

Mayor

Clay Koplin

Council Members

Tom Bailer

Kenneth Jones

Jeff Guard

Melina Meyer

Anne Schaefer

David Allison

David Glasen

City Manager

Alan Lanning

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

summer vacation

**Regular City Council Meeting
August 7, 2019 @ 7:00 pm
Cordova Center Comm Rooms
Agenda**

A. Call to order

B. Invocation and pledge of allegiance

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

C. Roll call

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



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

E. Disclosures of Conflicts of Interest and Ex Parte Communications

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

F. Communications by and Petitions from Visitors

1. Guest Speakers
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (CCMCA BoD, School Board Rep)
4. Student Council Representative Report – *summer vacation not present*

G. Approval of Consent Calendar..... (no motion required)(roll call vote)

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

5. Minutes of the 7-17-19 Regular Council Meeting..... (page 1)

I. Consideration of Bids - none

J. Reports of Officers

6. Mayor's Report..... (page 6)

7. Manager's Report

- a. UBS Comparison: Gain/Loss with Fees vs. Short Term Instrument..... (page 7)

8. City Clerk's Report

9. Staff Quarterly Reports – 2019 2Q (April 1 – June 30, 2019)

- a. Cordova Harbor & Port, **Anthony Schinella**, Harbormaster..... (page 8)

K. Correspondence

- 10. July 12, 2019 Mayor letter of support for Tommy Sheridan appointment to NPAFC..... (page 12)
- 11. July 18, 2019 Mayor letter to ANTHC, accepting invitation for site visit..... (page 13)
- 12. July 23, 2019 Letter from Kim Aspelund re Irene Webber bridge naming..... (page 14)

L. Ordinances and Resolutions

- 13. Resolution 08-19-31..... (voice vote)(page 16)
A resolution of the City Council of the City of Cordova, Alaska establishing lease terms for the lease back of facilities in the hippy cove area from the PWSSC

M. Unfinished Business - none

N. New & Miscellaneous Business

- 14. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 28)

O. Audience Participation

P. Council Comments

Q. Executive Session

- 15. Council discussion about the terms of the City Manager's contract – in executive session because the subjects which may be considered are matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government
- 16. Recommendations from City Attorney regarding Beecher v. City of Cordova – in executive session because the subjects which may be considered are matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

R. Adjournment

Executive Sessions per Cordova Municipal Code 3.14.030

- **subjects which may be considered 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.
- **subjects may not be considered in the executive session except those mentioned in the motion calling for the executive session, unless they are auxiliary to the main question**
- **action may not be taken in an executive session except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations**

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Regular City Council Meeting
July 17, 2019 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order

Mayor Clay Koplin called the Council Regular Meeting to order at 7:00 pm on July 17, 2019, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance

Mayor Koplin led the audience in the Pledge of Allegiance.

C. Roll call

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

D. Approval of Regular Agenda

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

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

E. Disclosures of Conflicts of Interest and ex parte communications

Council member **Meyer** stated she is conflicted on item 12 since she is the licensee and she is also conflicted on item 2 as she will give public comments on that agenda item. **Mayor Koplin** agreed and asked her to recuse herself for those items as they came up.

F. Communications by and Petitions from Visitors

1. Guest speakers - none

2. Audience comments regarding agenda items - Council member **Meyer** left the council table in order to speak as a member of the public on an agenda item.

Keith Kroll full time resident of almost 4 years in Cordova, just built a house and a full-time employee at CCMC. He is here to speak about CCMC and the PERS issue, he'd like some transparency and he said a lot of employees at the hospital are very concerned about it. He said it is their retirement and he doesn't think the rest of the City is behind in PERS payments. There are a few nurses that started work here over a year ago and they have not even been registered in the system, yet they've been taking money out of their checks. He wondered what the plan is. **Mayor Koplin** said that he probably wouldn't get a response to that right now, but it is good feedback for the council to hear these comments. **Kroll** asked what a good next step for him would be. He said he isn't getting any answers at the hospital. **Mayor Koplin** said that Council has prioritized this. **Manager Lanning** said he would come over and chat with him.

Melina Meyer of 500 Cannery Row is speaking to the marijuana license she is in the process of getting with the State. The Marijuana Control Board met last week and approved it contingent on her following through with the last few steps, then the director would actually be issuing the license. The last few steps are some inspections, Fire Marshal, ADEC, then she is looking forward to opening a new business in Cordova. If there are questions when it comes up on the agenda, she'd be happy to help answer those.

Mayor Koplin thanked her for declaring the conflict and speaking to Council tonight as a citizen and prospective new business owner. Council member **Meyer** sat back down at the Council table.

3. Chairpersons and Representatives of Boards and Commissions

CCMCA Board - no one was present to report

School Board - no one was present to report

4. Student Council Representative Report - was not present

G. Approval of Consent Calendar - none

H. Approval of Minutes

M/Bailer S/Meyer to approve the minutes.

5. Minutes of the 7-3-19 Council Public Hearing

6. Minutes of the 7-3-19 Regular Council Meeting

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

I. Consideration of Bids - none

J. Reports of Officers

7. Mayor's Report - **Mayor Koplin** had a written report in the packet he added: 1) he didn't intend this to drag on for 2 or 3 months but, **Manager Lanning's** 3-year contract will be up in October, he has expressed interest in extending and Council has approved that extension. Due to meeting continuity and attendance, we have not been able to get that executive session in the packet and get that draft contract in a packet to get in front of council - he suggested a special meeting to get that done, it's been confusing to the public, to the manager, to the Council - as we are hiring a new manager and yet haven't clarified the terms of the extension yet; 2) along with that, **Mayor Koplin** said we need to get **Manager Lanning** some direction about the staffing plan he's laid out - feeding into the concept of a Deputy Manager, as well as the execution of our strategic plan which includes Capital priorities; 3) as far as the state budget - vetoes were not overturned, the **Governor** has called them to reconvene in Juneau - he's been in touch with **Bitney, Representative Stutes** and **Senator Stevens** - neither of them is satisfied at all with the AMHS schedule, Cordova is getting cut disproportionately compared to the rest of the state, for the record, 8 months no service for Cordova from September 15 - May 15; we'll schedule some kind of public meeting in the next couple of weeks and deadlines to remember are: comments due by July 26 and public hearing to testify is on July 29; 4) PCE is another hit in the budget, would impact the City's electric bills by about \$100 - \$150K and would mean increases of about 25% in the residential rate class in Cordova.

8. Manager's Report - City Manager **Alan Lanning** reported: 1) mentioned the waterfront plan a while back which was the \$72 million plan that PND helped with when our federal delegation was looking for projects. **Mayor Koplin** interjected that was in January 2017, we have a copy of that report we should circulate to Council (this was back when Trump first came into office and he had prioritized waterfront infrastructure); 2) **Lanning** said he'd be interviewing a prospective finance director next Wednesday. He yielded his time to Public Works Director and then to City Planner.

Samantha Greenwood, Public Works Director reported: 1) second street grant - cost estimate from the state came back at \$8.1 million, she had initially guessed closer to \$4 million - 10% of that would be \$800 k, we'd almost need to do the 10% match to garner the most points on the competitive application, this is for Council to consider - maybe think of some creative ways to come up with that match, community entities who might be of assistance - at some point she'll be back possibly asking for that \$800 k, 10% match - the deadline for the application is September 15 so it could be soon; 2) on the water side, **Greenwood** reported that we are not out of the woods yet but, the rain helped Orca went from 200 gal/minute to 700 gal/minute which allowed us to turn down Meals to 200 gal/minute and the reservoir went from 5 feet below the spillway to 3 feet below the spillway - we gained ground but for the next 7 days the forecast shows no measurable precipitation so we need to remain vigilant - our goal is to keep working on getting the reservoir level as high as possible.

Mayor Koplin said that **Greenwood** also had a quarterly report in the packet if Council had any questions/comments. **Meyer** said she enjoyed the pictures; **Mayor Koplin** agreed he said it really brings the announcements and notices to life. **Leif Stavig**, City Planner gave a brief Comprehensive Plan update: the draft plan is out, he is very pleased with it, it takes all the public meetings and input and distills it into a readable form with action items, shares a little about our community, the format is great - a shorter executive summary which cuts out a lot of the detail - only about 15 pages, easy to read. The full plan is quite a bit longer and then the backup documentation, addendum which is over 100 pages. We are in the comment period, until the end of August. In October we will work on getting the plan adopted. There will be a comp plan committee recommendation to Planning Commission then Planning Commission to Council. It would be nice for those parts to go smoothly meaning the comments, even by those on the committee, commission and council should be made now directly on the plan website then they can be handled before we get to the approval part. There is also a visitor survey out - if anyone has had guests visit please ask them to fill out a short visitor survey.

Mayor Koplin reverted back to Mayor's report as he forgot to mention that last week the small group in the Agnew Beck healthcare facilitation met, he also said he'd send a response to ANTHC's invitation. The meeting was very positive he said, they arrived at some real actionable items, some information sharing. He said he finally has a grasp of NVE's role with Indian Health Services and ANTHC's role in that as well and SEARHC's role. **Mayor Koplin** said he feels like they are a big step closer to clarity and also closer to maybe getting some interest on the table. Very tight timelines were laid out and First Alaskans had offered their resources to come back - so we will reach out to them. That was Agnew Beck's last meeting, they will get their summary report to NVE and he feels like it was a great handoff and Council will see some action here in the next couple of months.

Bailer had a question for the City Manager - he said the Mayor had mentioned the reorganization that you've been working on, he said it would be helpful for him and probably all the Council if he could give them a cost-analysis of the reorganization. Also, he'd like to see the organization chart of staff currently and what that would look like with what he

is wanting to switch it to – **Bailer** said he’d like these in writing. He said that would be really helpful for Council to have to make up their minds about this – especially the cost-analysis.

9. City Clerk’s Report – **Bourgeois** had a written report in the packet, including the APOC advisory opinion which she explained – basically, the City, the staff, the Council, and all the citizens in Cordova are exempt from campaign finance disclosure per having had a vote of the people to do so in 1975. As far as her work of late, she has spent a lot of time on the City Manager search, the assessment committee process and she put together agenda item 11 but is wondering if that has been silly based on the Mayor’s comments about an extension having been approved by Council. She did not believe that had as of yet been approved by City Council. **Mayor Koplin** agreed, that is what he was getting at, that it did still need to come before Council for approval. **Bourgeois** also said that **Meyer** and **Schaefer** have expressed interest in the AML conference in November and she believes it is an important year to send a few people based on what’s happening with the state budget, would be a good time to network with Council members from across the state – AML is much more than just training.

a. APOC Advisory Opinion: City exemption from AS 15.13 campaign disclosure

10. Staff Quarterly Reports – 2019 2Q (April 1 – June 30, 2019)

a. Information Services, **Jason Gabrielson**, Department Director

b. City Investments, **Chad Adams**, UBS Financial Services Inc

c. Parks and Recreation, **Susie Herschleb**, Department Director

d. Public Works Department, **Samantha Greenwood**, Director

e. Cordova Historical Museum & Cordova Center, **Mimi Briggs**, Director

f. Cordova Public Library, **Debbie Carlson**, Director

Bailer asked about the Parks and Rec report and the Bidarki roof – he wondered what the cause of that problem was. **Lanning** said it dates back to snowpocalypse. **Manager Lanning** discussed the handout from UBS – the blue graph showed the fees annually as basis points: 2010 was 37, 2011 was 36, it saw a high in 2015 of 74. He said as Council member **Bailer** has suggested though, he will get a more succinct 4- or 5-line document for Council to read and also will get it updated. **Lanning** clarified that the basis points are a percentage of the starting balance of that year. City Clerk **Bourgeois** said the document also has a comparison of what a US Treasury bill (mean to be similar to how the City used to invest its money) was receiving for dividends and interest, obviously, considerably less.

K. Correspondence – none

Mayor Koplin mentioned having written a letter of support for **Tommy Sheridan** for appointment to the NPAFC.

L. Ordinances and Resolutions – none

M. Unfinished Business – none

N. New & Miscellaneous Business

11. Council discussion/staff direction concerning City Manager search Assessment Committee tasking/role

Mayor Koplin explained what had happened so far. Council told him to get with staff and begin advertising. He did that and the ad went out. This item shows some of what has been done in the past, questions asked, formation of the committee, roles, etc. He said there have been times when we have received 50 or more applications, some of which do not even meet the minimum requirements, so the committee has assisted with paring that down, a set of outside eyes to facilitate Council’s review. Council can still get all applications for review. **Meyer** asked if the letter in the packet was going to be sent, if so, she thought it would be appropriate to add that we had named **Jim Kacsh** as the chair. **Bailer** responded to the memo in the packet which asked if Council had opinions on other job search websites or other creative ways to advertise the position. He suggested local newspapers or other such techniques to get it advertised to local communities across the state; cherry pick other towns, from Valdez to Barrow – possibly to target people looking to move within Alaska. **Bailer** said his opinion is someone with Alaska experience/Alaska ties, Cordova ties, even if some training might be required, he thinks it would be money well spent. **Meyer** commented that maybe this should get looked at again after our special meeting, the timeline might be clearer for those interested in something down the line a little bit.

Bailer said there are 2 committee members in the audience, he wondered if any had input or questions. **Dan Logan** approached the table and said he had a few process questions, but he imagined the **Mayor** would cover that at the first meeting of the committee. He pointed out page 71 in the packet which lists hiring criteria on a grid, he would like to know how that will work and would like to know if these criteria are weighted. **Mayor Koplin** and Council didn’t say specifically, that would be something to consider before tasking the committee. **Cathy Renfeldt** approached and asked some process questions too. She wondered if the committee will be in touch with applicants directly via email, to ask such things as the essay questions listed here. **Mayor Koplin** said that would be more the HR department at City Hall

doing that. He tried to summarize the process: read through applications, score them using the guidelines given, then tally the committee's scores and 5 or 6 or a certain number will clearly rise to the top and those can be forwarded on to City Council. Committee members might also participate in candidate meet and greets that Council puts on once the field is narrowed to just the 2 or 3 that come for in-person interviews. Council might ask for committee input on such face to face time. Generally, the committee might not need more than 2 or 3 meetings. **Renfeldt** also asked about the timeline. She said it sounds as though we are still in recruitment phase; is there a date set for first review. **Bourgeois** said the ad says August 15. **Renfeldt** asked if that is set in stone or may it be determined by number of applicants. **Mayor Koplin** said it may be dependent on that as well as on scheduling a meeting of the committee and clarifying the contract and timelines with **Manager Lanning**. **Bourgeois** reiterated the question regarding whether any Council had suggestions on further advertising. She heard Council members **Bailer's** request and said she would look into creative methods of statewide advertising; she asked if there was other input. **Mayor Koplin** suggested to Council that they hold off on more advertising until they have a special meeting. **Bailer** asked why we would not want to advertise. **Mayor Koplin** responded that it would be better if we had specific timelines, in case the contract is extended for 6 months or a year, there would be more clarity. **Glaser** and **Bailer** said that (6 months or one-year contract) was not a discussion ever had by Council - **Mayor Koplin** said in speaking with the City Attorney, there are systemic/structural considerations if you think about a month-to-month basis; we'll have to discuss that at the special meeting. **Glaser** said yes, we will certainly need to have that discussion. **Bailer** said he would still be in favor of continuing the search.

12. Council action to protest or waive protest of Retail Marijuana Store License 14416 for Melina Meyer dba *The New Company Store* - Council member **Meyer** left the Council table due to her conflict of interest on this item.

M/Bailer S/Guard to waive protest of marijuana license #14416 (Retail Marijuana Store) for Melina Meyer dba The New Company Store.

Vote on the motion: 4 yeas, 0 nays, 2 absent, 1 conflict of interest. Allison-absent; Meyer-coi; Jones-yes; Guard-yes; Glaser-yes; Bailer-yes and Schaefer-absent. Motion was approved.

Council member **Meyer** returned to the Council table.

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

Council scheduled a special meeting for the Manager's contract on Wednesday July 31 at 6pm - **Bailer** said we should definitely have the lawyer on the phone for this. Council decided that the August 7 work session will be a Council discussion about CCMC, NVE - plans, ideas for the future, what Council is interested in doing.

O. Audience Participation

Dan Logan of 2.2 Mile Whitshed said the hospital discussion caught his attention, he has a long history with health services board, he opined that the decision Council will make about the hospital is probably the most important one you will make as council members. He wants them to really pay attention and he wonders what the hospital is worth. He warned that you'll discuss it without a lot of people present but as soon as you start making decisions this place will be full of very interested people. He said they should be ready, and he wished them luck.

Cathy Renfeldt Executive Director of the Chamber of Commerce gave an update - 2 very successful events recently, 4th of July, estimated at 750-1000 people attended and salmon jam was this past weekend - went really well, great outcome, no big issues, the Cordova At Council is who puts that on as a fundraiser and they were successful. Fungus Festival is just over a month away and we are starting to prepare for that. She has also been working on advocacy for AMHS and the Capital budget in Juneau. There is a transportation committee meeting. The chamber recently hired a half time staff member, **Jessica Hoover** thanks to increased membership and revenue as well as council support. **Bailer** thanked **Cathy** for doing such a great job. **Mayor Koplin** asked if she could give an update about UnCruise. She met with their development staff member in Cordova recently, she had several meetings while here - starting in 2021 they will stop weekly in Cordova from mid-May through mid-September. Right now, what they need most is access to land in PWS where they can stop and explore, between ports - Cordova is really their only port call, they focus on bays, beaches, pristine wilderness areas, wild landscapes for their clients/passengers to explore. The main obstacle is USFS permitting is difficult to navigate for Chugach NF lands. One piece of infrastructure we are lacking is ground transportation. A couple of vans or a bus tour would be a great addition to Cordova's tourism infrastructure.

P. Council Comments

Glaser thanked citizens for public comments tonight.

Bailer thanked everyone for showing up.

Meyer as far as AMHS they saw a 23% funding cut and Cordova got a 66% service cut. Glad that the healthcare plan with NVE is in the works - she hopes we can be good partners with them. Thanks to the audience for participating tonight.

Q. Executive Session

~~14. Recommendations from City Attorney regarding Beecher v. City of Cordova in executive session because the subjects which may be considered are matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government~~

This executive session was not needed.

R. Adjournment

M/Glasen S/Bailer to adjourn the meeting.

Hearing no objection Mayor Koplin adjourned the meeting at 8:43 pm.

Approved: August 7, 2019

Attest: _____
Susan Bourgeois, CMC, City Clerk

DRAFT

City of Cordova
Mayor's Report
August 1, 2019

I have focused most of my efforts on Marine Highway system concerns over the past two weeks. The July 17th Cordova Chamber of Commerce meeting, the July 24th KCHU 88.1FM Coffee Break, the July 27th House Transportation Committee meeting in Cordova, and the July 29th verbal testimony to the Alaska Marine Highway System were all opportunities to listen to and share the Cordova AMHS needs. The 8-month winter schedule of no service is unacceptable, and I have been emphasizing our long term need for daily service, and at least an emergency baseline of twice monthly service this winter as new vessels are being constructed. Special thanks to Cathy Renfeldt, the Cordova Chamber of Commerce Executive Director, for her efforts, talking points, participation and leadership in securing service for the coming winter as a tireless advocate for Cordova businesses. Also, thanks to Representative Louise Stutes for the \$5M AMHS amendment to provide resources for Prince William Sound service this winter; hopefully it will survive the budget approval process.

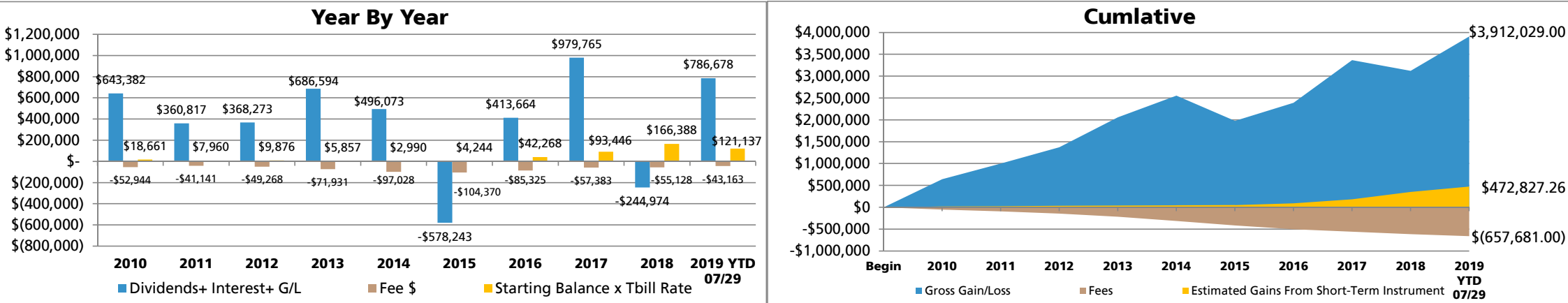
I will be on vacation from August 3 - August 18 and appreciate Councilman Allison chairing the August 7th meeting in mine and the Vice Mayor's absence.

Have a great week Cordova

Mayor Clay Koplin

Comparison: CoC Gain/Loss with Fees Vs Short Term Instrument

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019 YTD 07/29	Cumulative \$ / Average %
Starting Balance	\$ 14,354,842.00	\$ 11,370,874.00	\$ 12,345,567.00	\$ 11,714,570.00	\$ 14,949,257.00	\$ 14,148,303.00	\$ 16,256,997.00	\$ 11,395,795.00	\$ 9,142,193.00	\$ 8,842,091.00	
Net Deposits/Withdrawals	\$ (3,574,407.00)	\$ 655,016.00	\$ (950,000.00)	\$ 2,619,672.00	\$ (1,200,000.00)	\$ 2,791,308.00	\$ (4,500,000.00)	\$ (3,175,984.00)	\$ -	\$ (269,000.00)	
Dividends+ Interest+ G/L	\$ 643,382.00	\$ 360,817.00	\$ 368,273.00	\$ 686,594.00	\$ 496,073.00	\$ (578,243.00)	\$ 413,664.00	\$ 979,765.00	\$ (244,974.00)	\$ 786,678.00	\$ 3,912,029.00
Fee \$	\$ (52,944.00)	\$ (41,141.00)	\$ (49,268.00)	\$ (71,931.00)	\$ (97,028.00)	\$ (104,370.00)	\$ (85,325.00)	\$ (57,383.00)	\$ (55,128.00)	\$ (43,163.00)	\$ (657,681.00)
Fee \$ / Starting Balance	0.37%	0.36%	0.40%	0.61%	0.65%	0.74%	0.52%	0.50%	0.60%	0.49%	0.52%
US Treasury Bill - 3 Month	0.13%	0.07%	0.08%	0.05%	0.02%	0.03%	0.26%	0.82%	1.82%	1.37%	0.47%
Starting Balance x Tbill Rate	\$ 18,661.29	\$ 7,959.61	\$ 9,876.45	\$ 5,857.29	\$ 2,989.85	\$ 4,244.49	\$ 42,268.19	\$ 93,445.52	\$ 166,387.91	\$ 121,136.65	\$ 91,857.18



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CORDOVA PORT & HARBOR DEPARTMENT

TO: City Manager/City Council
 FROM: Harbormaster Schinella
 DATE: 7/01/2019
 RE: Quarterly Activity Report Apr-Jun 2019

Exclusive Slips Assigned	680 out of 711 Total Slips			96% Occupancy (as of 6/30/19)
	Apr	May	Jun	Total
Vessels Charged Daily Rate	1	5	10	15
Vessels Charged Monthly Rate	0	3	3	6
Vessels In Impound Status	4	5	4	4

Port Arrivals:

Shoreside	1	1	3	5
Samson	2	3	2	7

Used Oil Collected (Jan-Jun)	10,520 Gals
Used Oil Collected (Mar-Jun)	7155 Gals
Used Oil Delivered (Jan-Mar)	2850 Gals
Used oil shipped out (Jan-Mar)	0 Gals

Vessels Towed	0
Vessels Pumped	10
Vessel Bilges Pumped	10

Vessel Haul outs Apr-Jun 2019	85
Vessel Haul outs for 2019	105

GENERAL ACTIVITIES

- Transferred used oil from sorting tank to storage tank
- Delivered 1700 gals of used oil to High School
- Re-installed 10 electrical pedestal and meter bases
- Rebuilt K-70/72, K85/87
- Delivered 1150 gals of used oil to the City Shop
- Rebuilt J-49/51, J-50/52, J-6/8, J-45/47
- Removed weeds growing on J floats
- Installed triangle brace grating on J-77, J-78, J-79, J-80
- Installed electrical pedestals on all newly rebuilt finger floats
- Replaced splash boards on J-103/105, J-107/109
- Installed benches at 2nd approach
- Working on Build Grant with PND Engineering and Sam Greenwood

CORDOVA PORT & HARBOR DEPARTMENT

- Replaced 30-amp breaker and outlet at C-15
- Responded to vessel Celestial Seas taking on water
- Prepped 3 sets of triangle dock stiffeners for slip rebuild project
- Repaired 5 water leaks in South Harbor
- Conducted security duties 7 times for Samson Tug & Barge offloads
- Responded to vessel taking on water on L-float
- Replaced rotted out planks on PWSSC approach
- Monthly bills for vessel moorage and storage
- Working on Tier 1 Grant with Sam Greenwood
- Replaced rotted out planks on Loading dock
- Changed out one set of tires on Travelift
- Conducted dock rounds daily
- Cleaned restrooms
- Pumped and cleaned oil collection sumps
- Completed 8 Smartash burner cycles
- Cleaned EVOS room
- Picked trash out of the water throughout the harbor
- Installed new turning gear, hydraulic pump, motor and repaired leaky cylinder on City Dock hoist
- April snow removal
- Picked up trash around dumpster areas
- Sent out annual and monthly invoices
- Repaired damaged bull rail on D-5
- Repaired bull rail on H-float
- Replaced split hydraulic hose on 3 stage hoist
- Northern Light Electrical reconnected power to rebuilt floats
- Cleaned up diesel spill between I and J floats
- Installed the last two sections of North Ramp floating dock
- Weed wacked grass along side walk in South Harbor
- Installed new tires and rims on 6 Harbor carts
- Installed rebuilt turning gear on Loading dock hoist
- Worked with Water Dept to get RV dump station working. Working on getting proper signage

CORDOVA PORT & HARBOR DEPARTMENT



Rebuilt finger from J-float on trailer ready to back in the water

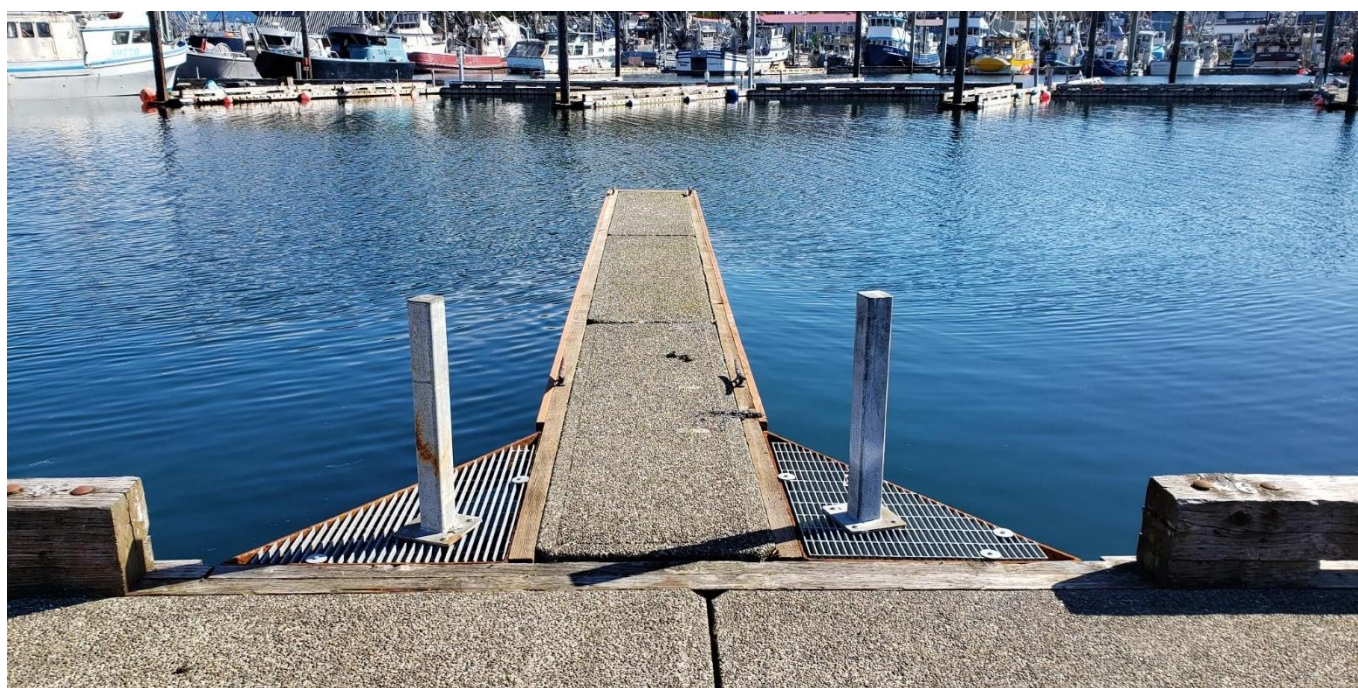


Drilling splash boards for finger float rebuild

CORDOVA PORT & HARBOR DEPARTMENT



Diesel fuel spill clean up



Rebuilt finger float

CITY OF CORDOVA



July 12, 2019

State of Alaska
Office of Boards and Commissions
550 West 7th Avenue, Suite 1700
Anchorage, AK 99574

Dear Sirs and Madams:

On behalf of the City of Cordova, I am writing to support the appointment of Mr. Tommy Sheridan to the North Pacific Anadromous Fish Commission (NPAFC) on behalf of the State of Alaska's advisory panel to the commission.

As a lifelong Alaskan who has worked in and around commercial, subsistence, sport, and personal use fisheries, and as a mayor whose primary focus has been fisheries management and sustainability, I cannot recommend a stronger candidate for this position, and encourage you to give it strong consideration.

Tommy has engaged in the fisheries in many capacities including Alaska Department of Fish and Game biologist, fish processing fleet supervisor, Cordova Fisheries Development Committee charter member, and a host of others; private, volunteer, or appointed.

Tommy's key attributes are a strong skills and education base, articulate communications, and a vision for sustainably managing and growing Alaska and North Pacific Seafood assets for the benefit of all user groups.

Please consider appointing Mr. Sheridan to this important position.

Respectfully,

A handwritten signature in blue ink that reads "Clay R. Koplin". The signature is stylized with a large, looped "C" and "K".

Clay Koplin, Mayor
City of Cordova

CITY OF CORDOVA



July 18, 2019

Roald Helgesen, CEO and Administrator
Alaska Native Tribal Health Consortium
40000 Ambassador Drive
Anchorage, AK 99507
rhelgesen@anthc.org

Sent and CC'd via Electronic delivery

Dear Roald,

There was a very productive meeting in Cordova on July 10 between City staff, Cordova Community Medical Center Authority staff, City Council leadership, CCMCA Board Members and Native Village of Eyak staff, NVE Tribal Council leadership and Ilanka Community Health Center staff. We would like to build on those understandings and commitments and pursue your offer for a tour and overview of operations at ANTHC. City Manager Alan Lanning, Interim CCMCA Executive Director Randall Draney and I will be budgeting/coordinating a site visit and will contact you soon to arrange a time to meet with you. Thank you for the offer, we look forward to meeting with you.

Sincerely,

A handwritten signature in blue ink, which appears to read "Clay R. Koplin".

Mayor Clay Koplin
City of Cordova, Alaska

CC: Darrel Olsen, Chairman, Native Village of Eyak
Andy Teuber, Chairman and President, Alaska Native Tribal Health Consortium
Robert Henrichs, Chairman, ANMC Joint Operating Board
Jan Vanderpool, CEO & Administrator, ANTHC

July 23, 2019

Clay Koplin
Mayor, City of Cordova
P.O. Box 1201
Cordova, AK 99574

RE: Naming of Bridge

Dear Mr. Koplin,

I'm writing to follow up on our interest in naming a Copper River Highway bridge after my mother, Irene Webber, who did so much to encourage fitness and healthy living for herself as well as within the community of Cordova.

Irene first learned to run in 1979 and studied all the professional guidebooks of distance running. She had a vision of a Running Club and a community event. From that became the first marathon run starting in 1986 in which she was the only runner.

The Alaska Salmon Runs was born and to accompany the marathon, over time Irene added four other distance events so that everyone could participate by running a distance that matches their ability. She advertised our run in many Running magazines. Irene was so excited about the runners who came from other countries (Japan, Brazil, South Africa) to run in what is now part of a destination weekend festival.

Irene and the Cordova Running Club slowly built up the equipment and inventory for running a carefully organized public event. She purchased all the mile marker cones, her family helped make sandwich boards and chase car signs to urge caution for runners on the road, and got local artists to help with making race headquarters decorations.

Each year she recruited about 30 volunteers to help put on the event, and coordinated the public safety aspects of a distance running event with the volunteer Emergency Medical Services team, the Cordova Community Medical Center, and the Cordova Police Department.

Her passion for running inspired the creation of this popular community event that continues today and draws visitors to Cordova to experience running across our renowned Copper River Delta.

This year, we have hosted about 28 marathoners and almost 300 runners altogether, with 70 of those runners coming from out of town (from all over the country) to participate in the Alaska Salmon Runs. This year's event was an Honorary Celebration of Irene's life and her dedication to her community.

Irene has also supported the Cancer Society by doing much needed volunteer work and started the Cancer 2 X 2 Walk/Run, another event that continues to this day.

She has also been a volunteer supporter for the St. Jude's Children's Hospital where she organized a community bike event. Yet, another way to get our community into health and fitness.

Our family would like to ask for your support in adopting a Resolution of Support for naming a Copper River Highway Bridge after our mother in honor of her achievements and dedication to creating an event that continues as well as to celebrate sobriety, fitness and community well-being.

Thank you so much for your consideration. Please contact me at any time if you have any questions or need additional information.

Sincerely,

Kim (Webber) Aspelund
(907) 227-7220
yourfriendkim@hotmail.com



COUNCIL MEETING ITEM 13
City Council Meeting Date: 8/7/2019
CITY COUNCIL COMMUNICATION FORM

FROM: Alan Lanning, City Manager
DATE: 8/7/2019
ITEM: Lease back of PWSSC property
NEXT STEP: Council Direction

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** The City of Cordova intends to lease back the entire parcel sold to the PWSSC AT Hippy Cove including 3 camp sites; the parking area and open space, until the project for a new Science Center gets under way. The lease is cost free to the City in exchange for the same value in property taxes paid by PWSSC. The new lease back is intended to offset the costs for both entities. The City receives a cost/free lease and PWSSC pays no property taxes during the term of the lease, about \$1,000 in reciprocal value.
- II. **RECOMMENDED ACTION / NEXT STEP:** Council direction. Suggested motion, "I move to approve Resolution, 8-19-31, establishing lease terms for the Hippy Cove open space, parking area and camping sites, with PWSSC."
- III. **FISCAL IMPACTS:** This is a dollar for dollar offset.
- IV. **BACKGROUND INFORMATION:** The sale of the property to PWSSC has been a partnership from the beginning in an effort to demonstrate strong support for a new facility and the value the Science Center brings to Cordova. In the short term the City did not wish to lose the ability to rent the camping sites or other property amenities, so a lease has been prepared to lease back the property to the City. Rather than carve out specific value pieces, the City is simply leasing the whole property, at the same value rate as the property taxes. The value of the partnership far outpaces the small amount of net revenue that might be produced by carving out specific areas and valuing against the overall property tax value.

V. **LEGAL ISSUES:** None that we are aware of. Reviewed by all attorneys.

VII. **SUMMARY AND ALTERNATIVES:**

Approve the lease.

Not approve the lease.

Suggest another alternative.

**CITY OF CORDOVA, ALASKA
RESOLUTION 8-19-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
ESTABLISHING LEASE TERMS FOR THE LEASE BACK OF FACILITIES IN THE HIPPY
COVE AREA FROM THE PWSSC**

WHEREAS, the City of Cordova agreed to sell the property containing certain facilities in the Hippy Cove area to the Prince William Sound Science Center, including the parking area, camp sites and open spaces; and

WHEREAS, the City of Cordova Parks and Recreation Department desire to continue to use the camp sites, parking area and open space for public benefit; and

WHEREAS, the PWSSC is not yet ready for construction of the new campus facilities; and

WHEREAS, the City of Cordova and the PWSSC desire to enter into a mutually beneficial partnership for the continued use of the facilities, in exchange for similar value:

NOW, THEREFORE, BE IT RESOLVED that the City Council of Cordova, Alaska, hereby approves Resolution 8-19-31, establishing lease terms for the lease back of facilities in the Hippy Cove area from PWSSC, according to the terms of the accompanying Lease:

PASSED AND APPROVED THIS 7th DAY OF AUGUST, 2019

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA
Cordova, Alaska**

LEASE

THIS LEASE ("Lease"), effective as of the date of the last signature below, is entered into by and between the **PRINCE WILLIAM SOUND SCIENCE AND TECHNOLOGY INSTITUTE**, an Alaska nonprofit corporation doing business as Prince William Sound Science Center ("Science Center"), and the **CITY OF CORDOVA**, an Alaska municipal corporation, ("Lessee").

RECITALS

WHEREAS, Lessee desires to lease a tract of land from the Science Center, and the Science Center desires to lease a tract of land to Lessee, on the terms and conditions set forth herein; and

WHEREAS, the Science Center intends to utilize this tract of land in the future for Science Center programs and facilities.

WHEREAS, Lessee has been in possession of the tract of land since Lessee's sale of the property to the Science Center.

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

1. LEASE OF PREMISES

The Science Center leases to Lessee that certain tract of land, together with the improvements situated thereon, located within the Cordova Recording District, Third Judicial District, State of Alaska, and within the City of Cordova, more particularly described as:

Alaska State Land Survey No. 2001-5, according to the official plat filed under Plat No. 2006-9, in the records of the Cordova Recording District, Third Judicial District, State of Alaska ("Demised Premises").

2. LEASE TERM

A. Lease Term. The Lease Term is fifteen (15) months, commencing on **January 1, 2019** ("Commencement Date") and expiring on **March 31, 2020** ("Termination Date"), unless earlier terminated in accordance with the terms of this Lease. For avoidance of doubt, all of Lessee's obligations under this Lease commenced as of January 1, 2019 regardless of the date of execution of this Lease.

B. Lease Extension. If Lessee remains in possession after the Termination Date with the Science Center's consent, the Lease shall be on a month-to-month basis, terminable by either party with thirty (30) days' written notice.

3. RENT

A. Base Rent. Lessee is not required to pay a base rent rate during the Term, however, its possession is contingent upon its fulfillment of its other obligations under the Lease. Both parties are satisfied with the good and valid consideration exchanged as part of this Lease, which for Lessee includes its use and enjoyment of the Demised Premises, and for the Science Center includes the benefit received from Lessee's responsibility to pay the costs specified by this Lease, including but not limited to real property taxes (if any) for the Demised Premises. In addition, Lessee agrees to pay the costs of insurance coverage for the Demised Premises, and the costs of maintaining the Demised Premises. However, nothing in this

section shall limit the Science Center's right to collect holdover rent if Lessee fails to vacate the Demised Premises when required to do so under the terms of the Lease, as further described in Section 16.

B. Additional Charges. Any sums owed pursuant to this Lease (all collectively "Additional Rent") shall be due within ten (10) days of invoicing and shall be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, to the address provided for notice to the Science Center, or to any other place that the Science Center may from time to time direct in writing. Additional Rent not timely paid accrues interest at the rate of ten percent (10%) per annum. Without limiting in any way Lessee's payment obligations, the Science Center shall have the right, but not the obligation, at all times during the Lease term, to pay any charges levied or imposed upon the Demised Premises that remain unpaid after the same have become due and payable, and the amount paid, plus the Science Center's reasonable expenses, shall be Additional Rent due from Lessee to Science Center.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Demised Premises shall be limited to Lessee's tent platform and RV parking space rental operation through the Parks and Recreations Department, and uses ancillary to that primary use. The Demised Premises shall not, without the Science Center's prior written consent, be used for any other purpose.

B. Repairs and Maintenance. Lessee shall keep the improvements on the Demised Premises in a neat and orderly state and the same condition as existed at the commencement of the Lease Term, reasonable wear and tear and damage by fire or other casualty excepted.

C. Inspections. The Science Center has the right, but not the obligation, to enter the Demised Premises at all reasonable times to inspect the use and condition of the Demised Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act necessary for the safety or preservation of the Demised Premises. The Science Center shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the Science Center's entry onto the Demised Premises, except for damage resulting directly from the acts of the Science Center or its authorized representatives or agents.

D. Compliance with Laws. Lessee shall maintain and repair the Demised Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Demised Premises for any purpose prohibited by law or which would cause a cancellation or increase in premium of any insurance policy covering the Demised Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 8.B of this Lease) to be brought upon, kept, or used in, on or about the Premises.

E. Lessee's Acceptance of Premises. Lessee has inspected the Demised Premises to its complete satisfaction and is familiar with its condition, and the Science Center makes no representations or warranties with respect thereto, including but not limited to the condition of the Demised Premises or its suitability or fitness for any use Lessee may make of the Demised Premises. Lessee accepts the Demised Premises AS IS, WHERE IS, WITH ALL FAULTS.

F. Modifications and Alterations. Lessee shall not modify or make structural alterations or changes to the Demised Premises without the Science Center's prior written consent.

5. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

Lessee shall not assign or otherwise transfer this Lease or any interest or sublet the Demised Premises or any portion, or permit the occupancy of any part of the Premises by any other person or entity.

6. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

Subject to the limitations stated in Section 4B, Lessee shall, at Lessee's sole cost and expense, be solely responsible for all operations, maintenance, utilities, taxes, and assessments on, for, and against the Demised Premises. Lessee agrees to pay before delinquency all charges levied against the Demised Premises, including (if applicable): (i) electric, sewer, and water utility service; (ii) heating (iii) telephone, facsimile, and internet service; (iv) trash collection (v) regular cleaning; (vi) snow removal; (vii) insurance for all structures, equipment, and personal property on the Premises; (viii) property taxes; (ix) public improvements; and (x) license, excise fees, and occupation taxes covering the business conducted on the Premises.

7. LIENS

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

8. INDEMNIFICATION

A. General Indemnification. Lessee shall defend, indemnify, and hold the Science Center and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Lessee's occupation or use of the Demised Premises or the occupation or use of the Demised Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, licensees, or invitees, including but not limited to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Demised Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Demised Premises, Lessee shall, at Lessee's sole expense within ninety (90) days after being served with written notice, protect the Science Center against said lien by filing a lien release bond or causing the release of such lien.

B. Environmental Indemnification. Lessee has had full opportunity to examine the Premises for the presence of any Hazardous Material (as hereafter defined) and accepts the Demised Premises AS IS, WHERE IS, WITH ALL FAULTS. Lessee releases the Science Center and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on or about the Demised Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Demised Premises or the use or occupancy of the Demised Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, licensees, invitees, or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Demised Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee agrees it shall not, and it shall not allow its employees, agents, servants, customers, contractors, subcontractors, licensees, invitees, or authorized representatives, to use, store, or dispose of Hazardous Material on the Demised Premises.

Lessee shall defend, indemnify, and hold the Science Center and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material which is on or from the Demised Premises, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material;

(iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Demised Premises by Lessee or its employees, agents, servants, customers, contractors, subcontractors, licensees, invitees, or authorized representatives.

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

9. INSURANCE

Lessee shall procure and maintain, at Lessee's sole cost and expense, the following insurance policies with a reputable insurance company or companies satisfactory to the Science Center:

(1) General liability insurance for damages because of bodily injury to or personal injury to or death of any person(s) or property damage occurring in or about the Premises, in the minimum amount of one million (\$1,000,000.00) dollars each occurrence; two million (\$2,000,000.00) dollars general aggregate. The policy shall name the Science Center as an additional insured; and

(2) Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such terms as are satisfactory to the Science Center.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the Science Center before cancellation or change in the coverage, scope, or amount of any policy. Within three days of execution of this Lease, Lessee shall provide the Science Center with proof of the insurance required by this Section 9.

10. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Lease, at the option of the Science Center, Lessee shall remove from the Demised Premises, at Lessee's sole expense, all property Lessee has placed or caused to be placed on the Demised Premises. Lessee shall repair any damage to the Demised Premises caused by such removal and return the Demised Premises as near as possible to its original condition as existed before such installation or improvement. All below surface installations, including pilings driven by Lessee or otherwise, shall become the property of the Science Center upon this Lease's termination. All Lessee property that is not promptly removed by Lessee pursuant to the Science Center's request and in any event within ninety (90) days of the date of expiration or termination of this Lease may be removed, sold, destroyed, or otherwise disposed of in any manner deemed appropriate by the Science Center, all at Lessee's sole expense. Lessee agrees to pay the Science Center for such reasonable net expenses incurred by the Lessor. Notwithstanding any provision to the contrary in this Lease, all Hazardous Materials, including but not limited to petroleum, fuel, or chemical storage tanks installed in or left on the Demised Premises during the Lease Term or associated with Lessee's use of the Demised Premises shall remain the property of the Lessee and, upon expiration or earlier termination of the Lease and upon request of the Science Center, Lessee shall remove any and all such tanks and any and all contaminated soil and other materials from the Demised Premises, all at Lessee's sole expense.

11. DEFAULT AND REMEDIES

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

(i) The failure to make payment when due of any sums specified to be paid by the Lessee to Lessor;

(ii) The failure to pay any real property taxes or assessments due for the Demised Premises, if any and/or the costs of insurance;

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

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

(v) The abandonment or vacation of the Demised Premises or any portion, prior to the expiration of the Term of this Lease;

(vi) Execution, levy, or attachment on Lessee's interest in this Lease or the Demised Premises, or any portion;

(vii) The breach or violation of any statutes, laws, regulations, rules, or ordinances of any kind applicable to Lessee's use or occupancy of the Demised Premises; or

(viii) The failure to observe or perform any covenant, promise, agreement, obligation, or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Lessee. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease.

B. Remedies. If the Lessee breaches any provision of this Lease and fails to timely cure the breach, if entitled to cure, in addition to all other rights and remedies the Science Center has at law or in equity, the Science Center may do one or more of the following:

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

(ii) terminate the Lease;

(iii) Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the Science Center by reason of the default or breach by Lessee;

(iv) Recover an amount to be due immediately upon breach equal to the sum of all payments for which Lessee is obligated under the Lease; and

(v) Recover the costs of performing any duty of Lessee in this Lease.

12. SUBSIDENCE

The Science Center shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Demised Premises, or for any injury caused to Lessee's property, or that of any other person, including its invitees, licensees, agents, contractors and employees. The Science Center is not obligated to replace, refill, or improve any part of the Demised Premises during Lessee's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction. Lessee shall not be responsible for any such event, and shall not be required to repair any resulting damage.

13. VACATION BY LESSEE

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

14. RESERVATION OF RIGHTS

The Science Center reserves the right to designate and grant rights-of-way and utility easements across the Demised Premises without compensation to Lessee or any other party, including the right of ingress and egress to and from the Demised Premises for the construction, operation, and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Demised Premises.

15. SIGNS

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Demised Premises without first obtaining the written consent of the Science Center, except no permission is needed for signage existing as of October 12, 2018, and/or standard, directional, informational, and identification signs of two square feet or less in size, provided such signage looks professional. Lessee is solely responsible for ensuring all signage complies with all laws, and is solely responsible for all costs (fabrication, installation, maintenance, removal, etc.) associated with its signage. At the termination of this Lease, all of Lessee's personal property, including signs, advertising matter, symbols, canopies, or awnings shall be removed from the Demised Premises by Lessee at its own expense, and Lessee shall repair any damage or injury to the Demised Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

16. HOLDING OVER

If Lessee holds over without the Science Center's express written consent, Lessee is deemed to be a Lessee at sufferance and may be removed through a forcible entry and detainer proceeding. Lessee acknowledges that the Science Center intends on developing the Demised Premises and this Lease is intended to permit temporary use prior to construction. Therefore, the parties agree that it is fair and

appropriate for Lessee during any period of holdover without the Science Center's consent to pay a per diem rate of \$133.00 (the amount of which is roughly equivalent to \$4,000/month), as the Science Center will incur delays and damages associated with the holdover.

17. EMINENT DOMAIN

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

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

B. Partial Taking. If the Demised Premises are partially taken by condemnation, and the remaining space is suitable for Lessee's uses, then this Lease shall continue.

C. Award. Lessee waives all claims for just compensation and assigns the same to the Science Center, except for the right to claim its relocation expense and damages to its personal property, provided, however, that Lessee may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part of the Science Center's damages. The right to claim lost business value shall accrue to the Science Center.

18. COSTS

Each party shall bear their own fees and costs incurred in connection with the preparation of this Lease.

19. MISCELLANEOUS

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

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

C. Governing Law and Venue. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.

D. Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Lessee and the Science Center.

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

TO SCIENCE CENTER:

Prince William Sound Science & Technology Institute
d/b/a Prince William Sound Science Center
Attn: President & CEO
300 Breakwater Avenue
P.O. Box 705
Cordova, Alaska 99574

With Copy to:

Rebecca E. Lipson
Ashburn & Mason, P.C.
1227 West 9th Avenue, Suite 200
Anchorage, AK 99501

TO LESSEE:

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

With Copy to:

Holly C. Wells
Birch Horton Bittner & Cherot, P.C.
510 L. Street, Suite 700
Anchorage, Alaska 99501

or to such other respective addresses as either party may from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice is effectuated at the time of delivery, and date of delivery shall be stamped or marked upon receipt.

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

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

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

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

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

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

L. Recordation of Lease. The Lease shall not be recorded.

M. Authority. By authorizing their designated representative to sign below, each party represents and warrants that they are authorized to enter into this binding agreement and agree to be bound by the terms of the Lease.

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

O. Interpretation. The language of the Lease shall be construed according to its ordinary and customary meaning and not for or against the Science Center or Lessee as both Science Center and Lessee have had the assistance of attorneys in drafting and reviewing this Lease.

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

Q. Attorneys' Fees. In the event that either Party shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, the non-prevailing Party agrees to pay the prevailing Party's reasonable attorneys' fees, costs, and expenses incurred in connection with such suit or action.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first noted above.

PRINCE WILLIAM SOUND SCIENCE AND TECHNOLOGY INSTITUTE
an Alaska nonprofit corporation d/b/a Prince William Sound Science Center

Dated: _____

By: _____

Katrina Hoffman
Its: President/CEO

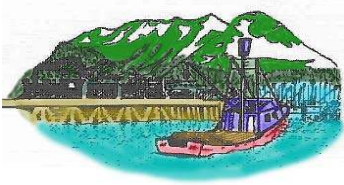
LESSEE: CITY OF CORDOVA
an Alaska municipal corporation

Dated: _____

By: _____

Its: City Manager

Attest: _____
City Clerk



City Council of the City of Cordova, Alaska

Pending Agenda August 7, 2019 Regular Council Meeting

A.

Future agenda items - topics put on PA with no specific date

- 1) Code change re Council member service on boards/commissions, re mobile restaurant approval
- 2) Odiak Camper Park and/or other locations for long term rv/trailer space rentals in Cordova
- 3) Harbor expansion Town Hall type meeting - public input
- 4) Strategic Planning - revisit plan - schedule the next work session for this
- 5) Resolution 12-18-36 re E-911, will be back when a plan has been made, referred 12/19/18
- 6) Work Session w/ ADF&G re fisheries management decisions and their economic impact to Cordova
- 7) Joint work session with Harbor Commission on Waterfront Development - **after fishing (Sept 2019)**
- 8) Summer schedule - gauge interest in 1 meeting per month: August
- 9) Renewal of health care plan including subsidiary contracts and all amendments to date
- 10) Code change so school funding request comes later in year not May 1
- 11) Council discussion about Attorney billing/staff attorney use guidelines - fall 2019
- 12) Council/board training with City Attorney - **summer/fall 2019?**
- 13) Investment firms, specifics, manager to get more info to Council; btwn **Aug - Oct, 2019**
- 14) First mtg of CM Assessment Committee - possibly week of **Aug 26**

B.

Upcoming Meetings, agenda items and/or events:

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

9/4/2019	12/4/2019	3/4/2020	6/17/2020
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- 2) Staff quarterly reports will be in the following packets:

10/16/2019	1/15/2020	4/15/2020	7/15/2020
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- 3) Alaska Municipal League fall conference including training **November 18-22**
<http://www.akml.org/conferences/> let Clerk know if interested in attending
- 4) Final Comprehensive Plan should be ready for Council approval in **October 2019**
 comment on the Comp Plan through August 31, 2019 at : <http://cordovacomplan.com/>

C.

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

item for action

tasking which staff

proposed date

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

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



City Council of the City of Cordova, Alaska

Pending Agenda August 7, 2019 Regular Council Meeting

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

- 1) Fisheries Advisory Committee:

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

- 2) Cordova Trails Committee:

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

- 3) Fisheries Development Committee:

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

- 4) Comprehensive Plan Committee:

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

- 5) City Manager Assessment Committee:

authorizing resolution 07-19-29	1-Bert Adams	2-Christa Hoover	3-Jim Kacsh
approved July 3, 2019	4-Dan Logan	5-Cathy Renfeldt	6-Dave Roemhildt
	7-Tony Schinella	8-Cathy Sherman	9-
	10-		

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

- 1) Prince William Sound Regional Citizens Advisory Council

Robert Beedle	re-appointed June 2018	2 year term until May 2020
	re-appointed March 2016	
	re-appointed March 2014	
	appointed April 2013	

- 2) Prince William Sound Aquaculture Corporation Board of Directors

Tom Bailer	re-appointed October 2018	3 year term until Sept 2021
	appointed February 2017-filled a vacancy	

- 3) Southeast Conference AMHS Reform Project Steering Committee

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

AUGUST 2019

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
28	29	30	31	1	2	3	
			<div>CHS Swimming starts Aug 7</div>				
4	5	6	7	8	9	10	
			<div>Cordova Volleyball Camp/Clinic, August 6-8</div>				
			<div>6:00 Council work session 7:00 Council reg mtg CCAB</div>				
11	12	13	14	15	16	17	
			<div>6:00 Harbor Cms CCM</div>				
		<div>6:30 P&Z CCAB</div>	<div>7:00 Sch Bd HSL</div>				
18	19	<div>CAYAC Cordova Basketball Camp/Clinic, August 19-22</div>			22	23	24
		<div>First DAY OF School</div>	<div>6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB</div>	<div>Alaska State Fair Aug 22 - Sep 3</div>		<div>ALASKA STATE FAIR</div>	
25	26	27	28	29	30	<div>Fungus Festival</div>	
			<div>Alaska State Fair Aug 22 - Sep 3</div>				
		<div>6:00 P&R CCM</div>	<div>6:00 CEC Board Meeting</div>	<div>6:00 CCMCAB HCR</div>	<div>Fungus Festival Aug 30 - Sep 1</div>		
1	2	Notes					

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





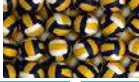
CCA-Community Rm A
 CCB-Community Rm B
 CCM-Mayor's Conf Rm
 CCE-Education Room

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

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





SEPTEMBER 2019

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1  Fungus Festival Aug 30 - Sep 1	2 Alaska State Fair Aug 22 - Sep 3 LABOR DAY Labor Day-City Hall Offices Closed		4	5 NFL opening day 	6	7
8 NFL first Sunday 	9	10	11  CHS Volleyball practice starts Sept 11	12	13	14
15	16	17 6:30 P&Z CCAB	18 6:00 Harbor Cms CCM 7:00 Sch Bd HSL	19	20	21
22	23	24	25 5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	26	27	28
29	30	31 6:00 P&R CCM	1 6:00 CEC Board Meeting	2 6:00 CCMCAB HCR	3 	4
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OCTOBER 2019

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	1	2	3	4	5
		CHS wrestling practice starts Oct 2				
			6:00 Council work session 7:00 Council reg mtg CCAB			
6	7	8	9	10	11	12
		6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCM			
13	Indigenous Peoples Day CSD Holiday no school	15	16	17	18	19
			5:30 CTC Board Meeting			
			6:00 Council work session 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB		AK Day-City Hall Offices Closed	
20	21	22	23	24	25	26
			6:00 CEC Board Meeting		11:30 am Council work session CCER	
27	28	29	30	31	1	2
						
		6:00 P&R CCM		6:00 CCMCAB HCR		
3	4	Notes				

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

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

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

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

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

Mayor and City Council - Elected

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

Cordova School District School Board - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, President	March 5, 2019	March-22
	bjewell@cordovasd.org	March 1, 2016	
		March 5, 2013	
3 years	Bret Bradford bbradford@cordovasd.org	March 6, 2018	March-21
		March 3, 2015	
3 years	Tammy Altermott	March 5, 2019	March-22
	taltermott@cordovasd.org	March 1, 2016	
		March 5, 2013	
3 years	Peter Hoepfner	March 6, 2018	March-21
		March 3, 2015	
	phoepfner@cordovasd.org	March 6, 2012	
		March 3, 2009	
		March 7, 2006	
3 years	Sheryl Glasen	March 7, 2017	March-20
	saglasen@cordovasd.org	March 4, 2014	
	<i>Vacant (appointed, non-voting)</i>		
	<i>City Council Rep</i>		

seat up for re-election in 2020	vacant
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board/commission chair

seat up for re-appt in Nov 19

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

CCMC Authority - Board of Directors - Elected

length of term			Date Elected	Term Expires
3 years	Kristin Carpenter	elected by board to fill a vacancy due to resignation	March 7, 2017	March-20
3 years	Greg Meyer, Chair		March 5, 2019	March-22
			July 19, 2018	
3 years	vacant		March 5, 2019	March-22
3 years	Linnea Ronnegard		March 6, 2018	March-21
3 years	Gary Graham	elected by board to fill a vacancy due to resignation	March 5, 2019	March-21
			May 31, 2018	

Library Board - Appointed

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

Planning and Zoning Commission - Appointed

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

seat up for re-appt in Nov 19

seat up for re-election in 2019

vacant

board/commission chair

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

Harbor Commission - Appointed

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

Parks and Recreation Commission - Appointed

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

Historic Preservation Commission - Appointed

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

seat up for re-election in 2019

board/commission chair

seat up for re-appt in Nov 19

vacant