Mayor
Kristin Smith

Council Members
Debra Adams
Lee Collins
Aaron Hansen
Kasey Kinsman
Michael Mickelson
Wendy Ranney
David Zastrow

City Manager
Samantha Greenwood

City Clerk
Susan Bourgeois

Deputy City Clerk
Colette Gilmour

Special City Council Meeting
November 12, 2026 @ 6:00pm
Cordova Center Community Rooms
Agenda

A. Call to order

B. Roll call
Mayor Kristin Smith, Council members Debra Adams, Lee Collins, Aaron Hansen, Kasey Kinsman, Michael Mickelson, Wendy Ranney, and David Zastrow

C. Approval of agenda..... **(voice vote)**

D. Disclosures of Conflicts of Interest and Ex Parte Communications
- ex parte communications should be disclosed here, the content of the communications should be explained when the item comes before Council, ex parte does not recuse a member, it is required that any ex parte communications are declared to the full body and explained

E. Communications by and petitions from visitors
1. Audience Comments regarding agenda items..... **(3 minutes per speaker)**

F. New Business
2. Resolution 11-26-34..... **(voice vote)(page 1)**
A resolution of the Council of the City of Cordova, Alaska authorizing the city manager to enter into a sole source contract with caliber mechanical for public safety building boiler replacement and associated repairs

3. Council action to Waive Right of First Refusal for Lot 4A, Block 3, USS 3345..... **(voice vote)(page 5)**

G. Audience participation

H. Executive Session

City Council is permitted to enter into 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.

I. Adjournment

Executive Sessions per Cordova Municipal Code 3.14.030

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

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AGENDA ITEM 2
City Council Meeting Date: 11/12/26
CITY COUNCIL COMMUNICATION FORM

FROM: **Kevin Johnson, Public Works Director**

DATE: **11/12/26**

ITEM: **Resolution 11-26-34 - Award of Sole Source Contract to Caliber Mechanical, for Public Safety Building Boiler Replacement and Associated Repairs**

NEXT STEP: **Council approval of a resolution authorizing the City Manager to negotiate the contract**

_____ ORDINANCE
_____ MOTION
__X__ RESOLUTION
_____ INFORMATION

I. REQUEST OR ISSUE: To approve a sole source contract with Caliber Mechanical

7.10.150 - Sole source procurements.
A. The city may procure supplies, services, or construction without competition where the city manager determines in writing that one of the following circumstances applies:

1. Supplies, services, or construction that reasonably meet the city's requirements are available from only one vendor;
2. The supplies, services, or construction have a uniform price wherever purchased;
3. The supplies, services, or construction may be purchased from or through another governmental unit at a price lower than that obtainable from private vendors;
4. The price of the supplies, services, or construction is fixed by a regulatory authority; or
5. The contract is for professional services that the council by resolution determines to procure without formal competition.

B. The award of any contract under this section shall be subject to prior council approval in accordance with Section 7.10.040.

The request for approval of this contract meets the requirements of 7.10.150(A)(5) above and is in the best interest of the city.

During a routine preventative maintenance servicing by the City's contracted HVAC company, it was determined that the only remaining boiler at the Public Safety Building had developed cracks, creating safety concerns, and needs immediate replacement. A boiler replacement was suggested by our

contractor, and after staff review it was determined that it is the best option for our needs and request that City Council approve the city manager to enter into a contract with Caliber Mechanical to obtain and install the selected boiler.

II. RECOMMENDED ACTION / NEXT STEP: Staff's suggested motion for Council: "I move to approve Resolution 11-26-34, a resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole-source contract with Caliber Mechanical, to obtain and replace the Public Safety Building Boiler and perform associated repairs and inspections."

III. FISCAL IMPACTS: The contract before you is for a total of $64,550.50. This cost covers equipment and materials, travel, per diem, lodging, labor, shipping, equipment rental, and contingency.

IV. BACKGROUND INFORMATION: The public safety building (PSB) is heated by a boiler system. The building has two boilers (boiler 1 and boiler 2) that would be alternated to reduce wear and tear. Boiler 1 has been out of service since 2020 due to cracks. This means that we have been running solely on boiler 2 during for the past six years.

During a routine preventative maintenance (PM) inspection by the City's HVAC PM contractor, Caliber Mechanical, it was discovered that boiler 2 has now cracked in multiple places and become a safety and logistical liability to continue to rely on. Repairing the unit was the first item to be investigated, however due to the age of the equipment, replacement heat exchangers are no longer manufactured. This leaves total replacement as the next best option.

Caliber Mechanical has recommended the replacement of the existing boiler with a Weil McLean 80 Series commercial boiler along with a Beckett commercial oil burner. This boiler and burner are sized appropriately for the needs of the PSB and being a modern system will run more efficiently.

In addition to the boiler replacement, as part of this contract Caliber will also review, inspect, and make recommendations for the blowers and heat exchangers that provides heat to the Police and Jail portion of the building. These portions of the building have historically had heating issues leading to inadequate heating of these portions of the building. Caliber believes that the jail heat exchanger likely needs either a deep cleaning or for the system to be recommissioned versus a total replacement. This will be confirmed as part of this contract.

Staff has reviewed Caliber Mechanical's proposal and equipment recommendations and believes the proposed work is appropriate to address the City's immediate boiler replacement needs and ongoing heating system issues at the Public Safety Building.

Staff recommends proceeding with Caliber Mechanical based on the contractor's established familiarity with the City's HVAC systems, knowledge of the building's existing equipment and maintenance history, and established relationships with equipment suppliers. Having Caliber Mechanical supply and install the replacement boiler will provide continuity between equipment selection, installation, and future maintenance. It will also provide the City with a single point of responsibility for coordinating the equipment and installation. Purchasing the equipment separately and then contracting with Caliber Mechanical for installation would introduce additional coordination and could complicate responsibility for equipment compatibility, installation issues, and future service.

The timing of this replacement is also an important consideration. The manufacturer's current estimated lead time for the replacement boiler is approximately 16 weeks from the date it is ordered. A competitive procurement process is estimated to add another 6 to 8 weeks before the equipment could be ordered. This would further delay replacement of the deteriorated boiler and extend the period during which the City must continue relying on equipment that has developed multiple cracks. Proceeding with the proposed contract would allow the City to move forward with ordering the replacement equipment without adding those additional weeks to the schedule.

Additionally, Caliber Mechanical's familiarity with the existing heating system allows the contractor to evaluate and address the historical heating issues affecting the Police and Jail portions of the building as part of this work. This provides an opportunity to address related system deficiencies while completing the boiler replacement rather than treating these issues as separate projects.

Considering the condition of the existing boiler, the need to replace it as soon as reasonably possible, and the benefits of maintaining continuity with the City's existing HVAC contractor, staff recommends that Council approve the proposed sole-source contract with Caliber Mechanical.

V. SUMMARY AND ALTERNATIVES: Approval of a sole-source contract with Caliber Mechanical is strongly recommended to address the deteriorated boiler at the Public Safety Building and ongoing heating system issues affecting the Police and Jail areas. With an estimated 16-week lead time for the replacement boiler, proceeding with Caliber Mechanical will avoid an additional 6 to 8 weeks of delay associated with a competitive procurement process and allow the City to begin addressing the boiler replacement as soon as possible. Caliber Mechanical's familiarity with the City's HVAC systems also provides continuity through equipment selection, installation, and future maintenance. Given the condition of the existing boiler, the extended equipment lead time, and the importance of maintaining reliable heat in the Public Safety Building, staff strongly recommends approval of Resolution 11-26-34.

CITY OF CORDOVA, ALASKA
RESOLUTION 11-26-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT WITH CALIBER MECHANICAL FOR PUBLIC SAFETY BUILDING BOILER REPLACEMENT AND ASSOCIATED REPAIRS

WHEREAS, the Public Safety Building has been operating on one of its two boilers for 6 years due to damage to one of the boilers; and

WHEREAS, during a preventative maintenance inspection the remaining functioning boiler was determined to have sustained multiple cracks creating a safety and operational logistics concerns; and

WHEREAS, the boiler was attempted to be repaired but due to its age parts are no longer manufactured and cannot be sourced leaving full replacement as the only viable option; and

WHEREAS, going with Caliber Mechanical's proposal is in the best interest of the City as he has specific knowledge of our systems, has a direct connection with the equipment supplier, and the City avoids issues with responsibility, coordination, and future maintenance concerns allowing our contracted HVAC contractor to handle the boiler sourcing and install; and

WHEREAS, City Council does hereby approve the following as required in Cordova Municipal Code Section 5.12.040 Council approval of contracts:

A. Contractor: ***Caliber Mechanical***
B. Contract price: ***$64,550.50***
C. Nature and quantity of the performance that the City shall receive:
Public Safety Boiler Replacement and Associated Repairs
D. Time for performance: ***Quarter one and two of 2027***; and

WHEREAS, pursuant to Cordova Municipal Code Section 7.10.150 (A), the City Manager has determined in writing that, due to the reasons listed above and in the associated memo, City Council agrees in approving this resolution that the city requirements are being met to enter into a sole contract with Caliber Mechanical.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova, Alaska, hereby authorizes the City Manager to enter into a sole source contract with Caliber Mechanical to preform replacement of the Public Safety Boiler and associated repairs.

PASSED AND APPROVED THIS 12th DAY OF NOVEMBER 2027

_____
Kasey Kinsman, Vice Mayor

ATTEST:

_____
Susan Bourgeois, City Clerk

DRAFT

AGENDA ITEM # 3
City Council Special Meeting Date: 11/12/26
CITY COUNCIL COMMUNICATION FORM

FROM: **Amanda Hadley Coward, City Planner**

DATE: **Thursday, November 12, 2026**

ITEM: **Land Disposal – Right of First Refusal**

NEXT STEP: **Decision on the Right of First Refusal**

_____ INFORMATION
__X__ MOTION
_____ RESOLUTION
_____ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions:	Decision on the Right of First Refusal
Legal Description:	Lot 4A, Block 3, USS 3345
Parcel Number:	02-072-624
Property Owners:	Diana Riedel & Kylie Burton
Area:	Approximately 4,382 square feet
Zoning:	Low Density Residence District

On Thursday, July 02, 2026, the City sold the subject property to Diana Riedel and Kylie Burton for $53,000. The owners have worked on the property to clear trees, level it with gravel, and stub in utilities. They received an offer from a third party to purchase the property for $139,000. The Right of First Refusal requires the owners to offer the property first to the City at the offer price. The City must decide whether to purchase the property at this offer price or waive its Right of First Refusal.

The Right of First Refusal and the Right of Reentry are both recorded on the deed and run with the land. The Right of Reentry requires anyone who purchases the property to substantially complete the structure in the site development plan. The City wants development to occur on this lot; that is why the City Council chose to sell the property under these terms. Diana Riedel and Kylie Burton cannot complete the structure, and the City does not have development plans for the property; however, the third party who submitted the offer is aware of the site development plan and timeline.

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

"I move to waive the City's Right of First Refusal for Lot 4A, Block 3, USS 3345, to allow Diana Riedel and

Kylie Burton to sell the property to the third party who submitted an offer to purchase the property."

III. FISCAL IMPACTS: The sale of the property to a third party would allow it to remain part of the City's property tax revenue. The third party would need to complete the structure agreed to by Diana Riedel and Kylie Burton in the site development plan, as this requirement is recorded on the deed and runs with the land. If the third party does not complete the development, the City will have the Right to Reenter the property.

If the City purchases the property, it will be removed from the property tax rolls. The City would need to pay the offer price of $139,000.00.

IV. BACKGROUND INFORMATION: On March 19, 2024, Diana Riedel and Kylie Burton submitted a letter of interest to purchase Lot 4A, Block 3, USS 3345, located along LeFevre Street, for the purpose of constructing a 1,600-square-foot single-family home.

The Planning Commission and City Council heard the letter of interest. Council decided to put the property out to the public as a request for proposals (RFP). Diana Riedel and Kylie Burton submitted the only proposal, and Council decided to dispose of the requested property to them. Diana Riedel and Kylie Burton were granted a variance for this property. Staff negotiated the Purchase and Sale Agreement and presented it to Council; Council passed the agreement by Ordinance on November 19, 2025, and directed the City Manager to sell the property to them.
Full Video: https://www.youtube.com/live/sgVmX1WTIog?si=4x3gQcgnP8Hsx8T_

Purchase & Sale Agreement

The Purchase & Sale Agreement ("Agreement") was signed on January 02, 2026. Diana Riedel and Kylie Burton have been working diligently to clear the property of all trees and brush. They have also stubbed in utilities and leveled the lot with fill rock. The site preparation has been completed, and the property is ready for the construction of a building to begin.

Right of First Refusal

The City and the current owners agreed to a term called the Right of First Refusal. This was placed on the deed and runs with the property. If Diana Riedel and Kylie Burton want to sell the property, they must first come to the City and ask whether it would like to purchase it or decline to purchase it. If the City waives its Right of First Refusal, the third party who purchases the property still must meet substantial completion of the agreed-upon structure.

The Right of Reentry runs with the land and is recorded on the deed; this term requires anyone who owns the property to comply with the building and substantially complete the agreed-upon structure. Diana Riedel and Kylie Burton informed the third party who submitted the offer that they must substantially complete the structure by January 02, 2031, or the City has the Right to Reenter the property.

Purchase Offer

The sale of this property was recorded on Thursday, July 02, 2026, for $53,000.00. Diana Riedel and Kylie Burton have received an offer to purchase the property for $139,000.00. The Right of First Refusal requires the owner to offer the property first to the City at this purchase price. The City must decide whether to purchase the property at this offer price or waive its Right of First Refusal.

Staff's Assessment

The sale of this property to a third party would not affect the agreed-upon Right of Reentry for the substantial completion of the agreed-upon structure. The Right of Reentry is recorded on the deed, and that requirement

runs with the land. The third party must meet the timeline and structure in the Agreement's substantial completion provision.

The City sold this property for $53,000. Diana Riedel and Kylie Burton have worked on the property to clear the land, fill the property, and stub in utilities, and have stated in the Agreement that reaching this stage of development would cost an estimated $40,000.

The tax assessed value for this property is $31,200. The assessed value reflects the value before site preparation and utilities were completed.

The City does not currently have development plans that would require purchasing this property. Staff recommends that City Council should waive its Right of First Refusal and allow Diana Riedel and Kylie Burton to sell this property to the third party that submitted an offer. The third party is aware of the Right of Reentry and the site development requirements.

V. LEGAL ISSUES: Legal review of the Purchase & Sale Agreement and offer from the third party has been conducted prior to this memo being brought before the City Council.

VI. SUMMARY AND ALTERNATIVES: On Thursday, July 02, 2026, the City sold the property to Diana Riedel and Kylie Burton, who received an offer from a third party to purchase the property for $139,000. The Right of First Refusal requires the owner to offer the property first to the City at the offer price. The City must decide whether to purchase the property at the offer price or waive its Right of First Refusal.

The Right of First Refusal and the Right of Reentry are recorded on the deed and run with the land. The third party is required by the Right of Reentry to substantially complete the agreed-upon structure by January 02, 2031, or the City may reenter the property.

The City Council must review the memo and may make a motion to waive its Right of First Refusal or purchase the property at the offer price.

VII. ATTACHMENTS:

1) Map of Subject Property


Lot 4A, Block 3, USS 3345
US SURVEY
2241 PARCEL
(UNIMPROVED)
COVERED SHED
DETAIL "A"
LOT 4A, BLOCK 3
US SURVEY 3345
+/- 4,382.42 S.F.
OR 0.101 AC.
(UNIMPROVED)
Subject
Property
LAFEVERE AVE.
CHASE AVE.
CENTERLINE
PER(R1)
FIXED AND LIMITED
BOUNDARY (PRE 1964
M.H.W. MARK) PER (R1)(M)
N
EYAK LAKE
OHW
12/2024