

Mayor

Clay Koplin

Council Members

Tom Bailer

Cathy Sherman

Jeff Guard

Melina Meyer

Anne Schaefer

David Allison

David Glasen

City Manager

Helen Howarth

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

Madelyn Roemhildt

**Regular City Council Meeting
May 5, 2021 @ 7:00 pm
Cordova Center Community Rooms
Agenda**



May 6-9, 2021

A. Call to order

B. Invocation and pledge of allegiance

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

C. Roll call

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

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

E. Disclosures of Conflicts of Interest and Ex Parte Communications

- conflicts as defined in Cordova Municipal Code 3.10.010 should be declared, then Mayor rules on whether member should be recused, Council can appeal the Mayor's ruling
- ex parte should be declared here, the content of the ex parte should be explained when the item comes before Council, ex parte does not recuse a member, it is required that ex parte is declared and explained

F. Communications by and Petitions from Visitors

1. Guest Speakers

- a. Sheridan Alpine Association, Health Kocan & Dave Reggiani
- b. Incident Management Team, COVID-19 Update

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

3. Chairpersons and Representatives of Boards and Commissions (CCMCA BoD, School Board Rep)

4. Student Council Representative Report

G. Approval of Consent Calendar

H. Approval of Minutes – none

I. Consideration of Bids – none

J. Reports of Officers

5. Mayor's Report

6. City Manager's Report

- a. Chief Nate Taylor introducing Chief Greg Russell, Russell Consulting

- b. Chad Adams, Aurora Wealth Management/UBS..... (page 1)

7. City Clerk's Report.

K. Correspondence..... (see primer for description page 9)

L. Ordinances and Resolutions

8. Ordinance 1196..... (voice vote)(page 10)

An ordinance of the Council of the City of Cordova, Alaska, amending the 2021 City budget and authorizing the transfer of \$100,000 from the General Reserve Fund (Permanent Fund) to the Governmental Capital Projects Fund #401 to upgrade and provide security to the City's impound lot – 2nd reading

9. Ordinance 1197..... (voice vote)(page 13)

An ordinance of the City Council of the City of Cordova, Alaska, repealing and reenacting CMC Title 15 "Hospital Services" to clarify the authority for the sale, transfer, exchange or disposal of the Cordova Community Medical Center or a City-owned interest or facility in its inventory, providing the disposal notice and process requirements for such a transaction, and updating and reformatting Title 15, its definitions, and its organization for uniformity– 1st reading

10. Resolution 05-21-20..... (voice vote)(page 28)
A resolution of the Council of the City of Cordova, Alaska, approving the sale of the eastern portion of lot3, block 17 Original Townsite to Craig and Angela Kuntz for \$1,750.00
11. Resolution 05-21-21..... (voice vote)(page 57)
A resolution of the Council of the City of Cordova, Alaska, supporting the coordinated provision of medical care by the Native Village of Eyak and the Cordova Community Medical Clinic

M. Unfinished Business - none

N. New & Miscellaneous Business

12. Discussion of COVID-19 Emergency Response
13. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 58)

O. Audience Participation

P. Council Comments

Q. Executive Session

14. Council discussion of City Clerk's evaluation, in executive session because it is a subject that may prejudice the reputation or character of a person; the person may request a public discussion

City Council is permitted to enter an executive session if an explicit motion is made to do so calling out the subject to be discussed and if that subject falls into one of the 4 categories noted below. Therefore, even if specific agenda items are not listed under the Executive Session header on the agenda, any item on the agenda may trigger discussion on that item that is appropriate for or legally requires an executive session. In the event executive session is appropriate or required, Council may make a motion to enter executive session right during debate on that agenda item or could move to do so later in the meeting.

R. Adjournment

*Public Call-in number **907-253-6202**, each call is placed on hold, calls will ring through in order received, stay on the phone until you've been addressed or thanked by the Chair or Council, then hang up, comments limited to 3 minutes*

Executive Sessions per Cordova Municipal Code 3.14.030

- **subjects which may be considered are:** (1) matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) matters which by law, municipal charter or code are required to be confidential; (4) matters involving consideration of governmental records that by law are not subject to public disclosure.
- **subjects may not be considered in the executive session except those mentioned in the motion calling for the executive session, unless they are auxiliary to the main question**
- **action may not be taken in an executive session except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations**

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

April 29th, 2020

City Council Members and Staff
City of Cordova, Alaska
602 Railroad Avenue
Cordova, Alaska 99574

Cordova Council members and Staff,

The purpose of this executive summary is to serve as talking points for our conversation, aid in the understanding of the City's investments, and illustrate the considerations taken into account when constructing a portfolio.

Balancing Objectives

While every investor is different, we have found that we boil most investment strategies down to the balance of three different objectives. **Liquidity, Capital Preservation, and Real Growth**

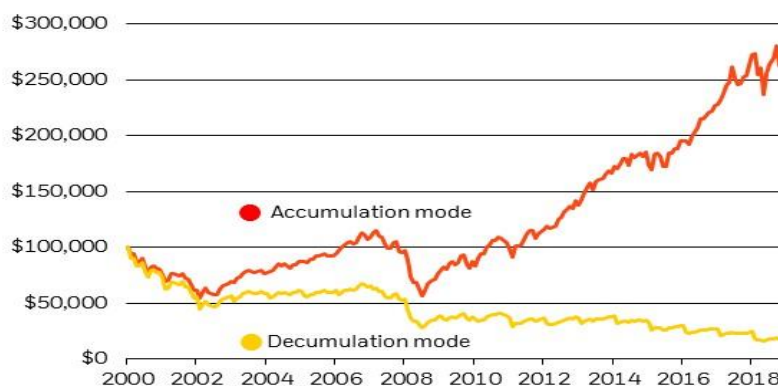
- **Liquidity**

- Liquidity, beyond the definition.
 - Liquidity is generally defined as the ease of and speed at which one can convert an asset to cash.
 - Additionally, we advise that liquidity not only be considered from the ability perspective addressed above. But also the relative attractiveness of converting said asset at a given time.
 - For example, just because we can easily sell a stock in the market during a severe downturn, doesn't mean that it's a good idea.
- Demand for funds?
 - Cashflow Inflows
 - Least liquidity dependent investor
 - Can fund cash needs via contributions
 - Dollar cost averaging
 - Consistently contributing funds to a portfolio allows for greater focus on growth with minimal considerations given to liquidity and capital preservation.
 - Volatility turns into opportunity because these investors can buy with fresh cash during downturns.
 - Typical example is an investor contributing to their 401k
 - Neutral Cashflow
 - Portfolios with neither contributions or withdrawals have the ability for a decreased liquidity requirement as funds are not immediately required.
 - However, since no investor is immune from potentially needing to access funds, a static portfolio should still contain some form of liquidity should funds be needed.
 - Furthermore, maintaining some liquidity even if the need for funds is unlikely, can help increase the efficiency of a portfolio by allowing for rebalancing and opportunistically repositioning.
 - Inflows/Neutral with an expected capital need
 - Same considerations as a neutral cashflow portfolio with an even greater focus on liquidity.
 - It is important to note, the even investors who are adding funding funds to a portfolio, but will have an expected withdrawal in the near to intermediate term, must address the liquidity and risk contained within the portfolio.
 - This consideration can also be goal specific
 - Think of a young investor saving funds towards retirement, but needs capital for a down payment on a home in 2 years.

- Obviously the funds committed to that objective cannot possess the same characteristics as the retirement funds.
- Periodic Withdrawals
 - Investors that either distribute funds frequently on a planned or, potentially even more serious, an unplanned basis are highly sensitive to the need for liquidity.
 - Most liquidity dependent
 - Also, the least able to bear portfolio downside volatility.
 - Dollar Cost "Ravaging"

"Dollar cost ravaging" in action

Hypothetical account value in accumulation vs. decumulation (withdrawal) scenarios, 2000-2019



Source: Morningstar as of 6/30/19. Assumes a hypothetical \$100k initial investment in the S&P 500 Index. Accumulation mode buys, holds and reinvests dividends. Decumulation mode withdraws 4% (\$4,000) in year one and increases annual withdrawal dollar amount by 3% per year to keep up with inflation. For illustrative purposes only. Past performance does not guarantee or indicate future results. You cannot invest directly in the index. Distributions were reinvested.

1.

Comparison of an investor adding funds vs withdrawing funds since 2000 while being invested in the S&P 500 in both examples.

• Capital Preservation

- Most investors are risk averse, in that they would prefer the same return with a lower degree of volatility if it is available to them.
- Some assets are stable but not liquid, i.e. time deposits.
- Increasing stability generally decreases growth.
 - In order to earn a return a risk must be taken to justify the higher return earned.
 - Risk Premium
- In public finance, this tends to be a central objective as severe losses can levy impact beyond the decision makers to citizens, employees and other stakeholders.
 - Generally, the desire for stability surpasses reach for return.

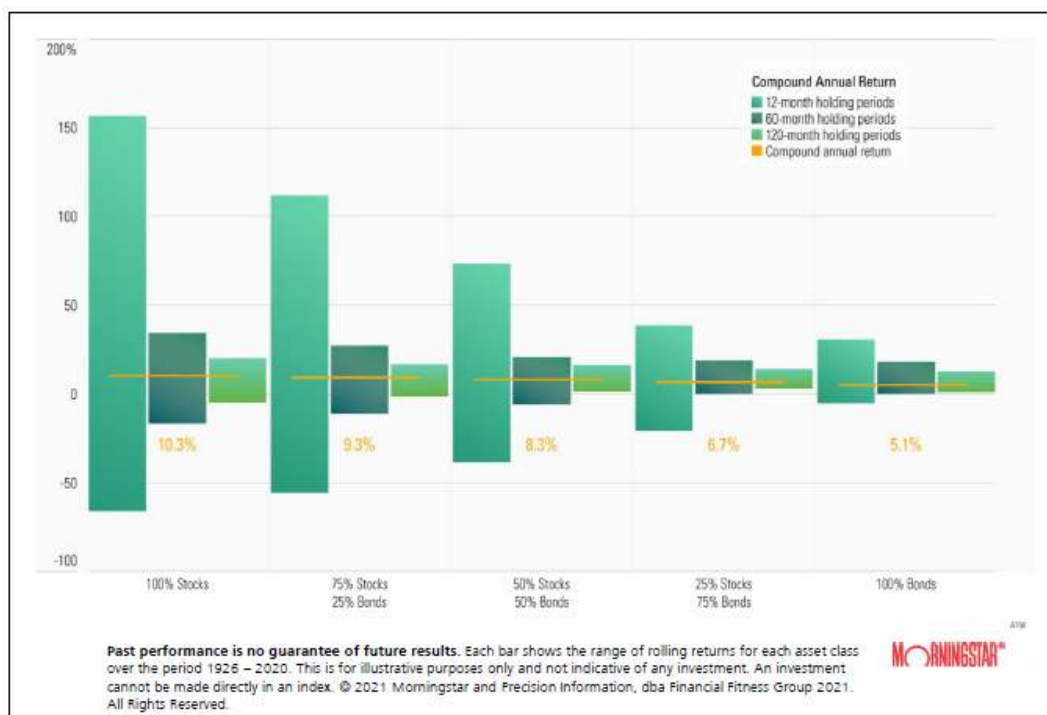
• Real Growth

- In economics, real growth means net of inflation.
- So in order to experience real growth, an asset must grow at a rate greater than prevailing inflation.
- In general, the more stable and liquid an asset, the lower its growth rate, especially when compared against inflation.
- More often than not, the most stable and liquid asset, cash, experiences an annual real loss.
- Therefore in order to earn a risk premium, investors must sacrifice stability and/or liquidity.
- Typically stocks and riskier credits are used gain exposure to real growth while maintaining liquidity.
 - Increases return by being exposed to risk premium.
 - Decreases stability and can impact liquidity by selling at an inopportune time.
- Private assets
 - Typically forecasted to have higher returns than liquid counterparts.
 - Called the illiquidity premium.
 - Can significantly decrease liquidity, private equity can have lockup periods in excess of 10 years.
 - Also may contain complex assets that can experience extreme and unexpected volatility during downturns.

• Finding Balance

- It is safe to say that all investors would prefer an ultra-liquid asset, that is perfectly stable, with high growth.
- In reality, each investor must choose how they will balance these different objectives.
- It has been our experience that public entities tend to be most focused on liquidity and capital preservation with little to no concern about growth.
 - This has led the vast majority of those we've interacted with to be in cash and money market style investments.
 - The thought of permanent capital impairment is just too high of a concern for most boards.
- Fortunately, investors can allocate between asset types that complement or detract from the different objectives. Creating a personalized blend of acceptable tradeoffs.
- To illustrate, below is a chart that shows the average annual return (yellow) of different stock/bond blends compared against their annual, 60 month, and 120 month return range.

Portfolio risk appears to diminish over time—1926 – 2020



- As we can see, portfolios with higher expected returns also possess the highest degrees of variance.
 - As a rule, we tell equity investors to expect about a 50% +/- loss every market cycle which typically lasts 7-10 years.
- Every investor must understand their grasp for risk before they reach for returns.
 - For example, if an investor desires equity (stock) like returns but only bear bond like drawdowns, they cannot expect equity returns.
 - Note, asset returns are unlikely to be the averages above moving forward, we'll discuss further.

Where We've Been

- Asset Allocation
 - On the whole, the City is invested in a Moderate Conservative risk allocation.

Asset allocation review

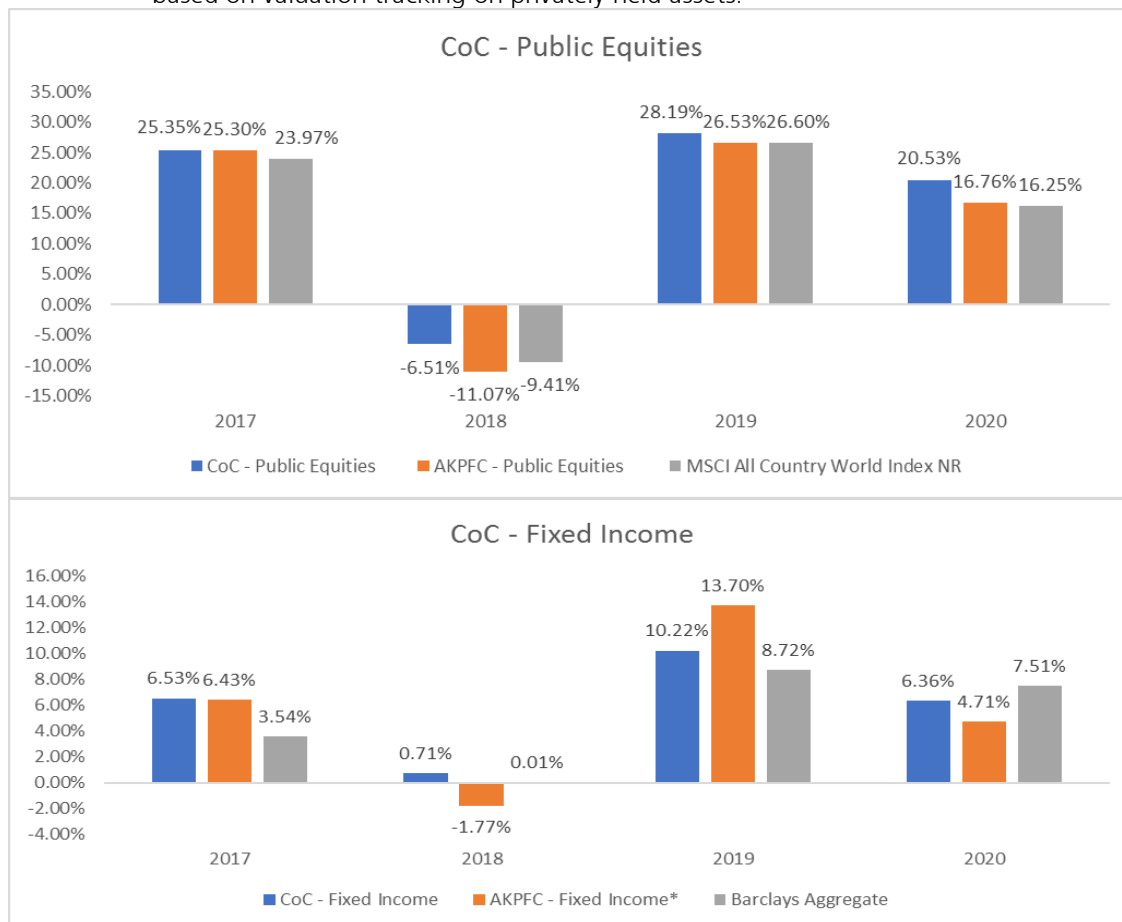
as of April 01, 2021

Summary of asset allocation

	Market value (\$)	% of Portfolio
Cash	169,463.12	1.79
Cash	169,463.12	1.79
Fixed Income	5,704,523.10	60.12
US	3,174,649.74	33.46
Global	2,529,873.36	26.66
Equity	2,841,298.99	29.94
US	1,319,470.32	13.90
Global	769,152.64	8.11
International	752,676.03	7.93
Commodities	0.00	0.00
Non-Traditional	0.00	0.00
Other	773,383.92	8.15
Balanced	773,383.92	8.15
Total Portfolio	\$9,488,669.13	100%

- As the City has needed to unexpectedly access significant portions of the portfolio over the years, maintaining liquidity and stability even in the Permanent Fund has remained paramount.
 - If this has changed, we can adapt.
- The portfolios are divided into three different buckets.
 - **Central Treasury: \$591K**
 - Most conservative and liquid as this is effectively a reserve asset with only slight risk acceptance.
 - Composed of higher quality fixed income assets.
 - **Permanent Fund – Bond: \$1.233M**
 - Accepts slightly more risk than the Central Treasury Portfolio.
 - Serves as a liquidity sleeve for the PF while still earning higher income.
 - **Permanent Fund – Multi-Asset Moderate Conservative: \$7.6M**
 - Diversifies across stocks and bonds.
 - Accepts a Moderate Conservative level of risk which places a premium on liquidity and stability while accepting some equity exposure to add a component of real growth.
- On the whole:
 - The portfolio places the highest importance on liquidity
 - The entire portfolio could be converted to cash in a single day.
 - Followed by capital preservation
 - The majority of the portfolio is invested in bonds of varying borrower types
 - Governments, corporate credit, mortgages, equipment leases, etc.
 - Lastly, with the primary focus being on liquidity and capital preservation, we do target some Real growth.
 - We accomplish this primarily through stocks and selective bond allocations.
 - Note, this exposure moderately decreases stability but nowhere near pure stock market levels.
- Ultimately, the performance of the account will be determined by how the City chooses to address the balance of liquidity, capital preservation, and real growth.
- With that in mind, it is important for the City to understand how to underlying allocations have done relative to their respective indices and peers.
 - For this comparison we utilized data since 2017, which is the longest time the allocations and exposures have been consistent.
 - For indices we used the MSCI All Country World Index for equities and the Barclays Aggregate for bonds.

- In addition, we added the Alaska Permanent Fund's Public (AKPFC) Equities allocation and its Fixed Income.
 - Note, we are not comparing the City's allocations to the AKPFC from a better/worse perspective. Relative performance is fickle and can be influenced by numerous factors such as regional exposures, investment styles, and currency fluctuations. Also, out or under performance can vary year to year.
 - We simply are illustrating that the City's components have performed in-line with their peers.
 - It is important to note that the AKPFC has the ability to invest a significant portion of its capital into private assets that are illiquid but possess potentially enhanced return characteristics based on valuation tracking on privately held assets.



3,4,5,6,7,8

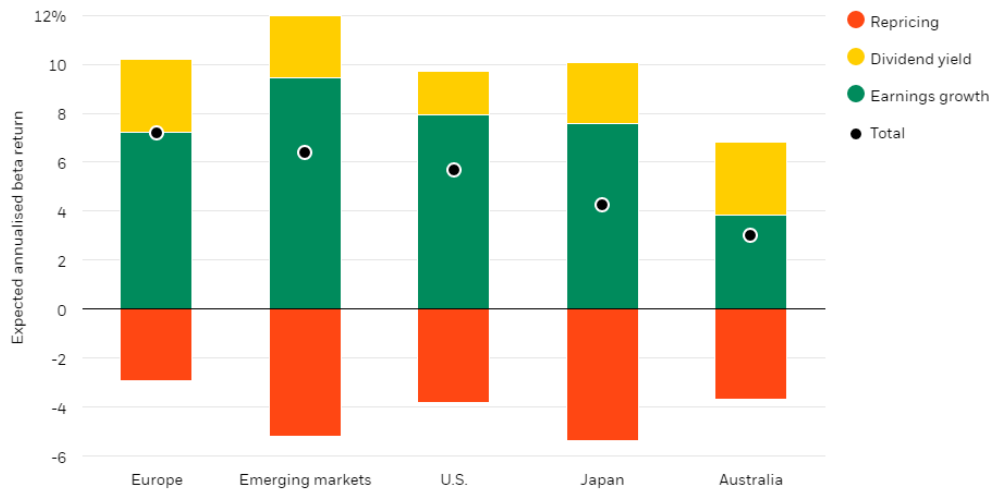
* It's important to note that prior to July 2020 the AKPFC's Fixed Income allocation contained REIT's and Infrastructure which are both classes of equities. They were subsequently reclassified into their own respective categories post July 2020.

Looking Ahead

- As we look ahead, it is important to note that the return environment is rather different than the past.
 - For example, the 10 year US Treasury Yield in the beginning of 2000 was over 6%. While today it sits at 1.63%⁹.
 - This plays a notable role in forward looking returns assumptions, called capital market assumptions, across assets including equities.
- Example of forward looking capital market assumptions for equities.

Equities assumptions

Our five-year return assumptions for equities have three components that are shown in the chart below:

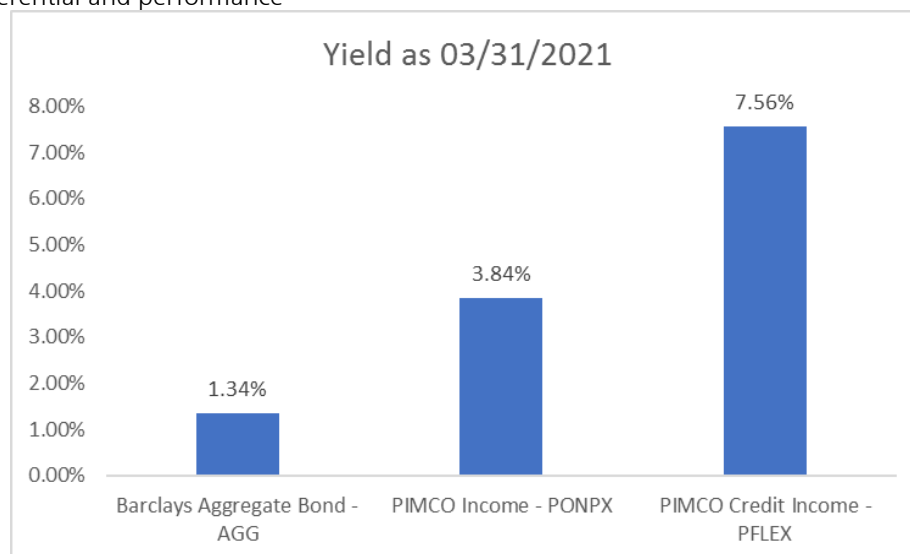


10.

- o Note, that the midpoint expected return for US equity market for the next 5 years is approximately 5.8%¹⁰, with an uncertainty range of 0-11%¹⁰. Significantly lower than the long-term historical of 10%.
 - This is largely due to low interest rates driving valuations higher than historical norms and therefore reducing forward looking returns.

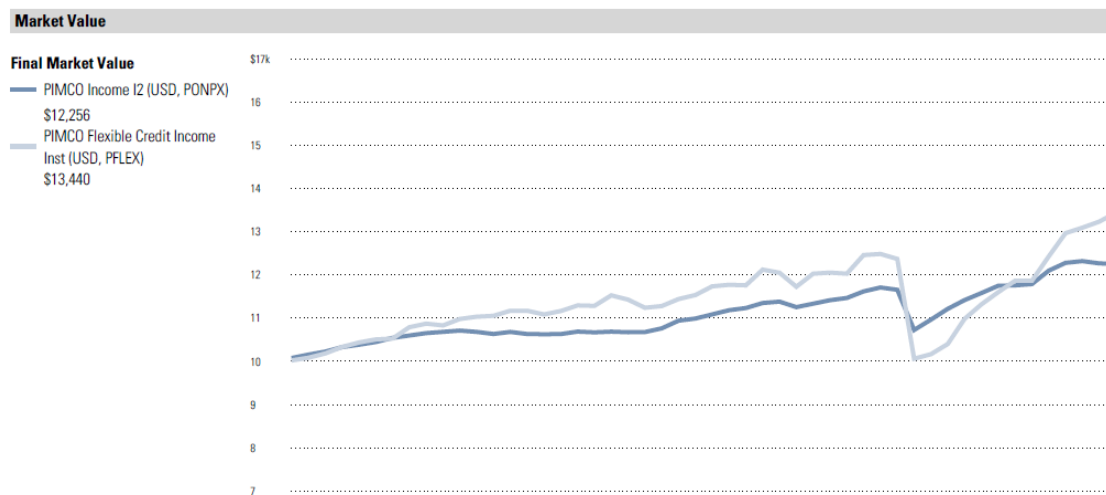
- Adjusting the City's balance of objectives?

- o If the allocations do not represent the City's desired balance of objectives, we can adjust.
- o But, adjusting one objective affects all the others.
 - For example, increasing the demand for growth reduces both stability and potentially liquidity.
 - Therefore we must accept a higher degree of volatility and it may be prudent to have a well defined liquidity plan in place
 - o The reach for growth could be accompanied by increasing risk assets such as stocks, or decreasing liquidity.
 - For example, PIMCO, the world's largest bond manager, runs the PIMCO Income Fund (PONPX) which is a best of breed daily liquid institutional fund.
 - Additionally they run a similar strategy, the PIMCO Flexible Credit Income Fund (PFLEX) which is contained within an interval fund structure.
 - Interval funds are a structure that exist between a mutual fund and an illiquid hedge fund. PFLEX provides daily purchase capability but with, at the earliest, quarterly liquidity for redemptions.
 - o Decreasing the liquidity requirement allows the strategy to go into illiquid offerings, increasing yield but also potentially risk.
 - o Yield differential and performance



10,11,12.

02-22-2017 to 03-31-2021



14.

- Obviously the performance is impressive, but notice that it did come with more downside risk.
- Of course, these adjustments may not be the spirit of the City's objectives, we have provided them here to simply illustrate potential changes available.
- Ultimately, these concepts are best discussed by going deeper in an Investment committee and working through the minutiae.

As always, it is our pleasure to serve the City of Cordova.

Regards,

Chad Adams, CFP®, CEPA®

References

1. Nolan, P. 2019. <https://www.blackrock.com/us/individual/insights/how-to-avoid-dollar-cost-ravaging-in-retirement>
2. Portfolio Diversification. Attached
3. CoC – 2021 – Q1 – Asset Class Performance Report. Attached
4. CoC – 2021 – YTD and 2017 – Asset Class Performance Report. Attached
5. APFC Monthly Performance Report December 2020. <https://apfc.org/download/100/fy-2021/2501/2020dec31-apfc-performance-report.pdf>
6. APFC Monthly Performance Report December 2019. <https://apfc.org/download/81/fy-2020/1953/2019dec31-apfc-monthly-performance-report.pdf>
7. APFC Monthly Performance Report December 2018. <https://apfc.org/download/68/fy-2019/1560/2018dec31-apfc-monthly-performance-report-2.pdf>
8. APFC Monthly Performance Report December 2017. <https://apfc.org/download/48/fy-2018/1136/2018dec31-apfc-monthly-performance-report.pdf>
9. FRED. 10 Year Treasury Yield. <https://fred.stlouisfed.org/series/DGS10>
10. iShares Barclays Aggregate Bond, AGG. <https://www.ishares.com/us/products/239458/ishares-core-total-us-bond-market-etf>
11. BlackRock Capital Market Assumptions. <https://www.blackrock.com/institutions/en-us/insights/charts/capital-market-assumptions#assumptions>
12. PFLEX. <https://www.pimco.com/en-us/investments/interval/flexible-credit-income-fund/inst>
13. PONPX. <https://www.pimco.com/en-us/investments/mutual-funds/income-fund/i-2>
14. CoC – 2021 – Q1 – PONPX vs PFLEX. Attached

Council Packet Correspondence Primer: **Communicating with Your Elected Cordova Officials**

This primer provides an overview of City of Cordova policies regarding the submission of correspondence to the City Clerk's office for distribution to City Council. These policies are general in nature and do not preempt the application of relevant laws to correspondence distribution. To the extent you have questions regarding the distribution of specific correspondence, please contact the City Clerk's office.

What gets published in Council packets as Correspondence?

- Letters, emails, cards, or other written or electronic mail addressed to City Council, any individual member of City Council or the Mayor, regardless of whether or not the sender has requested inclusion of the correspondence in a City Council packet.
- Letters, emails, cards, or other written or electronic mail written by the Mayor, individual City Council members in their capacity as elected officials, or the Council as a body
- Letters, emails, cards, or other written or electronic mail by agencies/entities that are pertinent to Council and the citizens of Cordova (e.g. population determination, full value determination, open comment periods for projects/leases in and around Cordova, etc.)
- Only correspondence received by the Clerk's Office on or before noon on the Wednesday before a regular Council meeting is eligible for inclusion in the packet for that meeting. Correspondence eligible for inclusion received after that date and time will be included in the next regularly scheduled Council meeting packet. (*See* CMC 3.12.035).

What does not get published in Council packets as Correspondence?

- Letters, emails, cards, or other written or electronic mail that are disparaging to individuals or entities
- Letters, emails, cards, or other written or electronic mail that have been sent anonymously
- Letters, emails, cards, or other written or electronic mail that contain confidential information or information that would warrant a constitutional violation of privacy or could potentially violate an individual's or an entity's constitutional rights.

More information about items not subject to publication:

- Correspondence that is not subject to publication in a Council packet will, however, be forwarded to the Mayor and City Council members with notification that the communication will not be included in the Council packet and the reasons for the exclusion.
- The City will attempt to contact the writer of the correspondence to inform them that the City has determined not to publish what they have sent. Notifications will be sent to the return address on the communication if one has been provided. (the best way to ensure the City is able to reach the writer is if the correspondence has been emailed through the City Clerk cityclerk@cityofcordova.net)
- A person who submits a communication that is not subject to publication in a Council packet, may still attend a meeting and read the communication during audience comments (if it is about an agenda item) or during audience participation, if it is not about an agenda item. Oral comments during a Council meeting will not be monitored or limited for content unless the comments made incite or promote violence against a person or entity. The City is not responsible or liable for the comments, thoughts, and/or opinions expressed by individuals during the public comment period at a Council meeting.

Suggestions concerning correspondence:

- Correspondence intended for all Council members should be emailed to the City Clerk at cityclerk@cityofcordova.net, hand-delivered or sent via U.S. mail to the Clerk's office. Correspondence should be clearly addressed to "Cordova City Council." Unless clearly stated otherwise, the City Clerk will presume that all correspondence addressed to City Council is intended for inclusion in the packet.



AGENDA ITEM # 8
City Council Meeting Date: 05/05/2021
CITY COUNCIL COMMUNICATION FORM

FROM: City Clerk, Susan Bourgeois
DATE: 04/15/2021
ITEM: General Reserve Fund Transfer and Budget amendment via Ordinance 1196
NEXT STEP: Council voice vote requiring simple majority on first reading

☒ ORDINANCE ☐ MOTION
☐ RESOLUTION ☐ INFORMATION

I. REQUEST OR ISSUE: At the April 7, 2021 regular meeting Council directed staff to prepare an ordinance to transfer \$100,000 from the permanent fund to fund the impound lot project.

II. RECOMMENDED ACTION / NEXT STEP: Council motion to adopt Ordinance 1196, approving the transfer of \$100,000 from the City Permanent Fund to pay for the impound lot project and also amend the City's 2021 budget accordingly.

III. FISCAL IMPACTS: The fiscal impact is a \$100,000 reduction to the Cordova Permanent Fund.

IV. BACKGROUND INFORMATION: The prospect of moving the impound lot/the best place for it and the clean-up of all of the impounded vehicles that are currently located in front of the Public Safety Building has been an ongoing item on the Council's Pending Agenda list – having been added to the list at the September 2, 2020 Regular Meeting. Staff presented a few solutions at the March 3, 2021 Regular Meeting and Council referred that item back to staff asking for more information including cost of security systems and a fiscal note to delineate a funding source for the project. The item was revisited at the April 7, 2021 Regular Meeting and Council approved a motion to direct staff to bring the item back naming the funding source as a transfer from the permanent fund.

V. LEGAL ISSUES: Staff had presented the legal concerns previously pertaining to the required secure location for police-impounded vehicles while the cases were still pending. Staff also will defer to a City Attorney opinion that ordinances transferring money from the permanent fund require favorable roll call vote of all seven council members or six council members and the mayor but only for final passage, not at introduction/first reading. Tonight, the ordinance is presented on introduction/first reading.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: none noted

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

**CITY OF CORDOVA, ALASKA
ORDINANCE 1196**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AMENDING THE 2021 CITY BUDGET AND AUTHORIZING THE TRANSFER OF
\$100,000 FROM THE GENERAL RESERVE FUND (PERMANENT FUND) TO THE
GOVERNMENTAL CAPITAL PROJECTS FUND #401 TO UPGRADE AND
PROVIDE SECURITY TO THE CITY'S IMPOUND LOT**

WHEREAS, the City Council of the City of Cordova, Alaska, has adopted the City Budget and appropriated funds for FY21 for the period of January 1, 2021 to December 31, 2021; and

WHEREAS, this project was not included in the FY21 budget but has become a Council priority; and

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

Fund #	Fund Title	Purpose	Amount
104-397-41095	Reserve funds budgeted	Upgrade lot and provide security	\$100,000
104-901-57340	Transfer to CIP fund		\$100,000
401-390-49998	Transfer in from PF		\$100,000
401-440-58100	Impound Lot project	Upgrade and provide security	\$100,000

NOW, THEREFORE BE IT ORDAINED that the City Council of the City of Cordova, Alaska, hereby amends the 2021 City budget and authorizes the transfer of \$100,000 from the General Reserve Fund (Permanent Fund) to upgrade and provide security to the city's impound lot.

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

1st reading and Public Hearing: April 21, 2021

2nd reading and Public Hearing:

PASSED AND APPROVED THIS ____ DAY OF _____ 2021

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Chapter 5.44 - CORDOVA GENERAL RESERVE FUND

...

5.44.060 - Principal.

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

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

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

MEMORANDUM

**TO: CORDOVA CITY COUNCIL
HELEN HOWARTH, CITY MANAGER**

FROM: HOLLY C. WELLS

RE: ORDINANCE 1197 REGARDING REVISIONS TO CMC TITLE 15

CLIENT: CITY OF CORDOVA

FILE NO.: 401,777.262

DATE: APRIL 29, 2021

A. INTRODUCTION

This memorandum provides a brief overview of the proposed revisions to CMC Title 15 in Ordinance 1197 entitled “An Ordinance of the City Council of the City of Cordova, Alaska, Repealing and Reenacting CCMC Title 15 “Hospital Services” to Clarify the Authority For the Sale, Transfer, Exchange or Disposal of the Cordova Community Medical Center or A City-Owned Interest or Facility In Its Inventory, Providing the Disposal Notice and Process Requirements for Such a Transaction, and Updating and Reformatting Title 15, Its Definitions, and Its Organization for Uniformity.” Ordinance 1197 was presented as a repeal and reenactment rather than an amendment because the organization of Title 15 was changed to comport with current formatting and identification standards, resulting in significant reorganizing and the adoption of new sections and chapters. These types of changes generally support the full repeal and reenactment of a Title to avoid any confusion as Council and public review and compare the changes. While this memo focuses on the most substantial revisions to the Ordinance, all proposed changes to Title 15 are shown in the redline form attached to this memo.

B. DISCUSSION

At the April 21, 2021 City Council meeting, the Native Village of Eyak (“NVE”) presented confidential information to City Council regarding NVE’s grant opportunities and NVE medical service data. In response, City Council requested a review of City law and direction regarding the legal process for considering the confidential information presented by NVE in executive session. Council emphasized the importance of ensuring any considerations were compliant with federal, state, and local law, that all requirements regarding public notice and open meetings were followed, and that Council was presented with the necessary information and documents as quickly as possible so NVE and the

City did not lose any valuable opportunities for partnership in providing community medical services to the public.

In furtherance of Council's goals, the City Clerk and Mayor are working with NVE to schedule a public presentation by NVE regarding community medical services and its proposals to the City and a resolution expressing Council's support for joint medical service opportunities with NVE. Additionally, Ordinance 1197 proposes necessary changes to Title 15 that provide Council a procurement and disposal method that permits City Council to deviate from standard land disposal methods required under the Code so long as its alternative method meets certain requirements designed to comply with federal, state, and local laws that ensure public knowledge, administrative due diligence, and legislative consideration before the disposal of significant City assets. To this end, the proposed sections CMC 15.10.070 and 15.10.080 are the most substantial changes presented in the Ordinance.

In the event this Ordinance is adopted, Council, CCMC, and the public will be presented with the instruments, information, and updates necessary and required before the disposal of any City property or buildings in CCMC's inventory. The City Administration will also take steps to ensure that the Hospital Services Board and CCMC CEO are fully aware of the proposed changes to City Code and the disposal of CCMC inventory and the implications for CCMC management and operations.

ATTACHMENT A TO MEMO REGARDING 1197

Changes to Cordova Municipal Code Title 15 Proposed in Ordinance 1197

Ordinance 1197 repeals and reenacts Title 15 of the Cordova Municipal Code. As a result, the changes to the Code are not reflected in the Ordinance itself. This document provides a redlined view of the substantive proposed changes for Council's and the public's edification and ease of reference.

Title 15 CORDOVA COMMUNITY MEDICAL CENTER AUTHORITY¹

<u>Chapter 15.10</u>	<u>General Provisions</u>
<u>Chapter 15.20</u>	<u>Hospital Services Board</u>
<u>Chapter 15.30</u>	<u>Hospital Administration</u>
<u>Chapter 15.40</u>	<u>Revenue and Finance Management</u>

Chapter 15.10 General Provisions

15.10.001 Established;~~termination.~~

- A. The Cordova Community Medical Center Authority shall be established as a public corporate authority of the City of Cordova ("city"), for the purposes of managing the operations of the Cordova Community Medical Center ("CCMC"). This authority is an instrument of the Ceity, but exists independently of and separately from the Ceity, ~~with powers authorized under Section 1-4. The authority shall continue to exist until terminated by ordinance. When the authority's existence is terminated, all of its rights, and control of assets and properties shall pass to the city.~~

15.10.005 Definition of Cordova Community Medical Center or CCMC.

Cordova Community Medical Center or CCMC shall mean the group of facilities consisting of an acute care hospital, long term care facility and clinic, and all other health care facilities owned and/or operated by the Ceity.

15.~~1060~~.050 Powers.

In furtherance of its corporate powers, the authority has the following powers:

1. To sue and be sued. To have a seal and alter it at pleasure.
2. To adopt, amend, and repeal bylaws for its organization and internal management **in compliance with federal, state, and local laws.** ~~however,~~

[Deleted text is ~~struck out~~; added text is **bold and underlined**]

bylaws regarding notice of meetings shall be adopted consistent with ~~Section~~[Section] 3.14.020.

3. To operate and manage the Ceity land and facilities in CCMC's authority inventory.
4. To design, construct, improve, alter, or repair the Ceity land and facilities in CCMC's the authority's inventory, subject to budgetary approval.
5. Subject to ~~Section~~[Section] 3.10.020, to accept gifts, grants, or loans, and enter into contracts, partnerships, joint ventures, and similar agreements, or other transactions with any public or private governmental or private agency or entity regarding the management or operation of City land and facilities in CCMC's inventory as the authority considers appropriate.
6. To deposit or invest its funds.

15.1050.060 Legal counsel.

The Ceity ~~A~~ttorney shall advise and assist CCMC the authority in general legal matters. CCMC The authority shall also have the power to retain independent and/or specialized counsel in matters affecting CCMC the authority.

15.10.070 Restructuring, Dissolution or Sale of CCMC.

A. The dissolution, disposal, substantial restructuring, exchange, sale or transfer of an interest in CCMC or City real property or buildings within CCMC's inventory must be approved by City Council via ordinance.

B. Except as otherwise provided in this Section, any dissolution, disposal, exchange, sale or transfer of an interest in CCMC or City-owned real property or buildings within its inventory must comply with the disposal and notice requirements in Title 5 of this Code.

C. Council may authorize the dissolution, disposal, substantial restructuring, exchange, sale or transfer of an interest in CCMC or real property or buildings within it's inventory via alternative disposal methods via resolution so long as the resolution contains the following:

1. Findings by Council that the dissolution, disposal, substantial restructuring, exchange, sale or transfer cannot be completed without the use of an alternative disposal method and that the use of an alternative disposal method is necessary to promote the best interests of City residents and visitors; and

2. Directive to City Manager to form a Joint Administrative Negotiation Team.

15.10.080 CCMC Joint Negotiation Team

A. The City Manager shall appoint members of the Joint Administrative Negotiations Team and provide the tasks and responsibilities of the Team. Team members shall at least include:

- 1. Hospital Administrator or his or her designated CCMC employee**
- 2. Board Chair or appointee**
- 3. Mayor or City Council appointee**

B. The City Manager may retain separate legal counsel to represent the interests of the City in negotiations and to advise the Team and may retain consultants to represent the City and advise the Team during negotiations.

C. The Team shall be solely administrative in nature and shall not be subject to the open meetings act.

D. Team members and/or members of their household may not have a substantial financial interest in the transaction nor any relationship or interest in the transaction that could reasonably be found to result in bias or partiality by a Team member or member of his or her household.

15.10.090 Dissolution

CCMC shall continue to exist until and unless it is terminated by ordinance. Upon termination, any City-owned property or assets shall return to the exclusive control and ownership of the City.

Chapter 15.20 Hospital Services Board

15.20.010 Board of directors.

- A. The authority shall be governed by a board of directors consisting of five members, elected by the voters of Cordova, Alaska **and referred to as the Hospital Services Board.** Board members shall be qualified electors of the city of Cordova.
- B. No member of the ~~B~~board shall be an employee, or immediate family member (as defined in 42 CFR 1001.1001(a)(2)) or member of the household of an employee of CCMC or other medical provider in Cordova either now or any time in the past twelve months; a tenant of the facility either now or any time in the past twelve months; a board member or director of a medical provider other than CCMC either now or any time in the past twelve months; a contractor that provides medical or other services to the facility either now or any time in the past twelve months; an employee of any such tenant or contractor either now or any time in the past twelve months; an individual, an immediate family member (as defined in 42 CFR 1001.1001(a)(2)) or a member of the household of an individual, or a managing employee of an entity, that has been excluded from participation in Medicare, Medicaid or any other Federal health care program as listed on the United States Department of Health and Human Services, Office of Inspector General's List of Excluded Individuals/Entities.

- C. No member, or former member, of the B-board shall be eligible for employment or contracting to provide services to CCMC until at least twelve months have elapsed since they last served on the Bboard.
- D. Members shall be elected by the voters to three year, staggered terms. In the first election, the highest vote getter will serve a three year term, the next two highest vote getters will serve two year terms and the next two highest vote getters will serve one year terms. Thereafter, the members elected will serve three year terms.
- E. Vacancies on the board shall be filled by the board until the next regular election, when a member shall be elected to serve the rest of the unexpired term in the same manner that a mayor is now or may hereafter be elected to serve the rest of an unexpired term.
- F. In the event that there are not enough members elected to fully seat a five-member board at the first election, the ~~Cordova~~ City Council shall select enough members to fill the vacancies. This section shall only apply to the first election, all other vacancies thereafter shall be filled in accordance with subsection E. above.
- G. The Bboard shall meet at least monthly, at a time and place to be designated by the board. Notice and agenda of all regularly scheduled meetings shall be posted at a public location in the CCMC, and at ~~Cordova~~ City Hall. Any two members of the Bboard may schedule a special meeting at any time when they determine such a meeting is necessary and all special meetings shall be posted with a minimum of 24~~twenty-four~~ hours' notice. ~~All meetings of the Bboard shall be open to the public, except that the board may meet in executive session, in accordance with AS 44.62.310, the Alaska Open Meetings Act.~~
- H. The Bboard may maintain membership in any local, state, or national group or association organized and operated for the promotion of the public health and welfare or the advancement of the efficiency of medical center and community health facilities administration, and in connection therewith, pay dues and fees thereto.

Chapter 15.30 Hospital Administration

15.30.020 Administration.

- A. The Bboard ~~of directors of the authority~~ shall select the chief executive officer ("CEO") of the CCMC. The CEO shall serve at the pleasure of the Bboard. The CEO shall establish and direct all operations of CCMC activities, both internal and external.
- B. The authority and duties of the CEO are as follows:
 - 1. The CEO shall be the Hospital Administrator, responsible for the overall supervision and direction of the affairs and activities of CCMC. The CEO shall have such authority and duties as may be assigned and directed by the board and those generally incumbent with CEOs at other hospitals.

2. Be responsible for carrying out all applicable federal and state laws, city code, and CCMC rules and regulations. ~~ensure~~insure compliance of CCMC with national, state and local standards and accreditation agencies.
3. Establishes policies pertaining to total patient care, personnel, medical staff, financial status, public relations, maintenance of building and grounds, all other policies needed for the operation of CCMC under broad directives from the board. Reviews compliance with established policies by personnel and medical staff. Periodically reviews policies and makes changes as found necessary.
4. Establishes departmental staffing patterns. Evaluates job performance, prepares job descriptions, establishes job classifications and sets wage and salary schedules. Hires and discharges employees at CCMC in a manner consistent with federal and state laws and in accordance with the personnel policies of CCMC. Evaluates competence of the work force.
5. Work with the professional staff and those concerned with the delivery of quality professional services at the hospital to ~~e~~insure that the best possible care may be rendered to all patients.
6. Regularly checks financial status of CCMC and maintains an efficient accounting system to meet the needs of the facility. Develops budget forecasting model, prepares changes to the fee schedules to insure coverage of cost of operations.
7. Attends all meetings of the CCMC boards and all committee meetings of the board.
8. Prepares such reports as may be required on any phase of hospital activity by the board.
9. Represents CCMC in dealings with outside agencies, including governmental and third party payors. Represents CCMC at top level meetings, etc. and participates in such.
10. Perform other duties that may be in the best interests of CCMC.

15.3040.040 Reports and recommendations.

~~CCMC~~The authority shall file with the ~~C~~city ~~M~~anager and the ~~C~~city ~~C~~ouncil an annual report, and schedule an annual work session of its activities and shall make recommendations for legislative or other actions it considers necessary to carry out its corporate purposes. The annual report shall include an annual audit, including income, expenditures, investments and inventory.

Chapter 15.40 Revenue and finance management

15.40.010~~15.70.060~~ Fiscal management.

Finances of the authority and CCMC shall be managed in accordance with city, state and federal laws and regulations, those regulations generally prescribed by any accrediting associations as may apply, and as the ~~B~~board determines to accept.

15.40.02~~15.70.061~~ Exemptions from taxes.

The real and personal property of the authority and its assets, income and receipts are declared to be the property of a political subdivision of the state, and together with any Ceity land or facilities in CCMC's~~the authority's~~ inventory devoted to an essential public and governmental function and purpose, and the property assets, income, receipts and facilities, shall be exempt from all Ceity taxes.

15.40.03~~15.70.062~~ Annual budget.

The authority shall have a budget, separate from the annual city budget and shall prepare and submit for review an annual budget to the Ceity Manager and city council prior to approval of the Ceity's annual budget in accordance with Section 5.2 of the City of Cordova Charter.

15.40.04~~15.70.063~~ Annual audit.

The authority shall be subject to the audit requirements of government auditing standards, in addition to any applicable requirements of the State of Alaska, Department of Health and Social Services, or the Centers for Medicare and Medicaid Services, or any other grantor or funding source.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1197**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
REPEALING AND REENACTING CMC TITLE 15 “HOSPITAL SERVICES” TO
CLARIFY THE AUTHORITY FOR THE SALE, TRANSFER, EXCHANGE OR
DISPOSAL OF THE CORDOVA COMMUNITY MEDICAL CENTER OR A CITY-
OWNED INTEREST OR FACILITY IN ITS INVENTORY, PROVIDING THE
DISPOSAL NOTICE AND PROCESS REQUIREMENTS FOR SUCH A
TRANSACTION, AND UPDATING AND REFORMATTING TITLE 15, ITS
DEFINITIONS, AND ITS ORGANIZATION FOR UNIFORMITY**

WHEREAS, the City Council established the Cordova Community Medical Center Authority (“CCMC”) in late 2016 and provided CCMC authority to manage and operate property and assets within its inventory subject to certain City Council oversights; and

WHEREAS, prior to the establishment of CCMC as an independent authority in 2016, CCMC functioned as a City Department pursuant to City Charter Section 3-9 with City Council sitting as the Hospital Services Board; and

WHEREAS, CMC Title 15 addresses the creation and duties of the Hospital Services Board and CCMC’s Executive Director but does not provide clear authority or direction regarding the sale, exchange, transfer or disposal of City-owned property or substantial portions of CCMC assets; and

WHEREAS, the sale, exchange, transfer or disposal of City-owned property or any transaction substantially impacting community medical services raises matters of significant public interest and financial impact that necessitate clear laws governing any such transaction; and

WHEREAS, City Council and the City Manager have responsibilities under City Charter, Code, and Alaska law to manage the exchange, transfer, sale or disposal of City-owned property that cannot lawfully be delegated to CCMC; and

WHEREAS, City Council does have the authority to adopt alternative procurement and disposal methods by law so long as the methods adopted promote the best interest of the City and public health and welfare; and

WHEREAS, it is in the City’s best interest to provide clear disposal notice and process requirements that maintain CCMC’s autonomy when managing facilities and assets but preserve

City Council's and the City Manager's authority and obligation to manage the disposal, exchange, transfer, and sale of City-owned property; and

WHEREAS, it is in the City's best interest to amend the Code to update Title 15 to reflect current Code formatting and language standards,

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

Section 1. Cordova Municipal Code Title 15 – Cordova Community Medical Center Authority is repealed and reenacted to read as follows:

Title 15 CORDOVA COMMUNITY MEDICAL CENTER AUTHORITY¹

Chapter 15.10	General Provisions
Chapter 15.20	Hospital Services Board
Chapter 15.30	Hospital Administration
Chapter 15.40	Revenue and Finance Management

Chapter 15.10 General Provisions

15.10.001 Established

- A. The Cordova Community Medical Center Authority shall be established as a public corporate authority of the City of Cordova ("city"), for the purposes of managing the operations of the Cordova Community Medical Center ("CCMC"). This authority is an instrument of the City, but exists independently of and separately from the City.

15.10.005 Definition of Cordova Community Medical Center or CCMC.

Cordova Community Medical Center or CCMC shall mean the group of facilities consisting of an acute care hospital, long term care facility and clinic, and all other health care facilities owned and/or operated by the City.

15.10.050 Powers.

In furtherance of its corporate powers, the authority has the following powers:

1. To sue and be sued. To have a seal and alter it at pleasure.

2. To adopt, amend, and repeal bylaws for its organization and internal management in compliance with federal, state, and local laws.
3. To operate and manage the City land and facilities in CCMC's inventory.
4. To design, construct, improve, alter, or repair the City land and facilities in CCMC's inventory, subject to budgetary approval.
5. Subject to Section 3.10.020, to accept gifts, grants, or loans, and enter into contracts, partnerships, joint ventures, and similar agreements, or other transactions with any public or private entity regarding the management or operation of City land and facilities in CCMC's inventory.
6. To deposit or invest its funds.

15.10.060 Legal counsel.

The City Attorney shall advise and assist CCMC in general legal matters. CCMC shall also have the power to retain independent and/or specialized counsel in matters affecting CCMC.

15.10.070 Restructuring, Dissolution or Sale of CCMC.

- A. The dissolution, disposal, substantial restructuring, exchange, sale or transfer of an interest in CCMC itself or City real property or buildings within CCMC's inventory must be approved by City Council via ordinance.
- B. Except as otherwise provided in this Section, any dissolution, disposal, exchange, sale or transfer of an interest in CCMC or City-owned real property or buildings within its inventory must comply with the disposal and notice requirements in Title 5 of this Code.
- C. Council may authorize the dissolution, disposal, substantial restructuring, exchange, sale or transfer of an interest in CCMC or real property or buildings within its inventory via alternative disposal methods via resolution so long as the resolution contains the following:
 1. Findings by Council that the dissolution, disposal, substantial restructuring, exchange, sale or transfer cannot be completed without the use of an alternative disposal method and that the use of an alternative disposal method is necessary to promote the best interests of City residents and visitors; and
 2. Directive to City Manager to form a Joint Administrative Negotiation Team.

15.10.080 CCMC Joint Administration Negotiation Team.

- A. The City Manager shall appoint members of the Joint Administrative Negotiations Team and provide the tasks and responsibilities of the Team. Team members shall at least include:
 1. Hospital Administrator or his or her designated CCMC employee
 2. Board Chair or appointee

3. Mayor or City Council appointee
- B. The City Manager may retain separate legal counsel to represent the interests of the City in negotiations and to advise the Team and may retain consultants to represent the City and advise the Team during negotiations.
- C. The Team shall be solely administrative in nature and shall not be subject to the open meetings act.
- D. Team members and/or members of their household may not have a substantial financial interest in the transaction nor any relationship or interest in the transaction that could reasonably be found to result in bias or partiality by a Team member or member of his or her household.

15.10.090 Dissolution

CCMC shall continue to exist until and unless it is terminated by ordinance. Upon termination, any City-owned property or assets shall return to the exclusive control and ownership of the City.

Chapter 15.20 Hospital Services Board

15.20.010 Board of directors.

- A. CCMC shall be governed by a board of directors consisting of five members, elected by the voters of Cordova, Alaska and referred to as the Hospital Services Board. Board members shall be qualified electors of the city of Cordova.
- B. No member of the Board shall be an employee, or immediate family member (as defined in 42 CFR 1001.1001(a)(2)) or member of the household of an employee of CCMC or other medical provider in Cordova either now or any time in the past twelve months; a tenant of the facility either now or any time in the past twelve months; a board member or director of a medical provider other than CCMC either now or any time in the past twelve months; a contractor that provides medical or other services to the facility either now or any time in the past twelve months; an employee of any such tenant or contractor either now or any time in the past twelve months; an individual, an immediate family member (as defined in 42 CFR 1001.1001(a)(2)) or a member of the household of an individual, or a managing employee of an entity, that has been excluded from participation in Medicare, Medicaid or any other Federal health care program as listed on the United States Department of Health and Human Services, Office of Inspector General's List of Excluded Individuals/Entities.
- C. No member, or former member, of the Board shall be eligible for employment or contracting to provide services to CCMC until at least twelve months have elapsed since they last served on the Board.
- D. Members shall be elected by the voters to three-year, staggered terms. In the first election, the highest vote getter will serve a three-year term, the next two highest vote getters will serve two-year terms and the next two highest vote getters will serve one-year terms. Thereafter, the members elected will serve three-year terms.

- E. Vacancies on the board shall be filled by the board until the next regular election, when a member shall be elected to serve the rest of the unexpired term in the same manner that a mayor is now or may hereafter be elected to serve the rest of an unexpired term.
- F. In the event that there are not enough members elected to fully seat a five-member board at the first election, the ~~Cordova~~ City Council shall select enough members to fill the vacancies. This section shall only apply to the first election, all other vacancies thereafter shall be filled in accordance with subsection E. above.
- G. The Board shall meet at least monthly, at a time and place to be designated by the board. Notice and agenda of all regularly scheduled meetings shall be posted at a public location in the CCMC, and at City Hall. Any two members of the Board may schedule a special meeting at any time when they determine such a meeting is necessary and all special meetings shall be posted with a minimum of 24 hours' notice.
- H. The Board may maintain membership in any local, state, or national group or association organized and operated for the promotion of the public health and welfare or the advancement of the efficiency of medical center and community health facilities administration, and in connection therewith, pay dues and fees thereto.

Chapter 15.30 Hospital Administration

15.30.020 Administration.

- A. The Board shall select the chief executive officer ("CEO") of the CCMC. The CEO shall serve at the pleasure of the Board. The CEO shall establish and direct all operations of CCMC activities, both internal and external.
- B. The authority and duties of the CEO are as follows:
 - 1. The CEO shall be the Hospital Administrator, responsible for the overall supervision and direction of the affairs and activities of CCMC. The CEO shall have such authority and duties as may be assigned and directed by the board and those generally incumbent with CEOs at other hospitals.
 - 2. Be responsible for carrying out all applicable federal and state laws, city code, and CCMC rules and regulations. Ensure compliance of CCMC with national, state and local standards and accreditation agencies.
 - 3. Establishes policies pertaining to total patient care, personnel, medical staff, financial status, public relations, maintenance of building and grounds, all other policies needed for the operation of CCMC under broad directives from the board. Reviews compliance with established policies by personnel and medical staff. Periodically reviews policies and makes changes as found necessary.
 - 4. Establishes departmental staffing patterns. Evaluates job performance, prepares job descriptions, establishes job classifications and sets wage and salary schedules. Hires and discharges employees at CCMC in a manner consistent with federal and state laws and in accordance with the personnel policies of CCMC. Evaluates competence of the work force.

5. Work with the professional staff and those concerned with the delivery of quality professional services at the hospital to ensure that the best possible care may be rendered to all patients.
6. Regularly checks financial status of CCMC and maintains an efficient accounting system to meet the needs of the facility. Develops budget forecasting model, prepares changes to the fee schedules to insure coverage of cost of operations.
7. Attends all meetings of the CCMC boards and all committee meetings of the board.
8. Prepares such reports as may be required on any phase of hospital activity by the board.
9. Represents CCMC in dealings with outside agencies, including governmental and third-party payors. Represents CCMC at top level meetings, etc. and participates in such.
10. Perform other duties that may be in the best interests of CCMC.

15.30.040 Reports and recommendations.

CCMC shall file with the City Manager and the City Council an annual report, and schedule an annual work session of its activities and shall make recommendations for legislative or other actions it considers necessary to carry out its corporate purposes. The annual report shall include an annual audit, including income, expenditures, investments and inventory.

Chapter 15.40 Revenue and finance management

15.40.010 Fiscal management.

Finances of the authority and CCMC shall be managed in accordance with city, state and federal laws and regulations, those regulations generally prescribed by any accrediting associations as may apply, and as the Board determines to accept.

15.40.020 Exemptions from taxes.

The real and personal property of the authority and its assets, income and receipts are declared to be the property of a political subdivision of the state, and together with any City land or facilities in CCMC's inventory devoted to an essential public and governmental function and purpose, and the property assets, income, receipts and facilities, shall be exempt from all City taxes.

15.40.030 Annual budget.

The authority shall have a budget, separate from the annual city budget and shall prepare and submit for review an annual budget to the City Manager and city council prior to approval of the City's annual budget in accordance with Section 5.2 of the City of Cordova Charter.

15.40.040 Annual audit.

The authority shall be subject to the audit requirements of government auditing standards, in addition to any applicable requirements of the State of Alaska, Department of Health and Social Services, or the Centers for Medicare and Medicaid Services, or any other grantor or funding source.

Section 2. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, within ten (10) days after its passage.

1st reading: _____

2nd reading and public hearing: _____

PASSED AND APPROVED THIS _____ DAY OF _____, 2021.

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM # 10

City Council Meeting Date: 5/5/21

CITY COUNCIL COMMUNICATION FORM

FROM: Planning Staff

DATE: 4/25/21

ITEM: Purchase agreement for Eastern Half of Lot 3, Block 17, Original Townsite

NEXT STEP: Approve Resolution 05-21-20

☐ INFORMATION
☐ MOTION
☒ RESOLUTION
☐ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Approve Purchase agreement
Legal Description: Eastern Half of Lot 3, Block 17, Original Townsite
Lot Area: Approximate Area = 1,750 SF
Zoning: Low Density Residential
Attachments: Purchase agreement and quit claim deed

II. RECOMMENDED ACTION / NEXT STEP:

Staff suggest the following motion:

“I move to approve Resolution 05-21-20.”

III. FISCAL IMPACTS:

The city would get revenue from land sale and future property tax.

IV. BACKGROUND INFORMATION:

The request for proposals for this property began February 5th and ended March 8th at 10 AM. The city received one proposal for the property. At the April 21st regular city council meeting, council approve the proposal received from Craig Kuntz.

6/16/20 – Received a letter of interest from Craig Kuntz for the property.

7/14/20 – At the Planning Commission Regular Meeting, the commission recommended that City Council directly negotiate with Craig Kuntz. From the approved meeting minutes:

M/Bolin S/Bird to recommend to City Council to dispose of the eastern half of the remainder of Lot 3, Block 17, Original Townsite as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with Craig Kuntz to lease or purchase the property.

Pegau asked if the other adjacent landowner had submitted a letter of interest, to which **Stavig** explained there was only a letter from **Kuntz**; there is no public notification process associated with land disposals as there is with variances or conditional use permits. **Pegau** said he would much rather see it go out for proposals.

M/Bird S/Pegau to amend the motion to request sealed proposals to lease or purchase the property.

Bolin said that anyone can approach the city for property and **Kuntz** has done the legwork to start the process. **Hall** said that **Kuntz** put in the request and no one else has shown interest. The majority of the land requested is on the south side of the stream, which serves as a natural division between the property owner to the north. **Hall** said the Planning Commission meeting was publicly noticed and so would the future City Council meeting. **Bird** said she wishes there was a way to make the process more public. **Pegau** said that they just made it ‘Available,’ so he prefers that it goes to proposals since there are two property owners.

Upon voice vote, motion to amend failed 2-4.

Yea: **Pegau, Bird**

Nay: **McGann, Baenen, Bolin, Hall**

Absent: **Lohse**

M/Bird S/Hall to amend the motion to add a special condition that the lot be added to the rest of his property and combined into one lot.

Upon voice vote, motion to amend passed 6-0.

Yea: **McGann, Pegau, Baenen, Bird, Bolin, Hall**

Absent: **Lohse**

Upon voice vote, motion passed 5-1.

Yea: **McGann, Baenen, Bird, Bolin, Hall**

Nay: **Pegau**
Absent: **Lohse**

8/5/20 – At the City Council Regular Meeting, council chose to dispose of the property by requesting sealed proposals. From the approved minutes:

M/Bailer S/Glasen to recommend disposal of Eastern half of the remainder of Lot 3, Block 17, Original Townsite as outlined in Cordova Municipal Code 5.22.060B by requesting sealed proposals to lease or purchase the property.

Bailer said he thinks if at all possible, the public should look at all properties we sell. **Glasen** asked the City Planner if it is true that the neighboring landowner the only one who could buy this because it is non-conforming and only 1,750 square feet. **Stavig** said a while back we put a similar piece out that seemed only useful to the neighboring landowner – still opted to put out to proposals for a public look at it. **Allison** agreed to out for proposals. **Meyer** also agreed with proposals, she asked how we advertise and the costs and the length of time. **Stavig** said newspaper, City website and out for 30 days. **Schaefer**, **Sherman** and **Guard** agreed with going out for proposals for this.

Vote on the motion: 7 yeas, 0 nays. Schaefer-yes; Sherman-yes; Glasen-yes; Meyer-yes; Allison-yes; Bailer-yes and Guard-yes. Motion was approved.

4/13/21 – At the Planning Commission Regular Meeting, the commission recommended City Council approve the proposal from Craig Kuntz. From the unapproved minutes:

M/McGann S/Trumblee to recommend to City Council to approve the proposal from Craig Kuntz for the Eastern Half of Lot 3, Block 17, Original Townsite.

McGann said that they already went through this in the past, and he doesn't have anything to add. **Bird** said it was interesting that they had recommended direct negotiation, but in the end, they only had the one proposal.

Upon voice vote, motion passed 6-0.

Yea: **Bird, McGann, Baenen, Lohse, Hall, Trumblee**

Absent: **Bolin**

4/21/21 -At the City Council Regular Meeting, council approved the proposal to purchase the Eastern Half of Lot 3, Block 17, Original Townsite form Craig Kuntz 6-0.

V. LEGAL ISSUES:

N/A

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

N/A

VII. SUMMARY AND ALTERNATIVES:

City Council could choose to not approve the purchase agreement.

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-21-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE SALE OF THE EASTERN PORTION OF LOT 3, BLOCK 17 ORIGINAL
TOWNSITE TO CRAIG AND ANGELA KUNTZ FOR \$1,750.00**

WHEREAS, pursuant to CMC 5.22.030, the City of Cordova (“City”) solicited proposals for the purchase of the eastern portion of lot 3, block 17 original townsite (the “Property”); and

WHEREAS, the Planning and Zoning Commission at their April 13, 2021 meeting recommended that city council accept the proposal submitted by Craig Kuntz as the best proposal for the purchase of the Property; and

WHEREAS, at the April 21, 2021 meeting the City Council approved the sale of the Property to Craig and Angela Kuntz; and

WHEREAS, the purchase price is the appraised fair market value of the Property, which is \$1,750.00; and

WHEREAS, the sale of the Property for the appraised fair market value is in the City’s best interests;

NOW, THEREFORE BE IT RESOLVED THAT the City Manager is authorized and directed to convey the Property to Craig and Angela Kuntz in accordance with the terms in the Purchase and Sale Agreement and quitclaim deed attached to this resolution as Attachment A. The form and content of the Purchase and Sale Agreement and Quit Claim Deed submitted as Attachment A to this resolution are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents 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. 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 documents as executed.

PASSED AND APPROVED THIS 5th DAY OF MAY, 2021.

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, City Clerk

DRAFT PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of _____, 2021 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller" or the "City"), whose address is P. O. Box 1210, Cordova, Alaska 99574, and Craig Kuntz ("Purchaser"), whose address is P.O. Box 1262, Cordova, AK 99574.

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Purchaser has funds to pay the cost of acquiring the Property; and

WHEREAS, Purchaser agrees to purchase the Property subject to the terms, requirements and conditions of the certain Request for Proposals, dated March 8, 2021, which is incorporated by reference, and which is annexed hereto as Exhibit C.

WHEREAS, Purchaser desires to buy from Seller, and Seller desires to sell to Purchaser, the Property, subject to and in accordance with the terms and provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to that certain real Property located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").

2. The Purchase Price. The purchase price for the Property is one thousand seven hundred fifty and 00/100 Dollars (\$1,750.00) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 11 below) as follows:

(a) A One Thousand and 00/100 Dollars (\$1,000) non-refundable deposit received by Seller on April 10, 2021 (the "Initial Deposit"). The Initial Deposit shall be applied to the payment of the Purchase Price at Closing, but in no event will it be refunded to Buyer if the sale contemplated by this Agreement does not close for any reason.

(b) The balance of Seven Hundred Fifty and 00/100 Dollars (\$750.00), together with all costs incurred by the City in connection with the sale of the Property, including Closing Costs, payable at Closing.

3. Property Survey. The Purchaser shall hire a surveyor to create a plat that merges the Property into an adjacent piece of property in order to meet the minimum lot size for the Low-Density Residential Zoning District of 4,000 square feet. Within ninety (90) days of the Effective Date, Purchaser shall submit the plat to City of Cordova for approval in accordance with the requirements of the Cordova Municipal Code. Failure to submit the plat to the City of Cordova for approval in accordance with this Section shall constitute a breach of this Agreement.

4. Title.

(a) Within ten (10) following the Effective Date, Seller shall order from Fidelity Title Agency of Alaska, LLC ("Title Company"), a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

(b) Within fifteen (15) days after the delivery of the Commitment to buyer by Seller or the Title Company, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within said fifteen (15) day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments, and any Internal Revenue Service liens, shall also constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive his disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event Purchaser elects to terminate this Agreement in accordance with clause (x) above, the Deposit, without interest, shall be immediately refunded to Purchaser; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

5. No Warranties. Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so). Purchaser agrees, represents, and warrants that except as expressly contained in this Agreement, no representations or warranties by or on behalf of Seller, express or implied, statutory or otherwise, are or have been made to the Purchaser as to the condition of the Property or improvements situated thereon, the contents thereof, any restrictions related to the development or use thereof, the applicability of any governmental requirements pertaining thereto, including but not limited

to environmental requirements, the presence or absence of Hazardous Substances, presence of groundwater, the suitability or fitness thereof for any use or purpose, the Property's compliance with federal, state and/or municipal laws, or any other matter or thing affecting or related to the Property in any way, and the Purchaser accepts the same IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Purchaser specifically acknowledges, represents and agrees that it is purchasing the Property with knowledge that the Property being sold does not currently comply with zoning for the Low-Density Residence District. Purchaser hereby waives, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, statutory or otherwise. Seller has agreed to sell the Property on the terms specified herein in reliance upon the foregoing limitations of Seller's liabilities, which are material to Seller, and Seller would not have entered into this Agreement without such limitations.

6. Representations, Warranties and Covenants of Purchaser. In addition to any other representations, warranties, and covenants contained herein, Purchaser represents and warrants to Seller that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

(a) This Agreement is, and all the documents executed by Purchaser which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Purchaser, and is and will be legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms and do not and will not violate any provisions of any agreement to which either Purchaser is a party or to which they are subject.

7. Conditions Precedent to Closing.

(a) The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein (the "Seller's Conditions Precedent"):

(1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

(2) Purchaser shall have delivered to Escrow Agent, prior to or at the Closing, for disbursement as directed hereunder, all cash or other immediately available funds due from Purchaser in accordance with this Agreement.

(3) There shall be no uncured breach of any of Purchaser's representations or warranties set forth in Section 6, or any other breach of this Agreement, as of the date of Closing.

(4) Submission of the plat to the City of Cordova as required by Section 3 of this Agreement.

(5) Purchaser shall have delivered to Escrow Agent the items described in Section 9.

(6) The timely performance by Purchaser of each and every obligation imposed upon Purchaser hereunder.

The conditions set forth in this Section 7(a) are solely for the benefit of Seller and may be waived only by Seller and only in writing. Seller shall, at all times have the right to waive any of these conditions.

(b) The following shall be conditions precedent to Purchaser's obligation to consummate the purchase and sale transaction contemplated herein (the "Purchaser's Conditions Precedent"):

(1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

(2) Title Company shall be committed to issue, at the Closing, an owner's policy of title insurance (the "Title Policy"), insuring Purchaser's interest in the Property, dated the day of the Closing, with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(3) Seller shall have delivered the items described in Section 8.

(4) The timely performance by Seller of each and every obligation imposed upon Seller hereunder.

The conditions set forth in this Section 7(b) are solely for the benefit of Purchaser and may be waived only by Purchaser and only in writing. Purchaser shall, at all times have the right to waive any of these conditions.

8. Seller's Closing Deliveries. At or prior to the Closing, Seller shall deliver to Escrow Agent the following:

(a) A Quitclaim Deed in the form attached hereto as Exhibit B, executed by Seller conveying the Property to Purchaser (the "Deed").

(b) A closing statement prepared by the Title Company itemizing and approving all payment receipts and disbursements made in connection with Closing.

(c) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

9. Purchaser's Closing Deliveries. At or prior to the Closing, Purchaser shall deliver to Escrow Agent the following:

(a) The balance of the Purchase Price, together with such other sums as Escrow Agent shall require to pay Purchaser's share of the Closing costs, prorations, reimbursements and adjustments as set forth in Section 10 and Section 12, in immediately available funds.

(b) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

10. Prorations and Adjustments. The following shall be prorated and adjusted between Seller and Purchaser as of the day of the Closing, except as otherwise specified:

(a) General real estate, personal property and ad valorem taxes and assessments, and any improvement or other bonds encumbering the Property, for the current tax year for the Property. Purchaser is not responsible for delinquent real estate taxes, personal property taxes, ad valorem taxes, or assessments arising prior to Closing.

(b) Utility charges, if any. Purchaser acknowledges and agrees that Seller shall be entitled to all refunds of utility deposits with respect to the Property and that such amounts are not to be assigned to Purchaser in connection with the sale of the Property. However, Purchaser will be responsible for any additional assessments effective prior to Closing, of which notice is received after Closing.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. In no event will there be any proration of insurance premiums under Seller's existing policies of insurance relating to the Property, and Purchaser acknowledges and agrees that none of Seller's insurance policies (or any proceeds payable thereunder) will be assigned to Purchaser at the Closing, and Purchaser shall be solely obligated to obtain any and all insurance that they deem necessary or desirable. The provisions of this Section 10 shall survive the Closing.

11. Closing. The purchase and sale contemplated herein shall close on or before one hundred twenty (120) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska (the "Official Records"). The Closing shall occur at the offices of the Escrow Agent as set forth in Section 18(m).

12. Closing Costs. Purchaser shall pay the fee for recording the Deed, the premium for the Title Policy, and for all fees and costs Seller incurred to third-parties in any way relating to the purchase and sale transaction involving the Property, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees, and any other fees or costs required by the

Cordova Municipal Code (collectively, the "Closing Costs"). Purchaser shall bear the expense of his own counsel. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a default on the part of Purchaser, all escrow cancellation and title fees shall be paid by Purchaser; if the sale of the Property does not occur because of a default on the part of Seller, all escrow cancellation and title fees shall be paid by Seller.

13. Risk of Loss. If prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit and all interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election of (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 14, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

14. Default.

(a) No party shall be deemed to be in default hereunder unless such party fails to cure an alleged default within ten (10) days after receipt from the other party of written notice thereof; provided, however, that (i) if such alleged default is not susceptible of being cured within said ten (10) day period, such party shall not be deemed in default hereunder so long as such party commences to cure the alleged default within said ten (10) day period and diligently prosecutes the same to completion within thirty (30) days; and (ii) no notice shall be required or cure period permitted in the event the alleged default is a failure to close the transaction contemplated hereby at the Closing.

(b) In the event of a default by Seller hereunder, Purchaser's remedies shall be limited to, (i) terminating this Agreement by written notice to Seller, in which event the Initial Deposit shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) enforcing Seller's obligations hereunder by a suit for specific performance, in which event Purchaser shall be entitled to such injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.

(c) In the event of a default by Purchaser hereunder, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser, in which event, the non-refundable Initial Deposit shall be retained by Seller as liquidated damages; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

15. Escrow.

(a) Instructions. Within five (5) business days after execution of this Agreement, Purchaser shall deposit a copy of this Agreement executed by both Purchaser and Seller with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as Seller and Purchaser shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

(b) Deposits into Escrow. Seller shall make its deliveries into escrow in accordance with Section 8. Purchaser shall make his deliveries into escrow in accordance with Section 9. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchaser pursuant to Sections 8 and 9; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.

(c) Close of Escrow. Provided that Escrow Agent shall not have received written notice in a timely manner from Purchaser or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Seller and Purchaser have deposited into escrow the matters required by this Agreement and Title Company can and will issue the Title Policy concurrently with the Closing, Escrow Agent shall:

(1) Deliver to Seller the Purchase Price, including all Closing Costs, after satisfying the prorations and adjustments to be paid by Seller pursuant to Section 10, if any.

(2) Deliver to Purchaser the Quitclaim Deed by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of Alaska and immediately upon recording delivering to Purchaser a conformed copy of the Quitclaim Deed.

(3) Deliver to Purchaser any funds deposited by Purchaser, and any interest earned thereon, in excess of the amount required to be paid by Purchaser hereunder.

- (4) Deliver the Title Policy issued by Title Company to Purchaser.

16. Indemnification.

(a) General Indemnification. Purchaser shall defend, indemnify, and hold the Seller and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related in any way to the Property, the sale of the Property, or the contents of the Property, including claims relating to any personal property. This obligation shall survive closing.

(b) Environmental Release and Indemnification. The Seller makes no representation or warranty whatsoever, whether express, implied, or statutory, regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Property. Purchaser releases the Seller 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) that result from the presence, use, keeping, storage, or disposal of Hazardous Material in, on, or about the Property, or that arise out of or result from Purchaser's occupancy or use of the Property or the use or occupancy of the Property by Purchaser'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 Property or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Purchaser 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 Property, whether by Purchaser, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives, or any other party.

Purchaser shall defend, indemnify, and hold the Seller and its authorized representatives, agents, officers, and employees harmless from and against any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to: (i) the presence, disposal, release, or threatened release of any such Hazardous Material on or from the Property, 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.

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

This obligation shall survive closing.

17. General Provisions.

(a) Each individual executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this Agreement to the terms hereof.

(b) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which such period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next business day.

(c) Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that there is no broker, finder, or other intermediary of any kind with whom such party has dealt in connection with the transaction contemplated hereby, and each party agrees to indemnify, defend, and hold harmless the other from any claim made by any broker or agent alleging entitlement to any fee or commission as a result of having dealt with the indemnifying party.

(d) This Agreement, including all exhibits attached hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein.

(e) This Agreement may be amended or modified only by a written instrument executed by all of the parties hereto.

(f) No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

(g) If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

(h) Headings of articles and sections herein are for convenience of reference only and shall not be construed as part of this Agreement.

(i) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

(j) This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

(k) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument.

(l) In no event shall this Agreement be construed more strongly against any one person solely because such person or its representative acted as draftsman hereof, it being acknowledged by the parties hereto that both have been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.

(m) Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

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

With copy to
Holly Wells, Esq.
Birch Horton Bittner & Cherot
510 L Street, Suite 700
Anchorage, Alaska 99501

Purchaser: Craig Kuntz
P.O. Box 1262
Cordova, AK 99574

Escrow Agent: Fidelity Title Agency of Alaska, LLC
3150 C St. Suite 220
Anchorage, Alaska 99503

Title Company: Fidelity Title Agency of Alaska, LLC
3150 C St. Suite 220
Anchorage, Alaska 99503

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date three (3) days after being placed in the U.S. Mail.

(n) The parties agree to execute such instructions to Escrow Agent and Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement on terms mutually acceptable to Purchaser and Seller.

(o) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

[signatures to follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SELLER: CITY OF CORDOVA

By: _____
Helen Howarth, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Helen Howarth, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

PURCHASER: CRAIG KUNTZ

By: _____
Craig Kuntz

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____ 2021, by Craig Kuntz.

Notary Public in and for Alaska
My commission expires: _____

EXHIBIT A

Legal Description of the Property

Eastern Half Lot Three (3), Block Seventeen (17), ORIGINAL TOWNSITE OF CORDOVA, ALASKA, records of the Cordova Recording District, Third Judicial District, State of Alaska.

EXHIBIT B
Quitclaim Deed

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording, return to:

Craig Kuntz
P.O. Box 1262
Cordova, AK 99574

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to CRAIG KUNTZ ("Grantee"), whose address is P.O. Box 1262, Cordova, Alaska 99574, all interest which Grantor has, if any, in the following described real property:

Eastern Half Lot Three (3), Block Seventeen (17), ORIGINAL TOWNSITE OF CORDOVA, ALASKA, records of the Cordova Recording District, Third Judicial District, State of Alaska.

DATED this ____ day of _____, 2021.

GRANTOR:

CITY OF CORDOVA

Helen Howarth, City Manager

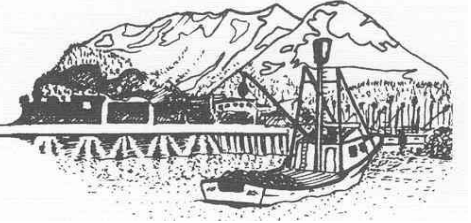
STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Helen Howarth, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

EXHIBIT C

Request for Proposals (RFP) for Eastern Half of Lot 3, Block 17, Original Townsite



Request for Proposals (RFP) for Eastern Half of Lot 3, Block 17, Original Townsite

The City of Cordova (the “City”) is proposing to sell the eastern half of Lot 3, Block 17, Original Townsite (the “Property”). The Property is 1,750 square feet and zoned Low Density Residential. **The Property does not currently comply with the required minimum lot size for the Low Density Residential District.** The City is soliciting proposals for the purchase of the Property. The proposer will be required to survey the Property and merge it into an adjacent parcel of property in order to meet the minimum lot size for the Low Density Residential Zoning District. **Proposals are due March 8th, 2021 at 10 AM.** Proposals received after March 8th, 2021 at 10 AM will not be considered.

INFORMATION TO PROPOSERS

The fair market value of the Property as determined by an appraisal is **\$1,750.00** and shall be the **minimum price** that the City is willing to accept for the Property. If the successful proposal amount is greater than the minimum price, the winning proposal amount shall be the amount paid.

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposer is not awarded the Property, the City will reimburse the deposit to the proposer. The deposit from the winning proposer will be credited towards the costs associated with the disposal, even if the disposal is not completed. In the event the successful proposer subsequently withdraws or otherwise abandons its proposal, the City will retain the proposer’s entire deposit.

The proposer shall be responsible for all fees and costs the City incurs in connection with the disposal, including without limitation costs of advertising the RFP, appraisal fees, title report fees, attorney’s fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per Cordova Municipal Code (“CMC”) 5.22.100. Costs already incurred include the appraisal (\$500) and Certificate to Plat (\$300).

Proposers must comply with all applicable zoning requirements including the provisions of the attached chapter of City Code for the **Low Density Residence District (LDR)**. Because the property is 1,750 square feet and the required minimum lot size in LDR is 4,000 square feet, **the property must be merged into an adjacent piece of property and meet the required minimum lot size.** Proposers will be required to hire a surveyor to create a plat of the incorporated property at their expense.

The attached purchase and sale agreement will be negotiated with the proposer that is awarded the Property. The attached agreement is for informational purposes only. The City reserves the right to include new or additional terms, remove terms, or modify any terms contained in the draft agreement.

The City may issue addenda to this RFP. Addenda will be posted on the City Webpage with this RFP. **It is the responsibility of the proposer to ensure receipt of all addenda.**

The City will consider all proposals for the Property subject to any applicable laws and regulations, including CMC Chapter 5.22.

The Planning Commission will review all submitted proposals. The Planning Commission will then make a recommendation to the City Council. The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposer deemed most advantageous to the City of Cordova.

The City is disposing of the Property **AS-IS** and in its present condition by quitclaim deed, without any representations or warranties whatsoever, whether express, implied, or statutory, and subject to any liens and encumbrances of record. It is the responsibility of the proposer to understand all conditions of the Property.

For additional information or questions about the land disposal process, contact the City Planning Department at 424-6220, planning@cityofcordova.net, or stop by in person.

ADDITIONAL REQUIRED INFORMATION

Please include with your proposal information that addresses the following items, if applicable, and any additional information which you wish to provide.

1. Describe the proposed development in detail.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. Describe the benefit of the proposed development to the community.
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?
7. How will the property be merged into an adjoining piece of property in order to create a lot with a minimum square footage of 4,000 square feet?

ATTACHMENTS

Attachment A: Criteria used when evaluating each submitted proposal.

Attachment B: Location maps showing the subject property with a scale.

Attachment C: The property parcel with measurements.

Attachment D: Cordova Municipal Code – R Low Density Residence District

Attachment E: Sample Purchase and Sale Agreement

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by March 8th, 2021 at 10 AM.

Property: Lot 3, Block 17, Original Townsite

Name of Proposer: _____

Name of Organization: _____

Address: _____ Phone #: _____

_____ Email: _____

Proposed Price \$ _____

SUBMITTAL OF PROPOSAL

Please email proposals to planning@cityofcordova.net. The email subject line shall be “Proposal for Lot 3, Block 17, Original Townsite,” and the proposal shall be attached to the email as a PDF file.

Or mail proposals to: City of Cordova
Attn: Planning Department
P.O. Box 1210
Cordova, Alaska 99574

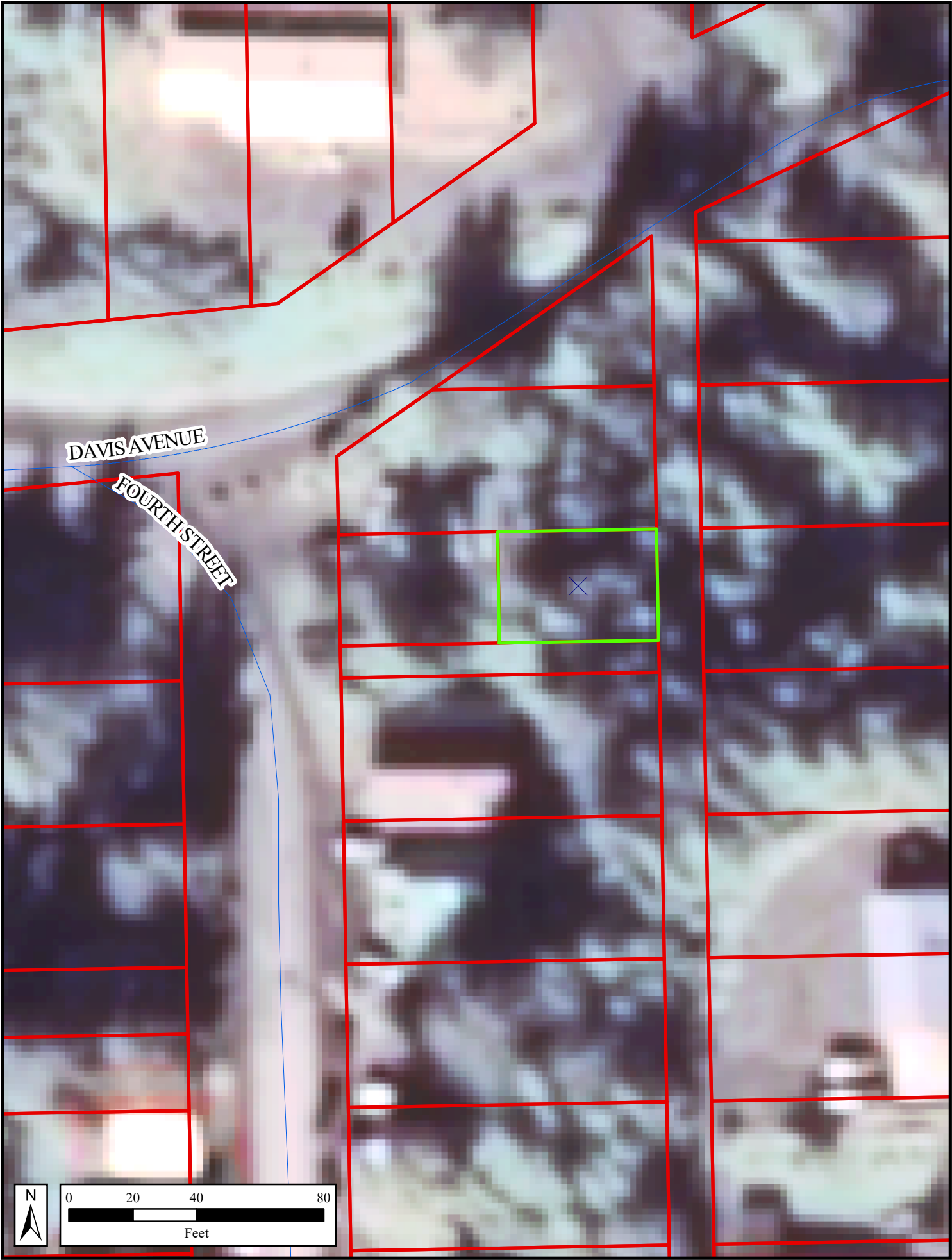
Or deliver your proposal to the front desk at City Hall.

Proposals received after March 8th, 2021 at 10 AM will not be considered.

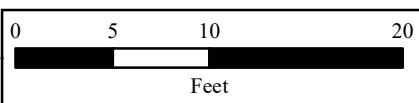
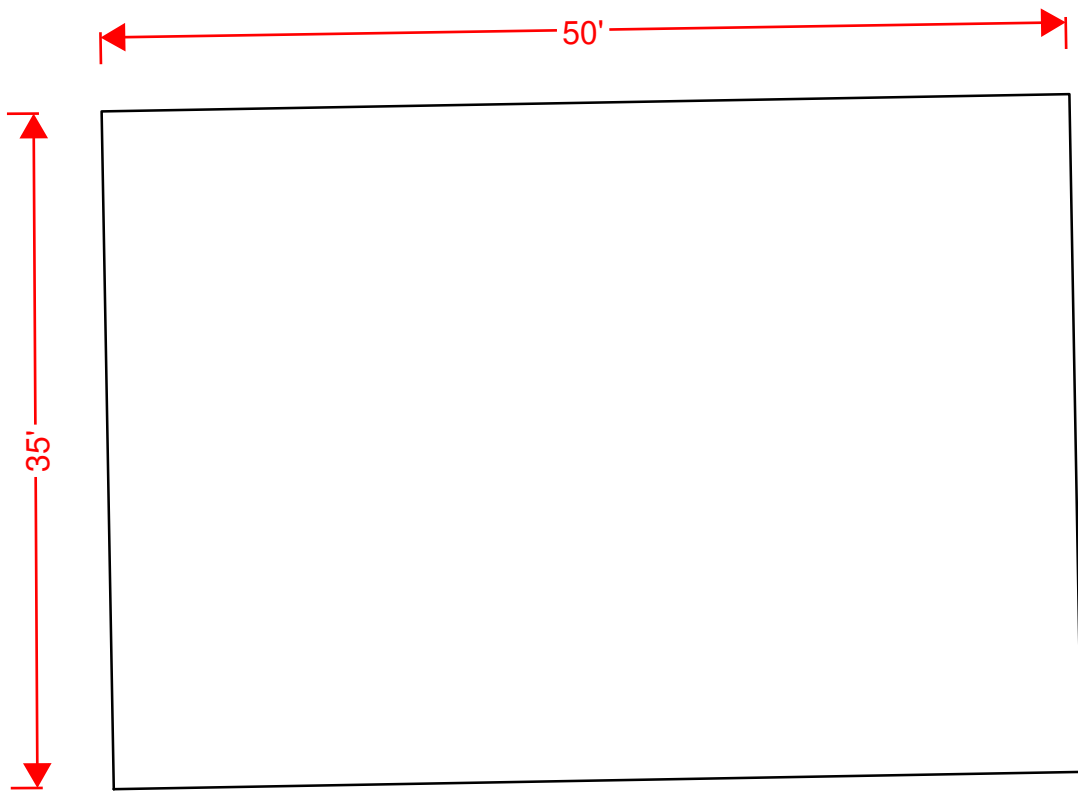
Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

Land Disposal Evaluation Criteria

Criteria	Multiplier	Proposal Rank 1-10	Subtotal for Proposal
Value of improvements	1.75		
Number of Employees	1		
Sales Tax Revenue	1		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1.25		
Proposal Price	1.5		
Consistency with Comprehensive Plan	1		
Total	10		







Chapter 18.20 - R LOW DENSITY RESIDENCE DISTRICT

Sections:

18.20.010 - Permitted uses.

The following uses are permitted in the R low-density district:

- A. One-family, two-family and three-family dwellings;
- B. Boardinghouses;
- C. Truck gardening, the raising of bush and tree crops, flower gardening, and the use of greenhouses;
- D. Home occupations;
- E. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;
- F. Required off-street parking.

(Prior code § 15.204.1(A)).

18.20.020 - Building height limit.

The maximum building height in the R low density district shall be two and one-half stories but shall not exceed thirty-five feet.

(Prior code § 15.204.1(B)).

18.20.030 - Lot area.

- A. The minimum lot area in the R low-density district shall be four thousand square feet and the minimum lot width shall be forty feet.
- B. The minimum lot area in the R low density district for dwellings shall be:
 - 1. For a one—family dwelling, four thousand square feet per dwelling unit.
 - 2. For a two-family and three-family dwelling, two thousand square feet per dwelling unit.

(Prior code § 15.204.1(C)).

18.20.040 - Front yard.

There shall be a front yard in the R low density district of not less than ten feet from curb line.

(Prior code § 15.204.1(D)).

18.20.050 - Rear yard.

There shall be a rear yard in the R low density district of not less than twenty-five percent of the depth of the lot, but such yard need not exceed fifteen feet.

(Prior code § 15.204.1(F)).

18.20.060 - Side yard.

- A. There shall be a side yard in the R low density district of not less than five feet. The minimum side yard on the street side of a corner lot shall be ten feet.
- B. The following additional requirements shall apply to two-family and three-family dwellings in the R low density district:

In case the building is so located on the lot that the rear thereof abuts one side yard and front abuts the other, the side yard along the rear of the building shall have a minimum width of twelve feet and the side yard along the front of the building shall have a minimum width of eighteen feet.

(Prior code § 15.201.1(L)).

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

**RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA
SUPPORTING THE COORDINATED PROVISION OF MEDICAL CARE BY THE
NATIVE VILLAGE OF EYAK AND THE CORDOVA COMMUNITY MEDICAL CLINIC**

WHEREAS, the Native Village of Eyak's (NVE) Ilanka Health Center (IHC) has been providing high quality medical services to Cordova residents and visitors for decades; and

WHEREAS, the City of Cordova's Cordova Community Medical Clinic (CCMC) has also been providing high quality medical services to the Cordova residents and visitors for decades; and

WHEREAS, during the COVID-19 Pandemic, it was proven that coordinated services between CCMC and IHC can occur successfully and comprise all local providers including the State of Alaska Public Health Nurse and Sound Alternatives; and

WHEREAS, this positive collaboration was documented and recognized by the Alaska Municipal League with the 2020 Award for Distinguished Municipal Leadership received by the community in December of 2020; and

WHEREAS, many of the medical services provided by CCMC and IHC may be more efficiently and conveniently provided to Cordova residents and visitors if Native Village of Eyak and the City of Cordova coordinate medical care and services,

NOW, THEREFORE BE IT RESOLVED THAT:

Section 1

A. City Council hereby expresses its support for coordinated medical care by the City of Cordova and the Native Village of Eyak and acknowledges that a cooperative approach to medical care may increase access, quality, and affordability in the medical services provided within the City.

PASSED AND APPROVED THIS 5th DAY OF MAY 2021.

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



City Council of the City of Cordova, Alaska

Pending Agenda May 5, 2021 Regular Council Meeting

A. Future agenda items - topics put on PA with no specific date for inclusion on an agenda	initially put on or revisited
1) Concept of Council members being elected undesignated instead of seats A-G - Aug/Sept 21	3/17/2021
2) Plan/schedule for departmental site visits/work sessions – summer 2021.	3/17/2021
3) Ordinance change (Title 4) before a new CBA gets negotiated - so Council has a role in approval process	2/17/2021
4) Public Safety Resources - discussion	1/20/2021
5) City addressing - Manager to report back with a recommendation after January 2021	11/4/2020
6) RFP for City Assessor - to discuss at 2021 budget prep	9/16/2020
7) City land management (disposal etal) including disposition of proceeds into City funds	2/19/2020
8) City Manager authority re: purchases/contracts and whether budgeted/unbudgeted - new finance director	2/19/2020

B. Resolutions, Ordinances, other items that have been referred to staff	date referred
1) Res 03-21-13 support for snow avalanche and landslide hazards assessment	3/17/2021
2) Res 12-20-45 requesting the State adopts and enforces quarantine and isolation procedures	12/16/2020
3) Disposal of ASLS 79-258 - motion to put out for proposals was referred to staff after an e.s.	9/16/2020
4) Res 05-20-18 re CCMC sale committee	5/6/2020
5) Res 10-19-42 approving contract for federal lobbyist	10/2/2019
6) Res 12-18-36 re E-911, will be back when a plan has been made	12/19/2018

C. Upcoming Meetings, agenda items and/or events: with specific dates
1) Capital Priorities List Resolution (05-20-17) is in each packet - if 2 council members want to revisit the resolution they should mention that at Pending Agenda and it can be included in the next packet for action
2) Staff quarterly reports will be in the following packets: <div style="display: flex; justify-content: space-around; margin-top: 10px;"> 7/21/2021 10/20/2021 1/19/2022 4/20/2022 </div>
3) Joint City Council and School Board Meetings - twice per year, April & October <div style="display: flex; justify-content: space-between; margin-top: 10px;"> 6pm @ CHS before Sch Bd mtg 10/13/2021 6pm @ CC before Council mtg 4/20/2022 </div>
4) Clerk's evaluation - each year in Feb or Mar (before Council changeover after election) - next Feb 2022
5) Manager's evaluation - each year in Jan - next one January 2022

D. Council adds items to Pending Agenda in this way:		
item for action	tasking which staff: Mgr/Clrk?	proposed date
1) ...		
2) ...		
3) ...		

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



City Council of the City of Cordova, Alaska

Pending Agenda May 5, 2021 Regular Council Meeting

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

- 1) Fisheries Advisory Committee:**
 - re-auth res 01-20-04 approved Jan 15, 2020
 - auth res 04-03-45 approved Apr 16, 2003
 - 1-John Williams (fisheries educ/Mar Adv Prgm)
 - 3-vacant (processor rep)
 - 5-Chelsea Haisman (fish union/CDFU)
 - 2-Jeremy Botz (ADF&G)
 - 4-Jim Holley (marine transportation/AML)
 - 6-Tommy Sheridan (aquaculture)
- 2) Cordova Trails Committee:**
 - re-auth res 11-18-29 app 11/7/18
 - auth res 11-09-65 app 12/2/09
 - 1-Elizabeth Senear
 - 3-Dave Zastrow
 - 5-Wendy Ranney
 - 2-Toni Godes
 - 4-Ryan Schuetze
 - 6-Michelle Hahn
- 3) Fisheries Development Committee:**
 - authorizing resolution 12-16-43
 - reauthorization via Res 11-19-51
 - approved 11/20/2019
 - 1-Warren Chappell
 - 4-Gus Linville
 - 7- Ron Blake
 - 2-Andy Craig
 - 5-vacant
 - 8- John Whissel
 - 3-Bobby Linville
 - 6-Bob Smith

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

- 1) Prince William Sound Regional Citizens Advisory Council**
 - Robert Beedle** re-appointed March 2020 2 year term until March 2022
 - re-appointed June 2018
 - re-appointed March 2016
 - re-appointed March 2014
 - appointed April 2013
- 2) Prince William Sound Aquaculture Corporation Board of Directors**
 - Tom Bailer** re-appointed October 2018 3 year term until Sept 2021
 - appointed February 2017-filled a vacancy
- 3) Southeast Conference AMHS Reform Project Steering Committee**
 - Mike Anderson** appointed April 2016 until completion of project
 - Sylvia Lange** alternate

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-20-17**

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

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

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

1. Port and Harbor Renovations
 - a. South Harbor replacement (G, H & J floats priority)
 - b. Harbor basin expansion
 - c. General upgrades (north harbor sidewalks, waste oil building, harbor crane)
2. Upgrade Community Water Supply
3. Large Vessel Maintenance Facility
 - a. Shipyard building
 - b. Shipyard expansion and improvements
4. Public Safety Building
5. Road Improvements / ADA Sidewalk Improvements
 - a. Second Street
 - b. 6th & 7th Streets sidewalk/drainage project
 - c. Ferry terminal sidewalk
 - d. General street and sidewalk improvements


and;

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


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

PASSED AND APPROVED THIS 6th DAY OF MAY 2020








Clay R. Koplin, Mayor

ATTEST:


Susan Bourgeois, CMC, City Clerk

May 2021

CALENDAR MONTH **MAY**
 CALENDAR YEAR **2021**
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	1
2	3	4	5	6		8
			7:00 Council reg mtg CCAB			Shorebird May 6 - 9
9	10	11	12	13	14	15
		6:30 P&Z CCAB	6:00 Harbor Cms CCM 7:00 Sch Bd HSL			 CHS graduation May 15
16	17	18	19	20		22
			5:30 CTC Board Meeting		First Fish season opening tba	
			7:00 Council reg mtg CCAB			
23	24	25	26	27	28	29
			6:00 CEC Board Meeting			
		6:00 P&R CCM		6:00 CCMCAB HCR		
30	31	Notes				

Memorial Day
City Hall
Offices Closed

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

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

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

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

June 2021

CALENDAR MONTH **JUNE**
 CALENDAR YEAR **2021**
 1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	1	2 7:00 Council reg mtg CCAB	3	4	5
Cordova Cleanup Week						
6	7	8	9	10	11	12
13	14	15 6:30 P&Z CCAB	16 6:00 Harbor Cms CCM 7:00 Sch Bd HSL	17	18	19
20 SUMMER SOLSTICE I ♥ DAD	21 FLAG DAY	22	23 7:00 Council reg mtg CCAB 5:30 CTC Board Meeting	24	25	26
27	28	29	30 6:00 CEC Board Meeting	1 6:00 CCMCAB HCR	2	3
4	5	6 6:00 P&R CCM				

Notes

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

CCA-Community Rm A
CCB-Community Rm B
CCM-Mayor's Conf Rm
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 CTC - 3rd Wed
 P&R - last Tues
 CEC - 4th Wed
 CCMCA Bd - last Thurs

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

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
Mayor:	Clay Koplin	Mar 1, 2016 Mar 5, 2019	March-22
3 years	Mayor@cityofcordova.net		
Council members:			
Seat A:	Tom Bailer	March 5, 2019	March-22
3 years	CouncilSeatA@cityofcordova.net		
Seat B:	Cathy Sherman	March 3, 2020	March-23
3 years	CouncilSeatB@cityofcordova.net		
Seat C:	Jeff Guard	Mar 5, 2017 Mar 3, 2020	March-23
3 years	CouncilSeatC@cityofcordova.net		
Seat D:	Melina Meyer, Vice Mayor	March 2, 2021 March 6, 2018	March-24
3 years	CouncilSeatD@cityofcordova.net		
Seat E:	Anne Schaefer	March 2, 2021 March 6, 2018 December 6, 2017	March-24
3 years	CouncilSeatE@cityofcordova.net		
Seat F:	David Allison	March 5, 2019 March 1, 2016	March-22
3 years	CouncilSeatF@cityofcordova.net		
Seat G:	David Glasen	March 5, 2019	March-22
3 years	CouncilSeatG@cityofcordova.net		

elected by cncl

Cordova School District School Board - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell, President	Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-22
	bjewell@cordovasd.org		
3 years	Henk Kruithof	March 2, 2021	March-24
	hkruithof@cordovasd.org		
3 years	Tammy Altermott	Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-22
	taltermott@cordovasd.org		
3 years	Peter Hoepfner	Mar 7, 2006, Mar 3, 2009, Mar 6, 2012, Mar 3, 2015, Mar 6, 2018, Mar 2, 2021	March-24
	phoepfner@cordovasd.org		
3 years	Sheryl Glasen	Mar 4, 2014, Mar 7, 2017, Mar 3, 2020	March-23
	saglasen@cordovasd.org		

seat up for re-election in 2022 **vacant**

board/commission chair

seat up for re-appt in Nov 21

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

CCMC Authority - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	Greg Meyer, Chair CCMCBoardSeatA@cdvcmc.com	Jul 19, 2018, Mar 5, 2019	March-22
3 years	Janice Warga CCMCBoardSeatB@cdvcmc.com	elected by bd Mar 21	March-22
3 years	Linnea Ronnegard CCMCBoardSeatC@cdvcmc.com	Mar 6, 2018, Mar 2, 2021	March-24
3 years	Liz Senear CCMCBoardSeatD@cdvcmc.com	March 2, 2021	March-24
3 years	Kelsey Appleton Hayden CCMCBoardSeatE@cdvcmc.com	March 3, 2020	March-23

Library Board - Appointed

length of term		Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair	Nov '06, '10, '13, '16 & '19	November-22
3 years	Wendy Ranney	Apr '13, Nov '15, Nov '18	November-21
3 years	Sherman Powell	June '18, Feb '20	November-22
3 years	Ariisa Pearson	December-20	November-23
3 years	Krysta Williams	Feb '18, Dec '20	November-23

Planning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Nancy Bird, Chair	Nov '16, '19	November-22
3 years	Mark Hall, Vice Chair	Nov '19	November-22
3 years	Sarah Trumblee	Dec '20	November-23
3 years	John Baenen	Dec '12, Dec '15, Nov '18	November-21
3 years	Tom McGann	Feb '21	November-23
3 years	Chris Bolin	Sep '17, Nov '18	November-21
3 years	Trae Lohse	Nov '18, Dec '20	November-23

seat up for re-appt in Nov 21

seat up for re-election in 2022

vacant

board/commission chair

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

Harbor Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Mike Babic	Nov '17, Dec '20	November-23
3 years	Andy Craig	Nov '16, '19	November-22
3 years	Max Wiese	Mar '11, Jan '14, Nov '17, Dec '20	November-23
3 years	Ken Jones	Feb '13, Nov '16, Nov '19	November-22
3 years	Jacob Betts, Chair	Nov '15, '18	November-21

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney, Chair	Aug '14, Nov '15, Nov '18	November-21
3 years	Henk Kruithof	Nov '19	November-22
3 years	Ryan Schuetze	Aug '18	November-21
3 years	Kirsti Jurica	Nov '18	November-21
3 years	Marvin VanDenBroek	Feb '14, Nov '16, Nov '19	November-22
3 years	Karen Hallquist	Nov '13, '16, '19	November-22
3 years	Dave Zastrow	Sept '14, Feb '15, Nov '17, Dec '20	November-23

Historic Preservation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Cathy Sherman, Chair	Aug '16, Nov '19	November-22
3 years	Heather Hall	Aug '16, Feb '20	November-22
3 years	Sylvia Lange	Nov '19	November-22
3 years	John Wachtel	Aug '16, Nov '18	November-21
3 years	Wendy Ranney	Nov '18	November-21
3 years	Nancy Bird	Nov '17, Nov '18	November-21
3 years	Jim Casement	Nov '17, Dec '20	November-23

seat up for re-election in 2022

board/commission chair

seat up for re-appt in Nov 21

vacant