

Mayor

Clay Koplin

Council Members

James Burton

Kenneth Jones

Jeff Guard

Robert Beedle

Josh Hallquist

David Allison

James Wiese

City Manager

Alan Lanning

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

Corinne Pegau

**City Council Public Hearing
May 17, 2017 @ 6:45 pm
Cordova Center Community Rooms
Agenda**

A. Call to order

B. Roll call

Mayor Clay Koplin, Council members James Burton, Kenneth Jones, Jeff Guard, Robert Beedle, Josh Hallquist, David Allison and James Wiese

C. Public Hearing

1. Ordinance 1154..... (page 34)

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$240,500 from the general reserve fund for the purpose of bringing current, PERS obligations for CCMC

D. Adjournment

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

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

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Regular City Council Meeting
May 17, 2017 @ 7:00 pm
Cordova Center Community Rooms
Agenda



A. Call to order

B. Invocation and pledge of allegiance

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

C. Roll call

Mayor Clay Koplin, Council members James Burton,
Kenneth Jones, Jeff Guard, 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, CCMCABoD, Parks & Rec, P&Z, School Board)
4. Student Council Representative Report

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

5. Resolution 05-17-15..... (page 1)
A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to
enter into a three (3) year lease with Carl and Jane Jensen for Lot 20, Block 23, Original Townsite
which includes an option to purchase
6. Record excused absences of Council members *Burton* and *Beedle* from the May 3, 2017 Regular Meeting

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

7. Minutes of 05-03-17 Council Public Hearing..... (page 20)
8. Minutes of 05-03-17 Council Regular Meeting..... (page 21)

I. Consideration of Bids

J. Reports of Officers

9. Mayor's Report..... (page 24)
10. Manager's Report
11. City Clerk's Report

K. Correspondence

12. 04-27-17 Letter from Senator Murkowski re Sea Grant Program funding..... (page 25)
13. 05-01-17 AKDoT&PF Southcoast Region Director's Quarterly newsletter..... (page 26)
14. 05-02-17 Letter from Bruce & Sally Campbell re Lots 8 & 9, Odiak Park Subdivision..... (page 28)
15. 05-05-17 Letter from Mayor Koplin to Governor & ADF&G Commissioner..... (page 30)
re Copper River Fishery and SHTF

16. 05-06-17 Letter from Mayor Koplin to Senator King re field meeting in Cordova June 10..... (page 32)
17. 05-10-17 Letter from S Rusinski Bernard re power to breakwater fill lot..... (page 33)

L. Ordinances and Resolutions

18. Ordinance 1154..... (roll call vote)(page 34)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of
\$240,500 from the general reserve fund for the purpose of bringing current, PERS obligations for
CCMC - 2nd reading

M. Unfinished Business

N. New & Miscellaneous Business

19. Council right to protest or waive protest to liquor license renewals license #s 61 & 62..... (voice vote)(page 38)
Anchor Bar and Grill and Anchor Liquor Store
20. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 44)

O. Audience Participation

P. Council Comments

Q. Adjournment

Executive Sessions: Subjects which may be discussed are: (1) Matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) Subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) Matters which by law, municipal charter or code are required to be confidential; (4) Matters involving consideration of governmental records that by law are not subject to public disclosure.
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AGENDA ITEM # 5
City Council Meeting Date: 5/17/2017
CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff

DATE: 2/22/2017

ITEM: Lease with Option to Purchase for Lot 20, Block 23, Original Townsite

NEXT STEP: Approval of Lease with Option to Purchase

☐ INFORMATION
☐ MOTION
☒ RESOLUTION

I. REQUEST OR ISSUE:

Requested Actions: Approval of Lease with Option to Purchase
Applicant: Carl and Jane Jensen
Disposal Property Address: 601 Sixth Street
Area: 4,500 square feet
Zoning: Low Density Residential District
Attachments: Location Map
Resolution 05-17-16

II. RECOMMENDED ACTION / NEXT STEP:

Staff suggest the following motion:

“I move to approve Resolution 05-17-15.”

III. FISCAL IMPACTS:

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

IV. BACKGROUND INFORMATION:

Below are the proposed terms in the lease:

1. Lease term of three years. The following milestones must be met or the lease may be terminated:
Milestone 1:
12/1/17: Lot cleared, drainage plan approved by Public Works Department, and building plans and building permit approved.
Milestone 2:
12/1/18: Building is substantially complete.
2. Rent payment will be \$3600 annually or \$1800 biannually.
3. The option to purchase will be available after substantial completion is met. All lease payments will be applied towards purchase price.
4. Two car garage will be a minimum of 20'x20'.

11/4/16 – Letter of interest received from Carl and Jane Jensen.

12/13/16 – The Planning Commission recommended disposing of the lot by direct negotiation. From the approved minutes of the meeting:

M/Bird S/Baenen to recommend to City Council to dispose of a portion of Lot 20, Block 23, Original Townsite as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with Carl and Jane Jensen to purchase the property.

Frohnappfel said he doesn't see a reason not to sell it as it is adjacent to their property and it is listed as available on the Land Disposal Maps. It would have to be sold at fair market value. **Pegau** verified that the lot was over 4,000 square feet. **Baenen** said the biggest issue was the terrain. **Stavig** said that the city owns three lots that are available there and the east half is sloping and the west half is fairly level. **Baenen** said that since the alley is only 14 feet wide, the access to the other lots is somewhat cut off. **Stavig** said that all of the lots would still have legal access. **Roemhildt** said they had talked in the past about access to those lots from the water tank. **Bird** said it seems fair to negotiate with the interested party. **McGann** considered if it would be worthwhile to put an easement on the west side of the lot to effectively make a wider right of way, but the commission chose not to add an easement.

Upon voice vote, motion passed 7-0.

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

12/21/16 – City Council moved to invite sealed proposals for the property. From the approved minutes:

M/Beedle S/Burton to dispose of Lot 20, Block 23, Original Townsite as outlined in Cordova Municipal Code 5.22.060 B by #1 negotiating an agreement with Carl and Jane Jensen to lease or purchase the property.

Hallquist asked if there was a dollar amount. **Greenwood** answered questions for Council – she said that fair market value would be established and pursued in negotiations.

M/Hallquist S/Wiese to amend to #2 invite sealed bids to lease or purchase the property.

After discussion of the difference between bids and proposals, **Hallquist** withdrew the amendment with concurrence of the second.

M/Hallquist S/Allison to amend to #4 invite sealed *proposals* to lease or purchase the property.

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

Vote on the main motion as amended: 7 yeas, 0 nays. Motion approved.

3/28/17 – The Planning Commission recommended approving the proposal from Carl and Jane Jensen. From the approved minutes:

M/Pegau S/Frohnapfel to recommend City Council approve the proposal from Carl and Jane Jensen for Lot 20, Block 23, Original Townsite.

Pegau said that their criteria was set up more for commercial properties as opposed to residential, but he sees it as an appropriate use for the lot. **Bird** said the proposal didn't meet the requirements listed in the Request for Proposals. She said it did seem like a reasonable use and no one else was interested. **McGann** said they should be looking at the required information. **Baenen** said that they recommended direct negotiation and he supports the proposal. **McGann** said the lots are valuable even if the terrain is difficult. The viewshed to the south over Coast Guard housing could present a wonderful building site for a much more valuable residence. The price of the land doesn't compare to other land being sold in Cordova. **Baenen** said they only received one proposal after they put it out and he thinks they should move forward. **Greenwood** pointed out that the lot was a legal square footage and that the property owners aren't technically adjacent as there is a platted alleyway between them. All three of the city-owned lots that are available could be used for single family residences.

Upon voice vote, motion passed 3-2.

Yea: **Pegau, Baenen, Frohnapfel**

Nay: **McGann, Bird**

Absent: **Roemhildt, Kocan**

4/5/17 – The City Council approved the proposal from Carl and Jane Jensen. From the approved minutes:

M/Allison S/Wiese to award the disposal for Lot 20, Block 23 Original Townsite.

Allison said that this went through P & Z, it's a legitimate use of the property, it will increase taxes to the City and he will support it. **Wiese** asked if there was access to the further down lots through an alleyway.

Greenwood said, yes there was.

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

V. LEGAL ISSUES:

None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.

VII. SUMMARY AND ALTERNATIVES:

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

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-17-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR LEASE
WITH CARL AND JANE JENSEN FOR LOT 20, BLOCK 23, ORIGINAL TOWNSITE WHICH
INCLUDES AN OPTION TO PURCHASE**

WHEREAS, it is in the City of Cordova's best interest to lease Lot 20, Block 23, Original Townsite ("Property") to Carl and Jane Jensen for the uses specified in the lease agreement; between the City of Cordova, Alaska ("City") and Carl and Jane Jensen attached to this resolution as Exhibit A ("Lease"); and

WHEREAS, it is also in the city's best interest to offer an option to purchase to Carl and Jane Jensen upon the terms provided in the lease;

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

PASSED AND APPROVED THIS 17TH DAY OF MAY, 2017.

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

CITY OF CORDOVA
Cordova, Alaska

LEASE WITH OPTION TO PURCHASE

This LEASE WITH OPTION TO PURCHASE ("Lease") is made by and between the CITY OF CORDOVA, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and Carl and Jane Jensen ("Lessee").

RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska generally described as Lot 20, Block 23, Original Townsite, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises");

WHEREAS, Lessee desires to lease the Property from the City (the "Premises") from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth herein;

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

1. LEASE OF PREMISES

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

2. LEASE TERM

The Lease Term will be (3) years, commencing on _____, 2017, (the "Commencement Date") and terminating at 11:59 p.m. on _____, 2020, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

3. RENT

A. **Base Rent.** The annual rent for the property will be Three Thousand and Six Hundred Dollars (\$3,600) ("Base Rent"). Base Rent is due upon commencement of the lease term and every annual anniversary thereafter. The Lessee has the option to pay Base Rent in biannual payments. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 22.E of this Lease, or at any other place the City directs in writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and will pay, before delinquency and without reimbursement, all costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including, without limitation, those costs, expenses, and obligations identified in Section 8 and all other sums, costs, expenses, taxes, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (collectively the "Additional Charges").

Without limiting in any way Lessee's payment obligations, the City will have the right, but not the obligation, at all times during the Lease Term, to pay any charges levied or imposed upon the Premises that remain unpaid after they have become due and payable, and that remain unpaid after reasonable written notice to Lessee. The amount paid by the City, plus the City's expenses, shall be Additional Charges due from Lessee to the City, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by the City until repayment thereof by Lessee.

C. Late Fee. Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; the charge shall be considered liquidated damages and shall be due and payable as Additional Charges. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining an enclosed two car garage which shall have a minimum footprint of 20'x20'. The Lessee shall give prior written notice to the City of any proposed changes that are in furtherance of its authorized uses, and such changes are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent.

B. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents

C. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance

policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 10.B of this Lease) to be brought upon, kept, or used in, on, or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on, or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

D. Lessee's Acceptance of Premises. Lessee has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including, but not limited to, the condition of the Premises or its suitability or fitness for any use Lessee may make of the Premises. Lessee accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent, or employee of the City relating to or in furtherance of the Lease or the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, are suitable or usable for any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute 9.65.070, or any amendment thereto.

5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

A. Development Plan. The Cordova City Council authorized the construction of a two car garage on the property. Any proposed material change will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. The Lease does substitute for any approval process required in Cordova Municipal Code. Rather it is Lessee's responsibility to ensure the project complies with all city code requirements and procedures.

B. Substantial Completion. Lessee must meet the following milestones:

Milestone 1: Clear lot, complete drainage plan which has been approved by Public Works, and obtain a building permit for an enclosed two car garage which shall have a minimum footprint of 20'x20' from the city by December 1st, 2017; and

Milestone 2: Substantially complete construction of the garage by December 1st, 2018.

As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Lessee has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Lessee fails to meet

either milestone, Lessee will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 13.

6. REPRESENTATIONS AND WARRANTIES

Lessee represents and warrants to the City that Lessee is not delinquent in the payment of any obligation to the City, and that Lessee has not previously breached or defaulted in the performance of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured.

7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

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

8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES, & ASSESSMENTS

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (i) maintaining and repairing the Premises and shall not commit or allow any waste upon the Premises; (ii) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (iii) all utilities and services needed for Lessee's use of the Premises; (iv) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments when due, including, but not limited to, all utility bills and special assessments levied and unpaid as of the Commencement Date or hereafter levied for public improvements; (v) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (vi) all real property taxes, personal property taxes, and sales taxes related to the Premises or Lessee's use or occupancy thereof; and (vii) any taxes on the leasehold interest created under this Lease.

9. LIENS

Lessee will suffer no lien or other encumbrance to attach to the Premises, including, without limitation, mechanic's or materialman's liens, sales tax liens under Cordova Municipal Code 5.40.125, or property tax liens under Cordova Municipal Code 5.36.260. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.

10. INDEMNIFICATION

A. General Indemnification. Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Lessee's occupation or use of the Premises or the occupation or use of the Premises by Lessee's employees, agents, servants, customers, contractors,

subcontractors, sub-lessees, or invitees, including, but not limited, to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorneys' fees. In the event that such a lien is recorded against the Premises, Lessee shall, at Lessee's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

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

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to: (i) the presence, disposal, release, or threatened release of any such Hazardous Material on or from the Premises, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Lessee or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives.

As used in this Lease, "Hazardous Material" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by any federal, state, or local law or

regulation, as now in force or as may be amended from time to time, relating to the protection of human health or the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to the same. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" under any law or regulation.

11. INSURANCE

Lessee is not required to carry insurance on the property.

12. OWNERSHIP AND REMOVAL OF THE FACILITIES

Unless Lessee exercises its Option (defined in Section 21) (in which case all improvements made by Lessee shall continue to be owned by Lessee), the facilities on the Premises are and shall remain the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the option of the City, title to and ownership of the facilities shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its option, and without cost or charge to the City. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

But upon expiration or earlier termination of this Lease, Lessee shall remove from the Premises, at Lessee's sole expense, all of the facilities or the portion thereof that the City designates must be removed. In such event, Lessee shall repair any damage to the Premises caused by the removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All facilities which are not promptly removed by Lessee pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses.

Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the Lease Term will remain Lessee's property and upon expiration or earlier termination of this Lease, Lessee must remove these items and all contaminated soil and other material from the Premises, at Lessee's sole expense.

13. DEFAULT AND REMEDIES

A. Default. The occurrence of any of the following shall constitute a default and a breach of this Lease by the Lessee:

i. The failure to make payment when due of any Base Rent, Additional Charges, or of any other sum herein specified to be paid by the Lessee if such failure is not cured within ten (10) days after written notice has been given to Lessee;

ii. The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including, but not limited to, any real property, personal property, or sales tax if such failure is not cured within thirty (30) days after written notice has been given to Lessee;

iii. Lessee's failure to substantially complete the garage, or fail to meet either milestone, as required by Section 5;

iv. An assignment for the benefit of Lessee's creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing, or other initial event;

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

vi. The abandonment or vacation of the Premises continues for a period of three (3) months of any consecutive four (4) month period during the Lease Term; notwithstanding the foregoing, leaving the Premises vacant pending development of improvements shall not be deemed abandonment;

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

viii. The breach or violation of any statutes, laws, regulations, rules, or ordinances of any kind applicable to Lessee's use or occupancy of the Premises if such breach or violation continues for a period of thirty (30) days or longer; or

ix. The failure to observe or perform any covenant, promise, agreement, obligation, or condition set forth in this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice has been given to Lessee, or if the default is of a nature that it cannot be cured within thirty (30) days, then a cure is commenced within thirty (30) days and diligently prosecuted until completion, weather and *force majeure* permitting. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly elects so in the notice.

B. Remedies. If the Lessee breaches any provision of this Lease, in addition to all other rights and remedies the City has at law or in equity, the City may do one or more of the following:

i. Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal;

ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's expense, all without service of notice or resort to legal process, which Lessee waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Lessee's default. If Lessee does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises with process of law and without a breach of the peace and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

iii. Declare this Lease terminated;

iv. Recover, whether this Lease is terminated or not, reasonable attorneys' fees and all other expenses incurred by the City by reason of the default or breach by Lessee, less any rents received in mitigation of Tenant's default (but City is not under any duty to relet Premises);

v. Recover an amount to be due immediately upon breach equal to the sum of all Base Rent, Additional Charges, and other payments for which Lessee is obligated under the Lease;

vi. Recover the costs of performing any duty of Lessee in this Lease; or

vii. Collect any and all rents due or to become due from subtenants or other occupants of the Premises

14. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Premises or for any injury caused thereby to Lessee's, any sub-lessee's, or any other person's property. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of a washout, subsidence, avulsion, settling, or reliction.

15. VACATION BY LESSEE

Upon the expiration or sooner termination of this Lease, Lessee shall peaceably vacate the Premises and the Premises shall be returned to the City by Lessee together

with any alterations, additions, or improvements, unless the City requests that they be removed from the Premises. Upon such vacation, Lessee shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed, or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for these expenses.

16. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensating Lessee or any other party, including the right of ingress and egress to and from the Premises for the construction, operation, and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises, and provided further that the City's designation will not unreasonably interfere with Lessee's improvements or use of the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

17. SIGNS

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

18. HOLDING OVER

If Lessee, with the City's written consent, remains in possession of the Premises after the expiration or termination of the Lease for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same Base Rent applicable immediately prior to such expiration or termination, subject to adjustment in accordance with Cordova Municipal Code 5.22.090.C, or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease, except those pertaining to term, rent, and purchase option, shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

19. EMINENT DOMAIN

If the whole or any part of the Premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then the following provisions shall be operative:

A. Total Taking. If the Premises are totally taken by condemnation, this Lease shall terminate;

B. Partial Taking. If the Premises are partially taken by condemnation, then this Lease shall continue and the rent as specified in Section 3 above shall be abated in a proportion equal to the ratio that the portion of the Premises taken bears to the total Premises leased hereunder; and

C. Award. Upon condemnation, the parties shall share in the award to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the condemnation.

20. COSTS

Lessee shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the negotiation, drafting, preparation, operation, and enforcement of this Lease, including, without limitation, attorneys' fees and costs incurred by the City. All outstanding fees and costs shall be paid in full no later than the time of the City's execution of this Lease.

21. BUYER'S OPTION TO PURCHASE

A. Option. The City hereby grants to Lessee an option (the "Option") to purchase the Premises upon the terms and conditions stated in this Lease.

B. Option Period. The Option will commence upon the Commencement Date of this Lease and terminate the date the Lease terminates (the "Option Period"). If Lessee fails to exercise the Option during the Option Period, neither party shall have any further rights or claims against the other party by reason of the Option.

C. Exercise of Option. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 22.E, at least sixty (60) days prior to the date Lessee intends to exercise the Option.

D. Conditions to Exercise Option. Lessee can only exercise the Option if all of the following conditions are satisfied: (i) no default exists or is continuing under this Lease and (ii) the two car garage is substantially completed as defined in section 5 B.

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$18,001.00 ("Purchase Price") until the expiration of the lease. In the event that Lessee

exercises the Option, payment due at Closing to the City ("Closing Payment") will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the City under this Lease.

F. Closing Date. The Closing must occur on a date (the "Closing Date") mutually agreed upon by the parties, but must be within sixty (60) days after the exercise of the Option.

G. Closing. At Closing, the City shall deliver a quitclaim deed, subject to matters of record, including those matters that have arisen out of Lessee's use and occupancy of the Premises, in recordable form, transferring marketable title (subject to Lessee's reasonable approval) and Lessee shall execute and deliver to the City the Closing Payment in full, in immediately available funds. This Lease will terminate upon the Closing of Lessee's purchase of the Premises. All costs and fees (including attorneys' fees) associated with the negotiation, drafting, preparation, and enforcement of a purchase and sale agreement and related documents, the closing of the transaction, and the termination of the leasehold interest in the Premises, including, but not limited to, environmental assessments, appraisal fees, escrow fees, recording fees, and title insurance, will be paid by Lessee.

H. Cooperation for Consummating the Option. If Lessee exercises the Option, the City and Lessee each covenant and agree to sign, execute, and deliver, or cause to be signed, executed, and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, confirmatory, or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the Option.

I. City's Right of First Refusal. In the event Lessee exercises its Option and subsequently determines to sell or otherwise dispose of the Premises, the City shall have a continuous and exclusive right of first refusal to purchase the Premises. The parties must either include notice of the City's right of first refusal in the deed transferring the Premises to the Lessee, or execute a separate document acceptable to the City and in a recordable form ensuring the City's right of first refusal hereunder. The document must be recorded contemporaneously with the recording of the deed. The City's right of first refusal to purchase the Premises contains the following terms and conditions:

i. Lessee may accept an offer for the sale or other disposition of the Premises only if it is made subject to the City's right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the "Purchase Offer"), Lessee will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section 22.E. The City will then have sixty (60) days to either agree to purchase the Premises on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal. The City shall give written notice of its decision to exercise or decline to exercise its right of first refusal to Lessee at the address set forth in Section 22.E no later than sixty (60) days after being presented with a copy of the Purchase Offer.

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

22. MISCELLANEOUS

A. Time Is of the Essence. Time is of the essence for this Lease and of each provision hereof.

B. Entire Agreement. This Lease represents the entire agreement between the parties with respect to the subject matter hereof, and may not be amended except in writing executed by the City and Lessee.

C. Governing Law and Venue. This Lease shall be subject to the provisions of the Cordova Municipal Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.

D. Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or of any association between Lessee and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Lessee other than the relationship of lessee and lessor.

E. Notice. All notices hereunder may be hand-delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

TO CITY:

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

TO LESSEE:

Carl and Jane Jensen
P.O. Box 442
Cordova, Alaska 99574

or to such other address as either party hereto may from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed. The postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

F. Captions. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant, or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant, or condition. No waiver of any breach shall effect or alter this Lease, but each and every term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

H. Survival. No expiration or termination of this Lease shall expire or terminate any liability or obligation to perform which arose prior to the termination or expiration.

I. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

J. Successors and Assigns. The terms, covenants, and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the City and Lessee.

K. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than ten (10) days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease has not been amended and is in full force and effect (or, if there has been an amendment, that the same is in full force and effect as amended and stating the amendments); there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates up to which the Base Rent and Additional Charges have been paid in advance.

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

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

N. Exhibits. Exhibit A to this Lease is specifically incorporated into the Lease.

O. No Third-Party Beneficiaries. Nothing in this Lease shall be interpreted or construed to create any rights or benefits to any parties not signatories, successors, or permitted assigns of signatories to this Lease.

P. Interpretation. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against the City or Lessee as both City and Lessee have had the assistance of attorneys in drafting and reviewing this Lease.

Q. Counterparts. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

R. Attorneys' Fees. In the event that any suit or action is brought to enforce this Lease or any term or provision hereof, the parties agree that the prevailing party shall recover all attorneys' fees, costs, and expenses incurred in connection with such suit or action to the maximum extent allowed by law.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the Commencement Date.

CITY: **CITY OF CORDOVA**

By: _____

Its: _____

LESSEE: **XXXX**

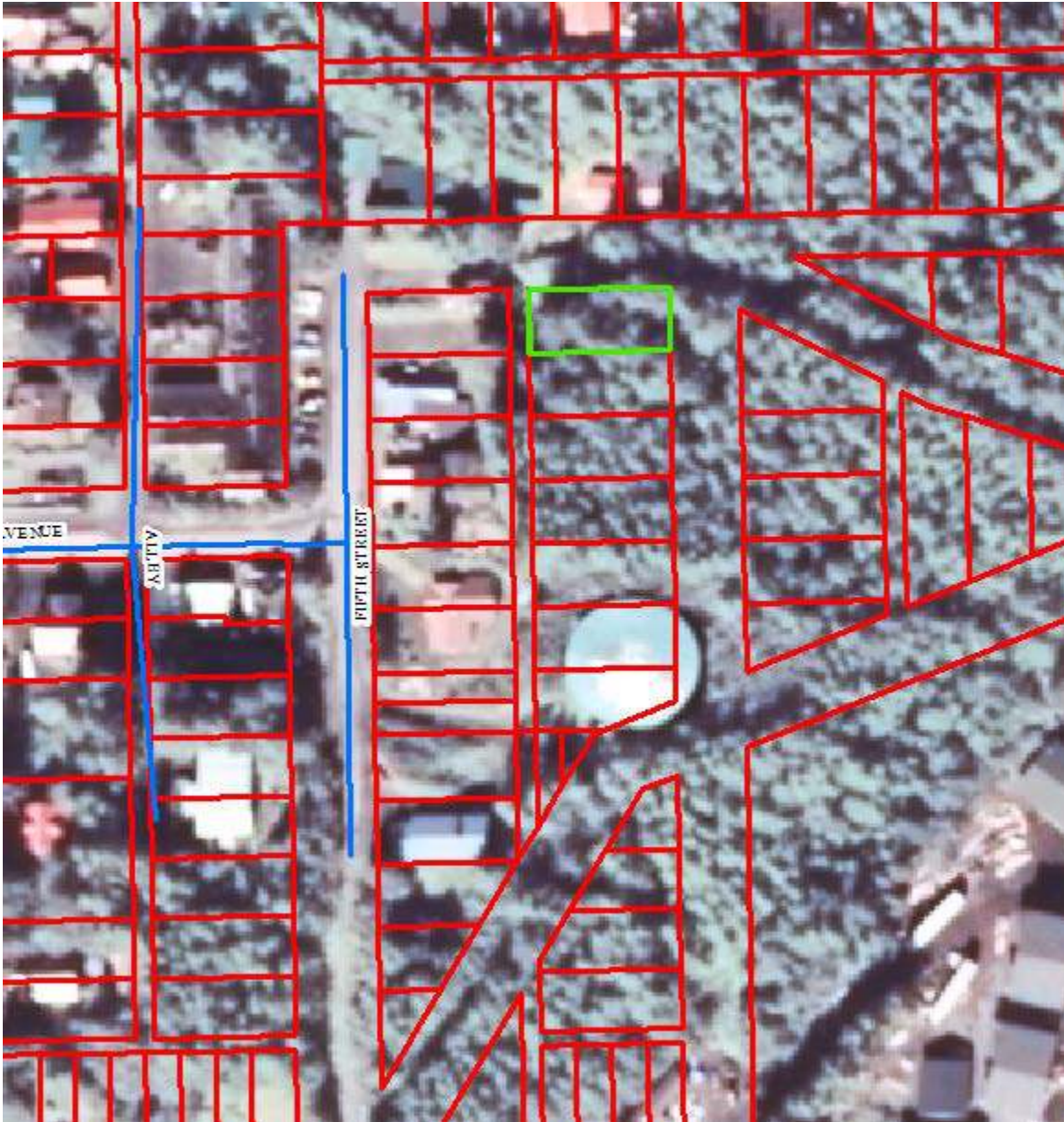
By: _____

Its: _____

Exhibit A

Premises

Lot 20, Block 23, Original Townsite



City Council Public Hearing
May 3, 2017 @ 6:45 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order

Vice Mayor Josh Hallquist called the Council public hearing to order at 7:00 pm on May 3, 2017, in the Cordova Center Community Rooms.

B. Roll call

Present for roll call were Council members *Ken Jones, Jeff Guard, Josh Hallquist* and *David Allison*. *Mayor Clay Koplín* and Council member *James Wiese* were present via teleconference. Council members *James Burton* and *Robert Beedle* were absent. Also present were City Manager *Alan Lanning* and City Clerk *Susan Bourgeois*.

C. Public hearing

1. Ordinance 1154 an ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$240,500 from the general reserve fund for the purpose of bringing current, PERS obligations for CCMC - 1st reading

Vice Mayor Hallquist opened the hearing up for public testimony on Ordinance 1154; there was no public testimony.

D. Adjournment

With no objection, *Vice Mayor Hallquist* adjourned the hearing at 7:02 pm

Approved: May 17, 2017

Attest: _____
Susan Bourgeois, CMC, City Clerk

Regular City Council Meeting
May 3, 2017 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order

Vice Mayor Josh Hallquist called the Council regular meeting to order at 7:04 pm on May 3, 2017, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance

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

C. Roll call

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

D. Approval of Regular Agenda

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

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

E. Disclosures of Conflicts of Interest - none

F. Communications by and Petitions from Visitors

1. Guest Speakers - none

2. Audience comments regarding agenda items - none

3. Chairpersons and Representatives of Boards and Commissions

Harbor Commission – there will be a meeting next Wednesday, May 10th; CCMCABoD – there was no report; Parks & Rec – there was no report; P&Z meets next week on May 9th; School Board meets next week also on May 10th.

4. Student Council Representative Report – **Cori Pegau** was not present.

G. Approval of Consent Calendar

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

5. Resolution 05-17-13 A resolution of the City Council of the City of Cordova, Alaska, authorizing: Cathy Sherman, Information Services Director; Susan Bourgeois, City Clerk; Clay Koplin, Mayor; Josh Hallquist, Vice-Mayor; and Samantha Greenwood, City Planner, to sign checks, vouchers, notes, other documents and have access to the safe deposit box as authorized by the City Council

6. Council confirmation of CVFD annual election of Chief and Deputy Chief

7. Council approval of use permit for alcohol for CRW Salmon Festival

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

H. Approval of Minutes

M/Allison S/Jones to approve the minutes.

8. Minutes of 04-19-17 Council Regular Meeting

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

I. Consideration of Bids - none

J. Reports of Officers

9. Mayor's Report – **Mayor Koplin** said he has had a pretty busy couple of weeks in Washington DC for meetings. He has met with members of Alaska's congressional delegation at least three times each. Representative **Young's** office is working on the harbor upgrades – there is a chance to get it into one of two bills right now. We have some really strong advocates here that are aware of our needs and are very supportive. **Murkowski** and **Sullivan's** offices are working the issues of energy and health care. We have strong support from all three on the Secure Rural Schools issue and **Mayor Koplin** said he is cautiously optimistic that we will see some SRS funding come through this session. He mentioned he's also been working with Hospital Administrator **Scot Mitchell** on the American Health Care Act which is currently being considered in Washington – the way its worded now would be pretty negative for Cordova. He has meetings scheduled tomorrow with USDA and Department of Energy where he'll be promoting our projects.

10. Manager's Report - **Lanning** said he has been conferring with the Mayor as well and he has sent another packet on the Harbor project to a Senator from South Dakota on a committee that could be helpful to that project. On the next work session he hopes to get to the exemptions/exceptions, relating to discussions during the strategic planning meetings. Staff continues to work on work flow analyses and narratives that he has asked they have to him by June 1. Studying rates right now as well. Some positive news - 1st quarter numbers are in and general fund and the harbor enterprise fund are both at 25% - on track.

11. City Clerk's Report - **Bourgeois** reported that certification of the roll is an item later and she'll be able to answer questions if there are any at that time. She said the next step will be setting the mill rate - she'll bring that up at pending agenda, its often nice to have a full council in attendance for that important decision, it must be done by June 15 - she was thinking either May 17 or June 7 meeting.

K. Correspondence

12. 04-26-17 Letter from Bret Bradford re Lots 8 & 9, Odiak Park Subdivision

Guard asked about this RFP and whether we could pull it at this point. City Planner **Sam Greenwood** addressed the item and said that the RFP is closed at this point - we have received one proposal, it will be on the next P&Z meeting agenda then a recommendation will come to Council. **Bourgeois** mentioned that the writer of the letter of interest which began the process for the RFP on these lots did not, in fact, put in a proposal. The only proposal was a joint proposal put in by the 3 adjacent landowners.

L. Ordinances and Resolutions

13. Ordinance 1154 An ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$240,500 from the general reserve fund for the purpose of bringing current, PERS obligations for CCMC

M/Allison S/Guard to adopt Ordinance 1154 an ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$240,500 from the general reserve fund for the purpose of bringing current, PERS obligations for CCMC **Allison** said he would support for first reading and maybe there will be an opportunity to look at other options to pay for it before second reading. He said this is an obligation toward our employees retirement account and it is not something to forego paying, regardless of how we feel about the state's handling of the PERS system. **Guard** mentioned how at the last meeting we put constraints on a business that is having tax issues and we can't very well say that the rules don't apply to us, these are obligations we must pay. **Wiese** commented that he is in support of this as well, he is happy with the management team, he is not interested in creating a situation for them that we will possibly lose this management team and the doctors we now have. **Hallquist** said that when Providence was here they looked at everything, got right into our books and after three years realized this was not a moneymaker, and left, that just goes to show that we will have to subsidize at some level. We pared down the actual ask they made at budget so we almost knew this might be coming. With the team in place we have to give them time to work on this - he thinks we are on the right path.

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

14. Resolution 05-17-14 A resolution of the City Council of the City of Cordova, Alaska, adopting the Cordova strategic action plan emphasizing economic sustainability as the focused goal of the City Council

M/Allison S/Guard to approve resolution 05-17-14 A resolution of the City Council of the City of Cordova, Alaska, adopting the Cordova strategic action plan emphasizing economic sustainability as the focused goal of the City Council

Lanning said the Council has had 8 two hour sessions to come up with this. We decided on economic sustainability and then explored all the areas of importance. He presented it with written narrative as well as the actual strategic action plan. He said this is the path we are going to stay on. **Allison** said he would like to see this in writing, in front of them - this is a good plan to start with and it will be modified over the years. **Hallquist** said he supported this - it was a good exercise to get **Alan** to learn Cordova and there was lots of public input - he's glad to have the roadmap.

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

M. Unfinished Business

N. New & Miscellaneous Business

15. Approval of Tideland Permit for Trident Seafoods' Outfall Lines ATS 220

M/Allison S/Jones to approve the permit for Trident Seafoods for three outfall lines as contained in the staff report including the special conditions.

Allison said they've been using these for a long time, this seems to be more of a housekeeping issue than anything else. He said, obviously they will take care of their lines and other agencies are overseeing those lines. **Jones** and **Guard** said they are also supportive.

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

16. Certification of the 2017 Property Assessment Roll

M/Allison S/Wiese to certify the 2017 property assessment roll as present by the City Clerk's office.

Allison said the Clerk's office has done the math and put the numbers before us, I'll support it. *Wiese* commented that the taxable vs. exempt values are scary (i.e. about 50/50). *Bourgeois* mentioned that taxable is actually creeping up and is a higher percent than exempt by just a little bit this year. She said that was mainly 2 city properties that came down in value considerably - the old library/museum building as well as the ferry dock. *Bourgeois* continued that there will actually be tax collected (on a possessory interest value) on the old library/museum building this year as it is now leased.

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

17. Bird Mitigation Proposal - this was informational at this time unless Council wanted this brought back for action, however, there is no current funding for this. *Hallquist* appreciated Carlos getting this proposal in, it's something we should think about, maybe for next year - it's a reasonable proposal.

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

Bourgeois mentioned that FDC will meet tomorrow night and they are working on a draft letter to the Governor and ADF&G Commissioner, they may ask Council to send that letter so we should schedule a Special Meeting - it is a time-sensitive letter. Council opted for a noon Friday meeting, May 5.

Lanning mentioned that he would start working on a marijuana ordinance so we could start taxing it.

Allison mentioned the setting of the mill rate - it was decided that we would do that at the June 7 meeting, per *Lanning's* request. *Hallquist* asked what the next work session topic would be - *Lanning* said sales tax exemptions.

O. Audience Participation

Lee Holter from CCMC reported on happenings at CCMC - the two permanent doctors are in place but also there are 3 permanent nurses and a fourth will be here in June. He also thanked Council for their support.

Greg Meyer of 1 Cannery Row - said he appreciates the support and leeway that Council has given the new manager in doing the strategic plan.

P. Council Comments

Wiese offered a special thanks to *Rob Mattson* for his commitment and dedication to the CVFD - been in there since 1990, pretty phenomenal.

Jones thanked people for being here tonight. He said he'd be on the phone for the next few months meetings during fishing season.

Allison thanks to everyone for coming out, listening and giving input - he offered a special shout out to the radio personnel that make this available on KLAM for people.

Guard seconded the audience participation accolades and thanked staff and other Council members for helping those of us through who still have training wheels on.

Hallquist thanked *Mayor Koplin* for his trip to Washington and for putting out the good word for Cordova there.

Q. Adjournment

M/Allison S/Jones to adjourn the meeting.

Hearing no objection the meeting was adjourned at 8:21 pm.

Approved: May 17, 2017

Attest: _____
Susan Bourgeois, CMC, City Clerk

Mayor's Report
5-12-17
Clay Koplin

I have been working with the City of Cordova Fisheries Development Committee, CDFU, and individuals to request an improvement in the pre-season communications between fisheries managers and stakeholders in the Prince William Sound / Copper River Delta regions. A meeting with ADF&G staff is currently being planned depending upon stakeholder schedules. I expect to have a meeting scheduled by the afternoon of Monday, May 15th.

A U.S. Senate bill to reinstate the Secure Rural Schools (SRS) funding in the wake of pressure from schools and communities is probably the brightest opportunity on the horizon for the short term for Cordova. We will keep our fingers crossed that this bill will pass and restore the SRS funding that has been such an important part of local City/School budgets and funding. The hard work of the Cordova School Board and Administration has contributed significantly to this process.

With commercial fishing starting next week and construction commencing on various business, commercial, utility, and roads projects, please remember to drive with alertness and care to assure safe walking, biking, and vehicle traffic for summer.

Mayor Clay

LISA MURKOWSKI
ALASKA

COMMITTEES:
ENERGY AND NATURAL RESOURCES
CHAIRMAN
APPROPRIATIONS
SUBCOMMITTEE ON INTERIOR,
ENVIRONMENT, AND RELATED AGENCIES
CHAIRMAN
HEALTH, EDUCATION, LABOR,
AND PENSIONS
INDIAN AFFAIRS

United States Senate

WASHINGTON, DC 20510-0203
(202) 224-6665
(202) 224-5301 FAX

April 27, 2017

510 L STREET, SUITE 600
ANCHORAGE, AK 99501-1956
(907) 271-3735

101 12TH AVENUE, ROOM 329
FAIRBANKS, AK 99701-6278
(907) 456-0233

800 GLACIER AVENUE, SUITE 101
JUNEAU, AK 99801
(907) 586-7277

805 FRONTAGE ROAD, SUITE 105
KENAI, AK 99611-9104
(907) 283-5808

1900 FIRST AVENUE, SUITE 225
KETCHIKAN, AK 99901-6059
(907) 225-6880

851 EAST WESTPOINT DRIVE, SUITE 307
WASILLA, AK 99654-7142
(907) 376-7665

The Honorable Clay Koplin
Mayor
City of Cordova
PO Box 1210
Cordova, Alaska 99574-1210

Dear Clay:

Thank you for contacting me regarding the proposed defunding of the National Sea Grant Program within the National Oceanographic and Atmospheric Administration (NOAA). I appreciate hearing from you and having the opportunity to respond.

As you may be aware, the President recently released the first pieces of his budget proposal for Fiscal Year 2018 (FY18), which proposes the elimination of the National Sea Grant College Program. While I firmly believe that Congress needs to take a hard look at where we can cut spending to reduce the nation's deficit, eliminating the National Sea Grant Program is not the right path forward.

The National Sea Grant College Program serves 31 States and 2 territories, including the Alaska, through the University of Alaska system, and is vital to supporting fisheries and environmental research across the nation. This program has been critical to ensuring healthy, sustainable coastal communities that can mitigate and help adapt to the effects of ocean and coastal change. I am grateful for the invaluable research and assistance that Sea Grant-funded programs and researchers have provided to Alaskan industries, small business owners, and community stakeholders.

Since the announcement of the proposed National Sea Grant cuts, I have cosponsored S. 129, the National Sea Grant College Program Amendments Act of 2017, a bill to reauthorize the Sea Grant Program. I also wrote to the President, along with several Senate colleagues, expressing the importance of Sea Grant in our respective states and to the entire nation. In fact, this year I am a proud host of a Knauss Sea Grant Fellow in my Washington, DC, office and am witnessing the value of the program firsthand. The National Sea Grant Program and the Knauss Sea Grant Fellow Program each have had a strong and lasting impression on our coastal communities through their 11 Alaskan Extension Agents and over 50 Alaskan fellow alumni now working throughout the nation.

When the President's budget request for FY18 comes before Congress, I will work alongside my colleagues to maintain this critical program. As a member of the Appropriations Committee, I remain committed to ensuring that the National Sea Grant Program continues to receive the funding it needs in order to serve coastal and rural communities throughout Alaska.

Again, thank you for contacting me on this important issue.

Sincerely,



Lisa Murkowski
United States Senator

[HOME PAGE AND WEB MAIL](#)
MURKOWSKI.SENATE.GOV



Southcoast Region

Director's Quarterly

Alaska Department of Transportation & Public Facilities

Spring Edition

May 2017

DIRECTOR'S MESSAGE



Michael J. Coffey

Southcoast Region director, is a degreed engineer from Humboldt State University & has over 34 years of maintenance, operations, design & construction experience with the Alaska Department of Transportation & Public Facilities (DOT&PF).

May is National Bike Month, and we have bike safety on the mind! These days, more bikes are out on the roads than gathering dust in the garage. It is spring, and Southcoast Region drivers are starting to share the road with more than just the few hardy year-round bicyclists who brave winter conditions.

The Alaska Driver's Manual includes the following safety tips for bicyclists:

- Always wear a helmet and obey all traffic controls.
- Ride your bicycle near the right-hand edge of the road.
- Never carry another person on your bicycle.
- Always use hand signals when turning or stopping.
- Look out for cars at cross streets, driveways and parking places.
- Be careful when checking traffic and don't swerve when looking over your shoulder.
- Give pedestrians the right-of-way.
- Keep your bicycle in good condition and always ride carefully.

We encourage bicyclists to use reflectors or wear reflective clothing to help drivers and pedestrians see them. We all know that distracted driving is increasing across the country – unfortunately, that is also true here in Alaska. This applies to bicyclists also. **Put down the phone.** We should not even need to say this, but talking on the phone, texting, or checking Instagram while biking is a major no-no. Also, refrain from listening to headphones because it is more difficult to hear approaching cars and pedestrians.

The responsibility of staying safe does not just fall to bicyclists. Everyone on the roadway plays a part in safe travel. Here are some rules of the road for both bicyclists and drivers:

- Every person operating a bicycle upon a roadway has all the rights and is subject to all of the duties applicable to the driver of any other vehicle .
- Bicyclists are required to obey traffic signs, signals and all other traffic laws. Always be alert for other traffic .
- Bicycles must ride in the same direction as traffic .
- With the increasing use of bicycles, drivers need to exercise more care while driving when bicyclists are present to ensure their safety. Bicycle riders have no vehicle structure to protect them, and are difficult to see in traffic. Some bicyclists lack skill, and many are too young to have knowledge of all the traffic rules. As a driver, you must be alert and courteous to all bicyclists .

The link below leads to a two-page summary of Alaska Bicycle Laws published by the Alaska Department of Transportation and Public Facilities:

http://dot.alaska.gov/stwdplng/hwysafety/assets/BikeandSafetyManual/Alaska_Laws.pdf

This summer, get out and enjoy the beauty that is Southcoast Alaska, I certainly plan to. But remember, please ride/drive safely!

PROJECT AWARDS & FUNDING

Fiscal Year 2017 Project Funding

Total FHWA funds SR obligated to date:
\$27,732,989.59

Of which: AMHS = **\$786,666.58**
OTHER = **\$26,946,323.01**

FY17 Project Awards

SR advertised 12 construction projects,
awarded 9 projects totaling **\$53,524,637**.
Those projects included:

- Cold Bay Airport Improvements
- KTN Trollars Creek Bridge Replacement
- SGY CWHM Bridge Replacement
- JNU Glacier Hwy Fritz Cove—Seaview Improvements.



PRECONSTRUCTION

Southcoast Region Major Projects in Design:



KTN Mission Mill Stedman St

Ketchikan: Front, Mill & Stedman Streets Reconstruction Project

Location: On S. Tongass Hwy between Grant St and Deermount intersection. The project will widen sidewalks, upgrade pedestrian crossings, add traffic calming measures, reconstruct road base, resurface road and bridge. Began in 2012, approved environmental document completed in 2015. Construction funding available this year, and is on track to begin construction in the fall/winter of 2017 using a detailed phasing plan to limit disturbance to businesses and tourists. Scheduled to advertise in late June.

Haines: Highway Reconstruction Project

Location: From milepost 3.9 to 25.0. The project will bring the final U.S. segment of the Haines Highway up to 55 mph design standards; will widen shoulders to 6 feet, realign curves to provide sight distance, increase passing zones, replace the Chilkat River Bridge and mitigate debris flows within the project limits that are very costly to maintain. Began in 2004 with preliminary design and pursuit of an approved environmental document. In 2016, the Final Revised Environmental Assessment was completed and in August the Finding of No Significant Impact (FONSI) was signed. Construction funding available this year for the first phase of construction from milepost 3.9 to 12.0. Scheduled to advertise in late May.

Juneau: Egan Drive – 10th Street to Main Street

Location: Egan Drive between 10th Street (Douglas Island Bridge) and Main Street. The project will reconstruct pavement structure, upgrade street lights to LED lighting, make sidewalk widths more uniform, add two pedestrian crossings, repair a retaining wall on Egan Drive and Main Street. Also will add bike lanes between the bridge and the Main Street improving bike access from Douglas Island into downtown Juneau. Scheduled to advertise to construct in July or August 2017. Construction could begin as early as fall 2017 and is planned to be complete by the Fall of 2018.

Juneau: Mendenhall Loop Road Improvements

Location: Intersection of Nancy Street to the intersection of Back Loop Road. The project will construct three roundabouts, improve medians, upgrade sidewalk and bike path, reconfigure turn lanes, and update lighting. Roundabouts are proposed at the cross street intersections of Steven Richards Drive, Floyd Dryden Access Road, and Mendenhall Boulevard. Public meeting is scheduled for May 17, 2017. This State-funded project is planned to start construction 2018.



JNU 10th & Main

IMPORTANT LINKS

- Alaska Navigator for Southcoast Region
- Subscribe to receive news & updates via email
- Access department news & updates on Facebook & Twitter
- Get the scoop on Southcoast Region projects

alaskanavigator.org

public.govdelivery.com/accounts/AKDOT/subscriber/new?

[@AlaskaDOTPF](https://facebook.com/AlaskaDOTPF)

<http://dot.alaska.gov/projects-status/>

CONSTRUCTION

Ketchikan Trollers Creek Bridge Replacement

Originally built in 1938 by the Bureau of Public Roads, for 79 years the Trollers Creek bridge served as a connecting link until; age and deterioration rendered the bridge limited for continued service. In August 2016, a contract to replace the current bridge was awarded to Orion Marine Contractors, Inc. of Tacoma, Washington. The \$1,549,850.00 project will replace the structurally deficient timber bridge with a new concrete bridge that will provide a wider travel-way capable of safely carrying all legal loads.



Removing the Trollers Creek Bridge

On-site construction of the replacement bridge began January 27, 2017, with demolition of the current bridge. As of April 26, 2017, the original bridge has been removed and two new concrete abutments have been completed. As soon as the contractor completes backfilling the abutments, five new 123ft-long pre-stressed precast concrete girders will be installed. The contractor’s latest schedule shows completion of work occurring on July 19, 2017, approximately two weeks ahead of the contract’s August 4 completion date.

Juneau Glacier Hwy. Reconstruction: Fritz Cove Rd. to Seaview Ave.



Excavation for Glacier Hwy Realignment at Auke Bay

Alaska DOT&PF entered into a \$13,795,076.00 contract with Secon of Juneau, Alaska on February 13, 2017 to reconstruct a portion of Glacier Highway near Auke Bay. Approximately one month later, the contractor began onsite construction, starting with clearing, grubbing, and removing invasive plants. Currently, excavation for a realigned section of Glacier Highway near the former NOAA Auke Bay laboratories is in progress.

Being a little more than two months into an 18 month contract, the work is anticipated to progress continuously until a shutdown is necessary during the winter offseason. The contractor’s current schedule shows project completion by August 31, 2018. Upon completion, this corridor of Glacier Hwy will have safer pedestrian facilities and improved highway geometrics, allowing greater driver sight distance, thereby meeting current highway standards.

Projects in Construction

- Chignik Public Dock
- Cold Bay Airport - Crosswind Improvements
- Cold Bay Airport Improvements - Main Runway Rehab
- Gustavus Rink Creek Bridge Replacement
- Haines Klehini Bridge and Transfer
- Haines Airport Drainage Improvements and Pavement Rehab
- Juneau Glacier Hwy. Multi-use Separated Path to UAS
- Juneau Glacier Hwy. Reconstruction: Fritz Cove Rd. to Seaview Ave.
- Juneau Lawson Creek Bridge Resurfacing
- Juneau N. Douglas Pavement Rehabilitation Roundabout to Fish Creek
- Kake Ferry Terminal Passenger Facility
- Ketchikan N. Tongass Hwy. Illumination Upgrade HSIP
- Ketchikan Replacement of Water Street Trestle #2(KTN Off-System Bridge)
- Ketchikan Airport ARFF Building Renovation
- Ketchikan Roosevelt Dr & Franklin Rd Pavement Rehab
- Ketchikan to Shelter Cove Road Stage 2 Construction
- Ketchikan Trollers Creek Bridge #0864 Replacement
- Kodiak Ferry Terminal
- Petersburg Haugen Drive Bike Path Improvements
- Petersburg Haugen Drive Sewer Line Improvements
- Petersburg Nordic Drive Refurbishment: Haugen Drive to Ferry Terminal
- Petersburg Nordic Drive Sewer Line Improvements
- Skagway Mine Mountain Repeater Power System Upgrade
- Skagway Replace Capt. William Henry Moore Bridge
- Yakutat Highway Fish Passage Improvements

MAINTENANCE & OPERATIONS

Kodiak Airport Becomes First on the National Stage

Tow plows have been spreading and gaining popularity across the nation but the Kodiak Benny Benson Airport is the first airport in the world to utilize a tow plow for winter maintenance operations. The tow-plow is a towed trailer with a snowplow and the capabilities of spreading either sand or liquid anti-icing/deicing chemicals to aid in snow removal activities. This allows one operator and a single truck to do the work of 2 operators and 2 snowplows. The vendor, Maintenance & Operations, and the State Equipment Fleet partnered to overcome the many challenges to operating the tow plow in an airport environment. Kodiak Airport Manager Bruce McNeil operated the tow plow on its initial voyage and was impressed with its maneuverability and its snow and ice removal capabilities. Bruce believes that the tow plow will increase snow and ice removal efficiencies by over 100%. Overall the Kodiak crews were impressed with the tow plow and are looking forward to using it in the future.



Tow-plow at KDK Benny Benson Airport

MEET THE SOUTHCOAST REGION



Tom Renninger

Tom Renninger

SR is HAPPY to announce that we have hired our new Director of Maintenance & Operations, Construction, & Facilities. Please welcome Tom Renninger to the region & the department. Tom comes to us from the Nebraska Department of Roads where he spent the last 28 years of his career. We are lucky to have someone of Tom’s caliber joining us.

Southcoast Region Marine Engineering

DOT&PF has maintained a marine design section since territorial days, formerly under the Division of Waters and Harbors and now under Southcoast Region (SR). Five marine design professionals are responsible for marine-related infrastructure design and support within the State. Group members include David Lowell, PE SE; Tim Doggett, PE SE; Joel Osburn, PE; Misty Butler, PE; Casey Dubois, EIT and Jill Taylor, Environmental Analyst



Valdez Terminal

This group works on a diverse array of coastal and waterfront projects, primarily for the Alaska Marine Highway System (AMHS). They are responsible for design of new construction and major maintenance projects at the 42 ports served by the AMHS in 37 communities throughout Alaska and Prince Rupert, B.C. However, small boat harbors, seaplane facilities and an assortment of piers, docks and other coastal structures are routinely designed in-house at SR. From 1983 to 1994, the marine design section was under the direction of the AMHS, and in 1994 marine design activities returned to SR under the current organization. The marine design group has routinely worked statewide on many projects even prior to the expansion of the Southcoast boundary expansion.

The marine design section provides historical record keeping and knowledge of all AMHS ferry terminals. They are often called upon by the public and others who seek their specialized knowledge of marine structures in the Alaskan environment. Marine engineering is a diverse hybrid of several engineering disciplines including coastal engineering, civil engineering and structural engineering. It requires creative solutions to transfer traffic to 11 different AMHS vessels in coastal areas with a tidal range of up to 30 feet. The design work includes upland improvements involving public utilities, on-site sewage disposal systems and public building structures. Members of this group are also responsible for providing seasonal inspections of the marine infrastructure that is utilized by AMHS as part of the State’s ferry system. The results of this inspection work support the drafting of the annual shore facilities condition survey report which serves as a tool to inform the public and determine project development needs.

Project development for marine facilities has become more challenging with respect to increased environmental permit requirements. Our environmental staff routinely encounters complex offshore permit conditions and is working on a number of Incidental Harassment Authorization (IHA) permits that require a lengthy and involved process with various federal regulatory agencies.

The marine design section is currently working on a number of interesting and important marine transportation projects including a new multipurpose pile supported dock for the City of Sandpoint and major refurbishment to the existing ferry terminals in Haines, Skagway, Gustavus, Ketchikan and Tenakee Springs, work valued at over \$61 million to be obligated for construction within FY17 and FY18.

Bruce and Sally Campbell

314 Railroad Row, Cordova AK. 99574-0826 | 907-253-8250 | captsoup@hotmail.com

04/29/2017

Cordova City Council
City of Cordova
Cordova, Ak 99574

Subject: RFP Blocks 8 and 9, Block 1, Odiak Park subdivision

Dear Cordova City Council,

We are writing to voice concerns regarding the RFP to develop lots 8 and 9, block 1 of the Odiak Park sub-division. We appreciate the work that the City Council and Planning and Zoning Commission do.....much of it volunteer work. However, we feel this RFP is just a bad idea and as the closest adjacent land owner to lot # 9 we are disappointed that the City did not notify us directly. Now, after the fact and quite by accident we saw the ad yesterday for the RFP on the scanner channel. As a tax paying property owner of this community we feel the city has an obligation to personally notify any home owner of any city action which may cause affect to a home owners personal property. Sally and I have been in emergency medical mode for months on end now. Our ability to pay attention to anything other than basic survival has been limited and will continue to be so. At a minimum we are requesting that the city be understanding of our situation and allow us a little more latitude in our ability to be involved on the processes of this RFP or other planning and zoning work. We urge the city to reconsider this RFP. However, for now we will articulate our concerns and alternative options which occur to us at this time.

Concerns:

We have lived at this location (314 Railroad Row) since 1995, and at the time were told that block 9 was not available for purchase, and in fact that it was a city easement which laid upon the old railroad boardwalk from Cordova's early years. We might have been interested in buying lot 9 at that time but it did not seem to be an option. As you probably know we have collaborated with our neighbors Max and Cecelia Weise, along with Bret and Cindy Bradford with an RFP response of our own proposing the purchase of the property. We have considered how anybody might be able to develop lot 9; it's difficult to imagine how it might be possible without causing harm or having effects to our home and property.....and still be in compliance with the city's own regulations. While development options may appear feasible from looking at a map or plat of the area the "on the ground" conditions say otherwise for following reasons:

- There is no easement from Railroad Row that would allow development access. The property would need to be developed from Chase Ave on the SE side of the lot.
- Access from the SE side would have to overcome very steep slopes and/or cliffs; such as the 15 foot cliff face directly behind our house and rising up from Chase Ave. It would be impossible to develop without heavy blasting of the area which would be a safety hazard and could cause damage to several homes in close proximity. Currently the only ground which is level enough to consider building on is approximately 81' X 45' or 3,645 sq. ft. of acreage and located adjacent to our property line. The amount of rock that would need to be blasted and moved in order to allow an access road or cut and fill to create a buildable pad would be cost prohibitive.
- Any building construction on the upper part of the lot would mean totally clearing the land and construction at extreme close proximity to our home which would obscure any view we have, be noisy and

remove any sense of privacy we currently enjoy. Additionally this is a high wind area which is the result of predominant easterly winds coming off Eyak Lake, past the hospital and then upslope through the existing trees on lots 8 and 9. Removal of trees and shrubbery in the area will expose local homes directly to the wind and result in wind damage each year.

- There are numerous existing legal encumbrances to the property which need to be considered: 1) the sidewalk and ROW clearing limits off Chase Avenue 2) The green belt which is designated and showing on city plats and required as a condition of sale within adjacent lots 10, 11 & 12. How does the city intend to be consistent with it's greenbelt management direction? 3) An easement for a city water line which has been missed in the city plats. 4) The existing easement for the old boardwalk or railroad bed. Cumulatively the above easements all would reflect a reduction in acreage available for development, possibly resulting in acreage less than the city minimum requirement of 5,000 sq. ft.
- The greenbelt mentioned above would be obliterated where it crosses behind our home. Currently the greenbelt is intact and provides a mix of positive aesthetics for the homeowners and the public. The green belt is visually pleasing and provides a corridor of cover and is a feeding source for a variety of wildlife and birds such as squirrels, voles, eagles, humming birds, varied thrush, robins, stellers jays, pine siskins, winter wrens and juncos. Many varieties of birds also nest here. I don't believe eagle nests exist but the greenbelt provides eagles with a cruise zone by which they hunt and roost. The Forest Service has issued a bird pamphlet named "The birds of Cordova and Copper River Delta" which is a checklist of bird's occurring in our area. Of that listing, according to USFS Wildlife Biologist Milo Burcham there are at least 20 different varieties of birds that also reside within town.
- The homes along Railroad Row are all part of the early historic railroad era of Cordova. Our house in fact was the home of the railroad superintendent. It was built in 1909 and most other homes along this section of Railroad Row were built about the same time or shortly thereafter. This is where all the early railroad employees and their families lived. As I understand it the railroad ran approximately where Chase Ave. is now and the boardwalk existed on the SE side of our property line directly in the middle of lots 8 and 9. The entire area is rife with historic relics of early Cordova including evidence of the early electrical system, railroad artifacts, household artifacts and even the original wooden water lines. Having worked with but retired from the USFS here locally for many years I am very familiar with the National Historic Preservation Act and the strict requirements for the process of reviewing projects that include historic properties and the importance of abiding by the applicable laws. I don't know exactly how that translates to city governments but suspect there are laws that apply which the city and home owners are required to comply with.

Alternative Property Management Proposal:

We believe the city is on the right track in the designation of a greenbelt above Chase Avenue. It makes great sense to continue and extend this greenbelt especially in consideration of the points I have made above. The greenbelt could be cooperatively managed between the local home owners, the local Audubon Society, the City and the Historical Society. It would be of benefit to the community, protect birds and wildlife, and protect the existing historical resources. The remaining acreage, less other easements and encumbrances could be purchased by the home owners.

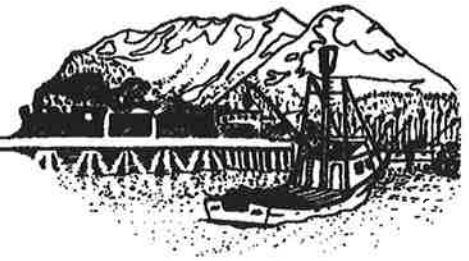
Cc: Cordova Planning Commission

Cordova Historic Preservation Commission

Sincerely,

/S/ Bruce and Sally Campbell

CITY OF CORDOVA



May 5, 2017

Governor Bill Walker
3rd Floor, State Capitol
PO Box 110001
Juneau, AK 99811

Commissioner Sam Cotton
1255 West 8th Street
PO Box 25526
Juneau, AK 99802-5526

Dear Governor Walker and Commissioner Cotton:

The following letter is submitted for your consideration by Mayor Clay Koplin, on behalf of the City Council of the City of Cordova, Alaska. There exists a Fisheries Development Committee, an official committee of the City of Cordova formed in order to revitalize dormant fisheries, create new fisheries, and strengthen existing fisheries. The committee consists of members with experience in fisheries, fisheries management, and the processing industry. The City Council agrees with the committee's concerns as outlined below.

The City Council raises several objections to the management scheme the Alaska Department of Fish & Game (ADF&G) has proposed for the 2017 salmon season in Area E. The immediate concern is the Department's plan for the Copper River commercial drift gillnet salmon fishery.

The Council objects to the Department's manner and methods of enacting its management plans for 2017, for the following reasons:

1. In the past, when faced with potential changes to the fishery, the Department has proactively engaged with fishery stakeholders when developing and formulating plans for the coming season; there was no such outreach or opportunities for engagement prior to the Department's preseason fishery meeting in Cordova on April 20, 2017.
2. The Department has formerly utilized stakeholder engagement in preparing its preseason fishery outlook news release, and distributed it shortly thereafter in Cordova. In 2017, this document was released two weeks prior to the April 20 meeting.
3. At the April 20 meeting in Cordova, the Department unveiled highly restrictive management measures to conserve Copper River Chinook salmon stocks.
4. The Council recognizes the sacrifices that have been made by industry for the conservation of Copper River Chinook salmon stocks in recent years, including significant foregone opportunity on surplus sockeye salmon during some of the largest runs on record, to the detriment of the communities, and the State whose revenues which depend on this resource.

5. The Council supports the Department in its efforts to meet its biological mandates to conserve salmon stocks when necessary, but is in disagreement with the Department's proposed strategy for 2017, and failure to engage stakeholders as should be expected of public managers.
6. The Council also feels that the Department has overreached by indicating that the restrictive approach is somewhat anticipatory of potential Board of Fish action. In the opinion of the Council, such discussions and actions are better left to the Board of Fisheries' formal, fair and transparent process rather than the process that transpired this spring in Cordova.

The City Council of the City of Cordova makes the following recommendations:

1. That the Governor and/or the Commissioner calls a regular meeting of the PWS Salmon Harvest Task Force (SHTF explained below) on or prior to May 13.
2. That the Department actively engages with and supports the SHTF in its stated role as a body representing the commercial fishing industry in the PWS and Copper River salmon management area.
3. That the Department, with input from SHTF membership, updates the SHTF bylaws to include new members, including a representative from the City of Cordova and representatives from other organizations and interest groups as is deemed appropriate.

Formed in 1989 following the Exxon Valdez Oil Spill and convened frequently throughout the 1990s to address the area's most pressing fisheries-related problems, the SHTF has no authority of its own, but is recognized by the industry and the Commissioner of ADF&G as a strong body representing the commercial fishing industry in the Prince William Sound and Copper River salmon management area. The SHTF can make recommendations to the Department concerning fisheries management plans. As per the SHTF bylaws, the protocol for calling a special SHTF meeting places the onus on existing members to call such a meeting, with support of a majority of these members. The City Council feels that the Department has used this clause and lack of meetings as a means for restricting public access to the area's salmon fishery management process. Action by the Governor or Commissioner to convene a general meeting will ensure stakeholder engagement and would also be considered a goodwill gesture for those interests who currently lack a voice in the SHTF process, such as the City of Cordova.

Thank you for your consideration.

Sincerely,

 by Susan Bourquin
Clay Koplin, Mayor
City of Cordova

CITY OF CORDOVA



May 6, 2017

Senator Angus King
133 Hart Senate Building
Washington, D.C. 20510

RE: June 10 Cordova, Alaska Field Hearing and Small Hydro Licensing

Dear Senator King:

After giving considerable thought to your March 14 Senate Energy Hearing regarding small hydro relicensing, I was able to organize some suggestions which I was able to share with Darin Warner when I visited your office last Thursday, May 4th. While we did not arrive at immediate solutions, there may be some opportunities to whittle the regulatory oak tree down to a sapling if not a toothpick.

The conversation with Darin reinforced the need for you to attend the field hearing in Cordova if at all possible. Our innovative and collaborative approaches have been able to forge some headway and I think it would be valuable for you to see some of these successes and opportunities first hand. If you cannot attend, I would encourage you to send staff to participate. We need to work together to promote opportunities for hydro, existing and new.

Thank you for your consideration and for your work, including recent bills, to support Hydropower and a sustainable future for our citizens. If you have any questions, I can be reached at mayor@cityofcordova.net or (907) 253-5026 text/cell.

Sincerely,

Clay Koplin, Mayor
City of Cordova

CC: Senator Lisa Murkowski

RECEIVED

MAY 10 2017

City of Cordova

May 7th 2017

RECEIVED

MAY 10 2017

City of Cordova

Dear City Clerk and City Counsel,

I Stephanie Rusinski Bernard owner of The Jump drive-thru espresso stand am asking for you to consider any possible way to have power ran to the coffee stand. When I started it was in my plans to serve Cordova fast serving coffee with a food menu. Operating on generator will not allow me to power my equipment properly, also causing the equipment to run at a very slow rate. Buying a bigger generator costs a sufficient amount of money and it's in my interest to use that money for temporary power to be ran to the shop. If there is anything we can work out I would greatly appreciate it.

Thank You for your time.

The Jump- Serving Cordova a fresh cup of coffee made with love and hopes to serve delicious food to!



AGENDA ITEM 18

City Council Meeting Date: 5/3/2017

CITY COUNCIL COMMUNICATION FORM

FROM: Alan Lanning, City Manager

DATE: 5/3/2017

ITEM: General Reserve Fund Transfer

NEXT STEP: Seeking Council Approval

☒ **ORDINANCE**
☐ **MOTION**
☐ **INFORMATION**
☐ **RESOLUTION**

I. REQUEST OR ISSUE:

Staff has indicated over the past few months and during the budget process for 2017, additional funds might be needed by CCMC. Requests were approved for a blood refrigerator and an appropriation for a UPS, just two meetings ago. This request was approved by and put forward by the Hospital Board at their 4/25/2017 meeting, in an effort to bring CCMC's PERS obligations current.

II. RECOMMENDED ACTION / NEXT STEP:

Council motion to approve Ordinance 1154, approving the transfer of \$240,500 from the Cordova General Fund Reserve or "Permanent Fund" to cover CCMC PERS obligations.

III. FISCAL IMPACTS:

The fiscal impact is \$240,500 reduction to the Cordova General Fund Reserve.

IV. BACKGROUND INFORMATION:

The CCMC PERS issue has many parts. However, staff invited CCMC staff to provide an overview of the PERS issues, which were addressed in the Work Session. Essentially, PERS Audit notifications from previous years that have not been addressed, have created the current situation.

V. LEGAL ISSUES:

I believe Ordinance 1154 conforms to Charter Section - 5-22.

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

And Section;

5.44.060 - Principal.

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

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

In addition, failure to bring CCMC PERS obligations current could trigger additional audits, fines and penalties leading to additional costs.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

There are none anticipated.

VII. SUMMARY AND ALTERNATIVES:

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



P: (907) 424-8000 | F: (907) 424-8116
P.O. Box 160 | 602 Chase Ave., Cordova, AK 99574-0160

April 26, 2017

Alan Lanning, City Manager
City of Cordova
PO Box 1210
Cordova, AK 99574

Dear Mr. Lanning,

The Cordova Community Medical Center Authority Board of Directors passed a motion at its regularly scheduled meeting on April 25, 2017 to request the City of Cordova transfer \$240,500 to CCMC to cover the PERS contributions that are currently in arrears.

Thank you, and let me know if you have any questions, or need any additional information.

Sincerely,

Scot Mitchell, FACHE
Chief Executive Officer

**CITY OF CORDOVA, ALASKA
ORDINANCE 1154**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, AUTHORIZING THE TRANSFER OF \$240,500 FROM THE GENERAL
RESERVE FUND FOR THE PURPOSE OF BRINGING CURRENT, PERS
OBLIGATIONS FOR CCMC**

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

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

Fund #	Line Item Title	Purpose	Amount
101-902-57017	CCMC Budget Appropriation	PERS	\$240,500
	Total		\$240,500

NOW, THEREFORE BE IT ORDAINED that the City Council of the City of Cordova, Alaska, hereby authorizes the transfer of \$240,500 from the General Reserve Fund as follows: \$240,500 to the 101-902-57017, CCMC Budget Appropriation for the purpose of bringing CCMC PERS obligations current, which were not appropriated in the adopted or amended budget for fiscal year 2017.

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

1st reading and Public Hearing: May 3, 2017

2nd reading and Public Hearing: May 17, 2017

PASSED AND APPROVED THIS 17th DAY OF MAY, 2017

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM 19
City Council Meeting Date: 05/17/2017
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 05/11/2017
ITEM: Council option to protest Liquor License Renewal
NEXT STEP: Motion to either protest or waive right to protest

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** Local Cordova Bar/package store (Anchor Bar and Grill and Anchor Liquor Store dba Tiny Wings Inc.) has applied for Liquor License Renewals with the State of Alaska through the AMCO (Alcohol and Marijuana Control Office).
- II. **RECOMMENDED ACTION / NEXT STEP:** Council action to protest the renewal or waive right to protest.
- III. **FISCAL IMPACTS:** When a business is up for a liquor license renewal and has not been compliant regarding sales tax, business license renewal, property tax and utility payments to the City, staff will advise Council. Staff also advises Council if there are public safety concerns with the business or building.
- IV. **BACKGROUND INFORMATION:** Finance Director Jon Stavig will give input that will be brought to the Council meeting concerning renewal of City business license, sales tax amounts owing and utilities owing. Police Chief Mike Hicks has said he has no problems except that ABC contacted him to say they had been operating without a license since February and they were unaware that they hadn't renewed. He said at this time they are not serving alcohol until the license is renewed. City business licensure status, sales tax status and utility account status (as to delinquency or current) will be presented at the Council meeting. The business is current in property taxes with the City – paid in full for 2016.
- V. **LEGAL ISSUES:** The local governing body's right to protest is defined in AS 04.11.480.

The procedures for protest are lined out in s AAC 304.145. Both are attached here.

- VII. SUMMARY AND ALTERNATIVES:** Suggested motion is to move to protest (or waive Council's right to protest) the renewal of Anchor Bar and Grill and Anchor Liquor Store dba Tiny Wings Inc. liquor license #61 – Beverage Dispensary & liquor license #62 – Package Store. Deadline to protest is 60 days from the notice which was emailed to me on May 10 – therefore, deadline to protest renewal would be July 9, 2017.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

May 10, 2017

City of Cordova
Attn: Susan Bourgeois
VIA Email: cityclerk@cityofcordova.net

Re: Notice of 2017/2018 Liquor License Renewal Application

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

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

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

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

Sincerely,

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

May 10, 2017

City of Cordova
Attn: Susan Bourgeois
VIA Email: cityclerk@cityofcordova.net

Re: Notice of 2017/2018 Liquor License Renewal Application

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

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

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

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

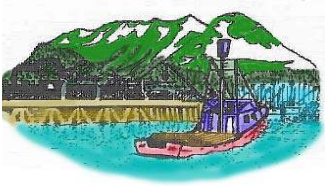
Sincerely,

Jedediah Smith, Local Government Specialist
amco.localgovernmentonly@alaska.gov

Alaska Statutes

Sec. 04.11.480. Protest. (a) A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license by sending the board and the applicant a protest and the reasons for the protest within 60 days of receipt from the board of notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and in no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer. The local governing body may protest the continued operation of a license during the second year of the biennial license period by sending the board and the licensee a protest and the reasons for the protest by January 31 of the second year of the license. The procedures for action on a protest of continued operation of a license are the same as the procedures for action on a protest of a renewal application. The board shall consider a protest and testimony received at a hearing conducted under [AS 04.11.510\(b\)\(2\) or \(4\)](#) when it considers the application or continued operation, and the protest and the record of the hearing conducted under [AS 04.11.510\(b\)\(2\) or \(4\)](#) shall be kept as part of the board's permanent record of its review. If an application or continued operation is protested, the board shall deny the application or continued operation unless the board finds that the protest is arbitrary, capricious, and unreasonable.

3 AAC 304.145. Local governing body protest (a) To protest an application or the continued operation of a license, the local governing body must set out its reasons in a written protest filed with the board and copied to the applicant. The reasons stated by the local governing body must be logical grounds for opposing the application or continued operation of the license and have a reasonable basis in fact. (b) No final action will be taken by the board upon an application until at least (1) 60 days after the receipt of the notice required by [AS 04.11.520](#) by the local governing body unless it advises the director in writing before the end of the 60 days that it is waiving its right to protest the application; and (2) 15 days after completion of public notice of the application. (c) Repealed 5/11/96. (d) A local governing body that protests an application shall allow the applicant a reasonable opportunity to defend the application before a meeting of the local governing body. (e) A local governing body protest may be based upon facts that render the particular application objectionable to the local body, or may be based upon a general public policy. If based on a general public policy, the policy must have a reasonable basis in fact, may not be contrary to law, and may not be patently inapplicable to the particular application being protested. The board will not substitute its judgment for that of the local governing body on matters of public policy that have reasonable factual support. (f) If the application is denied because of the protest, and the applicant requests a hearing, the local governing body must, at the board's request, appear or otherwise meaningfully participate in the hearing and must assist in or undertake the defense of its protest. (g) In addition to the other grounds for protest set out in this section, a local governing body may protest the (1) renewal or transfer of a license based on nonpayment of delinquent taxes of at least \$200 arising in whole or in part from the conduct of the licensed business; and (2) transfer of a license if the (A) local governing body has adopted an ordinance under which it may estimate the amount of taxes due in the tax year of the proposed transfer and arising in whole or in part from the conduct of the licensed business, and require the licensee to pay the estimated amount; and (B) licensee fails to pay that amount or give security under [AS 04.11.360](#).



City Council of the City of Cordova, Alaska

Pending Agenda - May 17, 2017 Regular Council Meeting

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

- 1) Council direction to staff in pursuing Crater Lake Water & Power project from City (water) side
future Council agenda item
- 2) Discussion/action regarding water charges at the Harbor
- 3) Odiak Camper Park and/or other locations for long term rv/trailer rentals in Cordova
- 4) Cordova Center bird mitigation
- 5) Marijuana ordinance

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

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

6/7/20179/20/201712/6/20173/7/2018
- 2) Ordinance 1146 put marijuana moratorium until January 1, 2017
- 3) Staff quarterly reports will be in the following packets:

7/19/201710/18/20171/17/20184/18/2018
- 4) Possible special meeting to accommodate actions from P&Z commission special meeting of
May 16, 2017, maybe noon or 6 pm on May 23, 24, 25, 26

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

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

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

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

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



City Council of the City of Cordova, Alaska

Pending Agenda - May 17, 2017 Regular Council Meeting

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






- 1) Fisheries Advisory Committee:**
authorizing resolution 04-03-45
approved Apr 16, 2003
1-Torie Baker, chair (Marine Adv Prgm)
2-Jeremy Botz (ADF&G)
3-Ken Roemhildt (Seafood Sales)
4-Jim Holley (AML)
5-Chelsea Haisman
6-Dave Reggiani (PWSAC)
- 2) Cordova Trails Committee:**
authorizing resolution 11-09-65
approved Dec 2, 2009
1-Elizabeth Senear
2-Toni Godes
3-Dave Zastrow
4-vacant
5-vacant
- 3) Fisheries Development Committee:**
authorizing resolution
approved Dec 23, 2016
1-Warren Chappell
2-Andy Craig
3-Bobby Linville
4-Gus Linville
5-Tommy Sheridan
6-Bob Smith

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

- 1) Prince William Sound Regional Citizens Advisory Council**
Robert Beedle re-appointed March 2016 2 year term
re-appointed March 2014
appointed April 2013
- 2) Prince William Sound Aquaculture Corporation Board of Directors**
Tom Bailer term until Oct 2018 3 year term
appointed February 2017
- 3) Southeast Conference AMHS Reform Project Steering Committee**
Mike Anderson appointed April 2016 through December 2017
Sylvia Lange alternate

MAY 2017

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2	3	4	5 	6
			6:00 Council work session 7:00 Council reg mtg CCAB	Copper River Delta Shorebird Festival 2017		
7	8	9	10	11	12	13
		6:30 P&Z-CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB		CSD Inservice	
14  Happy Mother's Day	15	16	17	18 	19	20 
21	22	23	24	25 CSD last day of school	26 	27
		7:00 School Board HSL		6:00 CCMCAB HCR		
28	29 Memorial Day- City Hall Offices Closed	30	31	1	2	3
		6:00 P&R CCM				
4	5	Notes				


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

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

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

JUNE 2017

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

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




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

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

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

JULY 2017

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	1
2	3	4  July 4-City Hall Offices Closed	5 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	6	7	8
9	10	11 6:30 P&Z CCAB	12 7:00 Sch Bd HSL 7:00 Harbor Cms CCB	13	14  Copper River Wild Salmon Festival www.copperriverwild.org	15 Salmon Runs 
16	17	18	19 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	20	21	22
23	24	25	26	27	28	29
30	31	6:00 P&R CCM		6:00 CCMCAB HCR		

Notes

Legend:
CCAB-Community Rms A&B
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CCA-Community Rm A
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HCR-CCMC Conference Room

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

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
Mayor:	Clay Koplin	March 1, 2016	March-19
3 years	Mayor@cityofcordova.net		
Council members:			
Seat A:	James Burton	March 1, 2016	March-19
3 years	CouncilSeatA@cityofcordova.net	March 5, 2013	
Seat B:	Kenneth Jones	March 7, 2017	March-20
3 years	CouncilSeatB@cityofcordova.net		
Seat C:	Jeff Guard	March 7, 2017	March-20
3 years	CouncilSeatC@cityofcordova.net		
Seat D:	Robert Beedle	March 3, 2015	March-18
3 years	CouncilSeatD@cityofcordova.net		
Seat E:	Josh Hallquist, Vice Mayor	March 3, 2015	March-18
3 years	CouncilSeatE@cityofcordova.net		
Seat F:	David Allison	March 1, 2016	March-19
3 years	CouncilSeatF@cityofcordova.net		
Seat G:	James Wiese	March 1, 2016	March-19
3 years	CouncilSeatG@cityofcordova.net		

Cordova School District School Board - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, President	March 1, 2016	March-19
	bjewell@cordovasd.org	March 5, 2013	
3 years	Bret Bradford bbradford@cordovasd.org	March 3, 2015	March-18
3 years	Tammy Altermott	March 1, 2016	March-19
	taltermott@cordovasd.org	March 5, 2013	
3 years	Peter Hoepfner	March 3, 2015	March-18
	phoepfner@cordovasd.org	March 6, 2012	
		March 3, 2009	
		March 7, 2006	
3 years	Sheryl Glasen	March 7, 2017	March-20
	sglasen@cordovasd.org	March 4, 2014	
	<i>Vacant (appointed, non-voting)</i>		
	<i>City Council Rep</i>		

seat up for re-election in 2018

board/commission chair

seat up Nov 17

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

CCMC Authority - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	Kristin Carpenter	March 7, 2017	March-20
3 years	Sally Bennett	March 7, 2017	March-19
3 years	April Horton	March 7, 2017	March-19
3 years	Dorne Hawxhurst	March 7, 2017	March-18
3 years	John Harvill	March 7, 2017	March-18

LIBRARY BOARD - APPOINTED

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

PLANNING AND ZONING COMMISSION - APPOINTED

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

seat up Nov 17

seat up for re-election in 2018

board/commission chair

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

HARBOR COMMISSION - APPOINTED

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

PARKS AND RECREATION COMMISSION - APPOINTED

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

HISTORIC PRESERVATION COMMISSION - APPOINTED

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

seat up for re-election in 2018

board/commission chair

seat up Nov 17