

Mayor

Clay Koplin

Council Members

James Burton

Kenneth Jones

Jeff Guard

Melina Meyer

Anne Schaefer

David Allison

James Wiese

City Manager

Alan Lanning

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

Olivia Carroll

Regular City Council Meeting
April 4, 2018 @ 7:00 pm
Cordova Center Community Rooms
Agenda



A. Call to order

B. Invocation and pledge of allegiance

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

C. Roll call

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

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

E. Disclosures of Conflicts of Interest

F. Communications by and Petitions from Visitors

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

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

5. Record excused absence of Council member ***Ken Jones*** from the March 21, 2018 regular meeting

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

6. Minutes of the February 21, 2018 Council Public Hearing..... (page 1)
7. Minutes of the February 21, 2018 Council Regular Meeting..... (page 2)
8. Minutes of the March 7, 2018 Council Regular Meeting..... (page 6)

I. Consideration of Bids

J. Reports of Officers

9. Mayor's Report..... (page 9)
10. Manager's Report
11. City Clerk's Report

K. Correspondence

12. 03-14-18 Letter from Trident Seafoods re support for land sale to PWSSC..... (page 10)
13. 03-14-18 Letter from NVE re support for land sale to PWSSC..... (page 11)

L. Ordinances and Resolutions

14. Ordinance 1168..... (voice vote)(page 12)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the sale and conveyance of A.S.L.S. 2001-5 according to the Plat number 2006-9 to the Prince William Sound Science and Technology Institute, for \$50,000 – 2nd reading

M. Unfinished Business

N. New & Miscellaneous Business

15. Council election of Vice mayor..... (voice vote)(page 50)
16. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 51)

O. Audience Participation

P. Council Comments

Q. 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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**City Council Public Hearing
February 21, 2018 @ 6:45 pm
Cordova Center Community Rooms A & B
Minutes**

A. Call to order

Vice Mayor David Allison called the Council public hearing to order at 6:45 pm on February 21, 2018, in the Cordova Center Community Rooms.

B. Roll call

Present for roll call were Council members *Ken Jones* (arrived @ 6:48), *Jeff Guard*, *Anne Schaefer*, *David Allison* and *James Wiese*. *Mayor Koplin* and Council members *James Burton* and *Robert Beedle* were absent. Also present were City Manager *Alan Lanning* and City Clerk *Susan Bourgeois*.

C. Public hearing

1. Ordinance 1163 An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova municipal code section 5.40.030(C), CMC 5.40.030(D) and CMC 5.40.030(AB) concerning sales tax exemptions, to decrease the cap on a single purchase transaction sale or service from \$7,500 to \$3,000.
2. Ordinance 1164 An ordinance of the City Council of the City of Cordova, Alaska, repealing chapter 5.39, "motor fuel excise tax".

Vice Mayor Allison opened the hearing up for public testimony on Ordinances 1163 and 1164.

Don Scutt of 204 Boardwalk spoke in support of Council repealing these two taxes.

Mark Frohnapfel of 813 Woodland Drive, spoke in favor of repealing both of these taxes.

Sarah Kathrein of 828 Woodland Drive, spoke in support of both ordinances.

D. Adjournment

Vice Mayor Allison recessed the public hearing for 5 minutes at 6:50 pm, with no objection. The public hearing was called back to order at 6:55 pm, there was no further public comment.

Vice Mayor Allison adjourned the public hearing at 6:58 pm, with no objection.

Approved: April 4, 2018

Attest: _____
Susan Bourgeois, CMC, City Clerk

**Regular City Council Meeting
February 21, 2018 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes**

A. Call to order

Vice Mayor David Allison called the Council regular meeting to order at 7:00 pm on February 21, 2018, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance

Vice Mayor Allison led the audience in the pledge of allegiance.

C. Roll call

Present for roll call were Council members *Ken Jones* (arrived @ 6:48), *Jeff Guard*, *Anne Schaefer*, *David Allison* and *James Wiese*. *Mayor Koplin* and Council members *James Burton* and *Robert Beedle* were absent. Also present were Student Council representative *Olivia Carroll*, City Manager *Alan Lanning* and City Clerk *Susan Bourgeois*.

D. Approval of Regular Agenda

M/Wiese S/Schaefer to approve the Regular Agenda.

Vote on the motion: 5 yeas, 0 nays, 2 absent (Burton & Beedle). Motion was approved.

E. Disclosures of Conflicts of Interest

F. Communications by and Petitions from Visitors

1. Guest Speakers - *Jennifer LeMay*, LeMay Engineering & Consulting summary of the Draft Hazard Mitigation Plan Update. She reported that the last plan was adopted 5 years ago and will expire in June. On February 28 the state will review the work that has been done to date on updating the plan. Between March 7 and April 30 it will be reviewed by FEMA and she hopes to have the final plan back before Council in May for adoption via resolution. Generally it outlines a list of hazards and gives the vulnerability of that hazard to occur in Cordova and then states the plans for mitigation of that hazard.

2. Audience comments regarding agenda items

Gary Graham 102 Kimmick Way, offered opinions on making up the budget shortfall with something other than new taxes.

Dean Curran 110 Sawmill Avenue, asked Council when the marijuana petition that he sponsored and has now been certified, will then go to a vote. *Vice Mayor Allison* said it will be discussed tonight at Pending Agenda.

Tom Bailer 304 Orca Inlet Drive, spoke to the January 17, 2018 minutes in the packet for approval. He said he would like to see the minutes amended because they state ... "he accused the City of leaving public information out of a council packet". He said, in fact, what he did was state a fact, there was a letter written by Copper River Seafoods that never made a P & Z packet, never made the P & Z minutes and then was not available at the Council meeting.

Mark Frohnepfel 813 Woodland Drive opined that both taxes should be repealed.

Kristin Carpenter 507 Fourth Street, spoke in favor of Council keeping the motor fuel excise tax in place.

Don Scutt 204 Boardwalk Way, spoke against both taxes, motor fuel and the cap being raised.

3. Chairpersons and Representatives of Boards and Commissions

Kristin Carpenter reported that they are searching for a new vendor for EMR on the hospital side. The long term care EMR will be operating by May or June. Permanent RN's still being sought. Plans of correction have been accepted for federal and state surveys. Financial records and a new payroll service are being worked on. She said the 2 biggest issues financially are PERS and Medicare/Medicaid contractual adjustments. The state is allowing CCMC to pay just the 5% on PERS instead of the full 22%. *Scot* is also working on specialty clinics. *Guard* asked about the PERS 17% that we are not paying - wondered if that would be digging a deeper hole - *Scot Mitchell* replied that interest is accruing on that debt. *Guard* wonders if that debt would fall back on the City or not. *Lanning* said he is in talks with the attorney about that.

Allison had questions about the budget that was included in the packet. He asked why the City contribution shows \$575,000 but he remembers the City budgeting \$625,000. *Mitchell* said that reflects the \$50,000 the hospital will pay back to the City this year as part of the pharmacy set-up costs. *Allison* also said that maybe this year they can get us the budget before we pass ours, which is in Code. Also, he thought the budget they get should have a little more detail than one page - this is really just a summary budget. *Schaefer* also asked if this was intended to just be a summary. *Carpenter* said it is the budget. *Scot Mitchell* said he and staff have a more detailed budget, but that hospital budgets are much different than City budgets. He then gave a "Paul Harvey" story about how hospital budgets work.

4. Student Council Representative Report – *Olivia Carroll* said that homecoming was a success. She and *Aaliyah Malazo* went to Juneau for a leadership conference and to speak with legislators about education funding. She reported that CHS robotics won state and the Cordova Yeti Crab team (*Makita DeCook, Marie Esguerra, Reed Williams* and *Cori Pegau*) won the NosBowl (National Ocean Sciences) competition and will attend nationals in Colorado in April. She said that *Cori Pegau* is one of only 1,100 National Merit Finalists nationwide, one of only two in Alaska.

G. Approval of Consent Calendar

Vice Mayor Allison declared the consent calendar was before the City Council.

5. Resolution 02-18-07 A resolution of the City Council of the City of Cordova, Alaska approving the final plat of ‘Saddle Point Too Addition No. 1’

6. Council concurrence of *Mayor Koplin’s* appointments to fill vacancies on the Library Board

7. Council concurrence of *Mayor Koplin’s* appointment of the 2018 Election Board

Vote on the consent calendar: 5 yeas, 0 nays. Burton-absent; Beedle-absent; Schaefer-yes; Wiese-yes; Jones-yes; Allison-yes and Guard-yes. Consent Calendar was approved.

H. Approval of Minutes

M/Wiese S/Guard to approve the minutes.

M/Wiese S/Guard to amend the minutes on page 17 of the packet by replacing “he accused the City of leaving public information out of the packet” to “he stated the City left public information out of the packet”.

By unanimous consent the minutes were amended.

8. Minutes of the 1-17-18 Council Regular Meeting

Vote on the motion as amended: 5 yeas, 0 nays, 2 absent (Burton & Beedle). Motion was approved.

I. Consideration of Bids

J. Reports of Officers

9. Mayor’s Report – *Mayor Koplin* had a written report in the packet.

- City Representative to the PWSAC Board of Directors, *Tom Bailer*, written report

10. Manager’s Report –City Manager *Alan Lanning* gave a quick visual of the city’s finances, i.e. balances in general fund, permanent fund and the excess fish tax that was collected in 2017. He explained how the balances in those accounts do not necessarily mean that there is that much in spendable cash, these accounts have certain amounts that have to remain intact for enterprise funds, etc. He went into the 2018 budget and all that was left out and all outside entities funded by the City. He was trying to aim at the narrow window that exists of what we could be doing differently; saving money on. People have been offering opinions but he was giving facts on reality of the budget and how tight it is.

11. City Clerk’s Report – *Bourgeois* explained her rules and procedures on correspondence. She will include things in Council packets when they are addressed to Mayor and Council. When something is addressed to the Planning Commission it will not be included in a Council packet. She thanked a couple of Council members recently who have noticed when correspondence has been sent to them but not me, that they will then forward to me so I have a copy for records and I can include in the next packet. *Bourgeois* mentioned the upcoming March 6 Regular Election, sample ballots are on the website and available at City Hall, absentee in person has begun and is available Mon-Fri 8am-5pm in the Clerk’s office until Monday March 5. On March 7 assessment notices will be in the mail, beginning the 30 day appeal period for 2018 property assessments.

K. Correspondence

12. 02-03-18 Branshaw email re Special Election for motor fuel excise tax and tax cap

13. 02-03-18 D. Sherman letter re Robert’s rules and motor fuel tax excise tax

14. 02-05-18 Mayor Koplin letter to NPFMC re ground fish IFQ program

15. 02-13-18 M. Lindsey letter re ordinances 1163 & 1164

16. 02-14-18 L. Vargas letter re ordinances 1163 & 1164

L. Ordinances and Resolutions

17. Ordinance 1163 An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova municipal code section 5.40.030(C), CMC 5.40.030(D) and CMC 5.40.030(AB) concerning sales tax exemptions, to decrease the cap on a single purchase transaction sale or service from \$7,500 to \$3,000 – 2nd reading

M/Jones S/Wiese to adopt Ordinance 1163 an ordinance of the City Council of the City of Cordova, Alaska, amending Cordova municipal code section 5.40.030(C), CMC 5.40.030(D) and CMC 5.40.030(AB) concerning sales tax exemptions, to decrease the cap on a single purchase transaction sale or service from \$7,500 to \$3,000.

Jones said he will support this he has spoken about it many times. He believes that when the fish tax came in so much

more than anticipated in 2017, he was not in favor of retaining these added taxes. He thinks it is apparent that this was targeting the fishing fleet. **Wiese** said he would support this because he doesn't believe these will get through the voters so why not do it now. He'd prefer this be at an amount that would not lose business to Anchorage, this is too high. **Guard** said he is not trying to drive business out of town. The reality of the budget is we are not even keeping up with our infrastructure. He wants to know what people would want to get rid of as a community. He is not in favor of passing these. Let the voters get the last say. **Schaefer** said she would not be in favor of approving these ordinances getting rid of that revenue unless we had another revenue generating idea. We need to think longer term, we have already cut the budget to the bone. She said that the strategic planning process was all about that, making a three year plan, but we have to stick with. She would be willing to look at a cap somewhere between the two numbers as a compromise. **Allison** said we've been accused of targeting the seasonal influx of people, he said absolutely, they were, and that is true. He said the idea was to reduce the burden to the year round residents. **Allison** asked the Clerk about initiated ordinances and if they pass the voters the time frame that Council can't touch that. **Bourgeois** said that the charter says that Council cannot repeal an initiated ordinance for 2 years but can amend it at any time but the vote on final passage of an ordinance amending it would need to be the same as votes on an emergency ordinance (which is 5 affirmative votes). **Allison's** point was that if they approve this tonight then they have the ability to make changes. **Guard** said he would prefer just letting the people have their way and vote on this.

Vote on the motion: 2 yeas, 3 nays, 2 absent. Jones-yes; Guard-no; Wiese-yes; Beedle-absent; Burton-absent; Schaefer-no and Allison-no. Motion failed.

18. Ordinance 1164 An ordinance of the City Council of the City of Cordova, Alaska, repealing chapter 5.39, "motor fuel excise tax" - 1st reading

M/Jones S/Wiese to adopt Ordinance 1164 an ordinance of the City Council of the City of Cordova, Alaska, repealing chapter 5.39, "motor fuel excise tax"

Jones said he would echo comments from the previous ordinance - fishing fleet contributes to the City revenues. He thinks it also targets one single business in town. **Wiese** said he doesn't think this will survive the voters. **Guard** said he would be interested in maybe a half a percent sales tax increase, but he isn't willing to get rid of this until that could be put in place. He asked the City Manager to speak to that. **Lanning** said, that the private business that this is said to target, can at any time raise its rates without asking anyone for approval, in order to make up margins. They are the only distributor in town which is why they are the only entity collecting this tax. He said he wishes we could see the data, if we just pause and see how this pans out.

Vote on the motion: 1 yeas, 4 nays, 2 absent. Allison-no; Beedle-absent; Jones-yes; Guard-no; Wiese-no; Burton-absent and Schaefer-no. Motion failed.

M. Unfinished Business

N. New & Miscellaneous Business

19. Council action on disposal and method of disposal for Lots 1 & 2, Blk 6, Lots 3A, 4 & 5, Blk 8 all in the North Fill Development Park

M/Jones S/Wiese to dispose of Lots 1 & 2, Blk 6, Lots 3A, 4 & 5, Blk 8 all in the North Fill Development Park as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with the harbor department to lease or purchase the property.

Jones said there were some South Fill Planning meetings a few years back and the consensus was to further develop the North Fill launch site and a maintenance area there to alleviate the stress on the South Fill side. He believes these lots are important for that and he knows the department and the Harbor Commission are in favor so he supports this. **Wiese** spoke in favor of this. **Guard** said he's not disputing whether it's the best use for this land, he just said it seems like 2 parts of the same competing with themselves. **Guard** thought we should get the Planning Commission's opinion. **Allison** reminded him that Planning Commission did see this and recommended Council retain the lots. **Schaefer** opined that they shouldn't act on this until after the joint meeting with Planning and Zoning about land disposal methods which is on the docket. Also she wanted some planning about waterfront development to occur before such a disposal. **Jones** said that the 2013 public meetings on the South Fill were the planning meetings. **Allison** said he didn't have any problem with the harbor having these lots but he would want the lease to be at fair market value because he believes those lots to belong to all the citizens of Cordova. **City Manager Lanning** said he doesn't think this is a good idea at all. He hasn't spent the money for a legal opinion but would tend to believe that the Harbor department doesn't have any standing to be owners of land.

M/Wiese S/Guard to refer to staff to come up with a better solution.

Vote on the motion to refer: 5 yeas, 0 nays, 2 absent (Burton & Beedle). Motion was approved.

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

Calling a special meeting was discussed. Council asked to see the Code on Special elections/initiatives to determine how quickly it could be called. **Jones** asked staff to look into the RFP for developing the mud-flat near the shipyard. There is an upcoming Planning & Council joint work session and Council asked to invite Harbor Commission as well. That will be on March 7. The March 21 work session will be the 2016 financial audit presentation. Strategic planning work sessions would start up in April. **Allison** asked if 2017 year-end was ready. **Lanning** said that would be to them shortly. **Schaefer** asked about the birds on the Cordova Center roof. **Lanning** said we did look into this, he would send out the bid they received on this issue. **Jones** wants the impound lot looked at for harbor use.

O. Audience Participation

Gary Graham 102 Kimmick Way, spoke about the number of sales tax exemptions he heard the manager mention. He opined that the exemption for resale is something we should think about getting rid of.

Mark Frohnapfel 813 Woodland Drive, appreciated the Council talking about other revenue sources, like a 1% sales tax increase. He said if we lose the big boats for fuel ups then we lose business and sales tax for the other stores they would have spent money in as well. He said a 1% sales tax increase would generate \$100,000 from Shoreside alone.

Don Scutt 204 Boardwalk Way, said it is bad what they have done with sales tax. He has no incentive to collect sales tax for the City anymore.

P. Council Comments

Jones said that **Scot's** (Mitchell) story reconfirmed to him why government needs to be out of healthcare. He said we've looked at sin taxes before, he'd be interested to see those numbers again. He fought hard on the taxes because he doesn't want to see us run business out of town. Now it will go to the voters and we can focus on growing the pie.

Schaefer thanked everyone for coming.

Guard said he is in favor of seeing what we can do to fine tune this. As far as maintaining the cap at a lower level for house packages and maybe marine engines, etc.

Allison appreciates that these will now be in the public's hands at the polls, he doesn't mind that at all, hopes people will educate themselves on these upcoming ballot measures.

Q. Adjournment

Hearing no objection Vice Mayor Allison adjourned the meeting at 9:44 pm.

Approved: April 4, 2018

Attest: _____
Susan Bourgeois, CMC, City Clerk

Regular City Council Meeting
March 7, 2018 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order

Vice Mayor David Allison called the Council regular meeting to order at 7:00 pm on March 7, 2018, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance

Boy Scout Troop #624 presented the colors and led the audience in the Pledge of Allegiance.

C. Roll call

Present for roll call were Council members **Ken Jones, Jeff Guard** (arrived at 7:02), **Robert Beedle, Anne Schaefer, David Allison** and **James Wiese**. Council member **James Burton** was present via teleconference. **Mayor Koplin** was absent. Also present were City Attorney **Holly Wells**, City Manager **Alan Lanning** and Deputy City Clerk **Tina Hammer**.

D. Approval of Regular Agenda

M/Beedle S/Jones to approve the Regular Agenda.

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

E. Disclosures of Conflicts of Interest

F. Communications by and Petitions from Visitors

1. Guest Speakers - **Jacob Ranney** 2500 Orca Road and representing Boy Scout Troop #624 spoke to Council about the troop's concerns about the safety of getting to the Orca Inlet Recreational Area (Field of Dreams) on Whitshed Road and about the condition of it - i.e. dog waste, etc.

2. Audience comments regarding agenda items - none

3. Chairpersons and Representatives of Boards and Commissions

Barb Jewell said the School Board has hired a group called "Outside the Lines" facilitating part of their strategic planning process. They will be meeting with focus groups on Tuesday March 13 at Mt. Eccles at various times throughout the day, to get public input on needs and wants from the school district - students, staff, community members.

4. Student Council Representative Report - not present but **Vice Mayor Allison** mentioned that the basketball teams are at regionals in Nenana and will be on KLAM starting tomorrow, boys at 1130 am and girls at 3 pm.

G. Approval of Consent Calendar

Vice Mayor Allison declared the consent calendar was before the City Council.

5. Record excused absences of Council members **Burton** and **Beedle** from the February 21, 2018 regular meeting

6. Record unexcused absence of **Mayor Koplin** from the February 21, 2018 regular meeting

Vote on the consent calendar: 7 yeas, 0 nays. Wiese-yes; Jones-yes; Beedle-yes; Schaefer-yes; Allison-yes; Burton-yes and Guard-yes. Consent Calendar was approved.

H. Approval of Minutes

M/Beedle S/Wiese to approve the minutes.

7. Minutes of the February 7, 2018 Council Public Hearing

8. Minutes of the February 7, 2018 Council Regular Meeting

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

I. Consideration of Bids

J. Reports of Officers

9. Mayor's Report - no report

10. Manager's Report - City Manager **Alan Lanning** said there had been a request about bird mitigation last time and a question about developing the mudflat - he sent emails out to Council on both of those items. Also, he had year-end numbers for 2017 that he gave to Council. He said 2017 had General Fund Revenues of \$766,000 over budget - mostly due to the \$716,000 in additional fish tax. General Fund expenses were over the budgeted amount by \$476,000 so the General Fund wound up \$289,000 positive. Overall, **Lanning** said he is a little disappointed, he was hoping to end the year a little under instead of the \$476,000 over in expenses.

11. City Clerk's Report - **Hammer** reported the election was yesterday and the results of ballots cast at the polls are posted. There are up to 70 ballots remaining to count, 58 for sure, but she needs to find out about the 4 questioned ballots

and there are still some absentee by mail that are not back in yet. Also, **Hammer** said that assessment notices were mailed today and the 30 day appeal period will end on April 6.

12. City Attorney's Report - Holly Wells reported on: 1) the Beecher Case - it was remanded by the Alaska Supreme Court to the Superior Court for an accounting hearing. This is a collections action from the City from a long time ago and we tried to settle with the Beecher's. There was a settlement agreed to but then they pulled out of the acceptance agreement, this was a couple of years ago. Their claim at that time was that not only did they not owe the City money but that the City owed them money. That was based on some of their personal property that was foreclosed upon by banks and others which was taken, they claim the City took. So at this time we will go through the accounting and show that we don't have that property. **Wells** said, Council will hear from her soon on this. 2) APOC reporting requirements for the upcoming special election ballot propositions - as members of the public, Council members can do whatever they wish to write letters to the editor, or get on the radio, to support or give their point of view on the propositions, but, if as a City, there is a plan to speak one way or the other on a proposition, there must be an ordinance approved to appropriate the money to do that, even if the paper is already bought or if it is staff time to be used, an appropriation of say \$500 or whatever, should be formally approved by this body. Then there would be paperwork at APOC to formally register the City and that all gets done properly.

K. Correspondence

13. 02-16-18 Mayor letter to Senator Murkowski re DC dinner invite

14. 02-16-18 Letter from CDFU re ordinances 1163 & 1164

L. Ordinances and Resolutions

15. Resolution 03-18-08 a resolution of the City Council of the City of Cordova, Alaska, calling a special election to be held in the city on May 15, 2018, for the purpose of submitting to the qualified voters of the city (1) a proposition decreasing the sales tax cap on a single purchase from \$7,500 to \$3,000; (2) a proposition repealing the motor fuels tax, and (3) a proposition amending the Cordova Municipal Code to prohibit marijuana manufacturing and cultivation facilities, marijuana retail stores, and marijuana testing facilities

- Included as backup for information are the ordinances of the people of Cordova, Alaska - **not for Council action but for action by a vote of the people** - see memo

a. Initiated Ordinance 1165 an ordinance of the City of Cordova via the public initiative process amending Cordova Municipal Code Chapter 5.40.030 entitled "exemptions for sales tax" to decrease the sales tax cap on a single purchase from \$7,500 to \$3,500

b. Initiated Ordinance 1166 an ordinance of the City of Cordova via the public initiative process repealing Cordova Municipal Code Chapter 5.39 entitled "motor fuel excise tax"

c. Initiated Ordinance 1167 an ordinance of the City of Cordova via the public initiative process amending Cordova Municipal Code Chapter 8.40.020 to make marijuana establishment operations prohibited in the City of Cordova

M/Beedle S/Jones to approve Resolution 03-18-08 a resolution of the City Council of the City of Cordova, Alaska, calling a special election to be held in the city on May 15, 2018, for the purpose of submitting to the qualified voters of the city (1) a proposition decreasing the sales tax cap on a single purchase from \$7,500 to \$3,000; (2) a proposition repealing the motor fuels tax, and (3) a proposition amending the Cordova Municipal Code to prohibit marijuana manufacturing and cultivation facilities, marijuana retail stores, and marijuana testing facilities

M/Beedle S/Jones to amend the resolution by changing the date of the Special Election to April 24, 2018

Beedle said that May 15 with any luck we will be gillnetting. Also he'd like it sooner. He said there are letters from the processors on their fuel purchases which might be made elsewhere. He said guys will be coming back to town and invoices for nets, etc. will be awaiting them, the sooner the election, the sooner the extra tax would be off of those purchases. On the marijuana issue, there is a business that is trying to start up - she might want this sooner. He opined this should be done as expeditiously as possible. **Jones** concurs with all those points. **Guard** said the Clerk has suggested a date and she wants that date based on it is when she can have her poll workers. They are busy with the NVE election before that. These items on the election are contentious issues, most important that we have experienced workers running the polls. **Schaefer** said she wants to ensure we abide by all the noticing rules and even though it might be near the fishing date, she said there is early voting available for the 2 weeks prior, so that is affording people every opportunity to vote. **Burton** read directly from an email from the City Clerk stating that the earliest she can see this Election happening is May 15. She mentioned charter and code advertising requirements, Cordova Center Election room availability and Election Board availability as her concerns. He also believes that a better turnout would be had on May 15. **Beedle** wanted further clarification on the required noticing. **Wells** said that if your City Clerk has stated the date she can work with, I would go with that date. If anything, **Wells** said if you are concerned with the chosen date you could go out further, but do not go

with a sooner date. **Guard** reiterated that no one is trying to avoid the special election or push it out further to get more in taxes, we hire good staff because they know how to keep us out of trouble. It would be prudent for us to listen to staff. Vote on the motion to amend: 2 yeas, 5 nays. Allison-no; Schaefer-no; Guard-no; Beedle-yes; Wiese-no; Burton-no and Jones-yes. Motion to amend failed.

Beedle thanked the attorney for the clarification on proposition 3 he thinks it is written a lot more clearly now.

Vote on the main motion: 7 yeas, 0 nays. Wiese-yes; Burton-yes; Beedle-yes; Schaefer-yes; Allison-yes; Jones-yes and Guard-yes. Motion was approved.

M. Unfinished Business

N. New & Miscellaneous Business

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

Jones said he had requested the RFP be sent out about expanding the mudflat next to the shipyard. He'd now like some kind of workshop or discussion on that item so we can decide how to move ahead with that. **Wiese** said also a master plan/comprehensive plan needs to be discussed soon. **Lanning** said we can incorporate that into the strategic planning we have coming in April. **Jones** asked for the report from the 2013 South Fill workshops to be available for that. **Allison** asked if the Parks and Recreation Commission could report to us their wants/needs for the Field of Dreams as mentioned by the Boy Scouts. He also replied to the Scouts questions about the road out there, the City and NVE are partnering on the local match to a state project on a pedestrian path on Whitshed Road. **Hammer** ensured that we would have 4 Council available for a quick noon meeting on Thursday March 15 at Noon to certify the election - she received confirmation.

O. Audience Participation

Alex Russin 209 South Second Street and Superintendent of Schools said that they just wrapped up their accreditation process, every five years, we have been accredited as a high school since 1934 - he recently was looking at archives and found the accreditation criteria from 1936. He mentioned that **Cori Pegau** is a National Merit Finalist which is a huge accomplishment. One of a very small percentage of students nationwide. The robotics team won the state competition and are now competing at the super regional event in Spokane. Two teams participated in the Tsunami Bowl, thanks to the coaching of the Science Center, and one of our teams won the state competition and now will go to nationals in Colorado. We are very proud of our athletic teams as well as our academic teams' accomplishments.

Barb Jewell 2.2 Mile Whitshed Rd, speaking as a citizen, thanked council for the work session with Harbor and Planning Commissions - encourages work on the comprehensive plan - she knows it will be a lot of work and will cost some money but it will be valuable. She respectfully requested that any time a handout is given to the Council there should also be copies for the public available or printed ahead of time in the packets that are published, it is hard for the public to follow along when we can't see what's in front of you.

Wendy Ranney 2500 Orca Road, speaking as chair of Parks and Recreation Commission, they won't meet this month but will meet twice in April and are going through their 10 year plan and they will look at the camper park on Whitshed. She anticipates that Council will get a recommendation after those meetings.

Dean Curran 110 Sawmill Avenue thanked council for moving ahead with a special election for the marijuana petition and the other petitions.

P. Council Comments

Wiese commented on **Miss Pegau's** accomplishment as really amazing.

Jones appreciated the audience tonight and congratulated the candidates who won seats at the election and he looked forward to seeing the outcome of the one seat that is still undecided.

Schaefer appreciated the Scouts for the presentation of the colors tonight.

Beedle thanked the Scouts, congrats to the election winners and Seat D is still a nail-biter.

Allison thanks to everyone and congratulated the winners of the election and thanks to those who put their names in. He would like input from Parks staff and Parks Commission on the camper park needs.

Q. Adjournment

M/Beedle S/Jones to adjourn the meeting.

Hearing no objection Vice Mayor Allison adjourned the meeting at 8:10 pm.

Approved: April 4, 2018

Attest: _____
Susan Bourgeois, CMC, City Clerk

Mayor's Report
3/30/2018
Clay Koplin

I will be travelling back to Washington, D.C. at the end of April at the invitation of the Department of Energy to present on waterpower technology and deployment. I will also be updating them on the progress of the RADIANCE grid modernization work with Cordova Electric Cooperative and other Alaska organizations. I will be requesting a community workshop in April to present a draft waterfront improvement plan that includes harbor expansion, development of new uplands (dredge and fill), and additional boat moorage for Cordova. The improvement plan will be based on community feedback from the 2013 facilitated public workshops. The summary of that work by Agnew Beck and the City of Cordova is posted here:

<http://www.cityofcordova.net/images//planning/resources/2013%20FINAL%20Southfill%20Project%20Summary.pdf>

I helped organize and participate in a Tanner Crab feed for the fishermen, fleet, and facilitators who helped make the fishery possible; the Cordova fisheries development committee chaired by Bob Smith, the ADF&G commissioner Cotten and area Shellfish Biologist Jan Rumble, Governor Walker, Trident Seafoods, and especially Representative Louise Stutes. Special thanks to Makena O'Toole, Trident Seafoods, and SilverBay Seafoods for donating crab, Tommy Sheridan for donating Diane Ujioka cakes for dessert including her signature "crab cake" and to the Reluctant Fisherman for all the prep work, food donations, and beautiful venue for the event by Greg Meyer and chef Lance Webb.

City Manager Lanning and City Council encourage participation and feedback for the strategic planning update work in April.

I encourage Cordova businesses to participate in the economic development summit hosted by the Cordova Chamber of Commerce April 19th, and to put the Cordova clean up on your calendar for April 29th, also organized by the Cordova Chamber of Commerce.

Have a safe, happy Easter weekend, and remember to attend the Cordova Telephone Cooperative annual meeting this evening, Friday March 30th, if you are a member.

Respectfully,

Mayor Clay



TRIDENT SEAFOODS CORPORATION

NORTH PLANT
301 Jim Poor Avenue ♦ P.O. Box 1040 ♦
Cordova, AK 99574
Phone: (907) 424-7111 ♦ Fax: (907) 424-5273

SOUTH PLANT
545 Railroad Avenue ♦ P.O. Box 260 ♦
Cordova, AK 99574
Phone: (907) 424-5360 ♦ Fax: (907) 424-5395

March 13, 2018

City of Cordova,

City Manager-Alan Lanning; Honorable Clay Koplin, Mayor; Cordova City Council

RE: The proposed sale of ASLS 2001-5 to the *Prince William Sound Science Center*
Trident Seafoods encourages the City Council to approve the sale of the Shelter Cove property to the Prince William Sound Science Center for the expansion of their facility and programs.

Trident Seafoods is committed to maintaining our sustainable fisheries and to the continued development of our community capacity to support the research needed for long term management. Research projects that provide information on our ever changing environment can provide valuable information for maintaining the systems that support our fisheries over the long term. Our business model is based on the long-term resilience of the environment that fish need.

In addition to their research programs the Science Center provides valuable education programs, both in and after school. Creating interest in natural sciences is important, our kids are the next generation of fishermen, resource managers, fisheries marketers and processors.

We actively support the efforts of the Science Center. Since 2010 Trident Seafoods has contributed over \$50,000 through our sponsorships and contributions. In addition, we contribute seafood for their annual auctions and fundraising efforts. We are proud to be one of their sponsors.

The Science Center is an asset to our community and we are hopeful that the City of Cordova will make the land available for their continued efforts in our community, the region and the world beyond.

Sincerely,

Leo Vargas
Trident Seafoods
Cordova North Plant manager

Alaska



Washington

Akutan • Anchorage • Chignik • Clarks Point • Cordova • Dillingham • Dutch Harbor
Ketchikan • Kodiak • Naknek • Petersburg • Sand Point • South Naknek • St. Paul
Molloy, MN • Newport, OR

Anacortes • Bellingham • Everett
Tacoma • Seattle

Native Village of Eyak
110 Nicholoff Way
P.O. Box 1388
Cordova, Alaska 99574-1388
P (907) 424-7738 * F (907) 424-7739
www.eyak-usn.gov



10,000 years in our Traditional Homeland, Prince William Sound, the Copper River Delta, and the Gulf of Alaska

March 14, 2018

Mayor Clay Koplin
P.O. Box 1210
Cordova, AK 99574

Dear Mayor Koplin:

It is my understanding that the Prince William Sound Science Center seeks to acquire the City owned lot adjacent to the burn pile.

The Science Center has been a part of Cordova for the last 27 years. It has provided research, educational opportunities, and other environmentally sensitive projects over this time period.

It has been a partner to Cordova's overall economy and continues to have a significant impact on Cordova's long-term outlook.

The Native Village of Eyak supports this acquisition if the recreational use opportunities of the area remain the same.

Sincerely,

A handwritten signature in cursive script that reads "Darrel Olsen".

Darrel Olsen
Native Village of Eyak
Tribal Council Chairman



AGENDA ITEM 14
City Council Meeting Date: 4/4/18
CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff
DATE: 3/28/18
ITEM: Ordinance 1168
NEXT STEP: Approve Ordinance

☒ ORDINANCE
☐ MOTION

☐ RESOLUTION
☐ INFORMATION

- I. REQUEST OR ISSUE:** Review development proposal, purchase agreement and quitclaim deed and vote on disposal of ASLS 2001-5.
- II. RECOMMENDED ACTION / NEXT STEP:** Approve ordinance. Suggested motion is “I move to approve Ordinance 1168.”
- III. FISCAL IMPACTS:** Potential economic diversity, increased jobs, sales tax and property tax
- IV. BACKGROUND INFORMATION:**

11/27/17 - At the Planning Commission Special Meeting, the commission made ASLS 2001-5 available and recommended City Council negotiate directly with the Prince William Sound Science Center:

Resolution 17-03

A resolution of the Planning Commission of the City of Cordova, Alaska, recommending to the City Council of the City of Cordova, Alaska that ASLS 2001-5 be updated to ‘Available’ on the 2017 Land Disposal Maps

M/Roemhildt S/Baenen to approve Resolution 17-03.

Roemhildt said that he made no findings against passing the resolution. **Baenen** said that he was in favor of the resolution and thought that there would be some opportunities for the city

and Science Center to maintain some of the existing recreational opportunities. **Hoffman** said that the Copper River Watershed Project was acquiring four large tracts of land behind ASLS 2001-5. The Science Center and the Watershed Project have been thinking of various collaborative ideas for the area.

Hoffman said that the two major concerns with the Science Center being located in the area was the proximity to the fish cleaning station and the Parks and Rec facilities. They are currently adjacent to fish processing businesses and it has never been prohibitive to anyone's operations. The proximity to deep water gives them the potential for running seawater for research and a seawater heat pump.

Bolin said the location was great. He said that the burnpile might be a conflict for the area. He said there was also a city-owned quarry behind the burnpile. **McGann** verified that the city would still retain the quarry and there would be plenty of room to access and use it in the future if the disposal moved forward.

Upon voice vote, resolution passed 5-0.

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

Absent: **Holter**

COI: **Pegau**

M/**Bird** S/**Baenen** to recommend to City Council to dispose of ASLS 2001-5 as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with Prince William Sound Science Center to lease or purchase the property.

Bird said she thought it was important that they move this on. She hopes City Council will agree that time is of the essence, so they can vacate the current building and build the new one. **Roemhildt** agreed that he wanted to minimize the loss of Parks and Recreation land and uses.

Upon voice vote, motion passed 5-0.

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

Absent: **Holter**

COI: **Pegau**

12/6/17 – At the City Council Regular Meeting, the council made ASLS 2001-5 available and directed the City Manager to negotiate directly with the Prince William Sound Science Center:

38. Council action to make ASLS 2001-5 'available' on the land disposal maps

M/**Allison** S/**Burton** to make ASLS 2001-5 available on the 2017 land disposal maps.

Allison said he has always supported the Science Center – they've been looking for a long time and this seems like a decent spot for them, works well with surrounding neighbors – he appreciates the recommendations of P & R and P & Z, he is in favor. **Wiese** agrees and fully supports the PWSSC.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved

Council action on disposal and method of disposal of ASLS 2001-5

M/Allison S/Burton to direct the City Manager to dispose of ASLS 2001-5 as outlined in Cordova Municipal Code 5.22.060 B 1. By negotiating and agreement with the PWSSC to lease or purchase the property.

Allison reiterated that this is good for the PWSSC, he supports this. Others may be upset that we didn't put it out for proposals, but time is of the essence and someone else could have initiated this process if they had been interested in this piece.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved

Other information:

The fair market value of the lot is \$78,000.

The city was deeded this property from the state in 2007. One of the restrictions on the deed is that the property must be used for public purposes. Both the state and the city attorney agree that the Science Center meets this restriction.

V. LEGAL ISSUES: None currently

VII. SUMMARY AND ALTERNATIVES:

**CITY OF CORDOVA
ORDINANCE 1168**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE SALE AND CONVEYANCE OF A.S.L.S. 2001-5 ACCORDING TO
THE PLAT NUMBER 2006-9 TO THE PRINCE WILLIAM SOUND SCIENCE AND
TECHNOLOGY INSTITUTE, FOR \$50,000**

WHEREAS, pursuant to CMC 5.22.040, the Planning Commission made a recommendation to City Council and City Council directed the City Manager to directly negotiate with the Prince William Sound Science and Technology Institute to purchase A.S.L.S. 2001-5 (the "Property"); and

WHEREAS, the Prince William Sound Science and Technology Institute is a nonprofit organization; and

WHEREAS, the Council finds that pursuant to CMC 5.22.070(A), the Property may be disposed of at less than fair market value; and

WHEREAS, the purchase price of \$50,000 is less than the fair market value of the Property; and

WHEREAS, purchasing the property at less than fair market will enable the Prince William Sound Science and Technology Institute to grow and provide future economic contributions and diversity to the City of Cordova; and

WHEREAS, City Council finds that selling the property to the Prince William Sound Science and Technology Institute as authorized herein is in the best interest of the City; and

WHEREAS, there have been presented at this meeting a Development Plan, Purchase and Sale Agreement, and a Quitclaim Deed that are all to be executed in connection with the disposal of the Property by the City, and it appears that such documents are in appropriate form and are appropriate instruments for the purposes intended; and

WHEREAS, the draft Purchase and Sale Agreement and Quitclaim Deed are attached hereto.

BE IT ORDAINED by the City Council of the City of Cordova, that:

Section 1. The City Manager is authorized and directed to convey the Property to Prince William Sound Science and Technology Institute in accordance with the terms in the Purchase and Sale Agreement. The form and content of the Purchase and Sale Agreement, and Quitclaim Deed now before this meeting hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as 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 documents as executed.

Section 2. The disposal of the Property authorized by this ordinance is subject to the requirements of City Charter Section 5-17; therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

1st reading: March 21, 2018,

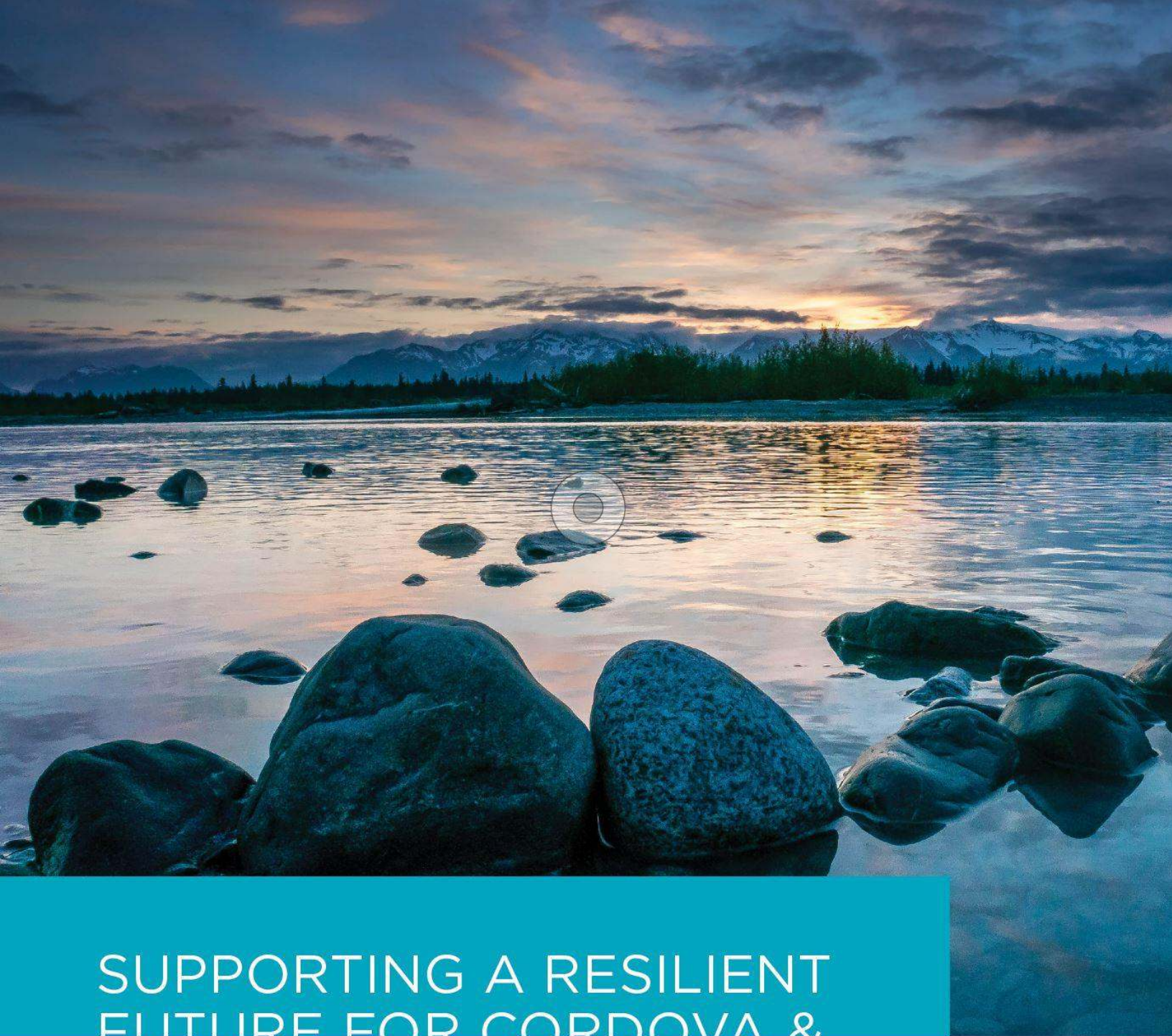
2nd reading and public hearing: April 4, 2018

PASSED AND APPROVED THIS 4th DAY OF APRIL, 2018.

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



SUPPORTING A RESILIENT FUTURE FOR CORDOVA & PRINCE WILLIAM SOUND

**A PROPOSAL FOR PURCHASE OF ASLS-2001-5
BY THE PRINCE WILLIAM SOUND
SCIENCE & TECHNOLOGY INSTITUTE**



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Appendix A: Memorandum of Understanding between City of Cordova, Prince William Sound Science and Technology Institute, and Copper River Watershed Project

Appendix B: Purchase Agreement

Executive Summary

Economic Impact

The Prince William Sound Science and Technology Institute (PWSSTI, comprised of the Prince William Sound Science Center and Oil Spill Recovery Institute) exists to advance community resilience and the understanding and sustainable use of ecosystems. Between 1989 and 2016, the Institute had \$90 million in expenditures, with 28% of those expenditures occurring in the five years between 2012-2016. These expenditures have resulted in an estimated impact of \$50.5 million dollars to the local economy since inception; our contribution to the state economy is estimated to be \$106.2 million.¹ These values include salaries for PWSSTI employees as well as wages paid to contractors. Although not required, PWSSTI has historically paid sales tax on all local purchases and property tax on properties that they lease, and those numbers are incorporated into these totals.

Current Staff / Space

Today, the Institute typically supports between 17-20 year-round employees and occupies over 14,572 sq. ft. of distributed administrative, research, storage, bunkhouse, and campground facilities in Cordova. Our annual budget ranges between \$3.5 million and \$7 million, much of which comes from outside Cordova. Due to the engagement and hiring of seasonal field technicians, educators, and interns, the actual number of people working for the Institute in any given calendar year regularly exceeds 50 individuals. This includes winter employment for various technicians and contractors locally, as well as contracts for vessels both within and outside of the typical fishing season. PWSSTI employees are heavily involved in a variety of service and volunteer roles in the community, a side benefit whose value must not be underestimated.

Future Staff / Space

After completion of a new campus in approximately four years, the Institute expects to grow to support closer to 40 year-round employees on a condensed, unified campus with approximately 25,000 sq. ft. of facilities, with the number of seasonal staff swelling above that baseline. For each additional million dollars of output above 2016 levels, an estimated 7.5 jobs will be created in Prince William Sound and 10.9 jobs will be created in total within the State of Alaska. This would mean that by 2026, if the annual growth rate in expenditures is 4.5% (matching the average growth rate in real dollars from 2007-2016), spending by PWSSC would create approximately 20 and 29 new jobs, at the local and state level, respectively. Construction of a bunkhouse/dormitory facility to accommodate educational groups would bring in many additional students and visitors. As history has demonstrated, the Institute attracts individuals who become valuable community members that remain in Cordova, as well as repeat visitors.

¹ Results from a 2018 study quantifying the economic benefits of the PWSSTI using U.S. Bureau of Economic Analysis input-output models and industry-specific multipliers. The statewide benefit is inclusive of the local benefit value.

Project Timeline

2017: Pre-development; planning, fundraising preparation
2018: Secure new location; design; planning; begin formal capital campaign
2019: Capital campaign, continues; finalize planning, design, permits
2020: Begin construction; ongoing program & capital fundraising
2021: Finalize construction & fundraising; move into new location by EOY

Development Costs

If built in 2019, our facilities consultants estimate new facilities costs to be around \$14.1 million, not including site-specific development costs such as roads, parking, utilities, site acquisition, and site preparation. Rate of cost escalation is expected to be 2.5-3% per year.

Intent

It is PWSSTI's intention to continue to grow our role as a significant contributor to the resilience of the region by continuing to contribute to the knowledge base, education community, and culture of Cordova, the region, and beyond for the next 50-100 years. We look forward to partnering with the city to bring this vision to reality.

General Overview

The Prince William Sound Science & Technology Institute (aka “the Institute,” which is comprised of the Prince William Sound Science Center and Oil Spill Recovery Institute) is a place-based, nonprofit community benefit organization. The Institute was founded by commercial fishermen, researchers, educators, and community leaders who recognized the region’s dependency on renewable natural resources and who sought ways to help maintain system resiliency. ***In its first 29 years, the organization has generated more than \$90 million in direct expenditures.***

The Institute is a year-round employer of 17-20 professional staff, employing well over 50 individuals annually including temporary and seasonal hires, interns, and vessel operators, with an annual budget ranging from \$3.5 million to \$7 million. We are among Cordova’s top-five non-government employers in the winter months, providing diverse opportunities for the Cordova workforce. Our staff is civically engaged, annually committing hundreds of hours of volunteer time locally. Many children of staff members attend public schools. We have outgrown our current facilities and seek to develop a new campus to support the research, education, work opportunities, commercial industries, culture, and sustainability of our globally-important region.

We share what we learn; education, outreach, and community engagement continue to be a top priority. Throughout our history, our educators have provided science classes at no cost to the Cordova City School District. We have coached Cordova High School teams competing in the National Ocean Sciences Bowl and run dozens of summer camps. Our Community Engagement programs, such as Tuesday Night Talks, serve hundreds of residents and offer opportunities for many organizations and individuals to share their knowledge.

Since 1989, PWSSTI has invested over \$1 million in improvements to the city-owned properties that we occupy. The value and utility of these improvements will be retained by the City of Cordova. We also contributed over \$9,000 in engineering services for the breakwater fill project, the entire benefit of which is possessed by the City of Cordova. After PWSSTI completes and moves into new facilities, the improved building we currently occupy will return to the City of Cordova. ***Even though we are a tax-exempt organization, since 1989 the Institute has voluntarily paid all property and sales taxes and has contributed seed money to help develop various regional projects, including the Cordova Center, to support our community.***

History of Project / How New Campus Will Be Used

The Prince William Sound Science and Technology Institute's future relevance depends on its ability to expand and provide capacity and services for new and evolving programs. We are driven to continue pursuing our vision of communities that maintain socioeconomic resilience among healthy ecosystems.

Built in 1961 on a dock at the entrance to the Cordova, Alaska harbor, our current building has been a fish processing plant, marine repair shop, ice house, and since 1989, home to the Prince William Sound Science & Technology Institute (PWSSTI). Despite our investment of more than \$1 million in improvements, space limitations in our current city-owned facility prevent us from growing. Our laboratory is inadequate to support our research needs, and our equipment is housed in various rented facilities, leading to maintenance, cost, and time inefficiencies. Our existing facilities limit our competitiveness for national research grants, employee recruitment and retention, collaborations across the region and state (and beyond), and education-related summer camp attendance.

Expanded infrastructure will support our broader efforts to be an interface between researchers, communities, resource managers, students, and educators near and far. We are positioned to provide world-class support for these and other expanding efforts in the world's richest waters: an area with over 6,000 miles of coastline and 33,000 sq. miles of terrestrial and marine environments. A new campus is required for our business to evolve.

By supporting our capital infrastructure needs with the sale of ASLS 2001-5 to the Institute, the City of Cordova will enable us to bring more full-time and visiting researchers, students, educators, and dollars to Cordova. This is good for the region's economic health and tax base, and it is a critical step in advancing the understanding of the coastal ecosystems and natural resources that drive our economy and culture. The sale will leverage future research dollars from industry and federal agencies and it will allow for expansion of education programs to inspire more young people toward careers in science, technology, and engineering. Furthermore, the construction phase of PWSSTI's expansion will have an inestimable impact on the economy, generating many jobs and subcontracts locally.

Today, the Institute has over 25 active concurrent research and education projects spanning subjects from fisheries population estimates to climate change, avian influenza, oil spill recovery, long-term monitoring of ecosystems and species, and more. While these projects are supported by grant funds, the volume and nature of work conducted requires substantial support infrastructure. Growing this infrastructure is critical if Cordova is to manage, sustain, and appreciate our region's extensive marine and terrestrial resources; this is knowledge that informs the future management of Alaskan and global ecosystems. The campus represents one of Cordova's greatest economic diversification opportunities; expanding our physical capacity will allow us to increase the number of projects in which we engage, as well as the number of staff who implement them.

Past / Current Economic Impact

Overview

In a 2018 study by Dr. Sarah Kruse, an economist familiar with our region who has specialized experience evaluating global commercial fisheries and economic development, determined that the Institute has (since 1989) contributed at least \$50.5 million dollars to our local economy, while its contribution to the state economy is over \$106.2 million.²

Detail

For the five years from 2012–2016, the Institute had just over \$25.6 million in expenditures, with 43.9% and 25.9% of those expenditures occurring at the local and state levels, respectively (see Table 1, below). In total, almost 70%, or \$17.9 million, of the Institute’s expenditures during this timeframe supported the local or state economy:

Table 1: PWSSTI total expenditures (2012—2016)

Area	Expenditures	% of Total
PWS	\$ 11,235,600	43.9%
Alaska - Outside PWS	\$ 6,644,900	25.9%
Outside Alaska	\$ 7,734,800	30.2%
Total	\$ 25,615,300	—

Since its inception in 1989, the Institute had cumulative expenditures (through 2016) of ~\$90.0 million, with an estimated 42.8% being local, and 25.4% of those expenditures occurring at the state level, respectively (see Table 2). In total, almost 70%, or \$61.4 million, of the Institute’s expenditures during this time frame supported the local or state economy.

Table 2: PWSSTI estimated expenditures (1989—2016)

Area	Expenditures	% of Total
PWS	\$ 38,556,600	42.8%
Alaska - Outside PWS	\$ 22,842,100	25.4%
Outside Alaska	\$ 28,594,900	31.8%
Total	\$ 89,993,600	—

The Institute has had a major impact on the local Cordova community and Prince William Sound since its inception in 1989. However, the economic impacts of both for-profit and non-profit organizations extend beyond their direct effects on the local, regional, or state economy. These additional benefits are called *multiplier effects*. A multiplier of 1.7 means that for each \$1.00 increase in spending, there is a corresponding \$0.70 increase in demands for goods and services in the local area. The multiplier effect is a way of assessing

² Results from a 2018 study quantifying the economic benefits of PWSSTI using U.S. Bureau of Economic Analysis input-output models and industry-specific multipliers.

how change in one industry (e.g. PWSSTI's research and education programs) affect all industries in the study area. The secondary effects of spending should not be overlooked. Secondary effects are a combination of both indirect and induced effects. Indirect effects can be considered the changes in sales, income, and jobs in sectors that support the PWSSTI and staff. Induced effects are the increased sales in the region due to household spending of income earned by PWSSTI employees. All in all, secondary effects contribute strongly to the economic robustness of the community in which PWSSTI is situated.

In summary, the multiplier effect can occur three ways:

- Increased direct spending — the change in spending by the specific industry — say PWSSTI (e.g., higher annual revenues/spending) or commercial fishing (e.g., higher commercial fishing revenues); or
- Indirect impacts - the purchase of supplies and services to support PWSSTI (e.g., payment for utilities, hiring charter vessels, securing professional services) or the fishing industry (e.g., purchase of a new net or payment for boat maintenance); or
- Induced impacts - personal spending by PWSSTI employees (e.g., purchase of groceries, payment of utilities, rent, dining out, etc.) or fishermen (e.g. purchase of hardware, welding services, engine and impeller repair service, use of accountants, etc.)

Table 3 (below) summarizes direct, indirect and induced (calculated using federally established multipliers) and estimated total impacts of PWSSTI expenditures at both the local and state levels. The estimated total impact of the Institute on the local economy from five-year 2012-2016 period totals almost \$15 million dollars, while its additional contribution to the state economy is over \$30 million for the same time period.

Table 3: Estimated total economic impact of PWSSTI (2012—2016, with multiplier)

Economy	Final Demand Multiplier	\$ Millions		
		Direct Impact	Indirect/ Induced Impact	Total Impact
PWS	1.3085	\$ 11.24	\$ 3.47	\$ 14.70
Alaska	1.7283	\$ 17.88	\$ 13.02	\$ 30.90

Similarly, Table 4 summarizes estimated local and state spending for the organization since inception in 1989 (both direct and including the multiplier effect), and the estimated total impact of these expenditures. The estimated total impact of the Institute on the local economy since 1989 is over \$50 million dollars, while its contribution to the state economy is \$106 million.

Table 4: Estimated total economic impact of PWSSTI (1989—2016, with multiplier)

Economy	Final Demand Multiplier	\$ Millions		
		Direct Impact	Indirect/ Induced Impact	Total Impact
PWS	1.3085	\$ 38.56	\$ 11.89	\$ 50.45
Alaska	1.7283	\$ 61.40	\$ 44.72	\$ 106.12

Past/Current Impact Summary

Since 1989, the Institute has generated \$90.0 million in expenditures — with \$38.5 million dollars directly contributed to Cordova and the Prince William Sound economy and a total of \$61.4 million dollars directly supporting the state economy. These direct contributions have generated substantial additional benefits at both the local and state level — approximately \$11.9 million at the local level and \$44.7 million at the state level. ***The estimated total impact of the Institute on the local economy (with multipliers) since 1989 totals \$50.5 million dollars, while its contribution to the Alaska economy is over \$106.2 million.***

Future Economic Impact

We expect the expansion of the Institute to have a significant positive impact on Cordova's economic, research, and cultural growth. Today, the Institute supports 17-20 employees year-round and another couple dozen seasonal and contract staff, spread across 14,572 sq. ft. of separate administrative, research, storage and other facilities in Cordova. After the completion of the new campus within four to five years, we will be capable of supporting 40 year-round employees on a unified campus of nearly 25,000 sq. ft. of facilities — more than doubling our contribution to Cordova, Prince William Sound, and the state economy.

The new facilities will contain bunkhouse and dormitory beds for visiting researchers, scholars, and education program attendees, addressing a critical housing need in Cordova and driving increased visitors to our region. PWSSTI's bunkhouse facilities will allow PWSSTI to house seasonal employees as well as the visiting scientists and students and not impact housing availability in the community of Cordova, which can be limited, especially in summer. New facilities will also provide sufficient space to accommodate the repair, maintenance, fabrication, and storage of equipment such as seasonally deployed instruments, moorings & buoys, onsite vessel repair, and maintenance.

Table 5. Estimated economic output for 2026 and 2017–26 (10 years) based on an assumed annual growth rate in expenditures of 4.5% (this was the average growth rate (using real dollars) for the last 10 years (i.e., 2007–16). Results are presented in real dollars.

2026		\$ Millions (Constant Dollars)		
Economy	Final Demand Multiplier	Direct Impact	Indirect/Induced Impact	Total Impact
PWS	1.3085	\$ 3.27	\$ 1.01	\$ 4.27
Alaska	1.7283	\$ 5.20	\$ 3.79	\$ 8.98

2017–2026		\$ Millions (Constant Dollars)		
Economy	Final Demand Multiplier	Direct Impact	Indirect/Induced Impact	Total Impact
PWS	1.3085	\$ 27.05	\$ 8.34	\$ 35.39
Alaska	1.7283	\$ 43.04	\$ 31.35	\$ 74.39

2026		
Area	Expenditures	% of Total
PWS	\$ 3,266,200	43.2%
Alaska - Outside PWS	\$ 1,931,700	25.6%
Outside Alaska	\$ 2,361,900	31.2%
Total	\$ 7,559,800	—

2017–2026		
Area	Expenditures	% of Total
PWS	\$ 27,046,100	43.2%
Alaska - Outside PWS	\$ 15,995,500	25.6%
Outside Alaska	\$ 19,557,600	31.2%
Total	\$ 62,599,200	—

For each additional million dollars of output, an estimated 7.5 jobs will be created in Prince William Sound and 10.9 jobs will be created in the State of Alaska. This would mean that by 2026, spending by PWSSC would create approximately 20 and 29 new jobs, at the local and state level, respectively.

Partnerships + Community Contribution

PWSSTI staff add value to the community by participating on boards and commissions, serving as members of the local fire hall, teaching youth sports, and volunteering across a broad swath of community organizations, festivals, and events. PWSSTI educators have, for years, provided free educational programming to youth in elementary, middle, and secondary school. Many children of PWSSTI staff have been enrolled in the local school district, as well. Thousands of Cordova's youth have learned about the salmon life cycle, learned the names of different types of fishing vessels, and had their first outdoor education or camping experience thanks to PWSSTI. Some of these students have even gone on to become scientists; they all grow up to be community members who can value and make information-based decisions.

PWSSTI also attracts researchers and students from elsewhere who bring in outside dollars to study the incredible ecosystems of our region and pursue their diverse academic disciplines through our work. Some of these students become communications professionals. Others, such as our tidal power intern in 2017, go on to present the results of their work at international meetings of scientists and engineers. Some of those individuals eventually make their home in Cordova. At this time, select former PWSSTI staff who continue to live in Cordova have livelihoods as commercial fishermen, charter vessel operators, non-profit employees, school administrators, and more. The Institute has partnered and collaborated with over 50 non-profit, government, philanthropic, and academic institutions to advance our mission. These collaborations and partnerships are local, regional, national, and international in nature, and ensure that the Institute conducts its research and education programs in the context of a larger network of science and education.

At the local level, Eyak Corporation has expressed an interest in co-locating their Cordova offices at our new location, as have other organizations. The intended effect of this co-location is to facilitate the sharing of local knowledge between and among organizations; this will drive new collaborations and outcomes that generate true community benefit.

The proposed new campus borders land currently being acquired by the Copper River Watershed Project (CRWP). We collaborate on education and research programs with CRWP and anticipate additional future collaborations and shared programs. The location of ASLS-2001-5 is already situated where we offer outdoor education programming on topics like salmon life history. ASLS-2001-5 provides easy access to ocean, freshwater streams, wetlands, uplands, lagoons, tidepools, and more. The education district that will be possible thanks to the adjacency of PWSSTI and CRWP properties will transform the lives of some of our program participants, inspiring wonder and instigating new careers.

Addressing our own growing research and education programs, we continue to recruit formal collaborative partners such as the U.S. Forest Service, the University of Alaska, the Alaska Department of Fish and Game, NOAA, and NASA, as well as other colleges and universities throughout the U.S. and beyond. Ensuring sufficient office, laboratory, and

storage space is the best opportunity to recruit additional formal partners to Cordova; it offers them space they can count on for laboratory, field and graduate student support.

Finally, to meet our expansion and partnership goals, a wet lab is critical. The new facility should be located in an area that provides access to running seawater of sufficient depth to obviate tidal, water quality, and temperature concerns. ASLS-2001-5 is adjacent to marine parcels that can meet these needs. This has the potential to confer significant operations and maintenance cost savings as it could enable installation of a seawater heat pump, thus increasing our reliance on locally available resources for heating infrastructure.

Project Timeframes / Development Costs / Key Milestones

Our anticipated project timeline is as follows:

2017: Pre-development; planning; fundraising preparation
2018: Secure new location; design; planning; begin formal capital campaign
2019: Capital campaign, cont.; finalize planning, design, permits; begin construction
2020: Construction continues; ongoing program / capital fundraising
2021: Finalize construction & fundraising; move into new location by EOY

The Institute will embark on a capital campaign to raise sufficient funds to complete the project. Each month that our future location remains undetermined is a month of lost opportunity for fundraising for facilities that support economic development and our mission in Cordova.

The lease we are operating under at our current location expires in December 2021. Raising millions of dollars takes time. For the Institute to be successful, we need the support of City Council around site acquisition, site plans, community support, and the timeline around which our successful effort will occur. At this point, the most critical step to advance this development project is acquisition of land. Once we complete the land acquisition step, progress on other pieces will accelerate.

Development Costs

If built in 2019, our project management consultants estimate the total project cost to be around \$14.1 million, not including site-specific assessment, preparation, and development, which could easily exceed \$1 million. However, site-specific development costs, such as roads, parking, utilities, site acquisition, and similar expenses cannot be included in this cost estimate until the actual site is secured. The rate of cost escalation is expected to be 2.5-3% annually between now and 2020, so the bottom line costs will need to be increased by 2.5-3% each year following 2019 to represent contemporary pricing.

Estimated costs are as follows:

Administration / Research / Education Building (forecast)

Construction Cost:	\$9,048,523
Design Fee:	\$1,085,822 (12%)
Legal Fees:	\$3,000
Building Permits:	\$16,000
Furniture/Fixtures/Equipment:	\$271,455 (3%)
Special Inspections:	\$19,000
Utility Connections:	\$1,500 (5 x \$300)
Total:	\$10,716,755

Dormitory Building (forecast)

Construction Cost:	\$1,500,000
Design Fee:	\$150,000 (10%)
Project Management Fee:	\$45,000 (3%)
Legal Fees:	\$3,500
Building Permits:	\$7,000
Furniture/Fixtures/Equipment:	\$120,000 (8%)
Special Inspections:	\$8,000
Utility Connections:	\$1,500 (5 x \$300)
Total:	\$1,835,000

Warehouse Building (forecast)

Construction Cost:	\$1,364,867
Design Fee:	\$109,189 (8%)
Project Management Fee:	\$40,946 (3%)
Legal Fees:	\$2,000
Building Permits:	\$9,000
Furniture/Fixtures/Equipment:	\$27,297 (2%)
Special Inspections:	\$8,000
Utility Connections:	\$1,500 (5 x \$300)
Total:	\$1,562,799

Detail: Administrative / Research / Education Building

The administrative/research/education building is expected to be a two-story 15,300 sq. ft. structure. The structure is expected to be a “cannery chic” combination of steel and wood with concrete sub floors. The building is expected to be classified by the International Building Code as a “Mixed Use” structure, including the labs. The building will be fully protected with a fire suppression (sprinkler) system and fire/smoke detection. Heat will be provided by boiler fired hydronic baseboards and possibly in floor piping. Ventilation will be provided by variable air volume (VAV) units that will be spaced throughout the structure as needed. The building and spaces within will be high quality commercial construction and furnishings. The project cost for this building is expected to be approximately \$10,716,755, which equates to \$700.00/sq. ft.

Detail: Warehouse

The warehouse building is expected to be a 6,000 sq. ft. steel warehouse with a slab on grade, plywood interior wall finishes and insulated metal panel siding and roofing. The building will include approximately 2,000 sq. ft. of covered storage and will be internally arranged into several areas, most of which will be storage. One of the specialty spaces will be an electronics shop; another will be a wet cleaning/testing area. The shops and support spaces will be separated and insulated from the storage space. The building will be protected with a fire suppression system. The project cost for the warehouse building is expected to be \$1,562,799, or \$260/sq. ft.

Detail: Housing

A single housing building is expected to include apartment-style areas and a dormitory. Bedrooms are to be shared by 2-4 individuals; the facility will include a commercial kitchen and a laundry room. The building is expected to be approximately 6,000 sq. ft. between two stories. The building will be protected with a fire protection system and fire/smoke alarms. The housing building is expected to have a project cost of \$1,835,000, or \$305 sq. ft.

Conclusion

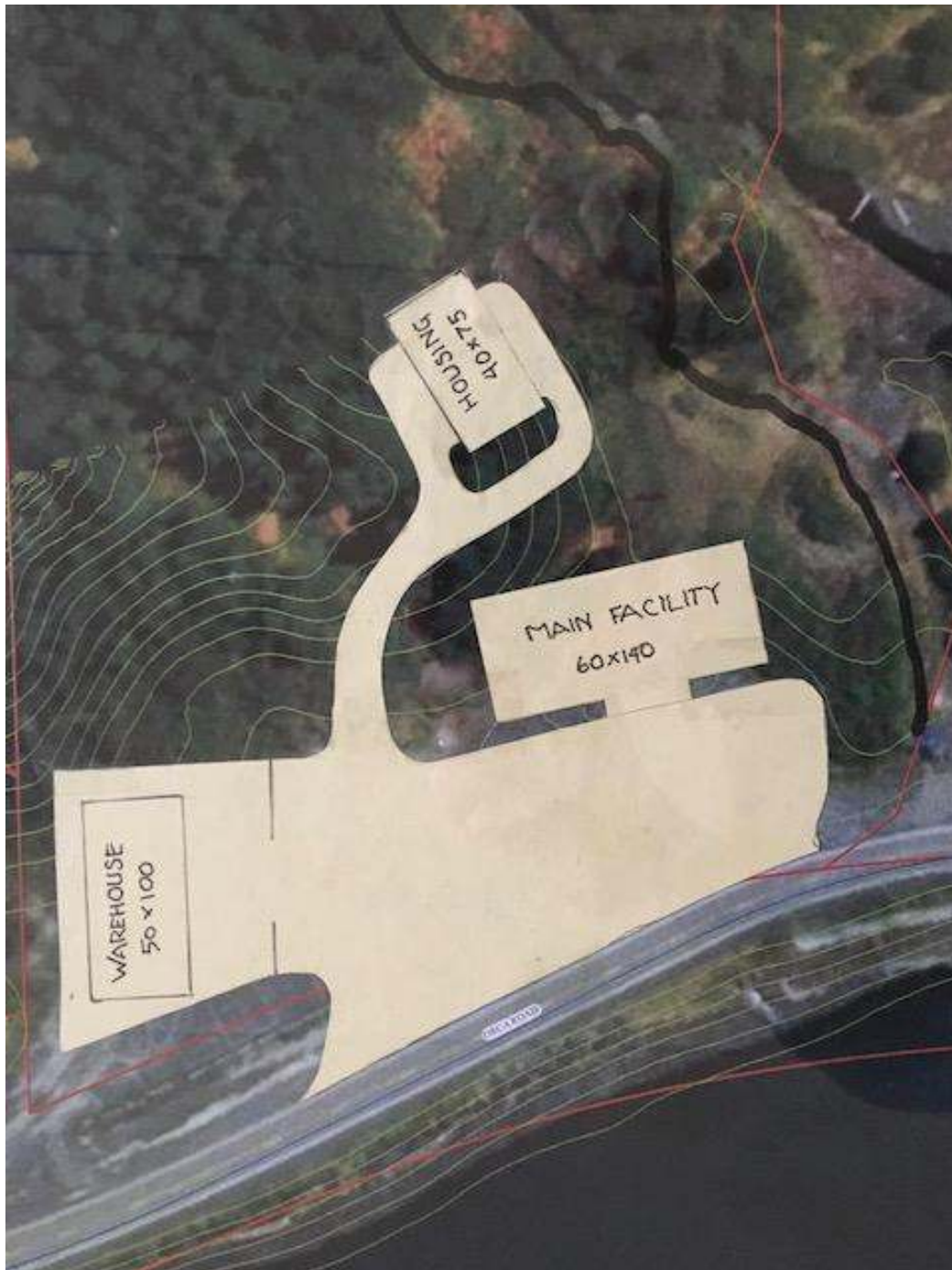
The expansion goals for the Institute are to:

- Keep the Institute in Cordova.
- Expand research and education programming relevant to Prince William Sound, the Copper River watershed, the northern Gulf of Alaska, and Arctic and sub-Arctic ecosystems.
- Remain on or adjacent to the marine waterfront, as essential to efficient water-dependent and water-related operations.
- Substantially increase our office, laboratory, education, and storage space.
- Expand our interactive education and outreach efforts.
- Develop visiting scientist, graduate student and post-doctoral fellow housing and office space.
- Secure adequate yard storage and warehousing to support expanded research programs.
- Have facilities that allow us to develop both flexible and lasting partnerships and collaborations with external research and education agencies and organizations.
- Education programming and traineeships that improve Cordova's economy and further enhance the community by increasing employment opportunities through direct hires and marine science and technology workforce development.
- Provide public areas with educational signage as part of site development.

The City of Cordova has recognized the Institute's importance to the community's economy and educational institutions since our inception in 1989. Since then, Cordova and the region have recognized the monetary contribution we've made to the community, including the >\$1 million we have invested in our existing facilities, as well as taxes paid and educational programming provided for K-gray audiences. It is PWSSTI's intention to be a significant contributor to the research, knowledge, and culture of Cordova and our region for the next 50-100 years. We look forward to working closely with the City of Cordova to bring this vision to reality.

Proposed Site Plan

The site plan shows conceptual placement of facilities on ASLS-2001-5. The black line defines an existing footpath; stream location is also visible. PWSSTI, the City of Cordova, and the Copper River Watershed project have an agreement to collaboratively master plan to ensure recreational needs are met in the community. The ultimate site plan will reflect those discussions accordingly, and will also reflect the results of geotechnical and other evaluations.





Appendix A

Memorandum of Understanding between City of
Cordova, Prince William Sound Science and Technology
Institute, and Copper River Watershed Project

Memorandum of Understanding

Parties to MOU:

Prince William Sound Science and Technology Institute, dba Prince William Sound Science Center
City of Cordova
Copper River Watershed Project

March 2018

Re: Development Planning for ASLS-2001-5

The Prince William Sound Science and Technology Institute (PWSSTI, aka Prince William Sound Science Center) is applying to purchase ASLS-2001-5 from the City of Cordova to develop a campus that can support the expansion of the Institute's infrastructure and programs.

A portion of ASLS-2001-5 is managed by the City of Cordova and has been used seasonally for tent camping and RV parking. The tent platforms were developed in partnership with the Copper River Watershed Project (CRWP). The CRWP is slated to receive title to adjacent properties (the Stern property) for conservation and recreation use. Other State of Alaska, City of Cordova, and private properties are in the general area but are not affected by this Memorandum of Understanding.

Time is of the essence, as fundraising for the comprehensive planning and development of the PWSSTI campus cannot progress until title to the property is obtained. PWSSTI, City of Cordova, and CRWP intend to partner to ensure that recreational services continue to be provided throughout the community. Further, the three aforementioned parties will develop a plan to ensure that the CRWP will have access to the Stern Property to fully realize the potential for recreation and educational use there. Master planning for complementary recreation elements involving these three parties will take time and funding. Collaboration and planning efforts between the three parties will be fully possible after PWSSTI and CRWP receive title to the respective parcels that both organizations are in the process of acquiring.

After conveyance of ASLS-2001-5 to PWSSTI, the City of Cordova, CRWP, and PWSSTI hereby agree to collaborate to develop a master land use plan that addresses all three organizations' needs. To assure that the intent of this Memorandum of Understanding is met, it is recognized that the City of Cordova is the governmental body that approves development and construction permits. This authority assures that all parties' needs will be met prior to commencement of PWSSTI development of ASLS-2001-5.

Prince William Sound Science and Technology Institute

Date

Copper River Watershed Project

Date

City of Cordova

Date

Appendix B

Purchase Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of _____, 2018 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller"), whose address is P. O. Box 1210, Cordova, Alaska 99574, and Prince William Sound Science and Technology Institute, an Alaska nonprofit corporation ("Purchaser"), whose address is P. O. Box 705, Cordova, Alaska 99574.

WHEREAS, Seller is the owner of real property located in the City of Cordova, Alaska, more particularly described as Alaska State Land Survey No. 2001-5, according to plat number 2006-9, located in the Cordova Recording District, Third Judicial District, State of Alaska (referred to as "the Property"); and

WHEREAS, Purchaser desires to purchase the Property to build a campus to house the Prince William Sound Science and Technology Institute on the Property; and

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

WHEREAS, purchasing the Property for less than its fair market value will enable the Prince William Sound Science and Technology Institute to grow and provide future economic contributions and diversity to the City of Cordova; and

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

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

1. Purchase and Sale. Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in Alaska State Land Survey No. 2001-5, according to plat number 2006-9, located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described and diagrammed in Exhibit A attached hereto and incorporated herein by this reference, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").

2. The Purchase Price. The purchase price for the Property is Fifty Thousand Dollars (\$50,000) (the "Purchase Price") and shall be paid to Seller by Purchaser as follows:

(a) Within five (5) business days after execution of this Agreement by all parties, Purchaser shall deposit a fully executed copy of this Agreement, and the sum of One Thousand Dollars (\$1,000.00) as an earnest money deposit (the "Deposit"), in escrow ("Opening of Escrow") with Fidelity Title Agency of Alaska LLC ("Escrow Agent").

(b) In the event the purchase and sale of the Property is consummated as contemplated hereunder, the Deposit shall be retained by Seller and credited against the Purchase Price at the Closing (as that term is defined in Section 11 below), or otherwise disbursed in accordance with this Agreement.

(c) The balance of the Purchase Price over and above the amount paid by or credited to Purchaser pursuant to Section 2(b) above shall be paid to Seller in immediately available funds at the Closing.

3. Title.

(a) Purchaser may order from Fidelity Title Agency of Alaska LLC ("Title Company"), within ten (10) days following the Opening of Escrow, a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment. If Purchaser obtains a Commitment, it must be provided to Seller.

(b) If Purchaser obtains a Commitment, within fifteen (15) days after the delivery of the Commitment, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within said fifteen (15) day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments shall also constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive the disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event Purchaser elects to terminate this Agreement in accordance with clause (x) above, the Deposit, without interest, shall be immediately refunded to Purchaser; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees. If Purchaser elects not to obtain a Commitment as provided above, Purchaser shall accept the title to the Property "as is" as of the date of this Agreement.

4. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

(a) This Agreement is, and all the documents executed by Seller which are to be delivered to Purchaser at the Closing is and will be, legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms

and does not and will not violate any provisions of any agreement to which Seller is a party or to which it or the Property is subject.

(b) Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so) and upon the warranties, covenants and representations contained in this Agreement; AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Except as may be set forth in this Agreement, Purchaser hereby waives, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

5. Representations, Warranties and Covenants of Purchaser. Purchaser represents and warrants to Seller that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

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

6. Conditions Precedent to Closing.

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

(1) Purchaser shall not have terminated this Agreement in accordance with Section 3, Section 13 or Section 14 of this Agreement within the time periods described in those Sections.

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

(3) Purchaser shall have delivered to Escrow Agent the items described in Section 9.

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

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

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

(1) Purchaser shall not have terminated this Agreement in accordance with Section 3, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

(2) If Purchaser has elected to obtain the Commitment under Section 3, Title Company shall be committed to issue, at the Closing, an owner's policy of title insurance (the "Title Policy"), insuring Purchaser's interest in the Property, dated the day of the Closing, with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(3) There shall be no uncured breach of any of Seller's representations or warranties as set forth in Section 4 or the covenants as set forth in Section 7, as of the Closing.

(4) Seller shall have delivered the items described in Section 8.

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

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

7. Covenants of Seller. Seller hereby covenants with Purchaser, as follows:

(a) After the date hereof and prior to the Closing, no part of the Property, or any interest therein, will be voluntarily sold, mortgaged, encumbered, leased or otherwise transferred without Purchaser's consent which may be withheld in its sole and absolute discretion.

(b) Seller agrees to notify Purchaser promptly of the occurrence of any event which violates any covenant set forth in this Section.

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

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

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

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

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

(a) The balance of the Purchase Price, together with such other sums as Escrow Agent shall require to pay Purchaser's share of the Closing costs, prorations, reimbursements and adjustments as set forth in Section 10 and Section 12, in immediately available funds.

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

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

(a) General real estate, personal property and ad valorem taxes and assessments, and any improvement or other bonds encumbering the Property, for the current tax year for the Property. Purchaser is not responsible for delinquent real estate taxes, personal property taxes, ad valorem taxes, or assessments arising prior to Closing.

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

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. In no event will there be any proration of insurance premiums under Seller's existing policies of insurance relating to the Property, and Purchaser acknowledges and agrees that none of Seller's insurance policies (or any proceeds payable thereunder) will be assigned to Purchaser at the Closing, and Purchaser shall be solely obligated to obtain any and all insurance that it deems necessary or desirable. The provisions of this Section 10 shall survive the Closing.

11. Closing. The purchase and sale contemplated herein shall close on or before sixty (60) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that the Deed is recorded in the Cordova Recording District, Third

Judicial District, State of Alaska (the "Official Records"). The Closing shall occur at the offices of the Escrow Agent as set forth in Section 17(m).

12. Closing Costs. Purchaser shall pay the fee for recording the Deed, the premium for any Title Policy obtained, and all fees and costs Seller incurred to third-parties in the transaction, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees. Purchaser shall bear the expense of its own counsel. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a default on the part of Purchaser, all escrow cancellation and title fees shall be paid by Purchaser; if the sale of the Property does not occur because of a default on the part of Seller, all escrow cancellation and title fees shall be paid by Seller.

13. Risk of Loss. If prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit and all interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election of (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 13, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

14. Default.

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

(b) In the event of a default by Seller hereunder, Purchaser shall be entitled, in addition to any and all other remedies to which Purchaser may be entitled at law or in equity, (i) to terminate this Agreement by written notice to Seller, in which event

the Deposit shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) to enforce Seller's obligations hereunder by a suit for specific performance, in which event Purchaser shall be entitled to such injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.

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

15. Escrow.

(a) Instructions. Within five (5) business days after execution of this Agreement, Purchaser shall deposit a copy of this Agreement executed by both Purchaser and Seller with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as Seller and Purchaser shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

(b) Deposits into Escrow. Seller shall make its deliveries into escrow in accordance with Section 8. Purchaser shall make his deliveries into escrow in accordance with Section 9. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchaser pursuant to Sections 8 and 9; and (ii) if Purchaser has elected to obtain the Commitment under Section 3, Title Company can and will issue the Title Policy concurrently with the Closing.

(c) Close of Escrow. Provided that Escrow Agent shall not have received written notice in a timely manner from Purchaser or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Seller and Purchaser have deposited into escrow the matters required by this Agreement and (if Purchaser has elected to obtain the Commitment under Section 3), Title Company can and will issue the Title Policy concurrently with the Closing, Escrow Agent shall:

(1) Deliver to Seller the Purchase Price, after satisfying the Closing costs, prorations and adjustments to be paid by Seller pursuant to Section 9 and Section 11, respectively.

(2) Deliver to Purchaser the Deed by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of Alaska and immediately upon recording delivering to Purchaser a conformed copy of the Deed.

(3) Deliver to Purchaser any funds deposited by Purchaser, and any interest earned thereon, in excess of the amount required to be paid by Purchaser hereunder.

(4) If Purchaser has elected to obtain the Commitment under Section 3, deliver the Title Policy issued by Title Company to Purchaser.

16. Reciprocal Indemnification.

(a) Seller hereby agrees to indemnify, hold harmless and defend Purchaser from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, charges and costs, incurred by Purchaser by reason of: (i) Seller's breach of any covenants, representations or warranties of Seller contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Seller's failure to duly perform and discharge Retained Liabilities, as defined below. The Retained Liabilities include: (i) any liability the existence of which would constitute a breach of any of Seller's representations or warranties contained in Section 4; and (ii) any expenses, liabilities or obligations relating to the Property or its operation arising from acts, omissions, occurrences or matters that took place prior to the Closing.

(b) Purchaser hereby agrees to indemnify, hold harmless and defend Seller from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, incurred by Seller by reason of: (i) Purchaser's breach of any covenants, representations or warranties of Purchaser contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Purchaser's failure to duly perform the Assumed Liabilities. The Assumed Liabilities include: (i) Seller's obligations and liabilities with respect to the Property or its operation which are expressly assumed in writing by Purchaser pursuant to this Agreement or documents delivered at Closing; and (ii) any expenses, liabilities or obligations relating to the Property or its operation arising from acts, omissions, occurrences or matters that take place on or after the Closing.

17. Right of First Refusal.

(a) In the event Purchaser subsequently determines to sell or otherwise dispose of the Premises, the City shall have a continuous and exclusive right of first refusal to purchase the Property. The parties must include notice of the City's right of first refusal in a recordable form ensuring the City's right of first refusal. The document must be recorded contemporaneously with the recording of the deed. The City's right of first refusal to purchase the Property contains the following terms and conditions:

The City shall have a right to purchase the Property, subject to the same conditions imposed by this Purchase and Sale Agreement, for \$50,000 plus the appraised value of any improvements, and closing costs. Notwithstanding the forgoing, the amount shall not be less than the amount of any financing imposed on the Property to secure construction of improvements to the Property. Such right shall apply if Purchaser selects to sell the Property on or before January 1, 2020. In such event, Purchase shall give written notice of its intent to sell and the purchase price as defined above, with such confirming back up materials to justify the Purchase Price. Such back up material shall be deemed sufficient if it includes either: (i) the current amount of secured debt on the Property from the secured lending institution for construction; or (ii) an appraisal of the property (assumed to have a contributory value of \$50,000) and improvements by a licensed commercial appraiser with at least ten (10) years' experience in Alaska. The City shall be solely responsible for verifying its closing costs. The City shall notify Purchaser that it is executing its right under this subsection within 60 days of receiving written notification from the Purchaser of its intent to sell, plus the material sets forth above. Failure to exercise this right within 60 days shall act as a waiver by the City of such right regarding a given Purchase Offer and it shall be of no further effect.

(b) After January 1, 2020 Purchaser may accept an offer for the sale or other disposition of the Property only if it is made subject to the City's right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the "Purchase Offer"), Purchaser will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section. The City will then have sixty (60) days to either agree to purchase the Property on the same terms and conditions set forth in the Purchase Offer or decline to exercise its right of first refusal. The City shall give written notice of its decision to exercise or decline to exercise its right of first refusal to Lessee at the address set forth in Section 18 no later than sixty (60) days after being presented with a copy of the Purchase Offer.

(c) If the City declines to exercise its right of first refusal, Purchaser may then sell or otherwise dispose of the Property to the third party on the same terms and conditions set forth in the Purchase Offer. If the sale or other disposition is completed on the same terms and conditions set forth in the Purchase, then any interest of the City in and to the Property shall cease and be of no further force and effect and the City shall provide in recordable form a release of its right of first refusal at the closing of the sale to the third party. If the sale or other disposition is not completed on the terms and conditions in the Purchase Offer, then the City will continue to have its exclusive right of first refusal under the procedures outlined above in this Section, before Purchaser may convey or transfer its interest in the Property to a third party.

(d) If the City does not timely exercise its right of first refusal or the City declines to exercise its right in response to a particular Purchase Offer and provides Purchaser with written notice of its decision to decline, the City Manager shall, upon written request by Purchaser, and within ten (10) days of receiving the written request, record a document in the proper recording district attesting to the City's waiver of its right of first refusal regarding the specific Purchase Offer. The document shall identify the date the Purchase Offer was made. The City's relinquishment or forfeiture of its right to first

refusal regarding one Purchase Offer in no way waives or terminates its right to first refusal regarding any subsequent Purchase Offer.

18. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchaser: Prince William Sound Science and Technology Institute
PO Box 705
Cordova, AK 99574

Escrow Agent: Fidelity Title Agency of Alaska LLC
Attn: DJ Webb
3150 C Street, Suite 220
Anchorage, Alaska 99503

Title Company: Fidelity Title Agency of Alaska LLC
Attn: Howard Hancock
3150 C Street, Suite 220
Anchorage, Alaska 99503

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date three (3) days after being placed in the U.S. Mail.

(n) The parties agree to execute such instructions to Escrow Agent and Title Company and such other instruments and to do such further acts as may be

reasonably necessary to carry out the provisions of this Agreement on terms mutually acceptable to Purchaser and Seller.

(o) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

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

SELLER: CITY OF CORDOVA

By: _____
Alan Lanning, City Manager

PURCHASER: PRINCE WILLIAM SOUND SCIENCE AND
TECHNOLOGY INSTITUTE

By: _____

By: _____



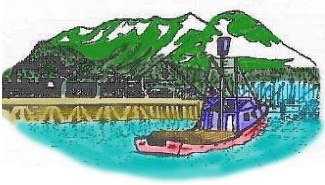
AGENDA ITEM 15
City Council Meeting Date: 04/04/2018
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 03/28/2018
ITEM: Vice Mayor Election
NEXT STEP: Majority voice vote

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** Council election of a Vice Mayor.
- II. **RECOMMENDED ACTION / NEXT STEP:** Council nominates a council member to serve as Vice Mayor for one year. Suggested motion:
I move to nominate Council member _____ to serve as Vice Mayor until the first meeting after the certification of the 2019 Regular City Election.
- III. **FISCAL IMPACTS:** none
- IV. **BACKGROUND INFORMATION:** See charter reference under legal issues below. Most important role of Vice Mayor is chairing meetings in the Mayor's absence and otherwise taking on the role of Mayor when Mayor is absent.
- V. **LEGAL ISSUES:** Charter section 2-2 reads as follows:
*At the first meeting after the time prescribed for the beginning of the terms of newly elected council members, or as soon thereafter as practicable, the council **shall elect one of its members vice mayor**, who shall serve as such **until the next such first meeting**. The vice mayor shall only act as mayor during the absence or disability of the mayor, or, if a vacancy occurs in the office of mayor, until another mayor is appointed by the council and is qualified. The vice mayor when presiding over the council as acting mayor, shall have a vote only as a council member. If the office of vice mayor becomes vacant, the council shall elect, from its members, another vice mayor for completion of the unexpired term.*
- VI. **SUMMARY AND ALTERNATIVES:** Council can either vote aloud, by roll call vote, or by secret ballot for a nominee or nominees.



City Council of the City of Cordova, Alaska

Pending Agenda April 4, 2018 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
- 2) Code change re Council member service on boards/commissions
- 3) Discussion/action regarding water charges at the Harbor - meters will be in place by May 1
- 4) Odiak Camper Park and/or other locations for long term rv/trailer space rentals in Cordova
- 5) Waterfront development
- 6) Cordova Center bird mitigation - for 2018
- 7) 2018 budget discussions - possible implications of 2 tax propositions on special election ballot
- 8) Shipyard expansion - RFP/discussion/work session/agenda item
- 9) Comprehensive plan/master plan

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

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

6/6/2018	9/5/2018	12/5/2018	3/6/2019
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- 2) Staff quarterly reports will be in the following packets:

4/18/2018	7/18/2018	10/17/2018	1/16/2019
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- 3) City Council/staff/other Boards and Commissions - Training session with City Attorney

5 - 7 pm on 4/18 - other boards & commissions invited

- 4) Strategic Planning Work Sessions: @ least 2, first to be 4/4/18, 5:30 - 6:45 pm

update strategic plan with reference to comprehensive plan & waterfront planning

- 5) Hazard Mitigation Plan to come before council as a resolution for approval - May 2018

- 6) Shipyard expansion - agenda item? work session?

Clear direction should be given to Clerk/Manager 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 - April 4, 2018 Regular Council Meeting

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

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

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

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

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

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

Robert Beedle re-appointed March 2016 2 year term
re-appointed March 2014
appointed April 2013

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





Tom Bailer term until Oct 2018 3 year term
appointed February 2017

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

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

APRIL 2018

CALENDAR MONTH	APRIL
CALENDAR YEAR	2018
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 	2	3	4 5:30 Council work session 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB	5 CHS Band & Choir Hawaii trip * Apr 4 - Mar 11	6 last day to appeal 2018 property assessments	7
8	9 CHS Band & Choir Hawaii trip * Apr 4 - Mar 11	10 6:30 P&Z CCAB	11 7:00 Sch Bd HSL 7:00 Harbor Cms CCB	12	13 CSD Inservice day	14  DTK 2018
15	16 7:00 Board of Equalization Meeting	17	18 5:00 Council work session 7:00 Council reg mtg CCAB	19	20 2:00-4:00 pm Spring Salmon Harvest Task Force Mtg Cdv Ctr	21  Health FAIR
22 	23	24 6:00 P&R CCM	25 5:30 CTC Board Meeting 6:00 CEC Board Meeting	26 6:00 CCMCAB HCR	27	28
29	30	1	2	3	4	5
6	7	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

MAY 2018

CALENDAR MONTH	MAY
CALENDAR YEAR	2018
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2	3	4	5
		----- absentee voting @ City Hall May 1 - May 14 M-F 8a-5p -----				
			6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
6	7	8	9	10	11	12
		----- absentee voting @ City Hall May 7 - May 14 M-F 8a-5p -----				
		6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB			
13		15	16	17	18	19
	7:00 Board of Equalization Meeting	Special Election CCA 7am - 8pm 	6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
20	21	22	23	24	25	26
		6:00 P&R CCM	6:00 CEC Board Meeting	6:00 CCMCAB HCR		
27	28	29	30	31	1	2
	Memorial Day- City Hall Offices Closed		5:30 CTC Board Meeting			
3	4	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

JUNE 2018

CALENDAR MONTH	JUNE
CALENDAR YEAR	2018
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
1	2	Notes				

6:00 Council work session
6:45 Council pub hrg
(maybe) CCAB
7:00 Council reg mtg CCAB



Copper River Nouveau



6:30 P&Z CCAB

7:00 Sch Bd HSL
7:00 Harbor Cms CCB

6:00 Council work session
6:45 Council pub hrg
(maybe) CCAB
7:00 Council reg mtg CCAB



6:00 P&R CCM

6:00 CEC Board Meeting

5:30 CTC Board Meeting

6:00 CCMCAB HCR



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
Mayor: 3 years	Clay Koplin Mayor@cityofcordova.net	March 1, 2016	March-19
Council members:			
Seat A: 3 years	James Burton CouncilSeatA@cityofcordova.net	March 1, 2016 March 5, 2013	March-19
Seat B: 3 years	Kenneth Jones CouncilSeatB@cityofcordova.net	March 7, 2017	March-20
Seat C: 3 years	Jeff Guard CouncilSeatC@cityofcordova.net	March 7, 2017	March-20
Seat D: 3 years	Melina Meyer CouncilSeatD@cityofcordova.net	March 6, 2018	March-21
Seat E: 3 years	Anne Schaefer CouncilSeatE@cityofcordova.net	March 6, 2018 December 6, 2017	March-21
Seat F: 3 years	David Allison, Vice Mayor CouncilSeatF@cityofcordova.net	March 1, 2016	March-19
Seat G: 3 years	James Wiese CouncilSeatG@cityofcordova.net	March 1, 2016	March-19

Cordova School District School Board - Elected

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

seat up for re-election in 2019

board/commission chair

seat up for re-appt in Nov 18

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

CCMC Authority - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	Kristin Carpenter	March 7, 2017	March-20
3 years	Sally Bennett	March 7, 2017	March-19
3 years	April Horton	March 7, 2017	March-19
3 years	Linnea Ronnegard	March 6, 2018	March-21
3 years	Amanda Wiese	March 6, 2018	March-21
	elected by board	November 2, 2017	

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
3years	Erica Clark	November-16	November-19
3 years	Sarah Trumblee	February-18	November-20
3 years	Krysta Williams	February-18	November-20

PLANNING AND ZONING COMMISSION - APPOINTED

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

seat up for re-appt in Nov 18

seat up for re-election in 2019

board/commission chair

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

HARBOR COMMISSION - APPOINTED

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

PARKS AND RECREATION COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney, Chair	November-15	November-18
		August-14	
3 years	Anne Schaefer	November-17	November-20
3 years	Miriam Dunbar	November-15	November-18
		August-14	
3 years	Stephen Phillips	November-15	November-18
3 years	Marvin VanDenBroek	November-16	November-19
		February-14	
3 years	Karen Hallquist	November-16	November-19
		November-13	
3 years	Dave Zastrow	November-17	November-20
		February-15	
		September-14	

HISTORIC PRESERVATION COMMISSION - APPOINTED

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

seat up for re-election in 2019

board/commission chair

seat up for re-appt in Nov 18