

**Mayor**  
David Allison

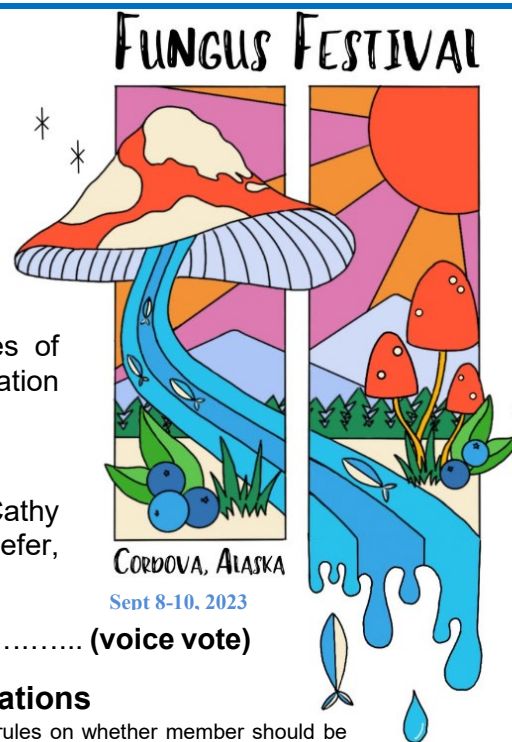
**Council Members**  
Tom Bailer  
Cathy Sherman  
Kasey Kinsman  
Wendy Ranney  
Anne Schaefer  
Kristin Carpenter  
Ken Jones

**City Manager**  
Helen Howarth

**City Clerk**  
Susan Bourgeois

**Deputy Clerk**  
Tina Hammer

# Regular City Council Meeting September 6, 2023 @ 7:00 pm Cordova Center Community 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, Kasey Kinsman, Wendy Ranney, 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 Speakers – none
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (CCMCA BoD, School Board, etal)
4. Student Council Report – summer vacation

## G. Approval of Consent Calendar

5. Minutes:
  - a. 08-17-23 Special City Council Meeting Minutes..... (page 1)
6. Resolution 09-23-29..... (page 3)  
A resolution of the Council of the City of Cordova, Alaska, acknowledging the June 2023 and August 2023 Surplus of Vehicles and Equipment and Sale Results
7. Resolution 09-23-30..... (page 11)  
A resolution of the Council of the City of Cordova, Alaska, adopting a City Records Retention and Disposal Schedule for the Preservation, Retention, and Disposal of City Records Contained in any Record Medium

## H. Approval of Minutes – in consent calendar

## I. Consideration of Bids/Proposals/Contracts

8. Council Approval of Contract for Investment Services with Alaska..... (voice vote)(page 57)  
Permanent Capital Management

## J. Reports of Officers

9. Mayor's Report
10. City Manager's Report
  - a. General Fund through 7-31-23 and CashVest Report..... (page 59)
  - b. South Harbor Project Update, Special Projects Collin Bronson..... (page 70)
11. City Clerk's Report
12. Staff Quarterly Reports
  - a. CVFD, 2Q 2023, **Robert Mattson** CVFD Fire Chief..... (page 72)

- K. Correspondence..... (see *primer* for description page 76)**  
**13. 08-29-23 Letter from Pioneers of AK Igloo #5 Supporting Cordova Covered Spaces..... (page 77)**

## **L. Ordinances and Resolutions**

- 14. Ordinance 1209..... (roll call vote)(page 78)**  
An ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a 20-year lease with Trident Seafoods for Property described as a Roughly 22,000 Square Foot Portion of Lot 3, Block 7A, Tidewater Development Park – 2<sup>nd</sup> reading

## **M. Unfinished Business - none**

## **N. New & Miscellaneous Business**

- 15. Council concurrence of Mayor's appointments to fill vacancies on..... (voice vote)(page 94)**  
Parks & Rec Cms, Trails Cmt, and Historic Preservation Cms  
**16. Council Action on Disposal and Method of Disposal for a Portion of..... (voice vote)(page 100)**  
ATS 220 adjacent to Lot 10A, Block 2, South Fill Development Park  
**17. Council Action on Disposal and Method of Disposal for Lot 4A..... (voice vote)(page 106)**  
North Fill Development Park Addition #2  
**18. Council Action on Disposal and Method of Disposal for a Portion..... (voice vote)(page 111)**  
of Cordova High School  
**19. Council Direction to Staff Regarding Disposition of Old PWSSC Building..... (voice vote)(page 114)**  
**20. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 116)**

## **O. Audience Participation**

## **P. Council Comments**

## **Q. Executive Session**

- 21. Recommendations from City Manager regarding Collective Bargaining Agreement negotiations, a subject which is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government**

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

**Regular Meetings of the Cordova City Council are live streamed on the City's YouTube or  
are available there for viewing or audio-only by the next business day**



**Special City Council Meeting  
August 17, 2023 @ 5:00 pm  
Cordova Center Community Rooms  
Minutes**

**A. Call to order** - **Mayor Allison** called the Special Council Meeting to order at 5:00 pm on August 17, 2023 in the Cordova Center Community Rooms.

**B. Roll call** - Present for roll call were **Mayor Allison** and Council members **Cathy Sherman, Kasey Kinsman, Wendy Ranney**, and **Anne Schaefer**. Council member **Tom Bailer** was present via teleconference. Council members **Kristin Carpenter** and **Ken Jones** were absent. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois**.

**C. Approval of agenda**

Hearing no objection, **Mayor Allison** declared the agenda approved.

**D. Disclosures of conflicts of interest and Ex Parte Communications** – none

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

1. Audience Comments regarding agenda items – none.

**F. Approval of Consent Calendar**

2. Minutes: a. 08-02-23 City Council Public Hearing Minutes; b. 08-02-23 City Council Regular Meeting Minutes  
3. Council action to waive protest of the transfer of liquor license #2433 to Grace Chung, dba, OK Restaurant  
4. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absences of **Mayor Allison and Ken Jones** and unexcused absence of **Anne Schaefer** from the August 2, 2023 Regular Meeting  
Vote on the consent calendar: 5 yeas, 0 nays, 2 absent. Ranney-yes; Bailer-yes; Sherman-yes; Kinsman-yes; Schaefer-yes; Jones-absent; and Carpenter-absent. Motion was approved.

**G. Correspondence**

5. 08-07-23 Letter from Council Member Ranney resigning from other Commissions and Committees (Parks & Rec, Historic Preservation, and Trails)

**H. New Business**

6. Ordinance 1209 An ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a 20-year lease with Trident Seafoods for Property described as a Roughly 22,000 Square Foot Portion of Lot 3, Block 7A, Tidewater Development Park – 1<sup>st</sup> reading

**M/Sherman S/Schaefer** to adopt Ordinance 1209 An ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a 20-year lease with Trident Seafoods for Property described as a Roughly 22,000 Square Foot Portion of Lot 3, Block 7A, Tidewater Development Park

**Sherman** said this has been in use by Trident since 1993, she sees no reason not to continue with this lease, especially considering the lease payments have been adjusted to market value. **Schaefer, Ranney, Kinsman** and **Bailer** also expressed support.

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

7. Resolution 08-23-28 A resolution of the Council of the City of Cordova, Alaska, authorizing City Manager to negotiate a contract with CML Security to install five electronic security doors for the jail detention area in the Public Safety Building for an amount not to exceed \$99,645.

**M/Sherman S/Schaefer** to approve Resolution 08-23-28 A resolution of the Council of the City of Cordova, Alaska, authorizing City Manager to negotiate a contract with CML Security to install five electronic security doors for the jail detention area in the Public Safety Building for an amount not to exceed \$99,645.

**Sherman** said she understands that the cost will come from savings on other projects, and she understands the importance based on events from earlier this year but she is sad that we have to keep spending money on that building when she would really like to replace it. She will support this. **Schaefer** said she understands the importance, her question is whether this went out for proposals because it seems like a lot of money for five doors. **Howarth** said there are 2 firms that do this work in Alaska and they submitted the lower bid. **Howarth** also said that this is equipment that can be moved so it is not a permanent installation. She also said there will

be personnel costs savings because currently 2 officers are required around prisoners at all times and this will relieve some of that burden on officers. **Kinsman** said he has concerns like **Sherman** about spending money on that building, but he is glad to hear the equipment can be transferred, as long as it is not obsolete by the time it needs to be. **Bailer** said he will support this, appreciates the discussion. **Ranney** said her questions were answered, she will support.

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

**8. Council Action to Direct City Manager to negotiate Contract with Wilson Construction for Eyak Drive Culvert Replacement per PW#01 RFP**

**M/Schaefer S/Sherman** to direct the City Manager to negotiate a contract with Wilson Construction, Inc. to remove and replace the existing culvert on Eyak Drive with a 40-foot culvert, for a sum not to exceed \$44,280.

**Schaefer** said the existing culvert is crumbling so this is important, and it needs to be replaced. **Sherman** said we were briefed on this during our Capital Projects discussion by the Public Works Director and those roads do get a lot of traffic and this is something that needs to be done. **Bailer** and **Ranney** expressed support.

**Kinsman** asked if we had already approved funding for this. City Planner **Kevin Johnson** said yes, back in February, but this is back before you to approve the contract now after having gone out to RFP.

**G. Audience participation** – none

**H. Council comments**

**Kinsman** said he is glad to have helped reduce the overtime for the police department tonight – he also commented what great work they have done lately.

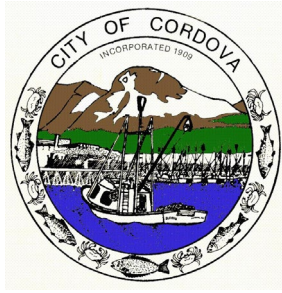
**I. Executive Session** – none

**J. Adjournment**

Hearing no objection, **Mayor Allison** adjourned the meeting at 5:15 pm.

Approved: September 6, 2023

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



**AGENDA ITEM 6**  
**City Council Meeting Date: 9/6/2023**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Duncan Chisholm, Director Parks & Recreation  
**DATE:** 8/29/23  
**ITEM:** Resolution 09-23-29 Disposal of Surplus City Vehicles and Equipment  
**NEXT STEP:** Majority voice vote, or roll call vote of consent calendar

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☐ ORDINANCE  
☐ MOTION

☒ RESOLUTION  
☐ INFORMATION

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**I. REQUEST OR ISSUE:** Approval of Resolution 09-23-29 acknowledging the Disposal of surplus City owned vehicles and equipment in June and August 2023

**II. RECOMMENDED ACTION / NEXT STEP:** Approval of Resolution Suggested motion:  
*I move to approve Resolution 09-23-29 a resolution of the Council of the City of Cordova, Alaska acknowledging the June 2023 and August 2023 surplus of vehicles and equipment and sale results.*

**III. FISCAL IMPACTS:** Revenue generated June 2023: \$20,641.50  
Revenue generated August 2023: \$43,353.00

Proceeds from the sale of surplus property shall be returned to the appropriate fund.

**IV. BACKGROUND INFORMATION:** Staff have recently completed a process as prescribed in 5.14.020 for a number of items which have been deemed by City staff as beings no longer needed or usable. All the listed property in the surplus sale was obsolete, broken, unreliable, or excessively costly to continue to operate.

**V. LEGAL ISSUES:** Cordova Municipal Code Chapter 5.14 attached.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 09-23-29**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
ACKNOWLEDGING THE JUNE 2023 AND AUGUST 2023 SURPLUS OF VEHICLES  
AND EQUIPMENT AND SALE RESULTS.**

**WHEREAS**, two Surplus Vehicle and Equipment Sales were conducted in accordance with the City of Cordova City Code Chapter 5.14; and

**WHEREAS**, the June 2023 and August 2023 Surplus Vehicles and Equipment Sales were posted on the City of Cordova website and in a number of locations around the City; and

**WHEREAS**, there were 30 items included on the June 2023 list and sealed bids were due by 5:00 p.m. on Friday June 14, 2023 at the City Hall Office; and

**WHEREAS**, there were 19 bidders who submitted a total of 60 bids on 30 items available for sale; and

**WHEREAS**, there were 10 items included on the August 2023 list and sealed bids were due by 5:00 p.m. on Wednesday, August 23, 2023 in the City Hall Office; and

**WHEREAS**, there were 6 bidders who submitted a total of 9 bids on 10 items available for sale; and

**WHEREAS**, The City Manager shall reevaluate those items not bid upon and if found to meet the criteria of Cordova City Code 5.14.070, the City Manager may authorize the disposal of items through non-competitive methods.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Cordova, Alaska, hereby acknowledges the surplus vehicles and equipment bid results attached as Attachment A for the June 2023 Surplus Vehicle & Equipment Sale and Attachment B for the August 2023 Surplus Vehicle & Equipment Sale.

**PASSED AND APPROVED THIS 6<sup>th</sup> DAY OF SEPTEMBER 2023**

\_\_\_\_\_  
David Allison, Mayor

Attest:

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



**City of Cordova**  
**Suplus Sale - June 2023**  
**Bid Recording Sheet**

Item #	Brief Description and Minimum Bid Amount	Bidder Name	Amount \$
1	1995 GMC Rally 3500 Van	No Bids Received	
2	2000 Ford F250 4x4 Pickup Truck.	Jon Hutchens	\$ 120.00
		Diana Riedel	\$ 166.00
		Joe Maurer	\$ 500.00
		<b>Greg Rankin</b>	<b>\$ 525.00</b>
3	2003 Ford F-550 Super Duty Pickup Truck	Diana Riedel	\$ 1,033.00
		Scott Newlan	\$ 1,250.00
		Joe Maurer	\$ 1,508.00
		Ezekiel Brown	\$ 2,666.00
		<b>James Dundas</b>	<b>\$ 8,000.00</b>
4	1980 CAT 950e Loader with forks/2 buckets. Minimum Bid \$500	Brent Rowland	\$ 950.00
		Diana Riedel	\$ 2,333.00
		Joe Maurer	\$ 2,550.00
		Scott Newlan	\$ 3,875.00
		Sheridan Joyce	\$ 8,500.50
		<b>Ezekiel Brown</b>	<b>\$ 8,666.00</b>
5	2002 Hitachi EX230LC Excavator. Minimum Bid: \$35,000	No Bids Received	
6	Sewage Vacuum Trailer	Jack Stevenson	\$ 70.00
		Tony Schinella	\$ 110.00
		<b>Greg Rankin</b>	<b>\$ 150.00</b>
7	GE AC 15HP Motor	<b>Ezekiel Brown</b>	<b>\$ 6.00</b>
8	Edge Skid Steer 611 Backhoe Attachment. Minimum Bid \$500	Brent Rowland	\$ 250.00
		<b>Sheridan Joyce</b>	<b>\$ 560.00</b>
	Bid withdrawn 6.16.23	<del>Jack Stevenson</del>	<del>\$ 849.00</del>
9	Skid Steer Backhoe Bucket. Minimum Bid: \$50	No bids received	
10	Skid Steer Steel Tracks. Minimum Bid: \$50	Jack Stevenson	\$ 175.00
		<b>Brent Rowland</b>	<b>\$ 250.00</b>
11	Erskine Skid Steer Grapple Attachment. Minimum Bid \$500.	Brent Rowland	\$ 573.00
		Joe Maurer	\$ 558.00
		<b>James Dundas</b>	<b>\$ 1,600.00</b>

**City of Cordova**  
**Suplus Sale - June 2023**  
**Bid Recording Sheet**

<b>12</b>	<b>Canon ImageRunner Advance C7260</b>	No bids received	
<b>13</b>	<b>Stihl FS250 Brushcutter</b>	No bids received	
<b>14</b>	<b>Stihl FS310 Trimmer</b>	No bids received	
<b>15</b>	<b>Blackhawk Vehicle Air Jack, 2.5 ton</b>	No bids received	
<b>16</b>	<b>Echo SRM-225 String Trimmer</b>	No bids received	
<b>17</b>	<b>Enpac 5300-YE-A Poly Dolly</b>	<b>Tony Schinella</b>	<b>\$ 10.00</b>
<b>18</b>	<b>Reelcraft Electric Hose Reel</b>	<b>Joe Maurer</b>	<b>\$ 27.50</b>
<b>19</b>	<b>Ingersoll Rand Towable Air Compressor</b>	Ezekiel Brown	\$ 12.00
		<b>Sheridan Joyce</b>	<b>\$ 101.00</b>
<b>20</b>	<b>Drum Pumps. Lot of 3.</b>	<b>Sheridan Joyce</b>	<b>\$ 65.00</b>
<b>21</b>	<b>Ocean Kayak Nalu 11 SUP</b>	Ezekiel Brown	\$ 26.00
		Diana Riedel	\$ 60.00
		<b>Micah Renfeldt</b>	<b>\$ 155.00</b>
<b>22</b>	<b>Coleman Ram-X 16ft Scanoë, Green</b>	Seth Berg	\$ 20.00
		Mavis Island Project	\$ 25.00
		Tim Hokanson	\$ 55.00
		<b>Tony Schinella</b>	<b>\$ 75.00</b>
<b>23</b>	<b>Coleman Ram-X 16ft Scanoë, Green</b>	Jami Foodie	\$ 50.00
		Seth Berg	\$ 50.00
		Mavis Island Project	\$ 75.00
		Malvin Fajardo	\$ 100.00
		Tim Hokanson	\$ 110.00
		<b>Nicholaus Tiedeman</b>	<b>\$ 250.00</b>
<b>24</b>	<b>Coleman Ram-X 16ft Scanoë, Blue</b>	Mavis Island Project	\$ 50.00
		Seth Berg	\$ 50.00
		Malvin Fajardo	\$ 100.00
		<b>Tim Hokanson</b>	<b>\$ 110.00</b>
<b>25</b>	<b>Coleman Ram-X 16ft Scanoë, Blue</b>	Mavis Island Project	\$ 50.00
		Seth Berg	\$ 50.00
		<b>Tim Hokanson</b>	<b>\$ 110.00</b>

**City of Cordova**  
**Suplus Sale - June 2023**  
**Bid Recording Sheet**

<b>26</b>	<b>Old Town Canoe Rogue River 14.4 SQ Canoe, Olive</b>	Jack Stevenson	\$ 35.00
		Brent Rowland	\$ 50.00
		Seth Berg	\$ 75.00
		Mavis Island Project	\$ 75.00
		Tony Schinella	\$ 100.00
		<b>Jamie Foodie</b>	<b>\$ 100.00</b>
<b>27</b>	<b>Lifetime Wave Youth 60 Kayak, Green</b>	<b>Diana Riedel</b>	<b>\$ 41.00</b>
<b>28</b>	<b>Portable Restroom Single Unit. Lot of 3</b>	Diana Riedel	\$ 81.00
		<b>Greg Rankin</b>	<b>\$ 150.00</b>
<b>29</b>	<b>Metal Desk</b>	No bids received	
<b>30</b>	<b>Folding Portable Partitions, Black. Lot of 2.</b>	No Bids Received	

**City of Cordova**  
**Suplus Sale - August 2023**  
**Bid Recording Sheet**

<b>Item #</b>	<b>Brief Description and Minimum Bid Amount</b>	<b>Bidder Name</b>	<b>Amount \$</b>
<b>1</b>	<b>2002 Hitachi EX230LC Excavator</b>	<b>Gery Thorne</b>	<b>\$ 43,000.00</b>
		David Sjostedt	\$ 36,000.00
<b>2</b>	<b>Skid Steer Backhoe Bucket</b>	Brandy Griffth	\$ 51.50
		<b>Gery Thorne</b>	<b>\$ 100.00</b>
<b>3</b>	<b>Canon ImageRunner Advance C7260</b>	No bids received	
<b>4</b>	<b>Sink 1</b>	No bids received	
<b>5</b>	<b>Sink 2</b>	No bids received	
<b>6</b>	<b>Sink 3</b>	<b>Robert Beedle</b>	<b>\$ 65.00</b>
<b>7</b>	<b>Sink 4</b>	<b>Ralph Bullis</b>	<b>\$ 56.00</b>
<b>8</b>	<b>Sink 5</b>	<b>Ralph Bullis</b>	<b>\$ 57.00</b>
		Brandy Griffith	\$ 52.00
<b>9</b>	<b>Sink 6</b>	<b>Barry Beckett</b>	<b>\$ 75.00</b>
<b>10</b>	<b>Napa Air Compressor</b>	No bids received	



## **Chapter 5.14 SALE OF CITY PERSONAL PROPERTY<sup>1</sup>**

### **5.14.010 Disposal authority.**

The council may by motion authorize the disposal of any property or equipment the estimated market value of which is one thousand dollars or less.

(Ord. 872 (part), 2000).

### **5.14.020 Procedure.**

Sales of property, material or equipment the estimated value of which is over one thousand dollars shall be as follows:

- A. By publishing a notice of sale for a period not less than fourteen days prior to date of sale. The notice of sale shall also be posted on the bulletin board in the City Hall and in one other public place.
- B. Bids shall be sealed bids and accompanied by a deposit of not less than ten percent of the amount bid.
- C. No conditions of sale shall be considered except payment in full within seventy-two hours after acceptance of bid. Deposits of the three highest bidders will be held seventy-two hours or until the balance is paid on the bid of first successful bidder. If bid is not completed, sale shall be made to next highest bid or if otherwise acceptable.
- D. No bid may be withdrawn subsequent to the opening of bids, and in the event a successful bidder does not complete the purchase, the deposit shall become the property of the city as liquidated damages.

(Ord. 872 (part), 2000).

(Ord. No. 1203, § 11, 9-21-2022)

### **5.14.030 Advertisement.**

All advertisements shall contain the following information:

- A. Reference to this chapter;
- B. Object offered for sale;
- C. Reference to sealing of bids;
- D. Deadline for submission of sealed bids;
- E. Amount of deposit on bid;
- F. Date and place of opening.

Such shall be in substantially the following form:

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<sup>1</sup>Cross reference(s)—For charter provisions on sales of city property, see Charter §§ 5-16 and 5.17.

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Pursuant to Title 5, Chapter 5.14 of the Code of the City of Cordova, the City of Cordova offers for sale and will accept sealed bids on \_\_\_\_ (object) \_\_\_\_ until 5: \_\_\_\_ P.M. on \_\_\_\_ (date) \_\_\_\_ at the office of the City Clerk. All bids must be accompanied by a deposit of at least 10% of the total amount bid. Bids shall be publicly opened and read at \_\_\_\_ P.M. on \_\_\_\_ (date) \_\_\_\_ in City Hall. Final acceptance of the successful bid shall be at such time as the Council shall determine on the above date or later.

(Signed)

City Manager or City Clerk

(Ord. 872 (part), 2000).

#### **5.14.040 One bid per bidder.**

No bidder may submit more than one bid on any object to be sold.

(Ord. 872 (part), 2000).

#### **5.14.050 Basis on which property is sold.**

All property, material, or equipment are sold on an "as is-where is" basis, and no guarantee of any sort, express or implied, by a city official or employee of the city shall be binding upon the city. Bidder shall inspect the offered object in his own manner, and the submitting of the bid shall be conclusive that he has satisfied himself as to the condition and location of the object bid on.

(Ord. 872 (part), 2000).

#### **5.14.060 Acceptance or rejection of bids.**

The city reserves the right to reject any and all bids and to accept the bid which in its opinion is most advantageous to the city even though such bid is not among the three highest. The council shall at the time of bid award determine those bids which are acceptable and on which deposits will be held seventy-two hours and authorize the return of deposits to the other bidders.

(Ord. 872 (part), 2000).

#### **5.14.070 Sale when no bid received.**

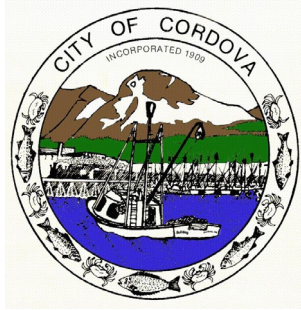
Any material, equipment or property that has been put up for bid in the manner set forth in this chapter at least twice and which has received no bid acceptable to the council, may be sold thereafter by the city manager with approval of the city council.

(Ord. 872 (part), 2000).

#### **5.14.080 Reference to chapter—Familiarity with provisions required.**

All advertisements and sales agreements shall refer to this chapter, and it shall be the obligation of the bidder to familiarize himself with the provisions of the rules set forth in this chapter.

(Ord. 872 (part), 2000).



**AGENDA ITEM 7**  
**City Council Meeting Date: 09/06/2023**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 08/29/23  
**ITEM:** Resolution 09-23-30 adopting records retention and disposal schedule  
**NEXT STEP:** Majority voice vote or roll call vote of consent calendar

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☐ ORDINANCE  
☐ MOTION

☒ RESOLUTION  
☐ INFORMATION

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**I. REQUEST OR ISSUE:** adoption of updated records retention schedule

**II. RECOMMENDED ACTION / NEXT STEP:** Council motion to approve Resolution 09-23-30

**III. FISCAL IMPACTS:** appropriately retaining and disposing of City records is a legal requirement that lessens City's risk, thereby the possibility of saving money, also money savings will occur as this schedule allows for much more electronic storage instead of paper which may free up storage space at the Hospital and Cordova Center

**IV. BACKGROUND INFORMATION:** Laura Cloward was contracted to "reduce records storage, increase efficiencies through digital records retention, and ensure records compliance with City, State Federal laws and regulations". Adoption of this records retention schedule is the first step toward accomplishing all tasks.

**V. LEGAL ISSUES:** City Attorney has reviewed this for legality.

**VI. SUMMARY AND ALTERNATIVES:** Council can approve the resolution or choose not to. Roll call vote of consent calendar assumes approval of this resolution.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 09-23-30**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA ADOPTING  
A CITY RECORDS RETENTION AND DISPOSAL SCHEDULE FOR THE  
PRESERVATION, RETENTION, AND DISPOSAL OF CITY RECORDS CONTAINED IN  
ANY RECORD MEDIUM**

**WHEREAS**, Alaska Statute 29.20.380(a)(4) requires that the municipal clerk manage municipal records and develop retention schedules and procedures for the inventory, storage, and destruction of records as necessary; and

**WHEREAS**, Section 3.15.080 of the Cordova Municipal Code directs City Council to establish by resolution a city records retention and disposal schedule, meeting all requirements set by state and federal law to be administered by the city clerk; and

**WHEREAS**, the city clerk has obtained legal review of an updated 2023 Records Retention and Disposal Schedule reflecting current and best practices as well as legal requirements.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Cordova hereby adopts the 2023 Records Retention and Disposal Schedule and approves its immediate use.

**PASSED AND APPROVED THIS 6<sup>th</sup> DAY OF SEPTEMBER 2023.**

\_\_\_\_\_  
David Allison, Mayor

ATTEST:

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



# City of Cordova, Alaska

## Records Retention and Disposal Schedule

2023

DRAFT

*The goal of a Records and Information Management Program is to retrieve the right information at the right time. An effective Record Retention and Disposal Schedule ensures the City retains the records necessary to perform its statutory and regulatory functions, avoid waste and preserve the documentary heritage of the community.*

*Any record found within this Schedule can be destroyed upon the schedule provided herein so long as the City Clerk has not directed otherwise. The disposal of records is governed by internal policies and procedures. Any record that is part of litigation or potential litigation will be put on legal hold and the retention period (if not permanent) will be increased to C+6 years (c=end of litigation)*

*Any record that may be of historical importance will have its retention period increased to permanent retention upon review of the City Clerk.*

*For the City's purposes, "record" means any document, paper, book, letter, drawing, map, plat, photo, photographic file, motion picture film, microfilm, microphotograph, exhibit, magnetic or paper tape, punched card, electronic record, or other document of any other material, regardless of physical form or characteristic, developed or received under law or in connection with the transaction of official business and preserved or appropriate for preservation by an agency or a political subdivision, as evidence of the organization, function, policies, decisions, procedures, operations, or other activities of the state or political subdivision or because of the informational value in them; the term does not include extra copies of documents preserved solely for convenience of reference, or stocks of publications and processed documents.*

AS 40.21.150(6).

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Administration (All Programs/Departments)	Retention and Disposition	Format	Remarks
Records Type/Description			

General Administration (All Programs/Departments)			
<b>Correspondence</b> Original incoming and copies of outgoing letters and memoranda related to the general administration and operation of the City.	3Y*	E	* = General Correspondence of Mayor, General Manager, Clerk, Department Head, and Boards and Commissions may have archival value and should be retained permanently.
<b>Major Policies &amp; Procedures</b> Substantive and binding policies, directives, decisions, orders, rules, agreements, etc. relating to mission essential functions for which the City is <i>statutorily</i> responsible.	P	O	
<b>Routine Policies &amp; Procedures</b> Department or City-wide policies, procedures, directives, rules, decisions and manuals that address internal functions and operating procedures.	C + 3Y	E	
<b>Departmental Reports</b> Monthly, statistical, performance, safety, monitoring, other routine reports that are not audit or compliance related.	3Y	E	
<b>Administrative Studies/Special Projects</b> Final reports and backup data regarding major administrative studies and special management projects.	P	E	
<b>Committee or Commission Records</b> Copies of minutes, packets, agendas, public hearings, etc. Original signed meeting minutes and Oaths must be submitted to Clerk's office.	3Y	E	Original signed meeting minutes and Oaths must be submitted to Clerk's office.
<b>Hearing Files</b> Documentation related to appeal hearings: record of hearing, notices of meetings, audio recording of the meeting, final decisions.	10Y	E	
<b>Equipment Records</b> Delivery information, inventory, usage reports, warranty, instruction/operating manuals, repair/maintenance history.	L + 4Y	O	L = life of equipment
<b>Vehicle Records</b> Title, registration, damage/accident reports, maintenance and service.	L + 2Y	O	L = until vehicle is disposed

Y=Year P=Permanent T=Termination  
O=Original Format PP=Paper E=Electronic/Digital



Administration (All Programs/Departments)		Retention and Disposition	Format	Remarks
Records Type/Description				
<b>Vehicle Claim Files</b> Includes copies of the following: Motor Vehicle Accident Reports, Certification of Insurance, Lost-Stolen-Damaged Property Reviews, inspection reports, maintenance records (parts, service, repair estimates, work orders) Liability Accident Notices, registrations, and titles.		L = 3Y		L = until vehicle is disposed
<b>Property Control Files</b> Department copies of controlled property management reports, property tag register(s), excess property reports, property transfer documents, and related correspondence to include public auction reports.		5Y	E	
<b>Visitor Logs</b>		3Y	O	
<b>Miscellaneous</b> Includes drafts and working papers, telephone and correspondence tracking logs, calendars, certified/registered mail logs, etc.		C	E	C = until administrative need is met

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City Clerk, Governance and Legal	Retention and Disposition	Format	Remarks
Records Type/Description			

City Clerk, Governance and Legal			
City Clerk			
<b>Records and Information Management Files</b> File plans and records retention schedules, records disposition certificates and records transfer lists.	P	E	
<b>Public Records Log and Requests for Public Records Information</b>	1Y	E	
<b>Incorporation Files</b> May include information related to investigations, decisions, municipal logo, and official municipal seal.	P	PP	AS 29.05
<b>Census Records</b> Population estimates including resident data (e.g. name, age, gender, marital status, residence address, dependents, annual income, occupation, etc.)	C	O	C= until superseded. Retain backup data for 10 years. AS 29.60
<b>Cemetery Master File</b> Includes diagrams, maps, and indices of burial plots, record of lot sales, burial permits, cash/deed book, burial permits, register of internments and minutes of cemetery association/board.	P	PP	

Governance			
<b>Official Minutes</b> Official accounts of the proceedings and actions of the City Council, boards, commissions and committees. Includes Department Committee and Committee records referenced in the General Administration Records.	P	PP	
<b>Meeting Materials</b> Notices of meeting, agendas, packets, correspondence, ordinance and resolution drafts, background papers, reports and presentations.	4Y	E	
<b>Action/Informative Memoranda</b>	4Y	E	

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City Clerk, Governance and Legal Records Type/Description	Retention and Disposition	Format	Remarks
<b>Ordinances and Resolutions</b> Adopted include amendments, code supplements, and record(s) of vote.  Not adopted include the proposed ordinance/resolution, name of the proposer, ordinance number and record of vote.	P  10Y*	PP  E	Maintain certified copy of all official ordinances in a separate ordinance file AS 29.20.380.  *= Files with historical value should be retained permanently.
<b>Municipal Code</b>	P	E*	*Routinely updated. Keep one copy of prior updates.
<b>Proclamations</b>	P	PP	
<b>Public Hearing Files</b> Documentation related to appeal hearings: record of hearing, notices of meetings, audio recordings, final decision.	10Y	E	
<b>Petitions</b> Initiative, referenda and recall filed by private citizens or groups requesting formal action.	6Y	O	AS 29.26
<b>Oaths of Office, Appointments and Resignations</b> Includes oaths for boards, commissions, committees, and City Council.	P	E	AS 29.20.600
<b>Applications for Commissions, Boards and Committees</b>	3Y*	E	*= Until end of term.
<b>Report of Financial and Business Interests/Conflict of Interest</b> Statement (APOC disclosures) for elected/appointed municipal officers and employees.	6Y	E	AS 29.20.010

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City Clerk, Governance and Legal	Retention and Disposition	Format	Remarks
Records Type/Description			

Legal			
<b>Attorney Reports</b> Communication Specific to Legal Advice or Interpretation Reports or memoranda prepared by attorney providing legal advice or interpretation.	P	E	
<b>Litigation, Civil and Criminal</b> Briefs, pleadings, investigative materials, court proceedings, transcripts, correspondence, exhibits, photographs and other media.	C+ 6Y	O	C= Until case is closed.

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<b>Elections</b>	<b>Retention and Disposition</b>	<b>Format</b>	<b>Remarks</b>
<b>Records Type/Description</b>			

<b>Elections</b>			
<b>Ballot Records</b> Voted, challenged, rejected, absentee and special needs ballots; absentee-in-person, special needs and questioned ballot envelopes; absentee by mail applications.	C+ 30 Days	O	C= Until certification of election, unless litigated or contested.
<b>Certification of Election Returns</b> Individual machine numbers, polling place designation, dates of election, total votes registered by machine, candidates or referenda, signature(s) of election certifying official, and City Council resolution accepting certified results.	P	PP	
<b>Certificates of Election</b> Copies of election certificates presented to candidates upon verification of election.	4Y	E	
<b>Candidates List</b> Lists of candidates to include name and address, order in which they will appear on the ballot, and term of office. Includes candidate withdrawals.	4Y	E	
<b>Election Registers and Tally Books</b>	4Y	PP	AS 15.15.470
<b>Election Contest/Runoff Information</b>	C+ 1Y	O	C= Until election is certified.
<b>Department of Justice Preclearance Records</b>	P	PP	
<b>Declarations of Candidacy</b>	4Y	E	AS 15.25.030
<b>Recount Petitions</b> Requests for recount of individual machine or paper ballot tallies.	4Y	E	
<b>Affidavits</b> Voter documents regarding special accommodation or action. Includes absentee voting officials' documentation.	4Y	O	
<b>Election Officials' Records</b> Recruitment materials, interest letters, training notes, acceptance forms, oaths, reimbursement requests, and time sheets.	4Y	E	
<b>Campaign Disclosure</b> Reports to APOC of municipal monies spent on informational campaigns.	6Y	E	

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Finance and Audit	Retention and Disposition	Format	Remarks
Records Type/Description			

Finance and Audit			
Financial Records and Reports			
<b>General Accounting Records</b> Workpapers, spreadsheets, summaries, receipts and other data documenting Department accounting practices. Includes financial data regarding accounts payable/receivable, grants/contract administration, assessment of fines, payment of license fees, etc.	3Y*	E	*= Provided an audit or other annual financial statement has been certified.
<b>Financial Audit Reports</b> Prepared by auditors annually.	P	O	
<b>Financial and Accounting Reports</b> Routine status reports documenting expenditures, balances, budget adherence and financial activity.  Month-end closing reports for City Council.	C+ 3Y  1Y	O  E	C= Current Fiscal Year
<b>Ledgers and Journals</b> General, Revenue, and Expenditure.	P	PP	
<b>Banking Records</b> Bank Statements and reconciliation including deposit and transmittal receipts, notices of correction, wire transfers, EFT debits, cancelled checks, etc.	C+ 3Y**	E	C= Current Fiscal Year **= Provided an audit or other annual financial statement has been certified.
<b>Check Registry</b> Checks that have been returned, voided, cancelled.	C+ 3Y**	E	C= Current Fiscal Year **= Provided an audit or other annual financial statement has been certified.
<b>Cash Books and Cash Journals</b> Ledgers showing details of daily receipts and expenditures, including running balances for each fund.	C+ 3Y**	E	C= Current Fiscal Year **= Provided an audit or other annual financial statement has been certified.

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Finance and Audit		Retention and Disposition	Format	Remarks
Records Type/Description				
<b>Batch – Pertaining to Check</b> Record of transaction and/or distribution of “run” containing edit register, journals, check register, etc.		3Y	E	
<b>Revenue Sharing Files</b> Applications, correspondence, audits and/or budgets relating to monies allocated to the City on a formula basis for public roads, medical facilities, fire department etc.		3Y	O	
<b>Investment Records</b> Purchase and sale confirmations, correspondence, letters requesting withdrawals and transfers		C+ 2Y	O	C= Life of investment
<b>Bond Records</b> Cancelled/redeemed bonds/coupons documenting proof of issuance and payments to individual bondholders.		3Y	E	
<b>Bond Registers</b>		C+ 20Y	E	C= Until issue called.
<b>Foreclosure Files</b> Includes delinquency reports, billings, petition of judgment, certified mailings, final judgments and certificates of redemption.		C+ 10Y	O	C= Until case is closed. Per AS 09.10.030 there is a 10-year statute of limitations on action to recover real property.
<b>Debt Service Payment and Leasing Schedules</b> Schedules of debt service payment for bond issues, leases, purchases, etc.		T + 1Y	E	
<b>Travel Authorization and expense reports</b> Completed travel authorization, advances, per diem and expense reports.		3Y	E	
<b>Asset Management</b>				
<b>Assets Registry</b> Inventory, depreciation, disposition documents, to include infrastructure.				
Fixed, including Infrastructure		L*	O	L = Life of Asset *= Or until authorized disposal of grant-funded assets.
Non-fixed		3Y	O	
<b>Bills of Sale</b>		7Y	O	

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<b>Finance and Audit</b>	<b>Retention and Disposition</b>	<b>Format</b>	<b>Remarks</b>
<b>Records Type/Description</b>			

<b>Budget</b>			
<b>Final Operating and Capital Budgets</b> Official plan and policy for the expenditure of funds approved by City Council.	P	E	
<b>Budget Work Papers</b> All drafts, instructions, worksheets, preliminary budgets, revenue and expense estimates, backup documentation and amendments.	3Y	E	

<b>Accounts Payable</b>			
<b>Vendor Files</b> Documentation relating to payments for commodities or services, fines, fees & permits. Includes financial transaction registers, vouchers, delivery orders, purchase orders, logs, supply requisitions, advertising orders, invoices, postage meter receipts, etc.	*+ 3Y	E	*= Current Fiscal Year

<b>Risk Management</b>			
<b>Officials' Bonds</b>	C+ 6Y	PP	C= Expiration of bond provided an audit has been conducted.
<b>Insurance Policies and Endorsements</b> Insurance proposals, polices and endorsements, bonds, riders, correspondence, financial coding and billing information for City liability and other types of insurance held by the City.	C+ 50Y	O	C= Until policy expires.
<b>Distribution of Insurance Costs</b> Record of distribution cost related to general liability, health, disability, life, property, workers compensation insurance, etc.	4Y	PP	
<b>Risk Management Claim Files, including Vehicle</b> Correspondence to/from claims adjusters, private attorneys, accident reports, property damage and personal injury summary reports, payment orders/verifications, pleading/deposits and individual claim records.	C+ 7Y	O	C= Until claim is settled and all legal aspects are resolved.
<b>Health/Life Insurance Claims</b> Monthly statement, claims paid, proof of claim payments received, journal entries recording claims paid.	*+ 7Y	E	*= Until claim is settled and all legal aspects are resolved.

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Payroll	Retention and Disposition	Format	Remarks
Records Type/Description			

<b>Payroll</b>			
<b>Payroll Warrant Register</b> List of check number, employee name, net amount and financial coding.	T + 10Y	E	
<b>Payroll Journal</b>	3Y*	E	*= Provided an audit or other financial statement has been certified.
<b>Employee Payroll Files</b> Documentation of employee salary and may include payroll action forms, notification of pay step increases, PERS enrollment/change forms, IRS data, etc.	T + 10Y		
<b>Payroll Deduction Authorizations</b>	4Y	E	
<b>Timesheet Record of Hours Worked and Leave Accounting</b> Employee daily, weekly or monthly record of hours worked <u>and</u> documentation for accrued/used leave.	3Y OR 50Y*	E	*Only destroy after 3 years IF the associated data and leave accounting is retained elsewhere.
<b>Employee Pay Record</b> Documents gross earnings, deductions and net pay for each employee.	50Y	E	
<b>Direct Deposit Slip</b>	C+ 3Y	E	C= Current fiscal year
<b>W-2 Federal Withholding Tax Statement – Employer Copy</b>	4Y	E	
<b>W-4 Employee Withholding Exemptions</b>	4Y	E	
<b>Special Payroll Deductions</b> Garnishments, Child support withholding orders, other court ordered deductions.	50Y	O	
<b>Notification of Pay Increases</b>	50Y	E	
<b>Payroll Reports</b> FICA, unemployment insurance (ESC), stopped/reissued warrants, deductions, benefits, overtime and retirement (PERS), etc.	4Y	E	
<b>Deferred Compensation Claims and Quarterly Reports</b>	7Y	E	
<b>Electronic Federal Tax Payment (EFTPS) Documentation</b> Record of tax deposits transmitted to the federal government. Includes spreadsheets and other backup.	4Y	E	

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<b>Payroll</b>	<b>Retention and Disposition</b>	<b>Format</b>	<b>Remarks</b>
<b>Records Type/Description</b>			

<b>IRS Reports</b> 941 quarterly report, 945 report, 1099R and related reports. May include reconciliations (work papers) regarding tax liability for retirees and their beneficiaries.	C+ 4Y	E	C= Until due date of appropriate tax return period or date tax is paid, whichever is later. 26 CFR 31.6001-1
<b>Payroll Advance Request Form</b>	2Y	E	
<b>Vacation (Annual) and Sick Leave Requests</b>	3Y	E	
<b>Approved Leave Without Pay</b>	50Y	E	
<b>Contracts with Permanent Employees</b>	T + 1Y	E	

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<b>Accounts Receivable</b>	<b>Retention and Disposition</b>	<b>Format</b>	<b>Remarks</b>
<b>Records Type/Description</b>			

<b>Accounts Receivable</b>			
<b>Licensing and Sales Tax</b>			
<b>Approved Business License Applications</b> Documents licensing and permitting of business operating within the City. May includes copies of Alcohol Beverage Control Board and similar applications.	C+ 3Y	E	C= License expiration.
<b>Sales Tax Remittance</b> Quarterly and/or annual sales tax payments and exemptions.	C+ 3Y	PP	C= License expiration.
<b>Sales Tax Audit</b> Sales Tax Audit findings from auditors, collection policy, agreement with audits on procedures for audits.	P	E	
<b>Non-Business Licenses and Permits</b> Includes public events, public facility use, etc.	C+ 1Y	E	C= Date permit expires
<b>Permits Register</b> List of all non-construction permits issued.	30Y	E	

<b>Services, Utilities and Other Receivables</b>			
<b>Utility Service and Billing</b> Utility service applications and agreements, changes of service, billing.	C	E	
<b>Land Lease Payments</b>	P	E	
<b>Protective Custody Charges</b>	3Y	E	
<b>Ambulance Charges</b> Charges of ambulance calls.	T	E	

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Procurement, Contracts and Grants	Retention and Disposition	Format	Remarks
Records Type/Description			

Procurement, Contracts and Grants			
<b>Procurement</b> Documents related to the purchases of goods and services; may include bid specifications, requests for proposal, vendor solicitations, price quotations, bid abstracts, purchase orders/requisitions, contracts/leases, delivery orders, correspondence and tracking logs.	C+ 3Y	E	C= Current fiscal year.
<b>Contract Administration</b> Official documentation of selection of contractor and issuance of the contract. Includes requests for proposals with affidavit of publication, vendor bids/proposals, evaluation of responses, notices of award, contract negotiations, original contract, and amendments or renewals, special conditions, fiscal reports, payment logs, progress reports and correspondence. Includes contracts for leased space, contract insurance and bonds.	C+ 6Y	O	C= Life of contract. Per AS 09.10.053, statute of limitation is three years for causes of action which occurred after August 7, 1997.
<b>Memoranda of Agreement/Understanding</b>	C	E	
<b>Grant Administration Files</b> Documents receipt of State or federal monies and consists of applications, notifications of award, agreements, special conditions, reports (audit, status, progress and compliance), addenda, changes, closeout documents etc.			
State Grants	6Y*	O	*Per AS 09.10.053, statute of limitation is three years
Federal Grants	**	O	**= Until federal audit is completed or three years after grant closeout, whichever is later.

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Human Resources	Retention and Disposition	Format	Remarks
Records Type/Description			

Human Resources			
Employee Files and Information			
<b>Employee Information and Confidential Personnel Files</b> Official employment history, to include applications, resume, job description(s), personnel actions regarding hire, termination and promotion, policy acknowledgements, performance evaluations, commendations, discipline, training certificates, beneficiary information, insurance and benefits enrollment forms, change of address, Family Leave documentation, leave without pay documentation, etc.	T + 50Y	PP	Certain information is confidential.
<b>Service Record</b> Work history synopsis including dates of hire/release, positions held, salary and performance data.	50Y	E	
<b>Immigration Reform &amp; Control Act (1986) I-9 Forms</b> Employment Eligibility Verification forms; employer certification; E-file case details for all those employed after March 2015.	C+ 3Y OR** T + 1Y	PP	C= Date of Hire **= Retain records for the longer period
<b>Background Investigations</b> Disclosure authorizations and background report	5Y	E	Fair Credit Reporting Act (FCRA) statute of limitations is 5 years
<b>Drug/Alcohol Testing</b> Pre-employment, post-accident, random and reasonable suspicion under DOT and non-DOT testing rules. Includes referrals to test, test results, records relating to the testing process, previous employer records, annual MIS reports, evaluations and referrals to SAPs.	5Y*	E O**	*= Unless litigated **= CCF or other specimen control form
<b>Employee Medical Records</b> Consists of injury and accident medical reports, lost time documentation, records used to monitor exposure.	T + 30Y	O	

Injury, Accident and Exposure Records			
<b>Injury and Accident Records</b> Supervisor's incident/accident reports, and other non-personal data relating to on-the-job injuries and accidents.	*+ 6Y	O	*= Resolution of accident.

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Human Resources	Retention and Disposition	Format	Remarks
Records Type/Description			

<b>Workers' Injury and Compensation Claims</b> Employee Reports of Occupational Injury or Illness (Form 6100), Employer Reports (Form 6101), related medical reports, correspondence, legal filings.	C+ 40Y	O	C= Until case is inactive.
<b>OSHA Logs</b> OSHA 300 Log, Privacy case list (if one exists), annual summary and OSHA 301 Incident Report forms for accidents and/or injuries that occurred in the workplace and meet OSHA reporting criteria.	7Y	O	

Classification and Recruitment			
<b>Organization Charts</b>	C	E	
<b>Salary Schedules</b>	C	E	
<b>Position (Job) Descriptions</b> Descriptions of essential functions and responsibilities for each position.	C	E	
<b>Job Class Specifications</b> Minimum qualifications (knowledge, skills, and abilities) required for each job classification or position. Includes necessary education/certifications, wage, FLSA status, physical requirements, work environment and other distinguishing details. Includes reclassification information.	C	E	
<b>Vacancy Announcements</b> Description of job position for purposes of advertising and posting/recruitment (including notices submitted to media and/or union in accordance with City Code and/or Collective Bargaining Agreement requirements).	3Y	E	
<b>Recruitment and Selection</b> Disqualified/non-selected job applications, interview records, examinations, score sheets.	C+ 2Y	E	C= Date of hire, unless litigated.
<b>Unsolicited Job Applications (Non-Advertised Positions)</b>	1Y	E	

Collective Bargaining			
<b>Collective Bargaining Contract</b>	P	E	
<b>Collective Bargaining Negotiation Files</b> Tentatively approved articles, proposals, and counter-proposals, letters of understanding.	C+ 10Y	O	C= Ratification of Collective Bargaining Agreement
<b>Contract Interpretation and Arbitration Decisions</b>	P	O	

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Human Resources	Retention and Disposition	Format	Remarks
Records Type/Description			

Confidential Records, Reports and Claims			
<b>Alaska Human Rights Records</b> Records related to age, race and sex of employees as provided by employees.	2Y*	E	AS 18.80
<b>Equal Employment Opportunity (EEO) Records</b> Includes quarterly utilization, periodic compliance reports, annual reports, affirmative action plans, statistics.	10Y	E	Contains information that is confidential per AS 18.80.115
<b>AHRA/EEO Complaint Case Files</b> Records regarding discrimination charges, including documentation of the party making the charge and other employees/applicants in the same or similar positions.	C+ 7Y	O	C= Resolution of complaint.
<b>Unfair Labor Practices Case Files</b> Complaint, correspondence, notice of hearing, hearing transcriptions and exhibits, witness lists, audio and-or video tapes, final decision and order. Includes cases dismissed, withdrawn, or settled.	C	O	C= Life of the Bargaining Unit contract
<b>Grievance Case Files</b> Actions filed by employees against the City. Includes investigative notes, reports and correspondence.	C+ 5Y	O	C= Resolution and execution of any stipulations.

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Public Safety - Police	Retention and Disposition	Format	Remarks
Records Type/Description			

Public Safety – Police			
Incident Records			
<b>Police Reports and Complaints</b>			
<b>Complaints</b> Complaint details, to include data relating to reporting party, locations and nature of incident, dispatch time and specifics, and disposition of complaint			
<b>Reports</b> Records complaint, reports and follow-up for the following: felonies (which may include property records; arrest, court, processing, disposition and consent to search documents, witness/Miranda rights statements), motor vehicle accidents with injuries, missing person (unsolved), misdemeanors, abandoned vehicles/structures, breathalyzer use, domestic violence, accidental/unexplained death, escapes, certain non-criminal incidents.			
Noncriminal	2Y	E	C= Until statute of limitations has expired.
Criminal	C	E	
Motor Vehicle	3Y	E	
Accidental, Unexplained death	P	E	
Unsolved Missing Persons	P	E	
<b>Field Interrogation Information</b> Name and identifying data regarding persons questioned in the field, location, comments and disposition. May include vehicle information, NCIC checks and information used for analytical purposes.			
	5Y	E	
<b>Investigative Case Information</b> Working papers of cases under investigation. Includes polygraph, surveillance and crime lab reports, latent fingerprints, photographs and other media, and copies of information from Police Reports.			
Solved	C+ 1Y	E	C= Date case is closed.
Unsolved	P	E	

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Public Safety - Police		Retention and Disposition	Format	Remarks
Records Type/Description				
<b>Arrest Records</b> Cumulative information for each adult arrested including booking documentation (name, arrest booking/AST number, address, date of birth, sex, occupation, physical description, offense, complaint report and disposition of case), finger-print cards, photographs, processing reports, copies from Police Report files, investigation reports, witness statements, signed Miranda rights, evidence examination requests, property records, rap sheets, court process and disposition documents.		Deceased or 10Y*	E	*= Retain for the longer period.
<b>Juvenile Arrest Files</b> Cumulative information file on each juvenile arrested. May include processing report, cover and face sheet, copies from complaint report files, investigation reports, property records, witness statements, signed Miranda rights, Family Court petitions, court process and disposition documents.		C+ 6Y	E	C= Until child reaches the age of majority.
<b>Traffic Records</b> Summons books, citations, tickets, notices for court appearances, etc.		1Y	E	
<b>Property Records</b> Individual record of property/evidence taken into custody. May include date, names addresses, signatures, description, serial numbers, condition, location, complaint report number, comments and disposition.		C + 3Y	O	
<b>Towed Vehicle Logs</b> Property information, location, time, date, name of operator(s) responsible for tow, disposition information.		C+ 2Y	E	C= Disposal of property.
<b>Interagency/Other Sensitive</b>				
<b>Outstanding Warrants</b> Lists may include name, date of birth, address, offense code, case number, warrant date, status, charging section.		C	E	
<b>Criminal Background Checks</b> Checks completed to satisfy requests from employers under regulation. May include polygraphs, FBI checks, interviewer notes.		1Y	E	
<b>Sex Offenders Information</b> Data relative to sex offenders that may include name, address, photograph, place of employment, date of birth, crime for which convicted, date of conviction, and court of conviction.		C	E	
<b>DFYS/ACS Notification</b> Received reports of child abuse endangerment or neglect. May include cover letter, investigative observations/recommendations and summary.		3Y	E	

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Public Safety - Police		Retention and Disposition	Format	Remarks
Records Type/Description				
<b>Confidential Informant Files</b> May include number assigned to informant, informant and case officer names, reference to origins of the contact reports of information supplied by informant, and expenditure/payment records.		C+ 7Y	E	C= Until informant is no longer active.
<b>Holding Facility/Transfer</b>				
<b>Holding Facility Records</b> Includes prisoner's personal property, inspections (security, health, safety, fire detection/suppression, sanitation, security and first aid.) Also includes meal and housekeeping records.		3Y	E	
<b>Equipment</b>				
<b>Radar Reports</b> Certification of calibration, routine radar check reports, and other certification/verification information.		C+ 2Y	E	C= Date equipment is disposed.
<b>Equipment Calibration/Certification Records</b>		C+ 2Y	E	C= Date equipment is disposed.
<b>Reports and Logs</b>				
<b>Logs/Indices</b> May include the following type of logs/indices: radio/dispatch for both police and fire/EMS rescue calls, tapes control, patrol, officer, detective, arrest booking, missing person, Grand Jury, NCIC inquiry, evidence, juvenile arrest, administrative (documenting time in court, educational activities, assisting another officer) overtime, weather, staffing/daily roster, daily assignment, unit, property recovery, radar, weapon, animal report, accident and towed vehicle.		5Y*	E	*Dispatch audio tapes may be overwritten (destroyed) after 30 days and reused.
<b>Stolen Property Lists</b> Received and internally produced lists and printouts of lost, stolen, found, pledged, or pawned property.		C	E	
<b>Crime Statistics</b> Compilations of crimes committed within the City of Cordova jurisdiction.		P	E	
<b>Uniform Crime Report (UCR)</b> Monthly account of offenses and stolen/recovered property values sent to the Alaska State Troopers		5Y	E	
<b>Regulated Vehicle Permit Records</b>		T + 2Y	E	

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<b>Public Safety - Police</b>	<b>Retention and Disposition</b>	<b>Format</b>	<b>Remarks</b>
<b>Records Type/Description</b>			

<b>Police Standards</b>			
<b>Training and Certification</b>	T + 10Y	E	
<b>Use of Force Investigations</b> Investigations on the application of physical or deadly force. May include copies from complaint report file, inquiry, and findings.	7Y	E	
<b>Internal Affairs Investigations</b> Investigations of complaint of alleged officer misconduct. May include reports, correspondence, statements, investigation documentation, findings and disposition.	7Y	E	

<b>Animal Control</b>			
<b>Animal Control</b> Animal complaint notifications/citations, description of animal, notification to owner, certification of ownership, owner claims, release of animal data, dog bite reports and statistical reports.	3Y	O	
<b>Dog Licensing</b>	C	E	

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Public Safety - Fire	Retention and Disposition	Format	Remarks
Records Type/Description			

Public Safety – Fire			
Incident Records			
<b>Fire Investigation Files</b> Record of fire department investigations of suspicious or incendiary fires. May include reports (fire, rescue, investigators, State Fire marshal, police, casualty, insurance), video evidence, memoranda, diagrams, or other documentation relating to investigation.	C+ 30Y	E	C= Date investigation is closed.
<b>EMS Incident Reports</b>	10Y	E	
<b>Fire Safety Code Violations/Complaints</b>	C+ 3Y	E	C= Until resolution of complaint.
<b>Hazardous Materials Incident Files</b> Records of hazardous material incidents. May include hazardous incident reports, copies of fire/rescue reports, narratives, and memoranda.	P	E	
<b>Apparatus Accident Files</b> Department record of accidents involving municipal fire/rescue vehicles. May include police reports, witness statements, memoranda, diagrams, photographs and related documentation. Differs from accident and/or Worker's Compensation/OSHA reports related to personnel/volunteers involved in an accident or incident.	3Y*	PP	*= Retain longer if involved in litigation. Consult with legal counsel prior to disposition.

Hazardous Materials Reporting and Permits			
<b>Permits/Licenses</b> Applications and issued items to include open burn permits, fireworks, hazardous materials handling, etc.	C+ 3Y	E	C= Date permit expires
<b>Hazardous Materials/Substances Right to Know Files</b> Consists of detailed product/chemical identification listings supplied annually by individual employers that hold, use or sell products considered hazardous by the USDOL. Files may include USDOL forms or safety data sheets, emergency and hazardous chemical inventory forms, company emergency plans, inspection reports or other mandated documentation relating to hazardous substances.			
Annual Updates from Companies	3Y	E	*= As long as the company does business in Cordova.
All Other Records	*+ 7Y	E	

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<b>Public Safety - Fire</b>	<b>Retention and Disposition</b>	<b>Format</b>	<b>Remarks</b>
<b>Records Type/Description</b>			

<b>Equipment</b>			
<b>Equipment Inspection Records</b> Records of inspections for vehicles, mechanical systems, hoses, ladders and mask service information.	3Y	E	
<b>Fire Hydrant Identification Files</b> Locations, date installed, size, inspection records.	C	E	C= Until hydrant is no longer in service.

<b>Training and Response Plans</b>			
<b>Training and Certification Records</b>	C+ 6Y	E	C=Until employee is terminated or volunteer is no longer active.
<b>Contingency and Emergency Services Plans</b>	P	E	
<b>Oil Spill Preparedness Files</b> Includes information related to oil spill drills, incidents and inspections.	6Y	E	

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Planning and Community Development	Retention and Disposition	Format	Remarks
Records Type/Description			

Planning and Community Development			
Land Use - General			
<b>Land Use and/or Building Proposals</b> Official correspondence, master, preliminary, and final plans, amendments, written comments from federal, state or other municipal agencies, permits and agreements with state and federal reviewing agencies, approved master and preliminary plans, site and impact analyses.  Approved and Waivered  Denied and Withdrawn	P  3Y	PP  PP	
<b>Planning and Zoning Enforcement Case Files</b> Complaints and associated actions regarding regulations enforcement	C+ 6Y	E	C= Date case is resolved.
<b>Land Classification and Management</b> Actions to classify lands within the City's jurisdiction. May relate to acquisitions, sales, leases, management agreements, resource sales, etc.	C+ 10Y	E	C= Date case is resolved. If case files are subject to potential litigation, retain until file no longer has legal value.
<b>Plans, Maps, Drawings</b> Plans, drawings, maps and as-builts including, but not limited to, municipal buildings, streets, survey/plat, lot plans, layout/grade, zoning, easements, landfills, subdivisions, traffic control, water and fire lanes.	P	E	
<b>Real Property</b> Disposal and acquisition, quit claim deeds, bills of sale, and other documentation related to easements, rights of way, other properties.	P	PP	
<b>Building and Land Inventory Records</b> New building construction and removal/renovation of older buildings; and, tracks land, subdivision, etc.	6Y	E	
<b>Right of Way and Easement Files</b> Grant of easement records for legal permission to conduct work on private property, including, but not limited to, laying, constructing, maintaining, operating, repairing and servicing water and sewage pipes, mains, drains, signs and utilities. Also vacations, descriptions of easement areas, diagrams, plans agreement, memoranda correspondence and property disposition.	P	PP	

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Planning and Community Development		Retention and Disposition	Format	Remarks
Records Type/Description				

<b>Land Parcel Files</b> Full legal description and chain of title information for all land parcels. Includes nonconforming (illegal) splits.		C	E	
<b>Land Township Files</b> Includes deeds, easements, as-builts, surveys, entitlements, legal actions and documents.		P	O	
<b>Municipal Entitlement Records</b> History of land acquired from the State.		P	O	
<b>Regulatory Compliance</b> State, federal, and local reviews for conformance with external land use requirements, to include Coastal Management, EPA, native lands, etc. Compliance records may include copies of applications for authorization to perform work, request for preliminary determinations, wetlands determinations complaints, notices of violations, plans/maps, notices of public hearings, correspondence and memoranda.		C + 6Y	O	
<b>Flood Control</b> Erosion control studies, flood plain data, correspondence, maps and drawings documenting flood/erosion areas and specific problem parcels.		C	PP	

Capital Improvements and Construction			
<b>Capital Improvement Request Files</b> Documents capital improvements to public facilities, transportation systems and school districts for which a list of projects are nominated and prioritized for funding.	C+ 6Y	E	C= Until project is completed. AS 29.35.100
<b>Permits</b> Application files for permits including: Construction, Building, and Utility. May consist of applications, copy of permit, maps, site plans/plats, specifications, drawings, engineer/architect's certification, as-builts, inspection reports, accounting data, etc. Includes approved, conditional and temporary permits.	C+ 6Y	E	C=Life of the permit.
<b>Permits Register</b> List of all permits issued by Planning and/or Public Works (construction-related).	P	E	

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Planning and Community Development		Retention and Disposition	Format	Remarks
Records Type/Description				

<b>Construction Project Files</b> Includes specifications, contracts, plans, bids, evaluations, performance bonds and correspondence documenting solicitation, selection, award/administration of contracts and professional service agreements. May include field reports, job accounting information, contract modifications, data relative to utilities and project close-out information.		C+ 6Y	E	C= Until project is completed. Portions may be retained for different periods under procurement or finance sections.
<b>Site Selection Files</b> Documents site selection for proposed facilities including fire service, libraries, parks, police, schools, utilities, water and sewer.		P	PP	
<b>Subdivision and Land Development Projects</b> Records documenting property subdivisions. May include applications, site plan review, check lists, inspections, diagrams, plans, plats, drawings, specifications, covenants, subsurface soils investigations, boundary surveys, memoranda and other analyses.  Approved  Denied		P  C	PP  PP	

Leased Property			
<b>City Leases</b>	C+ 6Y	E	C= Life of the Lease
<b>Reports of Collection</b>	6Y	E	

Names - Geographic and Road Addressing			
<b>Geographic Names</b> Consists of applications and backup data relating to the naming of mountains, lakes, streams and other geographic features.	P	PP	
<b>Road Names and Addressing</b> Information regarding road names and addresses, changes, copies of affidavit of publication.	P	PP	

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Property Tax Assessment	Retention and Disposition	Format	Remarks
Records Type/Description			

Property Tax Assessment			
<b>Annual Tax Assessment Roles</b> Real and business property annual assessment rolls. Includes property description, assessed value of property and names/addresses of owners.	P	E	AS 29.45.160
<b>Notices of Assessment</b> Real and personal property assessment notices, including those undeliverable.	6Y	E	
<b>Certification Files</b> Annual assessment roll certifications, including senior citizen, disabled, and other specialized categories.	6Y	E	
<b>Tax Appeal Files</b> Includes written appeal, review actions and certifications.	6Y	E	
<b>Real Property Parcel Master File</b> Records used to certify and document the assessed value of all real property. Includes exemptions.	P	E	
<b>Property Tax Foreclosure Records</b> May include parcel inventory files and property acquired through tax foreclosure.	P	O	

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Public Works	Retention and Disposition	Format	Remarks
Records Type/Description			

Public Works			
Facilities			
<b>Work/Repair Orders and Complaints</b> Request for work or repairs initiated by citizen complaint or internally. Data may include name and number of complainant or requestor, location and type of work to be performed, dates and times of receipt/response. This series would include any maintenance on vehicles or buildings.	3Y	E	
<b>Facility Maintenance</b> Includes all documents, files and data relating to maintenance, compliance, monitoring and operation of City facilities/property. Includes inspection certificates, utilities correspondence, plans, reports, etc.	L OR C	E	L= For the life of the facility. C= until obsolete.
<b>Geologic Data</b> Documents relating to slides, avalanches, borings/drainage, and other subsurface conditions including piling records.	P	E	

Street Maintenance			
<b>Snow Plow Files</b> Records relating to snow plow routes and activity. May include logs, crew lists, maps, snow dump locations, or other documentation relevant to snow removal.	C	E	

Water and Wastewater			
<b>Water and Sewer Assessments, Location and Connections</b> Records detailing connections for individual properties and or municipal systems. Includes location, diagram, address, measurements, photographs, abatements. May include system specifications, request for location of connections, surveys, sketches, inspection and work reports.	P	E	
<b>Water Service and Valve Location Records</b> Detailing water service connections for individual properties and/or shared water system.	C	E	
<b>Water System Monitoring Charts and Logs</b> Graphs monitoring water distribution system including flow rates, pressure and elevation. Logs documenting water readings including date, time, reading information.	5Y	E	

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Public Works		Retention and Disposition	Format	Remarks
Records Type/Description				
<b>Water System Repair and Maintenance Records</b> Record of work performed on individual connections, mains, etc.		3Y	E	
<b>Water Testing Records</b> Record of water testing and analysis conducted on water system. Records may include but are not limited to, laboratory certificates of analysis; microbiological, samples analysis and other result reports; water supply summary sheet; monthly water quality logs; chain of custody forms; and, lead/copper/nitrate results.				
Lead and copper analyses, corrosion control sampling and source water treatment records.		12Y	E	18 AAC 70
Chemical, organic/inorganic chemical, radiological and turbidity analyses, and sanitary system survey data.		10Y	E	18 AAC 72
Records of action taken to correct violations of primary drinking water regulations.		*+ 3Y	E	18 AAC 80 *= Until last action is taken with respect to the applicable violation.
<b>Water Management Plans</b> Plans mandated by Alaska Statute and regulated through the Alaska Administrative Code.		P	E	
<b>Refuse and Landfill</b>				
<b>Landfill Operations</b> Records relating to municipal landfill operations. May include certificates of insurance; ground water samples/analysis; EPA screening site inspection; preliminary assessments; state field test reports; methane gas analyses/results; engineering, operating, contingency, sedimentation and erosion control plans; hydro geological reports; monitoring logs; CERCLIS documentation; site access agreements; and, closure/post closure records.		P	E	CERCLIS= Comprehensive Environmental Response, Compensation and Liability. 23 AAC 60.380 (a) (2)
<b>Recycling and Hazardous Waste Records</b> Record of materials (household and other hazardous materials) received by the municipal refuse center/landfill and shipped out by public works staff. Data may include disposal authorizations/certifications, name of resident, address, date, materials delivered and vehicle registration number.		3Y*	E	*= Retain permanently if subject to potential litigation.

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Library and Museum	Retention and Disposition	Format	Remarks
Records Type/Description			

Library and Museum			
<b>Accession Records</b> Documenting library/museum accessions and may include date purchased/amount, publisher, classification code, detailed descriptions, artifact care data, etc.	P	E	
<b>De-Accession Records</b> Items transferred, returned to donor, or disposed.	P	E	
<b>Circulation Records</b> May include privileged patron information, circulation cards, overdue notices, etc.	C	E	Confidential per AS 09.25.140
<b>Shelf Lists and Inventories</b>	C	E	
<b>Accreditation Files</b>	P	E	
<b>Reference Requests and Collection Access</b> Maintained for statistical purposes and documents pertinent researcher data (name, address, research topic, and materials requested.)	C	E	
<b>Conservation Reports</b> Artifact conservation records, including reports, photos, slides and negatives.	P	E	

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Port and Harbor Operations	Retention and Disposition	Format	Remarks
Records Type/Description			

<b>Port and Harbor Operations</b>			
<b>Applications and/or Permits</b> Includes moorage, storage, and other services requiring application.	2Y	O	
<b>Customer Invoices/Charges for Service</b>	3Y	E	
<b>Port Improvements</b> Development, records and correspondence from Army Corps of Engineers and DEC.	P	E	
<b>Recycling and Hazardous Waste Records</b> Record of materials (oil, antifreeze) processed by the harbor staff. Data may include disposal authorizations/certifications, date, materials delivered and recipient information.	3Y*	E	*= Retain permanently if subject to potential litigation.
<b>Impound/Abandoned Property and Information</b>	C+ 2Y	O	C= Termination of impound or disposal of property, whichever is later.
<b>USCG Certification and Insurance</b>	3Y	O	

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Information Technology	Retention and Disposition	Format	Remarks
Records Type/Description			

Information Technology			
<b>Computer, Network and System Backups</b> Local backup to an in-house server. Data is backed up to an offsite cloud location over the network for additional redundance and security.	C	E	C= Data on drives is rotated according to existing procedures.
<b>System Inventory, Infrastructure and Documentation</b> System documentation, wiring records, (specifications/drawings of buildings cables or computer hardware connections), software licenses/agreements, data systems and file specifications, security information (access requests/authorizations/logs, passwords), disaster recovery procedures, user guides, usage/inventory reports, backup procedures.	C	O	C= until obsolete
<b>IT Service Requests</b>	3Y	E	
<b>Website</b> Content records, site registrations, policies, procedures, applications, copyright permissions, site structure/directory, server and hosting, metrics	3Y	E	

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Parks and Recreation	Retention and Disposition	Format	Remarks
Records Type/Description			

Parks and Recreation			
<b>Recreation Programs</b> Relating to programs and activities sponsored or developed by the Department. Records may include participant rosters, sponsor forms, schedules, tournament seedings, permission slips, volunteer lists, brochures, flyers and correspondence.	3Y*	E	*Histories and photographs should be retained permanently.
<b>Certification and Training Records</b> Coaches, instructors, lifeguards, etc. May include volunteer registrations, background checks, reference and training videos, newsletters and other certifications.	C	E	
<b>Park Property Records</b> Documents topographic features, drainage, structures, proposed enhancements, etc. Includes utility maps, easements and as-builts.	P	E	

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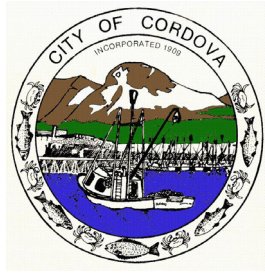
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**AGENDA ITEM # 8**  
**City Council Meeting Date:**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Helen Howarth, City Manager

**DATE:** 9/1/23

**ITEM:** Award of contract for investment services to Alaska Permanent Capital Management Company beginning 10/1/23 through 12/31/25 with option to extend for two years.

**ACTION:** Council authorizes the City Manager to negotiate the contract for investment advisory services with Alaska Permanent Capital Management.

---

☐ ORDINANCE  
☒ MOTION

☐ RESOLUTION  
☐ INFORMATION

---

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

**A. Identity of Contractor:** Alaska Permanent Capital Management Company

**B. Contract Price:**

Contract charge for Multi-Asset investments is .5% (.005) of assets under management up to \$10M, and .25% (.0025) for balances over \$10M.

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

- A.** Assist the City with cash flow / maturity analysis
- B.** Provide credit analysis of investment instruments in the portfolios
- C.** Provide monthly, quarterly, fiscal year annual and calendar year annual reporting on the City's Operating portfolio and Enhancement portfolio.
- D.** Attend quarterly meetings via conference call with the City investment committee.
- E.** Attend one City Council work session annually to communicate annual performance
- F.** Evaluate market risk and develop strategies that minimize the impact on the portfolios
- G.** Provide assurance of portfolio compliance with applicable policies and laws
- H.** Establish an appropriate performance benchmark
- I.** Review the City's investment policy and make appropriate recommendations
- J.** Ensure that the portfolios match the City's objectives
- K.** Serve as a fiduciary on behalf of the City's investment portfolios
- L.** Investment practices and procedures must comply with the laws of the State of AK and the City of Cordova's written investment policy. The investment advisory firm will be expected to perform to the Prudent Expert Standard.

**II. RECOMMENDED ACTION:** Council approves motion: to direct the City Manager to negotiate a contract with Alaska Permanent Capital Management for investment portfolio management for General Fund reserves and City Permanent Fund.

**III. FISCAL IMPACTS:** Contract charge for Multi-Asset is .5% (.005) of assets under management up to \$10M and .25% (.0025) for balances over \$10M. These fees will be paid through the invested portfolio, not from operating funds, and will vary depending on fund balances and portfolio performance. It is anticipated the new contract will result in higher earnings for reinvestment or City use.

**IV. BACKGROUND INFORMATION:** City issued an RFP for investment services on August 18, 2023 and received two responses. City's longstanding advisor, UBS Financial Services, declined to respond to the RFP and their services to City will end on award of this contract. City's investment policy allows for a mix of equity and fixed income investments to maximize return with a modest risk to corpus. City has been at a 40% equity allocation for some time now and could possibly be higher in the contract ahead.

**A two-person review panel evaluated the two proposals based on the following criteria:**

- a. Understanding of City's investment objectives and its unique constraints.
- b. Experience, resources, and qualifications of the firm and individuals assigned to City's account.
- c. Experience of the firm in managing state and local government portfolios.
- d. Recommended approach to management of the portfolios.
- e. Fees

Both responders are highly qualified with experience managing government portfolios. However, the two responders had different recommended investment approaches: one a fixed income approach that preserves corpus through safe, high yield bonds; the other more closely aligned with City's Investment Policy with a mixed portfolio of equity and fixed income investments producing higher yields. Both firms are highly regarded by their references.

Fees were within one basis point of each other, but the recommended firm has the lower fee. The recommended firm has a long history in Alaska and serves the Alaska Municipal League Investment Pool and permanent funds for the cities of Fairbanks, Wrangell and Sitka. The other is based in Wisconsin and has no other Alaskan clients.

While both firms would ably serve City, Alaska Permanent Capital Management is recommended to Council due to its demonstrated performance, lower fees and Alaska base of operations.

**V. LEGAL ISSUES:** Contract shall be negotiated and awarded per Code sections 5.12.040.

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

	CITY OF CORDOVA - GENERAL FUND					
	FUND SUMMARY					
	FOR THE 7 MONTHS ENDING JULY 31, 2023					
	<b>GENERAL FUND 101</b>					
		PY ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>DEPARTMENT</b>	<b>REVENUE</b>					
300	TAXES	\$ 4,110,999.88	\$ 3,883,093.18	\$ 7,911,700.00	\$ 3,968,606.82	49.08%
301	LICENSES & PERMITS	\$ 1,490.00	\$ (1,955.00)	\$ 21,750.00	\$ 23,705.00	-8.99%
302	OTHER GOVERNMENTAL	\$ 714,790.95	\$ 760,301.47	\$ 2,447,655.00	\$ 1,687,353.53	31.06%
303	LEASES & RENTS	\$ 195,291.54	\$ 235,862.00	\$ 400,848.00	\$ 164,986.00	58.84%
304	LAW ENFORCEMENT	\$ 176,091.62	\$ 300,018.95	\$ 426,587.00	\$ 126,568.05	70.33%
305	D. M. V.	\$ 35,605.39	\$ 30,529.24	\$ 57,700.00	\$ 27,170.76	52.91%
323	PLANNING	\$ 3,170.00	\$ 2,975.00	\$ 7,500.00	\$ 4,525.00	39.67%
345	RECREATION	\$ 65,618.58	\$ 85,953.05	\$ 80,150.00	\$ (5,803.05)	107.24%
346	BOB KORN POOL	\$ 9,752.42	\$ 22,252.66	\$ 52,250.00	\$ 29,997.34	42.59%
347	SALE OF PROPERTY	\$ 11,783.55	\$ 25,951.50	\$ 3,000.00	\$ (22,951.50)	865.05%
390	INTERFUND TRANSFERS IN	\$ -	\$ 366,150.00	\$ 965,826.00	\$ 599,676.00	37.91%
397	OTHER REVENUE	\$ 47,788.56	\$ 195,068.00	\$ 152,282.00	\$ (42,786.00)	128.10%
398	STATE DEBT SERVICE REIMBURSEMENT	\$ 484,626.00	\$ 874,898.00	\$ 950,000.00	\$ 75,102.00	92.09%
399	APPROPRIATION FROM RESERVE	\$ -	\$ -	\$ 167,538.00	\$ 167,538.00	0.00%
	<b>Total Revenue</b>	\$ 5,857,008.49	\$ 6,781,098.05	\$ 13,644,786.00	\$ 6,803,687.95	49.70%
<b>DEPARTMENT</b>	<b>EXPENDITURES</b>					
401	CITY COUNCIL	\$ 3,705.76	\$ 4,038.58	\$ 7,300.00	\$ 3,261.42	55.32%
402	CITY CLERK	\$ 270,564.09	\$ 196,879.74	\$ 340,406.00	\$ 143,526.26	57.84%
403	CITY MAYOR	\$ 50.00	\$ 231.60	\$ 2,500.00	\$ 2,268.40	9.26%
421	CITY MANAGER	\$ 253,553.85	\$ 359,531.79	\$ 676,688.00	\$ 317,156.21	53.13%
422	FINANCE	\$ 316,682.96	\$ 341,031.77	\$ 512,095.00	\$ 171,063.23	66.60%
	ASRRC-PROCESSING FEES/EXPENSES	\$ -	\$ 35,000.00	\$ 60,000.00	\$ 25,000.00	58.33%
423	PLANNING	\$ 78,583.27	\$ 84,104.21	\$ 153,037.00	\$ 68,932.79	54.96%
424	PLANNING COMMISSION	\$ 995.86	\$ 601.67	\$ 1,500.00	\$ 898.33	40.11%
440	DEPARTMENT OF MOTOR VEHICLES	\$ 45,427.29	\$ 41,710.91	\$ 62,791.00	\$ 21,080.09	66.43%
441	LAW ENFORCEMENT	\$ 587,710.69	\$ 691,833.96	\$ 1,217,108.00	\$ 525,274.04	56.84%
442	JAIL OPERATIONS	\$ 159,532.90	\$ 179,126.52	\$ 301,650.00	\$ 122,523.48	59.38%
443	FIRE & EMS	\$ 280,433.70	\$ 275,694.27	\$ 531,496.00	\$ 255,801.73	51.87%
445	DISASTER MANAGEMENT	\$ 7,654.24	\$ 8,604.99	\$ 15,000.00	\$ 6,395.01	57.37%
501	LIBRARY	\$ 354,413.20	\$ 199,065.09	\$ 479,129.00	\$ 280,063.91	41.55%
502	CORDOVA CENTER	\$ -	\$ 21,712.63	\$ 147,396.00	\$ 125,683.37	14.73%
503	MUSEUM	\$ -	\$ 189,766.77	\$ 340,796.00	\$ 151,029.23	55.68%
598	FACILITY UTILITIES	\$ 126,350.30	\$ 82,414.03	\$ 203,100.00	\$ 120,685.97	40.58%
601	PUBLIC WORKS ADMINISTRATION	\$ 110,098.43	\$ 116,160.88	\$ 217,264.00	\$ 101,103.12	53.47%
602	FACILITY MAINTENANCE	\$ 220,225.15	\$ 191,271.12	\$ 383,283.00	\$ 192,011.88	49.90%
603	STREET MAINTENANCE	\$ 323,806.30	\$ 357,349.00	\$ 758,910.00	\$ 401,561.00	47.09%
604	SNOW REMOVAL	\$ 47,279.88	\$ 30,262.02	\$ 74,916.00	\$ 44,653.98	40.39%
605	EQUIPMENT MAINTENANCE	\$ 199,304.21	\$ 261,978.13	\$ 337,320.00	\$ 75,341.87	77.66%
606	PARKS MAINTENANCE	\$ 97,720.66	\$ 118,483.21	\$ 420,982.00	\$ 302,498.79	28.14%
607	CEMETERY MAINTENANCE	\$ 1,291.57	\$ 7,243.21	\$ 15,935.00	\$ 8,691.79	45.45%
608	PARKS & REC ADMINISTRATION	\$ 35,752.47	\$ 183,050.75	\$ 262,555.00	\$ 79,504.25	69.72%
701	RECREATION - BIDARKI	\$ 139,730.55	\$ 84,952.96	\$ 237,326.00	\$ 152,373.04	35.80%
702	RECREATION - SWIMMING POOL	\$ 225,863.79	\$ 263,044.37	\$ 477,982.00	\$ 214,937.63	55.03%
704	SKI HILL	\$ 51,906.10	\$ 47,311.88	\$ 122,100.00	\$ 74,788.12	38.75%
824	NON-DEPARTMENTAL	\$ 426,632.46	\$ 577,965.53	\$ 877,613.00	\$ 299,647.47	65.86%
895	LONG TERM DEBT SERVICE	\$ 391,487.50	\$ 367,362.50	\$ 1,715,100.00	\$ 1,347,737.50	21.42%
901	INTERFUND TRANSFERS OUT	\$ -	\$ 251,508.00	\$ 251,508.00	\$ 251,508.00	100.00%
902	TRANSFERS TO OTHER ENTITIES	\$ 1,330,081.93	\$ 1,409,468.35	\$ 2,440,000.00	\$ 1,030,531.65	57.77%
	<b>TOTAL EXPENDITURES</b>	\$ 6,086,839.11	\$ 6,978,760.44	\$ 13,644,786.00	\$ 6,917,533.56	51.15%
	<b>NET</b>	\$ (229,830.62)	\$ (197,662.39)	\$ -	\$ (113,845.61)	

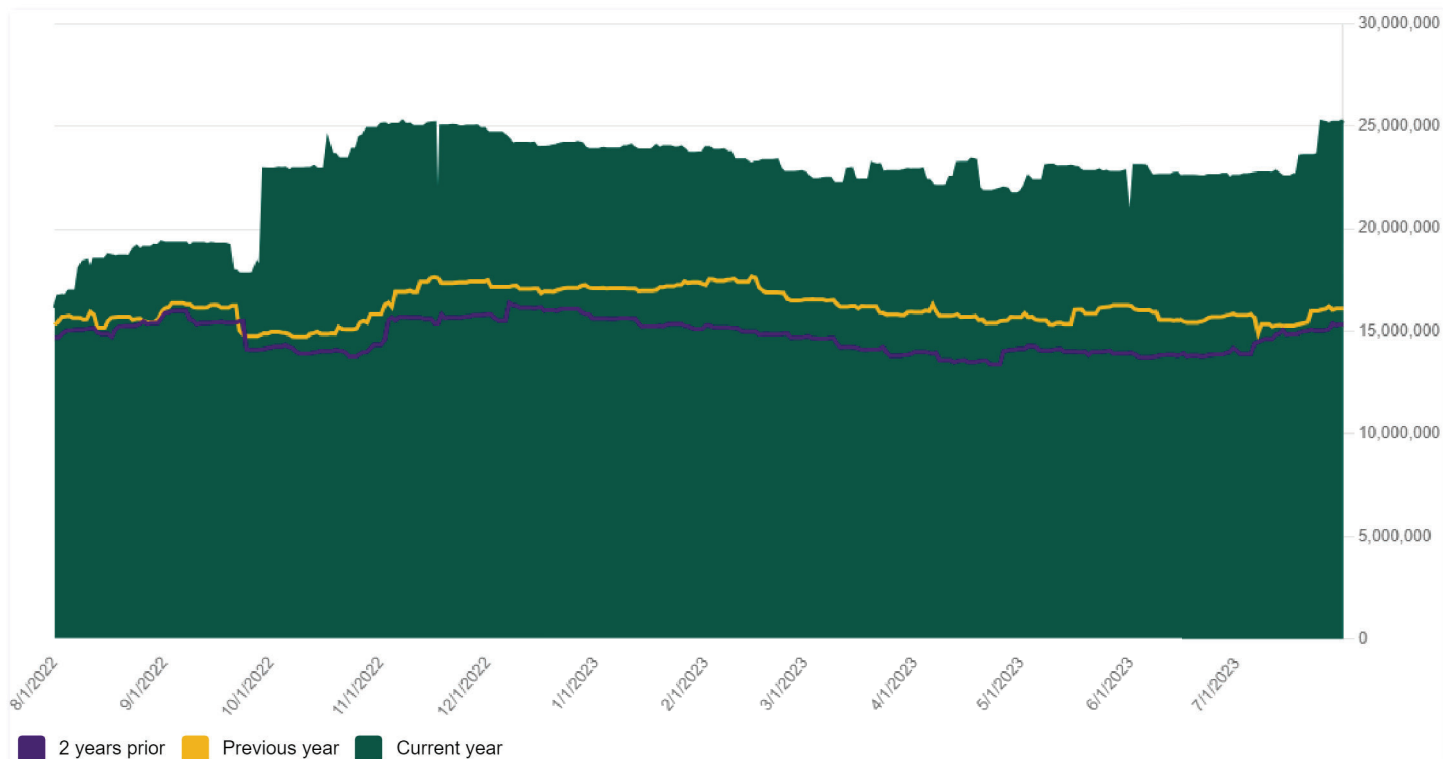
# cashBoard (5/1/2023 - 7/31/2023)

The following data summarizes your organization's financial relationships and cash balances for the analyzed period.

Financial Relationship Summary		Liquidity Breakdown				
1	3					
Banking Relationships	Investment Relationships					
5 accounts	9 accounts					
0	0					
Change in bank accounts	Change in investment accounts					
		All accounts	Period interest	Yield	Avg balances	% of funds
		Accounts: 14	\$186,033	3.26%	\$22,871,859	100%
		No Yield-Liquid Dollars	Period interest	Yield	Avg balances	% of funds
		Accounts: 3	\$0	0.00%	\$1,526,125	6.7%
		Liquid Dollars	Period interest	Yield	Avg balances	% of funds
		Accounts: 4	\$117,435	4.26%	\$11,051,005	48.3%
		Fixed Income	Period interest	Yield	Avg balances	% of funds
		Accounts: 7	\$68,599	2.67%	\$10,294,729	45%

cashVest Analysis	
<p>As of July 31, the City's cash position increased by \$9.1+ million for all accounts. The City's operational balances were up \$3.7+ million as compared to the same day last year. These single-day increases are consistent with the observed increases in trailing three- and 12-month average balances. It should be noted that the large short-term increase in balances in the latter portion of 2022 was related to bond proceeds held in the City's operating accounts. These are now accounted for separately in one of the two AMLIP accounts. Excluding the temporary increase related to bond proceeds, the City maintains a strong and consistent cash position, as supported by cyclical cash flows. These characteristics provide confidence in the stress test and short-term model results. Using the results of these models can assist the City in maximizing the value of all cash assets.</p>	

## CurrentStatus - All Accounts



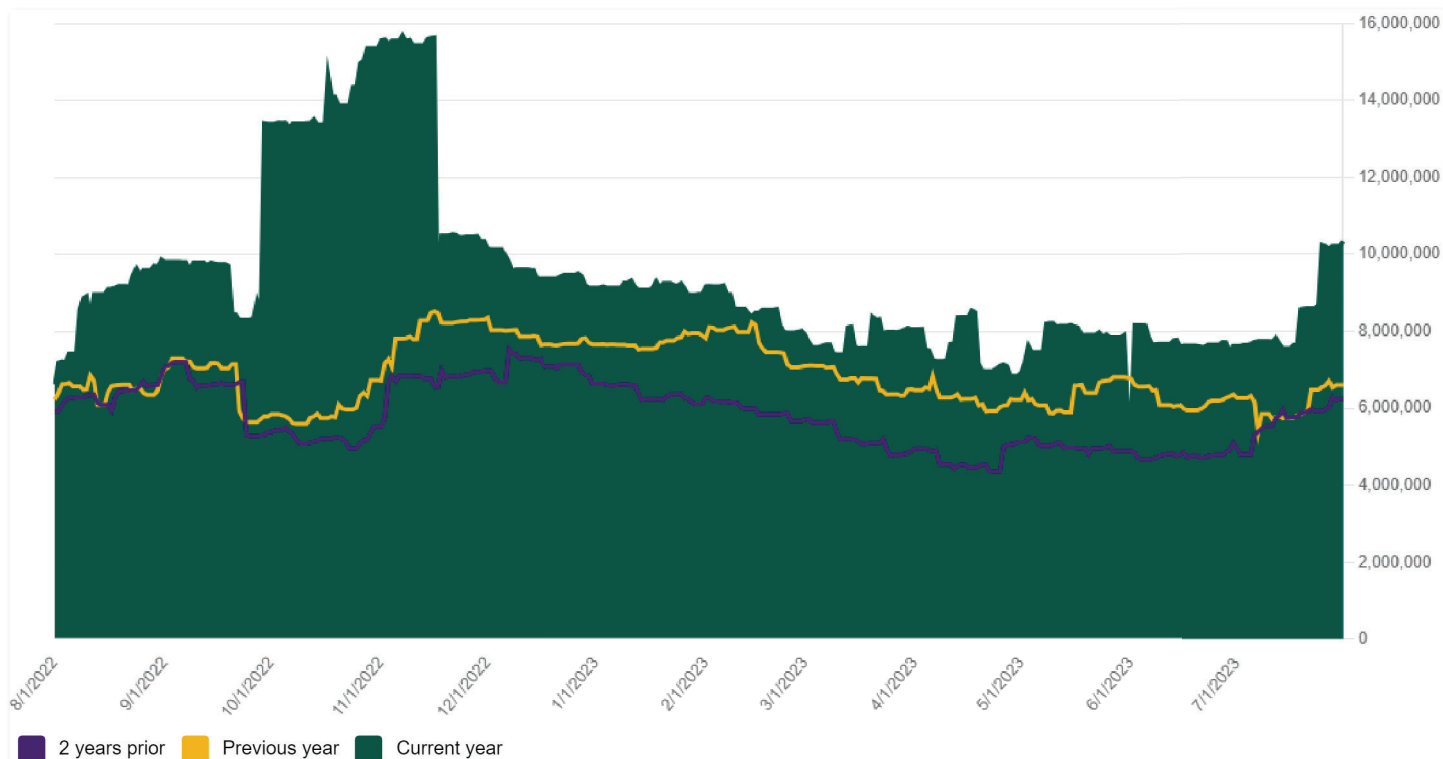
### 12 Month Average Balance (8/1/2022 - 7/31/2023)

Previous year	Current year	Difference
\$16,191,423	\$22,539,795	\$6,348,372

### Period Average Balance (5/1/2023 - 7/31/2023)

Previous year	Current year	Difference
\$15,735,664	\$22,871,859	\$7,136,195

## CurrentStatus - Main Operating Accounts



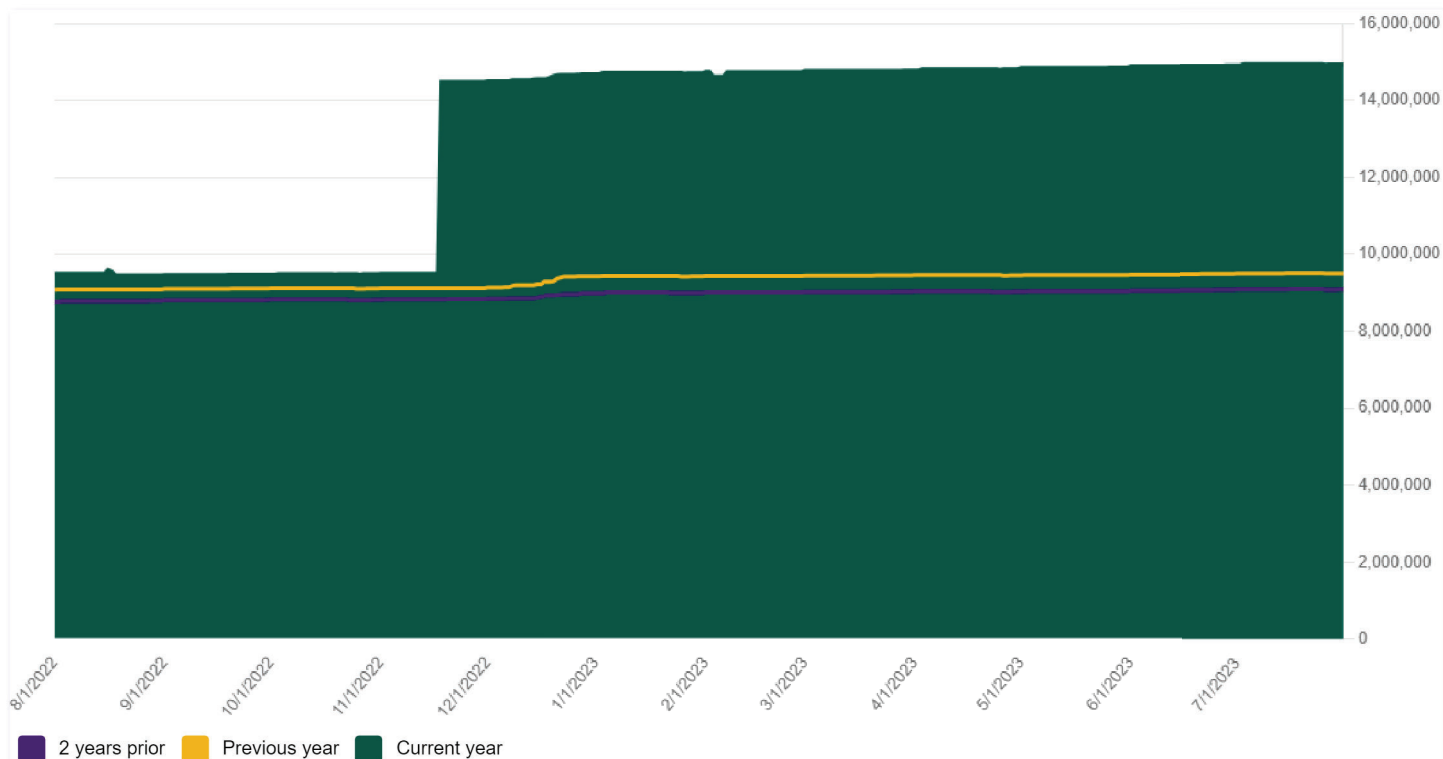
### 12 Month Average Balance (8/1/2022 - 7/31/2023)

Previous year	Current year	Difference
\$6,852,931	\$9,345,204	\$2,492,273

### Period Average Balance (5/1/2023 - 7/31/2023)

Previous year	Current year	Difference
\$6,245,395	\$7,978,007	\$1,732,613

## CurrentStatus - All Other Accounts (non-operating)



### 12 Month Average Balance (8/1/2022 - 7/31/2023)

Previous year	Current year	Difference
\$9,338,492	\$13,194,591	\$3,856,099

### Period Average Balance (5/1/2023 - 7/31/2023)

Previous year	Current year	Difference
\$9,490,270	\$14,893,852	\$5,403,582

# Account Optimization

The following analysis provides a detailed review of your financial relationships and account structure, identifying areas to improve efficiencies as well as reduce expenses. An optimized account structure will simplify balance management and allow you to more easily maximize the value on all cash.

**cashVest Analysis**

**Account Analysis**

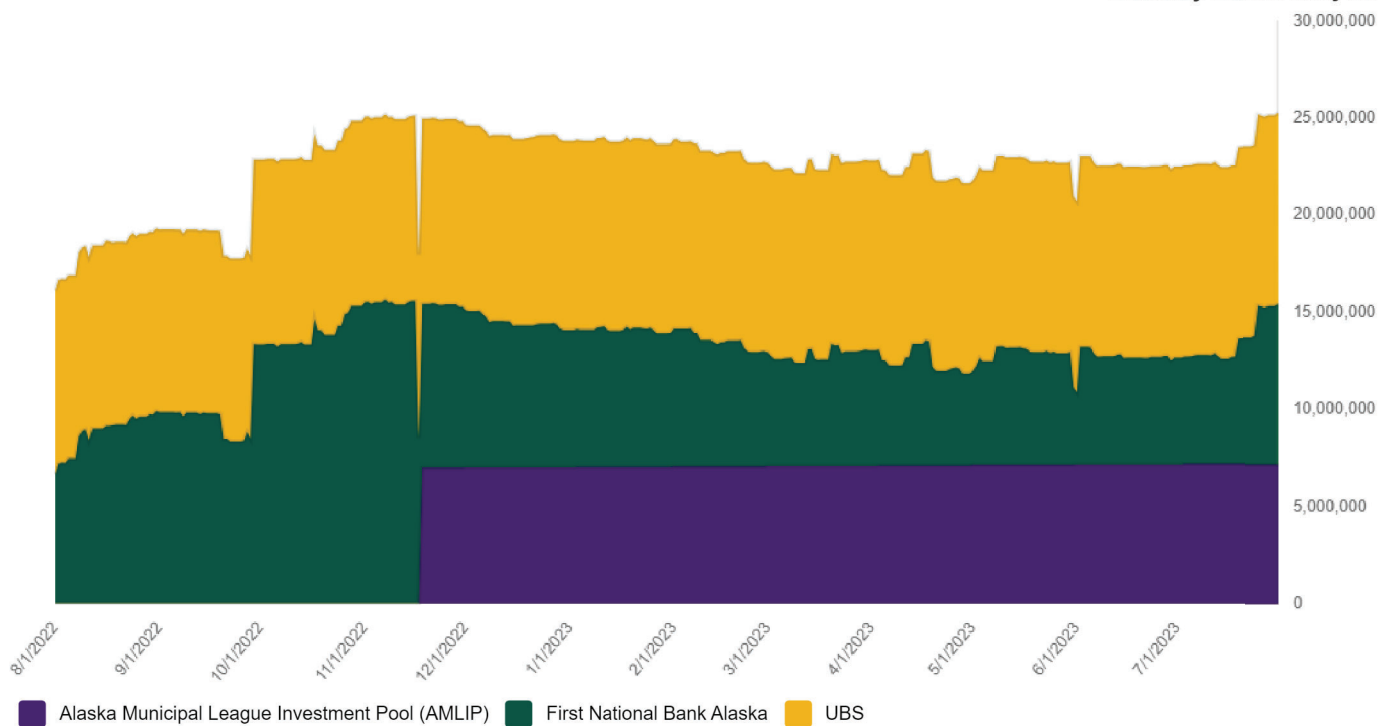
FNBA is the City's main transactional bank with 7 accounts. Balances with this bank represented 74% of all cash assets for all operating accounts. Average balances ranged from \$0 to \$3.6 million for individual accounts. 4 of the 7 accounts earned interest. Of the 4, two accounts are CDs whose only transactions for the period were periodic interest payments, both with yields far below current benchmarks. These CDs are earning below market rates and would benefit from being placed in AMLIP or other higher-yielding products.



## Bank by Bank

### Account Analysis

#### Bank by Bank Analysis



### Annual Balances

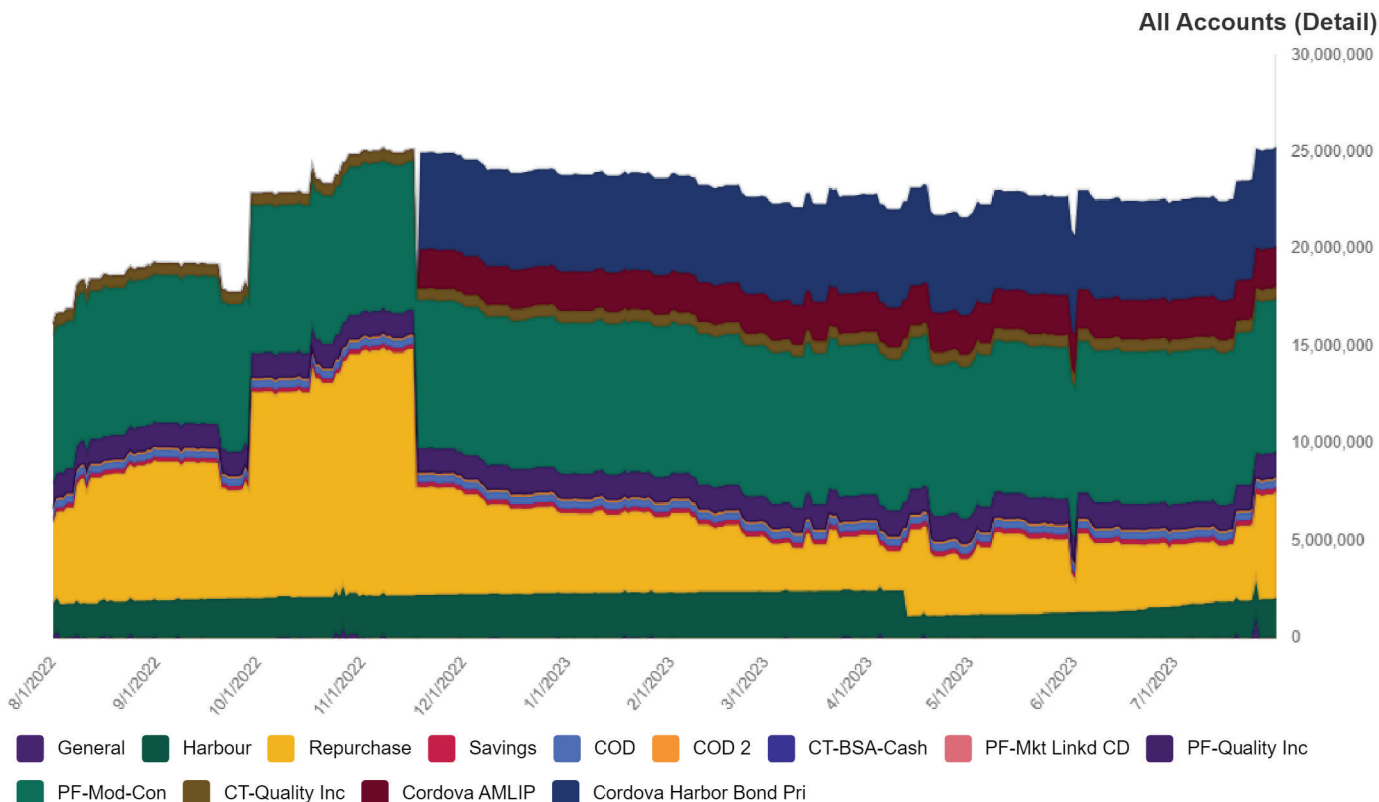
	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
Alaska Municipal League Investment Pool (AMLIP)	\$7,165,010	\$4,956,147	\$2,774	3.85%	\$190,181
First National Bank Alaska	\$8,276,078	\$7,921,480	\$3,809,705	1.74%	\$137,554
UBS	\$9,824,371	\$9,662,168	\$9,465,308	4.17%	\$401,462
<b>Grand Total</b>	<b>\$25,265,459</b>	<b>\$22,539,795</b>	<b>\$16,157,076</b>	<b>3.24%</b>	<b>\$729,197</b>

# Period Balances

	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
Alaska Municipal League Investment Pool (AMLIP)	\$7,165,010	\$7,135,748	\$7,107,610	4.73%	\$84,203
First National Bank Alaska	\$8,276,078	\$5,929,014	\$3,809,705	2.27%	\$33,626
UBS	\$9,824,371	\$9,807,098	\$9,783,626	2.79%	\$68,204
<b>Grand Total</b>	\$25,265,459	\$22,871,859	\$20,750,151	3.26%	\$186,033

## All Accounts (Detail)

### Account Analysis



### Annual Balances

	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
Payroll - x1153	\$0	\$0	\$0	0.00%	\$0
General - x1179	\$14,504	\$18,669	\$0	0.00%	\$0
Harbour - x1187	\$2,046,035	\$1,969,860	\$1,131,981	0.00%	\$0
Repurchase - x3953	\$5,461,309	\$5,206,328	\$1,736,552	2.63%	\$136,712
Savings - x5757	\$266,510	\$239,302	\$213,929	0.10%	\$242
COD - x7077	\$378,554	\$378,320	\$378,184	0.10%	\$370
COD 2 - x8877	\$109,166	\$109,002	\$108,936	0.21%	\$230
CT-BSA-Cash - x3543	\$2,650	\$2,716	\$2,572	4.10%	\$111
PF-Mkt Linkd CD - x3544	\$991	\$988	\$813	4.32%	\$43
PF-Quality Inc - x3545	\$1,334,773	\$1,308,450	\$1,279,411	4.64%	\$60,655

	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
PF-Mod-Con - x3546	\$7,860,501	\$7,735,806	\$7,580,554	4.06%	\$314,377
CT-Quality Inc - x4046	\$625,456	\$614,207	\$601,363	4.28%	\$26,276
Cordova AMLIP - x0473	\$2,057,396	\$1,423,723	\$2,774	3.84%	\$54,622
Cordova Harbor Bond Pri - x4732	\$5,107,614	\$3,532,424	\$0	3.84%	\$135,559
<b>Grand Total</b>	\$25,265,459	\$22,539,795	\$16,157,076	3.24%	\$729,197

# Period Balances

	Ending Balance	Avg. Balance	Min Balance	Interest Rate	Interest Sum
Payroll - x1153	\$0	\$0	\$0	0.00%	\$0
General - x1179	\$14,504	\$17,647	\$0	0.00%	\$0
Harbour - x1187	\$2,046,035	\$1,508,478	\$1,187,157	0.00%	\$0
Repurchase - x3953	\$5,461,309	\$3,655,306	\$1,736,552	3.60%	\$33,148
Savings - x5757	\$266,510	\$259,952	\$255,027	0.13%	\$83
COD - x7077	\$378,554	\$378,549	\$378,290	0.28%	\$264
COD 2 - x8877	\$109,166	\$109,083	\$109,036	0.47%	\$130
CT-BSA-Cash - x3543	\$2,650	\$2,632	\$2,620	5.18%	\$34
PF-Mkt Linkd CD - x3544	\$991	\$983	\$979	4.99%	\$12
PF-Quality Inc - x3545	\$1,334,773	\$1,331,062	\$1,327,019	3.63%	\$12,165
PF-Mod-Con - x3546	\$7,860,501	\$7,848,493	\$7,830,768	2.58%	\$51,112
CT-Quality Inc - x4046	\$625,456	\$623,928	\$622,240	3.10%	\$4,880
Cordova AMLIP - x0473	\$2,057,396	\$2,048,994	\$2,040,914	4.68%	\$24,179
Cordova Harbor Bond Pri - x4732	\$5,107,614	\$5,086,754	\$5,066,696	4.68%	\$60,025
<b>Grand Total</b>	<b>\$25,265,459</b>	<b>\$22,871,859</b>	<b>\$20,750,151</b>	<b>3.23%</b>	<b>\$186,033</b>

## **South Harbor Project Summary as of 30AUG23:**

### **Schedule:**

Shifted demolition start date to 09OCT23 to allow more time for SERVS drills and to close out the 2023 commercial fishing season. This will provide an additional 3+ weeks for vessels to shift berths/haul-out, reconfigure A & B floats and prepare the South Harbor for demolition. No additional cost to renegotiate timeline with contractor.

### **Design:**

95% design elements met, finalizing 100% design/IFC (Issued for Construction) documents.

### **Permitting: All permits have been submitted, awaiting approval(s).**

**National Marine Fisheries Service (NMFS):** Biological Opinion-critical to permitting process, once complete all other permits begin to fall into place. Mid to late September.

### **MARAD Environmental Assessment (EA):**

- They will release a signed finding of no significant impact (FONSI) and final EA 1-2 weeks after the NMFS BO is issued.
- Continuing to work with MARAD on grant agreement and NEPA completion.

### **USACE Section 404 Clean Water Act/Section 10 Rivers and Harbors Act Individual Permit:**

- Stand-alone permit.

**USACE Section 408:** Focused on ACOE “projects” i.e., channel/fairway & breakwater/land below mean high-tide line. Pending late September.

### **Alaska Department of Environmental Conservation (ADEC) Section 401 Clean Water Act Discharge Permit**

- We expect it will take a few days to 2 weeks for ADEC to issue our permit after the public comment period is done.

### **U.S. Fish and Wildlife Service IHA:**

- Stand alone permit focused on Sea Otters.

### **Funding: Project is 45% funded, awaiting RAISE & Denali grant contract(s).**

- Closed out Clean Water Fund at \$1.975M. Add'l \$25K available post-NEPA.
- Closed out Pink Salmon Disaster Fund at \$669,488
- Closed out Legislative Grant at \$3M.
- Pending Reimbursement(s): \$3,401,287.00
- Received an additional \$750K from Denali Commission on 17JUL23. Funding details & contract are being developed.

- Congressional Appropriation: House CPF has not made announcements yet, pending concurrence with Senate. Cordova request as approved by Rep. Peltola for consideration at \$4M.
- **Overall budget to date:**

Funding Allocation Summary			
Funding Source	Allocated	Utilized through August 1	Amount Remaining
AK Clean Water Loan	\$2,000,000	\$ 1,975,000.00	\$ 25,000.00
2021 Raise Grant	\$20,000,000	\$ -	\$ 20,000,000.00
City of Cordova Bond	\$5,000,000	\$ 3,872,787.00	\$ 1,127,213.00
AK Harbor Facility Grant	\$4,656,500	\$ 2,793,900.00	\$ 1,862,600.00
Harbor Maintenance	\$ -	\$ 711,989.95	
2016 Pink Salmon Disaster	\$669,488	\$ 669,488.00	\$ -
Legislative Support	\$3,000,000	\$ 2,552,125.00	\$ 447,875.00
Cordova Supplemental	\$3,896,575	\$ 2,169,548.30	\$ 1,727,026.70
Denali	\$750,000	\$ -	\$ 750,000.00
<b>Funding Total:</b>	<b>\$39,972,563</b>	<b>\$ 14,744,838.25</b>	<b>\$ 25,189,715</b>
Original Contract Total:	\$39,596,575.00		
Change Order(s)	\$206,890		
* Current Project Cost:	\$39,803,465		
Total CDV Investment to Date	\$12,204,854.00		
* Add'l Change Order Cost	\$195,400		

## Harbor Vessel Relocation/City Impacts:

Developed comprehensive plan for vessel relocations to North Harbor and Shipyard. All notifications complete.

We will be requiring vessels on all of A float and east side of B float (trailered vessels) to haul out to remove finger floats and make additional berths for deeper draft vessels.

We will be issuing notifications of street/parking area closures and period of construction noise (piledriving) as dates become solidified.

###

**To: Mayor and City Council**  
**From: Robert Mattson, Fire Chief**  
**Date: July 5th, 2023**

## **CORDOVA VOLUNTEER FIRE DEPARTMENT**

### **Quarterly Report**

In this Second quarter of 2023. The Cordova Volunteer Fire Department responded to 36 Emergency Calls for service for a total of 238 member hours (YTD 93/434). Including emergency calls, the department participated in the regular Thursday night meetings, public education, and other activities for a total of **1271** member hours (YTD 2644).

Not included in the total Member Hours are the On-Call Status for EMS and Officer on Duty of **8320** hours (YTD 16,640).

Synopsis of notable training during the first quarter, 6 community members were taught Fire Fighter I and Hazmat options and passed the State of Alaska Exam. For Thursday night training, volunteers were trained in Water Rescue with our new Jet Ski and Inflatable rafts and trained for and exercised in the DOT Airport tri annual drill.

Please see detailed monthly activity sheets attached for more information on fire department activities.



April 2023 ACTIVITIES		Attendance	Hours	Total People Hours
<b>Date</b>	<b>Thursday Meetings</b>			
4/13	Business meeting	13	3	39
4/20	MCI trailer walkthrough	11	2	22
				0
				0
	<b>Total</b>			<b>61</b>
<b>Date</b>	<b>Public Education Taught</b>			
				0
	<b>Total</b>			<b>0</b>
<b>Date</b>	<b>Other Activities</b>			
4/1	FF1 Ladders/Tactical Ventilation Ops	9	4	36
4/3	FF1 Incident Scene Operations	7	4	28
4/3	E3 and E14 wash	1	2	2
4/3	Wash medic 7	1	2	2
4/5	FF1 and arson investigation	6	3	18
4/7	Airport and airport ops	16	3	48
4/8	Wash and inspect R1	2	2	4
4/9	OEC ops	2	5	10
4/10	OEC skills testing	2	6	12
4/11	Maint. And testing responsibilities	5	1	5
4/12	FF1 first aid	4	2	8
4/17	action and response objectives	6	3	18
4/18	Admin Finance	1	4	4
4/19	FF1 Final	5	4	20
4/19	FF1 Admin	1	4	4
				0
	<b>Total</b>			<b>219</b>
<b>Date</b>	<b>Fire Runs</b>			
				0
	<b>Total</b>			<b>0</b>
<b>Date</b>	<b>Ambulance Runs</b>			
4/1	Swollen leg	2	2	4
4/1	Swollen leg	2	2	4
4/2	Swollen leg/heart problems	2	1.5	3
4/3	Swollen leg	2	1.25	2.5
4/3	Swollen leg	2	1.5	3
4/3	Inmate transfer	2	1	2
4/4	bloating	2	3	6
4/12	Medevac/transport	2	3	6
4/15	Intoxication/fall	2	2	4
4/20	Medial Transport	2	3	6
4/21	unconscience patron	2	2	4
4/21	Person in ditch	2	2	4
	<b>Total</b>			<b>49</b>
<b>Total hours for the month of April</b>				<b>596</b>

May 2023 ACTIVITIES		Attendance	Hours	Total People Hours
	<b>Thursday Meetings</b>			
5/25	Narcan/Sepcis	17	3	51
				0
				0
	<b>Total</b>			<b>51</b>
<b>Date</b>	<b>Public Education Taught</b>			0
	<b>Total</b>			<b>0</b>
<b>Date</b>	<b>Other Activities</b>			
5/4	MCI drill training	16	3.5	56
5/7	MCI drill	17	4	68
5/8	MCI trailer restock	4	2	8
5/8	HMO detection	6	3	18
5/10	HMO rescue	7	3	21
5/10	Elementary school inspection	1	1	1
5/10	Hichschool inspection	1	1	1
5/10	Nazerren church inspection	1	1	1
5/10	PWSSC	1	1	1
5/10	Little chapel inspection	1	1	1
5/10	Moose lodge inspection	1	1	1
5/11	Reluctant fisherman inspection	1	1	1
5/11	LDS church inspecton	1	1	1
5/13	FF1 above grade fire attack	9	4	36
5/15	FF1 SCBA skills	5	2.5	12.5
5/16	FF1 SCBA drills	3	1.5	4.5
5/18	FF1 skills	12	3	36
5/23	M7 inventory	1	2	2
				0
	<b>Total</b>			<b>270</b>
<b>Date</b>	<b>Fire Runs</b>			
3-May	ccmc elevator	1	1	1
	<b>Total</b>			<b>1</b>
<b>Date</b>	<b>Ambulance Runs</b>			
5/2	Fall	3	2	6
5/4	Unable to walk	2	2	4
5/21	Medical Transport	2	3	6
5/21	Medical Transport	2	3	6
	<b>Total</b>			<b>22</b>
<b>Total hours for the month of May</b>				<b>344</b>



June 2023 ACTIVITIES		Attendance	Hours	Total People Hours
<b>Date</b>	<b>Thursday Meetings</b>			
6/1	Hands on EMT	14	3	42
6/8	Drowning and lake prep	17	3	51
6/23	Water rescue	18	4	72
				0
	<b>Total</b>			<b>165</b>
<b>Date</b>	<b>Public Education Taught</b>			
	<b>Total</b>			<b>0</b>
<b>Date</b>	<b>Other Activities</b>			
	<b>Total</b>			<b>0</b>
<b>Date</b>	<b>Fire Runs</b>			
3-Jun	MVA	8	4	32
5-Jun	Fuel spill	2	2	4
6/12	Fire alarm	3	2	6
6/23	lost hiker	4	1	4
6/24	3 mile fuel spill	2	1	2
6/26	3 mile fuel spill	1	2	2
	<b>Total</b>			<b>50</b>
<b>Date</b>	<b>Ambulance Runs</b>			
6/4	EMS callout	4	6	24
6/3	Medical Transport	2	3	6
6/3	MVA	8	4	32
6/10	Transport	2	1	2
10-Jun	Unconscious male	2	2	4
6/11	Transport	3	3	9
6/20	Transport	2	3	6
6/20	Transport	3	3	9
6/22	Intoxicated person	3	2	6
6/22	Unconscious male	2	1	2
6/24	Medical Transport	2	2	4
6/26	Transport	2	3	6
6/29	Medical Transport	2	3	6
	<b>Total</b>			<b>116</b>
	<b><u>Total hours for the month of June</u></b>			<b>331</b>

## **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](mailto: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](mailto: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.

LETTER OF SUPPORT FROM THE  
**PIONEERS OF ALASKA WOMEN'S IGLOO #5**

August 17, 2023

City Council  
City of Cordova  
Re: Cordova Covered Spaces

Dear Mayor and City Council;

The women of Pioneers of Alaska Igloo #5 have become aware of the Cordova Covered Spaces Initiative, and we support this initiative wholeheartedly!

As you may remember two years ago, we supported a similar proposal for a covered community picnic shelter at the harbor entrance lot. It's been two years and we still want to see a community picnic shelter on that spot, but understand other locations may have a higher priority at this time. **We strongly support the Cordova Covered Spaces Initiative and their agenda for creating the covered spaces that Cordova so seriously needs. The currently proposed location near the breakwater trail is a wonderful idea for such a beautiful spot that would be an asset and point of pride for Cordova.**

Currently our town is lacking places protected from the weather for people to eat lunch, participate in drawing and artistic endeavors, sit and relax, watch the fishing fleet, or simply enjoy the scenic views within walking distance of town.

We do not want to see what is left of our beautiful scenic harbor waterfront fall to industrial litter and fuel tanks blocking the view. That would not be a point of pride for Cordova.

Please give the Breakwater Trail Picnic shelter and the Cordova Covered Spaces Initiative serious consideration and your full support, financial and otherwise now! Thank you.

The Pioneers of Alaska Igloo #5 is willing to provide financial support for the history kiosks as well as historical information when the time comes.

Sincerely yours,



Cece Wiese  
President of Igloo #5 Pioneers of Alaska

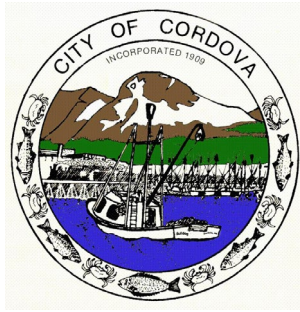
CC: Cordova Parks and Recreation Board

**RECEIVED**

AUG 29 2023

PO BOX 335 CORDOVA, AK 99574

**City of Cordova**



**AGENDA ITEM # 14**  
**City Council Meeting Date: 9/6/23**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Kevin Johnson, City Planner  
**DATE:** 8/29/23  
**ITEM:** Ordinance 1209 - Lease Approval for Trident Seafoods Corp, for a Portion of Lot 3, Block 7A, Tidewater Development Park, Second Reading  
**NEXT STEP:** City Council Decision on Lease Approval

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☒ ORDINANCE  
☐ RESOLUTION

☐ INFORMATION  
☐ MOTION

---

**I. REQUEST OR ISSUE:** Requested Actions: Make Decision on Lease Approval  
Applicant: Trident Seafood Corporation  
Legal Description: Portion of Lot 3, Block 7A, Tidewater Development Park  
Zoning: Harbor (unzoned)  
Attachments: Location Map  
Draft Lease

**II. RECOMMENDED ACTION / NEXT STEP:** Staff has provided the following motions for the City Council to consider: "I move to adopt ordinance 1209"

**III. FISCAL IMPACTS:** The city would continue to receive revenue from lease payments. The existing annual lease payment without tax would increase from \$6,821.35 to \$7,579.28 and would be adjusted annually based on the Anchorage CPI.

**IV. BACKGROUND INFORMATION:** Trident Seafood Corporation has leased a portion of the city's harbor tidelands to support the production operations of their south plant since 1993. The use of this tidelands was originally leased for the construction of a dock and float used for moorage, loading and unloading of fish products, and other activities in support of Tridents uplands facility.

The current lease with Trident has expired and all lease extension options have been exhausted. As there are no renewals remaining, the applicant is required to go through the land disposal process as if they are

a requesting to lease the land for the first time.

Staff began direct negotiations on a lease with Trident in February 2023. The new lease includes an updated format and terms of the lease to be consistent with our current leases.

**VI. LEGAL ISSUES:** No issues discovered with the lease following review by City’s legal counsel

**VII. SUMMARY AND ALTERNATIVES:** City Council could choose to 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  
ORDINANCE 1209**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWENTY-YEAR LEASE WITH  
TRIDENT SEAFOODS CORPORATION, FOR PROPERTY DESCRIBED AS A ROUGHLY  
22,000 SQUARE FOOT PORTION OF LOT 3, BLOCK 7A, TIDEWATER DEVELOPMENT  
PARK**

**WHEREAS**, it is in the City of Cordova's interest to lease a portion of Lot 3, Block 7A, Tidewater Development Park See Exhibit A ("Property") to Trident Seafoods Corporation, for the uses specified in the lease agreement; between the City of Cordova, Alaska ("City") and Trident Seafoods Corporation attached to this ordinance as Attachment A ("Lease"); and

**WHEREAS**, Trident Seafoods Corporation has leased this section of the harbor since 1993; and

**WHEREAS**, Trident Seafoods Corporation has constructed improvements in the leased area including a dock, cranes, and other infrastructure to support their seafood processing operations; and

**WHEREAS**, Trident Seafoods Corporation is a valuable economic driver to the community and continuing to lease this space will allow for them to remain cost effective and efficient in the processing operations to support the commercial fleet and city tax revenue.

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

Section 1. The City Manager is authorized and directed to lease the Property to Trident Seafoods Corporation in accordance with the terms in the Lease as attached as Exhibit A to this ordinance. The form and content of the Lease now before this meeting is in all respects authorized, approved and confirmed by this ordinance, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease reflecting the terms in the Lease on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease as executed.

Section 2. The disposal of the property interest authorized by this ordinance is subject to the requirements of City Charter Section 5-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

Section 3. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.



1st reading: August 17, 2023

2nd reading and public hearing: September 6, 2023

**PASSED AND APPROVED THIS 6<sup>th</sup> DAY OF SEPTEMBER 2023.**

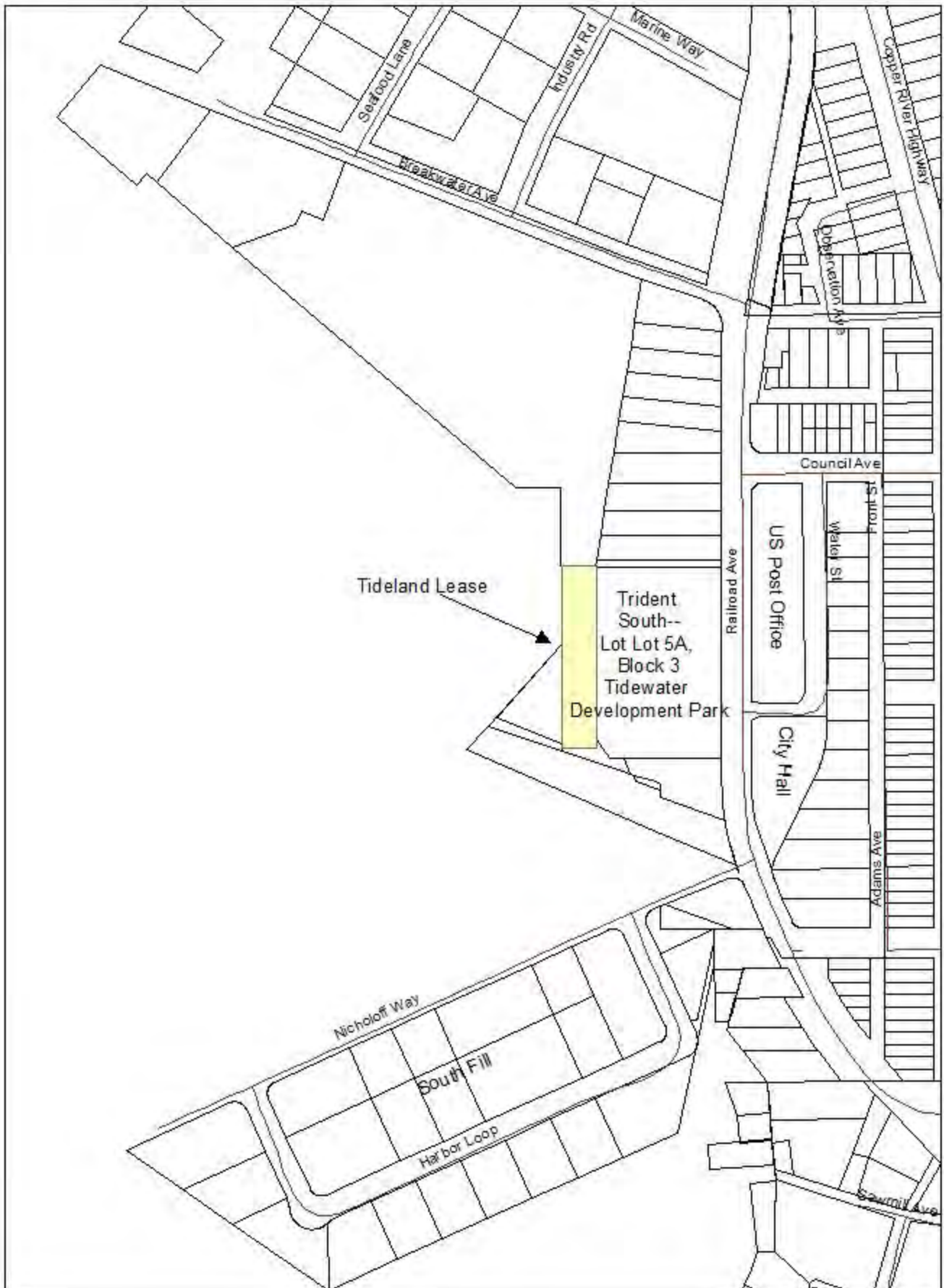
\_\_\_\_\_  
David Allison, Mayor

ATTEST:

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

DRAFT

# Trident Tideland Lease



**CITY OF CORDOVA**  
**Cordova, Alaska**

**LEASE**

**THIS LEASE** ("Lease"), dated as of the \_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") by and between the **CITY OF CORDOVA**, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and **TRIDENT SEAFOODS CORPORATION** doing business in Cordova, Alaska ("Tenant").

**RECITALS**

WHEREAS, the City owns a certain tidelands in Cordova, Alaska generally described as a portion (approximately 22,000 Square Feet) of Lot 3, Block 7A, Tideland Development Park 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 the City 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 Chapters 5.16 and 5.22 of the Cordova Municipal Code (hereinafter referred to as the "Code" or "CMC").

NOW, THEREFORE, in consideration of use 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 5.

**2. LEASE TERM**

**A. Term.** The term of this Lease shall be twenty (20) years, commencing on the Effective Date and expiring twenty (20) years later, on \_\_\_\_\_, unless earlier terminated in accordance with the terms of this Lease.

**3. RENEWAL**

**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 thirty (30) calendar days before the expiration of the Lease Term in effect at the time of renewal. The Tenant shall notify City at least ninety (90) calendar days before the expiration of the Lease Term in effect to request renewal of the Lease.

**4. RENT**

**A. Base Rent.** The rent during the term of this Lease shall be Seven Thousand Five Hundred and Seventy Nine Dollars and Twenty Eight Cents (\$7,579.28) annually, which shall be due and payable within ten (10) business days of the signing date of this agreement and annually thereafter. 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) working 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 adjustment 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 one-sixth (1/6) of the annual 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.** The demised premises are to be used only for the purpose of boat moorage,

loading and unloading of fish products, and activities in support of and related to the use of the uplands.

**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 twelve (12) months' written notice to Tenant. The Tenant may terminate this Lease for any or no reason upon twelve (12) months written notice to 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 City, City's successors and assigns, and City's present and future officers, directors, employees, and agents, (collectively "City Indemnitees") from and against any and all Environmental Liabilities, which City or any or all of the City 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, City 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 City or City's activities, or by any invitee of City or by the activities of any invitee of City .

**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 4 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 City.

**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:**

**Trident Seafoods Corporation**  
**Attn: \_\_\_\_\_**  
**P.O. Box 1784**  
**Cordova, Alaska 99574**

With a copy to: legalnotice@tridentseafoods.com

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:**

**Trident Seafoods Corporation**

Dated: \_\_\_\_\_

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



**AGENDA ITEM 15**  
**City Council Meeting Date: 9/6/23**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 8/21/23  
**ITEM:** Concurrence of Mayor's appointments to Parks and Recreation Commission and Trails Committee and possibly Historic Preservation Commission  
**NEXT STEP:** Approval of Motion to concur

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☐ ORDINANCE  
☒ MOTION(S)

☐ RESOLUTION  
☐ INFORMATION

---

**I. REQUEST OR ISSUE:** The Parks and Recreation Commission, Historic Preservation Commission, and Trails Committee each have vacancies.

**II. RECOMMENDED ACTION:** City Council should concur with the appointment recommendations made by *Mayor Allison* and approve by voice vote. *Mayor Allison* has decided to make his recommendations known at tonight's meeting, so he can consider all applications that are received by meeting date/time. Suggested motion is to move to concur with **Mayor Allison's** appointment of \_\_\_\_\_, to the Parks and Recreation Commission, \_\_\_\_\_, to the Trails Committee and \_\_\_\_\_, to the Historic Preservation Commission. Parks and Recreation and Historic Preservation Commission terms are through November 2024 and Trails Committee per Resolution will remain in force until such time Council determines the committee is no longer needed.

**III. BACKGROUND INFORMATION:** The City Clerk advertised these commission/committee vacancies for approximately 4 weeks leading up to tonight's meeting. All applications received before the time for publication of the packet have been included herein. Any other applications received by the date of the meeting will be emailed to Council and brought to the meeting for consideration.

**IV. SUMMARY AND ALTERNATIVES:** City Council members may concur with the Mayor's appointment(s) or take alternative action. Each seat may be voted upon separately or all in one slate of applicants.

**Commission and Committee Applications Received:**

<u>Date rec'd</u>	<u>Name</u>	<u>Commission or Committee</u>
8/10/23	Sami Magallanes	Parks & Recreation Commission
8/20/23	Kara Sjostedt	Parks & Recreation Commission
8/14/23	Stormy Haught	Trails Committee
8/17/23	Natasha Casciano	Trails Committee

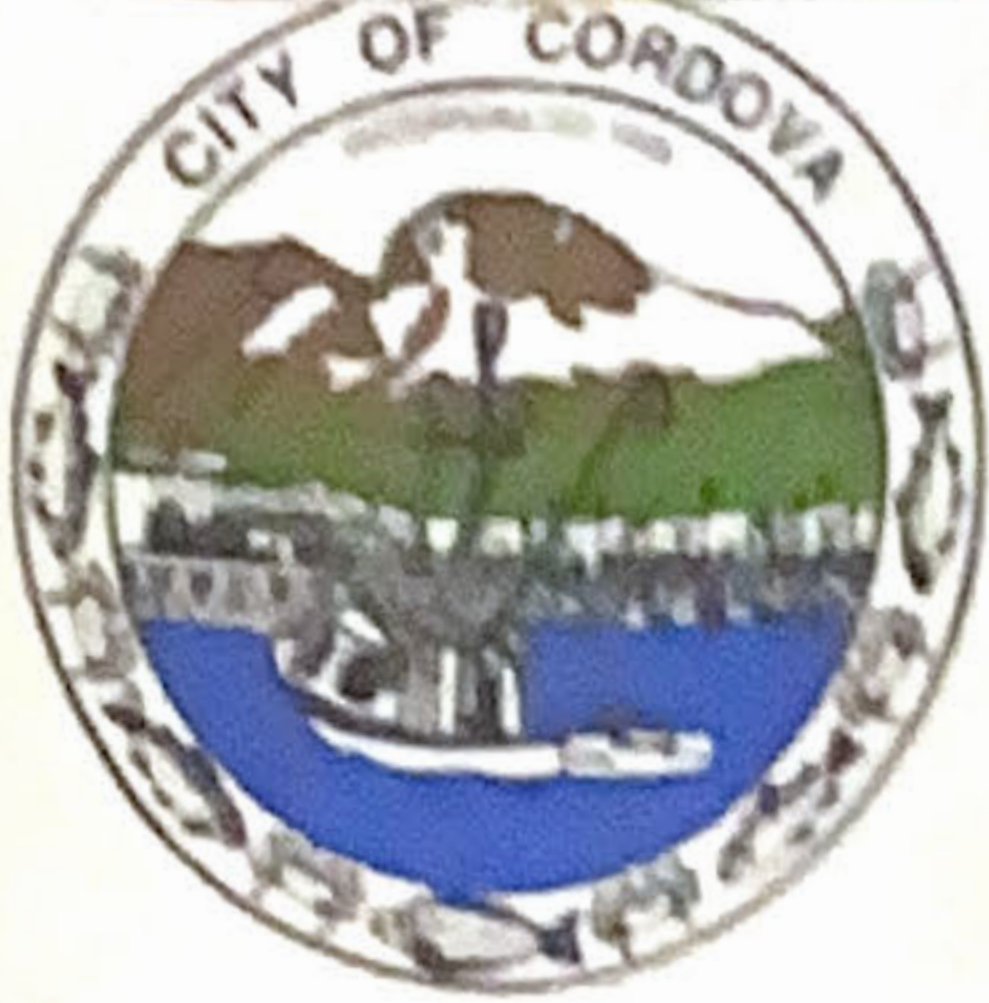


## City Board or Commission Membership Application



<b>Personal Information</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Resident of Cordova?</b> <b>Yes</b> <b>No</b>		<b>How Long?</b>	
<b>Name of Partner (optional):</b>			
<b>Employer:</b>		<b>Job Title:</b>	
<b>Contact Information</b>			
<b>Residence Address:</b>			
<b>Mailing Address:</b>			
<b>Cell Phone:</b>		<b>Email Address:</b>	
May we include your contact information on our webpage/in published meeting packets: <b>Yes</b> <b>No</b> <b>Yes, but not all</b>			
If you answered "yes, but not all" above, please specify what we CAN include on webpage/in meeting packets:			
<b>Affiliations</b>			
<b>Current membership in organizations:</b>			
<b>Past memberships in organizations:</b>			
<b>City Board(s) or Commission(s) in which you are interested:</b>			
<b>Why do you want to be involved with this Board or Commission?</b>			
<b>What experiences have you had, and/or what credentials do you possess, that would make your membership beneficial to the board or commission?</b>			
Applications can be dropped off at City Hall or emailed to: cityclerk@cityofcordova.net			Board/Commission Application Revised: 10/2019





## City Board or Commission Membership Application

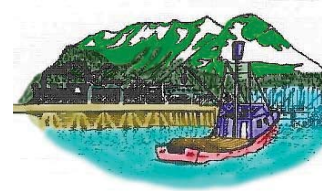


Personal Information	
Name: Kara Rodrigues	Date: 08/20/23
Resident of Cordova? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	How Long? 32 yrs
Name of Partner (optional): Tony Rodrigues	
Employer: Cordova SD	Job Title: teacher
Contact Information	
Residence Address: [REDACTED]	
Mailing Address: [REDACTED]	
Cell Phone: [REDACTED]	Email Address: [REDACTED]
May we include your contact information on our webpage/in published meeting packets: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, but not all	
If you answered "yes, but not all" above, please specify what we CAN include on webpage/in meeting packets:	
Affiliations	
Current membership in organizations: Cayak/Bidark soccer coach, Little league volunteer	
Past memberships in organizations: Same as above	
City Board(s) or Commission(s) in which you are interested: Parks & Rec Board	
Why do you want to be involved with this Board or Commission? Parks & Rec seems to be on an upward streak again of putting on family events. I love to see it being similar to my youth here in Cordova and would like to play a part in the planning & discussions.	
What experiences have you had, and/or what credentials do you possess, that would make your membership beneficial to the board or commission? Teacher - good at multitasking, conflict management, straight shooter I also know a majority of families with kids 1-11 & often hear about wants & needs of the community.	
Applications can be dropped off at City Hall or emailed to: cityclerk@cityofcordova.net	
Board/Commission Application Revised: 10/2019	





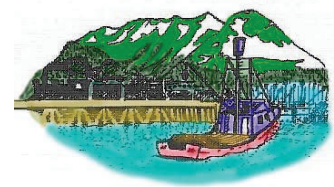
## City Board or Commission Membership Application



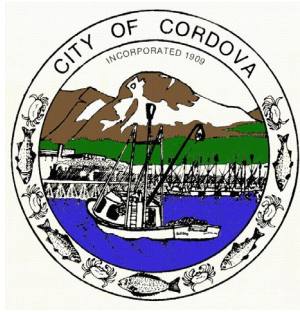
Personal Information	
Name: Stormy Haught	Date: 8/14/2023
Resident of Cordova? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	How Long? 4/15/2015
Name of Partner (optional): Mary Haught	
Employer: ADF&G	Job Title: Fish Biologist
Contact Information	
Residence Address: 320 4th Street	
Mailing Address: PO Box 742	
Cell Phone: 907-253-6878	Email Address: stormyhaught@gmail.com
May we include your contact information on our webpage/in published meeting packets: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes, but not all	
If you answered "yes, but not all" above, please specify what we CAN include on webpage/in meeting packets:	
Affiliations	
<b>Current membership in organizations:</b> Prince William Sound/Copper River Regional Planning Team (chair), Cordova Trap and Gun Club	
<b>Past memberships in organizations:</b> Aircraft Owners and Pilots Association, Alaska Airmens Association, American Fisheries Society Mountaineering Club of Alaska American	
<b>City Board(s) or Commission(s) in which you are interested:</b> Trails	
<b>Why do you want to be involved with this Board or Commission?</b> I would like the opportunity to contribute my time to issues that are valuable to my family and the community. Outdoor activity is very important to me. My family and I use Cordova trails every day. I am knowledgeable of existing trails and routes around Cordova and PWS	
<b>What experiences have you had, and/or what credentials do you possess, that would make your membership beneficial to the board or commission?</b> I have comprehensive knowledge of trails/routes/landscapes of Cordova, PWS, and the southcentral Alaska. I am a life-long Alaskan, work well with others, am a good communicator, and would love to put some of my time and experience towards maintaining and improving the amazing trail system in and around Cordova. I have a good understanding of sustainable trail design. Professionally, I have 15 years of biologist experience in southcentral Alaska and I have an academic background rooted in Alaskan history and ecology. I have good communications skills, both verbally and written, and have a solid working ability with ArcGIS and other mapping software. I am an avid user of Cordova trails year-round. I don't bite and work well with all types. I can provide a CV or list of publications if desired.	
Board/Commission	
cityclerk@cityofcordova.net	
Application Revised: 10/2019	



## City Board or Commission Membership Application



Personal Information	
Name: Natasha Casciano	Date: 8/17/23
Resident of Cordova? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	How Long? 32 years
Name of Partner (optional):	
Employer: Cordova Gear	Job Title: Management
Contact Information	
Residence Address:	
Mailing Address:	
Cell Phone:	Email Address:
May we include your contact information on our webpage/in published meeting packets: <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes, but not all	
If you answered "yes, but not all" above, please specify what we CAN include on webpage/in meeting packets: Name	
Affiliations	
<b>Current membership in organizations:</b> Cordova Chamber of Commerce Cordova Historical Society National Bike Dealers Association	
<b>Past memberships in organizations:</b>	
<b>City Board(s) or Commission(s) in which you are interested:</b> Trails Committee	
<b>Why do you want to be involved with this Board or Commission?</b> Trails and open spaces are an important part of what makes Cordova special. By working with the Trails Committee I feel that I can offer input that will be beneficial for the community.	
<b>What experiences have you had, and/or what credentials do you possess, that would make your membership beneficial to the board or commission?</b> A life long love of the outdoors. Many years experience working in outdoor recreation. As joint founder of the Cordova Trail and Covered Spaces project and already working with the Trails Committee I think I have good insight to offer the committee. Past land surveying experience. I know that spending time outdoors is good for every human and finding ways to offer that opportunity to all mobility levels is very important.	
Applications can be dropped off at City Hall or emailed to: <a href="mailto:cityclerk@cityofcordova.net">cityclerk@cityofcordova.net</a>	
Board/Commission Application Revised: 10/2019	



**AGENDA ITEM # 16**  
**City Council Meeting Date: 9/6/23**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Kevin Johnson, City Planner

**DATE:** 9/6/23

**ITEM:** Letter of Interest from Andy Craig and Seawan Gehlbach, for a Portion of ATS 220 adjacent to Lot 10A, Block 2, South Fill Development Park

**NEXT STEP:** City Council Decision on Disposal and Disposal Method

---

☐ ORDINANCE  
☐ RESOLUTION

☐ INFORMATION  
☒ MOTION

---

**I. REQUEST OR ISSUE:**

Requested Actions: Decision on Disposal and Disposal Method  
Applicant: Andy Craig and Seawan Gehlbach  
Legal Description: Portion of ATS 220 adjacent to Lot 10A, Block 2, South Fill Development Park  
Area: Approximately 4,000 Sq. Ft.  
Zoning: Tidelands / Waterfront Commercial Park District/ Business District  
Attachments: Location Map  
Letter of Interest  
Potential Future ROW  
Potential Additional Land Sales

**II. RECOMMENDED ACTION / NEXT STEP:** Staff has provided the following motions for the City Council to open the agenda item for discussion:

“I move to dispose of a portion ATS 220, roughly 4,000 square feet in size as outlined in Cordova Municipal Code 5.22.060 B by \*”

Choose one of the following to insert for the asterisk:

1. Negotiating an agreement with Andy Craig and Seawan Gehlbach to lease or purchase the property.

2. Requesting sealed proposals to lease or purchase the property.
3. Inviting sealed bids to lease or purchase the property.
4. Offering the property for lease or purchase at public auction.

Alternate motion: “I move to not dispose of the requested portion of ATS 220”

**III. FISCAL IMPACTS:** The city would receive the money from the sale of the property and the property would become part of the city’s tax base increasing property tax collection in the future.

**IV. BACKGROUND INFORMATION:** Andy Craig and Seawan Gehlbach have submitted a Letter of Interest to purchase a portion of ATS 220 adjacent to their property, 707 Railroad Avenue, for the purpose of creating access to the west side of their lot. This will allow for them to do maintenance to stabilize the slope behind their house as well as have a usable yard area. They would fill this portion of tideland.

Staff has reviewed this proposal and has no immediate objections. Future ROW access can be preserved without this portion of ATS 220 (see attachment “Potential Future ROW”). There could be potential commercial use of this space if it were filled in the future, but unless it was filled as part of a larger “south fill expansion” the cost to fill just this small area may outweigh the potential commercial return. Public Works has reviewed for conflicts with their operations and have determined there to be no concerns.

Harbor Commission reviewed this request at its 6/13/23 meeting and approved a motion to “recommend to City Council to dispose of a portion ATS 220 roughly 4,000 square feet in size as outlined in Cordova Municipal Code 5.22.060 B by (option one) negotiating an agreement with Andy Craig and Seawan Gehlbach to lease or purchase the property.”

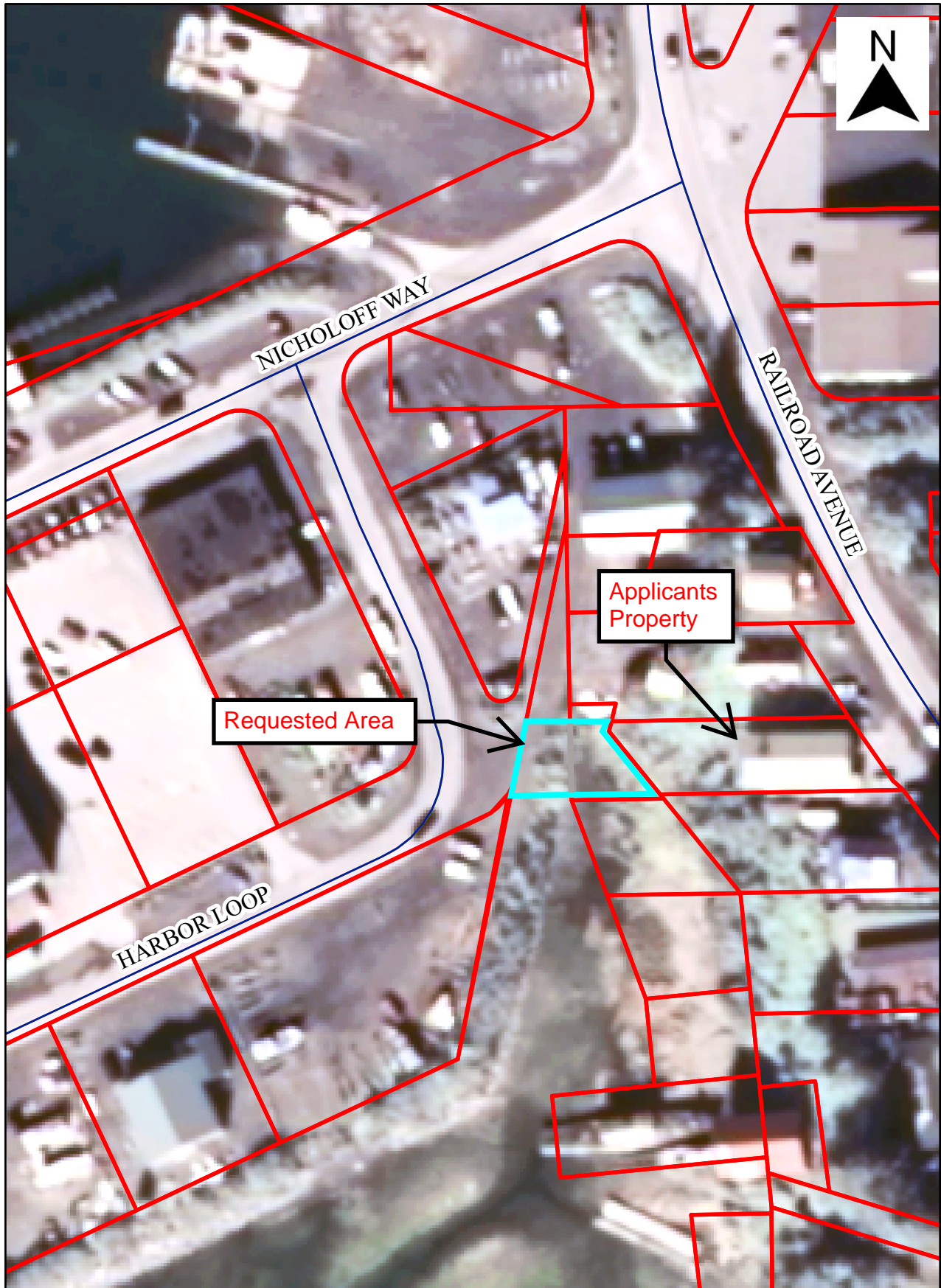
Planning Commission reviewed the request at its 7/11/23 meeting and approved a motion to “recommend to City Council to dispose of a portion ATS 220 roughly 4,000 square feet in size as outlined in Cordova Municipal Code 5.22.060 B by (option one) negotiating an agreement with Andy Craig and Seawan Gehlbach to lease or purchase the property.”

Both commissions believed that there was minimal use of the property by any other entity and that it made sense to give preference to the adjacent landowner. In addition, Planning Commission and staff suggest that if the Council choose to dispose of this portion of ATS 220, that they allow for staff to reach out to the other neighboring property owners to see if they are interested in purchasing the portion of ATS 220. This would allow for the city to “clean up” this corner area, not leave small remnant parcels, and to square off the property lines more cleanly. See attachment “Potential Additional Land Sales” for clarification on this.

**V. LEGAL ISSUES:** No current issues discovered. A purchase and sale agreement would be reviewed by legal following staff and applicant negotiations.

**VI. SUMMARY AND ALTERNATIVES:** City Council could choose to dispose of the land or not dispose of the land and Council has the option of which method of disposal to use.

# Location Map



Andy Craig and  
Seawan Gehlbach  
PO Box 2465  
Cordova, AK 99574

May 15, 2023

Kevin Johnson, City Planner  
City of Cordova

Dear Mr. Johnson,

We are requesting to purchase the tideland between our residence on parcel #02-473-992 and the City right of way spurring off of Harbor Loop Rd. This wedge of land would allow us access and stabilize the slope in front of our house. We intend to fill this area.

Thank you for your consideration.

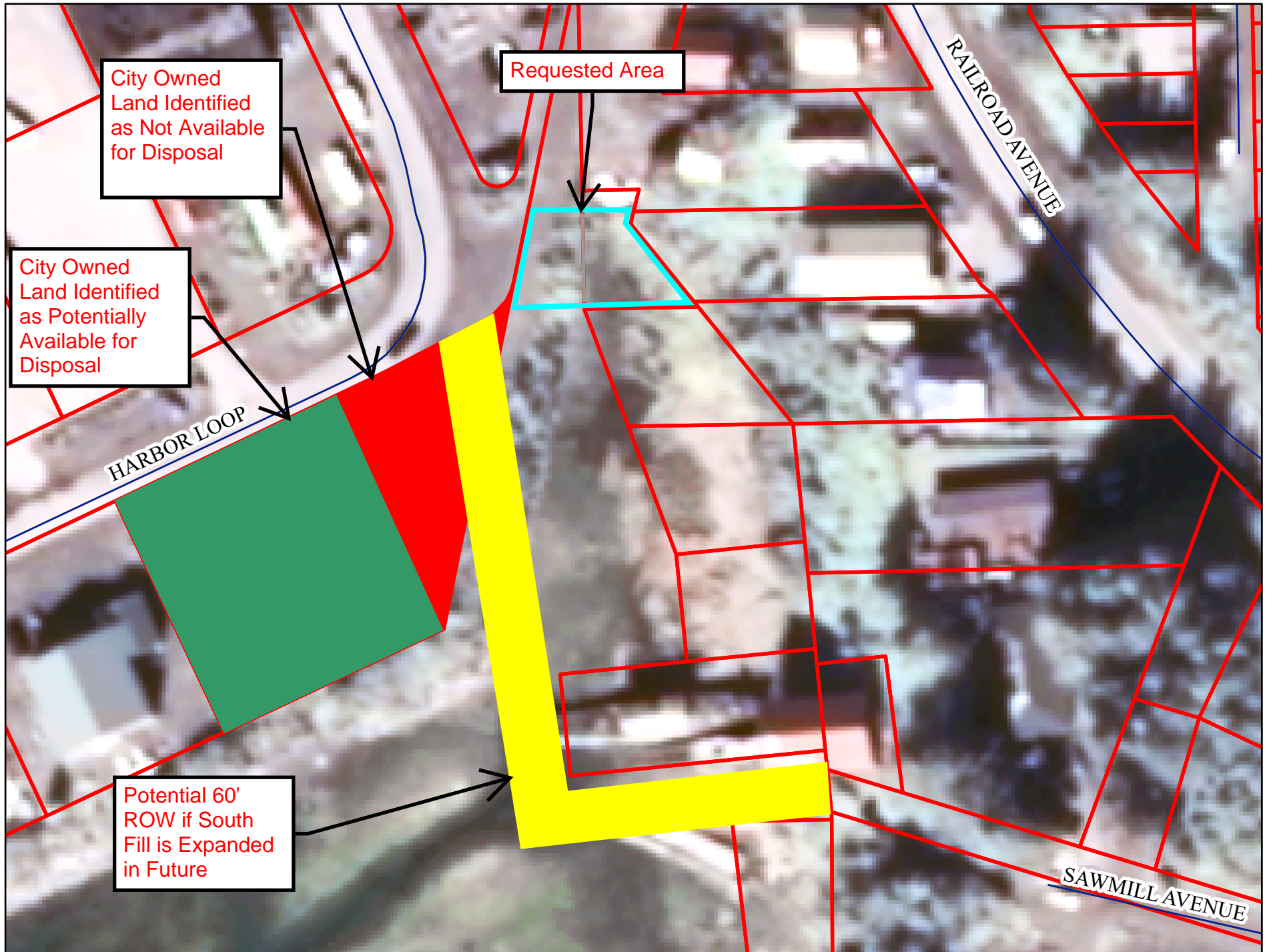
Sincerely,

A handwritten signature in black ink, appearing to read "Andy Craig and Seawan Gehlbach", written in a cursive style.

Andy Craig and Seawan Gehlbach  
907-253-5656

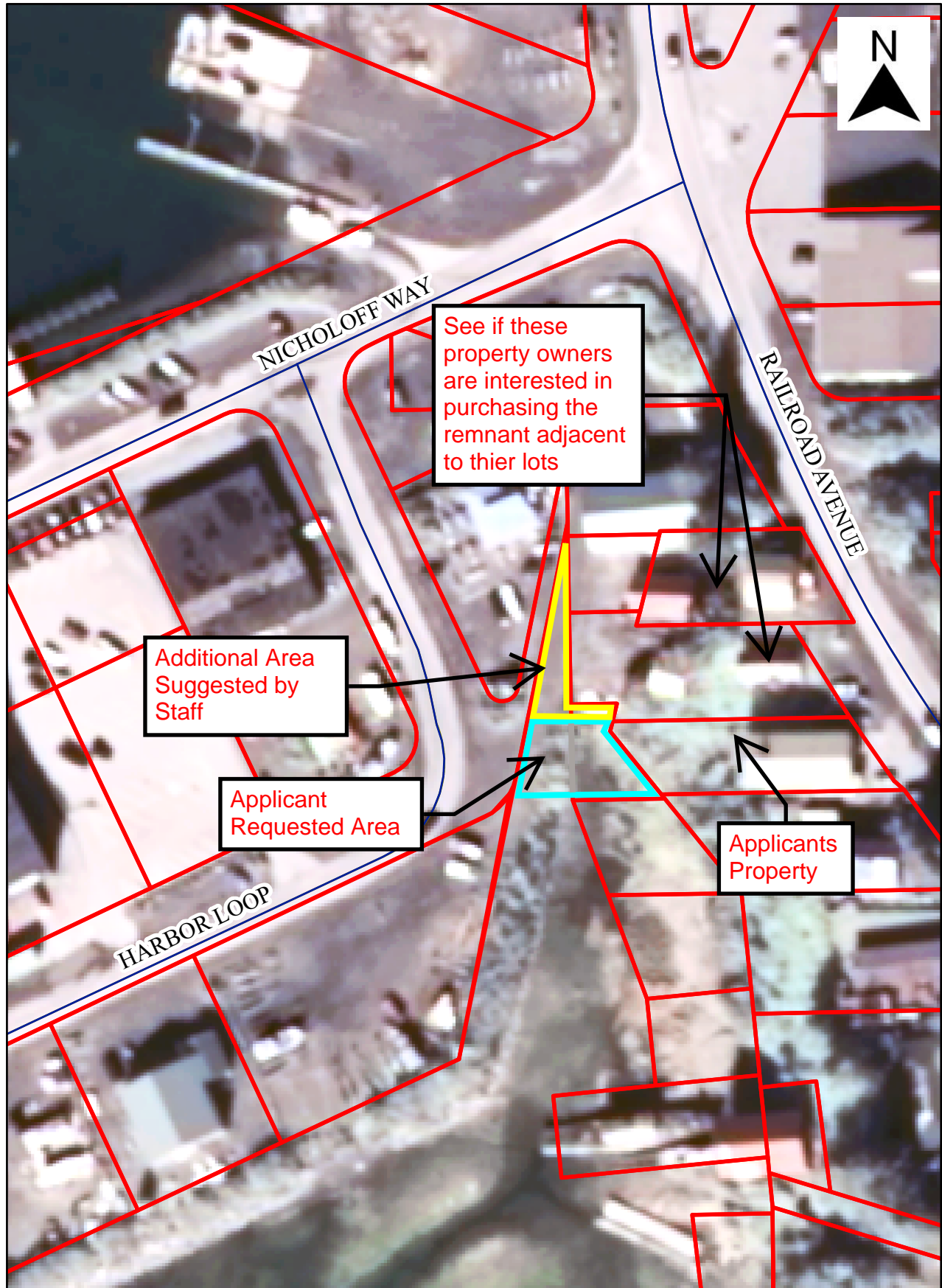


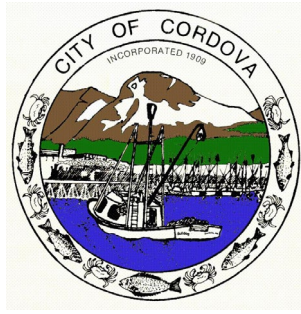
# Potential Future ROW





# Potential Additional Land Sales





**AGENDA ITEM # 17**  
**City Council Meeting Date: 9/6/23**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Kevin Johnson, City Planner

**DATE:** 9/6/23

**ITEM:** Letter of Interest from Paul and Linda Kelly, for Lot 4A, North Fill Development Park Addition #2

**NEXT STEP:** City Council Decision on Disposal and Disposal Method

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☐ ORDINANCE  
☐ RESOLUTION

☐ INFORMATION  
☒ MOTION

---

**I. REQUEST OR ISSUE:**

Requested Actions: Decision on Disposal and Disposal Method  
Applicant: Paul and Linda Kelly  
Legal Description: Lot 4A, North Fill Development Park Addition #2  
Area: Approximately 8,200 Sq. Ft.  
Zoning: Waterfront Industrial Park District  
Attachments: Location Map  
Letter of Interest

**II. RECOMMENDED ACTION / NEXT STEP:** Staff has provided the following motions for the City Council to open the agenda item for discussion:

“I move to dispose of Lot 4A, North Fill Development Park Addition #2 as outlined in Cordova Municipal Code 5.22.060 B by \*”

Choose one of the following to insert for the asterisk:

1. Negotiating an agreement with Paul and Linda Kelly to lease or purchase the property.
2. Requesting sealed proposals to lease or purchase the property.
3. Inviting sealed bids to lease or purchase the property.
4. Offering the property for lease or purchase at public auction.

Alternate motion: “I move to not dispose of Lot 4A, North Fill Development Park Addition #2”

**III. FISCAL IMPACTS:** The city would receive the money from the sale of the property and the property would become part of the city's tax base increasing property tax collection in the future.

**IV. BACKGROUND INFORMATION:** Paul and Linda Kelly have submitted a Letter of Interest to purchase Lot 4A, North Fill Development Park Addition #2 (the impound lot) located at the corner of Sorrel Lane and Jim Poor Avenue.

No specifics on a development plan were provided. Their letter of interest says that they wish to purchase it for "immediate development".

The Harbor Commission reviewed the letter of interest at its 8/9/23 meeting. At that meeting they determined that they saw potential need for the land for harbor activities and functions and did not oppose the lot being sold.

The Planning Commission reviewed the letter of interest at its 8/15/23 meeting. At that meeting they passed a motion recommending that the City Council dispose of the property through an RFP Process by "Requesting sealed proposals to lease or purchase the property".

Staff suggests that if the council ultimately decided to dispose of the property, that the money received from the purchase be earmarked to offset the cost of expanding the baler facility to accommodate the impound lot.

Staff has had meetings with Department of Environmental Conservation and Department of Natural Resources to determine if there will be any roadblocks to expanding the usable space around the baler facility for the use as an impound lot. Both departments did not see any concerns and that the city would just need to amend their lease of the property with the State prior to doing the work. Staff is beginning the process of filling out the documents required to amend the lease and will be submitting that later in September.

The following are the permitted uses in the zone in which the lot is located-

Permitted uses in this zone are as follows:

- A. Marine sales;
- B. Open wet moorage;
- C. Covered wet moorage;
- D. Passenger staging facility;
- E. Haul out facilities;
- F. Marine construction, repair and dismantling;
- G. Cargo terminal;
- H. Cargo handling and marine-oriented staging area;
- I. Fish and seafood processing;
- J. Warehousing and wholesaling;
- K. Open storage for marine-related facilities;
- L. Fuel storage and sales.

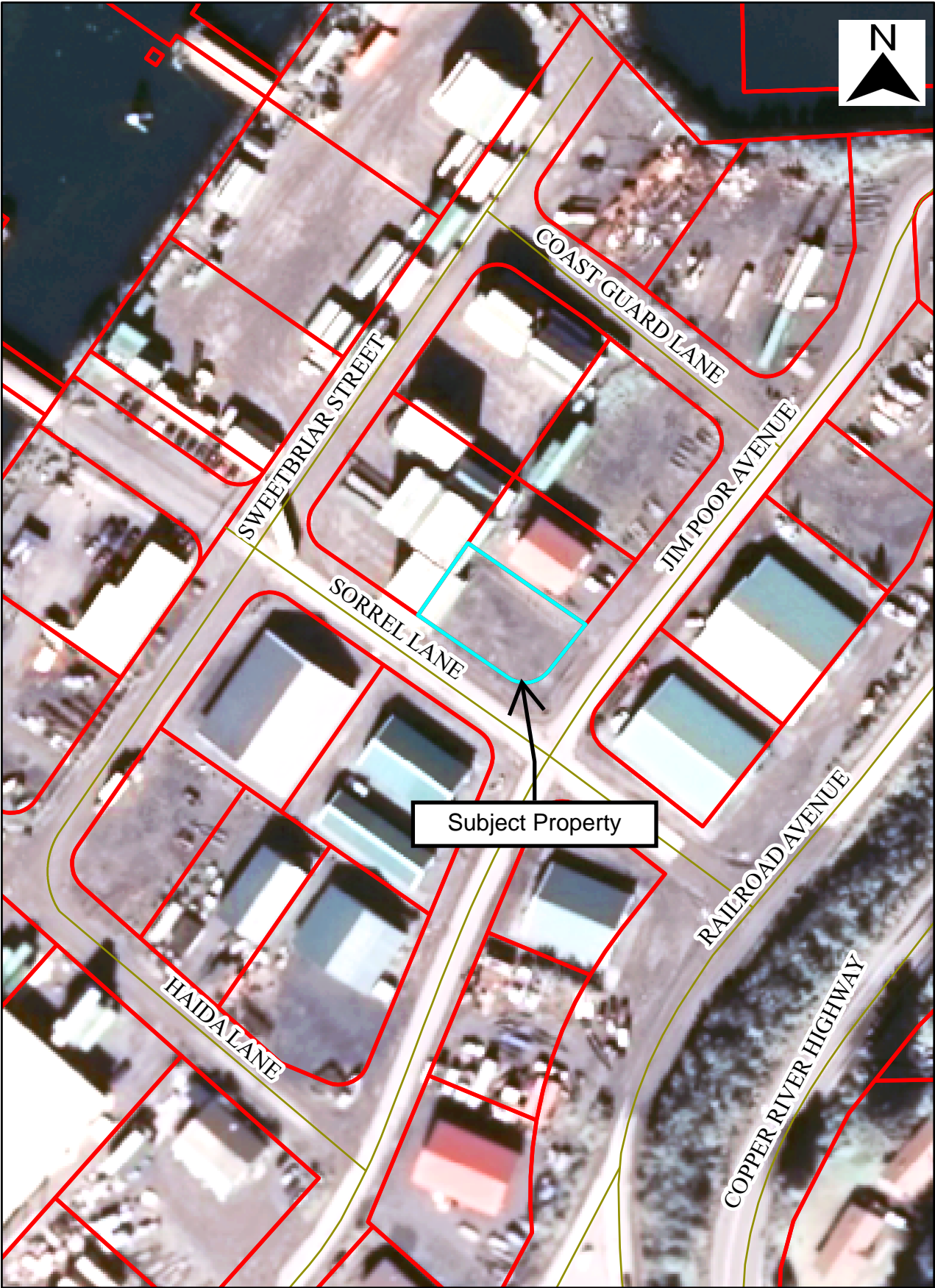
Permitted accessory uses are as follows:

- 1. Bunkhouses used in conjunction with permitted principal uses;
- 2. Residential dwelling for watch person or caretaker employed on the premises, or owner-operator and members of the owner-operator's family, used in conjunction with permitted principal uses;
- 3. Retail business when use is accessory to a permitted principal use.

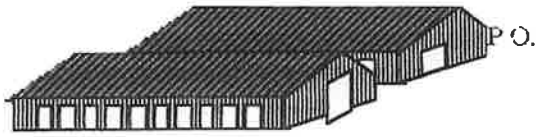
**V. LEGAL ISSUES:** No current issues discovered. A purchase and sale agreement would be reviewed by legal following staff and applicant negotiations.

**VI. SUMMARY AND ALTERNATIVES:** City Council could choose to dispose of the land or not.

# Location Map



# BAYSIDE STORAGE



RECEIVED

JUN 26 2023

City of Cordova

Paul and Linda Kelly  
Box 265  
Cordova, AK 99574

Cordova Planning Commission  
Box 1210  
Cordova, AK 99574

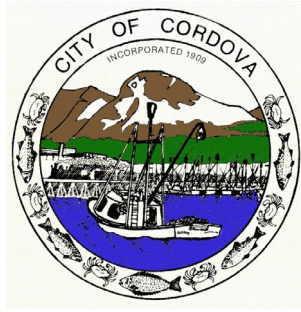
On this date, June 25, 2023, Bayside Storage wishes to enter into direct negotiations with the City of Cordova to purchase Lot 4A, Block 5, North Fill Development Park for immediate development.

Thank you very much.

Paul and Linda Kelly  
Bayside Storage

*Paul Kelly*  
*Linda Kelly*





**AGENDA ITEM # 18**  
**City Council Meeting Date: 9/6/23**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Kevin Johnson, City Planner

**DATE:** 9/6/23

**ITEM:** Letter of Interest from Prince William Sound College, to lease a Portion of Cordova Highschool

**NEXT STEP:** City Council Decision on Disposal and Disposal Method

---

☐ ORDINANCE  
☐ RESOLUTION

☐ INFORMATION  
☒ MOTION

---

**I. REQUEST OR ISSUE:**

Requested Actions: Make Decision on Disposal and Disposal Method  
Applicant: Prince William Sound College (PWSC)  
Legal Description: Cordova Highschool - USS 2637  
Area: About 1,200 Square Feet  
Zoning: Public Lands and Institutions District  
Attachments: Letter of Interest

**II. RECOMMENDED ACTION / NEXT STEP:** Staff has provided the following motions for the City Council to open the agenda item for discussion:

“I move to dispose of a portion of the Cordova Highschool as outlined in Cordova Municipal Code 5.22.060 B by \*”

Choose one of the following to insert for the asterisk:

1. Negotiating an agreement with Prince William Sound College to lease or purchase the property.
2. Requesting sealed proposals to lease or purchase the property.
3. Inviting sealed bids to lease or purchase the property.
4. Offering the property for lease or purchase at public auction.

Alternate motion:

“I move to not dispose of the requested space at Cordova Highschool for the proposed use”

**III. FISCAL IMPACTS:** Rent received from leasing the space to PWSC is passed through the city and goes directly to the School District.

**IV. BACKGROUND INFORMATION:** PWSC has leased space in Cordova Highschool since 2013. Their most current lease expired on June 30<sup>th</sup> of 2023 and had no renewals included in the lease. Due to having no renewal options, they are required to go back through the Land Disposal process.

Staff provided PWSC's request to the Cordova School District Superintendent, Alex Russin, for review and comment. Following his review, he informed city staff that he had no objection to PWSC negotiation a new lease being negotiated for a period in the five-year range. Extensions could be included to avoid the need to go through the land disposal process, as long as the approval of the extension is at the city and school district's discretion.

The Planning Commission reviewed the letter of interest at their 8/15/23 meeting. At that meeting they passed a motion recommending that the City Council dispose of the property by directly negotiating a lease with PWSC.

The following are the permitted uses in the zone in which the lot is located-

Permitted uses in this zone are as follows:

- A. Parks, parkways, greenbelts, land reserves and related facilities;
- B. Playgrounds, playfields, and recreational facilities;
- C. Museums, historic and cultural exhibits and the like;
- D. Water conservation and flood control installations;
- E. Educational institutions, including public, private or parochial academic schools, colleges and universities;
- F. Hospitals, sanitariums, children's home, nursing homes, convalescent homes, homes for the aged, and the like;
- G. Cemeteries;
- H. Sewer installations and water supply installations;
- I. Utilities installations;
- J. Off-street parking;
- K. Fire stations.

Permitted accessory uses are as follows:

- A. Crematoriums and mausoleums as accessory uses to permitted cemeteries;
- B. Uses and structures which are necessary or desirable adjuncts to permitted principal uses and structures, where such necessary uses and structures are under the management or control of the organization or agency responsible for the permitted principal use or structure.

**V. LEGAL ISSUES:** No current issues discovered. The new lease would be reviewed by legal following staff and applicant negotiations.

**VI. SUMMARY AND ALTERNATIVES:** City Council could choose to dispose of the space or not.



18 July 2023

Cordova School Board  
Cordova City School District  
PO Box 1330 / 675 Second Street  
Cordova, AK 99574

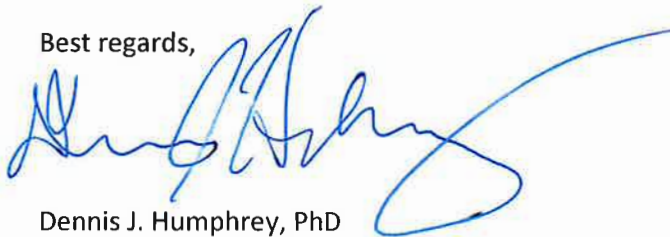
Dear Cordova School Board,

Prince William Sound College wishes to renew its lease on approximately 1,203 of instructional space on the Cordova Jr/Sr High School Campus (U.S. Survey No. 2637).

Prince William Sound College will use the leased space for coordination and delivery of classroom instruction for both dual-credit Cordova High School students and for Cordova community members seeking postsecondary education opportunities locally. We look forward to continuing educational support for the Cordova community.

Please feel free to contact me to discuss any particulars involved in the lease renewal process.

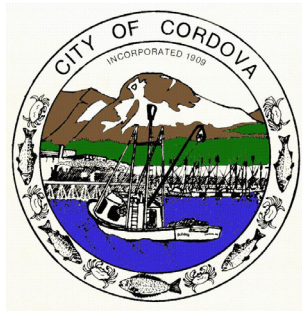
Best regards,



Dennis J. Humphrey, PhD  
Campus Director  
Associate Professor of English  
Prince William Sound College  
University of Alaska Anchorage  
Valdez, AK 99686  
(907) 834-1662 (Director's Office line)  
(907) 834-1665 (English Faculty line)

(he/him)

I live and work on traditional Alutiiq/Sugpiaq land



**AGENDA ITEM # 19**  
**City Council Meeting Date: 9/6/23**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Kevin Johnson, City Planner

**DATE:** 9/6/23

**ITEM:** Council Direction to Staff Regarding Disposition of Old PWSSC Building

**NEXT STEP:** City Council Discussion and Staff Guidance

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☐ ORDINANCE  
☐ RESOLUTION

☐ INFORMATION  
☒ MOTION

---

**I. REQUEST OR ISSUE:** Requested Actions: Provide staff with guidance on future of old PWSSC building

**II. RECOMMENDED ACTION / NEXT STEP:** Council should discuss the agenda item to determine potential consensus. Following initial discussion, a council member should make a motion that provides staff with direction on how to proceed.

Staff has provided the following motions for the City Council to consider:

1. "I move to direct staff to have the Old PWSSC Building repaired to a condition that is fit for leasing and advertise the space for lease following the completion of the repairs"
2. "I move to direct staff to have the Old PWSSC Building winterized, secured, and left vacant until it can be demolished at a future date"
3. "I move to direct staff to prepare an invitation for sealed bids for the Old PWSSC Building, in which the winning bidder would be required to remove the building from its current location and have it relocated to private property"

**III. FISCAL IMPACTS:** Depending on the decision made by the council there are different financial impacts.

- Repair and lease: No official estimates have been received, but staff believes the costs of repairs to be a minimum of 40K to 50K.
- Winterize and secure until future demolition: The immediate costs would be minimal to winterize. Demolition costs are estimated at between 100 – 200K based on 2023 PIDP grant estimates. Staff would plan to have grant funding cover the demo costs, however, if grant funding is not received City

should be prepared to pay for the demo in the future once the building deteriorates to a point where demolition can no longer be put off.

- Sell and have buyer move building: Staff would expect to receive a nominal amount of money as the cost of moving the structure is assumed to be quite large and the true value received by the city would be not having to pay to demo the structure.

**IV. BACKGROUND INFORMATION:** The Old PWSSC Building has officially been vacated by the PWSSC as they have fully moved into their new building. Staff is requesting that Council direct staff on what to do with the building moving forward.

It is staffs understanding that when the Council approved PWSSC to occupy that building it was to be short term only until their new building was completed. This is mainly due to the fact that the building takes up valuable space in the already limited harbor basin and that space should be put to better use for harbor users. The Council did not want to continue leasing the building long term so that it would not interfere with future harbor upgrades.

In current planning efforts that location has been identified as the spot of a floating fuel dock. As part of the 2022 and 2023 PIDP grant applications the city has identified the Old PWSSC Building to be demolished as part of those plans. Staff has included the cost of demolition in those applications. There is no guarantee that we will receive grant funding that includes demolition costs. The City should be prepared and plan for the potential to pay out of pocket for the demolition in the future.

The building is not currently in a state to be leased long or short term. There is damage to the roof which has caused there to be water intrusion on the west side of the building. This has damaged the insulation, ceiling, and other parts of the structure. Additionally, there is an undiagnosed issue with the boiler heating system. This is keeping the heat system from functioning in the west half of the building. Staff has not had a contractor provide an estimate, but our initial estimates are that repairs would be a minimum of 40 to 50K. It is also unknow how long it would take to get an estimate or even have work done on the structure as contractor availability is already limited and we are still waiting multiple months for current projects to start.

Staff has identified the following three potential options for the Council to consider, however we would be interested in hearing other ideas that you may have.

1. Have the building repaired to a condition where it is fit to be leased. Then lease the building on a short-term basis until the time comes that the building needs to be removed for harbor upgrades.
2. Have staff winterize the building, disconnect utilities, secure the building from trespassers, and leave vacant until it can be demolished at a future date either funded by grant money for a harbor upgrade project. The city could potentially have to pay out of pocket if the building falls into a state of disrepair that it becomes a liability of failing into the harbor.
3. Have staff advertise the building for sale and invite sealed bids to purchase the building. As a part of the sale of the building, the buyer would be required to remove the building from its present location and relocate it to private property.

**V. LEGAL ISSUES:** Legal issues will be identified based on the direction the Council gives staff.

**VI. SUMMARY AND ALTERNATIVES:** The Old PWSSC Building is now sitting vacant, in need to repairs, and planned to be demolished one day to make space for better use of the harbor. Staff asks the Council for direction on what they would like done with the building.

## **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?**

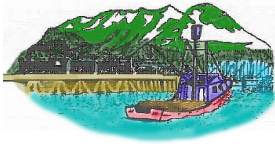
During PA, a Council member can mention a topic that is on the list of topics and name a **specific date** to hear the item, either as an action item on a regular/special meeting or as a discussion item for a work session. If this occurs, a second member is still required, and the member(s) should clearly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

### September 6, 2023 Regular Council Meeting

A.	<b>Future agenda items - topics put on PA with no specific date for inclusion on an agenda</b>	initially put on or revisited
	1) City addressing - ongoing project 2023	11/4/2020
	2) Public Safety Resources - discussion	1/20/2021
	3) Ordinance change ( <b>Title 4</b> ) before a new CBA gets negotiated - so Council has a role in approval process	2/17/2021
	4) Council discussion about incentives for investment in Cordova	11/3/2021
	5) Revenues/financial planning/sales tax cap discussion	12/1/2021
	6) Res to legislature supporting adoption of stricter punishment for drug sales that cause overdose deaths	6/15/2022
	7) Alaska Mariculture Alliance - city rep appointment after bylaw changes - update from Mayor	9/21/2022
	8) Facility condition assessments part 2 work session (did P&R on 4-19-23) - <b>summer '23</b>	4/19/2023
	9) City Code re: procurement, Manager spending limit trigger in a code provision	4/19/2023
	10) In person attendance requirements for Council members - follow up <b>fall '23</b>	5/3/2023
B.	<b>Resolutions, Ordinances, other items that have been referred to staff</b>	date referred
	1) <b>Disposal of</b> PWSSC Bldg - referred until more of a plan for north harbor so the term of RFP would be known	1/19/2022
	2) Disposal of <b>ASLS 79-258</b> - motion to put out for proposals was referred to staff after an e.s.	9/16/2020
	3) <b>Res 12-18-36</b> re E-911, will be back when a plan has been made	12/19/2018
C.	<b>Upcoming Meetings, agenda items and/or events: with specific dates</b>	
	1) Capital Priorities List <u>Resolution (03-22-03)</u> 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:	
	<b>10/18/2023</b>	<b>1/17/2024</b>
	<b>4/17/2024</b>	<b>7/17/2024</b>
	3) Joint City Council and School Board Meetings - twice per year, May & October	
	6pm before Council mtg <b>5/1/2024</b>	6pm @ CHS before Sch Bd mtg <b>Oct. or Nov. 2023</b>
	4) Clerk's evaluation - each year in <b>Feb</b> (before Council changeover after Mar election) - next <b>Feb '24</b>	
	5) Manager's evaluation - each year in <b>Jan</b> - next one Jan '24	
	6) In <b>May</b> each year City will provide public outreach regarding beginning of bear season	photo by Wendy Ranney
	7) Code update of Chapter 5.40 Sales Tax - Work Session with attorney - <b>September 20, 2023</b>	
	8) Each year in <b>June</b> Council will approve by Resolution, the School's budget and City's contribution	
	 8/3/2022	
D.	<b>Council adds items to Pending Agenda in this way:</b>	
	<b>item for action</b>	<b>tasking which staff: Manager/Clerk?</b>
	<b>proposed date</b>	
	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**  
**September 6, 2023 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 | 1-John Williams (fisheries educ/Mar Adv Prgm) | 2-Jeremy Botz (ADF&G)                    |
| auth res 04-03-45 approved Apr 16, 2003    | 3-vacant (processor rep)                      | 4-Jim Holley (marine transportation/AML) |
|  | 5-Chelsea Haisman (fish union/CDFU)           | 6-Tommy Sheridan (aquaculture)           |
- 2) Cordova Trails Committee:**
- |                                  |                     |                 |
|----------------------------------|---------------------|-----------------|
| re-auth res 11-18-29 app 11/7/18 | 1-Elizabeth Seneear | 2-Toni Godes    |
| auth res 11-09-65 app 12/2/09    | 3-Dave Zastrow      | 4-Ryan Schuetze |
|                                  | 5-vacant            | 6-Michelle Hahn |
- 3) Fisheries Development Committee:**
- |                                   |                   |                 |                  |
|-----------------------------------|-------------------|-----------------|------------------|
| authorizing resolution 12-16-43   | 1-Warren Chappell | 2-Andy Craig    | 3-Bobby Linville |
| reauthotrization via Res 11-19-51 | 4-Gus Linville    | 5-vacant        | 6-Bob Smith      |
| approved 11/20/2019               | 7- Ron Blake      | 8- John Whissel |                  |

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

- 1) Prince William Sound Regional Citizens Advisory Council**
- |                    |                        |                            |
|--------------------|------------------------|----------------------------|
| <b>David Janka</b> | appointed January 2023 | 2 year term until May 2024 |
|--------------------|------------------------|----------------------------|
- 2) Prince William Sound Aquaculture Corporation Board of Directors**
- |                   |  |                             |
|-------------------|--|-----------------------------|
| <b>Tom Bailer</b> | re-appointed October 2021                | 3 year term until Sept 2024 |
|                   | re-appointed October 2018                |                             |
|                   | appointed February 2017-filled a vacancy |                             |

**CITY OF CORDOVA, ALASKA  
RESOLUTION 02-23-03**

**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:

**Port and Harbor**

- South Harbor Replacement
- North Harbor Efficiency and Safety
  - Stabilize Breakwater Ave through sheet piling to create usable uplands for industrial, commercial, Harbor and associated uses.
  - Improve pedestrian safety by creating a sidewalk and boardwalk system to navigate between the north and south harbors.
  - Provide additional cranes, laydown areas, and in-harbor fuel services.
- Rebuild 3-Stage Dock
- Waste Oil/Maintenance Building
- Shipyard Expansion
- Harbor Basin Expansion

**Water Upgrades**

- Improve water delivery during peak water usage.
- Booster station at Murchison tank to improve water delivery during peak flow.
- Permanent siphon at Crater Lake to improve water delivery during peak flow.
- Upgrade Pipe Infrastructure.
- Upgrade pump stations and equipment.

**Sewer Upgrades**

- Replacement/upgrade of Wastewater plant and Scada.
- Replacement/Upgrades of Lift Stations.
- Replacement of Force main in Odiak Slough.
- Upgrade Pipe Infrastructure.

**Streets Infrastructure and Equipment**

- 6th and 7th Streets Upgrades
- Chase Avenue Upgrades
- Replace/Upgrade pedestrian walkways (4th and Adams) (Council Street), and (2nd Street to Main)
- Wheeled Loader
- Road Grader

**Water Services and Fire Protection (hydrants) to Outlying Areas – Feasibility Study**

**Public Safety**

- Mile 4 Substation Foundation Repair
- E-911 Implementation
- Acquire and integrate new hardware to fully utilize the new E-911 addressing.
- Replace Failing RMS
- Replace Dispatch Console
- Replace Radio Structure on Ski Hill
- Engineering and Preliminary Design of Public Safety Building

## Recreational Safety and Development

### Pool Infrastructure

- Replacement of 60mm PVC Pool liner
- Door and Siding Replacements and CMU Joint Repairs
- Pool Cover Replacement
- Pool Roof Replacement
- Ventilations Remodel/Replacement
- Electrical Distribution System Replacement
- ADA Compliance and Parking Area re-grade.

### Bidarki Recreation Center

- Structural Repair
- Code and Ada Compliance
- Facility Improvements

### Eyak Lake Skater's Cabin

- Demolish and replace.

### Playground Renovations

- Replacement of swing set at Noel Pallas Children's Memorial Playground

### Parks Restrooms/Buildings/Structures

- Ballfield/Cordova Municipal Park Restroom/Concession Stand – Code and ADA Compliance
- Fleming Spit Restroom Replacement
- Odiak Pond Boardwalk and Gazebo – Code and ADA Compliance
- Odiak Camper Park Restrooms/Facility Improvements – Code and ADA Compliance.
- Parks Maintenance Shop Facility Improvements – Code Compliance

### Ski Hill Improvements

## Land Development

- Housing
- Cold Storage
- Harbor Basin Expansion

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 15<sup>th</sup> DAY OF FEBRUARY 2023**



David Allison, Mayor






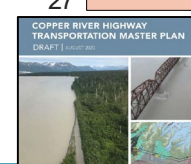
ATTEST:

Susan Bourgeois, CMC, City Clerk



# September 2023

CALENDAR MONTH	SEPTEMBER
CALENDAR YEAR	2023
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1	2
						USCG Fun Run w/CHS 
3	4		6	7	8	
Alaska State Fair 2023 Fair Dates: Aug 18 – Sep 4	Sept 4th Labor Day Holiday City Hall Offices Closed		6:45 Council Public Hearing 7:00 Council reg mtg CCAB			The Cordova Fungus Festival September 8th - 10th, 2023 
10	11	12	13	14	15	16
	CSD Labor Day Holiday Sept 5		6:00 Harbor Cms CCAB 7:00 Sch Bd HSL			
17	18	19	20	21	22	23
		6:30 P&Z CCAB				
		5:30 CTC Board Meeting CCER	6:00 Council Work Session 7:00 Council reg mtg CCAB			
24	25	26	27		29	30
			6:00 CEC Board Meeting			
		6:00 P&R CCM		CRH Master Plan Meeting CdvCtr 4-8pm		
1	2			6:00 CCMCAB HCR		

## 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

Cnd - 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

# October 2023

CALENDAR MONTH	OCTOBER
CALENDAR YEAR	2023
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

7:00 Council reg mtg CCAB

Indigenous Peoples Day CSD Holiday

6:30 P&Z CCAB

6:00 Harbor Cms CCAB  
7:00 Sch Bd HSL



Alaska Day Holiday City Offices closed

5:30 CTC Board Meeting CCER

7:00 Council reg mtg CCAB

CSD End 1st Quarter

6:00 CEC Board Meeting

6:00 CCMCAB HCR



6:00 P&R CCM

## Notes

### Legend:

CCAB-Community Rms A&B  
HSL-High School Library  
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Cnd - 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
<b>Mayor:</b> 3 years	<b>David Allison</b> <a href="mailto:Mayor@cityofcordova.net">Mayor@cityofcordova.net</a>	March 1, 2022	March-25
Council members:			
Seat A: 3 years	<b>Tom Bailer</b> <a href="mailto:CouncilSeatA@cityofcordova.net">CouncilSeatA@cityofcordova.net</a>	March 1, 2022 March 5, 2019	March-25
Seat B: 3 years	<b>Cathy Sherman</b> <a href="mailto:CouncilSeatB@cityofcordova.net">CouncilSeatB@cityofcordova.net</a>	March 7, 2023 March 3, 2020	March-26
Seat C: 3 years	<b>Kasey Kinsman</b> <a href="mailto:CouncilSeatC@cityofcordova.net">CouncilSeatC@cityofcordova.net</a>	March 7, 2023	March-26
Seat D: 3 years	<b>Wendy Ranney</b> <a href="mailto:CouncilSeatD@cityofcordova.net">CouncilSeatD@cityofcordova.net</a>	July 5, 2023 elected by cncl	March-24
Seat E: 3 years	<b>Anne Schaefer, Vice Mayor</b> <a href="mailto:CouncilSeatE@cityofcordova.net">CouncilSeatE@cityofcordova.net</a>	March 2, 2021 March 6, 2018 December 6, 2017 elected by cncl	March-24
Seat F: 3 years	<b>Kristin Carpenter</b> <a href="mailto:CouncilSeatF@cityofcordova.net">CouncilSeatF@cityofcordova.net</a>	March 1, 2022	March-25
Seat G: 3 years	<b>Ken Jones</b> <a href="mailto:CouncilSeatG@cityofcordova.net">CouncilSeatG@cityofcordova.net</a>	March 1, 2022	March-25

## Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	<b>Barb Jewell, president</b> <a href="mailto:bjewell@cordovasd.org">bjewell@cordovasd.org</a>	Mar 1, 2022, Mar 5, 2019, Mar 1, 2016, Mar 5, 2013	March-25
3 years	<b>Henk Kruithof</b> <a href="mailto:hkruithof@cordovasd.org">hkruithof@cordovasd.org</a>	March 2, 2021	March-24
3 years	<b>Terri Stavig</b> <a href="mailto:tstavig@cordovasd.org">tstavig@cordovasd.org</a>	March 1, 2022	March-25
3 years	<b>Peter Hoepfner</b> <a href="mailto:phoepfner@cordovasd.org">phoepfner@cordovasd.org</a>	Mar 2, 2021, Mar 6, 2018, Mar 3, 2015, Mar 6, 2012, Mar 3, 2009, Mar 7, 2006	March-24
3 years	<b>David Glasen</b>	March 7, 2023	March-26

seat up for re-election in Mar '24	<b>vacant</b>
board/commission chair	
seat up for re-appt in Nov '23	

# 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	<b>Linnea Ronnegard, Chair</b> <a href="mailto:CCMCBoardSeatC@cdvcmc.com">CCMCBoardSeatC@cdvcmc.com</a>	Mar 2, 2021 Mar 6, 2018	March-24
3 years	<b>Ann Linville</b> <a href="mailto:CCMCBoardSeatA@cdvcmc.com">CCMCBoardSeatA@cdvcmc.com</a>	March 1, 2022	March-25
3 years	<b>Chris Iannazzone</b> <a href="mailto:CCMCBoardSeatB@cdvcmc.com">CCMCBoardSeatB@cdvcmc.com</a>	March 7, 2023 March 24, 2022	March-25
		elected by board	
3 years	<b>Liz Senear</b> <a href="mailto:CCMCBoardSeatD@cdvcmc.com">CCMCBoardSeatD@cdvcmc.com</a>	March 2, 2021	March-24
3 years	<b>Kelsey Appleton Hayden</b> <a href="mailto:CCMCBoardSeatE@cdvcmc.com">CCMCBoardSeatE@cdvcmc.com</a>	March 7, 2023 March 3, 2020	March-26

## Library Board - Appointed

length of term		Date Appointed	Term Expires
3 years	<b>Mary Anne Bishop, Chair</b>	Nov '06, '10, '13, '16, '19, Dec '22	November-25
3 years	<b>Debra Adams</b>	Dec '21	November-24
3 years	<b>Sherman Powell</b>	June '18, Feb '20, Jan '23	November-25
3 years	<b>Arisa Pearson</b>	December-20	November-23
3 years	<b>Krysta Williams</b>	Feb '18, Dec '20	November-23

## Planning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	<b>Kris Ranney</b>	Dec '22	November-25
3 years	<b>Mark Hall, Vice Chair</b>	Nov '19, Dec '22	November-25
3 years	<b>Sarah Trumblee</b>	Dec '20	November-23
3 years	<b>Tania Harrison, Chair</b>	Mar '22	November-24
3 years	<b>Tom McGann</b>	Feb '21	November-23
3 years	<b>Chris Bolin</b>	Sep '17, Nov '18 Dec '21	November-24
3 years	<b>Trae Lohse</b>	Nov '18, Dec '20	November-23

seat up for re-election in Mar '24

**vacant**

board/commission chair

seat up for re-appt in Nov '23

# 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	<b>Mike Babic</b>	Nov '17, Dec '20	November-23
3 years	<b>Andy Craig, Chair</b>	Nov '16, '19 & Dec '22	November-25
3 years	<b>Max Wiese</b>	Mar '11, Jan '14, Nov '17, Dec '20	November-23
3 years	<b>Ken Jones</b>	Feb '13, Nov '16, Nov '19, Dec '22	November-25
3 years	<b>Christa Hoover</b>	Dec '21	November-24
3 years	<b>Kate Laird</b>	Apr '23	November-24
3 years	<b>Tommy Sheridan</b>	Sept '22	November-24

## Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	<b>vacant</b>		November-24
3 years	<b>Henk Kruithof</b>	Nov '19, Dec '22	November-25
3 years	<b>Aaron Hansen</b>	Dec '21	November-24
3 years	<b>Kirsti Jurica</b>	Nov '18, Dec '21	November-23
3 years	<b>Marvin VanDenBroek</b>	Feb '14, Nov '16, Nov '19, Dec '22	November-25
3 years	<b>Jason Ellingson</b>	Mar '23	November-25
3 years	<b>Dave Zastrow</b>	Sept '14, Feb '15, Nov '17, Dec '20	November-23

## Historic Preservation Commission - Appointed

length of term		Date Appointed		Term Expires
3 years	<b>Kris Ranney, PC member</b>	Mar '23	appt'd by PC	November-25
3 years	<b>Heather Hall, professional member</b>	Aug '16, Feb '20, Mar '23		November-25
3 years	<b>Sylvia Lange, NVE member</b>	Nov '22, Nov '19	appt'd by NVE	November-25
3 years	<b>Christy Mog, professional member</b>	Apr '22		November-23
3 years	<b>vacant, historical society member</b>			November-24
3 years	<b>Nancy Bird, professional member</b>	Nov '17, Nov '18 Dec '21		November-24
3 years	<b>Jim Casement, public member</b>	Nov '17, Dec '20		November-23

seat up for re-election in Mar '24

**vacant**

board/commission chair

seat up for re-appt in Nov '23