Mayor
Clay Koplin

Council Members
Tom Bailer
Kenneth Jones
Jeff Guard
Melina Meyer
Anne Schaefer
David Allison
David Glasen

City Manager
Alan Lanning

City Clerk
Susan Bourgeois

Deputy Clerk
Tina Hammer

Student Council
Olivia Carroll

Regular City Council Meeting
April 3, 2019 @ 7:00 pm
Cordova Center Community Rooms
Agenda

April 6 & 8

April 5 & 7

DI COLLEGE HOOPS

A. Call to order

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

C. Roll call
Mayor Clay Koplin, Council members Tom Bailer, Kenneth Jones, Jeff Guard, Melina Meyer, Anne Schaefer, David Allison and David Glasen

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

E. Disclosures of Conflicts of Interest and Ex Parte Communications

- conflicts as defined in 3.10.010 https://library.municode.com/ak/cordova/codes/code_of_ordinances should be declared, then Mayor rules on whether member should be recused, Council can overrule
- 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
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions **(CCMCABoD, School Board)**
4. Student Council Representative Report

G. Approval of Consent Calendar..... **(roll call vote)**
5. Resolution 04-19-15..... **(page 1)**
   A resolution of the City Council of the City of Cordova, Alaska, amending a service rate and correcting the wording within a section of the 2019 fee schedule approved as Resolution 12-18-34 on Dec 19, 2018
6. Resolution 04-19-16..... **(page 6)**
   A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into an agreement with the Alaska Marine Highway System to indemnify the State for conduct of City of Cordova personnel during the April 2019 Alaska Shield drill aboard the Marine Highway Ferry
7. Record unexcused absence of Mayor ***Clay Koplin*** from the March 6, 2019 Regular Meeting
8. Record excused absence of Council member ***Ken Jones*** from the March 20, 2019 Regular Meeting

H. Approval of Minutes
9. Minutes of the 3-6-19 Regular Council Meeting..... **(page 9)**
10. Minutes of the 3-20-19 Regular Council Meeting..... **(page 13)**

I. Consideration of Bids
11. Approval of Restated Employment Agreement with Susan Bourgeois, City Clerk..... **(voice vote)(page 17)**

J. Reports of Officers
12. Mayor's Report
    a. Tribute to ***Zenas Edward Zeine***..... **(page 23)**

13. Manager's Report
14. City Clerk's Report

K. Correspondence

15. March 2019 letter written by AML, signed by 20 local governments concerning Governor's budget.... **(page 24)**
16. March 22, 2019 letter from PWSAC regarding Fish Tax..... **(page 27)**

L. Ordinances and Resolutions

17. Ordinance 1174..... **(voice vote)(page 28)**
    An ordinance of the City Council of the City of Cordova, Alaska, enacting Cordova Municipal Code Chapter 5.41 Raw Fish Tax, the implementation of a voter approved 0.5% tax on the value of raw fish landed in the City of Cordova – 1st reading

M. Unfinished Business

N. New & Miscellaneous Business

18. Council action on a proposal for Lots 3 & 4, Block 6, Original Townsite..... **(voice vote)(page 36)**
19. Pending Agenda, Calendar and Elected & Appointed Officials lists..... **(page 75)**

O. Audience Participation

P. Council Comments

Q. Executive Session

20. CCMC contract for management services, matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

R. Adjournment

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

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AGENDA ITEM # 5
City Council Meeting Date: 4/3/2019
CITY COUNCIL COMMUNICATION FORM

FROM: Alan Lanning, City Manager

DATE: 4/3/2019

ITEM: Resolution Amending the 2019 Fire Department Fee Schedule

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_____ ORDINANCE	_____ INFORMATION
__X___ RESOLUTION	_____ MOTION

I. **REQUEST OR ISSUE:** The request is for City Council to approve the attached Resolution to amend the 2019 Fire Department Fee Schedule as intended for the FY budget and consistent with Section 6.1.3 of the CVFD policy.

II. **RECOMMENDED ACTION / NEXT STEP:** Approve Resolution

III. **FISCAL IMPACTS:** No fiscal impact to the City of Cordova

IV. **BACKGROUND INFORMATION:** In 2016 a Fire Department Policy and Procedure was implemented in order to provide for user fees for Ambulance services and adopted in the 2016 Fee Schedule. The numerical value was approved at $0.15/mile in the adopted 2019 fee schedule, when the actual amount should have been $15.00/mile and this resolution makes that change, consistent with Section 6.1.3 of the CVFD policy.

V. **LEGAL ISSUES:** There are conflicting monetary values between the 2019 City Fee Schedule and the 2016 Fire Department Policy and Procedure #CVFD-003 section 6.1.3.2

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None

VII. **SUMMARY AND ALTERNATIVES:**

CITY OF CORDOVA, ALASKA
RESOLUTION 04-19-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING A SERVICE RATE AND CORRECTING THE WORDING WITHIN A SECTION OF THE 2019 FEE SCHEDULE APPROVED AS RESOLUTION 12-18-34 ON DEC 19, 2018

WHEREAS, the City Council of the City of Cordova, Alaska, determines annually, by resolution, the fees, rates and charges for city services that are not otherwise established by ordinance or other applicable law; and

WHEREAS, within the Fire Department's section of the fee schedule passed as Resolution 12-18-34, there was a monetary value error that is corrected below.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cordova, Alaska, hereby approves the correction below to the original fee schedule adopted as Resolution 12-18-34 on December 19, 2018 and directs the City Clerk to attach it as an addendum to that resolution; the error is ~~stricken through~~ below and the correction is **bold and underlined**.

CHANGE TO CITY OF CORDOVA 2019 FEE SCHEDULE
FIRE DEPARTMENT

FIRE DEPARTMENT

Ambulance Trip	$500.00 per run + **$15.00/mile** ~~$0.15/mile~~
Standby for Fire Department Personnel	$200.00 per incident + $25.00/Hr. per Department Member + $50.00 Hr. per Fire Department Officer

BE IT FURTHER RESOLVED that all City fees, rates and charges shall remain in effect until changed by further action of the City Council.

Public Hearing: April 3, 2019

PASSED AND APPROVED THIS 3rd DAY OF APRIL 2019

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

DRAFT

Cordova Volunteer Fire Department
MEDICAL TRANSPORT

Policy & Procedure

Subject: Ambulance Billing and Collection

Policy #: CVFD-003

Effective: January 1, 2016

Supersedes: CVFD-002

1.0 **PURPOSE:**

1.1 To establish policy regarding the billing and collection procedure to include transport fee schedule and charity polices for customers and patients of Cordova Volunteer Fire Department (CVFD).

2.0 **PERSONEL AFFECTED:**

2.1 Administrative, operations and billing staff.

3.0 **POLICY:**

3.1 It is the policy of CVFD that no person will be denied transport to and from the Cordova Community Medical Center located in Cordova, Alaska regardless of the patients or the patients family's ability to pay for service.

3.2 It is the policy of CVFD to pursue payment for ambulance and transport services provided according to the fee schedule approved by CVFD. Claims for service will be processed for payment using a scheduling system based on insurance coverage and the patents ability to pay.

The patient is ultimately responsible for the total balance due. Billing practice will be in compliance with State and Federal laws, specifically Medicare, Medicaid and HIPAA guidelines.

4.0 DEFINITIONS:

4.1 SYSTEMS DESIGN is designated as the billing service in which CVFD has a current contract to provide transportation and medial service billing.

5.0 RESPONSIBILITY:

5.1 It is the responsibility of the lead medic on duty whom is directly responsible for patient care to properly complete and file his/her patient care report to include all patient insurance and identification information. It is then the responsibility of the billing officer to insure that all information has been properly reported and sent to the department's assigned billing agency.

6.0 PROCEDURE:

6.1 BILLING

6.1.1 CVFD billing officer will gather and organize all needed patient medical treatment and insurance information, generate a batch list and mail them to the billing office on the last Thursday of the month prior to close of business.

6.1.2 Overpaid accounts will be identified by Systems Design and referred to the CVFD billing officer for review. All approved refunds will be paid and forwarded to these accounts. Checks for the overpaid amount will be issued by the billing officer.

6.1.3 All billing will be in accordance with the following transport fee schedule that has been approved by CVFD.

6.1.3.1 **BLS 1: $500.00 Flat Rate**

6.1.3.2 **Transport Mileage: $15.00 a mile**

6.2 COLLECTIONS

6.2.1 Starting January 1st 2016 CVFD has decided to pursue unpaid accounts through collections. Accounts that go unpaid will be sent notices of amounts due on a monthly basis. Patient accounts that have had no payment activity for four months will be considered bad debt and will be set to a forth party collection agency.

7.0 **CHARITY / ASSISTANCE:**

7.1 Those individuals whom are unable to make payments on the owed amount or are requesting a payment schedule to pay the amount owed in full will be handled on a case by case basis. Special consideration will be given in regards to insurance available to the patient, family income and ability to arrange payment. As stated in section 3.1 of this policy, no patient will be denied transportation or treatment because of an inability to make prompt or complete payment on their account.

7.2 A charitable transport of a deceased will be made by CVFD in good faith and no charge will be processed to the Family.

7.3 All members of CVFD and immediate house hold family members in good standing are excluded from any and all billing made by CVFD transports.

Sponsor: City Manager

CITY OF CORDOVA, ALASKA
RESOLUTION 04-19-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE ALASKA MARINE HIGHWAY SYSTEM TO INDEMNIFY THE STATE FOR CONDUCT OF CITY OF CORDOVA PERSONNEL DURING THE APRIL 2019 ALASKA SHIELD DRILL ABOARD THE MARINE HIGHWAY FERRY

WHEREAS, the Alaska Division of Homeland Security and Emergency Management will be conducting a contingency exercise titled Alaska Shield 2019; and

WHEREAS, the State of Alaska, Department of Transportation and Public Facilities Alaska Marine Highway System will furnish a vessel to participate in Alaska Shield 2019; and

WHEREAS, City of Cordova Personnel will participate in Alaska Shield 2019 under the terms of an agreement between the City of Cordova ("City") and the Alaska Marine Highway System; and

WHEREAS, the City Administration proposes entering into this agreement; and

WHEREAS, assisting in emergency preparedness exercises is in the public interest.

NOW, THEREFORE BE IT RESOLVED THAT:

Section 1.

The agreement between the City and the Alaska Marine Highway System regarding the Alaska Shield 2019 exercise (attached to this resolution as Exhibit A and hereafter the "Agreement") is authorized and the City Manager is authorized and directed to execute and deliver the Agreement on behalf of the City.

Section 2.

The City Manager is authorized to modify any non-essential terms of the Agreement prior to execution if he finds in his sole discretion that these modifications are appropriate or necessary.

Section 3.

The City Manager may take all actions necessary to execute the essential terms contained in the Agreement.

Section 4.

This Resolution shall become effective upon passage and approval.

PASSED AND APPROVED THIS 3rd DAY OF APRIL 2019.

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, City Clerk

DRAFT

State of Alaska
Department of Transportation & Public Facilities
Alaska Marine Highway System

AMHS-Cordova Agreement
Alaska Shield 2019

Alaska Shield 2019 is contingency exercise performed in conjunction with the Alaska Division of Homeland Security & Emergency Management and its Multiyear Training and Exercise Plan. The Alaska Marine Highway System (AMHS) has agreed to furnish a ferry vessel to participate in Alaska Shield 2019 and permit members of the Cordova community (Cordova Personnel) to board the vessel and participate as volunteers in the Alaska Shield 2019 exercise (Exercise).

In exchange for AMHS' agreement to permit Cordova Personnel to participate in the Exercise aboard the vessel, the City of Cordova (City) commits as follows:

1. The City will:
   (a) Designate one or more City representative(s) to serve as a point of contact with whom:
      (1) AMHS can communicate regarding planning and other matters in advance of the Exercise;
      (2) The AMHS vessel master and crew can communicate regarding shipboard matters during the Exercise.
   (b) Agree to diligently monitor and supervise the conduct and activities of Cordova Personnel throughout the Exercise to ensure that Cordova Personnel:
      (1) Comply with all directives and requests of AMHS personnel concerning travel, security, health, safety, welfare, and related matters;
      (2) Do not:
         (i) Enter any restricted part of AMHS property that is not accessible to the public without an authorized escort;
         (ii) Interfere with the safe and efficient operation of the vessel, disrupt travel, or jeopardize safety or security; and
      (3) Otherwise conduct themselves in proper, responsible, and safe manner.

2. Each party agrees to accept liability for claims and causes of action arising out of their own conduct. The City will defend, indemnify, and hold harmless the State, its agents, and employees from and against all claims and causes of action arising out of the conduct or activity(ies) of the Cordova Personnel in connection with this Agreement, including administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, costs, fees, and expenses that might be brought, alleged, or imposed arising from or related to any property damage or loss, personal injury, death, and any other liability related to the conduct of the Cordova Personnel.

3. The City will include the State of Alaska as an additional insured on all insurance providing coverage for the City's activities in connection with this Agreement. In particular, the City

will add the State as additional insured to its Commercial General Liability Policy. The City and its insurer(s) shall waive subrogation rights, if any, against the State. Before Cordova Personnel may board AMHS' vessel in connection with this Agreement, the City shall provide the State with a Certificate of Insurance demonstrating proof of necessary insurance coverage and inclusion of the State as an additional insured.

4. AMHS makes no representation or warranty to the City or Cordova Personnel concerning the condition or suitability of its vessel or facilities. By participating in Exercise activities on State property, participants expressly assume all associated risks.

5. The laws of the State of Alaska govern this Agreement. All claims arising in connection with the License shall be filed and litigated in superior court in Juneau, Alaska, to the exclusion of courts of all other states and countries.

6. This document constitutes the entire agreement of the parties regarding its subject matter and supersedes all prior agreements, both written and oral.

Dept. of Transportation & Public Facilities
Alaska Marine Highway System

Dated: _____ By: _____
Capt. John F. Falvey, Jr., General Manager

SUBSCRIBED AND SWORN TO OR AFFIRMED before me by Captain John F. Falvey, Jr., who is the General Manager of the Alaska Marine Highway System, which is established under Alaska law, on this ____day of _____, 2019.

_____
Notary Public, State of Alaska
My commission expires: _____

City of Cordova

Dated: _____ By: _____
Alan Lanning, City Manager

ACKNOWLEDGMENT OF THE
CITY OF CORDOVA COUNCIL

BE IT REMEMBERED that on the ___ day of _____, 2019 at a regular meeting of the City Council of the City of Cordova, a City established under Alaska law, the City granted its approval of the foregoing instrument.

Dated:_____ _____
Clerk, City of Cordova

Regular City Council Meeting
March 6, 2019 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order
Vice Mayor David Allison called the Council regular meeting to order at 7:15 pm on March 6, 2019, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance
Vice Mayor Allison asked for a moment of silence for Ed Zeine, a former Cordova Mayor, who passed away recently. ***Vice Mayor Allison***, then, led the audience in the Pledge of Allegiance.

C. Roll call
Present for roll call were Council members ***Jeff Guard***, ***Melina Meyer***, ***David Allison*** and ***James Wiese***. ***Mayor Clay Koplin*** and Council members ***James Burton***, ***Ken Jones*** and ***Anne Schaefer*** were absent. Also present were City Manager ***Alan Lanning*** and City Clerk ***Susan Bourgeois***.

D. Approval of Regular Agenda
M/Wiese S/Meyer to approve the Regular Agenda.
Vote on the motion: 4 yeas, 0 nays, 3 absent (Burton, Jones and Schaefer). Motion was approved.

E. Disclosures of Conflicts of Interest - none

F. Communications by and Petitions from Visitors
1. Guest speakers - none
2. Audience comments regarding agenda items
Alex Russin of 209 South Second Street spoke on behalf of the Cordova School District and the Cordova School Board in opposition to borough formation. The Board passed a resolution at last month's board meeting opposing borough formation.
Matt McDaniel spoke representing Chugach, Tatitlek and Chenega also in opposition to borough formation, he was in favor of the resolution in Council's packet also opposing the borough.
3. Chairpersons and Representatives of Boards and Commissions
CCMCA Board Chair ***Kristin Carpenter*** reported: 1) they will be undertaking a Community Health Needs Assessment as required every three years; 2) if any Council members are speaking to the legislature regarding the Governor's budget, the potential cuts to Medicaid would be devastating to the medical center; any opportunity to convey that message would be appreciated.
CSD Superintendent ***Alex Russin*** reported: 1) they are ready for some basketball – conference tournament starts tomorrow morning at 9 am; about 120 kids form 5 schools are here for the tournament to be conducted on Thursday, Friday and Saturday; 2) district is developing the next school year budget, the governor's proposed budget has a potential $1.02 million impact to the district – some of that may include a reduction in or elimination of Title Funding which is received from the federal government – they are just staying the course, waiting to see how the legislature reacts and builds their own budget; 3) they are also in final stages of strategic planning – the document should be rolled out later in spring or summer.
4. Student Council Representative Report – was not present

G. Approval of Consent Calendar
5. Record unexcused absence of Council member ***James Wiese*** from the Feb 20, 2019 Regular Meeting
Vote on the approval of the consent calendar: 4 yeas, 0 nays, 3 absent. Wiese-yes; Burton-absent; Meyer-yes; Schaefer-absent; Allison-yes; Jones-absent and Guard-yes. Consent calendar was approved.

H. Approval of Minutes
M/Meyer S/Wiese to approve the minutes.
6. Minutes of the 02-06-19 Regular Council Meeting
7. Minutes of the 02-20-19 Regular Council Meeting

DRAFT

Vote on the motion: 4 yeas, 0 nays, 3 absent (Burton, Jones and Schaefer). Motion was approved.

I. Consideration of Bids - none

J. Reports of Officers

8. Mayor's Report

a. Southeast Conference Ferry reform meeting report & agenda – ***Mike Anderson***, City Rep

9. Manager's Report –City Manager ***Alan Lanning*** reported 1) he showed Council a draft letter being written by AML outlining all the impacts that the governor's budget would have on local governments – school funding, school debt reimbursement, etc. – the intent is to have 21 communities put a signature to this, he hoped Council would give ***Vice Mayor Allison*** authority tonight to sign this on their behalf.

M/Guard S/Wiese to authorize ***Vice Mayor Allison*** to sign the letter.

Vote on the motion: 4 yeas, 0 nays, 3 absent (Burton, Jones and Schaefer). Motion was approved.

He mentioned he has been in close contact with ***Bitney***, now that ballot props have been approved, to look into process for Tier 1 harbor grant. Also, there is an item under New & Misc. about another State grant that came up suddenly and it could be another opportunity for 9:1 money for a City project. ***Lanning*** mentioned a meeting last week with the Marine Response Team as part of the Alaska Shield exercise that is upcoming in April.

Guard asked the ***Manager*** to look into if the AMHS becomes a public corporation if they would still be able to collect on Federal Highway Funds – he will look into it and report back.

10. City Clerk's Report – ***Bourgeois*** reported that the election was yesterday, she thanked the crew who helped: ***Seawan***, ***Terri***, ***Marc***, ***Sarah***, ***Marleen***, ***Tina***, ***Jeff*** and ***Cathy***. She said the propositions both won easily, ***Tom Bailer*** won seat A and ***Mayor Koplin*** won the Mayor's race. All the other races were uncontested. She said they counted 433 ballots last night and the election board will meet Wednesday March 13 to count the 70 or so ballots remaining – then Council is required to meet to certify on Thursday March 14 – she will mention this at Pending Agenda to set the time of the Special Meeting.

K. Correspondence

11. 02-05-19 **Mayor Koplin** letter to **DNR** supporting aquaculture & mariculture permits
12. 02-15-19 NVETC Chair & Mayor letter to ADoT&PF Commissioner - AMHS service cuts
13. 02-19-19 Email from **Dan O'Connor** CEO of PWS College re Governor's budget
14. 02-28-19 **Mayor Koplin** email to Stevens & Stutes re Power Cost Equalization endowment

L. Ordinances and Resolutions

15. Resolution 03-19-08 a resolution of the City Council of the City of Cordova, Alaska authorizing the City Manager to enter into a ten (10) year lease with Tania Harrison of Lot 1, USS 4606 which includes an option to purchase

M/Wiese S/Guard to approve Resolution 03-19-08 a resolution of the City Council of the City of Cordova, Alaska authorizing the City Manager to enter into a ten (10) year lease with Tania Harrison of Lot 1, USS 4606 which includes an option to purchase

Wiese said this lot has come up a few times, he is glad we are moving in it, he thanked ***Ms. Harrison*** for putting roots here. ***Allison*** also thanked her for her willingness to invest in Cordova.

Vote on the motion: 4 yeas, 0 nays, 3 absent (Burton, Jones and Schaefer). Motion was approved.

16. Resolution 03-19-09 A resolution of the City Council of the City of Cordova, Alaska opposing the incorporation of the Prince William Sound borough as discussed in 2018-2019, and staying the duties of the Prince William Sound Borough Advisory Committee

M/Guard S/Wiese to approve Resolution 03-19-09 a resolution of the City Council of the City of Cordova, Alaska opposing the incorporation of the Prince William Sound borough as discussed in 2018-2019, and staying the duties of the Prince William Sound Borough Advisory Committee

Guard said we entered into this to get as much information as we could, he doesn't think at this time that any of us are convinced it is a good time to move toward boroughization, so he wholeheartedly endorses this resolution to not endorse borough formation. ***Wiese*** said he was in favor of doing the study, he hasn't seen enough to move ahead and there has been considerable support for not moving ahead at this time. ***Meyer*** said she will not vote in favor of this resolution as she does not believe it is necessary, she doesn't think we have to follow suit.

Vote on the motion: 3 yeas, 1 nay (Meyer), 3 absent (Burton, Jones and Schaefer). Motion was approved.

DRAFT

M. Unfinished Business - none

N. New & Miscellaneous Business

17. Match Agreement for CTP (Community Transportation Program) Grant application

M/Meyer S/Wiese to support a Community Transportation Program grant application for $4 million, with the City matching 20%.

Public Works Director ***Sam Greenwood*** approached the table to speak to Council – she said this grant has not been out since the 2012-2015 cycle, and you probably won't see it again for a while. Also, these take a while to get going even once they are awarded – as you can compare the Whitshed Road Pedestrian Path project which is getting going soon but was awarded several years ago. Second Street is our chosen project because there are several things going on with that area that will give us good points on the grant application such as there is no storm drain system between Browning and Council on Second Street which means there are roof drains going straight into the sewer which means after storms, the sewer outfall is huge which requires DEC reporting and more chemicals, etc. it is just a very expensive and difficult proposition for the sewer department. A fix there would be extremely beneficial. So, if storm drains are built into that area, they would allow the water to be carried away, bypassing the sewer system. Safety concerns for kids exist in that area too, with diagonal parking and vehicles constantly backing up into a route that kids use frequently with the elementary school and Bidarki on two ends of that Road. A huge deficit to overcome is that we will be competing with Urban communities (Anchorage, MatSu, Fairbanks, etc.) on this. Urban communities that can document much more severe safety issue of how they can speak of fatalities and/or serious injuries in an area vs. our safety concerns which doesn't have documented fatalities. Therefore, the best way for us to regain some points would be the community's commitment to the project in the form of a larger local match. That is why she is suggesting a 20% or 25% match. She said that is the way for us to keep up with the urban grant applicants and our way to maybe get ahead of the other applications that are from communities more like ours.

Wiese asked how time sensitive this is. ***Greenwood*** said the grant application is due May 15, so she needs to know whether or not she should be devoting the time necessary to complete that pretty quickly. ***Allison*** opined it would be a good idea to pass this tonight, he is supportive at this point. ***Guard*** asked about the timeline as to whether we'd be burning bridges with the state if we said yes now then backed out. ***Greenwood*** said she would need a resolution committing to the match before May 15, before then, you could back out, but she will have spent time and energy on the grant application at that time.

<u>Vote on the motion: 4 yeas, 0 nays, 3 absent (Burton, Jones and Schaefer). Motion was approved.</u>

18. Pending Agenda, Calendar and Elected & Appointed Officials lists

Clerk mentioned a meeting DoT will hold on March 21 from 5-7pm in this room, about the Whitshed Pedestrian Path project. March 20 agenda will include the City Clerk's evaluation. March 14 Special meeting to certify the Election – Council opted for a noon meeting on that day. Work session on March 20 will be auditors, UBS and Interim Finance Director will have City financials. ***Wiese*** asked about the small group meetings for the health care project ***Shelly Wade*** is coordinating. He was not invited to the last meeting and he wondered why, he asked the City Manager to look into that for him.

O. Audience Participation

Tania Harrison thanked the Council and the City staff for the support and patience through this process and she was excited to get going on building in Cordova.

Cathy Rehnfeldt spoke representing the Cordova Chamber of Commerce. She said they had their annual meeting last week including a transportation round table – she has put together a prioritized list of ideas and concerns that came from that conversation – it is available on the Chamber Facebook page and there is a link on the chamber website.

Alex Russin, superintendent, congratulated those who won election this time and thanked everyone who ran.

P. Council Comments

Meyer thanked people for attendance tonight and thanked ***James Burton*** and ***Wiese*** for serving, she knows how much work it is and she is appreciative.

Guard echoed that about the outgoing Council members, he also thanked the volunteers and staff who give all the time effort for the elections to go so well. He got to see it firsthand this time.

Allison also thanked the election committee and all of the candidates who put their names in to volunteer. Thanked James and James for putting in their time, doing their homework, truly were interested in the best for Cordova.

Q. Adjournment

DRAFT

M/Guard S/Wiese to adjourn the meeting.
Hearing no objection Vice Mayor Allison adjourned the meeting at 8:18 pm.

Approved: April 3, 2019

Attest: _____
Susan Bourgeois, CMC, City Clerk

DRAFT

Regular City Council Meeting
March 20, 2019 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order
Mayor Clay Koplin called the Council regular meeting to order at 7:10 pm on March 20, 2019, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance
Mayor Koplin led the audience in the Pledge of Allegiance.

C. Roll call
Present for roll call were ***Mayor Clay Koplin*** and Council members ***Tom Bailer***, ***Jeff Guard***, ***Melina Meyer***, ***Anne Schaefer***, ***David Allison*** and ***David Glasen***. Council member ***Ken Jones*** was absent. Also present were City Manager ***Alan Lanning*** and City Clerk ***Susan Bourgeois***.

D. Approval of Regular Agenda
M/Allison S/Bailer to approve the Regular Agenda adding a guest speaker, Interim Finance Director ***Dean Baugh*** before the first guest speaker listed.
Vote on the motion: 6 yeas, 0 nays, 1 absent (Jones). Motion was approved.

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

F. Communications by and Petitions from Visitors
1. Guest speakers
Dean Baugh, Interim Finance Director handed out copies of City financials and gave a short report. First report was fund summaries through February 2019 – he said we are 17% through the year and it says we've spent 20% on expenses but ***Baugh*** explained that is nothing to worry about, we have some big expenses that come earlier in the year, revenues look a little under for the year so far, but again, sales tax, property tax, some of the bigger revenues come later in the year. He is working on a couple of important projects: 1) trying to get a handle on cash allocations from the general fund, how much is really there and how much is dedicated to water or sewer, etc. 2) also working on separating out a health insurance fund. His report included a graph of City debt service to maturity, including water, sewer, refuse school and general. Auditors will be on site working on 2018 audit the weeks of April 22 and May 3. ***Mayor Koplin*** thanked ***Dean*** as he said they have been asking for reports like this for a long time. ***Bailer*** appreciated the report especially the debt graph.

a. **Barb Jewell**, Sound Alternatives and **Nicole Songer**, CFRC – "Cordova Coalition for a Healthy Community" is a group that used to be known as the Providers Meeting. Basically, the mission of the group is to do whatever it takes to improve the overall health of the community. CFRC received grant funds for a community readiness assessment and then implemented most of the strategies that came from the assessment. They have met with leaders from the community and sought partnerships including dedication of resources and they will be looking to workout memoranda of agreement with these groups which would facilitate the group going for funding outside of Cordova.

b. **Dick Groff**, CERT (community emergency response team) program and presentation of certificates – ***Mr. Groff*** congratulated and thanked 4 new members who just completed the CERT training, ***Stephanie Belgarde***, ***Christopher Mara***, ***Christine Hite*** and ***Chip Ethier***. ***Mayor Koplin*** presented each of the four with Certificates. Some of the training they received includes: extinguishing small fires, disaster medical skills, rescue trapped victims, organizing volunteer workers, disaster psychology and terrorism awareness. ***Mr. Groff*** emphasized that they are capable and willing which is an awesome combination of character traits.
2. Audience comments regarding agenda items - none
3. Chairpersons and Representatives of Boards and Commissions
CSD Superintendent ***Alex Russin*** reported for the School Board – 4th quarter has begun, 9 weeks left of school. Boys and Girls participated at the state tournament for basketball – we should be proud of their sportsmanship and character. The girls' basketball coach was named coach of the year, quite an accomplishment. They are working on budget and he encouraged Council members to come as they work through the budget and be a part of the process. Graduation will be Saturday May 18 and an awards assembly before that on May 14. ***Bailer*** suggested a better relationship between Council and School Board, maybe reinitiating the Council seat on School Board. ***Mayor Koplin*** praised ***Russin*** and the school

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board for doing a great job lobbying in Juneau about education but also Marine Highway and other items that are important to all Cordovans.
Bailer gave a report on PWSAC – he said the spring meeting was in Cordova and to get back to the normal schedule he hears they are having the fall meeting here as well. Also, he said the Executive Director, **Casey Campbell** has signed on to run the corporation for another year.
4. Student Council Representative Report – was not present

G. Approval of Consent Calendar
5. Resolution 03-19-11 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Federal Signal, Inc., for the purpose of acquiring a tsunami siren and equipment for the City of Cordova
6. Resolution 03-19-12 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter a sole source contract with ProComm Alaska LLC, for the purpose of purchasing dispatch repeaters and base radios for the City of Cordova
7. Resolution 03-19-13 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter a sole source contract with ProComm Alaska LLC, for the purpose of purchasing portable radios for the City of Cordova
8. Record excused absences of Council members ***James Burton***, ***Ken Jones*** and ***Anne Schaefer*** from the March 6, 2019 Regular Meeting
Vote on the approval of the consent calendar: 6 yeas, 0 nays, 1 absent. Allison-yes; Schaefer-yes; Guard-yes; Meyer-yes; Glasen-yes; Bailer-yes and Jones-absent. Consent calendar was approved.

H. Approval of Minutes - none

I. Consideration of Bids - none

J. Reports of Officers
9. Mayor's Report – Mayor Koplin reported 1) he's been working on both federal and state fisheries related boards and supporting those who would give the most balanced perspectives; 2) he's also been advocating for the PWS Tanner Crab fishery; 3) 2 public hearings at LIO tomorrow that are fisheries related – he'll be testifying; 4) ***Bitney*** has circulated an email to Council on key points to make when corresponding with legislators; 5) Cordova Community Foundation has been set up – it is a managed foundation with low overhead and Rasmussen has set it all up and matches funds – it's essentially a community permanent fund that will fund non-profits, a great way to fund small entities and avoid having the City coffers having to fund these things – he thanked ***Kristin Carpenter*** who has helped get this going; 6) recognized that ***Robbie Lewis*** is back in town and is actively managing the radio station and he is here tonight covering City Council
10. Manager's Report –City Manager ***Alan Lanning*** reported 1) he and Council member ***Guard*** testified for AMHS at the LIO; 2) he will go again tomorrow for the Fish Tax; 3) good news, thanks to the efforts of ***Trumblee*** and ***Hicks*** that Valdez donated a fire truck to us – which is a huge savings to us since ours would have needed considerable upgrades; 4) on March 26 – CCMCA will hold a meeting to interview 3 recruiting firms to kick off their search for CEO now that ***Scot Mitchell*** has resigned – they are asking for 2 Council appointees to a committee to handle the recruitment; 5) CoHo disposal will be picking up as we have received a qualified proposal; 6) audit info – the 2018 audit is started, we've been contacting CCMCA to get moving and their auditors will be here in two weeks - we will coordinate and we're trying to get this out early.
Mayor Koplin reverted to Mayor's report – 1) he said he'd be interested in the CCMCA CEO hiring committee and suggested **Schaefer** too; 2) CoHo bid – he may recuse as CEC is involved as a possible partner in part of the proposal; 3) he'll miss April 3 – he'll be in DC and he's trying for appointments with our Congressional delegation there.
Back to Manager's report – questions from Council – ***Glasen*** asked ***Lanning*** how to go about the raw fish tax collection now that it is approved. ***Lanning*** said we will have a draft ordinance for you to discuss at the April 3 meeting.
a. Comprehensive Plan Update
b. ***Sam Greenwood***, Public Works Director presented a PowerPoint about the second street project as she is applying for a grant under the STIP program with the state (due May 15) – this was approved by Council at the March 6 meeting but with the 2 new members, she gave another overview and answered some questions.
11. City Clerk's Report – ***Bourgeois*** said that she's been emailing council for the benefit of new members but also a refresher for more experienced members, different links and websites that have helpful meeting information, Roberts Rules, procedures, etc. Also, power points and/or pamphlets from the state assessor's office and AML about council

DRAFT

sitting as BOE as assessment appeals come in she wants council to remember that BOE will be a quasi-judicial role, so they should refrain from contact with appellants.

K. Correspondence

12. Cordova School District Resolution 2019-03 Opposing Formation of a PWS Borough
13. 03-21-19 Letter from ADEC re Shoreside Petroleum wastewater discharge permit

L. Ordinances and Resolutions

14. Resolution 03-19-14 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City of Cordova to amend the FY19 budget in the amount of $25,000 for the design drawings for a renovation/expansion of the Odiak Camper Park

M/Allison S/Schaefer to approve Resolution 03-19-14 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City of Cordova to amend the FY19 budget in the amount of $25,000 for the design drawings for a renovation/expansion of the Odiak Camper Park.

Allison said we've talked about expanding the camper park for several years – there is funding in the Odiak camper park's fund, so he supports this at this time. ***Schaefer*** agreed and said we cannot apply for this grant unless we get plans done, so this is a foot in the door, she is supportive. ***Bailer*** asked if this was to expand the slips and add sewer and water hookups – Council members concurred that was the case. ***Bailer*** said he can support that.

Vote on the motion: 6 yeas, 0 nays, 1 absent. Meyer-yes; Jones-absent; Schaefer-yes; Guard-yes; Allison-yes; Glasen-yes and Bailer-yes. Motion was approved.

M. Unfinished Business - none

N. New & Miscellaneous Business

15. Council election of Vice Mayor to serve for one year

Guard nominated ***Melina Meyer*** as Vice Mayor.

There were no other nominations from the floor.

Vote to elect ***Melina Meyer*** as Vice Mayor: 6 yeas, 0 nays, 1 absent (Jones). ***Meyer*** was elected.

16. Pending Agenda, Calendar and Elected & Appointed Officials lists

Mayor Koplin asked to add an item to the April 17 meeting, an executive session where the council and manager can discuss extension of his contract. ***Mayor Koplin*** also asked for a date to meet to revisit the comprehensive plan. ***Bailer*** had a question about the Manager's contract discussion, he asked for copies of manager's contract and last evaluation. ***Mayor Koplin*** said he'd get those both to the new council members. ***Bourgeois*** mentioned that May 1 work session will be joint with Planning Commission about the Comprehensive Plan.

M/Allison S/Guard to ask for unanimous consent to appoint **Mayor Koplin** and Council Member **Schaefer** to the CCMCA CEO hiring committee.

There was Council unanimous consent.

Bailer asked if we could put the investment policy and asset allocation on pending agenda – ***Mayor Koplin*** agreed and said it should be revisited. Council member ***Meyer*** asked for a joint meeting with **CCMCA Board** – ***Mayor Koplin*** agreed with that too, as did ***Bailer*** and he also asked if an executive session was possible for that meeting.

O. Audience Participation

P. Council Comments

Meyer thanked the Fire Department for the work on grants, appreciated all the people who testified on AMHS, thanks for the confidence to elect me Vice Mayor

Allison echo thanks to FD, ***Hicks***, emergency management team, also thanks to ***Susie*** and Parks and Rec on Odiak camper park work

Mayor Koplin thanked Council member Allison for serving as Vice Mayor last year and chairing meetings in his absence.

Glasen also appreciated our great fire department

Schaefer echo the thanks and welcomed ***Bailer*** and ***Glasen***.

Q. Executive Session

17. City Clerk's Annual Evaluation – to be handled in an executive session because it is a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion, and, in this instance, the Clerk has not requested a public discussion

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M/Allison S/Bailer to go into an executive session to conduct the City Clerk's evaluation, a subject that tends to prejudice the reputation and character of a person; provided that the person may request a public discussion
Vote on the motion: 6 yeas, 0 nays, 1 absent (Jones). Motion was approved.
Mayor Koplin recessed the meeting at 8:46 pm to clear the room before the executive session.
Council entered executive session at 8:52 pm and came back into regular session at 9:59 pm.
Mayor Koplin said that the Council discussed the Clerk's evaluation with her in the executive session and no action was taken.

R. Adjournment
M/Guard S/Allison to adjourn the meeting.
Hearing no objection Mayor Koplin adjourned the meeting at 10:01 pm.

Approved: April 3, 2019

Attest: _____
Susan Bourgeois, CMC, City Clerk

DRAFT

A Memo from City Clerk Susan Bourgeois

DATE: March 27, 2019

TO: Mayor and City Council, public

SUBJECT: Council approval of Restated Employment Agreement with the City Clerk

City Council conducted its annual review of the City Clerk in December 2018. City Council and the Clerk met in an executive session to discuss and review the evaluation on March 20, 2019. The City Clerk and the City Council agreed to this restated employment agreement, basically a three-year extension including no salary increase except for the 2% that went into effect on January 1, 2019 per the COLA adjustment provision contained in section 2 paragraph 1 on page 1 of the current contract and this restated agreement. The full language including tracked changes is attached here and included on this meeting agenda for approval by council in open session as required by City Code.

STAFF RECOMMENDATION: Move to approve the restated employment agreement dated April 4, 2019 between the City of Cordova and City Clerk Susan Bourgeois.

REQUIRED ACTION: Majority voice vote.

RESTATED EMPLOYMENT AGREEMENT

This Restated Employment Agreement ("Agreement") is by and between the City of Cordova, Alaska, ("Cordova"), a municipal corporation, and Susan Bourgeois ("Clerk"), and is effective as of April 4, 2019~~August 8, 2017~~ ("Effective Date").

WHEREAS, Clerk is currently employed by Cordova pursuant to that certain Restated Employment Agreement dated August 8, 2016, which expires by its terms on August 8, 2019 ; and

WHEREAS, Cordova and Clerk wish to restate the terms and conditions of Clerk's employment by Cordova.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Cordova and Clerk agree as follows:

SECTION ONE: DUTIES OF CLERK

Clerk shall be employed by Cordova and hold the title "City Clerk" of Cordova. Clerk shall perform all duties and discharge all responsibilities of that position as prescribed from time to time by the laws of the State of Alaska, the Charter of the City Cordova, the Cordova Municipal Code, as the same may be amended from time to time, and such other duties as may be reasonably directed by the City Council.

SECTION TWO: COMPENSATION OF CLERK

1. **SALARY**. For services performed Clerk shall receive an annual salary of $88,302.34~~$86,570.92~~ minus applicable withholding and deductions.~~, retroactive to August 8, 2017.~~ Such salary shall be payable in accordance with the Cordova Municipal Code and Cordova's regular and customary payroll practices. This salary amount shall be effective through April 4, 2020~~August 8, 2018~~, on or about, at which time an annual review by the City Council shall be conducted. Clerk shall receive any and all salary increases, such as COLA adjustments, given to all other exempt employees of the City of Cordova during the term of this agreement.

2. **EXEMPT POSITION**. Clerk acknowledges that the position of City Clerk is exempt from the overtime requirements of state and federal minimum wage and overtime laws, and as such Clerk is expected to work whatever hours are necessary to accomplish the goals and requirements of the position. The customary work week at Cordova for full time, exempt employees is Monday through Friday from 8:00 a.m. to 5:00 p.m. However, Clerk acknowledges that the specified work hours and work week may differ depending on the needs of the City Council, and that Clerk may frequently be required to work beyond the confines of the regular work week and work hours. Time sheets shall be submitted to the Mayor or his/her designee on the City Council for signature in accordance with the schedule utilized for other non-elected, non-collectively bargained employees.

3. **BENEFITS**. Clerk shall be entitled to participate in State of Alaska PERS retirement benefits, and City-sponsored health and life insurance benefits on the same basis as other full-time regular employees of the City of Cordova, subject to the City's right to amend or

DRAFT

terminate such benefits at any time. City shall supply Clerk with a cell phone for business and personal use, subject to City policies and public record keeping requirements.

4. **PAID TIME OFF**.

a. Annual Leave - Clerk shall accrue annual leave at a rate of 20 hours per month. Annual leave may be carried over from year to year. Annual leave accumulated in excess of 240 hours shall be forfeited on December 31 of each year. All accrued annual leave shall be cashed out upon separation, subject to the limitations of Section 4, Paragraph 2 hereof. Annual leave must be requested two weeks in advance. Requests for annual leave shall be submitted to the City Council at any of its regularly scheduled twice-monthly meetings.

b. Medical Leave - Clerk shall accrue medical leave at a rate of 15 days per year. Medical leave shall be carried over from year to year. Fifty percent (50%) of Clerk's accrued medical leave shall be cashed out upon separation on favorable terms up to a maximum of 520 hours, subject to the limitations of Section 4, Paragraph 2 hereof. For an absence due to sudden illness or other unanticipated events, Clerk shall telephone the Mayor or the designated City Council representative as soon as possible prior to the time Clerk is scheduled to report for work.

c. Miscellaneous - Annual and sick leave both accrue during the period of time Clerk is on a paid leave, but not during leave without pay. Neither annual leave nor sick leave may be advanced.

5. **TRAVEL, MEETINGS, AND PROFESSIONAL DEVELOPMENT**. Clerk shall receive allowance for travel, out-of-town meetings or professional development expenses as authorized by the City Council in the budget for each fiscal year or as approved in advance by the City Council from time to time. Subject to the foregoing, Clerk agrees to pursue professional development to attain and/or maintain the designation of Certified Municipal Clerk.

SECTION THREE: PERFORMANCE EVALUATION

The City Council shall evaluate the performance of Clerk no less frequently than annually during the term of this Agreement. The evaluation shall be completed in accordance with written guidelines of expected standards of performance and personal conduct and a written performance evaluation procedure approved by the City Council prior to each evaluation and provided in advance to Clerk.

SECTION FOUR: TERM, TERMINATION AND SEVERANCE PAY.

1. **TERM**. The term of the Agreement is from the Effective Date though April 4, 2022 ~~August 8, 2019~~ unless terminated earlier pursuant to Paragraph 2 of this Section Four.

2. **TERMINATION**. The Agreement and Clerk's employment hereunder are terminable at will and at any time by the City Council without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood by Clerk that she holds her

DRAFT

position at the will of the City Council of the City of Cordova. Clerk understands and agrees that no representations or course of conduct by the City Council shall establish any legally enforceable expectation of her continued employment by the City Council.

Clerk shall provide the City Council with written notice of her resignation no less than thirty (30) days prior to the effective date of her resignation or expiration of this employment agreement. If Clerk resigns without providing such notice, then Clerk shall forfeit all benefits, if any, which Clerk otherwise would be entitled to receive under this Agreement, including without limitation the cash out of any accrued, unpaid annual or medical leave.

Dismissal and grievance procedures applicable to other City employees as provided in the Cordova Municipal Code, if any, shall not apply to the termination of Clerk's employment by the City Council.

3. **SEVERANCE PAY**. If the City Council terminates Clerk's employment without cause, and Clerk executes and does not revoke a waiver and release prepared or approved by the City Council, then Cordova shall pay Clerk a lump sum severance payment equal to three months' salary for Clerk, minus applicable withholdings and deductions.

If Council terminates Clerk's employment with cause or if Clerk resigns her employment, regardless of cause, then Clerk shall receive no severance pay. Any of the following shall constitute "cause" for termination: (i) Clerk's failure to satisfactorily perform her duties in accordance with the provisions of this Agreement, (ii) Clerk's intentional failure to obey any lawful directive of the Council, (iii) Clerk's intentional failure to comply with the Charter of the City of Cordova or with the Cordova Municipal Code, (iv) intentional and willful misconduct which the Council reasonably believes reflects adversely on Clerk's position, including but not limited to, dishonesty, fraud, embezzlement, substance abuse, and criminal misconduct, or (v) any other acts or omissions of Clerk which constitute "cause" under Alaska law.

SECTION FIVE: OTHER EMPLOYMENT

Clerk acknowledges that she must devote a great deal of time outside normal City office hours to the business of Cordova. Clerk shall not undertake employment with any person or entity other than Cordova without prior approval of the City Council.

SECTION SIX: INDEMNIFICATION BY CORDOVA

Cordova shall indemnify, hold harmless and defend Clerk against all claims and liability which may result from any claim, action or suit by any person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by Clerk in the performance of her official duties during the duration of her employment with Cordova under this Agreement; provided, however, that Cordova shall not be obliged to indemnify, hold harmless or defend Clerk against any claim or liability arising out of or resulting from acts or omissions which, in the sole judgment of Cordova, may occur or that may be alleged to have been caused by Clerk while acting outside of course and scope of her official duties, or from any false, deceptive, dishonest or criminal act or omission under the laws and

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regulations of the United States of America, the State of Alaska and/or any political subdivision thereof.

SECTION SEVEN: GENERAL PROVISIONS

1. **CHOICE OF LAW, EXCLUSIVE VENUE**. Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Cordova, Alaska, and the exclusive forum for any legal proceedings regarding such dispute shall be the Superior Court for the State of Alaska, Third Judicial District at Cordova.

2. **ASSIGNMENT**. This Agreement shall not be assignable, in whole or in part, by either Party without the written consent of the other Party.

3. **SEVERABILITY**. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

4. **WAIVER**. The waiver by either Party of a breach of any of the provisions of this Agreement by the other Party shall not operate or be construed as a waiver of any subsequent breach by a Party.

5. **AMENDMENT**. This Agreement may be amended in writing my mutual agreement of the Parties.

6. **APPLICATION OF CITY CODE AND PERSONNEL POLICIES**. Unless expressly contrary to a provision hereunder or as contrary to the laws of the State of Alaska, the Charter of the City of Cordova, or the Cordova Municipal Code, Clerk's employment shall be subject to the personnel policies and rules applicable to non-elected, non-represented employees of Cordova, as the same may be amended from time to time, to the extent the same are not in conflict with an express, lawful provision of this Agreement.

7. **INTEGRATED AGREEMENT**. This Agreements constitutes the entire Agreement between Clerk and Cordova, and supersedes all prior oral or written understandings, if any, between Clerk and Cordova, including without limitation, the predecessor restated employment agreement dated- August 8, 2017~~September 27, 2016~~.

IN WITNESS WHEREOF, the City Council of the City of Cordova has caused this Agreement to be signed and executed on the City Council's behalf by its Major and duly attested by its Human Resources Officer, and Susan Bourgeois has executed this Agreement for and on behalf of herself, on the day and year first written above.

City Council of the City of Cordova, Alaska

DRAFT

By: _____ Date: _____
Clay R. Koplin

Its: _____

Human Resources Officer of City of Cordova, Alaska

_____ Date: _____
Cindy Appleton

Clerk

_____ Date: _____
Susan Bourgeois

DRAFT

Zenas Edward Zeine

Few people have left their mark on their home town the way Ed Zeine has in Cordova. His wide-ranging activities have touched the lives of virtually every resident in this fishing village of 2400.

Ed spent twenty years in the military as a Navy Corpsman, from 1947-1967, serving in the Korean War. He chose the job of Corpsman based on a comment he made when he signed up, that he liked the First Aid training he had learned as a Boy Scout.

During his service time, Ed made 23 round trips to Japan, two trips to South Korea and countless trips between Kodiak, Attu and Whittier. He spent three years in Japan as a Hospital administrator which led to his future career.

Zeine left the Lower 48 and travelled with his wife Elaine to Cordova Alaska and immediately fell in love with the community. In May 1979 he began the job of Chief Administrator of the Cordova Community Hospital and continued in the position for another 12 years during which time he oversaw the construction of a modern multi-bed medical center, hospital and long-term care facility in 1986.

Never one to rest on his laurels, Zeine also served three terms as Mayor of Cordova, two years as Governor of Moose Lodge #1266 and Board President of the Prince William Sound Aquaculture Corporation. Ed started the Kids Fishing Derby, the 4th of July Street Games and was an active and successful sport fisherman till late in life.

Retirement was never a word Zeine really absorbed as he served as interim City Manager several times and during the last stint, was an initial promoter of the new Cordova Community Center. An ever-present stalwart at the Moose Lodge dinners, Ed was a wonderful man whose service to the community he loved, lived and played in will not be long forgotten.

The Thirty-first Alaska Legislature wishes to recognize and honor the life of Ed Zeine and his achievements for his hometown community of Cordova and the betterment of Alaska. The Legislature extends its deepest sympathies and best wishes to Ed's family, in particular to his wife Elaine, his neighbors and loved ones.

656,000 Alaskans voted over the last decade for new or improved schools. This occurred in fifteen of Alaska's nineteen boroughs, and in six of its cities. The promise made to voters was that the State would pick up 60-70% of the school bond debt and those taxpayers would pay for the rest. Yes, there's a provision in the agreement that this is subject to appropriation, but there was no reason to believe that this commitment would change, ~~-~~or should change ~~until now~~.

The Governor has promised to restore "trust in government." His first step toward doing so is by breaking a promise the State made to those voters and to those local governments. Alaska residents and municipalities made their decision to support schools in good faith, faith that has been broken. The message to Alaska voters and to taxpayers is that the State cannot be a trusted partner, and that trust in government cannot go beyond a two-year election cycle, or an annual appropriation.

It is evident that the Governor is committed to balancing the budget, a campaign promise that rested on a higher price of oil than we're currently experiencing. Similarly, local governments have responsibility for the budgets that they deliver to taxpayers. For those 21 municipalities with school bond debt, which this year will be $100 million, those budgets will be negatively impacted. Not only is the Governor proposing that today's bond debt can't be paid, but an entire repeal of that obligation will shift more than $900 million to local taxpayers.

Balancing the State's budget on the backs of local governments cannot restore trust in government. In fact, taxpayers and voters will clearly feel like their trust has been misplaced.

The Governor has said that he cannot be responsible for how local governments respond. The truth is there is no common response. Local governments are incredibly diverse, and the State shifting almost a billion dollars their way will be met with a different approach across the state.

Some of the options are straightforward. The Mat-Su, Haines and Ketchikan have some room to increase taxes, but the scale will mean that they run up against their caps before their obligations are met. Anchorage, Mat-Su, Fairbanks and Juneau, for instance, can raise taxes outside the cap if it is for debt obligations. The Kenai can choose to spend from reserves or shift current services back to the State. In the Northwest Arctic, the borough would have to renegotiate its PILT agreement with the Red Dog mine. Again, there's no easy or across the board solution. One thing is for sure, taxpayers are less likely to approve increased taxes for bond debt than they are for new and improved schools.

While options to address this vary, they are limited by voter approved tax caps, available cash reserves or tax bases, and participation in State pension programs. What happens in some municipalities, where there isn't a property tax, and the State preempts collection of fisheries taxes that they depend on? What happens when the outcomes of the budget reductions are that residents leave, and the tax base is further deteriorated? What happens to credit ratings, when receipt of State funding was pledged as part of the moral obligation of the State? What are the legal ramifications for the municipality and the State?

These questions raise the issue that the repeal of school bond debt reimbursement is not singular; municipalities face multiple impacts from the Governor's proposals. Reduced ability to collect taxes from some sectors, which drives the need to tax other sectors or additionally in the form of a new tax. Increased expectations to pick up the costs of education reductions. Loss of State supported services, and any number of different smaller programs which enhance community development. The combination of cuts and cost-shifting make dealing with any single issue that much more challenging.

The State must not renege on its promises. A commitment to school bond debt reimbursement should be treated just like its contracts with oil companies or investment firms. If we are to restore trust in government, then following through on promises – especially when it comes to schools – must be at the top of the list.

Mayor Alvin Osterback
Aleutians East Borough

Mayor Bryce Ward
Fairbanks North Star Borough

Mayor Harry Brower Jr.
North Slope Borough

Mayor Ethan Berkowitz
Municipality of Anchorage

Mayor Jan Hill
Hanes Borough

Mayor Lucy Nelson
Northwest Arctic Borough

Mayor Beth Weldon
City & Borough of Juneau

Mayor Charlie Pierce
Kenai Peninsula Borough

Mayor Mark Jensen
Petersburg Borough

Mayor Gary Paxton
City & Borough of Sitka

Mayor David Landis
Ketchikan Gateway Borough

Mayor Frank Kelty
City of Unalaska

Mayor Stephen Prysunka
City & Borough of Wrangell

Mayor Glen Gardner, Jr
City of Sand Point

Mayor Jeremy O'Neil
City of Valdez

Mayor Alice Ruby
City of Dillingham

Mayor Vern Halter
Matanuska-Susitna Borough

Mayor Dan Rohrer
Kodiak Island Borough

P.P.

Mayor Clay Koplin
City of Cordova

Mayor Richard Beneville
City of Nome

Prince William Sound
Aquaculture Corporation
DEVELOPING SUSTAINABLE SALMON FISHERIES
FOR ALASKA AND THE WORLD

March 22nd 2019

City of Cordova
Po Box 1210
Cordova, AK 99574

Dear Cordova City Council,

It has come to our attention voters recently passed a new local raw fish tax of 0.5% on all raw fish processed in Cordova. It currently is our understanding that Prince William Sound Aquaculture Corporation (PWSAC) cost recovery and raceway fish landed would be taxed at the new rate.

As you may know PWSAC generates the majority of its operating revenue via the harvest of cost recovery fish, which processors bid on annually. We would like to make council members aware, that bids are highly competitive, and it should be considered when instituting the new tax. It's important to PWSAC and Prince William Sound commercial salmon harvesters that cost recovery fish attract the highest value possible, as fewer fish necessary for cost recovery means more fish to commercial fishermen across the region.

We would support council members in considering an exemption for cost recovery and raceway fish landed in Cordova to ensure maximum value is recognized by ensuring all salmon processors buying fish in Prince William Sounds are on equal footing when biding on PWSAC fish.

Please feel free to contact me with any further questions.

Thank you,

Casey Campbell
General Manager/CEO

DEVELOPING SUSTAINABLE SALMON FISHERIES
FOR ALASKA AND THE WORLD

P.O. Box 1110 · Cordova, Alaska 99574
P. 907 424 7511 · F. 907 424 7514

www.pwsac.com

MEMORANDUM

TO: CORDOVA CITY COUNCIL
CORDOVA CITY CLERK
CORDOVA CITY MANAGER

FROM: HOLLY WELLS

RE: INFORMATIONAL MEMO ON ORDINANCE 1174 AMENDING THE CORDOVA MUNICIPAL CODE TO ADD PROCEDURES FOR COLLECTING A .5% RAW FISH TAX APPROVED BY VOTERS

CLIENT: CITY OF CORDOVA

FILE NO.: 401777.254

DATE: MARCH 29, 2019

Introduction

The purpose of this memorandum is to provide the City of Cordova, Alaska (the "City") with a brief summary of Ordinance 1179, entitled "An Ordinance Of The City Council Of The City Of Cordova, Alaska, Enacting Cordova Municipal Code Chapter 5.41 Raw Fish Tax, The Implementation Of A 0.5% Tax On The Value Of Raw Fish Landed In The City Of Cordova."

Summary

This proposed ordinance codifies a system for collecting the raw fish tax approved by voters in the March 5, 2019 election. While the sales tax is imposed upon individuals and entities selling raw fish, the buyers of that fish are responsible for collecting the tax and remitting it to the City. This method of tax collection is used by many communities throughout Alaska. The State of Alaska imposes a fisheries business tax, which requires processors and other buyers to register, file returns, and pay the state based upon the value of the fish products purchased. While local tax regimes are generally very different (and far simpler) than the State fisheries business tax, the buyer's familiarity with that tax and remittance procedures make the buyer more prepared and capable of remitting the tax than individual sellers.

The proposed ordinance adopts a very simple taxation structure where a .5% tax is imposed on raw fish transferred, sold or otherwise conveyed within the City of Cordova

("City"). For purposes of the proposed tax, "raw fish" is defined as unprocessed fin fish and shell fish and includes crab, shrimp, scallops, oysters, salmon, halibut, cod, trout, rockfish, and other fin fish and shell fish. The sale of raw fish as bait is exempted from the tax.

The tax is collected by a buyer of raw fish, which includes anyone buying raw fish from a seller within the City or contracting for the purchase of raw fish within the City. Buyers are required to register with the City as a buyer, file a monthly tax return reporting purchases and sales tax collected, and remit the sales tax to the City. The ordinance includes appeal procedures and requests for refunds or exemptions to ensure that buyers and sellers have the ability to dispute a tax if he, she or it feels that the tax is incorrect or unwarranted. Penalties, interest, and other aspects of the tax mirror as closely as appropriate the City's current sales tax collection procedures. By doing this, the City will be able to streamline enforcement and administration of the tax as much as possible.

Finally, administration is in the process of creating the forms needed before the effective date of the proposed ordinance. These forms will include a registration application, exemption card, and the raw fish tax return. Additionally, the Finance Director is drafting procedures to ensure efficient administration of the tax.

CITY OF CORDOVA, ALASKA
ORDINANCE 1174

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, ENACTING CORDOVA MUNICIPAL CODE CHAPTER 5.41 RAW FISH TAX, THE IMPLEMENTATION OF A VOTER APPROVED 0.5% TAX ON THE VALUE OF RAW FISH LANDED IN THE CITY OF CORDOVA

WHEREAS, Cordova City Council finds that City harbor facilities are in urgent need of improvement, repair and maintenance, and that an additional source of revenue is needed for this purpose; and

WHEREAS, the commercial fishing industry benefits from its use of City harbor facilities and should bear part of the cost of improving, repairing and maintaining City harbor facilities through the payment of a tax on the value of raw fish landed in the City; and

WHEREAS, the voters approved a 0.5% tax on the value of raw fish sold in the City at the March 5, 2019 Regular City election; and

WHEREAS, the implementation of a raw fish sales tax of 0.5% percent is in the City's best interest as it provides the City additional revenues to meet the needs of its commercial fishing industry, population and visitors.

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

Section 1. Cordova Municipal Code Chapter 5.41, entitled "Raw Fish Tax," is hereby enacted to read as follows:

Chapter 5.41 Raw Fish Tax

Sections:

5.41.010 Definitions
5.41.020 Levy of Tax
5.41.030 Dedicated Use of Tax Proceeds
5.41.040 Exemptions
5.41.050 Exemption Cards
5.41.060 Obligation to Pay Tax
5.41.070 Registration
5.41.080 Collection of Tax
5.41.090 Remittance of Tax
5.41.100 Raw Fish Tax Return
5.41.110 Delinquency, Penalties, and Interest
5.41.120 Enforcement
5.41.130 Refund Procedure
5.41.140 Regulations, Procedures, and Forms
5.41.150 Record Keeping and Audits
5.41.160 Confidentiality of Fish Tax Returns
5.41.170 Tax Rulings

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5.41.010 - Definitions.

For purposes of this Chapter, the following terms shall be defined as follows:

A. "Buyer" means any individual or entity, whether acting as principal, agent or broker, purchasing raw fish from a Seller and required and responsible to collect and remit raw fish sales tax under this Chapter.
B. "Indirect consideration" means anything of value furnished directly or indirectly to a Seller by a Buyer. Indirect consideration includes, but is not limited to, any discounts or payments made for fuel, supplies, ice, gear, handling fees, tender fees, or volume bonuses, whether paid at the time of purchase or later.
C. "Processed" means raw fish has been cooked, canned, smoked, butchered, frozen, salted, dehydrated, or other actions have occurred to modify the condition of raw fish in preparation of the raw fish for sale. Processed does not mean decapitating, gutting, gilling, sliming, or icing of raw fish by the person harvesting the fish if done for the purpose of maintaining the quality of the raw fish until it can be sold.
D. "Raw fish" means fin fish and shellfish and includes, but is not limited to: crabs, shrimp, scallops, clams, oysters, salmon, halibut, cod, trout, rockfish that have not been processed.
E. "Sale price" means total consideration in money, credit, rights or other property paid or given to Seller by a Buyer in exchange for raw fish transferred, sold or otherwise conveyed within the boundaries of the City. "Total consideration" as used in this Chapter includes but is not limited to cash value and any indirect consideration.
F. "Seller" means a person or entity that has caught raw fish and sells it to a Buyer.

5.41.020 - Levy of Tax.

There is levied a raw fish sales tax of 0.5% on the sale price of raw fish transferred, sold or otherwise conveyed within the boundaries of the City. Raw fish delivered outside the boundaries of the City shall be taxable if the sales are contracted for or agreed to be made within the City.

5.41.030 - Dedicated Use of Tax Proceeds.

The net proceeds from the taxes levied by this Chapter shall be used for the cost of improving, repairing and maintaining City harbor facilities.

5.41.040 - Exemptions.

The following sales of raw fish are exempt transactions and are not subject to taxation by the City under this Chapter:

A. The sale of raw fish for the sole purpose and use as bait.

5.41.50 - Exemption Cards.

A. Any person or entity claiming exemption from raw fish sales tax collection or remittance under this Chapter shall apply to the City for an exemption authorization card within one month of any purchase or sale of raw fish. Any Seller may refuse to accept the exemption card if he or she believes that the sale of raw fish is not tax exempt.
B. An exemption card may be revoked, and a revocation appealed in the same manner as provided in Section 5.40.032 of the Code. The burden of establishing an exemption shall be on the person claiming an exemption.

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5.41.050 - Obligation to Pay Tax.

A. The obligation to pay the tax to the City is upon Seller; however, Buyer shall retain the raw fish sales tax at the time of the sale and shall remit the amount retained to the City as provided in this Chapter. Collection by Buyer shall not limit the liability of Seller to the City to pay the tax.

B. All raw fish sales taxes collected by Buyer are City monies and must be held in trust for the City. Buyer is accountable to the City for all taxes collected until the taxes have been transferred to the City in full.

5.41.070 – Registration.

A. All Buyers of raw fish shall file an application for a certificate of registration to be submitted to the Finance Director on a form approved by the Finance Director and available online or at City Hall. All applications must be complete and accompanied by the registration fee required under this Section.

B. The application shall include, but may not be limited to, the following information:
   1. The name of the applicant.
   2. The name under which the applicant intends to buy raw fish within the boundaries of the City.
   3. The applicant's mailing address, telephone number and email address.
   4. The street address and legal description of each location in the City where the applicant will engage in business.
   5. If the applicant is not a natural person, the applicant's type of organization, and the jurisdiction under whose laws the applicant was organized.
   6. Proof that the Buyer maintains a business license as required by the Code and a fisheries business license with the State of Alaska.

C. The application fee for a certificate of registration under this section is $35.00.

5.41.080 - Collection of Tax.

A. Buyer shall add the 0.5% raw fish sales tax to the sale price of raw fish and collect the tax at the time raw fish is purchased from Seller. Notwithstanding the liability of Seller, taxes collected or taxes that should have been collected by Buyer under this Chapter are monies of the City for which Buyer is at all times liable to the City.

B. On any invoice, bill or other record of payment, the tax must be shown as a separate and distinct item. The tax imposed on the sale of more than one separately priced item may be shown as a total tax on the aggregate price of all items purchased and delivered at one time.

5.41.090 – Remittance of Tax to the City.

A. Taxes collected by Buyer shall be remitted to the City by the 15th of the month following the calendar month in which the taxes were or should have been collected, together with the form required by the City.

B. A Buyer who sells his or her business, business inventory, or accounts receivable to another, shall file a final raw fish sales tax return within 15 days after the date of sale. The purchaser of the business, business inventory, or accounts receivable shall withhold a portion of the purchase money sufficient to pay the tax, penalties, and interest that may be due until Seller displays a receipt from the City showing that all tax obligations imposed by this Chapter have been paid. If any purchaser of a business, business inventory, or accounts receivable fails to withhold this sum, the purchaser shall be personally liable the taxes, penalties and interest owed by Seller of

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the business, business inventory, or accounts receivable to the City. The City may continue to make efforts to collect the tax from the person or entity who owned the business or accounts receivables at the time the liability was incurred.

C. If Buyer terminates his or her business without the benefit of a purchaser, successor or assign, Buyer shall make a final return and settlement of tax obligations within fifteen (15) days of the termination of business.

5.41.100 - Raw Fish Tax Return.

At the time the tax is remitted Buyer must file a completed raw fish sales tax return with the Finance Department. Tax forms are available at City Hall. The Buyer submitting the return must sign the return certifying that the return correctly states the information set forth therein. The tax return shall set forth:

A. Name and address of Buyer;
B. The calendar month covered by the return;
C. The date the return is prepared;
D. The total sale price of raw fish purchased, sold, or delivered within the City during the calendar month by pounds, average price per pound, and by species;
E. Taxes due; and,
F. Such other information as may be required by the City or the City Manager.

5.41.110 - Delinquency, Penalties, and Interest.

In the event that a party fails to remit taxes when due, the City shall be entitled to recover penalties and interest as follows:

A. Penalties and interest as provided in Section 5.40.130 of the Code.
B. All payments received shall be applied in the following order of priority:
   1. Penalties due, beginning with the oldest penalty;
   2. Interest due, beginning with the interest due on the oldest month; and
   3. Taxes due, beginning with the taxes due from the oldest month.
C. The tax, penalty and interest, as imposed by this chapter, together with all administrative and legal costs incurred, shall constitute a lien in favor of the city upon all the delinquent taxpayer's real and personal property. The lien arises upon delinquency and continues until the liability for the amount is satisfied, or the property is sold at a foreclosure sale. The lien has priority as allowed by AS 29.45.650(e).

5.41.120 - Enforcement.

A. If tax is not paid when due, the City may enforce the payment of the tax, interest and any penalties by any method permitted by law, including but not limited to the lien and sale of property of the delinquent taxpayer, and a personal action against the delinquent taxpayer.
B. The City may bring an action for civil penalties for the violation of any provision of this Chapter. The City may seek injunctive relief from any violation or threatened violation of this Chapter.
C. An action for injunctive relief may be brought notwithstanding the availability of any other remedy. Upon an application for injunctive relief and a finding of violation or threatened violation of a provision of this Chapter, the Superior Court shall grant the injunction. Each day that a violation continues is a separate violation.
D. For the violation of any provision of this Chapter, the City may bring a criminal action without regard to whether any civil remedy is available or has been sought or obtained.

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5.41.130 - Refund Procedure.

A. A claim for refund of payment of raw fish tax which is made more than six months from the date on which the tax was paid or became due and payable is forever barred.

B. A claim for refund of payment shall be made by filing with the City Manager or his or her designee a statement of claim, specifying the date the tax was imposed, the amount of protest or refund claimed and the basis upon which the claim for refund is made. The City Manager or his or her designee shall respond in writing within 30 days. If the City Manager or his or her designee does not respond within 30 days, the claim of refund or protest shall be deemed to be approved. The decision of the City Manager or his or her designee shall be the final decision of the City.

C. Any appeal of the City's decision must be filed in the Superior Court for the State of Alaska in Cordova within 30 days of the final decision of the City Manager or his or her designee in accordance with the Alaska Rules of Appellate Procedure. Failure to file an appeal within the time period waives any claims to a raw fish sales tax refund.

5.41.140 –Regulations, Procedures, and Forms.

The City Manager may promulgate regulations, procedures, and adopt forms to implement, interpret, and apply the provisions of this Chapter.

5.41.150 - Record Keeping and Audits.

A. It shall be the duty of every Buyer to keep and preserve suitable records of all sales of raw fish made, and such other books or accounts as may be necessary to determine the amount of tax for collection of which Buyer is liable under this Chapter, including records of daily sales, together with invoices of purchases and sales, bills of lading, bills of sale or other pertinent records and documents as will substantiate and prove the accuracy of a raw fish sales tax return. It shall be the duty of every Buyer to keep and preserve for a period of three years from the date of filing any return, all such books, invoices and other records as may be necessary, all of which shall be subject to examination by the City Manager or any authorized employee or agent thereof who is engaged in checking or auditing the records of any seller required to make a return under the provisions of this chapter.

B. For the purpose of ascertaining the correctness of a return, or for the purpose of determining the amount of tax collected or which should have been collected, the City Manager, or his or her duly authorized agent, may hold investigations and hearings concerning any matters covered by this chapter, and may examine any relevant books, papers, records or memoranda of any Buyer, and may require the attendance of any Buyer, or officer or employee of Buyer. The City Council shall have the power to issue subpoenas to compel attendance or to require production of relevant books, papers, records or memoranda.

5.41.160 - Confidentiality of Fish Tax Returns.

Raw fish tax returns filed with the City for the purpose of complying with the terms of this Chapter and all data obtained from such returns shall be confidential and may only be disclosed to the taxpayer, the State of Alaska or the United States for tax enforcement purposes or in response to a court order. The City may publish or compile general data based on the information in the tax returns so long as the published or compiled information does not directly or indirectly identify any Buyer or Seller.

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5.41.170- Tax Rulings.

A. The City Manager or his or her designee may rule upon specific transactions upon request by a Seller or Buyer. The written ruling on a specific sale may be relied upon by the parties to that sale unless essential facts were not provided to the person making the ruling or the ruling is clearly contrary to the provisions of this Chapter.

B. The City Manager or his or her designee shall take all steps necessary and appropriate to administer this Chapter which includes the authority to enter into payment plans for delinquent taxes, penalties and interest.

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

1st reading: April 3, 2019
2nd reading and public hearing: _____

PASSED AND APPROVED THIS _____ DAY OF _____, 2019.

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

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AGENDA ITEM # 18
City Council Meeting Date: 4/3/19
CITY COUNCIL COMMUNICATION FORM

FROM: **Planning Staff**

DATE: **3/27/19**

ITEM: **Proposal for Lots 3 & 4, Block 6, Original Townsite (COHO Building and Lots)**

NEXT STEP: **Review Proposal and Possibly Award Property**

_____ ORDINANCE _____ INFORMATION
_____ RESOLUTION __X__ MOTION

I. REQUEST OR ISSUE:

Requested Actions:	Review proposal
Legal Description:	Lots 3 & 4, Block 6, Original Townsite
Property Address:	604 First Street
Area:	5,000 sq. ft.
Zoning:	Central Business District
Attachments:	Proposal Packet (The packet distributed to potential proposers)
	Proposal from Cordova Telecom Cooperative

The request for proposals for this property began February 8th and ended March 11th at 10 AM. The city received one proposal for the property. Attached is the full proposal packet and the proposal.

Per the Request for Proposals for the property: "The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposer deemed most advantageous to the City of Cordova."

II. RECOMMENDED ACTION / NEXT STEP: **"**I move to approve the proposal from Cordova Telecom Cooperative for Lots 3 & 4, Block 6, Original Townsite.

III. FISCAL IMPACTS: The purchase price will reimburse the city for expenses of maintaining the building and delinquent property tax.

IV. BACKGROUND INFORMATION:

12/11/18 – At the Planning Commission Regular Meeting, the commission recommended City Council dispose of the property by requesting sealed proposals. From the minutes of the meeting:

M/***Bolin*** S/***Lohse*** to recommend to City Council to dispose of Lots 3 & 4, Block 6, Original Townsite as outlined in Cordova Municipal Code 5.22.060 B by requesting sealed proposals to lease or purchase the property.

Bolin said that the property was costing city money for insurance, fuel, and manpower. He has heard of interest in the property. ***Lohse*** agreed that it should be disposed sooner rather than later. ***Stavig*** said that prior to the property being foreclosed and the determination of council that it did not serve a public purpose there had been interest in the property from multiple parties. ***Pegau*** said that there was a process that was being circumvented.

Baenen said that he wanted to just have it go to sealed bids. He understood that the money from the purchase goes to the original owner. ***McGann*** said that they have a land disposal criteria that weighs heavily towards the purchase price.

Upon voice vote, motion passed 5-1.
Yea: ***McGann, Pegau, Bolin, Bird, Lohse***
Nay: ***Baenen***
Absent: ***Roemhildt***

12/19/18 – At the City Council Regular Meeting, the council directed the City Manager to request sealed proposals. Below is a summary of what occurred:

M/Schaefer S/Guard **to dispose of Lots 3 & 4, Block 6, Original Townsite as outlined in Cordova Municipal Code 5.22.060 B by method 2. requesting sealed proposals to lease or purchase the property.**
Schaefer said, just like what we said a minute ago – sell it. ***Guard*** said I am concurring with Planning Commission's recommendation.
Vote on the motion: 7 yeas, 0 nays. Motion was approved.

3/20/19 – At the Planning Commission Special Meeting, the commission recommended City Council approve the proposal from Cordova Telecom Cooperative. Below is a summary of what occurred:

M/***Roemhildt*** S/***Bird*** to recommend City Council approve the proposal from Cordova Telecomm Cooperative for Lots 3 & 4, Block 6, Original Townsite.

Roemhildt said he thought the proposal was put together well. ***Bird*** agreed. She verified that the narrative about poor parking was at CEC's current location. ***Lohse*** liked how well-written and easy to understand the proposal was. ***Pegau*** said he was happy that the building wasn't going in the burn pile. He said it was useful to see what CTC thought the real cost to develop the lot would be.

Lohse said he was curious how the apartments in the building fit in with city planning. ***Stavig*** said that as far as the zoning went, residential uses are allowed. CTC will have to have a plan review through the State Fire Marshall and that will be a part of it. The Central Business District does not have parking requirements. ***McGann*** said that he was encouraged by some of the things that have come up at the Comprehensive Plan meetings that the proposal addresses.

McGann said each commissioner would submit their criteria to ***Stavig*** to keep as a part of the record, but they should each share their general thoughts related to the criteria. ***Bird*** said she liked the effort into meshing the building with the current architecture. She said she would have liked to see a higher purchase price, but with the cost of developing the lot, she understood why it wasn't. ***Lohse*** agreed and said the proposal scored high in all the categories. ***Roemhildt*** said that he liked the apartments and the business

component. He said that if there were other proposals with higher purchase prices, then it would have scored relative to the others. ***Stavig*** said, in regard to the purchase price, the city could only be reimbursed for the delinquent property tax and costs to maintain the building. ***Pegau*** said he really liked the aesthetics, but it was just a relocation of an existing business. ***McGann*** said he was really encouraged with the intent to partner with Cordova Electric. ***Bird*** said she thought there was the potential to add new business with the incubation area.

Upon voice vote, motion passed 5-0.
Yea: ***McGann, Pegau, Roemhildt, Bird, Lohse***
Absent: ***Baenen, Bolin***

Applicable Code:

Section 5.22.060 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.
D. A request for proposals to lease or purchase city real property shall specify the criteria upon which proposals will be evaluated and the minimum rent or purchase price. All proposals submitted in response to a request for proposals shall be reviewed by the planning commission, which shall make a recommendation to the city council to accept or decline any or all of the proposals. The city council shall review the proposals and the planning commission's recommendation and accept or decline any of the proposals.

Section 18.29.020 – ZONING – CENTRAL BUSINESS DISTRICT – Principal permitted uses.
The following uses are permitted in the CBD zone: All limited uses in the B district, except that off-street parking shall not be required as specified in Chapter 18.48.

Section 18.28.010 – ZONING – B BUSINESS DISTRICT – Permitted uses.
The following uses are permitted in the B district:

A. All uses permitted in the R districts;
B. Retail stores and retail service shops of all kinds, banks, offices, hotels and restaurants;
C. Theaters, bowling alleys, assembly halls, funeral parlors;
D. Gasoline service stations, automobile repair garages, printing, laundry and dry-cleaning establishments employing not more than ten persons for operations, other than clerical and delivery;
E. Required off-street parking;
F. Accessory buildings and uses;
G. Other buildings, uses or services similar, as determined by the city planning commission, to the uses listed in this chapter in the type of services or goods sold, in the number of persons employed, in the number and types of vehicles attracted to the premises and in the effect upon adjacent areas.

The proposed mixed-use, commercial building is a permitted use in the Central Business District.

V. LEGAL ISSUES: This is a foreclosed property that will require legal review.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: N/A

VII. SUMMARY AND ALTERNATIVES: City Council could choose to not approve the proposal.

CITY OF CORDOVA

Request for Proposals (RFP) for Lots 3 & 4, Block 6, Original Townsite (COHO Building and Lots)

The City of Cordova (the "City") is proposing to sell Lots 3 & 4, Block 6, Original Townsite (the "Property"). Each lot is 2,500 square feet, and zoned Central Business District. The City is soliciting proposals for the purchase and development of the Property. **Proposals are due March 11th, 2019 at 10 AM**. Proposals received after March 11th, 2019 at 10 AM will not be considered.

INFORMATION TO PROPOSERS

The fair market value of the Property is **$52,000.00** and will be the **minimum price** that the City will accept for the Property. If the successful proposal amount is greater than the minimum price, the winning proposal amount shall be the amount paid.

The City is disposing of the Property **AS-IS** and in its present condition by quitclaim deed, without any representations or warranties whatsoever, whether express, implied, or statutory, and subject to any liens and encumbrances of record, including, without limitation, unpaid IRS tax liens. It is the responsibility of the proposer to understand all conditions of the Property. The building on the Property contains personal property left by one or more prior occupants or owners of the Property. The City makes no representations or warranties, whether express, implied, or statutory, with respect to the right, title, or interest in and to any personal property remaining in the building at the time of the disposal, and the winning proposer shall take subject to the rights and equities of the owner of the personal property, if any. The successful proposer shall agree to indemnify and hold the City harmless of any claims relating to, concerning, or arising from the personal property, including any reasonable attorney's fees incurred by the City. Several interested parties have approached the City about the possibility of purchasing some of the personal property in the building. A list of these parties will be provided to the winning proposer.

The proposer shall be responsible for all fees and costs the City incurs in connection with the disposal, including without limitation costs of appraisal, title reports, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per Cordova Municipal Code ("CMC") 5.22.100.

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

All proposals shall include a deposit of **$5,200.00, or ten percent (10%) of the proposal amount, whichever is greater**. In the event that a proposer is not awarded the Property, the City will reimburse the deposit to the proposer. The deposit from the winning proposer will be credited towards the costs associated with the disposal, even if the disposal is not completed. In the event the successful proposer subsequently withdraws or otherwise abandons its proposal, the City will retain the proposer's entire deposit.

Proposers must comply with the provisions of the attached chapter of City Code for the **Central Business District**. Proposer must comply with all applicable zoning requirements.

Main Street is a State-owned road. Proposer must comply with all Alaska Department of Transportation requirements.

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

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

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

For additional information or questions about the land disposal process, contact the City Planning Department at 424-6220, planning2@cityofcordova.net, or stop by in person.

ADDITIONAL REQUIRED INFORMATION

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

1. Describe the proposed development in detail.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. Describe the benefit of the proposed development to the community.
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?

ATTACHMENTS

Attachment A: Criteria used when evaluating each submitted proposal.
Attachment B: Location maps showing the subject Property with a scale.
Attachment C: The Property parcels with measurements.
Attachment D: Cordova Municipal Code – Central Business District
Attachment E: Draft Purchase and Sale Agreement

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by March 11th, 2019 at 10 AM.

Property: Lots 3 & 4, Block 6, Original Townsite

Name of Proposer: _____

Name of Organization: _____

Address: _____ Phone #: _____

_____ Email: _____

_____

Proposed Price $_____

SUBMITTAL OF PROPOSAL

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

Or email proposals to planning2@cityofcordova.net. The email subject line shall be "Proposal for Lots 3 & 4, Block 6, Original Townsite," and the proposal shall be attached to the email as a PDF file.

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

Proposals received after March 11th, 2019 at 10 AM will not be considered.

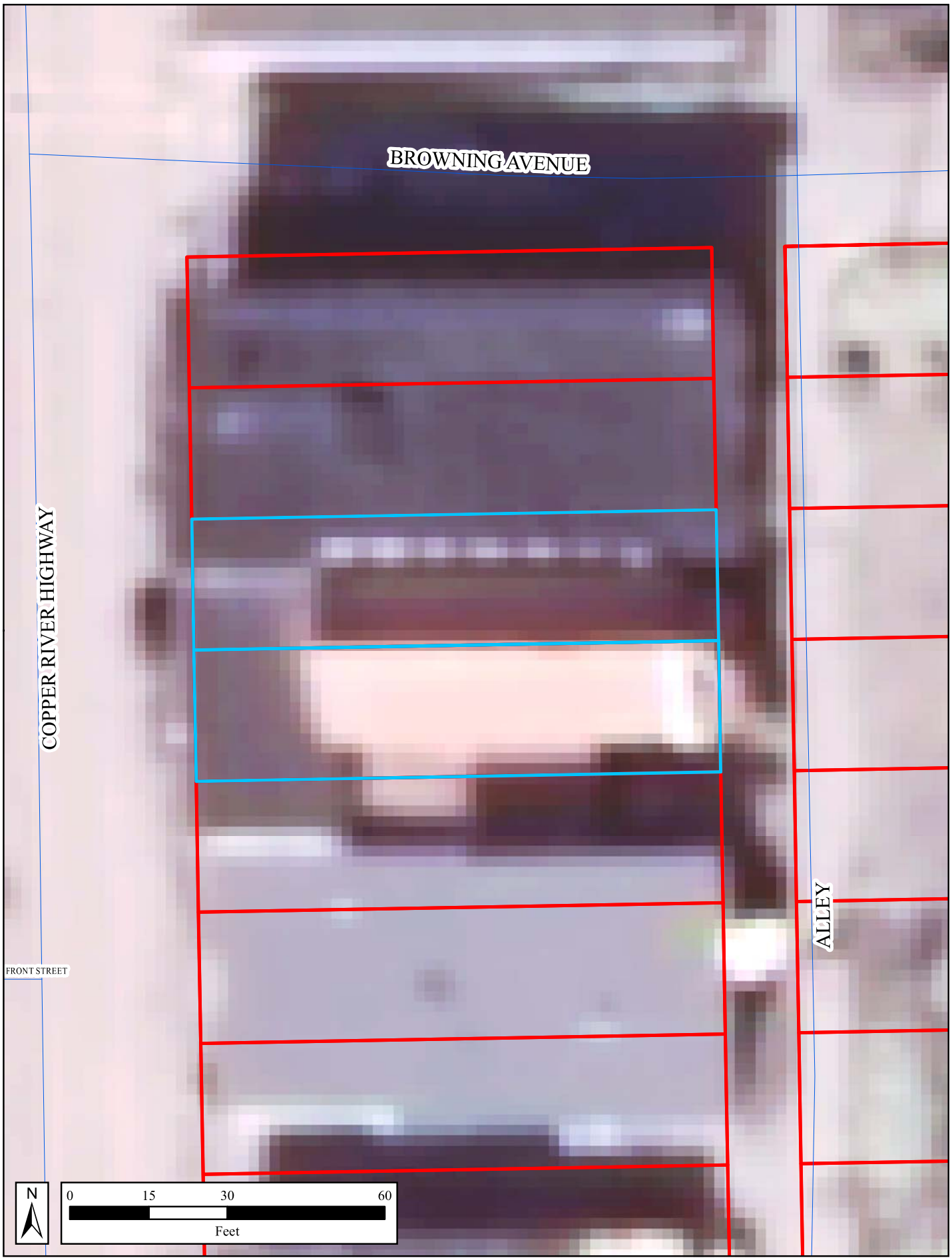
Attachment A

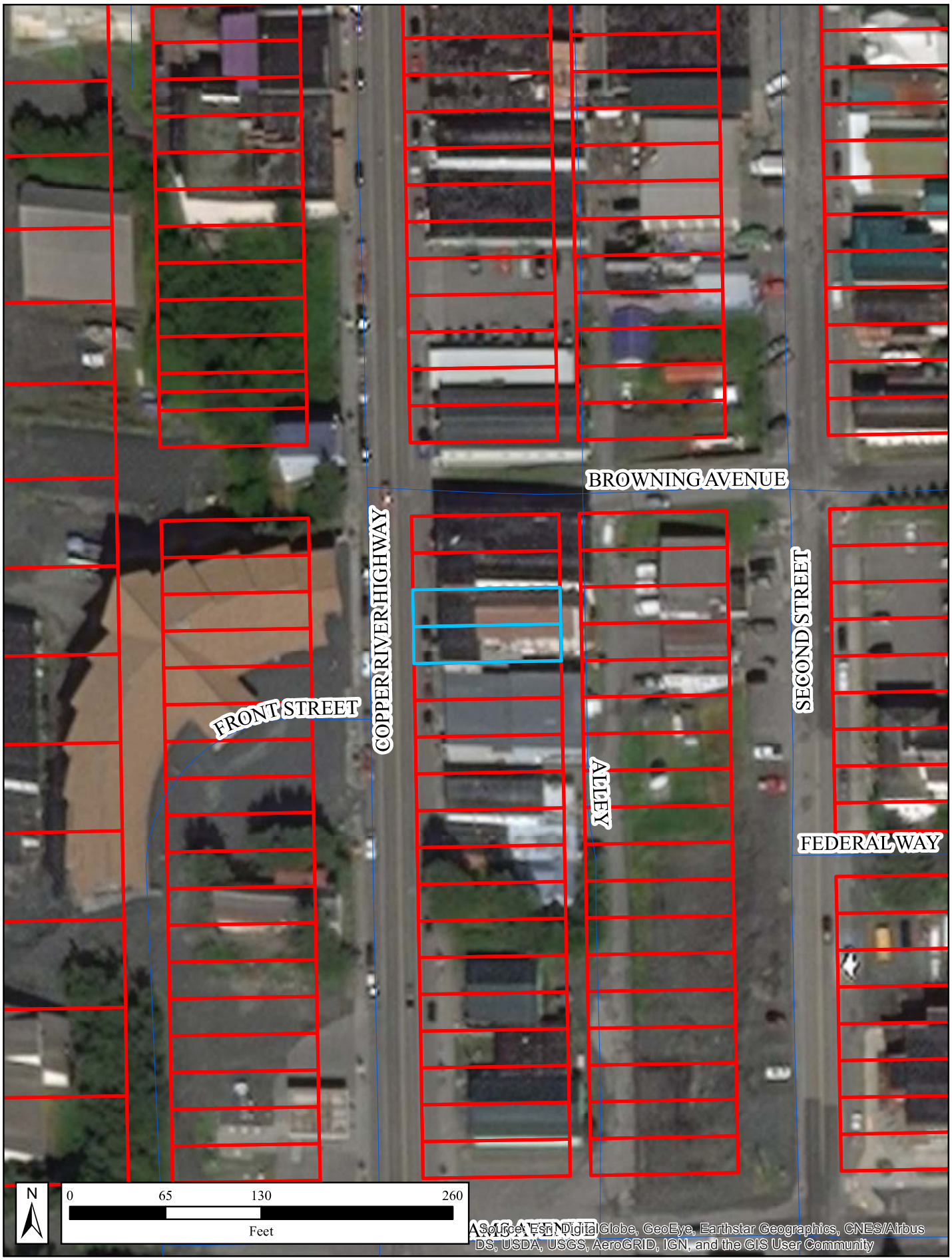
Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

Land Disposal Evaluation Criteria

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

Attachment B

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COPPER RIVER HIGHWAY
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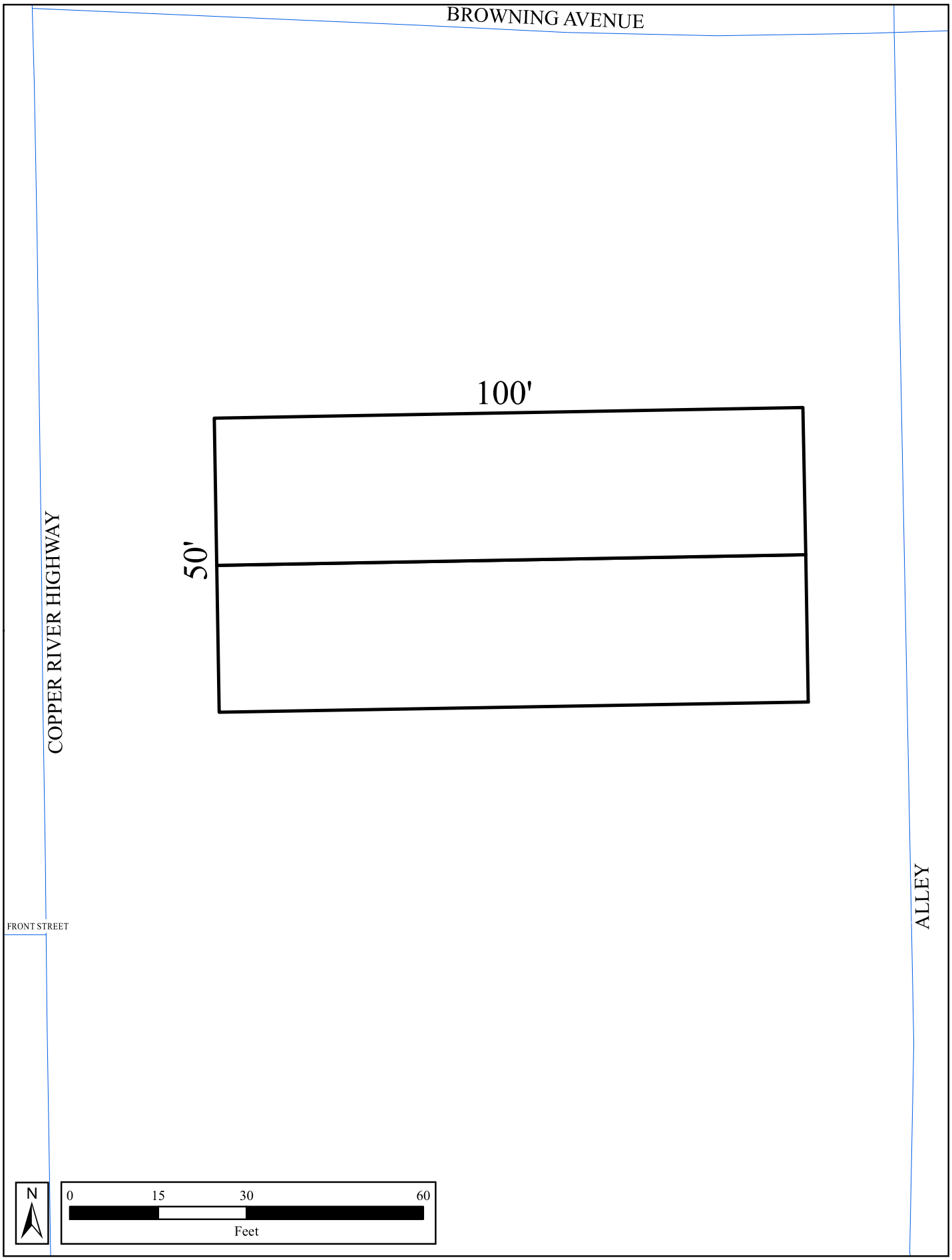
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Attachment C



Chapter 18.29 - CENTRAL BUSINESS DISTRICT

18.29.010 - Purpose.

The purpose of this district is to permit a variety of commercial, administrative, financial, civic, culture, residential, entertainment, and recreational uses in an effort to provide the harmonious mix of activities necessary to further enhance the central business district as a commercial and service center.

18.29.020 - Principal permitted uses.

The following uses are permitted in the CBD zone: All limited uses in the B district, except that off-street parking shall not be required as specified in Chapter 18.48.

18.29.030 - Building height limit.

The maximum building height in the B district shall be three stories or fifty feet; however, a building or structure thereafter erected, added to or otherwise constructed may be increased in height, provided the gross cubical content of such building or structure does not exceed the sum total of the area of the lot upon which it is to be erected multiplied by fifty.

18.29.040 - Yards.

A. Every building or portion thereof in the B district which is designed, intended or used for any purpose permitted in an R district for any other residential or dwelling purpose shall provide yards as required in the R district; provided, that when the ground floor of any such building is used for any commercial purpose, no side yard shall be required except that there shall be a side yard along the side of every lot which is not bounded by an alley and which is bordering on property in an R district.

B. Yards shall not be required otherwise, except that no building shall be erected nor shall any use of land be conducted so that the same will be closer than thirty feet to the center line of any street adjoining the lot.

18.29.050 - General conditions.

A. All selling, dealing in or displaying of goods or merchandise by shops, stores or business shall be entirely conducted and located within a permanent building unless otherwise specifically excepted.

B. No stores or businesses shall involve any kind of manufacturing, compounding, processing or treatment of products except that which is clearly incidental and essential to the authorized use and provided that:

1. No more than ten persons are engaged in the manufacturing, compounding, processing or treatment of products or servicing and repairing of appliances, equipment, etc.;
2. Not more than twenty percent of the ground floor area of any building shall be used for such purposes;
3. Such operations or products are not objection— able due to odor, dust, smoke, noise, vibrations or other similar nuisances.

C. All exterior walls of buildings hereafter erected, extended or structurally altered which face a street or property in an R district shall be designed, treated and finished in a uniform and satisfactory manner approved by the planning commission.

**** For informational purposes only. A final agreement will be negotiated between Seller and Purchaser at a later date. The City reserves the right to include new or additional terms, remove terms, or modify any terms contained in the draft agreement.

DRAFT PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

2. The Purchase Price. The purchase price for the Property is XXXXXXXXXXXXX and 00/100 Dollars ($XXXXXXXXXXXXX) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 11 below) as follows:

(a) A XXXXXXX and 00/100 Dollars ($XXXXXXXXX) deposit received by Seller on _____, 2019;

(b) An additional down payment of One Thousand and 00/100 Dollars ($1000.00) deposited with First American Title ("Title Company") upon execution of this Agreement.

(c) The balance of XXXXXXX and 00/100 Dollars ($XXXXXXX), together with all costs incurred by the City in connection with the sale of the Property, including Closing Costs, payable at Closing.

3. Property Development. Purchaser shall develop the Property for commercial use, consistent with plans submitted and approved by the Cordova City Council, attached hereto and incorporated herein as Exhibit B.

4. Title.

(a) Seller shall order from the Title Company, and shall deliver to Purchaser within ten (10) days following the Opening of Escrow, a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

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

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

purpose, the Property's compliance with federal, state and/or municipal laws, or any other matter or thing affecting or related to the Property in any way, and the Purchaser accepts the same IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Purchaser hereby waives, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, statutory or otherwise. Seller has agreed to sell the Property on the terms specified herein in reliance upon the foregoing limitations of Seller's liabilities, which are material to Seller, and Seller would not have entered into this Agreement without such limitations.

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

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

7. Conditions Precedent to Closing.

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

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

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

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

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

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

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

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

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

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

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

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

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

(c)

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

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

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

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

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

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

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

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

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

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

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

11. Closing. The purchase and sale contemplated herein shall close on or before sixty (60) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska (the "Official Records"). The Closing shall occur at the offices of the Escrow Agent as set forth in Section 18(m).

12. Closing Costs. Purchaser shall pay the fee for recording the Deed, the premium for the Title Policy, and for all fees and costs Seller incurred to third-parties in any way relating to the purchase and sale transaction involving the Property, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees. Purchaser shall bear the expense of his own counsel. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a default on the part of Purchaser, all escrow cancellation and title fees shall be paid by Purchaser; if the sale of the Property does not occur because of a default on the part of Seller, all escrow cancellation and title fees shall be paid by Seller.

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

14. Default.

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

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

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

15. Escrow.

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

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

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

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

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

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

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

16. Indemnification.

(a) General Indemnification. Purchaser shall defend, indemnify, and hold the Seller and its authorized representatives, agents, officers, and employees harmless

from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related in any way to the Property, the sale of the Property, or the contents of the Property, including claims relating to any personal property. This obligation shall survive closing.

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

Purchaser shall defend, indemnify, and hold the Seller and its authorized representatives, agents, officers, and employees harmless from and against any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to: (i) the presence, disposal, release, or threatened release of any such Hazardous Material on or from the Property, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material.

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

that are defined as “hazardous waste,’’ “extremely hazardous waste,’’ or a “hazardous substance” under any law or regulation.

This obligation shall survive closing.

17. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchaser: XXXXXX
XXXXXX
XXXXXX

Escrow Agent: First American Title Insurance Company.
3035 C Street
Anchorage, Alaska 99503

Title Company: First American Title Insurance Company.
3035 C Street
Anchorage, Alaska 99503

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

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

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

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

SELLER: CITY OF CORDOVA

By: _____
Alan Lanning, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this __th day of _____, 2019, by Alan Lanning, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

_____
Notary Public in and for Alaska
My commission expires:_____

PURCHASER: XXXXXXXXXXXXX

By: _____
XXXXXXXXXXXXX XXXXXXXXXXXXX

By: _____
XXXXXXXXXXXXX

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 17th day of November 2015, by XXXXXXXXXXXXX.

_____
Notary Public in and for Alaska
My commission expires:_____

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 17th day of November 2015, by XXXXXXXXXXXXX.

_____
Notary Public in and for Alaska
My commission expires:_____

EXHIBIT A
Legal Description of the Property

401777\254\00790496

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by March 11th, 2019 at 10 AM.

Property: Lots 3 & 4, Block 6, Original Townsite

Name of Proposer: Jeremiah Beckett

Name of Organization: Cordova Telecom Cooperative

Address: 611 2nd Street Cordova, AK 99574

Phone #: 907-424-2345

Email: administrator@ctcak.coop

Proposed Price $ 52,000.00

SUBMITTAL OF PROPOSAL

Please mail proposals to:

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

Or email proposals to planning2@cityofcordova.net. The email subject line shall be "Proposal for Lots 3 & 4, Block 6, Original Townsite," and the proposal shall be attached to the email as a PDF file.

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

Proposals received after March 11th, 2019 at 10 AM will not be considered.

CORDOVA TELECOM
COOPERATIVE

Proposal for Lots 3 & 4, Block 6, Original Townsite

Prepared for:

City of Cordova

ATTN:

Planning Department

Presented:

March 2019

CONFIDENTIAL

CORDOVA TELECOM COOPERATIVE

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Cordova Telecom Cooperative
PO Box 459, 611 Second St., Cordova, Alaska 99574
(907) 424-2345 Fax (907) 424-2344

CORDOVA TELECOM COOPERATIVE

Executive Summary

Cordova Telephone Cooperative, dba Cordova Telecom Cooperative (CTC), would like to submit its interest in acquiring Lots 3 & 4, Block 6, Original Townsite (the "Property"), also known as the CoHo building, as described in the City's Request for Proposals (RFP). CTC has been looking for opportunities to expand its facilities in a manner in which this property is ideally suited for, given CTC's current office location and the Cooperative's desire to have retail operations located on First Street.

CTC's initial plan is to build a three (3) story, multi-use, commercial building. The first floor could host retail office space facing First Street, as well as general office space and alley garage parking. On the second and third floors, the building could include multiple apartments, meeting and training rooms, and an innovative Cordova business incubation center- all of which would generate new local tax revenue for the city. The proposed business incubation center would provide a venue for new businesses to prosper and assist in creating long-lasting jobs in Cordova.

The proposed building would be aesthetically homogenous to the neighboring buildings and be designed with elements representing the local area. Behind the building, the existing satellite dish and fenced area could be removed to create an additional parking area and small green space.

CTC is proposing to purchase the existing building and lots at the fair market value of $52,000.00. The forecasted cost to acquire and prepare the location for new construction is approximately $200,000.00. There are liens on the property which amount to approximately $64,000.00. Upon completion and settlement of these initial acquisitional tasks, CTC would embark on formal design and engineering services to plan out a commercial building with a development goal of opening the new facility within five years.

A new commercial facility in this location could add tremendous real-estate and community value to the downtown district, create new cooperative partnering opportunities, and stimulate economic growth in Cordova.

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CORDOVA TELECOM COOPERATIVE

Proposal Offer

CTC would like to submit a proposal price of $52,000.000 for Lots 3 & 4, Block 6, Original Townsite. This represents the fair market land value of the location and minimum bid required by the City of Cordova.

It is important to note that based on formal service quotes, the physical acquisition costs of the property itself will amount to approximately $200,000.00

Estimated Acquisition Costs		
	Description	Cost
1	Property Acquisition	$ 52,000.00
2	Additional Closing Fees *	$ 15,500.00
3	Hazmat Study	$ 7,000.00
4	Building Asset Salvage	TBD
5	Demolition	$ 120,000.00
6	Temporary Landscaping	$ 5,000.00
Total costs		**$199,500.00**

**Additional closing fees would include appraisal, title reports, attorney's fees and costs, surveying and platting, closing costs and escrow fees.*

In addition to the aforementioned acquisition costs, a limited liability report produced to CTC has produced legal costs that could be borne by the selected buyer. These costs amount to approximately $64,000.00

Estimated Legal Costs		
	Description	Cost
1	Liens	$ 44,711.80
2	Lawyer Fees	$ 10,000.00
3	Additional Fees	$ 9,000.00
Total costs:		**$ 63,711.80**

**Additional costs might include any penalties or interest accrued.*

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If selected as the winning bidder, it is CTC's intent to conduct a formal hazmat study for safety concerns. After which, salvage crew would secure antiques, personal effects, and possible commercial assets from the building before demolition. These items would be offered at no cost to the prior owner and any remaining items would be donated to the museum and/or offered at public auction.

To reduce costs for the Cooperative and community, CTC would request and expect the City to provide a mutually agreeable discounted land fill flat rate for disposing of building debris ideally included as part of the purchase price.

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Proposal Responses

Proposed Development

CTC plans to build a three (3) level, multi-use, commercial building which will include street level retail space and training/meeting rooms facing First Street. It will also house business and field personnel offices and feature alley-accessed garage parking. An incubation business center will be created within to provide low-cost, fully-equipped micro-offices for small businesses. Multiple residential apartments will also be located in the building.

The building will be aesthetically homogenous to the neighboring buildings and be designed with elements representing local history and culture. A roof overhang will protect the sidewalk and pedestrians below from the elements.

Complementing the new facility, and to support more employee parking, CTC would repurpose some of the existing property in the alleyway. The existing satellite dish and fenced area to the rear of the current CTC central office could be repurposed to create additional parking and green space between the two facilities. This will allow for more company and employee parking, an outdoor area with a picnic table for staff and visible green space for the community.

Facility Footprint

The proposed square footage of the development would be approximately 12,000 square feet. The facility would consist of a three (3) story building with each level measuring 40' x 100.

Below is an initial rendering of the proposed building created by an Alaskan architect.

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CORDOVA TELECOM COOPERATIVE

Benefits to the Community

Ensuring this primely and centrally located real estate in Cordova is secured and developed by an established local business that is vested in and for Cordova is crucial to the community and sustainability of the property itself. CTC is a 40-year-old, Cordova-focused, community-owned cooperative that is in need of additional commercial property to support continued growth internally and strategically. CTC has the financial means, interests, and desire to expand our downtown Cordova facilities and this property is of significant interest to the Cooperative. Allowing CTC to develop this property will benefit the community financially and visually, allow for a diversification and revitalization of downtown, and would help foster a stronger sense of community overall. The following sections expand upon the benefits which could be created upon development of this property by CTC.

Business Growth

Cordova offers community members a unique lifestyle and access to some of the world's most pristine outdoor adventure and subsistence opportunities. A growing trend in America is the relocation of high-tech professionals from cities to smaller, more remote, locations (such as Cordova). These locations offer improved qualities of life while also allowing these individuals to work remotely through reliable high-speed internet services. The business incubation center which CTC is proposing would help reduce the costs of launching and operating new businesses in Cordova by providing open concept office space at a reduced price, price being one of the largest barriers to entry for any new business. Creating a new business incubation center that supports existing and new business professionals with modern offices and technology services to run their businesses from could stimulate Cordova's long-term growth and create opportunities for our next generation of youth.

Additionally, CTC is continuously searching for ways to strategically partner with our sister cooperative, Cordova Electric Cooperative (CEC). Due to the property's relative location to existing CTC and CEC services and its proximity to central community services, the property in question presents an ideal opportunity to set the stage for continued growth of our strategic partnership. In accordance with this priority, CTC and CEC are in continual discussions to transform our business operations in tandem and see the opportunity to centralize back office, field teams, and retail operations as a strategic step towards increased collaboration and cooperative unity.

The new facility could enable further operational alignment for retail operations, field operations, and back office work between our two local utility cooperatives. This could potentially reduce the amount of community member time and money spent for utility services while also ensuring enhanced communications amongst our utility providers. CTC and CEC field teams could have a common tech center in the new building for improved project, safety, and operations coordination which would also free up much needed datacenter space in the existing CTC building. Allowing for retail operations space to be shared by the two entities would improve community members access to our local cooperatives and foster better operational and strategic collaboration, resulting in stronger resource independence for Cordova while also making downtown a single stop shop for community members.

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CORDOVA TELECOM COOPERATIVE

Financial

The proposed development would generate additional tax revenue for the city through commercial real-estate and apartment rentals. A business incubation center within, providing small-to medium-sized fully equipped offices with furniture, power, telephone, internet, and business services, would be created and made available for small businesses, independent consultants, and seasonal workers. These vendor spaces and living apartments will result in increased tax revenue to the city and promote long-term economic development and growth in Cordova.

Revitalization and Diversification

Shared retail operations between the cooperatives, directly next to the city center, would provide community members convenient access to primary utilities and stimulate overall commerce. Bringing the customer experience to this main street location will allow all community related bills and services to be done in a central location, attract foot traffic to the area, and promote surrounding local businesses while enhancing community traffic flow.

Any additional living apartments which are not being used for business purposes, could be offered as local downtown housing for year-round or seasonal residents. This will contribute to the community's effort to provide quality housing in Cordova, as well its desire to place multi-use buildings in the city's urban center.

The ideal use of the proposed space would be beneficial to the community in tangible and intangible ways, all consistent with the City's comprehensive plan. CTC is designing the proposed building to be visually pleasing to the community and aesthetically homogenous to the neighboring buildings. Our goal is to create a building that is utilitarian, culturally appropriate, and visually appealing. Current plans involve placing copper accents on the front façade of the building and large murals commissioned by local artists on the exterior walls.

Green space will be created to the rear of the building. CTC could remove the existing satellite dish and fenced area to create a larger area for employee parking with a staff picnic area. This will improve the aesthetics of the current alleyway and allow for an outdoor rest area for employee use during the summer months. The building will also be energy efficient in its ventilation, lighting heating and appliances and be recognized as a five-star rated commercial building by the EPA.

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CORDOVA TELECOM COOPERATIVE

Community

The proposed building will contribute to a revitalized Main Street and the densification of the downtown core with its multi-use purpose. It will be aesthetically pleasing, but practical, providing weather protection for the pedestrian walkway below and an improved sense of community and small-town feel.

The strategic location of the facility will result in a sense of unification to the community due to its proximity to the city center. Increased foot traffic will further foster an increased sense of community. While foot traffic will increase, the creation of a larger parking area to the rear of the property for company and employee vehicles will allow many of the existing vehicles to be removed from Second Street parking spaces. The parking area currently used by CEC patrons and employees is in close proximity to the elementary school and Ilanka Community Health Center and creates traffic congestion that could hinder public safety in the event that these high-priority areas need to be accessed in emergency situations.

By allowing for the creation of a space large enough to house both CTC and CEC, the City will be setting the stage for increased emergency preparedness and emergency response. With stronger operational and strategic collaboration, these two essential utilities providers will be stronger and more efficient at serving and being available to the community at all times and in all situations.

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CORDOVA TELECOM COOPERATIVE

Evaluation Criteria Reponses

Value of Improvements

The ideal use of the proposed space would be beneficial to the community in tangible and intangible ways. The proposed building will be aesthetically homogenous to the neighboring buildings and be designed with elements representing the local area. The proposed new building may have construction costs of $3,600,000 to $4,800,000 potentially bringing the overall value in upwards of $5,000,000.

Number of Employees

The new facility would be able to support offices and working areas for over two dozen resources. Combined with CTC's existing building directly behind the new facility the combined offices could support about 50 employees.

The possible collaboration of our local utility Cooperatives could centrally localize over thirty employees. Both cooperatives have regular consultants and seasonal workers supporting their businesses.

Sales Tax Revenue

A business incubation center, providing small-to medium-sized fully equipped offices with furniture, power, telephone, internet, and business services, will be created and made available for small businesses, independent consultants, and seasonal workers. These vendor spaces and living apartments will result in increased tax revenue to the city and promote long-term economic development in Cordova.

Importance to Community

The strategic location of the facility will result in a sense of unification to the community due to its proximity to the city center. The future building will contribute to a revitalized main street and the densification of the downtown core with its multi-use purpose.

By allowing for the creation of a space large enough to house CTC and CEC, the City will be setting the stage for increased emergency preparedness and emergency response. With stronger operational and strategic collaboration, these two essential utilities providers will be stronger and more efficient at serving and being available to the community at all times and in all circumstances.

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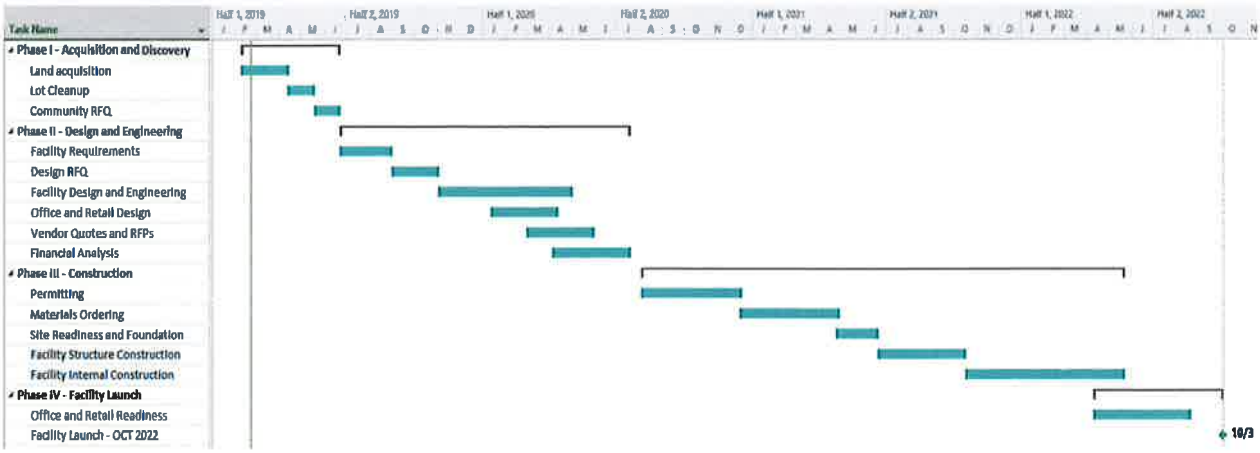
Development Timeline

The new site would be developed over four to five years with a target launch in late 2022 or early 2023.

- 2019 – Lot Acquisition and Design Specifications
- 2020 – Design and Financial Alignment
- 2021 – Facility Construction Start
- 2022 – Facility Readiness and Launch
- 2023 – Facility Open to Public



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Enhanced Architectural Design

CTC would design the proposed building to be visually pleasing to the community and aesthetically homogenous to the neighboring buildings. Current plans involve placing copper accents on the front façade of the building and large murals commissioned by local artists on the side exterior walls. The following conceptual drawings were prepared to help visualize how a new facility could look.

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CORDOVA TELECOM COOPERATIVE

Proposal Price

CTC is proposing to purchase the existing building for its fair market value of $52,000.00. The complete community investment cost to acquire the site and prepare it for new construction will amount to approximately $200,000.00 plus potential additional lien and legal fees.

Consistency with Comprehensive Plan

The ideal use of the proposed space would be beneficial to the community in tangible and intangible ways consistent with the City's comprehensive plan.

Additional parking in the downtown district during summer months and community events, while needed, would be a poor use of such centrally located land. Having a multi-use facility that can support existing and new businesses is considerably more valuable to the community.

Our goal would be to create a building that is utilitarian, culturally appropriate and visually appealing that can be used to support our Cooperatives and local small businesses in Cordova.

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City Council of the City of Cordova, Alaska

Pending Agenda April 3, 2019 Regular Council Meeting

A. Future agenda items

1) Code change re Council member service on boards/commissions, re mobile restaurant approval
2) Need for a Federal Lobbyist/RFP
3) Odiak Camper Park and/or other locations for long term rv/trailer space rentals in Cordova
4) Harbor expansion Town Hall type meeting - public input
5) Resolution 12-18-36 re E-911, will be back when a plan has been made, referred 12/19/18
6) Revisit/update City Investment Policy - approve a resolution with updated asset allocation
7) Council and CCMCA joint special meeting - date and time tbd

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

1) Capital Priorities List and Resolution to come before Council quarterly:

   6/5/2019 9/4/2019 12/4/2019 3/4/2020

2) Staff quarterly reports will be in the following packets:

   4/17/2019 7/17/2019 10/16/2019 1/15/2020

3) Healthcare study joint meetings Council, CCMCA Board & NVETC - mtg of the principles held 1/29/19

   next principles mtg tba

4) Strategic Planning - revisit plan - work session scheduled for **April 17, 2019**
5) **May 1** work session @ **6pm** - joint work session with Planning Commission,

   City Council and Comprehensive Plan Committee

6) Alaska Municipal Leage fall conference including training **November 18-22**

   http://www.akml.org/conferences/ let Clerk know if interested in attending

Clear direction should be given to Clerk/Manager on any proposed agenda item including who is being tasked / what the action will be / when it will be on an agenda

item for action	tasking which staff	proposed date
1) …		
2) …		
3) …		

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

City Council of the City of Cordova, Alaska

Pending Agenda April 3, 2019 Regular Council Meeting

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

1) Fisheries Advisory Committee:
authorizing resolution 04-03-45
approved Apr 16, 2003

1-Torie Baker, chair (Marine Adv Prgm) 2-Jeremy Botz (ADF&G)
3-Tim Joyce (PWSAC) 4-Jim Holley (AML)
5-Chelsea Haisman (fisherman) 6-Tommy Sheridan (processor)

Mayor Koplin is currently contacting existing members and hopes to have new appointments for Council concurrence soon

2) Cordova Trails Committee:
re-auth res 11-18-29 app 11/7/18
auth res 11-09-65 app 12/2/09

1-Elizabeth Senear 2-Toni Godes
3-Dave Zastrow 4-Ryan Schuetze
5-Wendy Ranney 6-Michelle Hahn

3) Fisheries Development Committee:
authorizing resolution 12-16-43
approved Dec 23, 2016

1-Warren Chappell 2-Andy Craig 3-Bobby Linville
4-Gus Linville 5-Tommy Sheridan 6-Bob Smith

4) Comprehensive Plan Committee:
authorizing resolution 10-18-28
approved Oct 3, 2018

1-Cathy Long 2-Kristin Carpenter 3-Tom McGann
4-Nancy Bird 5-Brooke Johnson 6-Katrina Hoffman
7-Bret Bradford 8-Dave Zastrow 9-Olivia Carroll
10- 11- 12-

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

1) Prince William Sound Regional Citizens Advisory Council

Robert Beedle	re-appointed June 2018	2 year term until May 2020
	re-appointed March 2016	
	re-appointed March 2014	
	appointed April 2013	

2) Prince William Sound Aquaculture Corporation Board of Directors

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

3) Southeast Conference AMHS Reform Project Steering Committee

Mike Anderson	appointed April 2016	until completion of project
Sylvia Lange	alternate	

APRIL 2019

CALENDAR MONTH	APRIL
CALENDAR YEAR	2019
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1	2	3 6:00 Council work session 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB	4	5 appeal period for 2019 property assessments closes	6
7	8	9 6:30 P&Z CCAB	10 7:00 Sch Bd HSL 7:00 Harbor Cms CCM	11	12	13
14	15 7:00 Board of Equalization Meeting CCAB	16	17 5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB	18	19 April 19-27	20
21 Easter Sunday	22	23	24 6:00 CEC Board Meeting	25 6:00 CCMCAB HCR	26	27
28	29	30 6:00 P&R CCM	1	2	3	4
5	6					

Notes

Legend:
CCAB-Community Rms A&B
HSL-High School Library
CCA-Community Rm A
CCB-Community Rm B
CCM-Mayor's Conf Rm
CCER-Education Room
LN-Library Fireplace Nook
CRG-Copper River Gallery
HCR-CCMC Conference Room

Cncl - 1st & 3rd Wed
P&Z - 2nd Tues
SchBd, Hrb Cms - 2nd Wed

CTC - 3rd Wed
P&R - last Tues
CEC - 4th Wed
CCMCA Bd - last Thurs

MAY 2019

CALENDAR MONTH	MAY
CALENDAR YEAR	2019
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	1 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	2 **Copper River Delta Shorebird Festival May 2-5**	3	4
5	6	7 6:30 P&Z CCAB	8 7:00 Sch Bd HSL 7:00 Harbor Cms CCM	9	10	11
12 	13	14	15 5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	16 	17	18 **CHS Graduation**
19	20	21	22 6:00 CEC Board Meeting	23 **6:00 CCMCAB HCR**	24 	25
26	27 Memorial Day City Hall Offices Closed	28 **6:00 P&R CCM**	29	30	31	1
2	3					

Notes

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

JUNE 2019

CALENDAR MONTH	JUNE
CALENDAR YEAR	2019
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3	4 6:30 P&Z CCAB	5 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	6	7	8 Copper River Nouveau PRINCE WILLIAM SOUND SCIENCE CENTER
9	10	11	12 7:00 Sch Bd HSL 7:00 Harbor Cms CCM	13	14	15
16	17	18	19 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB 5:30 CTC Board Meeting	20 6:00 CCMCAB HCR	21	22
23	24	25 6:00 P&R CCM	26 6:00 CEC Board Meeting	27	28	29
30	1					

Notes

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

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

Mayor and City Council - Elected

seat/length of term		email	Date Elected	Term Expires
Mayor:	**Clay Koplin**		March 5, 2019	March-22
3 years	Mayor@cityofcordova.net		March 1, 2016	
Council members:				
Seat A:	**Tom Bailer**		March 5, 2019	March-22
3 years	CouncilSeatA@cityofcordova.net			
Seat B:	**Kenneth Jones**		March 7, 2017	March-20
3 years	CouncilSeatB@cityofcordova.net			
Seat C:	**Jeff Guard**		March 7, 2017	March-20
3 years	CouncilSeatC@cityofcordova.net			
Seat D:	**Melina Meyer**		March 6, 2018	March-21
3 years	CouncilSeatD@cityofcordova.net			
Seat E:	**Anne Schaefer**	elected by cncl	March 6, 2018	March-21
3 years	CouncilSeatE@cityofcordova.net		December 6, 2017	
Seat F:	**David Allison, Vice Mayor**		March 5, 2019	March-22
3 years	CouncilSeatF@cityofcordova.net		March 1, 2016	
Seat G:	**David Glasen**		March 5, 2019	March-22
3 years	CouncilSeatG@cityofcordova.net			

Cordova School District School Board - Elected

length of term		Date Elected	Term Expires
3 years	**Barb Jewell, President**	March 5, 2019	March-22
	bjewell@cordovasd.org	March 1, 2016	
		March 5, 2013	
3 years	**Bret Bradford** bbradford@cordovasd.org	March 6, 2018	March-21
		March 3, 2015	
3 years	**Tammy Altermott**	March 5, 2019	March-22
	taltermott@cordovasd.org	March 1, 2016	
		March 5, 2013	
3 years	**Peter Hoepfner**	March 6, 2018	March-21
		March 3, 2015	
	phoepfner@cordovasd.org	March 6, 2012	
		March 3, 2009	
		March 7, 2006	
3 years	**Sheryl Glasen**	March 7, 2017	March-20
	saglasen@cordovasd.org	March 4, 2014	
	Vacant (appointed, non-voting)		
	City Council Rep		

seat up for re-election in 2020	***vacant***
board/commission chair	
seat up for re-appt in Nov 19	

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	**Kristin Carpenter, President**		March 7, 2017	March-20
3 years	**Greg Meyer**	elected by board to fill a vacancy due to resignation	March 5, 2019 July 19, 2018	March-22
3 years	**Barbara Solomon**		March 5, 2019	March-22
3 years	**Linnea Ronnegard**		March 6, 2018	March-21
3 years	**Gary Graham**	elected by board to fill a vacancy due to resignation	March 5, 2019 May 31, 2018	March-21

Library Board - Appointed

length of term		Date Appointed	Term Expires
3 years	**Mary Anne Bishop, Chair**	November-16 November-13 November-10 November-06	November-19
3 years	**Wendy Ranney**	November-18 November-15 April-13	November-21
3years	**Sherman Powell**	June-18	November-19
3 years	**Sarah Trumblee**	February-18	November-20
3 years	**Krysta Williams**	February-18	November-20

Planning and Zoning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	**Nancy Bird**	November-16	November-19
3 years	**Allen Roemhildt**	November-16 January-14	November-19
3 years	**Scott Pegau, vice chair**	November-17 December-14 December-11	November-20
3 years	**John Baenen**	November-18 November-15 December-12	November-21
3 years	**Tom McGann, chair**	November-17 December-14 December-11 April-11	November-20
3 years	**Chris Bolin**	November-18 September-17	November-21
3 years	**Trae Lohse**	November-18	November-20

seat up for re-appt in Nov 19

seat up for re-election in 2019 | ***vacant***

board/commission chair

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

Harbor Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	**Mike Babic**	November-17	November-20
3 years	**Andy Craig**	November-16	November-19
3 years	**Max Wiese**	November-17 January-14 March-11	November-20
3 years	**Ken Jones**	November-16 February-13	November-19
3 years	**Jacob Betts, Chair**	November-18 November-15	November-21

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	**Wendy Ranney, Chair**	November-18 November-15 August-14	November-21
3 years	**Anne Schaefer**	November-17	November-20
3 years	**Ryan Schuetze**	August-18	November-21
3 years	**Kirsti Jurica**	November-18	November-21
3 years	**Marvin VanDenBroek**	November-16 February-14	November-19
3 years	**Karen Hallquist**	November-16 November-13	November-19
3 years	**Dave Zastrow**	November-17 February-15 September-14	November-20

Historic Preservation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	**Cathy Sherman**	August-16	November-19
3 years	**Heather Hall**	August-16	November-19
3 years	**Brooke Johnson**	August-16	November-19
3 years	**John Wachtel**	November-18 August-16	November-21
3 years	**Wendy Ranney**	November-18	November-21
3 years	**Nancy Bird**	November-18 November-17	November-21
3 years	**Jim Casement, Chair**	November-17	November-20

seat up for re-election in 2019	**seat up for re-appt in Nov 19**
board/commission chair	***vacant***