

**Mayor**

Clay Koplin

**Council Members**

James Burton

Tim Joyce

Tom Bailer

Robert Beedle

Josh Hallquist

David Allison

James Wiese

**Interim City Manager**

Mike Hicks

**City Clerk**

Susan Bourgeois

**Deputy Clerk**

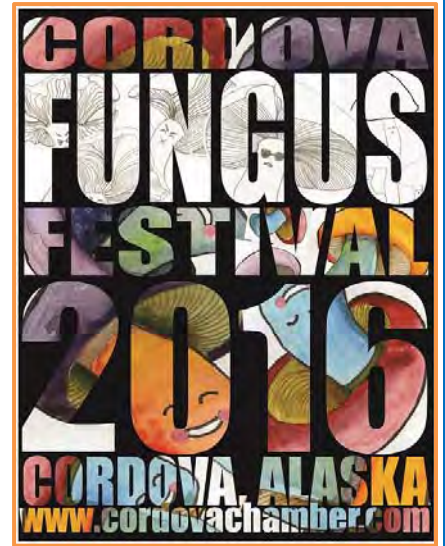
Tina Hammer

**Student Council**

John Appleton

August Jewell

**Regular City Council Meeting  
September 07, 2016 @ 7:00 pm  
Cordova Center Community Rooms  
Agenda**



**SEPTEMBER 1-5, 2016**

**A. Call to order**

**B. Invocation and pledge of allegiance**

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

**C. Roll call**

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

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

**E. Disclosures of Conflicts of Interest**

**F. Communications by and Petitions from Visitors**

**1. Guest Speakers**

**2. Audience comments regarding agenda items..... (3 minutes per speaker)**

**3. Chairpersons and Representatives of Boards and Commissions (Harbor, HSB, Parks & Rec, P&Z, School Board)**

**4. Student Council Representative Report - summer vacation**

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

**5. Resolution 09-16-32..... (page 1)**

A resolution of the City Council of the City of Cordova, Alaska, authorizing the city manager to enter into a three (3) year lease with three (3) additional option periods of three (3) years each for Tract B, Block 34, U.S.S. 449 with Alascom, Inc. dba AT&T Alaska

**6. Council concurrence of Mayor Koplin's appointment to the Historic Preservation Commission..... (page 18)**

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

**7. Minutes of 04-06-15 Special Council Meeting..... (page 20)**

**8. Minutes of 09-30-15 Joint Council & HSB Special Meeting..... (page 22)**

**9. Minutes of 10-28-15 Joint Council & HSB Special Meeting..... (page 23)**

**10. Minutes of 11-23-15 Special Council Meeting..... (page 24)**

**11. Minutes of 12-08-15 Special Council Meeting..... (page 26)**

**12. Minutes of 12-16-15 Special Council Meeting..... (page 27)**

**13. Minutes of 08-03-16 Regular Council Meeting..... (page 28)**

**14. Minutes of 08-11-16 Special Council Meeting..... (page 32)**

**I. Consideration of Bids**

**J. Reports of Officers**

- 15. Mayor’s Report..... (page 34)
- 16. Manager’s Report
- 17. City Clerk’s Report..... (page 36)

**K. Correspondence**

- 18. 07-27-16 Letter from Department of the Navy regarding Final Supplemental EIS..... (page 37)
- 19. 08-03-16 Email questions from Bailer to Rogers re Crater Lake Water (Rogers answers in bold)..... (page 40)
- 20. 08-22-16 Letter from D. Weathers re City sales tax..... (page 42)
- 21. 08-26-16 Thank you from Chenega IRA Council for memorial donation..... (page 51)
- 22. 09-01-16 DNR Shore Fisheries Public Notice re Leases Extensions..... (page 54)

**L. Ordinances and Resolutions**

**M. Unfinished Business**

**N. New & Miscellaneous Business**

- 23. Discussion of disaster declaration possibilities for PWS seine season
- 24. Council action on sponsorship of SEC AMHS Transportation Reform Project..... (voice vote)(page 62)
- 25. Pending Agenda, Calendar and Elected & Appointed Officials lists..... (page 65)

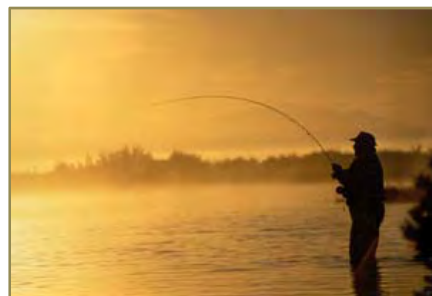
**O. Audience Participation**

**P. Council Comments**

**Q. Executive Session**

- 26. Discussion of City Manager candidates (reason # 2 below)
- 27. City Clerk’s Evaluation (reason # 2 below)

**R. Adjournment**



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

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

Full City Council agendas and packets available online at [www.cityofcordova.net](http://www.cityofcordova.net)

# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 8/31/16  
**Re:** Resolution 09-16-32

---

## **PART I – GENERAL INFORMATION**

Legal Description: Tract B, Block 34, U.S.S. 449  
Area: 3069.13 SF  
Parcel Number: 02-061-412  
Zoning: Low Density Residential  
Attachments: Resolution 09-16-32  
Lease

## **PART II – BACKGROUND**

ALASCOM, INC. has leased Tract B from the city since 1976. The current lease expired on May 31, 2016 and is in hold over. ALASCOM has submitted a letter of interest to renew the lease. The area leased from the city is adjacent to an area that ALASCOM leases from Sheridan Alpine Association. Both properties have improvements on them.

The Comprehensive Plan states as a development strategy to “protect the citizens of the community and the investments that have been made.” ALASCOM has invested money into improvements on the leased lot, which provides services to citizens. Allowing them to continue to lease the property protects their investments and services.

**6/7/16** – At the Planning Commission Regular Meeting the following action was taken:

M/Pegau S/McGann to recommend to City Council to dispose of Tract B, Block 34, U.S.S. 449 by negotiating an agreement with ALASCOM, INC. to lease the property at fair market value.

*Pegau* said that it makes sense since they have the facilities already on the property. It can't be used for anything else so it should just be a straight negotiation with them. *McGann* said that the lot was developed and is worthless. *Roemhildt* asked if there was a way to encompass the surrounding area into one lot. *Stavig* said that this lot is the only city-owned lot.

Upon voice vote, motion passed 7-0.

Yea: *Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnapfel, Kocan*

**7/6/16** - *M/Joyce S/Bailer* to direct the City Manager to dispose of Tract B, Block 34, USS 449 by negotiating an agreement with Alascom, Inc. to lease the property at fair market value.

*Joyce* said we have done this before and in the interest of fairness, this is the proper way to go.

Vote on the motion: 6 yeas, 0 nays, 1 absent (Burton). Beedle-yes; Joyce-yes; Hallquist-yes; Wiese-yes; Allison-yes; Bailer-yes and Burton-absent. Motion was approved.

The lease has been reviewed and negotiated by both parties and the city's attorney. In accordance with the Cordova Municipal Code, the City Council will approve the lease by resolution.

**PART IV – STAFF RECOMMENDATION**

Staff recommend that the city continue to lease Tract B to ALASCOM, INC. at fair market value as they have improvements on the property. In addition, the parcel is narrow, oddly shaped, and less than 4000 square feet. It would be impractical to dispose of the lot to another entity.

**PART V – SUGGESTED MOTION**

“I move to approve Resolution 09-16-32.”

**CITY OF CORDOVA, ALASKA  
RESOLUTION 09-16-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR LEASE  
WITH THREE (3) ADDITIONAL OPTION PERIODS OF THREE (3) YEARS EACH FOR  
TRACT B, BLOCK 34, U.S.S. 449 WITH ALASCOM, INC. D.B.A AT&T ALASKA**

**WHEREAS**, Alascom, Inc. has leased the property from the City of Cordova since 1976; and

**WHEREAS**, Alascom, Inc. has invested in the improvements on the leased area which provide services to the citizens of Cordova; and

**WHEREAS**, the current lease between the City of Cordova and Alascom, Inc. expired on May 31, 2016 and is currently in holdover; and

**WHEREAS**, the new lease continues Alascom, Inc.'s tenancy for up to 12 years; and

**WHEREAS**, the lease is described as Tract B, Block 34, U.S.S. 449; and

**WHEREAS**, the fair market value of the lease is an annual rental rate of Two Thousand Eight Hundred and Two Dollars and Ninety Cents (\$2,802.90); and

**WHEREAS**, the lease is hereto attached as Attachment A.

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

**PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF SEPTEMBER, 2016**

\_\_\_\_\_  
Clay R. Koplin, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA  
Cordova, Alaska**

**LEASE**

This **LEASE** (“Lease”), is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF CORDOVA**, a municipal corporation, organized and existing under the laws of the State of Alaska (the “City”), and **ALASCOM, INC., d.b.a. AT&T Alaska**, doing business in Cordova, Alaska (“Lessee”).

**RECITALS**

WHEREAS, the City owns that certain 3,069 square foot parcel of land at 602 Orca Street in Cordova, Alaska generally described as Tract B, Block 34, U.S.S 449 located within Cordova Recording District, Cordova, Alaska (referred to hereinafter as the “Premises”); and

WHEREAS, Lessee desires to lease the Premises from the City, and Lessor desires to lease the Premises to Lessee, on the terms and conditions set forth herein; and

WHEREAS, the Cordova City Council (“Council”) has approved the lease of the Premises from the City to Lessee in accordance with the Cordova City Charter §5-17 and Chapter 5.22 of the Cordova Municipal Code (hereinafter referred to as the “Code” or “CMC”).

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

**1. LEASE OF PREMISES**

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

**2. LEASE TERM**

The Lease Term will be three (3) years, commencing on June 1, 2016, (the “Commencement Date”) and terminating at 11:59 p.m. on May 31, 2019 (the “Lease Term”), unless earlier terminated in accordance with the terms of this Lease.

Lessee shall have the option to extend the Lease Term for three (3) additional consecutive periods (each, an “Option Period”) of three (3) years each, to be exercised by Lessee giving written notice ninety (90) days prior to the expiration date. Each Option Period shall be on all of the same terms and conditions of this Lease, including the adjustment of Base Rent set forth in Section 3.D of this Lease.

### **3. RENT**

**A. Base Rent.** The annual rent for each year of the Lease Term will be Two Thousand Eight Hundred and Two Dollars and Ninety Cents (\$2,802.90) (“Base Rent”). Base Rent is due on the Commencement Date and each subsequent anniversary during the Lease Term. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 20.E of this Lease, or at any other place the City directs in writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

**B. Additional Charges.** In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 of this Lease and all other sums, costs, expenses, taxes (including 6% sales tax, which shall be paid by Lessee at the same time Lessee makes its payments of Base Rent to the City) and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (the “Additional Charges”).

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

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

**D. Adjustment of Base Rent.** Beginning on the first anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.

### **4. USES AND CONDITION OF PREMISES**

**A. Authorized Uses.** Use of the Premises shall be limited to the maintenance and operation of the earth station communication facility, operated by Lessee, and the Premises shall not, without

## Attachment A

prior written consent of Lessor, which will not be unreasonably withheld, conditioned or delayed, be used for any other purposes. Lessor expressly reserves the right to terminate this Lease in the event Lessee fails to operate said use for a period of eighteen consecutive months.

**B. Inspections.** The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises immediately and without notice in the case of an emergency that threatens public health, welfare or safety. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times upon prior notice to Lessee, to inspect the use and condition of the Premises; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents.

**C. Compliance with Laws.** Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized use of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

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

**E.** The City or Lessee may terminate this Lease for any or no reason by mutual consent upon thirty (30) days' written notice.



**5. REPRESENTATIONS AND WARRANTIES**

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

**6. ASSIGNMENTS AND SUBLETTING; SUBORDINATION**

Lessee shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. The City shall not be required to subordinate this Lease or the City's interest in the Premises to the interest of any other person or entity.

**7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS**

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (1) the maintenance and repair of the Premises and shall not commit or allow any waste upon the Premises; (2) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (3) all utilities and services needed for Lessee's use of the Premises; (4) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments as and when they become due, including but not limited to all utility bills and special assessments levied and unpaid as of the date of this Lease or hereafter levied for public improvements; (5) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (6) all real property taxes, personal property taxes, and sales taxes related to the Premises or Lessee's use or occupancy thereof; and (7) any taxes on the leasehold interest created under this Lease.

**8. LIENS**

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

**9. INDEMNIFICATION**

**A. General Indemnification.** Lessee shall defend, indemnify and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Lessee's occupation or use of the Premises or the occupation or use of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees or invitees, including but not limited to all claims and demands arising out of any labor performed, materials furnished, or

## Attachment A

obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Premises, Lessee shall, at Lessee's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

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

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

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

## **10. INSURANCE**

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

**A. Commercial General Liability.** Commercial general liability insurance in respect of the Premises and the conduct of Lessee's business and operations, including the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;

**B. Property Insurance.** 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 commercially reasonable terms and consistent with the customary commercial coverages in the City of Cordova. Lessee may self-insure the coverages referenced in Sections 10.B and 10.C of this Lease;

**C. Personal Property Insurance.** Personal property insurance covering Lessee's trade fixtures, furnishings, equipment, and other items of personal property, as soon as such items are initially located on the Premises; and

**D. Workers' Compensation Insurance.** Workers' compensation insurance and other insurance as required by law.

All insurance required under this Lease shall contain an endorsement thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Before commencement of the Lease Term, Lessee shall provide the City with proof of the insurance required by this Section 10, except where noted above.

## **11. REMOVAL OF PROPERTY**

Upon expiration or earlier termination of this Lease, at the option of the City, Lessee shall remove from the Premises, at Lessee's sole expense, all property Lessee has placed or caused to be placed on the Premises. Lessee shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All property which is not promptly removed by Lessee pursuant to the City's request and in any event within one hundred eighty (180) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses. Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Lessee and, within one hundred eighty (180) days of the date of expiration or earlier termination of the Lease and upon request of the City, Lessee shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Lessee's sole expense.

## **12. 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 installment of rent, Additional Charges or of any other sum herein specified to be paid by the Lessee;

ii. The failure to pay any taxes or assessments due from Lessee to the City and in any way related to this Lease, the Premises, any improvements, or Lessee's activities or business conducted thereon, including but not limited to any real property, personal property or sales taxes;

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 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 Premises (or any portion thereof) by reason of Lessee's insolvency;

v. The abandonment or vacation of the Premises or any portion thereof;

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

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 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 thirty (30) 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. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

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

i. Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Lessee's personal property

## Attachment A

in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.

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

iii. Declare this Lease terminated;

iv. Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Lessee;

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

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

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

### **13. SUBSIDENCE**

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction to the Premises, nor for any injury caused thereby to the property of the Lessee or any sub-lessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

### **14. VACATION BY LESSEE**

Upon the expiration or sooner termination of this Lease, Lessee shall peaceably vacate the Premises and the Premises shall be returned to the City by Lessee together with any alterations, additions or improvements made after the Commencement Date, unless the City requests that they be removed from the Premises. Upon such vacation, Lessee shall remove from the Premises any

items of personal property brought on to the Premises. Any such property not removed from the Premises within one hundred eighty (180) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses.

**15. RESERVATION OF RIGHTS**

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to Lessee or any other party, including the right of ingress and egress to and from the Premises for the construction, operation and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

**16. SIGNS**

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

**17. HOLDING OVER**

If Lessee with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22 or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

**18. EMINENT DOMAIN**

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

Attachment A

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

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

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

**19. COSTS**

Intentionally deleted.

**20. MISCELLANEOUS**

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

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

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

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

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

**TO CITY:**

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

**TO LESSEE:**

**ALASCOM, INC., d.b.a. AT&T Alaska  
5001 Executive Parkway  
Rm 4W000-o  
San Ramon, CA 94583**

## Attachment A

or to such other respective addresses as either party hereto may hereafter 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 or the delivery date by overnight courier shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

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

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

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

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

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

**K. Estoppel Certificates.** Either party shall at any time and from time to time, upon not less than ten (10) business 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 parties agree that this Lease shall not be recorded, but upon the request of either party, the other party will join the requesting party in executing a memorandum of lease in a form suitable for recording, and each party agrees that such memorandum shall be prepared and recorded at the requesting party's expense.

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

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



Attachment A

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

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

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

**R. Attorney's Fees.** In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Lessee agrees that Lessee shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

**S. Brokers.** Each party represents and warrants that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation. Each party shall indemnify the other and hold it harmless from any cost, expense or liability (including cost of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any real estate broker or agent in connection with this Lease or its negotiation by reason of any act or statement of the indemnifying party.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed on the dates set opposite their respective signatures below.

**CITY:** **CITY OF CORDOVA**

By: \_\_\_\_\_

Its: City Manager

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

**LESSEE:** **ALASCOM, INC., d.b.a. AT&T Alaska**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

**Exhibit A**



---

## A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

---

DATE: August 19, 2016  
TO: Mayor and City Council  
SUBJECT: Historic Preservation Commission

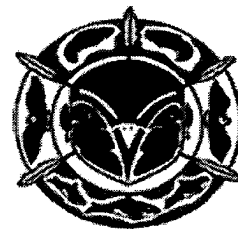
---

City Council confirmed six appointments to the Historic Preservation Commission at the August 3, 2016 Regular Meeting. The Native Village of Eyak representative had not been named at that time but they have since had a Tribal Council Meeting where they decided to put forward Brooke Johnson as their representative.

RECOMMENDED MOTION: Move to concur with Mayor Koplín's appointment of Brooke Johnson as the NVE representative to the Cordova Historic Preservation Commission, for a term to expire in November 2019.

REQUIRED ACTION: Majority voice vote.

Native Village of Eyak  
110 Nicholoff Way  
P.O. Box 1388  
Cordova, Alaska 99574-1388  
P (907) 424-7738 \* F (907) 424-7739  
www.eyak-nsn.gov



---

10,000 years in our Traditional Homeland, Prince William Sound, the Copper River Delta, and the Gulf of Alaska

August 16, 2016

Cordova Historical Museum  
Cordova Historical Preservation Commission  
PO Box 391  
Cordova, AK 99574

RE: appointment to Cordova Historical Preservation Commission

Dear Nancy,

The Native Village of Eyak Tribal Council has hereby appointed Brooke Johnson to represent the Native Village of Eyak on the Cordova Historical Preservation Commission as of August 16, 2016.

Correspondence can be sent to our mailing address and we will be sure to pass it along to our representative. Please contact Reyna Newirth if have any further questions.

Respectfully,

A handwritten signature in black ink that reads "Darrel Olsen". The signature is written in a cursive, slightly slanted style.

Darrel Olsen  
Chairman  
Native Village of Eyak

**Special City Council Meeting  
April 06, 2015 @ 12:00 pm  
City Hall Conference Room  
Minutes**

**A. Call to order**

**Mayor James Kacsh** called the Council Special Meeting to order at 12:05 pm on April 6, 2015 in the City Hall Conference Room.

**B. Roll call**

Present for roll call were **Mayor James Kacsh** and Council members **Kristen Carpenter, Tim Joyce, Josh Hallquist** and **David Reggiani**. Council members **Tom Bailer, Robert Beedle** and **James Burton** were absent. Also present were City Manager **Randy Robertson** and City Clerk **Susan Bourgeois**.

**C. Approval of agenda**

**M/Reggiani S/Joyce** to approve the agenda.

Vote on motion: 4 yeas, 0 nays, 3 absent (Bailer, Beedle & Burton). Motion was approved.

**D. Disclosures of conflicts of interest - none**

**E. Communications by and petitions from visitors**

1. Audience Comments regarding agenda item - none

**F. New business**

2. Resolution 04-15-21 a resolution of the City Council of the City of Cordova, Alaska, authorizing the transfer from the general reserve fund the amount of \$200,000.00 to be transferred to Cordova Community Medical Center to fund short term operational expenses

**M/Joyce S/Reggiani** to approve Resolution 04-15-21 a resolution of the City Council of the City of Cordova, Alaska, authorizing the transfer from the general reserve fund the amount of \$200,000.00 to be transferred to Cordova Community Medical Center to fund short term operational expenses.

Council member **Burton** arrived at 12:06 pm. **Sean McCallister** of Providence arrived via teleconference at 12:07.

**Joyce** said he wanted Acting Administrator **Stephen Sundby** to speak to the resolution. **Sundby** said it is a combination of a back amount owing to Medicare and Healthland requesting some money owed to them for the EHR project as well as some money owed to Tekmate.

**Joyce** asked if this is a loan. **Sundby** said it is there plan to pay this back - he said it would be nice if they didn't have to. He said there is also the line of credit with the city - he would like to get the revenue built back up slowly and then be able to make some small payments towards that line of credit. **McCallister** said he is a bit confused about calling it a loan, that is a City decision but other communities that own hospitals subsidize capital projects but often also subsidize operations to some extent as well. **Reggiani** said he is in support of this but would like to be updated periodically on the financial situation.

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

3. Council discussion on 2015 budget

**Mayor Kacsh** said he put these budget sheets in for Council to see so they could be aware of where we stand vs. budget for 2015 so far with some significant changes to a few revenue lines like shared revenue, forest receipts, state jail contract and adding in some unbudgeted expenses like tonight's \$200k loan to CCMC.

**Reggiani** appreciated the **Mayor's** putting this in and he wondered if we shouldn't meet for a work session soon - to brainstorm some cost-saving measures for 2015. **Joyce** opined that Council should wait until the state legislature adjourns.

**G. Audience participation**

**H. Council comments**

*Burton* said he would like to look at the sales tax cap on single purchases - he'd like to see that number looked at as it hasn't been changed in a long time, might be a little outdated.

**I. Adjournment**

*M/Joyce S/Reggiani* to adjourn.

Hearing no objection, the meeting was adjourned at 12:26 pm

Approved: September 7, 2016

Attest: \_\_\_\_\_

Susan Bourgeois, CMC, City Clerk

DRAFT

Special City Council Meeting (with HSB)  
September 30, 2015 @ 12:00 pm  
City Hall Conference Room  
Minutes

**A. Call to order**

*Mayor James Kacsh* called the Council and HSB Joint Special Meeting to order at 12:03 pm on October 28, 2015 in the Sound Alternatives Conference Room.

**B. Roll call**

Present for roll call were *Mayor James Kacsh* and Council/HSB members *Kristin Carpenter, Tim Joyce, Robert Beedle, Josh Hallquist* and *David Reggiani*. Council/HSB members *Tom Bailer* and *James Burton* were absent. Also present were City Manager *Randy Robertson*, City Clerk *Susan Bourgeois* and CCMC Administrator *Stephen Sundby*.

**C. Approval of Agenda**

*M/Joyce S/Hallquist* to approve the agenda.

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

**D. Disclosures of Conflicts of Interest - none**

**E. Communications by and Petitions from Visitors**

1. Audience comments regarding agenda items - none

**F. Executive Session**

2. Attorney updates on CCMC litigation

*M/Joyce S/Hallquist* to go into executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government, specifically attorney updates on CCMC litigation.

City Manager *Randy Robertson* and CCMC Administrator *Stephen Sundby* were invited to join Council in the executive session.

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

With no objection, at 12:06 pm, the meeting was recessed to clear the room.

The executive session began at 12:08 pm and ending at 12:57 pm.

Council was back in open session at 12:57 pm. *Mayor Kacsh* said that the Council had discussions in the executive session with the attorney.

**G. Council and/or Board member Comments**

*Beedle* said it is hard when the gravity of the decisions they are being asked to make and have only a short time to hear about them, need to be kept up on them along the line.

*Joyce* said that at budget we have to look at budgeting for the hospital.

**H. Adjournment**

*M/Reggiani S/Hallquist* to adjourn.

Hearing no objection, the meeting was adjourned at 12:59 pm

Approved: September 7, 2016

Attest: \_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk



Special City Council Meeting (with HSB)  
October 28, 2015 @ 12:00 pm  
Sound Alternatives Conference Room/  
Cordova Center Community Room B  
Minutes

**A. Call to order**

*Mayor James Kacsh* called the Council and HSB Joint Special Meeting to order at 12:03 pm on October 28, 2015 in the Sound Alternatives Conference Room.

**B. Roll call**

Present for roll call were *Mayor James Kacsh* and Council/HSB members *Tom Bailer, Robert Beedle, Josh Hallquist, David Reggiani* and *James Burton*. Council/HSB members *Kristin Carpenter* and *Tim Joyce* were absent. Also present were City Manager *Randy Robertson*, City Clerk *Susan Bourgeois* and CCMC Administrator *Stephen Sundby* and CCMC employees *Kim Wilson* and *Faith Wheeler-Jeppson*.

HSB held a meeting that went from 12:04 until 12:40. City Council only then held an executive session:

**C. EXECUTIVE SESSION**

**1. CCMC financials**

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

Vote on motion: 5 yeas, 0 nays, 2 absent (Carpenter and Joyce). Motion was approved.

City Manager *Randy Robertson* was invited to join Council in the executive session.

With no objection, at 12:43 pm, the meeting was recessed for 15 minutes in order for Council to move to the Cordova Center Community Room B.

The executive session was held at the Cordova Center Community Room B beginning at 12:58 pm and ending at 1:55 pm.

Council was back in open session at 1:55 pm.

**D. ADJOURNMENT**

*M/Beedle S/Bailer* to adjourn.

Hearing no objection, the meeting was adjourned at 1:55 pm

Approved: September 7, 2016

Attest: \_\_\_\_\_

Susan Bourgeois, CMC, City Clerk

Special City Council Meeting  
November 23, 2015 @ 5:15 pm  
Cordova Center Community Rooms A & B  
Minutes

**A. Call to order**

*Mayor James Kacsh* called the Council Special Meeting to order at 5:15 pm on November 23, 2015 in the Cordova Center Community Rooms.

**B. Roll call**

Present for roll call were *Mayor James Kacsh* and Council members *Kristen Carpenter, Tom Bailer, Robert Beedle, Josh Hallquist* and *David Reggiani*. Council members *Tim Joyce* and *James Burton* were present via teleconference. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

**C. Approval of agenda**

*M/Reggiani S/Bailer* to approve the agenda.

Vote on motion: 7 yeas, 0 nays. Burton-yes; Joyce-yes; Beedle-yes; Hallquist-yes; Carpenter-yes; Reggiani-yes and Bailer-yes. Motion was approved.

**D. Disclosures of conflicts of interest - none**

**E. Communications by and petitions from visitors**

1. Audience Comments regarding agenda item - none

**F. New business**

2. Council action regarding CCMC funding - options a, b, c presented

a. Substitute Resolution 11-15-48

A resolution of the City Council of the City of Cordova, Alaska authorizing a line of credit from the general fund reserve in the amount of \$700,000 to Cordova Community Medical Center in order to fund operational expenses

b. MOA - \$700k contribution through 2016

c. MOA - \$320k contribution through 2015

*M/Reggiani S/Bailer* to approve Substitute Resolution 11-15-48 a resolution of the City Council of the City of Cordova, Alaska authorizing a line of credit from the general fund reserve in the amount of \$700,000 to Cordova Community Medical Center in order to fund operational expenses.

*Reggiani* said he'd been thinking about this since last meeting, he likes the idea of the line of credit as it is late in the City's fiscal year to be making straight contributions to CCMC that hadn't been budgeted for - he thanked staff at CCMC and City staff for the work put into this. He thinks this works as a mechanism to assist with short term needs. *Beedle* said he can't support this - as a line of credit. He believed there were no teeth in this as to requiring the payback. *Beedle* said he might prefer option 3. *Bailer* wondered who "The City" was in the 6<sup>th</sup> whereas. Was it the Council or the Health Services Board? *Robertson* said this was a Council executed resolution so the answer is, it is the Council. *Joyce* said he will support this. *Reggiani* said he saw this as a mechanism for a short term need - say a payroll was coming up and the Medicare payment wouldn't be to them timely enough. CCMC could use the line of credit then pay it back when the payment came through. *Burton* wondered why this was such a large dollar amount. He liked the structure of the payback within the resolution but is uncomfortable with the amount. *Varnadoe* said that Council has given \$550k so far this year - she knew she'd need more to get through year-end. She said 2 years ago there was an \$800k infusion. *Joyce* tried to get Council back on track regarding this as a cash flow issue and a short term need. In a while they will be discussing the subsidy issue.

*M/Burton S/Carpenter* to amend the resolution to change the amount to \$350,000.

*Reggiani* offered some other choices because of the schedule for repayment etc. he suggested \$450k with 90 days and shorten 60 days to 30 days. *Beedle* said he still can't support this.

Vote on motion to amend: 6 yeas, 1 nay (Beedle). Joyce-yes; Bailer-yes; Burton-yes; Beedle-no; Reggiani-yes; Hallquist-yes and Carpenter-yes. Motion was approved.

*Burton* said he has high hopes that the CT scanner will come online and help with revenue generation and he is hoping for a brighter future for CCMC solving some cash flow issues. *Joyce* believed that the fifth whereas still needed adjusting - he asked *Reggiani* to describe his suggestion. *Reggiani* said he is happy with the \$350k and the 90 days and the 30 days. *Robertson* and *Varnadoe* both spoke about the fact that this \$700k line of credit might not be the answer that CCMC

needs right now. **Varnadoe** said the 3<sup>rd</sup> option in front of Council is what she was hoping they would approve tonight. The \$320k straight contribution would get her through 2015.

**M/Reggiani S/Joyce** to amend the resolution by changing the fifth whereas by striking \$150k and put in \$350k and striking 'draws shall not be made more than 60 days apart'.

Vote on motion to amend: 7 yeas, 0 nays. Carpenter-yes; Hallquist-yes; Bailer-yes; Beedle-yes; Burton-yes; Reggiani-yes and Joyce-yes. Motion was approved.

Vote on main motion as amend two times: 7 yeas, 0 nays. Beedle-yes; Joyce-yes; Hallquist-yes; Bailer-yes; Carpenter-yes; Burton-yes and Reggiani-yes. Main motion was approved.

#### **G. Audience participation**

**Mark Frohnapfel** of 828 Woodland Drive thanked the Council for funding the hospital he is sure the employees there are grateful that they will be paid.

#### **H. Council comments**

**Beedle** still has a hard time with this. He'd like the HSB and QHR to start having serious conversations, new thinking, new equipment, maintenance issues in the building exist. He said there is a lot more to it than just giving them money, more than just what we did tonight.

#### **I. Adjournment**

**M/Bailer S/Hallquist** to adjourn.

Hearing no objection, the meeting was adjourned at 6:16 pm

Approved: September 7, 2016

Attest: \_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

Special City Council Meeting  
December 8, 2015 @ 6:45 pm  
Cordova Center Education Room  
Minutes

**A. Call to order**

*Mayor James Kacsh* called the Council Special Meeting to order at 6:45 pm on December 8, 2015 in the Cordova Center Education Room.

**B. Roll call**

Present for roll call were *Mayor James Kacsh* and Council members *Kristen Carpenter, Robert Beedle, Josh Hallquist, David Reggiani* and *James Burton*. Council members *Tim Joyce* and *Tom Bailer* were absent. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

**C. Approval of agenda**

*M/Burton S/Reggiani* to approve the agenda.

Vote on motion: 5 yeas, 0 nays, 2 absent (Joyce and Bailer). Motion was approved.

**D. Disclosures of conflicts of interest - none**

**E. Communications by and petitions from visitors**

1. Audience Comments regarding agenda item - none

**F. Unfinished business**

2. Resolution 12-15-49 A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Federal Signal, Inc., for the purpose of acquiring tsunami sirens for the City of Cordova

*M/Burton S/Beedle* to approve Resolution 12-15-49 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Federal Signal, Inc., for the purpose of acquiring tsunami sirens for the City of Cordova.

*Burton* said we tried to do this last time - here we are at a special meeting to accomplish this. *Carpenter* asked *Trumblee* (Fire Marshal) if there was any new information. *Trumblee* said he is awaiting the check from the federal government, through the state, once we pass this resolution.

Vote on motion: 5 yeas, 0 nay, 2 absent (Joyce and Bailer). Motion was approved.

**G. Audience participation - none**

**H. Council comments**

*Burton* said he would like to see a code change maybe that allows things like this to come to us even if not advertised in a timely manner, especially fire, life and safety issues such as this so as not to cause special meetings.

**I. Adjournment**

*M/Burton S/Hallquist* to adjourn.

Hearing no objection, the meeting was adjourned at 6:48 pm

Approved: September 7, 2016

Attest: \_\_\_\_\_

Susan Bourgeois, CMC, City Clerk

Special City Council Meeting  
December 16, 2015 @ 12:00 pm  
Cordova Center Community Rooms A & B  
Minutes

**A. Call to order**

*Mayor James Kacsh* called the Council Special Meeting to order at 12:03 pm on December 16, 2015 in the Cordova Center Community Rooms.

**B. Roll call**

Present for roll call were *Mayor James Kacsh* and Council members *Kristen Carpenter, Tom Bailer, Josh Hallquist, David Reggiani*. Council members *Tim Joyce, Robert Beedle* and *James Burton* were absent. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

**C. Approval of agenda**

*M/Reggiani S/Bailer* to approve the agenda.

Vote on motion: 4 yeas, 0 nay, 3 absent (Joyce, Beedle and Burton). Motion was approved.

**D. Disclosures of conflicts of interest - none**

**E. Communications by and petitions from visitors**

1. Audience Comments regarding agenda item - none

Council members *Robert Beedle* and *James Burton* arrived at the meeting at 12:06 pm.

**F. New business**

2. CCMC updates from Ron Vigus, QHR representative and a QHR Executive recruiter

*Vigus* said he and *Steve Shorr* were here in Cordova to get input from hospital staff as well as the City Council regarding qualifications, traits and characteristics they wanted to see in the next CCMC CEO. *Shorr* gave some information on what he has done already regarding advertising. Council members mentioned - an outdoorsy person, someone whose spouse wanted to be here, team-builder, stability, thick-skinned. Professionalism was important and length of service, continuity, someone you know. Council spent some time just brainstorming for the QHR reps about all the great things that exist in Cordova and all the perks of living here. *Bailer* also mentioned a drawback, which is housing and the difficulty to find rentals and sometimes houses for sale as well.

*Vigus* also addressed the Council regarding 2 items that they had asked for feedback on from him: 1) CCMC's readiness to meet the meaningful use criteria - *Kim Wilson, Steve Sundby* and 3 IT consultants from QHR had a conference call and have been working on this to ensure that its met by December 31. From what he's heard it sounds like everyone is doing an excellent job, he will continue and follow through with them so that then we can apply for that money. 2) *Vigus* also mentioned a back-up system for the IT system at CCMC. He also had QHR consultants look into this and they were in agreement that it was the right size/ had the appropriate components for what was needed and was at an appropriate price.

Discussion turned to the interview process for interim CCMC administrator. Tentative scheduling for the first phone interview of a CEO candidate. *Faith Wheeler-Jeppson* will set this up in conjunction with *Shorr* and *Vigus* and be in contact with the Health Services Boards Members.

**G. Audience participation - none**

**H. Council comments**

**I. Adjournment**

*M/Reggiani S/Beedle* to adjourn.

Hearing no objection, the meeting was adjourned at 1:05 pm

Approved: September 7, 2016

Attest: \_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

**Regular City Council Meeting**  
**August 3, 2016 @ 7:00 pm**  
**Cordova Center Community Rooms A & B**  
**Minutes**

**A. Call to order**

**Mayor Clay Koplín** called the Council Regular Meeting to order at 7:00 pm on August 3, 2016 in the Cordova Center Community Rooms.

**B. Invocation and pledge of allegiance**

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

**C. Roll call**

Present for roll call were **Mayor Koplín** and Council members **Tom Bailer, Robert Beedle, Josh Hallquist, David Allison** and **James Wiese**. Council members **Tim Joyce** and **James Burton** were present via teleconference. Also present were Interim City Manager **Mike Hicks** and City Clerk **Susan Bourgeois**.

**D. Approval of Regular Agenda**

**M/Allison S/Bailer** to approve the Regular Agenda.

Hearing no objection the motion was approved.

**E. Disclosures of Conflicts of Interest**

**Mayor Koplín** said he would like to disclose that on Resolution 08-16-29, his wife is employed by Appraisal Company of Alaska. He also disclosed that item J16a under reports - he is the General Manager of Cordova Electric and as such will not participate in the discussion of the Crater Lake project. **Joyce** said it would be appropriate for **Mayor Koplín** at that time to pass the gavel to the **Vice Mayor** and join the audience so he could be available for questions in his other capacity, as General Manager of CEC.

**F. Communications by and Petitions from Visitors**

1. Guest Speakers - before moving on with guest speakers, **Mayor Koplín** introduced **David Gross** to the Council - he is the managing partner of the law firm that represents the City, Birch Horton Bittner and Cherot, and he would be speaking to Council later in the evening.

a) **Carlos Martin**, bird control

**Martin** gave a talk about some of the methods he has used successfully to control pest birds when they have become a nuisance issue to humans. The Council had asked for him to give such a presentation due to the seagull issue around Cordova this summer.

b) **Kristin Carpenter**, storm water sampling results. **Carpenter** gave an update on the storm water work that the Copper River Watershed has been doing. She handed out a chart of some of the data that has been compiled about the runoff (caused by rain coming off paved roads into the storm water drains, without being treated, then eventually into water sources - such as Eyak Lake, Odiak Pond, Orca Inlet etc.). CRWP has three projects on the ground now, an oil and grit separator at Eyak Lake, a bioswale by Odiak Pond and a V-swale - also near Odiak Pond - catching the melting snow from a snow storage location. All of these help filter the runoff so it is in better condition when it enters the body of water. **Carpenter** had assumed they would see high hydrocarbon levels in the sampling but instead there was more heavy metals. A short video about storm water runoff in Puget Sound helped to explain the issue.

2. Audience comments regarding agenda items - none

3. Chairpersons and Representatives of Boards and Commissions

**Allison** reported that the HSB will meet next week but he said that there had been a meeting where they updated check signers since it was the new CEO **Scott Mitchell's** first meeting, there was also a financial report and recently he has learned that CCMC may be asking for some money from Council again soon as there are 3 payrolls in September and they may be short on their cash flow to handle that.

**Bailer** said that P&Z had met and there was an item later in tonight's agenda from P&Z.

School Board President **Barb Jewell** reported that school starts on August 25 - new staff orientation starts soon, 5 new staff members, all found housing which is a good thing. She specifically thanked the Mayor, City Manager, City Engineer and Facilities Manager for meeting with them specifically to discuss future facility needs in the state's current fiscal environment.

4. Student Council Representative Report - was not present

## G. Approval of Consent Calendar

*Mayor Koplín* declared the consent calendar before Council.

5. Resolution 08-16-29 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 tax year 2017 assessment services in the amount of eighteen thousand dollars (\$18,000)

6. Waive Council's right to protest liquor license application #5508 \* Harborside Pizza \* restaurant/eating place-public convenience

7. Mayor appointment and Council concurrence to fill vacant seats on Cordova Historical Preservation Commission

8. Council concurrence to disband the Cordova Center Committee

9. Record excused absence of Council member Burton from the July 6, 2016 Regular meeting

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

## H. Approval of Minutes

*M/Bailer S/Allison* to approve the minutes.

10. Minutes of 06-22-16 Special Council Meeting

11. Minutes of 07-06-16 Regular Council Meeting

12. Minutes of 07-14-16 Special Council Meeting

Hearing no objection the motion was approved.

## I. Consideration of Bids

13. Approval of amendment to post-LT2 project contract with GV Jones & Associates

*M/Allison S/Joyce* to direct the City Manager to negotiate a change order with GV Jones Associates, Anchorage, AK, to provide post-LT2 engineering services as negotiated for a sum not to exceed one hundred eighty five thousand dollars and zero cents (\$185,000) per the attached fiscal note.

*Allison* said he wanted to hear the other Council members' discussion. He isn't sure about the original contract. He is uncertain as to how this is an amendment. It seems like a new contract to him, he is a bit hesitant to approve this. After some discussion and questions to the Public Works Director, other Council members seemed concerned also and said this should perhaps be brought back as a sole-source contract instead of an amendment. Council said they were willing to meet again quickly in a special meeting in order to keep this moving due to the ultimate deadline of June 2017. Staff was stressing the excellent coordination that had existed between GV Jones, Dawson and City Staff in the LT2 project that had just been completed. The smoothest transition into this post-LT2 project would be to include the same participants. Staff especially stressed the recommendation to stick with GV Jones as the engineer. Perhaps the construction portion (next agenda item) might be forced to go out for bid. Most of the council members seemed to believe in the need for this work within the contract needing to be done.

*M/Beedle S/Allison* to refer this motion to staff to bring back a sole source contract approval instead at a special meeting.

Vote on the motion to refer: 4 yeas, 3 nays. Beedle-yes; Allison-yes; Wiese-yes; Hallquist-no; Bailer-yes; Burton-no and Joyce-no. Motion was approved.

14. Approval of amendment to post-LT2 project contract with Dawson Construction

*M/Allison S/Beedle* to refer this item to staff.

Council member *Allison* said he believes this is similar to the last item, this isn't a change order it is a new contract so it should come back to them that way.

Vote on the motion to refer: 5 yeas, 2 nays. Wiese-yes; Burton-yes; Beedle-yes; Hallquist-no; Allison-yes; Joyce-no and Bailer-yes. Motion was approved.

## J. Reports of Officers

15. Mayor's Report - *Mayor Koplín* reported that he has heard from a few members of the public that they were appreciative of the paving work being done - he wanted to provide that feedback to Council.

16. Manager's Report - *Interim City Manager Hicks* reported that 1) he wanted to thank *Samantha Greenwood* and her team for the successful grant concerning the sidewalks on Adams Street. 2) He thanked Eyak Corporation for the memorial, the City crew for doing the setup and Wilson Construction for the materials donation for the veterans' monument at the end of Nicholoff Way - he said the dedication will be during sobriety. 3) Polar Bear - no final report from the USCG yet, initial report was positive that it was structurally sound - but we don't have that in writing yet. The fee for renting space out there is still in the works. 4) E-911 stuff from ProComm (he handed out) said he wanted Council

to look it over and it can be brought up at another meeting. 5) Addressing – **Hicks** said this is a separate issue and we are looking into a consultant and this will have to be budgeted in FY17 as it is a bigger project than can be handled by staff. **Bailer** wondered why this was considered a project, when there are physical addresses on every deed – shouldn't be difficult. **Bailer** was corrected as there are no physical addresses on deeds, only legal descriptions; much of Cordova is unaddressed. **Bailer** thanked City staff for dealing with the brush around town (i.e. trimming trees on corners, etc.) he said it is a safety issue and it was nice to see that taken care of. **Beedle** asked about whether or not there had been a quote received on the replacement windows at the grade school. **Rogers** said he had just received that 2 days ago - \$69,000 for the window bank in Room 220.

a. **Rich Rogers**, briefing re: water side of the Crater Lake Water and Power project  
**Mayor Koplín** passed the gavel to the **Vice Mayor** and sat in the audience to participate as the CEC General Manager in case he was needed for questions, etc.

**Rogers** had a power point prepared and he gave an overview of the feasibility study of the Crater Lake Water and Power Project, specifically, the Water (City) side. He gave the pros and cons of the project. He summed it up with this: if we want/encourage growth, we will need more water – if we are ok with no growth, then we can just use the water sources we have. Council had some discussion about the proposed project.

b. 2Q, 2016 Staff Quarterly Reports

- i. Public Works Department, **Rich Rogers**, PE, Director of Public Works
- ii. City Investments, **Chad Adams**, UBS Financial
- iii. CVFD, **Paul Trumblee**, City Fire Marshal
- iv. Cordova Port & Harbor, **Tony Schinella**, Harbormaster
- v. Public Safety Department, **Jason Whetsell**, Acting Chief of Police
- vi. Finance Department, **Jon Stavig**, Finance Director
- vii. Parks and Recreation Department, **Susan Herschleb**, Director of Parks and Recreation
- viii. Information Services Department, **Cathy Sherman**, Information Services Director

17. City Clerk's Report, **Bourgeois** had a written report in the packet and nothing to add.

**K. Correspondence**

18. 07-11-16 Mayor letter to Juneau representatives regarding education funding

**L. Ordinances and Resolutions**

**M. Unfinished Business**

19. Council action regarding applicant interviews for City Manager search

**Mayor Koplín** gave an overview of what has been done so far. He said that the City Manager Assessment Committee met and evaluated 18 applications and now it is Council's option to look these over and schedule phone interviews, have a special meeting, etc. Council asked **Appleton** if she could do reference checks on the six that were ranked highest from the committee. Then council would opt for phone interviews after reviewing that information.

**N. New & Miscellaneous Business**

20. Council action on disposal method for City owned Lot 1, USS 4606

**M/Beedle S/Joyce** to direct the City Manager to dispose of Lot 1, USS 4606 by requesting sealed proposals to lease or purchase the property with the city retaining an easement for future road development.

**Beedle** said he thinks it is great to see another home-site developed, he is glad to see the option with the easement to allow for future development behind this lot. **Bailer** said he is not in favor of selling this lot, even with the easement. He said he had commented at the Planning and Zoning meeting that he would prefer this go out to RFP in conjunction with the other lots as a suggested subdivision. He prefers a plan to develop the larger piece, not just carving out the prime home-site lot. **Joyce** and **Hallquist** agreed with **Bailer's** opinion.

**M/Bailer S/Joyce** to refer to staff – and give direction.

After input from the Planner, the motion to refer was withdrawn with agreement from the second. **Greenwood** said that a letter of interest was received regarding this specific lot. If Council wants to go out to RFP for a different plan, including more of the City owned land, then this should probably first be either approved or rejected.

**Bailer** and **Joyce** (the maker of the motion and the second) concurred to withdraw the motion to refer.

**Mayor Koplín** advised that Council was back to the main motion. **Bailer** said he does not support the motion.



Vote on the motion: 0 yeas, 7 nays. Wiese-no; Joyce- no; Beedle- no; Hallquist- no; Allison- no; Burton- no and Bailer- no. Motion failed.

**Mayor Koplín** stated for the record that staff has been given direction to go out to RFP for the larger lot, as was discussed.  
**21. Pending Agenda, Calendar and Elected & Appointed Officials lists**

**Beedle** said there has been a report, Tsunami Inundation Maps, completed on Cordova and he just wants everyone to be on the same page. Since this didn't appear to be an agenda item, per se, it was suggested that a link to the report be placed on the City website. **Bourgeois** said she would do that.

Council concurred to cancel the second August meeting and get together for special meetings for the Water projects (contracts) that were referred tonight and the City Manager search item and anything else that comes up.

**Joyce** mentioned the need for a budget meeting - like in October maybe to start

**Bailer** asked if the questions he posed via email to **Rogers** could be published in the next packet - they may be things the public is interested in knowing too.

**Burton** said that he is looking into fishery disaster declarations regarding this possible failed pink salmon season. He will do the legwork and hopes to bring this back to Council in September.

#### **O. Audience Participation - none**

#### **P. Council Comments**

**Bailer** said he has a lot of questions for the lawyer and he'll save that for the executive session. He said Planning & Zoning was given advice that the land sale issue was quasi-judicial and he doesn't believe that - he said it hampers us doing business, if we don't know these things for sure. He said he feels like the lawyers have us running scared on these things - it will be an interesting conversation.

**Joyce** thanked **Rich Rogers** for the power point and presentation tonight - he said he appreciated putting all that work in to help us understand the project.

**Beedle** said the new pavement down there is wonderful. His road was chip-sealed too recently - good job, much appreciated, good job to staff.

#### **Q. Executive Session**

**M/Bailer S/Joyce** to enter an executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government specifically review of legal matters with the city attorney.

Hearing no objection the motion was approved.

**Mayor Koplín** called for a five minute recess while the room was cleared, at 9:35 pm.

Council was back in regular session at 9:35 and then entered the executive session.

**22. City Attorney David Gross review of legal matters with City Council**

Council came out of the executive session at 10:56 pm and was back in open session.

**Mayor Koplín** said that Council discussed legal matters with the City Attorney and no action was taken. He also said that as they were right at 11 pm, they would take up the City Clerks evaluation at a future meeting and with Council concurrence, he would execute an amendment to her current contract to extend it until a new contract is signed.

Council concurred for the Mayor to execute the extension with the City Clerk.

**23. City Clerk evaluation**

#### **R. Adjournment**

**M/Bailer S/Beedle** to adjourn the meeting.

Hearing no objection the meeting was adjourned at 10:59 pm.

Approved: September 7, 2016

Attest: \_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

**Special City Council Meeting  
August 11, 2016 @ 6:00 pm  
Cordova Center Community Rooms A & B  
Minutes**

**A. Call to order**

*Mayor Clay Koplín* called the Council Special Meeting to order at 6:00 pm on August 11, 2016 in the Cordova Center Community Rooms.

**B. Roll call**

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

**C. Approval of agenda**

*M/Allison S/Hallquist* to approve the agenda.

Hearing no objection, motion was approved.

**D. Disclosures of conflicts of interest - none**

**E. Communications by and petitions from visitors**

1. Audience Comments regarding agenda item - none

**F. New business**

2. Resolution 08-16-30 A resolution of the City Council of the City of Cordova, Alaska, authorizing a transfer of \$266,000.00 from the General Fund Reserve to Cordova Community Medical Center in order to fund short term expenses

*M/Allison S/Hallquist* to approve Resolution 08-16-30 A resolution of the City Council of the City of Cordova, Alaska, authorizing a transfer of \$266,000.00 from the General Fund Reserve to Cordova Community Medical Center in order to fund short term expenses.

*Mayor Koplín* said that the City staff has informed him that they do suggest the transfer come from the general fund reserve but he wants to remind Council that there have been many draws from that this year to support CCMC and Council should be aware that there is only so much that fund can handle.

Finance Director at the hospital, *Lee Bennett* spoke for CCMC. He said the hospital does not have any reserves and for a while now has been running a negative bottom line. He said the long term care monthly revenue often covers about what two payrolls would amount to however, September has three payrolls so we will be short. He said the request also covers a couple of payments towards a back amount owing to PERS.

*Joyce* asked *Lee* if he would anticipate any future requests and wondered if this loan would be paid back anytime soon.

*Lee* responded that no, he does not anticipate any payback of this anytime soon. He said that he and *Mitchell* (CCMC CEO) are looking at what can be done heading into 2017, as they prepare the budget, as to what can be done to decrease the need from the City. *Lee* explained that the basis for revenue is small with our population, no extra area to draw revenue from (i.e. due to isolation), and this is the case for rural hospitals all over AK, not just Cordova; fixed costs are high.

*Hallquist* asked when he thought there might be another request this year. *Lee* said that honestly, the \$260k could easily have been \$500k. He honestly said he would not know, he hopes he won't have to again this year; he's been here almost four weeks, he is still analyzing revenues/expenses. *Joyce* said he appreciated the candid response. He said that the public will need to understand that they will be paying for the hospital with tax money and if they choose not to go to our community funded hospital, they are paying for it anyway and should maybe make the choice to have their health care handled there instead.

Vote on motion: 4 yeas, 0 nays, 3 absent. Allison-yes; Beedle-absent; Joyce-yes; Bailer-absent; Wiese-yes; Burton-absent and Hallquist-yes. Motion was approved.

3. Resolution 08-16-31 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with GV Jones & Associates, Inc. to provide engineering services for Eyak water treatment plant SCADA upgrades, hypochlorite generators and water tank coatings as described in the attached proposals

*M/Hallquist S/Allison* to approve Resolution 08-16-31 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with GV Jones & Associates, Inc. to provide engineering

services for Eyak water treatment plant SCADA upgrades, hypochlorite generators and water tank coatings as described in the attached proposals.

**Hallquist** said Council asked for this to be handled as a sole source, staff has done so and he is very much in support of this. **Allison** asked **Rogers** if the contract this time was really for the leftover amount of \$626k from the previous LT2 project and grant funds plus the \$185k or just the \$185k as in the resolution before us tonight. **Rogers** said it will be the \$835k amount.

**M/Allison S/Hallquist** to amend the motion by changing \$185,000 in the sixth whereas **B. contract price**, to \$835,000.

**Joyce** said he agrees and asked if that was the maximum amount to be spent, i.e. if GV Jones is able to reduce costs, we will pay less. **Rogers** said yes, that is a NTE (not to exceed) amount, if there are cost-savings, we will realize those.

Vote on motion to amend: 4 yeas, 0 nays, 3 absent. Allison-yes; Hallquist-yes; Joyce-yes; Beedle-absent; Wiese-yes; Burton-absent and Bailer-absent. Motion was approved.

Vote on main motion: 4 yeas, 0 nays, 3 absent. Beedle-absent; Hallquist-yes; Wiese-yes; Joyce-yes; Allison-yes; Bailer-absent and Burton-absent. Motion was approved.

4. Update on City Manager search

**Mayor Koplín** said that the number one ranked candidate by the committee has withdrawn his name; took a position elsewhere. Also, another top candidate has said he is a finalist in 2 other communities – background checks and references have been done and are available to Council tonight. He suggested that Council schedule an interview with Mr. **Hanson** and maybe we can see if some of the other high ranking candidates can fit that time schedule too.

#### G. Audience participation - none

#### H. Council comments

**Hallquist** thanked the Streets department for handling the washouts with the heavy rains we got here last week.

**Wiese** thanked **Rogers** and his staff (**Greenwood, Stavig**) for the detail offered tonight.

**Joyce** also appreciated the work by staff (**Rich Rogers**) for the resolution before them earlier. He opined that it would behoove Council to go back and look at attorney issues again and it might be in our best interest to have a staff attorney for the money we are spending on that as it is.

**Allison** also thanked staff for the work put into tonight's packet. He said as far as CCMC support when it comes time for budget talks, he does not want it all to go on the property tax payers.

**Mayor Koplín** said he wanted to thank the Cordova EMS and Police Department for all the work they do; they have tough situations to handle, including the one this week – he wants to pass on the City's gratitude for what they do.

#### I. Adjournment

**M/Allison S/Hallquist** to adjourn.

Hearing no objection, the meeting was adjourned at 6:32 pm

Approved: September 7, 2016

Attest: \_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

Mayor's Report  
8-2-16  
Clay Koplín

It has been a very busy month, with several projects in hand. Mayor City Work in progress includes a review of opportunities to consider a disaster declaration for one or several of PWS fisheries this season, the AMHS service to southcentral Alaska, a letter to USFS supporting local businesses in the community, Crater Lake funding opportunities, City Manager recruitment, and engagement with citizens and council. I will speak to these items below.

A couple items of note for council, I plan to re-institute the invocation at the beginning of each meeting as a long-standing tradition and practice, and, frankly, as an agenda item that has been overlooked. My intention is to be inclusive, initially inviting a range of faiths ranging from Judeo-Christian to Eastern to a simple atheist/agnostic moment of silent reflection. A few moments of calm before each meeting to clear our minds and focus on the challenges and needs of Cordova will, I hope, be constructive.

Another consideration for council is Mayor participation in political/campaign season events. This is the one time when candidates who have worked for Cordova ask for help during their campaigns, and it is important to strike a balance to recognize their work and accomplishments or lack of them, without showing favoritism to those who are opposing them in the elections. The City of Cordova, Council, and Mayor are apolitical, and my basic framework (I'd encourage council concurrence or feedback) for political participation during campaign season is as follows:

- 1) Treat all candidates of all affiliations with respect, focusing in particular on communicating the needs and priorities of Cordova. New candidates generally get more time and attention as they are less familiar with Cordova and our organizations, and we try to get them "up to speed" on our issues during election season. I generally spend a few hours each with visiting incumbents or challengers to tour them through the community and show them the socio-political landscape, the needs, the priorities, and the warmth and hospitality of Cordova as they commit to the time and expense of visiting Cordova.
- 2) As Mayor I do not directly endorse candidates, but will occasionally extend our appreciation to incumbents for their past work for Cordova in the form of quotes or sound bites, i.e. Rep. Austerman for Cordova Center Funding, Senator Murkowski for assistance with hydro project development and Navy Training Exercise concerns, Representative Thomas for project funding and Veteran's support, and new challengers/opponents for taking time and interest to visit Cordova. I allow all candidates to freely take pictures as we tour the community, and use them in their social media.

I'm working the fisheries disaster concerns with councilman Burton and Representative Stutes (who are doing all the work, I'm monitoring at this time).

Letters to USFS and AMHS are in progress when and if necessary and will be copied to council if straightforward or pre-authorized, or brought to council beforehand if there are sensitive or controversial elements that I think the council should weigh in on before I act as the council's spokesperson on that issue.

Regarding AMHS, the Southeast Conference (SEC) transportation committee, which Mike Anderson was appointed to, scheduled their two primary meetings on two of the only times when Mike would not be available to attend; Murphy's law at work. Given a short timeframe for the last meeting, Mike and Sylvia Lange and I met for nearly 3 hours to discuss all the ins and outs of the ferry system to strike a concurrence for a consistent message from Cordova, and to arm Sylvia with the community message as she voluntarily and at her own expense attended the first meeting and reported back to Mike and me on it. Sylvia has requested to attend the next meeting in Petersburg, with assistance for the travel cost. We (Mike and I) have requested that the committee move the travel allowance to Sylvia so that she can attend on Cordova's behalf and keep continuity through these first two meetings. It appears that SEC will cover the cost, if not I would suggest the City consider it. The AMHS other item for consideration on this agenda is to contribute to the AMHS restructuring project cost, with an outline of which communities have already contributed toward the \$60,000 total match the State is requesting for their \$200,000 contribution (\$260,000 total). SEC greatly appreciated the City of Cordova renewing our associate membership and our participation in the AMHS fight for service. NVE representatives also attended the Anchorage AMHS meeting and I have a meeting scheduled to get their perspective on the meetings and Cordova's path forward.

I have attended most of the City Manager Selection Committee and City Council meetings for selecting finalists and conducting telephone interviews, respectively. At present there are four finalists that have been telephonically interviewed and council will be considering whether to invite any or all of them to on-site interviews.

I have been reviewing and signing Clerk time sheets and have orchestrated the Clerk's evaluation and summary for council as outlined in City code/policy and past practice.

I have both business travel and family vacation travel planned for the first three weeks of October, and will miss both of that's months meetings. I apologize in advance for, particularly, the first monthly meeting in October, which had an unexpected work-related conflict arise just last week.

I met with chairpersons of boards and commissions for the first time this Wednesday, and there is a growing body of suggestion that the time is right for the community to consider a strategic planning process as many of our projects get completed and the demographic and needs of the community change. There are many tough issues that might be considered during this planning including the future of community health services, City annexations, Borough Formation, etc. as we anticipate a new era of limited State of Alaska funding and support for communities.

The AML November meeting and schedule has been circulated, and I encourage any councilmen who have not attended the Newly Elected Officers training (NEO) to do so. It is a good investment in our community's leadership.

Have a great September Cordova!

Clay



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

Phone: 907.424.6248  
Fax: 907.424.6000  
Cell: 907.253.6248  
E-mail: [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net)

## **CITY CLERK'S REPORT TO COUNCIL**

*September 07, 2016 Regular Council Meeting*

**Date of Report:** Aug 4 - 31, 2016

### **Things the Clerk's Office needs feedback on:**

- Need to book AML travel ASAP – please let me know if you are attending and which dates you prefer to travel, ferry/air, etc. – the conference registration has been emailed to you; you can book your own travel and the city will reimburse if you submit receipts – if you prefer

### **Things the Clerk's Office has been working on:**

- Disseminated the passed/signed/sealed resolutions from regular meeting of 08-03-16 and the Special meeting of 08-11-16
- Prepared agenda and packet for special council meeting on 08-11-16 and work session on 08-16-16 ensured Council attendance and sent several reminder emails/texts
- Prepared agenda and packet for special council meeting on 08-31-16 and then the recess to 09-01-16 ensured Council attendance and sent several reminder emails/texts
- Prepared agenda and handled corresponding notifications for special meeting on Tuesday 09-06-16
- Prepared agenda and packet for regular meeting on 09-07-16
- Signed City payroll and accounts payable checks
- Completed several sets of minutes for approval tonight
- Answered property related questions, foreclosures, sales, taxes paid/owed, etc.
- Answered election questions from the public – directed them to state division of elections website for absentee information
- Assisted state election workers for absentee in person and then on the day of the primary election
- Prepared agenda item for last appointment to Historic Preservation Commission
- Assisted Finance Staff on interpretation of Code for sales tax exemption issue
- Deputy Clerk working on an audit from the Office of the State Assessor regarding property tax database information in different municipalities
- Contacted Student Council advisor at CHS asking for appointments as Student Council reps to City Council – may hear back by time of tonight's meeting
- Updated cemetery records to capture a recent burial of ashes
- Assisted taxpayers with amounts owing for first half 2016 as deadline just passed, August 31, 2016
- Touched bases with some new staff of Boards and Commissions to get them up to date on proper notification and posting of notices for meetings according to City and OMA protocols
- Working with CVFD and Chief and City Attorney concerning updated code that the volunteers have been working on – may come before Council soon, awaiting feedback from Chief



## DEPARTMENT OF THE NAVY

COMMANDER  
UNITED STATES PACIFIC FLEET  
250 MAKALAPA DRIVE  
PEARL HARBOR, HAWAII 96860-3131

IN REPLY REFER TO:

Dear Sir or Madam:

SUBJECT: NOTICE OF AVAILABILITY OF THE GULF OF ALASKA NAVY TRAINING  
ACTIVITIES FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT  
STATEMENT/OVERSEAS ENVIRONMENTAL IMPACT STATEMENT

The Department of the Navy (Navy) has prepared a Final Supplemental Environmental Impact Statement/Overseas Environmental Impact Statement (EIS/OEIS) to re-evaluate the potential environmental impacts from ongoing training activities conducted within the Gulf of Alaska (GOA) Temporary Maritime Activities Area (TMAA), situated south of Prince William Sound and east of Kodiak Island (see Enclosure 1). The National Marine Fisheries Service is a cooperating agency for this analysis.

The Navy prepared the Supplemental EIS/OEIS to update the 2011 GOA Navy Training Activities Final EIS/OEIS using the best available science, and to renew federal regulatory permits and authorizations set to expire in 2016. A key goal of the analysis is to continue the Navy's compliance with the Marine Mammal Protection Act and the Endangered Species Act. While training, the Navy follows strict guidelines and employs measures to reduce effects on marine species.

The Navy's Proposed Action is the same as the 2011 GOA Final EIS/OEIS and Record of Decision, which is to continue to conduct military training activities in the TMAA. The Proposed Action would ensure the Navy accomplishes its mission to maintain, train, and equip combat-ready military forces capable of winning wars, deterring aggression, and maintaining freedom of the seas while minimizing potential environmental impacts to the greatest extent practicable. This mission is achieved in part by training within the TMAA. The TMAA and Proposed Action, including the location, number, and frequency of major training exercises, remain unchanged from the 2011 analysis.

In preparing the Supplemental EIS/OEIS, the Navy used a new acoustic modeling method, called the Navy Acoustic Effects Model, to estimate the potential acoustic effects of training activities on marine mammals. Additionally, the Navy evaluated new and relevant scientific information to update the environmental impact analysis, such as new marine mammal density data.

The completion of the Final Supplemental EIS/OEIS follows years of research, analysis, and public involvement. The scoping period was initiated in January 2013, and the Navy held five public meetings in

SUBJECT: NOTICE OF AVAILABILITY OF THE GULF OF ALASKA NAVY TRAINING  
ACTIVITIES FINAL SUPPLEMENTAL ENVIRONMENTAL IMPACT  
STATEMENT/OVERSEAS ENVIRONMENTAL IMPACT STATEMENT

Kodiak, Anchorage, Homer, Juneau, and Cordova in September 2014 to provide information and receive public comments on the Draft Supplemental EIS/OEIS. Comments received from the public, tribes, and government agencies during the 60-day public review and comment period for the Draft Supplemental EIS/OEIS were considered and responded to in the Final Supplemental EIS/OEIS.

Regulations provide for a 30-day public review and wait period after the Final Supplemental EIS/OEIS is published before the Navy may take final action. The Final Supplemental EIS/OEIS will be available to the public on **July 29, 2016**, on the project website at **www.GOAEIS.com**, and at the following public libraries: Alaska State, Copper Valley Community, Cordova, Homer, Kodiak, Seward Community, University of Alaska Fairbanks/Elmer E. Rasmuson, and Z.J. Loussac. The public review and wait period ends on **Aug. 29, 2016**.

If you have questions, require additional information, would like to provide comments on the Final Supplemental EIS/OEIS, or would like to request a CD-ROM of the Final Supplemental EIS/OEIS, please contact the GOA Supplemental EIS/OEIS project manager at:

Naval Facilities Engineering Command Northwest  
Attention: GOA Supplemental EIS/OEIS Project Manager, EV21  
1101 Tautog Circle, Suite 203  
Silverdale, WA 98315-1101  
360-396-0403

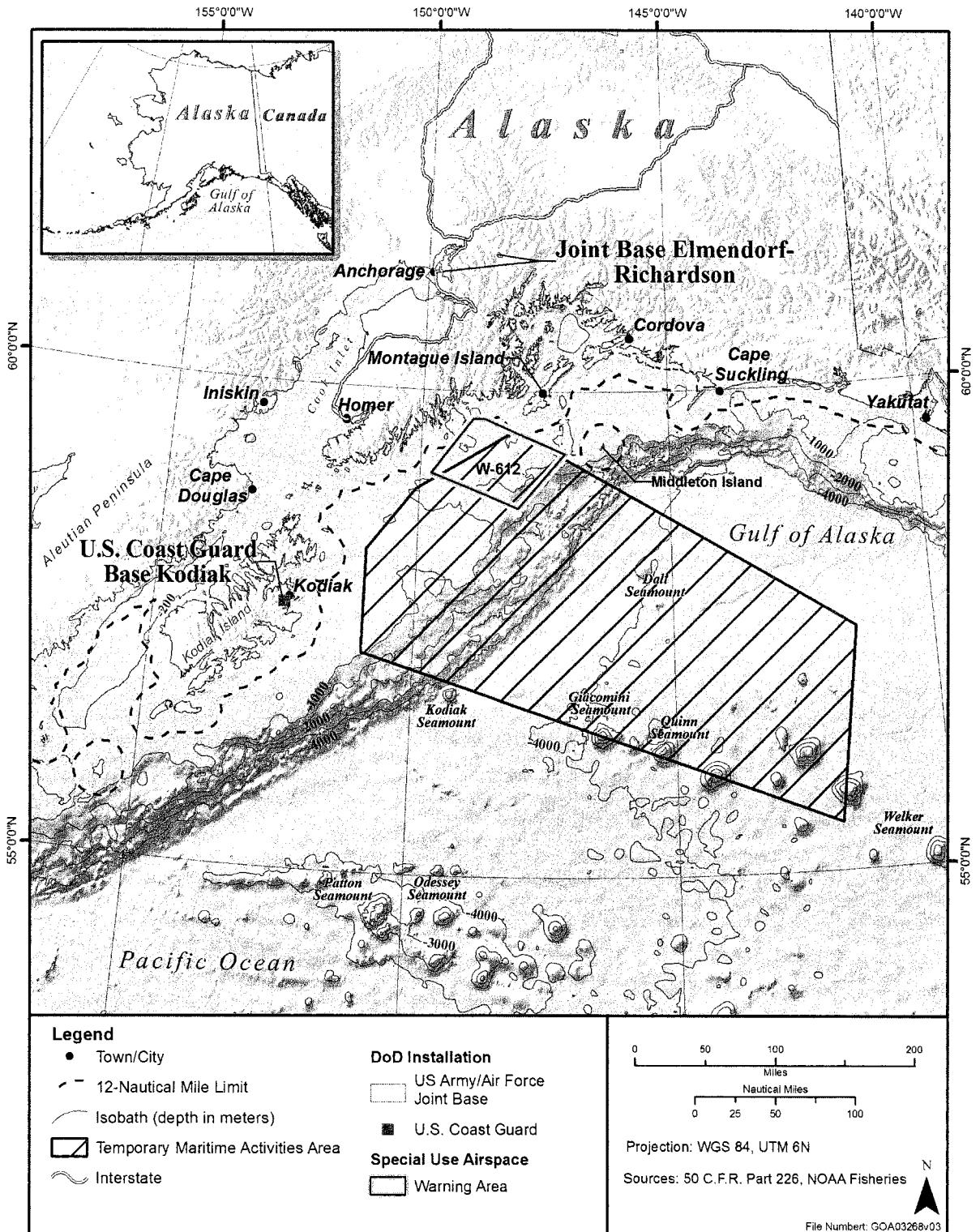
Sincerely,

L. M. FOSTER  
By direction

Enclosure: 1. Gulf of Alaska Navy Training Activities Supplemental  
EIS/OEIS Temporary Maritime Activities Area Study Area



Enclosure 1: Gulf of Alaska Navy Training Activities  
 Supplemental EIS/OEIS Temporary Maritime Activities Area  
 Study Area



Enclosure (1)

**From:** Tom Bailer  
**Sent:** Tuesday, August 02, 2016 1:19 PM  
**To:** Rich Rogers <[publicworks@cityofcordova.net](mailto:publicworks@cityofcordova.net)>  
**Cc:** Clay Koplin <[mayor@cityofcordova.net](mailto:mayor@cityofcordova.net)>; Mike Hicks <[citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net)>  
**Subject:** Questions for Wednesday's meeting

Rich,  
 I have the following questions for Wednesday's meeting:

- Eyak Water Treatment Plant -
  - What has been the average use of the plant in the last 5 years?

**-Plant Operations History: (per J Felix email, 21Nov15)**

April 2007	-----	9 days operation
2008	-----	0 days operation
2009	-----	0 days operation
2010	-----	0 days operation
Mar-Apr 2011	-----	6 days operation
Mar-Apr & Dec 2012	-----	19 days operation
2013	-----	0 days operation
July 2014	-----	40 days operation
July - Aug 2015	-----	4.5 days operation
2016	-----	0 days operation

**Last ten years average usage: 2007 thru 2016 = 10 yrs at 78.5 days = 7.9 days/yr**

**Last five years average usage: 2012 thru 2016 = 5 yrs at 63.5 days = 12.7 days/yr**

- What drives the cost of utilizing that plant?
 

**The addition of polyaluminum chloride (liquid coagulant for cold waters, mandatory, approx. one drum/day); the part-time usage of powdered activated carbon for chemical absorption (as required); Man-hours straight time, man-hours overtime; electricity to run the four pumps that pull the lake water and push it through the filters and up to Murcheson CT (contact time) Tank. Without SCADA, the plant must be checked every 4 hours 24x7.**
- Along with the upgrades that you have proposed what would it take to install new energy efficient motors and pumps? In other words, what is the cost to remodel and upgrade the system to make it energy efficient?
- **The SCADA upgrade for the City includes installation of VFD drives for these pump motors.**
- **We won't know whether the existing motors are VFD compatible until we share their motor nameplate data with the motor manufacturers and they tell us whether or not the motor windings have insulation compatible with VFD operations.**
- **So, to be safe, the numbers we put before council in the packet include a budget of \$10,000 per pump or \$40k to replace the existing motors with new motor drives with insulation compatible for VFD operation.**

- **Since we've not yet checked with the motor manufacturers, we don't know yet if we could re-use the existing motors with VFDs or not. If the City wished, we could use the budgeted \$40k to replace the existing motors with drives constructed with both the insulation ratings for VFD operation and high efficiency characteristics.**
- **What other options are there besides Crater Lake for water?**
  - pump more water from Eyak Lake**
  - expand/excavate/blast/bigger dam at Meals Reservoir**  
(current useable capacity = 14MGal)
  - drill water wells somewhere**
  - Middle Arm catchment w/transfer pipe on bottom of Eyak Lake**
  - dam up & pipe some other lesser lake(s) not too far from Cordova**
  - natural springs**
  - desalination of sea water (generally 5+ times as expensive as upland water)**
  - distribution network analysis to identify/reduce choke points**
  - other?**
- **What percentage of the cost of the Crater Lake Water and Power Project is actually attributed to providing water to the City?**

**I do not know. I have not begun the process/analysis/ math/economic assumptions of answering this question.**

Once the water comes down the penstock and through the generators, what is the cost to get the water to City facilities?

**The cost will be primarily chlorination (same costs per gallon as we are experiencing now) and electricity costs to run the pumps that will push the water (approx. 3.3 Mgal/day) through our 16" water main to the Morpac Tank area (these daily/monthly/annual electric costs have not been developed yet).**

Thank you.

Tom Bailer

City of Cordova  
P.O. Box 1210  
Cordova, Alaska 99574

August 22, 2016

RE: City Sales Tax/Ordinance 5.40.011 and 5.40.020.9 w/enclosures.

Dear City Mayor, Council Members & acting City Manager,

My name is DENNY KAY WEATHERS; I live on the north end of Hawkins Island outside of the city limits of Cordova and have for about 35 years. **FOR THE RECORD IT SHOULD BE NOTED;** that I actually live and vote within the Tatitlek voting precinct. Over the years I've had a few issues with Cordova city sales tax problems but they were usually handled without too much trouble. Someone from the City Hall would just write a letter or call the company or business that I was having problems with, maybe it was in Washington, maybe Anchorage, maybe Juneau or Valdez and explain to the company or business I was dealing with that a Cordova city sales tax can only be charged for goods or services rendered or purchases made within the city limits of Cordova, problem solved. Not this time and it apparently was a City of Cordova employee that has unfortunately misled the company/business I am dealing with.

For the record; I have no problem paying your city sales tax when it is justified according to your ordinances; such as if I purchase a meal in Cordova, or stop by the coffee shop for a latté, pick up a box of candy at the drug store or maybe a card at Cope Ministry the sales tax is justified because I purchased the goods in Cordova or within the Cordova city limits.

I also know according to your city ordinances that when I purchase things like groceries, fuel, building material, clothing, fishing gear and other actual goods in Cordova to transport outside the city limits to our remote home site your city sales tax is still justified because the sale took place in Cordova.

I also understand that if I purchase electronics, such as a radio, television, router, computer or even a telephone from the Cordova Drug Store/Radio Shack or Fireweed Graphics who also sells cell phones and some wireless equipment for Copper Valley Telecom that I will pay a sales tax because the sale took place within your city limits. I am not arguing that.

Many towns in Alaska have mini cell phone and wireless stores; like Ketchikan, and when I needed a charger for my Copper Valley cell phone in Ketchikan I went in to the little AT&T mini cell phone store and picked one up and paid their sales tax because the sale was made in Ketchikan. When I was in Wasilla and needed a battery I stopped into a mall and found a Verizon mini store and purchased a battery and paid their sales tax because the sale was made in Wasilla.

But when I purchase something on the internet or by phone or pay for a service from outside of Cordova that is delivered to my mail box or delivered by UPS or by Alaska Airlines I DO NOT pay a city sales tax. Nor do I pay a city sales tax on my husband's prepaid Net10 cell

phone service or his Globalstar satellite phone service (NOTE: the Globalstar phone we have purchased from Copper Valley Telecom). When I make a trip to Anchorage and buy groceries or supplies to bring back on the ferry to transport to our home on Hawkins Island I also DO NOT pay a city sales tax. Because the sale of the goods and or services were not provided by, from or made in Cordova or within the Cordova city limits.

Which brings me to the sales tax problem at hand; I am being charged a city sales tax on a service I receive from Valdez, Alaska. The business I am dealing with is "Copper Valley Telecom" out of Valdez. Please note that my billing (see Exhibit "D", "E" & "F") are mailed to me from Valdez, not from Cordova. If you look at Exhibit "D" top right under "MESSAGE CENTER" about billing questions it list the service areas as Valdez, Tatitlek, Glenallen, Mentasta and Chitina or an 800 number for those outside, no mention of Cordova.

Since I first signed up with Copper Valley Wireless in early 2013 I have told them that I should not be charged a Cordova City Sales tax on my wireless service from Valdez. I told Copper Valley Wireless that I do not live in Cordova or their city limits nor does my wireless service come from Cordova. In 2014 Copper Valley Wireless apparently contacted the City of Cordova (see Exhibit "A") and was told;

**Tabitha Gregory, Chief Customer Relations Officer, Copper Valley Wireless told me;** "she spoke with the City of Cordova on July 11, 2014 and staff reported to me that City ordinance 5.40.011 and 5.40.020.9 direct me to charge sales tax. According to the City you are not exempt from Cordova sales tax on our service because of the location of your residence. Certainly, if you provide me with a written statement from the City stating you are tax exempt, I will exempt your services from City sales tax."

In truth the Cordova City ordinance (5.40.011 - Goods or services delivered outside the city.) reinforces the fact that I SHOULD NOT be charged a city sales tax (see Exhibit "B") on my Copper Valley Wireless Service that I receive from Valdez, Alaska, because my wireless service is not coming from Cordova. NO Cordova SERVICE, No Cordova Sales Tax.

IN REALITY how many people in Cordova have ACS Wireless (Alaska Communications), AT&T Wireless, SPRINT Wireless, Version Wireless, STARBAND, or prepaid cell service like TracPhone, NET10, or Globalstar. All these businesses transmit or broadcast over the wireless/cell towers in Cordova (believe it is referred to as "ROAMING") but their customers are not charged a city sales tax, WHY? because their service is not generated in or from Cordova. Like your ordinance states, goods or services must come from within the city in order to be taxed. My service and billing come from Valdez, Alaska.

Less examine the facts a little closure;

- 1.) How many Copper Valley Wireless customers do you think live in the Tatitlek voting precinct just like I do?

- 2.) How many of THOSE Copper Valley Wireless customers living in the Tatitlek voting precinct do you think are paying a Cordova City sales tax on their wireless service?
- 3.) How many Copper Valley Wireless customers do you think live outside of the Cordova city limits (i.e. Valdez, Glennallen, Two Moon, Ellamar, Naked Island or Chenega) that **DO NOT** pay a Cordova city sales tax on their Copper Valley Wireless Service?

As for Ordinance 5.40.020.9 that the City of Cordova staff person provided Copper Valley Wireless in Exhibit "A". According to the ordinance (see Exhibit "C") its purpose is to define the terms but nothing within this ordinance pertains to my Copper Valley wireless service I receive from Valdez, Alaska.

But just in case let's examine ordinance 5.40.020 - Definitions.

A. "Sales" means the transfer of or "SALE" contract to transfer rights in property from seller to a buyer or consumer for consideration and includes the sale of goods, renting of property, and **sale of services which either commence or terminate within the city**, or which are in part rendered, supplied or provided within the city, including the following by means of example:

9. The provisions of electrical, telephone, water, garbage or sewer utility services including installation and connection charges and fees;

There was never a sale of service that commenced or terminated within the city. I pay Copper Valley Wireless in Valdez for the service they provide to me monthly and my bill is also generated from Valdez, not from Cordova. As for number 9, Once again it does not pertain to me; I do not get electrical, telephone, water, garbage or sewer utility services from Cordova.

Like I said to begin with; I have no problem paying a legitimate sales tax but I do not like to pay an unjustified sales tax for service not provided within your town. Please can you help to rectify this sales tax issue? Thank you for your time and help. You can contact me by phone at 253-3745, by email at [alaskanortherngirl@gmail.com](mailto:alaskanortherngirl@gmail.com) or at the address below.

Signed;

DENNY KAY WEATHERS  


DENNY KAY WEATHERS  
P.O. Box 1791  
Cordova, Alaska  
Zip Exempt USA

Exhibit "A"

To: Denny Weathers  
From: Tabitha Gregory, Chief Customer Relations Officer, Copper Valley Wireless, 907-835-7763  
Date: July 11, 2014  
Re: Billing Complaints

Hi Denny – Thanks for your letter. I've gone through your points as carefully as I can and will try to address them below. I will be in Cordova on Tuesday & Wednesday next week and would be happy to speak with you then as well. We appreciate your business and I hope the answers below will help bring resolution to your concerns!


1. Tax exemption due to residency outside Cordova City Limits.

I spoke with the City of Cordova on July 11, 2014 and staff reported to me that City ordinance 5.40.011 and 5.40.020.9 direct me to charge sales tax. According to the City you are not exempt from Cordova sales tax on our service because of the location of your residence. Certainly, if you provide me with a written statement from the City stating you are tax exempt, I will exempt your services from City sales tax.

2. \$10 charge vs. \$25-\$15 = \$10 charge.

The actual charge in both of these scenarios is the same. The retail charge and the promotional discount are now itemized on the new bills to provide an additional level of detail. We are only charging City tax on the \$10, so there's no difference in the amount billed. On 5/1/14 you identified that insurance was being charged tax and I agreed with you that this was incorrect. We issued you a credit of \$.48 for the difference (it is shown on your 6/1/14 statement below). You also have that credit highlighted on your Document A.

00000043129



P.O. Box 337  
Valdez, AK 99686  
907-835-2231

TELEPHONE NO: (907)253-3358 ACCOUNT NO: 43129

Previous Bill	Payment/Adj	Current Billing	Total Due
\$180.60	\$180.60CR	\$93.08	\$92.60

**BILL AT A GLANCE 06/01/2014**  
WEATHERS, DENNY

BALANCE FROM LAST BILLING		180.60
Payment Received - Thank You	05-20	180.60CR
Adjustments	05-28	.48CR
Previous Balance Due		.48CR

**SUMMARY BY SERVICE TYPE**

WIRELESS RELATED CHARGES	31.78
COPPER VALLEY WIRELESS	61.30
<b>CURRENT BILLING AMOUNT</b>	<b>93.08</b>
Credit Card - Auto Pay - Do Not Pay	92.60

**MESSAGE CENTER**  
If you have questions about your bill, please call 835-2231 in Valdez & Tatitlek, 822-3551 in Glennallen, Mentasta & Chitina or 1-800-478-6612 from outside the service area.  
Looking for your wireless or long distance call detail? It's all available in an awesome, easy-to-read format on Copper Valley's Smart Hub. We also update your usage throughout the month so you can get quick up-to-date information about your wireless voice and data plans. If you haven't set up your account yet, don't wait! Go to <https://cvtc.smarthub.coop>. Instructions are available at [www.cvtc.org](http://www.cvtc.org).

5.40.011 - Goods or services delivered outside the city.

Sales of goods delivered or services delivered or rendered outside of the city shall be taxable if the sales or services are contracted for or agreed to be made within the city. Such taxable services shall include the contractual services of water craft vessels and personnel for services not directly related to commercial fishing, examples of which would include contractual services for oil spill response charters (not including training sessions) and charter boat services.

(Ord. 865 (part), 2000).



## 5.40.020 - Definitions.

For the purpose of this chapter, the following terms shall be defined as follows:

- A. "Sale" means the transfer of or contract to transfer rights in property from a seller to a buyer or consumer for a consideration and includes the sale of goods, renting of property, and sale of services which either commence or terminate within the city, or which are in any part rendered, supplied or provided within the city, including the following by means of example:
1. Local transportation for hire of persons by common carriers, including motor transportation, taxicab companies, and all other means of transportation for hire;
  2. Printing or printed matter of all types, kind and character, and other service of printing;
  3. The service of renting personal or real property;
  4. Foods, confections and all liquors, beverages and drinks sold and dispensed by retail stores, restaurants or other dispensers, and sold for immediate consumption upon the premises or delivered or carried away from the premises for consumption elsewhere;
  5. Advertising of all kinds, type and character originating in the city;
  6. Gross proceeds derived from the operation of pinball machines, jukeboxes, merchandise vending machines or amusement devices of any kind;
  7. The sale of tickets or admissions to places of amusement, to athletic entertainment, recreational events or dues or fees for privilege of having access to or the use of amusement, entertainment, athletic or recreational facilities;
  8. The retail sale of all gas and petroleum products;
  9. The provision of electrical, telephone, water, garbage or sewer utility services including installation and connection charges and fees;
  10. Commissions or fees by brokers or agents in such transactions as real estate sales;
  11. Services and rentals performed partially within the city;
  12. Sales, services or rentals provided by a peddler, itinerant merchant or street vendor; or
  13. Sales or services made by a seller at a special annual public event.

B.

Exhibit "D"



P.O. Box 337  
Valdez, AK 99686  
907-835-2231

Telephone | Long Distance | Internet | Wireless

TELEPHONE NO: (907)253-3358

ACCOUNT NO: 43129

Previous Bill	Payment/Adj	Current Billing	Total Due
\$175.83	\$175.83CR	\$175.83	\$175.83

**BILL AT A GLANCE 08/01/2016**  
**WEATHERS, DENNY**

BALANCE FROM LAST BILLING 175.83  
Payment Received - Thank You 07-20 175.83CR  
Previous Balance Due .00

**SUMMARY BY SERVICE TYPE**

WIRELESS RELATED CHARGES 3.82CR  
COPPER VALLEY WIRELESS 179.65

**CURRENT BILLING AMOUNT 175.83**

**Credit Card - Auto Pay - Do Not Pay 175.83**

**MESSAGE CENTER**

If you have questions about your bill, please call 835-2231 in Valdez & Tatitlek, 822-3551 in Glennallen, Mentasta & Chitina or 1-800-478-6612 from outside the service area.

Looking for your wireless or long distance call detail? It's all available in an awesome, easy-to-read format on Copper Valley's Smart Hub. We also update your usage throughout the month so you can get quick up-to-date information about your wireless voice and data plans. If you haven't set up your account yet, don't wait! Go to <https://cvtc.smarthub.coop>. Instructions are available at [www.cvtc.org](http://www.cvtc.org).

**BACK to SCHOOL checklist**

- New Samsung S7
- 3 FREE smartphones
- FREE LG Tablet
- Sigh of relief

DATA for YOUR TABLET \$1/month

\*Some restrictions apply. Offer expires Sept. 30, 2016.

Copper Valley Telecom CVTC.ORG

Please return lower portion with your payment...retain upper portion for your records



P.O. Box 337  
Valdez, AK 99686  
907-835-2231

Telephone | Long Distance | Internet | Wireless

Check for Address Change

Payment Due	Total Due
08/31/2016	\$175.83
Enter Amount Paid	
Auto Pay	

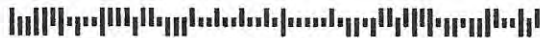
08/01/2016 000000

WEATHERS, DENNY  
ACCOUNT NO: 43129 A000NP  
TELEPHONE NO: (907)253-3358

104 1 AV 0.373  
WEATHERS DENNY  
THIRD JUDICIAL DISTRICT  
PO BOX 1791 C/O  
CORDOVA AK 99574-1791

5 104  
C-1 P-2

COPPER VALLEY TELECOM  
PO BOX 337  
VALDEZ AK 99686-0337





P.O. Box 337  
 Valdez, AK 99686  
 907-835-2231

Exhibit "E"

WEATHERS, DENNY  
 ACCOUNT NO: 43129  
 TELEPHONE NO: (907)253-3358  
 BILL DATE: 08/01/2016  
 Page: 2 of 7

**Billing for all your Copper Valley Services**

Copper Valley Telephone Cooperative is the billing agent for all of its subsidiaries. Customers will find charges associated with telephone, Copper Valley Long Distance, Copper Valley Wireless, and Copper Valley Internet.

**Questions**

Our business offices are open Monday through Friday from 8 am-6 pm, with the exception of 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays from 9 am – 6pm.

Please call 835-2231, 822-3551, or 1-800-478-6612 with questions about your bill. Log on to [www.cvtc.org](http://www.cvtc.org) to contact us or email the department of your choice at the following addresses:

[glencustserv@cvtc.org](mailto:glencustserv@cvtc.org)  
[vdzcustserv@cvtc.org](mailto:vdzcustserv@cvtc.org)  
[billing@cvtc.org](mailto:billing@cvtc.org)

**Online Statements**

Customers may access their CVTC statements and view features on their accounts by logging on to our website at [www.cvtc.org](http://www.cvtc.org). A password and account number is needed to activate each account. The password is the customer's choice and the account number is located in the upper right corner of the paper billing statement. Members can also choose to receive an email notification when each statement is ready to be viewed and can stop receiving paper statements.

**Payment Due Dates**

Bills are mailed the first of each month for that month's services. Payment is due by the last day of that month. Courtesy notices are mailed to all customers with past due amounts. CVTC allows a 10-day grace period. If a past due amount remains on the account on the 15<sup>th</sup> day of the month, service will be disconnected unless prior arrangements are made.

**Payment Methods**

CVTC accepts payment by cash, check, VISA, Mastercard, and Discover. Access our website at [www.cvtc.org](http://www.cvtc.org) to make payments by credit card or bank draft. Payments can be mailed to CVTC at Box 337, Valdez, AK 99686, or placed in drop boxes at our business office in Glennallen (Mi 188.5 Glenn Hwy) and Valdez (329 Fairbanks St.).

\*Call our business office to sign up for automatic payments by credit card auto pay or bank draft.

**Reconnect Fees**

Customers whose service has been disconnected for non-payment will be required to bring their account current and pay the reconnect fee of \$25 per telephone line, \$10 per cellular line prior to service being reconnected. DSL customers may be charged a \$125 fee to reconnect their DSL service.

**NSF Fees & Declined Credit Cards**

CVTC may charge \$27 for each NSF check or declined credit card.

**Long Distance & Wireless Calls**

The long distance and wireless toll cycle runs from the 21st of one month through the 20th of the following month. Calls made during this period of time will be rated and billed at the beginning of the following month. Periodically, you may see roaming calls in your wireless call detail that were made a few days before the 20<sup>th</sup>. This happens when the company you were roaming with sends data too late to post on a bill.

**Usage Detail Available on Smart Hub**

All long distance and wireless call detail is available at the customer's Smart Hub account. Contact customer service for assistance setting up your account.

PLEASE INDICATE CHANGE OF ADDRESS

Name		Contact Number
Address		
Delivery Address		
City	State	Zip
Signature		Effective Date

Exhibit "F"



P.O. Box 337  
 Valdez, AK 99686  
 907-835-2231

WEATHERS, DENNY  
 ACCOUNT NO: 43129  
 TELEPHONE NO: (907)253-3358  
 BILL DATE: 08/01/2016  
 Page: 3 of 7

**MONTHLY USAGE FOR WIRELESS: (907)253-3358**

Description	Date	Quantity	Amount
<i>SUMMARY FOR: Denny - Texting Phone</i>			
<b>WIRELESS RELATED CHARGES</b>	<b>08/01-08/31</b>		
STANDARD PHONE MONTHLY FEE		1 @ 10.00	10.00
CORDOVA SALES TAX			.60
FUSC SH			.88
AUSF SH			.58
<b>WIRELESS RELATED CHARGES SUBTOTAL</b>			<b>12.06</b>
SUB-TOTAL			12.06
COPPER VALLEY WIRELESS TOTAL CHARGES			30.98
CURRENT BILLING AMOUNT			43.04

The carrier you have chosen for your long distance (InterLATA) calls is NO PIC.  
 The carrier you have chosen for your long distance (IntraLATA) calls is NO PIC.



**COPPER VALLEY WIRELESS USAGE FOR WIRELESS: (907)253-3358**

TC	TYPE OF CALL	INDICATOR LEGEND	TC	TYPE OF CALL
H	HOME			
AT	AIR TIME			
MM	MOBILE TO MOBILE			

**COPPER VALLEY WIRELESS CHARGES AND CREDITS**

08-01	NATIONAL TALK UNLIMT W SHARED		.00
08-01	DATA SHARED 1GB W VOICE		25.00
	CORDOVA SALES TAX	1.50	
	Federal Universal Service Fund	4.48	5.98
08-01	TEXT MESSAGING INCL WITH DATA		.00
<b>COPPER VALLEY WIRELESS CHARGES &amp; CREDITS</b>			<b>30.98</b>

**COPPER VALLEY WIRELESS DETAIL OF ITEMIZED CALLS**

DATE	CONT	TC	TO PLACE AND NUMBER	MIN	AIR	TOLL	AMOUNT
50 LOCAL CALL(S) FOR 461.0 MINUTE(S) =							.00

50 CALL(S) FOR 461.0 MINUTE(S)

**SUMMARY OF WIRELESS USAGE AND CHARGES**

NATIONAL TALK UNLIMT W SHARED PLAN GROUP	MINUTES USED	USAGE CHARGES
HOME USAGE		
ANYTIME MINUTES	174	\$ .00
NIGHT MINUTES	46	\$ .00
MOBILE TO MOBILE	241	\$ .00
<b>TOTAL HOME USAGE</b>		<b>\$ .00</b>





# Chenega IRA Council

Post Office Box 8079, Chenega Bay, Alaska 99574-8079  
Phone: (907) 573-2032

August 26, 2016

Re: Thank You – 2016 Chenega Memorial Event Donation of \$250

Dear Mayor Koplin:

Thank you for your generous donation to the 2016 Chenega Memorial Event held on Friday, June 3<sup>rd</sup>, 2016 at the original village site on Chenega Island. Your donation contributed to the overwhelming success of our event by providing a meaningful contribution to the Memorial ceremony and related activities and logistics. This year's event brought together over 90 Chenega shareholders, tribal members and family to honor the 26 lives that perished in the 1964 tsunami. Please see the attached Memorial Event brochure that details this year's program and substantial list of sponsors, including the City of Cordova. Contributions to the Chenega IRA Council are tax deductible (*Tax ID: 92-0074435*).

With each year that passes, the Memorial Event attracts an increased number of Chenega shareholders and tribal members that wish to remember and celebrate the 26 lives lost in the 1964 tsunami. Increased participation is integral to the cultural preservation of the original Chenega village site, but it also comes at an increased cost to ensure those who are interested are able to participate. Therefore, in addition to thanking you for this year's contribution, **we ask that you consider an early donation to next year's event.** Please see the attached donation form that now includes a list of specific event items (i.e., needs) you can sponsor, partially or in full. Your continued support in the form of an early donation will assist Chenega IRA Council with a reinvigorated fundraising campaign aimed at bringing more shareholders, tribal members and family together to Chenega Island to share in this essential tribal event.

Again, on behalf of the Native Village of Chenega and the Chenega IRA Council, we thank for your support in making the 2016 Memorial Event an overwhelming success. We look forward to continued partnership and collaboration with the City of Cordova.

Respectfully,

Larry Evanoff, President  
Charles W. Totemoff, Chairman



# *A Memorial*

TO THOSE LOVED ONES LOST IN THE  
 GREAT EARTHQUAKE AND SEISMIC WAVE  
 ON MARCH 27, 1964.  
 MAY THEIR MEMORY BE ETERNAL.

- |                     |                      |
|---------------------|----------------------|
| Alex Chimovisky     | Joann Kompkoff       |
| Anna Chimovisky     | Julia Kompkoff       |
| Emmanuel Chimovisky | Norma Jean Kompkoff  |
| Rhonda Eleshansky   | Richard Kompkoff     |
| Sally Eleshansky    | Willie Kompkoff      |
| Steve Eleshansky    | Cindy Ribaloff       |
| Jack Evanoff        | Danny Ribaloff       |
| Nellie Evanoff      | Billy Selanoff       |
| Sally Evanoff       | Jeanne Selanoff      |
| William Evanoff     | Robert Selanoff      |
| Arvella Jackson     | Tommy Selanoff       |
| Dora Jackson        | Philip Totemoff, Jr. |
| Daria Kompkoff      | Anna Vlasoff         |

VECHNAYA PAMYAT



## CHENEGA MEMORIAL DAY SERVICE & CELEBRATION FRIDAY, JUNE 3, 2016



VECHNAYA PAMYAT

# Chenega Memorial Day

## June 3, 2016 Chenega Island Village Site

### AGENDA

- 9:00-11:00 a.m. Attendees Arrive at Chenega Island
- 11:15-11:30 a.m. Welcome Reception  
*Hosts:*  
 Chenega IRA Council  
 Larry Evanoff, President  
 Chenega Corporation  
 Charles W. Totemoff, President & CEO
- 11:30 a.m.-12:15 p.m. Chenega Memorial Day Service  
 Father Peter Chris
- 12:15-12:30 p.m. Group Photo by Greg Martin
- 12:30-1:30 p.m. Lunch in Chenega Memorial Pavilion
- 2:00 p.m. Depart Chenega Island



## Memory Eternal

Thank you for your participation in this special annual event commemorating the people of Chenega whose lives were lost during the 1964 Good Friday earthquake and the Tsunami that followed.

Chenega's first recorded history was in the early 1700's. It is known to be the oldest Alaska Native settlement in Prince William Sound dating back at least 200 years.

The March 27, 1964, Good Friday earthquake and tsunami destroyed the Native Village of Chenega. Many of the residents fled to higher ground, escaping the fury of the ensuing tidal waves.

Twenty-six were caught by the swiftness of the sea and perished on that day.

It is to those 26 lives that we pay our deepest respects, honoring their memory each year in ceremony and celebration.

### *Special Thanks to Today's Memorial Day Sponsors*

- BP Exploration
- City of Cordova
- Chenega Corporation
- Chenega IRA Council
- Chugach Alaska Corporation
- Chugach School District
- Chugachmiut
- Dojer Services
- Microcom
- North Pacific Rim Housing Authority
- PWSRCAC
- TCC, LLC
- Tatitlek Corporation

*Event Organizing Support Team: Larry Evanoff, Lloyd Kompkoff, Norma Selanoff, Richard Kompkoff, Sr., Patti Andrews, Phyllis Pipkin, Shelly Wade, Travis King, Karen Rogina, Margie Toliver and other Volunteers*

September 1, 2016

Subject: Public Notice for 2017 Shore Fishery Lease Extensions

Dear Interested Party:

The Department of Natural Resources, Division of Mining, Land and Water, Shore Fishery Leasing Program is evaluating whether to issue 10-year shore fish lease extensions for shore fish leases expiring between January 1, 2017 and December 31, 2017. We are offering you the ability to review the enclosed 2017 List of Extensions. This list can also be accessed by visiting the Shore Fish website at: <http://dnr.alaska.gov/mlw/shore/index.cfm> and click on the Public Notice of 2017 Shore Fishery Lease Extensions link or the Department of Natural Resources public notice site at: <http://dnr.alaska.gov/commis/pic/pubnotfrm>.

Comments or protest regarding the issuance of a lease extension must be submitted in writing and directed to the Regional Manager of the Southcentral Region Land Office, Division of Mining, Land and Water at 550 W 7<sup>th</sup> Ave, Suite 900C, Anchorage, AK 99501-3577.

Protests should clearly state the nature and purpose of the protest in accordance with 11 AAC 64.450 (a & b) and be submitted to **both** the applicant and the Department of Natural Resources by certified or registered mail **no later than October 17, 2016**. Protests postmarked after this date will not be accepted. A decision will be made after the protest period has ended.

To request the **mailing address** for a **particular applicant**, please contact one of the Shore Fishery Leasing staff listed below.

Sincerely,

The Shore Fish Leasing Team

**Christy Colles**  
(907) 269-8116  
[christianna.colles@alaska.gov](mailto:christianna.colles@alaska.gov)

**Kathy Luttio**  
(907) 269-8132  
[kathy.luttio@alaska.gov](mailto:kathy.luttio@alaska.gov)

**Andrew Miller**  
(907) 269-8545  
[andrew.miller@alaska.gov](mailto:andrew.miller@alaska.gov)

Enclosures: 2017 List of Extensions

Respectfully,

Andrew J.A. Miller  
Natural Resource Specialist

Department of Natural Resources  
Division of Mining, Land, and Water  
Shore Fishery Leasing  
550 W. 7<sup>th</sup> Ave., Suite 900C  
Anchorage, AK 99501

Phone: 907-269-8545  
Fax: 907-269-8913



**STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINING, LAND AND WATER  
550 W 7<sup>th</sup> Ave, Suite 900C  
Anchorage, AK 99501-3577**

**Public Notice**

The Shore Fish Leasing Program within the Department of Natural Resources is considering the extensions of Shore Fishery Leases expiring in **2017**. The public is welcome to review and comment on the proposed actions. The deadline to submit written comments is due on or before **October 17, 2016**.

This public notice includes the following lease extensions:

**Alaska Peninsula**

**Southeastern District:**

ADL 227038 Foster, Bruce Jr.  
ADL 227039 Foster, Bruc Jr.  
ADL 221966 Eubank, Donald E.  
ADL 229871 Hartman, Louden S.

**Southwestern District:**

ADL 221753 Gundersen, G.  
ADL 222253 Koso, R.  
ADL 223240 McGlashan, L.  
ADL 231192 Koso, R. Jr.

**Bristol Bay**

**Egegik District:**

ADL 211055 Steffensen, Steven E.  
ADL 211057 Clark, Leah M.  
ADL 211058 Clark, Evelyn M.  
ADL 211059 Duta, Mihail L.  
ADL 211060 Morarescu, Adrian  
ADL 211061 Most, Christie  
ADL 211062 Hoff, Justin

ADL 221195 Hoffer, Tom L.  
ADL 221600 Currey, Daniel J.  
ADL 223253 Backman, Martha L.  
ADL 201774 Weese, Hal A.  
ADL 201775 Weese, Dustin  
ADL 201776 Bogart, Susan W.  
ADL 201823 Ranney, Justine  
ADL 201824 Ranney, Cecil  
ADL 201825 Bouffiou, Jennifer L.  
ADL 202015 Fewel, Pat  
ADL 202939 Weese, Dale L.  
ADL 202940 Weese, Jayson  
ADL 203417 Bergamaschi, Brian A.  
ADL 203419 Tunno, Frank P.  
ADL 204177 Weese, Tony J.  
ADL 204179 Duta, Emily  
ADL 211044 Ranney, Erin E.  
ADL 211048 Ranney, David S.  
ADL 211049 Huffer, John P.  
ADL 211050 Solie, Hans G.  
ADL 211051 Sorensen, Allan C.  
ADL 211052 Wallace, Dennis B.  
ADL 211053 Disarro, Walter T.  
ADL 211054 Josephsen, Brady  
ADL 213133 Petersen, Harlan G.  
ADL 214790 Tunno, Dianne  
ADL 214872 Underwood, Mary  
ADL 214873 Sherrer, Nancy  
ADL 221894 Bouffiou, Sean P.  
ADL 221968 Phillips, Judith M.  
ADL 222030 Bishop, Stephen  
ADL 221934 Popa, Victor V.  
ADL 222314 Popa, Christopher  
ADL 225800 Berg, James E.  
ADL 221569 Hull, Brett E.  
ADL 222032 Braman, Tammy G.  
ADL 221420 Rice, Alannah M.  
ADL 221681 McKimson, L.  
ADL 221788 Hart, David W.  
ADL 221811 Sorenson, Jeanne A.  
ADL 221851 Sorenson, Paul J.

ADL 221193 Sonnerup, Rolf E.  
ADL 223127 Biossonette, Danny D.  
ADL 202951 Disarro, Wayne  
ADL 221953 Erpelding, Christopher J.  
ADL 221954 Furman, Stephen J.  
ADL 225376 Furman, Nina A.  
ADL 221889 Herr, Vera  
ADL 229841 Zharoff, Dylan  
ADL 203418 Lang, Jerry J.  
ADL 213047 Fountain, Tom  
ADL 223156 Moen, John F.  
ADL 223676 Pharr, David R.  
ADL 221639 White, Tyga  
ADL 223620 Murray, John B.  
ADL 223849 Fortune, Joshua L.

**Naknek-Kvichak District:**

ADL 211063 Borbridge, Charles T.  
ADL 211064 Borbridge, John T.  
ADL 221840 Grossi, Enrico R.  
ADL 201880 Hanley, Ryan  
ADL 221478 Moore, Owen  
ADL 221567 Herrity, John P.  
ADL 221609 Christensen, Scott M.  
ADL 221877 Webster, Sheryl M.  
ADL 222931 Aspelund, Jennifer K.  
ADL 222932 Aspelund, North A. Sr.  
ADL 221455 Peters, Erin M.  
ADL 223161 Roberts, Boyd K.  
ADL 206986 Groat, Darlene G.  
ADL 209453 Lewis, Ecola  
ADL 221441 Ten Kley, Rian D.  
ADL 221575 Snyder, Alex  
ADL 221694 Petticrew, Nikolai  
ADL 221695 Wagner, Nathan  
ADL 229052 Hill, Nathan  
ADL 221843 Bailey, Harlan P. II  
ADL 26113 Nicolson, Cameron  
ADL 221742 Fayette, Gary W.  
ADL 228695 Papetti, Dominic J.

**Nushagak District:**

ADL 201726 Rynning, Caleb R.  
ADL 201966 Greer, Larry D.  
ADL 202752 Johnston, James L.  
ADL 202753 Barhan, Adrian  
ADL 221642 Beck, Karen S.  
ADL 221729 Cooper, Daniel A.  
ADL 223219 Barhan, Taylor  
ADL 221838 Braund, Sarah J.  
ADL 221684 Shawcroft, Frank T.  
ADL 211035 Libby, Pamela J.  
ADL 223144 MacDonald, Daniel C.  
ADL 221878 Wappett, Andrew J.  
ADL 221922 Moran, M. Michael  
ADL 223120 Nick, Timothy  
ADL 223179 Williams, Tiffany  
ADL 221828 Erickson, Rudy  
ADL 221815 Brost, Fischer R.  
ADL 223310 Belleque, Kyle T.  
ADL 221854 Crimp, Matthew A.C.  
ADL 221917 Erickson, Carl P.

**Ugashik District:**

ADL 223168 Pietron, Andrew J.  
ADL 223169 Vanasse, Nicholas L.  
ADL 223170 Leonhardt, Ryan  
ADL 214881 Terpening, Traveler  
ADL 207058 Flensburg, Nancy L.  
ADL 223233 Salvucci, Pat  
ADL 229860 Bursch, Catherine M.  
ADL 229929 Sterling, Tyler J.  
ADL 229579 Beeman, Crystal L.

**Cook Inlet**

**Northern Cook Inlet:**

ADL 224970 Braund, Stephen R.  
ADL 221779 Rood, Sean L.  
ADL 221611 Rood, Robert J.  
ADL 221807 Rodgers, Kenny R.  
ADL 221808 Rodgers, Ann M.

ADL 221827 Carswell, Benjamin D.  
ADL 221424 Jones, Steven C.  
ADL 223092 Swan, Gary  
ADL 223093 Craver, Christopher F.

**Central Cook Inlet:**

ADL 26879 Shadura, Christina A.  
ADL 26869 Shadura, Elizaveta H. C.  
ADL 226057 Shadura, Paula A. II  
ADL 221918 Elvsaa, Fred S. JR.  
ADL 223096 Little, Christopher G.  
ADL 221798 Blanchard, David J.  
ADL 221959 Blanchard, Daniel J.  
ADL 223148 Metteer, Michael P.  
ADL 223189 Batchelder, Lemual A.  
ADL 223190 Hilleary, Richard G.  
ADL 223247 Blanchard, Lorena M.  
ADL 223275 Wysocki, Daniel  
ADL 228335 Hamilton, John R.  
ADL 201325 Osmar, Dean H.  
ADL 224176 Nyce, George A.  
ADL 35201 Kornstad, Vern A.  
ADL 33630 Waggoner, D'Ann L.  
ADL 33631 Waggoner, Chad E.  
ADL 221887 Coleman, Kenneth A. Jr.  
ADL 229833 Dent, Jeff  
ADL 223139 Berga, Nathan A.  
ADL 221907 Leman, Shelle K.  
ADL 221910 Leman, Shelle K.

**Southern Cook Inlet:**

ADL 228337 Moonin, Clara M.  
ADL 229352 Galliand, William B.  
ADL 226707 Seville, Kevin L.  
ADL 226767 Wilkes, Timothy L.

**Kodiak**

**Alitak Bay District:**

ADL 223108 Fisher, Judy A.  
ADL 221743 Brown, Gabriel.

ADL 221744 Burkholder, Bernie  
ADL 223182 Graves, Brandon  
ADL 223258 Fisher, Edwin G.

**Karluk Kodiak District:**

ADL 209864 Wiley, Wes S.  
ADL 223155 Wiley, Debra K.

**Uyak Kodiak District:**

ADL 226958 Thomet, Kevin M.  
ADL 221931 Gorman-Thomet, Leigh

**General Kodiak District:**

ADL 226897 Squartsoff, Theodore P. Sr.  
ADL 226899 Squartsoff, Theodore P. Jr.

**Uganik Bay Kodiak District:**

ADL 221845 Miller, Michael  
ADL 221645 Kendall, Clyde R.

**Prince William Sound**

**Eshamy District:**

ADL 29495 Thomas, Christopher S.  
ADL 29307 Kritchen, Lyle A.  
ADL 32213 Mala, Eleanor H.  
ADL 229849 James, Thomas Jr.

Comments regarding a lease extension must be submitted in writing and directed to Christy Colles of the Southcentral Region Land Office of the Division of Mining, Land and Water at 550 W 7<sup>th</sup> Ave, Suite 900C, Anchorage, AK 99501-3577. If you need further information on any of these leases please contact one of the shore fishery staff listed below:

**Christy Colles**  
Natural Resource Manager I  
(907) 269-8116  
Email: [christianna.colles@alaska.gov](mailto:christianna.colles@alaska.gov)

**Andrew Miller**

Natural Resource Specialist  
(907) 269-8545

Email: [andrew.miller@alaska.gov](mailto:andrew.miller@alaska.gov)

**Kathy Luttio**

Natural Resource Specialist  
(907) 269-8132

Email: [kathy.luttio@alaska.gov](mailto:kathy.luttio@alaska.gov)

Sincerely,

The Shore Fish Leasing Team

**From:** Robert <[venables@aptalaska.net](mailto:venables@aptalaska.net)>  
**Sent:** Wednesday, August 31, 2016 4:23 PM  
**To:** Clay Koplin  
**Subject:** AMHS SEC project support request

Dear Mayor Koplin:

As you know, Southeast Conference is leading a statewide project that can provide real reform and direction for the Alaska Marine Highway System. There is no need to explain to Cordova either the AMHS's importance within the state's transportation system or the critical state in which the ferry system finds itself today. Cordova has been and remains critically involved with AMHS on multiple fronts, including MTAB as well as the steering committee for this project.

We are looking forward to Cordova's input as the project evolves. Any financial participation that the community may provide is also appreciated – and needed. The State is providing up to \$250,000 and Southeast Conference has pledged to raise another \$100,000 for this 2-phase effort. The list of contributors to date is listed below. We are appreciative of whatever amount can be provided. I have attached a formal request along with supporting forms for your consideration. Feel free to contact me with any questions that arise.

Thank you.

Robert Venables  
Energy & Transportation Coordinator  
Southeast Conference  
907-723-0177 (cell)

Huna Totem Corporation... Paid 1,000.00  
Travel Juneau ... Paid 1,000.00  
Alaska Committee ....Paid 5,000.00  
Alaska Marine Lines... Paid 5,000.00  
Ketchikan Marine Industry Council... Paid 2,000.00  
Madison Lumber & Hardware... Paid 1,500.00  
City & Borough of Sitka... Paid 5,000.00  
Vigor Alaska AMHS... Paid 2,500.00  
Best Western Landing Plus... Paid 1,500.00  
Inter-Island Ferry Authority... Paid 1,000.00  
Ketchikan Gateway Borough... Paid 10,000.00  
City of Pelican... Paid 1,000.00  
Haines Borough... Paid 10,000.00  
City of Unalaska... Paid 1,500  
Petersburg Economic Dev. Council... Paid 1,000.00  
City of Ketchikan... Unpaid 10,000.00  
City & Borough of Wrangell...Paid 500.00  
Masters Mates Pilots... Paid 750.00  
City of Thorne Bay.... Paid 1,000.00  
Cordova Chamber... Paid 500.00  
Hyder Community Association.... Paid 100.00  
SWAMC... Paid 1,000.00  
Municipality of Skagway... Paid 2,000.00

Total to date - \$64,850.00





612 W. Willoughby Ave., Suite B  
P.O. Box 21989, Juneau, AK 99802  
Phone (907) 586-4360  
[www.seconference.org](http://www.seconference.org)

Email [transportation@seconference.org](mailto:transportation@seconference.org)

SOUTHEAST ALASKA REGIONAL DEVELOPMENT ORGANIZATION

Mayor Clay Koplin  
Cordova City Council  
Via email

Dear Mayor Koplin and Cordova City Council:

Southeast Conference is asking the City of Cordova for participation and financial support to help move the Alaska Marine Highway System Reform Project forward.

Alaska's Marine Highway is entering a period of profound change. With its financial reserves exhausted, vessels in need of major refits or replacements, an unsustainable cost structure and waning political support, cuts in service have crippled the system. Yet the communities it serves are heavily dependent on reliable marine transportation. Success over the long-term will require a carefully crafted combination of management, operations and funding strategies (and execution). Yet the value of AMHS is clear. In addition to providing transportation to communities with no other options and infrastructure for several regional economies, AMHS accounted for 1,700 Alaska jobs and \$104 million in Alaska wages in 2014. The State of Alaska's general fund investment of \$117 million resulted in a total return on investment of \$273 million, a return of more than 2 to 1.

Southeast Conference recently signed a Memorandum of Understanding with Governor Walker that establishes an agreement between the two parties to develop an Alaska Marine Highway System Strategic Plan, to include a long-term comprehensive operational and business plan that is financially sustainable and meets the needs of those it serves. The process will involve broad public engagement and should result in a 25-year plan for the system. As Alaska's Regional Development Organization (ARDOR), we reached out across the coastal regions of the state and are working statewide to find solutions for AMHS.

This is one of the most important projects Alaska will engage in and it will make a positive difference for years to come for AMHS and the people of Alaska. Financial contributions from user groups like, municipalities, tribes, corporations, and other organizations is essential to the success of this project.

This AMHS project needs your contribution. The agreement with the Governor's office comes with some financial backing but the development of this strategic plan is going to be costly. The project will be divided into 2 phases. Phase 1 will be the governance modeling and recommendations. Our goal is to have findings on the governance structure back to the Governor and Legislature this fall. We are hopeful that you will partner with us and contribute to this AMHS revitalization and reform effort.

Please contact Southeast Conference office if you have questions or would like more information. We look forward to your support and contribution to this very important project.

Sincerely,

Shelly Wright



# Alaska Marine Highway System Reform Sponsorship Program

We invite you to be a sponsor of Alaska Marine Highway System Reform Project. Our mission to support activities that promote strong economies, healthy communities, and a quality environment in Alaska aligns directly with the AMHS Reform.

Annual sponsors receive recognition at both the Mid-Session Summit and the Annual Meeting, as well as on our website. Sponsorships not only move this project forward they are also opportunities to advertise and build name recognition for your business or organization. Be sure to send us your logo.

If you would like to participate, call SEC at (907) 523-4360 or complete the form below and fax it to SEC at (907)463-5670, or email to [info@seconference.org](mailto:info@seconference.org).

<b>Legacy</b>	\$10,000
<b>Benefactor</b>	\$5,000
<b>Gold</b>	\$3,500
<b>Silver</b>	\$2,500
<b>Bronze</b>	\$1,500

No amount is too big or too small, any amount is welcome there is great value in user group contribution.

**Other amount** \$ \_\_\_\_\_

Name: \_\_\_\_\_

Community/Organization: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State & Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Payment Options:

Charge to Credit Card:

Check enclosed

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

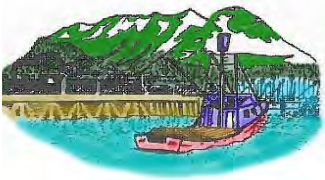
Name as it appear on the card: \_\_\_\_\_

3-4 Digit Identifiers: \_\_\_\_\_

Statement Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_





**City Council of the City of Cordova, Alaska**  
**Pending Agenda - September 7, 2016 Regular Council Meeting**

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

- 1) Council direction to staff in pursuing Crater Lake Water & Power project from City (water) side  
 future Council agenda item  
 possible dates:                    9/21/16                    10/5/16                    10/19/2016
- 2) Does Council want to cancel second September meeting (i.e. Regular Meeting scheduled for September 21)?
- 3) City Manager search - interviews to be scheduled and/or other agenda items required?
- 4) Discussion/action regarding water charges at the Harbor

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

- 1) Capital Priorities List and Resolution to come before Council quarterly:  
     **9/21/2016                    12/7/2016                    3/1/2017                    6/7/2017**
- 2) **10/1/16** is the effective date of Ordinance 1137 (plastic bag and polystyrene container ban), Council wants this as a reminder and to gauge the effectiveness of the enactment of this ordinance
- 3) Staff quarterly reports will be in the following packets:  
     **10/19/16                    1/18/17                    4/19/17                    7/19/17**

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

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

**item:**

**suggested  
agenda date:**











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

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



# SEPTEMBER 2016

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1 	2 	3
				Alaska State Fair Aug 25 - Sep 5		
4 	5  Labor Day-City Hall Offices Closed CSD Holiday	6 6:00 Parks & Rec CCM	7 7:00 Council reg mtg CCAB	8 NFL opening day 	9	10 NFL week 1 games 
11	12	13 6:30 P&Z CCB	14  CHS volleyball starts 7:00 Sch Bd HSL 7:00 Harbor Cms CCB	15 7:00 HSB CCAB	16	17
18	19	20 	21 7:00 Council reg mtg CCAB	22	23	24
25	26	27	28  CHS wrestling starts Sept 28	29	30 CSD Inservice 	CHS invitational volleyball tourney 9/30-10/1

2 3

**Notes**



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

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

CCM-Cordova Center Mayor's  
 Conference Rm  
CCER-Cordova Center  
 Education Room

# OCTOBER 2016


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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	1 SAT test CHS
					 CHS invitational volleyball tourney 9/30-10/1	
2	3	4	5	6	7	8
			6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
9	10	11	12	13	14	15
		6:30 P&Z CCB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB	7:00 HSB CCAB		
16	17	18	19	20	21	22
	CSD Holiday- AK Day	Alaska Day-City Hall Offices Closed CSD Inservice	6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
23	24	25	26	27	28	29
		CSD end 1Q			 CHS invitational wrestling tourney 10/28-29 (tentative)	
30	31	Notes				

Legend:  
CCAB-Cordova Center Community Rms A&B  
HSL-High School Library  
CCA-Cordova Center Community Rm A  
CCB-Cordova Center Community Rm B  
CCM-Cordova Center Mayor's Conference Rm  
CCER-Cordova Center Education Room

# NOVEMBER 2016

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

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

4  
5  
Notes  
 Legend:  
CCAB-Cordova Center Community Rms A&B  
HSL-High School Library

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

CCM-Cordova Center Mayor's Conference Rm  
CCER-Cordova Center Education Room

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

**MAYOR AND CITY COUNCIL - ELECTED**

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

**SCHOOL BOARD - ELECTED**

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

**LIBRARY BOARD - APPOINTED**

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



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

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

**PLANNING AND ZONING COMMISSION - APPOINTED**

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

**HARBOR COMMISSION - APPOINTED**

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

**PARKS AND RECREATION COMMISSION - APPOINTED**

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

seat up for re-election in 2017

termed out in 2017