

**Mayor**

*Clay Koplin*

**Council Members**

*James Burton*

*Tim Joyce*

*Tom Bailer*

*Robert Beedle*

*Josh Hallquist*

*David Allison*

*James Wiese*

**City Manager**

*Alan Lanning*

**City Clerk**

*Susan Bourgeois*

**Deputy Clerk**

*Tina Hammer*

**Student Council**

*Corinne Pegau*

**City Council Public Hearing  
March 1, 2017 @ 6:45 pm  
Cordova Center Community Rooms  
Agenda**

**A. Call to order**

**B. Roll call**

Mayor Clay Koplin, Council members James Burton, Tim Joyce, Tom Bailer, Robert Beedle, Josh Hallquist, David Allison and James Wiese

**C. Public Hearing**

**1. Ordinance 1150..... (page 12)**

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$876,000 from the general reserve fund as follows: \$860,000 to the general fund for debt service, \$16,000 to the governmental capital projects fund #401 for the purchase of hospital equipment, both which were appropriated in the adopted budget for fiscal year 2017- 1<sup>st</sup> reading

**2. Ordinance 1151..... (page 15)**

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$271,466.96 from the general reserve fund as follows: \$136,000 to the general fund for hospital equipment and \$135,466.96 to the general fund for a grant match for the Adams St. sidewalk project - 1<sup>st</sup> reading

**D. Adjournment**



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*Tina Hammer*

**Student Council**

*Corinne Pegau*

**Regular City Council Meeting**  
**March 1, 2017 @ 7:00 pm**  
**Cordova Center Community Rooms**  
**Agenda**



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**A. Call to order**

**B. Invocation and pledge of allegiance**

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

**C. Roll call**

Mayor Clay Koplin, Council members James Burton, Tim  
Joyce, Tom Bailer, Robert Beedle, Josh Hallquist, David  
Allison and James Wiese

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

**E. Disclosures of Conflicts of Interest**

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

1. Guest Speakers
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (**Harbor, HSB, Parks & Rec, P&Z, School Board**)
  - HSB report - February 9, 2017 regular HSB meeting..... (page 1)
4. Student Council Representative Report

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

5. Record excused absences of Council members **Hallquist** and **Allison** from the February 15, 2017 Regular meeting

**H. Approval of Minutes..... (voice vote)**

6. Minutes of 02-15-17 Regular Council Meeting..... (page 2)

**I. Consideration of Bids**

**J. Reports of Officers**

7. Mayor's Report..... (page 5)
8. Manager's Report
9. City Clerk's Report..... (page 6)
  - Res 12-16-38 - last CIP List Resolution approved by Council..... (page 7)

**K. Correspondence**

10. 02-13-17 Letter from Dan Nichols re Lot 2 Block 3 CIP..... (page 8)
11. 02-16-17 Letter from Bret Bradford re Lots 8 & 9, Odiak Park Subdivision..... (page 9)
12. 02-21-17 Resolution 17-06 Valdez City Council supporting Cordova South Harbor rebuild..... (page 11)

**L. Ordinances and Resolutions**

13. Ordinance 1150..... (voice vote)(page 12)

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$876,000 from the general reserve fund as follows: \$860,000 to the general fund for debt service, \$16,000 to the governmental capital projects fund #401 for the purchase of hospital equipment, both which were appropriated in the adopted budget for fiscal year 2017 - 1<sup>st</sup> reading

14. Ordinance 1151..... (voice vote)(page 15)  
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$271,466.96 from the general reserve fund as follows: \$136,000 to the general fund for hospital equipment and \$135,466.96 to the general fund for a grant match for the Adams St. sidewalk project - 1<sup>st</sup> reading
15. Resolution 03-17-07..... (voice vote)(page 20)  
A resolution of the City Council of the City of Cordova, Alaska, authorizing the city manager to enter into a five (5) year lease for a portion of Lot 10A, Block 2, South Fill Development Park with the Copper River Watershed Project

#### **M. Unfinished Business**

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

16. Land disposal decision and method Lots 8 & 9, Block 1, Odiak Park Subdivision..... (voice vote)(page 36)
17. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 43)

#### **O. Audience Participation**

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

#### **Q. Executive Session**

18. Stern property donation negotiation update

#### **R. Adjournment**

**Executive Sessions: Subjects which may be discussed are:** (1) Matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) Subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) Matters which by law, municipal charter or code are required to be confidential; (4) Matters involving consideration of governmental records that by law are not subject to public disclosure.

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## HSB Report for 02/09/17 Meeting

The HSB met on Feb. 09, 2017 in the Cordova Center Community Room A&B.

The Administrator reported that changes to the Affordable Care Act (ObamaCare) are being discussed in congress but no specific actions have occurred. Items within ObamaCare that do not affect the budget will require 60 votes to change so things like children remaining on their parents policy until they are 26 and coverage for pre-existing conditions will not be affected in the short term.

The community health need assessment was completed in 2016. This assessment is required to be completed every three years. The community health needs assessment was approved by the HSB at this meeting. It was interesting to note that many responses to the community health needs include things that are already offered at CCMC. The take home for that is that better communication and information need to be provided to the general public on what services are available at CCMC. For example, CCMC has received permission to provide disability exams for veterans instead of veterans having to go to a VA clinic or hospital in Anchorage.

Some recent staff changes at CCMC will require adjustments to the organizational chart. The new organizational chart will improve current operations and help with finances.

The administrator also noted that the flu season is upon us with Cordova having 6 documented flu cases at the hospital so far this season. Last year there were no cases of the flu documented in Cordova. It is still not too late to get a flu shot and vaccines are available.

The financial report for December showed an increase in usage in nearly all departments at CCMC over last year. It also showed increased usage of CCMC over last year as well. CCMC was still in the red for last year, but recent changes that were made to the operations as well as planned changes in the future will improve the bottom line in the next few years.

Another discussion occurred on the immediate need for the battery back-up system for the CT scanner at CCMC. CEC reported that they would not be able to supply a battery back-up system at the hospital as originally suggested. This new information leaves CCMC without any backup system to protect this expensive from frequent power fluctuations and interruptions. As a result the CT machine has been damaged several times. Every time the CAT scan machine is damaged it costs almost \$20,000 to repair, puts the machine out of service for approximately two weeks, increases the likelihood that patients would need to be shipped to Anchorage for treatment reducing patient load at CCMC and putting a severe financial strain on the patient and family. In 2016 CCMC completed 183 CT scans. The staff at CCMC does not know of any facility in the country that does not have a battery backup system on a CT scan machine except CCMC. The battery backup system was originally included in the cost of the system, but because of a budget shortfall it was eliminated. This system is too important to the health of this community to allow it to be repeatedly damaged because we failed to protect it.

Finally, the HSB provided the Administrator with a 6 month performance review in executive session. CCMC will have a new HSB after the March election and the current HSB concluded that it would be wise for a joint work session of the city council and the new board occurs for a smooth transition since the new HSB will not have any recent history of CCMC operations.

This concludes the HSB report.

**Regular City Council Meeting  
February 15, 2017 @ 7:00 pm  
Cordova Center Community Rooms A & B  
Minutes**

**A. Call to order**

**Mayor Clay Koplin** called the Regular Council Meeting to order at 7:00 pm on February 15, 2017 in the Cordova Center Community Rooms.

**B. Invocation and pledge of allegiance**

**Mayor Koplin** led the audience in the Pledge of Allegiance.

**C. Roll call**

Present for roll call were **Mayor Clay Koplin** and Council members **James Burton**, **Tom Bailer**, **Robert Beedle** and **James Wiese**. Council member **Tim Joyce** was present via teleconference. Council members **Josh Hallquist** and **David Allison** were absent. Also present were City Manager **Alan Lanning** and City Clerk **Susan Bourgeois**.

**D. Approval of Regular Agenda**

**M/Bailer S/Burton** to approve the Regular Agenda.

Vote on the motion: 5 yeas, 0 nays, 2 absent (Hallquist, Allison). Motion was approved.

**E. Disclosures of Conflicts of Interest**

**Beedle** said that he could appear to have a conflict on item 16 because **Stephanie Rusinski** is a tenant of his. **Mayor Koplin** said he does see that as a conflict as he prefers to err on the side of caution. Council had a right to overrule that. Council did not overrule.

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

1. Guest Speakers - none

2. Audience comments regarding agenda items

**Don Sjostedt** of 100 Marine Way South, spoke in support of Council authorizing the match to the Adams Avenue sidewalk project that had been cut in the budget.

**Bob Smith** of 702 Lake Avenue, spoke in support of Resolution 02-17-06. He offered a few suggested amendments and he believed that Council member **Beedle** was prepared to make those.

**Stephanie Rusinski** spoke in support of Resolution 02-17-05.

3. Chairpersons and Representatives of Boards and Commissions

**Robert Beedle** reported that Harbor Commission met last Wednesday they looked at rates for the harbor, they worked with the City Manager on the responsibilities of the harbor, wood is being shipped for finger float repair, he also thanked everyone involved in putting the packet together for DC looking for total harbor replacement money.

**Tim Joyce** reported that HSB met on February 9 and these items were discussed: 1) administrator continues to track changes to ACA with new administration in Washington, DC, 2) the board reviewed and approved the health needs assessment survey that was completed, 3) CCMC has been approved to provide disability exams for Vets, 4) 6 documented cases of the flu so far, flu shots still available, 5) they looked at December financials - increase in usage in nearly all departments, and over last year as well, still in the red for the year but some changes being implemented now will hopefully improve that bottom line, 6) backup for CT scanner discussed again - will be brought back before City Council, 7) they did a 6 month evaluation of the administrator, 8) shortly after the election the board would like the City Council to have a joint meeting with the newly elected board - to enable a smooth transition.

City Planner **Samantha Greenwood** reported that Planning & Zoning met last night - a recommendation was made that will come to Council's March 1 meeting on land disposal, and they elected a chair and a vice-chair.

4. Student Council Representative Report - **Corinne Pegau** reported that next week would be homecoming week, there will be a Leukemia Fundraiser called pennies for patients at that time, goal is \$2500 last year they raised \$2200. Earlier this week a student council member attended the legislative fly-in in Juneau with some School Board members. They are currently making plans on what to do with the amount they are budgeted.

**G. Approval of Consent Calendar**

**Mayor Koplin** declared the consent calendar was before the City Council.

5. Resolution 02-17-04 a resolution of the City Council of the City of Cordova, Alaska adopting an alternative allocation method for the FY17 shared fisheries business tax program and certifying that this allocation method fairly represents the distribution of significant effects of fisheries business activity in FMA 15: Prince William Sound

6. Council action on right to protest liquor license renewal for a Cordova business (LOOM #1266)
  7. Council concurrence of Mayor's appointment of the 2017 Election Board
  8. Record excused absence of Council member **Allison** from the January 18, 2017 Regular meeting
  9. Record unexcused absence of Council member **Beedle** from the February 1, 2017 Regular meeting
- Vote on the consent calendar: 5 yeas, 0 nays, 2 absent. Beedle-yes; Hallquist-absent; Wiese-yes; Joyce-yes; Allison-absent; Bailer-yes and Burton-yes. Consent Calendar was approved.

#### H. Approval of Minutes

**M/Bailer S/Burton** to approve the minutes.

10. Minutes of 02-01-17 Regular Council Meeting

Vote on the motion: 5 yeas, 0 nays, 2 absent (Hallquist, Allison). Motion was approved.

#### I. Consideration of Bids - none

#### J. Reports of Officers

11. Mayor's Report - **Mayor Koplin** had a written report in the packet and added that he was in Juneau last week and he had several meetings where he promoted Crater Lake water and power project, south harbor rebuild, state coming up with their portion of school bond debt repayment. Had a good meeting with the Governor, he wants our two federal request packets to hand deliver to Washington next week when he goes to a conference of governors meeting there. He met with ADF&G Commissioner Cotton briefly and testified on HB 87 about the board of fish procedures. He stated that he would be putting forward **Tom Bailer** for the PWSAC board later in tonight's meeting.

12. Manager's Report - **Lanning** said tomorrow there will be another strategic planning session. He said he has been working on the federal request concerning the harbor and also a \$2.3 million request is entered for Phase 2 of the streets project. The CAPSIS submittal to the state has been reworked.

13. City Clerk's Report - **Bourgeois** asked for a response to an email she sent to Council - she wondered if everyone wanted her to continue with forwarding of emails during the legislative session from **Bitney**, **AML** and **LIO**. There were nods so she took that as a yes and said she would continue to do so.

#### K. Correspondence

14. 02-07-17 Letter from Don Sjostedt in support of Adams Street upgrades project

15. 02-07-17 Letter from J. Baenen & T. Altermott in support of Adams Street upgrades project

Council discussed these letters and ask **Lanning** if they could see funding for this project come before them at the next meeting.

#### L. Ordinances and Resolutions

16. Resolution 02-17-05 A resolution of the City Council of the City of Cordova, Alaska, approving the license for a mobile restaurant

**M/Bailer S/Burton** to approve resolution 02-17-05 a resolution of the City Council of the City of Cordova, Alaska, approving the license for a mobile restaurant.

**Bailer's** only comment would be he hopes it would be placed on that lot in such a way that would allow another food truck to also use a portion of that lot in case that comes about. He also wondered about the safety of that lot, as it is unimproved - City's liability, etc. **Wiese** asked the applicant if her plan was to be seasonal - she replied it was she hoped to start up about April 1.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Hallquist, Allison), 1 conflict of interest (Beedle). Motion was approved.

17. Resolution 02-17-06 A resolution of the City Council of the City of Cordova, Alaska, supporting reinstatement of Prince William Sound crab and other historical fisheries and the development of new fisheries and mariculture, emphasizing benefits to fishermen, processors, and local economies while sustaining the resource for yield

**M/Bailer S/Burton** to approve resolution 02-17-06 a resolution of the City Council of the City of Cordova, Alaska, supporting reinstatement of Prince William Sound crab and other historical fisheries and the development of new fisheries and mariculture, emphasizing benefits to fishermen, processors, and local economies while sustaining the resource for yield

**M/Beedle S/Joyce** to amend by adding *subsistence* before the word crab in the "now, therefore, be it resolved" paragraph and add, *supports Board of Fish proposal 268*, after Prince William Sound in the "be it further resolved" paragraph.

Vote on the motion to amend: 5 yeas, 0 nays, 2 absent (Hallquist, Allison). Motion was approved.

Vote on the main motion: 5 yeas, 0 nays, 2 absent (Hallquist, Allison). Motion was approved.

#### M. Unfinished Business

18. Sheridan Alpine Association water bill

**M/Bailer S/Burton** to reduce the Sheridan Alpine water bill charge to the HI classification for the months of December and January pending contract renegotiation.

**Lanning** said he was directed after the work session to start working on their contract and he said there is a meeting scheduled to do so. He was also told to bring this back with reductions – he has done so. **Joyce** said he supports the motion he thinks it's a good compromise – when the contract was written there was no snow making. **Burton** wondered about February and March. **Lanning** said we'll have to see what the bill comes in at I guess, we could come back to you if necessary. **Beedle** agrees that we need to look at industrial rates altogether – there's a big gap between light industrial and heavy industrial. Further discussion ensued regarding possibly calling this an in-kind donation.

Vote on the motion: 5 yeas, 0 nays, 2 absent (Hallquist, Allison). Motion was approved.

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

19. Council concurrence of Mayor's appointment of City of Cordova representative to the PWSAC board of directors **M/Joyce S/Wiese** to concur with **Mayor Koplin's** appointment of **Tom Bailer** to serve as the City representative to the PWSAC board.

Vote on the motion: 5 yeas, 0 nays, 2 absent (Hallquist, Allison). Motion was approved.

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

CT Scanner & Adams Street sidewalks will be on next agenda.

**Bailer** recommended that a board training session could be useful soon after the election.

#### **O. Audience Participation**

**Don Sjostedt** of 100 Marine Way South, commented on the Adams Ave upgrade project – he is in support. He opined it is in the City's best interest to look at this carefully.

**Bob Smith** thanked the Council for passing the resolution from the FDC.

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

**Joyce** thanked City crews for snow removal efforts.

**Wiese** thanked all the people who came out tonight to speak. He thanked the fisheries development committee too.

**Bailer** echoed thanks to the City snow removal.

**Beedle** echoed the thanks to crews.

**Burton** thanked everyone for showing up tonight – he congratulated **Stephanie Rusinski**. He said he really wants to see us move ahead with Adams Street.

At 8:02 pm **Mayor Koplin** recessed the meeting with no objection from Council in order to clear the room before the executive session.

The regular session was called back to order at 8:08 PM.

#### **Q. Executive Session**

**M/Bailer S/Burton** to enter an executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government, specifically, City land disposal performance deed of trust negotiations.

Vote on the motion: 5 yeas, 0 nays, 2 absent (Hallquist, Allison). Motion was approved.

Council entered the executive session at 8:08 pm.

21. City land disposal performance deed of trust negotiations

The regular meeting was reconvened at 8:38 pm. **Mayor Koplin** stated that Council took no action but directed **Lanning** to proceed as was discussed in the executive session.

#### **R. Adjournment**

**M/Bailer S/Beedle** to adjourn the meeting.

Hearing no objection the meeting was adjourned at 8:38 pm.

Approved: March 1, 2017

Attest: \_\_\_\_\_

Susan Bourgeois, CMC, City Clerk

Mayor's Report  
2-24-17  
Clay Koplin

We have now completed 6 Strategic Planning meetings including a meeting this Tuesday, the 21<sup>st</sup>, in which we finished evaluating the several spheres of City influence – infrastructure, finance, economic development, etc. – and identified opportunities. The plan will now be boiled down to 2017 and 2018 action plans to achieve the strategic goal; economic sustainability.

I was in Juneau February 9<sup>th</sup> and 10<sup>th</sup> and met with Representative Stutes and Senator Stevens. Representative Stutes is working on fisheries and marine highway system goals to support our district's maritime economies, while Senator Stevens understands the tie between the State bond match program and school operating budgets. I also met with other legislators, the Governor, and department staff to promote Cordova goals and objectives; particularly education, fisheries, marine highway system, and the south harbor rebuild.

I also met with Scott Kelley, the commercial fisheries director, and while there is much work to be done to strike a balance between providing opportunities for Alaska fishermen to harvest the resource and fund fish and game management activities, the dialogue is opening up and we are starting to identify some common ground to work from. The conversations and outcomes of board of fish will weigh heavily on whether we continue to build a more workable model with the State's economic downturn, or continue to invest heavily in management without producing any new opportunities for economic growth.

I also met with USFS staff and explained the importance of recreational, subsistence, and commercial activities on the Chugach Forest for Cordova. From the heli-skiing, hydroelectric projects, cellular service towers, and other commercial uses to the mushroom festival, shorebird festival, and other recreational and community projects that the Forest permits or sponsors, the USFS is a vital partner with Cordova. We emphasized the importance of the special use permit program and the timely review and processing, and our appreciation for the local ranger's improved processing of these permits and efforts to create new firewood harvesting areas and other community opportunities.

I attended the Chamber of Commerce annual meeting last night, and am excited by the renewal of that organization and the exciting plans for the remainder of the year as executive director Cathy Long and the board work to improve the quality of life and business climate in Cordova.

I encourage you to evaluate the candidates who have volunteered to make Cordova a better community and vote in the upcoming municipal elections.

Mayor Clay





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](mailto:cityclerk@cityofcordova.net)

## CITY CLERK'S REPORT TO COUNCIL

*March 1, 2017 Regular Council Meeting*

**Date of Report:** Feb 22, 2017

**Clerk's Office needs Council Feedback on:** attached here is Resolution 12-16-38 – a few years ago, City Council requested that the Capital Priorities Resolution be addressed by Council at least quarterly, if Council concurs that it is appropriate, I will attach it to the City Clerk's report quarterly and ask for Council input as to whether it should appear with a new Resolution number for Council action at a future meeting

**Clerk's Office has been working on:**

- Disseminated the passed/signed/sealed minutes/resolutions from regular meeting of 02-15-17
- Prepared agenda and packet for work sessions on 02-16-17, 02-21-17 and regular meeting on 03-01-17 including minutes from 02-15-17 regular meeting
- Signed City payroll and accounts payable checks
- Deputy Clerk answered property related questions, foreclosures, sales, taxes paid/owed, etc.
- Continuing ongoing preparations for 2017 Regular City Election on March 7, 2017 – worked with IT, radios, newspaper, Info Services Director to ensure all required advertising occurs
- Clerk finalized the ballot format, printed sample ballots for perusal at front desk at City Hall and prepared official ballots numbered 1 – 999 in an electronic format; physical copies will be printed as needed until Election Day and then an appropriate number will be delivered to the polls per City Code
- Clerk reworded and printed new copies of Oath & Affidavit envelopes used in voting to mimic state law and allow attestation by individuals over 18 whereas the required signatory had been more strict previously
- Clerk with assistance from Deputy Clerk has mailed 15 absentee ballots to those who have requested such, deadline for requesting absentee by mail ballots is Tuesday February 28
- Posted all notices required of Title 2 regarding City Regular Election of March 7, 2017
- Answered questions for newspaper editor about upcoming election
- Deputy Clerk has been finalizing 2017 values that assessor has entered into cards prior to mailing of assessment notices in March
- Deputy Clerk is also working on 2016 foreclosure procedures – advertising to be forthcoming in March editions of Cordova Times newspaper
- Clerk and Deputy Clerk have been manning the absentee in person voting which occurs from 8 – 5 Monday – Friday, February 21 – March 6 at City Hall
- Deputy Clerk responded to question by a declared candidate regarding names of all the declared candidates

**CITY OF CORDOVA, ALASKA  
RESOLUTION 12-16-38**

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

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

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

1. Port and Harbor Renovations
  - a. South Harbor replacement (G & H float priority)
  - b. Shipyard expansion
  - c. General upgrades (harbor expansion, north harbor sidewalks)
2. School Repairs
3. Hospital Upgrades
4. Public Safety Building
5. Sawmill Avenue Extension
6. Ferry Trail

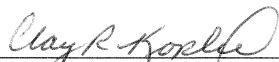
and;

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

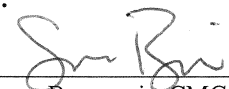
**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby designates the above listed projects as Capital Improvement projects.

**PASSED AND APPROVED THIS 23<sup>rd</sup> DAY OF DECEMBER, 2016**



  
\_\_\_\_\_  
Clay R. Koplin, Mayor

ATTEST:

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

**RECEIVED**  
FEB 13 2017  
City of Cordova

Daniel A Nichols  
P.O. Box 235  
Cordova, AK 99574  
February 13, 2017

City Council/Planning Commission  
City of Cordova  
P.O. Box 1210  
Cordova, AK 99574

RE: Extension of Completion date for building on Lot2, Block3, Cordova Industrial Park

Dear City Council and Planning Commission:

I was hopeful to have had the building on Lot 2, Block 3 in the Industrial Park at least partially completed by the March date. I hired a local contractor to bring to the property the sewer, water, power and telephone line last Fall before freeze up. I was put on a long list but was told they would have it in by freeze up. Unfortunately, by the time they got started locating the lines and then miss-locating them, the ground had frozen. I also had a signed contract with Redden Net to occupy half of the downstairs and they went out of business. I therefore, redesigned my building which took reengineering a new foundation and redesigning the whole building. So now I am awaiting the ground to thaw, utilities to be laid and concrete to be poured for the walls and posts. I still hope to have the project completed by May 15, 2017. At the time I was awarded the property, I was asked by Mayor Jim Kallander if I needed as much time as Camtu got for her project. I said, "No, thank you." In hindsight, I wish I could take that back. I am trying to keep the work in town and hopefully, I can. Thank you.

Respectfully,



Daniel A Nichols

## City Council

I am writing to express opposition to the Planning Commission's recommendation to sell by sealed proposal lots 8 and 9 in Odiak Subdivision. There are several good reasons why, I will provide four reasons.

- 1) The lots are made up of mostly cliff. The developer would have to blast many tons of rock out of the cliff in order to create buildable space. The cliff edge would be right at the back of my house, Wiese's and Campbell's. The overburden at the top of the cliff is muskeg. The houses that sit atop the cliff were built in 1908 or 1910. The disturbance resulting from blasting or even a rock hammer could seriously damage these structures.
- 2) The 100+ foot tall spruce trees that grow on the top part of these lots provide a natural wind break for the severe winds that blow across the lake and through Odiak Slough area. Removing these trees would expose the homes on top of the cliff to severe winds. It will also be detrimental to the property value of said homes.
- 3) In 2015 Ardy Hansen and Brent Davis both attempted to buy similar lots directly south and west of lots 8 and 9. The City only allowed them to buy a part of those lots in order to maintain a greenbelt along Chase Avenue. The buyers then had to shoulder the cost of re-platting the lots in addition to the lots themselves.
- 4) The adjoining lots to the north 9A, 10A, 11 and 12 (Railroad Row) were all surveyed in the early 1900's using Metes and Bounds technology. The property lines on Railroad Row represented on city maps are not platted and most likely inaccurate. This is evident in city maps likely in your packet. In order to sell the platted lots 8 and 9 Odiak subdivision, the City will have bear the financial burden to plat several lots on Railroad Row to ensure compliance with the existing platted lots on Chase Avenue.

## Solutions

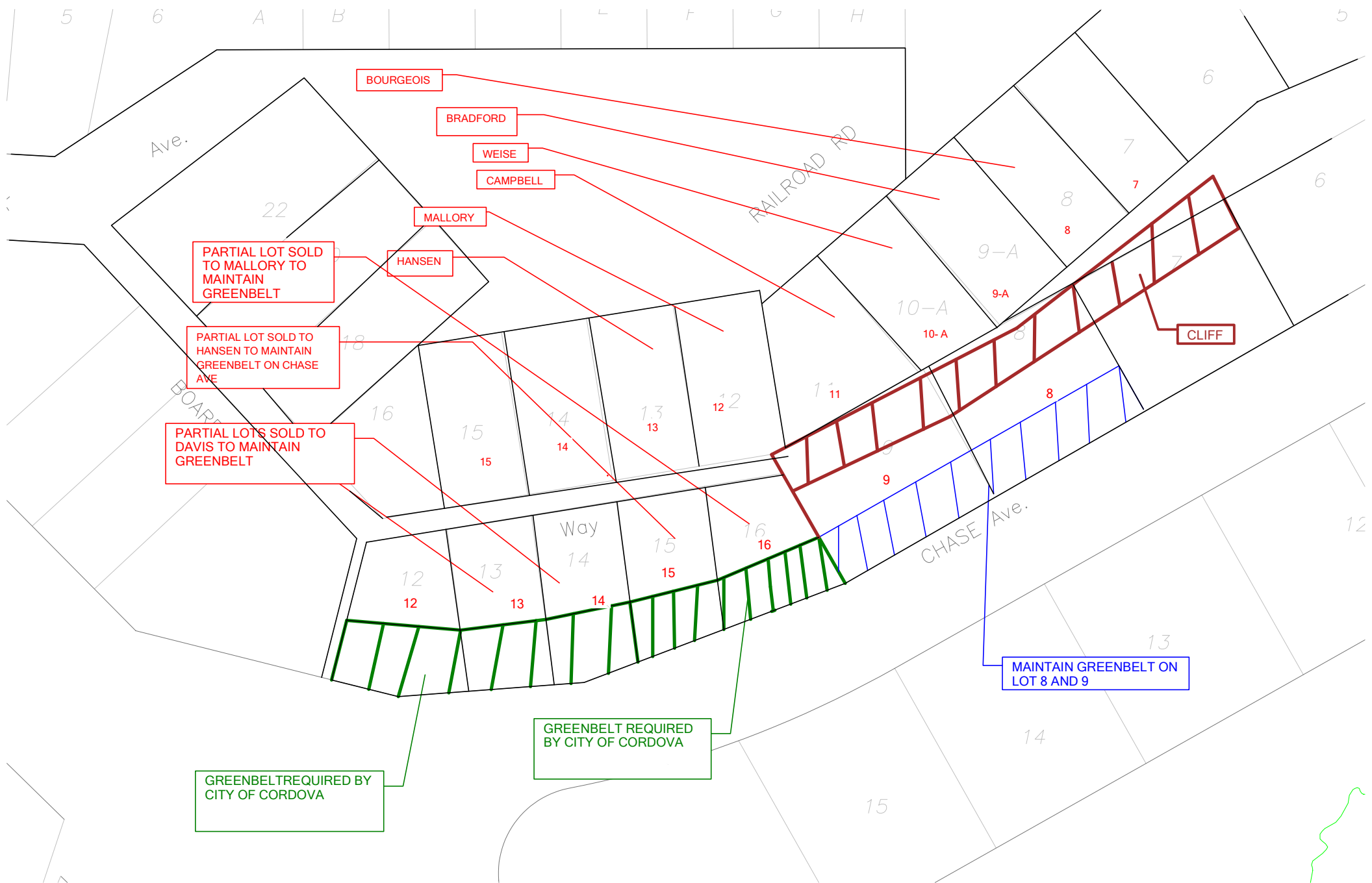
- 1) Don't sell lots 8 and 9 Odiak Subdivision. Remove them from the available to purchase list. This is the most economical solution.
- 2) Sell the lots via sealed proposal process stipulating a partial lot in order to maintain the continuity of the previously required greenbelt that begins just south and west of lots 8 and 9. This is not a very economical solution, but would preserve the greenbelt and the historic neighborhood of Railroad Row.

I apologize for not being there to testify in person. I am travelling out of state.

Again, I urge you not to sell these lots and take them off of the available list.

Thank you for your time and your commitment to making Cordova a better place to live and to continue to thrive.

Bret Bradford  
402 Railroad Row



CITY OF VALDEZ, ALASKA

RESOLUTION NO. 17-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ,  
ALASKA, SUPPORTING THE REBUILDING OF THE CORDOVA SOUTH  
HARBOR

WHEREAS, the Cordova South Harbor was constructed in 1983 with an expected life of 30 years; and

WHEREAS, the PN&D Engineering September 2016 "Assessment of the Cordova South Harbor" report indicates that the harbor is in an advanced and accelerating rate of decline; and

WHEREAS, the City of Valdez supports the efforts by the City of Cordova to rebuild the Cordova South Boat Harbor, a highly necessary and utilized community and regional infrastructure which provides support for regional personal subsistence hunting and fishing, and commercial and industrial uses; and

WHEREAS, Cordova is a regional port serving the fisheries of Prince William Sound and has grown to become the third largest seafood delivery port in Alaska and ranked as high as the fifth largest seafood delivery port in the United States, and

WHEREAS, bringing the harbor back to safe and functional operation by replacing the aged infrastructure and bringing it up to current codes will assure decades of service to the community of Cordova and the Prince William Sound region; and

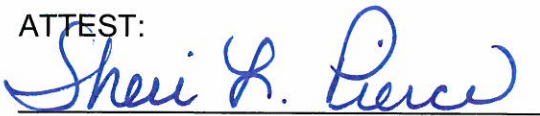
WHEREAS, rebuilding a regional harbor is a large infrastructure investment that exceeds the capacity of a small community to finance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:


The City of Valdez supports rebuilding the Cordova South Harbor as a necessary and positive investment in critical infrastructure for the community of Cordova and the Prince William Sound region.

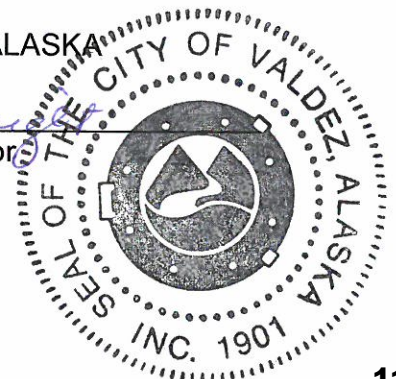
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 21<sup>st</sup> day of February, 2017.

ATTEST:

  
Sheri L. Pierce, MMC, City Clerk

CITY OF VALDEZ, ALASKA

  
Ruth E. Knight, Mayor







## **AGENDA ITEM # 13**

### **City Council Meeting Date: 3/1/2017**

### **CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Alan Lanning, City Manager

**DATE:** 3/1/2017

**ITEM:** General Reserve Fund Transfer

**NEXT STEP:** Seeking Council Approval

---

☒ **ORDINANCE**  
☐ **MOTION**

☐ **RESOLUTION**  
☐ **INFORMATION**

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**I. REQUEST OR ISSUE:**

As we discussed during the FY 2017 budget process, a transfer from the "permanent fund" was necessary to develop a workable budget for FY 2017 in the amount of \$860,000. Upon the advice of the HSB, the City Council chose to add an additional \$16,000 for a blood refrigerator at CCMC for a total transfer of \$876,000. Ordinance 1150 authorizes that transfer on first reading.

**II. RECOMMENDED ACTION / NEXT STEP:**

Council motion to approve Ordinance 1150, approving the transfer of \$876,000 from the Cordova General Reserve Fund or "Permanent Fund" to cover FY 2017 budgeted expenses for debt service and Hospital Equipment.

**III. FISCAL IMPACTS:**

The fiscal impact is \$876,000 reduction to the Cordova General Reserve Fund.

#### **IV. BACKGROUND INFORMATION:**

The City Council approved the FY 2017 budget, acknowledging reductions in the Fish Tax, USFS receipts and State debt service share. In order to mitigate those impacts, the City Council included in the FY 2017 budget a transfer of \$876,000 from the Cordova General Reserve Fund "Permanent Fund" in order to specifically pay bonded debt payments and provide for Hospital Equipment, a blood refrigerator. While the budget has been officially adopted and approved, an Ordinance is required to authorize the transfer of funds in Charter Section 5.22.

#### **V. LEGAL ISSUES:**

I believe Ordinance 1150 conforms to Charter Section - 5-22.

There shall be established as a separate fund within the finances of the City of Cordova to be known as Cordova General Reserve Fund and administered by city code, charter and state laws. The purpose for establishment of the fund is to provide for a continuing source of funding for capital and operating expenses for the city. The council may not consider any revenue from the fund as anticipated revenue for the purpose of funding operating expenses when preparing and approving the budget. The establishment of the fund is intended to assist in minimizing the tax burden to the citizens of Cordova, and preserve in trust assets of the city for the benefit of present and future generations of Cordova residents. The council may, from time to time, make deposits to the fund in the same manner as it makes other appropriations. Any funds received by the city from any source may be deposited into the fund. **The fund principal, once established, shall be appropriated only by ordinance.** An ordinance to appropriate funds from the principal of the Cordova General Reserve Fund shall require the favorable roll call vote of all seven city council members, or six city council members and the mayor, the results to be entered into the journal. The mayor shall be allowed to vote only if exactly six (6) council members vote in favor of any such ordinance.

And Section;

##### **5.44.060 - Principal.**

A. Fund principal may be appropriated only by ordinance. A public hearing shall be held on the introduction and first reading of such ordinance. The procedure for passage of any such ordinance shall be governed by subsection B of this section.

B. No ordinance to appropriate principal from the fund shall be passed, except upon the favorable roll call of all seven city council members, or six city council members and the mayor, the results of which shall be entered in the minutes of the meeting. The mayor shall be allowed to vote only if exactly six of the city council members vote in favor of any such appropriation.

#### **VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

There are none anticipated.

#### **VII. SUMMARY AND ALTERNATIVES:**

Approve the Ordinance.  
Deny the Ordinance.  
Suggest other alternative.



**CITY OF CORDOVA, ALASKA  
ORDINANCE 1150**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA,  
ALASKA, AUTHORIZING THE TRANSFER OF \$876,000 FROM THE GENERAL  
RESERVE FUND AS FOLLOWS: \$860,000 TO THE GENERAL FUND FOR DEBT  
SERVICE, \$16,000 TO THE GOVERNMENTAL CAPITAL PROJECTS FUND #401  
FOR THE PURCHASE OF HOSPITAL EQUIPMENT, BOTH WHICH WERE  
APPROPRIATED IN THE ADOPTED BUDGET FOR FISCAL YEAR 2017**

**WHEREAS**, the City Council of the City of Cordova, Alaska, has adopted the City Budget and appropriated funds for FY17 for the period of January 1, 2017 to December 31, 2017; and

**WHEREAS**, the inter fund transfers pursuant to this Ordinance are intended to provide a source of money to pay for the duly adopted budget appropriations as follows:

<b>Fund #</b>	<b>Fund Title</b>	<b>Purpose</b>	<b>Amount</b>
#101	General Fund	Long Term Debt Service	\$860,000
#401	Hospital Equipment	Blood Refrigerator	\$ 16,000
	Total		\$876,000

**NOW, THEREFORE BE IT ORDAINED** that the City Council of the City of Cordova, Alaska, hereby authorizes the transfer of \$876,000 from the General Reserve Fund as follows: \$860,000 to the general fund-Long Term Debt Service and \$16,000 to the general fund-Other Capital Items-Hospital Equipment both of which were appropriated in the adopted or amended budget for fiscal year 2017.

This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska and published within ten (10) days of its passage.

1<sup>st</sup> reading and Public Hearing: March 1, 2017

2<sup>nd</sup> reading and Public Hearing: \_\_\_\_\_

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017**

\_\_\_\_\_  
Clay R. Koplin, Mayor

ATTEST:

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



## **AGENDA ITEM # 14**

### **City Council Meeting Date: 3/1/2017**

### **CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Alan Lanning, City Manager

**DATE:** 3/1/2017

**ITEM:** General Reserve Fund Transfer

**NEXT STEP:** Seeking Council Approval

---

☒ **ORDINANCE**  
☐ **MOTION**

☐ **RESOLUTION**  
☐ **INFORMATION**

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**I. REQUEST OR ISSUE:**

Staff was directed at the last Council meeting to bring forward a request to authorize an additional Cordova General Reserve Fund transfer in order to complete the Adams St. sidewalk project in 2017 and to purchase a UPS for CCMC that was contemplated, but not funded. Ordinance 1151 authorizes that transfer.

**II. RECOMMENDED ACTION / NEXT STEP:**

Council motion to approve Ordinance 1151, approving the transfer of \$271,466.96 from the Cordova General Fund Reserve or "Permanent Fund" to cover the Adams St. sidewalk project, specifically matching funds and to purchase a UPS for CCMC.

**III. FISCAL IMPACTS:**

The fiscal impact is \$271,466.96 reduction to the Cordova General Fund Reserve.

Adams St. Grant Match: \$135,466.96

UPS: \$136,000

#### **IV. BACKGROUND INFORMATION:**

The City Council approved the FY 2017 budget, denying funding for two specific project requests. Additional expenses that were not authorized were the grant match funds for the Adams St. sidewalk project, noting those funds would still be available until 2018 and the purchase of a UPS for CCMC, while other alternatives were being sought.

Adams St.: Adams St. funds are being sought to complete the project in FY 2017 and staff was directed to bring forward an ordinance requesting those funds. Ordinance 1151 is that authorization.

CCMC UPS: After exploring other alternatives the proved not to be feasible and after experiencing a significant power outage, combined with the expiration of warranty, the Council directed staff to bring forward and ordinance to fund the UPS. Ordinance 1151 is that authorization.

Both issues are immediate, due to bidding, warranty and damage issues. However, staff will not again, the Adams St. sidewalk project grant funds are secure until 2018 and could be completed next summer. Staff would also note, during Strategic Planning discussions, an examination of exemptions and exceptions was prioritized and the 1% seasonal sales tax remains available. A seasonal sales tax would restore this funding to the permanent fund, but does not supplant the urgency.

I have received some discussion regarding the need to implement some type of replacement funding for these transfers and the 1% seasonal sales tax has often been mentioned. Attached is documentation of that effort that was previously prepared as an ordinance.

#### **V. LEGAL ISSUES:**

I believe Ordinance 1150 conforms to Charter Section - 5-22.

There shall be established as a separate fund within the finances of the City of Cordova to be known as Cordova General Reserve Fund and administered by city code, charter and state laws. The purpose for establishment of the fund is to provide for a continuing source of funding for capital and operating expenses for the city. The council may not consider any revenue from the fund as anticipated revenue for the purpose of funding operating expenses when preparing and approving the budget. The establishment of the fund is intended to assist in minimizing the tax burden to the citizens of Cordova, and preserve in trust assets of the city for the benefit of present and future generations of Cordova residents. The council may, from time to time, make deposits to the fund in the same manner as it makes other appropriations. Any funds received by the city from any source may be deposited into the fund. **The fund principal, once established, shall be appropriated only by ordinance.** An ordinance to appropriate funds from the principal of the Cordova General Reserve Fund shall require the favorable roll call vote of all seven city council members, or six city council members and the mayor, the results to be entered into the journal. The mayor shall be allowed to vote only if exactly six (6) council members vote in favor of any such ordinance.

And Section;

##### **5.44.060 - Principal.**

A. Fund principal may be appropriated only by ordinance. A public hearing shall be held on the introduction and first reading of such ordinance. The procedure for passage of any such ordinance shall be governed by subsection B of this section.

B. No ordinance to appropriate principal from the fund shall be passed, except upon the favorable roll call of all seven city council members, or six city council members and the mayor, the results of which shall be

entered in the minutes of the meeting. The mayor shall be allowed to vote only if exactly six of the city council members vote in favor of any such appropriation.

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

There are none anticipated.

**VII. SUMMARY AND ALTERNATIVES:**

Approve the Ordinance.  
Deny the Ordinance.  
Suggest other alternative.

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1151**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA,  
ALASKA, AUTHORIZING THE TRANSFER OF \$271,466.96 FROM THE GENERAL  
RESERVE FUND AS FOLLOWS: \$136,000 TO THE GENERAL FUND FOR  
HOSPITAL EQUIPMENT AND \$135,466.96 TO THE GENERAL FUND FOR A  
GRANT MATCH FOR THE ADAMS ST. SIDEWALK PROJECT**

**WHEREAS**, the City Council of the City of Cordova, Alaska, has adopted the City Budget and appropriated funds for FY17 for the period of January 1, 2017 to December 31, 2017, and

**WHEREAS**, additional inter fund transfers pursuant to this Ordinance are intended to provide a source of money to pay for additional budget appropriations as follows:

<b>Fund #</b>	<b>Fund Title</b>	<b>Purpose</b>	<b>Amount</b>
#401	General Fund	Hospital Equipment	\$136,000
#401	General Fund	Adams St. Grant Match	\$135,466.96
	Total		\$271,466.96

**NOW, THEREFORE BE IT ORDAINED** that the City Council of the City of Cordova, Alaska, hereby authorizes the transfer of \$271,466.96 from the General Reserve Fund as follows: \$136,000 to the General Fund-Hospital Equipment and \$135,466.96 to the General Fund-Adams St. Grant Match which were not appropriated in the adopted or amended budget for fiscal year 2017.

This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska and published within ten (10) days of its passage.

1<sup>st</sup> reading and Public Hearing: March 1, 2017

2<sup>nd</sup> reading and Public Hearing: \_\_\_\_\_

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017**

\_\_\_\_\_  
Clay R. Koplin, Mayor

ATTEST:

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

**CITY OF CORDOVA, ALASKA  
ORDINANCE XXXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AMENDING CHAPTER 5.40.010 TO ADOPT A ONE PERCENT INCREASE TO THE  
GENERAL SALES TAX IMPOSED BY THE CITY OF CORDOVA FROM APRIL 1  
THROUGH SEPTEMBER 30**

**WHEREAS**, the City of Cordova ("City") is currently facing financial challenges and budgeting concerns, and

**WHEREAS**, it is in the City's best interest to generate revenue to support the valuable services the City provides its citizens, residents, and visitors; and

**WHEREAS**, the implementation of a seasonal sales tax is in the City's best interest as it provides the City additional revenues to meet the needs of its population and visitors.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Cordova, Alaska that:

Section 1. Cordova City Code Title 5.40.010 Levied, is amended to read as follows:

**5.40.010 - Levied.**

(A) There is levied on all sales equal to or more than twenty cents, services provided and rents collected within the city, except sales, services and rents that are exempt from taxation under this chapter, a tax equal to six percent of the sale price, charge for services or rents collected.

**(B) Beginning on April 1 and ending September 30 of each year, sales tax under subsection (A) of this section shall be increased by one percent.**

Section 2. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, within ten (10) days after its passage.

1<sup>st</sup> reading and Public Hearing: \_\_\_\_\_

2<sup>nd</sup> reading and Public Hearing: \_\_\_\_\_

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017**

\_\_\_\_\_  
Clay R. Koplin, Mayor

ATTEST:

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

[DELETED TEXT IS ~~STRUCK OUT~~; ADDED TEXT IS **BOLD AND UNDERLINED**]



**AGENDA ITEM # 15**  
**City Council Meeting Date: 3/1/2017**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Planning Staff  
**DATE:** 2/22/2017  
**ITEM:** Lease for a Portion of Lot 10A, Block 2, South Fill Development Park  
**NEXT STEP:** Approval of Lease

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☐ INFORMATION  
☐ MOTION  
☒ RESOLUTION

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**I. REQUEST OR ISSUE:**

Requested Actions: Approval of lease  
Applicant: Copper River Watershed Project  
Disposal Property Address: 135 Harbor Loop Road  
Area: Area requested = 9,396 sq. ft. Total area of lot = 22,605 sq. ft.  
Zoning: Waterfront Commercial Park District  
Attachments: Location Map  
Resolution 03-07-17

**II. RECOMMENDED ACTION / NEXT STEP:**

Staff suggest the following motion:

“I move to approve resolution 03-17-07”

**III. FISCAL IMPACTS:**

The fiscal impacts include reducing waste stream to land fill and annual rent.

**IV. BACKGROUND INFORMATION:**

**12/7/16** – Letter of interest received from Copper River Watershed Project.

**12/13/16** – At the Planning Commission Regular Meeting, the commission referred the item back to staff for the following reasons:

1. Public Hearing and notification to nearby property owners.
2. More input from Public Works Department.
3. Investigate alternative locations.
4. Method for dealing with the land being not available.

For more information, please refer to the unapproved minutes of the meeting, contained in this packet. For item 1, staff mailed notices with the Watershed Project's letter of interest to all property owners on the South Fill and nearby residential properties. Item 2 and 3 are addressed in the email from Rich Rogers, Attachment C. Item 4 is addressed by the 2017 Land Disposal Maps, which are the agenda item prior to this.

**1/10/17** – At the Planning Commission Public Hearing, three members of the public spoke favorably about the Copper River Watershed Project's letter of interest.

The following is a summary of what occurred during the Regular Meeting:

M/Roemhildt S/Pegau to recommend to City Council to dispose of a portion of Lot 10A, Block 2, South Fill Development Park as requested in the letter of interest from the Copper River Watershed Project as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with the Copper River Watershed Project to lease or purchase the property.

M/Pegau S/Frohnappfel to amend the motion by striking "or purchase."

Upon voice vote, amendment passed 6-0.

Yea: McGann, Pegau, Baenen, Roemhildt, Frohnappfel, Kocan

Absent: Bird

**1/18/17** – At the Regular City Council meeting the following occurred

M/Hallquist S/Wiese to direct the City Manager to dispose of a portion of Lot 10A, Block 2, South Fill Development Park as requested in the letter of interest from CRWP as outlined in CMC 5.22.060B by 1. negotiating an agreement with CRWP to lease or purchase the property.

Council gave some input to the manager during discussion including, they would not favor a sale, and they asked him in negotiations to work toward a lease of the property. Council also gave direction that they would be amenable to a reduced rate lease as well.

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

## **V. LEGAL ISSUES:**

None.

## **VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

Area will be maintained and kept free of trash and debris per lease.

## **VII. SUMMARY AND ALTERNATIVES:**

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



**CITY OF CORDOVA, ALASKA  
RESOLUTION 03-17-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE FOR A  
PORTION OF LOT 10A, BLOCK 2, SOUTH FILL DEVELOPMENT PARK WITH THE  
COPPER RIVER WATERSHED PROJECT**

**WHEREAS**, the lease is described as approximately 9,396 Square feet of Lot 10A, Block 2, South Fill Development Park; and

**WHEREAS**, Section 5.22.070 allows the City of Cordova to lease the property for less than fair market value to a nonprofit, upon a finding by the council that the use that is beneficial to the city; and

**WHEREAS**, the Copper River Watershed Project has a long-standing history of providing recycling opportunities within the community; and

**WHEREAS**, the Copper River Watershed Project will establish and maintain a recycle center on the lease property; and

**WHEREAS**, increasing recycle opportunities benefits the city by helping to meet the goal of reducing the waste stream into the landfill; and

**WHEREAS**, an established recycling program will benefit the city by reducing costs and workload for the Refuse Department; and

**WHEREAS**, the City Council has determined that a recycle center operated by the Copper River Watershed Project is beneficial to the city and the annual rental rate will be One Hundred Dollars (\$100.00); and

**WHEREAS**, the lease is hereto attached as Attachment A.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova hereby authorizes and directs the City Manager to enter into a lease on the property with the Copper River Watershed Project 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 he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, 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 1<sup>ST</sup> DAY OF MARCH, 2017**

\_\_\_\_\_  
Clay R. Koplin, Mayor

ATTEST:

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

**CITY OF CORDOVA**  
**Cordova, Alaska**

**LEASE**

This **LEASE** (“Lease”) by and between the **CITY OF CORDOVA**, a municipal corporation organized and existing under the laws of the State of Alaska (the “City”), and the **COPPER RIVER WATERSHED PROJECT** doing business in Cordova, Alaska (“Lessee”).

**RECITALS**

WHEREAS, the City owns that certain parcel of land in Cordova, Alaska generally described as a 9,396 sq. ft. portion of Lot 10A, Block 2, South Fill Development Park, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the “Premises” and shown in Exhibit A); and

WHEREAS, Lessee desires to lease the Premises from the City, and Lessor desires to lease the Premises to Lessee, on the terms and conditions set forth herein; and

WHEREAS, the Cordova City Council (“Council”) has approved the lease of the Premises from the City to Lessee in accordance with the Cordova City Charter §5-17 and Chapter 5.22 of the Cordova Municipal Code (hereinafter referred to as the “Code” or “CMC”).

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

**1. LEASE OF PREMISES**

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

**2. LEASE TERM**

The Lease Term will be five (5) years, commencing on \_\_\_\_\_, 2017, (the “Commencement Date”) and terminating at 11:59 p.m. on \_\_\_\_\_, 2022 (the “Lease Term”), unless earlier terminated in accordance with the terms of this Lease.

**3. RENT**

**A. Base Rent.** The annual rent for each year of the Lease Term will be One Hundred Dollars and no cents (\$100.00) (“Base Rent”). Base Rent is due on the first day of each calendar month during the Lease Term. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 20.E of this Lease, or at any other place the City directs in writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely

net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

**B. Additional Charges.** In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and shall 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 7 and all other sums, costs, expenses, taxes (including 6% sales tax, which shall be paid by Lessee monthly at the same time Lessee makes its monthly payments of Base Rent to the City) and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (the “Additional Charges”).

Without limiting in any way Lessee’s payment obligations, the City shall 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 the same have become due and payable, and the amount paid, plus the City’s reasonable expenses, shall be additional rent 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 Penalty Provision.** 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; such charge shall be considered liquidated damages and shall be due and payable as additional rent. 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.

#### **4. USES AND CONDITION OF PREMISES**

**A. Authorized Uses.** Use of the Premises shall be limited to recycling-related activities and equipment operated by Lessee, and the leased premises shall not, without prior written consent of the Lessor, be used for any other purposes. Lessor expressly reserves the right to terminate this lease in the event Lessee fails to operate said use for a period of eighteen consecutive months.

**B. Inspections.** The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises immediately and without notice in the case of an emergency that threatens public health, welfare or safety. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times upon prior notice to Lessee, 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 thing necessary for the safety or preservation of the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City’s entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents. 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 on the Premises in response to an emergency regardless of the cause of any damage resulting from the City’s emergency entry.

**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 leave the Premises unoccupied or vacant without the City's prior written consent. Lessee shall not cause or permit any Hazardous Material (as defined in Section 9.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 of the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or 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.

**E.** The City may terminate this Lease for any or no reason upon thirty (30) days' written notice to Lessee.

**F.** The City Manager will review the terms and conditions of the lease annually.

## **5. 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 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.

## **6. ASSIGNMENTS AND SUBLETTING; SUBORDINATION**

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

## **7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS**

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (1) the maintenance and repair of the Premises and shall not commit or allow any waste upon the Premises; (2) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (3) all utilities and services needed for Lessee's use of the Premises; (4) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments as and when they become due, including but not limited to all utility bills and special assessments levied and unpaid as of the date of this Lease or hereafter levied for public improvements; (5) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (6) all real property taxes, personal property taxes, and sales taxes related to the Premises or Lessee's use or occupancy thereof; and (7) any taxes on the leasehold interest created under this Lease.

## **8. 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 CMC §5.40.125, or property tax liens under CMC §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.

## **9. 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, attorney's 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 attorney fees. In the event that such a lien is recorded against the Premises, Lessee shall, at Lessee's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

**B. Environmental Indemnification.** The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee's employees, agents, servants,

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

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's 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 which is 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, 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 such law or regulation.

## **10. INSURANCE**

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

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

**B. Property Insurance.** Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on

such commercially reasonable terms and consistent with the customary commercial coverages in the City of Cordova;

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

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

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Before commencement of the Lease Term, Lessee shall provide the City with proof of the insurance required by this Section 10, except where noted above.

## **11. REMOVAL OF PROPERTY**

Upon expiration or earlier termination of this Lease, at the option of the City, Lessee shall remove from the Premises, at Lessee's sole expense, all property Lessee has placed or caused to be placed on the Premises. Lessee shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All property which is 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 term of this Lease shall remain the property of the Lessee and, upon expiration or earlier termination of the Lease and upon request of the City, Lessee shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Lessee's sole expense.

## **12. 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 installment of rent, Additional Charges or of any other sum herein specified to be paid by the 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 taxes;

iii. 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;

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

v. The abandonment or vacation of the Premises or any portion thereof;

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

vii. 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; or

viii. 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 shall not be cured within ten (10) days after written notice has been given to Lessee. 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 makes such election 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 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 attorney's fees and all other expenses incurred by the City by reason of the default or breach by Lessee;
- v. Recover an amount to be due immediately upon breach equal to the sum of all 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;
- vii. Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

### **13. SUBSIDENCE**

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction to the Premises, nor for any injury caused thereby to the property of the Lessee or any sub-lessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

### **14. 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 made after the Commencement Date, 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 such expenses.

### **15. RESERVATION OF RIGHTS**

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to 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. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

### **16. SIGNS**

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

## **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 term 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 rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22 or such successor provision of the code then in effect, and shall be terminable on 30 days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent 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.

**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 and costs incurred by the City. All outstanding fees and costs shall be paid in full no later than the time of the City's execution of this Lease.

## **20. MISCELLANEOUS**

**A. Time Is of the Essence.** Time is of the essence of 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 Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.

**D. Relationship of Parties.** Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of 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:**

**Copper River Watershed Project  
Attn: Executive Director  
P.O. Box 1560  
Cordova, Alaska 99574**

or to such other respective addresses as either party hereto may hereafter from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed, and 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 10 days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment, that the same is in full force and effect as amended and stating the amendments); that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

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

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

**N. Exhibits.** Exhibit A to this Lease is hereby specifically incorporated into this 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 or 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. Attorney's Fees.** In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Lessee agrees that Lessee shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed on the dates set opposite their respective signatures below.

**CITY:**

**CITY OF CORDOVA**

By: \_\_\_\_\_

Its: City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

**LESSEE:**

**COPPER RIVER WATERSHED PROJECT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**





## **AGENDA ITEM # 16**

### **City Council Meeting Date: 3/1/2017**

### **CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Planning Staff

**DATE:** 2/22/17

**ITEM:** Disposal of Lot 8 and 9, Block 1, Odiak Park Subdivision

**NEXT STEP:** Direction to City Manager on Disposal and Disposal Method

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☐ INFORMATION

☒ MOTION

☐ RESOLUTION

☐ ORDINANCE

---

#### **I. REQUEST OR ISSUE:**

Requested Actions: Direction to City Manager on Disposal and Disposal Method

Applicant: Eagle Contracting

Disposal Property Address: Chase Avenue

Area: Lot 8 = 8,334 SF; Lot 9 = 8,380 SF

Zoning: Low Density Residence District

Attachments: Letter of Interest

Plat

Location Map

#### **II. RECOMMENDED ACTION / NEXT STEP:**

Staff suggest the following motion:

“I move to direct the City Manager to dispose of Lot 8 and 9, Block 1, Odiak Park Subdivision as outlined in Cordova Municipal Code 5.22.060 B by \*”

Choose one of the following to insert for the asterisk:

1. Negotiating an agreement with the Eagle Contracting to lease or purchase the property.
2. Inviting sealed bids to lease or purchase the property.

3. Offering the property for lease or purchase at public auction.
4. Requesting sealed proposals to lease or purchase the property.

### **III. FISCAL IMPACTS:**

During the disposal, the city will negotiate with the purchaser the process and financial solution to the potential land conflict. In addition to typical disposal costs, the city will likely may need to expend additional funds in order to cover costs associated with the potential land conflict described in section VI.

### **IV. BACKGROUND INFORMATION:**

**2/2/17** – Letter of interest received from Eagle Contracting (**Attachment A**).

**2/14/17** – The Planning Commission made a recommendation to City Council to dispose of the property by requesting sealed proposals. The following is a summary of the action:

M/Bird S/Roemhildt to recommend to City Council to dispose of Lot 8 and 9, Block 1, Odiak Park Subdivision as requested in the letter of interest from Eagle Contraction as outlined in Cordova Municipal Code 5.22.060B by negotiating an agreement with Eagle Contracting to lease or purchase the property.

**Bird** said she had wondered about the same questions raised by **Bradford**. **Bird** said it sounded like the lot lines would have to be addressed. **Greenwood** said that a title search would clear it up and costs would have to be negotiated. **Roemhildt** said that in the past they have not sold nearby land because of the greenbelt issue. He said that disturbing the ground may affect the foundations of the houses. **Pegau** said that the property was a steep cliff and he doesn't see how it could be developed and meet setbacks without a lot of rockwork.

**Frohnappfel** said he wanted to refer it back to staff to resolve the property line issue. He said it was not up to the commission to determine whether or not someone could use the property; it is whether or not the property is for sale. **Greenwood** said that the city does not have the funds to do it and that typically the title search would be a part of the disposal process. Staff did not know the issue existed until they received a letter of interest. In a typical land sale these sorts of title issues are sorted out during closing. **Stavig** said that there is a substantial amount of land the city shows as available that the city doesn't even have title to yet. **Greenwood** pointed out that this was similar to the Section Line easement they discovered on the Power Creek property; all of these issues get sorted out during the disposal process, so that the costs for sorting the issues out can be a part of the negotiations.

**McGann** said that you can't do something on your property that adversely affects the neighbor's property. He said that just because it is available does not obligate them to dispose of it. **Bird** said that all of the properties along the hill were shown as available and that maybe they should look at making all of the lots not available.

M/Bird S/Roemhildt to amend the motion to recommend to City Council to dispose of portions of Lot 8 and 9, Block 1, Odiak Park Subdivision as outlined in Cordova Municipal Code 5.22.060 by requesting sealed proposals to lease or purchase the property.

Upon voice vote, amendment passed 5-0.

Yea: **McGann, Pegau, Roemhildt, Frohnappfel, Bird**

Absent: **Baenen, Kocan**

Upon voice vote, main motion passed 3-2.

Yea: **McGann, Baenen, Roemhildt**

Nay: **Pegau, Frohnappfel**



Absent: **Baenen, Kocan**

**Applicable Code:**

5.22.040 - Letter of interest to lease or purchase.

*C. The planning commission shall review the letter of interest and recommend to the city council whether to offer the real property interest for disposal by one of the methods as described in Section 5.22.060(B).*

5.22.060 - Methods of disposal.

*B. In approving a disposal of an interest in city real property, the city council shall select the method by which the city manager will conduct the disposal from among the following:*

- 1. Negotiate an agreement with the party who submitted a letter of interest to lease or purchase the property;*
- 2. Invite sealed bids to lease or purchase the property;*
- 3. Offer the property for lease or purchase at public auction;*
- 4. Request sealed proposals to lease or purchase the property.*

The Low Density Residence District permits dwellings:

18.20.010 - Permitted uses.

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

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

**V. LEGAL ISSUES:**

Disposal documents may need legal review. Legal review may be required for the potential land conflict described in section VI.

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

After receiving the letter of interest, staff researched the property and discovered a possible conflict with the property owners located northwest of Lot 8 and 9. **Attachment B** is the plat creating these two lots.

**Attachment C** shows the city's parcel data with the two areas of conflict highlighted.

**VII. SUMMARY AND ALTERNATIVES:**

At this time, council needs to provide direction to the city manager on how to proceed with the disposal of this property. The council can choose to not dispose of the property.

**ATTACHMENT A**

**EAGLE CONTRACTING CORPORATION**

*You've tried the rest now try the best.*

**RECEIVED**

FEB 02 2017

**City of Cordova**

02/02/2017

City of Cordova  
PO Box 1210  
Cordova, AK 99574

RE: Per the City Land Disposal Map; Lots 8-9, Block 1, Odiak Park Subdivision

To: Alan Lanning, City Manager  
Rich Rogers, Public Works Director  
Sam Greenwood, City Planner

I would like to express my interest in purchasing City Lots 8-9, Block 1, Odiak Park Subdivision for future home development. Unfortunately, these lots have no sewer main access and inadequate water service; however, I am prepared to install these services.

Please contact me at your earliest convenience regarding this matter; either by my cell phone, 907-429-7702, or email, ECC1@CTCAK.NET.

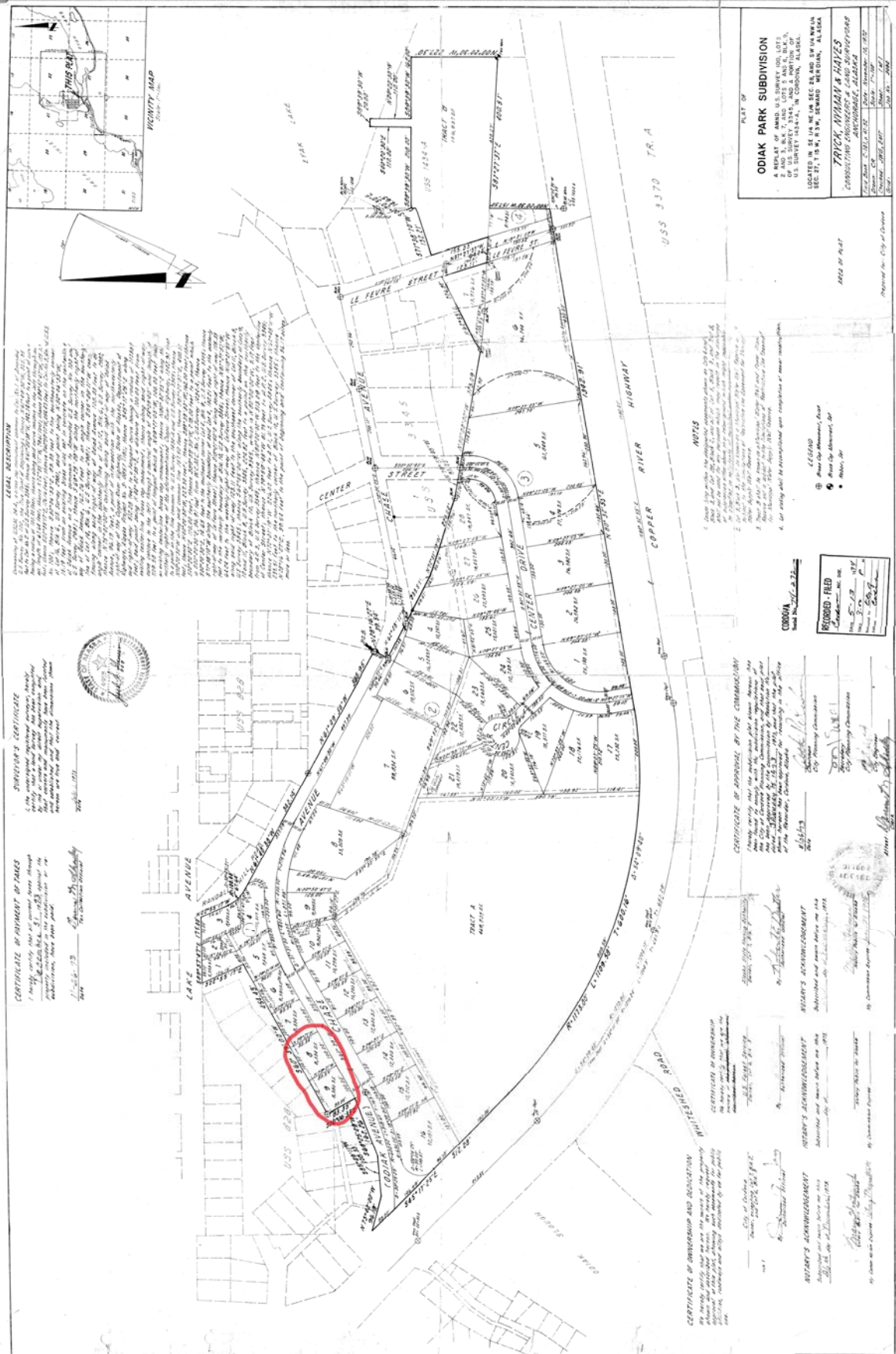
Sincerely,

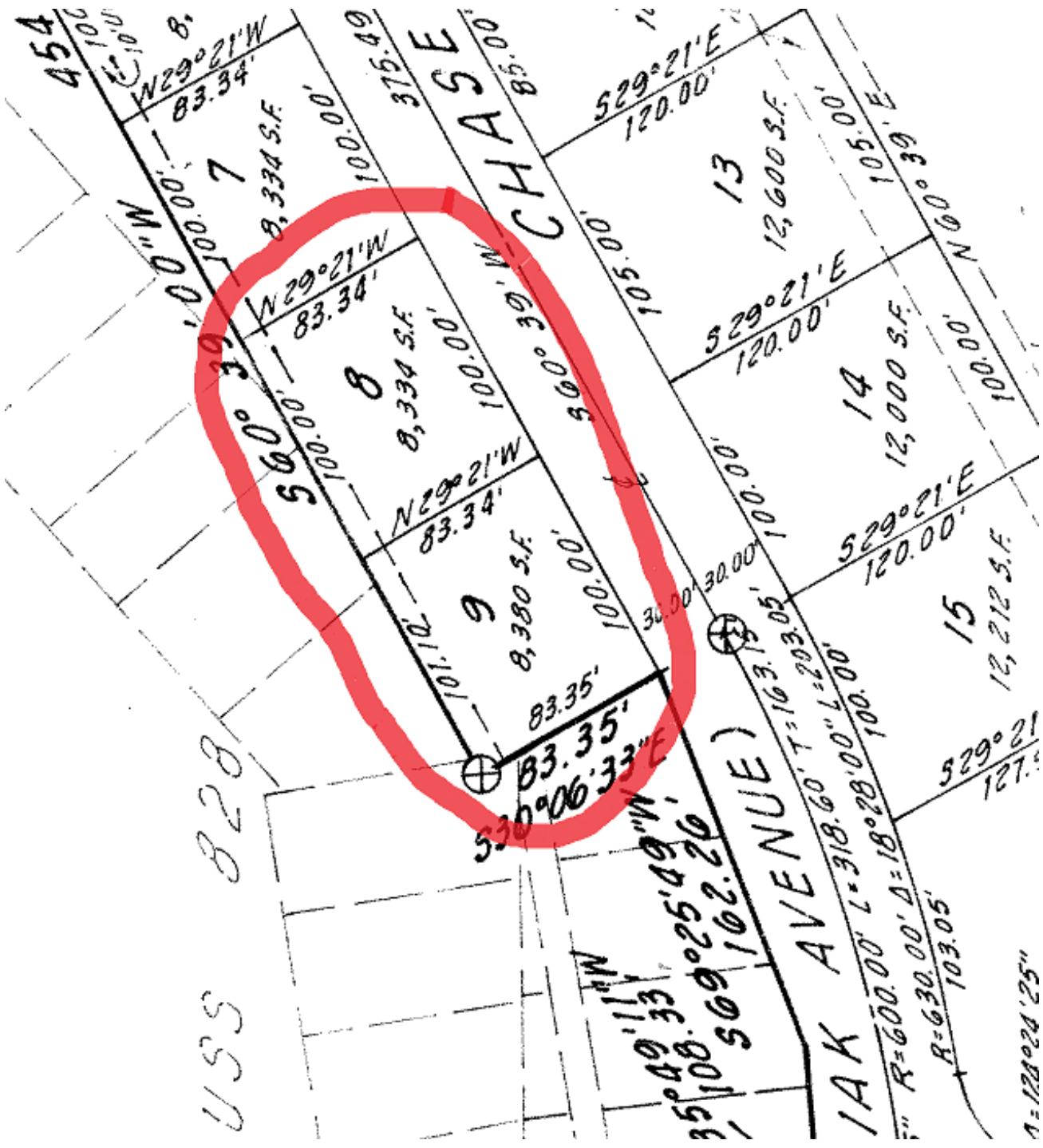


David L. Sjostedt  
President

P.O. BOX 1128 • CORDOVA, ALASKA 99574 • (907) 424-7702 • FAX (907) 424-3994

## ATTACHMENT B

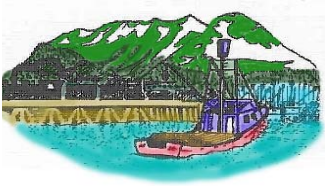






## ATTACHMENT C





## City Council of the City of Cordova, Alaska

### Pending Agenda - March 1, 2017 Regular Council Meeting

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

- 1) Council direction to staff in pursuing Crater Lake Water & Power project from City (water) side  
future Council agenda item
- 2) Discussion/action regarding water charges at the Harbor
- 3)
- 4)

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

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

3/1/20176/7/20179/20/201712/6/2017
- 2) 10/1/16 was the effective date of Ordinance 1137 (plastic bag and polystyrene container ban), Council wants this as a reminder and to gauge the effectiveness of the enactment of this ordinance
- 3) Ordinance 1146 put marijuana moratorium until January 1, 2017
- 4) Staff quarterly reports will be in the following packets:  

4/19/20177/19/201710/18/20171/17/2018
- 5) March 7, 2017 - City Regular Election
- 6) After election is certified - Training Session for Board & Commisison members  
coordinate with other boards in town/Foraker Group or other entity

#### C. Mayor/Council member/staff member suggestions for future agenda items:

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

item:	suggested agenda date:
-------	---------------------------

- 1) ...
- 2) ...
- 3) ...

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



## City Council of the City of Cordova, Alaska

### Pending Agenda - March 1, 2017 Regular Council Meeting

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

- 1) Fisheries Advisory Committee:
 

authorizing resolution 04-03-45	1-Torie Baker, chair (Marine Adv Prgm)	2-Jeremy Botz (ADF&G)
approved Apr 16, 2003	3-Ken Roemhildt (Seafd Sales)	4-Jim Holley (AML)
	5-Chelsea Haisman	6-Dave Reggiani (PWSAC)
- 3) Cordova Trails Committee:
 

authorizing resolution 11-09-65	1-Elizabeth Senear	2-Toni Godes
approved Dec 2, 2009	3-Dave Zastrow	
	4-vacant	5-vacant
- 2) Fisheries Development Committee:
 

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

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

- 1) Prince William Sound Regional Citizens Advisory Council
 





<b>Robert Beedle</b>	appointed April 2013	
	re-appointed March 2014	
	re-appointed March 2016	2 year term
- 2) Prince William Sound Aquaculture Corporation Board of Directors
 

<b>Tom Bailer</b>	term until Oct 2018	3 year term
	appointed February 2017	
- 3) Southeast Conference AMHS Reform Project Steering Committee
 

<b>Mike Anderson</b>	appointed April 2016	through December 2017
<b>Sylvia Lange</b>	alternate	

# MARCH 2017

CALENDAR MONTH	<b>MARCH</b>
CALENDAR YEAR	<b>2017</b>
1ST DAY OF WEEK	<b>SUNDAY</b>

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	1	2	3	4
----- absentee voting @ City Hall Feb 21 - Mar 6 M-F 8a-5p -----						
			6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB			
5	6	7	8	9	10	11
	last day of absentee voting	 Cordova General Election 7 am - 8 pm CCA	7:00 Sch Bd HSL 7:00 Harbor Cms CCB	7:00 HSB CCAB	 CSD end 3Q Mar 9-11	
				conference basketball tourney @ Glennallen		
12	13	14	15	16	17	18
	CSD spring break Mar 13-17			time & loc tbd-Council spec mtg		
		6:30 P&Z CCAB	6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	CSD spring break Mar 13-17		
19	20	21	22	23	24	25
26	27	28	29	30	31	1
	Sewards Day- City Hall Offices Closed	6:00 P&R CCM	CSD parent-teacher conferences Mar 29-31			
2	3	Notes				

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




CCA-Cordova Center  
 Community Rm A  
CCB-Cordova Center  
 Community Rm B

CCM-Cordova Center Mayor's  
 Conference Rm  
CCER-Cordova Center  
 Education Room



# APRIL 2017

CALENDAR MONTH	APRIL
CALENDAR YEAR	2017
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1 
2	3	4	5	6	7	8
9	10	11	12 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	13	14	15
16	17	18 6:30 P&Z CCAB	19 7:00 Sch Bd HSL 7:00 Harbor Cms CCB	20 7:00 HSB CCAB	21	22 
23 	24	25	26 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	27	28	29
30	1	2 6:30 P&R CCM	3 Notes	4	5 CSD Inservice	6


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

CCA-Cordova Center  
 Community Rm A  
CCB-Cordova Center  
 Community Rm B

CCM-Cordova Center Mayor's  
 Conference Rm  
CCER-Cordova Center  
 Education Room

# MAY 2017

CALENDAR MONTH	MAY
CALENDAR YEAR	2017
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2	3	4	5	6
			6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
7	8	9	10	11	12	13
		6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB	7:00 HSB CCAB	CSD Inservice	
14	15	16	17	18	19	20
 Happy Mother's Day			6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
21	22	23	24	25	26	27
				CSD last day of school		
28	29	30	31	1	2	3
	Memorial Day- City Hall Offices Closed	6:00 P&R CCM				
4	5	Notes				

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

CCA-Cordova Center  
 Community Rm A  
CCB-Cordova Center  
 Community Rm B

CCM-Cordova Center Mayor's  
 Conference Rm  
CCER-Cordova Center  
 Education Room

# CITY OF CORDOVA, ALASKA – ELECTED OFFICIALS & APPOINTED MEMBERS OF CITY BOARDS and COMMISSIONS

## MAYOR AND CITY COUNCIL - ELECTED

seat/length of term	email	Date Elected	Term Expires
<b>Mayor:</b>	<b>Clay Koplin</b>	March 1, 2016	March-19
3 years	<a href="mailto:Mayor@cityofcordova.net">Mayor@cityofcordova.net</a>		
Council members:			
Seat A:	<b>James Burton</b>	March 1, 2016	March-19
3 years	<a href="mailto:CouncilSeatA@cityofcordova.net">CouncilSeatA@cityofcordova.net</a>	March 5, 2013	
Seat B:	<b>Timothy Joyce</b>	March 4, 2014	March-17
3 years	<a href="mailto:CouncilSeatB@cityofcordova.net">CouncilSeatB@cityofcordova.net</a>	March 14, 2013	filled vacancy
		August 2, 2012	appt to A
Seat C:	<b>Tom Bailer, Vice Mayor</b>	March 4, 2014	March-17
3 years	<a href="mailto:CouncilSeatC@cityofcordova.net">CouncilSeatC@cityofcordova.net</a>		
Seat D:	<b>Robert Beedle</b>	March 3, 2015	March-18
3 years	<a href="mailto:CouncilSeatD@cityofcordova.net">CouncilSeatD@cityofcordova.net</a>		
Seat E:	<b>Josh Hallquist</b>	March 3, 2015	March-18
3 years	<a href="mailto:CouncilSeatE@cityofcordova.net">CouncilSeatE@cityofcordova.net</a>		
Seat F:	<b>David Allison</b>	March 1, 2016	March-19
3 years	<a href="mailto:CouncilSeatF@cityofcordova.net">CouncilSeatF@cityofcordova.net</a>		
Seat G:	<b>James Wiese</b>	March 1, 2016	March-19
3 years	<a href="mailto:CouncilSeatG@cityofcordova.net">CouncilSeatG@cityofcordova.net</a>		

## SCHOOL BOARD - ELECTED

length of term		Date Elected	Term Expires
3 years	<b>Barb Jewell, President</b>	March 1, 2016	March-19
	<a href="mailto:bjewell@cordovasd.org">bjewell@cordovasd.org</a>	March 5, 2013	
3 years	<b>Bret Bradford</b>	March 3, 2015	March-18
	<a href="mailto:bbradford@cordovasd.org">bbradford@cordovasd.org</a>		
3 years	<b>Tammy Altermott</b>	March 1, 2016	March-19
	<a href="mailto:taltermott@cordovasd.org">taltermott@cordovasd.org</a>	March 5, 2013	
3 years	<b>Peter Hoepfner</b>	March 3, 2015	March-18
	<a href="mailto:phoepfner@cordovasd.org">phoepfner@cordovasd.org</a>	March 6, 2012	
		March 3, 2009	
		March 7, 2006	
3 years	<b>Sheryl Glasen</b>	March 4, 2014	March-17
	<a href="mailto:sglasen@cordovasd.org">sglasen@cordovasd.org</a>		
	<i>Vacant (appointed, non-voting)</i>		
	<i>City Council Rep</i>		

seat up for re-election in 2017

board/commission chair

seat up Nov 17

# CITY OF CORDOVA, ALASKA – ELECTED OFFICIALS & APPOINTED MEMBERS OF CITY BOARDS and COMMISSIONS

## LIBRARY BOARD - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair	November-16 November-13 November-10 November-06	November-19
3 years	Wendy Ranney	November-15 April-13	November-18
3 years	Erica Clark	November-16	November-19
3 years	Krysta Williams	December-14 November-11	November-17
3 years	Kay Groff	December-14 December-11 January-09	November-17

## COMMUNITY HEALTH SERVICES BOARD - with Council election

length of term		Date Appointed	Term Expires
3 years	David Allison		with Council office
3 years	James Burton		with Council office
3 years	Tim Joyce, President		with Council office
3 years	Tom Bailer		with Council office
3 years	Robert Beedle		with Council office
3 years	Josh Hallquist		with Council office
3 years	James Wiese		with Council office

## PLANNING AND ZONING COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Nancy Bird	November-16	November-19
3 years	Allen Roemhildt	November-16 January-14	November-19
3 years	Scott Pegau	December-14 December-11	November-17
3 years	John Baenen	November-15 December-12	November-18
3 years	Tom McGann, vice chair	December-14 December-11 April-11	November-17
3 years	Heath Kocan	November-15	November-18
3 years	Mark Frohnafel	February-15	November-17

seat up Nov 17

seat up for re-election in 2017

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	<b>Robert Beedle, Chair</b>	January-14	November-17
3 years	<b>Andy Craig</b>	November-16	November-19
3 years	<b>Max Wiese</b>	January-14	November-17
		March-11	
3 years	<b>Ken Jones</b>	November-16	November-19
		February-13	
3 years	<b>Jacob Betts</b>	November-15	November-18

## PARKS AND RECREATION COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	<b>Wendy Ranney, Chair</b>	November-15	November-18
		August-14	
3 years	<b>Kara Johnson</b>	February-15	November-17
		December-12	
3 years	<b>Miriam Dunbar</b>	November-15	November-18
		August-14	
3 years	<b>Stephen Phillips</b>	November-15	November-18
3 years	<b>Marvin VanDenBroek</b>	November-16	November-19
		February-14	
3 years	<b>Karen Hallquist</b>	November-16	November-19
		November-13	
3 years	<b>Dave Zastrow</b>	February-15	November-17
		September-14	

## HISTORIC PRESERVATION COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	<b>Cathy Sherman</b>	August-16	November-19
3 years	<b>Heather Hall</b>	August-16	November-19
3 years	<b>Brooke Johnson</b>	August-16	November-19
3 years	<b>John Wachtel</b>	August-16	November-18
3 years	<b>Sylvia Lange</b>	August-16	November-18
3 years	<b>Tom McGann</b>	August-16	November-18
3 years	<b>Jim Casement, Chair</b>	August-16	November-17

seat up for re-election in 2017

board/commission chair

advertised seat up Nov 17