor's Office, Board of Fisheries, Representative Stutes, and area fishermen, processors and production workers. My specific goals in this fishery are to improve trust between stakeholders and the Department, evaluate biomass for all user groups with a mayor's eye toward subsistence and commercial opportunity, and improve the efficient, cost-effective, and accurate collection and assessment of biological data to promote sound management for sustained yield.

There has been an inconsistency in communications and signals between the Department and stakeholders, and the ineffective communications and outreach are eroding trust and the efficiency of the process. I am deeply concerned that in response to the 2019 commissioner's permit announcement for PWS tanner crab, stakeholders are preparing emergency permit applications that would further undermine a collaborative environment.

There are many elements of the commissioner's permit that have been suggested by stakeholders with various levels of response by the Department. The primary frustration with the announcement is the limitation of the fishery to a seven-day period which can be effectively eliminated by one winter storm or series of high tides and contradicts the results of last year's fishery and recent positive signals and stated goals of the Department to legitimately assess the stocks; which is our understanding of the whole intent of a Commissioner's Permit. I would be glad to summarize the

CITY OF CORDOVA




specific areas where we feel like outreach and communication has broken down and offer suggestions to improve the Commissioner's Permit and the relationship between the Department and stakeholders. I feel that that conversation is more suited to a meeting environment and request a teleconference or video conference that includes the Department and stakeholders. While this small permit fishery might not seem to warrant this kind of attention, the extended benefits and opportunities arising out a successful collaboration on PWS Tanner Crab can put us on an efficient and productive path for all of our fisheries.

To summarize, we strongly encourage a reasonably long permit duration to meet the objective of a Commissioner's Permit: assessment of a resource for evaluation for establishment as a managed fishery. The importance of this permit both for its role in assessing tanner stocks and as a model for collaborations between the Department and stakeholders for other fisheries cannot be overstated. While we feel strongly that collaborating with the Department is the most efficient and effective way to determine the viability and parameters of a PWS tanner crab fishery, we are concerned that stakeholders are currently pursuing emergency permit provisions, Board of Fisheries petitions, or other legislative and/or administrative means to achieve their goal of executing a legitimate assessment of fisheries for commercial potential.

We respectfully request a meeting this week (due to our knowledge of your competing priorities in subsequent weeks) in person, by teleconference or videoconference to discuss this permit, how to best restore trust in this process, and ultimately, how this fishery can be best prosecuted to its fullest extent. We would like to work with you to develop an agenda and a list of recommended participants and would suggest you, Forrest Bowers, Jan Rumble, a processor representative (Preferably from Trident Seafoods as a participating processor last year and repeat processor this year), Representative Stutes, and Governor's Office representation. We are also reaching out to the Native Village of Eyak and Copper District Fisherman United (CDFU) to assure that we don't overlook any of their suggestions or concerns but are not suggesting their attendance.

Thank you for your consideration.

Sincerely,


Clay Koplin, Mayor
City of Cordova

CC: Representative Louise Stutes, House District 32
Forrest Bowers, Acting Director of Division of Commercial Fisheries, ADF&G
Jan Rumble, Fishery Biologist III, ADF&G
Mckenna O'Toole - Shellfish Seat, Gerry McCune Lobbyist, CDFU
Alan Lanning - Manager, John Bitney - Lobbyist, City of Cordova
Kerin Kramer, Executive Director, Native Village of Eyak



AGENDA ITEMS 18 & 19
City Council Meeting Date: 01/16/2019
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood, Interim Public Works Director
DATE: 01/05/2019
ITEM: Resolutions 01-19-01 & 01-19-02
NEXT STEP: Vote on resolutions

☐ ORDINANCE ☒ RESOLUTIONS
☐ MOTION ☐ INFORMATION

I. REQUEST OR ISSUE:

The attached resolutions are required for a complete Alaska Transportation Alternatives Program (ATAP) grant application. Resolution 01-19-01 satisfies these ATAP grant requirements

- That City Council authorizes an application to be submitted
- That the City of Cordova will commit to ownership and O&M of the structure
- That City Council authorizes the city manager to sign the application and future project agreements

Resolution 01-19-02 address the match requirement for the grant. The current match amount is written in at 10.03%. The 1% increase over the required 9.03% match does provides additional points. Although, this project meets the safety criteria of the grant, the link to safe routes to school portion is weak. Council may choose to increase the match amount by a percentage to raise the projects score.

Below is the cost estimated provided by Alaska Department of Transportation (ADOT). The \$417,000 cost includes a design phase in year one. At this time ADOT is providing an estimate that includes a complete redesign which would be the worst-case scenario. If the grant is awarded to the city, ADOT will evaluate the 2015 structural stair design from BBPM Engineers and do a site visit. At that time, ADOT will determine if the redesign is needed, ADOT is likely to incorporate the engineered plans into the design phase, which reduce the overall project costs. If the project cost comes in below the ADOT estimate, the difference in the match will be refunded to the city. Budgeting for the worst-case scenario, allows ADOT to have assurance in their cost estimate in the short time frame they must provide it for the grant application (required for the application). It will also eliminate the possible need for additional funding request.

The 1% increase to the 10% match scored 3 points, any additional increase in % will increase the score by .2 points. The current cost of the match at:

10.03% is \$41,825.10 = 3 points 11% \$45,995.1 = 3.2 points and so on.

Confirmed Project Estimate:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
Preliminary Engineering	85,000	52,000					137,000
Utilities		30,000					30,000
Right of Way							0
Construction		785,000					785,000
Total	85,000	867,000	0	0	0	0	952,000

Estimates are based on year 2018 dollars.

II. RECOMMENDED ACTION / NEXT STEP:

Staff suggest the following motions:

"I move to approve Resolution 01-19-01"

"I move to approve Resolution 01-19-02"

III. FISCAL IMPACTS: If grant is awarded the FY19 budget will include a match of \$41,825.10 and future maintenance cost will be incurred.

IV. BACKGROUND INFORMATION: On 11/28 the idea of the Cordova Center Stairs grant application was presented to Council. Council gave direction to move forward with the application and a 10.03% match. These resolutions are required for the application to be complete.

V. LEGAL ISSUES: none

VI. SUMMARY AND ALTERNATIVES: If these resolutions are not approved the application will not be submitted.

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-19-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA DECLARING THE ELIGIBILITY OF THE CITY OF CORDOVA TO SUBMIT AN APPLICATION TO THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (ADOT&PF) FOR USE OF TRANSPORTATION ALTERNATIVES PROGRAM FUNDS SET FOR BY MAP-21 FOR THE PROJECT “CORDOVA CENTER PEDESTRIAN CONNECTOR”, AND DECLARING THAT THE CITY OF CORDOVA WILL COMMIT TO OWNERSHIP/MANAGEMENT AND MAINTENANCE AND OPERATIONS OF THE PROJECT, AND AUTHORIZING THE CITY MANAGER TO SIGN THE APPLICATION AND FUTURE PROJECT AGREEMENTS.

WHEREAS, the City of Cordova is committed to seeking/developing safe routes for our citizens and continually improving the quality of life for Cordovans; and

WHEREAS, the City of Cordova has received notification of a funding opportunity from the Alaska Department of Transportation and Public Facilities to nominate projects through the Alaska Transportation Alternatives Program as outlined in ADOT&PF’s application packet for 2018-2020; and,

WHEREAS, the City of Cordova is an eligible project sponsor as outlined in the Alaska Department of Transportation and Public Facilities Transportation Alternatives Program; and,

WHEREAS, federal funds are available under a Transportation Alternatives Program, administered by Alaska Department of Transportation and Public Facilities, for creating and promoting the planning and development of transportation facilities and programs in Alaska; and,

WHEREAS, the City Council of the City of Cordova, does hereby authorize The City Manager to submit and sign an application to the Alaska Department of Transportation and Public Facilities for Alaska Transportation Alternatives Program funds on behalf of the citizens of City of Cordova.

WHEREAS, the City of Cordova, hereby assures the Alaska Department of Transportation and Public Facilities that the local government agency will commit to ownership/management and maintenance and operations responsibilities and that sufficient funding for the “Cordova Center Pedestrian Connector” project will be available for the life of the project.

WHEREAS, after appropriate public input and due consideration, the City Council of the City of Cordova, has recommended that an application be submitted to the State of Alaska for the construction of a pedestrian connector between the harbor retail area, the Cordova Center and Main Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council declares the eligibility of the City of Cordova to submit an application to the Alaska Department of Transportation and Public Facilities (ADOT&PF) for use of transportation alternatives program funds set for by map-21 for the project “Cordova Center Pedestrian Connector”, that the City of Cordova will commit to ownership/management and maintenance and operations of the project, and authorizes the City Manager to sign the application and future project agreements.

PASSED AND APPROVED THIS 16th DAY OF JANUARY 2019

Clay R. Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-19-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING EXPENDITURE OF AN AMOUNT NOT TO EXCEED \$41,825.10 TO PROVIDE
THE REQUIRED MATCH FOR THE ALASKA TRANSPORTATION ALTERNATIVES PROGRAM
(ATAP) GRANT "CORDOVA CENTER PEDESTRIAN CONNECTOR PROJECT".**

WHEREAS, the City of Cordova is committed to seeking/developing safe routes for our citizens and continually improving the quality of life for Cordovans; and

WHEREAS, currently, visitors, school children and residents walking for either recreation, educational or business purposes between the harbor and the Cordova Center must walk on a steep partially graveled trail that is used as a snow dump in the winter or use Railroad Avenue to access Main Street; and

WHEREAS, there is significant need for a safe year around walking route between the harbor and Main Street for the children and adults who use this route to access the harbor retail areas, City pool, City library and museum in the Cordova Center, and all other destinations on Main Street in the Central Business District; and

WHEREAS, the City of Cordova has received notification of a funding opportunity from the Alaska Department of Transportation and Public Facilities to nominate projects through the Alaska Transportation Alternatives Program as outlined in ADOT&PF's application packet for 2018-2020; and

WHEREAS, the City of Cordova is an eligible project sponsor as outlined in the Alaska Department of Transportation and Public Facilities Transportation Alternatives Program; and

WHEREAS, federal funds are available under a Transportation Alternatives Program, administered by Alaska Department of Transportation and Public Facilities, for creating and promoting the planning and development of transportation facilities and programs in Alaska; and

WHEREAS, the City of Cordova, acknowledges the required match of 9.03% and is willing to commit to a 10.03% match; and

WHEREAS, after appropriate public input and due consideration, the City Council of the City of Cordova, has recommended that an application be submitted to the State of Alaska for the construction of a pedestrian connector between the harbor and the Cordova Center at Main Street.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby authorizes expenditure of an amount not to exceed \$41,825.10 to provide the required match for the Alaska Transportation Alternatives Program (ATAP) grant "Cordova Center Pedestrian Connector Project".

PASSED AND APPROVED THIS 16th DAY OF JANUARY 2019

Clay R. Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEMS 20 & 21
City Council Meeting Date: 01/16/2019
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood, Interim Public Works Director
DATE: 01/05/2019
ITEM: Resolutions 01-19-03 & 01-19-04
NEXT STEP: Vote on resolutions

☐ ORDINANCE ☒ RESOLUTIONS
☐ MOTION ☐ INFORMATION

I. REQUEST OR ISSUE:

The attached resolutions are required for a complete Alaska Transportation Alternatives Program (ATAP) grant application. Resolution 01-19-03 satisfies these ATAP grant requirements

- That City Council authorizes an application to be submitted
- That the City of Cordova will commit to ownership and O&M of the structure
- That City Council authorizes the city manager to sign the application and future project agreements

Resolution 01-19-04 address the match requirement for the grant. The current match amount of \$95,485.60 is 10.03% of the total project cost. The 1% increase over the required 9.03% match does provides additional points. This project scores well on criteria such as safety and safe routes to school, it does lack in other criteria such as intrinsic qualities. Council may choose to increase the match amount by a percentage to raise the projects score.

The 1% increase to the 10% match scored 3 points, any additional increase in % will increase the score by .2 points. The current cost of the match at 10.03% is \$95,485.60 = 3 points, 11% would be \$105, 005.60 = 3.2 points and so on.

Below is the cost estimated provided by Alaska Department of Transportation (ADOT) for Seventh Street. The project is spread over two years, the first year of preliminary engineering includes ROW survey, utilities, evaluation of existing infrastructure development of design and engineers estimate. Year two would be bid out to the public and construction.

Confirmed Project Estimate:	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
Preliminary Engineering	85,000	52,000					137,000
Utilities		30,000					30,000
Right of Way							0
Construction		785,000					785,000
Total	85,000	867,000	0	0	0	0	952,000

Estimates are based on year 2018 dollars.

II. RECOMMENDED ACTION / NEXT STEP:

Staff suggest the following motions:

"I move to approve Resolution 01-19-03"

"I move to approve Resolution 01-19-04"

III. FISCAL IMPACTS: If grant is awarded the FY19 budget will include a match of \$95,485.60 and future maintenance cost will be incurred.

IV. BACKGROUND INFORMATION: On 11/28 the idea of the 6th, 7th and Adams grant application was presented to Council. At this meeting the estimated cost was 1.83 million. Council gave direction to move forward an application for the 1.83-million option with a 10.03% match of \$183,549.00.

After meeting with ADOT and discussing the project and the total funds available for the ATAP grant award the project was scaled down to Seventh street only. The total ATAP amount being awarded to rural areas is 2.6 million, it was thought that scaling down to the application to Seventh Street only would make the application more competitive. These resolutions are required for the application to be complete.

V. LEGAL ISSUES: none

VI. SUMMARY AND ALTERNATIVES: If these resolutions are not approved the application will not be submitted.

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-19-03**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA DECLARING THE ELIGIBILITY OF THE CITY OF CORDOVA TO SUBMIT AN APPLICATION TO THE ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (ADOT&PF) FOR USE OF TRANSPORTATION ALTERNATIVES PROGRAM FUNDS SET FOR BY MAP-21 FOR THE PROJECT “SEVENTH STREET ADA SIDEWALKS AND DRAINAGE IMPROVEMENTS”, AND THAT THE CITY OF CORDOVA WILL COMMIT TO OWNERSHIP/MANAGEMENT AND MAINTENANCE AND OPERATIONS OF THE PROJECT, AND AUTHORIZING THE CITY MANAGER TO SIGN THE APPLICATION AND FUTURE PROJECT AGREEMENTS.

WHEREAS, the City of Cordova is committed to seeking/developing safe routes for our citizens and continually improving the quality of life for Cordovans; and

WHEREAS, the City of Cordova has received notification of a funding opportunity from the Alaska Department of Transportation and Public Facilities to nominate projects through the Alaska Transportation Alternatives Program as outlined in ADOT&PF’s application packet for 2018-2020; and

WHEREAS, the City of Cordova is an eligible project sponsor as outlined in the Alaska Department of Transportation and Public Facilities Transportation Alternatives Program; and

WHEREAS, federal funds are available under a Transportation Alternatives Program, administered by Alaska Department of Transportation and Public Facilities, for creating and promoting the planning and development of transportation facilities and programs in Alaska; and

WHEREAS, the City Council of the City of Cordova, does hereby authorize The City Manager to submit and sign an application to the Alaska Department of Transportation and Public Facilities for Alaska Transportation Alternatives Program funds on behalf of the citizens of City of Cordova.

WHEREAS, the City of Cordova, hereby assures the Alaska Department of Transportation and Public Facilities that the local government agency will commit to ownership/management and maintenance and operations responsibilities and that sufficient funding for Seventh Street ADA Sidewalks and Drainage Improvements will be available for the life of the project; and

WHEREAS, after appropriate public input and due consideration, the City Council of the City of Cordova, has recommended that an application be submitted to the State of Alaska for the construction of ADA sidewalks and Drainage Improvements on Seventh Street.

NOW, THEREFORE, BE IT RESOLVED the City Council declares the eligibility of the City of Cordova to submit an application to the Alaska Department of Transportation and Public Facilities (ADOT&PF) for use of transportation alternatives program funds set for by map-21 for the project “Seventh Street ADA Sidewalks and Drainage Improvements”, that the City of Cordova will commit to ownership/management and maintenance and operations of the project, and authorizes the City Manager to sign the application and future project agreements.

PASSED AND APPROVED THIS 16th DAY OF JANUARY 2019

Clay R. Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-19-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING EXPENDITURE OF AN AMOUNT NOT TO EXCEED \$95,485.60 TO PROVIDE
THE REQUIRED MATCH FOR THE ALASKA TRANSPORTATION ALTERNATIVES PROGRAM
(ATAP) GRANT "SEVENTH STREET ADA SIDEWALKS AND DRAINAGE IMPROVEMENTS
PROJECT".**

WHEREAS, the City of Cordova is committed to seeking/developing safe routes for our citizens and continually improving the quality of life for Cordovans; and

WHEREAS, currently, visitors, school children and residents walking for either recreation or educational purposes must walk on the road shoulder of Seventh Street which is adjacent to motorized traffic and can be at times unsafe; and

WHEREAS, there is significant need for a safe year around walking route between Seventh Street and Lake Avenue which is the main walking connection to Schools, City library, Cordova Center, and all other destinations on Main Street; and

WHEREAS, the City of Cordova has received notification of a funding opportunity from the Alaska Department of Transportation and Public Facilities to nominate projects through the Alaska Transportation Alternatives Program as outlined in ADOT&PF's application packet for 2018-2020; and

WHEREAS, the City of Cordova is an eligible project sponsor as outlined in the Alaska Department of Transportation and Public Facilities Transportation Alternatives Program; and

WHEREAS, federal funds are available under a Transportation Alternatives Program, administered by Alaska Department of Transportation and Public Facilities, for creating and promoting the planning and development of transportation facilities and programs in Alaska; and

WHEREAS, the City of Cordova, acknowledges the required match of 9.03% and is willing to commit to a 10.03% match; and

WHEREAS, after appropriate public input and due consideration, the City Council of the City of Cordova, has recommended that an application be submitted to the State of Alaska for the construction of ADA sidewalks and drainage improvements on Seventh Street; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby authorizes expenditure of an amount not to exceed \$95,485.60 to provide the required match for the "Seventh Street ADA Sidewalks and Drainage Improvements Project".

PASSED AND APPROVED THIS 16th DAY OF JANUARY 2019

Clay R. Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM # 22

City Council Meeting Date: 1/16/19

CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff

DATE: 1/9/19

ITEM: Performance Deed of Trust Extension for Dan Nichols

NEXT STEP: Vote on Motion

☐ INFORMATION
☒ MOTION
☐ RESOLUTION
☐ ORDINANCE

I. REQUEST OR ISSUE:

Dan Nichols's Performance Deed of Trust has expired, and council needs to decide whether to extend.

II. RECOMMENDED ACTION / NEXT STEP:

Vote on motion to extend the substantial completion date of the Performance Deed of Trust.

"I move to extend Dan Nichols's Performance Deed of Trust substantial completion date to (insert date)."

III. FISCAL IMPACTS:

When the building is completed, the assessed value of the property will increase.

If the motion fails, the foreclosure process would be initiated by the city which at a minimum would recover

liquidated damages of \$30,000.

IV. BACKGROUND INFORMATION:

8/27/13 - Performance Deed of Trust signed.

2/15/17 – City Council extended the substantial completion date with the following terms:

1. Site plan review completed by 5/1/17
2. A Fire and Life Safety application has been filed 5/1/17
3. Substantial completion by 9/1/17

4/5/17 – Site Plan Review approved. Fire and Life Safety Plan Review application filed.

9/20/17 - City Council extended the substantial completion date to 7/1/18.

7/9/18 – State Fire Marshal informed city that a foundation permit had been issued for the project, and that they needed additional building information prior to issuing an approved Plan Review for the whole building.

8/15/18 – City Council extended the substantial completion date to 12/1/18.

12/17/18 – Certified letter mailed to Dan Nichols informing him that the City Council would consider whether to extend substantial completion date at the 1/16/19 Regular Meeting.

V. LEGAL ISSUES:

Foreclosure would require legal work.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VII. SUMMARY AND ALTERNATIVES:

Extend the substantial completion date or initiate the foreclosure process.



AGENDA ITEM # 23
City Council Meeting Date: 1/16/19
CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff
DATE: 1/9/19
ITEM: Proposal for Lot 1, USS 4606 (Power Creek Lot)
NEXT STEP: Review Proposal and Possibly Award Property

☐ INFORMATION
☒ MOTION

☐ RESOLUTION
☐ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Review proposal
Legal Description: Lot 1, USS 4606
Property Address: Power Creek Road
Area: 22,651 sq. ft.
Zoning: Low Density Residential
Attachments: Proposal Packet (The packet distributed to potential proposers)
Proposal from Tania Harrison

The request for proposals for this property began November 21st and ended December 28th at 10 AM. The city received one proposal for the property. Attached is the full proposal packet and the proposal. The proposed purchase price is \$45,000.

Per the Request for Proposals for the property: "The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposer deemed most advantageous to the City of Cordova."

II. RECOMMENDED ACTION / NEXT STEP:

"I move to approve the proposal from Tania Harrison for Lot 1, USS 4606."

III. FISCAL IMPACTS:

The city would get lease revenue from disposal.

IV. BACKGROUND INFORMATION:

9/4/18 – Tania Harrison submitted a letter of interest for Lot 1, USS 4606.

9/11/18 – The Planning Commission recommended disposing the lot by requesting sealed proposals. From the approved minutes of the meeting:

M/Pegau S/Bolin to recommend to City Council to dispose of Lot 1, USS 4606 as outlined in Cordova Municipal Code 5.22.060 B by requesting sealed proposals to lease or purchase the property.

Pegau said the lot had come up before and by putting it out for proposals, they will get an idea of the level of interest. He knows that there is concern about access to the surrounding land, but he is convinced there are other ways of access. **Bolin** said that there seems to be controversy about access, but he thinks that where there is a will there is a way. If someone wants to invest in Cordova and build a home, it's a good idea. **Bird** said she was in favor of the motion and she would be open to including the access easement, but they could leave it to City Council to decide. **McGann** said he agreed with the motion. He verified with **Greenwood** that the cost for advertising is \$600, but the purchaser pays for that amount.

Upon voice vote, motion passed 4-0.

Yea: McGann, Pegau, Bird, Bolin

Absent: Baenen, Roemhildt

12/21/18 – City Council moved to request sealed proposals for the property. From the approved minutes:

M/Allison S/Jones to dispose of Lot 1, USS 4606 as outlined in Cordova Municipal Code 5.22.060 B by 4. Requesting sealed proposals to lease or purchase the property.

Allison said this has been discussed for a while and last we left it we would put it out if someone started the process with a letter of interest. He is in favor of advertising for proposals. **Jones** and **Burton** and others (**Meyer**, **Guard**, **Allison**) discussed the merits of an easement, as had come up in the past that this lot has been said to be the best means to access a large City owned lot behind it.

M/Wiese S/Meyer to amend the motion by requiring an access easement within the RFP.

Jones was not in favor, wants to grow the pie, increase our taxable value.

Vote on the motion to amend: 3 yeas (Burton, Wiese, Meyer), 3 nays (Jones, Allison, Guard), 1 absent (Schaefer). Motion fails.

Vote on the main motion: 5 yeas, 1 nay, 1 absent. Meyer-yes; Allison-yes; Wiese-yes; Schaefer-absent; Guard-yes; Burton-no; and Jones-yes. Motion was approved.

1/8/19 – The Planning Commission recommended City Council approve the proposal from Tania Harrison. The following is a summary of the meeting:

M/Roemhildt S/Bird to recommend City Council approve the proposal from Tania Harrison for Lot 1, USS 4606.

Roemhildt said that he would like to see the land go to someone who wants to build, so he is in favor of the proposal. **Bird** said she found the proposal complete and she sees no reason not to go forward. She understands that the proposer is going to have to figure out access through the lot in front. She said that **Stavig** informed her that the final timeframes in the lease agreement get negotiated with the proposer once the proposal is approved, so that the align with what the proposal's timeframes are. **Bolin** said the proposal looks good to him, and if someone wants to build a house and invest in the community, he is all for it.

Baenen said he was also in favor, but he is still a little concerned about access to the larger lot behind Lot 1. **McGann** said he thought the lot in front could probably get worked out. **McGann** said with the criteria, his total came low, but that was due to the fact that some of the criteria don't apply to residential development. **Bird** said that for "value of improvements," "importance to community," "enhanced architectural design," and "consistency with the comprehensive plan" the proposal ranks high. **Baenen** said that the more houses in town, the better. **Roemhildt** said that the "proposal price" was spot on and the

“value of improvements” would be high since the land is currently not being used. **McGann** said that housing is important to the community and the five-year plan seemed doable. The proposal was consistent with the comprehensive plan as he has always heard they need more housing.

Stavig said that if the commission passes the motion, it goes to City Council. If council approves the proposal, then the staff and proposer negotiate the lease and it goes to City Council for final approval. **Stavig** said the section line easement is owned by the state and that there is a way of getting it vacated.

Upon voice vote, motion passed 5-0.

Yea: **McGann, Baenen, Roemhildt, Bird, Bolin**

Absent: **Pegau, Lohse**

Applicable Code:

Section 5.22.060 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.

D. A request for proposals to lease or purchase city real property shall specify the criteria upon which proposals will be evaluated and the minimum rent or purchase price. All proposals submitted in response to a request for proposals shall be reviewed by the planning commission, which shall make a recommendation to the city council to accept or decline any or all of the proposals. The city council shall review the proposals and the planning commission's recommendation and accept or decline any of the proposals.

Section 18.20.010 – ZONING – R LOW DENSITY RESIDENCE DISTRICT – Permitted uses.

The following uses are permitted in the R low-density district:

A. One-family, two-family and three-family dwellings;

B. Boardinghouses;

C. Truck gardening, the raising of bush and tree crops, flower gardening, and the use of greenhouses;

D. Home occupations;

E. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;

F. Required off-street parking.

A single-family home is a permitted use in the district.

V. LEGAL ISSUES: N/A

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: N/A

VII. SUMMARY AND ALTERNATIVES:

City Council could choose to not approve the proposal.

CITY OF CORDOVA



Request for Proposals (RFP) for Lot 1, USS 4606

The City of Cordova is requesting proposals for Lot 1, USS 4606. The lot is 22,651 square feet and is zoned Low Density Residential. Proposals are due December 28th, 2018 at 10 AM.

INFORMATION TO PROPOSERS

The fair market value for Lot 1, USS 4606 is **\$43,860.00** and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, the proposal amount shall be the amount paid.

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposer is not awarded the property, the city will reimburse the deposit to the proposer. The deposit from the proposer awarded the property will be credited to costs associated with the disposal, even if the disposal is not completed.

The proposer shall be responsible for all fees and costs the city incurred in the transaction, including without limitation costs of appraisal, title reports, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per CMC 5.22.100.

The attached **Lease with Option to Purchase** is a template for the agreement that will be negotiated with the proposer that is awarded the property. The total proposed price will be used to determine the lease rate.

Prior to executing the Lease with Option to Purchase, a title report will be ordered on the property, at the proposer's expense, and will be provided to the proposer. The city is aware of a section line easement on the property as shown in Attachment E. This area may not be developed unless the easement is vacated. The title report may show additional easements or other considerations, which the proposer is responsible for understanding.

The ownership of the lot southeast of Lot 1 that appears in the Power Creek Road right of way is unknown. A title report of this lot will also be ordered at the proposer's expense to determine the ownership of the lot. Proposer is responsible for obtaining legal access through this lot, if needed.

Proposers must comply with the provisions of the attached chapter of City Code for the **Low Density Residence District**. Proposer must comply with all other applicable zoning requirements, such as off-street parking.

Proposer will be required to connect to city water at their expense.

Power Creek Road is a State-owned road. Proposer must comply with all Alaska Department of Transportation requirements, including obtaining a driveway permit.

The city may issue addenda to this RFP. Addenda will be posted on the City Webpage with this RFP. **It is the responsibility of the proposer to ensure receipt of all addenda.**

The city will consider all proposals for the property subject to any applicable laws and regulations, including Chapter 5.22 of the Cordova Municipal Code (CMC).

The Planning Commission will review all submitted proposals. The Planning Commission will then make a recommendation to the City Council. The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposer deemed most advantageous to the City of Cordova.

For additional information or questions about the land disposal process, contact the City Planning Department at 424-6220, planning2@cityofcordova.net, or stop by in person.

ADDITIONAL REQUIRED INFORMATION

Please include with your proposal information that addresses the following items and any additional information which you wish to provide.

1. Describe the proposed development in detail.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. Describe the benefit of the proposed development to the community.
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?

ATTACHMENTS

Attachment A: Criteria used when evaluating each submitted proposal.

Attachment B: Location maps showing the subject property with a scale.

Attachment C: The property parcel with measurements.

Attachment D: Cordova Municipal Code – R Low Density Residence District

Attachment E: Section Line Easement Drawing

Attachment F: Sample Lease with Option to Purchase Agreement

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by December 28th, 2018 at 10 AM.

Property: Lot 1, USS 4606

Name of Proposer: _____

Name of Organization: _____

Address: _____ Phone #: _____

_____ Email: _____

Proposed Price \$ _____

SUBMITTAL OF PROPOSAL

Please mail proposals to: City of Cordova
 Attn: Planning Department
 P.O. Box 1210
 Cordova, Alaska 99574

Or email proposals to planning2@cityofcordova.net. The email subject line shall be “Proposal for Lot 1, USS 4606,” and the proposal shall be attached to the email as a PDF file.

Or deliver your proposal to the front desk at City Hall.

Proposals received after December 28th, 2018 at 10 AM will not be considered.

Attachment A

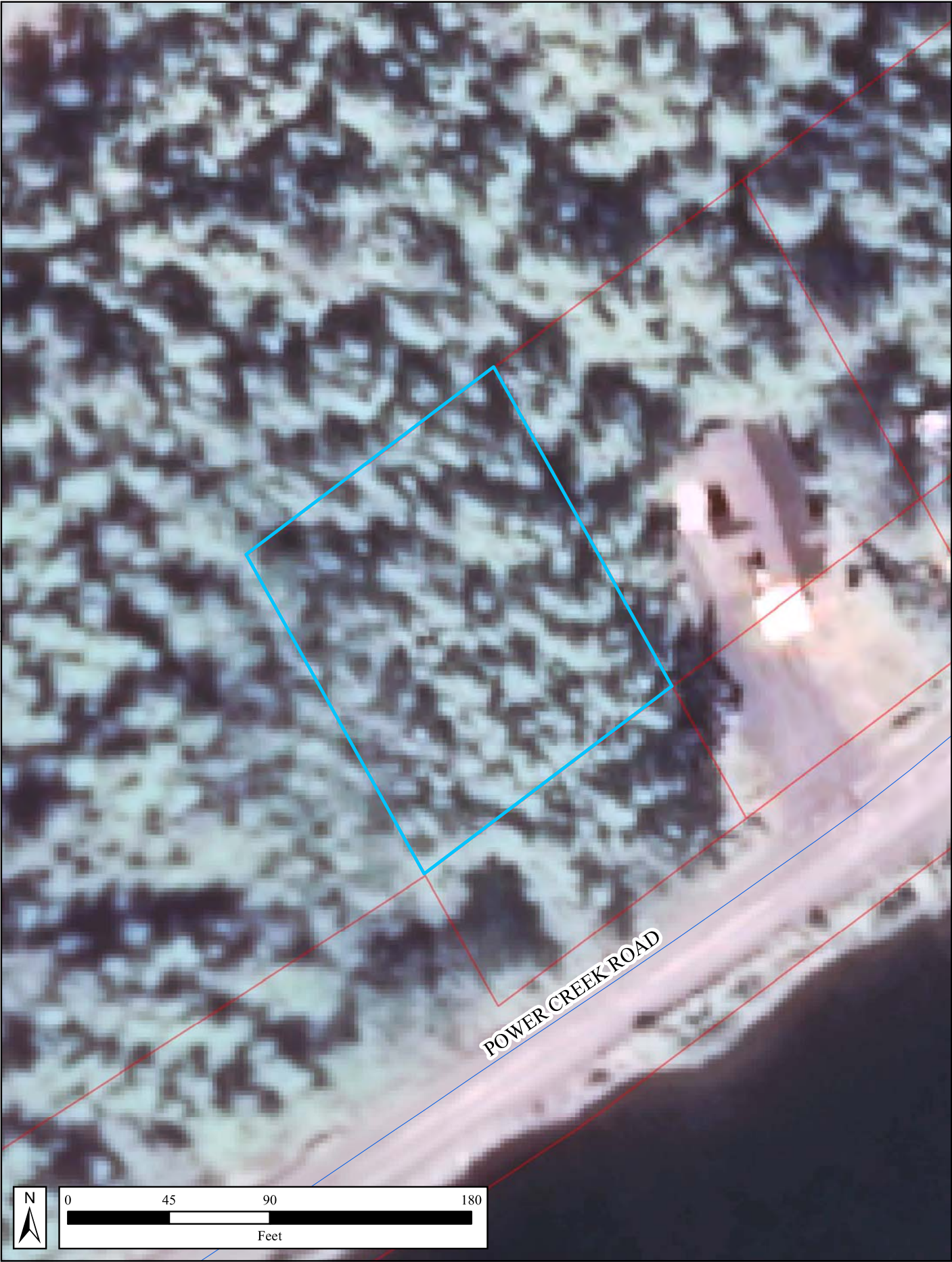
Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

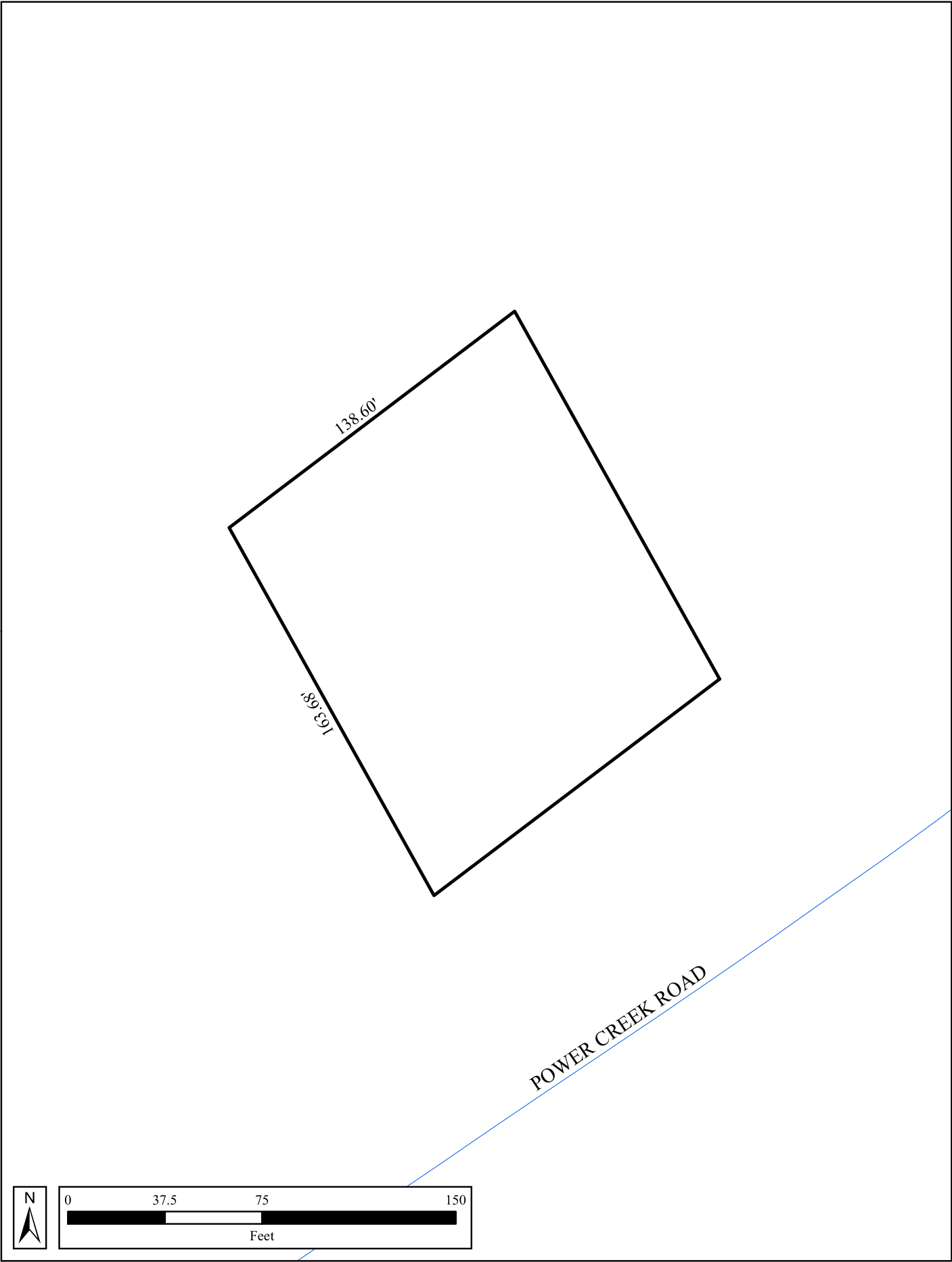
Only criteria applicable to a residential zoning district will be used.

Final Land Disposal Evaluation Criteria

Criteria	Multiplier	Proposal Rank 1-10	Subtotal for Proposal
Value of improvements	1.75		
Number of Employees	1		
Sales Tax Revenue	1		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1.25		
Proposal Price	1.5		
Consistency with Comprehensive Plan	1		
Total	10		







Attachment D

Chapter 18.20 - R LOW DENSITY RESIDENCE DISTRICT

Sections:

18.20.010 - Permitted uses.

The following uses are permitted in the R low-density district:

- A. One-family, two-family and three-family dwellings;
- B. Boardinghouses;
- C. Truck gardening, the raising of bush and tree crops, flower gardening, and the use of greenhouses;
- D. Home occupations;
- E. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;
- F. Required off-street parking.

(Prior code § 15.204.1(A)).

18.20.020 - Building height limit.

The maximum building height in the R low density district shall be two and one-half stories but shall not exceed thirty-five feet.

(Prior code § 15.204.1(B)).

18.20.030 - Lot area.

- A. The minimum lot area in the R low-density district shall be four thousand square feet and the minimum lot width shall be forty feet.
- B. The minimum lot area in the R low density district for dwellings shall be:
 - 1. For a one—family dwelling, four thousand square feet per dwelling unit.
 - 2. For a two-family and three-family dwelling, two thousand square feet per dwelling unit.

(Prior code § 15.204.1(C)).

18.20.040 - Front yard.

There shall be a front yard in the R low density district of not less than ten feet from curb line.

(Prior code § 15.204.1(D)).

18.20.050 - Rear yard.

There shall be a rear yard in the R low density district of not less than twenty-five percent of the depth of the lot, but such yard need not exceed fifteen feet.

Attachment D

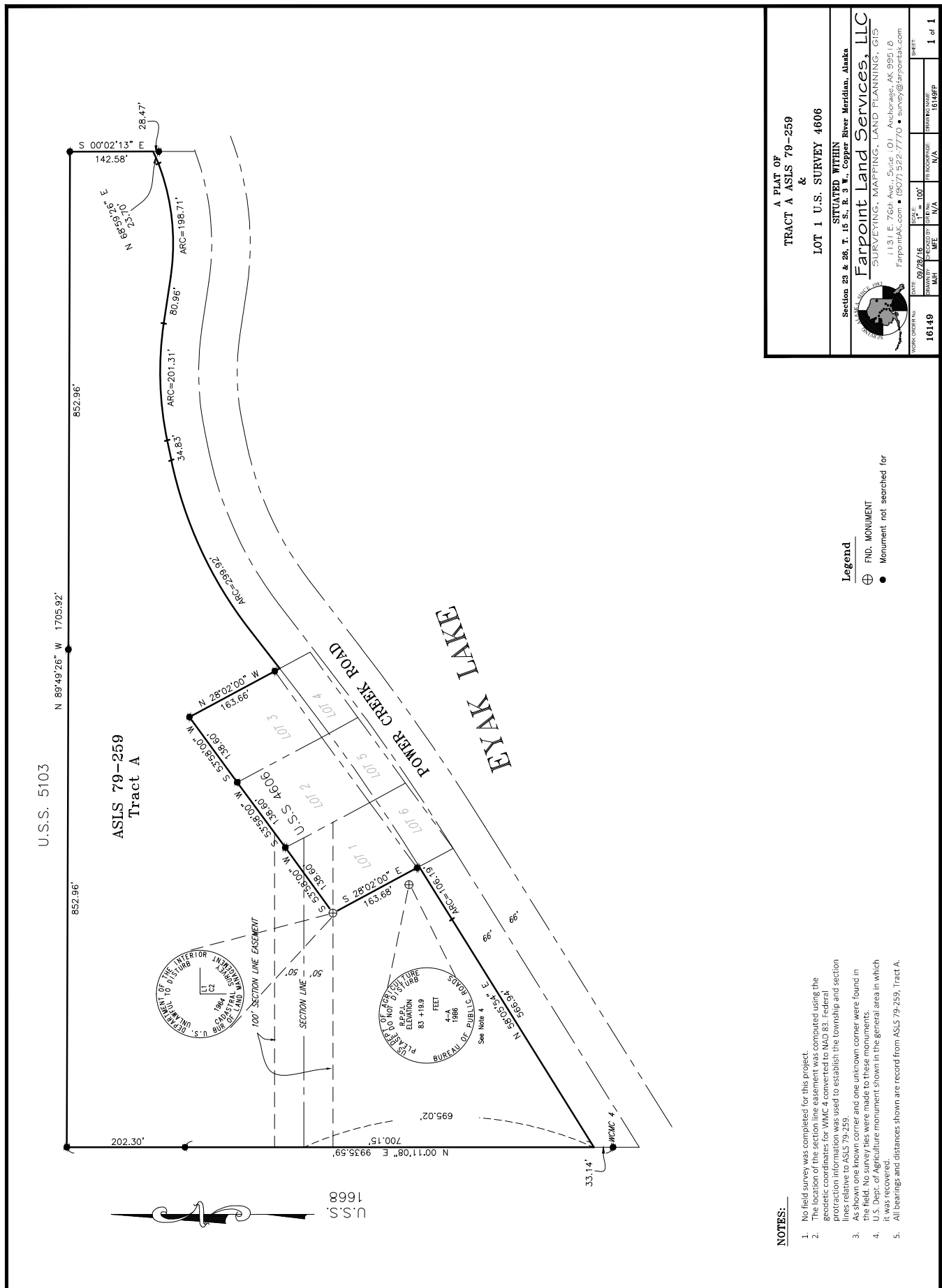
(Prior code § 15.204.1(F)).

18.20.060 - Side yard.

- A. There shall be a side yard in the R low density district of not less than five feet. The minimum side yard on the street side of a corner lot shall be ten feet.
- B. The following additional requirements shall apply to two-family and three-family dwellings in the R low density district:

In case the building is so located on the lot that the rear thereof abuts one side yard and front abuts the other, the side yard along the rear of the building shall have a minimum width of twelve feet and the side yard along the front of the building shall have a minimum width of eighteen feet.

(Prior code § 15.201.1(L)).



Terms Highlighted in Yellow will be negotiated after award and other sections may be considered in the negotiation process.

**CITY OF CORDOVA
Cordova, Alaska**

LEASE WITH OPTION TO PURCHASE

This LEASE WITH OPTION TO PURCHASE ("Lease") is made by and between the CITY OF CORDOVA, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and XXXXXXXX., an Alaska corporation ("Lessee").

RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska generally described as XXXXXX, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises");

WHEREAS, Lessee desires to lease the Property from the City (the "Premises") from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the Premises and the parties' mutual covenants, it is agreed as follows:

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City leases to Lessee, and Lessee leases from the City, the Premises, as described above and illustrated in Exhibit A, attached and incorporated into this Lease.

2. LEASE TERM

The Lease Term will be (XX) years, commencing on _____, 20XX, (the "Commencement Date") and terminating at 11:59 p.m. on _____, 20XX, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

3. RENT

A. Base Rent. The annual rent for the first ten years of the Lease Term will be XXXX Hundred Dollars and nine cents (\$XXXX) or XXX Dollars (\$XXX) in twelve monthly installments ("Base Rent"). Base Rent is due on the first day of each calendar month during the Lease Term. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 22.E of this Lease, or at any other place the City directs in

writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and will pay, before delinquency and without reimbursement, all costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including, without limitation, those costs, expenses, and obligations identified in Section 8 and all other sums, costs, expenses, taxes, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (collectively the "Additional Charges").

Without limiting in any way Lessee's payment obligations, the City will have the right, but not the obligation, at all times during the Lease Term, to pay any charges levied or imposed upon the Premises that remain unpaid after they have become due and payable, and that remain unpaid after reasonable written notice to Lessee. The amount paid by the City, plus the City's expenses, shall be Additional Charges due from Lessee to the City, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by the City until repayment thereof by Lessee.

C. Late Fee. Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; the charge shall be considered liquidated damages and shall be due and payable as Additional Charges. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.

D. Adjustment of Base Rent. Beginning on the tenth anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year, except the first Base Rent adjustment, which will occur on the tenth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from 2015 to the then-current year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect the Premises. The City shall not be liable in any

manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents

B. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 10.B of this Lease) to be brought upon, kept, or used in, on, or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on, or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

C. Lessee's Acceptance of Premises. Lessee has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including, but not limited to, the condition of the Premises or its suitability or fitness for any use Lessee may make of the Premises. Lessee accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent, or employee of the City relating to or in furtherance of the Lease or the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, are suitable or usable for any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute 9.65.070, or any amendment thereto..

5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

A. Development Plan. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached site development plan by Lessee will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. The Lease does not confer any approval from the Cordova Planning Commission regarding the site development plan or substitute for any approval process required in Cordova Municipal Code. Rather it is Lessee's responsibility to ensure the site development plan complies with all city code requirements and procedures.

B. Substantial Completion. Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by _____, 20XX, which is ten (10) years after the Lease's Commencement Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), whose footprint is outlined in the site development plan, including its structure,

façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Lessee has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Lessee fails to substantially complete the construction of the project set forth in the site development plan by _____, 20XX, Lessee will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 13.

6. REPRESENTATIONS AND WARRANTIES

Lessee represents and warrants to the City that Lessee is not delinquent in the payment of any obligation to the City, and that Lessee has not previously breached or defaulted in the performance of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured.

7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

Lessee shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent may be withheld in the City's absolute discretion..

8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES, & ASSESSMENTS

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (i) maintaining and repairing the Premises and shall not commit or allow any waste upon the Premises; (ii) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (iii) all utilities and services needed for Lessee's use of the Premises; (iv) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments when due, including, but not limited to, all utility bills and special assessments levied and unpaid as of the Commencement Date or hereafter levied for public improvements; (v) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (vi) all real property taxes, personal property taxes, and sales taxes related to the Premises or Lessee's use or occupancy thereof; and (vii) any taxes on the leasehold interest created under this Lease.

9. LIENS

Lessee will suffer no lien or other encumbrance to attach to the Premises, including, without limitation, mechanic's or materialman's liens, sales tax liens under Cordova Municipal Code 5.40.125, or property tax liens under Cordova Municipal Code 5.36.260. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.

10. INDEMNIFICATION

A. General Indemnification. Lessee shall defend, indemnify, and hold the City 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 to Lessee's occupation or use of the Premises or the occupation or use of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, or invitees, including, but not limited, to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorneys' fees. In the event that such a lien is recorded against the Premises, Lessee shall, at Lessee's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

B. Environmental Indemnification. The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee releases the City 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) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee'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 Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee 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 Premises by Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any 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 Premises, 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; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on

the Premises by Lessee or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives.

As used in this Lease, "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.

11. INSURANCE

Lessee shall procure and maintain, at Lessee's sole cost and expense, the following policies of insurance with a reputable insurance company or companies satisfactory to the City:

A. Commercial General Liability. Commercial general liability insurance in respect of the Premises and the conduct of Lessee's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;

B. Property Insurance. Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such commercially reasonable terms and consistent with the customary commercial coverages in the city of Cordova;

C. Personal Property Insurance. Personal property insurance covering Lessee's trade fixtures, furnishings, equipment, and other items of personal property, as soon as such items are located on the Premises; and

D. Workers' Compensation Insurance. Workers' compensation insurance and other insurance as required by law.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Before commencement of the Lease Term, Lessee shall provide the City with proof of the insurance required by this Section 11, except where noted above.

12. OWNERSHIP AND REMOVAL OF THE FACILITIES

Unless Lessee exercises its Option (defined in Section 21) (in which case all improvements made by Lessee shall continue to be owned by Lessee), the facilities on the Premises are and shall remain the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the

option of the City, title to and ownership of the facilities shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its option, and without cost or charge to the City. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

But upon expiration or earlier termination of this Lease, Lessee shall remove from the Premises, at Lessee's sole expense, all of the facilities or the portion thereof that the City designates must be removed. In such event, Lessee shall repair any damage to the Premises caused by the removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All facilities which are not promptly removed by Lessee pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses.

Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the Lease Term will remain Lessee's property and upon expiration or earlier termination of this Lease, Lessee must remove these items and all contaminated soil and other material from the Premises, at Lessee's sole expense.

13. DEFAULT AND REMEDIES

A. Default. The occurrence of any of the following shall constitute a default and a breach of this Lease by the Lessee:

i. The failure to make payment when due of any Base Rent, Additional Charges, or of any other sum herein specified to be paid by the Lessee if such failure is not cured within ten (10) days after written notice has been given to Lessee;

ii. The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including, but not limited to, any real property, personal property, or sales tax if such failure is not cured within thirty (30) days after written notice has been given to Lessee;

iii. Lessee's failure to substantially complete the site development plan, as required by Section 5;

iv. An assignment for the benefit of Lessee's creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed,

Attachment F

vacated, or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing, or other initial event;

v. The appointment of a receiver or a debtor-in-possession to take possession of the Premises (or any portion thereof); Lessee's interest in the leasehold estate (or any portion thereof); or Lessee's operations on the Premises (or any portion thereof), by reason of Lessee's insolvency;

vi. The abandonment or vacation of the Premises continues for a period of three (3) months of any consecutive four (4) month period during the Lease Term; notwithstanding the foregoing, leaving the Premises vacant pending development of improvements shall not be deemed abandonment;

vii. Execution, levy, or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

viii. The breach or violation of any statutes, laws, regulations, rules, or ordinances of any kind applicable to Lessee's use or occupancy of the Premises if such breach or violation continues for a period of thirty (30) days or longer; or

ix. The failure to observe or perform any covenant, promise, agreement, obligation, or condition set forth in this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice has been given to Lessee, or if the default is of a nature that it cannot be cured within thirty (30) days, then a cure is commenced within thirty (30) days and diligently prosecuted until completion, weather and *force majeure* permitting. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly elects so in the notice.

B. Remedies. If the Lessee breaches any provision of this Lease, in addition to all other rights and remedies the City has at law or in equity, the City may do one or more of the following:

i. Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal;

ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's expense, all without service of notice or resort to legal process, which Lessee waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Lessee's default. If Lessee does not immediately

surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises with process of law and without a breach of the peace and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

iii. Declare this Lease terminated;

iv. Recover, whether this Lease is terminated or not, reasonable attorneys' fees and all other expenses incurred by the City by reason of the default or breach by Lessee, less any rents received in mitigation of Tenant's default (but City is not under any duty to relet Premises);

v. Recover an amount to be due immediately upon breach equal to the sum of all Base Rent, Additional Charges, and other payments for which Lessee is obligated under the Lease;

vi. Recover the costs of performing any duty of Lessee in this Lease; or

vii. Collect any and all rents due or to become due from subtenants or other occupants of the Premises

14. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Premises or for any injury caused thereby to Lessee's, any sub-lessee's, or any other person's property. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of a washout, subsidence, avulsion, settling, or reliction.

15. VACATION BY LESSEE

Upon the expiration or sooner termination of this Lease, Lessee shall peaceably vacate the Premises and the Premises shall be returned to the City by Lessee together with any alterations, additions, or improvements, unless the City requests that they be removed from the Premises. Upon such vacation, Lessee shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed, or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for these expenses.

16. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensating Lessee or any other party, including the right of ingress and egress to and from the Premises for the construction,

operation, and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises, and provided further that the City's designation will not unreasonably interfere with Lessee's improvements or use of the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

17. SIGNS

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without approval of the City Manager first being obtained; provided, however, that this prohibition shall not apply to standard, directional, informational and identification signs of two square feet or less in size. At the termination of this Lease, or sooner, all such signs, advertising matter, symbols, canopies, or awnings, attached or painted by Lessee shall be removed from the Premises by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

18. HOLDING OVER

If Lessee, with the City's written consent, remains in possession of the Premises after the expiration or termination of the Lease for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same Base Rent applicable immediately prior to such expiration or termination, subject to adjustment in accordance with Cordova Municipal Code 5.22.090.C, or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease, except those pertaining to term, rent, and purchase option, shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

19. EMINENT DOMAIN

If the whole or any part of the Premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then the following provisions shall be operative:

A. Total Taking. If the Premises are totally taken by condemnation, this Lease shall terminate;

B. Partial Taking. If the Premises are partially taken by condemnation, then this Lease shall continue and the rent as specified in Section 3 above shall be abated in a proportion equal to the ratio that the portion of the Premises taken bears to the total Premises leased hereunder; and

C. Award. Upon condemnation, the parties shall share in the award to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the condemnation.

20. COSTS

Lessee shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the negotiation, drafting, preparation, operation, and enforcement of this Lease, including, without limitation, attorneys' fees and costs incurred by the City. All outstanding fees and costs shall be paid in full no later than the time of the City's execution of this Lease.

21. BUYER'S OPTION TO PURCHASE

A. Option. The City hereby grants to Lessee an option (the "Option") to purchase the Premises upon the terms and conditions stated in this Lease.

B. Option Period. The Option will commence upon the Commencement Date of this Lease and terminate the date the Lease terminates (the "Option Period"). If Lessee fails to exercise the Option during the Option Period, neither party shall have any further rights or claims against the other party by reason of the Option.

C. Exercise of Option. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 22.E, at least sixty (60) days prior to the date Lessee intends to exercise the Option.

D. Conditions to Exercise Option. Lessee can only exercise the Option if all of the following conditions are satisfied: (i) no default exists or is continuing under this Lease and (ii) a the building as described in the site development plan attached as Exhibit B is substantially completed as defined in section 5 B

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$XXXXX ("Purchase Price") until the tenth anniversary of the Commencement Date. If Lessee exercises its Option to purchase the Premises after the tenth anniversary of the Commencement Date, the Purchase Price will be adjusted to the current fair market value, as reasonably determined by the City, excluding all improvements completed by Lessee under this Lease. In the event that Lessee exercises the Option on or before _____, 7 years 20XX, payment due at Closing to the City ("Closing Payment") will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the City under this Lease. In the event that Lessee exercises the Option after _____, 7 years 20XX, the Closing Payment will equal the Purchase Price, and the Closing Payment will not be reduced by any Base Rent payments paid by Lessee to the City under this Lease.

F. Closing Date. The Closing must occur on a date (the "Closing Date") mutually agreed upon by the parties, but must be within sixty (60) days after the exercise of the Option.

Attachment F

G. Closing. At Closing, the City shall deliver a quitclaim deed, subject to matters of record, including those matters that have arisen out of Lessee's use and occupancy of the Premises, in recordable form, transferring marketable title (subject to Lessee's reasonable approval) and Lessee shall execute and deliver to the City the Closing Payment in full, in immediately available funds. This Lease will terminate upon the Closing of Lessee's purchase of the Premises. All costs and fees (including attorneys' fees) associated with the negotiation, drafting, preparation, and enforcement of a purchase and sale agreement and related documents, the closing of the transaction, and the termination of the leasehold interest in the Premises, including, but not limited to, environmental assessments, appraisal fees, escrow fees, recording fees, and title insurance, will be paid by Lessee.

H. Cooperation for Consummating the Option. If Lessee exercises the Option, the City and Lessee each covenant and agree to sign, execute, and deliver, or cause to be signed, executed, and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, confirmatory, or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the Option.

I. City's Right of First Refusal. In the event Lessee exercises its Option and subsequently determines to sell or otherwise dispose of the Premises, the City shall have a continuous and exclusive right of first refusal to purchase the Premises. The parties must either include notice of the City's right of first refusal in the deed transferring the Premises to the Lessee, or execute a separate document acceptable to the City and in a recordable form ensuring the City's right of first refusal hereunder. The document must be recorded contemporaneously with the recording of the deed. The City's right of first refusal to purchase the Premises contains the following terms and conditions:

i. Lessee may accept an offer for the sale or other disposition of the Premises only if it is made subject to the City's right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the "Purchase Offer"), Lessee will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section 22.E. The City will then have sixty (60) days to either agree to purchase the Premises on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal. The City shall give written notice of its decision to exercise or decline to exercise its right of first refusal to Lessee at the address set forth in Section 22.E no later than sixty (60) days after being presented with a copy of the Purchase Offer.

ii. If the City declines to exercise its right of first refusal, Lessee may then sell or otherwise dispose of the Premises to the third party on the same terms and conditions set forth in the Purchase Offer. If the sale or other disposition is completed on the same terms and conditions set forth in the Purchase Offer, then any interest of the City in and to the Premises shall cease and be of no further force and effect and the City shall provide in recordable form a release of its right of first refusal at the closing of the sale to the third party. If the sale or other disposition is not completed on the terms and

conditions in the Purchase Offer, then the City will continue to have its exclusive right of first refusal under the procedures outlined above in this Section, before Lessee may convey or transfer its interest in the Premises to a third party.

22. MISCELLANEOUS

A. Time Is of the Essence. Time is of the essence for this Lease and of each provision hereof.

B. Entire Agreement. This Lease represents the entire agreement between the parties with respect to the subject matter hereof, and may not be amended except in writing executed by the City and Lessee.

C. Governing Law and Venue. This Lease shall be subject to the provisions of the Cordova Municipal Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.

D. Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or of any association between Lessee and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Lessee other than the relationship of lessee and lessor.

E. Notice. All notices hereunder may be hand-delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

TO CITY:

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

TO LESSEE:

XXXXX
P.O. Box XXXX
Cordova, Alaska 99574

or to such other address as either party hereto may from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed. The postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

Attachment F

F. Captions. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant, or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant, or condition. No waiver of any breach shall effect or alter this Lease, but each and every term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

H. Survival. No expiration or termination of this Lease shall expire or terminate any liability or obligation to perform which arose prior to the termination or expiration.

I. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

J. Successors and Assigns. The terms, covenants, and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the City and Lessee.

K. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than ten (10) days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease has not been amended and is in full force and effect (or, if there has been an amendment, that the same is in full force and effect as amended and stating the amendments); there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates up to which the Base Rent and Additional Charges have been paid in advance.

L. Recordation of Lease. The parties agree that this Lease shall not be recorded, but upon the request of either party, the other party will join the requesting party in executing a memorandum of lease in a form suitable for recording, and each party agrees that such memorandum shall be prepared and recorded at the requesting party's expense.

M. Authority. Lessee represents that it has all necessary power and is duly authorized to enter into this Lease and carry out the obligations of Lessee. Lessee further represents that Lessee has the necessary power to authorize and direct the officer of Lessee whose name and signature appear at the end of this Lease to execute the Lease on Lessee's behalf.

N. Exhibits. Exhibits A and B to this Lease are specifically incorporated into the Lease.

Attachment F

O. No Third-Party Beneficiaries. Nothing in this Lease shall be interpreted or construed to create any rights or benefits to any parties not signatories, successors, or permitted assigns of signatories to this Lease.

P. Interpretation. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against the City or Lessee as both City and Lessee have had the assistance of attorneys in drafting and reviewing this Lease.

Q. Counterparts. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

R. Attorneys' Fees. In the event that any suit or action is brought to enforce this Lease or any term or provision hereof, the parties agree that the prevailing party shall recover all attorneys' fees, costs, and expenses incurred in connection with such suit or action to the maximum extent allowed by law.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the Commencement Date.

CITY:

CITY OF CORDOVA

By: _____

Its: _____

LESSEE:

XXXX

By: _____

Its: _____

Attachment F

Exhibit A
Legal Description

Exhibit B
Development Plan

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by December 28th, 2018 at 10 AM.

Property: Lot 1, USS 4606

Name of Proposer: TANIA HARRISON

Name of Organization: _____

Address: PO BOX 931

Phone #: 907 - 205 - 7802

CORDOVA AK 99574

Email: taniaharrison90@gmail.com

Proposed Price \$ 45,000

SUBMITTAL OF PROPOSAL

Please mail proposals to: City of Cordova
Attn: Planning Department
P.O. Box 1210
Cordova, Alaska 99574

Or email proposals to planning2@cityofcordova.net. The email subject line shall be "Proposal for Lot 1, USS 4606," and the proposal shall be attached to the email as a PDF file.

Or deliver your proposal to the front desk at City Hall.

Proposals received after December 28th, 2018 at 10 AM will not be considered.

1. Describe the proposed development in detail

The development on Lot 1 will be a residential home. A gravel driveway extending from the road through Lot 6 will curve left to parallel the front of Lot 1. A post-beam frame house will be built on the level part of the lot. The home will be 28' x 34' with a 7' x 23' deck on the front and a 5' x 11' mudroom on the left side. The house will have red metal siding with white trim and a neutral-green metal roof.

The front room of the house will feature an open living-dining room with a sliding glass door and large windows. A U-shaped kitchen will be situated aft of the dining area. A hallway running aft will separate the full bath and laundry on the right and bedroom on the left. A staircase will lead up to the loft. Ceiling heights on the first floor will be 8' except in the living room where the ceiling shall be open to the roofline. The 18'x20' loft will contain a small ¼ bath, master bedroom, and storage closet.

The home will be heated with under floor heat on the first floor, supplemented by a wood-stove. The oil furnace for the under floor heat will also heat the domestic hot water. The house will be connected to city water and a septic will be dug on the property near the right corner of the driveway.

2. What is the proposed square footage of the development

The footprint of the house will be 28' x 34' with a 5' x 11' mudroom and an 18' x 20' loft for a total of 1367 sq. ft.

3. Provide a sketch, to scale, of the proposed development in relationship to the lot.

See attachments.

4. Describe the benefit of the proposed development to the community

The lot will be a private residence for my future family and me. In addition to property tax revenue, the city will benefit from the employment of local contractors and day laborers during construction. I am an active member of the Cordova Volunteer Fire Department and an enthusiastic volunteer at many other organizations and events in town. Having a home in Cordova will enable me to continue to serve my community year-round.

5. What is the value of the proposed improvements

Driveway \$12,000
Septic \$15,000
Water Hook-up \$10,000

Tania Harrison
Proposal for Lot 1 USS 4606

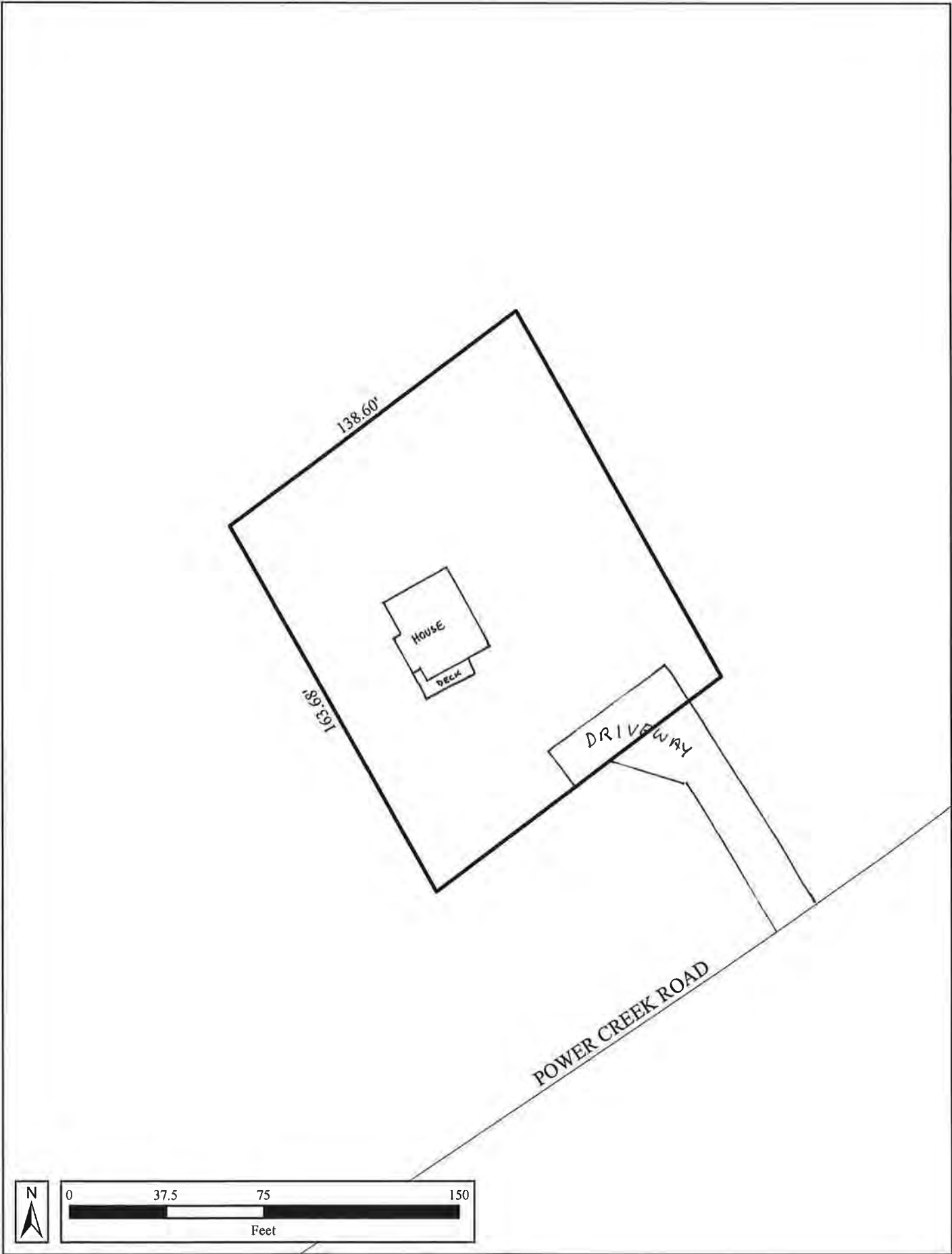
Electricity Hook-up \$10,000
House \$140,000
Total: 187,000

Quotes were obtained verbally on the lot-site from Wilson Construction per my request. CEC would not provide me with a quote to hook up electricity but they said it could cost anywhere from \$0-\$10,000. The quote for house construction is an estimate of the cost to build the house myself.

6. What is your proposed timeline for development

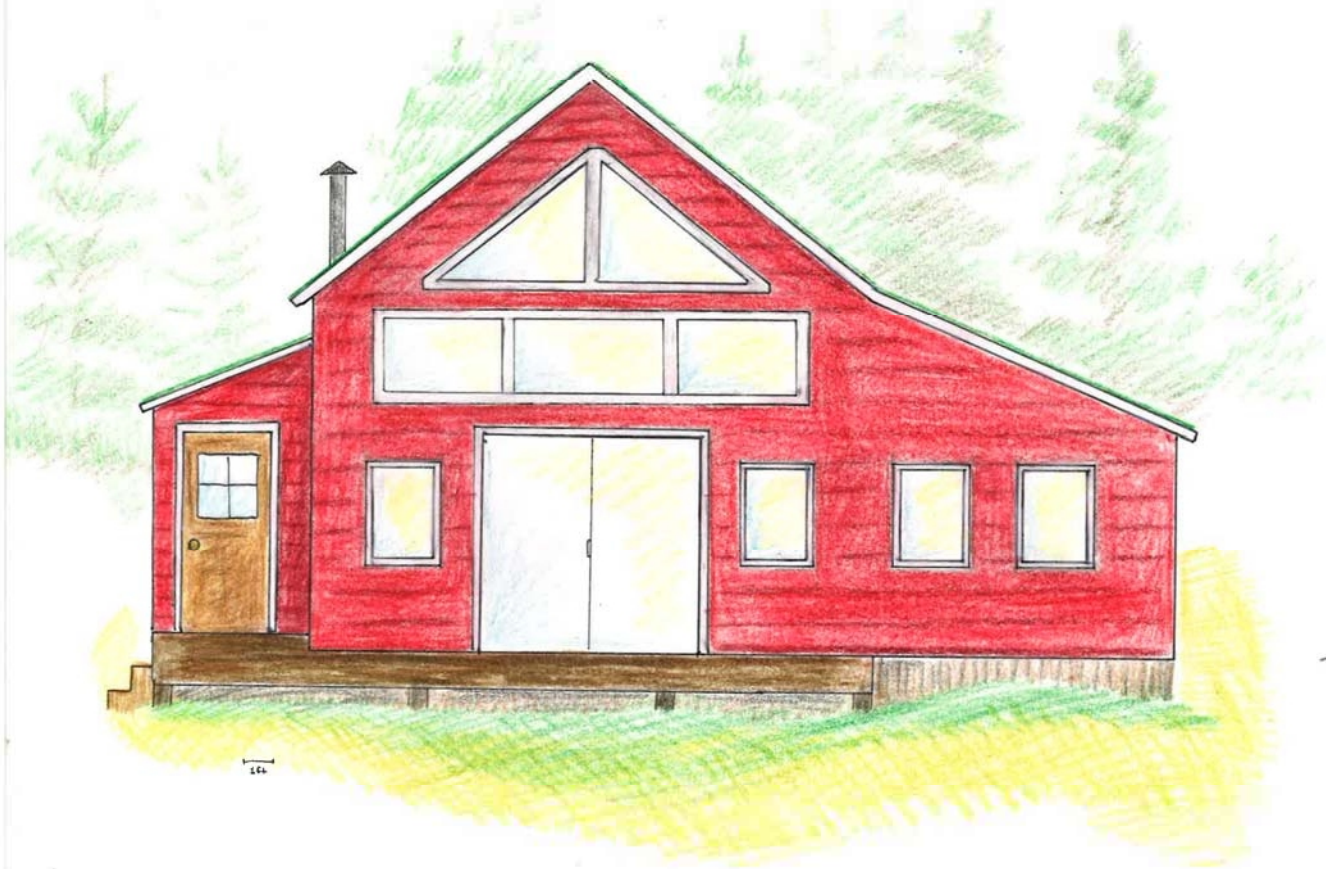
Year 1: Driveway, septic, clearing land for construction
Year 2: Foundation
Year 3: Framing & Roofing
Year 4: Plumbing/Electrical
Year 5: Finish-work & Appliances

In the years following construction of the house there will be additions of a small wood shed and a carport for the driveway.

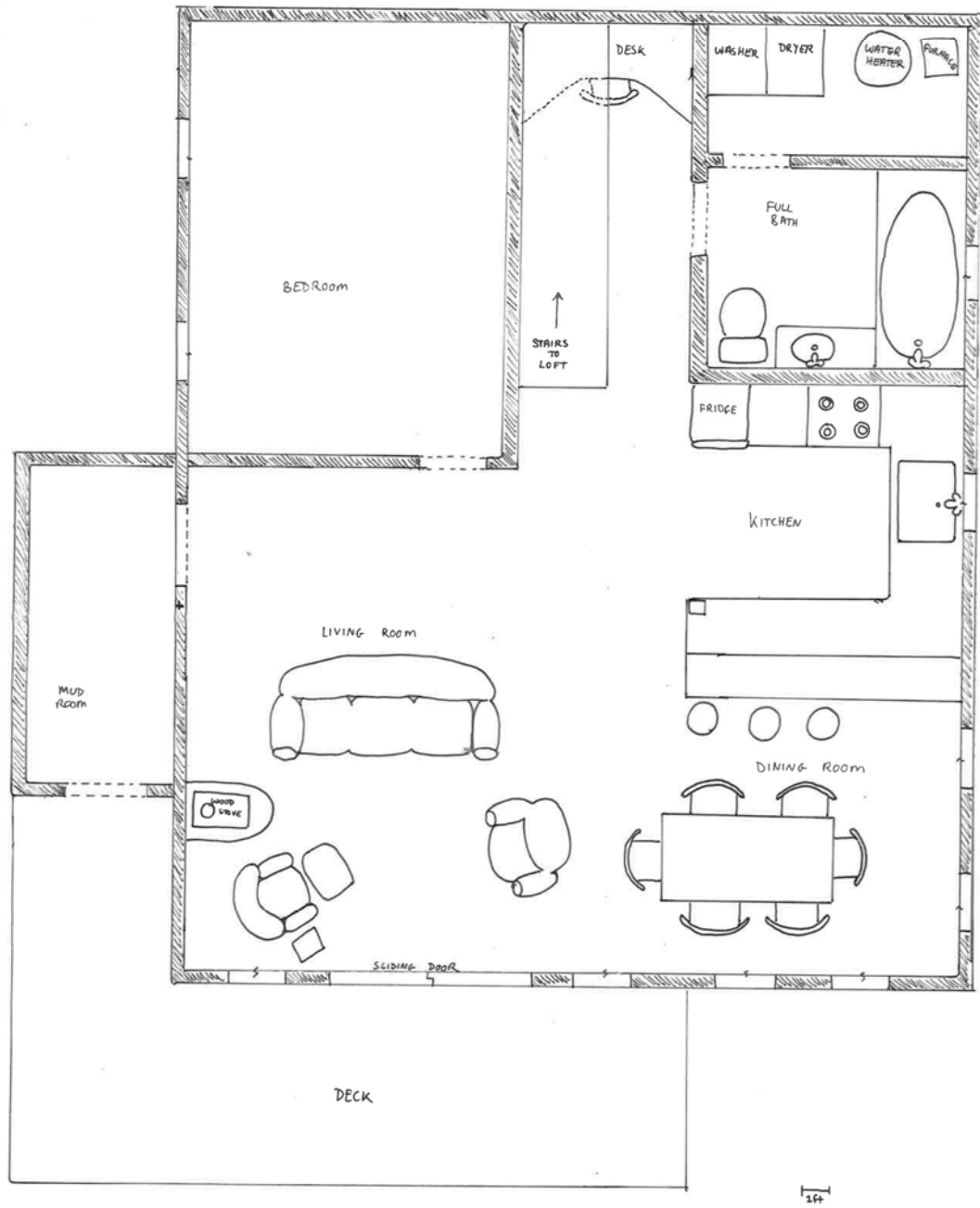




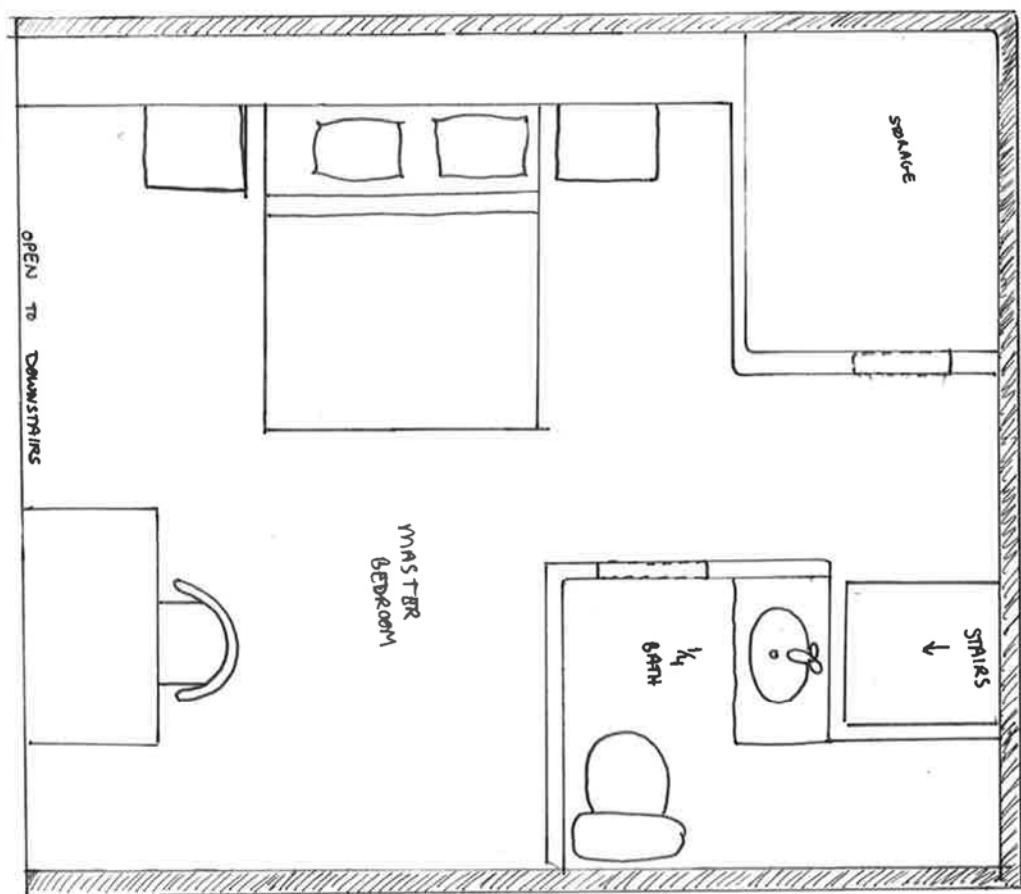
TANIA HARRISON
LOT 1 VSS 4606 PROPOSAL
FRONT ELEVATION PLAN



TANIA HARRISON
 LOT 1 USS 4606 PROPOSAL
 FLOOR PLAN



THINA HARRISON
LOT 1 USS 4606 PROPOSAL
LOFT PLAN





Agenda Item # 24
City Council Meeting Date: 1/16/2019
City Council Communication Form

FROM: Susan Bourgeois, City Clerk & Leif Stavig, Interim City Planner
DATE: 01/10/2019
ITEM: New Business – DRAFT borough resolution
ACTION: Council to give clear staff direction re borough resolution

☐ Ordinance ☒ Motion
☐ Resolution ☐ Information

- I. **REQUEST OR ISSUE:** 2 council members asked for a resolution opposing the PWS Borough – the request was vague and unfortunately, staff did not understand clearly the direction for the item
- II. **RECOMMENDED ACTION:** discussion of this rough draft of a resolution that staff is unsure was the intent of the sponsoring council members and then very clear direction on if to bring this back as a true resolution for action and if so, in exactly what form.
- III. **FISCAL IMPACTS:** currently, there is no request for funding concerning further borough feasibility research work except for travel costs for one or two to attend a meeting in Girdwood on January 23
- IV. **BACKGROUND INFORMATION:** At the December 19, 2018 regular meeting phase 1 of the PWS Borough formation economic feasibility study was in the council packet for discussion. A representative from the PWS Borough Advisory Committee and staff that have been attending those meetings spoke to Council about where they were in the process. At this stage in the process we have completed Phase 1 of the study and we are still digesting the information from it. The study and calculator show that a borough is certainly economically feasible and that there are many configurations where it could be economically favorable to the city. Beyond this, we are not sure the committee is going to be able to make a clear recommendation to proceed/not proceed with borough formation.

- V. **LEGAL ISSUES:** none specifically about this resolution, obviously very many legal issues with Borough incorporation
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** none specifically about this resolution – different people/groups/agencies have obviously been sending letters and weighing in on their opinions concerning a PWS borough
- VII. **SUMMARY AND ALTERNATIVES:** Council should give clear direction to staff regarding bringing back a resolution like this or very different from this, or council could pause and not act at this time and see what comes of the January 23 meeting in Girdwood.

**CITY OF CORDOVA, ALASKA
RESOLUTION XX-19-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA OPPOSING
THE INCORPORATION OF THE PRINCE WILLIAM SOUND BOROUGH AS PROPOSED AND
DISCUSSED AMONG INTERESTED PARTIES IN 2018-2019, AND STAYING THE DUTIES OF
THE PWS BOROUGH ADVISORY COMMITTEE PENDING THE FILING OF A PETITION TO
INCORPORATE THE PROPOSED BOROUGH**

WHEREAS, The City of Cordova has participated in a feasibility study regarding the incorporation and formation of a home rule borough called “the Prince William Sound Borough (“PWS Borough”)” which could include any combination of or all the following cities: Cordova, Girdwood, Valdez, Chenega, Tatitlek and Whittier; and

WHEREAS, City Council created the Cordova PWS Borough Advisory Committee to participate in and provide recommendations regarding the formation of the PWS Borough as proposed and discussed among interested parties in 2018-2019; and

WHEREAS, the PWS Borough Advisory Committee found that the Borough may be feasible and have benefits for the City but could not definitively determine that the Borough would have such benefits without answers to several outstanding questions, including but not limited to identification of the cities that would be included in the PWS Borough and the proposed tax structure for the proposed borough; and

WHEREAS, it is in the City’s best interest to preserve City resources until PWS Borough sponsors have an opportunity to address the City’s outstanding questions.

NOW, THEREFORE BE IT RESOLVED THAT:

Section 1

A. The City shall not expend any additional resources to participate in or fund any effort by any association or group to promote, develop or support the formation and incorporation of the PWS Borough as proposed and discussed among interested parties in 2018-2019

B. Cordova City Council acknowledges that both Council and the administration oppose the formation and incorporation of the PWS Borough as proposed by and discussed among interested parties in 2018-2019; and

C. The duties of the PWS Borough Advisory Committee are stayed pending the filing of a petition for incorporation of a PWS Borough. The PWS Borough Advisory Committee shall resume its duties under Resolution 09-18-26 no more than 30 days after the City receives official notice that a petition application has been filed with the Local Boundary Commission.

Section 2

Resolution 09-18-26 is repealed to the extent it contradicts this resolution.

PASSED AND APPROVED THIS ____ DAY OF _____, 2019.

**CITY OF CORDOVA, ALASKA
RESOLUTION 09-18-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, AUTHORIZING CREATION OF A CITY OF CORDOVA
PWS BOROUGH ADVISORY COMMITTEE**

WHEREAS, On September 5, 2018 the City Council voted to contribute \$25,000 toward a PWS Borough Economic Analysis; and

WHEREAS, the City Council now wishes to establish a City of Cordova PWS Borough Advisory Committee; and

WHEREAS, the City of Cordova PWS Borough Advisory Committee is formed for these and possibly additional reasons:

- 1) to assist *Information Insights*, the firm that has been hired to conduct the economic analysis, in its information gathering within Cordova and PWS;
 - 2) to allow for and encourage public attendance and input at committee meetings, to educate the public on borough formation procedures and to gather a broad range of public sentiment for later decision making that will best serve the citizens of Cordova;
 - 3) to periodically report to City Council as the economic analysis research is conducted and committee meetings are held;
 - 4) to advise and prepare a report to City Council upon conclusion of the economic analysis with final recommendations as to next steps and options for the borough formation process;
 - 5) to continue meeting, advising and reporting throughout a borough petition application process if that is the direction City Council and other interested parties determine is best;
- and

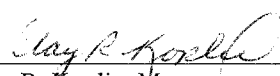
WHEREAS, the City of Cordova PWS Borough Advisory Committee shall consist of seven members appointed by the Mayor and confirmed by the City Council and shall be staffed by two City employees, the City Clerk and the Assistant City Planner; and

WHEREAS, the City of Cordova PWS Borough Advisory Committee shall remain in force until such time City Council deems the Committee is no longer needed.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes creation of the City of Cordova PWS Borough Advisory Committee to advise City Council on the impending PWS Borough economic analysis, next steps toward formation of a Prince William Sound Borough and any and all other tasks concerning a PWS Borough that could prove useful to the City Council of the City of Cordova Alaska.


PASSED AND APPROVED THIS 19th DAY OF SEPTEMBER 2018.





Clay R. Koplin, Mayor

ATTEST:



Susan Bourgeois, CMC, City Clerk



City Council of the City of Cordova, Alaska

Pending Agenda January 16, 2019 Regular Council Meeting

A. Future agenda items - when will these be heard before Council?

- 1) Code change re Council member service on boards/commissions, re mobile restaurant approval
- 2) Need for a Federal Lobbyist/RFP
- 3) Odiak Camper Park and/or other locations for long term rv/trailer space rentals in Cordova
- 4) Next strategic Planning Work Session - to be incorporated into budget work sessions
- 5) Secure rural schools funding retro & current year - how to budget
- 6) Harbor expansion Town Hall type meeting - public input
- 7) City Clerk annual evaluation - February (pre-election)
- 8) Bears - discussion/work session with NVE, ADF&G and City refuse & public safety staff (Feb)

B. Upcoming Meetings, agenda items and/or events:

- 1) Capital Priorities List and Resolution to come before Council quarterly:

3/6/2019	6/5/2019	9/4/2019	12/4/2019
----------	----------	----------	-----------
- 2) Staff quarterly reports will be in the following packets:

2/6/2019	4/17/2019	7/17/2019	10/16/2019
----------	-----------	-----------	------------
- 3) Healthcare study joint meetings Council, CCMCA Board & NVETC - awaiting mtg of the principles

Clear direction should be given to Clerk/Manager on the what and when of this proposed agenda item.

item:

suggested
agenda date:

- 1) schedule a date/time for a meeting with members from US Pacific Air Forces and Navy Region NW re exercise Northern Edge
- 2) ...
- 3) ...

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



City Council of the City of Cordova, Alaska

Pending Agenda January 16, 2019 Regular Council Meeting

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

- 1) Fisheries Advisory Committee:**

authorizing resolution 04-03-45	1-Torie Baker, chair (Marine Adv Prgm)	2-Jeremy Botz (ADF&G)
approved Apr 16, 2003	3-Tim Joyce (PWSAC)	4-Jim Holley (AML)
Mayor Koplin is currently contacting existing members and hopes to have new appointments for Council concurrence soon	5-Chelsea Haisman (fisherman)	6-Tommy Sheridan (processor)

- 2) Cordova Trails Committee:**

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

- 3) Fisheries Development Committee:**

authorizing resolution 12-16-43	1-Warren Chappell	2-Andy Craig	3-Bobby Linville
approved Dec 23, 2016	4-Gus Linville	5-Tommy Sheridan	6-Bob Smith

- 4) PWS Borough Advisory Committee:**

authorizing resolution 09-18-26	1-Ezekiel Brown	2-Angela Butler	3-Hayley Hoover
approved Sept 19, 2018	4-Sylvia Lange	5-Barb Jewell	6-
	7-		

- 5) Comprehensive Plan Committee:**

authorizing resolution 10-18-28	1-Cathy Long	2-Kristin Carpenter	3-Tom McGann
approved Oct 3, 2018	4-Nancy Bird	5-Brooke Johnson	6-Katrina Hoffman
	7-Bret Bradford	8-Dave Zastrow	9-Olivia Carroll
	10-	11-	12-

E. City of Cordova appointed representatives to various Boards et al:

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

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

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





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

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

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

JANUARY 2019

CALENDAR MONTH	JANUARY
CALENDAR YEAR	2019
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	CHS holiday break 12/22-1/6	2	3	CHS holiday break 12/22-1/6	5 
		New Year's Day Holiday City Hall Offices Closed	6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	CHS Boys & Girls @ Rally the Regions Tourney @ Dimond HS 1/2-5		
6	7	8	9	10	11	12
			5:30 CTC Board Meeting		JH wrestling starts	
		6:30 P&Z CCAB	7:00 Harbor Cms CCM	JH Volleyball starts		
13	14	15	16	17	CHS Inservice	19 
			7:00 Sch Bd HSL 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	CHS Basketball Tip-Off (Palmer JV, Metlakatla, Point Hope) 1/17-19		
20	21 	22	23	24	25 	26
	Martin Luther King Jr. Holiday City Hall Offices Closed				JH Volleyball home vs. Valdez 1/25-26	
27	28	29	30	31	1	2
				6:00 CCMCAB HCR		
		6:00 P&R CCM	6:00 CEC Board Meeting			
3	4	Notes				





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

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

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

FEBRUARY 2019

CALENDAR MONTH	FEBRUARY
CALENDAR YEAR	2019
1ST DAY OF WEEK	SUNDAY




Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
						
	Iceworm festival Jan 26-Feb 2, 2019				Iceworm festival Jan 26-Feb 2, 2019	
3	4	5	6	7	8	9
 Atlanta Georgia			6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
10	11	12	13	14	15	16
			5:30 CTC Board Meeting		CHS Inservice	
		6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCM	CHS Basketball @ Elks Tournament in Valdez 2/14-16		
17	18	19	20	21	22	23
	Presidents' Day Holiday City Hall Offices Closed	CHS Basketball home games 2/19-20		- absentee voting @ City Hall Feb 19 - Mar 4 M-F 8a-5p -		
			6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
24	25	26	27	28	1	2
		----- absentee voting @ City Hall Feb 19 - Mar 4 M-F 8a-5p -----				
		6:00 P&R CCM	6:00 CEC Board Meeting	6:00 CCMCAB HCR		
3	4	Notes				

Legend:

CCA-Community Rm A	LN-Library Fireplace Nook
CCAB-Community Rms A&B	CRG-Copper River Gallery
HSL-High School Library	HCR-CCMC Conference Room
CCM-Mayor's Conf Rm	
CCER-Education Room	

MARCH
2019

CALENDAR MONTH	MARCH
CALENDAR YEAR	2019
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
24	25	26	27	28	1	2
3	4	5	6	7	8	9
absentee voting @ City Hall Feb 19 - Mar 4 M-F 8a-5p		 Cordova General Election 7 am - 8 pm CCA	CHS end of 3Q 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	 CSD Spring Break March 7 - 15, 2019 CHS Basketball Interior Conference Tournament in CDV March 7-9, 2019		
10	11	12	CSD Spring Break March 7 - 15, 2019			16
			5:30 CTC Board Meeting			
		6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCM			
17	18	19	20	21	22	23
	Presidents' Day Holiday City Hall Offices Closed		6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
24	25	26	27	28	29	30
		6:00 P&R CCM	6:00 CEC Board Meeting	6:00 CCMCAB HCR		
31	1	Notes				

Notes

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

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

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

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

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
Mayor: 3 years	Clay Koplin Mayor@cityofcordova.net	March 1, 2016	March-19
Council members:			
Seat A: 3 years	James Burton CouncilSeatA@cityofcordova.net	March 1, 2016 March 5, 2013	March-19
Seat B: 3 years	Kenneth Jones CouncilSeatB@cityofcordova.net	March 7, 2017	March-20
Seat C: 3 years	Jeff Guard CouncilSeatC@cityofcordova.net	March 7, 2017	March-20
Seat D: 3 years	Melina Meyer CouncilSeatD@cityofcordova.net	March 6, 2018	March-21
Seat E: 3 years	Anne Schaefer <small>elected by cncl</small> CouncilSeatE@cityofcordova.net	March 6, 2018 December 6, 2017	March-21
Seat F: 3 years	David Allison, Vice Mayor CouncilSeatF@cityofcordova.net	March 1, 2016	March-19
Seat G: 3 years	James Wiese CouncilSeatG@cityofcordova.net	March 1, 2016	March-19

Cordova School District School Board - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, President bjewell@cordovasd.org	March 1, 2016 March 5, 2013	March-19
3 years	Bret Bradford bbradford@cordovasd.org	March 6, 2018 March 3, 2015	March-21
3 years	Tammy Altermott taltermott@cordovasd.org	March 1, 2016 March 5, 2013	March-19
3 years	Peter Hoepfner phoepfner@cordovasd.org	March 6, 2018 March 3, 2015 March 6, 2012 March 3, 2009 March 7, 2006	March-21
3 years	Sheryl Glasen saglasen@cordovasd.org <i>Vacant (appointed, non-voting)</i> <i>City Council Rep</i>	March 7, 2017 March 4, 2014	March-20

seat up for re-election in 2019	vacant
---------------------------------	---------------

board/commission chair

seat up for re-appt in Nov 19

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

CCMC Authority - Board of Directors - Elected

length of term			Date Elected	Term Expires
3 years	Kristin Carpenter		March 7, 2017	March-20
3 years	Greg Meyer	elected by board to fill a vacancy due to resignation	July 19, 2018	March-19
3 years	April Horton		March 7, 2017	March-19
3 years	Linnea Ronnegard		March 6, 2018	March-21
3 years	Gary Graham	elected by board to fill a vacancy due to resignation	May 31, 2018	March-21
			seat will be up for a 2 yr term in 2019	

Library Board - Appointed

length of term			Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair		November-16 November-13 November-10 November-06	November-19
3 years	Wendy Ranney		November-18 November-15 April-13	November-21
3 years	Sherman Powell		June-18	November-19
3 years	Sarah Trumblee		February-18	November-20
3 years	Krysta Williams		February-18	November-20

Planning and Zoning Commission - Appointed

length of term			Date Appointed	Term Expires
3 years	Nancy Bird		November-16	November-19
3 years	Allen Roemhildt		November-16 January-14	November-19
3 years	Scott Pegau, vice chair		November-17 December-14 December-11	November-20
3 years	John Baenen		November-18 November-15 December-12	November-21
3 years	Tom McGann, chair		November-17 December-14 December-11 April-11	November-20
3 years	Chris Bolin		November-18 September-17	November-21
3 years	Trae Lohse		November-18	November-20

seat up for re-appt in Nov 19

seat up for re-election in 2019

vacant

board/commission chair

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

Harbor Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Mike Babic	November-17	November-20
3 years	Andy Craig	November-16	November-19
3 years	Max Wiese	November-17	November-20
		January-14	
		March-11	
3 years	Ken Jones	November-16	November-19
		February-13	
3 years	Jacob Betts, Chair	November-18	November-21
		November-15	

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney, Chair	November-18	November-21
		November-15	
		August-14	
3 years	Anne Schaefer	November-17	November-20
3 years	Ryan Schuetze	August-18	November-21
3 years	Kirsti Jurica	November-18	November-21
3 years	Marvin VanDenBroek	November-16	November-19
		February-14	
3 years	Karen Hallquist	November-16	November-19
		November-13	
3 years	Dave Zastrow	November-17	November-20
		February-15	
		September-14	

Historic Preservation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Cathy Sherman	August-16	November-19
3 years	Heather Hall	August-16	November-19
3 years	Brooke Johnson	August-16	November-19
3 years	John Wachtel	November-18	November-21
		August-16	
3 years	Wendy Ranney	November-18	November-21
3 years	Nancy Bird	November-18	November-21
		November-17	
3 years	Jim Casement, Chair	November-17	November-20

seat up for re-election in 2019

board/commission chair

seat up for re-appt in Nov 19

vacant