

Mayor

Clay Koplin

Council Members

Tom Bailer

Kenneth Jones

Jeff Guard

Melina Meyer

Anne Schaefer

David Allison

David Glasen

City Manager

Alan Lanning

City Clerk

Susan Bourgeois

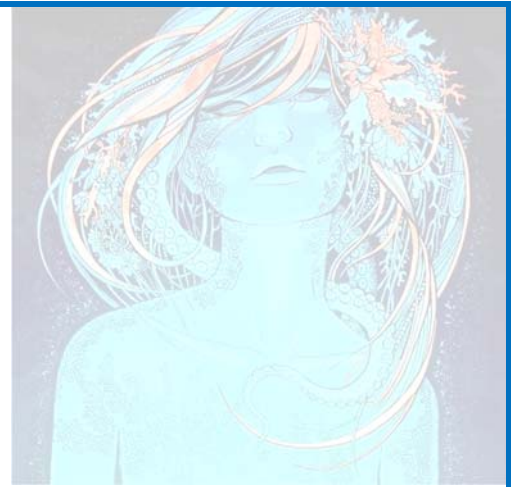
Deputy Clerk

Tina Hammer

Student Council

Olivia Carroll

Regular City Council Meeting
April 17, 2019 @ 7:00 pm
Cordova Center Community Rooms
Agenda



DTK April 13, 2019
Beyond the Breakwater

A. Call to order

B. Invocation and pledge of allegiance

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

C. Roll call

Mayor Clay Koplin, Council members Tom Bailer, Kenneth Jones, Jeff Guard, Melina Meyer, Anne Schaefer, David Allison and David Glasen

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

E. Disclosures of Conflicts of Interest and Ex Parte Communications

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

F. Communications by and Petitions from Visitors

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

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

5. Record excused absences of **Mayor Koplin** and Council members **Ken Jones** and **Anne Schaefer** from the April 3, 2019 Regular Meeting

H. Approval of Minutes

6. Minutes of the 4-3-19 Council Public Hearing..... (page 1)
7. Minutes of the 4-3-19 Regular Council Meeting..... (page 2)

I. Consideration of Bids

J. Reports of Officers

8. Mayor's Report
9. Manager's Report
10. City Clerk's Report
11. Staff Quarterly Reports - 1Q 2019
 - a. Parks and Recreation Department, **Susan Herschleb**, Director..... (page 6)
 - b. Finance Department, **Dean Baugh**, Interim Finance Director..... (page 9)

K. Correspondence

12. March 25, 2019 letter from Copper River Seafoods regarding Fish Tax..... (page 16)
13. March 27, 2019 letter from Trident Seafoods regarding Fish Tax..... (page 17)

L. Ordinances and Resolutions

14. Substitute Ordinance 1174..... (roll call vote)(page 18)
An ordinance of the City Council of the City of Cordova, Alaska, enacting Cordova Municipal Code Chapter 5.41 Raw Fish Tax, the implementation of a voter approved 0.5% tax on the value of raw fish landed in the City of Cordova - 2nd reading
15. Resolution 04-19-17..... (voice vote)(page 26)
Joint Resolution of the City Council of the City of Cordova, Alaska and the Cordova School District Board of Education opposing Governor Dunleavy's FY20 budget proposal
16. Resolution 04-19-18..... (voice vote)(page 29)
A resolution of the City Council of the City of Cordova, Alaska, authorizing amendment to the FY19 budget for in the amount of \$398,075 to account for CIP carry forward projects and grant funding
17. Resolution 04-19-19 (voice vote)(page 31)
A resolution of the City Council of the City of Cordova, Alaska, approving the Collective Bargaining Agreement between the City of Cordova and the International Brotherhood of Electrical Workers local union #1547

M. Unfinished Business

18. Council action on a proposal for Lots 3 & 4, Block 6, Original Townsite..... (voice vote)(page 43)

N. New & Miscellaneous Business

19. Council action on recommendation to AMCO re Liquor License Renewals..... (voice vote)(page 82)
for Tiny Wings dba Anchor Bar & Grill and Anchor Liquor Store
20. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 100)

O. Audience Participation

P. Council Comments

Q. Executive Session

21. Council discussion with City Manager concerning contract renewal - in executive session because the subject is one that may tend to prejudice the reputation and character of any person; provided that the person may request a public discussion - City Manager has not requested a public discussion

R. Adjournment

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

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

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

**City Council Public Hearing
April 3, 2019 @ 6:45 pm
Cordova Center Community Rooms A & B
Minutes**

A. Call to order

Vice Mayor Melina Meyer called the Council public hearing to order at 6:49 pm on April 3, 2019, in the Cordova Center Community Rooms.

B. Roll call

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

C. Public hearing

1. Resolution 04-19-15 A resolution of the City Council of the City of Cordova, Alaska, amending a service rate and correcting the wording within a section of the 2019 fee schedule approved as Resolution 12-18-34 on Dec 19, 2018

Vice Mayor Meyer opened the hearing up for public testimony on the ordinance. There was no public testimony.

D. Adjournment

Hearing no objection, *Vice Mayor Meyer* adjourned the public hearing at 6:50 pm.

Approved: April 17, 2019

Attest: _____
Susan Bourgeois, CMC, City Clerk

Regular City Council Meeting
April 3, 2019 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order

Vice Mayor Melina Meyer called the Council regular meeting to order at 7:00 pm on April 3, 2019, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance

Vice Mayor Meyer led the audience in the Pledge of Allegiance.

C. Roll call

Present for roll call were Council members *Tom Bailer*, *Melina Meyer* and *David Glasen*. Council members *Jeff Guard* and *David Allison* were present via teleconference. *Mayor Koplin* and Council members *Ken Jones* and *Anne Schaefer* were absent. Also present were City Attorneys *Holly Wells* and *Annei Goldsmith*, City Manager *Alan Lanning* and City Clerk *Susan Bourgeois*.

D. Approval of Regular Agenda

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

Vote on the motion: 5 yeas, 0 nays, 2 absent (Jones and Schaefer). Motion was approved.

E. Disclosures of Conflicts of Interest and ex parte communications

Council members *Bailer* and *Glasen* both declared that they were members of the PWSAC board of directors, but they have no financial interest and if PWSAC gets mentioned during discussion of item 17 they do not believe they are conflicted. *Vice Mayor Meyer* agreed.

F. Communications by and Petitions from Visitors

1. Guest speakers - none

2. Audience comments regarding agenda items - none

3. Chairpersons and Representatives of Boards and Commissions

CSD School Board President *Barb Jewell* reported for the School District and Board – she said students have returned from Close-Up and they had a great trip and learned a lot. She said that many of the students would be attending the Aurora Music Festival next weekend and several might get to compete at State after that. She said there is a survey out about the school calendar, the board will be voting on it next week. Obviously, she said the governor's budget is not good for any of us. She said they will have a joint resolution in their packet and they'd like city council to read it, comment on it, pass and sign it after school board does, but school board will send it on either way. They are in the middle of budget planning during all this, which is pretty concerning since they are at the end of spending down their fund balance.

4. Student Council Representative Report – was not present

G. Approval of Consent Calendar

5. Resolution 04-19-15 A resolution of the City Council of the City of Cordova, Alaska, amending a service rate and correcting the wording within a section of the 2019 fee schedule approved as Resolution 12-18-34 on Dec 19, 2018

6. Resolution 04-19-16 A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into an agreement with the Alaska Marine Highway System to indemnify the State for conduct of City of Cordova personnel during the April 2019 Alaska Shield drill aboard the Marine Highway Ferry

7. Record unexcused absence of Mayor *Clay Koplin* from the March 6, 2019 Regular Meeting

8. Record excused absence of Council member *Ken Jones* from the March 20, 2019 Regular Meeting

Vote on the approval of the consent calendar: 5 yeas, 0 nays, 2 absent. Allison-yes; Schaefer-absent; Jones-absent; Meyer-yes; Glasen-yes; Bailer-yes and Guard-yes. Consent calendar was approved.

H. Approval of Minutes

M/Bailer S/Glasen to approve the minutes.

9. Minutes of the 3-6-19 Regular Council Meeting

10. Minutes of the 3-20-19 Regular Council Meeting

Vote on the motion: 5 yeas, 0 nays, 2 absent (Jones and Schaefer). Motion was approved.

I. Consideration of Bids

11. Approval of Restated Employment Agreement with Susan Bourgeois, City Clerk

M/Glasen S/Bailer to approve the employment agreement with Susan Bourgeois.

Glasen commented that **Susan** is a good employee and we should keep her.

Vote on the motion: 5 yeas, 0 nays, 2 absent: Allison-yes; Meyer-yes; Jones-absent; Guard-yes; Glasen-yes; Bailer-yes and Schaefer-absent. Motion was approved.

J. Reports of Officers

12. Mayor's Report

a. Tribute to **Zenas Edward Zeine** - **Bourgeois** commented that **Cathy Sherman** researched and wrote this about Mr. Zeine, Mr. **Bailer** commented that he agreed, **Ed Zeine** did a lot for Cordova in many varied capacities. **Vice Mayor Meyer** concurred.

13. Manager's Report - City Manager **Alan Lanning** reported 1) he has been forwarding Council AML updates as committees have been working through the budget, he has been testifying and he said that **Representative Stutes** and **Senator Stevens** will be here Friday April 12, 1:30 - 3 pm, for a Town Hall meeting, there will be a press release on that soon; 2) Alaska Shield exercise coming up next week - Cordova gets notoriety from events like this - there was an ammonia training this past Saturday too.

14. City Clerk's Report - **Bourgeois** reported: 1) last day to appeal for 2019 assessment roll, April 5 at 5 pm - so far **Tina Hammer** has had 30 appeals turned in - the assessor will be in the week of April 8 to start working on resolving those, if any are unresolved they will be heard before the Board of Equalization on April 15 at 7 pm.

K. Correspondence

15. March 2019 letter written by AML, signed by 20 local governments concerning Governor's budget

16. March 22, 2019 letter from PWSAC regarding Fish Tax

L. Ordinances and Resolutions

17. Ordinance 1174 An ordinance of the City Council of the City of Cordova, Alaska, enacting Cordova Municipal Code Chapter 5.41 Raw Fish Tax, the implementation of a voter approved 0.5% tax on the value of raw fish landed in the City of Cordova - 1st reading

M/Glasen S/Bailer to adopt Ordinance 1174 an ordinance of the City Council of the City of Cordova, Alaska, enacting Cordova Municipal Code Chapter 5.41 Raw Fish Tax, the implementation of a voter approved 0.5% tax on the value of raw fish landed in the City of Cordova.

Glasen said as was discussed in the work session, there were a few amendments we would probably need to make. He meant specifically the exemption for cost recovery and raceway fish sales. City Clerk **Bourgeois** assisted by reading aloud a suggested amendment.

M/Bailer S/Glasen to amend the ordinance by adding 5.41.040 B. The sale of raw fish harvested and sold by hatcheries as defined in AS 16.10.

Glasen said the intent of this amendment is to keep the Cordova processors on a level playing field with the processors outside of Cordova when bidding on hatchery cost recovery and raceway sales. **Allison** said he would support this amendment for now but he's not happy about the fact that hatcheries can set any budget they want knowing that they have the means to fund the budget with cost recovery sales. He thinks this is mitigated some because there are so many commercial fishermen on the board that help set the budget and often they are anxious to move on to fishing themselves, so they know they have to limit it some.

Vote on the motion to amend: 5 yeas, 0 nays, 2 absent: Meyer-yes; Schaefer-absent; Glasen-yes; Jones-absent; Allison-yes; Guard-yes and Bailer-yes. Amendment was approved.

M/Bailer S/Glasen to amend the ordinance by allowing staff the leeway to make changes to the language so that collection of the tax is only one time per year rather than the monthly collection as it reads now.

Allison said this would allow the processors, including direct marketers to compile the information and fill out the forms once per year, at the same time they are doing the similar work for the state's collection of fisheries business tax. **Meyer** said she is not opposed to once a year, but she will vote no, as she wants to understand the other taxes a little better first.

Vote on the motion to amend: 5 yeas, 0 nays, 2 absent: Jones-absent; Guard-yes; Glasen-yes; Meyer-yes; Bailer-yes; Schaefer-absent and Allison-yes. Amendment was approved.

M/Bailer S/Glasen to amend the ordinance by allowing staff the leeway to make changes to the language so that small direct marketers would have an option to pay this tax as a flat fee instead of a percentage of the gross.

Bailer thought this would be a way to collect up front in case these small guys skip out. **Glaser** said he thought they would jump at the chance to pay a flat fee and not have to do all the calculations, he is in favor. **Allison** said he is not in favor, he didn't think they would have extra work to do they are required to do it for the state too. **Guard** said he feels similarly to **Allison**, he didn't think this is so onerous on the buyers. **Meyer** said she agrees with **Allison** and **Guard**, if Council wants to go this route, then we should come up with the flat fee, we should have more detail prepared to make such an amendment – she said she might be willing to look into this again in the future. **Bailer** said he was thinking of a way to equate this to the sales tax cap that we have in place.

Vote on the motion to amend: 2 yeas, 3 nays, 2 absent: Schaefer-absent; Bailer-yes; Guard-no; Meyer-no; Allison-no; Jones-absent and Glaser-yes. Amendment failed.

Allison wanted to ensure that this ordinance does include language to include the tax being paid on any retros and any other price adjustments that are made to the price paid for fish. City Attorney **Wells** was able to answer that question – she said that language was included; it is captured in the definitions of “sale price” and “indirect consideration”.

Vote on the main motion as amended twice: 5 yeas, 0 nays, 2 absent: Jones-absent; Glaser-yes; Meyer-yes; Bailer-yes; Allison-yes; Schaefer-absent and Guard-yes. Motion was approved.

M. Unfinished Business - none

N. New & Miscellaneous Business

Council member **Bailer** mentioned that he had forgotten during disclosures of conflicts of interest that his wife serves on the Board of the Cordova Telecom Cooperative – he doesn't think it's a conflict, but he wanted to disclose that.

18. Council action on a proposal for Lots 3 & 4, Block 6, Original Townsite

M/Bailer S/Glaser to approve the proposal from Cordova Telecom Cooperative for Lots 3 & 4, Block 6, Original Townsite.

Bailer said it is a very strong plan and he will support it. **Glaser** echoed the comments, looks like a cool proposal. **Allison** agreed it is a good plan, CTC is a good corporate citizen in Cordova, they abide by their liabilities, he thinks it is a good option for them to take care of their facility. **Guard** is also enthusiastic about the plan. He wonders how this will affect us property tax exemption-wise.

After some discussion, including questions raised by City Attorney **Wells**, Council realized that several of them may have conflicts of interest with this due to spouses that were employed by CTC and/or spouses that were on the CTC Board of Directors. The maker of the motion with concurrence of the second withdrew the motion.

M/Meyer S/Guard to refer to staff to get a conclusive ruling on conflict of interest concerning council members.

Vote on the motion to refer: 3 yeas, 0 nays, 2 absent (Jones and Schaefer) 2 conflicts of interest (Bailer and Glaser).
Motion was approved.

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

Bailer asked for more information about UBS and perhaps even putting this out to RFP, he wondered if other Council members were aware of the details of their fees. Manager **Lanning** said he is working on a report about that for Council – competing firms, return rates and fees, etc. So, there will be an agenda item forthcoming, he will need Council direction.

Bailer also asked about a joint meeting with CCMCA Board – CCMCA Board was going to get a date to **Bourgeois** – they were meeting tonight. **Glaser** wondered about a work session with ADF&G, economic impacts to Cordova of some of the fisheries management decisions they make. **Meyer** said she remembered that we mentioned an Urban Planning Committee perhaps when the Bear discussion was had, she wondered what staff had been working on – **Greenwood** presented what she, the refuse department, ADF&G were all doing in concert – it was a comprehensive plan, encompassing multiple partnerships.

O. Audience Participation

Chris Bolin of 607 Birch Street welcomed **Tom Bailer** back and said it was good to have **Dave Glaser** on Council – as far as the **Ed Zeine** tribute he said **Mr. Zeine** was an icon in the community – he did a lot for Cordova.

P. Council Comments

Guard thanked people for comments – congratulated the **Vice Mayor** for a well-run meeting.

Bailer gave a shout out to **Dave Roemhildt** for getting the façade of the old Library Museum building looking pretty good. In his construction work today, he wound up with a water issue and **Joel** was very quick to respond and did a great job, he thanked him for that, he appreciated the water department – said they are easy to get along with.

Meyer said she spent a while trying to understand the fish tax ordinance, she thought Council made some good amendments tonight – it is very different from the state's fish tax. As far as CTC and the CEC joint effort – she like the

collaboration and that they will help Main Street.

Allison said he would really like to look into some different microphones – it was really hard to hear tonight. *Vice Mayor Meyer* did an excellent job tonight.

Q. Executive Session

20. CCMC contract for management services, matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

M/Bailer S/Glasen to go into an executive session to discuss CCMC contract for management services, matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

Vote on the motion: 5 yeas, 0 nays, 2 absent (Jones and Schaefer). Motion was approved.

Vice Mayor Meyer recessed the meeting at 8:16 pm to clear the room before the executive session.

Council entered executive session at 8:23 pm and came back into regular session at 8:48 pm.

R. Adjournment

M/Bailer S/Glasen to adjourn the meeting.

Hearing no objection Vice Mayor Meyer adjourned the meeting at 8:48 pm.

Approved: April 17, 2019

Attest: _____
Susan Bourgeois, CMC, City Clerk

**From the Administrative Office of the
City of Cordova
Parks and Recreation Department**



DATE: 4/10/19
TO: City Council and Mayor Koplin
FROM: Susan Herschleb / Director of Parks and Recreation
RE: 1st quarter report.

Dear Council and Mayor,

Revenue is holding steady; attendance is way up and birthday party rentals in both facilities are very popular! We expect to see the weight room packed in the evenings soon, with the onset of spring and the arrival of our treasured weight trainer just around the corner.

You may notice we have changed the format of our quarterly report. We have decided to report on all revenue for the Department in one graph rather than breaking it out into 2, based on where the revenue was taken in; whether it be Bidarki or the Pool. We did not see the purpose in doing this and hope you agree it is much easier to read and understand.

We just had our first surprise audit by J Ellis and associates (our new certifying body for lifeguards) at the pool. J Ellis likes the element of surprise! In general, lifeguards scheduled for swims during the audit have no idea they are being observed. J Ellis will audit the facility as a whole; grading American Red Cross certified guards who are employed as well as, their J Ellis guards. All three of our current guards met and or exceeded expectations in different categories. They were pleasantly surprised with the organization and cleanliness of the building as well.

We may be offering two lifeguard trainings this year. One using the American Red Cross curriculum and one using the J Ellis and Associates curriculum. Our school district has both of their employees certified as a Lifeguard, Water Safety Instructor, and as a Lifeguard Instructor for American Red Cross (they are now also certified as lifeguards under J Ellis!) They must teach a lifeguard class annually to maintain their instructor certification for American Red Cross, so it would be in their best interest to offer a class this summer. I believe we will train with J Ellis prior to the fishing season. If you know those interested in training, have them contact the Parks and Recreation Administrative Office @ 424-7282.

We have two RFP's in the works and hopefully they will hit the public prior to the end of the month. One is for an engineering firm to create engineered drawings of an expansion/ renovation of Odiak Camper Park and one is for the roof project at Bidarki Rec. Center, you will likely see the RFP for the roof out first.

We look forward to DTK this Saturday April 13th 7-1am at the Reluctant Fisherman Inn. 'Beyond the Breakwater' is the theme this year, we assume there will be mermaids and sea creatures of all types attending the event!

There is some good momentum behind the fundraiser this year! We project the event will be well attended based on data collected off our social media site. The event has stimulated small business in Cordova. 4 local businesses are offering specialty services and/or items for purchase, for the event. We

have 5 businesses donating to the silent auction so far, as well as a beautiful painting of a mermaid, donated by Sylvia Meyer (and flown into town!). It would be interesting to know exactly how many people are flying into Cordova to attend, we know there are quite a few!

This year we are raising money for the beach expansion at Skater's Cabin, our goal is to make 6k to put toward the project. In recent years we have purchased filtered bottle filler/drinking fountains for the Recreation Center, new siding and materials for a portion of Skater's Cabin and close to 20k has been donated (in total over a span of years) to the 2x2 Cancer Walk.

**CITY OF CORDOVA - PARKS AND RECREATION DEPARTMENT - 2019
1ST QUARTER REPORT**

REVENUE

Month	Bidarki Enter. Fee	Pool Enter. fee	Skaters	F.Mem	ICE.W	Facility Rentals		Misc.	Totals
January	\$4,847.43	\$2,294.42	\$355.00	\$350.00	\$475.00	\$100.00		\$380.41	\$8,802.26
February	\$2,005.00	\$691.00	\$230.00	\$0.00	\$170.00	\$325.00		\$0.00	\$3,421.00
March	\$1,653.00	\$693.00	\$340.00	\$0.00	\$0.00	\$450.00		\$15.00	\$3,151.00
Totals	\$8,505.43	\$3,678.42	\$925.00	\$350.00	\$645.00	\$875.00	\$0.00	\$395.41	\$15,374.26

ATTENDANCE

BIDARKI POOL

January	2205	632							2837
February	3279	480							3759
March	1623	536							2159
Totals	7107	1648	0	0	0	0	0	0	8755

**CITY OF CORDOVA - PARKS AND RECREATION DEPARTMENT - 2019
ODIAK CAMPER PARK & SHELTER COVE REVENUE**

At the end of march, we had \$950.00 in Odiak Space Deposits

REVENUE

January	\$0.00								\$0.00
February	\$1,600.00								\$1,600.00
March	\$1,637.40								\$1,637.40
Totals	\$3,237.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,237.40

MEMO, City of Cordova

To: Mayor and City Council
Through: Alan Lanning, City Manager
From: Dean Baugh, Interim Finance Director
Date: April 10, 2019
RE: March Financial Report

The auditors will be on site April 22-May 3 for the field work for the 2018 audit.

I've spoken to the CFO at CCMC, he informed me that their auditors will have the audited information to our auditors this year some time in June.

Attached are the following 3 reports;

Fund Summary through 3/31/19

Cash Balances at 3/31/19

Total Debt payment requirements to maturity graph

Fund Summary- First 2 pages are the fund summary for the General fund only and the third page includes all funds, general and enterprise through March 31, 2019.

Revenues and expenses are in line with March 2018. Please note that the larger revenue items come in later in the year, such as sales tax, fish tax and property tax. The enterprise funds all see their revenues increase seasonally during the summer months.

Charts below show comparison March 2018 to March 2019.

General Fund Only	March 2018	March 2019
Revenue	1,477,946	1,311,835
Expense	3,483,177	3,334,847
Difference	(2,005,231)	(2,023,012)

All Funds	March 18	March 19
Revenue	2,655,543	2,515,928
Expense	4,839,914	3,936,607
Difference	(2,184,371)	(1,420,679)

Cash Balances- Attached is a listing of the various cash accounts that the City maintains. The 1st seven are the unreserved amounts, available to meet daily needs through the annual budget process. (Note: The UBS-CT only with council authorization.)

The next 3 are have restrictions, 2 land fill CD's are set aside for landfill closure and the USB-PF is the City's permanent fund.

I've been working on the cash allocation, making all adjustments in December 2018 so they will show in the 2018 audit. I have eliminated five different funds that had either a positive or negative cash balance that had not changed for 3-5 year. Still working with the auditors to set up a new fund to track health insurance balances.

Chart below is a comparison of available cash balance March 2018 to March 2019

	March 2018	March 2019
Available cash-Repurchase acct	2,642,168	2,653,613
General fund available cash	195,444	288,995
Enterprise Funds (not including reserves)	(165,942)	516,377

Recommended cash reserves, (Council to set target goal)

Total 2019 Budget	15,538,342
2 months reserves	2,589,724
3 months reserves	3,884,586

Total Debt payment requirement to maturity- This report shows the total annual debt payment obligations of the City. This report does not include any amounts borrowed from the permanent fund.

Note: the water debt payments do not include the ADEC loan 261441, as the project has not been completed and a payment schedule has not been set up.

CITY OF CORDOVA
FUND SUMMARY
FOR THE 3 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES	25,910.04	539,170.66	6,507,455.00	5,968,284.34	8.3
LICENSES & PERMITS	165.00	690.00	20,600.00	19,910.00	3.4
OTHER GOVERNMENTAL	.00	.00	2,154,253.00	2,154,253.00	.0
LEASES & RENTS	18,787.52	70,753.88	294,200.00	223,446.12	24.1
LAW ENFORCEMENT	1,448.40	79,672.51	270,286.00	190,613.49	29.5
D. M. V.	5,509.34	11,972.80	69,600.00	57,627.20	17.2
PLANNING DEPARTMENT REVENUE	406.00	1,208.50	13,500.00	12,291.50	9.0
RECREATION DEPT REVENUE	3,283.00	14,215.84	84,900.00	70,684.16	16.7
POOL REVENUE	668.00	4,038.42	34,000.00	29,961.58	11.9
SALE OF PROPERTY	.00	.00	12,000.00	12,000.00	.0
INTERFUND TRANSFERS IN	.00	.00	461,491.00	461,491.00	.0
OTHER REVENUE	10,813.80	77,384.93	215,000.00	137,615.07	36.0
STATE DEBT SERVICE REIMBURSME	512,727.00	512,727.00	926,143.00	413,416.00	55.4
	579,718.10	1,311,834.54	11,063,428.00	9,751,593.46	11.9
<u>EXPENDITURES</u>					
CITY COUNCIL	400.40	1,406.13	8,250.00	6,843.87	17.0
CITY CLERK	19,657.10	61,559.84	277,198.00	215,638.16	22.2
CITY MAYOR	.00	.00	2,825.00	2,825.00	.0
CITY MANAGER	23,649.47	79,353.94	317,848.00	238,494.06	25.0
FINANCE	14,571.17	100,493.14	405,505.00	305,011.86	24.8
PLANNING DEPARTMENT EXPENSE	8,862.37	30,472.77	250,049.00	219,576.23	12.2
PLANNING COMMISSION	.00	709.14	1,500.00	790.86	47.3
DEPARTMENT OF MOTOR VEHICLES	5,227.42	16,223.82	71,750.00	55,526.18	22.6
LAW ENFORCEMENT	59,271.00	200,752.57	956,018.00	755,265.43	21.0
JAIL OPERATIONS	15,365.34	48,063.98	266,229.00	218,165.02	18.1
FIRE & EMS	27,391.61	93,586.64	351,599.00	258,012.36	26.6
DISASTER MANAGEMENT DEPT.	81.38	244.14	6,000.00	5,755.86	4.1
INFORMATION SERVICES	60,761.22	201,104.65	816,355.00	615,250.35	24.6
FACILITY UTILITIES	4,666.84	37,326.00	149,850.00	112,524.00	24.9
PW ADMINISTRATION	11,900.12	39,105.82	47,000.00	7,894.18	83.2
FACILITY MAINTENANCE	20,155.08	58,381.74	303,221.00	244,839.26	19.3
STREET MAINTENANCE	33,331.99	120,462.67	873,624.00	753,161.33	13.8
SNOW REMOVAL	1,545.50	11,475.59	63,284.00	51,808.41	18.1
EQUIPMENT MAINTENANCE	18,994.61	80,008.06	310,047.00	230,038.94	25.8
PARKS MAINTENANCE	5,682.36	18,549.47	95,643.00	77,093.53	19.4
CEMETERY MAINTENANCE DEPT.	.00	.00	20,154.00	20,154.00	.0
RECREATION - BIDARKI	17,201.45	59,180.70	282,961.00	223,780.30	20.9
POOL	11,386.23	45,542.33	216,682.00	171,139.67	21.0
SKI HILL	546.49	16,769.90	92,012.00	75,242.10	18.2
NON-DEPARTMENTAL	6,973.34	70,243.67	264,013.00	193,769.33	26.6
LONG TERM DEBT SERVICE	284,234.50	1,229,471.40	1,945,758.00	716,286.60	63.2
INTERFUND TRANSFERS OUT	.00	9,859.00	37,766.00	27,907.00	26.1
TRANSFERS TO OTHER ENTITIES	403,166.67	704,500.01	2,630,287.00	1,925,786.99	26.8

CITY OF CORDOVA
FUND SUMMARY
FOR THE 3 MONTHS ENDING MARCH 31, 2019

GENERAL FUND

PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
1,055,023.66	3,334,847.12	11,063,428.00	7,728,580.88	30.1
(475,305.56)	(2,023,012.58)	.00	2,023,012.58	.0

CITY OF CORDOVA
FUND SUMMARY
FOR THE 3 MONTHS ENDING MARCH 31, 2019

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
101 GENERAL FUND	579,718.10	1,311,834.54	11,063,428.00	9,751,593.46	11.9
104 CITY PERMANENT FUND	459,419.40	473,282.85	.00	(473,282.85)	.0
203 FIRE DEPT. VEHICLE ACQUISITION	1,424.28	5,506.43	.00	(5,506.43)	.0
401 GENERAL PROJ & GRANT ADMN	81,511.66	84,973.26	.00	(84,973.26)	.0
502 HARBOR ENTERPRISE FUND	66,374.31	127,720.96	1,492,907.00	1,365,186.04	8.6
503 SEWER ENTERPRISE FUND	58,332.33	173,098.77	828,114.00	655,015.23	20.9
504 WATER ENTERPRISE FUND	43,011.53	119,442.65	762,643.00	643,200.35	15.7
505 REFUSE ENTERPRISE FUND	75,970.00	216,673.39	1,143,064.00	926,390.61	19.0
506 ODIAM CAMPER PARK	3,237.40	3,237.40	75,000.00	71,762.60	4.3
805 LANDFILL FUND	.00	157.87	.00	(157.87)	.0
911 E-911 SPECIAL REVENUE FUND	.00	.00	75,000.00	75,000.00	.0
	1,368,999.01	2,515,928.12	15,440,156.00	12,924,227.88	16.3
<u>EXPENDITURES</u>					
101 GENERAL FUND	1,055,023.66	3,334,847.12	11,063,428.00	7,728,580.88	30.1
205 VEHICLE REMOVAL/IMPOUND FUND	973.33	1,045.31	.00	(1,045.31)	.0
401 GENERAL PROJ & GRANT ADMN	17,070.77	52,067.27	.00	(52,067.27)	.0
502 HARBOR ENTERPRISE FUND	63,125.69	190,483.56	1,454,163.00	1,263,679.44	13.1
503 SEWER ENTERPRISE FUND	26,900.35	106,275.05	828,114.00	721,838.95	12.8
504 WATER ENTERPRISE FUND	28,999.10	108,339.79	754,643.00	646,303.21	14.4
505 REFUSE ENTERPRISE FUND	41,838.54	135,846.97	1,096,870.00	961,023.03	12.4
506 ODIAM CAMPER PARK	2,168.19	6,582.19	72,370.00	65,787.81	9.1
654 LT2 COMPLIANCE PROJECT	.00	1,120.00	.00	(1,120.00)	.0
911 E-911 SPECIAL REVENUE FUND	.00	.00	75,000.00	75,000.00	.0
	1,236,099.63	3,936,607.26	15,344,588.00	11,407,980.74	25.7
	132,899.38	(1,420,679.14)	95,568.00	1,516,247.14	(1486.

**City of Cordova
Council Cash Report
3/31/2019**

Cash Balances

<u>Available Cash</u>		
001-First National Checking	(218,383.19) *	
001-First National Payroll	(24,892.34) *	
001-First National Sweep (repurchase)	2,653,613.00	
101-AMLIP	2,706.49	
502-First National Harbor CC	1,123,998.01	
203-First National Ambulance/ Fire vehicle fund	114,740.67	
104-UBS-CT	1,099,832.93	4,751,615.57
Various Clearing Accounts	36,709.56	36,709.56
 <u>Restricted Cash</u>		
805-Landfill CD-8877	108,604.62	
805-Landfill CD-7077	376,771.07	
104-UBS-PF	8,185,782.80	8,671,158.49
	<u>13,459,483.62</u>	<u>13,459,483.62</u>

*Balances in these accounts is the net of outstanding deposits and outstanding checks

Cash Allocations

101-General Fund	288,995.11
104-City Permanent Fund	9,998,624.75
203-Fire Department vehicle Acquisition Fund	342,211.96
205-Vehicle Removal/impound Fund	2,239.63
401-General Projects & Grant CIP Fund	123,517.68
410-Chip Seal CIP	138,163.92
426-Cordova Center Fund	(1,225,455.13)
502-Harbor Enterprise Fund	561,511.18
503-Sewer Enterprise Fund	65,045.79
504-Water Enterprise Fund	(544,273.66)
505-Refuse Enterprise Fund	289,882.83
506-Odiak Camper Park	144,212.53
654-LT2 compliance Project	(1,120.00)
702-Harbor Depreciation Reserve Fund	1,111,297.98
703-Sewer Depreciation Reserve Fund	587,643.00
704-Water Depreciation Reserve Fund	472,236.25
705-Refuse Depreciation Reserve Fund	150,000.00
805-Landfill Fund	890,353.39
911-E-911 Special Revenue Fund	64,396.41
Total Allocations	<u>13,459,483.62</u>

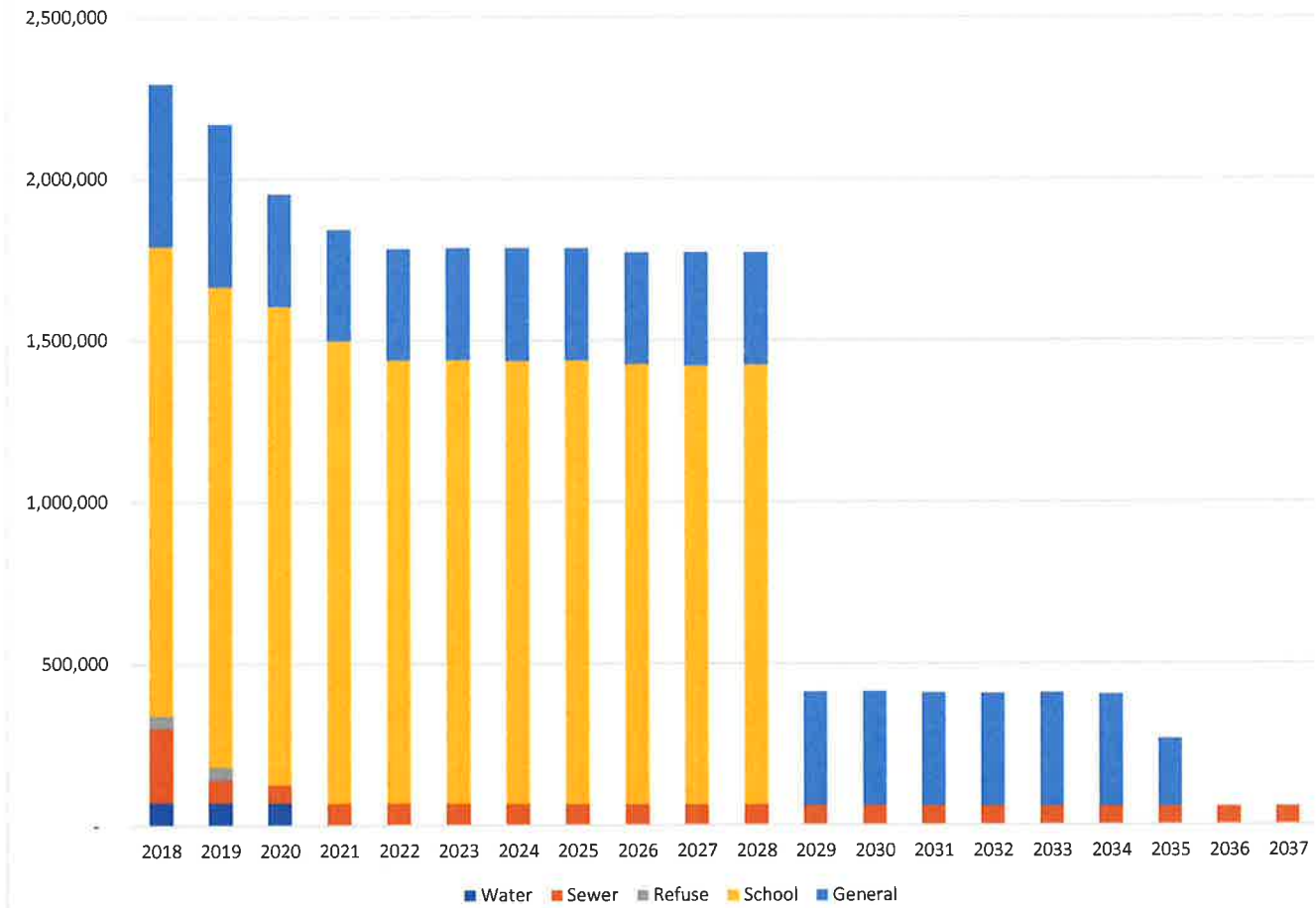
Difference

-

Total Debt Payment Requirements to Maturity Fiscal Years 2018-2037

Balance at 12/31/xx	2018	2019	2020	2021	2022	2023	2024	2025
Water	72,151	71,115	70,084	-	-	-	-	-
Sewer	227,965	70,675	56,485	69,025	68,200	67,375	66,550	65,725
Refuse	38,960	39,520	-	-	-	-	-	-
School	1,451,752	1,485,105	1,478,641	1,429,500	1,370,250	1,371,500	1,370,250	1,371,500
General	503,415	503,655	347,850	343,975	344,850	347,025	348,700	348,075
Total Debt service	2,294,243	2,170,070	1,953,059	1,842,500	1,783,300	1,785,900	1,785,500	1,785,300
	2026	2027	2028	2029	2030	2031	2032	2033
Water	-	-	-	-	-	-	-	-
Sewer	64,900	64,075	63,250	62,425	61,600	60,775	59,950	59,125
Refuse	-	-	-	-	-	-	-	-
School	1,360,000	1,356,250	1,359,750	-	-	-	-	-
General	346,950	350,200	347,825	349,825	351,075	348,725	346,825	349,425
Total Debt service	1,771,850	1,770,525	1,770,825	412,250	412,675	409,500	406,775	408,550
	2034	2035	2036	2037				
Water	-	-	-	-				
Sewer	58,300	57,475	56,650	55,875				
Refuse	-	-	-	-				
School	-	-	-	-				
General	346,425	209,100	-	-				
Total Debt service	404,725	266,575	56,650	55,875				

Total Debt Payment Requirements to Maturity



Graph does not include payment on ADEC water Loan 261411, no payment schedule set as of printing

**COPPER RIVER SEAFOODS**

Main Administrative Office
1118 East 5th Avenue · Anchorage, AK 99501
Phone: (907) 522-7806 · (888) 622-1197 · Fax: (907) 274-0348
www.CopperRiverSeafoods.com

March 23rd, 2019

City of Cordova Council members,

The voters of Cordova have moved forward the Cordova City raw fish tax which I assume will be implemented spring 2019. One concern is this tax will affect local processors who bid competitively for Cost Recovery fish purchased in large blocks at a premium from the aquaculture associations in Prince William Sound. Cordova processors who are awarded these bids and run these fish through their local plants generate a tremendous amount of shared state raw fish tax and stimulate the local economy greatly. This tax will diminish the local processors ability to continue to bid competitively, thus potentially reducing the volume of fish processed locally.

Please consider when drafting the ordinance governing this tax a stipulation the tax only applies to common property fish processed and not cost recovery fish.

Sincerely,

Tom Carpenter

CORDOVA PLANT

Box 158 / 300 Cannery Row · Cordova, AK 99574
Phone: (907) 424-3721 · (888) 622-1197
Fax: (907) 424-7435

ANCHORAGE PLANT

1400 East 1st Avenue · Anchorage, AK 99501

KENAI PLANT

38664 Kalifornsky Beach Road · Kenai, AK 99611

NAKNEK PLANT**COPPER RIVER SALES**

7195 Wagner Way, Suite 102 · Gig Harbor, WA 98342
Phone: (253) 851-1164 · (888) 622-1197
Fax: (253) 851-1165

TOGIK PLANT

P.O. Box 110 · Togiak, AK 99678



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 27, 2019

Dear Cordova Mayor and Council Members,

First of all we would like to thank you for all the time and effort you put into our City to make it a better place to do business.

We are writing this letter to express our concern on having to pay the 0.5% raw fish tax for cost recovery fish purchased from hatchery operators in Prince William Sound; this will put Cordova processors at a great disadvantage since this is a very competitive bidding process.

Trident Seafoods has for the past several years being able to compete aggressively for this fish, purchasing millions of pounds of fish through this bidding process and bringing it Cordova to be processed. Again, we feel that applying this tax on cost recovery fish purchased and processed in Cordova will give an advantage to processors from other locations.

Please take into consideration making the purchase of cost recovery fish exempt from this tax.

Thank you

Rick Isaacson
Prince William Sound – Regional Manager

Alaska

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



Washington

Anacortes • Bellingham • Everett
Tacoma • Seattle



MEMORANDUM

**TO: CORDOVA CITY COUNCIL
CORDOVA CITY CLERK
CORDOVA CITY MANAGER**

FROM: HOLLY WELLS

**RE: INFORMATIONAL MEMO ON ORDINANCE 1174 AMENDING THE
CORDOVA MUNICIPAL CODE TO ADD PROCEDURES FOR
COLLECTING A .5% RAW FISH TAX APPROVED BY VOTERS**

CLIENT: CITY OF CORDOVA

FILE NO.: 401777.254

DATE: APRIL 10, 2019

Introduction

The purpose of this memorandum is to provide the City of Cordova, Alaska (the "City") with a brief summary of the changes included in Ordinance 1174(S) when compared to Ordinance 1174 as originally introduced.

Summary

City Council proposed two changes to Ordinance 1174 that were not so substantial that these revisions required introduction of a new ordinance but are worth noting for the public:

1. An exemption was added for hatcheries as that term is defined under Alaska Statute 16.10. Hatcheries are nonprofit associations dedicated to reinvigorating the wild salmon population throughout Alaska.
2. The tax return filing and remittance period was changed from monthly to annually. The stated goal of this change was to streamline collection and remittance efforts by Buyers, who predominately pay state-owed taxes on an annual basis.

In addition to Council proposed changes, I have included to additional changes that may provide clarity based upon Council's comments at the last Council meeting. These changes are not substantial and may be accepted simply by adopting Ordinance

1174(S) without amendment or may be removed from the Ordinance by motion prior to its adoption. These changes are as follows:

1. While Council was given voter approval to tax all raw fish “landed” in Cordova, the tax-imposed limits the fish taxed to tax defined as “sold” within Cordova’s boundaries. This limitation is designed to ensure the City’s full compliance with all relevant laws but does not limit the City’s ability to expand the scope of its tax in the future. In order to reflect the nature and scope of the tax more accurately the title was changed from fish “landed” to fish “sold” within the City.

2. There was some confusion that direct marketers of fish may not understand how and if the tax applied to them. Thus, I added an express statement under the definition of “Buyer” that reflects the intent and scope of the tax and its application to direct marketers.

These are the only changes made to the Ordinance in its substitute form. As stated previously at the introduction of the Ordinance, the proposed ordinance adopts a very simple taxation structure where a .5% tax is imposed on raw fish transferred, sold or otherwise conveyed within the City. For purposes of the proposed tax, “raw fish” is defined as unprocessed fin fish and shell fish and includes crab, shrimp, scallops, oysters, salmon, halibut, cod, trout, rockfish, and other fin fish and shell fish. The sale of raw fish as bait is exempted from the tax.

The tax is collected by a buyer of raw fish, which includes anyone buying raw fish from a seller within the City or contracting for the purchase of raw fish within the City, including a direct marketer. Buyers are required to register with the City as a buyer, file an annual tax return reporting purchases and sales tax collected, and remit the sales tax to the City. The ordinance includes appeal procedures and requests for refunds or exemptions to ensure that buyers and sellers have the ability to dispute a tax if he, she or it feels that the tax is incorrect or unwarranted. Penalties, interest, and other aspects of the tax mirror as closely as appropriate the City’s current sales tax collection procedures. By doing this, the City will be able to streamline enforcement and administration of the tax as much as possible.

Finally, administration is in the process of creating the forms needed before the effective date of the proposed ordinance. These forms will include a registration application, exemption card, and the raw fish tax return. Additionally, the Finance Director is drafting procedures to ensure efficient administration of the tax.

**CITY OF CORDOVA, ALASKA
SUBSTITUTE ORDINANCE 1174**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
ENACTING CORDOVA MUNICIPAL CODE CHAPTER 5.41 RAW FISH TAX, THE
IMPLEMENTATION OF A VOTER APPROVED 0.5% TAX ON THE VALUE OF RAW FISH
~~LANDED~~SOLD IN THE CITY OF CORDOVA**

WHEREAS, Cordova City Council finds that City harbor facilities are in urgent need of improvement, repair and maintenance, and that an additional source of revenue is needed for this purpose; and

WHEREAS, the commercial fishing industry benefits from its use of City harbor facilities and should bear part of the cost of improving, repairing and maintaining City harbor facilities through the payment of a tax on the value of raw fish landed in the City; and

WHEREAS, the voters approved a 0.5% tax on the value of raw fish sold in the City at the March 5, 2019 Regular City election; and

WHEREAS, the implementation of a raw fish sales tax of 0.5% percent is in the City's best interest as it provides the City additional revenues to meet the needs of its commercial fishing industry, population and visitors.

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

Section 1. Cordova Municipal Code Chapter 5.41, entitled "Raw Fish Tax," is hereby enacted to read as follows:

Chapter 5.41 Raw Fish Tax

Sections:

5.41.010	Definitions
5.41.020	Levy of Tax
5.41.030	Dedicated Use of Tax Proceeds
5.41.040	Exemptions
5.41.050	Exemption Cards
5.41.060	Obligation to Pay Tax
5.41.070	Registration
5.41.080	Collection of Tax
5.41.090	Remittance of Tax
5.41.100	Raw Fish Tax Return
5.41.110	Delinquency, Penalties, and Interest
5.41.120	Enforcement
5.41.130	Refund Procedure
5.41.140	Regulations, Procedures, and Forms
5.41.150	Record Keeping and Audits
5.41.160	Confidentiality of Fish Tax Returns

[Language added to Ordinance 1174 as introduced is bolded and highlighted. Language stricken from Ordinance 1174 as introduced is stricken through.]

5.41.010 - Definitions.

For purposes of this Chapter, the following terms shall be defined as follows:

- A. “Buyer” means any individual or entity, whether acting as principal, agent or broker, purchasing raw fish from a Seller and required and responsible to collect and remit raw fish sales tax under this Chapter. **A direct to market seller qualifies as a “Buyer” when falling within this definition.**
- B. “Indirect consideration” means anything of value furnished directly or indirectly to a Seller by a Buyer. Indirect consideration includes, but is not limited to, any discounts or payments made for fuel, supplies, ice, gear, handling fees, tender fees, or volume bonuses, whether paid at the time of purchase or later.
- C. “Processed” means raw fish has been cooked, canned, smoked, butchered, frozen, salted, dehydrated, or other actions have occurred to modify the condition of raw fish in preparation of the raw fish for sale. Processed does not mean decapitating, gutting, gilling, sliming, or icing of raw fish by the person harvesting the fish if done for the purpose of maintaining the quality of the raw fish until it can be sold.
- D. “Raw fish” means fin fish and shellfish and includes, but is not limited to: crabs, shrimp, scallops, clams, oysters, salmon, halibut, cod, trout, rockfish that have not been processed.
- E. “Sale price” means total consideration in money, credit, rights or other property paid or given to Seller by a Buyer in exchange for raw fish transferred, sold or otherwise conveyed within the boundaries of the City. “Total consideration” as used in this Chapter includes but is not limited to cash value and any indirect consideration.
- F. “Seller” means a person or entity that has caught raw fish and sells it to a Buyer.

5.41.020 - Levy of Tax.

There is levied a raw fish sales tax of 0.5% on the sale price of raw fish transferred, sold or otherwise conveyed within the boundaries of the City. Raw fish delivered outside the boundaries of the City shall be taxable if the sales are contracted for or agreed to be made within the City.

5.41.030 - Dedicated Use of Tax Proceeds.

The net proceeds from the taxes levied by this Chapter shall be used for the cost of improving, repairing and maintaining City harbor facilities.

5.41.040 - Exemptions.

The following sales of raw fish are exempt transactions and are not subject to taxation by the City under this Chapter:

- A. The sale of raw fish for the sole purpose and use as bait.
- B. **The sale of raw fish by a hatchery permitted under AS 16.10.**

5.41.050 - Exemption Cards.

- A. Any person or entity claiming exemption from raw fish sales tax collection or remittance under this Chapter shall apply to the City for an exemption authorization card within one month of any purchase or sale of raw fish. Any Seller may refuse to accept the exemption card if he or she believes that the sale of raw fish is not tax exempt.

[Language added to Ordinance 1174 as introduced is bolded and highlighted. Language stricken from Ordinance 1174 as introduced is stricken through.]

- B. An exemption card may be revoked, and a revocation appealed in the same manner as provided in Section 5.40.032 of the Code. The burden of establishing an exemption shall be on the person claiming an exemption.

5.41.050 - Obligation to Pay Tax.

- A. The obligation to pay the tax to the City is upon Seller; however, Buyer shall retain the raw fish sales tax at the time of the sale and shall remit the amount retained to the City as provided in this Chapter. Collection by Buyer shall not limit the liability of Seller to the City to pay the tax.
- B. All raw fish sales taxes collected by Buyer are City monies and must be held in trust for the City. Buyer is accountable to the City for all taxes collected until the taxes have been transferred to the City in full.

5.41.070 – Registration.

- A. All Buyers of raw fish shall file an application for a certificate of registration to be submitted to the Finance Director on a form approved by the Finance Director and available online or at City Hall. All applications must be complete and accompanied by the registration fee required under this Section.
- B. The application shall include, but may not be limited to, the following information:
1. The name of the applicant.
 2. The name under which the applicant intends to buy raw fish within the boundaries of the City.
 3. The applicant's mailing address, telephone number and email address.
 4. The street address and legal description of each location in the City where the applicant will engage in business.
 5. If the applicant is not a natural person, the applicant's type of organization, and the jurisdiction under whose laws the applicant was organized.
 6. Proof that the Buyer maintains a business license as required by the Code and a fisheries business license with the State of Alaska.
- C. The application fee for a certificate of registration under this section is \$35.00.

5.41.080 - Collection of Tax.

- A. Buyer shall add the 0.5% raw fish sales tax to the sale price of raw fish and collect the tax at the time raw fish is purchased from Seller. Notwithstanding the liability of Seller, taxes collected or taxes that should have been collected by Buyer under this Chapter are monies of the City for which Buyer is at all times liable to the City.
- B. On any invoice, bill or other record of payment, the tax must be shown as a separate and distinct item. The tax imposed on the sale of more than one separately priced item may be shown as a total tax on the aggregate price of all items purchased and delivered at one time.

5.41.090 – Remittance of Tax to the City.

- A. Taxes collected by Buyer shall be remitted to the City **March 31 of the year following the year of activity subject to tax under this chapter.** ~~by the 15th of the month following the calendar month in which the taxes were or should have been collected, together with the form required by the City.~~

[Language added to Ordinance 1174 as introduced is bolded and highlighted. Language stricken from Ordinance 1174 as introduced is stricken through.]

- B. A Buyer who sells his or her business, business inventory, or accounts receivable to another, shall file a final raw fish sales tax return within 15 days after the date of sale. The purchaser of the business, business inventory, or accounts receivable shall withhold a portion of the purchase money sufficient to pay the tax, penalties, and interest that may be due until Seller displays a receipt from the City showing that all tax obligations imposed by this Chapter have been paid. If any purchaser of a business, business inventory, or accounts receivable fails to withhold this sum, the purchaser shall be personally liable the taxes, penalties and interest owed by Seller of the business, business inventory, or accounts receivable to the City. The City may continue to make efforts to collect the tax from the person or entity who owned the business or accounts receivables at the time the liability was incurred.
- C. If Buyer terminates his or her business without the benefit of a purchaser, successor or assign, Buyer shall make a final return and settlement of tax obligations within fifteen (15) days of the termination of business.

5.41.100 - Raw Fish Tax Return.

At the time the tax is remitted **under Section 5.41.090**, Buyer must file a completed raw fish sales tax return with the Finance Department. Tax forms are available at City Hall. The Buyer submitting the return must sign the return certifying that the return correctly states the information set forth therein. The tax return shall set forth:

- A. Name and address of Buyer;
- B. The calendar month covered by the return;
- C. The date the return is prepared;
- D. The total sale price of raw fish purchased, sold, or delivered within the City during the calendar month by pounds, average price per pound, and by species;
- E. Taxes due; and,
- F. Such other information as may be required by the City or the City Manager.

5.41.110 - Delinquency, Penalties, and Interest.

In the event that a party fails to remit taxes when due, the City shall be entitled to recover penalties and interest as follows:

- A. Penalties and interest as provided in Section 5.40.130 of the Code.
- B. All payments received shall be applied in the following order of priority:
 - 1. Penalties due, beginning with the oldest penalty;
 - 2. Interest due, beginning with the interest due on the oldest month; and
 - 3. Taxes due, beginning with the taxes due from the oldest month.
- C. The tax, penalty and interest, as imposed by this chapter, together with all administrative and legal costs incurred, shall constitute a lien in favor of the city upon all the delinquent taxpayer's real and personal property. The lien arises upon delinquency and continues until the liability for the amount is satisfied, or the property is sold at a foreclosure sale. The lien has priority as allowed by AS 29.45.650(e).

5.41.120 - Enforcement.

- A. If tax is not paid when due, the City may enforce the payment of the tax, interest and any penalties by any method permitted by law, including but not limited to the lien and sale of property of the delinquent taxpayer, and a personal action against the delinquent taxpayer.

[Language added to Ordinance 1174 as introduced is bolded and highlighted. Language stricken from Ordinance 1174 as introduced is stricken through.]

- B. The City may bring an action for civil penalties for the violation of any provision of this Chapter. The City may seek injunctive relief from any violation or threatened violation of this Chapter.
- C. An action for injunctive relief may be brought notwithstanding the availability of any other remedy. Upon an application for injunctive relief and a finding of violation or threatened violation of a provision of this Chapter, the Superior Court shall grant the injunction. Each day that a violation continues is a separate violation.
- D. For the violation of any provision of this Chapter, the City may bring a criminal action without regard to whether any civil remedy is available or has been sought or obtained.

5.41.130 - Refund Procedure.

- A. A claim for refund of payment of raw fish tax which is made more than six months from the date on which the tax was paid or became due and payable is forever barred.
- B. A claim for refund of payment shall be made by filing with the City Manager or his or her designee a statement of claim, specifying the date the tax was imposed, the amount of protest or refund claimed and the basis upon which the claim for refund is made. The City Manager or his or her designee shall respond in writing within 30 days. If the City Manager or his or her designee does not respond within 30 days, the claim of refund or protest shall be deemed to be approved. The decision of the City Manager or his or her designee shall be the final decision of the City.
- C. Any appeal of the City's decision must be filed in the Superior Court for the State of Alaska in Cordova within 30 days of the final decision of the City Manager or his or her designee in accordance with the Alaska Rules of Appellate Procedure. Failure to file an appeal within the time period waives any claims to a raw fish sales tax refund.

5.41.140 –Regulations, Procedures, and Forms.

The City Manager may promulgate regulations, procedures, and adopt forms to implement, interpret, and apply the provisions of this Chapter.

5.41.150 - Record Keeping and Audits.

- A. It shall be the duty of every Buyer to keep and preserve suitable records of all sales of raw fish made, and such other books or accounts as may be necessary to determine the amount of tax for collection of which Buyer is liable under this Chapter, including records of daily sales, together with invoices of purchases and sales, bills of lading, bills of sale or other pertinent records and documents as will substantiate and prove the accuracy of a raw fish sales tax return. It shall be the duty of every Buyer to keep and preserve for a period of three years from the date of filing any return, all such books, invoices and other records as may be necessary, all of which shall be subject to examination by the City Manager or any authorized employee or agent thereof who is engaged in checking or auditing the records of any seller required to make a return under the provisions of this chapter.
- B. For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax collected or which should have been collected, the City Manager, or his or her duly authorized agent, may hold investigations and hearings concerning any matters covered by this chapter, and may examine any relevant books, papers, records or memoranda of any Buyer, and may require the attendance of any Buyer, or officer or employee of Buyer.

[Language added to Ordinance 1174 as introduced is bolded and highlighted. Language stricken from Ordinance 1174 as introduced is stricken through.]

The City Council shall have the power to issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda.

5.41.160 - Confidentiality of Fish Tax Returns.

Raw fish tax returns filed with the City for the purpose of complying with the terms of this Chapter and all data obtained from such returns shall be confidential and may only be disclosed to the taxpayer, the State of Alaska or the United States for tax enforcement purposes or in response to a court order. The City may publish or compile general data based on the information in the tax returns so long as the published or compiled information does not directly or indirectly identify any Buyer or Seller.

5.41.170- Tax Rulings.

- A. The City Manager or his or her designee may rule upon specific transactions upon request by a Seller or Buyer. The written ruling on a specific sale may be relied upon by the parties to that sale unless essential facts were not provided to the person making the ruling or the ruling is clearly contrary to the provisions of this Chapter.
- B. The City Manager or his or her designee shall take all steps necessary and appropriate to administer this Chapter which includes the authority to enter into payment plans for delinquent taxes, penalties and interest.

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

1st reading: April 3, 2019

2nd reading and public hearing: April 17, 2019

PASSED AND APPROVED THIS 19th DAY OF APRIL 2019.

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

[Language added to Ordinance 1174 as introduced is bolded and highlighted. Language stricken from Ordinance 1174 as introduced is stricken through.]

A memo from Susan Bourgeois, CMC, City Clerk

DATE: April 10, 2019

TO: Mayor and City Council, public

SUBJECT: Joint Resolution – Council Res 04-19-17

School Board President Barb Jewell reported to the City Council at the April 3, 2019 Regular Council Meeting that this resolution would be forthcoming. She and the School Board were of the opinion that a joint resolution of both bodies would speak more strongly about the grave impacts that the Governor's proposed budget would have on both the City and the School District. This Resolution was before the School Board at its Regular Board Meeting on April 10.

Recommended motion: Move to approve Resolution 04-19-17

Required action: Majority voice vote.



City of Cordova
A L A S K A



**JOINT RESOLUTION BETWEEN THE CITY COUNCIL OF THE CITY OF CORDOVA
AND
THE CORDOVA SCHOOL DISTRICT BOARD OF EDUCATION
OPPOSING GOVERNOR DUNLEAVY'S FY20 BUDGET PROPOSAL**

City of Cordova Resolution No. 04-19-17
Cordova School District Resolution No. 2019: 04

WHEREAS, on February 13, 2019, Governor Dunleavy released his FY20 draft State Budget which proposes \$1.6 billion in State funding cuts while appropriating nearly \$2 billion for Alaska Permanent Fund dividends; and

WHEREAS, Governor Dunleavy proposed eliminating all funding for the arts and public broadcasting, which could significantly impact KLAM Radio programming in Cordova. First airing in May 1954, KLAM is an important local news media outlet and the primary emergency alert provider in the City of Cordova; and

WHEREAS, Governor Dunleavy proposed more than \$300 million in cuts to K-12 education, which would effectively result in a loss of approximately \$1.2 million in State aid for the Cordova School District. To absorb these reductions, the Cordova School District would need to consider eliminating approximately twelve (12) of twenty-five (25) teaching positions within the District (48%), or the equivalent of 75 percent of instructional and operational support staff positions. Additional considerations would need to include the potential elimination or reduction of Pre-K and Kindergarten services, all after school athletic and academic activities, and physical education, art, CTE, and STEM programs; and

WHEREAS, the Governor's draft budget reduces State funding for the University of Alaska system by approximately 41 percent. The University of Alaska President has publicly stated that some university campuses likely would be closed if this reduction were put into effect. It is unclear how Prince William Sound College, a satellite campus of UAA and a critical partner in providing a yearly average of between 15-20 courses to more than 100 Cordova students, totaling over 450 cumulative credits earned by our students, will be impacted; and

WHEREAS, Governor Dunleavy's draft budget eliminates all funding for the School Bond Debt Reimbursement Program. The City of Cordova received approximately \$952,265 in reimbursements from the State of Alaska through this program in FY18 and anticipates receiving approximately \$926,143 in FY19 for projects planned and commenced years ago. The elimination of funding for this program significantly disrupts the City's long-term financing plans and support of important capital projects, thus further shifting costs to local taxpayers; and

WHEREAS, the Alaska Marine Highway System consists of a 3500-mile long system that comprises paved roads and waterways connecting 33 communities within the State and has provided essential transportation services in Alaska since 1963; and

WHEREAS, the Governor's proposal eliminates 75 percent of State funding for the Alaska Marine Highway System, an integral piece of infrastructure between coastal communities and economic hubs within the State. As a result, AMHS is no longer taking reservations past the end of September 2019, which will significantly impact economic opportunities and growth, including tourism, not only in these communities, but across Alaska, as a whole; and



City of Cordova
A L A S K A



WHEREAS, Governor Dunleavy's budget proposal diverts Fisheries Business Taxes from local communities to the State of Alaska. The City of Cordova has received more than \$5.9 million in shared raw fish taxes over the past five years, which is approximately half of the taxes collected by the State from fish processed in Cordova during that same time; and

WHEREAS, the Governor's proposed budget reduces healthcare funding statewide by 25.6 percent, or \$714 million. This reduction could significantly impact the Cordova Community Medical Center's ability to provide its current breadth of medical care and services to Cordova residents; and

WHEREAS, the impact of Governor's Dunleavy's proposed budget is a net loss of approximately \$5,678,847 to the City of Cordova in the areas of education cuts, shared fisheries taxes, school bond debt reimbursement loss, loss of Medicaid to the locally owned City hospital, Alaska Marine Highway System service reductions, negative impacts to the University of Alaska system, and loss of a variety of grant opportunities.

NOW, THEREFORE, BE IT RESOLVED, that Governor Dunleavy's Budget Proposal would irreparably harm Cordova's local economy by shifting state expenses onto local taxpayers and would reduce state funds that assist the District and City in providing for the educational needs of our students, the City Council of the City of Cordova and the Cordova School District Board of Education are resolute in strongly opposing the Governor's FY20 Budget Proposal.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Cordova and the Cordova School District Board of Education stand in favor of an incremental approach to balancing the State of Alaska budget and the development of a long-range fiscal plan that ensures a viable and predictable revenue landscape for the State.

This resolution shall be in effect upon adoption by the City Council of the City of Cordova and the Cordova School Board.

Passed and Approved by the City Council of the City of Cordova on April 17, 2019.

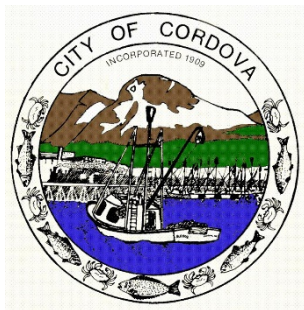
Clay R. Koplin, Mayor

Passed and Approved by the Cordova School District Board of Education on April 10, 2017.

Barb Jewell, Board President

ATTEST:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM 16
City Council Meeting Date: 4/17/2019
CITY COUNCIL COMMUNICATION FORM

FROM: Dean Baugh, Interim Finance Director
DATE: 4/10/2019
ITEM: FY19 Budget amendment for CIP and grant projects
NEXT STEP: Council approves Resolution 04-19-18

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: Amending the FY19 adopted budget for projects authorized and funded in FY18 and will continue into FY19.

II. RECOMMENDED ACTION / NEXT STEP: Council approves motion to approve the resolution which amends the FY19 adopted budget by \$398,075 to continue the approved CIP and grant projects.

III. FISCAL IMPACTS: Of the \$398,075 in the proposed amendment, \$93,000 is available in fund 401's cash reserves. Remaining projects are funded through reimbursable grants.

IV. BACKGROUND INFORMATION: This amendment authorizes staff to carry over from FY18 the remaining project and grant budgets for the following projects: Comprehensive Plan, PWS Economic Analysis, Library Continuing Ed, Code Blue match, Southern Region Match, UAA School Lease Pass through, Library PLAG 19, 20SHSP-GY16 Grant, 20SHSP-GY18 Grant, 20NOAA-GY18 Grant, 20EMPG-GY18 Grant, and ADEC Project 261411.

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-19-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING AMENDMENT TO THE FY19 BUDGET IN THE AMOUNT OF \$398,075
TO ACCOUNT FOR CIP CARRY FORWARD PROJECTS AND GRANT FUNDING**

WHEREAS, The City Council of the City of Cordova has adopted the City Operating Budget and appropriated funds for FY 19 for the period of January 1, 2019 to December 31, 2019; and

WHEREAS, The City of Cordova had ongoing projects in FY18 that have continued into FY19, and as of March 2019, the reserve balance in fund 401 is \$93,000 and the funds will be appropriated in these amounts into these following line items:

Funding Source	Account	Description	Amount
401 Cash Reserves	401-423-59240	Comprehensive Plan	\$74,065
401 Cash Reserves	401-802-55365	PWS Economic Analysis	\$14,021
401 Cash Reserves	401-400-51190	Library Continuing Ed	\$1,000
401 Cash Reserves	401-443-59186	Code Blue match	\$2,000
401 Cash Reserves	401-443-59220	Southern Region Match	\$1,250
Lease payments	401-400-51160	UAA school Lease Pass through	\$20,767
Grant funding	401-400-51188	Library PLAG 19	\$7,000
Grant funding	401-443-59216	20SHSP-GY16 Grant	\$14,653
Grant funding	401-443-59217	20SHSP-GY18 Grant	\$139,374
Grant funding	401-443-59218	20NOAA-GY18 Grant	\$49,200
Grant funding	401-443-59204	20EMPG-GY18 Grant	\$9,000
Loan Funding	654-430-52150	ADEC Project 261411	\$65,745
			\$398,075

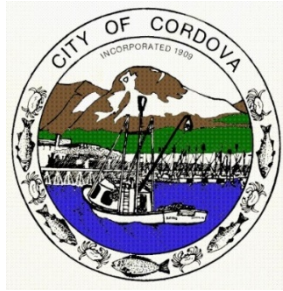
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby authorizes amendment to the FY19 Budget in the amount of \$398,075 for the CIP projects listed above.

PASSED AND APPROVED THIS 17th DAY OF APRIL 2019.

Clay R. Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk



Agenda Item # 17 Ordinances and Resolutions
City Council Meeting Date: 4/17/2019
City Council Communication Form

FROM: Alan Lanning, City Manager

DATE: 4/17/2019

ITEM: Resolution 04-19-19

ACTION: Approve the Collective Bargaining Agreement by and between the City of Cordova and IBEW Local Union 1547

☐ Ordinance
☒ Resolution

☐ Motion
☐ Information

- I. **REQUEST OR ISSUE:** Approval of the Collective Bargaining Agreement and following Article modifications recently negotiated and agreed upon, between the City and IBEW Representatives.
- II. **RECOMMENDED ACTION:** Approval of Resolution 04-19-19
- III. **FISCAL IMPACTS:** A 2% pay increase, which was included and approved in the 2019 Budget. Minimal fiscal impacts are reflected in Section 15.4.6 Compensation During Acting Appointments; Section 15.4.7 Longevity Pay; Section 18.2 Annual Leave Accrual Rate and the Wage Appendix and Increase Schedule.
- IV. **BACKGROUND INFORMATION:** The May 1, 2015 through April 30, 2018 Collective Bargaining Agreement was extended for one year. Negotiations began in February 2019 with the goal of agreeing upon a 3-year contract.
- V. **LEGAL ISSUES:** Section 4.1 Membership in the Union addresses the recent United States Supreme Court Ruling of June 27, 2018: *Janus v AFSCME* that declared union security clauses unenforceable in the public sector.
- VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** none
- VII. **SUMMARY AND ALTERNATIVES:** none

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

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

WHEREAS, the collective bargaining agreement was extended for a term of one (1) year from May 1, 2018 through April 30, 2019; and

WHEREAS, the recent negotiations through mutual good faith bargaining, resulted in a three (3) year contract to commence on May 1, 2019 and to continue in full force and effect through midnight, December 31, 2021, becoming effective upon ratification by the bargaining unit and the Cordova City Council; and

WHEREAS, the purposes of this Agreement are to set forth herein agreed upon wages, hours and other terms and conditions of employment as established during the 2018 and 2019 negotiations; and

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

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby approves the 2019 COLLECTIVE BARGAINING AGREEMENT, as presented.

PASSED AND APPROVED THIS 17th DAY OF APRIL 2019

Clay R. Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

City of Cordova Contract Changes
Modifications Summary from 2018 and 2019 changes
(changes in red)

Articles/Sections modified:

Section 4.1 Membership In The Union March 2019 Letter of Agreement

Section 8.1.2 Probationary Employee 2018 Extension

Section 11.3 Employee Safety 2019 Negotiations new language

Section 11.4 Joint Safety Committee 2019 Negotiations new language

Section 12.6 Unsatisfactory Evaluation 2018 Extension

Section 13.12 Notice of Discipline or Discharge 2019 Negotiations new language

Section 13.4 Demotion Without Prejudice 2018 Extension

Section 14.3.2 Step 2 – Written Grievance and Filing 2019 Negotiations

Section 15.1 Pay Rates 2018 Extension and 2019 Negotiations

Section 15.4.6 Compensation During Acting Appointments 2018 Extension (new language in 2018 and subsequent grievance resolution)

Section 15.4.7 Longevity Pay 2019 Negotiations new language

Section 16.5 Recognized City Holidays 2018 Extension

Section 17.2 Insurance and Medical Benefits 2018 Extension

Section 17.2.1 Premium Co-payments 2019 Negotiations

Section 17.4 Joint Health Care Committee 2019 Negotiations

Section 18.2 Annual Leave Accrual Rate 2019 Negotiations

Section 18.7 Annual leave Use 2018 Extension

Section 18.20 Purpose of Sick Leave 2019 Negotiations

Section 18.25 Death in Immediate Family 2018 Extension

Section 20.1 Duration 2018 Extension and 2019 Negotiations

Section 20.1.1 Opening Period 2018 Extension and 2019 Negotiations

Wage Appendix and Increase Schedule 2019 Negotiations

Section 4.1. Membership in the Union March 2019 Letter of Agreement

~~From the effective date of this Agreement through termination date, all employees covered by this Agreement shall, as a condition of continued employment, either be or become a member of the Union and pay all uniformly imposed Union dues and assessments, or pay a service fee to the Union certified by the Union's Manager pursuant to AS 23.40.110(b)(2) ("Mandatory Deductions"). Employees have the right to join or not join as they see fit. Employees may choose not to participate in union matters.~~

- A. All employees covered under the terms of this Agreement who are not already Union members may make application to join the Union as a full member or become an agency fee payer.
- B. A business representative or shop steward will be allowed to meet with all newly hired bargaining unit employees, without charge to the pay or leave time of the employees, for a minimum of 60 minutes, within 7 calendar days from the date of hire, in a new employee orientation.
- C. Questions regarding Union membership and dues payments will be directed to the Union.
- D. The Employer agrees that it will not disclose home addresses, personal telephone number(s), personal cell phone number(s), or personal e-mail address(es) of any employees for the purpose of undermining the Union.
- E. Nothing in this Agreement prohibits the Union from charging a nonmember for the cost of a grievance and/or arbitration filed at the request of the nonmember.

Sec. 8.1.2 Probationary Employee 2018 Extension

- a) One who has been hired for regular employment but who has completed less than six (6) months continuous service (or a longer period when required by state or federal certification standards or when the probationary period is extended by the City).
- b) All police officers must serve a twelve (12) month probationary period. ~~All employees hired to fill a regular position are considered probationary employees for the first six (6) months~~ (or longer when required for state or federal certification or when the probationary period is extended by the City).
- c) Probationary employees may be disciplined or dismissed at any time during the probationary period in the sole discretion of the City. During the initial probationary period, the employee serves "at will" and may be dismissed at any time for any reason at the City's sole discretion.
- d) Fringe benefits and seniority shall accrue during the probationary period. Time served as a temporary employee shall count toward the probationary period as specified in Sec. 8.1.5 (Classification Transfer - Temporary Employee). The probationary period may be extended by mutual agreement of the City and Union.

ARTICLE 11 - EMPLOYEE DEVELOPMENT AND SAFETY PROGRAM

Section 11.3 Employee Safety 2019 Negotiations

- a) All parties acknowledge and agree that employee safety and safety to the community must be a priority in the conduct of work and performance of services by employees and the City. Employees agree to abide by safe working practices and to execute their work in a safe and proper manner. Employees further agree to abide by safety rules adopted by the City.
- b) The City acknowledges its obligations under the Occupational Health and Safety Act of 1970 ("Act") to furnish employees with employment and working conditions free from recognized
City of Cordova Collective Bargaining Agreement Summary of Changes from 2018 and 2019

hazards that are causing or likely to cause death or serious physical harm and agrees to comply with applicable occupational safety and health standards promulgated under this act.

- c) The employees similarly acknowledge their responsibility under this Act to comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to their own actions and conduct.
- d) There shall be a formal safety meeting held once per month for all employees, not to exceed one (1) hour.
- e) The City shall furnish such safety devices and first-aid kits as may be needed for the safety and proper emergency medical treatment of the employees.
- f) The City will conduct annual First Aid and CPR Training for all employees to be scheduled during normal working hours.
- g) When any work is being done in a manhole, there shall be a man stationed at the street level as a safety measure when working conditions warrant. When any work is being done in a manhole, all employees will have appropriate confined space training per OSHA regulations.
- h) When it is necessary to impound a vehicle, two employees will be dispatched for each impound. If an arrest is associated with the impound, a police officer will also attend.
- i) When required to use a man-lift (man-basket) in traffic areas, there will be one man on the ground for traffic and pedestrian management.
- j) The City will provide appropriate respiratory protective face masks and a respiratory plan per OSHA regulations.
- k) Public Safety Officers will be provided the appropriate protective gear. The City will review recommendations, specific to law enforcement, made by the Joint Safety Committee. The City will provide a written response to the Committee on each recommendation.
- l) The City agrees to provide adequate toilet and washroom facilities for all employees covered by this Agreement.
- m) In cold or inclement weather, the City will provide appropriate access to either a heated truck cab or other heated area as necessary.
- n) No employee shall be required to perform work in an unsafe fashion or in unsafe working conditions.
- o) The Union agrees to cooperate with the City by encouraging and holding Employees accountable to observe and comply with applicable safety laws, regulations, and workplace rules. All ladders
City of Cordova Collective Bargaining Agreement Summary of Changes from 2018 and 2019

and other tools and equipment/vehicles provided by the City must be kept in good repair and inspected twice per year.

Section 11.4 Joint Safety Committee 2019 Negotiations

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

Section 12.6. Unsatisfactory Evaluation 2018 Extension

Employees who receive a less than satisfactory rating, as determined by the City Manager, on their annual evaluation shall not be eligible to receive a step increase, and may be subject to progressive discipline, demotion or termination. Employees who receive a less than satisfactory rating will receive a re-evaluation within 60-calendar days in order to be eligible to receive their step increase.

Section 13.12 Notice of Discipline or Discharge 2019 Negotiations

The City will notify the Union (either Business Representative or Steward) of all discipline or discharges. If circumstances warrant immediate action and the Business Representative and/or Steward cannot be notified prior to the discipline or discharge, the City will notify the Union within one (1) working day of the discipline.

Section 13.4. Demotion Without Prejudice 2018 Extension

Demotion without prejudice shall not be considered a punitive action. The City may demote an employee without prejudice for any of the following reasons:

- a) Inability to perform duties adequately for reasons that are not the fault of the employee such as physical or functional disability (however, the City and the Union agree to comply with all laws such as the Americans with Disabilities Act), lack of necessary qualifications or lack of ability.
- b) Layoff because of lack of work or funds, or abolition or consolidation of positions. When employees are laid off, the City may consider the advisability of demoting to vacant positions in lower classes for which an employee selected for layoff is qualified.

Sec. 14.3.2 Step 2 – Written Grievance and Filing 2019 Negotiations

All written grievances shall be presented to the City Manager or his/her designee as soon as practicable after the occurrence upon which the grievance is based, but in no event later than five (5) working days of receiving notice of the discharge if the grievance is a termination grievance, or ten (10) working days of receiving notice of discipline if the grievance arises from other causes. Failure to submit the written grievance within such periods shall constitute a bar to further action thereon. All grievances from suspensions of more than three (3) days, and termination shall be initiated with the City Manager at Step 4 of the grievance procedure.

Section 15.1. Pay Rates 2018 Extension

Effective May 1, ~~2015~~2018, there shall be an increase in the overall wage rate of ~~three-two and one-half~~ percent (32.5%).

Section 15.1. Pay Rates 2019 Negotiations

Effective May 1, ~~2015~~2019, there shall be an increase in the overall wage rate of ~~three-two~~ percent (32%).

~~Effective May 1, 2016, there shall be an increase in the overall wage rate equal to one hundred percent (100%) of the Anchorage CPI-U, as measured from January 1, 2015 to December 31, 2015. In no event will the increase exceed three and one half percent (3 1/2%) nor be less than one and one half percent (1 1/2%).~~

~~Effective May 1, 2017, there shall be an increase in the overall wage rate equal to one hundred percent (100%) of the Anchorage CPI-U, as measured from January 1, 2016 to December 31, 2016. In no event will the increase exceed three and one half percent (3 1/2%) nor be less than one and one half percent (1 1/2%).~~

Effective January 1, 2020, there shall be an increase in the overall wage rate of two percent (2%).

Effective January 1, 2021, there shall be an increase in the overall wage rate of two percent (2%).

Section 15.4.6 Compensation during acting appointments 2018 Extension

When a full-time employee is temporarily assigned to a bargaining unit position or non-bargaining unit position with a higher pay range and assumes all duties of the higher position in situations such as vacancies, he or she shall be paid at the first step of the higher pay range, or he/she shall be granted a one step pay increase, whichever is higher, for the full period worked in the temporary assignment. An employee who is temporarily assigned to a position with a lower pay range, for any period, shall not receive a reduction in pay. Such acting appointments shall not exceed six months.

Section 15.4.6 Compensation during acting appointments (modified per grievance resolution)

When a full-time employee is temporarily assigned to a bargaining unit position or non-bargaining unit position with a higher pay range and assumes all duties of the higher position in situations such as vacancies due to compensated absences or vacant positions, he or she shall be paid 115% of their current hourly rate at the first step of the higher pay range, or he/she shall be granted a one step pay

~~increase, whichever is higher, for the full period-all hours~~ worked in the temporary assignment. An employee who is temporarily assigned to a position with a lower pay range, for any period, shall not receive a reduction in pay. Such acting appointments shall not exceed six months.

Sec. 15.4.7 Longevity Pay 2019 Negotiations

Regular employees shall receive longevity pay per the following:

- Beginning 10th year of service through 14th year of service: \$50.00 per month
- Beginning 15th year of service through 19th year of service: \$100.00 per month
- Beginning 20th year of service and beyond: \$150.00 per month

Longevity shall be computed on the Length of Service Date.

Section 16.5. Recognized City Holidays 2018 Extension

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

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

- * An employee's birthday shall be observed on a workday mutually agreed to by the employee and their supervisor within the month in which the birthday falls.
- * With consent of the employee and approval of the supervisor or manager, an alternate day to the recognized holiday may be designated within the same pay period. This shall not result in an employee receiving duplicate holidays, nor can an employee be required to change when a holiday is observed.

*

Section 17.2. Insurance and Medical Benefits 2018 Extension

All regular full-time and regular part-time employees covered by this Agreement will be offered enrollment in the City's health and life insurance program. Each eligible employee who chooses to participate, with his or her spouse and unmarried dependent children, shall be covered by the group policy in accordance with the terms of the policy. The City will not duplicate medical insurance where an

employee's spouse is employed and covered under the Cordova Community Hospital's program. All benefits, limitations, exclusions and other coverage provisions will be subject to the terms and conditions of the Health Insurance Contract that is in effect and issued to the City of Cordova. Benefits, limitations, exclusions and other coverage provisions are provided to the employee in the Health Insurance booklet. Regular part-time employees will have the cost of their insurance coverage pro-rated according to hours worked. When a regular full-time or regular part-time employee is on leave without pay for longer than ten (10) consecutive working days as authorized in Section 18.14 Leave Without Pay, the employee is responsible for payment of all health and life insurance premiums. The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1984 and all pertinent amendments thereto govern the rights of employees to health insurance after termination of employment.

Sec. 17.2.1 Premium Co-payments 2019 Negotiations

~~As of May 1, 2012, the City will contribute the following dollar amounts per employee per month for insurance coverage for the employee and eligible dependents. Any increase or decrease in the health insurance premium rates beyond those specified will be borne equally by the City and the employee.~~

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

Premium as of May 1, 2012:

<u>Monthly Coverage</u>	<u>Contribution of EmployeeCity</u>
Employee	\$ 526.87 <u>153.38</u>
Employee/Spouse	\$ 1,491.75 <u>339.99</u>
Employee/Child(ren)	\$ 990.75 <u>246.68</u>
Family	\$ 1,657.25 <u>431.57</u>

In the event the City's health plan no longer qualifies as a self-funded plan, the City will provide written notice to the Union and the parties will meet to negotiate any changes within 60 calendar days.

Section 17.4 Joint Health Care Committee 2019 Negotiations

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

Section 18.2. Annual Leave Accrual Rate 2019 Negotiations

a) For employees hired before January 1, 2000, the annual leave accrual rates shall be as follows:

- Eight (8) hours per month for zero to two years service (2.4 weeks/year). Twelve (12) hours per month for two but less than three years service (3.6 weeks/year). Sixteen (16) hours per month for three but less than six years service (4.8 weeks/year).
 - Twenty (20) hours per month for six years or more service (6 weeks/year).
- b) For employees hired on or after January 1, 2000, effective May 1, ~~2015-2019~~ the annual leave accrual rates shall be increased as follows:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Years of Service</u>	<u>Annual Accrual</u>
0	12 Days	8	22 Days
1	12 Days	9	22 Days
2	16 Days	10	22 Days
3	16 Days	11	22 Days
4	16 Days	12	26 Days
5	16 Days	13	26 Days
6	22 Days	14	26 Days
7	22 Days	15	26 Days

<u>Years of Service</u>	<u>Annual Accrual</u>
<u>0 through 2 years of service</u>	<u>12 days</u>
<u>3 through 5 years of service</u>	<u>18 days</u>
<u>6 through 11 years of service</u>	<u>24 days</u>
<u>12+ years of service</u>	<u>28 days</u>

Section 18.7. Annual Leave Use 2018 Extension

Annual leave may be used upon completion of ~~twelve (12) months of service with the City the probationary period.~~ However, the City Manager may grant an employee early annual leave due to extraordinary circumstances.

Section 18.20. Purpose of Sick Leave 2019 Negotiations

Accumulation of sick leave is allowed primarily for the purpose of providing an employee with an economic cushion to be used in event of the employee's or employee's family illness or quarantine. However, it may also be used for other purposes as set forth in Sections 18.21 and 18.22 of this Agreement.

Section 18.25. Death in Immediate Family 2018 Extension

A regular employee is eligible for paid bereavement leave, not to exceed five (5) days, upon the death of his or her immediate family. Family members are defined as the employee's spouse or the following relatives of the employee or spouse: Child (natural, step-child, legally adopted, foster, and in loco parentis children), parent or step-parents, brothers, sisters, grandparents, grandchildren, or legal wards. ~~parents-in-law, spouse, father, mother, brother, sister, son, daughter, stepchildren, step-parents and grandparents.~~

Section 20.1. Duration 2018 Extension

This Agreement shall become effective upon ratification by the bargaining unit and Cordova City Council and shall continue in full force and effect through midnight, April 30, ~~2018~~2019.

Section 20.1. Duration 2019 Negotiations

This Agreement shall become effective upon ratification by the bargaining unit and Cordova City Council and shall continue in full force and effect through midnight, ~~December 31, 2021~~April 30, 2019.

Section 20.1.1 Opening Period. 2018 Extension

Either party desiring to terminate, add to, or modify the terms of the Agreement shall, between February 1 and February 28 in the year of the expiration date of the Agreement, notify the other as to this intention. In the event no notice is timely received the Agreement shall renew and continue in full force and effect from year to year thereafter. Nothing herein shall prevent the parties from mutually agreeing to commence bargaining for a successor agreement at an earlier date. After negotiations have commenced, this Agreement will remain in full force and effect so long as the parties continue to bargain together in good faith.

Section 20.1.1 Opening Period. 2019 Negotiations

Either party desiring to terminate, add to, or modify the terms of the Agreement shall, between ~~February~~ October 1 and ~~February 28~~October 31 in the year of the expiration date of the Agreement, notify the other as to this intention. In the event no notice is timely received the Agreement shall renew and continue in full force and effect from year to year thereafter. Nothing herein shall prevent the parties from mutually agreeing to commence bargaining for a successor agreement at an earlier date. After negotiations have commenced, this Agreement will remain in full force and effect so long as the parties continue to bargain together in good faith.

INSERT WAGE APPENDIX HERE 2019 Negotiations

PAY LEVEL BEGINS WHEN EMPLOYEE COMPLETES NUMBER OF MONTHS OF SERVICE IDENTIFIED BELOW.

~~IF HIRED OR PLACED BY MERIT INCREASE AT LEVELS 1, THIRY MONTHS MUST PASS PRIOR TO OBTAINING NEXT MERIT BASED INCREASE.~~

~~IF HIRED OF PLACED BY MERIT INCREASE AT LEVELS 2-5 TWENTY FOUR MONTHS MUST PASS PRIOR TO OBTAINING NEXT MERIT BASED INCREASE.~~

AT STEP LEVEL 6 ONE YEAR MUST PASS BEFORE FINAL TENURE BASED INCREASE TO MAX WAGE IS APPROVED. MERIT INCREASES SHALL OCCUR WHEN APPROVED.

STEP SYSTEM:

LEVEL 1 – AFTER COMPLETION OF	6 MONTHS OF SERVICE
LEVEL 2 – AFTER COMPLETION OF	36-24 MONTHS OF SERVICE
LEVEL 3 – AFTER COMPLETION OF	60-36 MONTHS OF SERVICE
LEVEL 4 – AFTER COMPLETION OF	84-48 MONTHS OF SERVICE
LEVEL 5 – AFTER COMPLETION OF	108-60 MONTHS OF SERIVCE
LEVEL 6 – AFTER COMPLETION OF	132-72 MONTHS OF SERVICE
LEVEL 7 – AFTER COMPLETION OF	144-84 MONTHS OF SERVICE



AGENDA ITEM # 18
City Council Meeting Date: 4/17/19
CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff
DATE: 3/27/19
ITEM: Proposal for Lots 3 & 4, Block 6, Original Townsite (COHO Building and Lots)
NEXT STEP: Review Proposal and Possibly Award Property

☐ ORDINANCE
☐ RESOLUTION

☐ INFORMATION
☒ MOTION

I. REQUEST OR ISSUE:

Requested Actions: Review proposal
Legal Description: Lots 3 & 4, Block 6, Original Townsite
Property Address: 604 First Street
Area: 5,000 sq. ft.
Zoning: Central Business District
Attachments: Proposal Packet (The packet distributed to potential proposers)
Proposal from Cordova Telecom Cooperative

The request for proposals for this property began February 8th and ended March 11th at 10 AM. The city received one proposal for the property. Attached is the full proposal packet and the proposal.

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

II. RECOMMENDED ACTION / NEXT STEP: “I move to approve the proposal from Cordova Telecom Cooperative for Lots 3 & 4, Block 6, Original Townsite.

III. FISCAL IMPACTS: The purchase price will reimburse the city for expenses of maintaining the building and delinquent property tax.

IV. BACKGROUND INFORMATION:

12/11/18 – At the Planning Commission Regular Meeting, the commission recommended City Council dispose of the property by requesting sealed proposals. From the minutes of the meeting:

M/Bolin S/Lohse to recommend to City Council to dispose of Lots 3 & 4, Block 6, Original Townsite as outlined in Cordova Municipal Code 5.22.060 B by requesting sealed proposals to lease or purchase the property.

Bolin said that the property was costing city money for insurance, fuel, and manpower. He has heard of interest in the property. **Lohse** agreed that it should be disposed sooner rather than later. **Stavig** said that prior to the property being foreclosed and the determination of council that it did not serve a public purpose there had been interest in the property from multiple parties. **Pegau** said that there was a process that was being circumvented.

Baenen said that he wanted to just have it go to sealed bids. He understood that the money from the purchase goes to the original owner. **McGann** said that they have a land disposal criteria that weighs heavily towards the purchase price.

Upon voice vote, motion passed 5-1.

Yea: McGann, Pegau, Bolin, Bird, Lohse

Nay: Baenen

Absent: Roemhildt

12/19/18 – At the City Council Regular Meeting, the council directed the City Manager to request sealed proposals. Below is a summary of what occurred:

M/Schaefer S/Guard to dispose of Lots 3 & 4, Block 6, Original Townsite as outlined in Cordova Municipal Code 5.22.060 B by method 2. requesting sealed proposals to lease or purchase the property.

Schaefer said, just like what we said a minute ago – sell it. **Guard** said I am concurring with Planning Commission's recommendation.

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

3/20/19 – At the Planning Commission Special Meeting, the commission recommended City Council approve the proposal from Cordova Telecom Cooperative. Below is a summary of what occurred:

M/Roemhildt S/Bird to recommend City Council approve the proposal from Cordova Telecomm Cooperative for Lots 3 & 4, Block 6, Original Townsite.

Roemhildt said he thought the proposal was put together well. **Bird** agreed. She verified that the narrative about poor parking was at CEC's current location. **Lohse** liked how well-written and easy to understand the proposal was. **Pegau** said he was happy that the building wasn't going in the burn pile. He said it was useful to see what CTC thought the real cost to develop the lot would be.

Lohse said he was curious how the apartments in the building fit in with city planning. **Stavig** said that as far as the zoning went, residential uses are allowed. CTC will have to have a plan review through the State Fire Marshall and that will be a part of it. The Central Business District does not have parking requirements. **McGann** said that he was encouraged by some of the things that have come up at the Comprehensive Plan meetings that the proposal addresses.

McGann said each commissioner would submit their criteria to **Stavig** to keep as a part of the record, but they should each share their general thoughts related to the criteria. **Bird** said she liked the effort into meshing the building with the current architecture. She said she would have liked to see a higher purchase price, but with the cost of developing the lot, she understood why it wasn't. **Lohse** agreed and said the proposal scored high in all the categories. **Roemhildt** said that he liked the apartments and the business

component. He said that if there were other proposals with higher purchase prices, then it would have scored relative to the others. **Stavig** said, in regard to the purchase price, the city could only be reimbursed for the delinquent property tax and costs to maintain the building. **Pegau** said he really liked the aesthetics, but it was just a relocation of an existing business. **McGann** said he was really encouraged with the intent to partner with Cordova Electric. **Bird** said she thought there was the potential to add new business with the incubation area.

Upon voice vote, motion passed 5-0.

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

Absent: **Baenen, Bolin**

Applicable Code:

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

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

Section 18.29.020 – ZONING – CENTRAL BUSINESS DISTRICT – Principal permitted uses.

The following uses are permitted in the CBD zone: All limited uses in the B district, except that off-street parking shall not be required as specified in Chapter 18.48.

Section 18.28.010 – ZONING – B BUSINESS DISTRICT – Permitted uses.

The following uses are permitted in the B district:

- A. All uses permitted in the R districts;*
- B. Retail stores and retail service shops of all kinds, banks, offices, hotels and restaurants;*
- C. Theaters, bowling alleys, assembly halls, funeral parlors;*
- D. Gasoline service stations, automobile repair garages, printing, laundry and dry-cleaning establishments employing not more than ten persons for operations, other than clerical and delivery;*
- E. Required off-street parking;*
- F. Accessory buildings and uses;*
- G. Other buildings, uses or services similar, as determined by the city planning commission, to the uses listed in this chapter in the type of services or goods sold, in the number of persons employed, in the number and types of vehicles attracted to the premises and in the effect upon adjacent areas.*

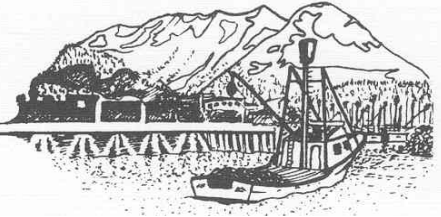
The proposed mixed-use, commercial building is a permitted use in the Central Business District.

V. **LEGAL ISSUES:** This is a foreclosed property that will require legal review.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

VII. **SUMMARY AND ALTERNATIVES:** City Council could choose to not approve the proposal.

CITY OF CORDOVA



Request for Proposals (RFP) for Lots 3 & 4, Block 6, Original Townsite (COHO Building and Lots)

The City of Cordova (the “City”) is proposing to sell Lots 3 & 4, Block 6, Original Townsite (the “Property”). Each lot is 2,500 square feet, and zoned Central Business District. The City is soliciting proposals for the purchase and development of the Property. **Proposals are due March 11th, 2019 at 10 AM.** Proposals received after March 11th, 2019 at 10 AM will not be considered.

INFORMATION TO PROPOSERS

The fair market value of the Property is **\$52,000.00** and will be the **minimum price** that the City will accept for the Property. If the successful proposal amount is greater than the minimum price, the winning proposal amount shall be the amount paid.

The City is disposing of the Property **AS-IS** and in its present condition by quitclaim deed, without any representations or warranties whatsoever, whether express, implied, or statutory, and subject to any liens and encumbrances of record, including, without limitation, unpaid IRS tax liens. It is the responsibility of the proposer to understand all conditions of the Property. The building on the Property contains personal property left by one or more prior occupants or owners of the Property. The City makes no representations or warranties, whether express, implied, or statutory, with respect to the right, title, or interest in and to any personal property remaining in the building at the time of the disposal, and the winning proposer shall take subject to the rights and equities of the owner of the personal property, if any. The successful proposer shall agree to indemnify and hold the City harmless of any claims relating to, concerning, or arising from the personal property, including any reasonable attorney’s fees incurred by the City. Several interested parties have approached the City about the possibility of purchasing some of the personal property in the building. A list of these parties will be provided to the winning proposer.

The proposer shall be responsible for all fees and costs the City incurs in connection with the disposal, including without limitation costs of appraisal, title reports, attorney’s fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per Cordova Municipal Code (“CMC”) 5.22.100.

The attached purchase and sale agreement will be negotiated with the proposer that is awarded the Property. The attached agreement is for informational purposes only. The City reserves the right to include new or additional terms, remove terms, or modify any terms contained in the draft agreement.

All proposals shall include a deposit of **\$5,200.00, or ten percent (10%) of the proposal amount, whichever is greater.** In the event that a proposer is not awarded the Property, the City will reimburse the deposit to the proposer. The deposit from the winning proposer will be credited towards the costs associated with the disposal, even if the disposal is not completed. In the event the successful proposer subsequently withdraws or otherwise abandons its proposal, the City will retain the proposer’s entire deposit.

Proposers must comply with the provisions of the attached chapter of City Code for the **Central Business District**. Proposer must comply with all applicable zoning requirements.

Main Street is a State-owned road. Proposer must comply with all Alaska Department of Transportation requirements.

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

The City will consider all proposals for the property subject to any applicable laws and regulations, including CMC Chapter 5.22.

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

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

ADDITIONAL REQUIRED INFORMATION

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

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

ATTACHMENTS

Attachment A: Criteria used when evaluating each submitted proposal.
Attachment B: Location maps showing the subject Property with a scale.
Attachment C: The Property parcels with measurements.
Attachment D: Cordova Municipal Code – Central Business District
Attachment E: Draft Purchase and Sale Agreement

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by March 11th, 2019 at 10 AM.

Property: Lots 3 & 4, Block 6, Original Townsite

Name of Proposer: _____

Name of Organization: _____

Address: _____ Phone #: _____

_____ Email: _____

Proposed Price \$ _____

SUBMITTAL OF PROPOSAL

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

Or email proposals to planning2@cityofcordova.net. The email subject line shall be “Proposal for Lots 3 & 4, Block 6, Original Townsite,” and the proposal shall be attached to the email as a PDF file.

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

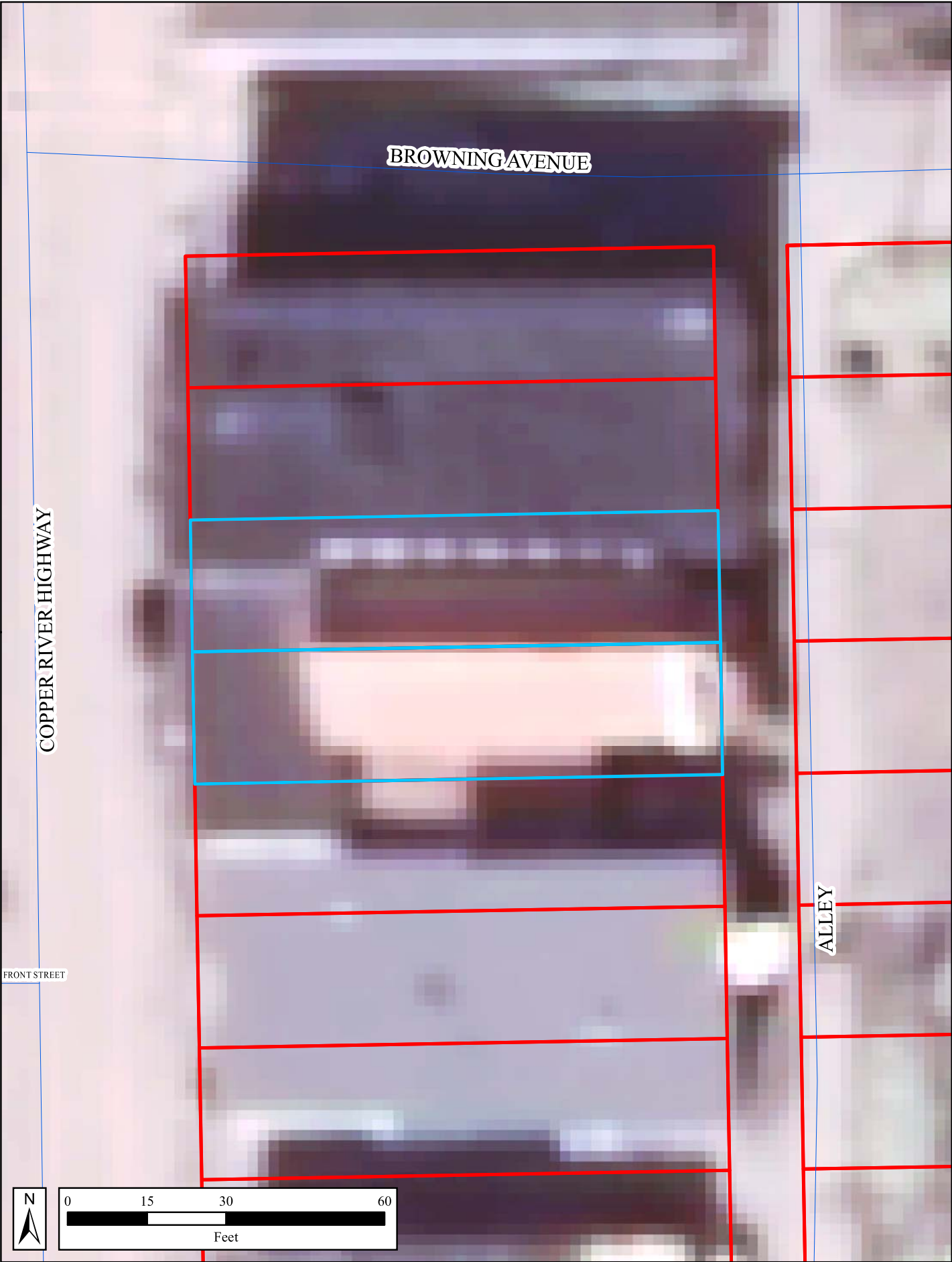
Proposals received after March 11th, 2019 at 10 AM will not be considered.

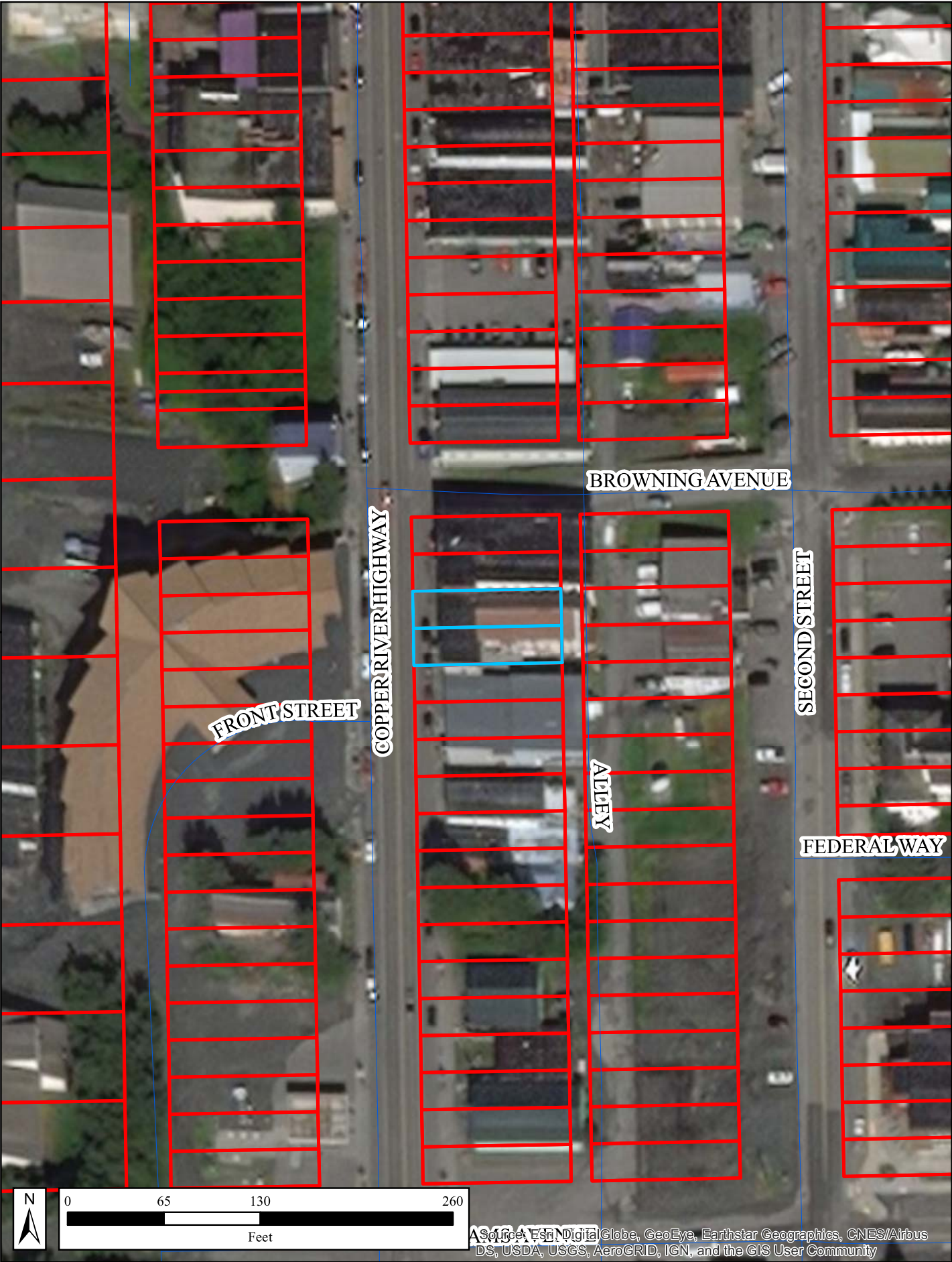
Attachment A

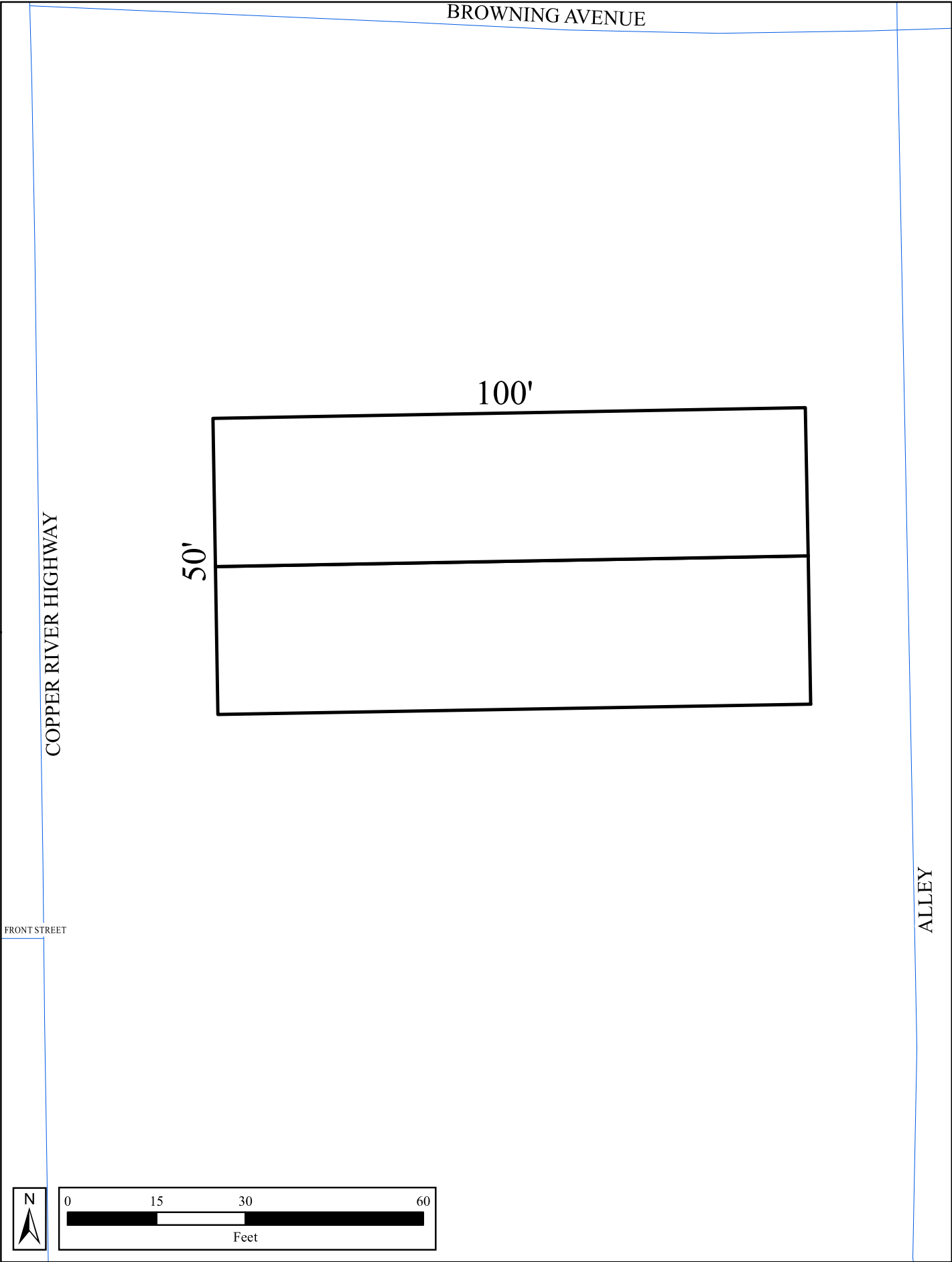
Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

Land Disposal Evaluation Criteria

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







Attachment D

Chapter 18.29 - CENTRAL BUSINESS DISTRICT

18.29.010 - Purpose.

The purpose of this district is to permit a variety of commercial, administrative, financial, civic, culture, residential, entertainment, and recreational uses in an effort to provide the harmonious mix of activities necessary to further enhance the central business district as a commercial and service center.

18.29.020 - Principal permitted uses.

The following uses are permitted in the CBD zone: All limited uses in the B district, except that off-street parking shall not be required as specified in Chapter 18.48.

18.29.030 - Building height limit.

The maximum building height in the B district shall be three stories or fifty feet; however, a building or structure thereafter erected, added to or otherwise constructed may be increased in height, provided the gross cubical content of such building or structure does not exceed the sum total of the area of the lot upon which it is to be erected multiplied by fifty.

18.29.040 - Yards.

- A. Every building or portion thereof in the B district which is designed, intended or used for any purpose permitted in an R district for any other residential or dwelling purpose shall provide yards as required in the R district; provided, that when the ground floor of any such building is used for any commercial purpose, no side yard shall be required except that there shall be a side yard along the side of every lot which is not bounded by an alley and which is bordering on property in an R district.
- B. Yards shall not be required otherwise, except that no building shall be erected nor shall any use of land be conducted so that the same will be closer than thirty feet to the center line of any street adjoining the lot.

18.29.050 - General conditions.

- A. All selling, dealing in or displaying of goods or merchandise by shops, stores or business shall be entirely conducted and located within a permanent building unless otherwise specifically excepted.
- B. No stores or businesses shall involve any kind of manufacturing, compounding, processing or treatment of products except that which is clearly incidental and essential to the authorized use and provided that:
 - 1. No more than ten persons are engaged in the manufacturing, compounding, processing or treatment of products or servicing and repairing of appliances, equipment, etc.;
 - 2. Not more than twenty percent of the ground floor area of any building shall be used for such purposes;
 - 3. Such operations or products are not objection— able due to odor, dust, smoke, noise, vibrations or other similar nuisances.
- C. All exterior walls of buildings hereafter erected, extended or structurally altered which face a street or property in an R district shall be designed, treated and finished in a uniform and satisfactory manner approved by the planning commission.

**** For informational purposes only. A final agreement will be negotiated between Seller and Purchaser at a later date. The City reserves the right to include new or additional terms, remove terms, or modify any terms contained in the draft agreement.

DRAFT PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of XXXXXXXXXXXX (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller" or the "City"), whose address is P. O. Box 1210, Cordova, Alaska 99574, and XXXXXXXXXXXX ("Purchaser"), whose address is XXXXXXXXXXXX.

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

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

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

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

1. Purchase and Sale. Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to that certain real Property located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, 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 XXXXXXXXXXXX and 00/100 Dollars (\$XXXXXXXXXXXX) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 11 below) as follows:

(a) A XXXXXXXX and 00/100 Dollars (\$XXXXXXXXXX) deposit received by Seller on _____, 2019;

(b) An additional down payment of One Thousand and 00/100 Dollars (\$1000.00) deposited with First American Title ("Title Company") upon execution of this Agreement.

Attachment E

(c) The balance of XXXXXXXX and 00/100 Dollars (\$XXXXXXX), together with all costs incurred by the City in connection with the sale of the Property, including Closing Costs, payable at Closing.

3. Property Development. Purchaser shall develop the Property for commercial use, consistent with plans submitted and approved by the Cordova City Council, attached hereto and incorporated herein as Exhibit B.

4. Title.

(a) Seller shall order from the Title Company, and shall deliver to Purchaser 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.

(b) 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, and any Internal Revenue Service liens, 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 his 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.

5. No Warranties. Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so). Purchaser agrees, represents, and warrants that except as expressly contained in this Agreement, no representations or warranties by or on behalf of Seller, express or implied, statutory or otherwise, are or have been made to the Purchaser as to the condition of the Property or improvements situated thereon, the contents thereof, any restrictions related to the development or use thereof, the applicability of any governmental requirements pertaining thereto, including but not limited to environmental requirements, the presence or absence of Hazardous Substances, presence of groundwater, the suitability or fitness thereof for any use or

purpose, the Property's compliance with federal, state and/or municipal laws, or any other matter or thing affecting or related to the Property in any way, and the Purchaser accepts the same IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. 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, statutory or otherwise. Seller has agreed to sell the Property on the terms specified herein in reliance upon the foregoing limitations of Seller's liabilities, which are material to Seller, and Seller would not have entered into this Agreement without such limitations.

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

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

7. 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 4, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

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

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

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

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

The conditions set forth in this Section 7(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.

Attachment E

(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 4, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

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

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

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

The conditions set forth in this Section 7(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.

(c)

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 Title Company itemizing and approving all receipts and disbursements made in connection with Closing.

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

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 they deem 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 18(m).

12. Closing Costs. Purchaser shall pay the fee for recording the Deed, the premium for the Title Policy, and for all fees and costs Seller incurred to third-parties in any way relating to the purchase and sale transaction involving the Property, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees. Purchaser shall bear the expense of his 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 14, "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's remedies shall be limited to, (i) terminating 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) enforcing Seller's obligations hereunder by a suit for specific performance, in which event Purchaser shall be entitled to such injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.

(c) In the event of a default by Purchaser hereunder, Seller shall be entitled, 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) Title Company can and will issue the Title Policy concurrently with the Closing.

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

(1) Deliver to Seller the Purchase Price, including all Closing Costs, after satisfying the prorations and adjustments to be paid by Seller pursuant to Section 10, if any.

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

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

(4) Deliver the Title Policy issued by Title Company to Purchaser.

16. Indemnification.

(a) General Indemnification. Purchaser shall defend, indemnify, and hold the Seller and its authorized representatives, agents, officers, and employees harmless

from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related in any way to the Property, the sale of the Property, or the contents of the Property, including claims relating to any personal property. This obligation shall survive closing.

(b) Environmental Release and Indemnification. The Seller makes no representation or warranty whatsoever, whether express, implied, or statutory, regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Property. Purchaser releases the Seller and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) that result from the presence, use, keeping, storage, or disposal of Hazardous Material in, on, or about the Property, or that arise out of or result from Purchaser's occupancy or use of the Property or the use or occupancy of the Property by Purchaser's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Property or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Purchaser agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Property, whether by Purchaser, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives, or any other party.

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

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

that are defined as “hazardous waste,” “extremely hazardous waste,” or a “hazardous substance” under any law or regulation.

This obligation shall survive closing.

17. General Provisions.

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

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

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

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

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

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

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

Attachment E

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

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

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

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

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

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

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

With copy to
Holly Wells, Esq.
Birch Horton Bittner & Cherot, PC
310 L. Street, Suite 700
Anchorage, Alaska 99501

Purchaser: XXXXXX
XXXXXX
XXXXXX

Escrow Agent: First American Title Insurance Company.
3035 C Street
Anchorage, Alaska 99503

Attachment E

Title Company: First American Title Insurance Company.
3035 C Street
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

[illegible]

The foregoing instrument was acknowledged before me this ____th day of _____, 2019, by Alan Lanning, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires:

Attachment E

PURCHASER: XXXXXXXXXXXXXXXX

By: _____
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

By: _____
XXXXXXXXXXXXXXXXXXXX

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 17th day of November 2015, by XXXXXXXXXXXXXXXX.

Notary Public in and for Alaska
My commission expires: _____

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 17th day of November 2015, by XXXXXXXXXXXXXXXX.

Notary Public in and for Alaska
My commission expires: _____

Attachment E

EXHIBIT A

Legal Description of the Property

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by March 11th, 2019 at 10 AM.

Property: Lots 3 & 4, Block 6, Original Townsite

Name of Proposer: Jeremiah Beckett

Name of Organization: Cordova Telecom Cooperative

Address: 611 2nd Street Cordova, AK 99574 Phone #: 907-424-2345

Email: administrator@ctcak.coop

Proposed Price \$ 52,000.00

SUBMITTAL OF PROPOSAL

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

Or email proposals to planning2@cityofcordova.net. The email subject line shall be "Proposal for Lots 3 & 4, Block 6, Original Townsite," and the proposal shall be attached to the email as a PDF file.

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

Proposals received after March 11th, 2019 at 10 AM will not be considered.



Proposal for Lots 3 & 4, Block 6, Original Townsite

**Prepared for:
City of Cordova**

**ATTN:
Planning Department**

**Presented:
March 2019**

CONFIDENTIAL



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Executive Summary

Cordova Telephone Cooperative, dba Cordova Telecom Cooperative (CTC), would like to submit its interest in acquiring Lots 3 & 4, Block 6, Original Townsite (the "Property"), also known as the CoHo building, as described in the City's Request for Proposals (RFP). CTC has been looking for opportunities to expand its facilities in a manner in which this property is ideally suited for, given CTC's current office location and the Cooperative's desire to have retail operations located on First Street.

CTC's initial plan is to build a three (3) story, multi-use, commercial building. The first floor could host retail office space facing First Street, as well as general office space and alley garage parking. On the second and third floors, the building could include multiple apartments, meeting and training rooms, and an innovative Cordova business incubation center- all of which would generate new local tax revenue for the city. The proposed business incubation center would provide a venue for new businesses to prosper and assist in creating long-lasting jobs in Cordova.

The proposed building would be aesthetically homogenous to the neighboring buildings and be designed with elements representing the local area. Behind the building, the existing satellite dish and fenced area could be removed to create an additional parking area and small green space.

CTC is proposing to purchase the existing building and lots at the fair market value of \$52,000.00. The forecasted cost to acquire and prepare the location for new construction is approximately \$200,000.00. There are liens on the property which amount to approximately \$64,000.00. Upon completion and settlement of these initial acquisitional tasks, CTC would embark on formal design and engineering services to plan out a commercial building with a development goal of opening the new facility within five years.

A new commercial facility in this location could add tremendous real-estate and community value to the downtown district, create new cooperative partnering opportunities, and stimulate economic growth in Cordova.





Proposal Offer

CTC would like to submit a proposal price of \$52,000.000 for Lots 3 & 4, Block 6, Original Townsite. This represents the fair market land value of the location and minimum bid required by the City of Cordova.

It is important to note that based on formal service quotes, the physical acquisition costs of the property itself will amount to approximately \$200,000.00

Estimated Acquisition Costs	
Description	Cost
1 Property Acquisition	\$ 52,000.00
2 Additional Closing Fees *	\$ 15,500.00
3 Hazmat Study	\$ 7,000.00
4 Building Asset Salvage	TBD
5 Demolition	\$ 120,000.00
6 Temporary Landscaping	\$ 5,000.00
Total costs	\$199,500.00

**Additional closing fees would include appraisal, title reports, attorney's fees and costs, surveying and platting, closing costs and escrow fees.*

In addition to the aforementioned acquisition costs, a limited liability report produced to CTC has produced legal costs that could be borne by the selected buyer. These costs amount to approximately \$64,000.00

Estimated Legal Costs	
Description	Cost
1 Liens	\$ 44,711.80
2 Lawyer Fees	\$ 10,000.00
3 Additional Fees	\$ 9,000.00
Total costs:	\$ 63,711.80

**Additional costs might include any penalties or interest accrued.*



If selected as the winning bidder, it is CTC's intent to conduct a formal hazmat study for safety concerns. After which, salvage crew would secure antiques, personal effects, and possible commercial assets from the building before demolition. These items would be offered at no cost to the prior owner and any remaining items would be donated to the museum and/or offered at public auction.

To reduce costs for the Cooperative and community, CTC would request and expect the City to provide a mutually agreeable discounted land fill flat rate for disposing of building debris ideally included as part of the purchase price.

Proposal Responses

Proposed Development

CTC plans to build a three (3) level, multi-use, commercial building which will include street level retail space and training/meeting rooms facing First Street. It will also house business and field personnel offices and feature alley-accessed garage parking. An incubation business center will be created within to provide low-cost, fully-equipped micro-offices for small businesses. Multiple residential apartments will also be located in the building.

The building will be aesthetically homogenous to the neighboring buildings and be designed with elements representing local history and culture. A roof overhang will protect the sidewalk and pedestrians below from the elements.

Complementing the new facility, and to support more employee parking, CTC would repurpose some of the existing property in the alleyway. The existing satellite dish and fenced area to the rear of the current CTC central office could be repurposed to create additional parking and green space between the two facilities. This will allow for more company and employee parking, an outdoor area with a picnic table for staff and visible green space for the community.

Facility Footprint

The proposed square footage of the development would be approximately 12,000 square feet. The facility would consist of a three (3) story building with each level measuring 40' x 100.

Below is an initial rendering of the proposed building created by an Alaskan architect.





Benefits to the Community

Ensuring this primely and centrally located real estate in Cordova is secured and developed by an established local business that is vested in and for Cordova is crucial to the community and sustainability of the property itself. CTC is a 40-year-old, Cordova-focused, community-owned cooperative that is in need of additional commercial property to support continued growth internally and strategically. CTC has the financial means, interests, and desire to expand our downtown Cordova facilities and this property is of significant interest to the Cooperative. Allowing CTC to develop this property will benefit the community financially and visually, allow for a diversification and revitalization of downtown, and would help foster a stronger sense of community overall. The following sections expand upon the benefits which could be created upon development of this property by CTC.

Business Growth

Cordova offers community members a unique lifestyle and access to some of the world's most pristine outdoor adventure and subsistence opportunities. A growing trend in America is the relocation of high-tech professionals from cities to smaller, more remote, locations (such as Cordova). These locations offer improved qualities of life while also allowing these individuals to work remotely through reliable high-speed internet services. The business incubation center which CTC is proposing would help reduce the costs of launching and operating new businesses in Cordova by providing open concept office space at a reduced price, price being one of the largest barriers to entry for any new business. Creating a new business incubation center that supports existing and new business professionals with modern offices and technology services to run their businesses from could stimulate Cordova's long-term growth and create opportunities for our next generation of youth.

Additionally, CTC is continuously searching for ways to strategically partner with our sister cooperative, Cordova Electric Cooperative (CEC). Due to the property's relative location to existing CTC and CEC services and its proximity to central community services, the property in question presents an ideal opportunity to set the stage for continued growth of our strategic partnership. In accordance with this priority, CTC and CEC are in continual discussions to transform our business operations in tandem and see the opportunity to centralize back office, field teams, and retail operations as a strategic step towards increased collaboration and cooperative unity.

The new facility could enable further operational alignment for retail operations, field operations, and back office work between our two local utility cooperatives. This could potentially reduce the amount of community member time and money spent for utility services while also ensuring enhanced communications amongst our utility providers. CTC and CEC field teams could have a common tech center in the new building for improved project, safety, and operations coordination which would also free up much needed datacenter space in the existing CTC building. Allowing for retail operations space to be shared by the two entities would improve community members access to our local cooperatives and foster better operational and strategic collaboration, resulting in stronger resource independence for Cordova while also making downtown a single stop shop for community members.



Financial

The proposed development would generate additional tax revenue for the city through commercial real-estate and apartment rentals. A business incubation center within, providing small-to medium-sized fully equipped offices with furniture, power, telephone, internet, and business services, would be created and made available for small businesses, independent consultants, and seasonal workers. These vendor spaces and living apartments will result in increased tax revenue to the city and promote long-term economic development and growth in Cordova.

Revitalization and Diversification

Shared retail operations between the cooperatives, directly next to the city center, would provide community members convenient access to primary utilities and stimulate overall commerce. Bringing the customer experience to this main street location will allow all community related bills and services to be done in a central location, attract foot traffic to the area, and promote surrounding local businesses while enhancing community traffic flow.

Any additional living apartments which are not being used for business purposes, could be offered as local downtown housing for year-round or seasonal residents. This will contribute to the community's effort to provide quality housing in Cordova, as well its desire to place multi-use buildings in the city's urban center.

The ideal use of the proposed space would be beneficial to the community in tangible and intangible ways, all consistent with the City's comprehensive plan. CTC is designing the proposed building to be visually pleasing to the community and aesthetically homogenous to the neighboring buildings. Our goal is to create a building that is utilitarian, culturally appropriate, and visually appealing. Current plans involve placing copper accents on the front façade of the building and large murals commissioned by local artists on the exterior walls.

Green space will be created to the rear of the building. CTC could remove the existing satellite dish and fenced area to create a larger area for employee parking with a staff picnic area. This will improve the aesthetics of the current alleyway and allow for an outdoor rest area for employee use during the summer months. The building will also be energy efficient in its ventilation, lighting heating and appliances and be recognized as a five-star rated commercial building by the EPA.



Community

The proposed building will contribute to a revitalized Main Street and the densification of the downtown core with its multi-use purpose. It will be aesthetically pleasing, but practical, providing weather protection for the pedestrian walkway below and an improved sense of community and small-town feel.

The strategic location of the facility will result in a sense of unification to the community due to its proximity to the city center. Increased foot traffic will further foster an increased sense of community. While foot traffic will increase, the creation of a larger parking area to the rear of the property for company and employee vehicles will allow many of the existing vehicles to be removed from Second Street parking spaces. The parking area currently used by CEC patrons and employees is in close proximity to the elementary school and Ilanka Community Health Center and creates traffic congestion that could hinder public safety in the event that these high-priority areas need to be accessed in emergency situations.

By allowing for the creation of a space large enough to house both CTC and CEC, the City will be setting the stage for increased emergency preparedness and emergency response. With stronger operational and strategic collaboration, these two essential utilities providers will be stronger and more efficient at serving and being available to the community at all times and in all situations.



Evaluation Criteria Responses

Value of Improvements

The ideal use of the proposed space would be beneficial to the community in tangible and intangible ways. The proposed building will be aesthetically homogenous to the neighboring buildings and be designed with elements representing the local area. The proposed new building may have construction costs of \$3,600,000 to \$4,800,000 potentially bringing the overall value in upwards of \$5,000,000.

Number of Employees

The new facility would be able to support offices and working areas for over two dozen resources. Combined with CTC's existing building directly behind the new facility the combined offices could support about 50 employees.

The possible collaboration of our local utility Cooperatives could centrally localize over thirty employees. Both cooperatives have regular consultants and seasonal workers supporting their businesses.

Sales Tax Revenue

A business incubation center, providing small-to medium-sized fully equipped offices with furniture, power, telephone, internet, and business services, will be created and made available for small businesses, independent consultants, and seasonal workers. These vendor spaces and living apartments will result in increased tax revenue to the city and promote long-term economic development in Cordova.

Importance to Community

The strategic location of the facility will result in a sense of unification to the community due to its proximity to the city center. The future building will contribute to a revitalized main street and the densification of the downtown core with its multi-use purpose.

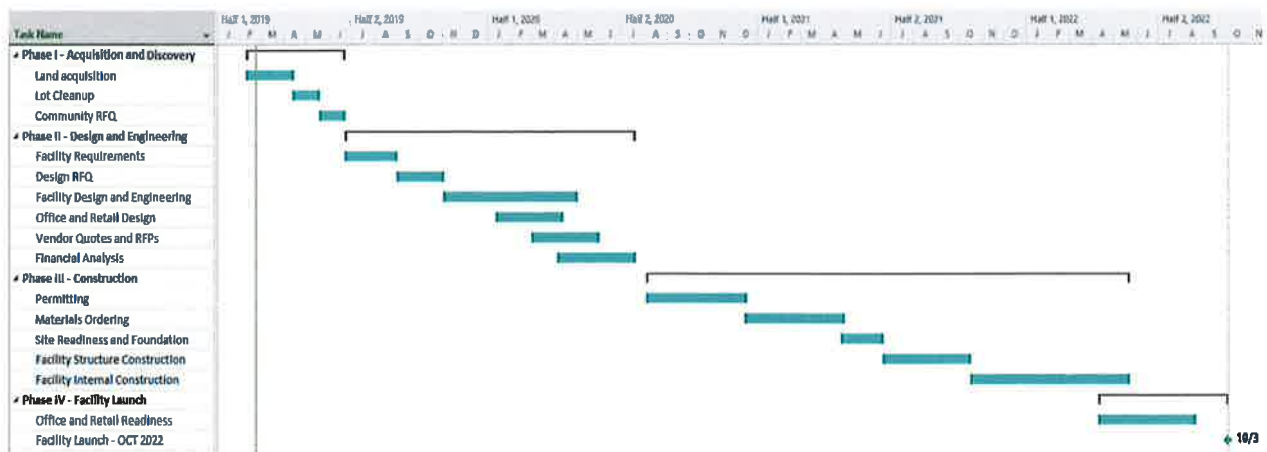
By allowing for the creation of a space large enough to house CTC and CEC, the City will be setting the stage for increased emergency preparedness and emergency response. With stronger operational and strategic collaboration, these two essential utilities providers will be stronger and more efficient at serving and being available to the community at all times and in all circumstances.



Development Timeline

The new site would be developed over four to five years with a target launch in late 2022 or early 2023.

- 2019 – Lot Acquisition and Design Specifications
- 2020 – Design and Financial Alignment
- 2021 – Facility Construction Start
- 2022 – Facility Readiness and Launch
- 2023 -- Facility Open to Public



Enhanced Architectural Design

CTC would design the proposed building to be visually pleasing to the community and aesthetically homogenous to the neighboring buildings. Current plans involve placing copper accents on the front façade of the building and large murals commissioned by local artists on the side exterior walls. The following conceptual drawings were prepared to help visualize how a new facility could look.





Proposal Price

CTC is proposing to purchase the existing building for its fair market value of \$52,000.00. The complete community investment cost to acquire the site and prepare it for new construction will amount to approximately \$200,000.00 plus potential additional lien and legal fees.

Consistency with Comprehensive Plan

The ideal use of the proposed space would be beneficial to the community in tangible and intangible ways consistent with the City's comprehensive plan.

Additional parking in the downtown district during summer months and community events, while needed, would be a poor use of such centrally located land. Having a multi-use facility that can support existing and new businesses is considerably more valuable to the community.

Our goal would be to create a building that is utilitarian, culturally appropriate and visually appealing that can be used to support our Cooperatives and local small businesses in Cordova.



AGENDA ITEM 19
City Council Meeting Date: 4/17/2019
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 4/10/2019
ITEM: Council option to protest Liquor License Renewal
NEXT STEP: Motion to Recommend Renewal with Conditions

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** A Cordova bar & liquor store owner has applied for Liquor License Renewals with the State through the AMCO (Alcohol and Marijuana Control Office).
- II. **RECOMMENDED ACTION / NEXT STEP:** Council action to protest the renewal or waive right to protest or recommend that AMCO renew the licenses with conditions.
At this time, City staff asks Council to move to recommend renewal of Liquor License # 61 with the condition that Tiny Wings, dba Anchor Bar & Grill, pays all delinquent sales taxes owing by July 1, 2019 while remaining current on new sales incurred, or else the City Council will protest the renewal with AMCO at that time.
- III. **FISCAL IMPACTS:** the impact is the delinquencies owed to the City
- IV. **BACKGROUND INFORMATION:** Interim Finance Director Dean Baugh and City Clerk Susan Bourgeois express concerns with this business. The Finance Department has corresponded with the business owners and has suggested the Council make the motion as stated below. Police Chief Mike Hicks has no public safety concerns about these businesses.
- V. **LEGAL ISSUES:** The local governing body's right to protest is defined in AS 04.11.480.

VII. SUMMARY AND ALTERNATIVES: Suggested motion is twofold:

Council moves to:

1) waive it's right to protest approval of the renewal of liquor license #62 (Anchor Liquor Store) for Tiny Wings, Inc.

And,

2) recommend renewal of Liquor License # 61 with the condition that Tiny Wings, dba Anchor Bar & Grill, pays all delinquent sales taxes owing by July 1, 2019 while remaining current on new sales incurred, or the City will protest the renewal with AMCO at that time.

Deadline to protest is 60 days (April 28, 2019) from receipt of letter from DCCED, AMCO – which was received on Feb 28, 2019.



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

February 28, 2019

City of Cordova

Attn: Susan Bourgeois

VIA Email: cityclerk@cityofcordova.net

Re: Notice of 2019/2020 Liquor License Renewal Application

License Type:	Beverage Dispensary	License Number:	61
Licensee:	Tiny Wings, Inc		
Doing Business As:	Anchor Bar & Grill		

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov



Alcohol and Marijuana Control Office

550 W 7th Avenue, Suite 1600

Anchorage, AK 99501

alcohol.licensing@alaska.gov

<https://www.commerce.alaska.gov/web/amco>

Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

Doing Business As:	Anchor Bar & Grill	License Number:	61
License Type:	Beverage Dispensary		
Examiner:	John	Transaction #:	1038342

Document	Received	Completed	Notes
AB-17: Renewal Application	2/27/19	2/27/19	
App and License Fees	2/27/19	2/27/19	

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation			
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit			
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee	2/27/19	2/27/19	

Names on FP Cards:	
--------------------	--

	Yes	No
Selling alcohol in response to written order (package stores)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LGB 1 Response:

☐

Waive

☐

Protest

☐

Lapsed

LGB 2 Response:

☐

Waive

☐

Protest

☐

Lapsed



Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: 2019/2020 Renewal License Application

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing liquor license that will expire on December 31, 2018. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

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

Licensee:	Tiny Wings, Inc.	License #:	61
License Type:	Beverage Dispensary	Legal Ref.:	AS 04.11.090
Doing Business As:	Anchor Bar & Grill		
Premises Address:	207 Breakwater Avenue		
Local Governing Body:	City of Cordova		
Community Council:	None		
Mailing Address:	PO Box 1429		
City:	Cordova	State:	AK
		ZIP:	99574

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

Contact Licensee:	Eli Johnson / Tiny Wings Inc	Contact Phone:	(907) 429-8089
Contact Email:	eli@graphicice.com		

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

Name of Contact:		Contact Phone:	
Contact Email:			





Form AB-17: 2019/2020 Renewal License Application

Section 2 – Entity or Community Ownership Information

This top subsection must be completed by any licensee that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). This number is neither your EIN/tax ID number, nor your business license number. **You may view your entity's status or find your CBPL entity number by visiting the following site:** <https://www.commerce.alaska.gov/cbp/main/search/entities>

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

Alaska CBPL Entity #:	10002156
-----------------------	----------

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

This subsection must be completed by any community or entity, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

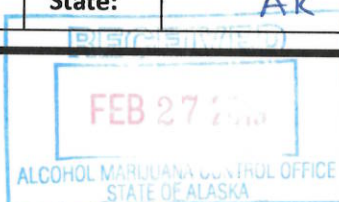
- If the applicant is a corporation, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a limited liability organization, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

Name of Official:	Ben D Johnson				
Title(s):	Director, Shareholder Secretary, Vice president	Phone:	(907) 253-3344	% Owned:	25
Mailing Address:	319 Davis Ave ; PO Box 263				
City:	Cordova	State:	AK	ZIP:	99574

Name of Official:	Brooke C Johnson				
Title(s):	Shareholder	Phone:	(907) 253-7100	% Owned:	25
Mailing Address:	PO Box 263				
City:	Cordova	State:	AK	ZIP:	99574

Name of Official:	Eli J Johnson				
Title(s):	Director, Shareholder, President Treasurer	Phone:	(907) 429-8089	% Owned:	25
Mailing Address:	PO Box 1089				
City:	Cordova	State:	AK	ZIP:	99574



**Form AB-17: 2019/2020 Renewal License Application****Section 2 – Entity or Community Ownership Information**

This top subsection must be completed by any licensee that is a **corporation** or **LLC**. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). This number is neither your EIN/tax ID number, nor your business license number. **You may view your entity's status or find your CBPL entity number by visiting the following site:** <https://www.commerce.alaska.gov/cbp/main/search/entities>

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

Alaska CBPL Entity #:

10002156

You must ensure that you are able to certify the following statement before signing your initials in the box to the right:

Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.



This subsection must be completed by any **community** or **entity**, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

- If the applicant is a **corporation**, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a limited partnership, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

Name of Official:	Harry R Harlow				
Title(s):	Shareholder	Phone:	(206) 423-6697	% Owned:	25
Mailing Address:	6042 Seaview Ave				
City:	Seattle	State:	WA	ZIP:	98107

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board

Form AB-17: 2019/2020 Renewal License Application

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information. Entities should skip to Section 4. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate (spouse)

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: ☐ applicant ☐ affiliate (spouse)

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

Section 4 – Alcohol Server Education

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

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

Initials

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



Section 5 – License Operation

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

2017 2018

The license was regularly operated continuously throughout each year.

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
-------------------------------------	-------------------------------------

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

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

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

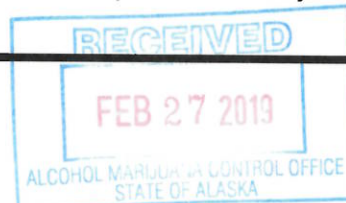
If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

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

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

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





Alaska Alcoholic Beverage Control Board

Form AB-17: 2019/2020 Renewal License Application

Section 6 – Violations and Convictions

Applicant violations and convictions in calendar years 2017 and 2018:

Yes No

Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2017 or 2018?

☐ ☒

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2017 or 2018?

☐ ☒

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

Section 7 – Certifications

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

Initials

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

☒

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

☒

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

☒

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

Eli J Johnson
Signature of licensee

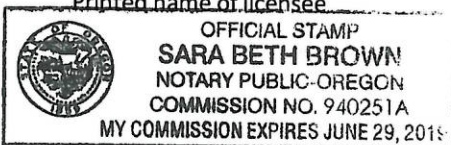
Sara Beth Brown
Signature of Notary Public

Eli J Johnson
Printed name of licensee

Notary Public in and for the State of Oregon

My commission expires: 6/29/19

Subscribed and sworn to before me this 26th day of Feb, 2019.



Seasonal License? Yes ☐ No ☒

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

License Fee:	\$ 2500.00	Application Fee:	\$ 300.00	TOTAL:	\$ 2800.00
Miscellaneous Fees:	<u>Late Fee</u>				<u>\$ 500</u>
GRAND TOTAL (if different than TOTAL):					<u>\$ 3300</u>



Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Tiny Wings, Inc

Entity Type: Business Corporation**Entity #:** 10002156**Status:** Good Standing**AK Formed Date:** 1/3/2012**Duration/Expiration:** Perpetual**Home State:** ALASKA**Next Biennial Report Due:** 1/2/2020**Entity Mailing Address:** PO BOX 1429, CORDOVA, AK 99574**Entity Physical Address:** 207 BREAKWATER AVE, CORDOVA , AK 99574

Registered Agent

Agent Name: Eli J Johnson**Registered Mailing Address:** PO BOX 1429, CORDOVA , AK 99574**Registered Physical Address:** 319 DAVIS AVE, CORDOVA, AK 99574

Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former
			Owned
	Ben D Johnson	Director, Shareholder, Secretary, Vice President	25
	Brooke C Johnson	Shareholder	25
	Eli J Johnson	Director, President, Shareholder, Treasurer	25
	Harry R Harlow	Shareholder	25

Filed Documents

Date Filed	Type	Filing	Certificate
1/03/2012	Creation Filing	Click to View	Click to View
6/29/2012	Initial Report	Click to View	



THE STATE
of **ALASKA**
GOVERNOR MICHAEL J. DUNLEAVY

**Department of Commerce, Community,
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

February 28, 2019

City of Cordova

Attn: Susan Bourgeois

VIA Email: cityclerk@cityofcordova.net

Re: Notice of 2019/2020 Liquor License Renewal Application

License Type:	Package Store	License Number:	62
Licensee:	Tiny Wings, Inc.		
Doing Business As:	Anchor Liquor Store		

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Erika McConnell".

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov



Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Master Checklist: Renewal Liquor License Application

Doing Business As:	Anchor Liquor Store	License Number:	62
License Type:	Package Store		
Examiner:	JOHN	Transaction #:	1038350 ✓

Document	Received	Completed	Notes
AB-17: Renewal Application	2/27/19	2/27/19	
App and License Fees	2/27/19	2/27/19	

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation			
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit			
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee	2/27/19	2/27/19	

Names on FP Cards:	
--------------------	--

	Yes	No
Selling alcohol in response to written order (package stores)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LGB 1 Response:

LGB 2 Response:

☐

Waive

☐

Protest

☐

Lapsed

☐

Waive

☐

Protest

☐

Lapsed



Alaska Alcoholic Beverage Control Board

Package Store License

Form AB-17b: 2019/2020 Renewal License Application

Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This renewal license application form is required for all individuals or entities seeking to apply for renewal of an existing package store liquor license that will expire on December 31, 2018. All fields of this form must be complete and correct, or the application will be returned to you in the manner in which it was received, per AS 04.11.270 and 3 AAC 304.105. The Community Council field only should be verified/completed by licensees whose establishments are located within the Municipality of Anchorage or outside of city limits within the Matanuska-Susitna Borough.

This form must be completed correctly and submitted to the Alcohol & Marijuana Control Office (AMCO)'s main office, along with all other required documents and fees, before any renewal license application will be considered complete. Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees that an application will be considered complete, or that a license will be renewed.

Section 1 – Establishment and Contact Information

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

Licensee:	Tiny Wings, Inc.	License #:	62
License Type:	Package Store	Statute:	AS 04.11.150
Doing Business As:	Anchor Liquor Store		
Premises Address:	207 Breakwater Avenue		
Local Governing Body:	City of Cordova		
Community Council:	None		

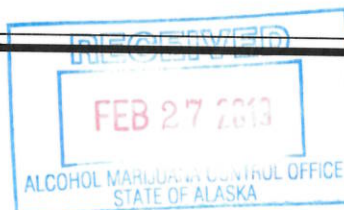
Mailing Address:	PO Box 1429		
City:	Cordova	State:	AK
		ZIP:	99574

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

Contact Licensee:	Eli Johnson / Tiny Wings Inc	Contact Phone:	(907) 429-8089
Contact Email:	eli@graphicice.com		

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

Name of Contact:		Contact Phone:	
Contact Email:			



**Form AB-17b: 2019/2020 Package Store Renewal License Application****Section 2 – Entity or Community Ownership Information**

This top subsection must be completed by any licensee that is a **corporation** or **LLC**. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). This number is neither your EIN/tax ID number, nor your business license number. **You may view your entity's status or find your CBPL entity number by visiting the following site:** <https://www.commerce.alaska.gov/cbp/main/search/entities>

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

Alaska CBPL Entity #:	10002156
-----------------------	----------

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

This subsection must be completed by any **community** or **entity**, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

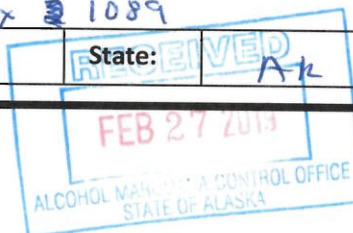
- If the applicant is a **corporation**, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a limited partnership, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

Name of Official:	Ben D Johnson				
Title(s):	Director, Shareholder	Phone:	(907) 253-3344	% Owned:	25
Mailing Address:	Secretary, Vice President 319 Davis Ave; PO Box 263				
City:	Cordova	State:	AK	ZIP:	99574

Name of Official:	Brooke C Johnson				
Title(s):	Shareholder	Phone:	(907) 253-7100	% Owned:	25
Mailing Address:	PO Box 263				
City:	Cordova	State:	AK	ZIP:	99574

Name of Official:	Eli J Johnson				
Title(s):	Director, Shareholder, President	Phone:	(907) 429-8089	% Owned:	25
Mailing Address:	Treasurer PO Box 1089				
City:	Cordova	State:	AK	ZIP:	99574



**Form AB-17b: 2019/2020 Package Store Renewal License Application****Section 2 – Entity or Community Ownership Information**

This top subsection must be completed by any licensee that is a **corporation** or **LLC**. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations, Business & Professional Licensing (CBPL). This number is neither your EIN/tax ID number, nor your business license number. **You may view your entity's status or find your CBPL entity number by visiting the following site:** <https://www.commerce.alaska.gov/cbp/main/search/entities>

General partnerships and local governments should skip to the second half of this page. Licensees who directly hold a license as an individual or individuals should skip to Section 3.

Alaska CBPL Entity #:	10002156
-----------------------	----------

You must ensure that you are able to certify the following statement before signing your initials in the box to the right: Initials

I certify that this entity is in good standing with CBPL and that all current entity officials and stakeholders (listed below) are also currently and accurately listed with CBPL.

This subsection must be completed by any **community** or **entity**, including a corporation, limited liability company, partnership, or limited partnership, that is applying for renewal. If more space is needed, please attach additional completed copies of this page.

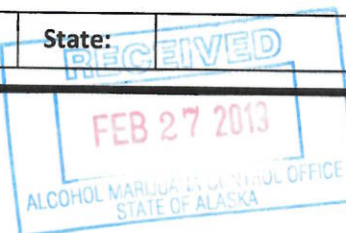
- If the applicant is a **corporation**, the following information must be completed for each **stockholder who owns 10% or more** of the stock in the corporation, and for each **president, vice-president, secretary, and managing officer**.
- If the applicant is a **limited liability organization**, the following information must be completed for each **member with an ownership interest of 10% or more**, and for each **manager**.
- If the applicant is a **partnership**, including a limited partnership, the following information must be completed for each **partner with an interest of 10% or more**, and for each **general partner**.

Important Note: The information provided in the below fields (including spelling of names, specific titles, and percentages held) must match that which is listed with CBPL. If one individual holds multiple titles mentioned in the bullets above, all titles must be listed for that individual on this application and with CBPL. Failure to list all required titles constitutes an incomplete application.

Name of Official:	Harry R Harlow				
Title(s):	Shareholder	Phone:	(206) 423-6697	% Owned:	25
Mailing Address:	6042 Seaview Ave				
City:	Seattle	State:	WA	ZIP:	98107

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	





Alaska Alcoholic Beverage Control Board

Form AB-17b: 2019/2020 Package Store Renewal License Application

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any licensee who directly holds the license as an **individual or multiple individuals** and is applying for license renewal. If more space is needed, please attach a separate sheet that includes all of the required information. Entities should skip to Section 4. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☐ applicant ☐ affiliate (spouse)

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an: ☐ applicant ☐ affiliate (spouse)

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

Section 4 – Alcohol Server Education

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

Initials

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

Section 5 – License Operation

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

2017 2018

The license was regularly operated continuously throughout each year.

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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The license was regularly operated during a specific season each year.

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

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

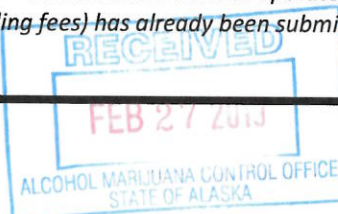
If this box is checked, a complete copy of Form AB-30: Proof of Minimum Operation Checklist, and all necessary documentation must be provided with this application.

<input type="checkbox"/>	<input type="checkbox"/>
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The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both of the calendar years.

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

<input type="checkbox"/>	<input type="checkbox"/>
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Alaska Alcoholic Beverage Control Board

Form AB-17b: 2019/2020 Package Store Renewal License Application

Section 6 – Written Orders

Written orders in calendar years 2019 and 2020:

Yes No

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2019 and/or 2020?

☐ Yes ☒ No

Section 7 – Violations and Convictions

Applicant violations and convictions in calendar years 2017 and 2018:

Yes No

Have any notices of violation (NOVs) been issued to this licensee in the calendar years 2017 or 2018?

☐ Yes ☒ No

Has any person or entity named in this application been convicted of a violation of Title 04, of 3 AAC 304, or a local ordinance adopted under AS 04.21.010 in the calendar years 2017 or 2018?

☐ Yes ☒ No

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

Section 8 – Certifications

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

Initials

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

☒

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

☒

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

☒

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

Signature of licensee

Printed name of licensee

Signature of Notary Public

Notary Public in and for the State of Oregon

My commission expires: 12/29/19

Subscribed and sworn to before me this 26th day of Feb, 2019.



OFFICIAL STATE
SARA BETH BROWN
NOTARY PUBLIC-OREGON
COMMISSION NO. 9402514

MY COMMISSION EXPIRES JUNE 28, 2020

Seasonal License?

☐ Yes ☒ No

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

License Fee:	\$ 1500.00	Application Fee:	\$ 300.00	TOTAL:	\$ 1800.00
Miscellaneous Fees:	Late Fee				\$ 500
GRAND TOTAL (if different than TOTAL):					\$ 2300



Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Tiny Wings, Inc

Entity Type: Business Corporation

Entity #: 10002156

Status: Good Standing

AK Formed Date: 1/3/2012

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2020

Entity Mailing Address: PO BOX 1429, CORDOVA, AK 99574

Entity Physical Address: 207 BREAKWATER AVE, CORDOVA , AK 99574

Registered Agent

Agent Name: Eli J Johnson

Registered Mailing Address: PO BOX 1429, CORDOVA , AK 99574

Registered Physical Address: 319 DAVIS AVE, CORDOVA, AK 99574

Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former
			Owned
	Ben D Johnson	Director, Shareholder, Secretary, Vice President	25
	Brooke C Johnson	Shareholder	25
	Eli J Johnson	Director, President, Shareholder, Treasurer	25
	Harry R Harlow	Shareholder	25

Filed Documents

Date Filed	Type	Filing	Certificate
1/03/2012	Creation Filing	Click to View	Click to View
6/29/2012	Initial Report	Click to View	



City Council of the City of Cordova, Alaska

Pending Agenda April 17, 2019 Regular Council Meeting

A.

Future agenda items

- 1) Code change re Council member service on boards/commissions, re mobile restaurant approval
- 2) Need for a Federal Lobbyist/RFP
- 3) Odiak Camper Park and/or other locations for long term rv/trailer space rentals in Cordova
- 4) Harbor expansion Town Hall type meeting - public input
- 5) Resolution 12-18-36 re E-911, will be back when a plan has been made, referred 12/19/18

B.

Upcoming Meetings, agenda items and/or events:

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

6/5/2019	9/4/2019	12/4/2019	3/4/2020
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- 2) Staff quarterly reports will be in the following packets:

4/17/2019	7/17/2019	10/16/2019	1/15/2020
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- 3) Healthcare study joint meetings Council, CCMCA Board & NVETC - mtg of the principles held 1/29/19

next principles mtg tba

- 4) Strategic Planning - revisit plan - schedule the next work session for this

- 5) **May 1** work session @ **6pm** - joint work session with Planning Commission,

City Council and Comprehensive Plan Committee

- 6) Alaska Municipal League fall conference including training **November 18-22**

<http://www.akml.org/conferences/> let Clerk know if interested in attending

- 7) Revisit City Investment firm - Manager is preparing an agenda item with research he has compiled
he'll want Council action/direction to Manager as to how to proceed

- 8) Work Session w/ ADF&G re fisheries management decisions and their economic impact to Cordova

**Clear direction should be given to Clerk/Manager on any proposed agenda item
including who is being tasked / what the action will be / when it will be on an agenda**

item for action

tasking which staff

proposed 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 17, 2019 Regular Council Meeting

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

- 1) Fisheries Advisory Committee:

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

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

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

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

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

- 1) Prince William Sound Regional Citizens Advisory Council




Robert Beedle	re-appointed June 2018	2 year term until May 2020
	re-appointed March 2016	
	re-appointed March 2014	
	appointed April 2013	
- 2) Prince William Sound Aquaculture Corporation Board of Directors

Tom Bailer	re-appointed October 2018	3 year term until Sept 2021
	appointed February 2017-filled a vacancy	
- 3) Southeast Conference AMHS Reform Project Steering Committee

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






APRIL 2019

CALENDAR MONTH **APRIL**
CALENDAR YEAR **2019**
1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1  <i>April Fool's Day</i>	2	3 <div>6:00 Council work session 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB</div>	4	5 <div>appeal period for 2019 property assessments closes</div>	6
7	8	9	10 <div>7:00 Sch Bd HSL 7:00 Harbor Cms CCM</div>	11	12	13
14	15 <div>7:00 Board of Equalization Meeting CCAB</div>	16 <div>6:30 P&Z CCAB</div>	17 <div>5:30 CTC Board Meeting 6:00 Council jt spec mtg w-CCMCA 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB</div>	18	19  April 19-27	20
21 Easter Sunday 	22	23	24 <div>6:00 CEC Board Meeting</div>	25 <div>6:00 CCMCAB HCR</div>	26	27
28	29	30 <div>6:00 P&R CCM</div>	1	2	3	4
5	6	Notes Legend: CCA-Community Rm A CCAB-Community Rms A&B HSL-High School Library CCB-Community Rm B CCM-Mayor's Conf Rm CCER-Education Room LN-Library Fireplace Nook CRG-Copper River Gallery HCR-CCMC Conference Room				
					Cncl - 1st & 3rd Wed P&Z - 2nd Tues SchBd, Hrb Cms - 2nd Wed □	CTC - 3rd Wed P&R - last Tues CEC - 4th Wed CCMCA Bd - last Thurs


MAY 2019

CALENDAR MONTH **MAY**
CALENDAR YEAR **2019**
1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	2 Copper River Delta Shorebird Festival May 2-5	3	4 
5	6	7 6:30 P&Z CCAB	8 7:00 Sch Bd HSL 7:00 Harbor Cms CCM	9	10	11
12 	13	14	15 5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	16 	17	18  CHS Graduation
19	20	21	22 6:00 CEC Board Meeting	23 6:00 CCMCAB HCR	24 	25
26	27 Memorial Day City Hall Offices Closed	28 6:00 P&R CCM	29	30	31	1
2	3	Notes Legend: CCA-Community Rm A CCAB-Community Rms A&B HSL-High School Library CCB-Community Rm B CCM-Mayor's Conf Rm CCER-Education Room LN-Library Fireplace Nook CRG-Copper River Gallery HCR-CCMC Conference Room Cncl - 1st & 3rd Wed P&Z - 2nd Tues SchBd, Hrb Cms - 2nd Wed CTC - 3rd Wed P&R - last Tues CEC - 4th Wed CCMCA Bd - last Thurs				

JUNE 2019

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3	4	5	6	7	8
		6:30 P&Z CCAB	6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			Copper River Nouveau  PRINCE WILLIAM SOUND SCIENCE CENTER
9	10	11	12	13	14	15
			7:00 Sch Bd HSL 7:00 Harbor Cms CCM			
16	17	18	19	20	21	22
			6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
			5:30 CTC Board Meeting	6:00 CCMCAB HCR		
23	24	25	26	27	28	29
		6:00 P&R CCM	6:00 CEC Board Meeting			
30	1					

Notes

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

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

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

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

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

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
Mayor:	Clay Koplin	March 5, 2019	March-22
3 years	Mayor@cityofcordova.net	March 1, 2016	
Council members:			
Seat A:	Tom Bailer	March 5, 2019	March-22
3 years	CouncilSeatA@cityofcordova.net		
Seat B:	Kenneth Jones	March 7, 2017	March-20
3 years	CouncilSeatB@cityofcordova.net		
Seat C:	Jeff Guard	March 7, 2017	March-20
3 years	CouncilSeatC@cityofcordova.net		
Seat D:	Melina Meyer, Vice Mayor	March 6, 2018	March-21
3 years	CouncilSeatD@cityofcordova.net		
Seat E:	Anne Schaefer <small>elected by cncl</small>	March 6, 2018	March-21
3 years	CouncilSeatE@cityofcordova.net	December 6, 2017	
Seat F:	David Allison	March 5, 2019	March-22
3 years	CouncilSeatF@cityofcordova.net	March 1, 2016	
Seat G:	David Glasen	March 5, 2019	March-22
3 years	CouncilSeatG@cityofcordova.net		

Cordova School District School Board - Elected

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

Vacant (appointed, non-voting)

City Council Rep

seat up for re-election in 2020	<i>vacant</i>
board/commission chair	
seat up for re-appt in Nov 19	

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

CCMC Authority - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	Kristin Carpenter, President	March 7, 2017	March-20
3 years	Greg Meyer	March 5, 2019 July 19, 2018	March-22
3 years	Barbara Solomon	March 5, 2019	March-22
3 years	Linnea Ronnegard	March 6, 2018	March-21
3 years	Gary Graham	March 5, 2019 May 31, 2018	March-21

Library Board - Appointed

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

Planning and Zoning Commission - Appointed

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

seat up for re-appt in Nov 19

seat up for re-election in 2019

vacant

board/commission chair

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

Harbor Commission - Appointed

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

Parks and Recreation Commission - Appointed

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

Historic Preservation Commission - Appointed

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

seat up for re-election in 2019

board/commission chair

seat up for re-appt in Nov 19

vacant