

Mayor

Clay Koplin

Council Members

Tom Bailer

Kenneth Jones

Jeff Guard

Melina Meyer

Anne Schaefer

David Allison

David Glasen

City Manager

Helen Howarth

City Clerk

Susan Bourgeois

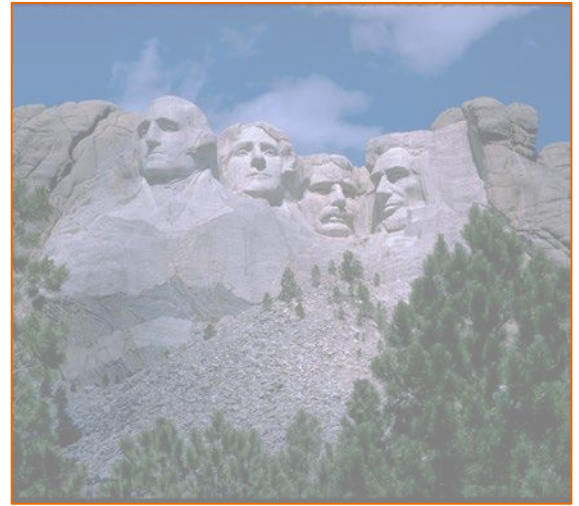
Deputy Clerk

Tina Hammer

Student Council

William Deaton

**Regular City Council Meeting
February 19, 2020 @ 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 Tom Bailer, Kenneth Jones, Jeff Guard, Melina Meyer, Anne Schaefer, David Allison and David Glasen

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

E. Disclosures of Conflicts of Interest and Ex Parte Communications

- conflicts as defined in 3.10.010 https://library.municode.com/ak/cordova/codes/code_of_ordinances should be declared, then Mayor rules on whether member should be recused, Council can overrule
- ex parte should be declared here, the content of the ex parte should be explained when the item comes before Council, ex parte does not recuse a member, it is required that ex parte is declared and explained

F. Communications by and Petitions from Visitors

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

G. Approval of Consent Calendar..... (no motion required)(roll call vote)

5. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of the following: Council member Anne Schaefer from the 02/05/2020 Regular Meeting
6. Council action to waive right to protest renewal of liquor license #919..... **(page 1)**
(beverage dispensary) for Powder House
7. Resolution 02-20-05..... **(page 7)**
A resolution of the Council of the City of Cordova, Alaska, supporting the safeguarding of Alaska’s oil spill prevention and response standards

H. Approval of Minutes

8. Minutes of the 02-05-2020 Regular Council Meeting..... **(page 17)**

I. Consideration of Bids - none

J. Reports of Officers

9. Mayor’s Report..... **(page 20)**
10. City Manager’s Report..... **(page 21)**
 - a. Public Works Director **Samantha Greenwood**, Burn Pile report..... **(page 22)**
11. City Clerk’s Report..... **(page 23)**

K. Correspondence

12. 02-05-2020 Agency review period for ADL233132 aquatic farmsite..... (page 24)
lease Double Bay – deadline for comment 2/25/2020
13. 02-11-2020 Letter from RCAC re expiring term for City rep..... (page 26)
14. 02-12-2020 Letter from Bob Smith regarding CFDC, ADF&G, BOF..... (page 27)
15. 02-12-2020 Agency review period for ADL233396 aquatic farmsite..... (page 29)
lease Windy Bay – deadline for comment 3/3/2020

L. Ordinances and Resolutions

16. Resolution 02-20-06..... (voice vote)(page 31)
A resolution of the Council of the City of Cordova, Alaska, supporting proposals to be considered at the statewide king and tanner crab Board of Fish meeting in Anchorage March 8-11, 2020
17. Resolution 02-20-07..... (voice vote)(page 33)
A resolution of the Council of the City of Cordova, Alaska, authorizing City Manager Helen Howarth as the signatory for the joint agreement as required by the United States Economic Development Administration grant application
18. Resolution 02-20-08..... (voice vote)(page 35)
A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Construction Machinery Industrial for the purpose of purchasing an emergency backup portable generator for the City of Cordova
19. Resolution 02-20-09..... (voice vote)(page 37)
A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a ten-year lease with Cordova Powersports, LLC, of an un-surveyed portion of property within Copper River & Northwestern Company, Terminal Ground B, which is approximately 75 feet by 200 feet, which includes an option to purchase

M. Unfinished Business - none

N. New & Miscellaneous Business

20. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 61)

O. Audience Participation

P. Council Comments

Q. Executive Session

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

R. Adjournment

Executive Sessions per Cordova Municipal Code 3.14.030

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

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



AGENDA ITEM 6
City Council Meeting Date: 02/19/2020
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 02/06/2020
ITEM: Council option to protest renewal of Liquor Licenses #919, beverage dispensary
NEXT STEP: Motion to waive protest via approval of consent calendar

ORDINANCE RESOLUTION
 MOTION INFORMATION

- I. **REQUEST OR ISSUE:** Cordova business owner, Libbie Graham, dba Powder House, has applied for a Liquor License Renewal (beverage dispensary) with the State through the AMCO (Alcohol and Marijuana Control Office).
- II. **RECOMMENDED ACTION / NEXT STEP:** Council action to waive right to protest the renewal.
- III. **FISCAL IMPACTS:** none, staff sees no reason to protest see background
- IV. **BACKGROUND INFORMATION:** Finance Management Assistant Barb Webber and City Clerk Susan Bourgeois have determined this business to be current in all financial obligations to the City. Police Chief Mike Hicks has no public safety concerns about this business.
- V. **LEGAL ISSUES:** The local governing body's right to protest is defined in AS 04.11.480, attached.
- VI. **SUMMARY AND ALTERNATIVES:** Council approval of the consent calendar would constitute approval of this motion:
Council motion to waive it's right to protest the renewal of liquor license #919, Powder House, Beverage Dispensary.



January 31, 2020

City of Cordova

Via Email: cityclerk@cityofcordova.net

Re: Notice of 2020/2021 Liquor License Renewal Application

919	Powder House	Beverage Dispensary
-----	--------------	---------------------

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

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen Klinkhart".

Glen Klinkhart, Director

amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Form AB-17: 2020/2021 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that are is due to renew by December 31, 2019. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed and submitted to AMCO's main office before any license renewal application will be reviewed. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

Enter information for the business seeking to have its license renewed. If any populated information is incorrect, please contact AMCO.

Licensee:	Libbie B Graham	License #:	919
License Type:	Beverage Dispensary		
Doing Business As:	Powder House		
Premises Address:	1418 Copper River Highway		
Local Governing Body:	City of Cordova		
Community Council:	None		
Mailing Address:	P.O. Box 578		
City:	Cordova	State:	AK
		ZIP:	99574

Enter information for the individual who will be designated as the primary point of contact regarding this application. This individual **must be a licensee** who is required to be listed in and authorized to sign this application.

Contact Licensee:	Libbie Graham	Contact Phone:	907-429-3331
Contact Email:	libbiegraham@gmail.net		

Optional: If you wish for AMCO staff to communicate with an individual who is not a licensee named on this form (eg: legal counsel) about this application and other matters pertaining to the license, please provide that person's contact information in the fields below.

Name of Contact:		Contact Phone:	
Contact Email:			



Form AB-17: 2020/2021 Renewal License Application

Section 3 – Sole Proprietor Ownership Information

Entities, such as corporations or LLCs, should skip this section. This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information.

The following information must be completed for each licensee and each affiliate.

This individual is an: applicant affiliate

Name:	LIBBIE B. GRAHAM		Contact Phone:	(907) 429-3331	
Mailing Address:	PO Box 873				
City:	CORDOVA	State:	AK	ZIP:	99574
Email:	ggraham@ctcak.net				

This individual is an: applicant affiliate

Name:	GARY E. GRAHAM		Contact Phone:	(907) 429-3332	
Mailing Address:	PO Box 873				
City:	CORDOVA	State:	AK	ZIP:	99574
Email:	ggraham@ctcak.net				

Section 4 – Alcohol Server Education

This section must be completed only by the holder of a **beverage dispensary, club, or pub** license or **conditional contractor's permit**. The holders of all other license types should skip to Section 5.

Read the line below, and then sign your initials in the box to the right of the statement:

Initials

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of a patron have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, as set forth in AS 04.21.025 and 3 AAC 304.465.

Section 5 – License Operation

Check a **single box** for each calendar year that best describes how this liquor license was operated:

2018 2019

The license was regularly operated continuously throughout each year.

The license was regularly operated during a specific season each year.

The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

If this box is checked, a complete copy of Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated for at least the minimum requirement, unless a complete copy of the form (including fees) has already been submitted for that year.

AMCO
DEC - 2 2019



Form AB-17: 2020/2021 Renewal License Application

Section 6 – Violations and Convictions

Applicant violations and convictions in calendar years 2018 and 2019:

Yes No

Have any notices of violation (NOVs) been issued for this license in the calendar years 2018 or 2019?

Yes No

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2018 or 2019?

Yes No

If "Yes" to either of the previous two questions, attach a separate page to this application listing all NOVs and/or convictions.

Section 7 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.

Yes No

I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name or the ownership (including officers, managers, general partners, or stakeholders) from what is currently approved and on file with the Alcoholic Beverage Control Board.

Yes No

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

Yes No

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Alcoholic Beverage Control Board or AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned to me as incomplete.

Libbie B. Graham
Signature of licensee

Libbie B. Graham
Printed name of licensee



Sheldon M. Ryan
Signature of Notary Public

and for the State of Alaska

My commission expires: Jan 28, 2022

Subscribed and sworn to before me this 29th day of November, 2019.

Seasonal License? Yes No

If "Yes", write your six-month operating period: _____

License Fee:	\$ 2500.00	Application Fee:	\$ 300.00	TOTAL:	\$ 2800.00
Miscellaneous Fees:					
GRAND TOTAL (if different than TOTAL):					\$ 2800.00

AMCO
DEC - 2 2019

reasons for the objection. The board shall consider the objections and testimony received at a hearing conducted under AS 04.11.510(b)(2) when it considers the application. An objection and the record of a hearing conducted under AS 04.11.510(b)(2) shall be retained as part of the board's permanent record of its review of the application.

Sec. 04.11.480. Protest.

(a) A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license by sending the board and the applicant a protest and the reasons for the protest within 60 days of receipt from the board of notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and in no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer. The local governing body may protest the continued operation of a license during the second year of the biennial license period by sending the board and the licensee a protest and the reasons for the protest by January 31 of the second year of the license. The procedures for action on a protest of continued operation of a license are the same as the procedures for action on a protest of a renewal application. The board shall consider a protest and testimony received at a hearing conducted under AS 04.11.510(b)(2) or (4) when it considers the application or continued operation, and the protest and the record of the hearing conducted under AS 04.11.510(b)(2) or (4) shall be kept as part of the board's permanent record of its review. If an application or continued operation is protested, the board shall deny the application or continued operation unless the board finds that the protest is arbitrary, capricious, and unreasonable.

(b) If the permanent residents residing outside of but within two miles of an incorporated city or an established village wish to protest the issuance, renewal, or transfer of a license within the city or village, they shall file with the board a petition meeting the requirements of AS 04.11.510(b)(3) requesting a public hearing within 30 days of the posting of notice required under AS 04.11.310, or by December 31 of the year application is made for renewal of a license. The board shall consider testimony received at a hearing conducted under AS 04.11.510(b)(3) when it considers the application, and the record of a hearing conducted under AS 04.11.510(b)(3) shall be retained as part of the board's permanent record of its review of the application.

(c) A local governing body may recommend that a license be issued, renewed, relocated, or transferred with conditions. The board shall consider recommended conditions and testimony received at a hearing conducted under AS 04.11.510(b)(2) or (4) when it considers the application or continued operation, and the recommended conditions and the record of the hearing conducted under AS 04.11.510(b)(2) or (4) shall be kept as part of the board's permanent record of its review. If the local governing body recommends conditions, the board shall impose the recommended conditions unless the board finds that the recommended conditions are arbitrary, capricious, or unreasonable. If a condition recommended by a local governing body is imposed on a licensee, the local governing body shall assume responsibility for monitoring compliance with the condition, except as otherwise provided by the board.

(d) In addition to the right to protest under (a) of this section, a local governing body may notify the board that the local governing body has determined that a licensee has violated a provision of this title or a condition imposed on the licensee by the board. Unless the board finds that the local governing body's determination is arbitrary, capricious, or unreasonable, the board shall prepare the determination as an accusation against the licensee under AS 44.62.360 and conduct proceedings to resolve the matter as described under AS 04.11.510(c).



Agenda Item # 7
City Council Meeting Date: 02/19/2020
City Council Communication Form

FROM: Susan Bourgeois, CMC, City Clerk
DATE: 02/06/2020
ITEM: Resolution 02-20-05
ACTION: Supporting a PWSRCAC initiative, safeguarding prevention and response standards

Ordinance Motion
 Resolution Information

- I. **REQUEST OR ISSUE:** The Council appointed representative to PWSRCAC brought this to the City's attention and asked for a Council resolution in response.
- II. **RECOMMENDED ACTION:** Council approval of resolution 02-20-05 will accomplish this.
- III. **FISCAL IMPACTS:** obviously another devastating oil spill like the one endured in 1989 would have significant detrimental fiscal impacts to the City and all of Cordova
- IV. **BACKGROUND INFORMATION:** attached are 2, 3-page documents that PWSRCAC created that give background and facts related to affects on Coastal Communities and affects on fishing and aquaculture.
- V. **LEGAL ISSUES:** none
- VI. **SUMMARY AND ALTERNATIVES:** Council could choose not to approve the resolution or could suggest alternatives.

**CITY OF CORDOVA, ALASKA
RESOLUTION 02-20-05**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
SUPPORTING THE SAFEGUARDING OF ALASKA'S OIL SPILL PREVENTION AND
RESPONSE STANDARDS**

WHEREAS, after the 1989 *Exxon Valdez* oil spill, Alaska citizens and the Alaska Legislature worked together to protect the state from major oil spills by enacting comprehensive laws and regulations dealing with prevention, response, contingency planning, financial responsibility, oversight, monitoring, and other subjects related to the safe handling and transportation of oil and other hazardous substances; and

WHEREAS, these laws and regulations were based on real world experiences and the painful lessons of the *Exxon Valdez* oil spill and were crafted in coordination with State government and oil industry partners, requiring extensive compromise in the determined Response Planning Standards; and

WHEREAS, oil spill prevention and response contingency planning regulations were adopted by the State of Alaska in 1992, and the regulations have been revised on nine occasions to clarify the requirements, streamline the review process, include new categories of contingency plans, and make the contingency planning process less onerous and the approval of those plans more predictable and expeditious; and

WHEREAS, as a result of post-*Exxon Valdez* oil spill laws and regulations, Alaska has world-class oil spill prevention and response requirements to protect its people and its environment, as well as commercial and sport fishing, aquaculture, recreation, tourism, subsistence, and cultural interests; and

WHEREAS, on October 15, 2019, the State of Alaska's Department of Environmental Conservation Commissioner issued a public scoping notice seeking input on existing regulations and statutes because he has "heard from many Alaskans that contingency plans are unnecessarily burdensome while lacking corresponding environmental benefits," and that his Department has identified regulations that can be eliminated or significantly reformed; and

WHEREAS, despite repeated requests, the Alaska Department of Environmental Conservation has yet to provide information on the areas of the statutes or regulations that have been identified as too burdensome, or that could be eliminated or significantly reformed; and

WHEREAS, it is unreasonable for the Department of Environmental Conservation to claim now, after 30 profitable years of industry compliance with the laws and regulations, that the requirements are too burdensome, and this claim disregards the hard work of hundreds of Alaskans who worked tirelessly after the *Exxon Valdez* oil spill to ensure that the State of Alaska would never again suffer an environmental disaster like what occurred in 1989; and

WHEREAS, reducing the burden on industry by rolling back or eliminating proven oil spill prevention and response requirements transfers the risk and burden of another oil spill to the communities, citizens, and environment; and

WHEREAS, the Council of the City of Cordova, Alaska has a significant interest in protecting our community's social, environmental, and economic wellbeing from any future oil spills.

NOW THEREFORE BE IT RESOLVED, that the Council of the City of Cordova, Alaska stands strongly against any legislative or regulatory changes that erode oil spill prevention and response standards, increasing the risk of a catastrophic spill; and

BE IT FUTHER RESOLVED, that the Council of the City of Cordova, Alaska believes that, if the system created after the 1989 spill is weakened, Alaskans will likely face an increased risk of reliving another major oil spill that could damage Alaska's commercial, sport and subsistence fishing, sport and subsistence hunting, other businesses, fish, wildlife, environment, and the culture and quality of life of the people; and

BE IT FURTHER RESOLVED, that the Council of the City of Cordova, Alaska requests that the State of Alaska provide information on the statutes and regulations the Department has already claimed can be eliminated or significantly reformed.

PASSED AND APPROVED THIS 19th DAY OF FEBRUARY 2020.

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



Coastal Communities

Public input needed to safeguard state protections: Alaska's oil spill prevention and response standards at risk

Background:

Alaska Department of Environmental Conservation (ADEC) recently opened a public scoping process to solicit comments and input from stakeholders, the public, and industry on the oil discharge prevention and contingency plan regulations (18 AAC 75, Article 4) and statutes relevant to contingency planning (AS 46.04).¹

A contingency plan (c-plan) is a document that contains all the details about preventing and responding to emergencies. C-plans demonstrate that enough equipment and personnel are available to respond in case of an oil spill. Owners and operators of facilities or tank vessels are required to submit their c-plans to ADEC prior to starting operation and for regular review. Regulators review the c-plan, and if it meets applicable statutes (laws) and regulations, the plan gets approved. It is in the contingency planning documents – and only in these documents – that industry demonstrates to the State and the public that planning and resources are available to prevent and respond to oil spills.

Preventing an oil spill from occurring in the first place is the most effective strategy to protecting human health and the environment. If an oil spill occurs, however, it is necessary that a systematic and well-organized approach to contain, control, and clean up be planned ahead of time so it can be implemented quickly. C-plans serve as a contract from industry to the State, acting as an insurance policy to the citizens that their interests are being protected in both spill prevention and response preparedness.

The world-class oil spill prevention and response system for the Valdez Marine Terminal and associated tankers is a direct result of post-Exxon Valdez spill laws and regulations designed to protect Alaskans and our environment, as well as commercial and sport fishing, aquaculture, recreation, tourism, subsistence, and cultural interests.² The 1990 Alaska Oil Spill Commission Report, which assessed the causes of the Exxon Valdez oil spill, states, “The notion that safety can be ensured in the shipping industry through self-regulation has proved false and should be abandoned as a premise for policy. Alert regulatory agencies, subject to continuous public oversight, are needed to enforce laws governing the safe shipment of oil.”³ Industry has shown they have been able to meet or exceed current regulatory requirements, and has demonstrated a commitment to the environment through safer operations, while operating profitably for the last 30 years.

Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) has concerns that the current review and reform is an effort to roll back regulations in order to cut costs for the oil industry, effectively

¹ <https://aws.state.ak.us/OnlinePublicNotices/Notices/View.aspx?id=195806>

² <http://bit.ly/LegislativeIntent>

³ <http://www.evostc.state.ak.us/index.cfm?FA=facts.details>

shifting the burden from oil industry to the people, fish, wildlife, environment, and to the many industries, as well as cultural practices, which rely on them. A concern voiced by ADEC is that the regulations governing c-plans are long, making compliance burdensome.⁴ However, the length of the regulations is to provide details for the wide variety of operations, including crude tankers, non-crude tankers and barges, crude oil terminals, non-crude terminals, oil and gas exploration facilities, production facilities, pipelines, and railroad tank cars. Many of the details in c-plan regulations were adopted over time to provide guidance and predictability to industry. There is no “one size fits all” plan; each plan is only as long as it needs to be to include enough details on how prevention and response actions are to be carried out so that there is no ambiguity. The message the State is currently sending to Alaskans is clear: the long-term health of Alaska's coastal communities is secondary to the oil industry's bottom line.

Public input is needed to strongly oppose any legislative or regulatory changes that would erode oil spill prevention and response standards, increase the risk of a catastrophic spill, or demonstrate a return of the complacency on the part of the oil industry and regulators that Congress determined to be a primary cause of the Exxon Valdez oil spill.

We encourage you to make public comment in support of strong regulations that protect our pristine environment, coastal attractions, unique wildlife, and healthy fish populations from oil pollution.

Please review the extensive resources available at <http://www.pwsrcac.org/regulatoryreform/> for further details on contingency plans and the current public scoping process.

How this Impacts Our Communities:

PWSRCAC is concerned about the impact reduced regulations could have on the small, complex communities we represent in our region, including Prince William Sound, Cook Inlet, and Kodiak Island. We have compiled the following notes to assist individuals and entities in crafting comments for ADEC that address these particular concerns.

C-plans are the primary document which guarantee that prevention efforts are robust and aligned with best available technology. Preventing spills is the best way to avoid detrimental impacts on communities. A detailed c-plan guides effective and timely response to mitigate environmental impacts. Prevention is key. Response efforts have huge impacts on local towns and villages. The Exxon Valdez oil spill (EVOS) was a powerful disruptor of small-town life, with impacts to Cordova being particularly well studied.

⁴ <https://vimeo.com/325737727>

Economic impacts

A large spill, and the response effort, throw local communities into economic chaos. Some might make money working response (“spillionaires”); others lose out on income from fishing or other industries impacted by the spill. Bankruptcies and foreclosures increase. Local businesses may boom if they can keep up with demand of the response or lose out if their services aren’t needed. Employees take off for higher paying response jobs. An influx of transient workers looking for work strains local resources and law enforcement. In Valdez after EVOS, one of the local churches had spill responders sleeping in shifts on the bare ground at their facility. Others slept in the temporary tent cities that popped up.

With spill clean-up taking priority, disruptions to transportation infrastructure such as marine ferries and airports, supply chains, and other logistics occur.

Mental health and family well-being

After EVOS, local friction and controversy ate at the social fabric of small town life.⁵ Rates of alcoholism, drug use, divorce, and suicide increased with the spill. Family life was stressed, for example if parents went to work the spill and children were left to care for themselves or spend extended time at relatives’ or friends’ houses. Child care (or lack of) is a topic that many EVOS responders mention as they discuss the personal side of the spill. <http://childrenofthespills.org/> is a website that documents stories of individuals who were children during EVOS and the Deepwater Horizon BP spill (DH).

Similar to veterans, many responders who worked the EVOS response have stories and memories that have forever stuck with them in a traumatic way.

Community cohesiveness and cultural identity

EVOS brought many conflicting emotions and decisions with which communities struggled. “Is working spill response ‘selling out’? When will payment from lawsuits come, if ever? Do I need to move because I can’t fish anymore? What will happen to the whales? Will life ever feel normal again?”

The unrest, logistical challenges, social and emotional pressures, and fears of the unknown can cause pervasive and lasting impacts on a community. These impacts cannot be discounted when regulations are up for reform. The public must ask, what is the trade-off for reducing “burden” on the oil industry?

Physical health and long-term impacts

Of the 1,747 research papers published by BP-funded research post-DH, just 32, or 3%, focused on human health effects. Just 1% of peer-reviewed papers on oil spills prior to the BP incident dealt with health issues.⁶ Many anecdotal and personal stories from folks who were connected with EVOS and DH suggest that exposure to crude oil has unexpected, pervasive, and lifelong impacts to human health.⁷ Although the cause and effect of each person’s experience is hard to substantiate, the perception is real and has its own impact on communities.

⁵ <http://www.pwsrca.org/programs/oil-spill-prevention/coping-with-technological-disasters/>

⁶ <https://agupubs.onlinelibrary.wiley.com/doi/full/10.1029/2019GH000217>

⁷ <https://www.amazon.com/Sound-Truth-Corporate-Myth-Legacy/dp/0964522667>



Fishing & Aquaculture

Public input needed to safeguard state protections: Alaska's oil spill prevention and response standards at risk

Background:

Alaska Department of Environmental Conservation (ADEC) recently opened a public scoping process to solicit comments and input from stakeholders, the public, and industry on the oil discharge prevention and contingency plan regulations (18 AAC 75, Article 4) and statutes relevant to contingency planning (AS 46.04).¹

A contingency plan (c-plan) is a document that contains all the details about preventing and responding to emergencies. C-plans demonstrate that enough equipment and personnel are available to respond in case of an oil spill. Owners and operators of facilities or tank vessels are required to submit their c-plans to ADEC prior to starting operation and for regular review. Regulators review the c-plan, and if it meets applicable statutes (laws) and regulations, the plan gets approved. It is in the contingency planning documents – and only in these documents – that industry demonstrates to the State and the public that planning and resources are available to prevent and respond to oil spills.

Preventing an oil spill from occurring in the first place is the most effective strategy to protecting human health and the environment. If an oil spill occurs, however, it is necessary that a systematic and well-organized approach to contain, control, and clean up be planned ahead of time so it can be implemented quickly. C-plans serve as a contract from industry to the State, acting as an insurance policy to the citizens that their interests are being protected in both spill prevention and response preparedness.

The world-class oil spill prevention and response system for the Valdez Marine Terminal and associated tankers is a direct result of post-Exxon Valdez spill laws and regulations designed to protect Alaskans and our environment, as well as commercial and sport fishing, aquaculture, recreation, tourism, subsistence, and cultural interests.² The 1990 Alaska Oil Spill Commission Report, which assessed the causes of the Exxon Valdez oil spill, states, “The notion that safety can be ensured in the shipping industry through self-regulation has proved false and should be abandoned as a premise for policy. Alert regulatory agencies, subject to continuous public oversight, are needed to enforce laws governing the safe shipment of oil.”³ Industry has shown they have been able to meet or exceed current regulatory requirements, and has demonstrated a commitment to the environment through safer operations, while operating profitably for the last 30 years.

Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) has concerns that the current review and reform is an effort to roll back regulations in order to cut costs for the oil industry, effectively shifting the burden from oil industry to the people, fish, wildlife, environment, and to the many

¹ <https://aws.state.ak.us/OnlinePublicNotices/Notices/View.aspx?id=195806>

² <http://bit.ly/LegislativeIntent>

³ <http://www.evostc.state.ak.us/index.cfm?FA=facts.details>

industries, as well as cultural practices, which rely on them. A concern voiced by ADEC is that the regulations governing c-plans are long, making compliance burdensome.⁴ However, the length of the regulations is to provide details for the wide variety of operations, including crude tankers, non-crude tankers and barges, crude oil terminals, non-crude terminals, oil and gas exploration facilities, production facilities, pipelines, and railroad tank cars. Many of the details in c-plan regulations were adopted over time to provide guidance and predictability to industry. There is no “one size fits all” plan; each plan is only as long as it needs to be to include enough details on how prevention and response actions are to be carried out so that there is no ambiguity. The message the State is currently sending to Alaskans is clear: the long-term health of Alaska's coastal communities is secondary to the oil industry's bottom line.

Public input is needed to strongly oppose any legislative or regulatory changes that would erode oil spill prevention and response standards, increase the risk of a catastrophic spill, or demonstrate a return of the complacency on the part of the oil industry and regulators that Congress determined to be a primary cause of the Exxon Valdez oil spill.

We encourage you to make public comment in support of strong regulations that will continue to protect coastal and marine habitat from oil pollution.

Please review the extensive resources available at <http://www.pwsrcac.org/regulatoryreform/> for further details on contingency plans and the current public scoping process.

How this Impacts the Fishing and Aquaculture Industries:

PWSRCAC is concerned about the impact reduced regulations could have on the fishing industry, aquaculture, recreational fishing, subsistence fishing, and Alaska seafood marketing. We have compiled the following notes to assist individuals and entities in crafting comments for ADEC that address these particular concerns.

Risk to fish:

The Exxon Valdez and Deepwater Horizon oil spills both resulted in widespread fishery closures. Impacts of oil in the ecosystem disrupted some fisheries long term. The herring industry in Prince William Sound never recovered, which some say is a direct result of the 1989 spill.⁵ A report from Sea Grant details some of the ways fish and marine ecosystems are disrupted by oil: <http://masgc.org/oilscience/oil-spill-science-fish-impacts.pdf>

A reduction in oil spill response equipment and trained personnel could impact the timing of a response to contain, control, and clean up an oil spill. The earlier you respond to a spill, the more likely the response will mitigate environmental impacts.

⁴ <https://vimeo.com/325737727>

⁵ <http://www.evostc.state.ak.us/index.cfm?FA=status.herring>

A reduction in response equipment and trained personnel could weaken oil spill response protection of Environmentally Sensitive Areas (ESAs) such as sensitive fish rearing habitat, salmon streams, and hatcheries. ESAs typically have special protections listed in c-plans⁶ and are a cost-saving target for industry reductions when they submit updates to c-plans for regulatory review.

Food safety:

Oil in the water makes fish unmarketable. Public perception means that an oil spill anywhere in Alaska could have statewide impact on fish marketability. The State of Alaska will shut down sales of seafood in areas that have experienced a spill to proactively protect our markets.

After the Deepwater Horizon spill, “the seafood industry was particularly impacted by perceptions: for example, over half of people surveyed thought that Louisiana oysters were unsafe to eat although evidence demonstrated otherwise.”⁷ One study showed that concern about seafood consumption jumped from 17% to 79%.⁸ Self-reported consumption of local seafood decreased significantly (50%) during the Deepwater Horizon oil spill. As of 2016, negative seafood quality perceptions remained.⁹

Many Alaskans hunt and fish. An oil spill not only disrupts the commercial aspects of these activities, but also impacts sport and subsistence hunting and fishing activities.

Long-term impacts of oil spills to fish:

Oil that lingers in the environment can have toxic effects on commercial fish species at much lower levels than previously thought, as low as 10 parts per billion. A PWSRCAC-sponsored study looked at the effects of very low levels of crude oil exposure on the embryos of Pacific herring and pink salmon. Exposed fish developed heart and spine defects that reduced swimming ability and reduced survival. Learn more and see the full report: www.bit.ly/HydrocarbonToxicity

In another study, some of the same scientists also looked at the effects of small amounts of crude oil on Arctic cod. Exposed embryos developed jaw, heart, and metabolism defects, resulting in higher mortality during their first winter. Learn more: <https://alaska-native-news.com/44757-2/44757/>

Protect SERVS and our world-class spill response system:

Oil shippers are required by state law to meet a standard of preparedness to respond to an oil spill. This standard drives the response equipment, exercises and trainings, and reliance on locally contracted vessels and “fishing vessel program” in Prince William Sound.

Alaska state statute further mandates that all shippers moving oil through Prince William Sound form a common spill response organization, which is called Ship Escort/Response Vessel System (SERVS). SERVS performs both oil spill prevention, i.e. tug escorts of laden tankers, and the oil spill response system. With large stockpiles of equipment, annual trainings involving 400+ locally contracted vessels and crews, and other frequent equipment deployments and practice, the Prince William Sound response system is one of the best in the world.

⁶ <https://dec.alaska.gov/spar/ppr/response-resources/grs/>

⁷ <http://credbc.ca/tourism-industry-impacts-the-deepwater-horizon-spill/>

⁸ <https://www.athensjournals.gr/health/2016-3-3-1-Naquin.pdf>

⁹ <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5034714/>

This prevention and response network could weaken, however, if the law mandating that Alyeska control in-house oil spill response capabilities is eliminated. Alyeska Pipeline Service Company and the shippers could choose to outsource spill prevention and response services to a contractor instead.

Industry has indicated a desire to reduce the overall number of required drills and exercises, including ADEC's ability to call unannounced exercises. A reduction in drills and exercises could reduce response readiness.

Prevention is the only way to avoid impacts to the environment and fish habitat from oil spills. Practiced and comprehensive spill response is necessary to minimize damage should a spill occur.

Join us in telling ADEC that the hundreds of small and family-owned businesses that form the backbone of the Alaska fishing industry do not consider oil spill prevention and response regulations "burdensome"; they are the cost of doing business in Alaska.

Regular City Council Meeting
February 5, 2020 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order

Mayor Clay Koplín called the Council Regular Meeting to order at 7:00 pm on February 5, 2020, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance

Mayor Koplín led the audience in the Pledge of Allegiance.

C. Roll call

Present for roll call were **Mayor Clay Koplín** and Council members **Ken Jones, Melina Meyer, David Allison** and **David Glasen**. Council members **Tom Bailer** and **Jeff Guard** were present via teleconference. Council member **Anne Schaefer** was absent. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois**.

D. Approval of Regular Agenda

M/Allison S/Glasen to approve the Regular Agenda.

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

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

F. Communications by and Petitions from Visitors

1. Guest speaker - none

2. Audience comments regarding agenda items - none

3. Chairpersons and Representatives of Boards and Commissions

Greg Meyer, Chair of the CCMCA Board reported: 1) thanked City for the wonderful job snow plowing and sanding at the hospital; 2) talks with NVE are moving along, no real glitches yet; 3) they've sent a request to the state for the PERS information - should hear back in a month or so; 4) will be losing CEP Randall Draney end of June - looking for a replacement; 5) the cashflow analysis that was reported back in August seems to be holding true; approximately \$600K in bank currently, which equals about 20 days. Some good news - 2019 gross revenue was up \$1M, contractual adjustments were also up about \$1M. More good news on bad debt: in 2018 \$740K was written off, in 2019 it was \$260K. 6) **Vicki Blackler** is coming on part-time to help with Accounts Receivable - currently to date A/R is about \$2M. Average aging of accounts receivable in June was 130 days, we've gotten that down to 100 days currently and our goal is to get to 50 days by the summer. 7) The CNA course he had reported 6 participants, actually 12 would up enrolling a good collaborative effort between PWS College, CCMC and Ilanka.

4. Student Council representative - **William Deaton** reported that a new school board policy had been approved and Student Council discussed it last week. They are concerned about the implications the new policy will have on teachers, coaches and volunteers. They will be taking their concerns to School Board next week. Homecoming will be March 6 and 7 and preparations are well underway; hope to see a lot of alumni show up in support of the Wolverines.

G. Approval of Consent Calendar

5. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of the following: Council member Anne Schaefer from the 01/15/2020 Regular Meeting

6. Council action to waive right to protest renewal of liquor licenses #40 and #41 (beverage dispensary and package store) for Alaskan Hotel & Bar

7. Council Concurrence of Appointments to fill vacancies on Library Board and Historic Preservation Commission

8. Council Concurrence of Mayor's Appointments to City Election Board

Vote on the approval of the consent calendar: 6 yeas, 0 nays, 1 absent. Glasen-yes; Jones-yes; Meyer-yes; Schaefer-absent; Allison-yes; Bailer-yes and Guard-yes. Consent calendar was approved.

H. Approval of Minutes

Mayor Koplín commented - asked the Clerk if there had been an audit of some minutes that hadn't ever been approved. **Bourgeois** reported that these are just some minutes that hadn't been written or approved - she had a college student come into the office over Holiday break and help get us caught up. More might be coming forward.

M/Allison S/Glasen to approve the minutes.

9. Minutes of the 12-08-17 Special Council Meeting
 10. Minutes of the 03-15-18 Special Council Meeting
 11. Minutes of the 04-17-19 Special Joint Council Meeting w/CCMC Authority Board
 12. Minutes of the 05-24-19 Special Council Meeting
 13. Minutes of the 06-12-19 Special Joint Council Meeting w/CCMC Authority Board
 14. Minutes of the 09-28-19 Special Council Meeting
 15. Minutes of the 12-18-19 Council Public Hearing
 16. Minutes of the 12-18-19 Regular Council Meeting
 17. Minutes of the 01-15-2020 Council Public Hearing
 18. Minutes of the 01-15-2020 Regular Council Meeting
- Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.

I. Consideration of Bids - none

J. Reports of Officers

19. Mayor's Report - **Mayor Koplín** reported that he's been working hard on Fisheries issues and AMHS issues (as has the whole community). He recognized **Cathy Renfeldt**, the Chamber Board, local businesses and citizens for keeping the pressure on the AMHS. He thanked **Robin Irving** for drafting some insightful considerations to the AMHS. The Port Authority item later is just a memo asking for support for the Manager to start exploring that option.

20. Manager's Report - City Manager **Helen Howarth** reported: 1) sat in on AMHS scheduling teleconference - it is clear that the scheduler is trying to accommodate earlier service in PWS to help with SERVS, Shorebird and arrival of the fishing fleet - difficulty being all the out-of-service vessels. We were told the LeConte would not be able to start any earlier than May 20 - will try to get the Kennicott to serve a few runs in PWS early. The schedule will be out in 2 weeks and we should not let the pressure off. **Howarth** also gave a shout out to **Robin Irving** - she pored over the schedule and really came up with actual workable solutions that don't impact the whole system. 2) Governor has a supplemental budget that can help with a lot of the major cuts from last budget, fire, Medicaid/Medicare, an AMHS (\$5M for vessel improvements and \$7M for operations) - should be voted on Friday by the legislature. 3) **Howarth** gave a shout-out to all snow removal crews, public and private, she said it was obvious that we're experienced having endured the last snowpocalypse.

21. City Clerk's Report - **Bourgeois** reported: 1) upcoming March 3, 2020 election, declared candidates: Council Seat B - Ken Jones, Cathy Sherman, Seat C - Jeff Guard, School Board - Sheryl Glasen, CCMCA Board - Kelsey Hayden. Absentee in person to begin February 18 at City Hall.

22. Staff Quarterly Reports - 4Q 2019 - Library Department - **Director Debbie Carlson**, Cordova Harbor & Port - **Harbormaster Tony Schinella**, Cordova Center - **Museum Director Mimi Briggs**, Cordova Fire Department - **Fire Marshal Paul Trumblee**, Cordova Police Department - **Chief Mike Hicks**

Council comments on Staff reports - **Bailer** commented that the burn pile was mentioned in the Harbormaster report, so he wanted to reiterate his concern about figuring out what to do with the burn pile sooner rather than later as the PWSSC works toward building down there. **Meyer** commented that the Police Report mentions the NVE grant for the K9 officer and she wanted to acknowledge them for that.

K. Correspondence

23. 12-18-19 CFDC letter to ADF&G re PWS Tanner Crab Test Fishery
 24. 01-07-2020 ADEC ltr to ADFG re early notice of LTF wastewater discharge permits
 25. 01-16-2020 Letter to CCMCA board and staff forwarded to Council by G. Meyer
 26. 01-16-2020 Letter from DCRA Director Moller re 2019 Cdv population determination
 27. January letter from City Planning Commission to ADOT
 28. 01-28-2020 ADF&G 2020 PWS and Copper River Salmon Forecast
 29. 01-29-2020 Letter from Bob Smith regarding Fisheries
 30. 01-29-2020 Letter from Representative Don Young regarding USCG City designation
- Glasen** commented on item 29 and wondered if Council shouldn't have a resolution of support for the proposals being put forward to the Board of Fish.

L. Ordinances and Resolutions - none

M. Unfinished Business - none

N. New & Miscellaneous Business

31. Council direction to Manager to investigate and make recommendations regarding establishment of a Port Authority

M/Allison S/Glasen to authorize City Manager, *Helen Howarth*, to investigate and make recommendations regarding establishment of a port authority by the City and/or work collaboratively with regional partners to determine viable management structure for the AMHS in PWS.

Allison said he wanted to clarify that there are other uses of a port authority, not just the marine highway, it's worth looking into. *Meyer* agreed she'd like this explored, she wants the pros and cons presented. *Jones* thinks this is a bad idea, this won't be profitable for the City to take over the ferry - or else private industry would've taken it over already. If there is a state subsidy, maybe it could make the ends meet, he then might be more inclined. He thinks this is a waste of staff time.

Glasen was under the impression that this would be in conjunction with NVE. *Howarth* said many things are on the table. Shepard Point is a consideration, NVE will need a regional port authority or a Cordova port authority, so she will gather and research and bring all the information back to Council.

Vote on the motion: 5 yeas, 1 nay (Jones), 1 absent (Schaefer). Motion was approved.

32. Pending Agenda, Calendar and Elected & Appointed Officials lists

Mayor Koplín said due to flight cancellations the USCG City Proclamation presentation was rescheduled, he'll let us know an update when there is one. *Mayor Koplín* also asked Council to fill out and return the Clerk's evaluation documents that he had handed out for Council - he'd like them all back by February 19. *Meyer* asked for Gross Receipts tax to be added to the Impact Tax item (13 on the PA list). *Jones* asked for a work session on the prospect of requiring a vote before any new tax or increase in tax. Council opted for a 6:30 pm work session on February 19. *Allison* mentioned item 5 on PA - he is more interested in actually going out for an RFP for City Attorney. He'd like to get one out before summer, maybe evaluate it in the fall. *Bailer* said there is an item on PA about Council/Board training - he'd like to see us move on that. He would also like to hear an update from the manager on how it's going with investment firms. Council also pulled off the item that said Joint Work Session with Harbor Commission by scheduling that joint work session for March 11 at 6 pm. *Jones* asked to discuss the different grants as listed in PA item 15.

Barb Jewell, School Board President arrived late and reported for School Board. Contract recommendations will be heard at the next School Board meeting - earlier than usual so they have more time to fill open positions. *Gayle Groff* will be retiring so the district is already in search of an elementary school principal. They will also be looking at budgets revisions and will conduct the superintendent evaluation. Travel has been tough for the school, like the whole community. They continue to advocate with legislators for better AMHS/travel access.

O. Audience Participation - none

P. Council Comments

Bailer thanked staff for handling the snow, especially the coordination with the State to help open the airport. He mentioned Roberts Rules being used even in the highest court in the land, he heard "without objection" being used and he thinks it's a smart way to move meetings along.

Glasen thanked staff and crews on clearing snow and also sanding. He also said it was amazing that just in time for Iceworm parade there was sunshine.

Meyer echoed the snow/airport issues. She also thanked the Iceworm committee for their great job again with the festival. *Jones* clarified his comments and vote on the Port Authority issue; he is not anti-ferry service for Cordova - he wants to hold the State's feet to the fire - he thinks it's their responsibility. He thanked Council member *Meyer* for wearing the costume. He also thanked the volunteer committee for the festival.

Q. Executive Session - none

R. Adjournment

M/Allison S/Glasen to adjourn the meeting.

Hearing no objection *Mayor Koplín* adjourned the meeting at 7:43 pm.

Approved: February 19, 2020

Attest: _____
Susan Bourgeois, CMC, City Clerk

City of Cordova
Mayor's Report
February 19, 2020 Regular Meeting date

Once again, the pressures of Ferry Service, Fisheries Opportunities, and other competing priorities have me spending time working on issues with little time to capture and communicate them. I hope to publish an article soon with Cordova Times from the Mayor's Corner to provide some updates on these items. In the meantime, my written report will be brief, and I will supplement it with a more comprehensive verbal report at the regular council meeting next week.

Hatchery Support Letter I will be sending a letter of support to the Board of Fish supporting hatchery operations if there is no objection from council.

ADF&G Management Funding: I will be sending a letter of support to Representative Stutes and Senator Stevens to support ADF&G baseline management funding for our current primary fisheries including groundfish and salmon as administrative cuts erode ADF&G's budget to the point that local offices and fisheries may be closed for lack of resources if there is no objection from council.

Fisheries Development Committee is meeting regularly to develop new fisheries. There may be a verbal report at the council meeting and there is a letter in the packet.

Cordova Winter AMHS Service: A new bill proposes over \$15M in restorative funds to put vessels back in service as of 2/13/20.

Alaska Air Service: Alaska Airlines has been providing more and deeper discounts to the community to acknowledge our reduced ferry service and have been visiting Cordova frequently to work to try and improve the service in the areas we need it most. Representatives will be in Cordova next week to meet with us again.

USCG City Designation: I am working with the USCG, NVE, City, and Rep. Stutes to reschedule a celebration of the designation, perhaps in conjunction with one of our festivals or events.

**CITY OF CORDOVA
MANAGER'S REPORT
February 19, 2020**

AMHS UPDATES

At a recent House Finance committee meeting, Assistant Director Mary Siroky and other AMHS staff were queried in great detail about the condition of AMHS vessels, schedules, and other issues. Siroky mentioned that **they're trying to get the Kennicott into service a week earlier than originally planned, around April 17 in order to add additional trips into and out of Cordova.** The published April 23 sailing would also still happen.

This is some hopeful news. Legislators are clearly paying attention to the loud voices coming from coastal communities impacted by AMHS cuts. The extra sailings will be announced when they release the revised summer schedule at the end of February.

The House Finance committee meeting can be accessed here:

<http://www.akleg.gov/basis/Meeting/Detail?Meeting=HFIN%202020-02-10%2013:30:00#> - if you fast forward in the tape to 2:45:15, you'll hear Rep. Ortiz asking about additional service to Cordova....At 3:17, Rep. Wool is asking about the Hubbard or Tazlina's ability to do the Whittier to Cordova run.

KUDOS to Cathy Renfeldt, the Cordova Chamber of Commerce and volunteer organizers of the recent Ferry Rally which was attended by nearly 100 sign waving citizens.

CITY INSURANCE PLANS

Staff is seeking competitive quotes for Health Insurance Plan brokerage to ensure City/CCMC are getting competitive pricing. This action will not change the employee health plan benefits but provide for evaluation of plan administrative costs.

Staff is also seeking competitive quotes on Liability, Workman's Comp and other general insurance.

INVESTMENTS

Staff has begun review of our investments and will issue an RFP for investment management by May 1.

BURN PILE/REFUSE

Sam Greenwood has prepared a memo (attached) to explain the status of the burn pile. The broader refuse issue will be addressed in Spring/Summer.

CITY ATTORNEY

It is now policy for staff (excluding Enterprise Funds) to go to the City Manager for pre-approval before approaching City Attorney with legal questions.

Council has asked staff to investigate other legal counsel. Before doing so, staff requests feedback on Council's primary issues with current legal counsel: quality of work, costs, other?

From: Sam Greenwood <publicworks@cityofcordova.net>
Sent: Friday, February 7, 2020 11:31 AM
To: Helen Howarth <citymanager@cityofcordova.net>
Subject: burn pile

Helen,

ADEC allows burn piles, our burn pile is not grandfathered, it's legal. We will not lose the burn pile if we move it. There has been no discussion at the staff level or with PWSSC to shut down the burn pile. The idea of moving the burn pile had been generally discussed prior to the PWSSC buying the property. The selling of the property and loss of the recreational space brought the discussion into the forefront again. We have thought about two options:

1. Move the burn pile around the corner
2. Build a berm to shield the properties & the uses on the other side

There are pros and cons to both ideas. The area near the hippy cove ponds is becoming more recreational based. The current activities that are moving it in that direction include the PWSSC new campus, upgrades to the terminal fishing access, kids' education by PWSSC & CRWS on site, CRWS acquiring the Stern property. The idea of installing tent platforms and day use space at the end of the PWSSC property (closest to the burn pile) would benefit greatly from the burn pile being moved around the corner, as would the residences in the area. Either option will take dirt and rock work. The plan for 2020 is start developing a strategy to determine the most feasible option and develop a proposal. There could be some incentive to local contractors for the rock and that may be a cost saver for the city. We will continue to work on it and keep you updated on the progress. Please let me know if you have any questions or concerns.

Sam

Samantha Greenwood
Public Works Director
City of Cordova
907-424-6231



Susan Bourgeois, CMC
City of Cordova
Office of the City Clerk
Cordova, AK 99574
601 First Street * PO Box 1210

Phone: 907.424.6248
Fax: 907.424.6000
Cell: 907.253.6248
E-mail: cityclerk@cityofcordova.net

CITY CLERK'S REPORT TO COUNCIL

February 19, 2020 Regular Council Meeting

Date of Report: Jan 31 – Feb 14, 2020

Clerk's Office needs Council Feedback on:

- Pending Agenda Primer - I've tried to summarize Pending Agenda – please give me suggestions for editing this primer or advise if it is clear and accurate

Clerk's Office activities:

- Continued Election prep, mailed absentee ballots to 7 voters so far – preparing for absentee in person to begin Tuesday February 18
- Received and printed Election precinct register, now received electronically from Division of Elections
- Attended staff meeting Thursday February 6
- Prepared agenda and packet for Work Session and Regular Meeting of 2-19-2020
- Prepared liquor license renewal item on agenda tonight, compiled responses from Finance and Public Safety
- Prepared Resolution 02-20-06 with assistance from council members, CDFU staff
- Received code supplement #77 from MuniCode, the update is now included in online Code – updates us through Ordinance 1181 from December 2019
- Deputy is staffing CFDC – they met again on 02-04-2020 and 02-14-2020 she's been preparing agendas, recording and writing minutes
- Deputy Clerk finalizing 2020 tax roll entries and new property tax exemption forms – senior citizens have been complying with new forms, assessment notices will be in the mail March 11
- Disseminated signed, sealed resolutions/ordinances/minutes to appropriate City staff/lobbyist/etc.
- Corresponded with a citizen about link on City website concerning Ferry comments
- Worked with PWSRCAC staff to get info, then prepared Resolution 02-20-05 for action tonight
- Assisted local business with plastic bag/polystyrene foam code provision
- Worked with Public Works Director, City Manager, PWSSC staff then prepared Resolution 02-20-07 for action tonight
- Worked with finance staff to answer business owners' questions and clarify code provision on sales tax exemptions
- Corresponded with staff to Representative Stutes regarding Pink Salmon disaster funds to municipalities – unfortunately no methodology to report as of yet – he suggested maybe we'd know more later in the spring

Good Afternoon,

Due to an agency request, the agency review period for ADL 232132 has been extended until Tuesday, February 25, 2020.

Please call or email me with any questions.

Thank you,
Karen

Good Evening,

Please find the attached agency review notice and development plan for James Jensen dba Icy Bay, LLC application for an aquatic farm lease ADL 233132 for 74.15 acres, more or less, of state-owned tide and submerged lands located in Double Bay, Prince William Sound, approximately 32 nautical miles from Cordova, Alaska on the north side of Hinchinbrook Island. The purpose of the lease is for the cultivation of Pacific oysters (*Magallana gigas*). You are being asked to look at this information as part of a 20-day agency review. If you have any questions, please let me know.

If you wish to submit formal comments, please see the attached notice for instructions.

Thank you,

Karen Cougan
Aquatic Farming Program Coordinator
Natural Resource Specialist III

Alaska Department of Natural Resources
Division of Mining, Land and Water
Southcentral Regional Land Office
Leasing and Aquatic Farm Programs
550 W. 7th Ave., Suite 900C
Anchorage, AK 99501

Phone: (907) 269-8543

Fax: (907) 269-8913

Website: <http://dnr.alaska.gov/mlw/aquatic/index.cfm>

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER



Northern Region
3700 Airport Way
Fairbanks, AK 99709
(907) 451-2705

Southcentral Region
550 W 7th Avenue, Ste 900C
Anchorage, AK 99501-3577
(907) 269-8552

Southeast Region
400 Willoughby, #400
Juneau, AK 99801
(907) 465-3400

AGENCY REVIEW

This is notification that the Southcentral Regional Land Office (SCRO), Leasing Unit, received an application for a 10-year aquatic farmsite lease in accordance with AS 38.05.083, authorizing the use of 74.15 acres, more or less, of state tide and submerged lands in Double Bay, Prince William Sound, Alaska. The purpose of this notice is to gather input before a decision is made on this activity.

<u>Case #</u>	<u>Location</u>	<u>Area Plan</u>
ADL 233132 James Jensen dba Icy Bay, LLC	SE 1/4 of Section 20, SW 1/4 of Section 21, NW 1/4 of Section 28, and NE 1/4 of Section 29 Township 16 South Range 7 West Copper River Meridian Approximate area: 74.15 acres	Prince William Sound Area Plan Map: Management Unit 25, Subunit 25d Designation: Habitat and Harvest, Public Recreation Classification: Wildlife Habitat Land, Public Recreation Land

James Jensen dba Icy Bay, LLC has requested a lease for the installation of a longline and cage system to cultivate Pacific oysters (*Magallana gigas*). A Floating Upweller System will be used as a nursery to grow oyster seed. The proposed lease is located in Double Bay, Prince William Sound, approximately 32 nautical miles west of Cordova, Alaska on the north side of Hinchinbrook Island.

After review and adjudication, SCRO may issue an authorization with stipulations for the activity. The activity may be modified during the review and adjudication process. SCRO reserves the right to determine the term and size of the lease.

You are invited to review the enclosed application materials and comment. Please direct written comments to Karen Cougan at the address above, or send via email to karen.cougan@alaska.gov, or by fax to (907) 269-8913, no later than **January 30, 2020**. You need not respond if you do not have any recommendations. The purpose of this notice is to gather input before a Preliminary Decision is made to ensure that issuance of the proposed lease will be in the best interests of the State of Alaska. If you have any questions, please call me at (907) 269-8543.

Sincerely,

Karen Cougan
Natural Resource Specialist III



Regional Citizens' Advisory Council / "Citizens promoting environmentally safe operation of the Alyeska terminal and associated tankers."

In Anchorage: 3709 Spenard Road / Suite 100 / Anchorage, Alaska 99503 / (907) 277-7222 / FAX (907) 277-4523
In Valdez: P.O. Box 3089 / 130 South Meals / Suite 202 / Valdez, Alaska 99686 / (907) 834-5000 / FAX (907) 835-5926

MEMBERS February 11, 2020

Sent via email and USPS mail

Alaska State
Chamber of Commerce

Mayor Clay Koplin
City of Cordova

Chugach Alaska
Corporation

P.O. Box 1210
Cordova, AK 99574

City of Cordova

Dear Mayor Koplin:

City of Homer

The Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) is writing to advise you that Robert Beedle's term on our Board of Directors expires at the upcoming May 7-8, 2020, annual meeting in Valdez.

City of Kodiak

The dedicated seat for the City of Cordova is its opportunity to influence decisions having profound implications for oil transportation safety in Alaska, and for the state's oil spill prevention and response capabilities. We greatly value your past participation.

City of Seldovia

City of Seward

The City of Cordova is best served by a representative who:

City of Valdez

- Understands her/his organization and/or community, its needs, concerns and perspectives;
- Has at least a rudimentary familiarity with oil transportation issues;
- Has a home and work schedule flexible enough to allow participation and travel;
- Is committed to our mission of promoting environmentally safe operation of the Alyeska terminal and associated tankers; and
- Seeks opportunities to foster cooperative and constructive relationships between citizens, industry and regulatory agencies.

City of Whittier

Community of
Chenega

Community of
Tatitlek

Cordova District
Fishermen United

A PWSRCAC director can expect to devote an average of 15 hours a month on PWSRCAC business. The full Board conducts three 2-day meetings in January, May, and September. In addition, annual budget and planning meetings are held, as well as special meetings and opportunities to participate in committees or work groups. PWSRCAC staff provides support to board members whenever possible.

Kenai Peninsula
Borough

Please notify us in writing, no later than Monday, March 30, 2020, of your selected individual for the City of Cordova's next two-year term on the PWSRCAC board. Ideally, this individual will then be expected to attend our May 7-8, 2020, meeting in Valdez for confirmation and participation. **If Robert Beedle will continue to be your representative, we ask that you still notify PWSRCAC in writing.**

Kodiak Island
Borough

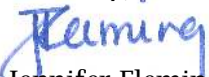
Kodiak Village Mayors
Association

If you have further questions about the PWSRCAC or the responsibilities of its directors, please don't hesitate to call. Thank you for your cooperation, and we look forward to the City of Cordova's continued contribution.

Oil Spill Region
Environmental
Coalition

Sincerely,

Port Graham
Corporation


Jennifer Fleming
Executive Assistant

Prince William Sound
Aquaculture
Corporation

Cc via email: Robert Beedle

Feb 12 2020

To the F.D. Committee,

A source from within the ADF&G recently told me that Jan Rumble (shellfish biologist) does not believe the chairman has the support of the committee. It is unfortunate that Jan cannot assess crab stocks as well as she can assess the nature of the committee's infighting.

Enclosed members will find seven bullet points which I hope will clarify my positions.

#1 > the way to have a fishery is to have a fishery.

#2 > A Commissioners Permit fishery is the fishery to have. A CP fishery can provide stock assessments which are accurate, safe, and affordable. It is a proven method.

#3 > The way to introduce CP fisheries is through simple regulatory change.

4) the way to achieve that change is to insist upon it. Starting with the Board of fish.

5) For over 30 years ADF&G has closed crab fishing in Prince William Sound. This closure is not based on science but on a regulation which absolves the Dept. from doing its job.

6) For over 30 years the Dept has been in violation of its own crab mgmt policy.

7) The Dept needs to be held accountable for its actions. If it cannot be held accountable here where can it be held accountable?

It is unfortunate that as chair I have been unable to communicate these positions effectively. I will continue to advocate these positions as I have for the last seven years. The committee will have to examine its role and leadership

Sincerely
Bob Smith

Good afternoon,

Please find the attached Agency Review Notice and Development Plan for Thea Thompson dba Royal Ocean Kelp Company application for an aquatic farm lease ADL 233396 for 2.89 acres, more or less, of state-owned tide and submerged lands located in Windy Bay on the north side of Hawkins Island, Prince William Sound, approximately 13 miles west of Cordova, Alaska. The purpose of the lease is for the cultivation of sugar kelp (*Saccharina latissima*) and ribbon kelp (*Alaria marginata*). You are being asked to look at this information as part of a 20-day agency review. If you have any questions, please let me know.

If you wish to submit formal comments, please see the attached notice for instructions.

Thank you,

Karen Cougan
Aquatic Farming Program Coordinator
Natural Resource Specialist III

Alaska Department of Natural Resources
Division of Mining, Land and Water
Southcentral Regional Land Office
Leasing and Aquatic Farm Programs
550 W. 7th Ave., Suite 900C
Anchorage, AK 99501

Phone: (907) 269-8543

Fax: (907) 269-8913

Website: <http://dnr.alaska.gov/mlw/aquatic/index.cfm>

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER



Northern Region
3700 Airport Way
Fairbanks, AK 99709
(907) 451-2705

Southcentral Region
550 W 7th Avenue, Ste 900C
Anchorage, AK 99501-3577
(907) 269-8552

Southeast Region
400 Willoughby, #400
Juneau, AK 99801
(907) 465-3400

AGENCY REVIEW

This is notification that the Southcentral Regional Land Office (SCRO), Leasing Unit, received an application for a 10-year aquatic farmsite lease in accordance with AS 38.05.083, authorizing the use of 2.89 acres, more or less, of state tide and submerged lands located in Windy Bay, Prince William Sound, Alaska. The purpose of this notice is to gather input before a decision is made on this activity.

<u>Case #</u>	<u>Location</u>	<u>Area Plan</u>
ADL 233396 Thea Thomas dba Royal Ocean Kelp Company	SE 1/4 of Section 17, Township 15 South Range 4 West Copper River Meridian Approximate area: 2.89 acres	Prince William Sound Area Plan Map: Management Unit 26, Subunit 26B Designation: Public Recreation, Wildlife Habitat and Harvest, Forestry Classification: Public Recreation Land, Wildlife Habitat Land, Settlement Land

Thea Thomas dba Royal Ocean Kelp Company has requested a lease for the installation of a submerged longline culture system using seeded line produced from a permitted hatchery for the commercial growth and harvest of two local species of kelp, Sugar Kelp (*Saccharina latissima*) and Ribbon Kelp (*Alaria marginata*). The proposed lease is located in Windy Bay, Prince William Sound, approximately 13 nautical miles west of Cordova, Alaska on the north side of Hawkins Island.

After review and adjudication, SCRO may issue an authorization with stipulations for the activity. The activity may be modified during the review and adjudication process. SCRO reserves the right to determine the term and size of the lease.

You are invited to review the enclosed application materials and comment. Please direct written comments to Karen Cougan at the address above, or send via email to karen.cougan@alaska.gov, or by fax to (907) 269-8913, no later than **March 3, 2020**. You need not respond if you do not have any recommendations. The purpose of this notice is to gather input before a Preliminary Decision is made to ensure that issuance of the proposed lease will be in the best interests of the State of Alaska. If you have any questions, please call me at (907) 269-8543.

Sincerely,

Karen Cougan
Natural Resource Specialist III



Agenda Item # 16
City Council Meeting Date: 02/19/2020
City Council Communication Form

FROM: Susan Bourgeois, CMC, City Clerk
DATE: 02/11/2020
ITEM: Resolution 02-20-06
ACTION: Supporting BOF Proposals

Ordinance Motion
 Resolution Information

I. REQUEST OR ISSUE: CDFU has submitted proposal 244 and Bob Smith and Warren Chappell have submitted proposal 245 for consideration by the Alaska Board of Fisheries at its March 8-11, 2020 meeting. Council members Glasen and Jones have both concurred that City Council should consider a resolution supporting these proposals.

II. RECOMMENDED ACTION: Council approval of Resolution 02-20-06.

III. FISCAL IMPACTS: The City, local businesses and citizens could benefit financially with more and various fisheries in the PWS area. Raw Fish taxes, sales of gear/supplies to a winter fleet of fishing boats and employment for fishing boat owners, crew members, processing plant employees could be gained by opening or increasing such fishing opportunities.

IV. BACKGROUND INFORMATION: attached is the exact language of the 2 proposals to be considered by the Board.

V. LEGAL ISSUES: BOF guidelines call for written comments to be submitted by February 21 in order to be timely for inclusion in the workbook provided to Board members before the meeting.

VI. SUMMARY AND ALTERNATIVES: Council could choose not to approve the resolution or could suggest alternatives.

**CITY OF CORDOVA, ALASKA
RESOLUTION 02-20-06**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
SUPPORTING PROPOSALS TO BE CONSIDERED AT THE STATEWIDE KING AND
TANNER CRAB BOARD OF FISH MEETING IN ANCHORAGE MARCH 8-11, 2020**

WHEREAS, CDFU (Cordova District Fishermen United), Shellfish Division, has submitted proposal 244 to the Board of Fisheries for consideration at the March 8-11, 2020 Statewide King and Tanner Crab meeting; and

WHEREAS, proposal 244 generally asks for allowance of a commercial king crab fishery in the Northern and Western Districts of PWS; and

WHEREAS, two Cordova fishermen, Robert Smith and Warren Chappell, have submitted proposal #245 to the Board of Fisheries for consideration at the March 8-11, 2020 Statewide King and Tanner Crab meeting; and

WHEREAS, proposal 245 generally asks for the creation of commissioner's permit for any king crab fishery in Area E that has been closed for five years; and

WHEREAS, the Council recognizes that Cordova's boat owners, crew members, processors, processing industry employees, ancillary business owners and ancillary business employees would all gain economic benefit from additional fisheries being explored, researched and then opened for harvest by the Alaska Department of Fish and Game; and

WHEREAS, these two proposals, if approved, could allow for economic diversification of Cordova's commercial fisheries into the winter and early spring seasons which would benefit the City of Cordova and Cordova's businesses and citizens.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova, Alaska, supports proposals 244 and 245 submitted to the Board of Fisheries to be considered at the March 8-11, 2020 Statewide King and Tanner Crab meeting.

PASSED AND APPROVED THIS 19th DAY OF FEBRUARY 2020.

Clay R. Koplín, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



Agenda Item # 17
City Council Meeting Date: 02/19/2020
City Council Communication Form

FROM: Susan Bourgeois, CMC, City Clerk
DATE: 02/11/2020
ITEM: Resolution 02-20-07
ACTION: Authorizing Signatory

Ordinance Motion
 Resolution Information

I. REQUEST OR ISSUE: PWSSC and the City are considering a joint application for a grant to EDA. As co-applicants a joint agreement would be required. This resolution appoints City Manager Helen Howarth as the signatory on the joint agreement.

II. RECOMMENDED ACTION: Council approval of Resolution 02-20-07 as a requirement to pursue this grant.

III. FISCAL IMPACTS: The City will not be required to fund the match to the grant. The City will take ownership of the sewer line and pump station after completion and inspection – it will be built to City specifications. The PWSSC will prepare the majority of the grant application with assistance when needed from City staff. The grant will be run through City accounts so there will be required staff time after award.

IV. BACKGROUND INFORMATION: PWSSC’s new campus is an excellent economic development project within the City. Partnering is a benefit to the project and to future development in the area. EDA recommended the co-application. The City staff seeks collaboration and partnerships among organizations in Cordova. Timely approval of this sewer line installation could prove beneficial because a third collaborator, AK DOT, will be in process of completing the Hippie Cove Culvert Replacement project. That project will require DOT to have the road open from the AMHS Terminal to the Fish Cleaning Station on Orca Road which would significantly reduce the cost of the sewer main installation. PWSSC currently has funding in place to provide for the sewer line extension and pump station, an integral component to the entire project. Award of this grant could free up a significant part of that funding to be used on other components of the project.

V. LEGAL ISSUES: none

VI. SUMMARY AND ALTERNATIVES: Council could choose not to approve the resolution or could suggest alternatives.

**CITY OF CORDOVA, ALASKA
RESOLUTION 02-20-07**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING CITY MANAGER HELEN HOWARTH AS THE SIGNATORY FOR THE
JOINT AGREEMENT AS REQUIRED BY THE UNITED STATES ECONOMIC
DEVELOPMENT ADMINISTRATION GRANT APPLICATION**

WHEREAS, The Prince William Sound Science Center is in the process of constructing a new Cordova campus in the Fleming Spit area; and

WHEREAS, the United States Economic Development Administration (EDA) has excellent funding opportunities for such development projects; and

WHEREAS, the EDA recommended that the City of Cordova and the Prince William Sound Science Center pursue one such opportunity as co-applicants; and

WHEREAS, the EDA grant will be used to cover the costs associated with sewer main extension and lift station installation which will benefit the PWSSC campus and will benefit future development in that area; and

WHEREAS, the financial obligation for the grant match will be borne 100% by the PWSSC and after completion and inspection of the sewer line and lift station the City will acquire ownership of same; and

WHEREAS, as co-applicants for the grant, the EDA requires a joint agreement be written and attested to by each party.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova, Alaska does hereby authorize City Manager Helen Howarth to sign the Joint Agreement between the City and the Science Center for the aforementioned EDA Grant application.

PASSED AND APPROVED THIS 19th DAY OF FEBRUARY 2020.

Clay R. Koplín, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Cordova Volunteer Fire Department

FIRE CHIEF MICHAEL HICKS

P.O. Box 304
Cordova, Alaska 99574
(907) 424-6117 or (907) 424-6100
Fax (907) 424-3473
email: fire@cityofcordova.net



February 13, 2020

Mayor Clay Koplín
City Council
City Manager Helen Howarth.

This memo is to advise City Council that the State of Alaska Division of Homeland Security and Emergency Management has granted an award of \$26,500.00 to the City of Cordova for purchasing an additional emergency back-up generator for our community. This generator will power the Bidarki Center as the designated emergency shelter in the event a disaster displaces local community members, and emergency staff, or any other facility with preconnected generator services.

This office is requesting City Council under Cordova Municipal Code in Section 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; Section 5.12.150 (a)(5) - providing for sole source procurements for professional services, to move forward with Construction Machinery Industrial, LLC, (CMI) as the Sole Source Vendor for this grant.

The City of Cordova utilized CMI in 2015 after a Request for Proposal (RFP) claimed CMI as the lowest bidder at the direction of the State of Alaska. This grant was used to purchase a Doosan G25 Back-up Generator for the Water Treatment Facilities and an identical unit for the Little Chapel Emergency shelter for the Cordova Community Medical Center in the event of a disaster.

Purchasing an identical generator through CMI under this year's SHSP 2019 grant will save valuable staff time in research and development in the event of an emergency. It will also reduce city funds in training costs and preventive maintenance costs, which will also allow ease of city-wide utilization and redundancy requiring no additional vendors and or supplies for future connectivity.

Sincerely.

Paul Trumblee
City Fire Marshal

**CITY OF CORDOVA, ALASKA
RESOLUTION 02-20-08**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE SOURCE
CONTRACT WITH CONSTRUCTION MACHINERY INDUSTRIAL, LLC, FOR THE
PURPOSE OF PURCHASING AN EMERGENCY BACKUP PORTABLE GENERATOR
FOR THE CITY OF CORDOVA**

WHEREAS, the Alaska Department of Homeland Security, under the 2019 State Homeland Security Grant Program (SHSP), awarded the City of Cordova a Grant of \$26,500 to purchase an Emergency Portable Generator on a towable Trailer; and

WHEREAS, CMI is a State recognized vendor of Commercial Grade Generators and has extensive experience working with the state and local officials; and

WHEREAS, the City of Cordova has used CMI on previous SHSP Grants as the Sole Source Vendor to purchase an emergency towable generator within its jurisdiction; and

WHEREAS, the self-contained portable generator is fully compatible and functionally seamless with the additional Cordova Emergency Backup Generator, and recognized City Emergency Shelters; and

WHEREAS, no additional equipment or training will be needed to be purchased or installed by additional companies or vendors to be necessary for full compatibility within our organization saving our community future funds; and

WHEREAS, this request meets the provisions of the Cordova Municipal Code in Section 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: and Section 5.12.150 (a)(5) - providing for sole source procurements for professional services.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Cordova, Alaska hereby authorizes the City Manager to enter into a contract with Construction Machinery Industrial, LLC., for purchasing a portable trailer mounted self-contained unit, shipping, associated equipment and materials for the City of Cordova in an amount not to exceed \$26,500.

PASSED AND APPROVED THIS 19th DAY OF FEBRUARY 2020.

Clay R. Koplín, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM # 19
City Council Meeting Date: 2/19/20

CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff
DATE: 2/12/20
ITEM: Resolution 02-20-09
NEXT STEP: Approve Resolution 02-20-09

INFORMATION
 MOTION
 RESOLUTION
 ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Approve Lease with Option to Purchase
Applicant: Cordova Powersports LLC
Area: 15,000 square feet
Zoning: Business District
Attachments: Location Map
Resolution 02-20-09
Draft Lease (Development Plan is Exhibit to lease)

II. RECOMMENDED ACTION / NEXT STEP:

Staff suggest the following motion:

“I move to approve Resolution 02-20-09.”

III. FISCAL IMPACTS:

The fiscal impacts include the rent payments, development, and eventual purchase of the property.

IV. BACKGROUND INFORMATION:

While the lease term is ten years, substantial completion is required in four, which provides one year more than the timeframe in the development plan. The lessee has a financial incentive purchase the property within four years. Below are the proposed and agreed upon terms in the lease:

1. Ten year lease.
2. Annual rent for first four years is \$3,000; after four years it increases based on Consumer Price Index.
3. Substantial Completion of the project is required within four years.
4. Option to Purchase after Substantial Completion.
5. Purchase Price is \$30,000 for first four years; after four years it increases to Fair Market Value.
6. Purchase Price is reduced by all rent paid for first four years; rent paid after four years does not go towards the Purchase Price.
7. Survey will be ordered by the city upon execution of the lease. Lessee shall reimburse survey costs, or lease is in default.

10/17/19 – Received a letter of interest from Sheridan Joyce for the property.

11/12/19 – At the Planning Commission Regular Meeting, the commission recommended City Council dispose of the property by direct negotiation. From the minutes:

M/Baenen S/Bolin to recommend to City Council to dispose of a Portion of Copper River & Northwestern Company, Terminal Ground B as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with Sheridan Joyce to lease or purchase the property.

Baenen said it looked like a great place for **Joyce** to have his shop. **Baenen** said the property was already being utilized by the neighbor and there was some flat area to work with. **Bolin** said he was the only one in town who provided the service. **Roemhildt** said he was in favor as it had been sitting there forever and no one took notice with the property in the past.

Bird said she thought it was unfair to do direct negotiation since the property had been designated ‘Not Available.’ By requesting proposals, they would advertise the property so that anyone else could submit a proposal. **Lohse** said he was interested in what **Joyce’s** plans to develop it were. He thought that anyone with those skills, wanting to do that type of work was valuable. **Pegau** said he also had concerns about doing it through direct negotiation. He said they usually request sealed proposals, as it is a check to see if there is other interest and it requires the applicant to provide more information. **McGann** said that he also had concerns.

Baenen said he disagreed because they did it with Saddle Point Machine’s property and the Science Center. **Joyce** is going through the proper process. **Bird** verified that City Council ultimately decides how to dispose of the property.

M/Bird S/Pegau to amend the motion to request sealed proposals to lease or purchase the property.

Upon voice vote, motion to amend failed 2-5.

Yea: Pegau, Bird

Nay: McGann, Baenen, Roemhildt, Bolin, Lohse

Upon voice vote, motion passed 7-0.

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

11/20/19 – At the City Council Regular Meeting, the council decided to negotiate directly with Sheridan Joyce. From the minutes:

M/Jones/Guard to dispose of a portion of Copper River & Northwestern Company, Terminal Ground B as outlined in Cordova Municipal Code 5.22.060 B by 1. negotiating an agreement with the Sheridan Joyce to lease or purchase the property.

Jones said he heard comments from the public tonight in support of this. He is pro-business and loves to see Cordova kids coming back to town to start businesses. He supports this. **Glaser** supports this. **Bailer** said he supports this, but he is concerned about the costs and wants to ensure that the applicant is aware of all of the detailed costs to this project. He asked the Planner to answer a few questions. **Stavig** said on a recent other direct negotiation, we ensured that part of the process was a detailed estimate of costs before we moved forward with the lease with purchase option. **Bailer** wants to ensure that similar guidelines are met before we pay for attorneys, surveys, etc. He hopes this will succeed, he wants the applicant to go in with eyes wide open. **Stavig** said that in listening to comments, that will give staff the guidelines to use during the negotiation. **Bailer** is trying to prevent all of the staff work, attorney work, survey - all has a cost. **Allison** opined that the manager and planner have heard the concerns, the proposer is in the audience - hopefully he is aware and has financing in place - it's all part of the plan. **Meyer** said she doesn't like the way we go from making it available straight to direct negotiation; she may bring this up again at pending agenda. **Schaefer** said she is in support of direct negotiation.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

V. LEGAL ISSUES:

None.

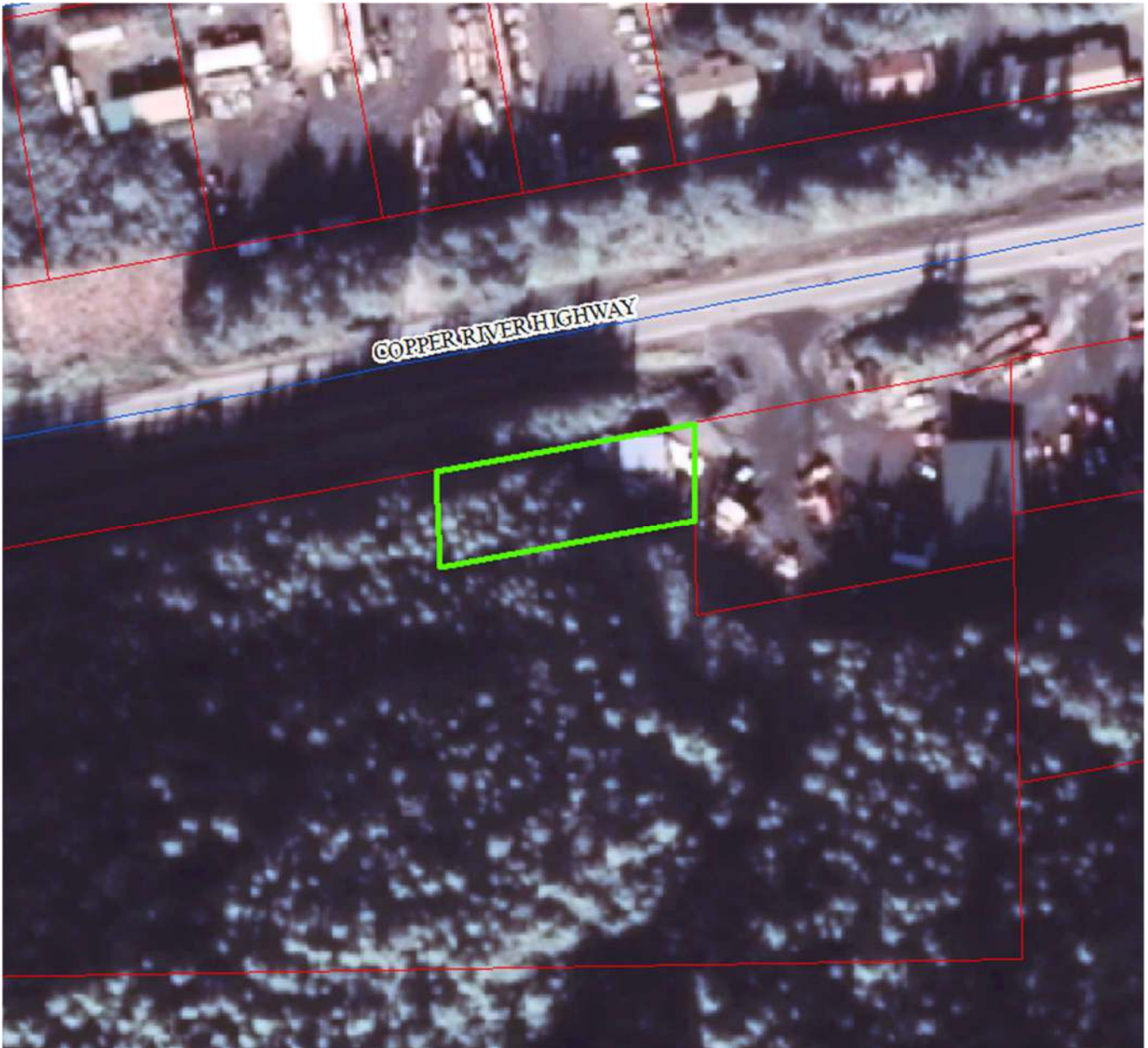
VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. SUMMARY AND ALTERNATIVES:

The City Council can choose to edit the terms of the lease or not pass the lease.

Location Map



**CITY OF CORDOVA, ALASKA
RESOLUTION 02-20-09**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEN (10) YEAR LEASE WITH
CORDOVA POWERSPORTS LLC OF AN UNSURVEYED PORTION OF PROPERTY WITHIN
COPPER RIVER & NORTHWESTERN COMPANY, TERMINAL GROUND B, WHICH IS
APPROXIMATELY 75 FEET BY 200 FEET WHICH INCLUDES AN OPTION TO PURCHASE**

WHEREAS, it is in the City of Cordova's best interest to lease an un-surveyed portion of property within Copper River & Northwestern Company, Terminal Ground B, which is approximately 75 feet x 200 feet ("Property") to Cordova Powersports LLC for the use specified in the lease agreement between the City of Cordova, Alaska ("City") and Cordova Powersports LLC attached to this resolution as Exhibit A ("Lease"); and

WHEREAS, it is also in the city's best interest to offer an option to purchase to Cordova Powersports LLC upon the terms provided in the lease.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova hereby authorizes and directs the City Manager to enter into a lease on the property with Cordova Powersports LLC in accordance with the terms in the Lease. The form and content of the Lease now before this meeting is in all respects authorized, approved and confirmed by this resolution, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease reflecting the terms in the Lease on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as she shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease.

PASSED AND APPROVED THIS 19th DAY OF FEBRUARY 2020.

Clay R. Koplín, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

**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 CORDOVA POWERSPORTS LLC ("Lessee").

RECITALS

WHEREAS, the City owns that certain parcel of land in Cordova, Alaska generally described as an unsurveyed portion of property within Copper River & Northwestern Company, Terminal Ground B, which is approximately 75 feet x 200 feet, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises");

WHEREAS, upon execution of the Lease, the City will order a survey of the Premises and Lessee will reimburse the City for costs of completing and producing the survey;

WHEREAS, Lessee desires to lease the Premises from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth in this Lease;

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 in the Recitals to this Lease and illustrated in Exhibit A, attached and incorporated into this Lease. Upon the completion of the survey required in the Recitals to this Lease, the description of the Premises shall be amended to include the description identified in the survey and any reference to the Premises shall refer to that property description. No more than thirty (30) days after Lessee's receipt of the completed survey from the City, the survey shall be attached as Exhibit C to this Lease and retroactively incorporated into the Lease. Failure by Lessee to reimburse the City for survey costs on or before sixty (60) days after the City provides Lessee with notice of these costs shall constitute a default under Section 13 of the Lease.

2. LEASE TERM

The Lease Term will be ten (10) years, commencing on XXXXXX, 2020, (the "Commencement Date") and terminating at 11:59 p.m. on XXXXXX, 2030, 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 four (4) years of the Lease Term will be Three Thousand Dollars (\$3,000.00) or Two Hundred Fifty Dollars (\$250.00) in twelve monthly installments (“Base Rent”). Base Rent is due and payable the 15th of every month. 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, except as expressly set forth in this Lease.

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. Increase of Base Rent. Beginning on the fourth anniversary of the Commencement Date, Base Rent shall be adjusted annually to increase payments as needed to reflect any increase in the Consumer Price Index for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics (“CPI-U”). Annual Base Rent adjustments will be equal to the percentage increase 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 fourth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from 2020 to the then-current year. No adjustments to Base Rent shall occur if the CPI-U stays the same or decreases. 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. Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining a mechanical shop, operating a small engine and powersports business on the lot, and developing and using the lot in furtherance of these uses and in accordance with the site development plan required in Section 5 of this Lease and attached as Exhibit B to this Lease ("Site Development Plan"). The Lessee shall give prior written notice to the City of any proposed changes to its use of the Premises. Changes to the use of the Premises are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent.

B. Inspections. 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 negligent acts of the City or its authorized representatives or agents

C. 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.

D. 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 Site Development Plan has been approved by City Council and is incorporated into this Lease as it appears in Exhibit B to this Lease. Lessee shall comply with the Site Development Plan. Any proposed material change to the Site Development Plan constitutes a proposed amendment to the Lease and shall require written consent by both parties before it becomes effective in accordance with Section 21.B of this Lease. The Lease does not exempt Lessee or the Premises from any approval process required in Cordova Municipal Code. Lessee remains solely responsible to ensure the project, Lessee's use of the Premises, and any proposed amendments to the Site Development Plan comply with local, state, and federal laws and applicable Cordova policies and procedures.

B. Substantial Completion. Lessee must substantially complete construction of the project set forth in the Site Development Plan by XXXXXX, 2024, which is four (4) 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), including the building's or buildings' structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building(s) and install or cause the installation of all equipment required for the contemplated use of such building(s) and the City has inspected the building and issued a written certificate of substantial completion certifying the above obligations have been met. If the City determines that a Certificate of Substantial Completion is not warranted, it shall provide Lessee with the reasons for denying issuance of this Certificate within thirty (30) days of completing its inspection. The City's determination regarding the issuance of the Certificate of Completion shall be a final decision and is an exercise of the City's sole discretion. However, the City shall not unreasonably withhold certification under this subsection. If Lessee fails to substantially complete the construction of the project set forth in the Site Development Plan by XXXXXX, 2024, the default provisions under Section 13 shall apply.

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 prior written consent by 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 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, its authorized representatives, agents, officers, and employees), 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, its authorized representatives, agents, officers, and employees), 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 insurance covering the Premises and the conduct of Lessee's business and operations and general use of the Premises, naming the City

as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,00.00) per accident or occurrence for bodily injury and death, and a minimum limit of liability of One Million Dollars (\$1,000,000.00) for property damage for each occurrence;

B. 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 terms as are satisfactory to the City;

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

D. Workers compensation insurance, and such other insurance as is 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. Prior to commencement of the Lease term, Lessee shall provide the City with proof of the insurance required by this Section.

12. OWNERSHIP AND REMOVAL OF THE IMPROVEMENTS

Unless Lessee exercises its Option to Purchase (defined in Section 20) (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 selection 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 selection under this section, 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, personal property, buildings, improvements, equipment or any other object or thing 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 development plan, as required by Section 5 of this Lease;

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, 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, if such breach is

not cured within thirty (30) days after written notice of default has been given to Lessee by Lessor; 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 Lessee'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;
and/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, upon Lessee's request, to reflect any resulting reduction in the fair market value of the Premises.

17. 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 Cordova Municipal 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.

18. 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.

19. 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, **surveying fees**, and other 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.

20. BUYER'S OPTION TO PURCHASE

A. Option. The City hereby grants to Lessee an option to purchase the Premises upon the terms and conditions stated in this Lease. This option is referred to as the Option or Option to Purchase throughout 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 21.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) the building as described in the Site Development Plan is substantially completed as defined in Section 5.B of this Lease.

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$30,000.00 ("Purchase Price") until the fourth anniversary of the Commencement Date. If Lessee exercises the Option after the fourth 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 XXXXXX, 2024, 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 XXXXXX, 2024, the Closing Payment will equal the Purchase Price reduced by all Base Rent payments paid on or before XXXXXX, 2024 by Lessee to the City under this Lease. In no case will the Closing Payment be reduced by any Base Rent payments paid after XXXXXX, 2024.

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 unless that date is extended by mutual written consent by the parties due to unforeseen delays in the closing process.

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 21.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 21.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.

21. 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 Anchorage, 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:

Cordova Powersports LLC
Attn: Sheridan Joyce
P.O. Box 555
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 on the earlier of actual receipt or three (3) days after being 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.

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, which shall specifically include the Option, 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. The City represents that it has all necessary power and is duly authorized to enter into this Lease, as authorized by the approval of the City Council dated XXXXXX, 2020.

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

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: _____

Helen Howarth, City Manager

LESSEE: CORDOVA POWERSPORTS LLC

By: _____

Sheridan Joyce

DRAFT

Exhibit A
Premises



EXHIBIT B

Development Plan

Final Draft

Cordova Powersports LLC
Box 555 CDV AK 99574
cordovapowersports@yahoo.com
12/29/2019 rev. 1/19/2020

Terminal Ground B Development Plan

Project Goals

Cordova powersports will be using the portion subdivided off of terminal ground B to expand its small engine and powersports repair business. An approximately 40x60 building will be built in the north east corner of the lot. A driveway will be constructed between the copper river highway on the central west portion of the lot (See attachment #1). Available water services will be installed. The building and lot will be improved and upgraded in the future as time and resources allow.

All cost estimates based on assumption building will be predominately owner/employee built. Applicable preliminary FLS related engineering drawings not provided will be generated by owner (mechanical engineer) and submitted to applicable professional engineers for approval/stamping.

All costs posted are estimates based on information available. Some costs may be offset by external factors not detailed in this document. Many calculated costs are not detailed in this document.

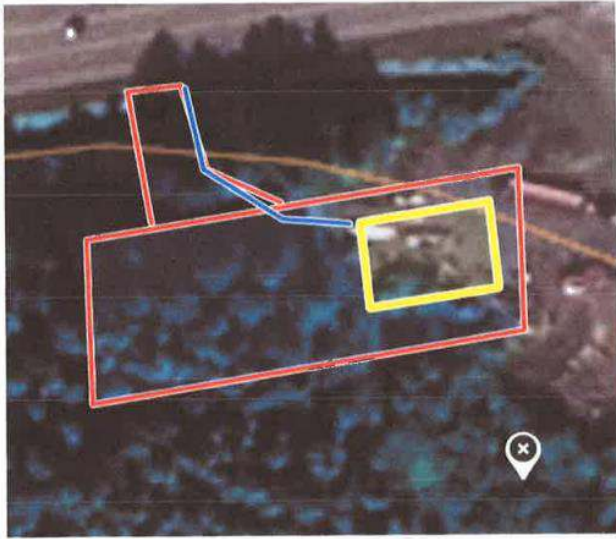
Project Timeline

- Year 1 2020
 - survey lot – \$3500
 - get final quotes for building, level and deforest adequate portion of the lot \$5000
 - construct driveway - \$1700
 - FLS plan review and related - \$7500
 - add culvert system or diversion to mitigate rain runoff - \$700
 - prepare concrete forms and purchase rebar - \$6000
 - take delivery of building - \$45000
- Year 2 2021
 - Pour concrete slab - \$35000
- Year 3 2022
 - Construct building - \$20000
- Year 6 2025
 - Execute option to buy

Estimated Costs and Funding

- Estimated costs of initial construction are \$115,000 to \$160,000
- Funds available today via financing and other sources totals to \$190,000
- Estimated upgrades beyond given timeline are expected to be around \$50,000
- Additional funding likely available but not secured at time of writing

Attachment #1



Pending Agenda (PA) Primer

What is Pending Agenda?

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

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

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

How do you get something ON Pending Agenda?

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

How do you get something OFF Pending Agenda?

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

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

What is NOT appropriate for Pending Agenda?

Sometimes items are considered for PA but are more appropriately tasks for the Clerk or Manager. These items might warrant Council action in the future, and if so, will be brought back when that is necessary.

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

New procedures:

Clerk will date items when they are added to PA

Other suggestions:

1. _____

2. _____



City Council of the City of Cordova, Alaska
Pending Agenda February 19, 2020 Regular Council Meeting

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




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

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

- | | | |
|--|--|------------------------------------|
| <p>1) Prince William Sound Regional Citizens Advisory Council</p> | <p>Robert Beedle re-appointed June 2018
 re-appointed March 2016
 re-appointed March 2014
 appointed April 2013</p> | <p>2 year term until May 2020</p> |
| <p>2) Prince William Sound Aquaculture Corporation Board of Directors</p> | <p>Tom Bailer re-appointed October 2018
 appointed February 2017-filled a vacancy</p> | <p>3 year term until Sept 2021</p> |
| <p>3) Southeast Conference AMHS Reform Project Steering Committee</p> | <p>Mike Anderson appointed April 2016
 Sylvia Lange alternate</p> | <p>until completion of project</p> |

February 2020

CALENDAR MONTH **FEBRUARY**
 CALENDAR YEAR **2020**
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27		29	30	31	1
Peace, Love and Iceworm Jan 25 - Feb 1, 2020						
2	3	4	5	6	7	8
 Superbowl Miami, FL		 Chamber Annual Mtg CCA 5:15	6:00 Council work session 7:00 Council reg mtg CCAB			
9	10	11	12	13	14	15
		6:30 P&Z CCAB	7:00 Sch Bd HSL 6:00 Harbor Cms CCM			
16	17	18	19	20	21	22
	Presidents' Day Holiday City Hall Offices Closed	- absentee voting @ City Hall Feb 18 - Mar 2 M-F 8a-5p -			Mayor Lunch w/boards and commissions CCB	CHS BBall home games 2/ 21-22
			5:30 CTC Board Meeting		No School CSD Inservice 2/ 20-21	
23	24	25	26	27	28	29
		- - - - - absentee voting @ City Hall Feb 18 - Mar 2 M-F 8a-5p - - - - -				CHS BBall home games 2/ 28-29
			6:30 Council work session 7:00 Council reg mtg CCAB			
		6:00 P&R CCM	6:00 CEC Board Meeting	6:00 CCMCAB HCR		





1 2

Notes

Legend:
CCA-Community Rm A
CCAB-Community Rms A&B
HSL-High School Library
CCB-Community Rm B
CCM-Mayor's Conf Rm
CCER-Education Room
LN-Library Fireplace Nook
CRG-Copper River Gallery
HCR-CCMC Conference Room
 Cncl - 1st & 3rd Wed
 P&Z - 2nd Tues
 SchBd, Hrb Cms - 2nd Wed
 CTC - 3rd Wed
 P&R - last Tues
 CEC - 4th Wed
 CCMCA Bd - last Thurs

March 2020

CALENDAR MONTH **MARCH**
 CALENDAR YEAR **2020**
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 last day to absentee vote Mar 2 8a-5p	2	3  Cordova General Election 7am - 8pm CCA	4 6:00 Council work session 6:45 Council pub hrg (maybe) 7:00 Council reg mtg CCAB	5	6	7
8	9	10 6:30 P&Z CCAB	11 5:45 Council spec mtg CCAB, maybe 6:00 Council & Harbor Cms Joint Work 7:00 Sch Bd HSL 7:00 Harbor Cms CCM	12 12:00 Council spec mtg CCAB, maybe 2020 assessment notices mailed	13  CHS end of 3Q	14 CHS Basketball Interior Conference Tournament March 12-14, 2020
15	16 CSD Spring Break March 16 - 20, 2020	17	18 5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	19  CHS Basketball @ State Tournament March 18 - 21, 2020	20	21
22	23	24	25 6:00 CEC Board Meeting	26 6:00 CCMCAB HCR	27	28
29	30 Sewards Day City Hall Offices Closed 	31 6:00 P&R CCM	1	2	3	4

Notes

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






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

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

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

April 2020

CALENDAR MONTH **APRIL**
 CALENDAR YEAR **2020**
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1	2	3	4
			CSD Parent Teacher Conferences April 1 - 3, 2020			
			6:00 Council work session 6:45 Council pub hrg (maybe) 7:00 Council reg mtg CCAB			
5	6	7	8	9	10	11
			7:00 Sch Bd HSL 7:00 Harbor Cms CCM		 appeal period for 2020 property assessments closes	
12	13	14	15	16	17	18
		6:30 P&Z CCAB	5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB		Aurora Music Festival in Cordova 4/ 16-18 	
19	20	21	22	23	24	25
	7:00 Board of Equalization hearing CCAB		6:00 CEC Board Meeting		No School CSD vacation 4/ 16-17	
26	27	28	29	30	1	2
		6:00 P&R CCM		6:00 CCMCAB HCR		
3	4	Notes				

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

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

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

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

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

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
Mayor: 3 years	Clay Koplin Mayor@cityofcordova.net	Mar 1, 2016, Mar 5, 2019	March-22
Council members:			
Seat A: 3 years	Tom Bailer CouncilSeatA@cityofcordova.net	March 5, 2019	March-22
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, Vice Mayor CouncilSeatD@cityofcordova.net	March 6, 2018	March-21
Seat E: 3 years	Anne Schaefer CouncilSeatE@cityofcordova.net	Dec 6, 2017, Mar 6, 2018	March-21
Seat F: 3 years	David Allison CouncilSeatF@cityofcordova.net	March 5, 2019 March 1, 2016	March-22
Seat G: 3 years	David Glasen CouncilSeatG@cityofcordova.net	March 5, 2019	March-22

elected by cncl

Cordova School District School Board - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, President bjewell@cordovasd.org	Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-22
3 years	Bret Bradford bbradford@cordovasd.org	Mar 3, 2015, Mar 6, 2018	March-21
3 years	Tammy Altermott taltermott@cordovasd.org	Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-22
3 years	Peter Hoepfner phoepfner@cordovasd.org	Mar 7, 2006, Mar 3, 2009, Mar 6, 2012, Mar 3, 2015, Mar 6, 2018	March-21
3 years	Sheryl Glasen saglasen@cordovasd.org	Mar 4, 2014, Mar 7, 2017	March-20

seat up for re-election in 2020	<i>vacant</i>
board/commission chair	
seat up for re-appt in Nov 20	

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, Chair	elected by board	Jul 19, 2018, Mar 5, 2019	March-22
3 years	Chris Bolin	elected by board	August 28, 2019	March-22
3 years	Linnea Ronnegard		March 6, 2018	March-21
3 years	Gary Graham		May 31, 2018, Mar 5, 2019	March-21

Library Board - Appointed

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

Planning Commission - Appointed

length of term			Date Appointed	Term Expires
3 years	Nancy Bird		Nov '16, '19	November-22
3 years	Mark Hall		Nov '19	November-22
3 years	Scott Pegau, Vice Chair		Dec '11, Dec '14, Nov '17	November-20
3 years	John Baenen		Dec '12, Dec '15, Nov '18	November-21
3 years	Tom McGann, Chair		Apr '11, Dec '11, Dec '14, Nov '17	November-20
3 years	Chris Bolin		Sep '17, Nov '18	November-21
3 years	Trae Lohse		Nov '18	November-20

seat up for re-appt in Nov 20

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	Nov '17	November-20
3 years	Andy Craig	Nov '16, '19	November-22
3 years	Max Wiese	Mar '11, Jan '14, Nov '17	November-20
3 years	Ken Jones	Feb '13, Nov '16, Nov '19	November-22
3 years	Jacob Betts, Chair	Nov '15, '18	November-21

Parks and Recreation Commission - Appointed

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

Historic Preservation Commission - Appointed

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

seat up for re-election in 2020

board/commission chair

seat up for re-appt in Nov 20

vacant