

Mayor

Clay Koplin

Council Members

James Burton

Tim Joyce

Tom Bailer

Robert Beedle

Josh Hallquist

David Allison

James Wiese

City Manager

Randy Robertson

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

John Appleton

August Jewell

Regular City Council Meeting
May 18, 2016 @ 7:00 pm
Cordova Center Community Rooms A & B
Agenda



Copper River salmon gillnetting 2016

A. Call to order

B. Invocation and pledge of allegiance

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

C. Roll call

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

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

E. Disclosures of Conflicts of Interest

F. Communications by and Petitions from Visitors

1. Guest Speakers – Gary Peters, ProComm Alaska presentation about E-911..... (page 1)
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (**Harbor, HSB, Parks & Rec, P&Z, School Board**)
4. Student Council Representative Report

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

5. Resolution 05-16-20..... (page 8)

A resolution of the City Council of the City of Cordova, Alaska, requesting FY 17 payment in lieu of taxes funding from the Department of Commerce, Community, and Economic Development

6. Ordinance 1144..... (page 11)

An ordinance of the City Council of the City of Cordova, Alaska, amending chapter 8.08 of the Cordova Municipal Code entitled “nuisances” to expand the definition of nuisances, grant the city administration authority to declare and enforce nuisances and establish a right to appeal a hearing officer’s decision regarding nuisances to the Board of Adjustment and amending sections 8.24.050, 14.20.020, 13.20.050, 13.08.100, and 18.80.040 of the Cordova Municipal Code to incorporate the recommended amendments to chapter 8.08 – 2nd reading

7. Ordinance 1145..... (page 28)

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the city manager to enter into an agreement with the State of Alaska Department of Administration on behalf of the State of Alaska Wildlife Troopers for the lease of 2,500 square feet of office space in the city-owned building commonly known as “the old city hall building” – 2nd reading

8. Ordinance 1146..... (page 73)

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova municipal code chapter 8.40 entitled “marijuana establishments” to prohibit marijuana establishment operations within the City of Cordova until January 1, 2017, to add definitions for regulating the marijuana industry within the city, and to add enforcement and penalty procedures and repealing Cordova municipal code chapter 8.44 entitled “prohibited acts regarding marijuana” and integrating the prohibitions and definitions from chapter 8.44 into chapter 8.40 of the code – 1st reading

9. Approval of exception by use permit for Cordova Arts and Pageants..... (page 78)

10. Record unexcused absence of **Mayor Koplín** from the May 4 Regular meeting

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

11. Minutes of 05-04-16 Regular Council Meeting..... (page 81)

I. Consideration of Bids

J. Reports of Officers

12. Mayor's Report..... (page 85)

13. Manager's Report

a. PWD/City Engineer **Rich Rogers** request for Council input re island on Railroad Ave..... (page 86)

14. City Clerk's Report..... (page 88)

K. Correspondence

15. Letter from April Beedle re Bidarki Bazaar venue..... (page 89)

16. Letter from Sheridan Alpine Assn requesting Insurance reimbursement..... (page 90)

17. Letter from Mayor to ADF&G Director Kelley re Tanner Crab test fishery..... (page 99)

L. Ordinances and Resolutions

18. Resolution 05-16-21..... (roll call vote)(page 100)

A resolution of the City Council of the City of Cordova, Alaska, authorizing amendment to the FY16 budget and authorizing expenditure of an amount not to exceed \$37,241 for the local match contribution for the Whitshed Road pedestrian path improvements project

M. Unfinished Business

N. New & Miscellaneous Business

19. Certification of the 2016 property assessment roll..... (page 105)

20. Council concurrence of letter commenting on proposed changes to the Unified Plan..... (voice vote)(page 110)

21. Pending Agenda, Calendar and Elected & Appointed Officials lists (page 122)

O. Audience Participation

P. Council Comments

Q. Executive Session

22. ATS 1004 RFP

R. Adjournment



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

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

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



City Council Agenda Talking Points – 16 May 2016 - Gary Peters - ProComm Alaska

- History of 911 in Cordova since the late 1990's / What we do....
- Radio system and Console upgrades for Public safety brought Cordova forward.
- Law Enforcement Leadership Changes...
- 911 Surcharge Funds start to flow with Chief R. Baty and Gary Graham
- Alaska Statute AS 29.35.131 for 911 Surcharges (attached at the bottom of this agenda).
- Cordova E911 RFP – 2009 budgetary / Dec 2010 – Intent to Award to Motorola 2011
- Funding priorities were redirected, and no award was finalized with Motorola
- Continued to escalate after Baty through Chief's Wintle and Griffiths, now Chief Hicks
- Surcharge collection suspended due to lack of funding and providing 911 services
- Effort renewed for 911 services and product so City can offset expenses for operations
- Where do we go from here...and when can Cordova start collecting funds again?

NENA – National Emergency Number Association - What is E911?

The three-digit telephone number "9-1-1" has been designated as the "Universal Emergency Number," for citizens throughout the United States to request emergency assistance. It is intended as a nationwide telephone number and gives the public fast and easy access to a Public Safety Answering Point (PSAP).

- In the United States, the first catalyst for a nationwide emergency telephone number was in 1957, when the National Association of Fire Chiefs recommended use of a single number for reporting fires.
- In 1967, the President's Commission on Law Enforcement and Administration of Justice recommended that a "single number should be established" nationwide for reporting emergency situations. The use of different telephone numbers for each type of emergency was determined to be contrary to the purpose of a single, universal number.

Other Federal Government Agencies and various governmental officials also supported and encouraged the recommendation. As a result of the immense interest in this issue, the President's Commission on Civil Disorders turned to the Federal Communications Commission (FCC) for a solution.

- In November 1967, the FCC met with the American Telephone and Telegraph Company (AT&T) to find a means of establishing a universal emergency number that could be implemented quickly. In 1968, AT&T announced that it would establish the digits 9-1-1 (nine-one-one) as the emergency code throughout the United States.

- The code 9-1-1 was chosen because it best fit the needs of all parties involved. First, and most important, it met public requirements because it is brief, easily remembered, and can be dialed quickly. Second, because it is a unique number, never having been authorized as an office code, area code, or service code, it best met the long range numbering plans and switching configurations of the telephone industry.
- Congress backed AT&T's proposal and passed legislation allowing use of only the numbers 9-1-1 when creating a single emergency calling service, thereby making 9-1-1 a standard emergency number nationwide. A Bell System policy was established to absorb the cost of central office modifications and any additions necessary to accommodate the 9-1-1 code as part of the general rate base.
- With Enhanced 9-1-1, or E9-1-1, local PSAPs are responsible for paying network trunking costs according to tariffed rates, and for purchasing telephone answering equipment from the vendor of their choice.
- On February 16, 1968, Senator Rankin Fite completed the first 9-1-1 call made in the United States in Haleyville, Alabama. The serving telephone company was then Alabama Telephone Company. This Haleyville 9-1-1 system is still in operation today.
- On February 22, 1968, Nome, Alaska implemented 9-1-1 service.
- In March 1973, the White House's Office of Telecommunications issued a national policy statement which recognized the benefits of 9-1-1, encouraged the nationwide adoption of 9-1-1, and provided for the establishment of a Federal Information Center to assist units of government in planning and implementation.

The intense interest in the concept of 9-1-1 can be attributed primarily to the recognition of characteristics of modern society, i.e., increased incidences of crimes, accidents, and medical emergencies, inadequacy of existing emergency reporting methods, and the continued growth and mobility of the population.

- In the early 1970s, AT&T began the development of sophisticated features for the 9-1-1 with a pilot program in Alameda County, California. The feature was "selective call routing." This pilot program supported the theory behind the Executive Office of Telecommunication's Policy.
- By the end of 1976, 9-1-1 was serving about 17% of the population of the United States. In 1979, approximately 26% of the population of the United States had 9-1-1 service, and nine states had enacted 9-1-1 legislation. At this time, 9-1-1 service was growing at the rate of 70 new systems per year. By 1987, those figures had grown to indicate that 50% of the US population had access to 9-1-1 emergency service numbers.
- In addition, Canada recognized the advantages of a single emergency number and chose to adopt 9-1-1 rather than use a different means of emergency reporting service, thus unifying the concept and giving 9-1-1 international stature.
- At the end of the 20th century, nearly 93% of the population of the United States was covered by some type of 9-1-1 service. Ninety-five percent of that coverage was Enhanced 9-1-1. Approximately 96% of the geographic US is covered by some type of 9-1-1.

What is Enhanced 9-1-1? Enhanced 9-1-1, or E9-1-1, is a system which routes an emergency call to the appropriate 9-1-1 answering point (PSAP) for the caller's location, AND automatically

displays the caller's phone number and address. The 9-1-1 call taker will typically ask the caller to verify the information, which appears on his or her computer screen. In most areas, phone number and location information is available for 9-1-1 calls made from a cellular/wireless phone.

Who pays for 9-1-1?

In most areas each household and business pays a small monthly fee for 9-1-1 service that appears on their phone bill. There is no per-call charge for calling 9-1-1. However, EMS/ambulances dispatched through 9-1-1 may charge for taking someone to the hospital; this is a separate ambulance charge, not a 9-1-1 charge.

When should you use 9-1-1?

Nine-one-one (9-1-1) is only to be used in emergency situations. An emergency is any situation that requires immediate assistance from the police/sheriff, the fire department or an ambulance. If you are ever in doubt of whether a situation is an emergency you should call 9-1-1. It's better to be safe and let the 9-1-1 call taker determine if you need emergency assistance.

Do not call 9-1-1:

- for information
- for directory assistance
- when you're bored and just want to talk
- for paying traffic tickets
- for your pet
- as a prank

If you call 9-1-1 by mistake, do not hang up. Tell the call taker what happened so they know there really isn't an emergency.

What about 9-1-1 prank calls?

It's a prank call when someone calls 9-1-1 for a joke, or calls 9-1-1 and hangs up. Prank calls not only waste time and money, but can also be dangerous. If 9-1-1 lines or call takers are busy with prank calls, someone with a real emergency may not be able to get the help they need. In most places, it's against the law to make prank 9-1-1 calls.

What if a 9-1-1 caller doesn't speak English?

When necessary, a 9-1-1 call taker can add an interpreter from an outside service to the line. A non-English speaking caller may hear a short conversation in English and some clicking sounds as the interpreter is added to the line.

What if a 9-1-1 caller is Deaf, or hearing/speech impaired?

9-1-1 call takers are trained to answer emergency calls from persons who are deaf, deaf/blind, hard of hearing or speech impaired.

If you use a TTY/TDD, a caller/user should:

- Stay calm, using your TTY dial 9-1-1.

- You may receive a quicker response from 9-1-1 by pressing any of the TTY keys a few times.
- Give the call taker time to connect their TTY. If necessary, press the TTY keys again. The 9-1-1 call taker should answer and type "GA" for Go Ahead.
- Tell what type of help is needed-police, fire department, or ambulance. Give your name, phone number and the address or location where help is needed.
- Stay on the telephone if it is safe. Answer the call taker's questions.

If you use a VRS (Video Relay Service) or IP (Internet Protocol) Relay, you should:

- Register and provide your address with the relay provider of your choice. Keep your address updated.
- Be aware that relay calls may take several minutes to connect. If you hang up, your call may not be connected to 9-1-1.
- Be prepared to provide your location information using an address, cross streets or landmarks, especially if you are not at your registered location.
- Your call may need to be transferred to reach the correct 9-1-1 center.
- Stay on the telephone if it is safe. Answer the call taker's questions.

If you do not have a TTY/TDD or access to relay services, you should dial 9-1-1, preferably from a landline phone. With 9-1-1 calls made from a landline phone, the caller's address is displayed on the call taker's screen. Do not hang up; keep the line open so that the call taker can listen for background noise. If you must call from a cell phone, leave the line open. Call from cell phones may display your approximate location.

#Can I send a text to 9-1-1?

Texting to 9-1-1 is not available in most areas and relies on the cell carrier technology. The 9-1-1 industry is committed to working with wireless carriers and the FCC to implement texting to 9-1-1 throughout the country in the next few years. When text to 9-1-1 is available in your area please remember **"Call when you can, text when you can't."** Texting should only be used when you are unable to make a voice call to 9-1-1.

Here are a few things to know if you need to text an emergency to 9-1-1:

Text location information is not as robust as current location technology.

- The first thing 9-1-1 needs to know is location and type of help needed.
- Text in full words.
- Be prepared to answer questions and follow instructions from the 9-1-1 call taker.
- Like all text messages, messages can take longer to receive, messages can get out of order or your message may not be received at all.
- If texting to 9-1-1 is not available in your area or is temporarily unavailable you should receive a message on your phone to indicate that the text was not received by 9-1-1.

This information above was provided by NENA and copied from their website at www.nena.org

State Statutes and Authority

AS 29.35.131. 911 Surcharge.

(a) A municipality may, by resolution or ordinance, elect to provide an enhanced 911 system at public safety answering points and may purchase or lease the enhanced 911 equipment or service required to establish or maintain an enhanced 911 system at public safety answering points from a local exchange telephone company or other qualified vendor. The municipality may impose an enhanced 911 surcharge within the enhanced 911 service area. An enhanced 911 surcharge may not exceed \$2 per month for each wireless telephone number and \$2 per month for each local exchange access line for wireline telephones. The maximum surcharge amount of \$2 provided for in this subsection may be increased above that level if the surcharge amount is approved by the voters of the enhanced 911 service area. The amount of surcharge imposed for each wireless telephone number must equal the amount imposed for each local exchange access line for a wireline telephone. An enhanced 911 service area may be all of a city, all of a unified municipality, or all or part of the area within a borough and may include the extraterritorial jurisdiction of a municipality in accordance with AS [29.35.020](#). The governing body of a municipality shall review an enhanced 911 surcharge annually to determine whether the current level of the surcharge is adequate, excessive, or insufficient to meet anticipated enhanced 911 system needs. When a municipality imposes an enhanced 911 surcharge or the amount of the surcharge is changed, the municipality shall notify in writing the telephone customers subject to the surcharge and provide an explanation of what the surcharge will be used for.

(b) A local exchange telephone company providing service in a municipality that has imposed an enhanced 911 surcharge shall bill each month and collect the surcharge from customers in the enhanced 911 service area. A wireless telephone company that provides telephone service to wireless telephone customers with billing addresses within the enhanced 911 service area shall impose an enhanced 911 surcharge each month and collect the surcharge from customers in the enhanced 911 service area. A local exchange telephone customer may not be subject to more than one enhanced 911 surcharge on a local exchange access line for a wireline telephone. A wireless telephone customer may not be subject to more than one enhanced 911 surcharge for each wireless telephone number. A customer that has more than 100 local exchange access lines from a local exchange telephone company in the municipality is liable for the enhanced 911 surcharge only on 100 local exchange access lines.

(c) A local exchange telephone company or wireless telephone company shall include the appropriate enhanced 911 surcharge, stated separately and included in the total amount owed, in the bills delivered to its customers. The Regulatory Commission of Alaska may not consider the enhanced 911 surcharge as revenue of the telephone company and has no jurisdiction over an enhanced 911 system. A customer is liable for payment of the enhanced 911 surcharge in the amounts billed by the telephone company until the amounts have been paid to the telephone company.

(d) A local exchange telephone company or wireless telephone company that has collected the enhanced 911 surcharge shall remit the amounts collected to the municipality no later than 60 days after the end of the month in which the amount was collected. From each remittance made in a timely manner under this subsection, the telephone company is entitled to deduct and retain the greater of one percent of the collected amount or \$150 as the cost of administration for collecting the enhanced 911 surcharge. In addition, a wireless telephone company is entitled to

full recovery of the recurring and nonrecurring costs associated with implementation and operation of Phase I E911 service as allowed under Federal Communications Commission proceedings entitled "Revision of the Commission's Rules to Ensure Compatibility with Enhanced 9-1-1 Emergency Calling Systems" (CC Docket No. 94-102; RM-8143).

(e) A local exchange telephone company or wireless telephone company is not obligated to take legal action to enforce collection of the enhanced 911 surcharge. However, if a telephone company is attempting to collect an unpaid debt from a customer, the telephone company shall also attempt to collect any unpaid enhanced 911 surcharge that the customer owes. If a customer pays a portion of a bill that includes an enhanced 911 surcharge, the amount paid shall be prorated between the telephone company and the enhanced 911 surcharge. The telephone company shall annually provide the municipality with a list of the amounts due for the nonpayment of enhanced 911 surcharges, together with the names and addresses of those customers who carry a balance that can be determined by the telephone company to be for the nonpayment of the enhanced 911 surcharges. The telephone company is not liable for uncollected amounts.

(f) The municipality may, at its own expense, require an annual audit of a local exchange telephone company's or wireless telephone company's books and records concerning the collection and remittance of the enhanced 911 surcharge.

(g) A village, as defined in AS [09.65.070](#) (e), or a public corporation established by a municipality has the powers granted to a municipality under this section.

(h) [Repealed, Sec. 6 Ch 55 SLA 2005].

(i) A municipality may only use the enhanced 911 surcharge revenue for those costs of the enhanced 911 system that are authorized in this subsection. The surcharge revenue may not be used for any capital or operational costs for emergency responses that occur after the call is dispatched to the emergency responder. The surcharge revenue may not be used for constructing buildings, leasing buildings, maintaining buildings, or renovating buildings, except for the modification of an existing building to the extent that is necessary to maintain the security and environmental integrity of the public safety answering point and equipment rooms. The surcharge revenue may be used for the following costs to the extent the costs are directly attributable to the establishment, maintenance, and operation of an enhanced 911 system:

(1) the acquisition, implementation, and maintenance of public safety answering point equipment and 911 service features;

(2) the acquisition, installation, and maintenance of other equipment, including call answering equipment, call transfer equipment, automatic number identification controllers and displays, automatic location identification controllers and displays, station instruments, 911 telecommunications systems, teleprinters, logging recorders, instant playback recorders, telephone devices for the deaf, public safety answering point backup power systems, consoles, automatic call distributors, and hardware and software interfaces for computer-aided dispatch systems;

(3) the salaries and associated expenses for 911 call takers for that portion of time spent taking and transferring 911 calls;

(4) training costs for public safety answering point call takers in the proper methods and techniques used in taking and transferring 911 calls;

(5) expenses required to develop and maintain all information necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the

911 call-taking and transferring function, including automatic location identification and automatic number identification databases.

(j) If a city in an enhanced 911 service area established by a borough incurs costs described under (i) of this section for the enhanced 911 system, before the borough may use revenue from an enhanced 911 surcharge, the borough and city must execute an agreement addressing the duties and responsibilities of each for the enhanced 911 system and establishing priorities for the use of the surcharge revenue. If the Department of Public Safety also provides services as part of the enhanced 911 system or uses the enhanced 911 system in that enhanced 911 service area, the department must be a party to the agreement.

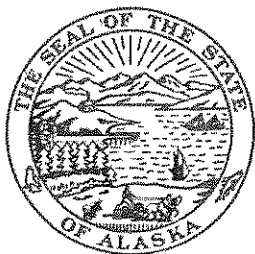
(k) For purposes of (i) of this section, "call taker" means a person employed in a primary or secondary answering point whose duties include the initial answering of 911 or enhanced 911 calls and routing the calls to the agency or dispatch center responsible for dispatching appropriate emergency services and a person in a primary or secondary answering point whose duties include receiving a 911 or enhanced 911 call either directly or routed from another answering point and dispatching appropriate emergency services in response to the call; the term "call taker" is synonymous with the term "dispatcher" in that it is inclusive of the functions of both answering the 911 or enhanced 911 calls and dispatching emergency services in response to the calls.

End of Alaska Statute

AS 29.35.131. 911 Surcharge.

ProComm Information:

Gary Peters, ProComm Alaska, was appointed to be the NENA Alaska Chapter Commercial Advisory Member in 2005 for the State Association as well as the Commercial Advisor for the Association of Public safety Communications Officials (APCO) for Alaska. Gary founded ProComm in 2000 and has served Alaska public safety as President & CEO of this organization since then. Gary and his team of professionals have decades of successful experience and service more than 30 PSAPs around the state, and have been Cordova's public safety systems supplier and advisor since 2002 working with Whetsell, Kirko, Delpino, Graham, Trumblee, and Hicks.



THE STATE
of **ALASKA**

GOVERNOR BILL WALKER

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

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

RECEIVED

APR 26 2016

City of Cordova

P.O. Box 110809
Juneau, Alaska 99811-0809
Main: 907.465.4733
Programs fax: 907.465.4761

April 18, 2016

RE: FY 17 PAYMENT IN LIEU OF TAXES PROGRAM FOR CITIES IN THE UNORGANIZED BOROUGH

Dear Municipal Official:

On December 23, 2015 President Obama signed into law a bill that provides full funding for the FFY2016 Payments in Lieu of Taxes (PILT) program. The \$1.1 trillion omnibus spending package funds the federal government through September 2016. The bill appropriated a total of \$452 million for PILT.

The State of Alaska expects to receive the funds for the PILT program in June 2016. This will allow the Department of Commerce, Community, and Economic Development to disburse payments to all PILT recipients in July, 2016. At this time it is unknown how much the State of Alaska will receive for the cities in the unorganized borough.

If your city is looking for an estimated payment in order to prepare an annual budget, please know that DCRA has not received any payment information from the US Department of the Interior. As always, DCRA suggests that the city budget \$0 if at all possible under this program. If a balanced budget is unattainable with a \$0 line item for PILT, then it is suggested that the city estimate a minimum of a 25% reduction of the FY16 actual PILT payment received.

Program regulations require that to receive payment under the PILT program, a city must submit to the Department a resolution which requests payment and certifies that certain minimum standards have been met. Program regulations also require that a city submit to the Department a copy of its FY 17 approved budget (2016 budget for cities operating on a calendar fiscal year) and a copy of its FY 15 audit or certified financial statement. However, if you have already submitted these documents to the Department, you do not have to submit them again.

Enclosed is a sample resolution for the FY 17 Payment in Lieu of Taxes (PILT) Program for cities in the unorganized borough. The adopted resolution, FY 17 budget, and FY 15 audit or certified financial statement should be submitted to:

Division of Community and Regional Affairs
Community Aid and Accountability Section
Payment in Lieu of Taxes Program
P.O. Box 110809
Juneau, AK 99811

Should you have any questions regarding the FY 17 PILT program, please feel free to contact me. I can be reached via email at danielle.lindoff@alaska.gov, or you may call me at 907-465-4733.

Sincerely,



Danielle Lindoff
Local Government Specialist IV

Enclosure: Sample FY 17 PILT Resolution

**FY 17 PAYMENT IN LIEU OF TAXES
FUNDING RESOLUTION**

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-16-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
REQUESTING FY 17 PAYMENT IN LIEU OF TAXES FUNDING FROM THE
DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT**

WHEREAS, 3 AAC 152.100 requires the governing body of a city to adopt a resolution requesting funding from the Payment in Lieu of Taxes Program for cities in the unorganized borough and to submit the resolution to the Department of Commerce, Community, and Economic Development; and

WHEREAS, the City has conducted a regular election during the preceding state fiscal year and has reported the results of the election to the commissioner; and

WHEREAS, regular meetings of the governing body are held in the city and a record of the proceedings is maintained; and

WHEREAS, ordinances adopted by the city have been codified in accordance with AS 29.25.050.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, by this resolution hereby requests distribution from the FY 17 Payment in Lieu of Taxes Program by the Department of Commerce, Community, and Economic Development on the date required by law.

**PASSED AND APPROVED by a duly constituted quorum of the City Council
this 18th day of May, 2016.**

Clay R. Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

Memorandum

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

PART I – BACKGROUND

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

PART II – GENERAL INFORMATION

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

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

Current Code

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

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

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

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

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

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

Concerns

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

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

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

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

Recommended Revisions to Nuisances Code

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

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

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

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

8.08.005 - Purpose.

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

8.08.007-Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

8.08.010 –Creation or maintenance prohibited.

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

8.08.020- Public Nuisances **designated.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.08.026 - Transportation—Dumping.

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

8.08.028 - Unsightly premises.

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

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

8.08.030 - Nuisance abatement.

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

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

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

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

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

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

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

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

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

8.08.035-Board of Adjustment Appeal

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

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

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

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

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

PART III – Staff Recommendation

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

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

PART IV – SUGGESTED MOTION

“I move to approve Ordinance 1144”

**CITY OF CORDOVA, ALASKA
ORDINANCE 1144**

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

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

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

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

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

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

8.08.005 - Purpose.

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

8.08.007-Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.08.010 –Creation or maintenance prohibited.

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

8.08.020- Public Nuisances **designated.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.08.026 - Transportation—Dumping.

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

8.08.028 - Unsightly premises.

No person shall maintain property, including but not limited to building exteriors, in such condition as to become so defective, unsightly, or in such condition of deterioration or disrepair that the same causes appreciable diminution of the property values of surrounding property or is materially detrimental to nearby properties and improvements. This includes but is not limited to the keeping or disposing of or the scattering over the property or premises of any lumber, junk, trash or rubbish; abandoned, discarded or

unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers; stagnant water or excavations; or any device, decoration, design, fence, structure, clothesline or vegetation that is unsightly by reason of its condition or its inappropriate location.

8.08.030 - Nuisance abatement.

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

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

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

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

E. No later than 30 days after the ~~At the conclusion of the hearing, the hearing officer shall prepare a written decision containing the hearing officer's decision and his or her basis for that decision.~~ A copy of such decision and reasons therefor shall be provided to the parties to the appeal ~~person requesting abatement of the public nuisance and the owner of the property where the alleged nuisance is located and to any other person responsible for causing the public nuisance.~~ The written decision shall contain a notice to the parties stating that

the parties have 30 days to appeal the hearing officer's decision to the Board of Adjustment. If the hearing officer finds that a public nuisance exists, the hearing officer shall direct the owner or other person responsible for causing the public nuisance to abate it within a specified time. If the owner or other person responsible for causing the public nuisance does not abate it within the specified time, the city manager **or his or her designee may**~~shall~~ abate the public nuisance. ~~at the expense of the property owner or other responsible person.~~

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

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

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

8.08.035-Board of Adjustment Appeal

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

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

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

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

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

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

8.24.050 - Nuisance defined.

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

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

In this chapter:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.08.100 - ~~Nuisance declared~~ Violation.

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

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

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

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

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

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

18.52.050 - Junkyards—Declared nuisance when.

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

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

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

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

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

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

Section 9. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

1st reading: May 4, 2016
2nd reading and public hearing: May 18, 2016

PASSED AND APPROVED THIS 18th DAY OF MAY, 2016.

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

MEMORANDUM

TO: CORDOVA CITY COUNCIL

FROM: HOLLY C. WELLS

RE: WILDLIFE TROOPER LEASE

CLIENT: CITY OF CORDOVA

FILE NO.: 401,777.245

DATE: APRIL 26, 2016

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

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

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

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

**CITY OF CORDOVA, ALASKA
ORDINANCE 1145**

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

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

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

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

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

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

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

Section 2: The essential terms of the Lease between the City and the State of Alaska hereby is in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease to the State of Alaska on behalf of the City, in substantially the form and with the essential terms now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease as executed.

1st reading: May 4, 2016
2nd reading and public hearing: May 18, 2016

PASSED AND APPROVED THIS 18th DAY OF MAY, 2016.

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

DRAFT

EXHIBIT A TO ORDINANCE 1145

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

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

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

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

hereinafter called the Lessor, and

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

hereinafter called the Lessee.

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LEASE No. **2679**

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State Of Alaska - Department Of Administration

PAGE 1 OF 11

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Leasing Section

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EXHIBIT A TO ORDINANCE 1145

EXHIBIT A TO ORDINANCE 1145

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

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

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

COVENANTS OF THE LESSEE

1. The Lessee does hereby covenant and agree with the Lessor that it will:

- a) pay said rent at the times and place and in the manner aforesaid;
- b) use and occupy said premises in a careful and proper manner;
- c) not use or occupy said premises for any unlawful purpose;
- d) not assign this lease, not underlet said premises, nor any part thereof, without the written consent of the Lessor, provided however such consent shall not be unreasonably withheld;

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LEASE No. **2679**

After Recordation, Return Document To:

State Of Alaska - Department Of Administration
Division Of General Services
Leasing Section
550 West 7th Avenue, Suite 1960
Anchorage, AK 99501-3571

PAGE 2 OF 11

[ord 1145 att 100513806.DOC](#) Lease 2679, Cordova DPS.doc

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EXHIBIT A TO ORDINANCE 1145

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EXHIBIT A TO ORDINANCE 1145

- e) not use or occupy said premises or permit the same to be used or occupied, for any purpose or business deemed extra-hazardous on account of fire or otherwise;
- f) make no alterations or additions in or to said premises without the written consent of the Lessor, such consent shall not unreasonably be withheld;
- g) leave the premises at the expiration or prior termination of this lease or any renewal or extension thereof, in as good condition as received or in which they might be put by the Lessor, excepting reasonable wear and tear and/or, loss or damage caused by fire, explosions, earthquakes, acts of God, other casualty or as provided for in section 2.b below;
- h) permit the Lessor to enter upon said premises at all reasonable times to examine the conditions of the same;

COVENANTS OF THE LESSOR

2. And the Lessor on its part covenants and agrees with the Lessee that it will:
- a) maintain the demised premises in good repair and tenantable condition during the continuance of this lease or any renewal or extension thereof;
 - b) indemnity: the Lessor shall hold and save the State, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any and all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of any act performed by the Lessor or the Lessor's

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

LEASE No. **2679**

After Recordation, Return Document To:

State Of Alaska - Department Of Administration

PAGE 3 OF 11

Division Of General Services

Leasing Section

550 West 7th Avenue, Suite 1960

Anchorage, AK 99501-3571

[ord 1145 att 100513806.DOC](#) [Lease 2679, Cordova DPS.doc](#)

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EXHIBIT A TO ORDINANCE 1145

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

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

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

LEASE No. **2679**

After Recordation, Return Document To:

State Of Alaska - Department Of Administration

PAGE 4 OF 11

Division Of General Services

Leasing Section

550 West 7th Avenue, Suite 1960

Anchorage, AK 99501-3571

[ord 1145 att 100513806.DOC](#) Lease 2679, Cordova DPS.doc

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EXHIBIT A TO ORDINANCE 1145

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

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

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

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

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

LEASE No. **2679**

After Recordation, Return Document To:

State Of Alaska - Department Of Administration

PAGE 5 OF 11

Division Of General Services

Leasing Section

550 West 7th Avenue, Suite 1960

Anchorage, AK 99501-3571

[ord 1145 att 100513806.DOC](#)[Lease 2679, Cordova DPS.doc](#)

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EXHIBIT A TO ORDINANCE 1145

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

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

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

LEASE No. **2679**

After Recordation, Return Document To:

State Of Alaska - Department Of Administration

PAGE 6 OF 11

Division Of General Services

Leasing Section

550 West 7th Avenue, Suite 1960

Anchorage, AK 99501-3571

[ord 1145 att 100513806.DOC](#)[Lease 2679, Cordova DPS.doc](#)

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EXHIBIT A TO ORDINANCE 1145

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

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

MUTUAL COVENANTS

3. It is mutually agreed by and between the Lessor and Lessee that:

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

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

LEASE No. **2679**

After Recordation, Return Document To:

State Of Alaska - Department Of Administration

PAGE 7 OF 11

Division Of General Services

Leasing Section

550 West 7th Avenue, Suite 1960

Anchorage, AK 99501-3571

[ord 1145 att 100513806.DOC](#)[Lease 2679, Cordova DPS.doc](#)

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

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

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

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LEASE No. **2679**

After Recordation, Return Document To:

State Of Alaska - Department Of Administration

PAGE 8 OF 11

Division Of General Services

Leasing Section

550 West 7th Avenue, Suite 1960

Anchorage, AK 99501-3571

[ord 1145 att 100513806.DOC](#) Lease 2679, Cordova DPS.doc

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EXHIBIT A TO ORDINANCE 1145

EXHIBIT A TO ORDINANCE 1145

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

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

The Base Monthly Lease Rate is **\$2,600.00**.

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

$$[(\text{Variable Cost Percentage} \times \text{Base Monthly Lease Rate}) \times \text{Percentage of Change In CPI}] + \text{Base Monthly Lease Rate} \text{ will equal } (=) \text{ the adjusted monthly lease rate.}$$

The formula is expressed as:

$$[(35\% \times \text{Base Monthly Lease Rate}) \times \% \text{ change in CPI}] + \text{Base Monthly Lease Rate} = \text{Adjusted Monthly Lease Rate.}$$

RETROACTIVE adjustments will not be allowed.

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

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

LEASE No. **2679**

After Recordation, Return Document To:

State Of Alaska - Department Of Administration

PAGE 9 OF 11

Division Of General Services

Leasing Section

550 West 7th Avenue, Suite 1960

Anchorage, AK 99501-3571

[ord 1145 att 100513806.DOC](#) Lease 2679, Cordova DPS.doc

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

Other Provisions

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

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE LEASE No. **2679**
After Recordation, Return Document To:
State Of Alaska - Department Of Administration PAGE 10 OF 11
Division Of General Services
Leasing Section
550 West 7th Avenue, Suite 1960
Anchorage, AK 99501-3571 [ord 1145 att 100513806.DOC](#) [Lease 2679, Cordova DPS.doc](#)

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

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

Lessor: CITY OF CORDOVA

Lessee: STATE OF ALASKA

By: _____

By: _____

Randy Robertson

Ken Stewart

Title: _____, City Manager

Contracting Officer IV

Date: _____

Date: _____

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

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

LEASE No. **2679**

After Recordation, Return Document To:

State Of Alaska - Department Of Administration

PAGE 11 OF 11

Division Of General Services

Leasing Section

550 West 7th Avenue, Suite 1960

Anchorage, AK 99501-3571

[ord 1145 att 100513806.DOC](#) Lease 2679, Cordova DPS.doc

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EXHIBIT A TO ORDINANCE 1145

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

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

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

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

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

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

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

OFFICIAL STATE BUSINESS -- NO RECORDATION CHARGE

LEASE No. **2679**

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Division Of General Services
Leasing Section
550 West 7th Avenue, Suite 1960
Anchorage, AK 99501-3571

PAGE 12 OF 11

[ord 1145 att 100513806.DOC](#) Lease 2679, Cordova DPS.doc

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EXHIBIT A TO ORDINANCE 1145

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STATE OF ALASKA
Department of Administration
Division of General Services
Leasing and Facilities Section
550 West 7th Avenue, Suite 1960
Anchorage, Alaska 99501-3558

LEASE 2679 EXHIBIT A

TABLE OF CONTENTS

1. STANDARD TERMS AND CONDITIONS.....	5
1.1 DEFAULT.....	5
1.2 DISPUTES	5
1.3 PREPARATION FOR OCCUPANCY.....	5
1.4 ASSIGNMENTS	5
1.5 SEVERABILITY	5
1.6 DELIVERY AND CONDITIONS OF PREMISES.....	<u>665</u>
1.7 FORCE MAJEURE	6
1.8 FOREIGN CONTRACTING.....	6
2. LEASE PROVISIONS	7

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 1 of 30

Initial_____ Initial_____

STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

2.1	PRE-OCCUPANCY REQUIREMENT	7
2.2	LEASE ADDITION / DEDUCTION	7
2.3	HOURS OF OPERATION	7
2.4	INGRESS AND EGRESS.....	<u>87</u>
2.5	RIGHT TO USE.....	<u>878</u>
2.6	LEASE PAYMENTS	<u>878</u>
2.7	LEASE IS RECORDABLE.....	<u>878</u>
2.8	COSTS TO BE BORNE BY THE OFFEROR.....	<u>888</u>
2.9	COSTS.....	<u>988</u>
2.10	ACCESSIBILITY	<u>988</u>
2.11	AS-BUILT DRAWINGS.....	<u>10810</u>
2.12	STATE INSTALLED FIXTURES.....	<u>11810</u>
2.13	RESTORATION LIABILITIES.....	<u>11810</u>
2.14	FIRE PREVENTION.....	<u>11811</u>
2.15	ACCIDENT HAZARD.....	<u>11811</u>
2.16	INTERRUPTION OF UTILITIES AND SERVICES.....	<u>11811</u>
2.17	MAINTENANCE AND REPAIR.....	<u>12911</u>
2.18	CASUALTY DAMAGE.....	<u>12912</u>
2.19	COMPLIANCE WITH LAWS.....	<u>131012</u>
2.20	TENANTABILITY	<u>131012</u>
2.21	PEACEFUL OCCUPANCY	<u>141113</u>

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 2 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

2.22	PAYMENT DEFAULT	141113
2.23	HOLDING OVER.....	141114
2.24	FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS	141114
2.25	LESSOR, LESSOR'S EMPLOYEES and CONTRACTOR'S SECURITY REQUIREMENT.....	151214
2.26	HOLD HARMLESS	151215
2.27	INSURANCE	161215
2.28	CONSTRUCTION (New Improvements & Remodels).....	161316
2.29	JANITORIAL AND MAINTENANCE SERVICES.....	191518
2.30	COMPLIANCE	191518
3.	BUILDING REQUIREMENTS	201719
3.1	TYPE OF BUILDING.....	201719
3.2	USABLE AREA	201719
3.3	WINDOW COVERING	201719
3.4	FLOOR COVERING.....	211719
3.5	FLOOR LOAD.....	211720
3.6	ACOUSTICAL REQUIREMENTS.....	211720
3.7	PAINTING	221721
3.8	DOOR HARDWARE	231821
3.9	ELEVATORS	231822
3.10	SIGNS.....	231822

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 3 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

Formatted: Font: Bold

STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

3.11	DRINKING WATER.....	241822
3.12	PUBLIC RESTROOMS.....	241823
3.13	ELECTRICAL REQUIREMENTS.....	241823
3.14	MECHANICAL	261824
3.15	ENVIRONMENTAL & LIFE/SAFETY.....	261825
3.16	PARKING.....	271925
3.17	PUBLIC TRANSPORTATION.....	281926
3.18	TYPE AND AMOUNT OF SPACE	281926
4.	SPECIAL NOTICE TO LESSORS.....	292027

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Initial_____ Initial_____

Page 4 of 30

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

1. STANDARD TERMS AND CONDITIONS

1.1 DEFAULT

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

1.2 DISPUTES

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

1.3 PREPARATION FOR OCCUPANCY

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

1.4 ASSIGNMENTS

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

1.5 SEVERABILITY

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 5 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

1.6 DELIVERY AND CONDITIONS OF PREMISES

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

1.7 FORCE MAJEURE

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

1.8 FOREIGN CONTRACTING

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

END OF SECTION

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Initial _____ Initial _____

Page 6 of 30

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

2. LEASE PROVISIONS

~~2.1 PRE-OCCUPANCY REQUIREMENT~~

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

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

~~2.2 LEASE ADDITION / DEDUCTION~~

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

~~2.32.1 HOURS OF OPERATION~~

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 7 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

2.4 INGRESS AND EGRESS

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

2.52.2 RIGHT TO USE

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

2.62.3 LEASE PAYMENTS

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

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

2.72.4 LEASE IS RECORDABLE

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

2.82.5 COSTS TO BE BORNE BY THE OFFEROR

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 8 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

~~2.9 COSTS~~

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

~~2.10 ACCESSIBILITY~~

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

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

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

~~(1) Exception (1) to Section 4.1.3 [page 7] of ADAAG is not applicable to facilities proposed for lease to the State of Alaska;~~

~~(2) Exception (i) to Section 4.1.6(l)(k) of ADAAG is not applicable to facilities proposed for lease to the State of Alaska;~~

~~(3) Section 4.1.6(2) of ADAAG is not applicable to facilities proposed for lease to the State of Alaska.~~

~~(4) Provide at least one (1) accessible entrance with a power door operator.~~

~~(5) Provide at least one (1) accessible route from an accessible entrance to primary function areas, including restrooms and drinking fountains.~~

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[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)
Page 9 of 30

Initial _____ Initial _____

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EXHIBIT A TO ORDINANCE

STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

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

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

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

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

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

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

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

~~2.11 AS-BUILT DRAWINGS~~

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 10 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

2-122.6 STATE INSTALLED FIXTURES

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

2-132.7 RESTORATION LIABILITIES

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

2-142.8 FIRE PREVENTION

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

2-152.9 ACCIDENT HAZARD

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

2-162.10 INTERRUPTION OF UTILITIES AND SERVICES

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Initial _____ Initial _____

Page 11 of 30

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

2-172.11 MAINTENANCE AND REPAIR

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

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

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

2-182.12 CASUALTY DAMAGE

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 12 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

2.192.13 COMPLIANCE WITH LAWS

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

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

2.202.14 TENANTABILITY

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

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

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

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

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Initial _____ Initial _____

Page 13 of 30

EXHIBIT A TO ORDINANCE

Formatted: Font: Bold

STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

2.212.15 PEACEFUL OCCUPANCY

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

2.222.16 PAYMENT DEFAULT

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

2.232.17 HOLDING OVER

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

2.242.18 FISCAL NECESSITY – NON-APPROPRIATION OF FUNDS

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Initial _____ Initial _____

Page 14 of 30

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

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

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

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

2.262.20 HOLD HARMLESS

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 15 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

2.272.21 INSURANCE

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

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

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

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

2.282.22 CONSTRUCTION (New Improvements & Remodels)

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Initial _____ Initial _____

Page 16 of 30

EXHIBIT A TO ORDINANCE

Formatted: Font: Bold

STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

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

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Initial _____ Initial _____

Page 17 of 30

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

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

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Initial _____ Initial _____

Page 18 of 30

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

2.29 JANITORIAL AND MAINTENANCE SERVICES

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

2.302.23 COMPLIANCE

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

END OF SECTION

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Page 19 of 30

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

3. BUILDING REQUIREMENTS

3.1 TYPE OF BUILDING

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

3.2 USABLE AREA

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

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

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

~~3.3 WINDOW COVERING~~

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 20 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

3.4 FLOOR COVERING

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

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

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

3.53.3 FLOOR LOAD

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

3.6 ACOUSTICAL REQUIREMENTS

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 21 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

4.6.1 PARTITIONS

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

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

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

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

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

3.73.4 PAINTING

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

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Page 22 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

3.8 DOOR HARDWARE

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

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

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

3.9 ELEVATORS

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

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

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

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

3.103.5 SIGNS

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

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Initial _____ Initial _____

Page 23 of 30

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

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

3.11 DRINKING WATER

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

3.12 PUBLIC RESTROOMS

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

3.13 ELECTRICAL REQUIREMENTS

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

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

Initial _____ Initial _____

Page 24 of 30

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

~~Office medium contrast~~ — 75 FC

~~Lobby, restroom, & similar~~ — 30 FC

~~Parking lots~~ — 3 FC

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

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

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

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

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

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

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

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Initial _____ Initial _____

Page 25 of 30

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

3.143.6 MECHANICAL

3.14.1 HEATING AND COOLING

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

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

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

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

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

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

3.14.2 VENTILATION

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

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

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

3.15 ENVIRONMENTAL & LIFE/SAFETY

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

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

3.17 PARKING

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

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

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

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

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

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Page 27 of 30

Initial _____ Initial _____

EXHIBIT A TO ORDINANCE

STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

3.18 PUBLIC TRANSPORTATION

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

3.193.18 TYPE AND AMOUNT OF SPACE

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

END OF SECTION

[ord 1145 att 200513814.DOCX2679 Cordova DPS Exhibit A.docx](#)

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Page 28 of 30

EXHIBIT A TO ORDINANCE

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4. SPECIAL NOTICE TO LESSORS

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

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

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

- **What does this change accomplish?**

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

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

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

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

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

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

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Initial _____ Initial _____

Page 29 of 30

EXHIBIT A TO ORDINANCE

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STATE OF ALASKA LEASE 2679 EXHIBIT A
Cordova, Alaska

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

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

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

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

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

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

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

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

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

Juneau	907.465.4842
Anchorage	907.269.4900
Fairbanks	907.451.2886

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Initial _____ Initial _____

Page 30 of 30

EXHIBIT A TO ORDINANCE

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MEMORANDUM

**TO: CORDOVA CITY COUNCIL
RANDY ROBERTSON, CORDOVA CITY MANAGER**

FROM: HOLLY C. WELLS

**RE: ORDINANCE 1146 AMENDING CORDOVA MUNICIPAL CODE
CHAPTER 8.40 ENTITLED "MARIJUANA REGULATIONS"**

CLIENT: CITY OF CORDOVA

FILE NO.: 401777,1

DATE: MAY 11, 2016

Ordinance 1146 provides the Cordova City Council and the Cordova City Administration additional time to develop regulations and policies regarding the commercial marijuana industry within the City of Cordova ("City"). While the City Council has had several meetings regarding the commercial marijuana industry and State of Alaska laws regarding this new industry, it is hoping to hear more public comments and obtain additional information regarding the industry prior to addressing marijuana industry operations within the City. As a result, the primary purpose of Ordinance 1146 is to impose a moratorium on the operation of marijuana establishments within the City until January 1, 2017.

While the primary goal of Ordinance 1146 is provide the City additional time to develop policies and laws regarding commercial marijuana operations, Ordinance 1146 also serves to update and integrate the existing City laws regarding the Cordova marijuana industry. Specifically, Ordinance 1146 amends the Cordova Municipal Code (the "Code") to ensure that the definitions, prohibitions, and penalties regarding the marijuana industry are located within a single Code chapter. In order to accomplish this housekeeping effort, Chapter 8.44, which prohibited certain marijuana manufacturing processes, has been repealed and the prohibitions, definitions, and penalties contained in that chapter have been integrated into Chapter 8.40. No substantive changes were made to the prohibitions or definitions currently located in Chapter 8.44 and they remain in the Code; these provisions have simply been relocated.

Finally, in an effort to ensure that the City has the tools necessary to enforce CMC 8.40, a section providing the fines and penalties for violating that chapter are also added via Ordinance 1146.

The adoption of Ordinance 1146, if supported by the City Council, is time sensitive, as the Marijuana Control Board (“MCB”) started accepting and processing applications for marijuana establishments on February 24, 2016. While the City Administration has not been made aware of any applications submitted for facilities within the City, the City Council wants to ensure that any applicants are aware of the moratorium before investing any resources in the application process. This Ordinance does not prevent applicants from applying for a facility license but it will impact the approval of such applications prior to January 1, 2017.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1146**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AMENDING CORDOVA MUNICIPAL CODE CHAPTER 8.40 ENTITLED “MARIJUANA
ESTABLISHMENTS” TO PROHIBIT MARIJUANA ESTABLISHMENT OPERATIONS
WITHIN THE CITY OF CORDOVA UNTIL JANUARY 1, 2017, TO ADD DEFINITIONS
FOR REGULATING THE MARIJUANA INDUSTRY WITHIN THE CITY, AND TO ADD
ENFORCEMENT AND PENALTY PROCEDURES AND REPEALING CORDOVA
MUNICIPAL CODE CHAPTER 8.44 ENTITLED “PROHIBITED ACTS REGARDING
MARIJUANA” AND INTEGRATING THE PROHIBITIONS AND DEFINITIONS FROM
CHAPTER 8.44 INTO CHAPTER 8.40 OF THE CODE**

WHEREAS, The Marijuana Control Board (“MCB”) started accepting and processing applications for marijuana establishments on February 24, 2016; and

WHEREAS, pursuant to Alaska Statute 17.38.210(A), local governments may prohibit the operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, or retail marijuana stores through the enactment of an ordinance or by a voter initiative; and

WHEREAS, it is in the City’s best interest to carefully consider the potential impacts of the marijuana industry on the City and afford City Council and the community as a whole time to gain knowledge of the industry, decide whether or not to permit marijuana establishments to operate in the City, and, if such operations are permitted, develop effective and carefully tailored regulations of such operations; and

WHEREAS, it is in the City’s best interest to prohibit commercial marijuana facility operations within the City while the City considers the pros and cons of the industry and develops regulations of the industry, if necessary; and

WHEREAS, it is in the City’s best interest to have all local laws governing marijuana manufacturing in a one chapter of the Cordova Municipal Code and all definitions applicable in to that chapter in a single section.

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

Section 1. Cordova Municipal Code Chapter 8.40 entitled “Marijuana establishments” is amended to read as follows:

Chapter 8.40

MARIJUANA ESTABLISHMENTS

Sections:

8.40.010 Local regulatory authority

8.40.020 Marijuana establishment operations-temporarily prohibited

8.40.030 Certain manufacturing processes prohibited

8.40.040 Definitions

8.40.050 Interpretation

[**ADDED LANGUAGE BOLD AND UNDERLINED**, ~~DELETED LANGUAGE STRICKEN THROUGH~~]

8.40.060 Penalty-violation

8.40.010 - Local regulatory authority.

The city council is designated as the "local regulatory authority" as that term is used in Alaska Statutes Chapter 17.38 and any implementing legislation or rule-making.

8.40.020-Marijuana establishment operations-temporarily prohibited

The operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores in the city is prohibited until January 1, 2017.

8.40.030-Definitions

Definitions. For purposes of this chapter:

"Manufacture" means the preparation, compounding, conversion, or processing of marijuana, hashish, or hash oil, either directly or indirectly by extraction from substances of natural origin, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and includes any packaging or repackaging of the marijuana, hashish, or hash oil, or labeling or relabeling of its container. It includes the organizing or supervising of the manufacturing process. It does not include the legally authorized planting, growing, cultivating, or harvesting of a plant.

"Marijuana" means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate; "marijuana" does not include fiber produced from the stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other products.

"Marijuana concentrate" means any product which, through manufacture, contains tetrahydrocannabinol (THC). Common names and types of product include "shatter", butane or CO2 hash oil, "ring pots", butter, hash, hashish, keif, oil, or wax.

"Marijuana cultivation facility" means an entity registered to cultivate, prepare, and package marijuana and to sell marijuana to retail marijuana stores, to marijuana product manufacturing facilities, and to other marijuana cultivation facilities, but not to consumers.

"Marijuana establishment" means a marijuana cultivation facility, a marijuana testing facility, a marijuana product manufacturing facility, or a retail marijuana store.

"Marijuana product manufacturing facility" means an entity registered to purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana and marijuana products to other marijuana product manufacturing facilities and to retail marijuana stores, but not to consumers.

"Marijuana products" means concentrated marijuana products and marijuana products that are comprised of marijuana and other ingredients and are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

[ADDED LANGUAGE BOLD AND UNDERLINED, DELETED LANGUAGE STRICKEN THROUGH]

"Marijuana testing facility" means an entity registered to analyze and certify the safety and potency of marijuana.

"Retail marijuana store" means an entity registered to purchase marijuana from marijuana cultivation facilities, to purchase marijuana and marijuana products from marijuana product manufacturing facilities, and to sell marijuana and marijuana products to consumers.

8.40.040 - Certain manufacturing processes prohibited.

It shall be unlawful for any person to manufacture a marijuana concentrate, hashish, or hash oil by use of solvents containing compressed flammable gases or through use of a solvent-based extraction method using a substance other than vegetable glycerin, unless the person is validly licensed and permitted in accordance with State of Alaska law and operations of marijuana establishments or not otherwise prohibited by this chapter.

8.40.050 Interpretation.

All terms used in this chapter that are defined in AS 17.38 or the regulations promulgated thereunder shall be interpreted in accordance with such definitions.

8.40.050 Violation—penalty.

A. A violation of this chapter is an offense punishable by a fine not exceeding \$1,000, plus any surcharge required to be imposed by AS 12.55.039.

B. Any marijuana, equipment, material, product, package or container possessed, used or intended to be used, or produced in violation of this chapter may be seized and held as evidence to be used in any future proceeding and may be disposed of as appropriate after use for evidentiary purposes is no longer required.

Section 2. Cordova Municipal Code Chapter 8.44 entitled “Prohibited Acts Regarding Marijuana” is repealed.

Section 3. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted and published in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska.

1st reading: May 18, 2016

2nd reading and public hearing: June 1, 2016

PASSED AND APPROVED THIS ____ DAY OF _____, 2016.

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

[ADDED LANGUAGE BOLD AND UNDERLINED, ~~DELETED LANGUAGE STRICKEN THROUGH~~]

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

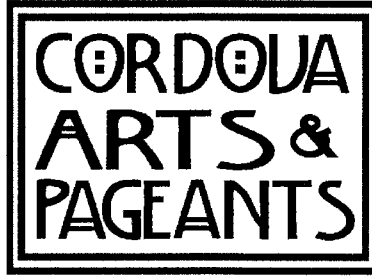
DATE: May 10, 2016
TO: Mayor and City Council
SUBJECT: Exceptional Use Permit

Attached is a request from Cordova Arts and Pageants to serve alcohol at the Copper River Wild Salmon Festival on July 15-16, 2016. The event occurs at Mt Eyak Ski Area under a tent and if there is rain, the alternate location is Bidarki Rec Center.

Attached is the pertinent Code (6.12.030) that prohibits the consumption of alcohol in public places and the Code 6.12.040 which allows Council to authorize a use permit that excepts any such public place from the provisions in 6.12.030 (thereby allowing alcohol at the location).

STAFF RECOMMENDATION: Move to approve the Cordova Arts & Pageant's request for an exceptional use permit per CMC 6.12.040.

REQUIRED ACTION: Majority voice vote or approval of the consent calendar.



PO BOX 71, Cordova, Alaska 99574 www.cdvars.org

Mayor Clay Koplin
City Council Members

May 9, 2016

Gentlemen:

Cordova Arts and Pageants will be hosting our 14th official Salmon Jam in conjunction with the Copper River Wild Salmon Festival.

Cordova Arts and Pageants would like to request an exceptional use permit to City Ordinance 6.12.030 regarding the allowance of alcoholic beverages within the area of the Ski Hill with a rain location of Bidarki Recreation Center.

We would like to be able to offer both wine and beer at the event on Friday, July 15th from 6 pm to midnight and on Saturday, July 16th from 6 pm to midnight. The Cordova Arts and Pageants board recognizes there will be beer and wine served as a fundraiser for our organization at this event.

The event will be manned by Cordova Arts and Pageants volunteers. With your approval we would submit for a one-time event permit from the Alaska Alcohol Control Board.

*"A **Special Events Permit** authorizes a nonprofit fraternal civic or patriotic organization active for at least two years before application and incorporated under AS 10.20 to sell or dispense beer and wine for specific events during a limited period of time. (permit fee - \$50.00 per day)"*

Thank you for considering our request.

Sincerely,

Paula Payne (President)

Cordova Arts and Pageants Board

6.12.030 Alcoholic beverages—Consumption in public places.

A. It is unlawful for any person to consume any alcoholic beverage on any public street, alley or highway within the city limits or in or upon the grounds of any city building or property, except as permitted by ordinance, use permit or regulation.

B. It is unlawful for any person to possess any open bottle, can, or other receptacle, containing any alcoholic beverage on any public street, sidewalk or alley within the city limits or in or upon the grounds of any municipal building or property, except as permitted by ordinance, use permit or regulation.

C. The city council is authorized to designate public areas and places within the city limits, in addition to those specified in subsection A and B of this section, in which the consumption of alcoholic beverages or possession of open alcoholic beverage containers is prohibited, and to cause signs to be posted in such areas or places advising members of the public of the prohibition.

(Ord. 835 (part), 1999).

6.12.040 - Exceptions. Modified

A. The city council is authorized by use permit to except any public street, alley, highway, city building or city property from Section 6.12.030.

B. The city manager or his designee is authorized by use permit to except special events at the Cordova Center from Section 6.12.030.

(Ord. 835 (part), 1999).

(Ord. No. 1138, § 1, 11-18-2015)

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

A. Call to order

Vice-Mayor Tom Bailer called the Council Regular Meeting to order at 7:00 pm on May 4, 2016 in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance

Vice-Mayor Tom Bailer led the audience in the Pledge of Allegiance.

C. Roll call

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

D. Approval of Regular Agenda

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

Vice Mayor Bailer said there would be an added executive session item regarding Providence settlement.

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

Mike Hicks spoke on 2 agenda items: his letter in the packet concerning E-911 project – he said that Gary Peters of ProComm Alaska would come to present to Council at the May 18 meeting as he would like to get the E-911 system up and running and reinstitute the E-911 surcharge. He also asked Council to support the trooper lease at the old City Hall. **Jim Johnson** mentioned the letter he wrote to Council about harbor rates. He hoped it could go back to the way it used to be charged.

3. Chairpersons and Representatives of Boards and Commissions

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

Allison said that the HSB had a culture work shop.

Robertson reported on a Parks and Rec meeting where they discussed pool operations and a veteran's memorial gift from the Eyak Corporation.

4. Student Council Representative Report – none were present

G. Approval of Consent Calendar

Vice-Mayor Tom Bailer declared the consent calendar before Council.

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

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

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

H. Approval of Minutes

M/Joyce S/Burton to approve the minutes.

7. Minutes of 04-20-16 Regular Council Meeting

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

I. Consideration of Bids - none

J. Reports of Officers

8. Mayor's Report – **none**

9. Manager's Report - **Robertson** reported on: 1) we partnered with NVE on a TIGER grant (transportation improvement) - BIA has a different track of TIGER money which is not quite as competitive and he commends **Mr. Schinella** and NVE's staff for getting together and pushing this grant app through in a very short time-frame - it was for improvements at the Harbor, specifically G-float replacement; 2) road paving work is progressing - haven't had too many complaints yet, certainly as fishing season gets closer there may be some; 3) summer camp at Bidarki looks like a good prospect - might look different from the past years; 4) **Doug McMillan** (Culver law group, AIGCO & AECOM) had contacted the City about signing a non-disclosure agreement - but they are not requiring that and will be able to brief Council regardless of that - May 10 at noon; 5) cancer walk raised nearly \$5k - also the chamber clean up went well, community is looking good; 6) state is giving an extension regarding comments for the update to the unified plan (annex B) - **Robertson** says he'll get something in the next packet for Council approval; 7) **Duane Hoskins** with DoT has contacted the City regarding Whitshed improvements and pedestrian path project - he said it is on track and has asked if the City is prepared for its 50% match with NVE. **Robertson** said this is a \$9m overall project and NVE and the City have said they will put in about \$500k combined (\$250k each); the matches are over 3 years' time so next meeting there should be a budget amendment as this was not budgeted for this year.

a. Chief of Police, Mike Hicks, letter re E-911

10. City Clerk's Report, **Bourgeois** said that the next two meetings she'll be bringing Council the certification of the 2016 tax roll (May 18 regular meeting) and then at the June 1 meeting they will be setting the mill rate.

K. Correspondence

11. Letter from City Manager to Processors 04-21-16

12. Letter from City Manager to ADEC re Unified Plan comment period 04-21-16

13. Letter from Jim Johnson re Harbor moorage regulations 04-25-16

Harbormaster Schinella addressed Council about the letter from **Jim Johnson**. Basically, he said this began in 2013 - it has always been written this way but they began enforcing it in 2013 and in speaking with many other harbors around the state, this is the uniform way to charge for slips.

Beedle thanked **Robertson** for acting so quickly in writing the letter to ADEC. The extension was granted and he hopes to get a letter in with comments for Cordova.

L. Ordinances and Resolutions

14. Ordinance 1144 An ordinance of the City Council of the City of Cordova, Alaska, amending chapter 8.08 of the Cordova Municipal Code entitled "nuisances" to expand the definition of nuisances, grant the city administration authority to declare and enforce nuisances and establish a right to appeal a hearing officer's decision regarding nuisances to the Board of Adjustment and amending sections 8.24.050, 14.20.020, 13.20.050, 13.08.100, and 18.80.040 of the Cordova Municipal Code to incorporate the recommended amendments to chapter 8.08 - 1st reading

M/Joyce S/Burton to adopt Ordinance 1144 an ordinance of the City Council of the City of Cordova, Alaska, amending chapter 8.08 of the Cordova Municipal Code entitled "nuisances" to expand the definition of nuisances, grant the city administration authority to declare and enforce nuisances and establish a right to appeal a hearing officer's decision regarding nuisances to the Board of Adjustment and amending sections 8.24.050, 14.20.020, 13.20.050, 13.08.100, and 18.80.040 of the Cordova Municipal Code to incorporate the recommended amendments to chapter 8.08.

Joyce said he is in support of this. He said it provides a clear and concise appeals process. Timelines are laid out as well as the people involved and the process. **Joyce** thought that there could be one change and that was in reference to covered containers for trash. On page 24 of the packet, 8.08.024 B. was the piece and he hoped could just be removed as that is not practical in Cordova. (it read...**B. All garbage shall be stored in a watertight container with a durable lid of adequate integrity for continued use**). **City Attorney Holly Wells** stated that she could just remove that for second reading, no need to amend it formally; not a substantial change. **Robertson** spoke to the ordinance saying it's a step in the right direction toward more clean up throughout the City. He also said he would institute this with warnings to begin, he'd use uniformed police officers for the code violations.

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

15. Ordinance 1145 An ordinance of the City Council of the City of Cordova, Alaska, authorizing the city manager to enter into an agreement with the State of Alaska Department of Administration on behalf of the State of Alaska Wildlife Troopers for the lease of 2,500 square feet of office space in the city-owned building commonly known as "the old city hall building" - 1st reading

M/Hallquist S/Allison to adopt Ordinance 1145 an ordinance of the City Council of the City of Cordova, Alaska, authorizing the city manager to enter into an agreement with the State of Alaska Department of Administration on behalf of the State of Alaska Wildlife Troopers for the lease of 2,500 square feet of office space in the city-owned building commonly known as "the old city hall building"

Hallquist said he is in favor of this. **Allison** said he would not normally be in favor of government competing with private enterprise but he agrees this has been a long term goal – to get law enforcement under one roof so he is in support of this.

Beedle said he doesn't like the contract; he won't support this, he'd rather the contract be perfect and ready to sign. **Bailer** had 2 questions: 1) Do we have to spend any money to get this ready for rent? 2) Where will rent proceeds go – into general fund? **Robertson** answered: 1) no need to do anything – the troopers are aware we aren't fixing/updating anything and 2) into the general fund was the plan unless Council wants to direct otherwise. **Burton** responded to **Beedle** to say it's a boilerplate agreement from the state – they always read this way. **Burton** said he does support this.

Beedle spoke again against the lease agreement and then...

M/Beedle to refer to staff. There was no second so this motion was not in order.

Wells explained to **Beedle** and Council that the ordinance approves the contract's major terms – but also gives leeway to the City administration to work on the non-essential terms and provisions of the lease agreement. **Joyce** completely understood that and was comfortable approving the ordinance.

Vote on the motion: 6 yeas, 1 nay (Beedle). Motion approved.

M. Unfinished Business - none

N. New & Miscellaneous Business

16. Pending Agenda, Calendar Elected & Appointed Officials lists

Bourgeois mentioned the noon Council work session with AIGCO, AECOM, etal on May 10.

Mill Rate slated to be set for June 1, 2016 regular meeting

Joyce asked **Wells** if there was any need for Council to act regarding marijuana – she suggested an ordinance putting a moratorium while we wait and see. There was Council concurrence to see such an ordinance maybe a moratorium that will take them through the end of 2016. **Burton** asked about E-911 presentation next time – **Robertson** said it would be informational and not ready for action yet next time. **Joyce** asked for an item on the next agenda regarding the Whitshed Road project. **Robertson** said he'd get with NVE and then may need a budget amendment at the next one. **Allison** thought Council might need an action item in the future regarding the Quorum contract.

O. Audience Participation

Brad Sapp asked if he could take his own garbage to the garbage dump. It is not convenient for him to put it at the end of his long driveway. He also opined that the garbage should be charged according to the number of people in the home.

Mike Hicks praised all of those involved in the Cancer walk and head shave which raises money to help Cordova residents with cancer, the money stays local. Over the years this has raised over \$75k; this year was \$4400 total - \$2600 was through the head shave. He thanked a special donor over the years who put \$1000 on **Hicks'** head a few years ago and this year donated \$1000 for **Ed Shipman's** head and that is **Marty De Ville**.

P. Council Comments

Burton thanked everyone for a good meeting.

Wiese thanked **Susie Herschleb** for keeping camp going – he attended as a kid and thinks it's a great thing. Also, thanks to the FD for the fundraising.

Allison said he thought it would be nice of the Mayor to thank Valdez on Council's behalf for the donation to the Cordova Center. **Allison** said that the fee schedule does speak to self-serve rate at the baler – **Greenwood** said that refers only to the previously annexed area. **Allison** asked if that could be clarified for the next fee schedule as it is not easily understood now.

Joyce thanked Holly for coming down, he thanked the Vice-Mayor for running a good meeting. He said he appreciates the volunteer effort for the cancer walk and he thanked City staff for all their hard work.

Beedle also thanked the Fire Department and others for the cancer walk. He cautioned Council on signing contracts that are not well-written, he hopes that doesn't come back to bite us.

Bailer echoed the thanks to the Fire Department and he explained to **Holly** that there were a lot of other events last night which is probably why the Marijuana forum was not better attended.

Q. Executive Session

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

17. ATS 1004 RFP

18. Providence settlement

Robertson asked **Holly Wells**, **Tony Schinella** and **Sam Greenwood** to stay in for the executive session.

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

At 8:22 pm **Vice-Mayor Bailer** called a five minute recess to clear the room.

Council entered the executive session at 8:27 pm and was back in open session at 9:50 pm.

Beedle left the meeting during the executive session

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

Vote on the motion: 6 yeas, 1 absent (Beedle). Motion approved.

R. Adjournment

M/Allison S/Joyce to adjourn the meeting.

Hearing no objection the meeting was adjourned at 9:51 pm.

Approved: May 18, 2016

Attest: _____
Susan Bourgeois, CMC, City Clerk

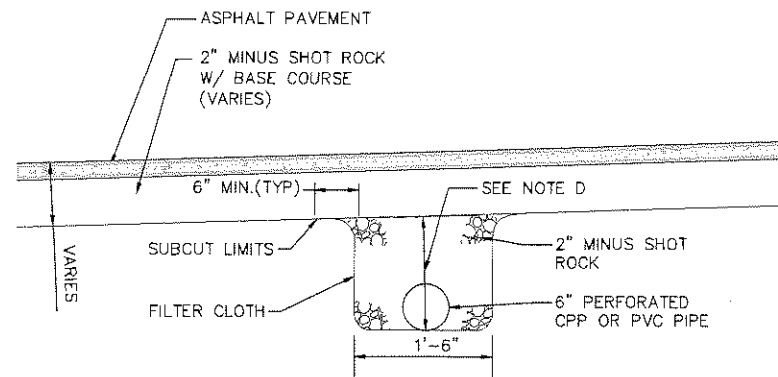
Mayor's Report
5-13-16
Clay Koplin

I was on personal vacation (unexcused absence) from April 24 – May 7, and have business (CEC) related travel the week of May 15-19th. I have little travel scheduled for the rest of the year.

I submitted a response and clarification letter to Alaska Department of Fish and Game as a follow-up to the meeting John Bitney and I had with the commercial fisheries division director, Scott Kelley. It is included in correspondence on the agenda.

I will be working with McMillen-Jacobs, the engineering firm that prepared the Crater Lake Feasibility study that is located on the City of Cordova website, to schedule a presentation in Cordova. An overview of the project for CEC Board of Directors and City Council will bring all new board/council members up to speed on the project and serve as a reminder to those who have already participated in a presentation. The renewable energy fund grant application for Crater Lake was not successful which does not come as a surprise given the current State fiscal crisis. CEC has filled vacant positions that are getting up to speed on the Crater Lake Project and will resume the search for grant funding and partnerships to help reduce financial risks of the project as Cordova faces financial headwinds of its own.

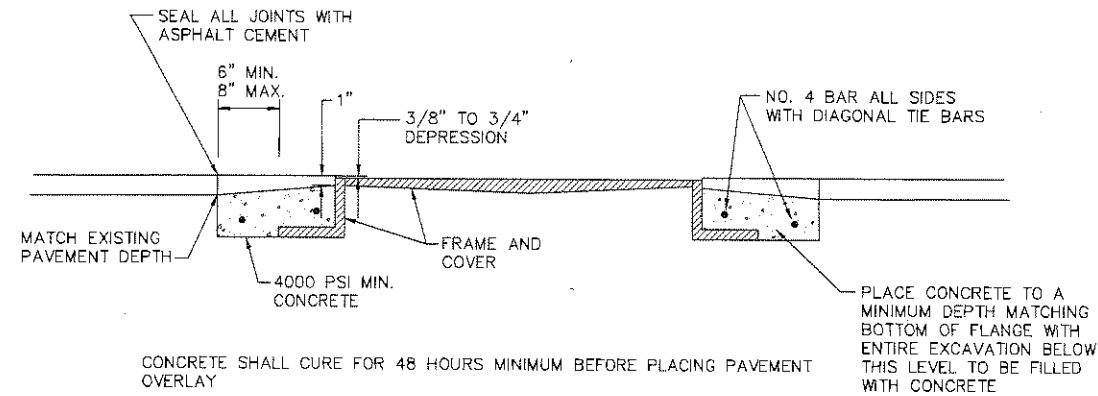
Have a safe, successful season opener to the Copper River Salmon fishery. There is a chance that Representative Stutes will be able to visit Cordova for the opener depending upon the legislative session schedule.



6-INCH UNDERDRAIN

NTS

- 6-INCH UNDERDRAIN IS A CONTINGENCY ITEM. THE ACTUAL LENGTHS AND LOCATIONS, IF USED SHALL BE AS DETERMINED BY THE ENGINEER.
- OUTFALL CONNECTIONS WILL BE EITHER INTO CATCH BASINS, OR CPP SADDLE TEES.
- UPPER END OF PIPES SHALL BE CAPPED AND THE FILTER CLOTH FOLDED AND OVERLAPPED TO SEAL END OF DRAINAGE ROCK SECTION. VARIES AS DIRECTED BY THE ENGINEER.
- VARIES 12" TO 30", AS DETERMINED BY THE ENGINEER.
- MINIMUM PIPE GRADIENT SHALL BE 1%.



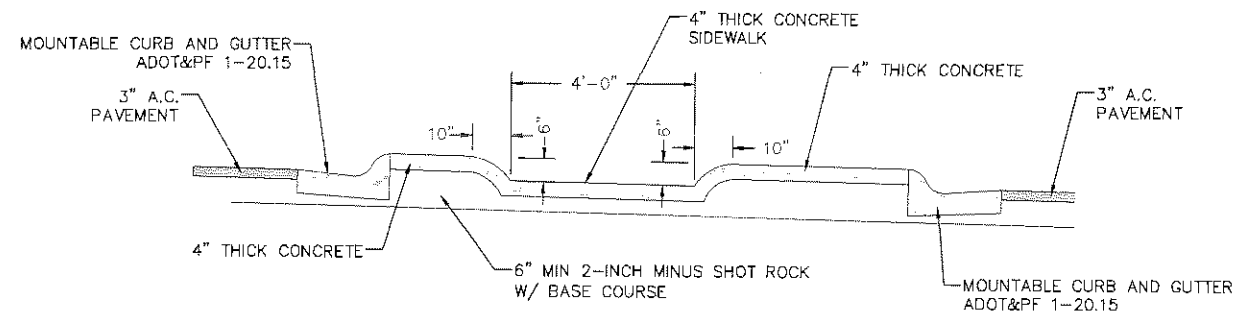
CONCRETE SHALL CURE FOR 48 HOURS MINIMUM BEFORE PLACING PAVEMENT OVERLAY

* THIS TRANSITION SLAB WILL NOT BE REQUIRED IF DEPRESSION TO COVER LUGS OR FRAME, WHICHEVER IS HIGHER, MEETS THE REQUIRED DEPRESSION RANGE FOLLOWING THE FINISH PAVING OPERATIONS

** THIS IS A CONTINGENCY DETAIL. IF DEPRESSION TO COVER LUGS OR FRAMES AFTER FINAL PAVING OPERATION DOES NOT SATISFY THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL SAWCUT AROUND THE FRAME AND CONSTRUCT A NEW TRANSITION SLAB ACCORDING THIS DETAIL AND AS DIRECTED AND APPROVED BY THE ENGINEER AT NO ADDITIONAL COST TO THE OWNER.

TRANSITION SLAB W/ ASPHALT PAVEMENT OVERLAY

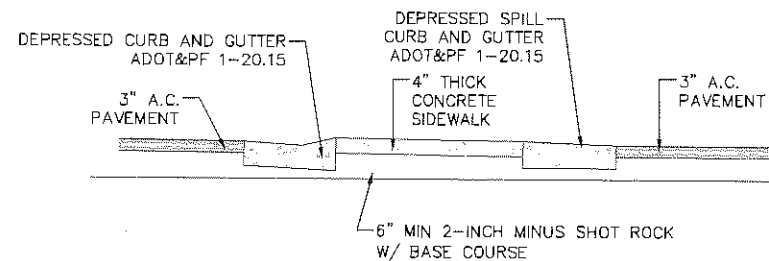
NTS



CONCRETE ISLAND SECTION A-A SHEET 20

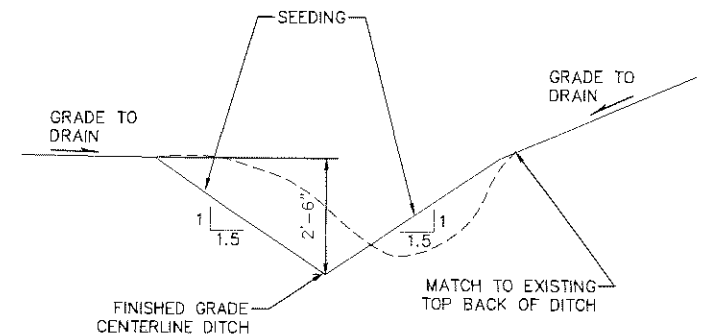
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- NOTES:
- SEE SHEET 20 FOR GRADING AND LAYOUT.
 - CONCRETE SHALL MEET CBJSS REQUIREMENTS FOR CURBING AND SIDEWALK.



CONCRETE ISLAND SECTION B-B SHEET 20

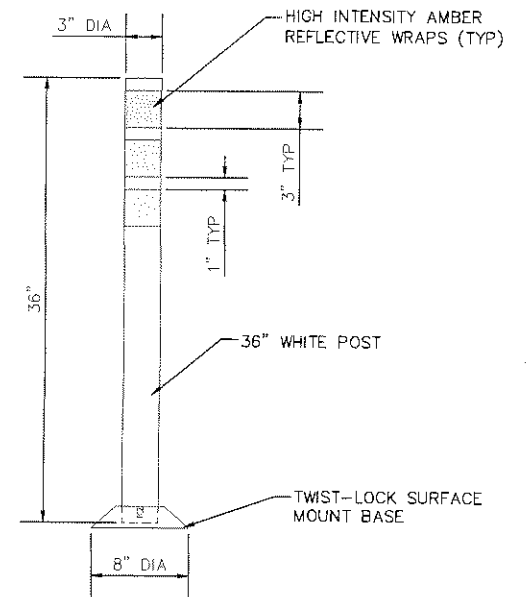
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RAILROAD AVENUE DRAINAGE DITCH DETAIL

NTS

- NOTES:
- SEE SHEET 16 FOR PLAN VIEW LAYOUT.



FLEXIBLE DELINEATOR DETAIL

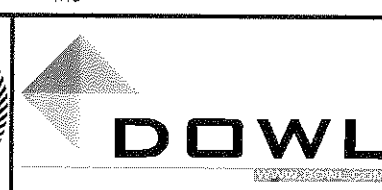
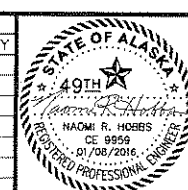
NTS

- NOTES:
- SEE SHEET 20 FOR PLAN VIEW LAYOUT.
 - FLEXIBLE DELINEATOR SHALL BE INSTALLED AS PART OF THE CONCRETE ISLAND LUMP SUM PAY ITEM.

SIGN ASSEMBLY TABLE			
RAILROAD AVENUE - ADDITIVE ALTERNATE No. 1			
NO.	LOCATION	MUTCD DESIGNATION OR DESCRIPTION	LEGEND AND COMMENTS
1	STA "R" 10+68 LT	R1-1	"STOP" (30"x30") (PART OF DEDUCTIVE ALTERNATE)
2	STA "R" 10+55 LT	W1-2/W16-7P	PED CROSSING (30"x30") W/ DOWNWARD LEFT DIAGONAL ARROW (24"x12")
3	STA "R" 10+69 RT	W1-2/W16-7P	PED CROSSING (30"x30") W/ DOWNWARD LEFT DIAGONAL ARROW (24"x12")
A) ALL SIGNS TO BE CONSTRUCTED IN ACCORDANCE WITH THE CBJ STANDARD DETAIL No. 127.			
B) ALL SIGNS TO BE LOCATED AS DIRECTED BY THE ENGINEER.			
C) ALL NEW POSTS SHALL BE "TELSPAR", OR APPROVED EQUAL AND SHALL BE PRE-PUNCHED WITH ALL KNOCKOUTS REMOVED.			

CONFORMED SET

REVISIONS			
REV	DATE	DESCRIPTION	BY



CORDOVA CITY STREETS IMPROVEMENTS
ITB # 16-01

DETAILS & SIGN SUMMARY TABLES

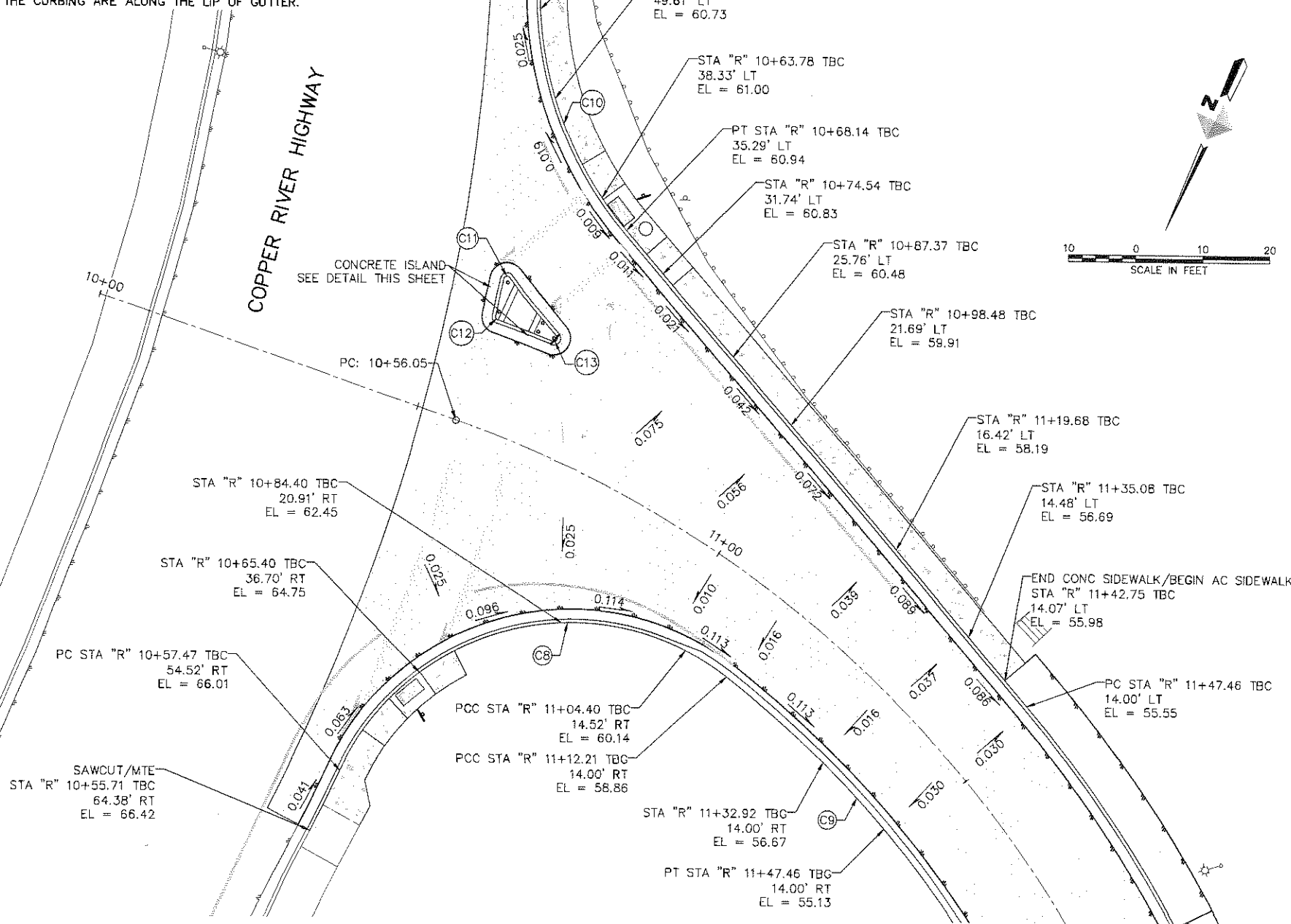
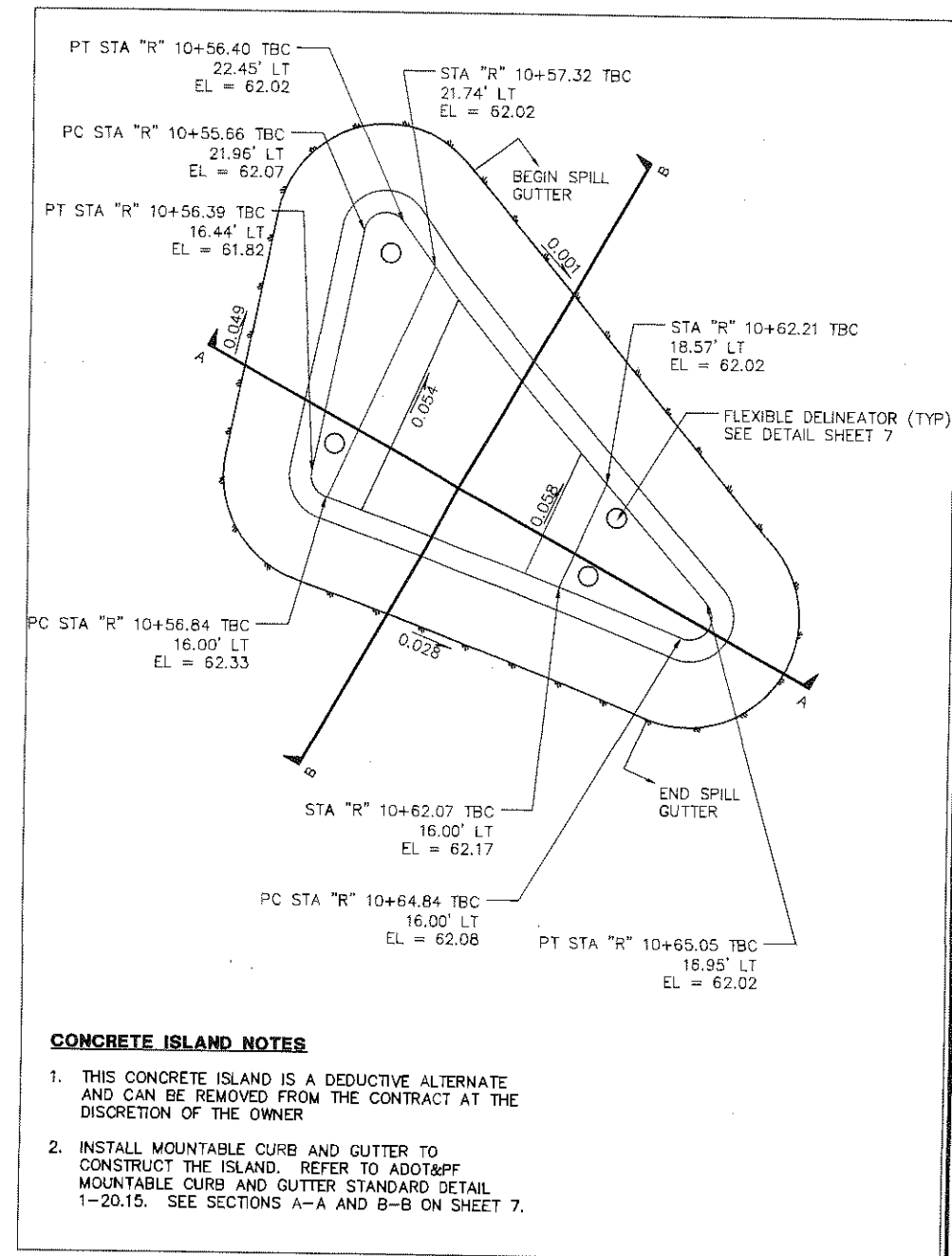
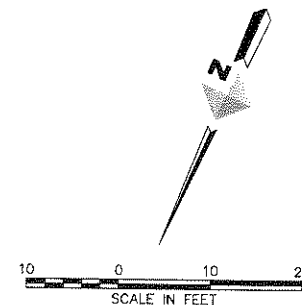
CORDOVA, ALASKA

PROJECT	70736.01
DATE	01/08/2016
SHEET	7 OF 21

NOTES

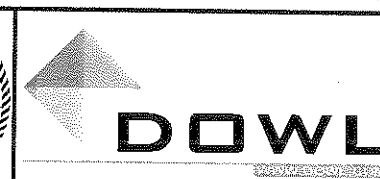
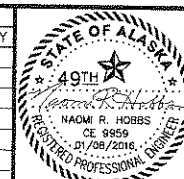
1. STATIONS, OFFSETS, ELEVATIONS AND, CURVE INFORMATION ALONG CURBING ARE TO TOP BACK OF CURB (TBC), UNLESS OTHERWISE NOTED. TOP OF PAVEMENT ARE TP, TOP OF SIDEWALK ARE TSW, TOP BACK OF VALLEY GUTTER ARE TBG.
2. SEE TYPICAL SECTIONS AND PROFILES FOR OTHER GRADING INFORMATION.
3. ESTABLISH VERTICAL CURVES AS NECESSARY FOR A SMOOTH ALIGNMENT (NO ANGLE POINTS) BY VISUALLY ALIGNING TOP OF GUTTER THROUGH VERTICAL CONTROL POINTS.
4. NO STRAIGHT FORMS SHALL BE USED WITHIN ANY CURVED SEGMENT WITH A RADIUS OF LESS THAN 200'. STRAIGHT FORMS USED FOR ANY ARCED SEGMENT WITH A RADIUS OF MORE THAN 200' SHALL NOT EXCEED 10' IN LENGTH.
5. SIDEWALK CROSS SLOPES SHALL BE 1.7% UNLESS OTHERWISE NOTED.
6. THE CONTRACTOR SHALL PERFORM A CLOSED LEVEL LOOP THROUGH TBMs AS LISTED TO VERIFY ELEVATIONS BEFORE BEGINNING ANY GRADING WORK.
7. SLOPES ALONG THE CURBING ARE ALONG THE LIP OF GUTTER.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C8	60.58	38.00	91.34	N46° 31' 03"E	54.36
C9	56.18	161.00	19.99	S66° 57' 08"E	55.89
C10	40.70	54.00	43.18	S43° 46' 55"E	39.74
C11	1.16	0.50	133.11	N52° 54' 53"E	0.92
C12	0.72	0.50	82.50	N53° 49' 42"W	0.66
C13	1.33	0.50	152.92	S11° 05' 02"W	0.97



CONFORMED SET

REVISIONS			
REV	DATE	DESCRIPTION	BY



CORDOVA CITY STREETS IMPROVEMENTS

ITB # 16-01

INTERSECTION GRADING PLAN

RAILROAD AVENUE & COPPER RIVER HIGHWAY

ADDITIVE ALTERNATE No. 1

CORDOVA, ALASKA

PROJECT 70736.01

DATE 01/08/2016

SHEET

20 OF 21



City of Cordova,
Office of the City Clerk
Cordova, AK 99574
601 First Street * PO Box 1210

Phone: 907.424.6248
Fax: 907.424.6000
Cell: 907.253.6248
E-mail: cityclerk@cityofcordova.net

CITY CLERK'S REPORT TO COUNCIL

May 18, 2016 Regular Council Meeting

Date of Report: May 10-13, 2016

Things the Clerk's Office would like Council feedback on:

- Per my contract, I should advise you all on vacation time and you should approve – I have sent an email with upcoming vacation planned, I will ask the Mayor to sign the leave slip per requirement of the finance department payroll office as long as I do not hear anything to the contrary from any of you

Things the Clerk's Office has been working on:

- Prepared agenda and packet for public hearing and regular meeting on 05-18-16
- City Assessor's staff finished up all the post-BOE property tax card-work
- Deputy Clerk finalized property records in order to prepare reports for certification of the property tax roll tonight
- Prepared memo and mill rate scenarios for certification of the property tax roll tonight, in advance of June 1 meeting when mill rate will be set by City Council
- Answered code/bylaw questions from volunteer Fire Department member working on Fire Department constitution
- Worked with Division of Elections coordinator as she plans for upcoming state primary and then general election
- Worked with City IT to update elections section of the City website with a new direct link to State voter registration online for citizens
- Fulfilled a public records request with assistance from City Fire Marshal
- Signed City payroll and accounts payable checks
- Completed minutes of May 4, 2016 Regular Council meeting
- Answered property related requests, i.e. foreclosures, sales, mortgage company financing requests of taxes paid/owed, etc.

Susan Bourgeois

From: April Beedle <abdle609@gmail.com>
Sent: Tuesday, April 26, 2016 10:42 PM
To: Susan Bourgeois
Subject: Christmas Bazaar

Council Members, Mayor, and City Manager,

I am writing this letter in reference to the location of the Christmas Bazaar this coming December. I would like to see the Bazaar take place at Mt. Eccles again, not the Cordova Center. I have written two letters already, and know several other folks/vendors that have written letters also. During and after this years Bazaar I talked to many other vendors that felt strongly about moving it back to Mt. Eccles.

Mount Eccles is spacious, and allows customers and visitors to move freely through the vendors, it has been awesome having it there the last few years. There is plenty of seating and room in the cafeteria, vendors are not divided and the flow of customers is much much better at Mt. Eccles.

I would like to recommend that this years Christmas Bazaar be held at Mt. Eccles.

Thank you,
April Beedle
Knot Crazy!

Sent from my iPhone

Sent from my iPad

May 5, 2016

RECEIVED

MAY 06 2016

Mayor Koplin and City Council
PO Box 1210
Cordova, AK 99574

City of Cordova



Sheridan Alpine Association
Box 2446
CORDOVA, ALASKA 99574
(907) 424-7766

RE: Sheridan Alpine Association Insurance Reimbursement Request

Dear Mayor and Council,

As you know, the City of Cordova (City) contracted the Sheridan Alpine Association (SAA) for Ski Area Management Services outlined in the 7/14/2013 agreement (Attachment 1). The purpose of the agreement is to promote the public health and welfare by contracting for the safe, orderly and lawful management and operation of the Mount Eyak Recreational Area for the benefit of the City and the public.

Section 5.13 of the agreement provides that the SAA shall carry commercial general liability insurance with the City named as an additional insured. It also provides that insurance reimbursement will be submitted to the City in the annual budget request submitted by the SAA.

SAA did indeed submit an insurance reimbursement request to the City during its FY16 annual budget request. At that time, the City Council elected not to reimburse the insurance expense.

SAA has suffered significant financial difficulties due to the lack of snow during the past two winter seasons similar to other ski areas in Alaska (i.e. City of Juneau's Eaglecrest, Attachment 2). SAA realized a lift ticket sales revenue shortfall of approximately \$35,000 for the 2015/2016 season; nearly \$70,000 for the last two seasons combined.

SAA requests that the City Council reconsider SAA's insurance reimbursement request of \$10,620.00. SAA made the insurance policy payment on March 14, 2016. A copy of the canceled check is attached.

Please let me know if you have any questions or need additional information.

Sincerely,

Paul Swartzbart
President, Sheridan Alpine Association

Attachments:

1. Ski Area Management Services Contract, July 14, 2013
2. *Eaglecrest ends season with \$100K deficit*, Juneau Empire, March 30, 2016
3. Sheridan Alpine Association Insurance Payment, Check #6475

CONTRACT FOR SKI AREA MANAGEMENT SERVICES

SECTION ONE: PARTIES

1.1 The parties to this Contract are the City of Cordova, Alaska ("City"), a home rule municipality organized and existing under the laws of the State of Alaska, and the Sheridan Alpine Association ("Contractor"), a non-profit corporation organized and existing under the laws of the State of Alaska.

1.2 There are no other parties to this Contract.

SECTION TWO: PURPOSE

The purpose of the Contract is to promote the public health and welfare by contracting for the safe, orderly and lawful management and operation of the Mount Eyak Recreation Area for the benefit of the City and the public.

SECTION THREE: TERM AND RENEWAL

3.1 The term of this Contract commences on July 14, 2013, and expires on August 4, 2027. Contractor shall commence performance of its obligations under this Contract on or before July 14, 2013.

3.2 Contractor may renew the Contract for three additional five year terms so long as it receives written approval of such renewal from the City at least ninety (90) days before expiration of the original Contract term and renewal is approved by the City Council of the City.

SECTION FOUR: REPRESENTATIONS

4.1 The City represents that it holds a lawful leasehold interest, pursuant to Alaska Division of Lands Lease No. 57396 executed on August 4, 1972 between the City and the State of Alaska ("State Lease") for a term of fifty-five (55) years beginning on August 4, 1972 and ending on August 4, 2027, in that parcel of land lying within the U.S.S. 1765 described by metes and bounds in the State Lease, located in Sections 21 and 22, Township 15 South, Range 3 West, Copper River Meridian ("Mount Eyak Recreation Area"). A copy of the State Lease is attached to this Contract as Appendix A. The terms of the State Lease are incorporated into this Contract and, where the terms of the State Lease conflict with the terms of this Contract, the State Lease terms shall control.

4.2 The City further represents that it is entitled to contract for services to manage and operate the Mount Eyak Recreation Area for the benefit of the City and the public and that the City has determined that it is in the public interest that Contractor perform those services.

4.3 Contractor represents that it is competent, willing and able to safely and lawfully manage and operate the Mount Eyak Recreation Area for the benefit of the City and the public.

4.4 Contractor further represents that it expressly intends and in fact enters into its obligations under this Contract strictly and solely for the purpose of providing a public service for the benefit of the City and the public and that it expressly intends and understands that it will not receive any compensation for profit in any form from the City in consideration for or in connection with performance of those obligations.

SECTION FIVE: DUTIES OF CONTRACTOR

5.1 Contractor shall manage and operate the Mount Eyak Recreation Area in a safe, orderly and lawful manner so as to provide reasonable and seasonable opportunity for the public to enjoy recreational downhill skiing at the Mount Eyak Recreation Area during the term of this Contract.

5.2 Contractor shall be permitted to use in the course of managing and operating the Mount Eyak Recreation Area under this Contract, taking all reasonable precautions not to commit waste or injury to same, the following property owned or leased by City:

- a. One (1) mechanically-powered chairlift including parts, fixtures and appurtenances on hand;
- b. All buildings owned by the City and situated on Mount Eyak Recreation Area necessary to safe, orderly and lawful operation of Mount Eyak Recreation Area by Contractor;
- c. All real property designated as the Mount Eyak Recreation Area as described in legal description contained in ADL Lease No. 57396 appended hereto as Appendix A.

5.3 Contractor shall furnish and provide all equipment, parts and tools not listed above and necessary to safe and adequate maintenance and operation of all buildings and machinery located on or used in the course of Contractor's management and operation of the Mount Eyak Recreation Area. Upon Contractor's request, the City in its sole discretion may lease, sell or lend any such available city equipment, parts and tools to Contractor.

5.4 Contractor shall furnish and provide all labor necessary to the safe, orderly and lawful management of the Mount Eyak Recreation Area including, but not limited to, an Operations Manager skilled and competent in the management of a recreational ski area. A temporary summer seasonal caretaker may reside at the ski area, providing a presence and watch over buildings, equipment and property.

5.5 Contractor shall have at the time of Contract commencement and maintain during the Contract term all necessary permits, licenses, and other permissions or entitlements that are required for the performance of its obligations under this Contract. Contractor shall perform all of its obligations under this Contract in compliance with all federal, state, and local laws and all applicable ordinances, rules, regulations and permits.

5.6 Contractor shall charge reasonable user fees for admission to and use of Mount Eyak Recreation Area. Revenue from such fees shall be collected by Contractor, deposited in a separate account, and disbursed by Contractor solely for the following purposes and in the following order of priority: First, to payment of all labor, material, maintenance and overhead expense incurred in maintenance and operation of the Mount Eyak Recreation

Area, and second, to financing of capital improvements in, on and to Mount Eyak Recreation Area.

5.7 Contractor shall keep and maintain complete and accurate business and financial records documenting its receipts, purchases and all other expenditures related to Contractor's performance of its obligation under this Contract. Contractor shall make such records available for inspection and audit by the City within five (5) business days of written request for such records.

5.8 Contractor shall permit City, state and federal officials, employees, agents and representative access to all buildings, equipment and tools and every area of Mount Eyak Recreation Area for purposes of inspecting and monitoring Contractor's performance of its obligations under this Contract and as may otherwise be necessary to protect the public health, safety and welfare.

5.9 When the chair lift is open to the public, Contractor shall not at any time offer or sell, or knowingly permit the consumption or possession of, alcoholic beverages within Mount Eyak Recreation Area.

5.10 Contractor shall institute and comply with all skiing safety regulations relating to ski area operations and activities as published and promulgated by the local, state and federal authorities and the Western Area Ski Insurance Program. Contractor shall also observe and comply with American National Standard Institute safety requirements for the maintenance and operation of aerial passenger tramways or chairlifts.

5.11 Contractor shall comply with the terms and conditions of the State Lease as if Contractor were lessee under that lease, and Contractor shall further comply with the terms and conditions of the grant from the Bureau of Outdoor Recreation of the U.S. Department of the Interior to the City for creation and operation of the Mount Eyak Recreation Area.

5.12 Contractor shall not be required by City to change, improve or modify the following pre-existing conditions of the Mount Eyak Recreation Area except as the parties may otherwise stipulate in writing as an amendment to this Contract: Any pre-existing oil spill or spills within the Ski Area.

5.13 Required Insurance Coverage. Before commencing its performance under this Contract, and at all times during the Term of this Contract, Contractor shall carry Commercial general liability insurance, including without limitation insurance against assumed or contractual liability under this Contract, with limits of liability not less than \$1,000,000 combined single limit bodily injury and property damage, \$1,000,000 personal injury, and \$1,000,000 aggregate. Contractor may meet this insurance requirement with any combination of primary and excess/umbrella policies. Contractor shall provide City with certificates of insurance and/or copies of each policy acceptable to City for the coverage's listed herein. Commercial general liability insurance policies shall name City as additional insured and shall require that the insurer provide the City with thirty (30) days written notice before it cancels, refuses to renew or materially alters coverage required by this Contract.

Insurance reimbursement will be submitted to city council in the annual budget request submitted by the Contractor

SECTION SIX: DUTIES OF CITY

6.1 City shall provide seasonable and adequate maintenance and snow removal of the road leading to and from the parking lot of Mount Eyak Recreation Area.

6.2 City shall provide or cause to be provided all water, wastewater, electric, telephone and other utilities necessary for the safe, orderly and lawful operation of Mount Eyak Recreation Area under this Contract.

6.3 City shall be responsible for administration and contract maintenance regarding the State Lease and all current and future subleases under the State Lease. The terms of future subleases under the State Lease shall be subject to the approval of City, Contractor and the State of Alaska. Contractor will be the point of contact for logistical assistance concerning access to the Mount Eyak Recreational Area.

6.4 City shall provide the State of Alaska annually with financial documentation that confirms that all amounts payable to City by sublessees under the State Lease have been remitted to Contractor.

SECTION SEVEN: RELATIONSHIP OF PARTIES

7.1 Contractor shall perform its obligations under this Contract as an independent contractor to the City, and this Contract will not be construed to create any partnership, joint venture, agency or employment relationship between Contractor and City. Contractor will not represent itself to be an employee, representative, partner, joint venture or agent of City. Contractor will have no authority: (a) to enter into any agreement on City's behalf or in City's name or represent City for any purpose whatsoever. Contractor will retain full control over the manner in which it performs all services provided to City and Contractor's employees shall not be entitled to workers' compensation, retirement, insurance, stock options or other benefits afforded to employees of City.

7.2 City shall retain ownership and control of all real and personal property owned or leased by City to Contractor under this Contract unless otherwise provided in this Contract. Property created or purchased by Contractor using the funds generated by Contractor from sources other than Mount Eyak Recreation Area shall remain in ownership of Contractor.

7.3 The City will be agent for all new and renewed leases pertaining to the physical use of Mount Eyak Recreation Area or lease property. Leases shall be developed with joint agreement between the City, Contractor and any lessee. Any conflicts between existing or developing leases which are not resolved by Contractor and City administration shall be mediated and resolved by the Cordova City Council.

SECTION EIGHT: ENTIRE AGREEMENT; AMENDMENT

This agreement constitutes the final and binding agreement of the parties and all prior oral or written agreements and understandings of any kind are merged herein and

superseded hereby. This Contract and the provisions herein may be modified only by a writing signed by both parties.

SECTION NINE: DEFAULT

The failure of either party to perform or observe any covenant or condition of this Contract which is not cured within 30 days after notice thereof from the non-breaching party shall be an event of default under this Contract, unless the breach is of a kind that cannot be cured within such 30-day period, in which case no event of default shall be declared so long as the breaching party shall commence the curing of the breach within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same. Upon the occurrence of an event of default, the non-defaulting party may terminate this Contract by giving notice of the termination to the defaulting party.

SECTION TEN: TERMINATION

This Contract may be terminated either by (a) mutual consent of the parties expressed in writing or (b) by either party with thirty (30) days written notice to the other party.

SECTION ELEVEN: WAIVER

The failure of either party to object to non-performance of, or to seek to compel performance of, an obligation under this Contract shall not constitute a waiver of any subsequent breach of same, or of any different obligation under this Contract.

SECTION TWELVE: AVAILABILITY OF FUNDS

City is not and shall not be obligated under any term of this Contract the performance of which requires the expenditure of City funds, except to the extent that funds lawfully appropriated are available for that expenditure.

SECTION THIRTEEN: CHOICE OF LAW-VENUE

The laws of The State of Alaska shall govern the rights and duties of the parties under this Contract. Any action or proceeding arising from this Contract shall be brought in the trial courts of the State of Alaska in the Third Judicial District.

SECTION FOURTEEN: CONTRACT REPRESENTATIVES-NOTICE

City's representative for the administration of this Contract shall be the City Manager of Cordova, Alaska or his/her designated agent(s). Contractor's representative for administration of this Contract shall be its President or his/her designated agent(s). . Any notices concerning this Contract may be given, and all notices required by this Contract concerning performance under this Contract shall be given, in writing, and shall be personally delivered or mailed addressed to the respective contract representative at the address set forth below. Either party may change its contract representative or address for noticing by providing written notice to the other party.

FOR THE CITY OF CORDOVA:

Cathy Sherman
City Manager
City of Cordova
P.O. Box 1210
Cordova, Alaska 99574

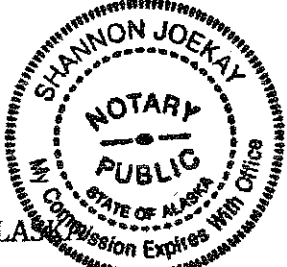
FOR CONTRACTOR:

Paul Swartzbart
President
Sheridan Alpine Association
P.O. Box 2446
Cordova, Alaska 99574

ACKNOWLEDGEMENTS

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

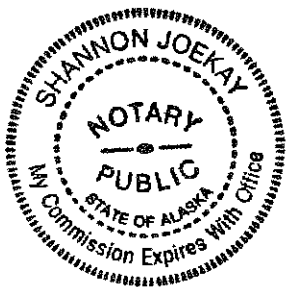
The foregoing instrument was acknowledged before me this 14th day of July 2013, by Cathy Sherman for City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.



Shannon JoeKay
Notary Public in and for Alaska
My commission expires: with office

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 14th day of July 2013, by Paul Swartzbart, President of the SHERIDAN ALPINE ASSOCIATION, an Alaska nonprofit corporation, on behalf of the corporation.



Shannon JoeKay
Notary Public in and for Alaska
My commission expires: with office

Eaglecrest ends season with \$100K deficit

Posted: March 30, 2016 - 12:06am

By SAM DeGRAVE

JUNEAU EMPIRE

After a second consecutive disappointing season, Eaglecrest Ski Area officials are staring down a \$100,000 revenue shortfall, and they're not yet sure how they're going to balance their budget.

"To make ourselves whole for the FY '16 budget, we're going to need approximately \$100,000," Eaglecrest Director Matt Lillard told the Empire after the ski area's finance committee meeting Monday evening. "When we have to address our shortfall this year, we're going to rely on our endowment and any sources we can band together."

Eaglecrest is owned by the city and operates as an enterprise fund, but it is not a true enterprise fund because its revenues and expenses don't match, City Finance Director Bob Bartholomew said by phone Tuesday. In a situation like this, the city typically picks up the shortfall provided the Assembly approves, he said.

As a part of the normal budgetary procedure, Eaglecrest will be meeting with the Assembly in April. At its meeting Monday, the ski area's finance committee decided that Eaglecrest will be asking for an increase in city funding for the coming fiscal year. In FY '16, Eaglecrest received about \$660,000 in city funding, which is down from what it received a couple years before.

"We went from a high of \$750,000 a couple years ago to what we got this year," Lillard said. "Now we're asking to get some of those reductions back."

Eaglecrest will be asking for \$700,000 in city funding for FY '17, but that doesn't address the ski area's current budgetary woes. The \$100,000 revenue shortfall will likely also be addressed when Eaglecrest officials meet with the Assembly in April, Bartholomew said.

Though Lillard doesn't yet know how the ski area will make itself whole, relying entirely on Eaglecrest's endowment isn't desirable, he said. Pulling \$100,000 from the endowment would leave it only about a third of the size it is currently. And in an industry that lives or dies by the weather, it's not a bad idea to keep a rainy-day fund.

Still, Lillard and other members of the Eaglecrest finance committee are hopeful that the mild winters of the past two seasons are outliers, not the new normal. Though it's nearly impossible to predict what the weather holds in store for future ski seasons, the fact that the past two seasons were exceptionally bad is certifiable. In terms of snowfall, the past two seasons are the worst on record for Eaglecrest.

The ski area was open for 69 day this past season, but it still struggled to escape the ghosts of the previous year's miserable five-day season. Lots of skiers were justifiably hesitant to buy season passes heading into this year after they were not refunded last year. Few people were surprised when this season got off to a rocky start, failing to hit its previous season-pass sales mark.

This was problematic for Eaglecrest because season-pass sales typically make up 70 percent of its winter revenue. This meant that the ski area would have to rely on its daily ticket sales in a way that it never had before, and for a while it was working. A couple good snowstorms in November and December led to a couple days that saw record-setting sales for daily passes.

"The hope was that given good snow, we'd make up the revenue with ticket sales, but then the weather turned on us and as the snow dwindled, skiers stopped coming," Lillard said.

After closing portions of the mountain due to a lack of snow, the ski area closed for the season last weekend. The past two seasons were certainly bad for skiers, but they "could've been worse" from a fiscal standpoint, according to Lillard.

"It's not always the nicest thing to say, but it's true," he said.

The last time Eaglecrest saw a couple bad winters in a row was from 2002 to 2004. The snowfall was still better in those years than in was in the past two years, but during that time the ski area went almost \$1 million into the hole.

The way Bartholomew sees it, "it's always a risk" funding a weather-dependent venture like Eaglecrest. But he's glad that the ski area officials have been more frugal of late than they were in the early 2000s.

"At this point I think Eaglecrest and the board have been pretty prudent in managing their resources," he said. He added it's worth at least allowing them to try and have a successful season even when the weather doesn't seem to want to cooperate.

• Contact reporter Sam DeGrave at 523-2279 or sam.degrave@juneauempire.com.

Attachment 2.



Wells Fargo Business Online®

[View Check Copy](#)

Check Number	Date Posted	Check Amount	Account Number
6475	03/18/16	\$10,620.00	WELLS FARGO BUSINESS CHOICE CHECKING XXXXX9592

Sheridan Alpine Association
 Mt. Evans 6th Ave
 PO Box 2448
 Cordova, AK 98574

SHERALP-01

Wells Fargo Bank, N.A.
 Anchorage, AK

8475

3/14/2016

PAY TO THE ORDER OF: HUB International NW

\$ **10,620.00

Ten Thousand Six Hundred Twenty and 00/100

HUB International: NW
 110 S. Willow St #106
 Kenai, AK 98141

DOLLARS

Paul Sweet

Month: SHERALP-01

*006475# 125200059: 0030449592#

[illegible] Equal Housing Lender

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CITY OF CORDOVA



May 13, 2016

Scott Kelley, Director
ADF&G Division of Commercial Fisheries
PO Box 115526
Juneau, Alaska 99811-5526

Dear Director Kelley:

This letter is a follow up to express my appreciation for both you and Deputy Director Bowers meeting with John Bitney and me on April 7, 2016.

At our meeting we discussed the list of key points from my April 6, 2016 letter to Commissioner Cotten. The conversation was helpful for understanding the concerns and basic logistics towards establishing an effective Prince William Sound (PWS) tanner crab test fishery.

Here is a recap from my notes of our conversation on the key points:

- ADF&G requires a consistent size and shape of pot. Whether the pots are square or round is not an issue – simply using the same size and shape of pot assures good data collection.
- Crew sizes, whether three or four crewmembers are required, may be adjusted based on the ability of the crew to handle the selected pot size safely and meet remaining requirements.
- ADF&G supports test pots in trawl path areas to correlate pot surveys to trawl surveys.
- ADF&G is open to the idea of a list of potential local observers. One question is liability.
- ADF&G is willing to allow participation by skippers without specific tanner crab fishery experience, provided they have reasonable experience in PWS fisheries and/or pot fisheries.

The most significant discussion item remaining is the total number of pot pulls allowed. Because the fishery is closed by regulation, ADF&G strongly feels a 600 pot pull limit is warranted in order to ensure that the test fishery doesn't over harvest or damage the resource. However, local fishermen feel that in order to obtain a robust sample of data over a 13,000 square mile area requires allowance for a larger number of pot pulls.

The overall goal is to have a test fishery completed in time to provide data to the Board of Fish by March of 2017. Catch data will be used to consider a formal proposal before the Board at that meeting. (ADF&G will be submitting a proposal.) In that regard, we appreciate your willingness to collaborate and consider suggestions that have the potential to help improve the effectiveness of the test fishery. Please contact me at your convenience for any follow up questions or concerns.

Respectfully,

Handwritten signature of Clay R. Koplin in blue ink.

Clay Koplin, Mayor

Cc: Sam Cotten, ADF&G Commissioner
Randy Robertson, City of Cordova
Gary Stevens, Senator, District P
Louise Stutes, Representative, District 32
Cordova District Fishermen United

Memorandum

To: City Council
From: City Manager/Planning Staff
Date: 5/11/2016
Re: Resolution 05-16-21

PART I – ISSUE

At the 4 May 2016 City Council meeting, Council was informed ADOT officials had just adjusted the possible start date for Whitshed Road Pedestrian Path Improvements Project, moving it forward into the current state FY. Council requested additional information about the project and asked about refunding of the city's contribution if the project failed to be fully funded and executed.

PART II – BACKGROUND

The Whitshed Road Pedestrian Path Improvements Project includes a local match contribution outlined in the attached MOU split 50/50 between the city and the Native Village of Eyak. When the MOU and match is received, the project is locked into the US DOT and ADOT funding scheme. If for some reason federal dollars were not appropriated or diverted and the project did not start, the city and NVE would be refunded their match contributions, which is what occurred in the past with approximately \$8k of city funds. For design to begin this year, the state will need to have the MOU signed and funds received no later than June 1. If this does not occur, the project will get pushed back at least another FY.

Overall, the city's share of the local contribution is approximately \$251k spread over three state FYs. As outlined in the MOU, this equates to \$18,621 for FY16, \$40k for FY17, and \$192k for FY18. NVE's match contribution would be identical. NVE has reallocated the funds originally designated for this project and is currently pursuing grant funding. NVE has indicated that they intend to fully participate; they do not have funds available prior to June 1.

PART III – STAFF RECOMMENDATION

Considering this is a \$9M+ project with a local match of only \$500k, and the public comments received regarding the project, staff provide the following options for council:

1. Underwrite NVE's first year match along with the city's match (total = \$37,241) with an agreement that NVE reimburse the city. Kerin Kramer from NVE indicated she would attend the meeting to discuss this option.
2. Underwrite NVE's first year match along with the city's match (total = \$37,241) without expectations of repayment.
3. Take no action and wait until state FY17 to move project forward.

A budget amendment resolution is attached which authorizes an amount which would cover NVE and the city's local contribution match.

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-16-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING AMENDMENT TO THE FY16 BUDGET AND AUTHORIZING
EXPENDITURE OF AN AMOUNT NOT TO EXCEED \$37,241 FOR THE LOCAL
MATCH CONTRIBUTION FOR THE WHITSHED ROAD PEDESTRIAN PATH
IMPROVEMENTS PROJECT**

WHEREAS, the City Council of the City of Cordova has adopted the City Operating Budget and appropriated funds for FY16 for the period of January 1, 2016 to December 31, 2016; and

WHEREAS, the City Council has agreed to provide the City of Cordova local match contribution to the State of Alaska for the Whitshed Road Pedestrian Path Improvements Project in the amount of \$18,621; and

WHEREAS, the City Council has agreed to provide the Native Village of Eyak local match contribution while they pursue grants to fund their match; and

WHEREAS, the funds to be used will come from the general fund reserve and will be expensed out of line #401-802-55200.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cordova, Alaska that amendment to the FY16 Budget is hereby authorized and expenditure of an amount not to exceed \$37,241 to be used for the local match contribution for the Whitshed Road Pedestrian Path Improvements Project is also hereby authorized.

PASSED AND APPROVED THIS 18th DAY OF MAY, 2016.

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

MEMORANDUM OF AGREEMENT
LOCAL MATCH CONTRIBUTION FOR THE
WHITSHED ROAD PEDESTRIAN PATH IMPROVEMENTS PROJECT

BETWEEN

THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

AND

THE CITY OF CORDOVA

AND

THE NATIVE VILLAGE OF EYAK

1. The City of Cordova and Native Village of Eyak (City and Village) hereby agree to each provide two hundred fifty-one thousand three hundred seventeen dollars (\$251,317), collectively totaling five hundred two thousand six hundred thirty-four dollars (\$502,634), to the State of Alaska Department of Transportation and Public Facilities (DOT&PF) to fulfill the City and Village's share of the local match contribution and the contingency funds required for the design and construction of the Whitshed Road Pedestrian Improvements project. The local contribution shall be a lump sum payment made by the City and Village to DOT&PF prior to obligation of Federal funds for each phase of the project. The funding schedule is provided below.

Material donations or right-of-way needed for the project may be used in place of cash contribution and may be considered for an exemption to the local match requirement. These donations will be assessed at fair market value.

2. The estimated total cost of the project is \$9,150,000; the match requirement is 9.03%. DOT&PF shall pay half of this match requirement (4.515%); the City and Village shall collectively pay the remaining half (4.515%) of the total match. In addition to the match, a 50% contingency for preconstruction efforts and a 15% contingency for construction efforts will also be collected. The federal share of the total project cost is \$8,323,755. The DOT&PF and the City and Village will execute an amendment to this Memorandum of Agreement (MOA) if changes are needed to the scope, schedule and/or budget. The City and Village will be required to provide additional match funds associated with an increased budget. Upon project completion and final project closeout, if the final cost is less than the current estimated total cost, the local contribution will be recalculated and any excess local cash contribution will be refunded to the City and Village.

Should either party default on their respective match obligations, resulting in the discontinuation of project development or closure of the project by DOT&PF, the complying party shall be refunded the sum their unexpended match payments.

3. DOT&PF and the City and Village have developed the following project description and hereby agree to construct this project in accordance with the following project description and schedule:

Project Description:

Provide pedestrian accommodations along Whitshed Road from the intersection with the Copper River Highway to the intersection with Orca Inlet Drive.


Schedule:

This project is scheduled for obligation of funds as follows:

FFY	Phase	Estimated Phase Cost (Total \$)	State Match (4.515%)	City of Cordova Match (2.257%)	Native Village of Eyak Match (2.257%)	Required Contingency Percentage	City of Cordova Contingency	Village of Eyak Contingency	Total Local Match Contribution
2016	Design	\$550,000	\$24,833	\$12,414	\$12,414	50%	\$6,207	\$6,207	\$37,241
2017	Design	\$500,000	\$22,575	\$11,285	\$11,285	50%	\$5,643	\$5,643	\$33,855
	Right-of-way	\$600,000	\$27,090	\$13,542	\$13,542	50%	\$6,771	\$6,771	\$40,626
	Utilities	\$100,000	\$4,515	\$2,257	\$2,257	50%	\$1,129	\$1,129	\$6,771
2018	Construction	\$7,400,000	\$334,110	\$167,018	\$167,018	15%	\$25,053	\$25,053	\$384,141
	Totals	\$9,150,000	\$413,123	\$206,516	\$206,516		\$44,801	\$44,801	\$502,634

Total match required from the City and Village in total, including contingency: \$502,634

4. DOT&PF may alter this funding schedule for reasons that are beyond its control, including elimination or restriction of funds at the federal level. If DOT&PF does not otherwise maintain its commitment to this funding schedule, the City and Village shall have the option of withdrawing from this Agreement and shall be reimbursed for their local contribution.
5. DOT&PF and the City and Village may amend this agreement by mutual consent.



Signed
Ryan F. Anderson, P.E., Acting Regional Director
Department of Transportation & Public Facilities

5/2/2016

Date

Signed
Randy Robertson, City Manager
City of Cordova

Date

Signed
Joel Azure, Executive Director
Native Village of Eyak

Date

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: May 10, 2016

TO: Mayor and City Council

SUBJECT: 2016 Property Assessment Roll Certification

This is the City Clerk's certification of the 2016 property assessment roll with reports of total assessed value, taxable value and exempt value. The Deputy Clerk is the author of the reports and they are presented tonight after all adjustments related to the appeal period and the Board of Equalization Hearing have been completed.

A "mill rate scenarios" worksheet has been provided to assist Council in establishing a mill rate for the 2016 tax year. The 2016 budget includes \$2.234 million for property tax revenues. The dollar amount in the column second from the right, inside the box, indicates the total that would be collected at the specified mill rate. I also provided tax amounts on a \$200,000 house for comparison but went up to a \$230,000 for 2016 because of the fact that homes went up an average of 15% for 2016. The three scenarios presented this time are:

- 1) mill rate to arrive at the budgeted amount (11.05 mills)
- 2) mill rate that would put most people at a taxation level approximately equal to the 2015 year (10.03 mills)
- 3) mill rate to garner the budgeted amount from 2015 (10.53 mills)

Council needs to establish the mill rate by June 15, 2016. I will bring a resolution to the June 1, 2016 meeting for your approval.

Also attached to this memo are citations from Cordova Municipal Code 5.36.190, 5.36.230, 5.36.240 & 5.36.245 all referring to certifying the roll and setting the mill rate (tax levy) and dates by which those are required to be done.

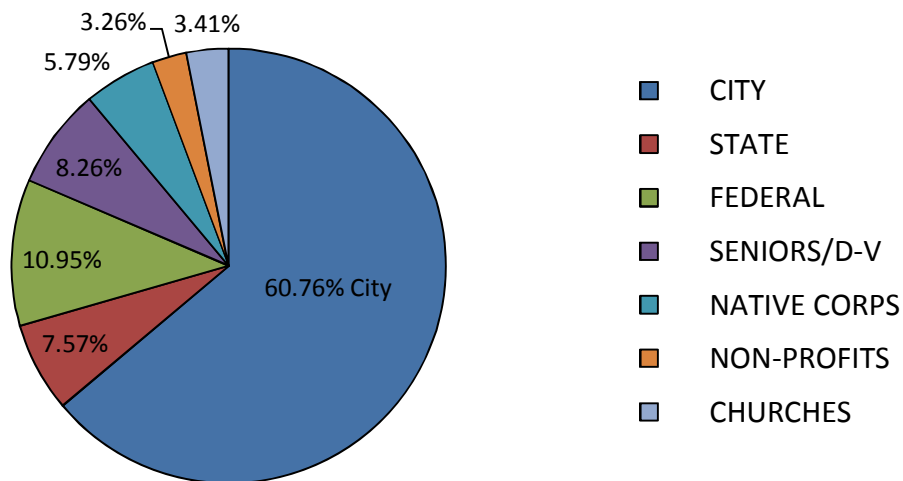
STAFF RECOMMENDATION: Move to certify the 2016 property assessment roll.

REQUIRED ACTION: Majority voice vote.

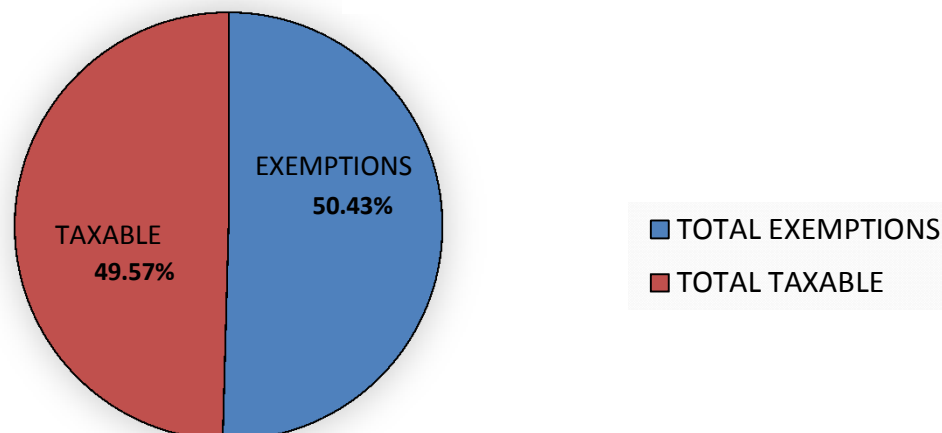
THREE YEARS COMPARISON OF EXEMPT VALUE TO TAXABLE VALUE

	2016	%	2015	%	2014	%
TOTAL LAND	\$89,719,700		\$84,600,200		\$83,491,800	
TOTAL IMPROVEMENTS	\$318,062,570		\$307,472,240		\$296,306,270	
TOTAL ASSESSED VALUE	\$407,782,270	100%	\$392,072,440	100%	\$379,798,070	100%
TOTAL EXEMPTIONS	\$205,663,800	50.43%	\$205,166,480	52.33%	\$200,270,200	52.73%
TOTAL TAXABLE	\$202,118,470	49.57%	\$186,905,960	47.67%	\$179,527,870	47.27%
EXEMPTIONS:						
CITY	\$124,964,800	60.76%	\$130,365,100	63.54%	\$127,882,000	63.85%
STATE	\$15,572,200	7.57%	\$13,561,000	6.61%	\$13,368,900	6.68%
FEDERAL	\$22,515,700	10.95%	\$21,615,600	10.54%	\$21,849,300	10.91%
SENIORS/D-V	\$16,983,300	8.26%	\$16,079,180	7.84%	\$14,983,700	7.48%
NATIVE CORPS	\$11,909,500	5.79%	\$10,710,200	5.22%	\$10,773,200	5.38%
NON-PROFITS	\$6,712,600	3.26%	\$6,488,800	3.16%	\$5,100,700	2.55%
CHURCHES	\$7,005,700	3.41%	\$6,346,600	3.09%	\$6,312,400	3.15%
TOTAL EXEMPTIONS	\$205,663,800	100%	\$205,166,480	100%	\$200,270,200	100%

2016 EXEMPTION CATEGORIES



2016 TAXABLE VS EXEMPT



CITY OF CORDOVA

PROPERTY ASSESSMENTS COMPARISON

TAX YEAR	PROP TAX BILLED	MILL RATES	TAXABLE ASSESSMENT	EXEMPTED ASSESSMENT	TOTAL ASSESSMENT
2000	\$1,334,448	13.50 & 10.99	\$103,604,891	\$95,222,444	\$198,827,335
2001	\$1,380,837	13.50 & 10.99	\$106,648,368	\$96,542,662	\$203,191,030
2002	\$1,398,363	13.50 & 12.50	\$105,559,408	\$97,613,212	\$203,172,620
2003	\$1,455,977	13.50 & 12.50	\$109,433,718	\$97,741,372	\$207,175,090
2004	\$1,493,619	14.00 & 13.00	\$109,591,140	\$100,413,210	\$210,004,350
2005	\$1,584,360	14.00 & 13.00	\$114,867,647	\$106,751,693	\$221,619,340
2006	\$1,599,752	13.35 & 12.35	\$121,859,603	\$115,678,687	\$237,538,290
2007	\$1,621,154	13.35 & 12.35	\$123,424,858	\$114,058,652	\$237,483,510
2008	\$1,660,068	13.00 & 12.00	\$129,773,078	\$122,555,522	\$252,328,600
2009	\$1,756,300	14.50 & 13.50	\$137,305,360	\$123,808,050	\$261,113,410
2010	\$2,093,027	13.90 & 12.90	\$146,419,540	\$124,237,950	\$270,657,490
2011	\$1,506,150	9.70 & 8.70	\$158,862,060	\$128,619,400	\$287,481,460
2012	\$1,500,605	9.43 & 8.43	\$162,764,496	\$130,722,764	\$293,487,260
2013	\$1,587,405	9.43 & 8.43	\$172,107,590	\$190,893,600	\$363,001,190
2014	\$2,129,122	12.07 & 11.07	\$179,527,870	\$200,270,200	\$379,798,070
2015	\$2,155,026	11.53	\$186,905,960	\$205,166,480	\$392,072,440
2016	Unknown	Not Set Yet	\$202,118,470	\$205,663,800	\$407,782,270

MILL RATE SCENARIOS 2016

**TOTAL TAXABLE VALUE IS \$202,118,470, THEREFORE,
EACH MILL GAINS \$202,118.47 IN PROPERTY TAXES**

1

closest to budgeted revenue of \$2.234M

mill rate decrease of 0.48 mills to 11.05 mills

Cordova City Limits Total Taxable 2016		\$202,118,470	11.05	Total Tax Revenue \$2,233,409	TOTAL PROPERTY TAXES
most a/v's went up approx 15% between 2015 - 2016		value of home	taxes	~ equal to budget	
	2015	\$200,000	\$2,306.00		
	2016	\$230,000	\$2,541.50		
		annual increase	\$235.50		
		monthly increase	\$19.63		
			10.21%		

2

mill rate decrease at a level to see approximately no change in taxation

mill rate decrease of 1.5 mills to 10.03 mills

Cordova City Limits Total Taxable 2016		\$202,118,470	10.03	Total Tax Revenue \$2,027,248	TOTAL PROPERTY TAXES
most a/v's went up approx 15% between 2015 - 2016		value of home	taxes	-\$206,752 less than budgeted	
	2015	\$200,000	\$2,306.00		
	2016	\$230,000	\$2,306.90		
		annual increase	\$0.90		
		monthly increase	\$0.08		
			0.04%		

3

closest to budgeted revenue of 2015 budget of \$2,129,000

mill rate decrease of 1.0 mills to 10.53 mills

Cordova City Limits Total Taxable 2016		\$202,118,470	10.53	Total Tax Revenue \$2,128,307	TOTAL PROPERTY TAXES
most a/v's went up approx 15% between 2015 - 2016		value of home	taxes	-\$105,693 less than budgeted	
	2015	\$200,000	\$2,306.00		
	2016	\$230,000	\$2,421.90		
		annual increase	\$115.90		
		monthly increase	\$9.66		
			5.03%		

5.36.190 - Appeal—Entry of changes by assessor.

Except as to supplementary assessments, the assessor shall enter the changes so certified upon his records, and certify the final assessment roll by June 1st.

(Ord. 777 (part), 1996: prior code § 13.121, as amended during 1979 codification).

5.36.230 - Delivery of statement to council.

When the final assessment records have been completed by the assessor as provided in this chapter, the assessor shall deliver to the council on or before June 1st of each year a statement of the total assessed valuation of all real property within the city.

(Ord. 777 (part), 1996: prior code § 13.125, as amended during 1979 codification).

5.36.240 - Amount set by resolution.

The council shall thereupon by resolution annually before June 15th fix a rate of tax levy and designate the number of mills upon each dollar of value of assessed taxable real property that shall be levied.

(Ord. 777 (part), 1996: prior code § 13.126, as amended during 1979 codification).

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

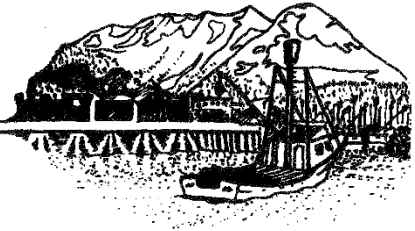
DATE: May 11, 2016
TO: Mayor and City Council
SUBJECT: Letter of response

City Manager Randy Robertson has written the following letter for Council's signatures. It is a response to the proposed March 25, 2016 amendment to the Alaska Unified Plan. RCAC has taken this same position and asked the stakeholders to write comments to ADEC. Attached is the draft letter, an email from Lisa Matlock of PWSRCAC and the proposed amendment.

RECOMMENDED MOTION: Move to concur with the points made in the letter of response concerning proposed changes to the Unified Plan.

REQUIRED ACTION: Majority voice vote.

CITY OF CORDOVA



Jade Gamble
Alaska Department of Environmental Conservation
43335 Kalifornsky Beach Road, Suite 11,
Soldotna, AK 99669

19 May 2016

decsparplanning@alaska.gov

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

Dear Ms. Gamble:

The City of Cordova has concerns regarding the "Proposed Process for Community Outreach – Unified Plan Update March 2016" posted on the Alaska Department of Environmental Conservation's (ADEC's) public notice website in late March. The update to Annex B of the Unified Plan being considered eliminates the Regional Stakeholder Committee (RSC) and proposes to replace it with a much less efficient and less effective process. From our perspective we see few to no gains in this proposal. Considering that, we, the leadership of Cordova request the proposed amendment be withdrawn and the existing Regional Stakeholder Committee process be retained.

Currently, the Unified Command provides communities with the opportunity to have a seat on the Regional Stakeholder Committee. This process facilitates greater access to information about how the spill will be cleaned up; improved responsiveness to community-based inquiries; access to the Unified Command Center during a crisis; enhanced collaboration among stakeholders and the ability to provide input directly to the Unified Command. From our review the proposed changes would nullify or dilute each of the factors.

We appreciate the additional time ADEC granted to review and collect community input. In that time our concerns and objections to the proposed amendments were further solidified. Based on this, we, the City Council of Cordova, respectfully request the Regional Stakeholders Committee as currently described in the Unified Plan that has been in place for over a decade, remain in place.

Sincerely,

James Burton
Councilor

James Wiese
Councilor

Robert Beetle
Councilor

Tim Joyce
Councilor

Josh Hallquist
Councilor

Tom Bailer
Councilor

From: Matlock, Lisa M. [mailto:lisa.matlock@pwsrcac.org]
Sent: Monday, April 11, 2016 4:52 PM
To: Randy Robertson <citymanager@cityofcordova.net>
Subject: Changes to Regional Stakeholder Committee in Alaska's Unified Plan

Dear Government Official:

This letter is intended to alert your community about the proposed March 25, 2016 amendment to the Alaska Unified Plan to replace the Regional Stakeholder Committee (RSC). The Unified Plan is a federal and state preparedness plan that guides pollution and spill cleanup in Alaska. The Regional Stakeholders Committee is the process and forum that has been used to provide access and information for protection of public and tribal interests, get answers to questions, and convey local input and concerns to decision-makers during a major oil spill incident. Robust community input was a key finding from the Exxon Valdez oil spill, and the Regional Stakeholder Committee has been an avenue to provide that input.

The Alaska Department of Environmental Conservation (ADEC), as a member of the Alaska Regional Response Team, issued this proposed amendment for public comment on March 25, 2016; public comments are due April 29, 2016. The Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) believes this proposed change will adversely affect your community's interests. We recommend that you consider writing to ADEC to oppose this change.

The proposed change is to replace the Regional Stakeholder Committee with two separate groups as follows:

- 1) **Tribal and Local Government Group (TLG):** Made up of tribal leaders (or their designees) and local government officials (or their designees).
- 2) **Affected Stakeholder Group (ASG):** May include Regional Citizens' Advisory Councils (RCACs) landowners, fishing groups, non-governmental organizations, and others.

While on the surface changes to the Regional Stakeholder Committee process appear to improve coordination with local governments by establishing a special Tribal and Local Government Group (TLG), PWSRCAC does not believe this change improves community representation. In the current Unified Plan, local governments are already eligible to participate on the Regional Stakeholder Committee with direct access to the Unified Command and access to important information and decisions made during a spill response. The Unified Command, comprised of federal, state, and responsible party representatives (which may also include a local on-scene coordinator), jointly makes the final decisions on a spill response.

This proposal seeks to place local governments in a new group with less access to the Unified Command, and provide substantially less access to important information and decisions made during a spill response. There are no gains in this proposal for communities, only losses. The proposed change also does not improve response effectiveness.

Currently, the Unified Command provides communities with the opportunity to have a seat on the Regional Stakeholder Committee with:

1. **Access to information about how the spill will be cleaned up**, including complete copy of the Responsible Party's Incident Action Plan that details response activities and all Joint Information Center information that is produced. The Incident Action Plan (IAP) is a document that provides details on the incident status, work assignments, response priorities and objectives, and the sensitive areas that have been identified for protection.
2. **Answers to your questions**, addressing questions raised by the Regional Stakeholder Committee.
3. **Access to the Unified Command and Command Post to know what is happening during the response**, including support for the Regional Stakeholder Committee in carrying out their duties and responsibilities as stakeholder representatives.
4. **The opportunity for experts to automatically represent your interests**, where Regional Citizens' Advisory Councils and local experts have the opportunity to serve on the Regional Stakeholder Committee.
5. **A process for providing input directly to Unified Command**, where communities can provide local knowledge and critical information.

The proposed changes:

1. **Decrease expert representation.** Regional Citizens' Advisory Councils and other local experts with specific oil spill response expertise would no longer automatically be able to play an active role alongside local governments in representing stakeholders in their areas affected by a spill. You may desire to have experts with decades of experience helping to represent your interests during a spill response.
2. **Decrease access to the Unified Command.** The Regional Stakeholder Committee would be replaced with a Tribal and Local Government Group (TLG) and Affected Stakeholder (AS) Group, and direct access to the Unified Command would no longer be guaranteed. Only the Responsible Party's Liaison Officer (who is the point of contact for affected communities during an incident) is directed to take the leadership role with these two groups, which does not guarantee that community issues will be communicated back to government officials within Unified Command. There is no basis for forming separate Tribal and Local Government Group or Affected Stakeholder Groups under the National Incident Management System (NIMS) Incident Command System (ICS) or under Alaska Incident Management System (AIMS).
3. **Decrease collaboration and cooperation.** A separate Affected Stakeholder Group would be formed to partition and segregate local governments and tribes from all other affected stakeholders, reducing communication and collaboration between those groups. Cooperative and collaborative decision making opportunities that currently occur when the entire stakeholder works as one joint group under a Regional Stakeholder Committee to improve the spill response effort would be greatly diminished or disrupted.
4. **Decrease access to information about how the spill will be cleaned up.** Only limited portions of the Incident Action Plan (IAP) may be provided to the Tribal and Local Government Group (TLG) that the Liaison Officer deems to be "pertinent" for the tribes and local government officials. Yet, the Incident Action Plan is the plan the Responsible Party develops to clean up the spill and provides detail that is critical to providing meaningful input to the response. PWSRCAC believes that local governments deserve to know what is planned when a spill occurs in your area.

Additionally, the proposed amendment would trigger a series of amendments that rely on the Unified Plan or are tiered from it. For example, this proposed amendment, if approved, would require subsequent amendments to all 10 Subarea Plans in Alaska, the Alaska Incident Management System

Guide, and all the Oil Spill Contingency Plans that within your community's jurisdiction that currently use the Regional Stakeholder Committee language.

We have attached four documents that may be helpful to you:

1. A copy of the public notice.
2. A copy of the proposed amendment.
3. A summary table that concisely analyzes the proposed changes.
4. A one-page fact sheet.

Please contact Lisa Matlock at 1-877-478-7221 or lisa.matlock@pwsrcac.org if you have any questions on this proposed amendment, or if you need any assistance in drafting comments. If your community is interested in the current Regional Stakeholder Process, let us know and we will provide pertinent links to the current Alaska Unified Plan.

Lisa Matlock

Outreach Coordinator

Prince William Sound Regional Citizens' Advisory Council

3709 Spenard Road, Suite 100 | Anchorage, Alaska 99503 | 907.273.6235

lisa.matlock@pwsrcac.org

Proposed Process for Community Outreach

Unified Plan Update March 2016

Annex B (starting at page B-11) **and Appendix VIII** (starting at page B-30)

During spills or releases, the Unified Command (UC) should consider calling for the formation of stakeholder groups to assist the UC in sharing and receiving information regarding the response effort and any impacts to the region. There are many reasons why a UC should consider a formalized community outreach process; response complexity, environmental sensitivity, public or political concern may suggest formation of Community Outreach groups to better include the community in the incident. Two distinct groups exist for providing information or consultation with the Unified Command. The first includes tribal village and local government representation. The second group is comprised of organizations or stakeholders that may be affected by an incident.

General Guidelines for Community Outreach

1) Tribal and Local Government Group

The United States government recognizes its trust responsibility with tribal governments as set forth in the United States Constitution, treaties, statutes, executive orders, and court decisions. In 1994, the President of the United States issued a presidential memorandum reaffirming the government-to-government relationships with Native American tribal governments. On November 6, 2000, the President issued Executive Order 13175, "Consultation and Coordination with Tribal Governments," which addresses regular and meaningful consultation and collaboration with Native American tribal governments. Similarly, the State of Alaska recognizes the governmental status of the federally recognized tribes within the boundaries of Alaska under Administrative Order 186, signed September 29, 2000.

Both the state and federal governments recognize the role of elected officials from organized communities in addressing issues related to spill response. During a spill incident, when appropriate, the most directly affected community may be offered a seat in the Unified Command to act as the Local On-Scene Coordinator (LOSC). An LOSC is normally identified when the spill, release or response tactic creates a threat to public health and safety. In many cases, the UC may elect to identify an LOSC when there is not a threat to the public, to assist in information exchange with the UC. In situations where multiple communities are affected, the voices of all these communities need to be heard.

Either tribal leaders (or their designees) and local government officials (or their designees) will convene as the Tribal and Local Government (TLG) Group. The TLG Group's role is to convey to the Unified Command information relating to the authority, concerns, and expertise of its members. In addition, the TLG Group allows the Unified Command a mechanism to provide the local and tribal governments with information regarding the progress or direction of the response efforts. The TLG Group is not directly involved in response operations. Participation in the TLG Group does not preclude any federally-recognized tribe from also taking part in direct government-to-government relations with the federal government.

The Unified Command recognizes that the concerns of the tribal leaders and local governments are based on a wide view of potential impacts to the communities as a whole. Potential TLG Group concerns may include, but are not limited to, the following: community impact from increased population, public health and safety, broader economic impacts, cultural issues, and public infrastructure demands.

The Liaison Officer (LOFR) as assigned by the UC, will serve as the lead coordinator for the TLG Group. As exemplified by the on-scene coordinators in the Unified Command, the LOFR from the responsible party, the federal government, and the state government will work their positions in a cooperative, unified manner.

The Unified Command will provide updates and relevant information to the TLG Group through the LOFR.

The TLG Group will communicate its comments or recommendations on incident priorities, objectives, or issues of local concern to the Unified Command by way of the LOFR. The UC will establish a meeting schedule with the TLG as dictated by the needs of the response and communities.

The Tribal and Local Government Group do not replace the federal tribal consultation process. Tribes and the FOSC (or designee) will establish the tribal consultation process when issues arise that require the consultation process.

2) Affected Stakeholder Group

Depending on the incident and its span of impact, a number of organizations or stakeholder groups may be affected. These groups may include Regional Citizen Advisory Councils (RCAC's), land owners, fishing groups, non-governmental organizations, and others. The Unified Command will direct the LOFR(s) to establish an inclusive and robust program for outreach to these organizations or stakeholder groups whose interests in the region may be affected. These interested parties may come together as the Affected Stakeholders (AS) Group. The AS Group will be coordinated and led by the LOFR, who will serve as a conduit to the Unified Command for delivering the recommendations or concerns of the group to the Unified Command and, in turn, providing information and updates from the Unified Command to the AS Group.

The AS Group is intended to address concerns raised by individuals or groups that may represent resource users, land owners, or other affected stakeholders that have more specific or focused issues than the often broader concerns of the TLG Group.

Non-governmental organizations and other regional stakeholders whose interests may be affected by the incident, but who choose not to participate in the AS Group may achieve representation from their local government or tribal representative on the TLG Group.

Figure 1: Basic Organizational Structure for the Unified Command Stakeholder Groups

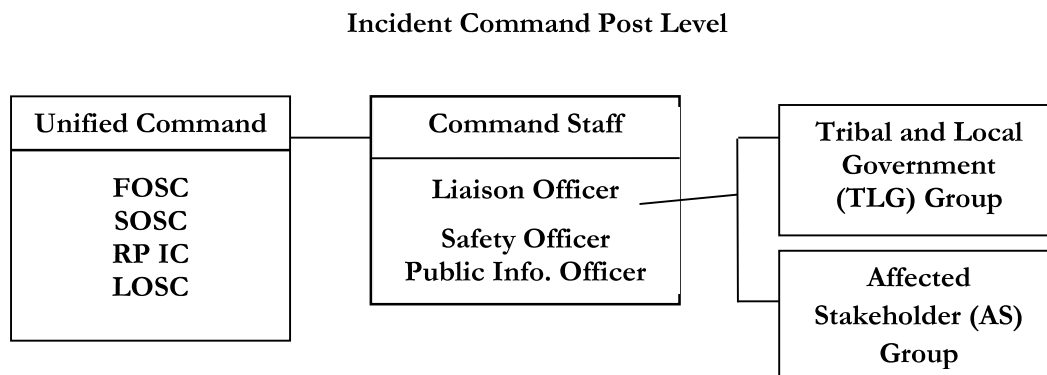


Table 1 - Activity Timeline

Time Period	Activity [Responsible for action]	Notes
Pre-Incident <i>(Preparedness Activities)</i>	<ul style="list-style-type: none"> Identify/maintain stakeholder contact information in Subarea Contingency Plans (SCPs) [Area Committee (AC)]; Conduct Outreach & education for potential stakeholders [AC] and liaison staff [State, Federal and RP]; Identify local area equipment and facility requirements [Federal, State and RP]; Incorporate local community preparedness into required exercise programs [Federal, State and RP]; 	<p>Liaison Officers (LOFR) for Federal, State and Responsible Party (RP) Incident Management Teams (IMTs) should participate in Area Committees (ACs).</p> <p>Based on industry response plan scenarios, ACs may consider drafting regional-specific guidance for their SCPs.</p> <p>Stakeholder preparedness: Government and Industry plan holders should incorporate stakeholders into their plan review & update processes; should conduct tailored stakeholder outreach; and should invite stakeholders to participate in joint preparedness activities that include liaison function objectives (i.e., training & exercises).</p>
Emergency Response Phase <i>(IMT mobilizations)</i>	<ul style="list-style-type: none"> Based on available incident information, identify impacted and potential stakeholders [RP or UC]; Conduct initial stakeholder notifications (LOFR); Coordinate initial incident briefing and updates for stakeholders (LOFR) Provide prioritized report of initial stakeholder issues/concerns to UC (LOFR) 	<p>The Responsible Party (RP) is expected to initiate Community Outreach functions as part of their IMT's mobilization. If the RP is unable to effectively initiate this requirement, the FOSC/SOSC will ensure the process is initiated.</p> <p>When determining potential Group members, consider timing and location of the incident (e.g., spill release potential, spill trajectories, etc.); seasonal marine activities (e.g., fisheries, transiting vessel traffic, tourism, etc.); potential impacted landowners; etc.</p> <p>Initial coordination may be in person or by teleconference.</p>
Project Management Phase <i>(Full UC)</i>	<ul style="list-style-type: none"> Evaluate current Community Outreach capabilities to address evolving incident; If necessary, mobilize additional staff to support Group activities [UC/LOFR]; Coordinate daily meeting schedule [LOFR /TLG-AS]; Ensure close coordination with Public Information Officer (PIO/JIC) to insure consistent information is being passed to stakeholders, the public, and news networks [UC/ LOFR]; As necessary, coordinate tailored stakeholder meetings in affected communities [LOFR /Group members/Community Liaison Officers(s)]. 	<p>If the FOSC initiates the Community Outreach Process during the emergency response phase, the RP's LOFR is expected to quickly transition to a leadership role for continued TLG and AS activities.</p> <p>Formal meeting agenda recommendations: UC incident objectives & priorities; UC planning process and mobilization status; current UC press releases; expectations for TLG and AS member participation; identification of stakeholder issues/concerns; need for public/community meetings; etc.</p> <p>TLG-AS meeting(s) should occur in time for feedback to be considered for incorporation into the UC planning process (e.g., before the daily tactics meeting).</p>

Tab A. The Tribal and Local Government (TLG) Group

Annex A, Appendix VI, Tabs D and E, of this plan outline the requirement for notification of local and tribal governments and describes the roles they may have during a spill. To ensure that local knowledge and resources are integrated into the response effort, as well as to be cognizant of any recommendations or concerns that local or tribal government or their constituents may have, the Unified Command needs to have a channel for communicating with these parties. The Tribal and Local Government Group is this channel for communication. The UC LOFR will be assigned to coordinate the establishment of the TLG Group.

1. TLG Group Membership:

1. TLG Group membership consists of each tribal council leader and mayor (or city manager/ council leader), or their designees, from the respective villages or communities that may be affected by the spill incident.
2. The applicable Subarea Contingency Plans provide a listing of tribal and local governments that may play a role in a TLG Group. Potential TLG Group members should be informed by the UC regarding the process described below and be willing to play an active role in the TLG Group.

2. General Guidelines for the TLG Group:

1. Tribal leaders, designated by the tribe and elected local and borough government officials are the primary representatives for tribal members and/or community residents and offer the best means of citizen access to ensure full local representation.
2. These leaders will be invited by the Unified Command - LOFR to participate in the TLG Group. The tribal leaders or mayor may designate an alternate person to be their representative to the Group.
3. The members of the TLG Group need to be empowered by their constituents to make community decisions and prioritize issues or concerns.
4. The TLG Group members need frequent contact with their constituents. Recurrent meetings chaired by the TLG Group members for their respective communities are critical to ensuring all issues and concerns are identified.
5. The TLG Group will have direct access to the LOFR. The Group's input needs to be considered during the ICS planning cycle.
6. Support of the TLG Group is a Unified Command responsibility. This support can be further enhanced by hosting meetings at the local level. When practicable, a Community Liaison Officer will be designated for a community to assist in the two-way communication with the Unified Command. The Community Liaison Officer can be a representative from any member of the UC. This Community Liaison Officer can assist tribal or local government officials in conducting meetings to share information with local residents about the spill response effort and to get feedback from the local residents.
7. Frequently or as issues arise, the Unified Command will direct the LOFR to schedule meetings with the TLG Group to discuss specific operations or priorities that may affect one or more of the communities, or to hear directly from these leaders their comments or concerns.

3. TLG Group Information Flow Process

In light of past lessons learned, a spill response effort that best meets the challenges faced during an incident is one where management receives regular input from local tribal and government officials and, in turn, provides a consistent flow of information back to these officials. Based on previous incidents, it has been identified that information exchange works most effectively when the LOFR conducts regular meetings with a Tribal and Local Government Group, and the response organization is ready and able to accept and consider the input of the TLG Group. This can be accomplished as follows:

1. The Unified Command, through the LOFR (or directly to the TLG Group during any convened meetings with the group), will provide the TLG Group with the following:
 2. Current and frequent situation updates.
 3. Any information regarding geographic response strategies, potential places of refuge, commercial fisheries or subsistence harvest, or any information regarding the response that might have a direct impact on the community.
 4. All Unified Command Public Information Officer or Joint Information Center produced information or publications.
 5. Responses to questions raised by the TLG Group.
 6. Portions of the Incident Action Plan (IAP) that the UC has determined are pertinent during the response for TLG Group review. Sensitive information such as security procedures, individual personal information, and proprietary information, financial or other information may not be made available to the public during the response.
 7. Support to the TLG Group members in the conduct of their responsibilities.
 8. The TLG Group will provide to the Unified Command, via the LOFR (or directly to the Unified Command during any convened meetings with the UC), the following information:
 - a. Issues that are important to:
 - Tribal or local government leaders.
 - Local residents. Local leaders need to conduct regular meetings with their constituents in order to be aware of the concerns that the local residents may have.
 - b. Resources that are:
 - Available to assist with response activities. These include: staging areas, workers and support personnel; communications equipment or systems; hotel and berthing facilities; heavy equipment; aircraft support; harbor facilities; machine shops and repair facilities for vessels and equipment.
 - Needed in the local area. For example, transportation issues due to vessel traffic lane closures, or the necessity of increased staples and food supplies because of lost subsistence sources or the support of a large influx of response personnel.
 - c. Cleanup assistance that is:
 - Available to assist with response activities. This may include personnel with special expertise, unique spill response equipment, heavy trucks, or useful industrial gear. The Unified Command would be particularly interested in contacting personnel with local knowledge to assist with spill response tactics, wildlife considerations, and safe navigation.
- NOTE: Of particular concern to the Unified Command are issues of an immediate nature. These should be highlighted.*
9. To ensure an effective and successful process, extensive communication will need to take place between the LOFR(s) and TLG Group members and their constituents as information is compiled and questions are answered.

Table 2 Timeline of Activities. A recommended work cycle is provided as follows:

Time Period	Activity
As needed	LOFR distributes the following to TLG Group members, who then forward to their representatives/constituents: situation updates, information from the JIC, any responses to previously submitted questions or concerns, and portions of the IAP suitable for public review during the response.
At a time convenient to most people in the community	Public meetings or other locally determined methods that allow individual stakeholder input to the TLG Group members from their respective communities.
The next day, when feasible	The TLG Group members work with their respective representatives in the local communities to define and resolve issues and answer questions raised by constituents. The TLG Group members must prioritize issues and route pertinent information through the LOFR to the applicable staff within the incident management team.

4. Responsibilities

- a. TLG Group members need to:
 - Be committed to representing their community's interests and concerns within the command structure of the response.
 - Establish a system that allows local residents to provide input to ensure their ideas and concerns are heard. This system should provide a way for the TLG Group to communicate to the locals the feedback and answers received from the Unified Command.
 - Assemble and prioritize any input into the three areas: public health and safety issues, resources, and cleanup assistance.
 - Work with the LOFR to clarify any issues.
- b. The LOFR will:
 - Assist the TLG Group with the performance of their duties.
 - Conduct regular meetings with the TLG Group.
 - Communicate TLG Group information to the Unified Command as clearly and accurately as possible and, in turn, clearly and accurately communicate Unified Command information to the TLG Group.
 - Coordinate and facilitate any direct meetings or teleconferences between the TLG Group and the Unified Command.
 - Oversee the operations of any Community Liaison Officers that are deployed to villages or communities during the response.
 - Ensure that the TLG Group and any Community Liaison Officers are provided regular updates on all pertinent information provided during incident management team briefings.
- c. Community Liaison Officer will:
 - Assist the LOFR as the on-site representative in the community.
 - Assist TLG group leaders with meetings and outreach.
 - Provide an effective procedure for direct contact with Liaison Officer.

Tab B. Affected Stakeholders (AS) Group

Suggested membership of the AS Group should be identified in the Subarea Contingency Plan for the region.

1. The Unified Command will direct the LOFR to establish an inclusive and robust program for outreach to local organizations and stakeholder groups whose interests in the region may be affected by the spill incident. The LOFR will convene the AS Group to address this Unified Command directive.
2. It is the responsibility of the Unified Command to ensure that non-governmental stakeholders have the opportunity to receive information relating to the incident and that the concerns of these groups can be communicated to the Unified Command. Relevant information that the Unified Command can provide to the AS Group includes the following:
 - commercial or sport fisheries closures,
 - subsistence harvest restrictions,
 - general response operations,
 - public health advisories,
 - maritime safety zones,
 - airspace restrictions,
 - or any other information relating to the incident that may affect these organizations, their constituents, or the communities in which they reside or represent.
3. Responsibilities are outlined as follows:
 - a. AS Group members need to:
 - Be committed to representing their constituent's interests and concerns within the command structure of the response.
 - Establish a system that provides a way for the AS Group members to communicate to their membership the feedback and answers received from the Unified Command.
 - Work with the LOFR to clarify any issues.
 - b. The LOFR will:
 - Assist the AS Group with the performance of their duties.
 - Conduct regular meetings with the AS Group.
 - Provide the AS Group with any JIC information, response updates, and any responses to previously submitted questions or concerns.
 - Communicate AS Group information to the Unified Command as clearly and accurately as possible and, in turn, clearly and accurately communicate Unified Command information to the AS Group.
 - Coordinate and facilitate any direct meetings or teleconferences between the AS Group and the Unified Command.

Pending agenda:

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

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

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

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

Date TBD - discussion regarding water charges at the harbor

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

Committees:

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

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

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

Calendars:

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

MAY 2016

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

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





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

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

CCM-Cordova Center Mayor's
Conference Rm



JUNE 2016

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29 	30 Little League Baseball in Cordova	31	1 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB	2	3	4
5	6	7	8 7:00 Sch Bd HSL 7:00 Harbor Cms CCB	9 7:00 HSB CCAB	10	11
12	13	14 Flag Day  6:30 P&Z CCB	15 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	16	17	18
19  Fathers Day	20	21 Summer Solstice 	22	23	24	25
26	27	28	29	30	1	2
3	4	Notes Legend: CCAB-Cordova Center Community Rms A&B HSL-High School Library		CCA-Cordova Center Community Rm A CCB-Cordova Center Community Rm B	CCM-Cordova Center Mayor's Conference Rm	

JULY 2016

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	1	2
3	4  Independence Day-City Hall Offices Closed	5	6 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	7	8 	9
10	11	12 6:30 P&Z CCB	13 7:00 Sch Bd HSL 7:00 Harbor Cms CCB	14 7:00 HSB CCAB	15 Copper River Wild Salmon Festival	16 Salmon Runs
17	18	19	20 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	21	22 Salmon Jam	23 Salmon Jam
24	25	26	27	28	29	30
31	1	Notes Legend: CCAB-Cordova Center Community Rms A&B HSL-High School Library CCA-Cordova Center Community Rm A CCB-Cordova Center Community Rm B CCM-Cordova Center Mayor's Conference Rm				

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

MAYOR AND CITY COUNCIL - ELECTED

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

SCHOOL BOARD - ELECTED

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

LIBRARY BOARD - APPOINTED

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

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

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

PLANNING AND ZONING COMMISSION - APPOINTED

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

HARBOR COMMISSION - APPOINTED

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

PARKS AND RECREATION COMMISSION - APPOINTED

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

seat up for re-election in 2017

termed out in 2017