# Mayor

Clay Koplin

Council Members Tom Bailer Kenneth Jones Jeff Guard Melina Meyer Anne Schaefer David Allison David Glasen

## <u>City Manager</u>

Alan Lanning

<u>City Clerk</u> Susan Bourgeois

Deputy Clerk Tina Hammer

Student Council William Deaton

# Regular City Council Meeting September 4, 2019 @ 7:00 pm Cordova Center Comm Rooms <u>Agenda</u>

## 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

# E. Disclosures of Conflicts of Interest and Ex Parte Communications

 conflicts as defined in 3.10.010 <u>https://library.municode.com/ak/cordova/codes/code\_of\_ordinances</u> should be declared, then Mayor rules on whether member should be recused, Council can overrule

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

• 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. Chairpersons and Representatives of Boards and Commissions (CCMCA BoD, School Board Rep)
4. Student Council Representative Report
<b>G. Approval of Consent Calendar</b> (no motion required)(roll call vote) <b>5</b> . Resolution 09-19-36
A resolution of the City Council of the City of Cordova, Alaska approving the final plat for R-D-G Warehouse Subdivision Addition # 1
6. Resolution 09-19-37 (page 9)
<ul> <li>A resolution of the City Council of the City of Cordova, Alaska, approving the site plan from David Roemhildt for commercial outside storage on Lot 3, Block 2, South Fill Development Park</li> <li>7. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022 Recordation of excused absences of the following: Council members <i>Ken Jones</i> and <i>Jeff Guard</i> from the August 21, 2019 Regular Meeting</li> </ul>
H. Approval of Minutes(voice vote)8. Minutes of the 08-21-19 Council Regular Meeting.(page 21)9. Minutes of the 08-28-19 Council Public Hearing.(page 25)
I. Consideration of Bids
10. Direction to Manager to negotiate a contract with Wolverine Supply (voice vote)(page 26) for wall replacement and roof repair of City pool building per RFP# PR19-03
J. Reports of Officers

- 11. Mayor's Report
- 12. Manager's Report
- 13. City Clerk's Report

<ul> <li>K. Correspondence</li> <li>14. 08-19-19 <i>Mayor Koplin</i> email to USFS in support of PNH temporary</li></ul>
<ul> <li>L. Ordinances and Resolutions</li> <li>16. Substitute Ordinance 1176</li></ul>
17. Substitute Resolution 08-19-31
18. Resolution 09-19-34 (voice vote)(page 54) A resolution of the City Council of the City of Cordova, Alaska designating capital improvement projects
<ul> <li>19. Resolution 09-19-35</li></ul>
20. Resolution 09-19-38
M. Unfinished Business - none
N. New & Miscellaneous Business 21. Pending Agenda, Calendar and Elected & Appointed Officials lists
O. Audience Participation
P. Council Comments

## **Q. Executive Session**

22. 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

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 <u>www.cityofcordova.net</u>



# AGENDA ITEM 5 City Council Meeting Date: 9/4/19 CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff

DATE: 8/28/19

ITEM: Final Plat Approval for R-D-G Warehouse Subdivision Addition #1

NEXT STEP: Approve Resolution

ORDINANCE MOTION

\_\_X\_\_ RESOLUTION \_\_\_\_\_ INFORMATION

## I. REQUEST OR ISSUE:

Requested Actions:	Final Plat Approval
Applicant:	Tracey Nuzzi
Owner:	Tracey and Justin Nuzzi, Robert and Deb Eckley, Carl Burton II
Address:	Mi. 1.6 Whitshed Road
Zoning:	Unrestricted
Attachments:	Resolution 09-10-36
	Location Map showing lots as they exist now
	Application
	Final Plat
	Public Comment from John Grocott

## II. <u>RECOMMENDED ACTION / NEXT STEP:</u>

Staff recommend that City Council approve the final plat.

"I move to approve Resolution 09-10-36."

## III. FISCAL IMPACTS:

N/A

## IV. BACKGROUND INFORMATION:

This plat subdivides one lot into two and plats property lines that have not been platted in the past.

8/29/19 – At the Planning Commission Special Meeting, the commission recommended City Council approve the final plat. Below is a summary of what occurred:

<u>M/Bolin S/Lohse to recommend to City Council to approve the final plat request for R-D-G Warehouse</u> Subdivision Addition #1

**Bolin** said that it looks like something that had needed to happen for a while. **Stavig** explained that the aerial view was the lots as they currently exist. The plat removes a lot line, which cleans up one of the lots. Mainly, the plat is subdividing one lot into two. **Pegau** was concerned that Tract 2-C didn't have sufficient room for parking. **Stavig** explained that Tract 2-C already existed as two lots owned by one person, and that the plat was dissolving a lot line and cleaning the property lines up.

Upon voice vote, motion passed 6-0. Yea: *McGann, Pegau, Roemhildt, Bird, Bolin, Lohse* Absent: *Baenen* 

## V. <u>LEGAL ISSUES:</u>

No legal review required.

## VI. SUMMARY AND ALTERNATIVES:

Staff findings:

- 1. The proposed plat conforms to the Comprehensive Plan and City Code.
- 2. There are no known physical conditions present which may be hazardous to the future inhabitants of these tracts.

### CITY OF CORDOVA, ALASKA RESOLUTION 09-10-36

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, APPROVING THE FINAL PLAT FOR R-D-G WAREHOUSE SUBDIVISION ADDITION #1

WHEREAS, the City of Cordova recognizes that the Planning Commission, having completed a review of the final plat, recommended at their August 29, 2019 Special Meeting that the final plat be approved; and

WHEREAS, this is the plat for R-D-G Warehouse Subdivision Addition #1; and

WHEREAS, the plat is subject to all conditions, easements, covenants, reservations, restrictions and right of way of record; and

WHEREAS, the proposed subdivision is zoned Unrestricted.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Cordova, Alaska hereby approves the final plat for R-D-G Warehouse Subdivision Addition #1 effective the date this resolution is adopted.

# PASSED AND APPROVED THIS 4th DAY OF SEPTEMBER 2019

	Clay Koplin, Mayor
Attest:	
	Susan Bourgeois, CMC, City Clerk

<u>CITY\_OF\_CORDOVA</u>



# SUBDIVISION APPLICATION City of Cordova, Alaska

INSTRUCTIONS	PERMIT TYPE	FEE
Print or type requested information. Incomplete applications will be	Preliminary Plat	\$200 + \$50 per lot
returned to the applicant and will delay processing of the request. Applications must be recieved by the Planning Department 21 days	Final Plat	\$100 + \$25 per lot
the next rianning Commission Regular Meeting, which is	Administrative Plat*	\$100
scheduled the second Tuesday of each month, if Planning Commission approval is required.	Admin. Dissolving Lot Lines*	\$0 + Recording Fees
commission approval is required.	*These plats do not require Pla	

APPLICANT INFORMATION		
Name:	Tracey NUZZI	
Mailing Address:	PO Boy 396	
City/State/Zip:	Cordova, AK 99574	
Phone Number:	907.253.5254	
Email Address:	traceynuzzi @ yaboo.com	

OWNER INFORMATION		
Name:	(Same)	
Mailing Address:	( zuma /	
City/State/Zip:		
Phone Number:		
Email Address:		
Only complete this section if owner is	different from applicant.	

PROPERTY INFORMATION		
Address:	R-D-G Warehouse	
Legal Description:	Lot 25 E, Lot 31, US Survey NO 3601	
Tax Lot No.:	, source no seur	
Zone District:		
Planning Department can assist if u	uknown.	

SURVEYOR INFORMATION		
Company Name:	Farpoint Land Services LLC	
Mailing Address:		
City/State/Zip:	Ancharage, AK 99507	
Phone Number:	907.522.7770	
Email Address:	Mike base @ for sight k	
Cordova Business License #:	Mike, home @ farpointak. com	

# **ADDITIONAL INSTRUCTIONS**

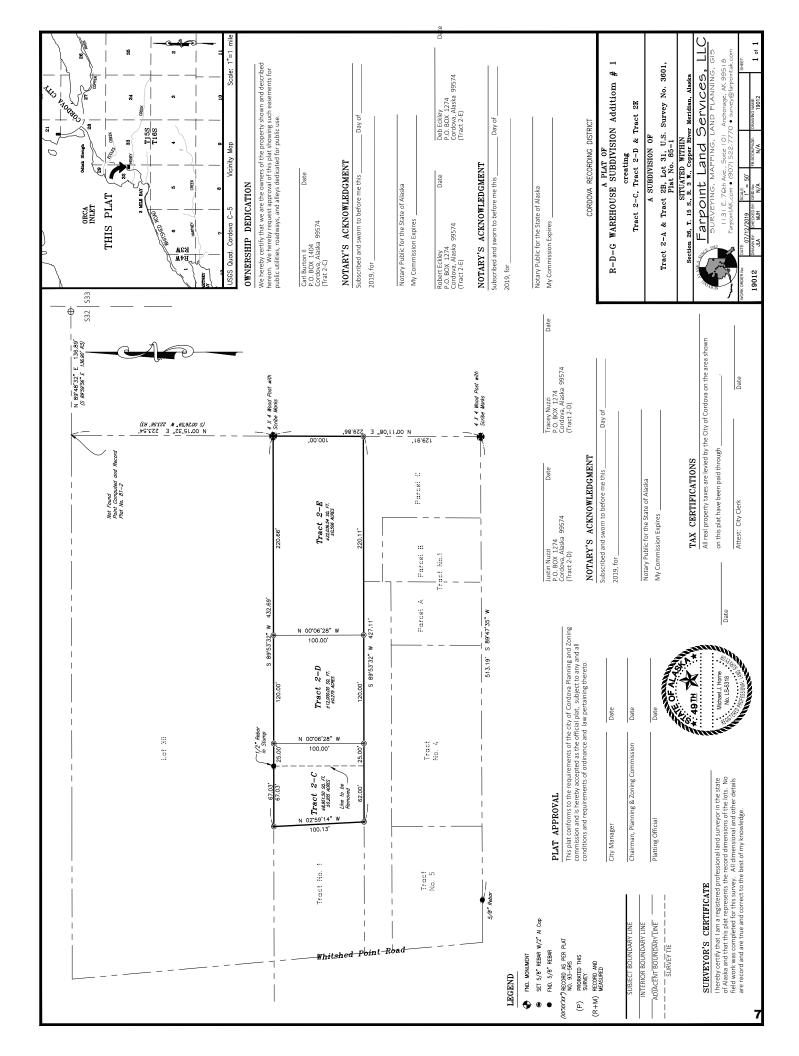
Please send an electronic copy of the proposed plat to planning2@cityofcordova.net. Plats must comply with the Cordova Municipal Code, particulary Title 17 - Subdivisions. The Planning Department will review all plats and may request changes. In the case of certain subdivisions, such as major subdivisions, additional information will be required.

# **APPLICANT CERTIFICATION**

By the signature attached hereto, I certify that I am the owner or duly authorized owner's agent and that the information provided within this application and accompanying documentation is correct. Furthermore, I hereby authorize the City and its representatives to enter the property associated with this application for purposes of conducting site inspections.

**Applicant Signatures** Date: 7/12/2019 NUZZI **Print Name:** VACEY





## Leif Stavig

From:John Grocott <grocottfisheries@gmail.com>Sent:Monday, August 05, 2019 9:08 AMTo:Leif StavigCc:grocottfisheries@gmail.comSubject:Tracey Nuzzi subdivision.

I am in favor of approving this subdivision request. The Nuzzies have done much to improve their property. This is a logical next step to further improve the viability of the warehouse subdivision. Thank you,

John Grocott Warehouse subdivision tract 4b, 503 791-1525 Sent from my iPad



# AGENDA ITEM 6 City Council Meeting Date: 9/4/19 CITY COUNCIL COMMUNICATION FORM

FROM: DATE: ITEM: NEXT STEP:	Planning Staff 8/28/19 Resolution 09-19-37 Approve Resolution	
	ORDINANCE MOTION	X RESOLUTION INFORMATION

## I. <u>REQUEST OR ISSUE:</u>

<b>Requested Actions:</b>	Site Plan Review
Applicant:	David Roemhildt
Address:	121 Harbor Loop Road
Legal Description:	Lot 3, Block 2, South Fill Development Park
Parcel Number:	02-074-134
Zoning:	Waterfront Commercial Park District
Lot Area:	15,556 sq. ft.

The Site Plan Review is for Commercial Outside Storage.

## II. <u>RECOMMENDED ACTION / NEXT STEP:</u>

Approve resolution. Suggested motion is "I move to approve Resolution 09-19-37."

#### III. FISCAL IMPACTS:

Commercial outside storage will generate sales and property tax.

## IV. BACKGROUND INFORMATION:

3/12/19 – At the Planning Commission Regular Meeting, the commission approved a Conditional Use Permit for commercial outside storage on the lot. The following are the special conditions of the Conditional Use Permit:

- 1. The Conditional Use Permit granted for this lot on 7/10/18 is now void.
- 2. A Site Plan Review must be approved prior to the conditional use being granted.
- 3. Containers shall be kept clean and orderly.
- 4. This Conditional Use Permit will expire after three years, at which point the applicant may request the Planning Commission extend the Conditional Use Permit if the commission finds that the conditional use standards continue to be met.

*8/29/19* – At the Planning Commission Special Meeting, the commission recommended City Council approve the Site Plan Review:

<u>M/Bolin S/Bird</u> to recommend to City Council to approve the Site Plan Review requested by David Roemhildt for commercial outside storage on Lot 3, Block 2, South Fill Development Park with the special conditions contained in the staff memo.

**Bird** said she looked through the application and it looks like it meets all of the requirements. **McGann** said it was tricky because usually a building is a part of a Site Plan Review, but not in this case. **Pegau** verified that one of the applicant's drawings included fences. **Emma Merritt** said that it was a possibility for security. **Pegau** verified that the units already on the lot were the ones to be used. **McGann** verified that the Conditional Use Permit issued for the lot required a review after three years.

Upon voice vote, motion passed 5-0. Yea: *McGann, Pegau, Bird, Bolin, Lohse* COI: *Roemhildt* Absent: *Baenen* 

## **Applicable Code:**

#### Section 18.42.010 ZONING – SITE PLAN REVIEW – Purpose.

Whenever required by this code or the city council, a site plan review shall be completed by the planning commission with a recommendation to the city council. Prior to the issuance of a building permit, the city council must approve the site plan for the project.

#### Section 18.42.030 ZONING - SITE PLAN REVIEW - Required Information.

The site plan to be submitted as required herein shall contain the following information. If any of the information requested herein is not applicable to a given project, the reasons for the non-applicability of the information requested shall be stated in the site plan:

- 1. Name, address and phone number of owner/developer;
- 2. Legal description of property;
- 3. A scale of not less than 1'' = 20';
- 4. Date, north point and scale;

5. The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties;

6. The zoning and siting of all structures on the subject property and abutting properties;

7. The location of each proposed structure in the development area, the use or uses to be contained therein, the number of stories, gross building area, distances between structures and lot lines, setback lines and approximate location of vehicular entrances and loading points;

8. The location of all existing and proposed drives and parking areas with the number of parking and/or loading spaces provided and the location and right-of-way widths of all abutting streets;9. Location and height of all walls, fences and screen plantings, including a general plan for the

## CITY OF CORDOVA, ALASKA RESOLUTION 09-19-37

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, APPROVING THE SITE PLAN FROM DAVID ROEMHILDT FOR COMMERCIAL OUTSIDE STORAGE ON LOT 3, BLOCK 2, SOUTH FILL DEVELOPMENT PARK

WHEREAS, David Roemhildt has submitted a Site Plan Review for commercial outside storage; and

WHEREAS, the Planning Commission approved a Conditional Use Permit for the project on March 12, 2019; and

**WHEREAS,** the Planning Commission has reviewed, and recommended City Council approve the Site Plan with the following special conditions in place:

1. Storage containers must adhere to the required setbacks of 15 feet in the front and five feet on the sides and rear; and

WHEREAS, per Cordova Municipal Code Sub-section 18.42.020. A. Planning staff shall submit copies of the site plan "to the city council at its next regularly scheduled meeting for action."

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Cordova, Alaska hereby approve the Site Plan from David Roemhildt for Commercial Outside Storage on Lot 3, Block 2, South Fill Development Park.

# PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF SEPTEMBER 2019.

Clay Koplin, Mayor

Attest:

Susan Bourgeois, City Clerk

*landscaping of the development and the method by which landscaping is to be accomplished and be maintained;* 

- 10. Types of surfacing, such as paving, turfing or gravel to be used at the various locations;
- 11. A grading plan of the area demonstrating the proposed method of storm drainage;
- 12. Size and location of proposed sewer and water lines and connections;
- 13. Front and side elevations of proposed structures;
- 14. Exterior finish and color.

All required information is provided in the applications and drawings. Because this approval is for movable storage containers as opposed to a permanent building, some of the required information is not applicable.

## Chapter 18.48 ZONING - OFF-STREET PARKING, LOADING AND UNLOADING

Warehouse and storage uses require "One parking space for every one thousand square feet of gross building area."

The applicant has provided eight parking spaces, although they are only required to have five per the drawing submitted with the application. The increased parking will allow the applicant to use more storage containers on the lot.

## **Special Conditions:**

- 1. Storage containers must adhere to the required setbacks of 15 feet in the front and five feet on the sides and rear.
- V. <u>LEGAL ISSUES:</u> None currently.
- VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None currently.
- VII. <u>SUMMARY AND ALTERNATIVES:</u> The council may add special conditions.

# ATTACHMENT A



David Roemhildt Mile 6 Copper River Highway Cordova, Alaska 99574 907-424-7764

Leif Stavig City Planner City of Cordova

July 2, 2019

Leif,

This letter is a request for approval of the site development plan as attached. This plan entails shipping containers arranged in an orderly, non-permanent layout on the premises for the purpose of outside commercial storage. The containers are standard-sized and freshly painted from the supplier; the color is neutral/tan and future colors may be determined by availability. Conditional use was approved by planning and zoning on March 12, 2019.

The site plan as proposed conforms to all setbacks and other known requirements for the South Fill Development Park. The adequate required setbacks are included and adequate required parking is provided. Snow removal will be maintained as with any other parcel in the subdivision. The lot will remain gravel and drainage will be directed towards the storm drain or rear of the lot. No water or sewer service is required. Any double stacked containers will be connected by industry standard for stacking storage containers; usually with locking corner posts or chain latch. There will be no access allowed to any stacked containers (containers will be lowered to ground level for access).

We request your kind approval of this site development plan as it benefits the City of Cordova. The site plan will provide a benefit of near-by storage for harbor users. The plan also encourages business development and sales tax revenue through the renting of the containers. Lastly, this site development plan keeps with the goals of the Cordova Comprehensive Plan by encouraging business development while also allowing higher or better use of the property in the future due to the mobile nature of the containers.

Thank you for your consideration,

Suna Merutt for David Roemhildt David Roemhildt

# SITE PLAN REVIEW - ZONING APPLICATION CITY OF CORDOVA

#### INSTRUCTIONS

Print or type requested information. Incomplete applications will be returned to the applicant and will delay the processing of your request. All applications must be filed with the Planning Department <u>21 days prior to</u> the next Planning Commission meeting date.

	TYPE OF REQUEST	FEE
	Site Plan Review	varies
	Residential	\$50
	Multi-Family	\$100
X	Commercial	\$150
	Industrial	\$200

APPLICANT INFORMATION			
Name	David Roemhildt		
Address	PO Box 2294		
Telephone [home]	907-424-7764		
Business Name			
Business Address			
Telephone [business]			
Business FAX			
Project architect/engineer	none		
Address of architect/engineer	None		
Telephone of architect/engineer	none		

PROPERTY/PROJECT INFORMATION					
Address of subject property	121 Harbor Loop Road				
Parcel identification number	02-074-134				
Property owner [name/address]	Applicant				
Current zoning	WCP				
Proposed use	Commercial Outside Storage				
Construction start date	none				
WAA					

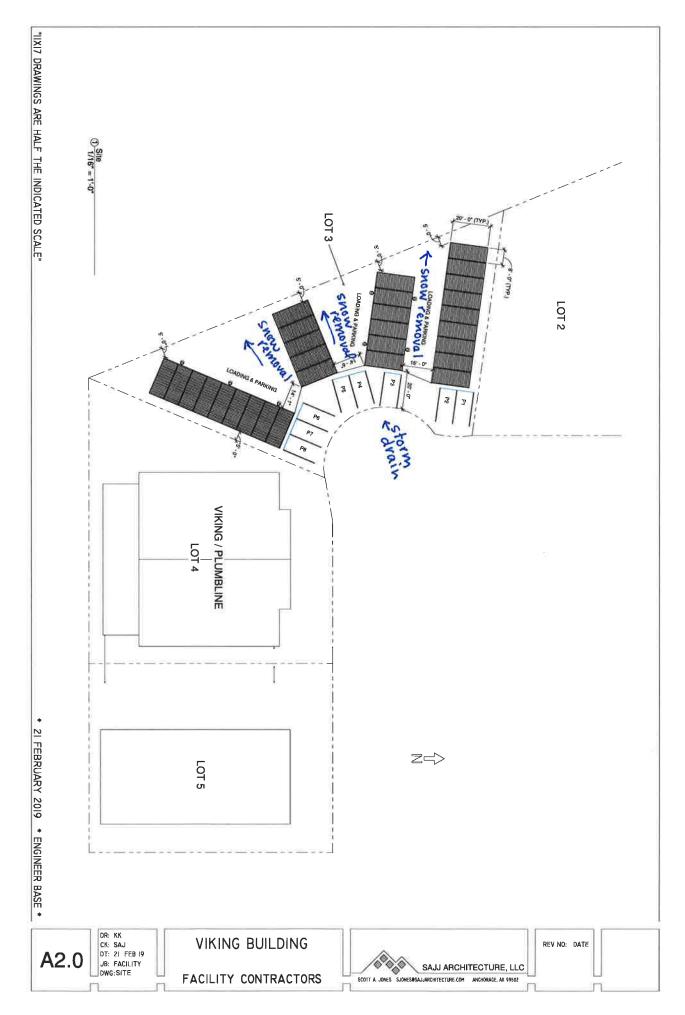
ZONING A	PPLICATION
Owner of property (if different than applicant). If multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheet if necessary.	
Real Estate Firm/Broker handling sale of property. Provide name and address. <b>Note</b> : If you do not own the property, you must provide a copy of a Purchase Agreement or instrument acceptable to the city indicating the owner is fully aware of, and in agreement with, the requested action.	
City Business License Permit Number (if applicable)	

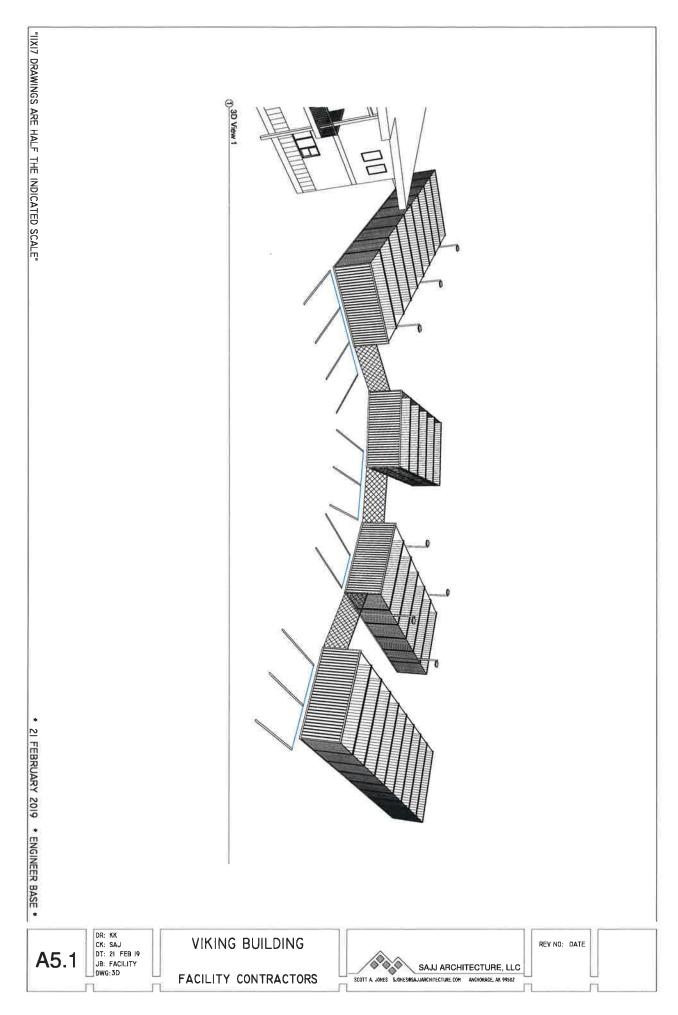
#### **APPLICANT CERTIFICATION**

By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate. Furthermore, I (we) hereby authorize the City and its representatives to enter the property associated with this application for purposes of conducting necessary site inspections.

By: <u>Euma Menitt</u> (Signature)	By: (Signature)
Name: Emma Merritt for David Ro (Type/Print)	yemhildt ame: (Type/Print)
	Date:
Adjustment. An appeal must be filed in writing with the In accordance with the procedures outlined in Section	e City Clerk within ten (10) days of the decision.
CITY USE ONLY - PLEASE DO N	
GITT USE ONLI - PLEASE DO N	IOT WRITE IN THIS SECTION
ITEM	ACTION
ITEM Date application received:	
ITEM Date application received: Fee paid:	
ITEM Date application received: Fee paid: Does application require a public hearing?	
ITEM Date application received: Fee paid: Does application require a public hearing? Planning Commission:	
ITEM Date application received: Fee paid: Does application require a public hearing? Planning Commission: City Council:	
ITEM Date application received: Fee paid: Does application require a public hearing? Planning Commission: City Council: Staff review date/reviewer name:	
ITEM Date application received: Fee paid: Does application require a public hearing? Planning Commission: City Council:	

SITE PLAN REVIEW 18.42
A zoning compliance permit for property within the City of Cordova expires eighteen (18) months after the date it is issued. Excavation is not considered construction.
1. Please describe the proposed construction/alteration and intended use: <u>outside commercial</u>
2. Please give dimensions and square footage of construction: <u>none</u>
3. Intended use: { }Single Family { }Duplex { }Multifamily {X}Commercial/Industrial
{ }Home Occupation (describe) { }Mobile Building { }Change of use
6. Has a variance been granted? { }Yes { }No
7. Is there a new: { }Garage? { }Carport? Is it attached to the residence? { }Yes { }No
8. Is there an apartment above the garage? { }Yes { }No
9. Off-street parking: Existing Proposed_8
10. Required Setbacks: Front 15' Left Side 5' Right side 5' Rear 5' Height 20'
11. Proposed Setbacks: Front 15' Left Side 5' Right side 5' Rear 5' Height 20'
12. Sewage Disposal: work
{ }Private marine outfall: { }Existing { }New Specify owner/location:
{ }Private on-site sewer: { }ADEC Certification Attached
NOTE: Property owners with a private system need an ADEC permit showing sewer system is operational before Permit
can be issued. Please contact ADEC at (907) 225-6200
13. Water supply: { }Cistern (show on site plan) { }City Nove
I serve a serve the serve
14. Is the construction occurring on a grandfathered structure (build prior to August 7,1967)? <u>12</u>
15. Is there a building currently on the property? { }Yes { No
16 Which licensed our every will be doing your foundation (as built Duran 0, 10,000)
16. Which licensed surveyor will be doing your foundation/as-built Survey?
17. Is your driveway exit and adjoining roads shown on the site plan? {>}Yes {}No
Are you building a new driveway that exits onto a State road or highway? { }Yes X}No
If YES, an ADOT Driveway Permit is required. (See bottom page 4)
18. Does this property contain drainages, creeks, wetlands, or other water features? { }Yes { }No Does your lot abut salt water? { }Yes { }No
Have you or will you be using fill to develop your lot? { }Yes { No
(If you answered YES to any of the above three questions, you may need to contact the U.S. Army Corps of Engineers or
other State agencies about additional permitting requirements Please see Planning staff for information.)
19. Is this permit for a tax-exempt use? { }Yes { }No
20. Has a Conditional Use Permit been issued?
21. Is this permit for a mobile building?
Year Model Serial No.
22. Is your property within a Flood Plain or Coastal Zone? (see staff for interpretation)
Elevation Certificate/Flood Hazard form attached





IES	<b>MARINE LINES</b> Barge Service to Alaska and Hawaii	vice to Ala	aska ar	nd Hawa	aii					1-800	1-800-326-8346
-	EZ Commerce	l Lynder	Lynden Companies		About Alas	About Alaska Marine Lines	les	Employment	Ħ	C	Customer Login
Dry a	Dry and Insulated Container Equipment	ed Conta	tiner E	duipm	lent						
			<b></b> 1								
					Inside Di	Inside Dimensions			Ŵ	Weights	
		OAW	OAL	Length	Width	Height	Cubic feet	Tare	Payload*	Gross*	Highway Max*
Dry	Standard	96" wide	20'	19'4"	-2.8	-8.2	1,132	5,640	49,270	54,910	32,500
Dry	Standard	96" wide	20'	19'4"	-2.8	-2.8	1,149	5,000			
Dry	Standard	96" wide	40'	39'5"		6.2	2,329	8,900			
Dŋ	Highcube	96" wide	20'	19'4"	-2.8	8'9"	1,303	5,900			
Dry	Highcube	96" wide	40'	39'5"		8,6	2,657	9,550			
Dry	Highcube	96" wide	40'	39.6"	7"8"	8'10"	2,686	10,490	56,710	67,200	42,500

#### Regular City Council Meeting August 21, 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 August 21, 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, Anne Schaefer, David Allison* and *David Glasen*. Council members *Ken Jones* and *Jeff Guard* were absent. Also present were City Manager *Alan Lanning* and City Clerk *Susan Bourgeois*.

### D. Approval of Regular Agenda

*M/Allison S/Bailer* to approve the Regular Agenda. Vote on the motion: 5 yeas, 0 nays, 2 absent (Jones, Guard). Motion was approved.

### E. Disclosures of Conflicts of Interest and ex parte communications - none

### F. Communications by and Petitions from Visitors

1. Guest speakers - none

2. Audience comments regarding agenda items - none

3. Chairpersons and Representatives of Boards and Commissions

CCMCA Board - *Greg Meyer* reported that he and *Bert Adams* have been meeting regularly and talks are going well, NVE flew down an IHS Facilities Engineer to tour the CCMC facility. *Randall Draney*, our administrator went the Ilanka and toured their facility, met with *Cindy Bradford* and they talked more about patient issues and it was a good meeting. They did meet with *Kevin Worley*, CFO at PERS and he didn't have much to say except, show up with some money and we'll talk. We don't have an exact number on PERS delinquency, we have it accurately for 2018, this year has been estimated. CCMC is switching clearinghouses which should save us quite a bit of money, the goal is to have all the billing done in house. Radiology services are changing over to Alaska Imaging – also a cost savings and an easier company to work with, just in Anchorage. *Casea Peterson* is a new front office employee and we hope to also get her to make phone calls, follow ups to billings, offer people discounts to pay immediately, we are fully staffed for the first time in a year, client numbers are up 20% in last 2 quarters – she got an Alaska Children's Trust grant which is a parenting education support program. There have been more emergency calls in the last 2 weeks than there were in the previous nine months, which is sad but also good for business. The auditor will be here next Wednesday, August 28 @ 6pm, to present the 2018 audit to the board and he will give a specific 20-minute report on PERS.

School Board - Superintendent *Alex Russin* reported today was the first day of school and so far, so good. This year the senior class, class of 2020, is the 100<sup>th</sup> graduating class from Cordova High School. Last year we received accreditation for our 85<sup>th</sup> year - we are one of the few schools in Alaska that have been accredited for that long, since 1934. School Board is working on a resolution to send to AMHS about the need for year-round service for Cordova. School Board's sub-committees will start meeting again soon, safety & facilities, policy committee, etc. Student Council is going to focus bringing awareness and attention to the dangers of vaping by students – use by teens has increased nationally by 70% over the last 2 years. Once that initiative gets underway, any efforts that Council can take to support it would be appreciated. **4**. Student Council Representative Report – was not present

## G. Approval of Consent Calendar

**5.** Resolution 08-19-33 A resolution of the City Council of the City of Cordova, Alaska authorizing the City Manager to enter into an agreement with Appraisal Company of Alaska for assessment services for tax year 2020 in the amount of Seventeen Thousand dollars (\$17,000)

6. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022

Recordation of excused absences of the following:

Council member *Ken Jones* from the May 15, 2019 Regular Meeting, Council member *Anne Schaefer* from the June 5, 2019 Regular Meeting, Council members *Ken Jones* and *Jeff Guard* from the July 3, 2019 Regular Meeting, Council members *Anne Schaefer* and *David Allison* from the July 17, 2019 Regular Meeting, Council members *Ken Jones, Jeff Guard* and *Melina Meyer* from the August 7, 2019 Regular Meeting

Recordation of unexcused absences of the following:

Mayor *Clay Koplin* from the August 7, 2019 Regular Meeting

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

## H. Approval of Minutes

M/Bailer S/Schaefer to approve the minutes.
7. Minutes of the 07-31-19 Special Council Meeting
8. Minutes of the 08-07-19 Regular Council Meeting
Vote on the motion: 5 yeas, 0 nays, 2 absent (Jones, Guard). Motion was approved.

### I. Consideration of Bids - none

### J. Reports of Officers

9. Mayor's Report - *Mayor Koplin* reported 1) these last few days he has been keeping up on AMHS - the supplemental \$5 million was vetoed by the Governor. He's been in touch with *Bitney*, AMHS staff, IBU members and there may be potential cost savings they are trying to get creative to assist the schedulers (maybe in keeping the Aurora in service). 2) CEC will have a Crater Lake Water and Power Project presentation on Wednesday August 28 at the regular board meeting - the water part of that is obviously the City's interest.

10. Manager's Report - City Manager *Alan Lanning* reported: 1) he's been starting work on the budget – trying to make sense of the vetoes, etc. he'd like to have a budget work session on the 2<sup>rd</sup> September meeting, the first September meeting, UBS will be here, they have a change in methodology they want to present. 2) he's been busy dealing with some personnel issues.

a. Public Works Director Samantha Greenwood updates on City water and Second Street Upgrades grant

1) *Greenwood* wanted to let Council know the stress, time, effort and energy the water crew has been putting into managing the water shortage these past three weeks; she said hey have been putting in a lot of hours working and wracking their brains to come up with solutions; she emphasized that if there are people who think we can't run out of water, that isn't a good thing to be thinking; it is important for citizens, residential customers, everyone should be conserving water not just the fish processors; she asked Council to be advocates for the City, to help get the message out – the Schools and NVE have put the message up on their reader boards which has helped spread the word; she gave some statistics about the current situation: Morpac tank is at 3 feet – which is very low, the seiners are catching a lot of fish today, there might not be a break at all, we've been talking to the engineers they've given some advice to tweak valves, etc. in order to assist with conservation; we feel confident, we are still evaluating alternatives; she just wants people to take this seriously; GV Jones has given us a proposal to give us an evaluation of what we have and what they could do to enhance what we have or look at new sources or other options. *Greenwood* said she would like the water situation, a water project of some kind to be considered on Council's next CIP list if possible – *Bourgeois* said the CIP list would come before them at the September 4 meeting. 2) 2<sup>nd</sup> street grant – *Greenwood* has still been working on this in between water updates, she will have a resolution before them next meeting for the match amount, she's been in contact with CEC, CTC and NVE and there may be assistance from them for the match amount.

11. City Clerk's Report - **Bourgeois** reported: 1) she had a question for Council to consider on her written report, the City Manager Assessment Committee meets Friday August 23 at noon, she wonders if council wants to discuss at Pending Agenda what the next step will be after that meeting; 2) she also reported about a possibility of entering into a contract with the local veterinarian for times when he is not in town, he'd be able to have a trained employee who would be able to euthanize pets, this could only work if the contract exists with a City government - she wonders if Council wants to pursue this as a service to citizens - she believes the cost would be a few hours of attorney time. There was Council discussion and there was interest expressed in pursuing this from *Meyer*, *Schaefer*, *Glasen* and other Council members asked *Bourgeois* to discuss this with maybe another municipality that has done something similar.

#### K. Correspondence - none

#### L. Ordinances and Resolutions

Reg Mtg Min August 21, 2019 Page 2 of 4 **12**. Resolution 08-19-32 A resolution of the City Council of the City of Cordova, Alaska supporting naming a bridge on the CRH in memory of irene Webber

*M/Meyer S/Schaefer* to approve Resolution 08-19-32 a resolution of the City Council of the City of Cordova, Alaska supporting naming a bridge on the CRH in memory of irene Webber

*Meyer* said she thinks it is a great thing to name a bridge for *irene Webber*, she did a lot, started the salmon runs, etc. Vote on the motion: 5 yeas, 0 nays, 2 absent (Jones, Guard). Motion was approved.

## M. Unfinished Business - none

## N. New & Miscellaneous Business

**13.** Council discussion and possible staff direction regarding Council membership on City Boards and Commissions After discussion, council concurred that there was no interest in changing the code that is currently in place which allows Council members an option of being members on City Boards and Commissions. The Clerk was directed to take this item off of the pending agenda list.

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

**Glasen** said he would like to schedule meetings every Wednesday until the PERS issue is worked out. Alternating special meetings between the Regular meetings until we approve the money transfer. After some discussion, Council scheduled the first reading of an ordinance moving money from the permanent fund for the PERS debt at CCMC for Wednesday August 28 at noon. **Bourgeois** said then the second reading could be on the next regular meeting date, September 4. **Bourgeois** said at each Regular meeting, we can then consider dates for other special meetings. **Meyer** said this could be a pending agenda item or maybe just something the Mayor could do – she'd like to see us take the **First Alaskans Institute** up on their offer of a Tribal Government Training, at least get us on their radar and they can see when they might be able to come back down here. **Mayor Koplin** asked to put the clerk's evaluation on the pending agenda too.

### O. Audience Participation - none

## P. Council Comments

*Allison* congratulated the school district for making it to another school year, he thinks everyone survived the first day and he's looking forward to another great year.

*Glasen* thanked **Greg Meyer** for all he is doing at Hospital. He also appreciated **Sam Greenwood** for everything she's doing with the water situation. He also thanked his fellow Council members for being here tonight. *Schaefer* also thanked Sam and the water crew.

**Bailer** thanked staff and especially Barb Webber for taking on the finances which is a really big job. He also reiterated **Allison's** comments from earlier on the dog euthanasia topic – if there are other communities doing this, we can mimic theirs instead of paying lawyers. Also thanked **Greg Meyer** as well as **Alex Russin**, superintendent, for reporting tonight.

## Q. Executive Session

**15.** Council discussion and review of CCMCA outstanding liabilities and the potential consequences arising from granting or denying financial assistance to CCMC to satisfy such liabilities, a subject which is a matter the immediate knowledge of which would clearly have an adverse effect upon City finances

*M/Bailer S/Glasen* to go into an executive session for Council discussion and review of CCMCA outstanding liabilities and the potential consequences arising from granting or denying financial assistance to CCMC to satisfy such liabilities, a subject which is a matter the immediate knowledge of which would clearly have an adverse effect upon City finances. Vote on the motion: 5 yeas, 0 nays, 2 absent (Jones, Guard). Motion was approved.

*Mayor Koplin* recessed the meeting to clear the room at 7:51 pm and Council entered the executive session at 7:55 pm. Council came back into regular session at 7:59 pm.

**16.** 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

*M/Schaefer S/Bailer* to go into executive session for a 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.

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

At 8:01 pm, *Mayor Koplin* called for a recess to clear the room and he said that City Attorney *Jennifer Alexander* would be available if Council needed Human Resources attorney advice. Council entered executive session at 8:02 pm and came back into regular session at 8:37 pm.

*Mayor Koplin* said that in the executive session council discussed the terms of the City Manager's contract with him and then only among Council and by mutual agreement between the Council and *City Manager Lanning* that contract will be executed through it's October 17, 2019 completion.

17. 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 pulled from the regular agenda as there was no update at this time

#### R. Adjournment

*M/Allison S/Schaefer* to adjourn the meeting. <u>Hearing no objection Acting Vice Mayor Allison adjourned the meeting at 8:39 pm</u>.

Approved: September 4, 2019

Attest: \_

Susan Bourgeois, CMC, City Clerk

#### City Council Public Hearing August 28, 2019 @ 12:00 pm Cordova Center Community Rooms A & B Minutes

#### A. Call to order

*Mayor Clay Koplin* called the Council public hearing to order at 12:00 pm on August 28, 2019, in the Cordova Center Community Rooms.

#### B. Roll call

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

#### C. Public hearing

1. Ordinance 1176 an ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$1,300,000 from the General Reserve Fund (Permanent Fund) for the purpose of bringing current, PERS obligations for CCMCA

*Mayor Koplin* opened the hearing up for public testimony on the ordinance. There was no public comment.

#### D. Adjournment

*M/Bailer S/Glasen* to adjourn the public hearing. Hearing no objection, *Mayor Koplin* adjourned the public hearing at 12:02 pm.

Approved: September 4, 2019

Attest:

Susan Bourgeois, CMC, City Clerk



# AGENDA ITEM 10 City Council Meeting Date: 9/4/19 CITY COUNCIL COMMUNICATION FORM

## FROM: Samantha Greenwood, Public Works Director

DATE: 8/28/19

ITEM: Award of RFP# PR19-03 Replacement of Exterior Back Wall 14 X 40 and Roof Repair City Pool Building

**NEXT STEP:** Council authorizes the City Manager to negotiate this contract

ORDINANCE RESOLUTION X MOTION **INFORMATION** 

- I. <u>**REQUEST OR ISSUE:**</u> This form constitutes the memorandum required per Code para 5.12.040 setting forth the following:
  - A. Identity of Contractor: Wolverine Supply, Inc.
  - **B**. Contract Price: *\$97,000.00*

C. Nature & quantity of the work that the City shall receive under the contract:

- Remove existing 14' X 40' section of wall
- Provide all labor and materials needed to replace the wall
- Void in wall shall be tented and all mechanical equipment shall be protected from weather, demolition, and construction debris
- Replace existing insulation with material that matches or exceeds existing insulation material and (R-) value.
- Vinyl siding will be replaced with metal siding; color will be determined by owner from submittals
- Remove the electrical pass through for the exhaust fans from the roof and re-routed the existing wiring through the interior of the building. Provide all materials needed to accomplish the re-route.
- Replaced flashing and seal where existing exterior walls meet the roofline from above. See attachment blue highlighted line 80' 10'' LF
- Replace ~1125 square feet of metal roofing on pink highlighted area See attachment color will be determined by owner from submittals

- Determine the best method to transition between existing roofing material profile and new roofing profile.
- Install an Emergency Exit Door in the Chemical room (details to be provided at site visit)
- Submit to owner and receive approval of each product being used

**D**. Time for performance under the contract: Start on 9/5/19 with completion by 11/15/19

**II.** <u>**RECOMMENDED ACTION / NEXT STEP:**</u> Council approves motion "to direct the City Manager to negotiate a contract with Wolverine Supply, Inc., to provide materials and to perform all work as described in RFP# PR19-03 Replacement of Exterior Back Wall 14 X 40 and Roof Repair City Pool Building for a sum not to exceed ninety-seven thousand dollars and zero cents (\$97,000.00)."

## III. FISCAL IMPACTS: \$97,000.00

**IV. BACKGROUND INFORMATION:** The rot in the wall was discovered in the process of making repairs related to the failure of the UV system last May. We believe the rot is the result of a leak in the flashing on the roof above. A repair was made to the flashing in 2015 and was reasonably successful. Also, during a recent inspection of the leak site, staff identified an electrical junction box located on the roof that is leaking and needs to be relocated inside.

A Request for Proposals was advertised from 8/8/19 - 8/27/19. The city received proposals from Wilson Construction and Wolverine Supply. Wolverine Supply's proposal was the highest scoring submittal and also had a lower contract price.

V. <u>LEGAL ISSUES</u>: Contract shall be negotiated and awarded per Code sections 5.12.040 and 5.12.100 and 5.12.170.

VI. <u>SUMMARY AND ALTERNATIVES</u>: Council can approve or may not approve this motion to negotiate a contract, if Council opts to not proceed in this manner, then Council could direct staff in another way.

# 5.12.040 - Council approval of contracts.

No contract for supplies, services or construction which obligates the city to pay more than twentyfive thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

A. The identity of the contractor;

B. The contract price;

C. The nature and quantity of the performance that the city shall receive under the contract; and

D. The time for performance under the contract.

(Ord. 1019 § 1, 2008: Ord. 874, 2000: Ord. 809 (part), 1998).

(Ord. No. 1093, § 1, 1-4-2012)

# 5.12.100 - Competitive sealed bidding.

Unless otherwise authorized under this chapter or another provision of law, all city contracts for supplies, services and construction shall be awarded by competitive sealed bidding.

(Ord. 809 (part), 1998).

# 5.12.170 - Award to responsible bidder or proposer.

A contract award under this chapter shall be made only to a responsible bidder or proposer. The city manager shall determine whether a bidder is responsible on the basis of the following criteria:

A. The skill and experience demonstrated by the bidder in performing contracts of a similar nature;

B. The bidder's record for honesty and integrity;

C. The bidder's capacity to perform in terms of facilities, equipment, personnel and financing;

D. The past and present compliance by the bidder with laws and ordinances related to its performance under the contract; and

E. The bidder's past performance under city contracts. If the bidder has failed in any material way to perform its obligations under any contract with the city, the city manager may consider the bidder to be not responsible.

F. The bidder's past performance of financial obligations to the city. If at the time of award the bidder is delinquent, overdue or in default on the payment of any money, debt or liability to the city, the city manager shall consider the bidder to be not responsible.

(Ord. 809 (part), 1998).

#### Susan Bourgeois

From:	Clay Koplin
Sent:	Monday, August 19, 2019 10:03 AM
То:	cnfheli@usda.gov
Cc:	Namitz, Steven M -FS; Susan Bourgeois; Alan Lanning
Subject:	Cordova Support for Commercial Temporary Heli-Skiing Guiding

The community of Cordova supports the approval of three temporary heli skiing permits as outlined in your public notice below. The community of Cordova particularly supports approval of Points North Heli-Adventures (PNH), or a aerial operator willing to help themselves to the same high standards of conduct, for these permits. For over 20 years, PNH has operated safely and respectfully over Cordova airspace, to the extent that many citizens are not aware of their presence during their operating season. The fact that PNH is located within the City limits of the City of Cordova is also a significant contributor to the local economy, which has limited opportunities on the Chugach Forest for economic support. PNH has operated safely during their tenure, and contributed significantly to the social fabric of the community including presentations and engagements with the Cordova school district by the olympic athletes and ski industry leaders that are their clients, preferred "local" rates, free movie presentations, search and rescue support for citizens in danger or avalanche peril, and numerous other contributions. Please consider approving either PNH for these permits, or those willing to hold themselves to similar high standards of conduct and stewardship. Cordova's greatest concern is that PNH, a known, respected, and respectful operator, will be replaced by an operator who is not familiar with the community, the area, or our expectations for performance after enjoying the fantastic working relationship we have enjoyed with PHN.

Respectfully, Clay Koplin, Mayor City of Cordova

From: FS-R10 Chugach Heliski Comments <<u>cnfheli@usda.gov</u>> Subject: Chugach National Forest seeks Public Comment on Temporary Heli-skiing Guiding Opportunities Date: August 16, 2019 at 12:48:21 PM HST To: FS-R10 Chugach Heliski Comments <<u>cnfheli@usda.gov</u>>

NEWS RELEASE For Immediate Release Contact: Alicia King 907-231-0172 <u>alicia.king@usda.gov</u> Twitter: @ChugachForestAK Chugach National Forest seeks Public Comment on Temporary Heli-skiing Guiding Opportunities

Anchorage, AK—Aug. 16, 2019 — The Chugach National Forest seeks to expand guided helicopter skiing opportunities on the Cordova Ranger District of the Chugach National

Forest. Up to three temporary permits for up to 200 days each for the 2020 season may be approved through temporary special use authorizations. The Cordova Ranger District is seeking public input to identify any specific concerns related to these opportunities. Public comments are being accepted from August 16 through August 30.

Dates of temporary permit operation are from January 1 through April 30, 2020. These authorizations are within three distinct permit areas in the Tasnuna and Scott-Sherman Glacier Area of the Chugach Mountains located 10-25 miles north and east of Cordova, Alaska. These lands are managed by the Cordova Ranger District, Chugach National Forest. The temporary special use authorizations will include operational stipulations to address wildlife, recreational, and community impacts.

More information about the permit and a map of the permit area can be found at <u>Commercially Guided Helicopter Skiing Opportunities(https://go.usa.gov/xySWc)</u>.

Public comments related to this opportunity should be submitted by Aug. 30, 2019 at 5 p.m. via email to <u>cnfheli@usda.gov</u>, or by contacting Cordova District Ranger, Steve Namitz at <u>steven.namitz@</u>usda.gov

#

The mission of the U.S. Forest Service, an agency of the U.S. Department of Agriculture, is to sustain the health, diversity and productivity of the nation's forests and grasslands to meet the needs of present and future generations. The agency manages 193 million acres of public land, provides assistance to state and private landowners and maintains the largest forestry research organization in the world. Public lands the Forest Service manages contribute more than \$13 billion to the economy each year through visitor spending alone. Those same lands provide 30 percent of the nation's surface drinking water to cities and rural communities and approximately 66 million Americans rely on drinking water that originated from the National Forest System. The agency also has either a direct or indirect role in



Alicia Frances King Public Affairs/Partnership Staff Officer Forest Service Chugach National Forest Supervisor Office p: 907-743-9444

c: 907-231-0172 aliciaking@fs.fed.us 161 East 1st Ave. Door 8 Anchorage, AK 99501 www.fs.fed.us

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(T) 907-424-3265 (F) 907-424-3271 www.cordovasd.org

#### RESOLUTION OF THE CORDOVA SCHOOL DISTRICT BOARD OF EDUCATION Resolution No. 2020: 01

#### A RESOLUTION SUPPORTING YEAR-ROUND FERRY SERVICE TO THE COMMUNITY OF CORDOVA, ALASKA

WHEREAS, the Alaska Marine Highway System has provided service to Alaska coastal communities and schools for more than 50 years, including those located in Prince William Sound; and

WHEREAS, in 2002, AMHS gained federal recognition in being named a National Scenic Byways for its scenic, cultural, and archaeological qualities and in 2005 was designated an All-American Road by the Federal Highway Administration, and, further, is the only marine route in the U.S. with these designations; and

WHEREAS, these designations also reflect, in part, the characteristics of the Cordova School District; and

WHEREAS, the Cordova School District and visiting students to our unique community contribute to the ridership of the AMHS with approximately 1,500 passenger tickets and nearly 200 vehicle fares, yearly; and

WHEREAS, ferry service offers a reasonable, predictable, and cost-effective means with which to schedule travel for our students outside of Cordova; and

WHEREAS, travel for our students provides enhanced learning opportunities in real-life contexts about the State of Alaska; engagement with others in culturally diverse settings; participation and competition in academic and athletic events held throughout the state; and the development of a strong foundation in permanent life-long skills such as teamwork, communication, relationship building, and leadership; and

WHEREAS, through a variety of enriched learning experiences, it is our belief that students will graduate with a well-rounded education that offers multiple pathways to success and, ultimately, meaningful contributions to our community and state, as a whole.

**NOW, THEREFORE, BE IT RESOLVED,** as the governing board responsible for ensuring a high-quality public education for each student in our community, the Cordova School District Board of Education is resolute in strongly supporting a minimum of twice weekly, consistent, year-round ferry service to and from Cordova provided by the Alaska Marine Highway System.

Approved by the Cordova School District Board of Education on August 27, 2019.

. Board President

EXCELLENCE FOR ALL



# AGENDA ITEM # 16 City Council Meeting Date: 9/4/2019

# CITY COUNCIL COMMUNICATION FORM

FROM: City Clerk, Susan Bourgeois

DATE: 8/28/2019

ITEM: General Reserve Fund Transfer via Substitute Ordinance 1176

NEXT STEP: Council roll call vote requiring 7 yeas on second reading

_X_	ORDINANCE
	RESOLUTION

\_\_\_\_ MOTION \_\_\_\_ INFORMATION

**I.** <u>**REOUEST OR ISSUE:**</u> At the August 21, 2019 regular meeting Council directed staff to prepare an ordinance to transfer \$1.3 million from the permanent fund to pay CCMC's PERS debt. At the Council special meeting on August 28, 2019, Ordinance 1176 was approved at first reading and there was no public comment at the preceding public hearing. Tonight, the ordinance has been changed to substitute ordinance 1176 so that the 2019 City budget can be amended simultaneously. This does not constitute a substantial change to the ordinance, and it can be finally approved at second reading on September 4, 2019.

**II.** <u>**RECOMMENDED ACTION / NEXT STEP:**</u> Council motion to adopt Substitute Ordinance 1176, approving the transfer of up to \$1,300,000 from the Cordova Permanent Fund to cover CCMC PERS obligations and also amending the City's 2019 budget accordingly.

**III.** <u>FISCAL IMPACTS</u>: The fiscal impact is a \$1,300,000 reduction to the Cordova Permanent Fund. Failure to bring CCMC PERS obligations current could trigger additional audits, fines and penalties leading to additional costs.

**IV. BACKGROUND INFORMATION:** The attached document entitled "CCMC PERS liability re-cap for 2017, 2018 and 2019" explains the PERS liability, late fees, unpaid payrolls and gives total owed as well as a projected amount of PERS that should be paid on an average CCMC payroll. After accounting for a Medicare/Medicaid reimbursement from 2018 (\$535,464) which CCMC should be receiving in August 2019, the amount due is \$1,145,404.24. The ordinance is transferring "up to" \$1,300,000 to account for any possible overage in that amount.

V. LEGAL ISSUES: pertinent charter: section 2-13, and 5-22 and City Code chapter 5.44 are attached

## VI. CONFLICTS OR ENVIRONMENTAL ISSUES: none noted

VII. <u>SUMMARY AND ALTERNATIVES</u>: City Council can adopt the Ordinance, fail to adopt the ordinance or suggest an alternative.

If there are not enough Council members present including the Mayor to approve the ordinance (seven yeas required for final passage), then the ordinance may be postponed to a future meeting date or referred to staff and brought back at a future meeting.

I'd suggest Council move to postpone the second reading of substitute ordinance 1176 until the next scheduled special or regular meeting of the City Council.

## CITY OF CORDOVA, ALASKA SUBSTITUTE ORDINANCE 1176

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE TRANSFER OF UP TO \$1,300,000 FROM THE GENERAL RESERVE FUND (PERMANENT FUND) FOR THE PURPOSE OF BRINGING CURRENT, PERS OBLIGATIONS FOR CCMCA AND AUTHORIZING AMENDMENT TO THE CITY OF CORDOVA APPROVED 2019 BUDGET

WHEREAS, the City Council of the City of Cordova, Alaska, has adopted the City Budget and appropriated funds for FY19 for the period of January 1, 2019 to December 31, 2019; and

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

Account	Current	Proposed	Adjustment	Description
104-300-40740	\$0	\$1,300,000	\$1,300,000	PF Misc. Revenue
104-901-59999	\$0	\$1,300,000	\$1,300,000	PF Trsf to GF (expense interfund trsf out)
101-390-49998	\$0	\$1,300,000	\$1,300,000	GF Trsf from PF (revenue interfund trsf in)
101-902-57017	\$600,000	\$1,900,000	\$1,300,000	GF CCMC Bdgt Appropriation (exp trsf to other entities)

**NOW, THEREFORE BE IT ORDAINED** that the City Council of the City of Cordova, Alaska, hereby authorizes the transfer of up to \$1,300,000 from the General Reserve Fund (Permanent Fund) as in the above table, for the purpose of bringing CCMCA PERS obligations current, which were not appropriated in the adopted or amended budget for fiscal year 2019.

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 of its passage.

1<sup>st</sup> reading and Public Hearing: August 28, 2019 2<sup>nd</sup> reading and Public Hearing: September 4, 2019

# PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF SEPTEMBER 2019

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, Clerk

2017 & 2018 PERS LIABILITY AS OF DECEMBER	Amount due to State of Alaska	
PERS liability	991,286.00	
Late fees	108,519.00	
PERS Liability as of 12/31/18		1,099,805.00 Audited
2019 PERS LIABILITY AS OF JULY 31, 2019	Amount due to State of Alaska	

.111 AS OF JULT S1, 2019	State OF Aldska	
Unpaid Payrolls		
1/12/19	41,284.13	
1/26/19	37,363.42	
2/9/19	37,876.14	
2/23/19	40,154.84	
3/9/19	47,153.93	
3/23/19	39,876.09	
4/6/19	40,505.46	
4/20/19	38,031.11	
5/4/19	30,842.73	
5/18/19	31,415.83	
6/1/19	32,625.95	
6/15/19	28,698.84	
6/29/19	29,084.85	
7/13/19	30,404.92	
7/27/19	29,485.00	
Late fees estimate	46,260.00 *	
Total PERS Liability as of 7/31/19		<b>581,063.24</b> Es

	Total Pers Liability due to date:	1,680,868	Est
ate			•

\*Estimate

Aug. Medicare/Medicaid 2018 payment due Aug. 2019	(535,464.00)
Amount Due after payment	<b>1,145,404.24</b> Est

#### Projected annual PERS cost:

		Ave PERS		Total	
Ave Payroll	· · · · · · · · · · · · · · · · · · ·	cost/payroll	Pay periods	PERS	CCMC portion
\$ 118,960	Average Payroll	35,688	26	927,888	
17%	CCMC Fixed PERS costs	20,223	26	525,803	525,803
5%	CCMC Share Current	5,948	26	154,648	154,648
8%	Employe Share Current	9,517	26	247,437	
30%		35,688	26	927,888	680,451

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#### CITY OF CORDOVA 2019 BUDGET

# CITY PERMANENT FUND

BUDGET						
Acct. Number	Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2018 Budget	FY 2019 Budget
Revenue				·		
104-300-40300	Investment Earnings_CT	0.00	0.00	8,384.39	0.00	10,000.00
104-300-40325	Investment Earnings-PF	331,200.92	914,776.97	-299,061.35	225,000.00	200,000.00
104-300-40730	Sale of Real Estate	34,088.80	75,666.08	121,950.08	200,000.00	0.00
104-300-40740	Misc. Revenue	0.00	248.20	0.00	0.00	0.00
104-300-43000	CRH Sewer Assessment Principal	336.00	1,776.00	620.00	1,000.00	0.00
104-300-43001	CRH Sewer Assessment Interest	0.00	367.00	116.00	200.00	0.00
Total Revenue:		365,625.72	992,834.25	-167,990.88	426,200.00	210,000.00
				·	·	
Interfund Trans	fers In					
104-390-41030	Transfer from Sewer Fund	11,164.00	11,164.00	11,164.00	11,164.00	11,164.00
104-390-41032	Transfer From Water Fund	1,164.00	1,164.00	1,164.00	1,164.00	1,164.00
104-390-41070	Transfer from Harbor Fund	20,328.00	20,328.00	20,328.00	20,328.00	20,328.00
104-390-41075	Transfer from Refuse Fund	2,328.00	2,328.00	2,328.00	2,328.00	2,328.00
104-390-41085	Transfer from Odiak Camper Par	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
104-390-49999	Due To/From Other Funds	-19,961.94	-19,962.00	0.00	0.00	0.00
Total Interfund	Transfers In:	19,022.06	19,022.00	38,984.00	38,984.00	38,984.00
Interfund Trans	fers Out					
104-901-57390	Transfer to Cordova Ctr Fund	1,300,000.00	0.00	0.00	0.00	0.00
104-901-59999	Transfer to General Fund	0.00	876,000.00	0.00	0.00	0.00
Total Interfund	Transfers Out:	1,300,000.00	876,000.00	0.00	0.00	0.00
,	Fund Revenue Total:	384,647.78	1,011,856.25	-129,006.88	465,184.00	248,984.00
	Fund Expenditure Total:	1,300,000.00	876,000.00	0.00	0.00	0.00
Net Total City I	Permanent Fund:	-915,352.22	135,856.25	-129,006.88	465,184.00	248,984.00

#### CITY OF CORDOVA 2019 BUDGET

# INTERFUND TRANSFERS IN

## GENERAL FUND

BUDGET						
Acct. Number	Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2018 Budget	FY 2019 Budget
101-390-41000	Allocated Administrative Costs	492,043.80	492,043.80	512,706.52	512,754.00	461,491.00
101-390-41015	Transfer from Capital Projects	0.00	31,046.49	0.00	0.00	0.00
101-390-41095	Transfer From General Fund Res	0.00	0.00	0.00	282,146.00	0.00
101-390-49998	Transfer from Permanent Fund	0.00	876,000.00	0.00	0.00	0.00
101-390-49999	due to/from other funds	-92,274.39	-92,274.42	-1,816,604.38	0.00	0.00
Total		399,769.41	1,306,815.87	-1,303,897.86	794,900.00	461,491.00



#### **REVENUE HISTORY**

#### CITY OF CORDOVA 2019 BUDGET

# TRANSFERS TO OTHER ENTITIES

## GENERAL FUND

BUDGET						
Acct. Number	Description	FY 2016 Actual	FY 2017 Actual	FY 2018 Actual	FY 2018 Budget	FY 2019 Budget
101-902-57000	School Transfer (Jan-June)	826,791.00	861,000.00	844,000.00	844,000.00	844,000.00
101-902-57001	School Transfer (July-Dec)	925,000.00	656,000.00	656,000.00	656,000.00	906,000.00
101-902-57002	School Boiler	0.00	0.00	0.00	0.00	0.00
101-902-57004	School Cap Projects	0.00	0.00	0.00	0.00	0.00
101-902-57005	School In-Kind Jan-June	52,068.00	46,634.82	59,355.10	52,068.00	52,068.00
101-902-57006	School In-Kind Jul-Dec	46,634.82	51,026.10	59,355.10	52,068.00	52,068.00
101-902-57014	CCMC In-Kind Services Jan-Dec	28,134.48	28,134.48	28,134.48	28,134.48	28,134.00
101-902-57016	CCMC Support & Admn	0.00	7,554.52	0.00	0.00	0.00
101-902-57017	CCMC Budget Appropriation	223,589.20	806,500.00	742,000.00	625,000.00	600,000.00
101-902-57019	Quorum Contract	200,000.00	58,333.33	0.00	0.00	0.00
101-902-57020	Cordova Family Resource Ctr	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
101-902-57030	Cordova Community College	0.00	0.00	10,000.00	10,000.00	10,000.00
101-902-57181	Cordova Chamber of Commerce	70,000.00	70,000.00	70,000.00	70,000.00	90,000.00
101-902-57182	Cordova Chamber in-kind	4,547.04	4,547.04	4,547.04	4,547.00	4,547.00
101-902-57183	Cordova Chamber in-kind lease	23,469.96	23,469.96	23,469.96	23,470.00	23,470.00
Total		2,420,234.50	2,633,200.25	2,516,861.68	2,385,287.48	2,630,287.00

#### **EXPENDITURE HISTORY**



#### Section 2-13. - Ordinances: Passage, veto, when in effect.

(1) A proposed ordinance shall be read, either in full or by number and Title, and a vote of a majority of all members of the council shall be required for its final passage, unless a vote of a number greater than the majority of all the council and the mayor shall be required by ordinance or provided for elsewhere in the charter for final passage of the proposed ordinance. The vote on final passage of every ordinance shall be yeas and nays and shall be entered into the journal. No ordinance except an emergency ordinance may be finally passed on the same day that it is introduced.

(2) Except as otherwise provided by applicable law, the mayor may veto any ordinance by filing a written and signed veto with the council or the city clerk or in the office of the city clerk, not later than the next calendar day after its final passage; and said veto shall state the reasons therefor. The city clerk shall immediately notify the council of the mayor's action.

(3) Not less than five days nor more than three weeks after the mayor vetoes an ordinance, the council, by vote of at least five council members in the case of nonemergency ordinances and six votes in the case of emergency ordinances, may pass the ordinance notwithstanding the veto of the mayor. Such vote shall be by yeas and nays and shall be entered in the journal.

(4) When this charter refers to passing or passage of an ordinance, it shall mean final passage in case there is no veto, or passage after a veto notwithstanding the veto of the mayor, as the case may be.

(5) Within ten days after its passage, every ordinance shall be published in full or by number and title. Emergency ordinances and ordinances making, repealing, transferring, or otherwise changing appropriations, shall go into effect immediately upon passage unless they specify a later time. All other ordinances shall go into effect thirty days after passage and publication unless they specify a later time.

(Amended by Resolution 86-45 § 2, 1986, and by Resolutions 5-95-39 and 5-95-56, approved by the voters on July 19, 1995).

#### Section - 5-22.

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

(Added by Resolution 87-51, 1987, and amended by Resolutions 5-95-39 and 5-95-50, approved by voters on July 19, 1995).

#### **Chapter 5.44 - CORDOVA GENERAL RESERVE FUND**

#### 5.44.010 - Cordova general reserve fund established.

There is established as a separate fund within the finances of the city a fund to be known as the Cordova general reserve fund (hereinafter referred to as "the fund"). The Cordova general reserve fund is also referred to as the "city permanent fund." The fund shall be administered in accordance with the provisions of this chapter. (Ord. 789 (part), 1997: Ord. 615 § 1, 1987).

#### 5.44.020 - Purpose.

The purpose for establishment of the fund is to provide a continuing source of funding for the capital and operating expenses of the city. The council may not consider any revenue from the Cordova general reserve fund as anticipated revenues for the purpose of funding operating expenses when approving the budget. The establishment of the fund is intended to assist in minimizing the tax burden to the citizens of Cordova, and preserve in trust assets of the city for the benefit of present and future generations of Cordova residents.

(Ord. 789 (part), 1997: Ord. 615 § 2, 1987).

#### 5.44.030 - Deposits to the fund.

The council may, from time to time, make deposits to the fund in the same manner as it makes other appropriations. Any funds received by the city from any source may be deposited into the fund; provided, however, it shall be the policy of the city council that any windfall funds from legal settlements received by the city shall be deposited into the fund to fulfill the purpose as set forth in <u>Section 5.44.020</u>.

(Ord. 702 (part), 1992: Ord. 615 § 3, 1987).

#### 5.44.040 - Management of fund.

An investment policy consistent with the Prudent Investor Act shall be adopted by the city council by resolution, and may be amended as necessary by resolution. The city treasurer shall follow the investment policy adopted by the city council for investment and management of amounts in the fund.

(Ord. 615 § 4, 1987).

(Ord. No. 1059, § 1, 11-4-2009)

#### 5.44.050 - Income and distribution.

A. In conjunction with the audit of the city's financial statements each year, the city treasurer shall prepare a report for the city council which shows, as of the last day of the preceding fiscal year, the nature of each outstanding investment, including the purchase date, purchase price, and estimated net yield rate at the time of purchase, and the income earned from each investment from the initial date of purchase to the date of the report. The report shall be delivered to the city council in conjunction with the audited financial statements.

B. In conjunction with audit of the city's financial statements each year, the net income of the fund shall be determined as of the last day of the preceding fiscal year in accordance with this section and utilizing generally accepted accounting principles. The city treasurer shall report such determination to the city council in conjunction with delivery of the audited financial statements.

C. For the purposes of determining the net income of the fund, "net income" means the total income yielded from investment of the principal of the fund for the preceding fiscal year, less any amounts needed;

- 1. To reimburse the fund principal in the event a transaction results in an actual dollar loss in principal;
- 2. To offset any reduction in fund principal due to administrative costs;
- 3. To offset any depletive effect of inflation on the fund principal during the fiscal year, as may be determined by a nationally recognized inflation index.

D. The net income of the fund is unrestricted general income of the city.

(Ord. 933, 2003: Ord. 915, 2002: Ord. 615 § 5, 1987).

#### 5.44.060 - Principal.

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

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

(Ord. 789 (part), 1997; Ord. 702 (part), 1992; Ord. 615 § 6, 1987).



## COUNCIL MEETING ITEM 17 City Council Meeting Date: 9/4/2019 CITY COUNCIL COMMUNICATION FORM

FROM: Alan Lanning, City Manager

DATE: 9/4/2019

ITEM: Lease back of PWSSC property

NEXT STEP: Council Direction

ORDINANCE\_X\_RESOLUTIONMOTION\_\_\_\_INFORMATION

- I. <u>**REQUEST OR ISSUE:**</u> The City of Cordova intends to lease back the entire parcel sold to the PWSSC AT Shelter Cove including 3 camp sites; the parking area and open space, until the project for a new Science Center gets under way. The lease revenue/cost neutral.
- II. <u>RECOMMENDED ACTION / NEXT STEP:</u> Council direction. Suggested motion, "I move to approve Resolution, 8-19-31, establishing lease terms for the Shelter Cove open space, parking area and camping sites, with PWSSC."
- **III. <u>FISCAL IMPACTS:</u>** This is revenue/cost neutral.
- IV. <u>BACKGROUND INFORMATION:</u> 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, to create a cost/revenue neutral lease.
- 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 SUBSTITUTE RESOLUTION 08-19-31

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA ESTABLISHING AND APPROVING LEASE TERMS FOR THE LEASE OF FACILITES IN THE SHELTER COVE AREA FROM THE PRINCE WILLIAM SOUND SCIENCE CENTER FOR A TERM OF TWO YEARS, FOR APPROXIMATELY \$2,200, FOR USE OF THE AREA BY THE CITY OF CORDOVA PARKS AND RECREATION DEPARTMENT

WHEREAS, the City of Cordova (the "City") sold real property containing certain facilities in the Shelter Cove area to the Prince William Sound Science Center ("PWSSC"), including the parking area, camp sites and open spaces; and

WHEREAS, the City of Cordova Parks and Recreation Department desires 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 on the property, and desires to lease the property to the City for a period of two years, commencing as of January 1, 2019, in exchange for the payment of rent in the sum of approximately \$2,200, and the City's agreement to pay customary maintenance and carrying costs, utilities, and insurance, but not including real estate taxes; and

WHEREAS, the City has determined that it is in the best interests of the City to enter into a lease with the PWSSC to permit the continued use of the facilities on the essential terms set forth above.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Cordova, Alaska, hereby authorizes and directs the City Manager to lease the Shelter Cove Area from PWSSC in accordance with the terms of the Lease. The form and content of the Lease between the City and PWSSC is hereby 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 PWSSC on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said 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.

#### PASSED AND APPROVED THIS 4th DAY OF SEPTEMBER 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. <u>LEASE TERM</u>

A. Lease Term. The Lease Term is two (2) years, commencing on January 1, 2019 ("Commencement Date") and expiring on December 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.

**C. Early Termination.** Either party may terminate this Lease for any reason after March 31, 2020, with two-weeks' prior written notice to the other party. If the Lease is terminated prior to the Termination Date, the Science Center shall within ten (10) days of the City vacating the Demised Premises in accordance with the terms of this Lease, reimburse the City for a prorated portion of the 2020 Rent paid, calculated by multiplying the per diem 2020 rent rate by the number of days remaining in 2020 after the early termination date.

#### 3. <u>RENT</u>

**A. Base Rent.** For the period of January 1, 2019, and concluding on December 31, 2019, Lessee shall pay annual rent in the amount of \$1,102.00, which shall be paid to the Science Center on or before September 15, 2019. For the period commencing January 1, 2020, and concluding December 31, 2020, annual rent shall be the greater of \$1,102.00, or the actual real property tax assessment imposed for the Property by the City of Cordova, which Lessee shall pay to the Science Center on or before January 10, 2020. 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, AND UTILITIES

Subject to the limitations stated in Section 4B, during the Term of the Lease Lessee shall, at Lessee's sole cost and expense, be solely responsible for all operations, maintenance, and utilities on, for, and against the Demised Premises. Lessee agrees to pay, before delinquency, the following charges levied against the Demised Premises during the Term of the Lease, if any, for: (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 Demised Premises; and (viii) license, excise fees, and occupation taxes covering the business conducted on the Premises. The Science Center shall be responsible for paying any real estate taxes and assessments relating to the Demised Premises during the term of this Lease in accordance will applicable law.

#### 7. <u>LIENS</u>

Lessee will suffer no lien or other encumbrance to attach to the Demised Premises, including without limitation mechanic's or materialman's liens and sales tax liens. 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 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; <u>provided</u>, <u>however</u>, 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. <u>REMOVAL OF PROPERTY</u>

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 maintain insurance for the Demised Premises;

(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. <u>SIGNS</u>

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. <u>EMINENT DOMAIN</u>

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. <u>COSTS</u>

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

#### 19. <u>MISCELLANEOUS</u>

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:	Ву:	
		Katrina Hoffman
	lts:	President/CEO
LESSEE: CITY OF CORDOVA		
an Alaska municipal corporation		
Dated:	Ву:	
	Its:	City Manager
Attest:		
Attest: City Clerk		



# Agenda Item # 18 City Council Meeting Date: 9/4/2019 City Council Communication Form

FROM: Susan Bourgeois,	CMC, City	y Clerk
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DATE: 8/28/2019

ITEM: Resolution 09-19-34

ACTION: Updating Council's CIP List Resolution

	Ordinance	 Motion
_X_	Resolution	 Information

- I. <u>**REQUEST OR ISSUE:**</u> Council has asked to see this federal/state CIP prioritized list quarterly – the last CIP list resolution approved was Resolution 12-18-35 in December 2018.
- II. <u>**RECOMMENDED ACTION:**</u> move to approve resolution 09-19-34, then move to amend resolution 09-19-34 by adding items to the list and/or removing items from the list and/or re-ordering the list.
- III. <u>FISCAL IMPACTS:</u> impact could be in future budgets if any of the items on the list come to fruition and may require City matches to federal or state funding sources
- IV. BACKGROUND INFORMATION: provided verbally
- V. LEGAL ISSUES: none
- VI. <u>CONFLICTS OR ENVIRONMENTAL ISSUES</u>: environmental issues could exist with any number of the items on the CIP list
- VII. <u>SUMMARY AND ALTERNATIVES</u>: Council could opt to amend by adding/removing items and/or re-ordering the list as mentioned above

#### CITY OF CORDOVA, ALASKA RESOLUTION 09-19-34

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, DESIGNATING CAPITAL IMPROVEMENT PROJECTS

WHEREAS, the Cordova City Council has identified several Capital Improvement projects that will benefit the citizens of Cordova, and in several cases the entirety of Prince William Sound; and

**WHEREAS**, the City Council of the City of Cordova has identified the following Capital Improvement projects as being critical to the future well being and economy of Cordova and the surrounding area:

**1.** Port and Harbor Renovations

- a. South Harbor replacement (G, H & J floats priority)
- **b**. Shipyard fill expansion
- **c**. Harbor basin expansion
- **d**. South Fill and Sawmill Avenue extension
- e. General upgrades (north harbor sidewalks, waste oil building, harbor crane)
- 2. School Repairs
- 3. Large vessel maintenance facility (aka shipyard building)
- 4. Public Safety Building
- 5. Road Improvements / ADA Sidewalk Improvements
  - a. Cordova Center staircase
  - b. Adams, 6th & 7th Streets sidewalk/drainage project
  - c. Ferry Trail
- 6. Hospital Upgrades

and;

**WHEREAS,** some or all of these projects will be submitted to State or Federal legislators and agencies as Capital Improvement projects for the City of Cordova, Alaska.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby designates the above listed projects as Capital Improvement projects.

## PASSED AND APPROVED THIS 4th DAY OF SEPTEMBER 2019

Clay Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk



# COUNCIL MEETING ITEM 19 City Council Meeting Date: 9/4/2019 CITY COUNCIL COMMUNICATION FORM

FROM: Alan Lanning, City Manager

DATE: 9/4/2019

ITEM: Funding to Repair Pool Roof and Walls

NEXT STEP: Council Direction

ORDINANCE	XRESOLUTION
MOTION	

- I. <u>**REQUEST OR ISSUE:**</u> The attached resolution 9-19-35 is to appropriate funds to make repairs at the Bob Korn pool on the back wall and roof area that were discovered subsequent to the pump damage. A separate contract is being presented.
- II. RECOMMENDED ACTION / NEXT STEP: Council approval of Resolution 9-19-35.
- III. FISCAL IMPACTS: \$97,000.
- IV. <u>BACKGROUND INFORMATION:</u> Nature & quantity of the work that the City shall receive under the contract:
- Remove existing 14' X 40' section of wall
- Provide all labor and materials needed to replace the wall
- Void in wall shall be tented and all mechanical equipment shall be protected from weather, demolition, and construction debris
- Replace existing insulation with material that matches or exceeds existing insulation material and (R-) value.
- Vinyl siding will be replaced with metal siding; color will be determined by owner from submittals
- Remove the electrical pass through for the exhaust fans from the roof and rerouted the existing wiring through the interior of the building. Provide all materials needed to accomplish the re-route.
- Replaced flashing and seal where existing exterior walls meet the roofline

from above. See attachment blue highlighted line 80' 10" LF

- Replace ~1125 square feet of metal roofing on pink highlighted area See attachment color will be determined by owner from submittals
- Determine the best method to transition between existing roofing material profile and new roofing profile.
- Install a Emergency Exit Door in the Chemical room-(details to be provided at site visit)
- Submit to owner and receive approval of each product being used
- V. **LEGAL ISSUES:** None that we are aware of.

## VII. SUMMARY AND ALTERNATIVES:

Approve the Resolution. Do Not Approve the Resolution. Provide Another Alternative.

#### CITY OF CORDOVA, ALASKA RESOLUTION 09-19-35

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING AMENDMENT TO THE FY19 BUDGET IN THE AMOUNT OF \$97,000 TO FUND ROOF AND WALL REPAIRS FOR THE BOB KORN POOL BUILDING

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

WHEREAS, City staff is requesting amendment to the FY 19 budget by \$97,000 to fund repairs to the roof and back wall in the mechanical room at the Bob Korn Pool building; and

**WHEREAS**, to complete the budget amendment, the following line items in the FY19 City budget would have to be adjusted by the corresponding amounts as in the chart below:

Account	Current	Proposed	Adjustment	Description
101-390-41095	\$55,800	\$152,800	\$97,000	General Fund Reserves
101-901-57340	\$93,566	\$190,566	\$97,000	Transfer to CIP #401
401-390-49999	\$93,566	\$190,566	\$97,000	Transfer in from GF
401-702-55026	-\$0-	\$97,000	\$97,000	Pool Repairs

**NOW, THERFORE, BE IT RESOLVED** by the City Council of the City of Cordova, authorizes the amendment of the FY19 Budget in the amount of \$97,000 listed above.

## PASSED AND APPROVED THIS 4<sup>st</sup> DAY OF SEPTEMBER 2019

ATTEST:

Clay R. Koplin, Mayor

Susan Bourgeois, CMC, City Clerk



# AGENDA ITEM 20 City Council Meeting Date: 09/04/2019 CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood, Public Works Director

DATE: 8/29/19

ITEM: Resolutions 09-19-38

NEXT STEP: Vote on resolution

ORDINANCE\_\_X\_\_RESOLUTIONMOTION\_\_\_\_ INFORMATION

#### I. REQUEST OR ISSUE:

The attached resolution is required for a complete Community Transportation Program (CTP) grant application. Resolution 09-19-38 satisfies the following CTP grant requirements:

- Supporting the application for Second Street upgrades to Alaska Department of Transportation (ADOT)
- Authorizing expenditure of the grant match amount
- Committing to ownership and O&M of Second Street upon completion of the project

City Council needs to decide how much of a match they are willing to commit for the grant. As discussed at previous council meetings, the city is competing with urban populations, which puts us at a disadvantage in many categories, especially safety as we have very few documented motor vehicle accidents and no fatalities. Each additional percentage in match increases the chances of being awarded the grant.

Below is the cost estimate for the entire project provided by ADOT.

Year 1 + 2 Design	Year 3Year 4FinalROW andEngineeringUtilities		Year 5 Construction	Total
\$945,000	\$860,000	\$350,000	\$6,000,000	\$8,155,000

Regardless of what percent the city chooses as a match, the city is responsible for contingency in the amount of \$81,496 for Year 1+2, \$15,803 for Year 4, and \$81,270 for Year 5. If the contingency is not

used, the funds will be returned to the city.

The match payments are due by year phase rather than lump sum. The following table shows how much the city would be responsible for by year at different match levels. Contingencies are included in Year 1+2, Year 4, and Year 5.

Match %	Year 1 + 2 Design	Year 3 Final Engineering	Year 4 ROW and Utilities	Year 5 Construction	Total
9.03%	\$166,830	\$77,658	\$47,408	\$623,070	\$914,966
10.03%	\$176,280	\$86,258	\$50,908	\$683,070	\$996,516
11.03%	\$185,730	\$94,858	\$54,408	\$743,070	\$1,078,066
12.03%	\$195,180	\$103,458	\$57,908	\$803,070	\$1,159,616
13.03%	\$204,630	\$112,058	\$61,408	\$863,070	\$1,241,166
14.03%	\$214,080	\$120,658	\$64,908	\$923,070	\$1,322,716
15.03%	\$223,530	\$129,258	\$68,408	\$983,070	\$1,404,266

Cordova Telephone Cooperative, Cordova Electric Cooperative, and the Native Village of Eyak have committed to contribute to the match, with generous amounts towards this project totaling \$430,000. The following table shows the total amount the city will be responsible for over five years minus these contributions.

Match %	Grant Application Points	Total Match	CEC	стс	NVE	Total City Contribution
9.03%	0	\$914,966	\$150,000	\$150,000	\$130,000	\$484,966
10.03%	1	\$996,517	\$150,000	\$150,000	\$130,000	\$566,517
11.03%	2	\$1,078,068	\$150,000	\$150,000	\$130,000	\$648,068
12.03%	3	\$1,159,619	\$150,000	\$150,000	\$130,000	\$729,619
13.03%	4	\$1,241,170	\$150,000	\$150,000	\$130,000	\$811,170
14.03%	5	\$1,322,721	\$150,000	\$150,000	\$130,000	\$892,721
15.03%	7	\$1,404,273	\$150,000	\$150,000	\$130,000	\$974,273

## II. RECOMMENDED ACTION / NEXT STEP:

The resolution has blanks for the percentage and the amount of the match. The match noted in the resolution must be the entire match amount, not just the city's contribution. We will develop a separate contract with the partners upon award of the grant.

Staff suggest the following motions:

"I move to approve Resolution 09-19-38"

"I move to amend Resolution 09-19-38 by filling in the blanks for percent of match and dollar amount of match with \_\_% and \$\_\_\_\_"

"I move to approve Resolution 09-19-38 as amended"

## III. FISCAL IMPACTS:

The city will be responsible for the match amount. Originally the grant was due May 15<sup>th</sup> and agreements

signed after August. With the application deadline pushed back to September 15<sup>th</sup>, it is likely that the match payments would be due at the earliest in federal fiscal year 2021.

The match for the Cordova Center Stairs in 2021 is \$27,683. The Whitshed road project is still in design mode and may move into ROW and Utilities by 2021 if that happens the amount due is \$23,699. For a total of \$51,382.

## IV. BACKGROUND INFORMATION:

Second Street is in desperate need of storm water management, improved and safe walking corridors and enhanced safety for both vehicles and pedestrians. The area has numerous new and established businesses, many of which are growing. This project will provide sidewalks and bring new life to the area, helping businesses to attract customers. The residential use that occurs on second street is very compatible with idea of a walkable community and supports a healthy community. Eliminating unsafe vehicle and pedestrian concerns is a long-term goal of the city.

## V. <u>LEGAL ISSUES</u>: none noted

## VI. SUMMARY AND ALTERNATIVES:

If this resolution is not approved tonight the grant application will not be submitted.

#### CITY OF CORDOVA, ALASKA RESOLUTION 09-19-38

#### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, SUPPORTING APPLICATION TO THE ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES (ADOT&PF) COMMUNITY TRANSPORTATION PROGRAM (CTP) GRANT FOR "CORDOVA SECOND STREET UPGRADES PROJECT", AUTHORIZING EXPENDITURE OF \$\_\_\_\_\_ ( \_\_%) TO PROVIDE A REQUIRED MATCH AND COMMITTING TO CONTINUED MAINTENANCE AND OPERATIONS OF SECOND STREET

**WHEREAS**, the City of Cordova (City) is committed to developing safe routes for our citizens and continually improving the quality of life for Cordovans; and

WHEREAS, visitors, school children and residents utilize Second Street to access Second Street businesses, the downtown retail areas, Mt. Eccles Elementary School, Cordova High School and recreational opportunities such as parks and Mt. Eyak Ski Area; and

WHEREAS, residences and businesses on Second Street include senior citizen housing, single family dwellings and apartment buildings, local electrical and telephone utility offices, federal government offices, private business offices, cafes and other Central Business District destinations; and

**WHEREAS**, the Second Street residential dwellers and business owners, employees and patrons have been dealing with poor visibility at intersections, crumbling and/or absent sidewalks, degrading street surfaces, potholes, and water and ice buildup due to insufficient storm water management; and

WHEREAS, the City has identified the need to reconstruct Second Street to include significant drainage improvements including curbs and gutters, creation of new ADA compliant sidewalks and upgrade of existing sidewalks to ADA standards, safety and enhanced visibility improvements, road resurfacing and rerouting of roof drainage to keep rainwater from entering the City sewer system; and

**WHEREAS**, the City has received notification of a funding opportunity from the ADOT&PF to nominate projects through the Community Transportation Program as outlined in the ADOT&PF application packet for 2020-2023; and

**WHEREAS**, the City is an eligible project sponsor as outlined in the ADOT&PF Community Transportation Program; and

**WHEREAS**, federal funds are available under a Community Transportation Program, administered by ADoT&PF, for the purpose of creating and promoting the planning and development of transportation facilities and programs in Alaska; and

**WHEREAS**, the City acknowledges there is required match of at least 9.03% of the project cost and the City commits to a \_\_% match; and

**WHEREAS**, the City currently owns, manages, maintains and operates Second Street and will continue to own, manage, maintain and operate Second Street after project completion; and

WHEREAS, if selected, the City is willing to enter into an agreement with the ADOT&PF, that

declares the City will provide a match of \_\_% and will continue ownership, management, maintenance and operations of Second Street; and

**NOW, THEREFORE, BE IT RESOLVED**, that after appropriate public input and due consideration, the City Council of the City of Cordova, Alaska does hereby declare its support of application to ADOT&PF's CTP grant for the "Cordova Second Street Upgrades Project" for the reconstruction of Second Street to improve safety, access, and sanitation for Cordovans; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Cordova, Alaska hereby authorizes expenditure of \$\_\_\_\_\_\_ which is a \_\_% match for the CTP grant for the "Cordova Second Street Upgrades Project" and commits to continued ownership, management, maintenance and operations.

#### PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF SEPTEMBER 2019

Clay Koplin, Mayor
Attest:
Susan Bourgeois, CMC, City Clerk



# City Council of the City of Cordova, Alaska

Pending Agenda September 4, 2019 Regular Council Meeting

#### Α.

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

- 1) Harbor expansion Town Hall type meeting public input
- 2) Strategic Planning revisit plan schedule the next work session for this
- 3) Resolution 12-18-36 re E-911, will be back when a plan has been made, referred 12/19/18
- 4) Work Session w/ ADF&G re fisheries management decisions and their economic impact to Cordova
- 5) Joint work session with Harbor Commission on Waterfront Development after fishing (Sept 2019)
- 6) Renewal of health care plan including subsidiary contracts and all amendments to date
- 7) Code change so school funding request comes later in year not May 1
- 8) Council discussion about Attorney billing/staff attorney use guidelines fall 2019
- 9) Council/board training with City Attorney summer/fall 2019?
- 10) Investment firms, specifics, manager to get more info to Council; btwn Aug Oct, 2019
- 11) First Alaskans return trip (offer) to provide Trabal Government training to Council/Cordova
- 12) City Clerk evaluation February 2020

Upcoming Meetings, agenda items and/or events:						
1)	Capital Priorities List and Resolution t	to come before Council qu	uarterly:			
	12/4/201	19 3/4/2020	6/17/2020	9/2/2020		
2)	Staff quarterly reports will be in the fo	ollowing packets:				
	10/16/201	1/15/2020	4/15/2020	7/15/2020		
3)	Alaska Municipal Leage fall conference	ce including training Nove	mber 18-22			
	http://www.akml.org/conferences/	let Clerk know if interes	ted in attending			
	Final Comprehensive Plan should be ready for Council approval in October 2019					
4)	Final Comprehensive Plan should be r	ready for Council approva	l in October 2019			
	Final Comprehensive Plan should be r comment on the Comp Plan <b>extended</b> thro		l in <b>October 2019</b> p://cordovacomppla	n.com/		
		ough <b>Sept 13, 2019</b> <u>htt</u>	p://cordovacomppla			
	comment on the Comp Plan <b>extended</b> thro City Manager video interviews <b>Sept 4:</b>	ough Sept 13, 2019 <u>htt</u> 11am - 1p, Sept 5: 11am -	p://cordovacompplan 1 pm, Sept 6: 12 pm	- 1 pm		
	comment on the Comp Plan <b>extended</b> thro City Manager video interviews <b>Sept 4</b> : Clear direction should be give	bugh Sept 13, 2019 <u>htt</u> 11am - 1p, Sept 5: 11am - iven to Clerk/Manager on	p://cordovacompplan 1 pm, Sept 6: 12 pm any proposed agend	- 1 pm a item		
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5)	comment on the Comp Plan <b>extended</b> thro City Manager video interviews <b>Sept 4</b> : Clear direction should be given including who is being tasked of item for action	bugh Sept 13, 2019 <u>htt</u> 11am - 1p, Sept 5: 11am - iven to Clerk/Manager on / what the action will be /	p://cordovacompplan 1 pm, Sept 6: 12 pm any proposed agend	- 1 pm a item n agenda		
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# City Council of the City of Cordova, Alaska

Pending Agenda September 4, 2019 Regular Council Meeting

## D.

#### Membership of existing advisory committees of Council formed by resolution:

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

2) Cordova Trails Committee: re-auth res 11-18-29 app 11/7/18 auth res 11-09-65 app 12/2/09	1-Elizabeth Senear 3-Dave Zastrow 5-Wendy Ranney	2-Toni Godes 4-Ryan Schuetze 6-Michelle Hahn	
<b>3)</b> Fisheries Development Committee: authorizing resolution 12-16-43 approved Dec 23, 2016	1-Warren Chappell 4-Gus Linville	2-Andy Craig 5-Tommy Sheridan	3-Bobby Linville 6-Bob Smith
<b>4)</b> Comprehensive Plan Committee: authorizing resolution 10-18-28 approved Oct 3, 2018	1-Cathy Renfeldt 4-Nancy Bird 7-Bret Bradford 10-	2-Kristin Carpenter 5-Brooke Johnson 8-Dave Zastrow 11-	3-Tom McGann 6-Katrina Hoffman 9-Olivia Carroll 12-
5) City Manager Assessment Committee: authorizing resolution 07-19-29 approved July 3, 2019	1-Bert Adams 4-Dan Logan 7-Tony Schinella 10-	2-Christa Hoover 5-Cathy Renfeldt 8-Cathy Sherman	3-Jim Kacsh 6-Dave Roemhildt 9-

Ε.

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

<ol> <li>Prince William Sound Regional Citizens Robert Beedle</li> </ol>	Advisory Council re-appointed June 2018 re-appointed March 2016 re-appointed March 2014 appointed April 2013	2 year term until May 2020
2) Prince William Sound Aquaculture Corp Tom Bailer	poration Board of Directors re-appointed October 2018 appointed February 2017-filled a vaca	3 year term until Sept 2021 ncy
<ul> <li>Southeast Conference AMHS Reform P</li> <li>Mike Anderson</li> <li>Sylvia Lange</li> </ul>	roject Steering Committee appointed April 2016 alternate	until completion of project

# SEPTEMBER 2019

ALL DAME

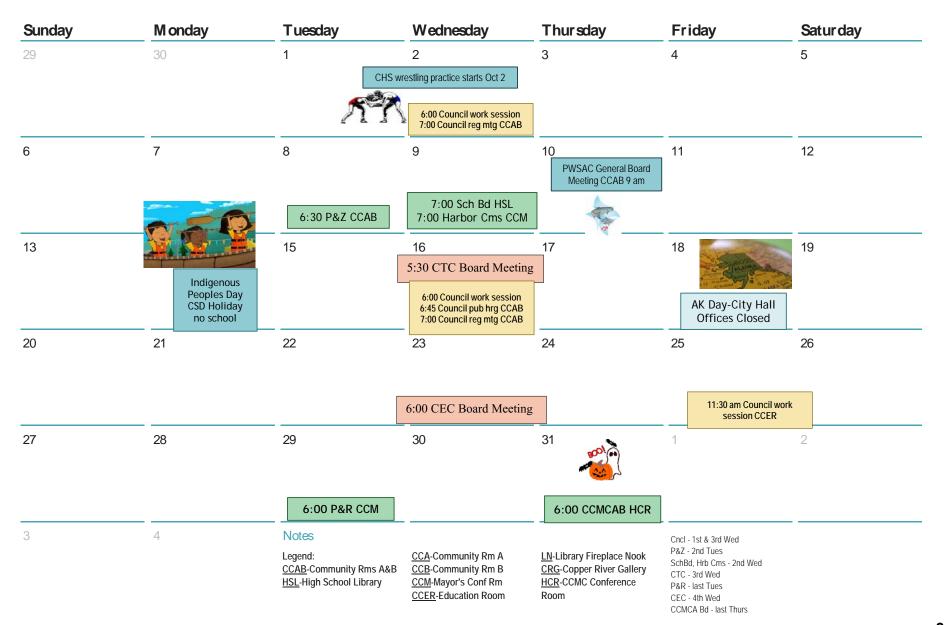
CALENDAR MONTHSEPTEMBERCALENDAR YEAR20191ST DAY OF WEEKSUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Alaska State	e Fair Aug 22 - Sep 3	4 11a-1p Special Meeting CM interviews MCR	5 11a-1p Special Meeting CM interviews MCR	6 12p-1p Special Meeting CM interview MCR	7
<mark>ingus Festival Aug 30 - S</mark>	ep 1 Labor Day-City Hall Offices Closed		6:00 Council work session 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB	NFL opening day		
8	9	10	CHS Volleyball prac	12 tice starts Sept 11	13	14
NFL first Sunday		6:30 P&Z CCAB	6:00 Harbor Cms CCM 7:00 Sch Bd HSL			
15	16	17	18 5:30 CTC Board Meetin	19	20	21
			6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
22	23	24	25	26	27	28
					CHS Volleyball To	urnament, Sept 27-28
		6:00 P&R CCM	6:00 CEC Board Meeting	6:00 CCMCAB HCR		
29	30	1	2	3	4	5

6	7	Notes Legend: <u>CCAB</u> -Community Rms A&B <u>HSL</u> -High School Library	<u>CCA</u> -Community Rm A <u>CCB</u> -Community Rm B <u>CCM</u> -Mayor's Conf Rm <u>CCER</u> -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
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CALENDAR MONTHOCTOBERCALENDAR YEAR20191ST DAY OF WEEKSUNDAY



# NOVEMBER 2019

CALENDAR MONTHNOVEMBERCALENDAR YEAR20191ST DAY OF WEEKSUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11 Veterans Day City Hall Closed	12	6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB 13	14	15	16
17		6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCM 20	21		
			5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			23
24	25	26	27 6:00 CEC Board Meeting	28 Thanksgiving City Hall & CSD Closed	29 Thanksgiving City Hall & CSD Closed	30
		6:00 P&R CCM		6:00 CCMCAB HCR		
1	2	Notes Legend: <u>CCAB</u> -Community Rms A&B <u>HSL</u> -High School Library	<u>CCA</u> -Community Rm A <u>CCB</u> -Community Rm B <u>CCM</u> -Mayor's Conf Rm <u>CCER</u> -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

Mayor and City Council - Elected					
seat/length o	of term email	Date Elected	<b>Term Expires</b>		
Mayor:	Clay Koplin	March 5, 2019	March-22		
3 years	Mayor@cityofcordova.net	March 1, 2016			
Council men	nbers:				
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 elected by cncl	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 Scho	ol Board - Elected			
length of ter	·m	Date Elected	<b>Term Expires</b>		
3 years	Barb Jewell, President	March 5, 2019	March-22		
	bjewell@cordovasd.org	March 1, 2016			
		March 5, 2013			
3 years	Bret Bradford <u>bbradford@cordovasd.org</u>	March 6, 2018	March-21		
		March 3, 2015			
3 years	Tammy Altermott	March 5, 2019	March-22		
	<u>taltermott@cordovasd.org</u>	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			
	Vacant (appointed, non-voting)				
	City Council Rep				
seat up for	re-election in 2020 <i>vacant</i>				
board/con	nmission chair				
seat up for r	e-appt in Nov 19		-		
			6		

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

1 (1 6)	CCMC Authority	- Doard of D			
length of term			Date Elected		Term Expire
3 years	Kristin Carpenter	elected by board to	March 7, 2017		March-2
3 years	Greg Meyer, Chair	fill a vacancy due to	March 5, 2019		March-2
_		resignation	July 19, 2018		
3 years	vacant		March 5, 2019		March-2
3 years	Linnea Ronnegard	1 . 11 1 1.	March 6, 2018		March-2
3 years	Gary Graham	elected by board to fill a vacancy due to	March 5, 2019		March-
		resignation	May 31, 2018		
	Library	Board - App	ointed		
length of term	U.		Date Appointed		Term Expir
3 years	Mary Anne Bishop, Chair		November-16	I	November-
			November-13		
			November-10		
			November-06		
3 years	Wendy Ranney		November-18		November-
			November-15		
			April-13		
3years	Sherman Powell		June-18		November-
3 years	Sarah Trumblee		February-18	-	November-
3 years	Krysta Williams		February-18		November-
	Planning and Zor	ning Commis	sion - Appoin	ted	
length of term	0	8	Date Appointed		Term Expir
3 years	Nancy Bird		November-16		November-
3 years	Allen Roemhildt		November-16		November-
			January-14		
3 years	Scott Pegau, vice chair		November-17		November-
			December-14		
			December-11		
3 years	John Baenen		November-18		November-
			November-15		
			December-12		
3 years	Tom McGann, chair		November-17		November-
			December-14		
			December-11		
			April-11		
3 years	Chris Bolin		November-18		November-
J years			September-17		
5 years					NT 1
3 years	Trae Lohse		November-18		November-
	Trae Lohse seat up for re-a	appt in Nov 19	November-18		November-

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

	Harbor Com	nission - Appointed	
length of term		Date Appointed	<b>Term Expires</b>
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	n Commission - Appointed	
length of term		Date Appointed	<b>Term Expires</b>
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	n Commission - Appointed	
length of term		Date Appointed	<b>Term Expires</b>
3 vears	Cathy Sherman	August-16	November-19

icingth of			Date Appointed	I CI III Explice
3 years	<b>Cathy Sherman</b>		August-16	November-19
3 years	Heather Hall		August-16	November-19
3 years	<b>Brooke Johnson</b>		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	seat up for	re-appt in Nov 19	
	board/commission chair	vacant		