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
summer vacation

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

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 **(CCMCA BoD, School Board Rep)**
4. Student Council Representative Report – *summer vacation not present*

G. Approval of Consent Calendar……... **(no motion required)(roll call vote)**

5. Resolution 06-19-28…….…… **(page 1)**
A resolution of the City Council of the City of Cordova, Alaska, authorizing: Leif Stavig, City Planner; Susan Bourgeois, City Clerk; Clay Koplin, Mayor; Melina Meyer, Vice-Mayor; Samantha Greenwood, Public Works director; and Anthony Schinella, Harbormaster to sign checks, vouchers, notes, other documents and have access to the safe deposit box as authorized by the City Council
6. Proclamation of Appreciation to ***James Burton***…….…. **(page 2)**
7. Proclamation of Appreciation to ***James Wiese***…….. **(page 3)**

H. Approval of Minutes…….. **(voice vote)**

8. Minutes of the 6-5-19 Regular Council Meeting…….……..…… **(page 4)**
8a. Minutes of the 6-26-19 Special Council Meeting…….……..…… **(page 8)**

I. Consideration of Bids - none

J. Reports of Officers

9. Mayor's Report……... **(page 9)**
a. AMHS report – City Lobbyist, ***John Bitney***…….……..…… **(page 10)**

10. Manager's Report
11. City Clerk's Report…….. **(page 13)**

K. Correspondence

12. 06-13-19 Letter from ANTHC and NVE re program overview and……..…… **(page 14)**
invitation to tour operations
13. 06-13-19 Letter from PWSEDD re Regional Ferry Study, including full study……..…… **(page 16)**
14. 06-19-19 Letter from Alaska Municipal League…… **(page 40)**

L. Ordinances and Resolutions

15. Ordinance 1175……..……..…… **(roll call vote)(page 43)**
An ordinance of the City Council of the City of Cordova, Alaska, (i) declaring that tax-foreclosed property commonly known as the Cordova Hotel, located at 604 1st St, Cordova, AK 99574 and legally described as Lots Three (3) and Four (4), Block Six (6), Original Townsite of Cordova, Alaska, records of the Cordova recording district, Third Judicial District, State of Alaska (parcel no. 02-173-503), formerly owned by Dorene Wickham and deeded to the City by Clerk's Deed, is not required for a public purpose and (ii) authorizing and directing its sale and conveyance to the Cordova Telephone Cooperative, Inc. d/b/a Cordova Telecom Cooperative for $52,000 – 2nd reading
16. Resolution 07-19-29…….....……. **(voice vote)(page 62)**
A resolution of the City Council of the City of Cordova, Alaska, authorizing creation of a City Manager Assessment Committee to assist City Council in any or all aspects of the search and selection process for the next City Manager of the City of Cordova, Alaska

M. Unfinished Business

16a. Federal Lobbyist RFP……..… **(voice vote)(page 64)**

N. New & Miscellaneous Business

17. Council action to fill seats on the City Manager Assessment Committee…….. **(voice vote)(page 80)**
18. Pending Agenda, Calendar and Elected & Appointed Officials lists…..…… **(page 82)**

O. Audience Participation

P. Council Comments

Q. Executive Session

20. Recommendations from City Attorney regarding Beecher v. City of Cordova – in executive session because the subjects which may be considered are matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

R. Adjournment

Executive Sessions per Cordova Municipal Code 3.14.030

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

if you have a disability that makes it difficult to attend city-sponsored functions, you may contact 424-6200 for assistance.
full City Council agendas and packets available online at www.cityofcordova.net

CITY OF CORDOVA, ALASKA
RESOLUTION 06-19-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING: LEIF STAVIG, CITY PLANNER; SUSAN BOURGEOIS, CITY CLERK; CLAY KOPLIN, MAYOR; MELINA MEYER, VICE-MAYOR; SAMANTHA GREENWOOD, PUBLIC WORKS DIRECTOR; AND ANTHONY SCHINELLA, HARBORMASTER TO SIGN CHECKS, VOUCHERS, NOTES, OTHER DOCUMENTS AND HAVE ACCESS TO THE SAFE DEPOSIT BOX AS AUTHORIZED BY THE CITY COUNCIL

WHEREAS, it is necessary to authorize: ***Leif Stavig***, City Planner; ***Susan Bourgeois***, City Clerk; ***Clay Koplin***, Mayor; ***Melina Meyer***, Vice-Mayor; ***Samantha Greenwood***, Public Works Director and ***Anthony Schinella***, Harbormaster to sign checks, vouchers, notes, other documents and have access to the safe deposit box as authorized by the City Council and the Municipal Charter.

NOW, THEREFORE, BE IT RESOLVED that: ***Leif Stavig***, City Planner; ***Susan Bourgeois***, City Clerk; ***Clay Koplin***, Mayor; ***Melina Meyer***, Vice-Mayor; ***Samantha Greenwood***, Public Works Director and ***Anthony Schinella***, Harbormaster are hereby authorized to sign checks, vouchers, notes, other documents and have access to the safe deposit box as authorized by the City Council and Municipal Charter; and

BE IT FURTHER RESOLVED, that all prior resolutions authorizing city officers to sign checks, vouchers, notes and other documents are hereby repealed.

PASSED AND APPROVED THIS 3rd DAY OF JULY 2019.

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

DRAFT

City of Cordova, Alaska
Proclamation of Appreciation to James Burton

I, Mayor Clay Koplin, do hereby issue this Proclamation of Appreciation to *James Burton* for his countless valuable contributions to the City of Cordova

WHEREAS, ***James Burton*** ran for City Council Seat G in March 2013 against two other popular and well-respected Cordovans which resulted in a run-off election in April 2013; and

WHEREAS, ***James Burton*** emerged victorious in the April 2013 run-off and was therefore, seated at the Council table for a three-year term; and

WHEREAS, after three years ***James Burton*** contemplated allowing others the opportunity to serve but when it seemed as though no one at all would run for Council Seat A in March 2016, he selflessly declared candidacy and was again elected to a three-year term; and

WHEREAS, before the Cordova Community Medical Center became the Cordova Community Medical Center **Authority** it was run by a City Council-appointed Board called the Health Services Board; and

WHEREAS, during tumultuous times of financial hardship at the Medical Center, which encompassed all of ***James Burton's*** Council service years, the City Council sat as the HSB; and

WHEREAS, in his 6 years on City Council and the Health Services Board, ***James Burton***, prepared for and attended City meetings at least 3 times per month, and often many more than that; and

WHEREAS, in all of his years on Council, ***James Burton*** also served and gave leadership to the Harbor Commission; he assisted with hiring city managers, and most notably, shepherded projects such as the North Harbor renovations, the extension of the Breakwater, the creation of the Breakwater Fill Lot, the City Water Department LT2 project, the Paving of the South Fill Development Park and most significantly, completion of the Cordova Center in addition to numerous smaller Citywide improvements and projects.

NOW, THEREFORE BE, IT PROCLAIMED that the Mayor, the City Council members and citizens of Cordova do hereby express their sincere appreciation to ***James Burton*** for his willingness and ability to research the tough issues confronting him, to articulately express his studied perspective, and to faithfully discharge the duties required of him for the betterment of the community of Cordova, Alaska.

BE IT FURTHER PROCLAIMED that all who shared the City Council table with him will forever be grateful for ***James Burton's*** ability to make other Council members feel welcome and appreciated, and that all the City Managers and Clerks he supervised and the employees that worked for them are forever grateful for his support and admiration of the work they perform for the City of Cordova.

Signed this 19th Day of June 2019

_____

Clay R. Koplin, Mayor

City of Cordova, Alaska

PROCLAMATION OF APPRECIATION TO JAMES WIESE

I, Mayor Clay Koplin, do hereby issue this Proclamation of Appreciation to *James Wiese* for his countless valuable contributions to the City of Cordova

WHEREAS, ***James Wiese*** was elected by the citizens to City Council Seat G in March 2016; and

WHEREAS, ***James Wiese*** worked on important items such as the search process and hiring of a City Manager and the summer/fall 2018 Cordova bear population explosion and subsequent bear to human interactions and safety concerns of many Cordovans; and

WHEREAS, ***James Wiese***, in his Council tenure championed efforts such as the LT2 project, paving and sidewalk projects on the South Fill and on Adams and First Street and continuing Harbor maintenance and upgrades, he fought hard for school funding in a difficult economic climate, he listened intently and encouraged public input in difficult topics such as Northern Edge Training in the Gulf of Alaska, he advocated for adequate Alaska Marine Highway Service for Cordova and voted many times for economic development items that came before council.

NOW, THEREFORE BE, IT PROCLAIMED that the Mayor, the City Council members and citizens of Cordova do hereby express their sincere appreciation to ***James Wiese*** for the selfless devotion of his time and effort while serving as **City Council member for the City of Cordova, Alaska.**

BE IT FURTHER PROCLAIMED that all who shared the table with him will forever be grateful for ***James Wiese's*** pleasant demeanor, his attitude of helpfulness and his supportive encouragement and appreciation for council members and staff members of the City of Cordova, Alaska.

Signed this 19th day of June 2019

_____

Clay R. Koplin, Mayor

Regular City Council Meeting
June 5, 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 7:05 pm on June 5, 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 ***Ken Jones***, ***Jeff Guard***, ***David Allison*** and ***David Glasen***. Council members ***Tom Bailer*** and ***Melina Meyer*** were present via teleconference. Council member ***Anne Schaefer*** was absent. Also present were City Manager ***Alan Lanning*** and City Clerk ***Susan Bourgeois***.

D. Approval of Regular Agenda
M/Allison S/Guard to approve the Regular Agenda.
Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.

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

F. Communications by and Petitions from Visitors
1. Guest speakers – ***Chip Courtright***, PND, ***Sam Greenwood***, ***Tony Schinella*** update on Cordova application for the FY2019 BUILD grant. ***Greenwood*** said this is a tough grant to get as we are competing with other "rural" applicants which in this context is defined as under 200,000 in population. $900,000 is available half to urban, half to rural and no more than $90 million per state and $25 million per project. We are asking for the full amount, $25 million. Due by July 15 – PND is doing the work but asking questions and gathering the info from City staff (Sam, Tony and others). There are 7 merit criteria: Safety, State of Good Repair, Economic Competitiveness, Quality of Life, Environmental Protection, Innovation and Partnership. The conceptual drawing is not detailed and specific, it can still see changes but everything being considered has to score high in these criteria. ***Greenwood*** hit on a number of project items and how they meet the different merit criteria. ***Greenwood*** said there is a resolution in tonight's packet concerning support for the grant application.
2. Audience comments regarding agenda items - none
3. Chairpersons and Representatives of Boards and Commissions
CCMCA Board – Board member ***Kristin Carpenter*** reported: 1) collaboration effort with NVE – last night's meeting was postponed; 2) they are entering into a contract with ***Randall Draney*** for interim CEO he is currently CFO; 3) 5 travelling nurses currently, 3 of which are interested in becoming permanent and 2 current CCMC staffers are in training to be nurses – could have 5 local nurses someday soon; 4) business office is fully staffed, should help with collections; 5) auditors are here now, expect to have the report to the board by end of July; 6) Medicaid will be sending an $800k+ adjustment which will be used to catch up on PERS liability from 2018; 7) a company is in talks with ***Scot*** & ***Alan*** about population health management (i.e. possibly opening up the City health plan to other entities in the community), and looking to streamline the system, not relying on pharmacy benefit manager as the in-between CCMC and physicians profiting on drug sales, looking to move toward that in 2020 which would be great especially for the small non-profits in town.
Questions: ***Glasen*** asked if they were able to pay PERS now – ***Carpenter*** said yes, they are – they wanted us to pay the arrears first and she said they will with this Medicaid adjustment. ***Mayor Koplin*** asked how the pharmacy is doing – ***Carpenter*** said they are doing well, in 2018 the pharmacy filled 12,000 prescriptions and so far, this year they've filled 4,000 so they should hit the 12,000 again. ***Mayor Koplin*** said that sounds like it is out performing what was anticipated.
No representative from School Board was present.
4. Student Council Representative Report – was not present

G. Approval of Consent Calendar
5. Council confirmation of May 9, 2019 Election of CVFD Officers

DRAFT

6. Resolution 06-19-26 A resolution of the City Council of the City of Cordova, Alaska, supporting an FY2019 BUILD (better utilizing investments to leverage development) Transportation Grant application to improve and upgrade the Cordova South Harbor
7. Resolution 06-19-27 A resolution of the City Council of the City of Cordova, Alaska, authorizing a Tier I application for the State of Alaska Municipal Harbor Facility Grant Program to fund South Harbor repairs
Vote on the approval of the consent calendar: 6 yeas, 0 nays, 1 absent. Glasen-yes; Jones-yes; Meyer-yes; Schaefer-absent; Allison-yes; Bailer-yes and Guard-yes. Consent calendar was approved.

H. Approval of Minutes
M/Guard S/Allison to approve the minutes.
8. Minutes of the 05-15-19 Regular Council Meeting
Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.

I. Consideration of Bids - none

J. Reports of Officers
9. Mayor's Report – ***Mayor Koplin*** reported: 1) there is a ribbon cutting for CEC's grid scale battery – Council is invited, Friday June 7 at 5 pm; 2) AMHS looks like it will land at a $44 million cut to the system in the final budget, so at this point he is trying to at least ensure we get service to Whittier and more than once monthly; 3) Northern Edge '19 – his perspective is: we had asked Northern Edge for 3 things, a site visit to Cordova with a vessel, a fuel up at Shoreside and observers on site of the exercise. They weren't able to get a vessel here this time, but they did send 2 helicopters. Also, they did accommodate observers with the site visit of Mayor, 2 council and 2 city employees. ***Mayor Koplin*** said his experience on the aircraft carrier was exciting, as far as environmentally, he said his impression was that these guys live in that environment and they respect it – they talked about whale sightings with excitement – they report to NOAA and ADF&G, he said they had seen as many as 60 humpback whales in a day; when he asked individuals their impression of whales, they seemed indifferent, like the whales were there and the boat is there and each were doing their thing. All in all, he felt it was a positive experience. ***Mayor Koplin*** mentioned too that they brought salmon out to the boat which was very well received. He wanted the others who were there to weigh in and give their impressions. ***Lanning*** said he agreed with everything the Mayor said.
10. Manager's Report
City Manager ***Alan Lanning*** reported: 1) said that the audit is a big concern and we are working really really hard to get the audit done quickly this year; today he met with the owner of the auditing firm doing the CCMC audit and they are there now, they haven't seen anything out of the ordinary that would slow them down, last year it was the reconciliation of cash accounts that hadn't been done that took significant time to reproduce those, and that won't be an issue this year; 2) he gave them all copies of the 2019 budget book – they are in mailboxes for those not in attendance tonight, everything you would want to know about the budget is in that book, exhaustive number of charts, graphs etc. he encouraged council to bring these to meetings; 3) we will be kicking off budget process soon for 2020 – revenue decisions will need to be made by Council – as you've given more to the school and may give more to CCMC, these decisions affect the City operations on the back end – so budgeting and strategic planning will be coming up and revenue will be a question to consider.
Questions of Manager: ***Glasen*** said, with the news of the $800k that CCMC will be getting, that's good news for us, right? ***Lanning*** said yes, when we had been thinking they would need $1.2 million in a year as a funding level, it is looking more like $900 k.
Mayor Koplin asked for comments from the other Northern Edge distinguished visitor attendees.
Guard said he agrees with most of the ***Mayor's*** perspective on the event, but he was disappointed that he couldn't get any comments from anyone, the Captain, the Admiral, about the environmental issues. He said they said they saw 60+ whales when they first got out there but lately they've been seeing much fewer – he wondered if that was a migratory thing or it was their presence forcing the whales out. ***Guard*** said, although it was a great show, that is exactly what it was, a show.
Meyer said her perspective was from a different vantage point as she was in medical the whole time. She said they are professional in what they do, the training, but she is still concerned about the timing of the training.
Mayor Koplin had a few items to add to his report, he mentioned that for his ribbon cutting and Nouveau, several visitors from our federal delegation would be in town. Senator Murkowski and staffers from Sullivan's office. He reminded Council that they were invited to attend, a good opportunity to get our priorities shared with these influential people. ***Mayor Koplin*** mentioned a lunch with board and commission reps he scheduled for June 13, and Fisheries Development Committee will meet Sunday at 5 pm.

DRAFT

11. City Clerk's Report – ***Bourgeois*** had a written report in the packet

K. Correspondence

12. DCCED letter re Cordova 2018 population determination: 2,360

12a. Email/survey information on scope of work of Northern Economics AMHS reshaping project

Mayor Koplin mentioned that he didn't think a written response to this survey would be adequate, instead he called and talked to them for almost 1.5 hours.

L. Ordinances and Resolutions

13. Resolution 06-19-24 A resolution of the City Council of the City of Cordova, Alaska, setting the mill rate for the 2019 tax year

M/Allison S/Guard to approve Resolution 06-19-24 a resolution of the City Council of the City of Cordova, Alaska, setting the mill rate for the 2019 tax year.

Allison said our budget calls for a certain amount to be collected in property taxes and the resolution as written with 10.85 as the mill rate gives us that revenue goal. ***Guard*** said he does lean toward the 10.85 but he said we just gave the school an extra $200k so he's not sure what is appropriate. ***Glasen*** said why don't we just keep it where it is at; he asked the Clerk what the mill rate is now. ***Bourgeois*** said the mill rate is set every year, so there is no mill rate until they set it; she said last year's mill rate was 11.81. ***Allison*** said that the increased school funding level set last Council meeting will be in the City's 2020 budget, what they are setting tonight is the 2019 mill rate. ***Bailer*** and ***Jones*** also seemed interested in leaving the mill rate where it is, at 11.81. ***Bourgeois*** clarified again that the mill rate is set annually, last year's mill rate was 11.81, if that is what they meant to be saying. ***Bailer*** said he has heard from people and business owners that they don't like when it is lowered and then next year Council has to go up 2 or 3 mills or more, he suggests leaving it at the 11.81.

M/Bailer S/Glasen to amend the resolution by putting the mill rate at 11.81.

Guard mentioned that in our strategic plan we had said we would keep the revenue goal of property taxes at a static amount. ***Jones*** said he believes keeping the mill rate consistent meets that objective, so he is in support of the amendment. ***Jones*** said he is normally against taxes, but he thinks this is the right thing to do. ***Allison*** said he will support this, but he believes that we have to find ways to spread the burden and not have it all fall on the shoulders of the property owners. ***Guard*** said he is not so opposed to the amendment, but he wants to make it clear that what we are doing is not in line with what we said when we approved the strategic plan. Keeping the mill rate the same is not keeping the revenue goal the same and it is not keeping individual property tax amounts the same.

Vote on the motion to amend: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.

Back to the main motion, to approve the resolution as amended thereby setting the 2019 mill rate at 11.81.

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

14. Resolution 06-19-25 A resolution of the City Council of the City of Cordova, Alaska, authorizing amendment to the FY19 budget in the amount of $38,078

M/Guard S/Allison to approve Resolution 06-19-25 a resolution of the City Council of the City of Cordova, Alaska, authorizing amendment to the FY19 budget in the amount of $38,078.

Guard asked the manager to explain this. ***Lanning*** said we are appropriating these funds into the 2019 budget because the truck wasn't delivered until 2019. ***Guard*** wanted to ensure we were not printing new money; ***Lanning*** confirmed that we were not.

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

M. Unfinished Business - none

N. New & Miscellaneous Business

15. Council discussion of the need for a federal lobbyist – possible staff direction

Bailer asked what we have done in the past, specifically with the Cordova Center, did we have a lobbyist on retainer? ***Mayor Koplin*** said often that is exactly how it works, you use them when specific things come up and often they can coordinate with the state lobbyist. He has spoken with ***Bitney*** and he has relationships with both of these firms that we've been hearing from so maybe we can start with those two and then expand it to a few others who might specialize in these waterfront type projects. ***Mayor Koplin*** said that he spoke with ***Robert Venables*** from Southeast and he said every one of the major waterfront projects done in Southeast Alaska were successful at the federal level because of the use of

DRAFT

lobbying. ***Allison*** agreed, if we are going for $25 million and we are sending staff time on putting these things together, we better support that with the lobbyist on the other end pushing for us. ***Guard*** agreed. ***Meyer*** said she is supportive. ***Bailer*** said he will go with the group but he's on the fence a bit, he's wondering exactly what the plan is, full-time, contract, etc. ***Mayor Koplin*** said maybe a good approach is ask the manager to work on an RFP but also get some insight into what our approach was with the Cordova Center – when we used a federal lobbyist last; also, the manager could maybe reach out to some of the Southeast communities that have had recent successes.
M/Allison S/Guard to direct the City Manager pursue an RFP as discussed for federal lobbying services.
Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.
Mayor Koplin said he believes the manager has direction from Council to work with to understand their expectations on this.
16. Pending Agenda, Calendar and Elected & Appointed Officials lists
RFP for recruiting for CFO position. As far as investment firm – Council still wanted more information from the manager as far as fee structure, more specifics (percentage of fees year 1 -10, portfolio rating) and this should come back to Council in August. RFP and more info on our previous procedure with a federal lobbyist – for next meeting. CCMCA Board and Council to meet in a Joint Special Meeting June 12 at 3pm.

O. Audience Participation - none

P. Council Comments
Glasen thanked Tony Schinella for showing up.

Q. Executive Session
17. Council discussion about the terms of the City Manager's contract – in executive session because the subjects which may be considered are matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government
~~18. Recommendations from City Attorney regarding Beecher v. City of Cordova – in executive session because the subjects which may be considered are matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government~~
Agenda item 18 was not necessary tonight.
M/Allison S/Guard to go into an executive session to discuss the terms of the City Manager's contract – in executive session because the subjects which may be considered are matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government
Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.
Mayor Koplin recessed the meeting at 8:18 pm to clear the room before the executive session.
Council entered executive session at 8:20 pm and came back into regular session at 9:13 pm.
Mayor Koplin stated that they discussed the City Manager's contract terms and no action was taken.
M/Allison S/Guard to direct the Mayor to offer the manager a contract as discussed in executive session.
Vote on the motion: 6 yeas, 0 nays, 1 absent (Schaefer). Motion was approved.

R. Adjournment
M/Guard S/Allison to adjourn the meeting.
Hearing no objection Mayor Koplin adjourned the meeting at 9:14 pm.

Approved: July 3, 2019

Attest: _____
Susan Bourgeois, CMC, City Clerk

DRAFT

Special City Council Meeting
June 26, 2019 @ 12:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order
Vice Mayor Melina Meyer called the Council Special Meeting to order at 12:13 pm on June 26, 2019 in the Cordova Center Community Rooms.

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

C. Approval of agenda
M/Bailer S/Allison to approve the agenda.
Vote on the motion: 4 yeas, 0 nays, 3 absent (Jones, Guard and Schaefer). Motion was approved.

D. Disclosures of conflicts of interest - none

E. Communications by and petitions from visitors
1. Audience Comments regarding agenda item - none

F. New business
2. Ordinance 1175 An ordinance of the City Council of the City of Cordova, Alaska, (i) declaring that tax-foreclosed property commonly known as the Cordova Hotel, located at 604 1st St, Cordova, AK 99574 and legally described as Lots Three (3) and Four (4), Block Six (6), Original Townsite of Cordova, Alaska, records of the Cordova recording district, Third Judicial District, State of Alaska (parcel no. 02-173-503), formerly owned by Dorene Wickham and deeded to the City by Clerk's Deed, is not required for a public purpose and (ii) authorizing and directing its sale and conveyance to the Cordova Telephone Cooperative, Inc. d/b/a Cordova Telecom Cooperative for $52,000 - 1st reading
M/Bailer S/Allison to approve Ordinance 1175 an ordinance of the City Council of the City of Cordova, Alaska, (i) declaring that tax-foreclosed property commonly known as the Cordova Hotel, located at 604 1st St, Cordova, AK 99574 and legally described as Lots Three (3) and Four (4), Block Six (6), Original Townsite of Cordova, Alaska, records of the Cordova recording district, Third Judicial District, State of Alaska (parcel no. 02-173-503), formerly owned by Dorene Wickham and deeded to the City by Clerk's Deed, is not required for a public purpose and (ii) authorizing and directing its sale and conveyance to the Cordova Telephone Cooperative, Inc. d/b/a Cordova Telecom Cooperative for $52,000.
Vote on the motion: 4 yeas, 0 nays, 3 absent (Jones, Guard and Schaefer). Motion was approved.

G. Audience participation -none

H. Council comments -none

I. Adjournment
M/Allison S/Bailer to adjourn.
Vote on the motion: 4 yeas, 0 nays, 3 absent (Jones, Guard and Schaefer). Motion was approved.

The meeting was adjourned at 12:15 pm

Approved: July 3, 2019

Attest: _____
Susan Bourgeois, CMC, City Clerk

DRAFT

City of Cordova
Mayor's Report
June 13, 2019

I have been testifying and communicating with the administration on ferry issues. If we can secure twice monthly service and keep the Cordova-Whittier connection, it will be a big win over what is currently on the table, refer to lobbyist Birney's report in this agenda packet. Looking forward, accommodating the Hubbard in Cordova to support the Cordova-Whittier route will be critical to maintaining adequate off-road service to keep Cordova and Anchorage's economies growing around this critical piece of infrastructure.

We had a joint meeting of CCMC and City Council yesterday and will be following up with the postponed NVE-CCMC-City leadership group meeting to chart a path forward.

I participated in the Northern Edge exercises and encapsulated my perspective on their presence during peak migrations in May in the Cordova Times article. A different timing would be preferable, but there are positive trade-offs. Their visit to Cordova and engagement with fishermen and families via their walkabout and the visiting Search and Rescue demo and helicopter open-house was very successful and welcome.

I worked with the Cordova Fisheries Development Committee (CFDC) to submit several commissioner's permit applications and have follow-up discussions with ADF&G regarding their merit and chances for support. The CFDC met again Sunday evening to discuss and refine requests for new and restored fisheries or commissioner's permits including skate, sea cucumber, octopus, king crab, and black rock fish. Tanner Crab stock assessment, management, and commissioner's permit were also discussed.

This weekend we hosted many visitors from outside Cordova to attend a ribbon cutting ceremony for a grid-scale battery by Cordova Electric Cooperative (CEC) and Copper River Nouveau. Distinguished visitors included Senator Murkowski, Senate Energy and Natural Resources Staff Kellie Donnelly, Senator Sullivan Staff Renee Reeve, Department of Energy staff Dr. Imre Gyuk, Alejandro Moreno, and David Solan, and leadership from Sandia National Laboratories and Pacific Northwest National Laboratories. Senator Murkowski's Chief of Staff Michael Pawlowski and Senator Sullivan's staff Margaret Sharpe and Kate Wolgemuth. We promoted Cordova salmon, community, fisheries, and waterfront infrastructure renovation.

Per council direction, the City Manager's position is being advertised in anticipation of a lengthy process of filling it as they work to provide continuity and a succession plan with manager Lanning.

I will be in Washington, D.C. next week on CEC business and will miss the regular meeting.

Have a great June, Cordova, and keep the fish rolling in.

Respectfully,

Mayor Clay Koplin

June 3, 2019

TO: Mayor Clay Koplin, City of Cordova
FROM: John Bitney
SUBJECT: AMHS lobbyist report

This report on the AK Marine Highway System (SMHS) is to summarize efforts from the past session, describe the current status of the budget, and offer suggestions on where things are going.

The AK Marine Highway System (AMHS) became a major target for budget reductions last session when Governor Dunleavy put forward a budget proposal on Feb. 13th to cut $64 million, which equates to 75% of AMHS's state general funds.

https://omb.alaska.gov/ombfiles/20_budget/Trans/Amend/rdu_334_trans_02-12-2019.pdf

Residents from across the state turned out in **record** numbers to testify at legislative hearings in support of maintaining AMHS service.

The City of Cordova communicated with both the legislature and the administration during the session about AMHS services in Prince William Sound. Communications came from the council and the mayor, through resolutions, letters, and discussion.

My efforts consisted of distributing and vocalizing these written materials to the appropriate state officials. Most communications were done through Cordova's legislative delegation – Rep. Louise Stutes and Senator Gary Stevens. Conversations included staff and legislators on the House and Senate Finance Committees, and also with the Office of the Governor.

In addition to sharing information with state officials in Juneau, I also communicated with the City of Cordova – frequently in direct contact with the Mayor. Legislative hearing notices & news clippings were sent to the City Manager and City Clerk. Also, there

were multiple times individuals from Cordova traveled to Juneau to advocate directly to legislators, and they would stop by my office to discuss these efforts.

Here is where AMHS budget numbers are today…

The state Operating Budget is still pending in the special session in Juneau. Expectations are for a budget to pass within the next week, and then the budget will go to the Governor for final review.

A legislative conference committee assigned to finalize the budget adopted funding for DOT&PF that would reduce AMHS's budget by $44 million - cutting about 50% of the state's general funds in the ferry system.

These budget reductions were primarily negotiated between the Senate and the Administration. Also in these negotiations is AMHS funding in the Capital Budget (SB19). SB19 has passed the Senate, and is pending in the House Finance Committee.

The Senate's Capital Budget adds $17.9 million general funds for AHMS. Of this amount, $14.9 million is for general vessel overhauls, annual certifications, and shoreside facility improvements. Another $3 million is for Tazlina & Hubbard Side Door Installation.

Here's a link to the Senate's version of the Capital Budget. Final action on the Capital Budget is expected later this week in the House Finance Committee.
http://www.akleg.gov/PDF/31/Bills/SB0019C.PDF

These budget numbers reflect steep cuts to the operating budget, but with some capital funding for work at the Ketchikan shipyard to bring on two new vessels.

Going forward…

For Cordova and Prince William Sound, the major concern in the short term is the sailing schedule during the upcoming winter months. The proposal from the governor was to cease all service after October 1.

Our efforts with legislators last session was focused getting at least enough funding in budget to maintain a minimal level of regular service after October 1st.

With the budget numbers proposed now, DOT&PF has stated they can make two round-trips a month between Cordova and Valdez with either the Aurora or the Tustumena. Our communications with DOT&PF and the Governor's Office have been to work with Cordova over the summer to finalize a winter sailing schedule that best meets the community's needs.

In the long term, our goal should be to secure home porting the new Hubbard into Prince William Sound, and have it serve a direct route between Cordova and Whittier. (Please note the Capital Budget appropriations for side-door configurations, which relates to docking in Whittier.)

Last, we will also need to monitor the recommendations of the consultant hired by DOT&PF on the future of AMHS. A report is expected out by mid-October this year, and will play heavily in the budget decisions made next session for ferry service in 2020 – 2021.

Susan Bourgeois, CMC
City of Cordova
Office of the City Clerk
Cordova, AK 99574
601 First Street * PO Box 1210

Phone: 907.424.6248
Fax: 907.424.6000
Cell: 907.253.6248
E-mail: cityclerk@cityofcordova.net

CITY CLERK'S REPORT TO COUNCIL

July 3, 2019 Regular Council Meeting

Date of Report: May 16 – June 26, 2019

Clerk's Office needs Council Feedback on: The Alaska Municipal League annual conference and a great opportunity for training is November 18-22 in Anchorage. I have this on the Pending Agenda and hope that a few of you are interested in attending this time.

Clerk's Office activities:

- Finalized 2 proclamations for James Wiese and James Burton in tonight's packet
- Worked with FDC & Mayor to notice and inform the committee about the June 9 meeting
- Processed Code Supplement 76 – online City Code now updated through Ordinance 1174 enacted April 19, 2019 and effective May 19, 2019
- Prepared agenda and packet for Joint Special Meeting of June 12 & Special Meeting of June 26
- Disseminated the passed/signed/sealed minutes/resolutions from regular meeting of 6-5-19
- Prepared agenda and packet for public hearing and regular meeting of 7-3-19
- Worked with Mayor, Human Resources on the City Manager position posting, now out on City website, in the Cordova Conversation (E-News) and several other employment sites
- Signed City payroll and accounts payable checks
- Deputy Clerk added mill rate into the property tax database, mailed bills on July 1
- Deputy Clerk prepared Mayor's Lunch of June 13, 2019
- Deputy Clerk submitted the State Assessor's new method of reporting tax assessment statistics, an online survey on July 1
- Handled usual vehicle registration renewals as well as titling and registering of new City vehicles
- Worked with Public Works Director and staff in assisting 2 families recently with burials at the Cordova Cemetery, exploring mapping/charting software as new section is now in use and needs to be mapped
- Sometimes I receive the fun phone calls from people coming to visit Cordova – recently directed someone to Cordova Center website http://www.thecordovacenter.com/ and staff as well as Chamber of Commerce site https://www.cordovachamber.com/ and a few local business owners for tours in Cordova
- Assisted a few fish processors/buyers interested in facts/reporting information for new raw fish tax – forwarded to City Code and then to City Manager and Finance Staff for more specific information
- Participated in last-minute healthcare dialogue organized by NVE and led by First Alaskans Institute staff and Board members at Orca Lodge with NVETC, City Council, CCMCA Board
- Received first Cordova Marijuana license application, will be before council for action at the July 17 regular meeting

Office of the
CHAIRMAN & PRESIDENT

June 13, 2019

Mr. Clay Kolpin, Mayor
City Council Members
City of Cordova
P.O. Box 1210 • 601 1st St
Cordova, Alaska 99574

Sent via Electronic Delivery:

Dear Mayor Kolpin and City Council Members:

We invite you to join the Native Village of Eyak and the Alaska Native Tribal Health Consortium (ANTHC) for a program overview and tour of our operations. The Native Village of Eyak operates Ilanka Community Health Center, serving all people of Cordova. ANTHC provides statewide specialty health services for the Alaska Native and Native American people of the Cordova in partnership with the Native Village of Eyak and Chugachmiut. We would appreciate an opportunity to share with the Cordova City council the tremendous opportunities available through a strong partnership with the Alaska Tribal Health System, beginning with the local Tribal government. We would be honored if you would join us at ANTHC in Anchorage to learn more about our programs and services including the significant expansion of our services since the Tribes assumed management of the Alaska Native Medical Center (ANMC).

The Alaska Native Tribal Health Consortium (ANTHC) is a not-for-profit health organization that provides statewide health services in specialty medical care; operates the 173-bed, state-of-the-art ANMC hospital; leads construction of water, sanitation and health facilities around Alaska; offers community health and research services; is at the forefront of innovative information technology; and offers professional recruiting to partners across the State of Alaska.

We would appreciate an opportunity to share our programs and operations with you. To arrange a date and time to meet, please contact me at:

Roald Helgesen, CEO and Administrator
Alaska Native Tribal Health Consortium
4000 Ambassador Drive
Anchorage, Alaska 99507
rhelgesen@anthc.org
(907) 729 – 1900

Thank you and we look forward to an opportunity to showcase Tribal health services in Alaska.

Sincerely,

Darrel Olsen

Darrel Olsen Chairman
Native Village of Eyak

Andy Teuber
Chairman and President
Alaska Native Tribal Health Consortium

Pc: Robert Henrichs, Chairman, ANMC Joint Operating Board
Jan Vanderpool, Executive Director, Chugachmiut
Roald Helgesen, CEO & Administrator, ANTHC

ALASKA'S
PRINCE WILLIAM SOUND
ECONOMIC DEVELOPMENT DISTRICT
Chenega Bay Cordova Tatitlek Valdez Whittier

MISSION
Foster economic growth and responsible development in the Prince William Sound region and serve as a forum to advance regional economic issues, sustainable development, and stewardship of the Sound.

BOARD OF DIRECTORS

President
vacant

Vice President
Mayor Dan Blair
Individual

Treasurer
Patience Andersen Faulkner
Individual

Secretary
Mike Wells
Valdez Fisheries Development Foundation

Larry Evanoff
Native Village of Chenega

Jim Hunt
City of Whittier

Alan Lanning
City of Cordova

Ricky Kompkoff
Tatitlek Corporation

Nanci Robart
Native Village of Tatitlek

ADMINISTRATIVE OFFICE:
Prince William Sound Economic Development District
610 East 5th Avenue, Suite 104a
Anchorage, Alaska 99501
(907) 222-2440

pwsedd@gmail.com
www.pwsedd.org

June 13, 2019

The Honorable Clay Koplin
City of Cordova
601 First Street
Cordova, Alaska 99574

Dear Mayor Koplin:

The future of the Alaska Marine Highway remains tenuous. However, with the passage of the operating budget, we now have some sense of the reduction the AMHS will need to absorb for FY2020. The reduction of approximately $38 million will undoubtedly impact ferry service between Prince William Sound communities as well as throughout the system.

In 2017, PWSEDD responded to an open call by the National Association of Development Organizations (NADO) seeking rural transportation projects to be part of a research project funded by the U.S. Department of Agriculture Rural Development agency. PWSEDD submitted the concept of a regional day ferry. NADO accepted the project.

Over the past 18 months, NADO staff has visited the region, conducted research, and catalogued possible funding sources. The result of this work is summarized in the enclosed report, "Regional Mobility in Prince William Sound."

The report is not prescriptive. However, it does identify how other rural and some urban communities have organized and funded both ferry and surface transportation projects. It also identifies processes for defining system features and possible funding sources.

Statewide reform efforts continue on two fronts:

<u>AMHS Economic Reshaping</u>
A review commissioned by the Governor's Office is currently underway. The report on that effort (AMHS Economic Reshaping) is due by October 15, 2019. Several scenarios in the scope of work for this project envision piecemealing routes through contracting or privatizing, as well as divesting low volume routes and associated assets; and

<u>Statewide Reform Initiative</u>
This is an ongoing effort, under the direction of The Southeast Conference. After several years of study, the reform initiative calls for the system to shift to an enterprise corporation of the state. Legislation was introduced last session to this effect; however, no action was taken by the legislature.

- m o r e -

PWSEDD seeks to convene a transportation summit this fall. The purpose of the summit will be to gather input from community leaders, transportation providers, and citizens in advance of developing a scope of work for updating the Prince William Sound Area Transportation Plan. PWSEDD advocated for this plan to be fast-tracked by the Alaska Department of Transportation due to the dated nature of the current plan, imminent changes with the ferry system, and a growing portfolio of local transportation projects. The plan was included in STIP amendment #3 and is moving forward.

Additionally, this summit will provide an opportunity for discussing regional solutions for ferry service, a strategy for responding to the AMHS Economic Reshaping recommendations, and likely ongoing reductions in service under state governance.

I hope you will share this report with your councilmembers, key staff, and other stakeholders in your community. If you would like me to speak to the report at an upcoming council meeting, I would be happy to do so. Given budgetary constraints, I most likely would have to tele- or video-conference in for this presentation.

Reliable and affordable transportation is a building block for a healthy economy. The Prince William Sound region is being impacted by a number of factors that are altering the availability and cost of transportation. Given that high transportation costs have long been a factor impacting the cost of doing business and the quality of life in the region, it behooves us all to seek long-term, viable solutions to maintain and expand transportation options in the region.

Sincerely,

PRINCE WILLIAM SOUND
ECONOMIC DEVELOPMENT DISTRICT

Wanetta Ayers
Executive Director

Enclosures

dc: PWSEDD Board of Directors

Regional Mobility in Prince William Sound

June 2019

Report prepared for:

- Prince William Sound Economic Development District
- U.S. Department of Agriculture Rural Development

Report prepared by:

National Association of Development Organizations (NADO) Research Foundation

Abstract

Prince William Sound is an economically important body of water in Alaska that ties together five communities served by the Prince William Sound Economic Development District. Each community has its own economy, trends, and mobility needs, but they all share a community and economic development need to be connected to the rest of the state and beyond, to access markets and essential services, and to allow for the movement of people and goods. The communities have different transportation assets, including roads, rail, ferry service and other water transportation, commercial air service and general aviation, and pipelines. Ferry service plays an especially important role in regional mobility, providing transportation for workers, tourists and other visitors, residents, and businesses. It connects communities around the Sound to one another and, by road and rail, to Anchorage.

This report summarizes stakeholder feedback about the uses and significance of ferry service in Prince William Sound. It also offers information on comparable ferry services in other jurisdictions, including institutional and operational considerations. These examples may prove instructive to stakeholders, in the region and across the state, as they consider reforming and transforming ferry service. Potential funding sources and information on eligibility is summarized, and provided as an appendix, which may guide the consideration of plans for future ferry service. With future regional transportation planning efforts likely to occur, this report also includes information on rural public involvement and stakeholder mapping techniques.

Acknowledgements

The National Association of Development Organizations (NADO) Research Foundation would like to extend deep and sincere thanks to the Prince William Sound Economic Development District, including its members and staff. Executive Director Wanetta Ayers provided significant effort to make connections to local leaders and stakeholders and provide information about the region and its transportation needs. Joselyn Billoon, Alaska Department of Transportation, provided important context on statewide transportation issues and planning. Many individuals in area local governments, institutions and businesses, and residents also generously gave their time to talk with the research team about transportation needs. These contacts are not listed individually here because their responses are generally aggregated in this report, but their time is much appreciated, and the information was invaluable to understanding how location affects commute options and business models.

This report was authored primarily by NADO Associate Director Carrie Kissel and NADO Graduate Fellow Annie Dixon. Work was conducted under a contract from the United States Department of Agriculture Rural Business Development Grant Program. Any opinions, findings and conclusions, or recommendations expressed in this publication are those of the authors and do not necessarily reflect the views of the funding agency. Any mention of a specific company, product, or service in this report does not constitute or imply an endorsement by the research team.

Contents

Abstract 2
Acknowledgements 2
Introduction 3
Stakeholder Input 4
Literature Review 5
Municipal Port Authority: Inter-Island Ferry Authority 7
Transit Case: Joint Operations in Sitka 9
Local Government-run Ferry 10
Transit Agency-operated Ferry 10
Transit Authority Public-Private Partnership 11
Tribal Ferries 12
State Agency 13
Quasi-Public Agency 14
Other Institutional Structures 15
Potential Funding and Financing Programs 16
Public Participation in Regional Rural Transportation Planning 18
Mapping Partner Relationships and Connecting to Economic Development 19
Conclusions 21

Introduction

Prince William Sound is an economically important body of water in Alaska that ties together five communities served by the Prince William Sound Economic Development District (PWSEDD). Each community has its own economy, trends, and mobility needs, but they all share a community and economic development need to be connected to the rest of the state and beyond, to access markets and essential services, and to allow for the movement of people and goods. The communities have different transportation assets, including roads, rail, ferry service and other water transportation, commercial air service and general aviation, and pipelines. Ferry service plays an especially important role in regional

mobility, providing transportation for workers, tourists and other visitors, residents, and businesses. It connects communities around the Sound to one another and, by road and rail, to Anchorage.

The PWSEDD service area includes five communities, Chenega, Cordova, Tatitlek, Valdez, and Whittier, which are located on Prince William Sound, a body of water off the Gulf of Alaska. The Valdez-Cordova Census Area includes all five communities of the PWSEDD, as well as several other communities that are not located on Prince William Sound. In 2010, the total population of the Valdez-Cordova Census Area was 9,636, of which 5,143 (53.4 percent) were male and 4,493 (46.6 percent) were female. The racial composition of the census area population is: white – 74 percent, American Indian or Alaska Native – 13.6 percent, Asian – 3.7 percent, African American – 0.5 percent, and two or more races – 7.2 percent.

Hispanic or Latino residents of any race made up 3.6 percent of the region's population.[1] The Valdez-Cordova Census Area's foreign-born population is estimated to be 458. Foreign-born residents are estimated to be from the following regions of origin: Asia – 33.4 percent, Oceania – 22.5 percent, Latin America – 21.6 percent, North America – 12.2 percent, Europe – 10.3 percent. The region has an estimated 1,118 individuals, or 12.2 percent of the total population, who have a disability. This includes 6 percent of children under age 18, 10.1 percent of adults aged 18 – 64, and 36.3 percent of adults over 65.[2]

Major industries in the Prince William Sound EDD region include oil and gas production and distribution; seafood harvesting, production, and processing; tourism and outdoor recreation; and maritime transportation and services.[3] These industries provide essential employment and business ownership opportunities for the region's residents. For example, numerous commercial fisheries are based in the region, including many small, family-owned businesses, whose livelihoods are intertwined with that of the region.[4] A large influx of seasonal employees also participate in the regional economy. Representing the region's connection to a larger labor-shed, one large seafood processor, Trident Seafoods, has two shore plants in Cordova that process salmon with a combined peak seasonal employment over 500 workers. Transportation to Alaska and housing in a dormitory are available to workers from outside the region who complete the terms of their work agreement.[5]

Stakeholder Input

Through phone calls, site visits, and email interaction that occurred between late 2017 through early 2019, the research team collected qualitative information from area businesses, local government staff and officials, and transportation users including school systems and residents within the Prince William Sound region. Stakeholders mentioned mobility needs tied to rural development and quality of life.

Business stakeholders and residents mentioned access to essential goods services that require reliable, affordable mobility options. For households, completing health appointments and conducting household

[1] U.S. Census Bureau. Census 2010. American FactFinder, factfinder.census.gov.
[2] U.S. Census Bureau. 2013 – 2017 American Communities Survey Estimates 5-year Estimates, https://factfinder.census.gov
[3] Prince William Sound Economic Development District (PWSEDD) (2016). Sound Opportunities: Economic Growth in the Prince William Sound Region.
[4] Copper River Prince William Sound Marketing Association, https://www.copperrivermarketing.org/
[5] Trident Seafoods (n.d.). "Our Plants: Trident Seafoods Shoreside Processing Facilities," https://www.tridentseafoods.com/Our-Story/Our-Plants

shopping for items not available within the Prince William Sound region were best completed by ferry when possible, due to the price difference between traveling by air or water. Household trips with a car raise the cost of ferry ridership, due to the need to pay for the car driver as a ferry passenger as well as for the vehicle itself. However, this option can simplify completing errands and trip-chaining to multiple sites. This is more difficult and expensive when individuals must fly outside the Prince William Sound region to other areas, primarily Anchorage. Ferry service was reported as essential to the reliable and affordable movement of children and families for school events, including enrichment and sporting events at communities within and outside of Prince William Sound. Ferry service also plays an important economic role in supporting movement of seasonal workers such as those working in fisheries-related jobs, as well as an option to move product to market cost effectively.

Stakeholders report that they appreciate having access to both ferry and air transportation, although cost and reliability both present concerns. Ferry transportation has usually been less expensive than flying in and out of commercial airports in the region. However, ferry transportation has been unreliable at times, with regular maintenance periods changing the schedule for part of each year, intense weather events causing planes to be grounded, and certain ferry vessels to be periodically unable to operate on their regular schedule.

This feedback from Prince William Sound stakeholders matches that about the Alaska Marine Highway System (AMHS) from stakeholders around the state. The 2019 AMHS Economic Impact Report presents stakeholder quotes that reflect the significance of ferry service to recruiting and retaining employees and accessing a larger labor shed, retaining businesses and jobs in the region, and maintaining population.[6]

Due to the limited transportation access in the region, with few or no roads connecting communities, long distances, and expensive travel options, the Alaska Marine Highway System has provided a critical mobility option for residents and businesses in the Prince William Sound region. Because of funding and operational constraints of the statewide system, the region is exploring whether regionalization of the ferry service would provide any additional options, or if reforms to the statewide system offer new opportunities to improve service in the Sound while optimizing service statewide.

Literature Review

Currently, stakeholders in Alaska are undertaking the AMHS Reform initiative to consider institutional and financial alternatives to the existing AMHS structures. The reform initiative has identified a need to stabilize funding and grow revenues in order to plan for consistent operational schedules. A primary finding of the initiative is to transition AMHS from a line agency to a public corporation. Public support of the ferry system is expected to be a necessity, since the cost of operations cannot be entirely recovered by farebox revenues under the scenarios modeled in the reform initiative.[7] The reform

[6] McDowell Group (2019). The Economic Impacts of the Alaska Marine Highway System, http://www.amhsreform.com/sites/amhsreform.com/files/House%20Informational_SEC_McDowell%20Group%20AMHS%20Impacts%202.5.19.pdf

[7] Elliott Bay Design Group (2017). AMHS Reform Phase Two Report, http://www.amhsreform.com/sites/amhsreform.com/files/AMHS%20Reform%20Phase%202%20Report%20Rev%20%28wAppendices2%29.pdf

initiative makes recommendations about increasing revenue from working with the tourism sector and freight transportation. Operations optimization and labor relationships recommendations provide opportunities to further reduce costs. Other non-operating sources of revenue have been explored, including bonding, land grants, capital endowments, real estate leases, a transportation improvement district, and other sources.[8] In 2019, the state of Alaska is seeking the services of a consultant to analyze options to reshape part or all of AMHS service, which may guide the implementation of any reform recommendations.[9]

The statewide reform initiative provides information on improvements that would benefit the entire state. However, even a reformed system might not provide for the level of service desired by stakeholders in Prince William Sound. To provide alternatives to relying on a statewide system, the research team conducted a search of literature related to providing ferry service, including reviewing online and print resources and conducting email and telephone interviews when possible. Many different institutional arrangements exist for ferry operation and governance. This includes developing a municipal port authority under Alaska state statute; joint agreement; and state, regional, and local institutions. Aside from the Inter-Island Ferry Authority, other examples of ferry and transit service in places comparable to Prince William Sound in terms of community size or route distances, were little known. The research team reviewed information relating to the following institutional structures (* indicates that short case information follows):

Municipal Port Authority	• Inter-Island Ferry Authority*
Joint Operation of Transit	• The RIDE in Sitka (transit rather than ferry service)*
Department of Public Works	• Pierce County Ferry*
Transit Agency	• Kitsap Transit* • Beaver Island Transit Authority/Boat Company*
Tribe	• Colville Tribe* • Chemehuevi Tribe*
State Agency	• Massachusetts Bay Transportation Authority* • Washington State DOT
Other	• Casco Bay Ferry (quasi-municipal nonprofit corporation)* • Fishers Island Ferry District*

[8] Elliott Bay Design Group (2017).

[9] State of Alaska, Department of Transportation & Public Facilities (2019). Informal Request for Proposals: Alaska Marine Highway System Economic Reshaping Consultant, http://www.amhsreform.com/sites/amhsreform.com/files/RFP%202519S079%20AMHS%20Economic%20Reshaping%20Consultant%20%26%20Attachments.pdf

	• San Francisco Water Emergency Transportation Authority (runs SF Bay Ferry)* • Steamship Authority
Private company	• Boston Harbor Cruises/City of Salem
Nonprofit	• Augusta Ferry

Municipal Port Authority: Inter-Island Ferry Authority

In Southeast Alaska, the Inter-Island Ferry Authority (IFA) operates daily ferry service between Ketchikan and Hollis, Alaska, on Price of Wales Island. IFA was established in 1997 under the Municipal Port Authority Act and began service in 2002. IFA's member municipalities include Craig, Klawock, Hydaburg, Thorne Bay, Coffman Cove, and Wrangell; previously Petersburg was also a member but withdrew in 2012.[10]

The six member communities each have one seat on the IFA board of directors, along with one at-large position. IFA is staffed by about 28 people, including a four-person leadership team consisting of the executive director, operations manager, financial manager, and terminal manager. IFA owns two vessels, M/V Stikine (the primary vessel) and M/V Prince of Wales (used as a back-up during maintenance). The second vessel was procured when IFA was planning to establish a northern route between Coffman Cove, Wrangell, and South Mitkof, so its member communities would be connected to a regional transportation network.[11]

IFA's farebox recovery rate on its operating expenses is around 85 percent.[12] IFA also receives funding through the Alaska Department of Transportation, including Federal Transit Administration 5311 rural transit funds and Federal Highway Administration Ferry Boat Program funds. A grant from the Department of Veteran's Affairs supports travel for veterans using the ferry for medical trips. Other programs such as Medicaid support for non-emergency medical transportation also support eligible riders' fares and allow them to access essential services. Some funding programs require match which cannot come from passenger fares.[13]

Takeaways for Prince William Sound stakeholders: If communities in Prince William Sound decide to pursue a regionalized ferry service through the Municipal Port Authorities Act, stakeholders will need to consider issues that may differ from IFA as well as lessons learned, including the governance structure, relationship to AMHS service, and ability of governments and partners to support ferry operations from local, state, federal, and other funds.

[10] Dennis Watson (2012). "The Inter-Island Ferry Authority from concept to the present"
[11] Personal communication with Dennis Watson [12]
Inter-Island Ferry Authority By the Numbers 2016,
http://www.raincoastdata.com/sites/default/files/IFA%20publication%202016%20Final%20Feb%208.pdf [13]
Personal communication with Dennis Watson

Governance: All five of the PWSEDD member communities receive benefit currently from having ferry service, but its effects are different for communities that have roads in comparison to communities without roads. This might affect the governance structure and policies that are adopted by a municipal port authority. In current statute, tribes and other communities that are not organized as municipalities cannot lead the effort to establish a municipal port authority; but parallel language can be adopted by multiple municipalities to create a regional authority. Governance structures could be developed to ensure participation by entities that are not municipalities. Alternatively, a legal change could be sought from the state legislature to expand eligibility to federally recognized tribes.

The act requires that enabling ordinances be adopted by voters in the municipalities proposing to form and join the port authority, and that the board of directors composition, appointment or election process, and terms of service be clear in the ordinance.[12] Because the composition of the board is left up to determination in the enabling ordinances, the statutory language may not prevent the local ordinances from providing for board participation from communities that are not organized as municipalities. This might be accomplished by the appointment of at-large directors, or a provision that members or governing councils of non-municipal communities could adopt a resolution in support of the enabling ordinance in order to participate in the port authority.

The governing board is tasked with appointing a CEO and adopting bylaws consistent with its enabling ordinance, including board meetings; any compensation for serving on the board; any committees; duties and tenure of officers, directors, and the CEO; procedures for adopting regulations and bylaws; and reporting and financial statements.[13]

Development plan: The act also requires that municipal port authorities submit a development plan to its governing body prior to beginning any construction or acquisition of a project, and all such projects must be included in the development plan.[14]

Relationship to AMHS service: IFA was formed in response to cuts to AMHS service that left the region underserved. Before deciding whether to provide ferry service through regional port authority in Prince William Sound, stakeholders should consider similarities and differences with IFA and its service area. For instance, AMHS service in southeast Alaska feeds some travelers to the IFA route because of their connection at Ketchikan. This has been a successful relationship for IFA's Hollis – Ketchikan route. IFA's northern route was planned to connect to a new AMHS route that was never implemented due to budget hardship at the state level, and the IFA northern route ended up being unsuccessful.[15]

Any new regional service in Prince William Sound would have a different operational relationship with AMHS than IFA does. If AMHS continued to serve the Sound with some ferry service, even on limited days or seasons, the regional service would operate in competition. If AMHS ceased to serve the region entirely, regional service would not have the benefit of sharing passengers or facilities with AMHS, the way IFA does at Ketchikan.

[12] AS 29.35.600 - 29.35.730
[13] AS 29.35.600 - 29.35.730
[14] AS 29.35.600 - 29.35.730
[15] Dennis Watson (n.d.) "The Inter-Island Ferry Authority from concept to the present"

Financial stability: IFA is currently operating in a position of relative financial stability, with a high rate of cost recovery for its operating costs. However, management reported that the operation is about as lean as can be, so any future reduction in funding or unexpected expenses would be challenging to offset. Also, continuing to operate and maintain two vessels with just one route offers reliability to the system, due to the availability of a back-up vessel during maintenance periods, but is very expensive. Over the long term, IFA may not be able to maintain the second vessel.[16]

The Municipal Port Authority Act clarifies that port authority owns its own debt, to be met with its assets or revenue, while the state and municipalities are not liable for the debts. However, IFA's current financial outlook might look very different without having had past support from the state to pay down its debt, including debt related to financing vessel acquisition. This level of state support might be less likely for any new regionalized services, particularly in times of concern over the state budget and revenues. Without a high level of state support for those necessary capital investments, regional ferry service might still be able to start up and operate successfully, but its path to self-sufficiency would likely look different from IFA's. This might require more investment from within the region.

Municipal port authorities themselves are not taxing authorities, but they can receive assets from the state, municipalities, private organizations or other entities. Municipal port authorities can lease or sell a project, which might allow for the generation of some revenue through a leasing arrangement with an outside entity.[17]

Transit Case: Joint Operations in Sitka

In Sitka, public transit is provided through agreements among multiple entities, including a nonprofit, the Sitka Tribe, and the local senior services agency. This institutional arrangement allowed the partners to capitalize on their various strengths and prior experience, as well as provide access to diverse funding sources.

Public transit service began in 2002. The nonprofit Center for Community (CFC) serves as the lead administrative agency and contracts with the Sitka Tribe of Alaska (STA) to operate fixed route service known as the RIDE (formerly called the Community RIDE). Six vehicles are used on three routes. Four of the vehicles are owned by CFC and operated by STA, while the other two transit vehicles and a snowplow truck that is used to clear snow from transit stops and facilities are owned and operated by STA. CFC is eligible to receive FTA 5310 and 5311 funding to support capital and operating expenses, which support the contracts for service. STA is also eligible to receive FTA 5311 Tribal and BIA Tribal Transportation funds, which have supported transportation on the route known as the Green Line, which is open to the general public regardless of Tribal affiliation but serves Tribal housing, medical, and educational facilities on the route. CFC contracts with Southeast Senior Services to provide paratransit services; although funding for operating and administrative expenses is provided through CFC, Southeast Senior Services obtains its own grants for capital purchases of paratransit vehicles.

Financial stability of the services has been challenging at times, particularly as grant allocations have changed. Tribal and non-Tribal sources continue to provide funding. The City and Borough of Sitka have provided some funding and in-kind donations such as fuel and maintenance support service. However,

[16] Personal communication with Dennis Watson

[17] AS 29.35.600 - 29.35.730

maintaining balanced local government and school district budgets has been challenging, with proposed reductions in personnel and services as well as deferred maintenance in recent years.[18]

Takeaways for Prince William Sound stakeholders: Although not specific to ferry transportation, this case demonstrates a successful method of dividing responsibilities to provide transportation. Each of the transit partners in Sitka has different strengths, and they can access different funding sources. The partnership approach allows the entities to capitalize on all these opportunities.

Local Government-run Ferry

Pierce County Ferry (Washington)

The Pierce County ferry travels between Steilacoom and Anderson and Kertron islands. It is run by the Pierce County Department of Public Works. The ferry receives funding from the county road fund, federal and state dollars including FTA 5307 (urbanized area funds), and fare revenue. The farebox recovery is not high enough to support operation of the ferry, so it receives subsidy from state and federal grants. The vessels and facilities are owned by Pierce County, but employees are contracted out and hired from a chosen company. During the summer season, many tourists use the service, but many locals also use the ferry to go to work on the mainland. The board of directors include at least three representatives of Pierce County including a representative of the airport and ferry facilities wing, Deputy Director of the Department of Public Works, and the Director of the Department of Public Works. The board also has representatives from the Anderson Island Citizens' Advisory board. There is no competition from other ferry services. Neither Anderson Island nor Kertron Island have bridges that connect to the mainland by road, so the ferry is the only connection service. Consequently, the ferry has high ridership, including by older adults and disabled individuals, although staff report that the ferry does not receive FTA 5310 funding.[19]

Takeaways for Prince William Sound stakeholders: This case shows how a local government could take on an ownership role in a ferry system, making it eligible to receive federal and state funding. Operation of the ferry occurs by contract. If this model were adapted to Prince William Sound, it might be possible to take advantage of workforce development efforts by the Native Village of Eyak or others to train individuals from the region, which may make it possible to form a local enterprise with the capability to operate a ferry that was owned by one or more municipalities or a municipal port authority.

Transit Agency-operated Ferry

Kitsap Transit

Kitsap Transit is a publicly owned transit service established in 1982 (Public Transportation Benefit Area Authority, which allows for the collection of a local option sales tax to support transportation). Kitsap Transit operates buses, a carpool program, a vanpool program, and two types of ferries (fast and foot).

[18] Public Transportation in Sitka, Alaska: https://ridesitka.wordpress.com; Sitka Public Transit-Human Services Transportation Coordinated Plan for 2015 – 2019; and http://www.cityofsitka.com/government/departments/finance/index.html

[19] Personal communication with Pierce County Transit Staff; also https://www.co.pierce.wa.us/1793/Ferry

There is a ten-member Board with nine elected officials and a non-voting member (labor union representation). There are three members of the legislative body of Kitsap County; the mayor of Bremerton; the mayor/member of city council for Bainbridge Island, Port Orchard, and Poulsbo; a member of the Bremerton City Council; and an at-large member chosen by the Transit Board Chair. There is also a Citizen Advisory Committee comprised of ten different areas/groups. Kitsap Transit offers monthly passes and offers fast ferry, foot ferry, carpool, vanpool, and bus services. The ferry receives financial support from a .3 percent sales tax for ferry expenses only and part of a .8 percent sales tax for transit, which arose from the passing of a referendum. The fast ferry has operated for only one year, as of 2018.[20]

Takeaways for Prince William Sound stakeholders: This case shows the benefits of a local source of revenue in ensuring adequate ferry service to the region. Public Transit Benefit Authorities are enabled in Washington State statute at a rate of up to .9 percent and must be adopted by voters. In Alaska, municipalities are permitted to set their own sales tax rates, but there is no legal provision for a portion of that tax to be dedicated to transportation.

Governance of the agency is representative of the localities in the region, and the citizen's advisory committee ensures local input into the planning and operation of the ferry adopted by the board.

Transit Authority Public-Private Partnership

Beaver Island Boat Company and Beaver Island Transit Authority (Charlevoix, MI)

The Beaver Island Boat Company (BIBCO) started in 1984 with local residents of Beaver Island and Charlevoix, MI purchasing stock (individuals without property on either the island or in the city were discouraged from purchasing stock in the company via higher stock prices) when a private owner could no longer support the two ferries going to Beaver Island. A group of individuals in the Charlevoix/Beaver Island area then formed a company and sold about 60,000 shares of the company to residents at $100/share. This revenue helped the newly formed company purchase the two boats from the previous owner and start the service.

In 1992, the Beaver Island Transportation Authority (BITA) formed as a public transit authority for two reasons. A transit authority would be eligible for more grants from federal and state sources than a private company, and since the transit authority movement was young, there was wariness of public private partnerships with no oversight of contracted companies. When the BITA was operating full steam, BITA and BIBCO partnered to apply for grants to fund the purchase of a vessel known as the Emerald Isle. The township in Charlevoix, MI started the transit authority and makes free appointments to its board of directors. The transit authority receives FTA 5311 dollars from Michigan's state allocation.

The service transports cars, motorcycles, bikes, and passengers to and from the island. The Beaver Island Transportation Authority owns a vessel that it helped the Beaver Island Boat Company service acquire to keep up with demand. According to the BITA website, the Michigan Department of Transportation Act 51 provides financial support for the service. BIBCO retains all revenues and pays BITA the local match of fifty percent for operating assistance and ten percent for capital grants. BITA receives state money and

[20] Personal communication with Darell Brian and Sanjay Bhatt; also http://www.kitsaptransit.com/agencyinformation/about-us

pays for half of BIBCOs fuel. When BIBCO requires upgrades or fleet evaluation, it applies with BITA to receive money from the ferry boat discretionary fund.

The ferry competes for passengers with two airlines that serve the island. There is also a freight barge that distributes freight to the island. But the ferry is the only reliable service for moving vehicles to Beaver Island. The ridership typically splits at a 65:35 ratio of tourists to locals, but the service helps locals in several ways. Local businesses benefit from the transport of passengers and freight that BIBCO provides, and locals may purchase tickets in the off-season to use during peak season when fares are higher.[21]

Takeaways for Prince William Sound stakeholders: This case accounts for investment by local stakeholders in the system, ensuring that the system is responsive to the needs of locals. It also demonstrates a public-private partnership model, where the public transit agency is eligible for funding that a private corporation would not be. If such a model were borrowed, the private sector partner could be organized as a cooperative, allowing for governance by the member-owners.

Tribal Ferries

Colville Tribe Inchelium Ferry (Washington)

The Colville Tribe operates a free ferry, the *Columbia Princess*, between Inchelium and Gifford on Roosevelt Lake (Columbia River) on the eastern side of the reservation. The ferry operates seven days per week between 6:30 a.m. and 10:00 p.m. The tribe operates the ferry under a Public Law 93-638 contract. One round trip takes approximately 30 minutes. The ferry began operation in 1982. The Bureau of Indian Affairs (BIA) owns the ferry vessel, and the Colville tribes operate it. The ferry replaced an old barge that could not meet the vehicle capacity needs of the area. The BIA acquired money to construct a new ferry. The ferry cost $28 million when purchased. In the past, the tribe has received Indian Reservation Road funding, which the Tribal Transportation Program has now replaced. The tribe recently received $940,000 in Ferry Boat Discretionary funds to construct a new dock facility. The tribe receives money from the BIA and state DOT for operating the ferry. The Colville tribes are in the process of applying for a Consolidated Grant through the State of Washington to update some equipment.

The Confederated Tribes of the Colville Reservation has a business council that serves as the board. The Confederated Tribes of the Colville Reservation coordinates between many partners offering a variety of services, including Inchelium Ferry. The reservation has four legislative districts. Each district has a representative of the legislative district (except Keller) on the business council. The council also includes a Vice-Chairman of Health & Human Services Committee Chair (Nespelem District Representative), Tribal Government Committee Chair (Inchelium District Representative), Community Development Committee Chair (Nespelem District Representative), Management and Budget Chair (Keller Representative), Employment & Education Committee Chair (Inchelium District Representative), Natural Resources Committee Chair (Keller District Representative), Culture Committee Chair (Omak District Representative), Omak District Representative, Chair for the Tribal Government (Omak District Council

[21] Personal communication with BIBCO staff; also https://www.beaverislandtransportationauthority.com/; https://www.bibco.com/about-us/our-history/

Representative), Chairman (Nespelem District Representative), Law & Justice Committee Chair, Veterans, (Inchelium District Representative), and Secretary (Omak District Representative). Every year, seven new members replace seven members of the council.

There is another state-run ferry service nearby, but it does not compete with the tribal-run ferry. When the ferry closes at 10 p.m., a bridge 45 miles from the ferry route is the only option.[22]

Chemehuevi Indian Tribe's Havasu Landing Resort and Casino (Arizona/California)

The Chemehuevi Indian Tribe operates a ferry service on Lake Havasu connecting California and Arizona. The ferry is connected to a consortium of businesses including a marina, casino, resort, and more. The Chemehuevi Tribe owns and operates all the services, and the resort and casino split the cost of the ferry. The tribe has a council and executive committee that help oversee the consortium of businesses. The executive committee consists of a chairman, vice chairman, and secretary/treasurer. The tribe originally received several federal grants including grants to use specifically on the ferry. The ferry opened with the casino. It is unknown if they currently receive grants. The ferry travels 3.1 miles in about 18 minutes for a $2 round-trip fare. The ferry comes every hour and only carries passengers. Tenants, tribal members, and guests of the resort use the ferry service. The tenants serve as an additional form of income for the ferry. The tribe owns a parking lot on the Arizona side of Lake Havasu and charges residents of the California side to leave their vehicles on the Arizona side while riding the ferry back to California to their homes. The fare also helps support the operating costs of the ferry. There is no other ferry service in competition with the Lake Havasu ferry. The Chemehuevi Indian Tribe has already broken ground on a second casino/hotel combination set to open in 2019.

The ridership includes locals traveling to Lake Havasu City, AZ for goods and services, residents of the resort/casino goers, and schoolchildren. After a closure of a school in Havasu Lake, CA, an arrangement between the school corporation in Lake Havasu City, AZ agreed to allow the California students to attend school in Lake Havasu City schools. School children elementary through high school took the ferry twice daily across Lake Havasu to attend school.[23]

Takeaways for Prince William Sound stakeholders: These two cases operate with much shorter distances than travel within Prince William Sound, but they offer examples of tribal entities operating ferry services and accessing funding to support a combination of capital and operating expenses.

State Agency

Massachusetts Bay Transportation Authority

The Massachusetts Bay Transportation Authority provides several transit services including a ferry with several routes. The ferry travels to several locations around the bay area and operates under the guidance of two boards: The Massachusetts Department of Transportation and Fiscal Management and

[22] https://www.fhwa.dot.gov/tribal/tribalprgm/govts/colville.htm; https://www.colvilletribes.com/transit-inchelium-ferry/

[23] Personal communication with Human Resources of Havasu Landing Resort and Casino; also http://www.havasulanding.com/ferry.html; https://nativetimes.com/current-news/49-life/people/3536-ferryeases-commute-for-students-in-lake-havasu

Control Board. The governor established the Fiscal Management and Control Board early in his term when the entire public transportation system was experiencing financial hardship and disorganization.

The secondary board of finances appears to be dedicated to systematic reform of the MBTA while the MassDOT must cater to the needs of the state. The fiscal board has five members, and three are also members of the Massachusetts Department of Transportation (11 members). All board members are appointed by the governor. In 2018, the MassDOT board consisted of a chair, former lawyer, former transit consultant, former mayor of Braintree, former director of finance and treasury, former director of business council, and representatives of the police department, department of public works, school district, and Harvard Kennedy School. Customers may purchase individual tickets, monthly passes for the ferry, or monthly pass for all Massachusetts Bay Transportation Authority services.

In a 2012 report on funding, the MassDOT identified the FWHA Ferry Boat and Terminal Facilities Program, Seaport Advisory Council, MBTA capital funds, Steamship Authority Funding, and Municipal Funding as potential sources. MassDOT also reported a farebox recovery of 58 percent of total operating costs. A goal of the 2017 strategic plan was to generate $100 million in non-fare in-house revenue with three strategies: Drive up advertising income using technology; Aggressively pursue real estate projects to drive both ridership (through Transit Oriented Development) and revenue; Increase parking revenue by optimizing both supply and pricing. The MBTA has also received grants for climate resiliency and homeland security. The MBTA finance board implemented a “lockbox” policy where a portion of state allocations immediately were placed in a lockbox to be used only for capital expenditure, which shifted allocated dollars away from operating costs.[24]

Takeaways for Prince William Sound stakeholders: This case presents potential opportunities to raise revenue from sources beyond passenger fares by analyzing assets that MBTA has or could have which might be monetized. Although these assets and monetization opportunities might not be the same for Prince William Sound due to limited availability of land, for instance, asset identification might assist with developing other ideas to generate revenue to support ferry service.

Quasi-Public Agency

The Steamship Authority (Massachusetts)

The Steamship Authority serves Cape Cod, Nantucket, and Martha’s Vineyard and arose from legislation from Massachusetts as a quasi-public agency. It is the only ferry service that provides year-round ferry service to Martha’s Vineyard. It is also the licensing authority for passenger carrying vessels. Sean Driscoll, communications manager at The Steamship Authority, described the authority as a hybrid between a ferry service and port authority, and a lifeline to the island. The service has a high farebox recovery rate that supports its operations (ticket fares and the sale of concessions). The authority receives no state or federal funding and did not require large capital purchases when the authority formed in 1960 from a multitude of existing services. If it has deficit years, the service solicits money from taxpayers. It has limited competition as it is the only ferry that carries cars to the island, however other companies are competition for passengers. The board of directors has five members consisting of a Nantucket resident appointed by the Nantucket County Commissioners; a Martha’s Vineyard resident appointed by the Dukes County Commissioners; a Falmouth resident appointed by the

[24] https://www.mbta.com/

Falmouth Board of Selectmen; a Barnstable resident appointed by the Barnstable Town Council; and a New Bedford resident appointed by the Mayor of New Bedford, with the approval of the New Bedford City Council. There is also an advisory council consisting of representatives from Barnstable; Fairhaven; Falmouth; Nantucket; New Bedford; Oak Bluffs; and Tisbury.[25]

Takeaways for Prince William Sound stakeholders: This case presents a governance model with a small board of directors, like IFA, that represents the communities that use and support the ferry service. However, it would likely be difficult to borrow the model of seeking extra taxpayer support in deficit years, as local governments in Alaska seem likely to experience funding constraints that would make it difficult to supply funding for a service that was not budgeted in advance and on a consistent basis.

Other Institutional Structures

Fishers Island Ferry District (New York)

The Fishers Island Ferry District includes ferries and charters traveling between Connecticut and Fishers Island, NY. The ferry accommodates passengers, bicycles, freight, and commercial vehicles including semi-trucks, roll offs, and more. The ferry district and service began after the passage of the Enabling Act by the state of New York that detailed how the ferry would run. The Enabling Act established funding through "taxes levied for the fiscal year in which such expenditure is made; from surplus funds, or from the proceeds of town obligations to be issued and sold in the manner provided by the local finance law" and also required, in writing, that the ferry district would acquire and operate the airport located on Fishers Island (owned by the Town of Southold). The Enabling Act also outlined funding from borrowing from the town and the issuance of a referendum of households within the district. The board has five members who are residents of Fishers Island. The district lists nearby services as connection points such as light rail and provides information on other ferry services in the area traveling outside of the district (e.g., a ferry to Martha's Vineyard). According to an audit by the State of New York, the district's costs in 2014 were $3.5 million with its revenue at $3.6 million. By law, there was $4.5 million available for the district to use. Eighty percent of the ferry's operating costs come from ticket revenue with the other twenty percent coming from the property taxes in Southold, NY. Of the 112,000 annual riders, a majority come during the peak season where fare rates are higher. The ferry receives no federal dollars.[26]

Takeaways for Prince William Sound stakeholders: This case considers local sources of revenue that can support the establishment and operation of a ferry. Fishers Island Ferry has nearly the same amount of farebox recovery as IFA, but distances and operating costs are much shorter than those in Prince William Sound.

San Francisco Water Emergency Transportation Authority (California)

The Water Emergency Transportation Authority or WETA began with the absorption of several ferry services in the San Francisco bay area and currently operates the San Francisco Bay Ferry. The legislation establishing the authority derives from a need of regionalism and emergency plan highlighted in the following quote: "…the Legislature created the San Francisco Bay Area Water Transit Authority for the

[25] Personal communication with Sean Driscoll; also https://www.steamshipauthority.com/; http://www.capecodtimes.com/news/20180619/seattle-consulting-firm-hired-for-steamship-authority-review
[26] Personal communication with Fishers Island Ferry staff; also https://www.fiferry.com/

purposes of preparing a bay area water transit implementation and operations plan and operating a comprehensive regional public water transportation system." WETA is technically a form of regional government. Eleven board members sit direct the authority with the following nomination criteria: Eight of the members shall be appointed as follows: (A) Four members shall be appointed by the Governor. (B) Two members shall be appointed by the Senate Committee on Rules. (C) Two members shall be appointed by the Assembly Committee on Rules. The remaining three members will be members of the community advisory committee. WETA receives state bond funds, federal funds through FTA, local county transportation funds, bridge toll revenue and farebox revenue to sustain its operations. The farebox recovery rate is around 60% currently. Several ferry services operate in the Bay Area, and SF Bay Ferry shares ports with several of these other services. The Golden Gate Ferry service and Blue and Gold service share ports like the Port of San Francisco and Pier 41. However, they service areas that WETA's Bay Ferry does not. The Blue and Gold website even directs commuters to the Bay Ferry schedules if visitors are not interested in the tourist services of Blue and Gold. The other ferry services tend to cater to tourists. San Francisco also has the BART and Muni systems that are two light rail and bus transit systems operating in the area, but they only service some of the same areas that the SF Bay Ferry services (Oakland).

The responsibilities of WETA include operating the San Francisco Bay Ferry and preparing for a state of emergency in the bay area. This preparation for an emergency involves studying action plans, coordinating with all public and private ferry/boat operators in the area, being the lead organization in a time of emergency, and writing an emergency plan. The legislation outlines WETA may use all direct and indirect state/federal funds to bettering the public transportation ferry service and preparing for emergency protocol, but the legislation does not provide information on the application or reception of funds specifically for emergency preparation.[27]

Takeaways for Prince William Sound stakeholders: This case demonstrates that other entities with responsibility for transportation, such as emergency transportation in this case, but that have not traditionally been involved in ferry service can successfully take on operation of the ferry.

Potential Funding and Financing Programs

The research team examined several federal funding programs that might assist with some of the costs of developing and providing ferry service to the region. These include funding programs from a variety of transportation agencies, which each have different eligible applicants and project types. A short summary of some of these programs follows, although more information on funding streams and eligible uses is provided separately in spreadsheet format.

Flexible funding sources for transportation across modes and communities include Federal Highway Administration (FHWA) Surface Transportation Block Grants, which are programmed through the statewide planning process and included Statewide Transportation Improvement Program. These funds have very broad eligibility across various project types and modes of transportation, which makes them very flexible to use but means many projects will be in competition for those funds.

[27] https://weta.sanfranciscobayferry.com/

Although the total available funding is small, FHWA Federal Lands Access Program funds could support a ferry-related project because the communities in the Prince William Sound region are all gateway communities to the Chugach National Forest. This funding source has periodic, rather than annual, calls of projects, and the match rate is 9.3 percent for most projects, lower than many other federal programs.

Ferry service is eligible for Federal Transit Administration (FTA) Section 5311 funds, for rural public transportation. FTA 5311 funding can be used for rural transit operating expenses with a 50 percent match required, and for capital expenses with a 20 percent match rate. FTA considers ferry systems to be a type of "fixed guideway" transit (along with other modes such as rail, light rail, or bus rapid transit), and as a result, Capital Improvement Grants may be available for ferry-related projects.

Programs that subsidize or reimburse passengers' fares are often an important part of the financial picture for ferry and transit agencies, even if the agencies themselves are not direct recipients of those state or federal funds. This may include non-emergency medical transportation support provided through Medicaid, Veteran's Affairs, transportation support provided through Temporary Assistance to Needy Families, or at the state level through programs such as the Alaska Mental Health Trust Program.

Funding programs that are described here are already granted to the State of Alaska or recipients within the state. This means that funding applications for any new ferry service within Prince William Sound, above the level of service already provided through the AMHS, will compete with other existing funding applications from around the state.

Many federal funding programs require a non-federal match. In some cases, state funds may be available as match, but localities often commit their own funds in order to access the larger share of federal funds. Localities in Prince William Sound already have fee structures and budgets in place to collect revenue and provide services. If increased local financial support for a regional ferry service were needed to maintain or improve ferry service, it would require analysis of how to collect additional revenue or re-prioritize.

One local revenue option could be that communities within Prince William Sound that have lodging facilities might consider whether applying revenue from a bed tax or increasing the bed tax rate might be appropriate. Such fees might capture some of the economic activity related to intercity travel in Prince William Sound and could return it to invest in the operation of the regional transportation network including local support for the ferry system. Bed taxes and other tourism-related fees are often used for tourism promotion activities, transportation, and tourism amenities such as parks. The Cities of Valdez and Cordova have adopted a bed tax already, at 8 percent and 6 percent respectively.[28]

Another possible course of action would be to pursue assistance from the Federal Highway Administration to consider options for implementing value capture techniques. Value capture represents a mechanism for generating revenue from the benefits that accrue in communities as a result of transportation investment. Several value capture mechanisms exist and have been applied in different types of community contexts with revenue that supports different kinds of transportation projects. Value capture techniques that may be worth considering in Prince William Sound communities

[28] Office of the State Assessor. Alaska Taxable 2018, https://dcced.maps.arcgis.com/apps/MapJournal/index.html?appid=3bfb4237e6304f9aa4029a01715e15f9

could include transportation utility fee (utilized in small cities in Oregon, although the concept would need to be adjusted to account for ferry service rather than roadway trip generation estimates), or naming rights of certain facilities.[29]

Other states have adopted some state-specific legislation that support various aspects of ports, working waterfronts, and related issues. These have been briefly reviewed in the publication *State Funding for Ports: Selected State Summaries and Links to Resources.*[30]

Public Participation in Regional Rural Transportation Planning

As the region looks to develop a new comprehensive transportation plan, the Prince William Sound Economic Development District and local governments it serves are likely to play an important role in conducting outreach to stakeholders about opportunities to weigh in on transportation issues and priorities during the planning process and next steps.

Public participation plans guide the engagement effort to gather feedback from residents, business owners, communities, and interest groups from a region where a planning process is being conducted. The public participation plan, as an aid to other planning, is often a short document that describes the framework for planning including ongoing and periodic planning processes the public can participate in, as well as the goals of public outreach, strategies to conduct engagement, and measures of success as appropriate.

Public engagement represents an opportunity to educate stakeholders about transportation processes (including planning timelines, how projects are funded, and cost ranges for proposed projects) as well as ask them about needs. Traditional public involvement methods often include holding a special public meeting or requesting public comment during regularly scheduled meetings, as well as requesting comments in writing or online through a survey or in response to a draft document. These methods typically get some response, but often they are from people who are already well-connected in the community and know the importance of public processes.

Media placement can get the word out about opportunities to engage, including radio or television advertising. Social media advertising or search ads can be inexpensive or free for nonprofits (such as the Google ad words program for nonprofits) and can be targeted toward people based on their geographic location. Earned media, such as articles in local media outlets or mentions and shares on social media, can be inexpensive ways to get out the word about public participation or share websites, events, or online forms.

Other methods that may work well to engage more people include distributing surveys (or flyers with an invitation to online survey) at school for children to take home to parents, or using inserts in utility bills (particularly if a utility is locally owned and will not charge a fee for the service). Setting up a booth or a table at a special event can provide a space to talk with residents and ask them to share information by marking priorities with dot stickers on large paper or a poster, or writing their thoughts on sticky notes.

[29] FHWA (2019). Value Capture: Capitalizing on the Value Created by Transportation, https://www.fhwa.dot.gov/innovation/everydaycounts/edc_5/value_capture.cfm

[30] Boswell-Ebersole, Alexander and Thomas T. Ankerson (2013). State Funding for Ports: Selected State Summaries and Links to Resources, https://digitalcommons.library.umaine.edu/seagrant_pub/62/.

Temporary public art, such as sidewalk chalk or washable window crayons used at a public facility or an empty storefront in a prominent location, can be used to get people to write or draw things of importance to them in a fun and engaging way over the special event timeframe. Such special events could include community festivals (where visitors and residents could use different colors of sticky notes or dot stickers if desired), or school events including athletic games or tournaments, or anywhere else that people gather. With permission from business managers, signs or flyers about opportunities to provide input might be able to be posted in places used by many residents, including grocery stores, restaurants, or health clinics. AMHS staff might be willing to share printed information with ferry passengers for a period or allow a sign about the planning process somewhere that passengers would see it.

Transportation intersects with economic development and other issues that already have a planning process. It can be useful to gather feedback on overall community and regional visions, as well as specific topic areas such as transportation concerns, to apply to multiple planning processes such as a regional transportation plan and the regional CEDS to the extent that it is practical. This can help to mitigate "planning fatigue" that stakeholders and regional leaders alike can feel.

Additional resources on public involvement include the Orton Family Foundation through its Community Heart and Soul process (https://www.orton.org/), FHWA public involvement resources (https://www.fhwa.dot.gov/planning/public_involvement/ and https://www.fhwa.dot.gov/planning/public_involvement/vpi/index.cfm), and the Transportation Research Board's Standing Committee on Public Involvement (https://sites.google.com/site/trbcommitteeada60/).

Mapping Partner Relationships and Connecting to Economic Development

Any potential institutional changes or service changes for ferry travel in Prince William Sound should be based on a clear understanding of demand and the interests of stakeholders in supporting service. Analyzing stakeholder relationships through mapping can be a useful start for thinking through service delivery options.

A *value chain* is a type of network formation where parties are working toward common goals as well as their own interests. Value chains organize demand, supply, transactional partners, and support partners so that parts of the network get to know each other, which is different from a traditional supply chain. Value chains are most often used in private sector job creation strategies, to develop economic activity in a variety of sectors such as agriculture, manufacturing, tourism, arts and culture, and more.

However, increasingly value chain partners are working together to analyze how demand can be met for services, including public services such as equitable access to healthy foods and stable housing. Transportation is beginning to be considered from a demand-driven, value-chain orientation in some places. To support partner mapping, a draft value chain has been delivered to Prince William Sound Economic Development District to think through potential partnerships and opportunities to provide service. A stakeholder mapping exercise that can be used in group workshops is available online at https://www.wealthworks.org/sites/default/files/resources/Value%20Chain%20Mapping.pdf.

Stakeholder mapping begins by analyzing demand for a product or service, such as intercity travel in Prince William Sound. Demand includes all consumers or customers and potential customers. Local

demand includes residents in Prince William Sound communities; business owners and managers located in or doing business in the Sound (seafood harvesting, production, and processing; hospitality and services; outdoor recreation, tourism, and arts and culture sites and organizations; healthcare providers; retail; and other sectors); institutions such as schools, research facilities, churches, and other groups; and other locals that have a need for travel within Prince William Sound, to Anchorage, or to other destinations. Travelers to Prince William Sound communities include workers traveling to jobs and other types of business trips; tourists from elsewhere in Alaska or outside the state; groups and individuals traveling to events such as meetings, conferences, and school events; visitors making personal trips to maintain social ties; and other travelers.

These different types of potential intercity transportation customers have different reasons for traveling, but they all desire safe, affordable, and reliable transportation. Some customers have a choice of transportation mode, such as air, water, or roadway access for certain locations. As stakeholders in Prince William Sound map their stakeholder relationships, identify whether there are opportunities to increase demand. How can demand be cultivated, such as through tourism initiatives that emphasize the experience of traveling on the water? Are there barriers to local businesses or residents using the ferry more extensively?

The literature review shows that the function of providing ferry service could be fulfilled by multiple different entities. In the context of stakeholder mapping, regional leaders can ask whether different scenarios regarding who operates a ferry affect demand? It would be difficult for a private entity to provide service without a subsidy; a public-private partnership would provide more flexibility than a private sector firm on its own, and other public sector options would also be eligible for other combinations of capital or operating support in the form of federal or state grants and loans. Who are the potential operators of a ferry system identified in stakeholder mapping? Could more than one entity provide different types of functions that are essential to providing the service?

In a stakeholder mapping exercise, Prince William Sound regional leaders should also identify support partners, and how they would provide support. Support partners and investors might provide information, regulation and oversight, supportive policies, skill development, and research. Would support partner relationships change based on the institutional arrangements for providing or governing ferry service?

Beyond the travelers themselves, who else benefits from reliable, affordable ferry service? These are all potential investors. For instance, would firms whose business relies on reliable ferry service be willing to support the operation of the ferry in some way? This might include tourism-based businesses paying to advertise on the ferry or offering discounted services or experiences for ferry riders coming into Prince William Sound, to incentivize using the ferry over other modes. Financial services firms, insurance, or others that rely on a well-functioning economy might be interested in advertising or sponsoring the naming rights of some aspect of ferry service. Other public agencies and government offices might see ferry advertising as a way of marketing their programs to the public. If there were an opportunity to develop any services near the ferry terminals in Prince William Sound communities that provide a benefit to ferry system users, the development might represent an opportunity to raise revenue through a lease or sale of space in or near the terminal or a commission on goods and services sold there.

Investors also might be entities that are able to provide grants, loans, operating subsidies, sponsorships, or other financial support. Some entities might serve multiple functions in the transportation network, as both support partners and investors. This could include state agencies that are a conduit for funding as well as provide information and technical assistance, or legislators that make decisions about state appropriations and supportive state policy.

Other outside partners might also be a part of the value chain, even entities that might be considered "competitors" to successful ferry service in the region, such as transportation on other modes. There may be opportunities to consider how "coopetition" (cooperation among competitors) can increase the success of multiple parties. For instance, could initiatives aimed at increasing overall travel demand in Prince William Sound improve outcomes for ferry ridership, airline passenger enplanements, or services provided to users of other modes?

As the statewide system considers reforms and regional stakeholders consider how best to ensure that mobility needs are met, selecting strategies to improve regional ferry service might involve starting up a new service. As regional leaders move forward with considering institutional and operational arrangements for ferry service in Prince William Sound, consider questions such as: What institutional and operational arrangements offer access to funding streams and expertise? Do some operator options offer relationships with value chain stakeholders that others do not? What governance arrangement builds local ownership and control into the ferry service (this can include institutionalizing feedback mechanisms into non-local ownership and operation of the ferry)? How can broad benefits to communities be generated and tracked?

In a service that provides a public good such as public transportation, subsidy is often required to ensure the financial stability of the service. Grants may be available to assist, but most grants require a state or local match, and the desired level of service might require raising funds beyond the minimum required for matching funds. Beyond farebox recovery, what public benefits are provided to the region, how are those benefits being tracked, and how do they relate to issues that generate public support for continued operating assistance? In addition to more traditional metrics such as passengers, vehicles, and the amount or value of cargo, ferry stakeholders can adopt metrics related to forms of community capital, such as individual capital (health and wellness, skill development, job access); social capital; political capital (this can include the policies of businesses and institutions, beyond forms of government policy); intellectual capital (how mobility affects the transfer and adoption of new ideas); natural capital (preserving the quality of working water, air, and land assets); cultural capital (celebrating the evolving regional identity, community gatherings, special events, or festivals); financial capital (supporting family economic success and business resilience); and built capital (providing a mobility option for the region).

Conclusions

Due to budget constraints in transportation and other funding at the federal and state levels, communities and municipalities face significant challenges in adequately addressing their residents' needs, including for mobility and other public services. Ferry service in Prince William Sound was documented by stakeholders as being essential to quality of life and commerce. There are no simple steps for moving forward with improving ferry service; however, AMHS reform and options for

regionalizing service may both provide opportunities to ensure that ferry service meets needs in an affordable and reliable way.

Robust engagement processes can gather valuable information from stakeholders as well as provide an opportunity to educate about transportation processes and funding. This might lead to a productive public discussion about trade-offs of different funding, operational, and ownership or institutional governance scenarios. Stakeholder mapping can be a useful way to identify who has an interest in ferry service in the region, what their interest is, and what they may be able to invest in the service in terms of expertise, ridership, financial support, or other resources.

Supplementary Files:

Value Chain spreadsheet

Funding Sources spreadsheet

ALASKA MUNICIPAL LEAGUE
One Sealaska Plaza, Suite 200 • Juneau, Alaska 99801
Tel (907) 586-1325 • Fax (907) 463-5480 • www.akml.org

June 19, 2019

Dear Mayor Koplin,

I am honored to serve you as the Executive Director of the Alaska Municipal League. I realize we have a lot of work ahead and look forward to accomplishing this in collaboration with municipal leaders. I'm glad for your support of and membership in AML.

As you know, AML is your voice in Juneau and DC. We advocate for priorities and issues that Alaska municipalities agree to – the Alaska Municipal League is the only statewide organization that lobbies for local government policies at the state and federal level. This includes to lobby for and monitor activity related to Revenue Sharing/Community Assistance, PERS issues, federal PILT payments, Timber Receipts, issue-specific legislation, tax and fiscal policy, and any other issue that may affect you.

By helping to ensure that revenues continue to come to Alaska's municipalities and by strongly pushing back on unfunded mandates, we help strengthen Alaska's municipalities, and your community. AML is the vehicle for solutions and a unified front when it comes to decisions by the state or federal government to pass expenses to municipalities in their efforts to stabilize budgets. That cannot be the way forward, and AML works with you to stand up for municipalities.

With this in mind, enclosed please find your FY20 dues request for your Alaska Municipal League membership. Dues support our operations and our ability to deliver the many benefits that it provides for your municipality. I am confident that with your membership and the strong team here at AML, we can continue to fight for municipal priorities.

There are some changes to note in this year's dues request, mainly that we've bundled separate invoicing together. Instead of seeing multiple invoices over the next year, we've tried to combine these. Your statement includes:

- Annual AML dues calculated on base rate and population
  - While we haven't raised our dues in over 25 years, we can continue to raise the bar in what we deliver to members. We're focused on health insurance and shared services.
- Pro-rata dues for boroughs, which are applied to AML's WIR membership
  - This increases our ability to advocate for federal public lands issues, including PILT
- Pro-rata dues for cities under 20,000 people, which are applied to AML's NLC Affiliate membership
  - This is a new program, but allows cities to see additional benefits, including
    - NLC Prescription Discount Program
    - NLC Grant Access
    - Member only registration rates for NLC conferences and events
    - NLC webinars
    - NLCU online courses
    - The Weekly, Federal Advocacy Update and other electronic publications
    - 50% discount for cities above 20,000 people
- Alaska Conference of Mayors dues, which we'll count toward this coming year

If you have questions about any of these, let us know. If you weren't planning on ACoM, then just reduce your invoice by that amount. We also realize that the NLC addition is unplanned. We encourage you to consider it as part of your dues, but if that is problematic for this first year than we can waive the fee as we prove out the benefits. Again, just reduce the invoice by that amount.

Our ability to be successful in our advocacy depends on our membership – you. Your dues enable all members to have the opportunity to receive valuable training and vital information through our lobbying efforts; weekly e-bulletins throughout the legislative session; and three conferences each year. Your membership gives you the ability to form relationships with your peers; to enjoy affordable rates on municipal risk insurance through the AML Joint Insurance Association (AML-JIA); better returns and instant availability through the AML Investment Pool (AMLIP); and the ability to receive any help your municipality might need through a quick phone call to our office.

With best regards, and Alaska's future in mind,

Nils Andreassen
Executive Director

ALASKA MUNICIPAL LEAGUE

One Sealaska Plaza, Suite 200
Juneau, AK 99801

Invoice

DATE	INVOICE ...
6/21/2019	14905

BILL TO
City of Cordova P.O. Box 1210 Cordova, AK 99574

P.O. NO.	DUE DATE
	7/01/2019

ITEM	DESCRIPTION	AMOUNT
Municipal Dues	FY20 Municipal Membership Dues	$2,849.00
NLC Affiliate Dues	FY20 NLC Affiliate Dues	$147.00
ACoM Membership	2020 Alaska Conference of Mayors Membership	$50.00

Please make check payable to:
Alaska Municipal League

Thank you for your prompt payment.
Please direct any billing questions to Shawn Myers at 907-586-1325

Total $3,046.00

AGENDA ITEM # 15
City Council Meeting Date: 7/3/19

CITY COUNCIL COMMUNICATION FORM

FROM: **Planning Staff**

DATE: **6/12/19**

ITEM: **Ordinance 1175**

NEXT STEP: **Approve Ordinance**

_____ INFORMATION _____ RESOLUTION
_____ MOTION __X__ ORDINANCE

I. REQUEST OR ISSUE:

Review and approve ordinance. Cordova Telecom Cooperative's (CTC) proposal is attached.

II. RECOMMENDED ACTION / NEXT STEP:

"I move to approve Ordinance 1175."

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. From the minutes of the meeting:

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. From the minutes of the meeting:

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***

4/3/19 – At the City Council Regular Meeting, the council considered the proposal from CTC and referred the agenda item back to staff due to potential conflicts. From the minutes of the meeting:

18. Council action on a proposal for Lots 3 & 4, Block 6, Original Townsite
M/Bailer S/Glasen to approve the proposal from Cordova Telecom Cooperative for Lots 3 & 4, Block 6, Original Townsite.
Bailer said it is a very strong plan and he will support it. ***Glasen*** echoed the comments, looks like a cool proposal. ***Allison*** agreed it is a good plan, CTC is a good corporate citizen in Cordova, they abide by their liabilities, he thinks it is a good option for them to take care of their facility. ***Guard*** is also enthusiastic about the plan. He wonders how this will affect us property tax exemption-wise.
After some discussion, including questions raised by City Attorney ***Wells***, Council realized that several of them may have conflicts of interest with this due to spouses that were employed by CTC and/or spouses that were on the CTC Board of Directors. The maker of the motion with concurrence of the second withdrew the motion.
M/Meyer S/Guard to refer to staff to get a conclusive ruling on conflict of interest concerning council members.
Vote on the motion to refer: 3 yeas, 0 nays, 2 absent (Jones and Schaefer) 2 conflicts of interest (Bailer and Glasen). Motion was approved.

4/17/19 – At the City Council Regular Meeting, council approved the proposal from CTC. From the minutes of the meeting:

18. Council action on a proposal for Lots 3 & 4, Block 6, Original Townsite
M/Allison S/Meyer to approve the proposal from Cordova Telecom Cooperative for Lots 3 & 4, Block 6, Original Townsite.
Allison said, same as he said last time, it is a good proposal, from a good corporate citizen who has the resources to do what they say they will do and at the same time it will relieve the City of a liability, he supports it. ***Meyer*** agrees and said it's a good proposal, she likes to see Main Street having a building rehabbed that has needed to be for a very long time, she is in support.
Vote on the motion: 6 yeas, 0 nays, 1 absent (Guard). Motion was approved.

V. LEGAL ISSUES:

None; ordinance and Purchase and Sale Agreement have been reviewed by the city attorney.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

N/A

VII. SUMMARY AND ALTERNATIVES:

City Council could choose to not pass ordinance.

CITY OF CORDOVA
ORDINANCE 1175

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, (I) DECLARING THAT TAX-FORECLOSED PROPERTY COMMONLY KNOWN AS THE CORDOVA HOTEL, LOCATED AT 604 1ST ST, CORDOVA, AK 99574 AND LEGALLY DESCRIBED AS LOTS THREE (3) AND FOUR (4), BLOCK SIX (6), ORIGINAL TOWNSITE OF CORDOVA, ALASKA, RECORDS OF THE CORDOVA RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA (PARCEL NO. 02-173-503), FORMERLY OWNED BY DORENE WICKHAM AND DEEDED TO THE CITY BY CLERK'S DEED, IS NOT REQUIRED FOR A PUBLIC PURPOSE AND (II) AUTHORIZING AND DIRECTING ITS SALE AND CONVEYANCE TO THE CORDOVA TELEPHONE COOPERATIVE, INC. D/B/A CORDOVA TELECOM COOPERATIVE FOR $52,000

WHEREAS, the City of Cordova (the "City") received a deed (the "Deed") from the Clerk of the Court deeding to the City the Property defined and described below, which Property was formerly owned by Dorene Wickham ("Wickham"); and

WHEREAS, on September 24, 2018, the City recorded the Deed in the real property records of the Cordova Recording District as Document Number 2018-000301-0; and

WHEREAS, the City does not have an immediate public use for the Property; and

WHEREAS, the Property will not be needed or used by the City for a public purpose in the future and therefore is considered surplus to the needs of the City; and

WHERAS, the City previously acted in accordance with Chapter 5.22 of the Cordova Municipal Code to issue a Request for Proposals (RFP) for Lots 3 & 4, Block 6, Original Townsite (COHO Buildings and Lots) (the "RFP") for the sale and development of the Property; and

WHEREAS, upon a review of all responses to the RFP and after due deliberation and consideration, and after consideration of the City of Cordova Planning Commission's (the "Planning Commission") recommendation, the City Council has determined it is in the City's best interest to sell and convey to the Property to the Cordova Telephone Cooperative, Inc. d/b/a Cordova Telecom Cooperative ("CTC") for the use specified by CTC in its proposal in response to the RFP; and

WHEREAS, the draft Purchase and Sale Agreement and Quitclaim Deed by and between the City and CTC are attached hereto; and

WHEREAS, the City Clerk has provided notice to Wickham of each reading of and the public hearing on this ordinance by certified mail as required by AS 29.45.460(c).

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

Section 1. Form: This is a non-code ordinance.

Section 2. The City-owned tax foreclosed property commonly known as the Cordova Hotel, located at 604 1st St, Cordova, AK 99574 and legally described as

DRAFT

Lots Three (3) and Four (4), Block Six (6), Original Townsite of Cordova, Alaska, records of the Cordova Recording District, Third Judicial District, State of Alaska (Parcel No. 02-173-503) (the "Property")

is declared surplus, and not required for a public purpose.

Section 3. The City Manager is authorized and directed to enter into and perform under the Purchase and Sale Agreement, and to convey the Property to CTC under and pursuant to the Quitclaim Deed. The form and content of the Purchase and Sale Agreement and Quitclaim Deed now before this meeting hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting. From and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the documents as executed.

Section 4. The disposal of the Property authorized by this ordinance is subject to the requirements of City Charter Section 5-17; therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

1st reading: June 26, 2019,
2nd reading and public hearing: July 3, 2019

PASSED AND APPROVED THIS 3rd DAY OF JULY 2019

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

DRAFT

DRAFT PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of _____, 2019 (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 CORDOVA TELEPHONE COOPERATIVE, INC. d/b/a CORDOVA TELECOM COOPERATIVE ("Purchaser"), whose address is P.O. Box 459, Cordova, Alaska 99574.

WHEREAS, Seller acquired through foreclosure 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 from Seller; 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, if any, 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 Fifty-Two Thousand and 00/100 Dollars ($52,000.00) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 12 below) as follows:

(a) A Five Thousand Two Hundred and 00/100 Dollars ($5,200.00) deposit received by Seller on May ____, 2019.

(b) An additional down payment of One Thousand and 00/100 Dollars ($1,000.00) deposited with First American Title ("Title Company") upon execution of this Agreement.

(c) The balance of Forty-Five Thousand Eight Hundred and 00/100 Dollars ($45,800.00), together with all costs incurred by the City in connection with the sale of the Property, including Closing Costs, payable at Closing.

3. 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, mortgage(s) or Deeds of Trust of record, liens by the State of Alaska, or federal tax 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.

4. Condition of Property: Purchaser understands that Seller acquired the property by foreclosure, forfeiture, tax sale, or similar process. As a material part of the consideration to be received by the Seller under this Agreement as negotiated and agreed to by the Purchaser and Seller, the Purchaser acknowledges and agrees to accept the property IN ITS "AS IS" CONDITION at the time of closing, including, without limitation, any defects or environmental conditions affecting the Property, whether known or unknown, whether such defects or conditions were discoverable through inspection or not.

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

DRAFT

presence of groundwater, the suitability or fitness thereof for any use or purpose, the Property's compliance with federal, state and/or municipal laws, the location of any easements or other encumbrances, the condition of title to the Property, 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 14 or Section 15 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 7, as of the Closing.

(4) Purchaser shall have delivered to Escrow Agent the items described in Section 10.

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

DRAFT

The conditions set forth in this Section 8(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 14 or Section 15 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 9.

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

The conditions set forth in this Section 8(b) are solely for the benefit of Purchaser and may be waived only by Purchaser and only in writing. Purchaser shall, at all times have the right to waive any of these conditions.

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

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

(b) A closing statement prepared by the Title Company itemizing and approving all 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 11 and Section 13, in immediately available funds.

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

DRAFT

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 its 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

DRAFT

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.

DRAFT

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 9. Purchaser shall make his deliveries into escrow in accordance with Section 10. 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 9 and 10; 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 11, 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,

DRAFT

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.

DRAFT

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.

DRAFT

(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. Any dispute arising out of this Agreement shall be subject to litigation in the Superior Court for the State of Alaska, Third Judicial District at Anchorage.

(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
510 L Street, Suite 700
Anchorage, Alaska 99501

Purchaser: Cordova Telecom Cooperative
PO Box 459
Cordova, Alaska 99574

With copy to:
John Andrew Leman
Kemppel, Huffman & Ellis, P.C.
255 E. Fireweed Lane, Suite 200
Anchorage, Alaska 99503

DRAFT

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.

18. Representations of Seller. In addition to any other representations, contained herein, Seller represents to Purchaser 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 Seller which are to be delivered to Purchaser at the Closing will be, duly authorized, executed, and delivered by Seller and is and will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms and do not and will not violate any provisions of any agreement to which either Seller is a party or to which they are subject.

(b) The foreclosure of the Property for non-payment of taxes was prosecuted in accordance with the requirements Alaska law.

DRAFT

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 ____ 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: CORDOVA TELEPHONE COOPERATIVE, INC. d/b/a/ CORDOVA TELECOM COOPERATIVE

By: _____
Jeremiah Beckett, CEO

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Jeremiah Beckett, CEO of Cordova Telephone Cooperative, Inc., d/b/a Cordova Telecom Cooperative.

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

DRAFT

EXHIBIT A

Legal Description of the Property

Lots Three (3) and Four (4), Block Six (6), ORIGINAL TOWNSITE OF CORDOVA, ALASKA, records of the Cordova Recording District, Third Judicial District, State of Alaska (Tax Parcel ID 02-173-503).

DRAFT

EXHIBIT B
Quitclaim Deed

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording, return to:
Holly Wells
Birch Horton Bittner & Cherot
510 L Street, Suite 700
Anchorage, AK 99501

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to CORDOVA TELEPHONE COOPERATIVE, INC. d/b/a CORDOVA TELECOM COOPERATIVE, whose address is P.O. Box 2575, Cordova, Alaska 99574, all interest which Grantor has, if any, in the following described real property:

Lots Three (3) and Four (4), Block Six (6), ORIGINAL TOWNSITE OF CORDOVA, ALASKA, records of the Cordova Recording District, Third Judicial District, State of Alaska (Tax Parcel ID 02-173-503).

DATED this __ day of _____, 2019.

GRANTOR: CITY OF CORDOVA

_____
Alan Lanning, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this __ 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:_____

DRAFT

Agenda Item # 16
City Council Meeting Date: 7/3/2019
City Council Communication Form

FROM: **Susan Bourgeois, CMC, City Clerk**

DATE: **6/27/2019**

ITEM: **Resolution 07-19-29**

ACTION: **Authorization of a City Manager Assessment Committee**

_____	Ordinance	_____	Motion
__X__	Resolution	_____	Information

I. **REQUEST OR ISSUE:** Council member Tom Bailer has sponsored this resolution to form a city manager assessment committee.

II. **RECOMMENDED ACTION:** Council motion, second and approval of Resolution 07-19-29.

III. **FISCAL IMPACTS:** staff time involved in prep work for committee meetings and in attendance of meetings

IV. **BACKGROUND INFORMATION:** Council member Bailer sponsored this resolution and Council member Glasen agreed as the second required Council member. Later Mayor Koplin was told about the idea and was in complete support as well. In at least the last three City Manager searches, committees like this were formed to assist Council.

V. **LEGAL ISSUES:** none

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

VII. **SUMMARY AND ALTERNATIVES:** Council could choose not to approve the resolution or could amend it if they intended for the committee to be tasked differently.

CITY OF CORDOVA, ALASKA
RESOLUTION 07-19-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING CREATION OF A CITY MANAGER ASSESSMENT COMMITTEE TO ASSIST CITY COUNCIL IN ANY OR ALL ASPECTS OF THE SEARCH AND SELECTION PROCESS FOR THE NEXT CITY MANAGER OF THE CITY OF CORDOVA, ALASKA

WHEREAS, the City Council has authorized the Mayor to work with City staff to begin a City Manager search by posting the job as available; and

WHEREAS, the City Council supports establishing a committee of local citizens to assist in any or all phases of the search and specifically to recommend final interviewees to the City Council; and

WHEREAS, the City Manager Assessment Committee shall consist of up to seven members, and may include citizens who are also City Council members, City staff members, City Board and/or Commission members, business leaders/owners, and others as suggested by the Mayor and City Council members; and

WHEREAS, the City Manager Assessment Committee shall remain in force until such time Council deems the committee is no longer needed or until a City Manager is finally employed by the City of Cordova, whichever comes first.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes the creation of a City Manager Assessment Committee to assist City Council in the search and selection process for the next City Manager of the City of Cordova.

PASSED AND APPROVED THIS 3rd DAY OF JULY 2019

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

DRAFT

Explanation of the included materials for the following RFP for Federal Lobbying agenda item:

Council *directed the city manager to pursue an RFP as discussed for federal lobbying services* (see minutes June 5 reg meeting page 4). During pending agenda at June 5 regular meeting (see minutes page 5) council directed staff to bring the *RFP to next meeting and have more info on previous procedure with a federal lobbyist*.

Attached here – an item prepared by City Manager for the work session of June 19 – which was canceled.

Also, a timeline and history prepared by the City Clerk of the previous procedure, though the last RFP was not found in minutes or City Clerk materials, it was probably completed by the City Manager at the time.

WORK SESSION ITEM 1a
City Council Meeting Date: 6/19/2019
CITY COUNCIL COMMUNICATION FORM

FROM: **Alan Lanning, City Manager**

DATE: **6/19/2019**

ITEM: **RFP For Federal Lobbying (Advocacy) Services**

NEXT STEP: **Council Direction**

_____ ORDINANCE _____RESOLUTION
_____ MOTION __X___ INFORMATION

I. **REQUEST OR ISSUE:** We have been talking about retaining a federal lobbyist for some time and at Council direction, the document attached is for discussion purposes and direction from Council.

II. **RECOMMENDED ACTION / NEXT STEP:** Council direction.

III. **FISCAL IMPACTS:** Unknown at this time, with costs being solicited through the RFP.

IV. **BACKGROUND INFORMATION:** We have embarked upon a concerted effort to seek federal funding for various projects, particularly related to the harbor. However, a myriad of federal issues warrant attention and advocacy. This draft RFP is intended to seek the services of an experienced federal lobbyist to advocate for the needs of Cordova in DC.

V. **LEGAL ISSUES:** None that we are aware of.

VII. **SUMMARY AND ALTERNATIVES:**

Issue the RFP.
Seek some other opportunity.
Take no action.

Introduction

The City of Cordova, Alaska is seeking qualifications and proposals from firms or individuals to perform Federal Legislative Advocacy (Lobbying) Services. The City is seeking opportunities to pursue its legislative priorities to assist the City of Cordova in improving its status as an important State and national fishery. In anticipation, the City of Cordova wishes to retain the services of a professional lobbying and advocacy firm or individual to assist it in performing Federal Legislative Advocacy (Lobbying) Services.

Request for Qualifications and Proposals (RFQ & P) must be received no later than 5:00 P.M. PDT on Wednesday, July 30, 2019, at City Hall, Office of the City Manager, P.O. Box 1210, Cordova, Alaska 99574.

Additional information about the City may be obtained by accessing the City's website at www.cityofcordova.net or by contacting Alan D. Lanning, City Manager, by phone 907-424-6200 or email (citymanager@cityofcordova.net). During proposal development, respondent's questions regarding this RFQ & P or the process should be directed to Alan Lanning.

General Information

The City of Cordova located on Prince William Sound, is a small community of approximately 2,300 residents, doubling in size during the fishing season. The City is governed by a seven-member City Council and a non-voting Mayor (Mayor and seven Council Members). The City staff consists of a City Manager, seven department heads, a city clerk, seven supervisory positions and 42 additional full-time staff, five part-time staff, and 6 seasonal staff. Of the 60 full-time staff, 42 are represented by a single union.

The City of Cordova provides the following services to its citizens:

- Harbor
- Information Services-Library, Museum, Cordova Center
- Planning, Zoning and Code Enforcement
- Parks and Recreation, including small ski hill
- Police, Fire Marshall and Fire/EMS Protection
- Street Maintenance and Traffic Engineering
- Water and Wastewater Production, Treatment, Distribution, and Collection Services
- Refuse and Landfill
- Small Airport
- Hospital-Separate Governing Board

The City's current general fund budget is approximately $11 million, with an overall budget of approximately $15.5 million. The City of Cordova is in good financial condition, with overall reserves of 9.2 million.

Nestled on the eastern side of Prince William Sound, Cordova is a unique fishing community, ranked 11th nationally and 6th in Alaska relative to volume and value of catch. In addition, Cordova hosts a growing and thriving sport fishing industry. Cordova is served by Alaska Airlines, with daily flights and the Alaska ferry system. Cordova is truly the best of Alaska in one location, with superb amenities.

Scope of Work

The City is seeking a firm/individual that will work with the City Council, City Manager and staff to develop a legislative advocacy plan, designed to meet local public improvement needs through the appropriation of local revenues and/or the successful pursuit of federal grant funds and other appropriate federal funding resources. Professional services will include, but are not limited to, the following:

Monitoring: Consultant shall serve as a reliable and consistent conduit of information to and from the congressional delegation, other members of Congress, congressional committees, congressional staff, and federal agencies; monitor and provide regular reports, both orally and in writing, on current legislation, the federal budget process, or any congressional events that may, directly or indirectly impact the City. Firm should work closely with the city council and/or city manager to assist in developing the City's legislative priorities and identifying current needs.

Bill Tracking: Firm should monitor bills, resolutions and other amendments that are determined to have an impact on the legislative and regulatory interests, that affect the City of Cordova.

Legislative Advocacy: Cordova's position on key legislative action shall be transmitted to Federal Legislature and staff, as well as Committees and federal agencies (as appropriate) and other interest groups. This may be accomplished through personal discussions with congressional delegation, committee consultants and agency representatives, direct lobbying of legislators, meeting with state agencies and other interest groups represented at the State level, testifying at appropriate policy and fiscal committees and agency hearings, orchestrating statements of legislators, prepare and send letters notifying appropriate officials and agencies of Cordova's position and drafting announcements. Design and implement a strategy, in consultation with Cordova City Council that raises the consciousness and awareness of issues relating to Cordova with congressional leaders and broadens and improves direct communication of the Cordova City Council with the Federal leadership.

Special Project Facilitation: Contractor should be a special project facilitator for the City of Cordovan before federal agencies on funding matters and to develop project guidelines, policy and resolution statements. Assist the City of Cordova with strategic communication or crisis respond, if needed, relative to the City's federal affairs activities.

Establish an Active Presence: Contractor should actively establish a strong identity and presence in Washington, DC on behalf of the City of Cordova. This effort should be reinforced by regular involvement in the political, regulatory and congressional action on behalf of this organization. On-site visits to the City of Cordova shall be made upon reasonable notice and request to Consultant along with presentation to the City Council and confer with City officials regarding federal issues as requested.

Federal Budget Issues: Focus efforts of supporting the City's appropriations requests and legislative objectives during the final phases of Congressional action on spending and authorization legislation, including coordinating additional meetings with relevant Members of Congress or staff in support of the City's federal objectives (as appropriate).

Response Form and Content

- Title Page: Indicate the response subject, name of firm, address, telephone number, name of primary contact person, email address for the primary contact person and date of submittal.
- Introduction: Briefly, introduce your firm, indicating whether the firm is local, regional, national or international. Provide a profile of the firm, including, but not limited to, the approximate number of professional staff employed, how long your firm has been in business and how long the firm has been conducting lobbying and advocacy services. Indicate the name(s), title(s), and telephone number(s) of the person(s) who will be authorized to make representation for and to bind the firm. Provide the person (s) who will service and attend all required meetings.

Information Included in Response

- State your understanding of the work to be performed. Include, but do not limit your statement to the specific items requested in the Scope of Work.
- Describe your proposed strategy to complete the requested services, including a general statement of the philosophy of the firm and how the firm will tailor the process for the City of Cordova's needs.
- Indicate any additional information for consideration of your firm's qualifications for conducting legislative and advocacy services.
- Provide a list of other clients.
- Provide contact names, telephone numbers and email addresses of these clients. The City reserves the right to contact any additional individuals or firms to obtain information about the respondent. If the firm has not previously provided such services, details should be provided as to how the firm would proceed with legislative and advocacy services.
- Indicate the names, titles, placement experience, and resume(s) of the person(s) who will be assigned to these services. A response to this requirement should include all contact information such as telephone number, e-mail address and web address.
- Provide a detailed description of how the services are to be conducted, including how the firm will identify appropriate legislation and funding opportunities.
- Discuss the general nature and extent of benefits the City of Cordova is reasonably likely to experience as a result of these services.
- Provide a copy of a previous service profiles in which your firm has participated

Cost Proposal

Please provide a cost proposal, either an hourly rate for services and/or a retainer structure for providing the requested services. This figure should include individual hourly rates, incidentals, travel costs (if not included above), and anything else that could increase the City's financial commitment.

It is the City's goal to engage a firm/individual no later than July 2019. The City of Cordova is currently pursuing federal funding from at least one source and interested in pursuing other funding sources on an ongoing basis. The firm/individual should provide a timetable, indicating availability.

Submission of Responses Acceptance/Rejection/Modification to Responses

The City of Cordova reserves the right to reject any or all RFQ & Ps, waive any irregularities or informalities, and select a candidate, which in the opinion of the City, is in its best interest. Failure to enter into a subsequent contract within a certain time period will render the RFQ & P invalid.

Economy of Preparation

Responses should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the recruitment.

Cost of Preparation

The City shall not be liable for any costs incurred by a respondent in preparing or submitting a proposal.

Ownership/Public Records

Submitted materials become the property of the City and will not be returned. All firms submitting qualifications need to be aware that any submission is subject to public inspection under the Freedom of Information Act.

Other Terms and Conditions

- Conflict of Interest - No City of Cordova elected official or City employee shall have interest in the contract.
- Ethics - The consultant shall not offer or accept gifts of value nor enter into any business arrangement with any employee, official or agent of the City of Cordova.
- Indemnification - The successful proposer shall defend, indemnify and save harmless the City of Cordova and all its officers, agents, employees and volunteers from all suits, actions or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligence, or act or fault of the successful proposer, or any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from the proposal award. The successful proposer shall pay any judgment with costs that may be obtained against the City of Cordova growing out of such injury or damages.

Due Date / Submission Instructions

The sealed proposal and one electronic copy on USB must be received at the Cordova City Hall, City Manager's Office by 4:00 P.M. PDT on July 30, 2019. Proposals will not be accepted after this time. Proposals shall be addressed as follows: The City of Cordova, Attn: Alan D. Lanning, City Manager, P.O. Box 1210. Cordova, AK 99574, RFQ & P EXECUTIVE SEARCH ENCLOSED. Electronically @ citymanager@cityofcordova.net

Selection Process and Evaluation

- The City of Cordova will review all responses and evaluate them based upon the requirements given in this Request for Qualification and Proposal including, but not limited to, the following criteria:
- Responsiveness of the proposal. 20%
- Ability, capacity, and skill of the respondent to perform the services. 20%
- Responses of the respondent's references. 5%
- Methodology for conducting lobbying (advocacy) services. 5%
- Experience of the respondent and individual members of the respondent's professional staff in performing similar services. 20%
- The ability of the respondent to perform the contract. 15%
- The firm's capability to meet the Scope of Work. 10%
- The qualifications of the professional staff proposed for the recruitment. 5%

.

Award Presentation

Subject to agreement negotiation, the City Council shall select a candidate or reject all proposals, at the July 17, 2019, regular meeting.

Contract Development

The City will conduct contract discussions and negotiations with the successful respondent with the assistance of the City Attorney.

June 30, 2019

REQUEST FOR PROPOSALS RFP# CA 19-06

CITY OF CORDOVA, ALASKA

Executive Recruiting Services

Timeline for City use of Federal Lobbyist 2009-2011

Regular Meeting Minutes ***12-02-2009***…… **(pp i-ii)**
regular meeting went past 11 pm so it was recessed until noon 12-03-2009 (pages 11-12 of those minutes) staff was directed to negotiate with preferred lobbyist, which turned out to be Nathan Butzlaff of Jefferson Consulting Group

Finance printout of ***2009-2011*** payments to Jefferson Consulting Group, LLC……. **(p iii)**
in 2009 ($8,160.66) and 2010 ($7,047.50) these 2 amounts were coded specifically to Cordova Center capital project, the rest in 2010 and 2011 were budgeted to a non-departmental line item (101-824-52189)

2010 City approved budget shows $10k in line item 101-824-52189…….…… **(pp iv-v)**

Resolutions ***05-10-29*** and ***07-10-46***…….. **(pp vi-vii)**
both approved in 2010 to increase the contract 2 times by $7,500, both times specifically calling out the need for lobbying concerning LT2

I also found a little info on a previous federal lobbyist from 2002-2004, Roy Jones (originally affiliated with Birch Horton Bittner Cherot) our City Attorney firm, which actually has a Washington DC office and perhaps can be a resource for lobbying services.

Allison asked if there was a schedule for the Board of Adjustments. After discussion a Board of Adjustment meeting was scheduled for January 15, 2010 at 7:00 p.m.

O. AUDIENCE PARTICIPATION - None

P. COUNCIL COMMENTS

Reggiani had a good time and learned a lot at the AML conference. It gave him some great ideas on property taxes and other things.

Allison doesn't totally blame Harris Sand & Gravel but feels PN&D is engineering this project and feels they weren't paying attention. They should have known what was in the ground. He feels they are raking us over the coals.

Cheshier is frustrated by the whole PN&D situation.

Kacsh also learned a lot at AML.

Henrichs is worried about the Sound Developer situation and we need to keep on top of it. It could cost the City a lot of money. ***Mayor Joyce*** said there was a meeting tomorrow regarding the situation.

M/Henrichs S/Bradford to recess the meeting at 11:02 p.m. until 12:00 p.m. on December 3, 2009.

There was no objection.

Mayor Joyce reconvened the regular meeting on December 3, 2009 at 12:10 p.m. in the library meeting room.

Present were ***Mayor Tim Joyce*** and Council members ***David Allison***, ***Bret Bradford***, ***EJ Cheshier***, and ***David Reggiani***. Also present were City Manager ***Mark Lynch***, Deputy Clerk ***Susan Bourgeois***, and Information Services Director ***Cathy Sherman***.

Q. EXECUTIVE SESSION

22. Review proposals for D.C. lobbyist.

M/Cheshier S/Bradford to enter into executive session for matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government, specifically to review proposals for a D.C. lobbyist.

Vote on motion: 4 yeas 0 nays 3 absent (***Henrichs, Kallander, Kacsh***). Motion carried.

Mayor Joyce convened the executive session at 12:12 PM

Mayor Joyce reconvened the regular meeting at 12:31 PM

M/Cheshier S/Reggiani to direct staff to negotiate with preferred lobbyist.

Vote on motion: 4 yeas 0 nays 3 absent (***Henrichs, Kallander, Kacsh***). Motion carried.

R. ADJOURNMENT

M/Reggiani S/Bradford to adjourn the meeting.
Vote on motion: 4 yeas 0 nays 3 absent (***Henrichs, Kallander, Kacsh***). Motion carried.

The meeting was adjourned at 12:32 PM

APPROVED: January 20, 2010

ATTEST: Leslie Justice
Leslie Justice, Temporary Assistant

CITY OF CORDOVA CORPORATE SEAL JULY 6, 1909 ALASKA

Report Criteria:
Detail report type printed
Vendor.Vendor number = 4682

Vendor Number	Name	Invoice Number	Description	Seq	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	Quantity	GL Account	GL Period
4682	Jefferson Consulting Group, LLC	90303	cordova ctr lobbing	1	02/28/2009	8,160.66	8,160.66	89676	05/13/2009	1.0000	42641159060	509
		91005	project code 65540 lobyist	1	01/31/2010	3,118.75	3,118.75	91164	03/17/2010	1.0000	10182452189	310
		91024	cordova center proj#65540	1	02/28/2010	7,047.50	7,047.50	91164	03/17/2010	1.0000	42641170110	310
		91048	professional service	1	03/31/2010	1,232.50	1,232.50	91401	05/03/2010	1.0000	10182452189	510
		91075	professional service	1	04/30/2010	1,812.50	1,812.50	91480	05/19/2010	1.0000	10182452189	510
		91095	proj.65540 professional service	1	05/31/2010	2,537.50	2,537.50	91584	06/08/2010	1.0000	10182452189	610
		91117	professional service	1	06/30/2010	911.30	911.30	91784	07/26/2010	1.0000	10182452189	710
		91143	professional service	1	07/31/2010	1,595.00	1,595.00	92240	10/22/2010	1.0000	10182452189	1010
		91172	professional service	1	09/30/2010	1,667.50	1,667.50	92240	10/22/2010	1.0000	10182452189	1010
		91148	professional service	1	10/20/2010	812.50	812.50	92240	10/22/2010	1.0000	10182452189	1010
		91193	professional service	1	10/31/2010	217.50	217.50	92382	11/18/2010	1.0000	10182452189	1110
		91214	professional service	1	11/30/2010	435.00	435.00	92497	12/14/2010	1.0000	10182452189	1210
		91233	professional service	1	01/01/2011	580.00	580.00	93362	05/23/2011	1.0000	10182452189	511
		91252	professional service	1	01/31/2011	3,088.75	3,088.75	92823	02/09/2011	1.0000	10182452189	211
		91269	professional service	1	02/28/2011	3,262.50	3,262.50	93362	05/23/2011	1.0000	10182452189	511
		91294	professional service	1	03/31/2011	4,205.00	4,205.00	93362	05/23/2011	1.0000	10182452189	511
		91317	professional service	1	04/30/2011	3,655.50	3,655.50	93362	05/23/2011	1.0000	10182452189	511
		91333	breakwater,shipyard proj.	1	05/31/2011	217.50	217.50	93892	09/15/2011	1.0000	10182452189	911
Grand Totals:						44,557.46	44,557.46			18.0000		

Non-departmental – Dept #824

51020	Operating Supplies - Copier and fax supplies, bulk purchase office supplies
52070	Lease/Rentals - Copier service agreement
52170	Dues and Subscriptions - AML - Thompson Publishing, RDC
52180	Professional Services – Grant Writer $20,000, Postage machine $5,800, Arctic IT $37,000, Annual software support $24,000, Copier services, Avalanche Mitigation $6,000Vehicle Licenses $800, Junk Vehicle Removal $35,000, bank fees,
52181	Software Support – Casselle, McAfee, Microsoft, etc.
52183	Avalanche Mitigation Contract - ½ of fee for Avalanche Mitigation / shared with State
52184	State Reimbursement Avalanche Contract – ½ reimbursement of Avalanche Mitigation Contract
52185	Bank Fees and Bank Reconciliation – Bank Fees and Bank Reconciliation costs
52189	Lobbyist Federal – Federal Lobbyist Fees
52190	Attorney Fees
52210	Audit Fees
52230	Junk Vehicle Removal – Junk Vehicle Removal costs
52240	IT Services – Arctic IT Contract and Misc.
~~52310~~	Public Relations - Promotions, Advertisements (use 101-501-57181)
56000	Insurance

Notes:

This budget section covers expenses are not attributable to any one department alone.

Account Number	Account Title	2007 Prior year 2 Actual	2008 Prior year Actual	2009 Current year Projected	2009 Amended Budget	2010 Adopted Budget
General Fund						
Non-Departmental						
101-824-50110	PERS	9,031.63	.00	.00	.00	.00
101-824-51020	Operating Supplies	10,090.29	9,941.35	13,500.00	10,000.00	10,000.00
101-824-52070	Leases & Rentals	12,128.16	18,089.92	16,600.00	16,600.00	16,600.00
101-824-52170	Dues & Subscriptions	3,188.20	.00	3,500.00	3,500.00	500.00
101-824-52180	Professional Services	73,464.32	206,540.66	81,200.00	81,200.00	5,000.00
101-824-52181	Software Support	.00	2,220.00	8,800.00	8,800.00	26,000.00
101-824-52183	Avalanche Mitigation Contract	.00	.00	15,750.00	.00	16,000.00
101-824-52184	State Reimb - Avalanche Contra	.00	.00	7,675.00-	.00	8,000.00-
101-824-52185	Bank Fees & Bank Reconciliatio	.00	2,425.83	2,500.00	.00	2,500.00
101-824-52189	Lobyist - Federal	.00	.00	.00	.00	10,000.00
101-824-52190	Attorney Fees	64,719.84	76,188.33	81,500.00	75,000.00	75,000.00
101-824-52210	Audit Fees	32,325.22	42,168.24	53,000.00	44,000.00	50,000.00
101-824-52230	Junk Vehicle Removal	.00	.00	.00	.00	33,000.00
101-824-52240	IT Services	.00	.00	20,000.00	.00	30,000.00
101-824-52245	Grant Writing Services	.00	.00	.00	.00	.00
101-824-52340	Eyak Site Remediation	41,503.87	40,189.44	.00	20,000.00	.00
101-824-52350	Recruitment and Moving	.00	24,777.03	27,100.00	.00	.00
101-824-55000	Other Equipment Repair	.00	932.99	.00	.00	.00
101-824-55010	Equipment & Furnishings	1,600.00	2,045.00	1,000.00	1,000.00	.00
101-824-56000	Insurance	301,845.07	240,172.51	280,000.00	280,000.00	250,000.00
Total Non-Departmental		549,896.60	665,691.30	606,575.00	550,100.00	519,600.00

CITY OF CORDOVA, ALASKA
RESOLUTION 05-10-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING A CONTRACT AMENDMENT IN THE AMOUNT OF $7,500.00 FOR ADDITIONAL WORK TO BE COMPLETED BY THE JEFFERSON CONSULTING GROUP WHICH IS AN ADDITION TO THE ORIGINAL CONTRACT FOR THE JEFFERSON CONSULTING GROUP

WHEREAS, the original approved contract was for $10,000; and

WHEREAS, the Jefferson Consulting Group has been asked to provide additional research, efforts and time required for the unanticipated LT2 issue; and

WHEREAS, the original contract placed a cap of $10,000 based on previous use of lobbying firms for the city in Washington D.C.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes a contract amendment in the amount of $7,500.00 for the Jefferson Consulting Group.

PASSED AND APPROVED THIS 5th DAY OF MAY, 2010

James Kallander, Mayor

CITY OF CORDOVA CORPORATE SEAL JULY 8, 1909 ALASKA

ATTEST:

Susan Bourgeois, City Clerk

CITY OF CORDOVA, ALASKA
RESOLUTION 07-10-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING A CONTRACT AMENDMENT INCREASE OF $7,500 FOR ADDITIONAL WORK TO BE COMPLETED BY THE JEFFERSON CONSULTING GROUP, BRINGING THE TOTAL CONTRACT AMOUNT TO $25,000, AND INCREASING BUDGET ACCOUNT NUMBER 604-837-59200, LT2 WATER QUALITY PROJECT, BY ADDITIONAL APPROPRIATION OF $7,500.

WHEREAS, the original approved contract was for $10,000; and

WHEREAS, the contract cap was previously increased to $17,500; and

WHEREAS, the Jefferson Consulting Group has been asked to provide additional research, efforts and time required for the unanticipated LT2 issue; and

WHEREAS, the current amended contract amount of $17,500 was based on an estimate of time needed to lobby concerning the LT2 water issue, but this issue has required more time than originally anticipated.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes a contract amendment increase of $7,500.00 for additional work to be completed by the Jefferson Consulting Group, bringing the total contract amount to $25,000, and increasing budget account number 604-837-59200, LT2 Water Quality Project, by additional appropriation of $7,500.

PASSED AND APPROVED THIS 21st DAY OF JULY, 2010

CITY OF CORDOVA CORPORATE SEAL JULY 8, 1909 ALASKA

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

AGENDA ITEM 17
City Council Meeting Date: 7/3/2019
CITY COUNCIL COMMUNICATION FORM

FROM: **Susan Bourgeois, City Clerk**

DATE: **6/27/2019**

ITEM: **Council approval of appointments to City Mgr Assessment Cmt**

NEXT STEP: **Approval of Motion**

_____	ORDINANCE	_____	RESOLUTION
__x__	MOTION	_____	INFORMATION

I. **REQUEST OR ISSUE:** The City Council will vote on Resolution 07-19-29 on July 3, 2019 which creates a City Manager Assessment Committee. Council member Bailer sponsored that resolution and also sponsors this agenda item which would populate the committee. The resolution calls for up to 7 members (council can and may have changed that number before this item is considered). The names Council member Bailer has brought forward of citizens that he has contacted and who have agreed to committee membership are:

Cathy Sherman, Jim Kacsh, Dave Roemhildt, Dan Logan, Tony Schinella, Cathy Renfeldt

II. **RECOMMENDED ACTION / NEXT STEP:** City Council should vote to appoint the committee members. One motion for all appointments is acceptable. Suggested motion is to move to approve appointments to the City Manager Assessment Committee. Then during discussion, the motion can be amended, and the 6 or 7 appointments can be specifically named.

III. **FISCAL IMPACTS:** staff time involved in prep work for committee meetings and in attendance of meetings

IV. **BACKGROUND INFORMATION:** Council member Bailer has brought 6 names forward of citizens who represent a wide range of Cordovans. He has asked the Clerk to email Council and give them a heads up to also bring names to the table and a slate of committee members can be discussed and agreed to before the vote. In at least the last 3 instances of a City Manger search, the City of Cordova has opted to use a committee of similar membership to assist Council.

V. **LEGAL ISSUES:** none

VII. **SUMMARY AND ALTERNATIVES:** if council did not approve resolution 07-19-29, then this item is not necessary at this time

City Council of the City of Cordova, Alaska

Pending Agenda July 3, 2019 Regular Council Meeting

A. Future agenda items - topics put on PA with no specific date

1) Code change re Council member service on boards/commissions, re mobile restaurant approval
2) Odiak Camper Park and/or other locations for long term rv/trailer space rentals in Cordova
3) Harbor expansion Town Hall type meeting - public input
4) Strategic Planning - revisit plan - schedule the next work session for this
5) Resolution 12-18-36 re E-911, will be back when a plan has been made, referred 12/19/18
6) Work Session w/ ADF&G re fisheries management decisions and their economic impact to Cordova
7) Joint work session with Harbor Commission on Waterfront Development - **after fishing (Sept 2019)**
8) Summer schedule - gauge interest in 1 meeting per month: July, August
9) Renewal of health care plan including subsidiary contracts and all amendments to date
10) Code change so school funding request comes later in year not May 1
11) Council discussion about Attorney billing/staff attorney use guidelines - fall 2019
12) Council/board training with City Attorney - **summer/fall 2019**?
13) Investment firms, specifics, manager to get more info to Council; btwn **Aug - Oct, 2019**

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

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

   9/4/2019 12/4/2019 3/4/2020 6/17/2020

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

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

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

   next principles mtg: **July 10, 2019, 5:30 - 8:00pm**, location tbd

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

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

6) Final Comprehensive Plan should be ready for Council approval in **October 2019**

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 July 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-

5) City Manager Assessment Committee:
authorizing resolution 07-19-29
pending council action 7/3/19
seats to be filled 7/3/19

1- 2- 3-
4- 5- 6-
7-

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

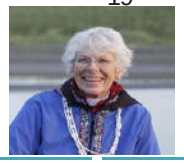
Tom Bailer re-appointed October 2018 3 year term until Sept 2021
appointed February 2017-filled a vacancy

3) Southeast Conference AMHS Reform Project Steering Committee

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

JULY 2019

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2	3	4 July 4th Holiday City Hall Offices Closed	5	6
7	8	9 6:30 P&Z CCAB	10 6:45 Council pub hrg CAB 7:00 Council reg mtg CCAB 6:00 Harbor Cms CCM 7:00 Sch Bd HSL	11	12 July 12-13, 2019	13
14	15 4H Music Camp July 15-19	16	17 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB 5:30 CTC Board Meeting	18	19 	20
21	22	23	24 6:00 CEC Board Meeting	25 6:00 CCMCAB HCR	26	27
28	29	30 6:00 P&R CCM	31	1	2	3
4	5					

Notes

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

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

AUGUST 2019

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

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

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

SEPTEMBER 2019

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Alaska State Fair Aug 22 - Sep 3 LABOR DAY Labor Day-City Hall Offices Closed		4 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	5 NFL opening day	6	7
8 NFL first Sunday	9	10 6:30 P&Z CCAB	11 6:00 Harbor Cms CCM 7:00 Sch Bd HSL	12	13	14
15	16	17	18 5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	19	20	21
22	23	24 6:00 P&R CCM	25 6:00 CEC Board Meeting	26 6:00 CCMCAB HCR	27	28
29	30	1	2	3	4	5
6	7					

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

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, Vice Mayor**		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**		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**		March 7, 2017	March-20
3 years	**Greg Meyer, Chair**	elected by board to fill a vacancy due to resignation	March 5, 2019 July 19, 2018	March-22
3 years	***vacant***		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***