

Mayor

David Allison

Council Members

Tom Bailer

Cathy Sherman

Jeff Guard

Melina Meyer

Anne Schaefer

Kristin Carpenter

Ken Jones

City Manager

Helen Howarth

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

**Regular City Council Meeting
October 5, 2022 @ 7:00 pm
Cordova Center Comm Rooms
Agenda**



A. Call to order

B. Invocation, 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 David Allison, Council members Tom Bailer, Cathy Sherman, Jeff Guard, Melina Meyer, Anne Schaefer, Kristin Carpenter, and Ken Jones

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 Speaker
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 Report

G. Approval of Consent Calendar

5. Resolution 10-22-27..... (page 1)

A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a ten (10) year lease with Dutch Marine Industries, LLC, for a portion of Tract 1A, Ocean Dock Subdivision #2

6. Award of Contract to Insight Vision for Riezler Sewer Camera Inspection System..... (page 19)
per ITB PW 09-22 in the amount of \$80,221.39

7. Award of Contract to US Ecology Alaska LLC for Household Hazardous Waste Disposal...(page 22)
per ITB PW 10-22 in the amount of \$34,800

8. Minutes of the September 21, 2022 City Council Public Hearing..... (page 24)

9. Minutes of the September 21, 2022 Regular Council Meeting..... (page 25)

10. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absences of Council members **Cathy Sherman and **Melina Meyer** from the September 21, 2022 Regular Meeting**

H. Approval of Minutes - in consent calendar

I. Consideration of Bids/Proposals/Contracts – in consent calendar

J. Reports of Officers

11. Mayor's Report
12. City Manager's Report
 - a. South Harbor Rebuild update
13. City Clerk's Report

K. Correspondence..... (see *primer* for description page 28)

14. 9-19-22 DoT email regarding Draft Long-Range Transportation..... (page 29)
and Freight Plans available for public review and comment
15. 9-28-22 Public and Agency Notice for Aquatic Farmsite Lease Port Etches..... (page 30)
Farms, James Smith, ADL 233987

L. Ordinances and Resolutions – in consent calendar

M. Unfinished Business - none

N. New & Miscellaneous Business

16. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 32)

O. Audience Participation

P. Council Comments

Q. Executive Session

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

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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AGENDA ITEM # 5
City Council Meeting Date: 10/5/22
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, City Planner
DATE: 10/5/22
ITEM: Lease Agreement for a Portion of Tract 1A Ocean Dock Subdivision #2
NEXT STEP: Approve Resolution 10-22-27

☐ INFORMATION
☒ RESOLUTION

☐ MOTION
☐ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions: Approve Purchase agreement
Legal Description: Portion of Tract 1A Ocean Dock Subdivision #2
Lot Area: Approximate Area = 10,000 SF
Zoning: Waterfront Industrial District
Attachments: Resolution 10-22-27, Lease Agreement and Exhibits

II. RECOMMENDED ACTION / NEXT STEP: Staff suggest the following motion: “I move to approve Resolution 10-22-27.”

III. FISCAL IMPACTS: The city would increase revenue from lease payments as well as sales tax revenue from increase in business activities.

IV. BACKGROUND INFORMATION: Dutch Marine Industries, LLC (DMI), submitted a Letter of Interest in February of 2021 requesting to lease a portion of the City Shipyard to construct a warehouse to expand their boat repair business. The Planning Commission passed a motion 6-0 to recommend that the City Council approve the lease of the land to DMI. The City Council subsequently passed a motion 7-0 to negotiate a lease with DMI to lease the property for the purpose of constructing a warehouse for their boat repair business.

Staff now asks that the Council passes a resolution approving of the attached lease and allowing for the that lease to be executed by the City Manager.

2/24/21 – Received a letter of interest from Dutch Marine Industries, LLC

3/9/21 – At the Planning Commission Regular Meeting, the Commission recommended that City Council directly negotiate with DMI.

From the approved meeting minutes:

Letter of Interest from Dutch Marine Industries, LLC for a Portion of Tract 1A of the Ocean Dock Subdivision #2

M/Bolin S/McGann to recommend to City Council to dispose of a portion of Tract 1A, Ocean Dock Subdivision #2 as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with Dutch Marine Industries, LLC to lease or purchase the property.

Bolin said that it was good for the town. Part of the Comprehensive Plan was about industry like this which supports the fleet. The Harbor Commission was on board with this as well. ***McGann*** said they will have a chance to look at it with the Site Plan Review; they don't want another disaster like there was in the past. ***Lohse*** thought it was a great use of the area and had the same concerns. ***Hall*** thought it was a great use of the area. ***Trumblee*** was in support; her only concern was whether it could structurally withstand the weather in the area.

Upon voice vote, motion passed 6-0.

Yea: Bird, McGann, Bolin, Lohse, Hall, Trumblee

Absent: Baenen

3/17/21 – At the City Council Regular Meeting, Council chose to dispose of the property by directly negotiating a lease with DMI.

From the approved minutes:

Disposal and method of disposal for Portion of Tract 1A, Ocean Dock Sub #2

M/Schaefer S/Sherman to dispose of a portion of Tract 1A, Ocean Dock Subdivision #2 as outlined in Cordova Municipal Code 5.22.060 B by: 1. Negotiating an agreement with Dutch Marine Industries, LLC to lease or purchase the property.

Schaefer commented that they have the support of Planning and Harbor commissions on this so she will support, they are already working in town, this will allow them to work more effectively and support the fleet. ***Sherman*** agreed. All others also were in support.

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

V. LEGAL ISSUES: The lease has been reviewed by the City's legal counsel and has been giving the okay.

VI. SUMMARY AND ALTERNATIVES: City Council could choose to not approve the lease agreement as presented, direct staff to amend the lease agreement, or choose not to lease the property at all.

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-22-27**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEN (10) YEAR LEASE WITH
DUTCH MARINE INDUSTRIES, LLC, FOR A PORTION OF TRACT 1A, OCEAN DOCK
SUBDIVISION #2**

WHEREAS, it is in the City of Cordova's best interest to lease an approximately 10,000 square foot portion of tract 1A, Ocean Dock Subdivision #2 ("Property") to Dutch Marine Industries, LLC, for the use specified in the lease agreement; between the City of Cordova, Alaska ("City") and Dutch Marine Industries, LLC, attached to this resolution as Exhibit A ("Lease"); and

WHEREAS, the Planning Commission at their March 9, 2021 meeting recommended that city council lease the requested portion of tract 1A, Ocean Dock Subdivision #2; and

WHEREAS, the City Council at their March 17, 2021 meeting approved city staff to enter into negotiations with Dutch Marine Industries, LLC, to lease a portion of tract 1A, Ocean Dock Subdivision #2; and

WHEREAS, both City Council and Planning Commission agreed that the lease of the property to Dutch Marine Industries, LLC, would be beneficial to the City and the fishing fleet;

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

PASSED AND APPROVED THIS 5th DAY OF OCTOBER 2022

Tom Bailer, Vice Mayor

ATTEST:

Tina Hammer, Deputy Clerk

**CITY OF CORDOVA
Cordova, Alaska**

LEASE

THIS LEASE ("Lease"), dated as of the ___ day of _____, 202_ (the "Effective Date") by and between the **CITY OF CORDOVA ("Landlord")**, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and **DUTCH MARINE INDUSTRIES, LLC** doing business in Cordova, Alaska ("Tenant").

RECITALS

WHEREAS, the City owns a certain parcel of land and all improvements thereon in Cordova, Alaska generally described as a portion (approximately 10,000 Square Feet) of the South East Portion of Tract 1A, Ocean Dock Subdivision Addition #2 as shown more particularly in Exhibit A to this lease (referred to hereinafter as the "Premises"); and

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

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

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

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City hereby leases to Tenant and Tenant hereby leases from the City, the Premises, for the use(s) permitted under Section 4.

2. LEASE TERM

A. Term. The term of this Lease shall be five 10 years, commencing on the Effective Date and expiring ten (10) years later, at 11:59 pm on _____, unless earlier terminated in accordance with the terms of this Lease.

3.

A. Renewal. This Lease may be renewed for two (2) additional five (5) year terms so long as both parties agree in writing to the renewal at least 30 calendar days before the expiration of the Lease Term in effect at the time of renewal. The Tenant shall notify City at least 90 calendar days before the expiration of the Lease Term in effect if the Tenant intends to request renewal of the Lease.

4. RENT

A. Base Rent. The rent during the term of this Lease shall be Three Thousand One Hundred and Thirty Dollars (\$3,130.00) annually and paid in twelve (12) monthly installments (the "Base Rent") of two Hundred and sixty Dollars and Eighty-Three Cents (\$260.83), which shall be due and payable the 15th of every month. Base Rent shall be paid to the City in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address provided for notice to the City set forth in Section 22.E of this Lease, or at any other place that the City may from time to time direct in writing. Base

Rent shall be paid promptly when due without notice or demand therefor. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Tenant.

B. Additional Charges. In addition to the Base Rent, Tenant acknowledges and agrees that Tenant is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 8 and all other sums, costs, expenses, taxes (including 6% sales tax as that rate may be modified from time to time, which shall be paid by Tenant monthly at the same time Tenant makes its monthly payments of Base Rent to the City) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease (the "Additional Charges").

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

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

D. Adjustment of Base Rent. Beginning on the first anniversary of the Effective Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective. In no event shall any adjudgment result in a reduction in the amount of rent paid for the prior year. Adjustments shall apply and continue throughout the duration of the lease renewal period.

E. Security Deposit. Upon execution of this Lease, the City shall require Tenant to deposit with the City an amount equal to two months' rent (the "Security Deposit"). The Security Deposit shall be held by the City as security for the faithful performance by Tenant of all of Tenant's obligations under this Lease. If Tenant fails to pay the Base Rent, or a portion thereof, or otherwise defaults with respect to any provision of this Lease, after notice and beyond the expiration of any applicable cure period the City may use, apply or retain all or any portion of the Security Deposit for:

- (i) the payment of any rent or other sum in default;
- (ii) the payment of any other sum to which the City may become obligated by reason of Tenant's default; or
- (iii) to compensate the City for any loss or damage which the City may suffer thereby, including, but not limited to, any costs associated with moving and storage of Tenant's personal property (if any) remaining on the Premises beyond termination of the Lease. The City shall be free to commingle the Security Deposit with funds held in the City's own accounts, including accounts in which the City keeps other security deposits. If Tenant performs all of its obligations under this Lease, the Security Deposit, or so much thereof as has not been used, applied or retained by the City in accordance with this Section, shall be returned to Tenant, at the expiration of the term, and subject to Tenant relinquishing possession of the Premises, without payment of interest or other increment for its use, within thirty (30) days of Tenant's vacation of the Premises.

5. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to construction and operation of a facility used for vessel and other marine equipment maintenance and repair. As material consideration for this Lease, Tenant further agrees that:

(i) Tenant will be required to utilize and maintain a method of containment, approved by the city, to properly contain spills and prevent ground penetration. Activities that have the potential to create a spill, leak, or release of contaminants / hazardous materials are limited to within the approved containment area.

(ii) Tenant will be responsible for maintenance, clean up and removal of the containment material and legal disposal of such material and when sandblasting on the Premises, the work area will be encapsulated within the facility.

(iii) Tenant shall use drip pans or other containment devices for paints, solvents, or other hazardous materials.

(iv) Tenant will be responsible for the removal, disposal, and maintenance of snow shedding from roofs on the Premises.

Landlord expressly reserves the right to terminate this lease in the event Tenant fails to operate said use for a period of three (3) consecutive months

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

C. Compliance with Laws. Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent. Tenant shall not cause or permit any Hazardous Material (as defined in Section 10 of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Tenant's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Tenant shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health, and further agrees to indemnify, defend and hold the City harmless from and against any and a liabilities, claims or damages resulting from a release or discharge of Hazardous Materials on the Premises.

D. Tenant's Acceptance of Premises. Tenant has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Tenant may make of the Premises. Tenant accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent or employee of the City relating to or in furtherance of the lease of the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any

specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute §9.65.070, or any amendment thereto.

E. The City may terminate this Lease for any or no reason upon thirty (30) days' written notice to Tenant. The Tenant may terminate this Lease for any or no reason upon forty-five (45) days' written notice to City.

6. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

A. Development Plan. The attached development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached development plan by Tenant will be treated as an amendment to the Lease, requiring the prior written consent of both parties in accordance with Section 22.B. The Lease does not confer any approval from the Cordova Planning Commission regarding the development plan or substitute for any approval process required in Cordova Municipal Code. Rather it is Tenant's responsibility to ensure the development plan complies with all city code requirements and procedures. Tenant shall submit a formal application for site plan review of its development plan in accordance with the requirements of the CMC.

B. Substantial Completion. Tenant must substantially complete construction of the project set forth in the development plan attached as Exhibit B on or before the date which is three (3) years after the Lease's Effective Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s) outlined in the development plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Tenant can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Tenant has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Tenant fails to substantially complete the construction of the project set forth in the development plan on or before a date which is three (3) years after the Lease's Effective Date, Tenant will be in default of this Lease and the City may terminate the Lease and take any other action permitted under this Lease. The City may extend this period if the Tenant has shown a good faith effort to achieve substantial completion. This determination is at the sole discretion of the City.

6. REPRESENTATIONS AND WARRANTIES

Tenant represents and warrants to the City that Tenant (i) is not delinquent in the payment of any obligation to the City, (ii) has not previously breached or defaulted in the performance of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured; (iii) is a limited liability company organized and existing under the laws of the State of Alaska, and is and will remain duly organized and existing in good standing; and (iv) has authorized the execution of this Lease in accordance with the terms of its operating agreement and state law, and that the Lease constitutes a valid and binding obligation of the Tenant.

7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

Tenant shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent the City may withhold

in its absolute discretion. The City shall not be required to subordinate this Lease or the City's interest in the Premises to the interest of any other person or entity.

8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

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

9. LIENS

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

10. ENVIRONMENTAL

A. For purposes of this Section:

(i) Environmental Requirement shall mean any law, regulation, or legal requirement relating to health, safety, or the environment, now in effect or hereinafter enacted, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Toxic Substances Control Act (TSCA), the Federal Insecticide Fungicide and Rodenticide Act (FIFRA), the Resource Conservation and Recovery Act (RCRA), the Clean Air Act (CAA) and the Clean Water Act (CWA), the Occupational Safety and Health Act (OSHA) and all similar state and local laws, rules, regulations, and guidance, now in existence or hereinafter enacted, as each such law, rule, or regulation may be amended from time to time.

(ii) Environmental Hazard shall mean Hazardous Materials (as defined hereinafter), or the storage, handling, production, disposal, treatment, or release thereof.

(iii) Hazardous Material shall mean

(a) any hazardous waste, any extremely hazardous waste, or any restricted hazardous waste, or words of similar import, as defined in the Resource Conservation and Recovery Act (42 USC §6901 *et seq.*)

(b) any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601 *et seq.*)

(c) any toxic substances as defined in the Toxic Substances Control Act (15 USC §2601 *et seq.*)

(d) any pollutant as defined in the Clean Water Act (33 USC §1251 *et seq.*)

(e) gasoline, petroleum, or other hydrocarbon products or by-products

(f) asbestos

(g) any other materials, substances, or wastes subject to environmental regulation under any applicable federal, state, or local law, regulation, or ordinance now or hereafter in effect

(iv) Environmental Liabilities shall mean any liability, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, reasonable attorneys' fees, reasonable consultant fees, and reasonable expert fees), arising from or based on environmental contamination or the threat of environmental contamination, or noncompliance, or violation of, any Environmental Requirement and shall include, but not be limited to, liability arising from

(a) any governmental action, order, directive, administrative proceeding, or ruling

(b) personal or bodily injuries (including death) or damages to any property (including loss of use) or natural resources

(c) clean-up, remediation, investigation, monitoring, or other response action

(v) Environmental Release shall mean any release, spill, leak, discharge, injection, disposal, or emission of any Hazardous materials into the environment.

B. At all times during the term of the Lease, Tenant shall conduct its activities at the Premises, and shall ensure that any invitee of Tenant conducts its activities at the Premises in strict compliance with all applicable Environmental Requirements.

C. Notwithstanding any other provision of this Lease, Tenant agrees to indemnify and hold harmless Landlord, Landlord's successors and assigns, and Landlord's present and future officers, directors, employees, and agents, (collectively "Landlord Indemnitees") from and against any and all Environmental Liabilities, which Landlord or any or all of the Landlord Indemnitees, may hereafter suffer, incur, be responsible for, or disburse as a result of any Environmental Hazard at the Premises to the extent caused by or attributable to Tenant or Tenant's activities, or by any invitee of Tenant or by the activities of any invitee of Tenant.

D. Notwithstanding any other provision of the Lease, Landlord agrees to indemnify and hold harmless Tenant, Tenant's successors and assigns, and Tenant's present and future officers, directors, employees and agents (collectively "Tenant Indemnitees") from and against any and all Environmental Liabilities which Tenant or any of the Tenant Indemnitees may hereafter suffer, incur, be responsible for, or disburse as a result of any Environmental Hazard at the Premises to the extent caused by or attributable to Landlord or Landlord's activities, or by any invitee of Landlord or by the activities of any invitee of Landlord.

E. The provisions of this Section shall survive termination of this Lease.

11. INDEMNIFICATION

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

improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Premises, Tenant shall, at Tenant's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien, and providing the City with proof of the same. The indemnities provided by this Section shall survive termination of this Lease.

B. Environmental Indemnification. Tenant has had full opportunity to examine the Premises for the presence of any Hazardous Material (as defined Section 10 of this Lease) and accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. Tenant releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the term of this Lease, that result from the use, keeping, storage, or disposal of Hazardous Material in, on or about the Premises by Tenant, or that arise out of or result from Tenant's occupancy or use of the Premises or the use or occupancy of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Tenant agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept or brought on the Premises by Tenant, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives.

Tenant shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material which is on or from the Premises, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Tenant or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives. The indemnities provided by this Section shall survive termination of this Lease.

12. INSURANCE

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

A. Commercial general liability insurance in respect of the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,00.00) per accident or occurrence for bodily injury and death, and a minimum limit of liability of One Million Dollars (\$1,000,000.00) for property damage for each occurrence;

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

C. Contractors pollution liability insurance in respect of the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00)

D. Personal property insurance covering Tenant's trade fixtures, furnishings, equipment, and other items of personal property of Tenant located on the Premises; and

E. Workers compensation insurance, and such other insurance as is required by law.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Prior to commencement of the Lease term, Tenant shall provide the City with proof of the insurance required by this Section 12.

13. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Lease, at the option of the City, Tenant shall remove from the Premises, at Tenant's sole expense, all property Tenant has placed or caused to be placed on the Premises, Tenant shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Effective Date. All property which is not promptly removed by Tenant pursuant to the City's request and in any event within ninety (90) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses. Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Tenant and, upon expiration or earlier termination of the Lease and upon request of the City, Tenant shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Tenant's sole expense.

14. DEFAULT AND REMEDIES

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

(i) The failure to make payment when due of any installment of rent, additional rent, Additional Charges or of any other sum herein specified to be paid by the Tenant;

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

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

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

- (v) The abandonment or vacation of the Premises or any portion thereof;
- (vi) Execution, levy or attachment on Tenant's interest in this Lease or the Premises, or any portion thereof;
- (vii) The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Tenant's use or occupancy of the Premises; or
- (viii) The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Tenant. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Tenant perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

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

- (i) Distrain for rent due any of Tenant's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Tenant's personal property in a commercially reasonable manner. Tenant agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.
- (ii) Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Tenant's expense, all without service of notice or resort to legal process, which Tenant waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Tenant's default. If Tenant does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises and expel Tenant without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;
- (iii) Declare this Lease terminated;
- (iv) Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Tenant;
- (v) Recover an amount to be due immediately upon breach equal to the sum of all rent, Additional Charges and other payments for which Tenant is obligated under the Lease;
- (vi) Recover the costs of performing any duty of Tenant in this Lease;
- (vii) Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

15. SUBSIDENCE

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

16. VACATION BY TENANT

Upon the expiration or sooner termination of this Lease, Tenant shall peaceably vacate the Premises and the Premises shall be returned to the City by Tenant together with any alterations, additions or improvements made on or after the Effective Date, unless the City requests that they be removed from the Premises. Upon such vacation, Tenant shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within ninety (90) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses.

17. RESERVATION OF RIGHTS

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

18. SIGNS

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without approval of the City Manager first being obtained; provided, however, that this prohibition shall not apply to standard, directional, informational and identification signs of twenty (20) square feet or less in size. At the termination of this Lease, or sooner, all such signs, advertising matter, symbols, canopies or awnings, attached or painted by Tenant shall be removed from the Premises by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

19. HOLDING OVER

If Tenant with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Tenant terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22.040(c) or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month tenancy. If Tenant holds over without the City's express written consent, Tenant is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Tenant of a notice to quit.

20. EMINENT DOMAIN

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

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

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

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

21. COSTS

Tenant shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the preparation, operation and enforcement of this Lease.

22. MISCELLANEOUS

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

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

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

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

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

TO CITY:

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

TO TENANT:

Dutch Marine Industries, LLC
Attn: _____
P.O. Box 1784
Cordova, Alaska 99574

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

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

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach

shall effect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

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

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

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

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

L. Recordation of Lease. The parties agree that this Lease shall not be recorded, but upon the request of either party, the other party will join the requesting party in executing a memorandum of lease in a form suitable for recording, and each party agrees that such memorandum shall be prepared and recorded at the requesting party's expense.

M. Authority. Tenant represents that Tenant is a for-profit limited liability company duly organized, validly existing, and in good standing under the laws of the State of Alaska, and that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder.

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

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

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

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

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

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

CITY:

CITY OF CORDOVA

Dated: _____

By: _____
Its: City Manager

Attest: _____
City Clerk

TENANT:

Dutch Marine Industries, LLC

Dated: _____

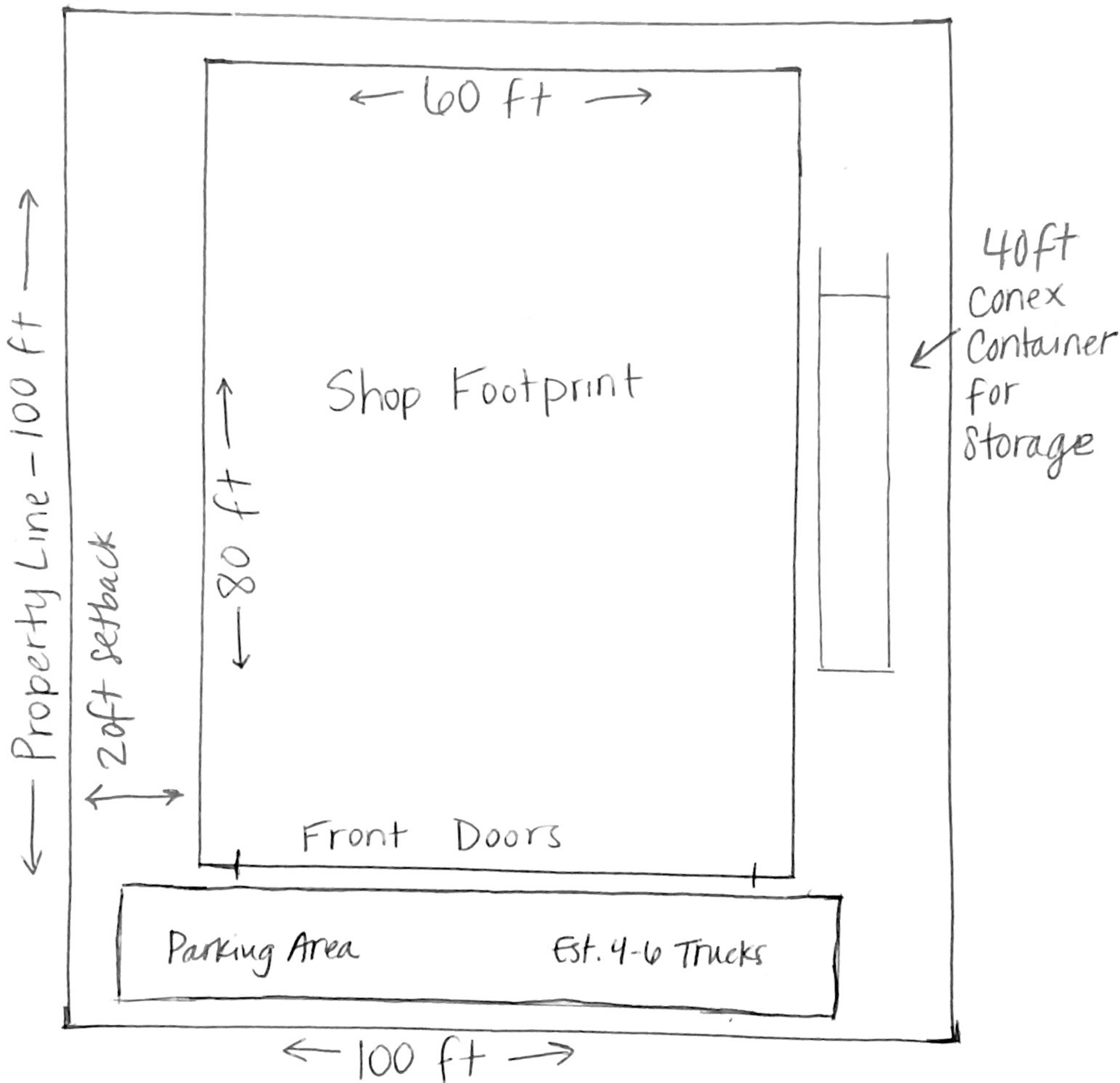
By: _____
Its: _____

DUTCH MARINE INDUSTRIES LEASE AREA LOCATION MAP

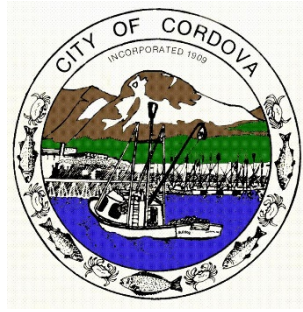


New England Cannery Rd.

S
E N W
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*Rear and side setbacks will be determined by IBC setback reqs. for construction type



AGENDA ITEM 6
City Council Meeting Date: 10/5/2022
CITY COUNCIL COMMUNICATION FORM

FROM: Malvin Fajardo, Superintendent of Facilities
DATE: 9/27/2022
ITEM: Award of ITB Contract to Insight Vision
NEXT STEP: Council authorizes the City Manager to negotiate this contract

_____ ORDINANCE
 X MOTION

_____ RESOLUTION
_____ INFORMATION

I. REQUEST OR ISSUE: This form constitutes the memorandum required per Code 5.12.040 setting forth the following:

- A. Identity of Contractor: Insight Vision
- B. Contract Price: \$80,221.39
- C. Nature & quantity of the work that the City shall receive under the contract:

Insight Vision will ship the Riezler Sewer Camera Inspection System to Cordova (FOB). The Riezler Sewer Inspection System comes with a remote-control operated crawler camera, pan-tilt camera head, a motorized self-propelled 500 ft cable reel, two sets of different size tires to navigate a variety of terrain, an elevator that will allow the camera to be centered in a variety of different diameter pipes. A locating sender aids in mapping the sewer pipes. The camera digitally records video, captures still pictures, and stores them in the internal module. The data can be transferred to an external hard drive or thumb drive and quickly filed and shared with other entities.

- D. The time for performance under the contract.

It is anticipated that this contract will be completed no later than December 02, 2022.

II. RECOMMENDED ACTION / NEXT STEP: Council suggested a motion “to direct the City Manager to negotiate a contract with *Insight Vision*, to provide & ship a Riezler Sewer Inspection System to Cordova for a sum of not to exceed Eighty Thousand, Two Hundred Twenty-One

dollars, and Thirty-Nine cents (\$80,221.39).

III. FISCAL IMPACTS:

The contract will be paid:

335-420-55010 ARPA \$55,221,.00

Sewer Depreciation fund 704-400-54032 \$15,000.00,

Streets Maintenance fund 101-605-54020 \$10,000.00,

IV. BACKGROUND INFORMATION:

Cordova's sewer infrastructure is aging. There have been limited upgrades, with the last considerable rehab effort in the core downtown area occurring over 30 years ago. This rehab did not include removing sump pumps and roof drains that were previously routinely plumbed into the sewer lines. This and aging mains which tend to separate and deteriorate over time, cause Inflow and Infiltration (I&I)

Inflow occurs when rainwater is misdirected into the sanitary sewer system instead of storm sewers. Examples include roof drains, sump pumps, and manhole covers. To remedy inflow, improper sanitary sewer connections must be removed, and manhole covers reset and sealed. Infiltration occurs when groundwater seeps into the sanitary sewer system through cracks or leaks in the sewer pipes. The cracks or leaks may be caused by age-related deterioration, earthquakes, loose joints, or root infiltration. The infiltration remedy is to repair or replace the leaking infrastructure.

I&I results in excessive flows into the sewer systems and the wastewater treatment plant. I&I affects the quality of the wastewater to be treated, maximizes the capacity of Cordova's sewer mains and wastewater treatment plant, and ultimately the rates to operate and maintain them.

The Riezler Sewer Inspection Camera System will also help us determine areas that may need additional routine maintenance. Locating and mapping bellies (low spots), and Fat-Oil-Grease (FOG) build-up in the sewer pipes, both of which restrict sewer flow or plug the sewer pipes, can receive additional maintenance until the issues can be solved. The vac truck and jetter can be used to clear FOG and clean out bellies once they have been identified and located. As funds and time allow, pipes can be replaced or slipped lined to eliminate bellies, cracks, and loose joints.

The street department can also use the Inspection Camera System. The package comes with an elevator that allows the camera to sit up higher and record footage in the middle of the larger diameter storm drain pipes. The package also includes unique tires that navigate through the corrugated pipes and debris common in storm drains. The camera will help identify and locate partially collapsed pipes and debris jams. Collapsed pipes can be repaired, and debris can be blown out with the Vac truck and the jetter.

..

The 2006 sewer camera has poor video quality (static, dampness), making it difficult to determine where and what is being recorded. The current sewer camera is bracket mounted on wheels, and the camera is manually pushed into the pipes for a maximum of 80 feet. The camera records via a VHS tape which is obsolete, low quality, and makes it difficult to share videos with other entities.

The Riezler Sewer Inspection System comes with a remote-control operated crawler camera, pan-tilt camera head, a motorized self-propelled 500 ft cable reel, two sets of different size tires to navigate a variety

of terrain, an elevator that will allow the camera to be centered in a variety of different diameter pipes. A locating sender aids in the mapping of the sewer pipes. The camera digitally records video, captures still pictures, and stores them in the internal module. The data can be transferred to an external hard drive or thumb drive and quickly filed and shared with other entities.

The camera will provide critical data and support for sewer and street infrastructure project grant applications. Documenting the extent of I&I and its sources will be vital in defining projects and estimating project costs. Documenting storm drain failures through video and mapping will provide powerful images for the applications.

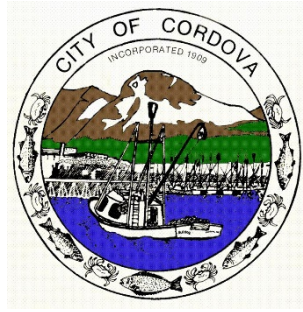
With its ability to aid in mapping, the camera will also facilitate updating and keeping accurate records for both departments.

The first use of the camera will be to supply ADOT with precise information on where and how much I&I needs to be fixed on Second Street to be included in the design and bid. I&I is an issue that has federal funding for repairs and is a part of the Second Street grant award. The video will provide data to help create design and bid documents accurately.

The next five years of infrastructure grants provide the City with an unheard-of opportunity to upgrade, repair, and replace its aging infrastructure. The camera will create data that will help us be competitive for federal grants and increase our possibilities of being awarded infrastructure money.

V. LEGAL ISSUES: This adheres to the City Code 5.12.130 - Competitive sealed proposals and this memo reflect requirements of 5.12.040.

VI. SUMMARY AND ALTERNATIVES: Council could choose not to approve the contract.



AGENDA ITEM 7
City Council Meeting Date: 10/5/2022
CITY COUNCIL COMMUNICATION FORM

FROM: Aaron Muma, Refuse Dept. Supervisor
DATE: 9/29/22
ITEM: Award of ITB Contract to US Ecology Alaska LLC
NEXT STEP: Council authorizes the City Manager to negotiate this contract

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: This form constitutes the memorandum required per Code per 5.12.040 setting forth the following:

- A. Identity of Contractor: **US Ecology Alaska LLC**
B. Contract Price: **\$34,800**
C. Nature & quantity of the work that the City shall receive under the contract:

US Ecology Alaska LLC will label individual containers, oversee load shipping container, provide shipping papers, transport, and dispose of 17 - 1 cubic yard boxes of oil-based paint and 6 - 1 cubic yard boxes of latex paint.

- D. The time for performance under the contract.

It is anticipated that this contract will be completed no later than December 15, 2022.

II. RECOMMENDED ACTION / NEXT STEP: Council suggested motion “to direct the City Manager to negotiate a contract with US Ecology Alaska LLC, to label, load, provide shipping papers, transport, and dispose of 17 - 1 cubic yard boxes of oil-based paint and 6 - 1 cubic yard boxes of latex paint for a sum of not to exceed thirty four thousand and eight hundred dollars (\$34,800).”

III. FISCAL IMPACTS: The contract will be paid from the Refuse Dept. Professional Services line item

505-400-52180.

IV. BACKGROUND INFORMATION:

The Refuse Department collects household hazardous waste throughout the year free of charge to residents and ships the materials as needed, typically every 2 to 3 years. Contractors are utilized to help identify waste as needed, categorize waste to meet all shipping requirements, and for final disposal in their Chemical Waste Landfills.

V. LEGAL ISSUES: This adheres to the City Code 5.12.130 - Competitive sealed proposals and this memo reflect requirements of 5.12.040.

VI. SUMMARY AND ALTERNATIVES: Council could choose not to approve the contract.

**City Council Public Hearing
September 21, 2022 @ 6:45 pm
Cordova Center Community Rooms
Minutes**

A. Call to order

Mayor David Allison called the Council public hearing to order at 6:45 pm on September 21, 2022, in the Cordova Center Community Rooms.

B. Roll call

Present for roll call were **Mayor David Allison** and Council members **Tom Bailer, Jeff Guard, Anne Schaefer, Kristin Carpenter** and **Ken Jones**. Council members **Cathy Sherman** and **Melina Meyer** were absent. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois**.

C. Public hearing

1. Ordinance 1202 An ordinance of the Council of the City of Cordova, Alaska, enacting Section 5.22.030 codifying the Land Disposal Map process to increase public awareness of municipal land status

2. Ordinance 1203 An ordinance of the Council of the City of Cordova, Alaska, amending Cordova Municipal Code Sections 1.04.255, 1.20.010, 2.06.030, 2.18.050, 2.24.020, 2.56.017, 3.14.020, 3.40.090, 4.12.030, 5.12.110, 5.14.020, 5.24.040, 5.32.080, 5.32.150, 5.36.110, 5.40.150, 10.52.030, 10.52.050, 10.54.040, 10.54.070, 11.32.050, 13.24.030, 17.24.040, 18.68.030 and 18.72.080 to define the terms "publish" and "publication" and to clarify the notice and publication requirements under the Cordova Municipal Code

Mayor Allison opened the hearing up for public testimony on the two ordinances. Hearing no testimony, he recessed the public hearing at 6:48 pm. The public hearing was brought back into session at 6:55 pm and there still was no public testimony.

D. Adjournment

Hearing no objection **Mayor Allison** adjourned the public hearing at 6:56 pm.

Approved: October 5, 2022

Attest: _____

Tina Hammer, Deputy Clerk

**Regular City Council Meeting
September 21, 2022 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes**

A. Call to order – **Mayor David Allison** called the Regular City Council Meeting to order at 7:00 pm on September 21, 2022, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance – **Mayor Allison** led the audience in the Pledge of Allegiance.

C. Roll call - Present for roll call were **Mayor David Allison** and Council members **Tom Bailer**, **Jeff Guard**, **Anne Schaefer**, **Kristin Carpenter** and **Ken Jones**. Council members **Cathy Sherman** and **Melina Meyer** were absent. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois**.

D. Approval of Regular Agenda – **M/Bailer S/Schaefer** to approve the agenda.

M/Carpenter S/Schaefer to amend by removing item 7 from the agenda.

Carpenter said that is a contract for under \$25,000 which is the Manager's spending authority, and it doesn't need to be approved by Council.

Vote on the motion to amend: 5 yeas, 0 nays, 2 absent (Sherman, Meyer). Motion was approved.

Vote on the main motion as amended: 5 yeas, 0 nays, 2 absent (Sherman, Meyer). Motion was approved.

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

F. Communications by and Petitions from Visitors

Mayor Allison offered City Manager **Howarth** the floor for a short report that her staff wanted to give. **Howarth** said in his short time as Chief, Chief of Police **Andrew Goss** has instituted some great morale boosting activities and has done some restructuring at the police department. **Goss** announced that he recently promoted Officer Hayden to **Sergeant Hayden**. He offered words of praise to **Hayden** and there was applause from the audience.

1. Guest speakers, **Kristin Carpenter**, Executive Director of the PWSEDD and **Rebecca Braun** of the McKinley Research Group presented on the PWS Ferry Authority Feasibility Study which is currently underway.

2. Audience comments regarding agenda items: none

3. Chairpersons and Representatives of Boards and Commissions - **Dr. Hannah Sanders**, CEO of CCMC reported: 1) we are a struggling rural hospital but not struggling as badly as we have been in the past; 2) great news, **Dr. Gloe** has decided to remain in Cordova – between **Gloe** staying on and our other 2 providers **Henneker** and **Woulk** – they've been here for 5+ years which is great continuity for patients; 3) since she's been in charge at CCMC, there is something new she finds every day or every month that is a new problem that gives her the chance/opportunity to fix and improve; 4) she is beginning work on budget and will be back to council in the next month or month and half with a budget request. Questions/comments: **Carpenter** said it is a huge accomplishment to have the continuity of providers at CCMC, she is appreciative of the stability. **Schaefer** asked about Covid boosters – **Dr. Sanders** sad at the clinic setting people can come in for the bivalent Pfizer booster, flu vaccines are not yet available in town.

4. Student Council Report – no report

G. Approval of Consent Calendar

5. Minutes of the September 7, 2022 Regular City Council Meeting

Vote on the Consent Calendar: 5 yeas, 0 nays, 2 absent. Meyer-absent; Carpenter-yes; Bailer-yes; Guard-yes; Sherman-absent; Jones-yes; and Schaefer-yes. Consent Calendar was approved.

H. Approval of Minutes -in consent calendar

I. Consideration of Bids/Proposals/Contracts

6. Award of Contract to Envirosafety/Public Safety Center for 23 sets of Fire PPE for \$41,991.52

M/Bailer S/Schaefer to direct the City Manager to negotiate a contract with Envirosafety/Public Safety Center to purchase 23 sets of Fire PPE for a sum not to exceed \$41,991.52.

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

~~7. Award of Contract to Trailer Craft of Anchorage for a snowplow for an Emergency Vehicle for \$10,200 (this item was removed from the agenda)~~

J. Reports of Officers

8. Mayor's Report – **Mayor Allison** said that **Tommy Sheridan** is the Cordova rep on the Alaska Mariculture Alliance, and we should discuss at Pending Agenda maybe officially appoint him, since that board structure may be changing, and he is currently on the executive committee.

9. Manager's Report – City Manager **Helen Howarth** reported: 1) she has a budget calendar in the packet – with holidays and when the meetings fall – she is hoping to adopt the budget at the December 7 meeting; 2) harbor bond should be finalized on next Wednesday – all docs being gathered and signed and mailed; she asked **Tony Schinella** for a South Harbor update:

a. South Harbor Rebuild update – **Schinella** reported that the RFP will be out on Friday – September 23 – 45-day time frame and then we will be back to ask for approval. Council Questions: **Bailer** asked about the project construction start date – **Schinella** said approximately Oct 1 next year, about 1 year from now. Substantial completion slated for April '24 and final completion would be June '24.

b. Financial Report through 08-31-22

10. City Clerk's Report – **Bourgeois** reported: 1) board and commission vacancies come up in Nov – she will begin advertising that hoping to appoint at first December meeting; 2) Update on foreclosures – we have foreclosed on 2 properties (same owner) – are awaiting the recordation of the Clerk's deed then Council will have to take action regarding the property; 3) AML conference is December 7-10 – if anyone wants to attend, please reach out.

K. Correspondence

11. 8-26-22 Final SEIS from Dept of Navy on training exercise in Gulf

12. 9-2-22 Email from J. Burton regarding proposed kelp farm/mariculture lease

13. 9-7-22 Agency Review for Land Use Permit, NVE in Sheep Bay

14. 9-7-22 Email from T. Sheridan reiterating interest in Harbor Com appointment

15. 9-16-22 Public and Agency Notice for Aquatic Farmsite Lease Wild Blue Mariculture, Amber Morris, ADL 233817

L. Ordinances and Resolutions

16. Ordinance 1202 An ordinance of the Council of the City of Cordova, Alaska, enacting Section 5.22.030 codifying the Land Disposal Map process to increase public awareness of municipal land status – 2nd reading

M/Schaefer S/Bailer to adopt Ordinance 1202 An ordinance of the Council of the City of Cordova, Alaska, enacting Section 5.22.030 codifying the Land Disposal Map process to increase public awareness of municipal land status

Schaefer said she is in support. **Bailer** said he supports it as well, last time we discussed, his only comment would be that if this is taking substantial staff time that staff consider that when setting fees and rates for next budget year.

Vote on the motion: 5 yeas, 0 nays, 2 absent. Bailer-yes; Jones-yes; Schaefer-yes; Carpenter-yes; Guard-yes; Meyer-absent; and Sherman-absent. Motion was approved.

17. Ordinance 1203 An ordinance of the Council of the City of Cordova, Alaska, amending Cordova Municipal Code Sections 1.04.255, 1.20.010, 2.06.030, 2.18.050, 2.24.020, 2.56.017, 3.14.020, 3.40.090, 4.12.030, 5.12.110, 5.14.020, 5.24.040, 5.32.080, 5.32.150, 5.36.110, 5.40.150, 10.52.030, 10.52.050,

10.54.040, 10.54.070, 11.32.050, 13.24.030, 17.24.040, 18.68.030 and 18.72.080 to define the terms “publish” and “publication” and to clarify the notice and publication requirements under the Cordova Municipal Code – 2nd reading

M/Schaefer S/Carpenter to adopt Ordinance 1203 An ordinance of the Council of the City of Cordova, Alaska, amending Cordova Municipal Code Sections 1.04.255, 1.20.010, 2.06.030, 2.18.050, 2.24.020, 2.56.017, 3.14.020, 3.40.090, 4.12.030, 5.12.110, 5.14.020, 5.24.040, 5.32.080, 5.32.150, 5.36.110, 5.40.150, 10.52.030, 10.52.050, 10.54.040, 10.54.070, 11.32.050, 13.24.030, 17.24.040, 18.68.030 and 18.72.080 to define the terms “publish” and “publication” and to clarify the notice and publication requirements under the Cordova Municipal Code

Schaefer said this was discussed last time, she is in favor. **Carpenter** said ditto – the attorney’s memo states that this doesn’t change the City’s obligation to notice or the timelines within which we must notices it just talks about the media which can be used for the notice.

Vote on the motion: 5 yeas, 0 nays, 2 absent. Sherman-absent; Guard-yes; Jones-yes; Schaefer-yes; Carpenter-yes; Bailer-yes; and Meyer-absent. Motion was approved.

M. Unfinished Business – none

N. New & Miscellaneous Business

18. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists

Bourgeois said she’d put the Alaska Mariculture Alliance City representative issue on PA for a future meeting after **Mayor Allison** got us more information. Work session and staff work update on housing was added to PA for January, after budget.

O. Audience Participation - none

P. Council Comments

Carpenter echoed earlier comments about stability of providers at CCMC; good work on code revisions, always important that code matches what we have in practice for our procedures

Schaefer congratulated **Sergeant Hayden**; thanked **Sam** and **Tony** for getting the Harbor Project RFP almost to the finish line.

Guard echo staff comments – especially glad to see **Hayden** recognized for his dedication to the department; on the budget schedule he thinks the turnaround time for comments/revisions before the next work session will be difficult. He doesn’t think we need more budget meetings just longer overall process to allow more time between.

Jones congrats to **Sergeant Hayden** – looks forward to public comment and participation.

Bailer echoed things said before him and is grateful to hear Dr. Gloe will be sticking around.

Mayor Allison praised City and State staff both who did a great job after that last rain dump where the emergency washout on the CR Highway happened. He saw **Sergeant Hayden** out there directing traffic and getting soaked – all the crews did a great job.

Q. Executive Session – none

R. Adjournment

M/Bailer S/Schaefer to adjourn the meeting.

Hearing no objection **Mayor Allison** adjourned the meeting at 7:56 pm.

Approved: October 5, 2022

Attest: _____
Tina Hammer, Deputy Clerk

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.

Susan Bourgeois

From: Alaska DOT and PF <dotpf.announcement@service.govdelivery.com>
Sent: Friday, September 16, 2022 4:23 PM
To: Susan Bourgeois
Subject: Draft Statewide Long Range Transportation Plan & Freight Plan and Virtual Public Meeting



Draft Plan Public Review & Comment with Virtual Public Meeting

Your input has helped shape the Draft Long-Range Transportation Plan and Freight Plan – and they’re now ready for public comment and review! View Virtual Public Meeting #3 to learn about the draft plans’ goals and actions and how they will guide transportation in Alaska for the next 25 years:

<https://arcg.is/15vmm2>.

Then submit comments about the draft plans to the project team by October 31, 2022. The project team will review the comments and develop final plans, which will be made available following approval.

Alaska Moves 2050 provides the long-term goals, policies, and decision-making framework to guide DOT&PF investment in and stewardship of Alaska's transportation and freight systems over the coming years.

For more information, visit www.alaskamoves2050.com

You can also contact us at:

Eric Taylor, Statewide LRTP Manager, Department of Transportation & Public Facilities at (907) 465-8958 or eric.taylor@alaska.gov.

A memo from Susan Bourgeois, CMC, City Clerk

DATE: September 28, 2022

TO: Mayor and City Council, public

SUBJECT: Agency and Public review period for preliminary decision
regarding Aquatic Farmsite leases near Cordova

Steps in this process:

1. A business or citizen requests a lease from State of Alaska Department of Natural Resources, specifically, Division of Mining Land and Water.
2. Agencies are made aware of the full project scope and a 20-day agency review period begins
3. The Division makes a preliminary ruling on the request and then a 30-day agency and public review period ensues.

The City Clerk receives notice first when the agency review period opens – the full project application is put into a council packet for Council review and Council can direct staff to comment.

After the Division of Mining, Land and Water makes a preliminary decision on the lease request, the Clerk receives notice again and puts the one-page public notice into a Council packet under correspondence. The one-page notice has a link to the website where the text of the preliminary decision can be read as well as the full project packet can be reviewed. This one-page public notice also gives the public direction and timelines for making comments.

This aquatic farmsite lease was before Council on June 1, 2022 when the Agency review period was open and now this is in correspondence for tonight's meeting because the 30-day *agency and public comment period* is open – deadline for comments October 28, 2022.

DNR has a website explaining this process:

<https://dnr.alaska.gov/mlw/aquatic/application/>

State of Alaska
Department of Natural Resources
Division of Mining, Land & Water
Southcentral Regional Land Office
550 W. 7th Ave., Suite 900C
Anchorage, AK 99501-3577

ADL 233987
Aquatic Farmsite Lease
Port Etches Farms
Port Etches, Hinchinbrook Island (USGS Quad Map Cordova B-7)

Public and Agency Notice
Pursuant to AS 38.05.945

Subject to AS 38.05.083, the Southcentral Regional Land Office (SCRO) has made a Preliminary Decision to offer a 10-year lease to James O. Smith dba Port Etches Farms for 40.0 acres, more or less, of state-owned tide and submerged lands for the operation of an aquatic farmsite for the purpose of cultivating sugar kelp, ribbon kelp, bull kelp, and dulse/stiff red ribbon kelp. The location of the project area is further described as being within the W1/2 of Section 3 and E1/2 of Section 4, Township 18 South, Range 8 West, Copper River Meridian, within Port Etches, on the southwest side of Hinchinbrook Island, approximately 28.6 miles southwest of the city of Cordova, Alaska.

The public and agencies are invited to review and comment on this proposed project. A copy of the decision can be found at <https://aws.state.ak.us/OnlinePublicNotices/default.aspx> or is available in hardcopy upon request. Questions concerning how to comment should be directed to Kate Dufault at (907) 269-8618 or by e-mail at kate.dufault@alaska.gov or by fax to (907) 269-8913. **All comments must be received in writing at the above listed mailing address or e-mail on or before October 28, 2022.** To be eligible to appeal DNR's Final Decision, under AS 38.05.035(i)-(m), a person must have submitted written comments during this comment period.

The State of Alaska, Department of Natural Resources, complies with Title II of the American with Disabilities Act of 1990. Individuals with audio impairments that have questions concerning this PD may call Relay Alaska at 711 or 1-800-770-8973 for assistance at no cost.

DNR reserves the right to waive technical defects in this publication.

Pending Agenda (PA) Primer

What is Pending Agenda?

A list of topics that Council wants to explore in the future (these are Pending, for an Agenda).

These topics might be worthy of an agenda item at a regular/special meeting (if there is a specific action being requested).

These topics might be worthy of a work session when Council can discuss at more length and come to a consensus about direction to staff to bring an action back.

How do you get something ON Pending Agenda?

During PA, a Council member can suggest a topic to add to PA. At that time, a second Council member, the Mayor or the City Manager can act as the second who agrees to add the item to the Pending Agenda List.

How do you get something OFF Pending Agenda?

During PA, a Council member can mention a topic that is on the list of topics and name a **specific date** to hear the item, either as an action item on a regular/special meeting or as a discussion item for a work session. If this occurs, a second member is still required, and the member(s) should clearly articulate the action intended or the specific topic for discussion and set a specific date.

Quarterly, we will go through all the items listed on PA and purge the ones that no longer seem practical or that have been handled already.

What is NOT appropriate for Pending Agenda?

Sometimes items are considered for PA but are more appropriately tasks for the Clerk or Manager. These items might warrant Council action in the future, and if so, will be brought back when that is necessary. A consensus of the entire body is required to task the Manager or Clerk with something specific.

The PA part of the meeting sometimes becomes a more detailed discussion of an item being proposed. Council should refrain from the extraneous discussion of a topic at this time and instead clearly state the item, get agreement of a second, and it will be added to the list. Obviously, sometimes a short discussion is required in order to articulate the detail of what is being added.



City Council of the City of Cordova, Alaska

Pending Agenda

October 5, 2022 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) Plan/schedule for departmental site visits/work sessions/state of the dept reporting 3/17/2021
- 2) Ordinance change (**Title 4**) before a new CBA gets negotiated - so Council has a role in approval process 2/17/2021
- 3) Public Safety Resources - discussion 1/20/2021
- 4) City addressing - ongoing project 2022 11/4/2020
- 5) City Manager authority re: purchases/contracts and whether budgeted/unbudgeted - **new finance director** 2/19/2020
- 6) Council discussion/direction to Planning and Zoning Commission re sale of City owned residential lots 11/3/2021
 - * this to occur in 2022 when Planning Commission begins work on land disposal maps
- 7) Council discussion about incentives for investment in Cordova 11/3/2021
- 8) Revenues/financial planning/sales tax cap discussion 12/1/2021
- 9) Res to legislature supporting adoption of stricter punishment for drug sales that cause overdose deaths 6/15/2022
- 10) Joint Work Session with Harbor Commission when City Project Team deems it necessary 7/6/2022
- 11) Code update of Chapter 5.40 Sales Tax 8/3/2022
- 12) Alaska Mariculture Alliance - city rep appointment after bylaw changes - update from Mayor 9/21/2022

B. Resolutions, Ordinances, other items that have been referred to staff

date referred

- 1) **Res 03-22-05** adopting 2022 land disposal maps-referred until amendments to 5.22 come before Council 3/2/2022
 - 5.22 amendments via ord 1202 will be effective end 10/22 - will approve new land maps 1/23
- 2) **Disposal of PWSSC Bldg** - referred until more of a plan for north harbor so the term of RFP would be known 1/19/2022
- 3) **Res 11-21-42** placing ballot prop to change Council seats to undesignated (after 2022 state election) 11/17/2021
- 4) **Res 03-21-13** support for snow avalanche and landslide hazards assessment 3/17/2021
- 5) Disposal of **ASLS 79-258** - motion to put out for proposals was referred to staff after an e.s. 9/16/2020
- 6) **Res 05-20-18** re CCMC sale committee 5/6/2020
- 7) **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 (03-22-03) 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: some are in 4/20/22 others will be in 5/4/22 packet for 1Q

10/19/2022	1/18/2023	4/19/2023	7/20/2023
-------------------	------------------	------------------	------------------
- 3) Joint City Council and School Board Meetings - twice per year, April & October
 - 6pm before Council mtg **5/3/2023**
 - 6pm @ CHS before Sch Bd mtg **Oct. or Nov. 2022**
- 4) Clerk's evaluation - each year in **Feb** (before Council changeover after election) - next **Feb '23**
- 5) Manager's evaluation - each year in **Jan** - next one Jan '23
- 6) In **May** each year City will provide public outreach regarding beginning of bear season photo by Wendy Ranney
- 7) Council worksession about housing shortage/progress staff has made towards solutions - **Jan 23**



D. Council adds items to Pending Agenda in this way:

item for action	tasking which staff: Manager/Clerk?	proposed date
1) ...		
2) ...		
3) ...		

Mayor Allison 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

October 5, 2022 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 2022
re-appointed March 2020
re-appointed June 2018
re-appointed March 2016
re-appointed March 2014
appointed April 2013 | 2 year term until March 2024 |
| 2) Prince William Sound Aquaculture Corporation Board of Directors

Tom Bailer | re-appointed October 2021
re-appointed October 2018
appointed February 2017-filled a vacancy | 3 year term until Sept 2024 |

**CITY OF CORDOVA, ALASKA
RESOLUTION 03-22-03**

**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
 - a. Extend City water supply to 6-mile
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

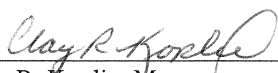
and;

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.

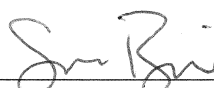
PASSED AND APPROVED THIS 2nd DAY OF MARCH 2022





Clay R. Koplin, Mayor



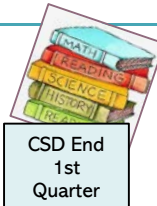

ATTEST:



Susan Bourgeois, CMC, City Clerk





October 2022

CALENDAR MONTH **OCTOBER**
CALENDAR YEAR **2022**
1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
25	26	27	28	29	30	1	
		<div>HISPANIC/LATINX HERITAGE MONTH</div> <div>Sept 15 - Oct 15</div>			<div>POSTSEASON</div>		
2	3	4		6	7	8	
	<div></div> <div>Indigenous Peoples Day CSD Holiday</div>		<div>7:00 Council reg mtg CCAB</div>				
9	10	11	12	13	14	15	
		<div>6:30 P&Z CCAB</div>	<div>6:00 Harbor Cms CCM 7:00 Sch Bd HSL</div>				
16	17	18	19	20	21	22	
		<div></div> <div>Alaska Day Holiday City Offices closed</div>	<div>7:00 Council reg mtg CCAB</div>		<div></div> <div>CSD End 1st Quarter</div>		
23	24	25	26	27	28	29	
		<div>----- absentee voting @ Cordova Center Atrium Oct 24 - Nov 7 M-F 8a-4:30p -----</div>					
		<div>6:00 P&R CCM</div>		<div>6:00 CCMCAB HCR</div>			
			<div>6:00 CEC Board Meeting</div>				
30	31	<div>Notes</div> <div>Legend: CCAB-Community Rms A&B HSL-High School Library</div> <div>CCA-Community Rm A CCB-Community Rm B CCM-Mayor's Conf Rm CCER-Education Room</div> <div>LN-Library Fireplace Nook CRG-Copper River Gallery HCR-CCMC Conference Room</div> <div>Cncl - 1st & 3rd Wed P&Z - 2nd Tues SchBd, Hrb Cms - 2nd Wed CTC - 3rd Tues P&R - last Tues CEC - 4th Wed CCMCA Bd - last Thurs</div>					
	<div></div>						

November 2022

CALENDAR MONTH	NOVEMBER
CALENDAR YEAR	2022
1ST DAY OF WEEK	SUNDAY

Sunday	M onday	Tuesday	Wednesday	Thur sday	Friday	Satur day
30	31	1	2	3	4	5
----- absentee voting @ Cordova Center Atrium Oct 24 - Nov 7 M-F 8a-4:30p -----						
6	7	8	9	10	11	12
		 6:30 P&Z CCAB	7:00 Council reg mtg CCAB 6:00 Harbor Cms CCM 7:00 Sch Bd HSL		Veteran's Day Holiday City Offices closed 	
13	14	15	16	17	18	19
20	21	22	23	24	25	26
			7:00 Council reg mtg CCAB			
			6:00 CEC Board Meeting		Thanksgiving Holiday City Offices closed 11/24 & 11/25	
27	28	29	30	1	2	3
		6:00 P&R CCM		6:00 CCMCAB HCR		
4	5	Notes				
		Legend: CCAB-Community Rms A&B HSL-High School Library	CCA-Community Rm A CCB-Community Rm B CCM-Mayor's Conf Rm CCER-Education Room	LN-Library Fireplace Nook CRG-Copper River Gallery HCR-CCMC Conference Room	Cncl - 1st & 3rd Wed P&Z - 2nd Tues SchBd, Hrb Cms - 2nd Wed CTC - 3rd Tues 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:	David Allison	March 1, 2022	March-25
3 years	Mayor@cityofcordova.net		
Council members:			
Seat A:	Tom Bailer, Vice Mayor	March 1, 2022	March-25
3 years	CouncilSeatA@cityofcordova.net	March 5, 2019	
Seat B:	Cathy Sherman	March 3, 2020	March-23
3 years	CouncilSeatB@cityofcordova.net		
Seat C:	Jeff Guard	Mar 3, 2020	March-23
3 years	CouncilSeatC@cityofcordova.net	Mar 5, 2017	
Seat D:	Melina Meyer	March 2, 2021	March-24
3 years	CouncilSeatD@cityofcordova.net	March 6, 2018	
Seat E:	Anne Schaefer	March 2, 2021	March-24
3 years	CouncilSeatE@cityofcordova.net	March 6, 2018	
		December 6, 2017	elected by encl
Seat F:	Kristin Carpenter	March 1, 2022	March-25
3 years	CouncilSeatF@cityofcordova.net		
Seat G:	Ken Jones	March 1, 2022	March-25
3 years	CouncilSeatG@cityofcordova.net		

Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell	Mar 1, 2022, Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-25
	bjewell@cordovasd.org		
3 years	Henk Kruithof	March 2, 2021	March-24
	hkruithof@cordovasd.org		
3 years	Terri Stavig	March 1, 2022	March-25
	tstavig@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, president	Mar 4, 2014, Mar 7, 2017, Mar 3, 2020	March-23
	saglasen@cordovasd.org		

seat up for re-election in 2023

vacant

board/commission chair

seat up for re-appt in Nov 22

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	Linnea Ronnegard, Chair CCMCBoardSeatC@cdvcmc.com	Mar 6, 2018, Mar 2, 2021	March-24
3 years	Ann Linville CCMCBoardSeatA@cdvcmc.com	March 1, 2022	March-25
3 years	Chris Iannazzone CCMCBoardSeatB@cdvcmc.com	March 24, 2022	term until 3/25 but up for 2-yr trm 3/23 <u>March-23</u> <u>March-25</u>
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	Debra Adams	Dec '21	November-24
3 years	Sherman Powell	June '18, Feb '20	November-22
3 years	Arisa 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	Tania Harrison	Mar '22	November-24
3 years	Tom McGann	Feb '21	November-23
3 years	Chris Bolin	Sep '17, Nov '18 Dec '21	November-24
3 years	Trae Lohse	Nov '18, Dec '20	November-23

seat up for re-appt in Nov 22

vacant

seat up for re-election in 2023

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, Chair	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	Christa Hoover	Dec '21	November-24
3 years	Dave Glasen	Sept '22	November-24
3 years	Tommy Sheridan	Sept '22	November-24

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney, Chair	Aug '14, Nov '15, Nov '18, Dec '21	November-24
3 years	Henk Kruithof	Nov '19	November-22
3 years	Aaron Hansen	Dec '21	November-24
3 years	Kirsti Jurica	Nov '18, Dec '21	November-23
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, professional member	Aug '16, Nov '19	November-22
3 years	Heather Hall, professional member	Aug '16, Feb '20	November-22
3 years	Sylvia Lange, NVE member	Nov '19	November-22
3 years	Christy Mog, professional member	Apr '22	November-23
3 years	Wendy Ranney, historical society member	Nov '18, Dec '21	November-24
3 years	Nancy Bird, PC member	Nov '17, Nov '18 Dec '21	November-24
3 years	Jim Casement, public member	Nov '17, Dec '20	November-23

seat up for re-election in 2023

vacant

board/commission chair

seat up for re-appt in Nov 22