

Mayor

Clay Koplin

Council Members

James Burton

Tim Joyce

Tom Bailer

Robert Beedle

Josh Hallquist

David Allison

James Wiese

City Manager

Randy Robertson

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

John Appleton

August Jewell

**Regular City Council Meeting
May 4, 2016 @ 7:00 pm
Cordova Center Community Rooms A & B
Agenda**



**Copper River Delta Shorebird
Festival May 5 – 8, 2016**

A. Call to order

B. Invocation and pledge of allegiance

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

C. Roll call

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

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

E. Disclosures of Conflicts of Interest

F. Communications by and Petitions from Visitors

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

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

- 5. Record unexcused absence of Council member **Hallquist** from the April 20 Regular meeting
- 6. Record excused absence of Council member **Wiese** from the April 20 Regular meeting

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

- 7. Minutes of 04-20-16 Regular Council Meeting..... (page 1)

I. Consideration of Bids

J. Reports of Officers

- 8. Mayor’s Report
- 9. Manager’s Report
 - a. Chief of Police, Mike Hicks, letter re E-911..... (page 4)
- 10. City Clerk’s Report

K. Correspondence

- 11. Letter from City Manager to Processors 04-21-16 (page 5)
- 12. Letter from City Manager to ADEC re Unified Plan comment period 04-21-16 (page 7)
- 13. Letter from Jim Johnson re Harbor moorage regulations 04-25-16..... (page 8)

L. Ordinances and Resolutions

- 14. Ordinance 1144..... (voice vote)(page 10)
An ordinance of the City Council of the City of Cordova, Alaska, amending chapter 8.08 of the Cordova Municipal Code entitled “nuisances” to expand the definition of nuisances, grant the city administration authority to declare and enforce nuisances and establish a right to appeal a hearing officer’s decision regarding nuisances to the Board of Adjustment and amending sections 8.24.050, 14.20.020, 13.20.050, 13.08.100, and 18.80.040 of the Cordova Municipal Code to incorporate the recommended amendments to chapter 8.08 - 1st reading
- 15. Ordinance 1145..... (voice vote)(page 30)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the city manager to enter into an agreement with the State of Alaska Department of Administration on behalf of the State of Alaska Wildlife Troopers for the lease of 2,500 square feet of office space in the city-owned building commonly known as “the old city hall building”

M. Unfinished Business

N. New & Miscellaneous Business

- 16. Pending Agenda, Calendar (page 75)
Elected & Appointed Officials lists

O. Audience Participation

P. Council Comments

Q. Executive Session

- 17. ATS 1004 RFP

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.
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Regular City Council Meeting
April 20, 2016 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order

Mayor Clay Koplín called the Council Regular Meeting to order at 7:00 pm on April 20, 2016 in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance

Mayor Clay Koplín led the audience in the Pledge of Allegiance.

C. Roll call

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

D. Approval of Regular Agenda

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

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

E. Disclosures of Conflicts of Interest - none

F. Communications by and Petitions from Visitors

1. Guest Speakers - **John Bitney** reported on the latest from Juneau - they are still in session - it's a continuation, day 93. Use of the Permanent Fund, oil tax credits bill, the budget are all still being worked on. City of Anchorage still pressuring for a bond package for port project - if that happens, it might be last - and Cordova will still push to get into that. Increases to fisheries taxes, motor fuels taxes, etc. - likelihood is that may be discussed in a special session. Municipal assistance program still being considered, PCE credits being restructured for that. **Joyce** asked if PCE credit will be effected - **Bitney** said it will not. **Mayor Koplín** said that Council and the public should know that the LIO email list is great and can keep you up to date on Juneau and the ability to comment, give public testimony etc.

2. Audience comments regarding agenda items

Kevin Quinn, owner operator of Points North for almost 20 years, gave City Council an overview of his efforts over the past 10+ years to acquire more permits from the USFS to expand the area he uses for heli-skiing. He thanked Council for the resolution tonight as it could assist his efforts.

Alicia Jensen has an item on the agenda about her business that was approved in January. The food truck was supposed to be 25 feet in length it has come back at 27 and she would appreciate if Council could approve the exception for her.

3. Chairpersons and Representatives of Boards and Commissions

Harbor Commission - **Beedle** had nothing to report.

Allison said that the HSB met last week and there are financial concerns again. CEO candidates have been interviewed and the board hasn't yet finalized a decision.

4. Student Council Representative Report - they were not present

G. Approval of Consent Calendar

Mayor Koplín declared the consent calendar before Council.

Council member **Beedle** called out item 5 and **Mayor Koplín** added it as item 13a.

5. Resolution 04-16-18 A resolution of the City Council of the City of Cordova, Alaska in support of helicopter skiing in the Chugach National Forest near Cordova, Alaska

6. Council allowance of change to mobile food truck length, Old Squaw, LLC

7. Council confirmation of CVFD election of officers for 2016

Vote on the consent calendar: 5 yeas, 0 nays, 2 absent. Wiese-absent; Joyce-yes; Beedle-yes; Hallquist-absent; Allison-yes; Burton-yes and Bailer-yes. Consent Calendar was approved.

H. Approval of Minutes

M/Burton S/Bailer to approve the minutes.

8. Minutes of 04-06-16 Regular Council Meeting

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

I. Consideration of Bids - none

J. Reports of Officers

9. Mayor's Report - **Mayor Koplín** added a few items to his written report. He commended the City Manager for implementing the policy concerning animals on City property, in vehicles, etc. The policy has been distributed to staff. He mentioned the one meeting per month summer schedule and wanted Council to be thinking that way as summer approaches. He also encouraged Council to avail themselves for the training being offered May 3 & 4. **Mayor Koplín** said that AIGCO has asked for a work session with Council and they have sent a non-disclosure agreement ahead of that but it's a little sticky. He suggested that the manager could execute that but it might not be appropriate for a whole body to do so. **Mayor Koplín** presented a proclamation of appreciation to all of those involved in the Alaska Shield exercise - he presented it to **Dick Groff** as a representative of the first responders as **Robertson** read the proclamation aloud. **Allison** asked the Mayor if in his report he was requesting Council concurrence in appointing **Mike Anderson** to the Southeast Conference's transportation committee. **Mayor Koplín** did ask for that.

M/Allison S/Beedle to concur with **Mayor Koplín's** appointment of **Mike Anderson** to serve as Cordova representative to the Southeast Conference's transportation committee.

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

10. Manager's Report - **Robertson** said that in the staff reports he had asked for dollar amount to be tacked on to the building permits and if you think about that he said there are some \$3 million worth of projects going on right now across the City - he said with a downturned state economy, etc. that's not too bad for Cordova. He said he had an out-brief with **Michelle**, the lead with BDO (City auditor's), and so far things are good but still early on in the process. **Robertson** said the road project has begun, down at the Harbor. **Robertson** commended **Schinella** on the work done on G float.

Robertson also wanted on the record the resolution from last year that clearly demonstrated that the City devoted \$225K to the CT Scanner purchase. He said it was a placeholder at the time but now the hospital is ready to pay for that item so he wanted to ensure Council the visibility of it and to say that he will be turning that money over unless he hears something different at this time from Council. **Allison** said he had a comment, and a question for the Council members about this item. He wanted to know if it would be agreeable to this group to authorize the lease for the CT Scanner and then turn around and use the \$225K for other accounts payable items. **Beedle** commented and then **Bailer, Joyce** and **Burton** concurred that the resolution was specific and that money was intended for the CT Scanner. **Allison** also agreed with that.

a. Staff Quarterly Reports

i. Harbor, Harbormaster **Tony Schinella**

ii. Police, Chief **Mike Hicks**

iii. Information Services/Museum/Library

Technology Leader, **Jason Gabrielson**

Library Director, **Miriam Dunbar**

iv. Public Works, Director **Rich Rogers**

v. Parks and Recreation, Director **Susan Herschleb**

vi. Finance, Director **Jon Stavig**

vii. City Investments, **Buck Adams**, UBS Financial

viii. Cordova Volunteer Fire Department, Fire Marshal **Paul Trumblee**

11. City Clerk's Report, **Bourgeois** said that at Pending Agenda she would be discussing the times that have been set for Council training and a Community Forum on marijuana regulations coming up in early May.

K. Correspondence

12. Letter from Governor Walker to Mayor Koplín re Election victory 03-21-16

13. Letter from Mayor Koplín to ADF&G Comm. et al, regarding Tanner Crab meeting, 04-06-16

L. Ordinances and Resolutions

13a. 5. Resolution 04-16-18 A resolution of the City Council of the City of Cordova, Alaska in support of helicopter skiing in the Chugach National Forest near Cordova, Alaska

M/Allison S/Bailer to approve Resolution 04-16-18 a resolution of the City Council of the City of Cordova, Alaska in support of helicopter skiing in the Chugach National Forest near Cordova, Alaska.

Beedle was unclear as to whether this would help Points North or not because it seemed generic and not specific to his business. *Mayor Koplín* reiterated some of what he mentioned earlier, that the USFS asked for such a resolution. *Mr. Quinn* had already thanked the Council for the resolution in the packet and was in support of it. The other Council members understood and were in support. *Beedle* thought the resolution could work against *Mr. Quinn* and Points North he made a motion to postpone this until there was more information. There was no second to his motion so it died and *Mayor Koplín* said if there was no further new information, he'd take the vote.

Vote on the motion: 4 yeas, 1 nay (Beedle), 2 absent (Hallquist, Wiese). Motion approved.

M. Unfinished Business - none

N. New & Miscellaneous Business

14. Pending Agenda, Calendar, Elected & Appointed Officials lists

Bourgeois mentioned the calendar of upcoming events. Council concurred that May 3 work session with the attorney for two specific items: training and HSB governance would be at 5:30 pm and then it would be continued if necessary on May 4 at 6pm for one hour previous to the regular meeting that night. *Mayor Koplín* reminded everyone that he would be on vacation so *Vice Mayor Bailer* would be handling those meetings. *Allison* also mentioned the need for a short Council special meeting on April 27 - 5:45 pm which is 15 minutes ahead of an HSB meeting at 6pm that same night.

Allison said there doesn't appear to be a Council representative to the School Board and he said he would gladly attend those and report to Council as he is often at those meetings anyway. Council concurred that it was a voluntary attendance.

O. Audience Participation - none

P. Council Comments

Allison said he met with the auditors and she was pleased with the audit, said much better than previous years - she said the extra staff we hired on to do the year end work were very helpful. He said US News and World Report ranked Cordova High School #1 in the state.

Beedle said that problem solvers will be going to internationals and the music kids have gone to state.

Joyce was of the opinion that the one meeting per month schedule begins in June not May. Also he said if the CEO of CCMC and the City Manager and chair of the HSB are in discussions, they should be cc'ing the rest of the board on some of that too, for transparency.

Others opined that any of that could get to the rest of the board through *Faith* or the CEO but not directly from the chair of the board.

Q. Executive Session

M/Bailer S/Beedle to go into an executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government specifically the ATS 1004 RFP.

15. ATS 1004 RFP

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

At 8:20 pm *Mayor Koplín* called a five minute recess to clear the room. *Robertson* asked for *Schinella* and *Greenwood* to be in attendance at the executive session.

Council entered the executive session at 8:23 pm and was back in open session at 9:21 pm.

M/Joyce S/Burton to direct the Manager to proceed as was discussed in the executive session.

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

R. Adjournment

M/Bailer S/Allison to adjourn the meeting.

Hearing no objection the meeting was adjourned at 9:22 pm.

Approved: May 4, 2016

Attest: _____
Susan Bourgeois, CMC, City Clerk



City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6100
Fax: (907) 424-6000
Email: policechief@cityofcordova.net
Web: www.cityofcordova.net

CITY OF CORDOVA

Office of Chief of Police

April 22, 2016

From: Michael Hicks, Chief
To: Mayor Koplín and City Council
Via: Randy Robertson, City Manager
Subj: Enhanced 9-1-1 system surcharge

Gentlemen,

For over 20 years members of city staff, the council, and the public have deliberated over installing an enhanced 9-1-1 system that would give our public safety professionals the capability to better provide lifesaving services to our community.

Without this system our responders often times don't have vital information and rely on local knowledge and guesswork to determine the location of the emergency. This is especially true when dealing with the rather large and culturally diverse seasonal population of Cordova.

Several years ago the council passed a resolution enacting a surcharge for each telephone line in Cordova to create a funding source to provide this service. The collection process went on for a couple of years but was rescinded because the city was not providing the service that the money was being collected for.

There is currently approximately \$62,000.00 available in that fund to get this project started. I have been working with Mr. Gary Peters of Procomm Communications in Anchorage on specifics. Mr. Peters is willing to come to Cordova to give a presentation to the council on May 18th on the advances in technology that have occurred since his company was awarded the bid several years ago, and several ways to fund the project.

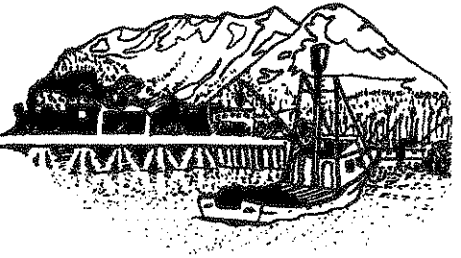
We recently had another near miss during a medical call in the 6.5 mile area where there was some confusion as to the location of the call. Fortunately everything worked out and the person received the care they needed, but we can't afford to continue operating under a system that doesn't give us this vital information when in this day and age it is available.

I am asking for your support in reinstating the 9-1-1 surcharge and moving forward with a project that is way overdue that will provide lifesaving service to our community.

Respectfully,

Michael Hicks
Chief

CITY OF CORDOVA



Dear Plant Manager:

21 April 2016

Welcome back to Cordova for what hopefully will be a safe, successful year of production. We've been waiting for months to welcome you and your employees' return, and want to take this opportunity to wish everyone at the plant much success.

Here's a few updates from around town that you should know. First, after nearly two decades from its original conception, the Cordova Center is up and running. While the Center is home to City Hall, it more importantly is the heart of Cordova's social and cultural events, containing the Library, Museum and the new North Star Theater. During their stay here we hope your staff has the opportunity to spend a few moments away from the plant and see what is fast becoming the jewel of Prince William Sound. We'd especially like to invite them to check out the expanded gift shop at the Museum, the city's greater internet capabilities at the Library, and, for the first time in years, enjoy a movie, play or dance recital at the North Star Theater. Several recent movies have scheduled throughout the fishing season, so we hope your crew will find their way to make it into the Center during their stay in Cordova. We would also like to invite you to consider a personal or organizational donation to the Center. The citizens of Cordova have absorbed a large debt, so your help, from a small personal donation or "purchasing" a theater seat to a major organizational contribution from your corporate headquarters will be greatly appreciated. For more info on the Cordova Center, its programs, or to talk about a donation, please contact Mrs. Cathy Sherman, at ACM@cityofcordova.net or at 424-6665.

Another new feature is the recent addition of a CT scanner and a second full time physician at the Cordova Community Medical Center. With Dr. Heather Sander's arrival last month, Cordova now has two highly trained hospitalist on staff, ready to meet you or your team's medical need. The CT scanner has been operational for a couple months and is becoming invaluable as a diagnostic tool. While we pray for everyone's safety during the season, when an accident or injury does occur, timeliness is crucial . . . please consider CCMC when those events happen.

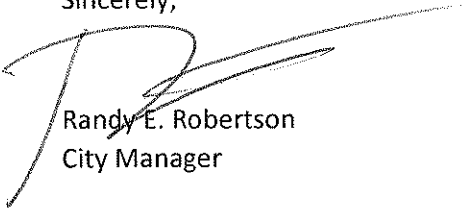
During the off-season, the city secured the services of Eagle Construction to start repaving both Nickoloff and Harbor Loop Roads, by the old harbor. While we would have loved to schedule this work during the off-season, Cordova has a very limited window of opportunity for construction work. We estimate it will take at least a couple months to remove the old chip seal and gravel, level the base area, install new catchments, curb and gutters, and then repave the area. It will be a challenge, so please plan your travel around the old harbor area accordingly, and encourage your team to drive gently.

Finally, we hope you've noticed a cleaner, better looking town when you returned. Some street art on the sidewalk railings has been installed, the walk-way between the gas station and the pool has been cleared and seeded, and we've made a concerted effort to pick up trash and debris around town. But this is where we need your help. Please remind your employees to be considerate of our community

and do not litter. It's very discouraging to find hairnets, gloves, Styrofoam cups and all types of other debris on the ground, often a few steps away from a trash bin. Please ask your maintenance personnel to ensure the lids on your plant's refuse receptacles are closed . . . ravens and crows are renowned for their love of an open container. We simply ask for everyone to be respectful of Cordova.

On behalf of the Mayor and Cordova City Council we again want to welcome you and your plant personnel back to town. You and your team members are absolutely essential to our community. We're glad you're here and wish you absolutely every success in 2016.

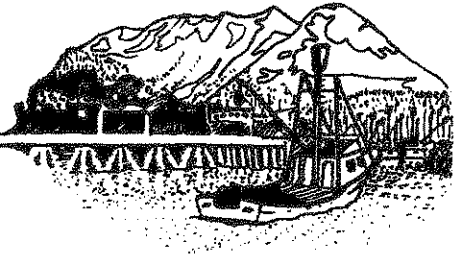
Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Randy E. Robertson', is written over the typed name and title.

Randy E. Robertson
City Manager

CF:
Council
Mr. Rae
Mrs. Sherman
Mr. Rogers
Mr. Muma
Mr. Schinella

CITY OF CORDOVA



Ms. Jade Gamble
Alaska Department of Environmental Conservation
43335 Kalifornsky Beach Road, Suite 11,
Soldotna, AK 99669
decsparplanning@alaska.gov

21 April 2016

SUBJECT: Update to Annex B of the Alaska Federal/State Preparedness Plan for Response to Oil & Hazardous Substance Discharges/Releases (Unified Plan)

Dear Ms. Gamble:

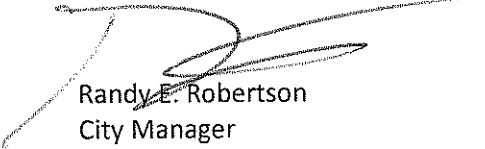
As City Manager of the City of Cordova, I respectfully ask for an additional 45 day extension to the public comment period be made for the "Proposed Process for Community Outreach – Unified Plan Update March 2016."

As you know the proposed "UP Update March 2016" was posted on the Alaska Department of Environmental Conservation's public notice website on March 25, 2016. There are significant changes to Annex B that merit further review and discussion; something that cannot and should not be rushed towards in a relatively short 30 day public review and comment window.

I have discussed this with the Cordova representative to the Prince William Sound Regional Citizens' Advisory Council. It is his intent to review the proposed changes with members of the local maritime community as well as discuss with the Cordova City Council at a future council session. From that coordination there will likely be a more thoroughly formulated community wide position taken towards Annex B. For these reasons we respectfully request the public comment period be extended for an additional 45 days.

The point of contact for this request is the undersigned. I can be reached at:
citymanager@cityofcordova.net.

Most Respectfully,



Randy E. Robertson
City Manager

CF:

Lisa Matlock, PWSRCAC
Mr. Robert Beetle, Councilor
Mrs. Susan Bourgeois, City Clerk
Mr. Tony Schinella, Harbormaster

Page 1 of 2

4/25/16

Mayor
City Council

My name is Jim Johnson and I have had a stall in the harbor since the early 70's. Since the early 80's, I have pulled my seine boat out of the water by mid September & put it back in the water mid June. My stall is for a 30' vessel. In the past, at the beginning of May, I have always put my gillnetter in the empty stall, and when I put the seine boat back in the water from its winter haulout mid June, if the two vessels are in the stall at the same time, I've always paid for having an extra vessel in the stall at the same time. I have done this for over 30 years. This year, (2015) for the 1st time, while my seine boat was still out of water until mid June, the harbor office charged me a daily rate for putting my 30' boopicker in my

own empty stall. I feel this is just not right. I own both vessels and my stall is for a 38' boat. I don't believe this is the way to do business. All I'm doing is using my empty stall. I feel like I'm being gouged + double billed.

Thank you,

Jim Johnson

Memorandum

To: City Council
From: Planning Staff
Date: 4/4/2016
Re: Ordinance 1144

PART I – BACKGROUND

City Staff, after receiving a nuisance complaint, reviewed the process for identifying, declaring, and abating nuisances within the City of Cordova. Staff had concerns with the process and clarity of the current City nuisance abatement code. The current nuisance’s code and process has a limited appeal process, limits the City’s ability to verify a complaint and burdens the City finances. Additionally, while the administrative appeal process currently in effect is legally sufficient, the procedures are ambiguous and unclear. This may result in unnecessary challenges. Staff requested input from the City attorney regarding the best approach to addressing nuisances within the Code.

PART II – GENERAL INFORMATION

To address the concerns of the current abatement process the code was rewritten with these objectives:

1. grant the City administration the discretion to declare or not to declare a nuisance
2. grant the City administration the discretion to determine whether or not to abate the nuisance
3. provide a right to appeal a notice of a nuisance complaint or abatement to a hearing officer
4. right to appeal the hearing officer’s written decision to the Board of Adjustment.

Current Code

Below is an analysis of the current code and suggested edits. The City Attorney and staff have vetted the edits.

Summarized below is the current abatement process from chapter 8.08. Attached to the memo is the Chapter 8.08 Nuisance code for reference.

Step 1: Complaint is submitted to City Council by a resident, City official, or City employee alleging a nuisance and requesting abatement

Step 2: City Manager gives notice of the alleged nuisance to the property owner on which the alleged nuisance exists and the individual entity or person allegedly causing the nuisance. The notice states that the nuisance *will be abated* but that the offender has 20 days to request a hearing.

Step 3: If a hearing is requested, it will be held before a hearing officer within 20 days after it's requested and the person requesting abatement bears the burden of establishing the existence of a nuisance and the need to abate it.

Step 4: If the hearing officer determines there is a nuisance the City manager must abate it.

Concerns

The current process affords individuals and entities with limited due process prior to the abatement or enforcement of a nuisance. The process also presents points of confusion and administrative inefficiencies.

The main problems presented by the current code process are as follows:

1. Complaints are required to be submitted to City Council but the filing of the written complaint **automatically triggers the nuisance declaration and abatement process**, regardless of the merits of the complaint or comments by City Council.
2. The review and submittal process to City Council creates confusion to those filing complaints regarding the Council's role in the process. It appears as if Council role's is quasi-judicial. Thus, public may be expecting certain due process rights such as the right to present evidence or testimony to Council. The current Council submittal process does not include this opportunity. The lack of a formal decision making process could lead to unwanted legal challenges.
3. When a complaint is received, the current code obligates the City Manager to give notice to the property owner or alleged nuisance-offender that the complaint was filed, the requirement of abatement and a right to a hearing. There is no discretion afforded the City administration (or the Council) to verify a nuisance or determine the best way to address the nuisance. The City administration is forced to declare and abate the nuisance pending a requested hearing.
4. During the hearing officer process, the person asserting the nuisance bears the burden of proving it exists. However, if a nuisance is found it is the City that has authority and is mandated to abate the nuisance.
5. While the Code requires that the abatement be at the cost of the nuisance-offender or property owner, often individuals and entities do not have the resources to reimburse the City for costs of abatement. The City administration should have discretion to

decide which nuisance warrants abatement or even enforcement, to assess the likelihood of recovering the costs of abatement, and the fiscal abilities of the City to pay for abatement at any given time.

Recommended Revisions to Nuisances Code

The following recommendations revises the Cordova Municipal Code to more clearly identify nuisances within the City, afford the City administration the discretion needed to address nuisances within the City, provide ample due process and a robust administrative appeal process. The changes provide flexibility and permits the City to control the use of its resources for the abatement of nuisances and to work with property owners in a more flexible way, where warranted.

In summary, the recommended changes are described in the following steps:

- 1) City Manager or his designee determines the existence of a nuisance based upon staff recommendations and observations or resident complaints;
- 2) A Notice of Nuisance and Request for Abatement is sent to the property owner and alleged nuisance-offender, which also notifies the recipient of a right to a hearing before a hearing officer;
- 3) If requested, a hearing is held before a hearing officer where the City bears the burden to prove there is a nuisance and the hearing officer drafts written findings; and
- 4) The parties may appeal the hearing officer's decision to the Council sitting as the Board of Adjustment.

Below are the revisions to Section 8.08. Underlined and bolded text is added text to the code. Strike through text is deleted text from the current code.

8.08.005 - Purpose.

The purpose of this chapter is to define what constitutes a public nuisance and how a public nuisance will be abated. The intended result of abating a public nuisance is to protect public health, safety and property values by reducing visual blight, providing for safer pedestrian and automobile traffic flow, and reducing negative impacts to the environment.

8.08.007-Definitions.

Whenever used in this chapter, these words shall be defined as follows:

"Attractive nuisance" means a circumstance or condition which may reasonably be expected to attract youth and which constitutes a danger to such youth which includes but is not limited to: 1) unused or abandoned refrigerators, freezers, or other large appliances or any parts of these appliances or equipment; 2) any structurally unsound or unsafe fence or building edifice; 3) any unsecured or abandoned excavation, pit, well, cistern, storage tank or shaft; 4) any sizeable collection of scrap lumber, trash, debris vegetation, or 5) any artificially created deposit of sand, dirt or gravel of sufficient height and grade to create a danger to children.

"Container" or "can" means a sturdy receptacle, either furnished by the city or approved by the city manager for refuse collection for commercial or residential service.

"Garbage" means food waste, including every accumulation of animal, vegetable or other matter that attends the preparation, consumption, decay, dealing in, discard of or storage of meats, fish, fowl, fruit or vegetables, including the cans, containers, wrappers or other tangible items wasted or used along with such materials.

"Hearing officer" means any person retained by the city manager or his or her designee but shall not be a city employee directly involved with declaring or abating nuisances within the city.

"Junk" means any worn-out, wrecked, scrapped, partially or fully dismantled or discarded tangible material, combination of materials or items such as chemicals, building materials, machinery, metal, rags, rubber, paper, plastics and wood that cannot without further or additional alteration and reconditioning be used for their original purposes.

"Liquid waste" means garbage, human and/or animal waste, litter, refuse, rubbish and other unwanted or discarded matter with sufficient liquid content to be free flowing.

"Litter" means "litter" as defined in section 8.32.010 of this code.

"Public nuisance" means any act or condition forbidden by any provision of this chapter and any act or condition that annoys, injures or endangers the safety, health, comfort, senses or repose of the public or any portion thereof or neighborhood within city boundaries or is an obstruction to the comfortable and safe enjoyment of public or private property.

"Rubbish" means all solid waste, liquid waste, garbage, junk, litter, ashes, combustible wastes and noncombustible wastes including grass clippings, hedge trimmings under three feet in length, paper and small light scrap lumber.

"Rubble" means brushwood, heavy yard trimmings which cannot be conveniently cut into three-foot lengths, discarded fence posts, ashes, cinders, street sweeping, catch basin muck, concrete, mortar, stones, bricks, scrap metal or other similar construction materials, trees or materials resulting from the erection or destruction of buildings.

"Solid waste" means garbage, human and/or animal waste, litter, refuse, rubbish and other unwanted or discarded matter with insufficient liquid content to be free-flowing.

8.08.010 –Creation or maintenance prohibited.

~~No person may create or maintain a public nuisance, or permit a public nuisance to occur on property that the person owns or controls.~~ **No person shall create, maintain or permit a public nuisance.**

8.08.020- Public Nuisances **designated.**

~~In addition to public nuisances under other provisions of law or this code, the following are public nuisances:~~ **public nuisances include but are not limited to the following acts and conditions:**

A. ~~The keeping of a place where activities are conducted in violation of law;~~

B. ~~All ditches, drains, wells, pools, cisterns, bodies or containers of water in which mosquitoes breed or are likely to breed, or which are so constructed, formed, conditioned or situated as to endanger the public health or safety;~~

C. ~~Rank weeds or grass, carcasses, accumulations of manure, refuse or other things, which are, or are likely to be, breeding places for flies, mosquitoes, vermin or disease germs;~~

D. ~~Any pit, hole or excavation which is so constructed, formed, conditioned and/or situated as to endanger public safety;~~

B. Plowing or dumping of snow from a premises upon a city street or other public property without prior written authorization from the city manager;

F. ~~Permitting or enabling any premises to be inhabited by one or more feral cats. A feral cat is a descendant of a domesticated cat that has returned to the wild, as distinguished from a domesticated cat that has been lost or abandoned.~~

C. Abandoned and Unoccupied Buildings. No person shall allow vacant, unoccupied or abandoned buildings except those that have been boarded up at all doors, windows and other openings sufficiently to prevent ingress, or otherwise secured.

D. Attractive Nuisances. No person shall allow, maintain or permit an attractive nuisance to exist.

E. Dangerous Excavations. Any swimming pool, basement, gravel pit, ditch or other excavation in the earth more than three (3) feet in depth shall not be kept, maintained or permitted to be in an uncovered, unprotected or otherwise dangerous or hazardous condition.

F. Disposal of Rubbish on Another's Property. No person may deposit or place rubbish upon a street, alley or a municipally owned property or upon any property owned by another, or in a refuse container owned by another except if with the consent of the owner and for the purpose of collection.

G. A controlled burn that generates smoke that prevents a neighboring property owner from enjoying the owner's property

8.08.024 - Garbage, junk and rubbish—Disposal and storage.

A. No person may discard or place any garbage, litter, junk, rubbish, manure or other wastes upon public property not set aside by law as a refuse—disposal site or sanitary fill, or upon any private property not maintained as a junk or salvage yard in accordance with applicable state and local law. No owner, lessee, agent or occupant shall allow or permit any junk, litter, garbage or rubbish to remain on any property owned or controlled by him that is not maintained as a junk or salvage yard in accordance with applicable state and local law, nor fail to maintain premises subject to his control free of garbage, rubbish, junk or other wastes in a manner approved by law.

B. All garbage shall be stored in a watertight container with a durable lid of adequate integrity for continued use.

8.08.026 - Transportation—Dumping.

No person shall deposit, dump, abandon, throw, scatter or transport rubbish, solid waste, liquid waste, or other tangible material in any manner as to cause the littering of any public or private property, street, alley, ditch, drain, watercourse or gutter.

8.08.028 - Unsightly premises.

No person shall maintain property, including but not limited to building exteriors, in such condition as to become so defective, unsightly, or in such condition of deterioration or disrepair that the same causes appreciable diminution of the property values of surrounding property or is materially detrimental to nearby properties and improvements. This includes but is not

limited to the keeping or disposing of or the scattering over the property or premises of any lumber, junk, trash or rubbish; abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers; stagnant water or excavations; or any device, decoration, design, fence, structure, clothesline or vegetation that is unsightly by reason of its condition or its inappropriate location.

8.08.030 - Nuisance abatement.

A. The city manager, any other city official or any person resident may submit to the city council notify the City Manager a written statement describing an alleged of an alleged public nuisance, and requesting that it be abated. Complaints made by private individuals or entities may be submitted to the City Manager in writing and must contain the name of the complainant, location of the property, and the alleged nuisance. The city manager or his or her designee may act on any complaint.

B. Prior to abating a nuisance, except as provided in subsection F of this section, the city manager or his or her designee shall issue a notice of nuisance violation and order of abatement. Except as provided in subsection E of this section, The city manager shall give written notice of the public nuisance allegation to all owners of the property; the person believed to be responsible for such violation if different from the owners of the property; and any person names as beneficiary in any recorded deed of trust related to the property, the owner of the property that is the location of the alleged public nuisance, and to any other person alleged to be responsible for causing the public nuisance. The notice shall be given by certified mail, return receipt requested, and by posting at the location of the alleged nuisance, The notice shall describing the alleged nuisance, order the abatement of the nuisance, and stating notify the recipient that the nuisance will may be abated by the City no earlier than 30 days after the date the notice was mailed. The notice shall also notify the recipient of the right to a hearing before a hearing officer if requested in writing within 30 days of the date on which the notice was mailed. unless the recipient of the notice requests a hearing in writing within twenty days after the date of the notice.

C. Any person to whom notice of abatement is sent or is required to be sent under subsection B of this section may request a hearing. The appealing party must file a written request for a hearing with the city clerk specifying the reasons for the hearing. Within twenty 30 days after a timely request for a hearing, a hearing officer appointed by the city shall hold a public hearing on whether the alleged public nuisance exists, and whether the public nuisance should be abated under this section. Notice of the hearing shall be given in the same manner as notice of the public nuisance, allegation.

D. At the hearing, each participant may present its own evidence and cross-examine other parties' witnesses. The hearing officer shall conduct the hearing

in an informal manner and shall not be bound by technical rules of evidence. **The city manager or his or her designee** ~~The person requesting abatement of the public nuisance shall bear the burden of establishing that the public nuisance exists and that it should be abated under this section.~~

E. No later than 30 days after the ~~At the conclusion of the hearing, the hearing officer shall prepare a written decision~~ **containing the hearing officer's decision and his or her basis for that decision.** A copy of such decision ~~and reasons therefor shall be provided to the~~ **parties to the appeal.** ~~person requesting abatement of the public nuisance and the owner of the property where the alleged nuisance is located and to any other person responsible for causing the public nuisance.~~ **The written decision shall contain a notice to the parties stating that the parties have 30 days to appeal the hearing officer's decision to the Board of Adjustment.** If the hearing officer finds that a public nuisance exists, the hearing officer shall direct the owner or other person responsible for causing the public nuisance to abate it within a specified time. If the owner or other person responsible for causing the public nuisance does not abate it within the specified time, the city manager **or his or her designee may** ~~shall~~ abate the public nuisance, ~~at the expense of the property owner or other responsible person.~~

F.G. The city manager **or his or her designee** may abate a public nuisance that constitutes a grave and immediate danger to the public peace, health, safety, morals, or welfare, without a prior hearing under subsection B of this section.

G.H. The city manager **or his or her designee** shall keep an account of the cost of the abating a public nuisance. The costs and expenses incurred by the city in such abatement shall be chargeable to the owner or other responsible person, and may be recovered by the city in a civil action.

H.I. ~~The procedure for abating a public nuisance in this section is cumulative and in addition to any other procedure authorized by law.~~

8.08.035-Board of Adjustment Appeal

A. The city or any party participating in an appeal to the hearing officer may appeal to the Board of Adjustment within 30 days after the hearing officer mails his or her written decision.

B. The appealing party must file a written notice of appeal with the city clerk specifying the basis for the appeal.

C. The Board of Adjustment shall provide notice of the hearing in the same manner as the notice of hearing before the hearing officer.

D. The hearing before the Board of Adjustment shall provide each party with fifteen minutes to present their argument. No new evidence may be presented before the Board of Adjustment. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the Board of Adjustment.

E. The Board of Adjustment shall issue a final written decision within 60 days of the hearing.

PART III – Staff Recommendation

The above edits provide the flexibility for the City to control the use of its resources for the abatement of nuisances and to work with property owners. The edits also provide

1. The ability to verify and determine a nuisance complaint when received.
2. It also allows the City Manager to determine and evaluate the financial impact of the a nuisance abatement prior moving forward
3. Outlines clear steps and due process for the public.
4. The processes are clearly outlined for the hearing officer and the board of adjustment.
5. Clarification of nuisance versus violation in chapters 13 and 18.

PART IV – SUGGESTED MOTION

“I move to approve Ordinance 1144”

Existing City Code

Chapter 8.08 - NUISANCES

Sections:

8.08.010 - Creation or maintenance prohibited.

No person may create or maintain a public nuisance, or permit a public nuisance to occur on property that the person owns or controls.

(Ord. No. 1107, § 5, 3-20-2013)

8.08.020 - Designated.

In addition to public nuisances under other provisions of law or this code, the following are public nuisances:

- A. The keeping of a place where activities are conducted in violation of law;
- B. All ditches, drains, wells, pools, cisterns, bodies or containers of water in which mosquitoes breed or are likely to breed, or which are so constructed, formed, conditioned or situated as to endanger the public health or safety;
- C. Rank weeds or grass, carcasses, accumulations of manure, refuse or other things, which are, or are likely to be, breeding places for flies, mosquitoes, vermin or disease germs;
- D. Any pit, hole or excavation which is so constructed, formed, conditioned and/or situated as to endanger public safety;
- E. Plowing or dumping of snow from a premises upon a city street or other public property without prior written authorization from the city manager;
- F. Permitting or enabling any premises to be inhabited by one or more feral cats. A feral cat is a descendant of a domesticated cat that has returned to the wild, as distinguished from a domesticated cat that has been lost or abandoned.

(Ord. No. 1107, § 5, 3-20-2013)

8.08.030 - Nuisance abatement.

- A. The city manager, any other city official or a city resident may submit to the city council a written statement describing an alleged public nuisance, and requesting that it be abated.
- B. Except as provided in subsection E of this section, the city manager shall give written notice of the public nuisance allegation to the owner of the property that is the location of the alleged public nuisance, and to any other person alleged to be responsible for causing the public nuisance. The notice shall be given by certified mail, return receipt requested, and by posting at the location of the alleged nuisance, describing the alleged nuisance and stating that the nuisance will be abated unless the recipient of the notice requests a hearing in writing within twenty days after the date of the notice.
- C. Within twenty days after a timely request for a hearing, a hearing officer shall hold a public hearing on whether the alleged public nuisance exists, and whether the public nuisance should be abated under this section. Notice of the hearing shall be given in the same manner as notice of the public nuisance allegation. At the hearing, each participant may present its own evidence and cross-examine other

parties' witnesses. The hearing officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence. The person requesting abatement of the public nuisance shall bear the burden of establishing that the public nuisance exists and that it should be abated under this section. At the conclusion of the hearing, the hearing officer shall prepare a written decision. A copy of such decision and reasons therefor shall be provided to the person requesting abatement of the public nuisance and the owner of the property where the alleged nuisance is located and to any other person responsible for causing the public nuisance.

- D. If the hearing officer finds that a public nuisance exists, the hearing officer shall direct the owner or other person responsible for causing the public nuisance to abate it within a specified time. If the owner or other person responsible for causing the public nuisance does not abate it within the specified time, the city manager shall abate the public nuisance, at the expense of the property owner or other responsible person.
- E. The city manager may abate a public nuisance that constitutes a grave and immediate danger to the public peace, health, safety, morals, or welfare, without a prior hearing under subsection B of this section.
- F. The city manager shall keep an account of the cost of the abating a public nuisance. The costs and expenses incurred by the city in such abatement shall be chargeable to the owner or other responsible person, and may be recovered by the city in a civil action.
- G. The procedure for abating a public nuisance in this section is cumulative and in addition to any other procedure authorized by law.

(Ord. No. 1107, § 5, 3-20-2013)

**CITY OF CORDOVA, ALASKA
ORDINANCE 1144**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA AMENDING CHAPTER 8.08 OF THE CORDOVA MUNICIPAL CODE ENTITLED “NUISANCES” TO EXPAND THE DEFINITION OF NUISANCES, GRANT THE CITY ADMINISTRATION AUTHORITY TO DECLARE AND ENFORCE NUISANCES AND ESTABLISH A RIGHT TO APPEAL A HEARING OFFICER’S DECISION REGARDING NUISANCES TO THE BOARD OF ADJUSTMENT AND AMENDING SECTIONS 8.24.050, 14.20.020, 13.20.050, 13.08.100, AND 18.80.040 OF THE CORDOVA MUNICIPAL CODE TO INCORPORATE THE RECOMMENDED AMENDMENTS TO CHAPTER 8.08

WHEREAS, it is in the City of Cordova’s best interest to clarify the nuisance notice and abatement process; and

WHEREAS, the current nuisance abatement process requires city council’s initial review of a nuisance complaint but does not provide a right of appeal to the Board of Adjustment; and

WHEREAS, it is in the City’s best interest to streamline the nuisance abatement declaration and hearing process while providing the City administration greater authority in declaring and enforcing nuisances within the City;

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

Section 1. Chapter 8.08 of the Cordova Municipal Code entitled “Nuisance” is amended to read as follows:

8.08.005 - Purpose.

The purpose of this chapter is to define what constitutes a public nuisance and how a public nuisance will be abated. The intended result of abating a public nuisance is to protect public health, safety and property values by reducing visual blight, providing for safer pedestrian and automobile traffic flow, and reducing negative impacts to the environment.

8.08.007-Definitions.

Whenever used in this chapter, these words shall be defined as follows:

"Attractive nuisance" means a circumstance or condition which may reasonably be expected to attract youth and which constitutes a danger to such youth which includes but is not limited to: 1) unused or abandoned refrigerators, freezers, or other large appliances or any parts of these appliances or equipment; 2) any structurally unsound or unsafe fence or building edifice; 3) any unsecured or abandoned excavation, pit, well, cistern, storage tank or shaft; 4) any sizeable collection of scrap lumber, trash, debris vegetation, or 5) any artificially created deposit of sand, dirt or gravel of sufficient height and grade to create a danger to children.

"Container" or "can" means a sturdy receptacle, either furnished by the city or approved by the city manager for refuse collection for commercial or residential service.

"Garbage" means food waste, including every accumulation of animal, vegetable or other matter that attends the preparation, consumption, decay, dealing in, discard of or storage of meats, fish, fowl, fruit or vegetables, including the cans, containers, wrappers or other tangible items wasted or used along with such materials,

"Hearing officer" means any person retained by the city manager or his or her designee but shall not be a city employee directly involved with declaring or abating nuisances within the city.

"Junk" means any worn-out, wrecked, scrapped, partially or fully dismantled or discarded tangible material, combination of materials or items such as chemicals, building materials, machinery, metal, rags, rubber, paper, plastics and wood that cannot without further or additional alteration and reconditioning be used for their original purposes.

"Liquid waste" means garbage, human and/or animal waste, litter, refuse, rubbish and other unwanted or discarded matter with sufficient liquid content to be free flowing.

"Litter" means "litter" as defined in section 8.32.010 of this code.

"Public nuisance" means any act or condition forbidden by any provision of this chapter and any act or condition that annoys, injures or endangers the safety, health, comfort, senses or repose of the public or any portion thereof or neighborhood within city boundaries or is an obstruction to the comfortable and safe enjoyment of public or private property.

"Rubbish" means all solid waste, liquid waste, garbage, junk, litter, ashes, combustible wastes and noncombustible wastes including grass clippings, hedge trimmings under three feet in length, paper and small light scrap lumber.

"Rubble" means brushwood, heavy yard trimmings which cannot be conveniently cut into three-foot lengths, discarded fence posts, ashes, cinders, street sweeping, catch basin muck, concrete, mortar, stones, bricks, scrap metal or other similar construction materials, trees or materials resulting from the erection or destruction of buildings.

"Solid waste" means garbage, human and/or animal waste, litter, refuse, rubbish and other unwanted or discarded matter with insufficient liquid content to be free-flowing.

8.08.010 –Creation or maintenance prohibited.

No person may create or maintain a public nuisance, or permit a public nuisance to occur on property that the person owns or controls. No person shall create, maintain or permit a public nuisance.

8.08.020- Public Nuisances designated.

In addition to public nuisances under other provisions of law or this code, ~~the following are public nuisances:~~ **public nuisances include but are not limited to the following acts and conditions:**

A. The keeping of a place where activities are conducted in violation of law;

~~B. All ditches, drains, wells, pools, cisterns, bodies or containers of water in which mosquitoes breed or are likely to breed, or which are so constructed, formed, conditioned or situated as to endanger the public health or safety;~~

~~C. Rank weeds or grass, carcasses, accumulations of manure, refuse or other things, which are, or are likely to be, breeding places for flies, mosquitoes, vermin or disease germs;~~

~~D. Any pit, hole or excavation which is so constructed, formed, conditioned and/or situated as to endanger public safety;~~

B. Plowing or dumping of snow from a premises upon a city street or other public property without prior written authorization from the city manager;

~~F. Permitting or enabling any premises to be inhabited by one or more feral cats. A feral cat is a descendant of a domesticated cat that has returned to the wild, as distinguished from a domesticated cat that has been lost or abandoned.~~

C. Abandoned and Unoccupied Buildings. No person shall allow vacant, unoccupied or abandoned buildings except those that have been boarded up at all doors, windows and other openings sufficiently to prevent ingress, or otherwise secured.

D. Attractive Nuisances. No person shall allow, maintain or permit an attractive nuisance to exist.

E. Dangerous Excavations. Any swimming pool, basement, gravel pit, ditch or other excavation in the earth more than three (3) feet in depth shall not be kept, maintained or permitted to be in an uncovered, unprotected or otherwise dangerous or hazardous condition.

F. Disposal of Rubbish on Another's Property. No person may deposit or place rubbish upon a street, alley or a municipally owned property or upon any property owned by another, or in a refuse container owned by another except if with the consent of the owner and for the purpose of collection.

G. A controlled burn that generates smoke that prevents a neighboring property owner from enjoying the owner's property

8.08.024 - Garbage, junk and rubbish—Disposal and storage.

A. No person may discard or place any garbage, litter, junk, rubbish, manure or other wastes upon public property not set aside by law as a refuse—disposal site or sanitary fill, or upon any private property not maintained as a junk or salvage yard in accordance with applicable state and local law. No owner, lessee, agent or occupant shall allow or permit

any junk, litter, garbage or rubbish to remain on any property owned or controlled by him that is not maintained as a junk or salvage yard in accordance with applicable state and local law, nor fail to maintain premises subject to his control free of garbage, rubbish, junk or other wastes in a manner approved by law.

B. All garbage shall be stored in a watertight container with a durable lid of adequate integrity for continued use.

8.08.026 - Transportation—Dumping.

No person shall deposit, dump, abandon, throw, scatter or transport rubbish, solid waste, liquid waste, or other tangible material in any manner as to cause the littering of any public or private property, street, alley, ditch, drain, watercourse or gutter.

8.08.028 - Unsightly premises.

No person shall maintain property, including but not limited to building exteriors, in such condition as to become so defective, unsightly, or in such condition of deterioration or disrepair that the same causes appreciable diminution of the property values of surrounding property or is materially detrimental to nearby properties and improvements. This includes but is not limited to the keeping or disposing of or the scattering over the property or premises of any lumber, junk, trash or rubbish; abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers; stagnant water or excavations; or any device, decoration, design, fence, structure, clothesline or vegetation that is unsightly by reason of its condition or its inappropriate location.

8.08.030 - Nuisance abatement.

A. The city manager, any other city official or any person resident may submit to the city council notify the City Manager a written statement describing an alleged of an alleged public nuisance, ~~and requesting that it be abated.~~ Complaints made by private individuals or entities may be submitted to the City Manager in writing and must contain the name of the complainant, location of the property, and the alleged nuisance. The city manager or his or her designee may act on any complaint.

B. Prior to abating a nuisance, except as provided in subsection F of this section, the city manager or his or her designee shall issue a notice of nuisance violation and order of abatement. ~~Except as provided in subsection E of this section, The~~ city manager shall give written notice of the public nuisance allegation to all owners of the property; the person believed to be responsible for such violation if different from the owners of the property; and any person names as beneficiary in any recorded deed of trust related to the property. ~~the owner of the property that is the location of the alleged public nuisance, and to any other person alleged to be responsible for causing the public nuisance. The notice shall be given by certified mail, return receipt requested, and by posting at the location of the alleged nuisance.~~ The notice shall ~~describing~~ the alleged nuisance, order the abatement of the nuisance, and ~~stating~~ notify the recipient that the nuisance will may be abated by the City no earlier than

30 days after the date the notice was mailed. The notice shall also notify the recipient of the right to a hearing before a hearing officer if requested in writing within 30 days of the date on which the notice was mailed. ~~unless the recipient of the notice requests a hearing in writing within twenty days after the date of the notice.~~

C. **Any person to whom notice of abatement is sent or is required to be sent under subsection B of this section may request a hearing. The appealing party must file a written request for a hearing with the city clerk specifying the reasons for the hearing.** Within ~~twenty~~ **30** days after a timely request for a hearing, a hearing officer **appointed by the city** shall hold a public hearing on whether the alleged public nuisance exists, and whether the public nuisance should be abated under this section. Notice of the hearing shall be given in the same manner as notice of the public nuisance. ~~allegation.~~

D. At the hearing, each participant may present its own evidence and cross-examine other parties' witnesses. The hearing officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence. **The city manager or his or her designee** ~~The person requesting abatement of the public nuisance~~ shall bear the burden of establishing that the public nuisance exists and that it should be abated under this section.

E. **No later than 30 days after the** ~~At the conclusion of the hearing,~~ the hearing officer shall prepare a written decision **containing the hearing officer's decision and his or her basis for that decision.** A copy of such decision ~~and reasons therefor~~ shall be provided to the **parties to the appeal.** ~~person requesting abatement of the public nuisance and the owner of the property where the alleged nuisance is located and to any other person responsible for causing the public nuisance.~~ **The written decision shall contain a notice to the parties stating that the parties have 30 days to appeal the hearing officer's decision to the Board of Adjustment.** If the hearing officer finds that a public nuisance exists, the hearing officer shall direct the owner or other person responsible for causing the public nuisance to abate it within a specified time. If the owner or other person responsible for causing the public nuisance does not abate it within the specified time, the city manager **or his or her designee may** ~~shall~~ abate the public nuisance. ~~at the expense of the property owner or other responsible person.~~

F.G. The city manager **or his or her designee** may abate a public nuisance that constitutes a grave and immediate danger to the public peace, health, safety, morals, or welfare, without a prior hearing under subsection B of this section.

G.H. The city manager **or his or her designee** shall keep an account of the cost of the abating a public nuisance. The costs and expenses incurred by the city in such abatement shall be chargeable to the owner or other responsible person, and may be recovered by the city in a civil action.

H.I. ~~The~~ procedure for abating a public nuisance in this section is cumulative and in addition to any other procedure authorized by law.

8.08.035-Board of Adjustment Appeal

A. The city or any party participating in an appeal to the hearing officer may appeal to the Board of Adjustment within 30 days after the hearing officer mails his or her written decision.

B. The appealing party must file a written notice of appeal with the city clerk specifying the basis for the appeal.

C. The Board of Adjustment shall provide notice of the hearing in the same manner as the notice of hearing before the hearing officer.

D. The hearing before the Board of Adjustment shall provide each party with fifteen minutes to present their argument. No new evidence may be presented before the Board of Adjustment. The filing of an appeal shall stay all proceedings in the matter until a determination is made by the Board of Adjustment.

E. The Board of Adjustment shall issue a final written decision within 60 days of the hearing.

Section 2. Section 8.24.050 of the Cordova Municipal Code entitled "Nuisance" is amended to read as follows:

8.24.050 - Nuisance defined.

A controlled burn that generates smoke that prevents a neighboring property owner from enjoying the owner's property is a nuisance **under section 8.08** and must be extinguished immediately upon request of the fire department.

Section 3. Section 14.20.020 of the Cordova Municipal Code entitled "Definitions" is amended to read as follows:

In this chapter:

"Authorized collector" means a person with whom the city has contracted or whom the city has licensed to collect and dispose of refuse.

"Bag" means a refuse bag constructed of either polyethylene or paper approved by the city manager for indoor and outdoor storage of dry, wet and flammable refuse.

"Commercial service" means service that is not residential service.

"Container" or "can" means a sturdy receptacle, either furnished by the city or approved by the city manager for refuse collection for commercial or residential service.

"Garbage" means food waste-, **including every accumulation of animal, vegetable or other matter that attends the preparation, consumption, decay, dealing in, discard of or storage**

of meats, fish, fowl, fruit or vegetables, including the cans, containers, wrappers or other tangible items wasted or used along with such materials.

"Holiday" means a recognized city holiday under Section 4.48.040.

"Refuse" means all forms of solid waste including garbage and rubbish, but excluding rubble.

"Residential service" means service to one or more dwelling units.

"Rubbish" means grass clippings, hedge trimmings under three feet in length, paper and small light scrap lumber.

"Rubble" means brushwood, heavy yard trimmings which cannot be conveniently cut into three-foot lengths, discarded fence posts, ashes, cinders, street sweeping, catch basin muck, concrete, mortar, stones, bricks, scrap metal or other similar construction materials, trees or materials resulting from the erection or destruction of buildings.

Section 4. Section 13.20.050 of the Cordova Municipal Code entitled "Nuisance declared-Violation" is amended to read as follows:

13.20.050 – ~~Nuisance~~ **Violation** declared-Violation.

A. Any marquee, hood, canvas or cloth awning, or any sign erected within the jurisdiction of the city that does not conform to the requirements of this chapter shall be deemed a ~~public nuisance~~ as a matter of law **a violation of this chapter.**

B. Upon finding that any object described in subsection A of this section does not conform to the requirements of this chapter, the city shall provide written notice of ~~noncompliance~~ **violation** to the owner. The owner shall have two days from receipt of that notice to bring the object into compliance or otherwise abate the ~~nuisance~~ **violation.** If the owner fails to do so, the city may then remove the object or otherwise effect compliance without further notice. The owner is liable for all expenses incurred by the city in effecting removal or compliance after the two-day period expires.

C. Failure to obey or otherwise comply with any provision of this chapter or any rule, order or regulation issued thereunder is a violation. The minimum penalty upon conviction of a single violation of this chapter shall be a fine of fifty dollars.

Section 5. Section 13.08.100 of the Cordova Municipal Code entitled "Nuisance declared-Violation" is amended to read as follows:

13.08.100 - ~~Nuisance declared~~-Violation.

A. Any coal chute, freight chute or other opening in the sidewalk of the city not in compliance with Section 13.08.090 of this code shall be deemed a ~~public nuisance~~ as a matter of law **subject to the penalty set forth in (B) of this section.**

B. Failure to obey or comply with that section or any other provision of this chapter or any rule, order or regulation issued thereunder shall be a violation. The minimum penalty upon conviction of a single violation of this chapter shall be a fine of fifty dollars.

Section 6. Section 18.80.040 of the Cordova Municipal Code entitled “Nuisance Nonconforming building or structure” is amended to read as follows:

18.80.040 - ~~Nuisances~~ Nonconforming building or structure.

Any building or structure set up, erected, built, moved or maintained, or any use of property contrary to the provisions of this title shall be and the same is declared to be unlawful and a ~~public nuisance~~ **violation of this title** and the city attorney shall, upon order of the city council, immediately commence action or actions, proceeding or proceedings, for the abatement, removal and enjoinder thereof, in the manner provided by law, and shall take such other steps and shall apply to such court or courts as may have jurisdiction to grant such relief as will abate or remove such building, structure or use, and restrain and enjoin any person from setting up, erecting, moving, or maintaining any such building or structure, or using any property contrary to the provisions of this title.

Section 7. Section 18.52.050 of the Cordova Municipal Code entitled “Junkyards- Declared nuisance when” is amended to read as follows:

18.52.050 - Junkyards—Declared nuisance when.

Regardless of any other provision of this title, any junkyard as defined in this title, which after the adoption of the ordinance codified in this title exists located in any district other than an I district as nonconforming use, is declared to be a public nuisance and shall be abated, removed or changed to a conforming use within two years ~~thereafter~~ **of adoption of this section.**

Section 8. Section 18.46.040 of the Cordova Municipal Code entitled “Nuisance Violation and removal” is amended to read as follows:

18.46.040 - ~~Nuisances~~ **Violation** and removal.

A. A wind energy system shall be erected and maintained plumb, level, and true and shall be repaired, painted, and maintained in accordance with this chapter, any manufacturer's recommendations and instructions, and with industry standards for wind energy systems.

B. A demolition permit is required to remove a wind energy system. The permit shall require the removal of the entire wind energy system, including foundations to below natural grade, collection, connection, and transmission equipment, at the owner's sole expense.

C. The city planner or designee may order the repair or removal of a wind energy system that is not maintained in accordance with this section. A wind energy system that is not maintained in accordance with this section, or is not operated for a period of one hundred eighty consecutive days, is a public nuisance subject to abatement under Chapter 8.46-~~08~~**08** of this Code.

Section 9. 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, and published within ten (10) days after its passage.

1st reading: May 4, 2016
2nd reading and public hearing: _____, 2016

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

Clay Koplín, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

DRAFT

MEMORANDUM

TO: CORDOVA CITY COUNCIL

FROM: HOLLY C. WELLS

RE: WILDLIFE TROOPER LEASE

CLIENT: CITY OF CORDOVA

FILE NO.: 401,777.245

DATE: APRIL 26, 2016

Ordinance 1145 authorizes the City Manager to enter into a lease with the State of Alaska, Department of Administration for use of Old City Hall by the State of Alaska Department of Public Safety, Wildlife Troopers. The essential terms of the lease are as follows:

- 1) The lease will be effective July 1, 2016, and the initial lease term will end on June 30, 2019, which is a three-year period.
- 2) Rent will be \$2,600 per month for the initial lease term.
- 3) The lease will provide the State with the option to renew for five one-year lease terms, with the rental rate based upon the current rate adjusted for the consumer price index.

While the State of Alaska and the City have agreed on these essential terms of the lease, the State is currently working on amending the standard State of Alaska lease template to exclude lease conditions that are inapplicable to this specific lease. Consequently, the lease attached to Ordinance 1145 provides the terms necessary for Council to authorize the lease, if it so chooses, but does not include many of the non-essential terms that will be negotiated by the City Manager and the Department of Administration. The language of the Ordinance 1145 is drafted to ensure that the City Manager has the authority to negotiate these non-essential terms and execute the lease so long as the essential terms remain as identified in the ordinance.

The City administration recommends approval of Ordinance 1145, which not only provides much needed revenue to the City, but also provides support to the great community service offered by the Wildlife Troopers.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1145**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE
STATE OF ALASKA DEPARTMENT OF ADMINISTRATION ON BEHALF OF THE
STATE OF ALASKA WILDLIFE TROOPERS FOR THE LEASE OF 2,500 SQUARE FEET
OF OFFICE SPACE IN THE CITY-OWNED BUILDING COMMONLY KNOWN AS “THE
OLD CITY HALL BUILDING”**

WHEREAS, the City of Cordova, Alaska (“City”) owns approximately 2,500 usable square feet of office space plus ten parking spaces located in the Old City Hall Building at 602 Railroad Avenue, Cordova, Alaska, 99574 (the “Property”); and

WHEREAS, the State of Alaska, Department of Administration, on behalf of the Alaska Wildlife Troopers (“Wildlife Troopers”) has agreed to lease from the City approximately 2,500 square feet of usable office space as well as space for parking in the Old City Hall Building located at the above stated address for a three year term at a rental rate of \$2600 per month and with the five options to renew for one year terms with rent in each of those terms adjusted in accordance with the consumer price index (“Lease”); and

WHEREAS, a draft of the lease between the City and the State of Alaska containing these essential terms of the lease is attached to this Ordinance as Exhibit A; and

WHEREAS, leasing the Property to the State of Alaska for use by the Wildlife Troopers and under the essential terms and conditions identified in this Ordinance and Exhibit A is in the best interest of the City and the City Manager will continue to negotiate in good faith the non-essential terms of the lease in order to serve the City’s best interests;

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

Section 1: The City Council of the City of Cordova hereby, authorizes the Lease with the Wildlife Troopers for an initial three-year term commencing July 1, 2016 and ending June 30, 2019, for the base monthly rental rate of \$2,600 per month, with an option for the lessee to renew the Lease for five additional one-year lease terms, located at the property described as 2,500 usable square feet of office space plus ten parking spaces located in the Old City Hall Building at 602 Railroad Avenue, Cordova, Alaska, 99574.

Section 2: The essential terms of the Lease between the City and the State of Alaska hereby is in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease to the State of Alaska on behalf of the City, in substantially the form and with the essential terms now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to

constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease as executed.

1st reading: May 4, 2016
2nd reading and public hearing: _____, 2016

PASSED AND APPROVED THIS _____ DAY OF _____, 2016.

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

DRAFT

EXHIBIT A TO ORDINANCE 1145

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**STATE OF ALASKA
STANDARD LEASE FORM
LEASE 2679**

IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS LEASE AND THE TERMS AND CONDITIONS OF EXHIBIT A, THE TERMS AND CONDITIONS OF THE EXHIBIT A WILL PREVAIL.

THIS LEASE, entered into this _____ day of _____ 2016,
and to be recorded in the **Cordova Recording District**, by and between:

**CITY OF CORDOVA
P.O. BOX 1210
CORDOVA, ALASKA 99574**

hereinafter called the Lessor, and

**STATE OF ALASKA
DEPARTMENT OF ADMINISTRATION – 12
550 WEST 7th AVENUE SUITE 1960
ANCHORAGE, ALASKA 99501-3571**

hereinafter called the Lessee.

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OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

LEASE No. **2679**

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Leasing Section

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The Lessor hereby leases to the State of Alaska the following described premises:

Approximately 2,500 usable square feet of office space plus ten parking spaces located in the Old City Hall Building at 602 Railroad Ave., Cordova, Alaska, 99574. *Legally More specifically described as: A portion of the building encompassing lots 9-12 Block 5, specifically the southernmost one story portion of the building encompassing lots 11 and 12 and commonly known as the "old city hall building".*

to have and to hold the same, with all appurtenances unto the Lessee for the term of three years **beginning on the 1st day of July, 2016 and ending on the 30th day of June, 2019** and for the **rental of \$2,600.00 per month** payable on the first day of each and every month of said term at the office of the Lessor or in advance at the option of the Lessee. Payment for any partial months occupancy shall be prorated based on a thirty (30) day month.

COVENANTS OF THE LESSEE

- 1. The Lessee does hereby covenant and agree with the Lessor that it will:
 - a) pay said rent at the times and place and in the manner aforesaid;
 - b) use and occupy said premises in a careful and proper manner;
 - c) not use or occupy said premises for any unlawful purpose;
 - d) not assign this lease, not underlet said premises, nor any part thereof, without the written consent of the Lessor, provided however such consent shall not be unreasonably withheld;

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agents and employees pursuant to this lease; the Lessor shall also assume all insurable risks and bear any loss of injury to property or persons occasioned by neglect or accident during the tenure of this lease, excepting only sole negligence of the Lessee.

- c) furnish heat and cooling, electricity, water, trash removal, and sewage disposal without additional cost to the Lessee;
- d) furnish heating and cooling to all the office space and similar type space uniformly within a 68 degrees Fahrenheit to 72 degrees Fahrenheit temperature range. Heating and cooling in the computer room shall be maintained at a uniform temperature between 60 degrees and 65 degrees Fahrenheit;
- e) furnish unisex restroom that has hot and cold running water at all lavatories and similar fixtures and which shall be equipped with mirrors, dispensers for soap, toilet tissue, sanitary seat covers and paper towels.
- f) maintain and keep the stairway and common or public hallway used for access to the leased premises in a clean and safe condition;
- g) maintain the premises in keeping with good fire prevention practices. The State reserves the right, at reasonable times, to enter and make fire prevention and fire protection inspections of the building and space occupied. Recommended improvements will be given every consideration by the Lessor;
- h) the Lessor agrees that facilities provided in this lease are tenantable and that they comply with all laws pertaining to tenantability and performance of this provision is insured by the Lessor agreeing to pay the cost of any building

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alterations which may be needed during the period of the Lessee's occupancy for purposes of correcting any violation of the law cited by a regulatory agency of government not directly a result of the State's occupancy.

If during the term of this lease, or any renewal or extension thereof, the premises or any part thereof should be rendered untenable by public authority, or by fire or the elements, or other casualty, a proportionate part of the rent according to the extent of such untenability shall be abated and suspended until the premises are again made tenantable and restored to their former condition by the Lessor; and if the premises or a substantial part thereof are thereby rendered untenable and so remain for a period of thirty (30) days, the state may, at its option, terminate the lease by written notice to the Lessor.

The State's decision shall be controlling as to whether or not the premises are fit or unfit for occupancy. This thirty-(30) day period shall not be so restrictively construed that the Lessee is bound to remain in the leased facility if the State's business cannot be safely executed. If warranted due to unsafe condition, Lessee is free to move elsewhere. If the premises are made tenantable again within this thirty-(30) day period, Lessee will return to the facility for occupancy. Lessee may also choose to recover any excess costs, over the abated lease payments, occasioned by relocation due to unsafe condition.

In the event the Lessor fails to correct any violation or remedy any untenable condition in the time interval prescribed by law, the Lessee shall be free to terminate the lease, or shall have the option by hiring competent workmen, with the Lessor bearing the cost of all materials and labor. Lessor further agrees that alterations performed by the Lessee to correct OSHA violations will not be construed by the Lessor to constitute a breach of the terms of this lease.

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In the event that, in the reasonable judgment of the Lessee the lawful enjoyment of the demised premises is threatened by the interruption or severance of utilities and severance provided hereunder by the Lessor, and when such interruption or severance is due to deliberate, or negligent, or tacitly negligent act of the Lessor, the Lessee shall have the right to bind such utilities and services as are threatened, in the name of the Lessee. The Lessee shall be free to deduct from the lease payments the cost of such utilities and services, together with all necessary deposits and the Lessee's actual administrative costs necessary to procure the utilities and services.

- i) maintain the building free of any mechanical, structural or electrical hazards and in a good state of general repair and maintenance. Lessor agrees that after reasonable notice in writing by the Lessee that these obligations have not been satisfactorily fulfilled, the Lessee can then obtain competent workmen to correct the deficiencies, all of which will be paid for by the Lessor. Bills for such work will be sent directly to the Lessor for payment. Should there be any delay in payment by the Lessor, the Lessee shall pay the bills and deduct the cost from the next month(s) rent payments(s), whichever is determined appropriate by the Lessee.
- j) Lessor shall renovate the space by refinishing, or replacing all damaged or worn wall, ceiling, floor covering, window covering or built-in building fixtures at least every five (5) years of occupancy or at the reasonable request of the occupying State agency. All cost associated with the renovations, including moving expenses, will be the responsibility of the Lessor. If Lessor does not respond to such reasonable renovation requests by the occupying State agency, the State

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reserves the right to hire competent workmen to accomplish such renovation(s) at the lessor's expense.

- k) If the leased property is sold during the term of the lease, or an extension thereof, the sale will be made subject to the lease. This also applies to any sale as a result of an encumbrance on the property that existed prior to the execution of this lease.

MUTUAL COVENANTS

3. It is mutually agreed by and between the Lessor and Lessee that:
 - a) all terms and conditions of the preceding covenants of both Lessee and Lessor are agreeable and accepted in their entirety, except as herein noted;
 - b) all fixtures and/or equipment of whatsoever nature as shall have been installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of this lease or renewal and at its own expense repair any injury to the premises resulting from such removal;
 - c) if the Lessee shall at any time be default in the payment of rent herein reserved, or in the performance of any of the covenants, terms and conditions, or provision of this lease, and the Lessee shall fail to remedy such default within sixty (60) days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon said premises and again have, repossess, and enjoy the same as if

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the lease had not been made, and thereupon this lease and everything herein contained on the part of the Lessor to be done and performed shall cease and determine without prejudice however, it shall be the right of the Lessor to recover from the Lessee all rent due up to the time of such entry. In case of any such default and entry by the Lessor, said Lessor may relet said premises for the remainder of said term for the highest rent obtainable, and may recover from the Lessee any deficiency between the amount so obtained and the rent herein reserved;

- d) if the Lessee shall pay the rent as herein provided, and shall keep, observe, and perform all of the covenants of this lease by it to be kept, performed, and observed, the Lessee shall and may, peaceably and quietly, have, hold, and enjoy the said premises for the term aforesaid;
- e) this lease and all the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto;
- f) the State shall have the option to renew this lease for five (5) additional one year periods to be exercised by giving the Lessor written notice prior to the expiration of each term.

ADJUSTMENTS: Adjustments in the lease rate may be made if requested in writing by the Lessor at least thirty (30) days prior to the effective date of the adjustment. Request must be made annually only. Such adjustments may be made annually to reflect the changes in the Lessor's variable costs, and defined as all operational cost other than

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debt service and profit. Operational costs, for purposes of the lease resulting from this RFP, are equal to thirty-five percent (35%) of the Base Monthly Lease Rate.

The monthly lease rate may be adjusted effective July 1, 2017 and each July 1 thereafter, and will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index, for All Urban Consumers, All Items, (CPI-U) Anchorage Area, in effect for each **July through December (2nd Half)**. The percentage difference between the CPI in effect for **the base year six (6) month average, 2015 CPI Index (216.706)** and each CPI 2nd Half average thereafter will determine the maximum allowable adjustment of the variable costs over the Base Monthly Lease Rate. The Base Monthly Lease Rate is **\$2,600.00**.

Adjustment to the monthly lease rate will be computed as follows:

[(Variable Cost Percentage X Base Monthly Lease Rate) X Percentage of Change In CPI] + Base Monthly Lease Rate will equal (=) the adjusted monthly lease rate.

The formula is expressed as:

[(35% x Base Monthly Lease Rate) x % change in CPI] + Base Monthly Lease Rate = Adjusted Monthly Lease Rate.

RETROACTIVE adjustments will not be allowed.

- g) this lease is subject to all applicable laws of the State of Alaska or local government;

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- h) FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS: The fiscal year for the State of Alaska is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the State are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the lease, the State has the right to terminate this lease in whole, or in part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the State, and shall not constitute a breach or an event of default by the State.
- i) all conditions and covenants of the lease shall remain in full force and effect during any extension hereof. Any holding over after the expiration date of this lease or any extension or renewal thereof, shall be construed to be a tenancy from month to month, at the same monthly rental and on the terms and conditions herein specified so far as applicable;
- j) time is of the essence of this lease.

Other Provisions

4. The following additional provisions, modifications, exceptions, riders, layouts and or forms were, are, agreed upon prior to execution and made a part hereof:

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- a. Lessee, at its sole expense, shall be responsible for any paint or carpet replacement Lessee may require, and Lessor agrees to permit Lessee to paint and/or replace carpet with colors and quality selected solely by the Lessee.
- b. Lessee, at its sole expense, shall be responsible for the installation of any IT equipment and wiring Lessee may require. Lessor shall permit Lessee to install IT and wiring Lessee may require, subject to the Lessee using qualified personnel or contractors and performing all work in compliance with applicable codes, regulations, and laws.
- c. Lessor shall provide the space at no cost to the Lessee for the first month of the firm term from July 1, 2016 through July 31, 2016. Rent shall commence on August 1, 2016.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

Lessor: CITY OF CORDOVA

Lessee: STATE OF ALASKA

By: _____
 Randy Robertson _____
 Title: _____, City Manager
 Contracting Officer IV

By: _____
 Ken Stewart

Date: _____

Date: _____

**ACKNOWLEDGMENT OF LESSOR: CITY OF CORDOVA
 STATE OF ALASKA
 CITY OF CORDOVA**

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This is to certify that on this _____ day of _____, 2016 before me a Notary Public in and for the State of Alaska duly commissioned and sworn personally appeared _____ to me known and known by me to be the person(s) described in and who executed the instruments set forth above and severally stated to me under oath that (he, she) is _____ and that (he/she) has been authorized by **the City of Cordova** to execute the foregoing lease amendment for and on behalf of the said company, corporation, individual, or other entity and they executed same freely and voluntarily as a free act and deed of **Same**.

WITNESS my hand and official seal the day and year this certificate first above written.

 Notary Public for Alaska
 My Commission Expires: _____
 Residing at: _____

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**ACKNOWLEDGMENT BY LESSEE: STATE OF ALASKA
 STATE OF ALASKA
 CITY OF ANCHORAGE**

This is to certify that on this _____ day of _____, 2016 before me a Notary Public in and for the State of Alaska duly commissioned and sworn, personally appeared **Ken Stewart, Contracting Officer IV** to me known and known by me to be the person described in the executed instruments set forth above as an agent of the Division of General Services of the State of Alaska and that this person has been authorized by the State of Alaska to execute the foregoing lease amendment on behalf of said State of Alaska and that this person executed the same freely and voluntarily as the free act and deed of the State of Alaska.

WITNESS my hand and official seal the day and year this certificate first above written.

 Brian Blessington
 Notary Public for Alaska
 My Commission Expires: End of Office
 Residing at: Anchorage, Alaska

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STATE OF ALASKA
Department of Administration
Division of General Services
Leasing and Facilities Section
550 West 7th Avenue, Suite 1960
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LEASE 2679 EXHIBIT A

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Cordova, Alaska

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1. STANDARD TERMS AND CONDITIONS

1.1 DEFAULT

In case of default by the Lessor for any reason, the State may procure the goods or services from another source and hold the Lessor responsible for any resulting excess cost and may seek other remedies under law or equity.

1.2 DISPUTES

Any dispute arising out of the lease shall be resolved under the laws of Alaska. Any claim must be brought under AS 36.30.620.

1.3 PREPARATION FOR OCCUPANCY

In preparing the space for occupancy under the lease, the Lessor and its contractors and subcontractors must comply with all applicable federal, state, and local regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state and local taxes. ~~Lessors should contact the State of Alaska, Department of Labor, Wage and Hours Administration, 907-269-4900, for information regarding State wage rate requirements.~~ In the absence of local regulations, State codes shall apply. Minimum requirements established in this lease shall not be construed as lowering the standard established by local regulations, and when local regulations and codes contain more stringent provisions, they shall govern. The Lessor shall be responsible for obtaining all permits.

1.4 ASSIGNMENTS

Assignment of rights, duties, or payments under a contract resulting from this RFP is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. The lease and all covenants, provisions and conditions of the lease will inure to the benefit of and be binding upon the successors and assigns of the Lessor.

1.5 SEVERABILITY

If any provision of the contract or agreement, is declared by a court to be illegal, or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

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1.6 DELIVERY AND CONDITIONS OF PREMISES

The term "ready for occupancy" requires the space to meet all the requirements of the lease and this exhibit. Note: Lessor must comply with Section 2.1 Pre-Occupancy Requirements, (including delivery of required documents prior to acceptance and occupancy). The State reserves the right to determine when the space is ready for occupancy.

1.7 FORCE MAJEURE

The Lessor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the Lessor. For the purposes of this Agreement, Force Majeure will mean: war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; or strikes.

1.8 FOREIGN CONTRACTING

By signature on this lease, the Lessor certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States. Failure to comply with this requirement may cause the State to cancel the contract.

END OF SECTION

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2. LEASE PROVISIONS

~~2.1 PRE-OCCUPANCY REQUIREMENT~~

~~Compliance with all parts of this Request for Proposal will be required prior to acceptance and occupancy; including but not limited to, submittal of the following items to the State:~~

- ~~a. Certificate of occupancy (where applicable) from an appropriate building official~~
- ~~b. State Inspection(s) (where applicable)~~
- ~~c. ADA Facility Audit Affidavit — provided by a licensed State of Alaska Architect~~
- ~~d. Certificate of Insurance~~
- ~~e. As-Built drawings (Provide within thirty (30) days of occupancy)~~
- ~~f. Certifying letter from the disciplines noted, confirming compliance with the relevant RFP requirements has been met~~
 - ~~i. Mechanical Engineer, Section, "Mechanical"~~
 - ~~ii. Electrical Engineer, Section, "Electrical" & "Voice and Data Requirements"~~
 - ~~iii. Air Balancing NEBB Contractor, Section, "Mechanical"~~
 - ~~iv. Engineer, specializing in industrial noise control, Section, "Acoustic Requirements"~~
 - ~~v. Certified Industrial Hygienist, Section, "Type of Building" & Section, "Environmental & Life / Safety"~~

~~2.2 LEASE ADDITION / DEDUCTION~~

~~At the State's discretion, available space may be added to the originally specified space through amendment to lease. This added space may be severable in whole or part from the original lease at no added costs, with a sixty-day written notice from the State to the Lessor.~~

~~2-32.1 HOURS OF OPERATION~~

~~The State reserves the right to establish and maintain its own hours of operation during the life of the lease and any renewals. Generally, State offices are open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday. The State reserves the right to change its hours of operation to accommodate needs of the public and the State. This may require the Lessor to provide full building functions during any change in hours of operation such as HVAC, lighting, electrical, etc. at no additional lease costs.~~

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2.4 INGRESS AND EGRESS

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~~All space including common areas shall be available on a 24 hour day, seven days a week basis. Elevator service, if required or available, must be at least on call or on automatic basis during other than regular building service hours.~~

2-52.2 RIGHT TO USE

The State shall have the right to use said premises for general and governmental offices, including without limitation, use by various agencies, corporations, departments, instrumentality's, other entities working in partnership with the State, and other offices of the State of Alaska. State shall not use said premises for any other use without the Lessor's consent, which shall not be unreasonably withheld.

2-62.3 LEASE PAYMENTS

The lease payments shall be payable on the first day of each and every month of the lease term. Payment for any partial month's occupancy shall be pro-rated, based on a 30-day month.

The State of Alaska has implemented the State of Alaska Payments Program using the Financial EDI (Electronic Data Interchange) process to enable the electronic transfer of payments directly to a Lessor's bank account. The program is designed to transmit payments to Lessors more quickly and effectively, and eliminates the possibility of lost/stolen warrants. The successful offeror will be sent an EDI Authorization Agreement and information related to the process when this contract is awarded.

2-72.4 LEASE IS RECORDABLE

The Lessor and State agree to provide such signatures and documentation as will be necessary to record the lease as an encumbrance against the real property on which the lease space is situated

2-82.5 COSTS TO BE BORNE BY THE OFFEROR

~~The Lessor is required to include as part of the lease consideration: all utilities except monthly recurring telephone, but including heating and cooling, ventilation, electricity, sewage, potable water, trash removal from the premises, snow and ice removal from walkways and parking areas, and any and all other costs associated with the State's occupancy of the lease space. The State shall be responsible for janitorial service within its exclusive lease space.~~

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~~2.9 COSTS~~

~~Unless otherwise provided, all requirements of the lease shall be furnished within the rent price and at no additional cost to the State.~~

~~2.10 ACCESSIBILITY~~

~~The Lessor certifies that the design and construction of the proposed space, and any subsequent alterations of the proposed space, shall meet the specifications of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG, Appendix A to 28 CFR, Part 36) as published in the Federal Register, Vol. 56, No. 144, Friday, July 26, 1991, Rules and Regulations (hereafter referred to as ADA compliance) on the date of occupancy; and throughout the entire occupancy of the State.~~

~~The Americans with Disabilities Act of 1990 (42 U.S.C. 12101) defines the State of Alaska as a "public entity" subject to Title II of the ADA. The Lessor must provide space that meets ADA compliance as it applies to a public entity. In providing space that meets the Title II requirements, the Lessor does not have and will not attain the right to direct how, when or where program services are delivered.~~

~~ADA compliance under Title II is more stringent than the compliance requirements for commercial space. When providing space to the State under ADA compliance requirements, the Lessor is aware of and will comply with the following additional requirements:~~

- ~~(1) Exception (1) to Section 4.1.3 [page 7] of ADAAG is not applicable to facilities proposed for lease to the State of Alaska;~~
- ~~(2) Exception (i) to Section 4.1.6(l)(k) of ADAAG is not applicable to facilities proposed for lease to the State of Alaska;~~
- ~~(3) Section 4.1.6(2) of ADAAG is not applicable to facilities proposed for lease to the State of Alaska.~~
- ~~(4) Provide at least one (1) accessible entrance with a power door operator.~~
- ~~(5) Provide at least one (1) accessible route from an accessible entrance to primary function areas, including restrooms and drinking fountains.~~

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~~(6) Provide at least one (1) accessible restroom and drinking fountain per floor occupied by the State. Where it is technically infeasible to alter existing restrooms, a unisex restroom is permitted.~~

~~(7) Provide ADA compliant signage.~~

~~(8) Provide accessible parking, where parking is provided.~~

~~(9) Provide at least one (1) accessible passenger zone, where loading zones are required.~~

~~(10) Provide at least one (1) accessible route connecting accessible parking and accessible parking zones to an accessible entrance.~~

Prior to occupancy by the State, the Lessor must furnish an ADA Facility Audit Affidavit from an architect registered to practice in the State of Alaska. The affidavit must be prepared **after the completion of any new construction or any alteration** of the existing space undertaken to respond to the Request for Proposal. The ADA Facility Audit Affidavit must indicate that the proposed space complies with all the requirements of ADAAG as further defined within the **ACCESSIBILITY** paragraph.

The State's inspection and acceptance of the Lessor's space and alterations does not relieve the Lessor of responsibility for ADA compliance. The Lessor further agrees to pay the cost of any corrections that may be needed during the period of the State's occupancy for purposes of correcting deficiencies to meet the above-prescribed ADA compliance.

In the event the Lessor fails to correct deficiencies within a period of thirty (30) days from receipt of written notification, the State will have the right to terminate the lease; or, the State will have the option of correcting deficiencies by hiring competent workers, with the Lessor bearing the cost of all labor and materials. The State will have the right to deduct all of the costs incurred, including administrative costs, from the lease payment. The Lessor further agrees that deficiency corrections performed by the State will not be construed to constitute a breach of this lease.

2.11 AS-BUILT DRAWINGS

The Lessor shall provide "As-Built" drawings to reflect the total leased area prior to occupancy, including all improvements. Drawings to be at 1/8" scale. Drawings shall demonstrate: (a) usable square footage for all State leased rooms and areas, (b) location of all computer outlets and cabling, and (c) location of all electrical outlets. If the Lessor

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~~fails to provide the "As-Built" drawings within thirty (30) calendar days from the date of occupancy; the State shall have the right to secure "As-Built" drawings prepared by a State of Alaska licensed and registered Architect or Engineer, and to deduct the costs incurred, including administrative costs, from the lease payments.~~

2-122.6 STATE INSTALLED FIXTURES

All fixtures and equipment installed in the premises by the State, whether permanently affixed thereto or otherwise; shall continue to be the property of the State; and may be removed by the State at any time, provided however, the State shall, at its own expense, repair any injury to the premises resulting from such removal.

2-132.7 RESTORATION LIABILITIES

The State is not liable for restoration or removal of improvements, fixtures, equipment, or alterations required to meet the RFP requirements. Alterations or additions made after occupancy shall be made only with the written approval of the Lessor; however, said approval shall not be unreasonably withheld. Consent to proposed alterations or additions being made by qualified contractors or workers skilled in the trade shall be considered as acceptance of the revised building improvements.

2-142.8 FIRE PREVENTION

The Lessor shall maintain the building and space occupied in keeping with good fire prevention practices. The State reserves the right at reasonable times to enter and make fire prevention and fire protection inspections of the building and space occupied. If any fire hazard is detected through inspection of the building and space occupied, the detected fire hazard shall be corrected by the Lessor promptly, and at no expense to the State.

2-152.9 ACCIDENT HAZARD

The Lessor shall maintain the building free of structural or mechanical hazards. If any accident hazards relative to the structure or building operating equipment are detected through inspections of the space, the hazards shall be corrected by the Lessor promptly, and at no expense to the State.

2-162.10 INTERRUPTION OF UTILITIES AND SERVICES

In the event, that in the reasonable judgment of the State, the lawful enjoyment of the leased space is threatened by the interruption or severance of utilities and services provided hereunder by the Lessor, and when such interruption or severance is due to

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deliberate, or negligent, or tacitly negligent act of the Lessor, the State shall have the right to bind such utilities and services as are threatened, in the name of the State. The State shall be free to deduct from the lease payments the costs of such utilities and services, together with all necessary deposits and the State's actual administrative costs necessary to procure the utilities and services.

2-172.11 MAINTENANCE AND REPAIR

The Lessor shall assume sole responsibility for the maintenance of the demised premises. This responsibility encompasses keeping the premises in good repair and tenable condition and maintaining the premises in conformity with the original solicitation document. The term "repair" includes repairs of any type including but not limited to exterior and interior, structural and nonstructural, routine or periodic, except as in case of damage arising from the negligence of the State's agents or employees. The Lessor agrees that after reasonable notice in writing by the State to the effect that the repair, maintenance, or service obligations as specified herein for the demised premises have not been satisfactorily fulfilled; the State can then obtain competent workers to correct the deficiencies. The Lessor shall pay all related costs either by direct payment or by the State making the payment to the workers and reducing the rent accordingly.

Lessor must provide the State access to all areas of the building, including, but not limited to, mechanical, electrical, and plumbing systems; the roof; areas above the ceiling; and janitorial closet(s) for the purpose of inspection, and if warranted, testing by the State and its consultants. Lessor will be financially responsible for correcting all of the State's identified deficiencies within (10) ten days of receipt of cure notice. In the event an identified deficiency cannot reasonably be corrected within the 10 days, the Lessor and State must within that 10 days mutually agree upon a reasonable timeline for resolution.

Lessor must clean all of the HVAC system every (5) years to include: air ducts, coils, drain pan, registers, grills, air plenum, blower motor and assembly, heat exchanger, air filter, air cleaner, etc. This task must be accomplished by a qualified certified contractor and a member of National Air Duct Cleaners Association (NADCA). Lessor must provide proof to the State this requirement has been completed upon request.

2-182.12 CASUALTY DAMAGE

The Lessor is responsible for the accomplishment and cost of any building alterations that may be required to correct any casualty damage. If said facilities or any part thereof are rendered untenable, a proportionate part of the rent, according to the extent of such untenability, will be abated and suspended until said premises are again made

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tenantable and restored to their former condition. If said premises are made tenantable again within thirty (30) calendar days, the State will return to the facility. In the event Lessor fails to correct casualty damage within thirty (30) calendar days then State will have the right to (1) terminate the lease or (2) hire competent workers to correct such damage. State shall have the right to offset the sum it expends in performing such work against the next installment(s) of rent coming due within this lease.

2.192.13 COMPLIANCE WITH LAWS

All building and site improvements shall conform to all applicable federal, state and local laws, ordinances, codes and regulations including occupational health and safety regulations.

The Lessor will be responsible for the accomplishment and cost of any building alterations which may be required to correct violations of all applicable federal, state and local laws, codes, ordinances and regulations.

2.202.14 TENANTABILITY

Facilities provided must be tenantable and comply with all laws pertaining to tenantability and the performance of this provision.

If the premises or any part thereof are rendered untenable by casualty or declared untenable by a regulatory agency or public official, a proportionate part of the rent, according to the extent of such untenability, will be abated and suspended until the premises are again made tenantable and restored to their former condition.

If the premises or a substantial part thereof are rendered untenable and remain so for a period of thirty (30) days, the State may, at its option, terminate the lease by written notice to the Lessor. This thirty (30) day period shall not be so restrictively construed that the State is bound to remain in the leased facility if the State's business cannot be safely executed. The State's determination shall be binding regarding tenantability. If untenable conditions are determined to exist, the State has the right to move elsewhere.

If the premises are made tenantable again within the thirty-(30) day period, the State will return to the facility. The State has the right to recover any excess costs, over the abated lease payments, occasioned by relocation due to such untenable conditions.

In the event the Lessor fails to correct damage or violation(s) within the thirty (30) day

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period the State will have the right to terminate the lease, or will have the option of hiring competent workers to correct the damage or violation(s). The Lessor will bear the cost of all such labor and materials. The Lessor agrees that damage or violations corrections performed by the State will not be construed to constitute a breach of the terms of this Request for Proposal and the subsequent lease.

2.212.15 PEACEFUL OCCUPANCY

If the State shall pay the rent as provided by the lease; and shall keep, observe and perform all of the other covenants of the lease by it to be kept, performed and observed, the State shall and may peaceably and quietly have, hold, and enjoy the premises for the term of such lease.

2.222.16 PAYMENT DEFAULT

If the State shall at any time be in default in the payment of rent or in the performance of any of the terms of the lease, and shall fail to remedy such default within 60 days after written notice thereof from the Lessor, it shall be lawful for the Lessor to enter upon the premises and repossess and enjoy the same as if the lease and everything therein contained on the part of the Lessor to be done and performed shall cease and terminate without prejudice, however, to the right of the Lessor to recover from the State all rent due up to the time of such entry. In case of any default and any entry by the Lessor, the Lessor may re-let the premises for the remainder of the term for the highest rent obtainable and may recover from the State any deficiency between the amount so obtained and rent specified by the lease.

2.232.17 HOLDING OVER

Prior to the lease expiration, the State will provide a 60-day written notice to the Lessor, informing the Lessor the Lease will be in hold over status, for a period up to six months, at the same monthly lease rate. Continued tenancy after the initial six (6) month period shall be at current market rate for a maximum additional period of six (6) months. After a combined hold over period of one-year tenancy shall be construed to be a month-to-month at market rate as determined by the State's broker. All other terms and conditions specified by the lease remain the same.

2.242.18 FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS

The fiscal year for the State of Alaska is a twelve-month period beginning July 1 and ending June 30 of the following calendar year. Lease payments from the State are subject to annual appropriation of funds by the Alaska State Legislature. After the initial fiscal year of the lease, the State has the right to terminate this lease in whole, or in

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part, if (1) the Alaska State Legislature fails to appropriate funds budgeted for continuation of this lease, and/or (2) the Alaska State Legislature fails to appropriate funds to the occupying agency(s) that results in a material alteration or discontinuance, in whole or in part, of the occupying agency(s)' programs. The termination of the lease for fiscal necessity and non-appropriation of funds under this section shall not cause any penalty or liability to be charged to the State, and shall not constitute a breach or an event of default by the State.

2.252.19 LESSOR, LESSOR'S EMPLOYEES and CONTRACTOR'S SECURITY REQUIREMENT

The State may request fingerprints, Department of Public Safety background clearance or conduct other investigations of the Lessor, Lessor's employees or employees of contractors and subcontractors performing work within the space occupied by the State. Should such request be denied or unfulfilled within ten (10) days, the State has the right to terminate the lease or prohibit access of leased space to Lessors, Employees, Contractors and/or Subcontractors. Should this refusal of access limit routine maintenance or janitorial services to the State, the State has the right to employ such services independent of the Lessor and to deduct the cost of services from lease payments.

The State at its discretion may limit or deny access to individuals in which they deem could be a security risk to the State, its employees, or its mission.

2.262.20 HOLD HARMLESS

The Lessor shall indemnify, hold harmless and defend the State from and against any claim of, or liability for error, omission or negligent act of the Lessor under this agreement. The Lessor shall not be required to indemnify the State for a claim of, or liability for, the independent negligence of the leasing or the occupying agency. If there is a claim of, or liability for, the joint negligent error or omission of the Lessor and the independent negligence of the leasing or the occupying agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Lessor" and "the State", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the leasing or the occupying agency's selection, administration, monitoring or controlling of the Lessor and in approving or accepting the Lessor's work.

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2-272.21 INSURANCE

Without limiting Lessor's indemnification, Lessor shall purchase insurance at its own expense and maintain it in force at all times during the performance of services under this lease the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Lessor's policy contains higher limits, the State will be entitled to coverage to the extent of such higher limits.

- (1) Proof of insurance is required for worker's compensation insurance. The Lessor shall provide and maintain, for all employees of the Lessor engaged in work under this lease, Worker's Compensation Insurance as required by AS 23.30.045. The Lessor will be responsible for Worker's Compensation Insurance for any subcontractor who directly or indirectly provides services under this lease. This coverage must include a waiver of subrogation against the State of Alaska.
- (2) Proof of insurance is required for commercial general liability insurance with coverage limits not less than \$1,000,000 combined single limit per occurrence and annual aggregates where generally applicable. The State of Alaska shall be named as additional insured.
- (3) Proof of insurance is required for commercial automobile liability insurance for any vehicle used by the Lessor or any subcontractor who directly or indirectly provides services under this lease with coverage limits not less than \$500,000 combined single limit per occurrence.

All insurance shall be considered to be primary and non-contributory to any other insurance carried by the State through self insurance or otherwise.

A "Certificate of Insurance" for the insurance described above should be provided with your offer. Failure to provide satisfactory proof of insurance may cause the State to declare the Offeror non-responsive and to reject the offer. The successful Offeror shall provide evidence of continuous coverage by submitting, without reminder, a renewal Certificate of Insurance annually to the State of Alaska, Department of Administration, Division of General Services for the life of the lease and any renewals and/or extensions.

2-282.22 CONSTRUCTION (New Improvements & Remodels)

A. Improvements Prior to Occupancy: The Lessor shall insure compliance with the following requirements and guidelines in procuring construction services that are directly

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related to the State's initial occupancy, unless otherwise authorized by the State of Alaska.

- (a) All contractors and subcontractors must have a valid State of Alaska business license.
- (b) Lessors shall employ reasonable competitive bidding principles and procedures in all selections for construction with a total expected value in excess of two thousand five hundred dollars (\$2,500).
- (c) Lessors shall document, and provide to the State of Alaska, a complete schedule identifying bids received.
- (d) Lessors must ensure compliance with all applicable state and federal laws; rules and regulations, including those concerning workers' compensation, social security, unemployment insurance, hours of labor, wages (including filing certified payrolls with the Department of Labor and other related requirements pursuant to the Little Davis-Bacon Act, AS 36.05, when applicable) working conditions and other employer/employee-relations.
- (e) Offerors must insure compliance with the INSURANCE and HOLD HARMLESS paragraphs herein.
- (f) The Lessor agrees to follow agreed upon reasonable work practices while performing work in occupied lease space. The Lessor further agrees to take reasonable steps to reduce the amount of construction related disturbances in the lease space, in an effort to permit the State to continue to do business during normal business hours. Normal business hours are defined as Monday through Friday, from 8:00 a.m. to 5:00 p.m.
- (g) Recognize that, the Lessee shall promptly notify the Lessor of any significant and extended disturbance related to construction that rises to the level that the State can no longer conduct business in the office space. The Lessor recognizes that it shall then be required to immediately cease or modify the work in the area identified during normal business hours to minimize the disruption to the affected area.
- (h) Recognize that the Lessor shall provide Lessee for review and approval a construction schedule for all work required to be performed in and around the

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lease premises in advance of the work's commencement. Lessor shall notify Lessee of any changes to the agreed upon schedule a minimum of two business days in advance of any proposed change in the agreed upon schedule. Lessee shall notify Lessor of any anticipated business activity that could affect the agreed upon schedule a minimum of two business days in advance.

B. Remodels After Occupancy: The Lessor shall use the following requirements and guidelines in procuring construction services that are directly related to the State's occupancy, unless otherwise authorized by the State of Alaska. During the entire term of the State's occupancy, the State reserves the right to procure construction services that are directly related to the State's occupancy, or allow the Lessor to provide construction services using the following requirements and guidelines.

- (a) All contractors and subcontractors must have a valid Alaska business license at the time of selection.
- (b) Offerors shall employ reasonable competitive bidding principles and procedures in all selections for construction with a total expected value in excess of two thousand five hundred dollars (\$2,500).
- (c) Offerors shall document, and provide to the State of Alaska, a complete schedule identifying bids received.
- (d) Offerors must ensure compliance with all applicable state and federal laws; rules and regulations, including those concerning workers' compensation, social security, unemployment insurance, hours of labor, wages (including filing certified payrolls with the Department of Labor and other related requirements pursuant to the Little Davis-Bacon Act, AS 36.05, when applicable) working conditions and other employer/employee-relations. A Special Notice to Offerors related to changes in the Little Davis -Bacon Act effective July 1, 2003 is included in Section 10 of this solicitation.
- (e) Offerors must insure compliance with the INSURANCE and HOLD HARMLESS paragraphs herein.

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2.29 JANITORIAL AND MAINTENANCE SERVICES

~~Unless otherwise indicated, the Lessor shall be responsible for removing snow and ice from sidewalks, entrances, building roof overhangs, outside storage areas and parking areas as applicable to an extent that will render the areas safe to pedestrian traffic and automobile operation. The Lessor shall be responsible for janitorial services in the building common areas. The Lessee shall be responsible for janitorial services within its exclusive lease space. The Lessor shall be responsible for maintaining the parking areas and sidewalks.~~

2.302.23 COMPLIANCE

The Lessor agrees that after reasonable notice by the State to the effect that the janitorial/maintenance obligations as specified herein for the demised premises have not been satisfactorily fulfilled; the State may then obtain competent workers to correct the necessary items all of which will be paid for by the Lessor either by direct payment, or by the State making the payment to the workers and reducing the rent accordingly.

END OF SECTION

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3. BUILDING REQUIREMENTS

3.1 TYPE OF BUILDING

The building shall be of sound and substantial construction. The building and the area in which it is located shall be clean and free from objectionable odors, vermin, rodents, or other conditions which, in the opinion of the State, will be detrimental to agency operation. The State's opinion shall be binding.

3.2 USABLE AREA

The Usable Area of the leased space shall be defined as the areas of the building occupied by the State to house personnel, equipment, fixtures, furniture, supplies, goods and merchandise. The Usable Area shall not include building corridors, restrooms, lobbies, stairwells and other building amenity or building facility area, regardless of whether the State occupies an entire floor or an entire building.

The Usable Area of the leased space shall be computed by measuring to the finished surface of the office side of corridors and other permanent walls; to the center of partitions that separate the office from adjoining usable areas; and to the inside finished surface of the dominant portion of the permanent outer building walls. No deductions shall be made for columns or projections necessary to the building.

The State shall have full access to and use of all common areas of the building including, but not limited to elevators, lobbies, stairwells and restrooms.

~~3.3 WINDOW COVERING~~

~~Interior relites and all outside windows that provide visibility into the lease space from any areas outside of the lease space or outside of the building, including common area corridors or other building occupants' lease space or operating areas, shall be equipped with State approved drapes, blinds, shades or other material ready for use with all necessary hardware. Operation of window coverings and hardware shall be accessible to the tenant. Window coverings shall reduce glare and have an openness factor no greater than 5%. Window covering shall be of good quality and appearance matching the decor of the space and shall adequately reduce incoming heat and light to a comfortable level.~~

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3.4 FLOOR COVERING

All floors shall be covered with carpet except for the floors in the break room, coffee areas, locker rooms, public and employee restrooms and other designated areas, which shall be resilient flooring or ceramic tile.

Carpet shall be commercial loop rated for heavy traffic. Carpet shall be new or used and shall have built-in static control (less than 3.5 KV) and shall be non-allergenic. Carpet shall be constructed of 100% branded type 6 or type 6.6 nylon with a minimum face weight of 26 ounces and a minimum yarn density of 6,500. Provide a minimum 1/10 gauge, multilevel patterned loop carpet tile or carpet with a high performance backing in high traffic areas. Resilient flooring shall be new, commercial quality, homogeneous sheeting or tile. Restroom floors shall be resilient sheet flooring or ceramic tile. Resilient flooring, if previously used, shall be free of holes, defects, stains and excessive wear. Offerors shall provide the Contracting Officer a minimum of five (5) color choices, for the State's final color selection.

Grating, runners, rubber finger mats or other aggressive entry matting systems must be installed at the front entrance to the building and the State's leased space to minimize tracking dirt, snow or ice into the space.

3.5.3 FLOOR LOAD

All floors shall be capable of supporting loads in conformance with current building codes for specific occupancy and intended use. Those prescribed loads are generally fifty (50) lbs. per square foot live load and twenty (20) lbs. per square foot dead load. Floors used for purposes other than general office space such as: storage, high density files, or other non-office occupancy shall be analyzed by an Alaska registered engineer and space shall be occupied only after the engineer certifies in writing that the existing floor system can support the proposed layout with actual weights.

3.6 ACOUSTICAL REQUIREMENTS

Acoustical separation and absorptive properties must be sufficient to permit work to occur simultaneously in conferences, waiting rooms, and offices. It is the Offeror's responsibility to furnish appropriate constructions and details to meet the acoustical criteria set forth in this section. Background noise due to building equipment operation shall be limited to a maximum Noise Criteria (NC) level of 40 in public areas, open plan offices and circulation spaces and NC 35 in office areas.

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~~Offices and similar space shall be furnished with acoustic ceiling tiles, panels or other sound absorption material. The Reverberation Time (RT) in public areas and open office areas shall not exceed 1.2 seconds between 500-2000 Hz.~~

4.6.1 PARTITIONS

The following minimum Sound Transmission Class (STC) or Noise Insulation Class (NIC) rates for partitions apply unless they are specifically modified elsewhere in this document.

- ~~Identified private offices and other rooms~~ STC 42 NIC 37
- ~~Suite separation walls, conference rooms, special offices~~ STC 50 NIC 45

~~Choosing a partition with the listed STC rating is acceptable, as is meeting the equivalent NIC rating between spaces in field test. **Achieving these sound ratings requires either a full-height partition between offices, or a wall that intersects with a gypsum board ceiling or a sound masking system, or installation of a sound masking system.**~~

~~Partitions with a sound rating (STC 40 or higher) shall extend full height to the deck above, or shall intersect with a gypsum board ceiling. Sound-rated walls shall be insulated using fiberglass batt insulation, shredded cellulose or similar filler. For sound-rated walls, all penetrations, outlets boxes and perimeter conditions shall be caulked airtight to maintain the specified sound ratings. Details may be found in the Sound Control chapter of the Gypsum Association Fire Resistant Design Manual, publication GA-600-2009.~~

~~Unless otherwise specified, all partitions without a sound rating shall be floor to ceiling, flush type and shall be drywall construction with a smooth finish. The finish shall be paint, or other State approved material.~~

3-73.4 PAINTING

All exposed surfaces shall be finished to acceptable standards. Colors shall be selected by the State. Offeror shall provide the Contracting Officer a minimum of three (3) color choices.

Paint for interior walls shall consist of a minimum of one coat of primer with volatile organic compounds (VOC's) less than .9 lbs. per gallon plus two coats of acrylic eggshell interior paint with VOC's less than 1.0 lbs. per gallon.

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Paint for interior doors and trim shall consist of a minimum of one coat of acrylic latex primer with VOC's less than .9 lbs. per gallon plus two coats of acrylic semi-gloss interior paint with VOC's less than 1.3 lbs. per gallon.

~~3.8 DOOR HARDWARE~~

~~All doors shall be equipped complete with all necessary hardware. All doors that open into public corridors or space shall be furnished with deadbolts that are internally connected to the latch. Such doors shall be operable with a "one step process." All door hardware shall be ADA compliant. Except as noted, locks on all entry doors, private office doors and other secure space doors shall be master keyed.~~

~~Two copies of the master key are required.~~

~~Individual office keys and keys for all common entrances shall be supplied for employees upon initial occupancy.~~

~~3.9 ELEVATORS~~

~~Office space under this lease that is on the second floor and above, must be served by an elevator meeting all municipal, state, and federal codes and guidelines, including ADA.~~

~~For the purpose of this section the word elevator means a hoisting or lowering mechanism which moves between two or more floors, **equipped with a multiple passenger car.**~~

~~Elevators are intended for the convenience and use of the State and the general public and shall provide 24 hour access to the leased space proposed under this Request for Proposal. The Offeror must meet the requirements of this section for all leased space above the first floor.~~

~~Elevator access to the leased space must be available to the public during the State's normal business hours and to State employees during off hours.~~

~~3.103.5 SIGNS~~

The Lessor shall provide and erect/affix adequate signage to identify the State's presence and to easily direct the public to the State's space. In addition, signage shall meet all locally adopted regulations and codes including ADA requirements. Signs shall be approved by the State and provided and erected at no cost as follows:

- In all building entrances, public or common lobbies, hallways, and elevator lobbies.

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- On all doors or walls at entrances to the State's leased spaces.
- Parking (State and Visitors)
- Building exterior

The State reserves the right to affix additional door or wall signs, at the State's cost, within its leased space to further identify room names and/or numbers.

3.11 DRINKING WATER

~~Drinking water shall be provided by public drinking fountains at a central location on each floor. Bottled water in dispensers may be substituted for permanently installed systems provided that the Lessor also provides disposable cups and has a system to insure water is available at all times. Lessor must meet all ADA and building code requirements relating to drinking fountains and access to drinking water.~~

3.12 PUBLIC RESTROOMS

~~Separate facilities for men and women shall be provided on each floor in compliance with all applicable codes, including ADA. If the restrooms are not located within the State's exclusive lease space, the restrooms must be within 150 feet of the entrance to the State's exclusive lease space with access via climatized, common area corridors. Access to the restrooms shall not require ingress or egress through other building occupants' operational areas or lease space. If the public restrooms are located within the leased space, access to the restrooms shall not require ingress or egress through employee work areas. Each toilet room shall have a privacy arrangement; hot and cold running water; mirrors; soap; sanitary tissue seat covers and paper towel dispensers; feminine hygiene product dispensers and disposals in the women's restrooms; diaper changing table (at the request of the State); deodorizers, hand sanitizer located at the restroom exit and appropriate ventilation.~~

3.13 ELECTRICAL REQUIREMENTS

~~Power Distribution: The power distribution system serving the leased space shall include distribution equipment to provide 120 volt single phase, and 208 volt or 240 volt single phase power. Receptacle loads, branch circuits, panel boards and feeder loads shall be calculated in accordance with the National Electric Code. All panel boards shall have a minimum of 25% vacant space for future expansion.~~

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~~Lighting:~~ Lighting fixtures shall be provided that meet the National Energy Policy Act and produce well-diffused illumination that meets the IESNA Illuminance Values mid-range weight factors unless otherwise specified in other sections. Sample values are as follows:

Office medium-contrast — 75 FC

Lobby, restroom, & similar — 30 FC

Parking lots — 3 FC

All lamps shall be consistent throughout space with regards to color temperature, quality, and type. A maintenance program shall be conducted to maintain this consistency.

All fixtures shall be cleaned, with lamps and lenses replaced prior to occupancy to be in like-new condition.

~~Switching:~~ Individual switching shall be provided for each room or area. Switches shall be located inside the lighted space, adjacent to the entry, accessible with doors open or closed. In lieu of or in addition to above, lighting may be controlled by a building control system. Motion detectors are acceptable in lieu of switches for all spaces except open offices. Provide three or four-way switching, as appropriate, in corridors and large rooms with more than one entry.

~~Electrical Outlets:~~ Unless otherwise specified, office and similar type workspace shall be provided with not less than one (1) duplex outlet on every eight (8) linear feet of wall space and one (1) duplex outlet on every wall less than eight (8) linear feet.

In toilet rooms provide a minimum of one duplex receptacle with ground fault protection above counter, adjacent to sink or mirror, and a minimum of one (1) general use receptacle.

Provide all required power and data telecommunication at State's system's furniture which shall be located at all of the work stations identified in paragraph 4.24 (CONFIGURATION).

~~Documentation:~~ The Lessor shall post an up-to-date floor plan at each circuit breaker panel with labeling to correspond to individual circuit breaker labels.

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3-143.6 MECHANICAL

3.14.1 HEATING AND COOLING

A system shall be provided to maintain a uniform temperature between 68 degrees and 72 degrees unless otherwise noted in the CONFIGURATION section. The temperature shall be maintained throughout all areas.

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If the temperature is not maintained within the 68 degree to 72 degree range for a period of more than one (1) working day, the Lessor shall upon receipt of a written complaint from the State, provide suitable temporary/auxiliary heating or cooling equipment to maintain the temperature in the specified range.

If such temporary auxiliary equipment is necessary to meet normal weather conditions for more than ten (10) consecutive working days, the Lessor will, no later than the eleventh (11th) working day, initiate a diligent effort to rectify the deficiency and forward a detailed schedule to the State.

If after thirty (30) consecutive working days the temporary auxiliary equipment is still necessary to meet normal weather conditions, the State shall be free to hold the Lessor in default in accordance with the provisions of this RFP, and seek other space.

"Working days" for the purposes of this section is defined as days normally scheduled by the State as open for the conduct of State business.

If entry to an occupied space is directly from the building exterior, a large heated vestibule shall be provided. The vestibule shall be configured to prevent direct blasts of cold air from reaching occupants.

3.14.2 VENTILATION

All occupied areas of the building shall be provided with a ventilation system with minimum outdoor airflow rates and exhaust airflow rates in accordance with the latest adopted edition of the International Mechanical Code, as amended by the Authority having jurisdiction. For compliance with minimum outdoor airflow rate requirements, natural ventilation will not be considered.

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Minimum outside airflow rates shall be measured and able to be monitored by State.

The Lessor shall provide the services of a qualified licensed mechanical engineer to determine ventilation rates required by the planned occupancy arrangements and provide the services of a qualified testing and balancing contractor that is National Environmental Balance Bureau (NEBB) certified, to balance the ventilation system to meet the required ventilation rates.

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3.15 ENVIRONMENTAL & LIFE/SAFETY

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Lessor agrees to provide a space free from all environmental and life / safety hazards. Lessor agrees that the premises will be in compliance with applicable health and safety standards set forth by OSHA, EPA, and the CDC.

If at any time throughout the tenancy of the lease, an environmental, health, or safety hazard is identified, the state will provide written notice to the Lessor. The Lessor agrees to take corrective action to investigate, test and remedy the identified hazard within (5) business days. If the reported hazard cannot be corrected within (5) days, the lessor shall within the same (5) days provide the state with a written plan and timeline for correcting the hazard. If after the sixth working day the Lessor has not corrected the hazard or provided a plan and reasonable timeframe for remediation, the state reserves the right to obtain competent workers to remediate the hazard. The Lessor shall pay all related costs either by direct payment or by the State making the payment to the workers and reducing the rent accordingly.

3.17 PARKING

Off-Street Parking For The Exclusive Use Of The State: Off-street parking, located within 750 feet of the main entrance to the proposed office location, shall be provided at no additional cost to the State and for the exclusive use of the State, for ten (10) client and/or State or employee vehicles. This requirement is in addition to any parking required to meet ADA compliance, unless the ADA designated parking is for the exclusive use of the State.

- Six signed: "~~State of Alaska Employee Parking Only~~"
- Four signed: "~~State of Alaska Client Parking Only, 2 Hour Limit.~~"

Additional Parking: The location proposed shall normally accommodate ten additional parking spaces, located within 1,320 feet of main entrance to the office location. Additional parking may be on or off-street, regulated or non-regulated. Cost of this additional parking shall not become a part of the lease cost.

If any parking space is leased from a third party, the Lessor shall provide a firm contract for the parking with terms corresponding to the terms of this lease.

All parking shall be of sufficient size to allow proper and easy parking of the required number of vehicles and shall have a hard and well-drained surface.

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3.18 PUBLIC TRANSPORTATION

~~The building proposed shall be located within 1,320 feet of a bus stop. The public transit must have regularly scheduled daily service Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m.~~

3.193.18 TYPE AND AMOUNT OF SPACE

The building shall be so arranged as to permit exclusive right and entry to the State's leased area. Occupancy by other parties or tenants shall be restricted to those functions that will not detract from the dignity of the State.

END OF SECTION

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4. SPECIAL NOTICE TO LESSORS

NEW "LITTLE DAVIS BACON ACT" CHANGES FILING PROCESS AND ASSESSES SPECIAL FEES ON PUBLIC WORKS CONSTRUCTION PROJECTS

The news release concerning these changes is at:
<http://labor.state.ak.us/news/2003/news03-23.htm>

Governor Murkowski signed CSHB 155 into law on June 16, 2003. This new law allows contractors working on certain public construction projects to file bi-weekly versus weekly-certified payrolls to the Alaska Department of Labor and Workforce Development (DOLWD), and it levies filing fees.

- **What does this change accomplish?**

State Funded Projects - Instead of submitting certified payrolls weekly, prime Contractors working on State funded public construction projects are now allowed to file certified payrolls every other week - bi-weekly payroll reports on State funded project shall not contain Social Security Numbers. In conjunction with this statutory change, the DOLWD is revising the certified payroll form. The revised certified payroll form is available at:

<http://www.labor.state.ak.us/lss/lssforms.htm>

Federally Funded Projects - Federal weekly payroll filing requirements under 29 CFR 5.5 (a) (3) are not changed by this new law. But, the assessment of a one percent fee based on the estimated value of work performed and of the value of each subcontractor's price now applies (see below).

And, Federal Statue and form 25D-55 still require Social Security Numbers for the certified weekly payroll reports submitted on Federally funded projects.

- **Are there special forms to file and fees to pay?**

The prime Contractor working on any public construction project of \$25,000 or more must file a "Notice of Work" and a "Notice of Completion" form with the DOLWD.

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A one percent filing fee will be assessed on contracts greater than \$25,000. The fee will be based on the estimated value of work to be performed by the prime contractor, and one percent of the value of each subcontractor's price. The maximum fee is \$5,000.00.

Amounts paid to owner/operators who do not use employees are exempt from the filing fee.

The Contractor must provide to the Contracting Agency a copy of the "Notice of Work" form that has been date stamped as received by the DOL along with confirmation of fee payment before work on the project may commence.

And, the Contractor must file a "Notice of Completion" with the DOLWD when work is completed. The Contracting Agency will not perform the "close-out for final project completion" until notice from the DOLWD that they have processed the Contractors "Notice of Completion" form. The "Notice of Work" and "Notice of Completion" forms are available at: <http://www.labor.state.ak.us/lss/lssforms.htm>

• **What about emergency work and projects bid opened before July 1, 2003?**

There are special provisions for filing the "Notice of Work" and the payment of fees for an emergency response project. Contractors have 14 days after starting work in which to file the "Notice of Work" and pay the fees on an emergency response project.

A prime Contractor under a contract that had a final bid date before July 1, 2003 will not be required to pay a filing fee, regardless of when the work starts.

• **How can I find out more about this new law?**

Contact the Dept. of Labor Workforce and Development, Wage and Hour Administration at:

Juneau 907.465.4842
Anchorage 907.269.4900
Fairbanks 907.451.2886

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Pending agenda:

HSB Quarterly regular meetings July 6, 2016; Oct 5, 2016; Jan 4, 2017; Apr 5, 2017

Presently the board is meeting monthly, 2nd Thursday of the month at 7pm – special meetings between the regular quarterly meetings

Staff quarterly reports in packets: **Jul 20, 2016; Oct 19, 2016; Jan 18, 2017; Apr 19, 2017**

May 3 & 4 – City Attorney(s) in town for the following

- 1) community forum re: marijuana regulations – North Star theater **May 3, 7:30 pm**
- 2) work session 1-2 hours re council training & HSB and hospital governance **May 3** before community forum or **May 4** before regular meeting – tbd @ April 20 mtg or sooner

May 10 @ noon Council work session with AIGCO & AECOM – location tbd, need an anticipated head count – could be theater could be education room

Capital Priorities List Meeting **Jun 1, 2016; Sep 7, 2016; Dec 7, 2016; Mar 1, 2017** – on hold due to limited (none) capital budget at state level

Date TBD - discussion regarding water charges at the harbor

October 1, 2016 - effective date of substitute ordinance 1137 (plastic bag and polystyrene container ban)
Council wants this on Pending Agenda so as to keep an eye on public opinion/effectiveness of the enactment of this ordinance

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, Randy Robertson, Kristin Carpenter, Native Village of Eyak Representative, Chamber of Commerce Representative, Business Community Representative, PWSSC Representative, Stage of the Tides Representative.

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Chair, Marine Advisory Program Coordinator; Chelsea Haisman; and Jeremy Botz, ADF&G


Cordova Trails Committee: Elizabeth Senear, VACANCY, VACANCY, Toni Godes, and David Zastrow

Calendars:

3 months of calendars are attached hereto
May 2016; June 2016; July 2016

MAY 2016

CALENDAR MONTH MAY
 CALENDAR YEAR 2016
 1ST DAY OF WEEK SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 wksn 530 7:30 community forum re marijuana regulations North Star Theater	4 possible con't wksn 6pm 7:00 Council reg mtg CCAB	5 shorebird festival	6 shorebird festival	7 CSD SAT test shorebird festival
8  Mother's Day shorebird festival	9	10 6:30 P&Z CCB Noon - Council Worksession with AIGCO & AECOM location tbd	11 7:00 Sch Bd HSL 7:00 Harbor Cms CCB	12 7:00 HSB CCAB	13	14
15	16	17	18 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB	19	20	21 CHS Graduation
22	23	24	25	26 CSD last day of School	27	28
29	30 Memorial Day-City Hall Offices Closed	31	1	2	3	4

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Notes




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

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

CCM-Cordova Center Mayor's
 Conference Rm

JUNE 2016

CALENDAR MONTH JUNE
 CALENDAR YEAR 2016
 1ST DAY OF WEEK SUNDAY

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


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

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

CCM-Cordova Center Mayor's
 Conference Rm

JULY 2016

CALENDAR MONTH JULY
 CALENDAR YEAR 2016
 1ST DAY OF WEEK SUNDAY

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

Legend:
 CCAB-Cordova Center
 Community Rms A&B
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 CCA-Cordova Center
 Community Rm A
 CCB-Cordova Center
 Community Rm B
 CCM-Cordova Center Mayor's
 Conference Rm

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

MAYOR AND CITY COUNCIL - ELECTED

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

SCHOOL BOARD - ELECTED

length of term		Date Elected	Term Expires
3 years	Bret Bradford	March 3, 2015	March-18
3 years	Tammy Altermott	March 1, 2016 March 5, 2013	March-19
3 years	Peter Hoepfner	March 3, 2015 March 6, 2012 March 3, 2009 March 7, 2006	March-18
3 years	Sheryl Glasen	March 4, 2014	March-17
3 years	Barb Jewell, President	March 1, 2016 March 5, 2013	March-19
3 years	Vacant (appointed, non-voting) City Council Rep		

LIBRARY BOARD - APPOINTED

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

CORDOVA COMMUNITY MEDICAL CENTER – HEALTH SERVICES BOARD - with Council election

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

PLANNING AND ZONING COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Allen Roemhildt	January-14	November-16
3 years	Scott Pegau	December-14 December-11	November-17
3 years	John Baenen	November-15 December-12	November-18
3 years	Tom Bailer, chair	November-13 December-11 November-08	November-16
3 years	Tom McGann, vice chair	December-14 December-11 April-11	November-17
3 years	Heath Kocan	November-15	November-18
3 years	Mark Frohnapfel	February-15	November-17

HARBOR COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Robert Beedle, chair	January-14	November-17
3 years	Greg LoForte	February-13 January-10 January-07	November-16
3 years	Max Wiese	January-14 March-11	November-17
3 years	Ken Jones	February-13	November-16
3 years	Jacob Betts	November-15	November-18

PARKS AND RECREATION COMMISSION - APPOINTED

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

seat up for re-election in 2017

termed out in 2017