Mayor
Clay Koplin
Council Members
Tom Bailer
Kenneth Jones
Jeff Guard
Melina Meyer
Anne Schaefer
David Allison
David Glasen
City Manager
Helen Howarth
City Clerk
Susan Bourgeois
Deputy Clerk
Tina Hammer
Student Council
William Deaton

Regular City Council Meeting
December 4, 2019 @ 7:00 pm
Cordova Center Comm Rooms
Agenda

Happy Turkey Day
November 28, 2019

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 – see item **11a**.
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

G. Approval of Consent Calendar……... **(no motion required)(roll call vote)**
5. Ordinance 1181…… **(page 1)**
An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code Chapter 18.90 as recommended by the Alaska office of History and Archaeology, the Historic Preservation Commission, and the Planning Commission
6. Resolution 12-19-52…… **(page 8)**
A resolution of the Council of the City of Cordova, Alaska, adopting the City of Cordova comprehensive plan update
7. Resolution 12-19-53……..…… **(page 12)**
A resolution of the Council of the City of Cordova, Alaska, authorizing the transfer of Parcels 2, 3, 4, and 6 within the right-of-way lines of Alaska project no. Z631930000 along Orca Road at no cost and less than fair market value to the State of Alaska, Department of Transportation and Public Facilities
8. Resolution 12-19-54……..…. **(page 36)**
A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a five (5) year lease of Lots 3 and 4, Block 8, Original Townsite and all improvements thereon with the Cordova Chamber of Commerce
9. Resolution 12-19-55……... **(page 50)**
A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a three (3) year lease of the building locally known as the "Old Sea Grant Office" located on a portion of Lot 3, Block 7A, Tidewater Development Park with the Prince William Sound Science Center

H. Approval of Minutes - none

I. Consideration of Bids - none

J. Reports of Officers

10. Mayor's Report

11. Manager's Report…….. **(page 64)**

a. City Planner ***Leif Stavig*** comprehensive plan report

12. City Clerk's Report…….. **(page 66)**

K. Correspondence

13. 11-21-19 ADEC Public Review for Shoreside APDES preliminary draft permit……..…. **(page 67)**

14. 11-26-19 Email from Tom McGann supporting Comp Plan approval……..…..…. **(page 68)**

15. 12-11-19 Whitshed Rd & Pedestrian Improvements Project public meeting notice……. **(page 69)**

15a. 11-27-19 Letter from M. Meyer re marijuana surtax…….…. **(page 69.1)**

L. Ordinances and Resolutions

16. Ordinance 1178…….. **(roll call vote)(page 70)**

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 5.40.012 to add marijuana, marijuana concentrates, marijuana products, cigarettes, tobacco products and alcoholic beverages to the list of sales subject to a six percent surtax and amending 5.40.020 to add definitions of each – 2nd reading

17. Ordinance 1179……..…. **(roll call vote)(page 74)**

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 5.40.010 to impose seasonal sales tax rates of five percent in winter and eight percent in summer of each year – 2nd reading

18. Ordinance 1180……..……. **(roll call vote)(page 76)**

An ordinance of the City Council of the City of Cordova, Alaska, amending Chapter 5.40.010 to adopt a one percent increase to the general sales tax imposed by the City of Cordova – 2nd reading

M. Unfinished Business - none

N. New & Miscellaneous Business

19. Council direction to staff to explore options to form a coalition of communities interested in legal action for restoration of ferry service

20. Pending Agenda, Calendar and Elected & Appointed Officials lists…….....…. **(page 77)**

O. Audience Participation

P. Council Comments

Q. Executive Session

City Council is permitted to enter into an executive session if an explicit motion is made to do so calling out the subject to be discussed and if that subject falls into one of the 4 categories noted below. Therefore, even if specific agenda items are not listed here, under the Executive Session header on the agenda, any item on the agenda may trigger discussion on that item that is appropriate for or legally requires an executive session. In the event executive session is appropriate or required, Council may make a motion to enter executive session right during debate on that agenda item or could move to do so later in the meeting.

R. Adjournment

Executive Sessions per Cordova Municipal Code 3.14.030

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

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AGENDA ITEM 5
City Council Meeting Date: 12/4/19
CITY COUNCIL COMMUNICATION FORM

FROM: **Planning Staff**

DATE: **11/25/19**

ITEM: **Ordinance 1181**

NEXT STEP: **Adopt Ordinance**

_____	INFORMATION	_____	RESOLUTION
__X__	ORDINANCE	_____	MOTION

I. <u>REQUEST OR ISSUE</u>: Requested Action: Code Change via Ordinance 1181
Attachments: Ordinance 1181; Historic Preservation Commission Resolution 18-01; Planning Commission Resolution 18-08

II. <u>RECOMMENDED ACTION / NEXT STEP</u>: "I move to approve Ordinance 1181."

III. <u>BACKGROUND INFORMATION</u>:

4/13/17 – From the minutes of the Cordova Historic Preservation Commission (CHPC):

Review and recommend proposed amendments to Cordova City Code, Chapter 18.90
Commission reviewed email exchange between N. Bird and Summer Louthan, an architectural historian from the State's Historic Office (Jan. 7 and 9, 2017) regarding requirements and recommendations for the ordinance to ensure the city be recognized as a Certified Local Government. Bird said the "second draft" of the proposed amendments incorporates Louthan's advice.
Discussion ensued. It was noted that the Historic District in Cordova was first established in 1985 when the city limits were much smaller. Consensus reached to review the ordinances as adopted in 1985, 1992 and 1995 for comparison with the current proposed amendments.

12/4/17 – From the minutes of CHPC:

Final review and recommendation regarding amendments to <u>Cordova City Code, Chapter 18.90</u> – Motion by Bird, seconded by Lange to recommend to the Cordova Planning and Zoning Commission the amendments included in the document titled "Second Draft" of amendments to Chapter 18.90, Cordova City Code.

Bird noted that the Commission had reviewed these amendments last April and requested that the prior city ordinances referenced in the code be reviewed before final approval of the proposed amendments. Copies of the 1992 ordinance amending the prior Chapter 18.90 in its entirety, and copies of 1994 and 1995 amendments were distributed to Commission members present. Bird highlighted the most substantial differences she found between the current Chapter 18.90 and the earlier versions. After brief discussion, the motion was passed without objection.

4/5/18 – From the minutes of CHPC:

Resolution 18-01, regarding the Commission's recommendation to Planning & Zoning on Title 18

Bird explained that the City Planner requested a resolution similar to 18-01 to forward the amendments previously recommended by the Historic Commission.

Motion by Bird, seconded by Sherman to approve Resolution 18-01.

Motion adopted without objection.

11/13/18 – The Planning Commission reviewed the proposed changes and passed Resolution 18-08, recommending the City Council amend the code. From the minutes:

M/***Bolin*** S/***Baenen*** to approve Resolution 18-08.

Bolin said that it looked great. ***Lohse*** said that it looked like it was removing the requirement that the commission complete a historical building survey. ***McGann*** said that commission was only recently reconstituted. ***Stavig*** said that 30 to 40 years ago, the commission did some really interesting historical things in town. ***McGann*** said that his understanding was that the historical district applied to all of the town.

Upon voice vote, motion passed 5-0.

Yea: ***McGann, Baenen, Roemhildt, Bolin, Lohse***

Absent: ***Pegau, Bird***

With input from the Alaska Office of History and Archaeology, CHPC and the Planning Commission have reviewed and recommended making changes to Chapter 18.90 of the Cordova Municipal Code. Questions concerning the ordinance should be referred to the CHPC.

IV. LEGAL ISSUES: If the ordinance is adopted, all updates will be effective 30 days after the posting and publication of the second reading.

V. SUMMARY AND ALTERNATIVES: The council could choose to not adopt the ordinance.

CITY OF CORDOVA, ALASKA
ORDINANCE 1181

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING CORDOVA MUNICIPAL CODE CHAPTER 18.90 AS RECOMMENDED BY THE ALASKA OFFICE OF HISTORY AND ARCHAEOLOGY, THE HISTORIC PRESERVATION COMMISSION, AND THE PLANNING COMMISSION

WHEREAS, the Historic Preservation Commission has determined that Cordova Municipal Code Chapter 18.90 entitled Cordova Historical District and Historic Preservation Commission needed to be amended; and

WHEREAS, Chapter 18.90 was last reviewed and amended in 1995; and

WHEREAS, the Alaska Office of History and Archaeology recommended the amendments to the Historic Preservation Commission; and

WHEREAS, the Historic Preservation Commission has recommended the amendments to the Planning Commission via Cordova Historic Preservation Commission Resolution 18-01; and

WHEREAS, the Planning Commission has recommended the amendments to the City Council via Planning Commission Resolution 18-08; and

WHEREAS, the City Council finds that it is in the City's best interest to amend the chapter.

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

Section 1. Cordova Municipal Code Chapter 18.90 is hereby amended to read as follows:

Chapter 18.90 - CORDOVA HISTORICAL DISTRICT AND HISTORIC PRESERVATION COMMISSION

18.90.010 - Cordova ~~historical~~ **historic** preservation commission established.

A. There is created a historic preservation commission. The commission shall have seven members which shall consist of one currently sitting member of the Cordova planning ~~and zoning~~ commission, one current member of the Cordova historical society, one member selected by the native village of Eyak and four public members appointed by the mayor and confirmed by the city council. One of the public members shall be a Cordova resident with a demonstrated interest or knowledge of historic preservation. The final three members shall be professionals, as defined by the National Park Service Regulations, from the disciplines of history, architecture or architectural history, and archaeology.
B. Ex Officio Members. The mayor and the city manager shall be ex officio members of the commission and shall have the privilege of the floor, but no right to vote.
C. Terms of Office. Members of the commission shall be appointed for three-year terms, provided however, that in the first instance ~~one~~ **two** member**s** shall be appointed for one year, two members appointed for two years and ~~two~~ **three** members appointed for three years.
D. Filling of Vacancies. Appointments to fill vacancies shall be for the unexpired term of the vacated position.

18.90.020 - Cordova ~~historical~~ **historic** preservation commission-Officers.

A. The commission shall annually organize and elect a chair, vice-chair, and secretary at the first meeting **of a new fiscal year**. ~~following appointment of new commissioners, but in any event no later than July 31st of each year~~

DRAFT

B. The chair shall preside over the meetings of the commission and shall exercise all powers usually incident to the office and shall be a voting member with full right to have his vote recorded in all deliberations of the commission.
C. The vice-chair shall assume the duties of the chair in his absence. In case of the absence of both the chair and the vice-chair, the members present may elect a temporary chair for the meeting who shall, during such meeting, have full powers of the chair.
D. The secretary shall be responsible for taking and typing minutes of all meetings of the commission, and for providing the minutes to the city clerk for distribution and recordkeeping.

18.90.030 - Cordova ~~historical~~ **historic** preservation commission-Meetings.

A. The commission shall meet regularly at a time and place set by the commission. The commission will meet twice a year at a minimum. The commission shall conduct business in accordance with the Open Meeting Laws of Alaska. This includes adequate public notice of all meetings including the meeting time, place and agenda items. Notice of postponement of any regular meeting must be given to each member and to the public at least twenty-four hours in advance.
B. Special meetings may be called by the chair and at such times as the commission may determine necessary provided that at least twenty-four hours' notice of a special meeting is given to each member at his established residence or business, and to the public.
C. The commission shall keep minutes of its proceedings showing the vote on each issue and the number absent or failing to vote. The commission shall keep records of its official actions, all of which shall be filed in the office of the city clerk and shall be kept as a public record.
D. A majority of the membership of the commission shall constitute a quorum for the transaction of business. A public hearing may be opened and comments received without a quorum of the commission present, provided that no action may be taken on any issue until minutes have been received by absent commission members. Action can then be taken at the next meeting. Action can be taken after the public hearing if a quorum is assembled and all members present are informed of the substance of public testimony.
E. The commission shall conduct business using the latest edition of Robert's Rules of Order. All main motions shall be made in the affirmative.
F. Any member who has a substantial personal interest or financial interest of any kind in any questions being voted upon shall identify his interest and declare a possible conflict of interest. He shall not be excused from voting thereon except with the concurrence of the majority of the members present.
G. Any member of the commission anticipating an absence from commission meetings shall so advise the commission. A member who misses three consecutive regular meetings without prior excuse shall automatically be recommended for replacement to the mayor.
H. All recommendations by the commission to the planning commission or to the city council shall be made by resolution. Resolutions shall be numbered consecutively within each year according to the sequence of approval and shall be signed by the chair and secretary.
I. Rules and procedures of the commission may be amended at any regular or special meeting by a majority vote of the membership of the commission.

18.90.040 - Cordova ~~historical~~ **historic** preservation commission-Powers and duties designated.

~~A. Survey and Inventory of Community Historic Resources. The commission shall conduct or cause to be conducted a survey of the historic, architectural, and archaeological resources within the community. The survey shall be compatible with the Alaska Heritage Resources Survey and able to be readily integrated into statewide comprehensive historic preservation planning and other planning processes. Survey and inventory documents shall be maintained and released on a need-to-know basis to protect sensitive site locations from possible vandalism. (Section 3.(a-c) CLG regulations). The survey shall be updated at least every ten years.~~

DRAFT

A. Develop a local historic preservation plan providing for identification, protection, and interpretation of Cordova's significant cultural resources. This plan is to be compatible with the Alaska historic preservation plan.

~~B.~~

B. Review and make recommendations about local projects that might affect properties identified in the historic preservation plan.

~~C.~~

C. Review Proposed Nominations to the National Register of Historic Places. The commission shall review and comment to the State Historic Preservation Officer on all proposed National Register nominations for properties within the boundaries of the community. When the commission considers a National Register nomination which is normally evaluated by professionals in a commission, the commission will seek expertise in this area before rendering its decision.

~~C.~~

D. Provide Advice and Information. The commission shall act in an advisory role to the Cordova planning and zoning commission who will make recommendations to the Cordova city council. It shall also advise and assist other city officials and departments and the public regarding the identification, protection, and enhancement of local historic and archaeological resources. The commission shall work toward continuing education of citizens regarding historic preservation. It shall assist property owners in any way necessary including help with getting their property on the National Register and in identifying funding sources for specific projects.

~~D.~~

E. The commission shall support the enforcement of the Alaska Historic Preservation Act (AS 41.35).

~~E.~~

F. The commission shall support the enforcement of any local preservation laws that may be passed.

~~F.~~

G. The commission ~~may~~ **shall** draft or make recommendations on local preservation ordinances, a preservation plan, or an overall development plan with a preservation or "building style" theme and make recommendations to the planning and zoning commission who, in turn, will make recommendations to the city council.

~~18.90.050 - Continuation.~~
~~The city council, annually at the first meeting in November, by an affirmative vote, may continue the existence of the commission. In the absence of an affirmative vote by council, the commission will cease to exist within thirty days.~~

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

1st reading: December 4, 2019 2nd reading and public hearing: _____

PASSED AND APPROVED THIS ____ DAY OF _____ 201__.

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

DRAFT

CITY OF CORDOVA, ALASKA
CORDOVA HISTORIC PRESERVATION COMMISSION
RESOLUTION 18-01

A RESOLUTION OF THE CORDOVA HISTORIC PRESERVATION COMMISSION OF THE CITY OF CORDOVA, ALASKA, RECOMMENDING TO THE PLANNING & ZONING COMMISSION OF THE CITY OF CORDOVA, ALASKA TO UPDATE CHAPTER 18.90 OF THE CORDOVA MUNICIPAL CODE.

WHEREAS, the Historic Preservation Commission reviewed chapter 18.90; and

WHEREAS, Chapter 18.90 was last reviewed and amended in 1995; and

WHEREAS, the Historic Preservation Commission determined that Chapter 18.90 entitled Cordova Historical District and Historic Preservation Commission needed updates; and

WHEREAS, the Historic Preservation Commission receives support and advice from the Alaska Historic Commission and the Alaska Office of History and Archaeology; and

WHEREAS, the Alaska Office of History and Archaeology provided recommended updates to Chapter 18.90 which were included in the update,

NOW, THEREFORE BE IT RESOLVED THAT the Cordova Historic Preservation Commission of the City of Cordova, Alaska hereby recommends to the Planning & Zoning Commission of the City of Cordova, Alaska to amend Chapter 18.90 of the Cordova Municipal Code, as detailed in the attached document (with deleted language shown as strike-outs and additions underlined) in order to update and clarify the purpose and authorities of the Cordova Historic Preservation Commission.

PASSED AND APPROVED THIS 5TH DAY OF APRIL, 2018

Jim Casement, Chair

ATTEST:

Samantha Greenwood, City Planner

CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 18-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA, ALASKA, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA TO AMEND CORDOVA MUNICIPAL CODE CHAPTER 18.90 CORDOVA HISTORICAL DISTRICT AND HISTORIC PRESERVATION COMMISSION IN ORDER TO UPDATE AND CLARIFY THE CODE.

WHEREAS, the Historic Preservation Commission determined Cordova Municipal Code Chapter 18.90, entitled Cordova Historical District and Historic Preservation Commission needed to be amended; and

WHEREAS, the Alaska Office of History and Archaeology recommended the amendments to the Historic Preservation Commission; and

WHEREAS, the Historic Preservation Commission has recommended the amendments to the Planning Commission via Cordova Historic Preservation Commission Resolution 18-01; and

WHEREAS, the Planning Commission recommend City Council approve the ordinance amending Chapter 18.90.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend to the City Council of the City of Cordova, Alaska to amend Cordova Municipal Code Chapter 18.90 Cordova Historical District and Historic Preservation Commission in order to update and clarify the code.

PASSED AND APPROVED THIS 13TH DAY OF NOVEMBER, 2018

Tom McGann, Chair

ATTEST:

Leif Stavig, Interim City Planner

AGENDA ITEM 6
City Council Meeting Date: 12/4/19
CITY COUNCIL COMMUNICATION FORM

FROM: **Planning Staff**

DATE: **11/25/19**

ITEM: **Resolution 12-19-52**

NEXT STEP: **Pass Resolution**

_____ INFORMATION __X__ RESOLUTION
_____ MOTION _____ ORDINANCE

I. <u>REQUEST OR ISSUE:</u> The Cordova Comprehensive Plan Update has been finalized and is ready for final adoption. ***City Planner Leif Stavig*** will give a brief presentation at the Guest Speaker time slot, so that would be a good time for Council to ask questions.

II. <u>RECOMMENDED ACTION / NEXT STEP:</u> Pass Resolution 12-19-52: "I move to approve Resolution 12-19-52."

III. <u>BACKGROUND INFORMATION:</u> The city has spent over a year involved in an intensive planning process to develop a new comprehensive plan. After an extensive and far-reaching public process, the plan has been finalized and is ready for final adoption.

The comprehensive plan consists of an Executive Summary, the Full Plan document, and Plan Appendices. All of these are available on the website at: www.cordovacompplan.com. Print copies can be provided by staff by request.

Once the plan has been adopted, print copies will be provided to City Council.

11/13/19 – The Planning Commission and Comprehensive Plan Committee held a Joint Work Session on the Final Draft of the Comprehensive Plan Update. After the Work Session, the Planning Commission held their Regular Meeting and passed Resolution 19-10 (attached), recommending that City Council adopt the plan. From the unapproved minutes from the meeting:

M/***Bolin*** S/***Baenen*** to approve Resolution 19-10

Bolin said that it has been a long process with a lot of work. It has been 10 years since the last plan and they are already using it. ***Baenen*** said that a new comprehensive plan had been discussed since he's been on the commission, and he looks forward to using it. Bird said she looked forward to it moving on to City Council. ***Pegau*** said he was happy to see it at this stage.

Upon voice vote, resolution passed 7-0.
Yea: ***McGann, Pegau, Baenen, Roemhildt, Bird, Bolin, Lohse***

CITY OF CORDOVA, ALASKA
RESOLUTION 12-19-52

A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, ADOPTING THE CITY OF CORDOVA COMPREHENSIVE PLAN UPDATE.

WHEREAS, the City of Cordova's existing Comprehensive Plan was last updated in 2008; and

WHEREAS, the City of Cordova has developed a Cordova Comprehensive Plan Update consisting of three parts: an Executive Summary, the Full Plan document, and Appendices; and

WHEREAS, the City of Cordova contracted with Agnew::Beck to facilitate the development of the Cordova Comprehensive Plan; and

WHEREAS, the City of Cordova, Agnew::Beck, and a Comprehensive Plan Committee comprised of community volunteers representing different perspectives and sectors, spent over a year engaged in an effort to gain widespread and varied public input for the comprehensive plan through in-depth interviews, presence at six large-scale events, a community survey and interactive map, a visitor survey, a project website, several informational postcards, newspaper and radio coverage, and a final extended public comment period; and

WHEREAS, the Cordova Comprehensive Plan Update will serve as a community resource and guide, offering recommendations that protect what residents value most about Cordova while benefiting and enhancing the quality of life for current and future residents; and

WHEREAS, the Cordova Comprehensive Plan Update is a community-driven tool that will provide direction to community leaders, residents, funders and other partners for years to come.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova, Alaska does hereby adopt the City of Cordova Comprehensive Plan Update.

PASSED AND APPROVED THIS 4th DAY OF DECEMBER 2019

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

DRAFT

CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 19-10

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA, ALASKA, RECOMMENDING THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA APOPT THE CORDOVA COMPREHENSIVE PLAN UPDATE

WHEREAS, the City of Cordova's existing Comprehensive Plan was last updated in 2008; and

WHEREAS, the City of Cordova has developed a Cordova Comprehensive Plan Update consisting of three parts: an Executive Summary, the Full Plan document, and Appendices; and

WHEREAS, the City of Cordova contracted with Agnew::Beck to facilitate the development of the Cordova Comprehensive Plan; and

WHEREAS, the City of Cordova spent over a year engaged in an effort to gain widespread and varied public input for the comprehensive plan through in-depth interviews, presence at six large-scale events, a community survey and interactive map, a visitor survey, a project website, several informational postcards, newspaper and radio coverage, and a final extended public comment period; and

WHEREAS, the Cordova Comprehensive Plan Update will serve as a community resource and guide, offering recommendations that protect what residents value most about Cordova while benefiting and enhancing the quality of life for current and future residents; and

WHEREAS, the Cordova Comprehensive Plan Update is a community-driven tool that will provide direction to community leaders, residents, funders and other partners for years to come.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommends the City Council of the City of Cordova, Alaska adopt the Cordova Comprehensive Plan Update.

PASSED AND APPROVED THIS 12TH DAY OF NOVEMBER, 2019

Tom McGann, Chair

ATTEST:

Leif Stavig, City Planner

AGENDA ITEM 7
City Council Meeting Date: 12/4/19
CITY COUNCIL COMMUNICATION FORM

FROM: **Planning Staff**

DATE: **11/25/19**

ITEM: **Transfer Parcels Along Orca Road to Alaska Department of Transportation**

NEXT STEP: **Approve Resolution 12-19-53**

_____ INFORMATION __X__ RESOLUTION
_____ MOTION _____ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions:	Approve Resolution
Applicant:	Alaska Department of Transportation
Legal Description:	Parcels 2, 3, 4, and 6 as shown in deeds
Area:	Approx. .36 acres combined
Zoning:	Industrial/Conservation
Attachments:	Resolution 12-19-53
	Memorandum of Agreement and Quitclaim Deeds

II. RECOMMENDED ACTION / NEXT STEP: Staff suggest the following motion: **"I move to approve Resolution 12-19-53."**

III. FISCAL IMPACTS: Transfer of property is at no cost to the City of Cordova. The state is responsible for all costs associated with the exchange.

IV. BACKGROUND INFORMATION:

9/13/19 – The Alaska Department of Transportation (ADOT) submitted a Letter of Interest for Parcels 2, 3, 4, and 6 along Orca Road.

10/8/19 – The Planning Commission recommended City Council dispose of the property by direct negotiation. From the minutes of the Regular Meeting:

M/***Bolin*** S/***Bird*** to recommend to City Council to dispose of Parcels 2, 3, 4, and 6 as indicated in the Letter of Interest submitted by the Alaska Department of Transportation with attached drawings as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with the Alaska Department of Transportation to purchase the property.

Bolin said that his understanding was that the property was needed for the project to replace the culverts at Hippy Cove and to repave the road, which will improve the quality of life in Cordova. ***Stavig*** explained that there were four parcels, several of which are very small. The state also had to acquire property from private property. For federal funding of the project, the state has to show they are the owner. ***Baenen*** verified that they were basically taking the bare minimum for what they needed. ***Stavig*** said that the project has been collaborative between the city and the state as the city is looking at options for extending the sewer line out Orca Road.

Upon voice vote, motion passed 4-0.
Yea: ***McGann, Baenen, Bird, Bolin***
Absent: ***Pegau, Roemhildt, Lohse***

10/16/19 – The City Council directed the City Manager to negotiate directly with ADOT for the property:

M/Schaefer S/Allison to dispose of Parcels 2, 3, 4 and 6 as indicated in the Letter of Interest submitted by the Alaska Department of Transportation with attached drawings as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with the Alaska Department of Transportation to purchase the property for less than fair market value
Schaefer said she is in favor – this is a huge project that DOT has been working on with the City, the CRWP – it is a benefit to the City for the culvert replacement, will be an improvement to the infrastructure there, a very collaborative process. ***Allison*** said he would echo those comments and added that the Planning Commission looked at this and unanimously voted to support it as well.
Vote on the motion: 7 yeas, 0 nays. Motion was approved.

ADOT has been planning and engineering a culvert replacement project on Orca Road for the past few years. In order to do the project, they require additional right of way from city-owned property along the road. This project has involved a lot of collaboration between the city and ADOT and will be a significant improvement to the deteriorating road and associated infrastructure. These parcels have existing ADOT infrastructure located on them that will be improved as a part of this project.

V. LEGAL ISSUES: Disposal documents have been reviewed by the city attorney.

CITY OF CORDOVA, ALASKA
RESOLUTION 12-19-53

A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE TRANSFER OF PARCELS 2, 3, 4, AND 6 WITHIN THE RIGHT-OF-WAY LINES OF ALASKA PROJECT NO. Z631930000 ALONG ORCA ROAD AT NO COST AND LESS THAN FAIR MARKET VALUE TO THE STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES.

WHEREAS, pursuant to CMC 5.22, the Planning Commission made a recommendation to City Council and City Council directed the City Manager to directly negotiate with the State of Alaska, Department of Transportation and Public Facilities to purchase Parcels 2, 3, 4, and 6 as indicated in their letter of interest (the "Property"); and

WHEREAS, the City Council finds that pursuant to CMC 5.22.070(A), the Property may be disposed of at less than fair market value because the same of the Property to the State of Alaska Department of Transportation will result in the use of the property for a purpose beneficial to the City of Cordova; and

WHEREAS, conveying the property for no consideration is beneficial to the City of Cordova as the culvert replacement project on Orca Road will be a significant improvement to the deteriorating road and associated infrastructure; and

WHEREAS, the draft Memorandum of Agreement and Quitclaim Deeds identifying the Property are attached hereto.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova hereby authorizes and directs the City Manager to convey the Property to the State of Alaska, Department of Transportation and Public Facilities in accordance with the terms in the Memorandum of Agreement. The form and content of the Memorandum of Agreement and Warranty Deeds now before this meeting are in all respects authorized, approved and confirmed by this resolution, 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, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the documents as executed.

PASSED AND APPROVED THIS 4th DAY OF DECEMBER 2019.

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

DRAFT

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

MEMORANDUM OF AGREEMENT

PROJECT NAME: NR DEEP CULVERTS STAGE III
STATE PROJECT #: Z639130000
FEDERAL-AID PROJECT #: 000S (770)
PARCEL #: 2, 4, 6, TCE-4,TCE- 6, & TCE- 8

AGREEMENT has been reached this _____ day of _____,2____, between the owner or owners of the below designated parcel or parcels and the **DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILIITES,** for the purchase of said parcel or parcels. The amount to be paid, and other considerations to be given in full satisfaction of this Agreement, are as follows:

Right-of-Way Acquisition: $ 0
Retention Value $ 0
Total Compensation $ 0
Fixtures and improvements purchased: $ _____
Land purchased: See Deeds and TCEs (sq.ft.) _____ (acres)
Damages are a considerations: ☐ yes ☒ no Amount of Damages $_____ included in total compensation

Other Conditions:

1. Taxes and Special Assessments, if any, delinquent from former years, and Taxes and Special Assessments for the current year, if due and/or payable, shall be paid by the vendor or vendors.
2. This Memorandum embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein.
3. The vendor or vendors hereby agree that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remaindermen, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said vendor or vendors agree to discharge the same.
4. THIS AGREEMENT shall be deemed a CONTRACT extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representative, successors and assigns of the parties, only when the same shall have been approved by the Regional Chief Right-of-Way Agent on behalf of the Department.

Of the total amount of compensation hereinabove agreed upon, the sum of $ 0 shall be paid upon execution and delivery of a good and sufficient: ☒ Warranty Deed ☒ Easement ☒ Temporary Const. Easements or ☐ Other, and the balance of the compensation, amounting to $ 0 shall be paid upon compliance by the vendor or vendors with the terms hereof.

Disbursement of funds will be made in the following manner:

Vendor or Vendors	Amount of Payment
City of Cordova	**$0.00**

The terms of this Agreement are understood and assented to by us and payment is to be made in accordance with the above.

DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES

Design Project Manager Date
Signature required when construction consideration is involved

Construction Manager Date
Signature required when construction consideration is involved

Right-of-Way Agent Date

REGIONAL CHIEF RIGHT-OF-WAY AGENT Date
Region: Northern

By: Date

Title:

Owners Date

25A-R605 (NR Rev 11/19/18)

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES **QUITCLAIM DEED** (Corporate/Partial Property)	PROJECT NAME: NR DEEP CULVERTS STAGE III STATE PROJECT #: Z639130000 FEDERAL-AID PROJECT #: 000S (770) PARCEL #: 2

THE GRANTOR, City of Cordova, whose mailing address is P.O. Box 1210, Cordova, Alaska 99574, for and in consideration of TEN DOLLARS ($10), and other valuable consideration, in hand paid, conveys and warrants to the GRANTEE, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, whose mailing address is 2301 Peger Road, Fairbanks, Alaska 99709, all rights, title, and interest, if any, which it has or may hereinafter acquire in the following-described real estate located in the State of Alaska:

All that part of the following-described tract of land:

A parcel of land found in Section 22, Township 15 South, Range 3 West (Copper River Meridian), and being a portion of the land conveyed to the City of Cordova in Book 76 Page 749 and depicted on ASLS 79-261 (recorded as Plat # 84-3) as recorded in the Cordova Recording District, and more particularly described as follows:

Commencing at a point at the northwest corner of the herein described parcel, said point being located on the south easterly right of way limit of the Orca Road, said point being located 36.77 feet right of Design Center Line Station 22+45.42 of the Orca Road and also being the **TRUE POINT OF BEGINNING**;

THENCE proceeding on a bearing of S 32° 27' 07" E, on a distance of 32.89 feet to a point;

THENCE proceeding on a bearing of N 31° 36' 56" E, on a distance of 78.30 feet to a point;

THENCE proceeding on a bearing of N 32°28'19" W, on a distance of 31.93 feet to a point located on the south easterly limit of the Orca Road right of way;

THENCE proceeding on a bearing of S 32°14'48" W, on a distance of 12.75 feet along the right of way limit of said Orca Road to a point bring located at the intersection of said right of way and other lands of the City of Cordova acquired in Book 77 Page 320;

THENCE proceeding on a bearing of S 15° 41'45" W, on a distance of 5.20 feet along the common boundary of parcels acquired by the City of Cordova to a point;

THENCE proceeding on a bearing of S 43° 25'45" W, on a distance of 7.63 feet along the common boundary of parcels acquired by the City of Cordova to a point located on the south easterly limit of the Orca Road right of way;

THENCE proceeding on a bearing of S 32°14'48" W, on a distance of 52.66 feet along the south easterly limit of the right of way of said Orca Road to a point, said point being the **TRUE POINT OF BEGINNING**

Said described parcel contains 0.052 acres, more or less, subject to any and all easements, reservations, restrictions and conveyances of record.

Which lies within the right-of-way lines of Alaska Project No. Z631930000 delineated as to said tract of land on the plat attached hereto and made a part hereof as pages 4 & 5 of this instrument and designated as Parcel No. 2.

Said parcel, containing 0.052 acres, more or less, in addition to existing right-of-way, is hereby conveyed to the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES.

Dated this_____ day of _____, 2____.

CITY OF CORDOVA

By: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
: ss
_____JUDICIAL DISTRICT)

On this _____ day of _____, 2_____, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____(Name), _____(Title), respectively, of the City of Cordova, known to me to be the identical individual who executed the foregoing instrument, and they acknowledged to me that they executed the same as the free and voluntary act of said company, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

_____
Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, Grantee herein, acting by and through its Commissioner, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2____.

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

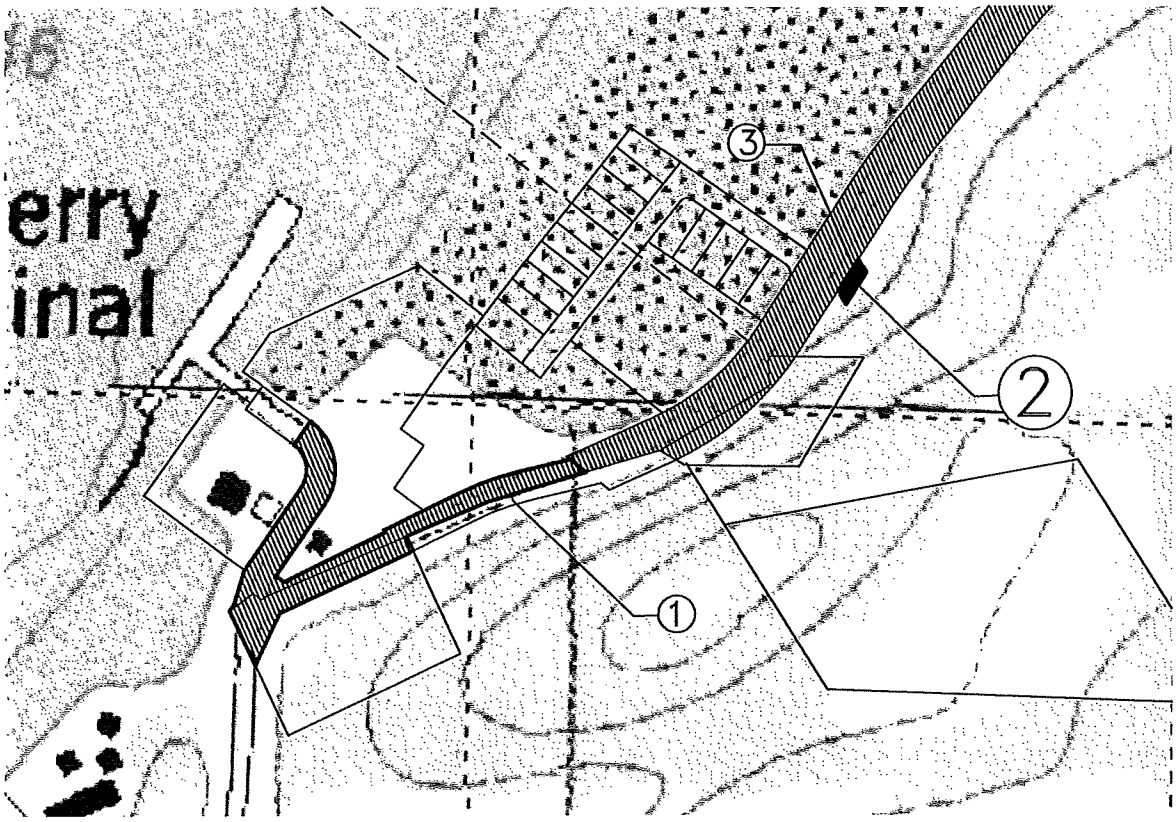
By: _____
For the Commissioner

Filed for Record at the Request of and Return to:
State of Alaska
DOT&PF – Right of Way Dept.
2301 Peger Road, MS 2553
Fairbanks, AK 99709-5399
State Business-No Charge

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
&
PUBLIC FACILITIES

T15S R3W
C.R.M.
SEC 22

RIGHT OF WAY REQUIRED
000S(770)/Z6391300000
DEEP CULVERT REPLACEMENT
CORDOVA



OWNER: CITY OF CORDOVA
REMAINING AREA: 1.305 ACRES

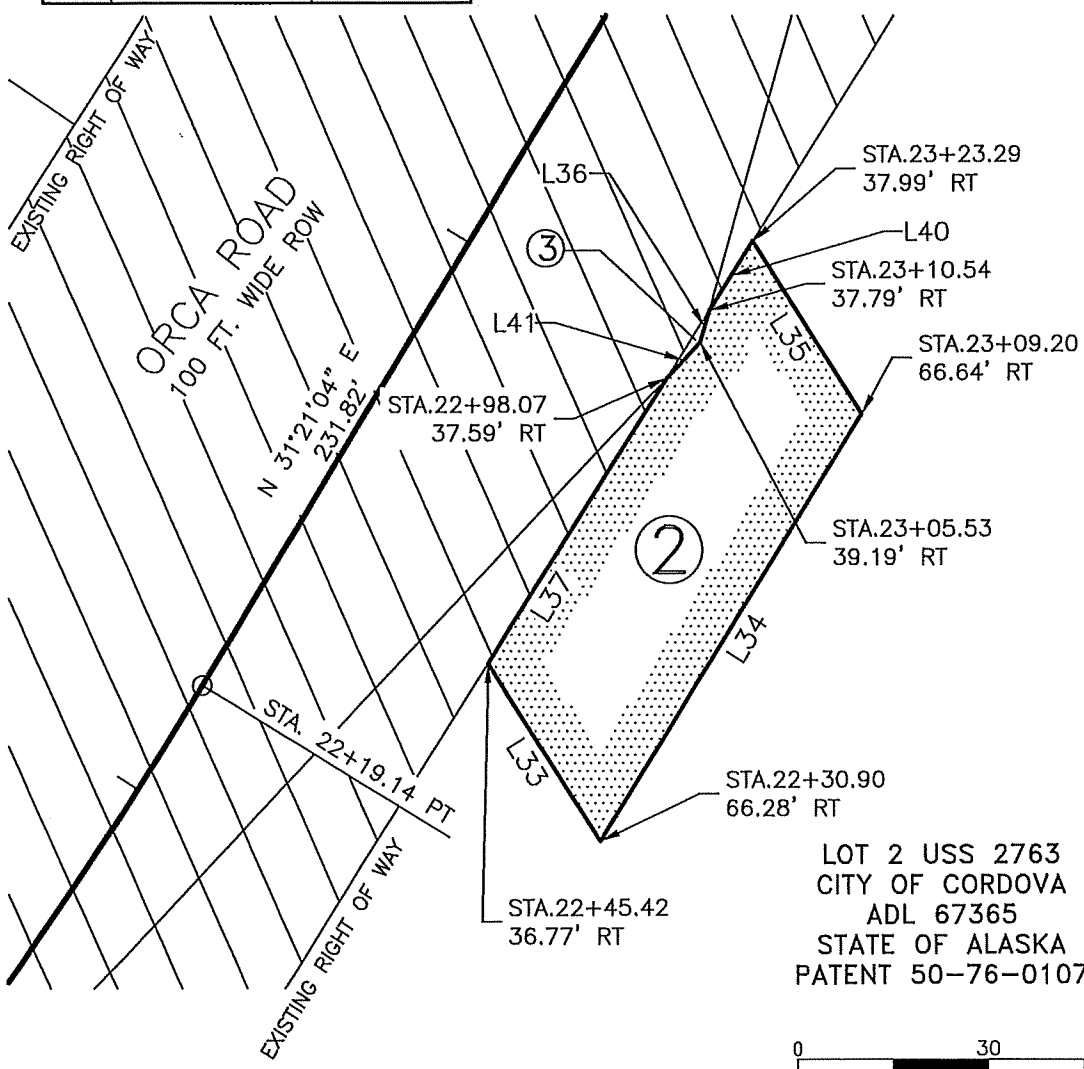
STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	RIGHT OF WAY REQUIRED FOR DEEP CULVERT REPLACEMENT CORDOVA

		DRAWING	PROJECT NO. 000S(770)/Z6391300000
			AREA 0.052 AC PARCEL NO. 2
INITIAL	DATE	1 OF 2	SCALE 1" = 400' DATE 04-12-2019

E:\ROWE\Eng\Hwys\63913--Deep Culvert Replace-Cordova\PARCEL PLATS\63913--Coldova Culvert Replacements PARCEL PLATS FINAL.dwg May 01, 2019 - 12:55pm

LINE DATA		
L#	BEARING	DISTANCE
L33	S 32°27'07" E	32.89'
L34	N 31°36'56" E	78.30'
L35	N 32°28'19" W	31.93'
L36	S 15°41'45" W	5.20'

LINE DATA		
L#	BEARING	DISTANCE
L37	S 32°14'48" W	52.66'
L40	S 32°14'48" W	12.75'
L41	S 43°25'45" W	7.63'



OWNER: CITY OF CORDOVA
REMAINING AREA: 1.305 ACRES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	RIGHT OF WAY REQUIRED FOR DEEP CULVERT REPLACEMENT CORDOVA

INITIAL	DATE	DRAWING 2 OF 2	PROJECT NO. 000S(770)/Z6391300000
			AREA 0.052 AC PARCEL NO. 2
			SCALE 1" = 30' DATE 04-12-2019

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STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES **QUITCLAIM DEED** (Corporate/Partial Property)	PROJECT NAME: NR DEEP CULVERTS STAGE III STATE PROJECT #: Z639130000 FEDERAL-AID PROJECT #: 000S (770) PARCEL #: 3

THE GRANTOR, City of Cordova, whose mailing address is P.O. Box 1210, Cordova, Alaska 99574, for and in consideration of TEN DOLLARS ($10), and other valuable consideration, in hand paid, conveys and warrants to the GRANTEE, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, whose mailing address is 2301 Peger Road, Fairbanks, Alaska 99709, all rights, title, and interest, if any, which it has or may hereinafter acquire in the following-described real estate located in the State of Alaska:

All that part of the following-described tract of land:

A parcel of land found in Section 22, Township 15 South, Range 3 West (Copper River Meridian), and being all that portion of the land conveyed to the City of Cordova in Book 77 Page 320 and depicted on ATS 1004 (listed as Plat # 76-2) as recorded in the Cordova Recording District that is located southeast of the highway right of way limit of the Orca Road, and more particularly described as follows:

Commencing at a point at the northeast corner of the herein described parcel, said point being located on the south easterly right of way limit of the Orca Road, said point being located 37.79 feet right of Design Center Line Station 23+10.54 and also being the **TRUE POINT OF BEGINNING**;

THENCE proceeding on a bearing of S 32° 14' 48" W, on a distance of 12.47 feet along the southeasterly limit of the right of way of said Orca Road to a point;

THENCE proceeding on a bearing of N 43° 25' 45" E, on a distance of 7.63 feet to a point;

THENCE proceeding on a bearing of N 15°41'45" E, on a distance of 5.20 feet to a point, said point being the **TRUE POINT OF BEGINNING**

Said described parcel contains 9 square feet of land, more or less, subject to any and all easements, reservations, restrictions and conveyances of record.

Which lies within the right-of-way lines of Alaska Project No. Z631930000 delineated as to said tract of land on the plat attached hereto and made a part hereof as pages 4 & 5 of this instrument and designated as Parcel No. 3.

Said parcel, containing 9 square feet, more or less, in addition to existing right-of-way, is hereby conveyed to the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES.

Dated this_____ day of _____, 2_____.

CITY OF CORDOVA

By: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
: ss
_____JUDICIAL DISTRICT)

On this _____ day of _____, 2_____, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____(Name), _____(Title), respectively, of the City of Cordova, known to me to be the identical individual who executed the foregoing instrument, and they acknowledged to me that they executed the same as the free and voluntary act of said company, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

_____
Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, Grantee herein, acting by and through its Commissioner, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2____.

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

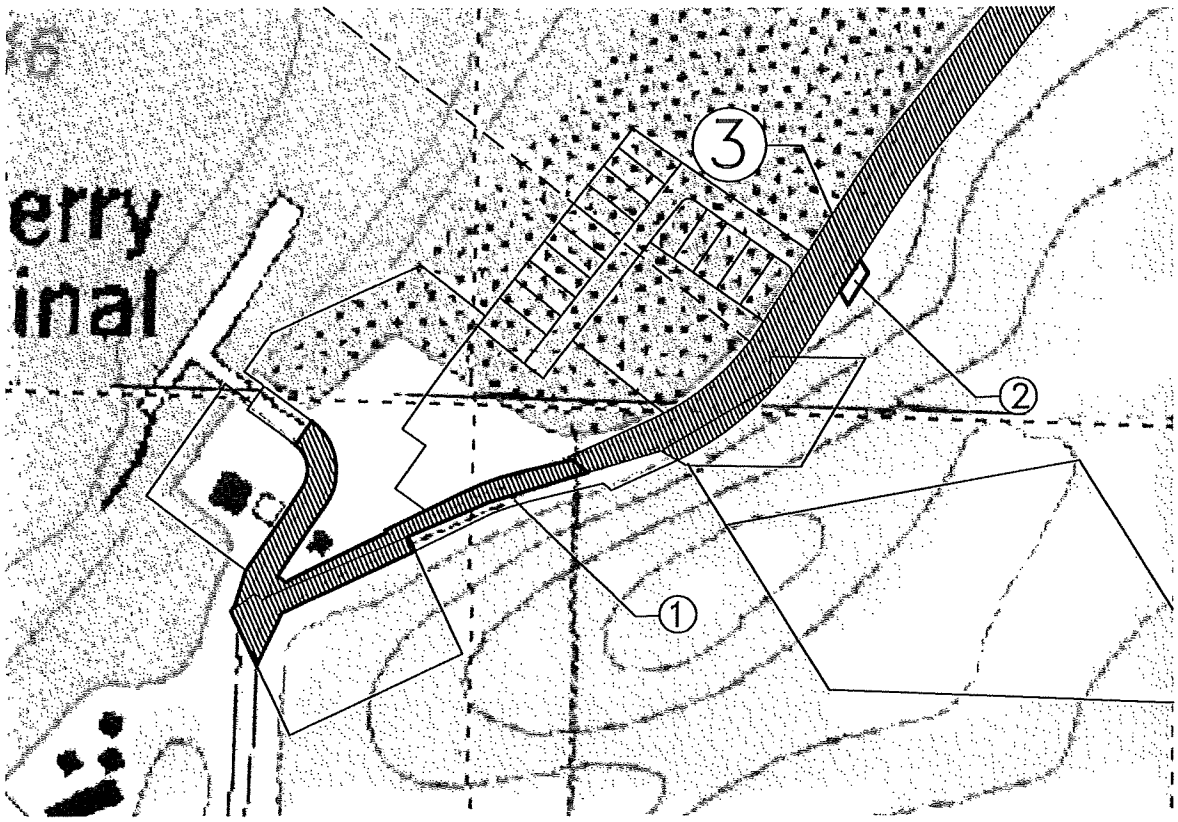
By: _____
For the Commissioner

Filed for Record at the Request of and Return to:
State of Alaska
DOT&PF – Right of Way Dept.
2301 Peger Road, MS 2553
Fairbanks, AK 99709-5399
State Business-No Charge

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
&
PUBLIC FACILITIES

T15S R3W
C.R.M.
SEC 22

RIGHT OF WAY REQUIRED
000S(770)/Z6391300000
DEEP CULVERT REPLACEMENT
CORDOVA



OWNER: CITY OF CORDOVA
REMAINING AREA: 50.75 ACRES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	RIGHT OF WAY REQUIRED FOR DEEP CULVERT REPLACEMENT CORDOVA

		DRAWING	PROJECT NO. 000S(770)/Z6391300000
			AREA 9 S.F. PARCEL NO. 3
INITIAL	DATE	1 OF 2	SCALE 1" = 400' DATE 10-11-2018

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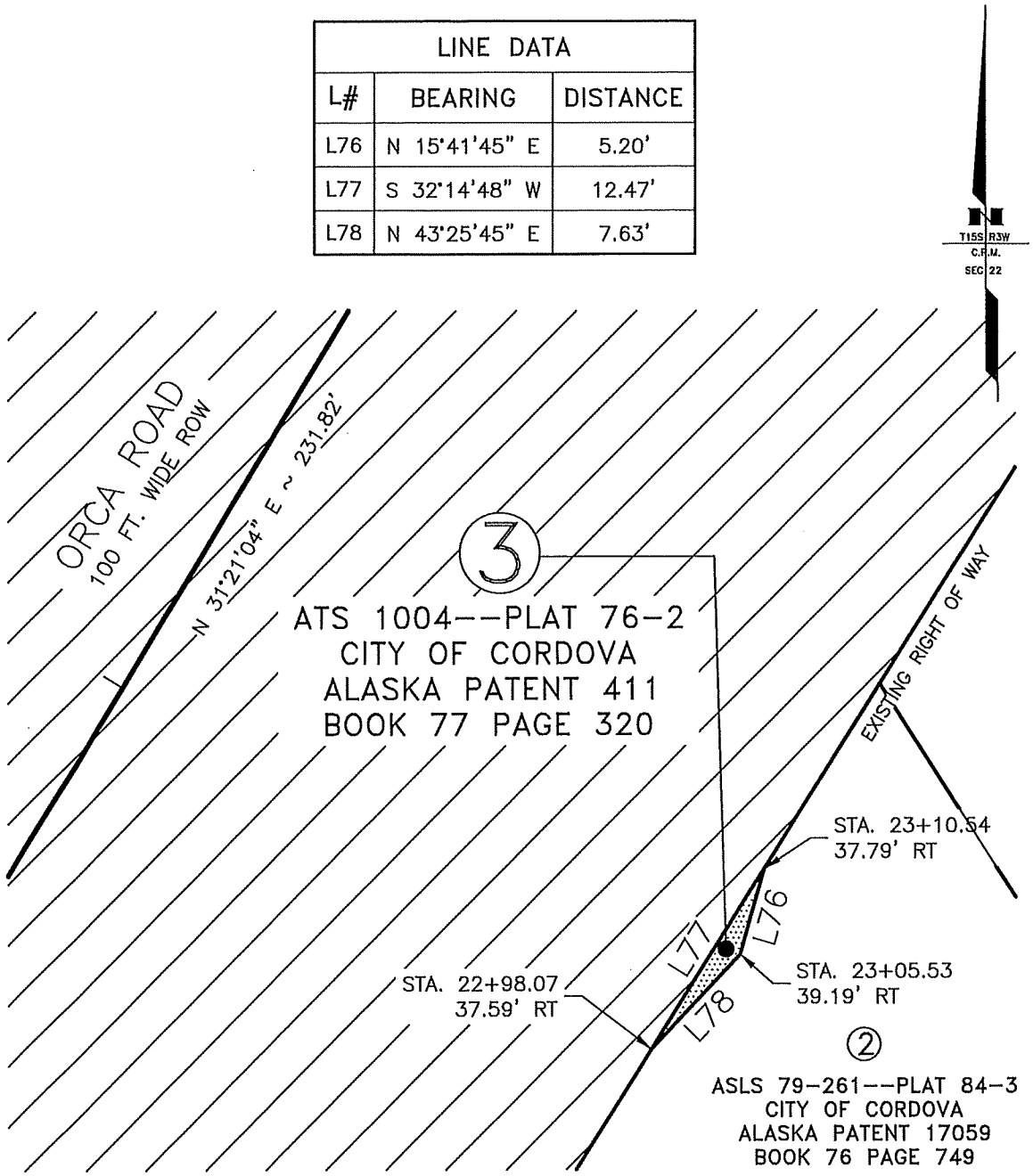
LINE DATA		
L#	BEARING	DISTANCE
L76	N 15°41'45" E	5.20'
L77	S 32°14'48" W	12.47'
L78	N 43°25'45" E	7.63'



OWNER: CITY OF CORDOVA
REMAINING AREA: 50.75 ACRES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	RIGHT OF WAY REQUIRED FOR DEEP CULVERT REPLACEMENT CORDOVA

INITIAL	DATE	DRAWING 2 OF 2	PROJECT NO. 000S(770)/Z6391300000
			AREA 9 SF PARCEL NO. 3
			SCALE 1" = 10' DATE 10-11-2018

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STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES **QUITCLAIM DEED** (Corporate/Partial Property)	PROJECT NAME: NR DEEP CULVERTS STAGE III STATE PROJECT #: Z639130000 FEDERAL-AID PROJECT #: 000S (770) PARCEL #: 4

THE GRANTOR, City of Cordova, whose mailing address is P.O. Box 1210, Cordova, Alaska 99574, for and in consideration of TEN DOLLARS ($10), and other valuable consideration, in hand paid, conveys and warrants to the GRANTEE, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, whose mailing address is 2301 Peger Road, Fairbanks, Alaska 99709, all rights, title, and interest, if any, which it has or may hereinafter acquire in the following-described real estate located in the State of Alaska:

All that part of the following-described tract of land:

A parcel of land found in Section 15, Township 15 South, Range 3 West (Copper River Meridian), and being a portion of the land conveyed to the City of Cordova in Document #2007-000392-0 and depicted on ATS 1610 (designated as Plat # 2006-08) as recorded in the Cordova Recording District, and more particularly described as follows:

Commencing at a point at the northwest corner of the herein described parcel, said point being located on the easterly right of way limit of the Orca Road, said point being located 10.43 feet right of Design Center Line Station 44+05.16 of the Orca Road and also being the **TRUE POINT OF BEGINNING**;

THENCE proceeding on a curve to the right, said curve having a radius of 1195.91 feet and an arc length of 254.55 feet along the easterly right of way limit to a point, said point being located on a chord bearing of S 00° 21' 00" W, on a distance of 254.07 feet from the **TRUE POINT OF BEGINNING** and being located 12.53 feet right of Design Center Line Station 41+53.62;

THENCE proceeding on a bearing of S 05° 57' 01" W, on a distance of 198.46 feet along the easterly right of way limit of said Orca Road to a point, said point being located 35.45' feet right of Design Center Line Station 39+56.49;

THENCE proceeding on a bearing of N 67°06'00" E, on a distance of 22.09 feet to a point, said point being located 53.44 feet right of Design Center Line Station 39+69.31;

THENCE proceeding on a bearing of N 11°00'00" E, on a distance of 131.46 feet to a point, said point being located 49.81 feet right of Design Center Line Station 41+00.72;

THENCE proceeding on a bearing of N 47°28'45" E, on a distance of 24.98 feet to a point, said point being located 64.10 feet right of Design Center Line Station 41+21.21;

THENCE proceeding on a bearing of N 11°43'17" E, on a distance of 56.50 feet to a point, said point being located 63.25 feet right of Design Center Line Station 41+77.71;

THENCE proceeding on a bearing of N 19°13'55" W, on a distance of 88.96 feet to a point, said point being located 21.23 feet right of Design Center Line Station 42+50.55;

THENCE proceeding on a non-tangent curve to the left, said curve having a radius of 496.00 feet and an arc length of 134.95 feet to a point located on the common boundary with lands of the Prince William Sound Science and Technology Institute acquired in Document #2018-000394-0, said point being located on a chord bearing of N 03° 18' 20" W, and on a distance of 134.53 feet from the previous described point, said point being located 21.11 feet right of Design Center Line Station 43+79.74;

THENCE proceeding on a bearing of N 34°42'27" W, on a distance of 28.34 feet along said common boundary, said point being the **TRUE POINT OF BEGINNING**

Said described parcel contains 0.284 acres, more or less, subject to any and all easements, reservations, restrictions and conveyances of record.

Which lies within the right-of-way lines of Alaska Project No. Z631930000 delineated as to said tract of land on the plat attached hereto and made a part hereof as pages 4 & 5 of this instrument and designated as Parcel No. 4.

Said parcel, containing 0.284 acres, more or less, in addition to existing right-of-way, is hereby conveyed to the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES.

Dated this_____ day of _____, 2_____.

CITY OF CORDOVA

By: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
: ss
_____JUDICIAL DISTRICT)

On this _____ day of _____, 2_____, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____(Name), _____(Title), respectively, of the City of Cordova, known to me to be the identical individual who executed the foregoing instrument, and they acknowledged to me that they executed the same as the free and voluntary act of said company, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

_____
Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, Grantee herein, acting by and through its Commissioner, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2____.

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

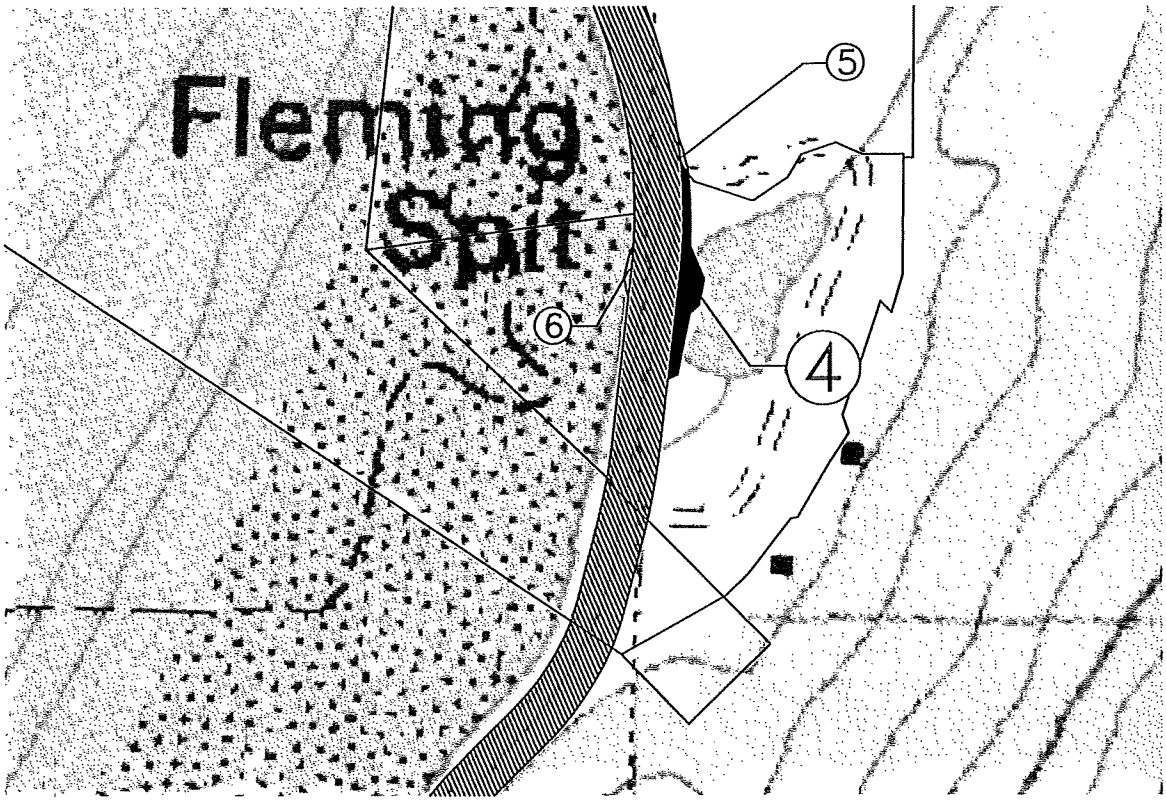
By: _____
For the Commissioner

Filed for Record at the Request of and Return to:
State of Alaska
DOT&PF – Right of Way Dept.
2301 Peger Road, MS 2553
Fairbanks, AK 99709-5399
State Business-No Charge

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
&
PUBLIC FACILITIES

T15S R3W
C.R.M.
SEC 15

RIGHT OF WAY REQUIRED
000S(770)/Z6391300000
DEEP CULVERT REPLACEMENT
CORDOVA



OWNER: CITY OF CORDOVA
REMAINING AREA: 7.050 ACRES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	RIGHT OF WAY REQUIRED FOR DEEP CULVERT REPLACEMENT CORDOVA

		DRAWING	PROJECT NO. 000S(770)/Z6391300000
			AREA 0.284 AC PARCEL NO. 4
INITIAL	DATE	1 OF 2	SCALE 1" = 400' DATE 02/11/2019

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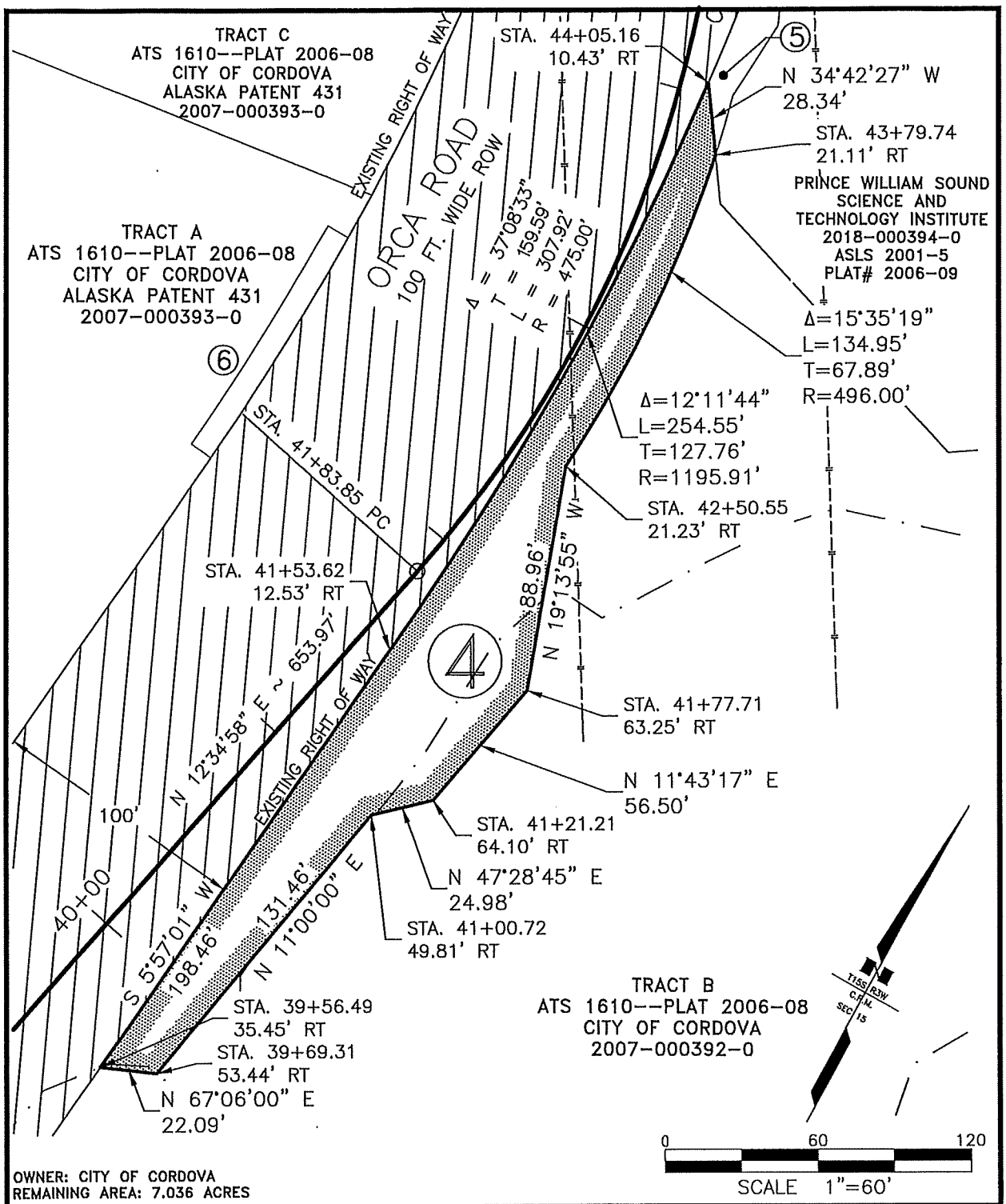

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	RIGHT OF WAY REQUIRED FOR DEEP CULVERT REPLACEMENT CORDOVA

INITIAL	DATE	DRAWING 2 OF 2	PROJECT NO. 000S(770)/Z6391300000 AREA 0.284 AC PARCEL NO. 4 SCALE 1" = 60' DATE 02/11/2019

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STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES **QUITCLAIM DEED** (Corporate/Partial Property)	PROJECT NAME: NR DEEP CULVERTS STAGE III STATE PROJECT #: Z639130000 FEDERAL-AID PROJECT #: 000S (770) PARCEL #: 6

THE GRANTOR, City of Cordova, whose mailing address is P.O. Box 1210, Cordova, Alaska 99574, for and in consideration of TEN DOLLARS ($10), and other valuable consideration, in hand paid, conveys and warrants to the GRANTEE, STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES, whose mailing address is 2301 Peger Road, Fairbanks, Alaska 99709, all rights, title, and interest, if any, which it has or may hereinafter acquire in the following-described real estate located in the State of Alaska:

All that part of the following-described tract of land:

A parcel of land found in Section 15, Township 15 South, Range 3 West (Copper River Meridian), and being a portion of the land conveyed to the City of Cordova in Document #2007-000393-0 and depicted on ATS 1610 (designated as Plat # 2006-08) as recorded in the Cordova Recording District, and more particularly described as follows:

Commencing at a point at the northeast corner of the herein described parcel, said point being located on the westerly right of way limit of the Orca Road, said point being located 98.56 feet left of Design Center Line Station 42+84.14 of the Orca Road and also being the **TRUE POINT OF BEGINNING**;

THENCE proceeding on a curve to the right, said curve having a radius of 1095.92 feet and an arc length of 101.39 feet to a point, said point being located on a chord bearing of S 03° 09' 28" W, and on a distance of 101.36 feet from the True Point of Beginning, said point being located 90.32 feet left of Design Center Line Station 41+62.76 of the Orca Road;

THENCE proceeding on a bearing of N 84° 01' 17" W, on a distance of 9.29 feet to a point, said point being located 99.54 feet left of Design Center Line Station 41+61.69 of the Orca Road;

THENCE proceeding on a non-tangent curve to the left, said curve having a radius of 1076.27 feet and an arc length of 100.51 feet to a point, said point being located on a chord bearing of N 03° 09' 23" E, and on a distance of 100.47 feet from the previous described point, said point being located 107.84 feet left of Design Center Line Station 42+84.15 of the Orca Road;

THENCE proceeding on a bearing of S 89° 29' 36" E, on a distance of 9.29 feet to a point, said point also being the **TRUE POINT OF BEGINNING**

Said described parcel contains 0.022 acres, more or less, subject to any and all easements, reservations, restrictions and conveyances of record.

Which lies within the right-of-way lines of Alaska Project No. Z631930000 delineated as to said tract of land on the plat attached hereto and made a part hereof as pages 4 & 5 of this instrument and designated as Parcel No. 6.

Said parcel, containing 0.22 acres, more or less, in addition to existing right-of-way, is hereby conveyed to the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES.

Dated this_____ day of _____, 2_____.

CITY OF CORDOVA

By: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF ALASKA)
: ss
_____JUDICIAL DISTRICT)

On this _____ day of _____, 2_____, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared _____(Name), _____(Title), respectively, of the City of Cordova, known to me to be the identical individual who executed the foregoing instrument, and they acknowledged to me that they executed the same as the free and voluntary act of said company, with full authority to do so and with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[NOTARY SEAL]

_____
Notary Public in and for the State of Alaska
My Commission Expires: _____

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, Grantee herein, acting by and through its Commissioner, hereby accepts for public purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2____.

DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

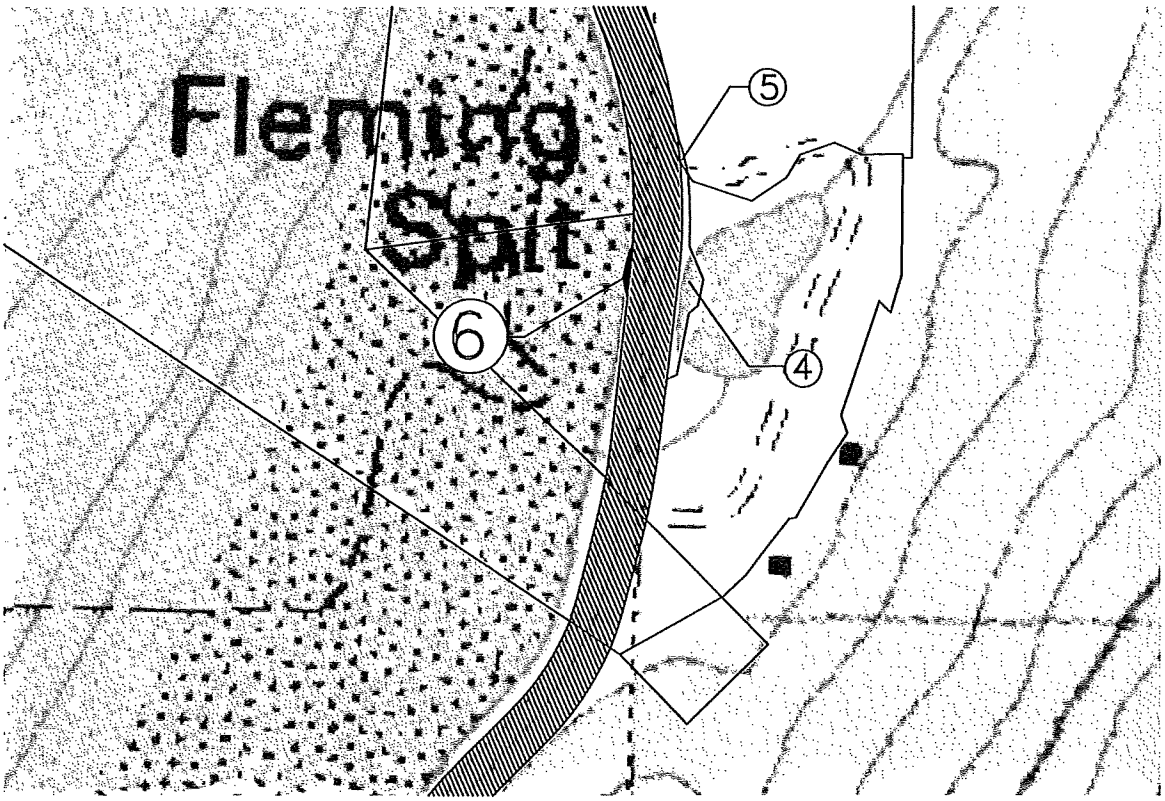
By: _____
For the Commissioner

Filed for Record at the Request of and Return to:
State of Alaska
DOT&PF – Right of Way Dept.
2301 Peger Road, MS 2553
Fairbanks, AK 99709-5399
State Business-No Charge

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
&
PUBLIC FACILITIES

N
T15S R3W
C.R.M.
SEC 15

RIGHT OF WAY REQUIRED
000S(770)/Z6391300000
DEEP CULVERT REPLACEMENT
CORDOVA



OWNER: CITY OF CORDOVA
REMAINING AREA: 3.644 ACRES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES	RIGHT OF WAY REQUIRED FOR DEEP CULVERT REPLACEMENT CORDOVA

		DRAWING	PROJECT NO. 000S(770)/Z6391300000
			AREA 0.022 AC PARCEL NO. 6
INITIAL	DATE	1 OF 2	SCALE 1" = 400' DATE 02/11/2019

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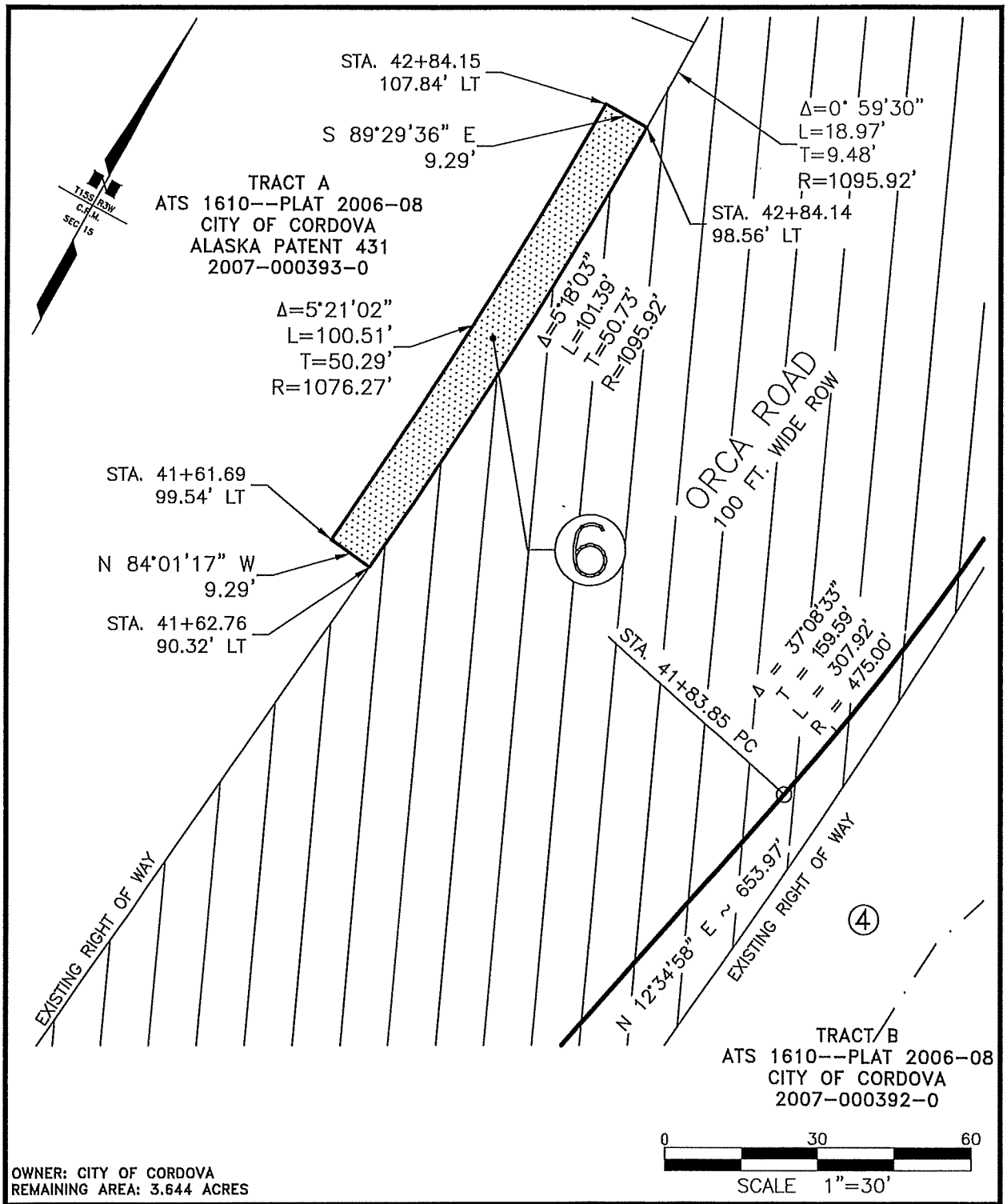

OWNER: CITY OF CORDOVA
REMAINING AREA: 3.644 ACRES

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES		RIGHT OF WAY REQUIRED FOR DEEP CULVERT REPLACEMENT CORDOVA	
	DRAWING	PROJECT NO. 000S(770)/Z6391300000	
		AREA 0.022 AC	PARCEL NO. 6
INITIAL DATE	2 OF 2	SCALE 1" = 30'	DATE 02/11/2018

H:\ROWB\Eng\Hwys\63913-Deep Culvert Replace-Cordova\PARCEL PLATS\63913-Coldova Culvert Replacements PARCEL PLATS FINAL.dwg May 01, 2019 - 12:56pm

AGENDA ITEM 8
City Council Meeting Date: 12/4/19
CITY COUNCIL COMMUNICATION FORM

FROM: **Planning Staff**

DATE: **11/25/19**

ITEM: **Lease with Chamber of Commerce for Lots 3 and 4, Block 8, Original Townsite**

NEXT STEP: **Approve Lease**

_____ INFORMATION __X__ RESOLUTION
_____ MOTION _____ ORDINANCE

I. REQUEST OR ISSUE:

Requested Actions:	Approve Lease
Applicant:	Chamber of Commerce
Legal Description:	Lots 3 and 4, Block 8, Original Townsite
Area:	5,000 sq. ft.
Zoning:	Central Business District
Attachments:	Resolution 12-19-54
	Location Map

II. RECOMMENDED ACTION / NEXT STEP: Staff suggest the following motion: **"I move to approve Resolution 12-19-54."**

III. FISCAL IMPACTS: This property has been leased to the Chamber of Commerce since 1999. The annual value of the lease has increased from $23,470 to $25,800. The full value of the lease is shown as an in-kind contribution in the city's budget.

IV. BACKGROUND INFORMATION: ***9/20/19*** – The Chamber of Commerce submitted a Letter of Interest.

10/8/19 – The Planning Commission recommended City Council dispose of the property by direct negotiation. From the Regular Meeting minutes:

M/***Bird*** S/***Bolin*** to recommend to City Council to dispose of Lots 3 and 4, Block 8, Original Townsite and the improvements thereon as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with the Chamber of Commerce to lease or purchase the property.

Bird said she thinks it is good for the Chamber to continue leasing the area since they have been there for a while. ***Bolin*** said he doesn't see any reason for the Chamber to move locations; it's a good location for them. ***McGann*** said he thought the Chamber did a great job providing benefits to the community.

Upon voice vote, motion passed 4-0.
Yea: ***McGann, Baenen, Bird, Bolin***
Absent: ***Pegau, Roemhildt, Lohse***

10/16/19 – The City Council directed the City Manager to negotiate directly with the Chamber of Commerce:

M/Schaefer S/Jones to dispose of Lots 3 and 4, Block 8, Original Townsite and the improvements thereon as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with the Chamber of Commerce to lease OR purchase the property.
Schaefer said the chamber is a good partner, they are doing great work and she is supportive of them staying in that building, she asked if the lease would again be at $1/year and the actual lease rate to be counted as an in-kind contribution.
Planner ***Leif Stavig*** said that would be a Council decision that could be made when the lease comes before them again after negotiations, he said it would probably come in the same form unless he hears something different. ***Jones*** also spoke in support. ***Meyer*** said she will support this, but she would like to see the City move away from owning buildings and leasing them in this way and also bearing the utility and maintenance costs of those buildings.
Vote on the motion: 7 yeas, 0 nays. Motion was approved.

The negotiated terms of the lease are the same as the prior lease.

V. SUMMARY AND ALTERNATIVES: The City Council can choose to edit the terms of the lease or not pass the lease.

CITY OF CORDOVA, ALASKA
RESOLUTION 12-19-54

A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE OF LOTS 3 AND 4, BLOCK 8, ORIGINAL TOWNSITE AND ALL IMPROVEMENTS THEREON WITH THE CORDOVA CHAMBER OF COMMERCE

WHEREAS, the current lease with the Cordova Chamber of Commerce will expire on December 31, 2019 and this new lease would continue their tenancy for five years; and

WHEREAS, the lease is described as Lots 3 and 4, Block 8, Original Townsite and all improvements thereon; and

WHEREAS, the fair market value of the lease is an annual rental rate of Twenty-Five Thousand Eight Hundred Dollars ($25,800); and

WHEREAS, the City of Cordova may lease property for less than the fair market value to a nonprofit organization if the use is for a purpose beneficial to the city; and

WHEREAS, the Cordova Chamber of Commerce is a nonprofit organization whose mission is to support the economic development in Cordova by promoting and representing member businesses at the local and state level; and

WHEREAS, the Cordova Chamber of Commerce develops programs that support destination marketing, meeting/conference marketing, and local quality of life, including the community's long-standing annual festivals such as the Shorebird Festival, Fourth of July Celebration, Fungus Festival, Iceworm Festival, and Christmas Tree Lighting; and

WHEREAS, these events and programs would not be possible without the support of the City in partnership with Chamber members and volunteers who contribute financially and in-kind throughout the year; and

WHEREAS, the City Council has determined that the Cordova Chamber of Commerce is beneficial to the City; and

WHEREAS, the lease is hereto attached as Attachment A.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova hereby authorizes and directs the City Manager to renew the lease on the property to the Cordova Chamber of Commerce in accordance with the terms in the Lease. The form and content of the Lease now before this meeting is in all respects authorized, approved and confirmed by this resolution, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease reflecting the terms in the Lease on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized,

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empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease.

PASSED AND APPROVED THIS 4th DAY OF DECEMBER 2019.

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

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CITY OF CORDOVA
Cordova, Alaska

LEASE

THIS LEASE (“Lease”) by and between the **CITY OF CORDOVA** ("Landlord"), a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and the **CORDOVA CHAMBER OF COMMERCE**, an Alaska nonprofit corporation (“Tenant”).

RECITALS

WHEREAS, City owns that certain parcel of land and all improvements thereon in Cordova, Alaska described as Lots 3 and 4, Block 8, Original Townsite, Plat 1-11, Cordova Recording District, Third Judicial District, State of Alaska (“Premises”); and

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

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

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

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, City hereby leases to Tenant and Tenant hereby leases from the City, the Premises.

2. LEASE TERM

The term of this Lease shall be five (5) years, commencing on **January 1st, 2020** (“Commencement Date”) and expiring on **December 31, 2024**, unless earlier terminated in accordance with the terms of this Lease.

3. RENT

A. Base Rent. Tenant recognizes the rent during the term of this Lease is valued at Twenty-Five Thousand Eight Hundred Dollars ($25,800) annually (“Base Rent”). Unless otherwise modified, the City will not require Tenant to pay the Base Rent to the City, but Tenant must recognize and acknowledge the Base Rent amount as an annual contribution the City provides to Tenant. All costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Tenant.

B. Additional Charges. In addition to the Base Rent, Tenant acknowledges and agrees that Tenant is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 and all other sums, costs, expenses, taxes (including 6% sales tax, which shall be paid by Tenant at the same time Tenant makes its payment of Base Rent to the City) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease (“Additional Charges”).

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

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

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

(i) the payment of any Rent or other sum in default;

(ii) the payment of any other sum to which the City may become obligated by reason of Tenant's default; or

(iii) to compensate the City for any loss or damage which the City may suffer thereby, including but not limited to any costs associated with moving and storage of Tenant's personal property (if any) remaining on the Premises beyond termination of the Lease.

The City may commingle the Security Deposit with funds held in the City's own accounts, including accounts in which the City keeps other security deposits. If Tenant performs all of its obligations under this Lease, the Security Deposit, or so much thereof as has not been used, applied or retained by the City in accordance with this Section, shall be returned to Tenant, at the expiration of the term, and subject to Tenant relinquishing possession of the Premises, without payment of interest or other increment for its use, within 30 days after Tenant's vacation of the Premises.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to the day to day operations of the Cordova Chamber of Commerce which will also include but not be limited to major community events operated by Tenant, such as the Iceworm Festival, Shorebird Festival, the Fourth of July Celebration and the Christmas Kickoff, and the Premises shall not, without prior written consent of City, be used for any other purposes. Tenant shall staff the Premises with Tenant personnel or volunteers on the following schedule:

(i) Monday through Friday, excluding December 13 through January 13, four hours per day.

(ii) Weekends during major community events (such as Iceworm Festival, Shorebird Festival), hours scheduled as needed.

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

C. Compliance with Laws. Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation or increase in premium of any insurance policy covering the Premises. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent. Tenant shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Tenant's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Tenant shall not cause or allow the

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release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

D. Tenant's Acceptance of Premises. Tenant has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Tenant may make of the Premises. Tenant accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent or employee of the City relating to or in furtherance of the lease of the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute §9.65.070, or any amendment thereto.

E. The City many terminate this Lease for any or no reason upon thirty (30) days' written notice to Tenant.

5. REPRESENTATIONS AND WARRANTIES

Tenant represents and warrants to the City that Tenant is not delinquent in the payment of any obligation to the City, and Tenant has not previously breached or defaulted in the performance of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured.

6. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

Tenant shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent the City may withhold in its absolute discretion. The City shall not be required to subordinate this Lease or the City's interest in the Premises to the interest of any other person or entity.

7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

A. Tenant shall, at Tenant's sole cost and expense, be solely responsible for (i) electric utility service to the Premises; (ii) telephone, facsimile and Internet service to the Premises; (iii) regular cleaning of the public restrooms on the Premises either by Tenant personnel, volunteers, or outside contractors; (iv) cleaning supplies for the interior of the Premises; (v) minor maintenance items (painting, minor repairs, etc. unrelated to the furnace) not to exceed $500.00 per calendar year; (vi) removal of snow from the access ramp leading to the Premises.

B. City shall, at City's sole cost and expense, be solely responsible for (i) heating fuel for the Premises; (ii) maintenance and repair of the furnace in the Premises; (iii) major maintenance or repair to the building on the Premises; (iv) sewer, water and trash collection service to the Premises; (v) routine maintenance and snow removal for the parking area on the Premises; (vi) insurance, (fire/liability) on the Premises as for other City-owned structures; and (vii) building security for the Premises as for other City-owned buildings.

8. LIENS

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

9. INDEMNIFICATION

A. General Indemnification. Tenant shall defend, indemnify and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related

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to Tenant's occupation or use of the Premises or the occupation or use of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees or invitees, including but not limited to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Premises, Tenant shall, at Tenant's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

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

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

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 hereafter 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 such law or regulation.

10. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Lease, at the option of the City, Tenant shall remove from the Premises, at Tenant's sole expense, all property Tenant has placed or caused to be placed on the Premises. Tenant shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All property which is not promptly removed by Tenant pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses. Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Tenant and, upon expiration or earlier termination of the Lease and upon request of the City, Tenant shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Tenant's sole expense.

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11. DEFAULT AND REMEDIES

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

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

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

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

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

(v) The abandonment or vacation of the Premises or any portion thereof;

(vi) Execution, levy or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

(vii) The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Lessee's use or occupancy of the Premises; or

(viii) The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Lessee. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

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

(i) Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.

(ii) Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Tenant's expense, all without service of notice or resort to legal process, which Tenant waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Tenant's default. If Tenant does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

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(iii) Declare this Lease terminated;

(iv) Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Tenant;

(v) Recover an amount to be due immediately upon breach equal to the sum of all rent, Additional Charges and other payments for which Tenant is obligated under the Lease;

(vi) Recover the costs of performing any duty of Tenant in this Lease;

(vii) Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

12. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction neither to the Premises, nor for any injury caused thereby to the property of the Tenant or any sublessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Tenant's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

13. VACATION BY TENANT

Upon the expiration or sooner termination of this Lease, Tenant shall peaceably vacate the Premises and the Premises shall be returned to the City by Tenant together with any alterations, additions or improvements made after the Commencement Date, unless the City requests that they be removed from the Premises. Upon such vacation, Tenant shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses.

14. RESERVATION OF RIGHTS

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

15. SIGNS

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

16. HOLDING OVER

If Tenant with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Tenant terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22.040(c) or such successor provision of the code then in effect, and shall be terminable on 30 days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the

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month-to-month tenancy. If Tenant holds over without the City's express written consent, Tenant is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Tenant of a notice to quit.

17. EMINENT DOMAIN

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

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

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

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

18. COSTS

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

19. MISCELLANEOUS

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

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

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

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

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

TO CITY:

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

TO TENANT:

Cordova Chamber of Commerce
P.O. Box 99
Cordova, Alaska 99574

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

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

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach shall effect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

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

I. Late Payment. In the event that any rent or other payment due under this Lease is not received by the City when due, a late fee of five percent (5%) per month of the principal amount due shall be due and payable until the full amount of rent or other payment is received by the City.

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

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

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

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

N. Authority. Tenant represents that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder.

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

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

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

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

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

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CITY: **CITY OF CORDOVA**

Dated:_____ By: _____

Its: City Manager

Attest: _____
City Clerk

TENANT: **CORDOVA CHAMBER OF COMMERCE**

Dated:_____ By: _____

Its: _____

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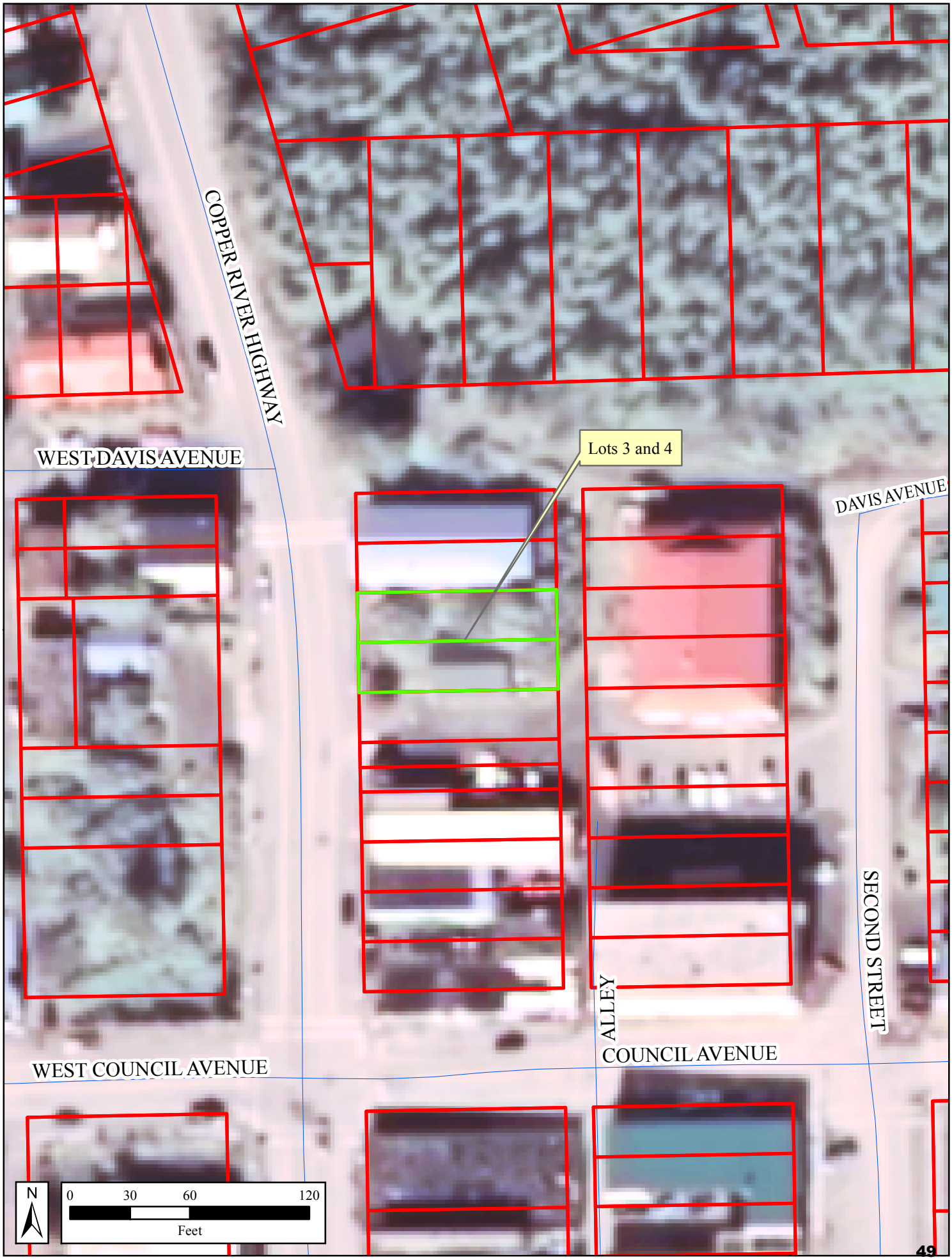
COPPER RIVER HIGHWAY
WEST DAVIS AVENUE
Lots 3 and 4
DAVIS AVENUE
SECOND STREET
ALLEY
COUNCIL AVENUE
WEST COUNCIL AVENUE
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60
120
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AGENDA ITEM 9
City Council Meeting Date: 12/4/19
CITY COUNCIL COMMUNICATION FORM

FROM: **Planning Staff**

DATE: **11/25/19**

ITEM: **Lease with Prince William Sound Science Center for the "Old Sea Grant Building"**

NEXT STEP: **Approve Lease**

_____ INFORMATION __X__ RESOLUTION
_____ MOTION _____ ORDINANCE

I. <u>REQUEST OR ISSUE</u>:

Requested Actions:	Approve Lease
Applicant:	Prince William Sound Science Center (PWSSC)
Legal Description:	Portion of Lot 3, Block 7A, Tidewater Development Park
Area:	Approx. 700 SF building
Zoning:	None
Attachments:	Resolution 12-19-55
Location Map	

II. <u>RECOMMENDED ACTION / NEXT STEP</u>: Staff suggest the following motion: **"I move to approve Resolution 12-19-55."**

III. <u>FISCAL IMPACTS</u>: This building has been leased to PWSSC at fair market value since 1999.

IV. <u>BACKGROUND INFORMATION:</u>

9/24/19 – PWSSC submitted a Letter of Interest for the "Old Sea Grant Building."

10/8/19 – At the Planning Commission Regular Meeting, the commission referred the letter of interest to the Harbor Commission. From the approved minutes:

<u>M/***Bolin*** S/***Bird*** to recommend to City Council to dispose of a building locally known as the "Old Sea</u>

Grant Building" located on a portion of Lot 3, Block 7A, Tidewater Development Park as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with the Prince William Sound Science Center to lease or purchase the property.

Stavig said that the last lease term was for five years. They did not specify in their letter how long they wanted to continue to lease. ***Bird*** said she wanted to have the Harbor Commission weigh in on the issue and hopes that they would support leasing it to them for a few more years until the Science Center figures out their new facility.

M/***Baenen*** S/***Bird*** to refer back to staff to get a recommendation from the Harbor Commission.
Upon voice vote, motion to refer passed 4-0.
Yea: ***McGann, Baenen***, ***Bird, Bolin***
Absent: ***Pegau, Roemhildt, Lohse***

10/30/19 – At the Harbor Commission Special Meeting, the commission had a discussion about the Old Sea Grant Building. Following the meeting, the harbormaster provided the attached memo.

11/12/19 – At the Planning Commission Regular Meeting, the commission recommended City Council dispose of the property by direct negotiation for a short-term lease. From the unapproved minutes:

M/***Bolin*** S/***Baenen*** to recommend to City Council to dispose of a building locally known as the "Old Sea Grant Building" located on a portion of Lot 3, Block 7A, Tidewater Development Park as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with the Prince William Sound Science Center to lease or purchase the property.

Bolin said it looked like the Harbor Commission was onboard with continuing to lease the property to the Science Center. ***Lohse*** said he was okay with another short-term lease.

M/***Bolin*** S/***Baenen*** to amend the motion by changing the wording to: "…negotiating an agreement with the Prince William Sound Science Center to lease the property short-term (1-3 years).

Pegau said that a three-year lease should be sufficient for the Science Center's development plans.

Upon voice vote, motion to amend passed 6-0.
Yea: ***McGann, Baenen, Roemhildt, Bird, Bolin, Lohse***
COI: ***Pegau***

Upon voice vote, motion passed 6-0.
Yea: ***McGann, Baenen, Roemhildt, Bird, Bolin, Lohse***
COI: ***Pegau***

11/20/19 – At the City Council Regular Meeting, council directed the City Manager to dispose of the property by direct negotiation.

The lease has a term of three years and the rental rate has been increased by the Consumer Price Index for Urban Alaska.

V. SUMMARY AND ALTERNATIVES: The City Council can choose to edit the terms of the lease or not pass the lease.

CITY OF CORDOVA, ALASKA
RESOLUTION 12-19-55

A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR LEASE OF THE BUILDING LOCALLY KNOWN AS THE "OLD SEA GRANT OFFICE" LOCATED ON A PORTION OF LOT 3, BLOCK 7A, TIDEWATER DEVELOPMENT PARK WITH THE PRINCE WILLIAM SOUND SCIENCE CENTER

WHEREAS, the current lease with the Prince William Sound Science Center will expire on January 1, 2020 and this new lease would continue their tenancy for three years; and

WHEREAS, the lease is generally described as the building (locally known as the "Old Sea Grant Office") and the dock underneath the building located on a portion of Lot 3, Block 7A, Tidewater Development Park; and

WHEREAS, the fair market value of the lease is an annual rental rate of Two Thousand Seven Hundred Sixty-Nine Dollars and Forty-Eight Cents ($2,769.48); and

WHEREAS, the lease is hereto attached as Attachment A.

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

PASSED AND APPROVED THIS 4th DAY OF DECEMBER 2019

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

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CITY OF CORDOVA
Cordova, Alaska

LEASE

THIS LEASE ("Lease") by and between the **CITY OF CORDOVA** ("Landlord"), a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and the **PRINCE WILLIAM SCIENCE AND TECHNOLOGY CENTER (D.B.A. PRINCE WILLIAM SOUND SCIENCE CENTER)** doing business in Cordova, Alaska ("Tenant").

RECITALS

WHEREAS, the City owns that certain parcel of land and all improvements thereon in Cordova, Alaska generally described as a portion of Lot 3, Block 7A, Tidewater Development Park, Plat 93-2, located within Cordova Recording District, Cordova Alaska; and

WHEREAS, Tenant desires to lease the building (locally known as the "Old Sea Grant Office") and the dock underneath the building (referred to hereinafter as the "Premises") from the City, and Landlord desires to lease the Premises to Tenant, on the terms and conditions set forth herein; and

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

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

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City hereby leases to Tenant and Tenant hereby leases from the City, the Premises.

2. LEASE TERM

The term of this Lease shall be three (3) years, commencing on January 1, 2020, (the "Commencement Date") and expiring three (3) years later, on December 31, 2022, unless earlier terminated in accordance with the terms of this Lease.

3. RENT

A. Base Rent. The rent during the term of this Lease shall be Two Thousand Seven Hundred Sixty-Nine Dollars and Forty-Eight Cents ($2,769.48) annually ("Base Rent"), which shall be due and payable in advance on the Commencement Date of this agreement. Base Rent shall be paid to the City in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address provided for notice to the City set forth in Section 20.E of this Lease, or at any other place that the City may from time to time direct in writing. Base Rent shall be paid promptly when due without notice or demand therefor. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Tenant.

B. Additional Charges. In addition to the Base Rent, Tenant acknowledges and agrees that Tenant is obligated to pay and shall pay. before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 and all other sums, costs, expenses, taxes (including 6% sales tax) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease ("Additional Charges").

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

D. Adjustment of Base Rent. Beginning on the first anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to use as Tenant's storage, and the Premises shall not, without prior written consent of the Landlord, be used for any other purposes. Landlord expressly reserves the right to terminate this lease in the event Tenant fails to operate said use for a period of eighteen consecutive months.

B. Inspections. The City will provide Tenant with at least 24-hours' notice before inspecting the Premises, except no notice will be provided when the public health or safety or preservation of the Premises requires immediate inspection. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents.

C. Compliance with Laws. Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent Tenant shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease] to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Tenants authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Tenant shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

D. Tenant's Acceptance of Premises. Tenant has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Tenant may make of the Premises. Tenant accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent or employee of the City relating to or in furtherance of the lease of the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute §9.65.070, or any amendment thereto.

E. The City may terminate this Lease for any or no reason upon (30) days' written notice to the Tenant.

5. REPRESENTATIONS AND WARRANTIES

Tenant represents and warrants to the City that Tenant is not delinquent in the payment of any obligation to the City, and Tenant has not previously breached or defaulted in the performance of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured.

6. ASSIGNMENTS AND SUBLETTING: SUBORDINATION

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Tenant shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent the City may withhold in its absolute discretion. The City shall not be required to subordinate this Lease or the City's interest in the Premises to the interest of any other person or entity.

7. OPERATIONS, MAINTENANCE. UTILITIES. TAXES AND ASSESSMENTS

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

8. LIENS

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

9. INDEMNIFICATION

A. General Indemnification. Tenant shall defend, indemnify and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Tenant's occupation or use of the Premises or the occupation or use of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees or invitees, including but not limited to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Premises, Tenant shall, at Tenant's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

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

Tenant shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and

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consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material which is on or from the Premises and subsequently enters the soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise surrounding the Premises; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Tenant or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

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 such law or regulation.

10. INSURANCE

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

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

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

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

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

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

11. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Lease, at the option of the City, Tenant shall remove from the Premises, at Tenant's sole expense, all property Tenant has placed or caused to be placed on the Premises. Tenant shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All property which is not promptly removed by Tenant pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses. Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Tenant and, upon expiration or earlier termination of the Lease and upon request of the City, Tenant shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Tenant's sole expense.

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12. DEFAULT AND REMEDIES

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

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

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

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

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

v. The abandonment or vacation of the Premises or any portion thereof;

vi. Execution, levy or attachment on Tenant’s interest in this Lease or the Premises, or any portion thereof;

vii. The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Tenant's use or occupancy of the Premises; or

viii. The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Tenant. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Tenant perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

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

i. Distrain for rent due any of Tenant’s personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Tenant's personal property in a commercially reasonable manner. Tenant agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.

ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Tenant's expense, all without service of notice or resort to legal process, which Tenant waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Tenant's default If Tenant does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises and expel Tenant without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

iii. Declare this Lease terminated;

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iv. Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Tenant;

v. The City may hold Tenant liable for Rent, Additional Charges, and other payments for which Tenant is obligated under the Lease, but only up to the amount not recaptured by the City after reletting the Premises;

vi. Recover the costs of performing any duty of Tenant in this Lease;

vii. Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

13. SUBSIDENCE

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

14. VACATION BY TENANT

Upon the expiration or sooner termination of this Lease, Tenant shall peaceably vacate the Premises and the Premises shall be returned to the City by Tenant together with any alterations, additions or improvements made after the Commencement Date, unless the City requests that they be removed from the Premises. Upon such vacation, Tenant shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses.

15. RESERVATION OF RIGHTS

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

16. SIGNS

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

17. HOLDING OVER

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

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and may be removed through a forcible entry and detainer proceeding without service on Tenant of a notice to quit.

18. EMINENT DOMAIN

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

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

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

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

19. COSTS

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

20. MISCELLANEOUS

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

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

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

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

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

TO CITY:
City of Cordova
Attn: City Manager
PO Box 1210
Cordova, Alaska 99574

TO TENANT:
Prince William Sound Science Center
Attn: Katrina Hoffman
PO Box 705
Cordova, Alaska 99574

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

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

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G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach shall effect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

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

I. Late Payment. In the event that any rent or other payment due under this Lease is not received by the City when due, a late fee of five percent (5%) per month of the principal amount due shall be due and payable until the full amount of rent or other payment is received by the City.

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

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

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

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

N. Authority. Tenant represents that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder.

O. Exhibits. Exhibit A to this Lease is hereby specifically incorporated into this Lease.

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

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

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

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

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

DRAFT

CITY OF CORDOVA:

By: _____ Date: _____

Its: _____

Attest: _____
City Clerk

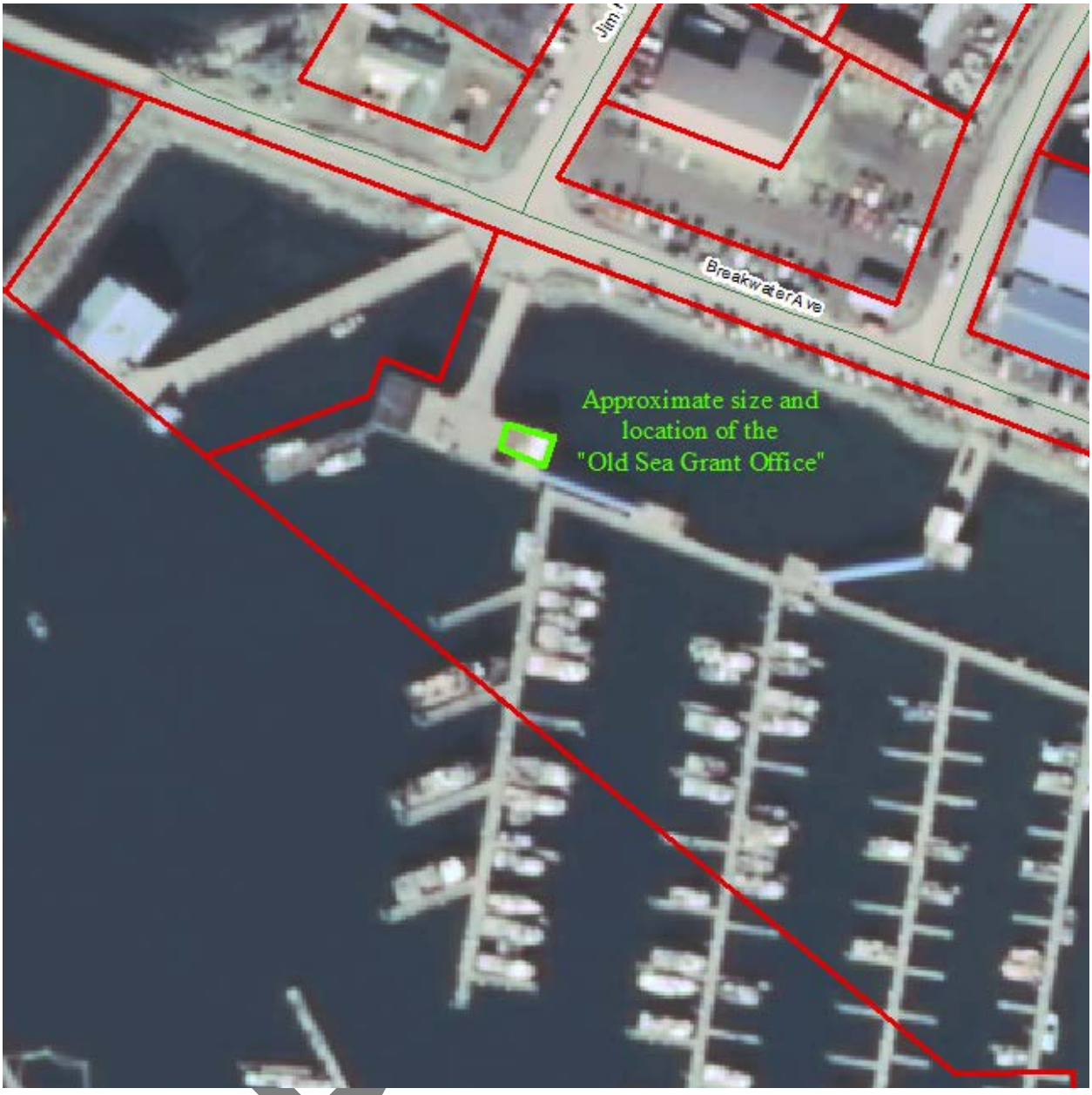
PRINCE WILLIAM SOUND SCIENCE CENTER:

By: _____ Date: _____

Its: _____

DRAFT

EXHIBIT A


Breakwater Ave
Approximate size and
location of the
"Old Sea Grant Office"

JIM POOR AVENUE
BREAKWATER AVENUE
INDUSTRY WAY
"Old Sea Grant Building"
N
0
55
110
220
Feet

City of Cordova

Manager's Report
December 4, 2019

Alaska Municipal League

I attended the AML annual conference in Anchorage November 18-22 and made connections with city and tribal officials throughout the state. I participated in sessions on topics of importance to Cordova including PERS reform, Alaska Marine Highway status, working with National Park Service and National Forest Service, and on-line sales tax collection. I learned of AML sponsored programs for member communities including Investment Pool, Health Benefits Association and Joint Insurance Association which will be evaluated for possible benefits to Cordova.

AML membership passed the following resolutions of importance to Cordova which will be part of AML advocacy work in Juneau during the upcoming legislative session.

- Urging the Legislature to override the Governor's $5M veto of Alaska Marine Highway System funding.
- Opposing any further reduction to the Alaska Marine Highway system budget and supporting reform that is sustainable and responsible to the needs of coastal communities.
- Supporting Legislative approval of a coastal infrastructure general obligation bond for harbor improvements
- Supporting development of a Community Dividend to replace revenue sharing, fund local contributions to education and reimburse local governments for State tax exemptions.
- Supporting full funding of school bond debt reimbursement
- Supporting one-time payoff of PERS arrearages and reform of PERS to include complete pay down of unfunded liability and that high interest rate on non-payment be eliminated.
- Supporting changing the transferability of limited entry salmon permits by allowing an additional name on the permit.
- Supporting reform of USDA/Forest Service Rural Schools program to include long-term certainty and sustainability of funding.

Birch Horton Bittner and Cherot

I met our attorney Holly Wells and we discussed how the City can be better served by BHBC. Wells suggested she would like to participate in Council meetings more regularly and to provide board/staff training on the Open Meetings Act and other laws unique to local government.

Health Insurance Renewal

Fejes and Associates, the broker for our employee health insurance program, has been working on the City health plan renewal for FY2020. After getting quotes from other providers, they recommendation staying with our existing medical carrier. Cordova is in the enviable position of not having a premium increase in five years due to the health of our employee pool.

ExxonValdez Oil Spill Trust

Louise Stutes mentioned at her Cordova town hall meeting that EVOS is looking into sunsetting its programs and funding. She did not have any details of the plan, but I did a bit of research and learned the following:

A Think Tank was convened by Rasmuson Foundation with support from Governor Bill Walker and Lt. Governor Byron Mallott to explore whether there is a better way to spend the approximately $186M remaining in EVOS while staying true to the intent articulated in the settlement documents establishing the Trust in 1991.

The Think Tank has recommended that the balance of EVOS funds be allocated to the Alaska Community Foundation for continued focus on research and habitat acquisition/restoration. The Think Tank has recommended that $20M each be committed to operating endowments for PWSSC, Alutiiq Museum, and Chugach Heritage Foundation and $34M to the Alaska Sealife Center. After those allocations, the balance of the funds is recommended to be used for water habitat, land trusts, land and natural resource education, local community fisheries vitality, infrastructure restoration, archeological and cultural resource projects, and habitat protection on small land parcels.

The Think Tank report has been presented to the EVOS Trustees for consideration. The report is available for download on the EVOS website. There has not yet been a community engagement process on these recommendations and no decision has yet been made.

Deputy Clerk and City Clerk Report on: Alaska Association of Municipal Clerks Annual Conference November 16-19, 2019 – Anchorage

Classes attended/new things learned and a great opportunity to refresh our memories
great networking with Clerks from around the state who use the same programs we do, who manage Council's, run elections, handle initiative petitions, manage property assessing and taxation, records requests, etc.
thanks to the Council for allowing us this opportunity

Tina Hammer, Deputy Clerk and Susan Bourgeois, City Clerk

- Public Records Request
  All records public unless specifically provided otherwise
  Documents discussed in executive session may be required to be disclosed
  Business calls, emails & texts on personal cell phones are public
- Vital Records Protection
  Tools to identify and protect vital or essential records from a disaster
- Social Media
  Create a policy and have a social media team
- Recognizing Threats & Potential Attack (Active Shooter)
  How to identify, respond and assist in the de-escalation or prevention of an attack
  What do we do here at City Hall (Policy - Training - Drills)

- Conference Opening Remarks (from Mayor Ethan Berkowitz of Anchorage) were a good reminder that Local Governments are holding this country and State together amidst turmoil at other levels of government – be proud of the work you do – we, at City Hall in Cordova, are proud of the work we do!

- Robert's Rules roundtable taught me: others use the motion "to postpone definitely (to a certain time)" more often than we do – postpone has very many specific rules/timeframes/required votes – we have been using "refer to staff" – perhaps a true parliamentarian believes we've been doing so incorrectly, however, it has been working, so I suggest we continue, one change maybe is that postponing requires that it comes back at the very next meeting, hence, not forgotten – when we refer, I will from now on add those items that have been referred to the pending agenda, therefore, they will be seen/have visibility and won't be forgotten

- The motion "to lay on the table (table)" is only appropriate to use when something urgently has to be handled before the question that is pending – then a tabled item must come back before the end of the next regular session or it is lost – once again, too many rules and easy to use this motion incorrectly, "refer" has been working for us when we want to get more information on an item and then bring it back – this works for us because Council trusts staff to, in fact, do the work and bring the item back, it has been working

Susan Bourgeois

From: Shirey, Gina L (DEC) <gina.shirey@alaska.gov>
Sent: Thursday, November 21, 2019 2:50 PM
To: Native Village of Eyak (reyna@eyak-nsn.gov); Native Village of Tatitlek (tatitlekira@yahoo.com); David Totemoff (dtotemoff@rocketmail.com); Susan Bourgeois; Leif Stavig
Cc: Bentley, Marc H (DEC); Boyer, Monica M (DEC)
Subject: APDES PRELIMINARY DRAFT INDIVIDUAL PERMIT AK0036994 - Shoreside Petroleum Inc., Cordova Bulk Fuel Facility is available for review

The Alaska Department of Environmental Conservation (DEC) has prepared an Alaska Pollutant Discharge Elimination System (APDES) **Preliminary Draft Individual Permit AK0036994.**

The purpose of this email is to provide notice that an APDES **Preliminary Draft Individual Permit AK0036994** and associated documents are available to the applicant for a 10-day applicant review. This review period is to allow the permittee the opportunity to review the preliminary draft permit prior to a formal public comment period. Following the close of the 10-day applicant review period, DEC will prepare a draft permit and fact sheet for a formal 30-day public review period. Public comments will be accepted during the 30-day formal public review period.

Facility Name: Shoreside Petroleum Inc., Cordova Bulk Fuel Facility

Discharge Location: Orca Inlet

Mixing zone in Essential Fish Habitat: No (No Mixing Zone Authorized)

Review Period: November 21, 2019 through **December 9, 2019 at 5:00 p.m. Alaska Standard Time**

The permit documents can be accessed from the DEC Wastewater Discharge Authorization Program website (http://dec.alaska.gov/water/wastewater/) under the Notice of Review section.

Written comments can be submitted via email to: Marc.Bentley@alaska.gov

Or by mail to:

Alaska Department of Environmental Conservation
Wastewater Discharge Authorization Program
555 Cordova Street
Anchorage, AK 99501

For questions, please call or email Marc H. Bentley at 907-269-6287, Marc.Bentley@alaska.gov.

Gina Shirey
Local and Tribal Government Coordinator
Alaska Department of Environmental Conservation
Division of Water
PO Box 111800
Juneau, AK 99811-1800
907.465.5272
https://dec.alaska.gov/water/tribal-communications

Susan Bourgeois

From: Tom McGann <tom1mcgann@gmail.com>
Sent: Tuesday, November 26, 2019 11:29 AM
To: Susan Bourgeois
Subject: Comp Plan

City Council
Cordova, AK

Thank you for funding the facilitation of the revision of our Comprehensive Plan. I feel the public participation was excellent and the final product will serve us well for many years.
Your approval of this plan is appreciated.

Tom McGann

Sent from Mail for Windows 10

State of Alaska Department of Transportation & Public Facilities

Public Meeting

Whitshed Road and Pedestrian Improvements
Project No.: NFHWY00129

Wednesday, December 11, 2019 ● 5:00 to 7:00 pm
The Cordova Center
601 First Street, Community Room A, Cordova, AK 99574

The Alaska Department of Transportation and Public Facilities invites you to attend a Public Meeting to discuss proposed pedestrian improvements along Whitshed Road between the Copper River Highway and Orca Inlet Drive intersections. The purpose of this meeting is to update the public on proposed project improvements and probable impacts. Comment forms will be available for the public to provide input on the project.

For more information about the meeting or project or if you would like to submit comments outside the public meeting, please contact the Project Manager.

Russell Johnson, P.E., Project Manager
2301 Peger Road, Fairbanks, AK 99709-5316
Telephone (907) 451-5059, Fax (907) 451-5126
E-mail: russell.johnson@alaska.gov

If you have comments please submit them by December 27, 2019.

The environmental review, consultation, and other actions required by applicable Federal environmental laws for the project are being, or have been, carried out by the Alaska DOT&PF pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated November 3, 2017 and executed by the FHWA and DOT&PF.

DOT&PF operates Federal Programs without regard to race, color, national origin, sex, age, or disability. Full Title VI Nondiscrimination Policy: http://dot.alaska.gov/tvi_statement.shtml. To file a complaint go to: Http://dot.alaska.gov/cvlrts/titlevi.shtml.

DOT&PF complies with Title II of the Americans with Disabilities Act of 1990. Individuals with disabilities who may need auxiliary aids, services, and/or special modifications to participate in this public meeting should contact the project manager listed above. Requests should be made at least 10 days before the accommodation is needed to make any necessary arrangements.

A quorum of the City Council and other City Boards & Commissions may be present, no decisions regarding City business will be made questions: call the City Clerk's office.

November 27, 2019

Hello Mayor and Council Members,

I have a Retail Marijuana Store opening this coming year. I'm concerned the taxing of legal marijuana sales too high at the local level will have a negative affect on this new small business.

Costly Regulations, Fees, and Taxes

In addition to the extremely high taxes on every level of government, marijuana establishments have costly state regulations. These costs reflect in the pricing of product in licensed shops. Unlicensed marijuana growing and selling do not have the fees and/or taxes being paid to the federal, state, or local level.

- Testing, labeling costs, and special packaging requirements.
- Extensive security plan and requirements are required for every licensee.
- The state requires every licensee to use the same marijuana tracking software. This tracks everything from seed to sale. Cultivation, waste disposal, transportation between licensees, and sales on a daily basis.
- Marijuana licenses ($5,000/yr) are 4 times higher then alcohol licenses from the Alcohol & Marijuana Control Office (AMCO).
- The state of Alaska collects one of if not the highest tax on marijuana in the county.

Local Marijuana Tax 12+%

Section 5.40.010 - surtax levied. This tax section adds additional 6% tax to the already high sales tax. Putting a addition tax on a business that has not opened yet is putting the cart in front of the horse.

- 12% tax for purchasing marijuana products would make us the highest in the state.
- Alaska doesn't have a regulated Medical Marijuana Industry so any Alaska Medical Marijuana Card Holders will be required to pay the same tax rate as anyone else.
- This product has been forced to be in the black market for far to long. In 2014 Alaskans voted to change that. Regulation and taxation should not be over burden to a business, especially one that it's competition is unregulated and untaxed.

There has been no legal marijuana sales in Cordova as of yet. Removing marijuana from the surtax you will not but losing any projected tax collection. Please make an amendment to the ordinance 1178 and remove marijuana from the surtax.

Melina Meyer
owner
The New Company Store

AGENDA ITEMs # 15, 16 & 17
City Council Meeting Date: 12/04/2019
CITY COUNCIL COMMUNICATION FORM

FROM: **City Clerk, Susan Bourgeois**

DATE: **11/26/2019**

ITEM: **Ordinances 1178, 1179 & 1180**

NEXT STEP: **Council voice vote on first reading**

__X__ ORDINANCEs _____ MOTION
_____ RESOLUTION _____ INFORMATION

I. REQUEST OR ISSUE: Council directed staff to bring these 3 ordinances to the November 20 meeting for Council action/discussion. All three ordinances were approved at first reading and are back for second reading tonight, December 4 – also there is a public hearing on these 3 ordinances which precedes the regular meeting tonight.

II. RECOMMENDED ACTION / NEXT STEP: Council motion to adopt Ordinance 1178, roll call vote of a majority of all (4 yeas required) on second reading.
Council motion to adopt ordinance 1179, roll call vote of a majority of all (4 yeas required) on second reading or motion to postpone indefinitely. Council motion to adopt ordinance 1180, roll call vote of a majority of all (4 yeas required) on second reading or motion to postpone indefinitely.
Council can only adopt one of these two ordinances as they conflict with each other and cannot both be codified. After an ordinance is moved and seconded for adoption, an appropriate motion would be a motion to "postpone indefinitely" – which would require a majority vote to then kill the ordinance.

III. FISCAL IMPACTS: The fiscal impact can be seen in the attached spreadsheet showing the estimated revenue generation of these sales tax adjustments.

IV. BACKGROUND INFORMATION: After 2 budget work sessions with City Manager Helen Howarth, it became evident that there was a $900K shortfall in the FY 2020 budget. The attached spreadsheet shows the impact each ordinance would have on diminishing the $900K shortfall.

V. LEGAL ISSUES: Ordinances 1179 and 1180 are in conflict but legally it was okay that Council approved both at first reading on November 20; the intent was to get more public and business owner input before deciding finally which is the better fit for the community. Tonight, at second reading, only one of those 2 ordinances can be approved.

VI. SUMMARY AND ALTERNATIVES: City Council has 3 ordinances for action tonight. 1179 can be adopted or Council could act differently. When considering 1179 and 1180 it would be appropriate to discuss the merits of both so that it becomes clear which one has more support before votes are taken.

FY 2020 Budget Shortfall ($900,000)

		Revenue Increase	Running Balance
1)	**State Shared Raw Fish Tax (business fisheries tax)**	**$190,000**	**($710,000)**
	budget $1,240,000 instead of $1,050,000		
	$1,240,000 is the updated 10-yr average		
2)	**Alcohol, Tobacco, Marijuana surtax**	**$244,000**	**($466,000)**
	at 6% per ***Ordinance 1178***		
3)	**Sales Tax Adjustment Options:**		
	Option A:		
	5%/8% seasonal per ***Ordinance 1179***	$525,000	**$59,000**
	OR		**OR**
	Option B:		
	1% sales tax increase to 7% - per ***Ordinance 1180***	$520,000	**$54,000**

CITY OF CORDOVA, ALASKA
ORDINANCE 1178

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING CORDOVA MUNICIPAL CODE SECTION 5.40.012 TO ADD RETAIL MARIJUANA, MARIJUANA CONCENTRATES, MARIJUANA PRODUCTS, CIGARETTES, TOBACCO PRODUCTS, AND ALCOHOLIC BEVERAGES TO THE LIST OF SALES SUBJECT TO A SIX PERCENT SURTAX AND AMENDING 5.40.020 TO ADD DEFINITIONS OF EACH

WHEREAS, the City of Cordova, Alaska ("City") is currently facing financial challenges and budgeting concerns; and

WHEREAS, it is in the City's best interest to generate revenue to support the many valuable entities that citizens have urged the City to support such as the Cordova Community Medical Center Authority, the Cordova Public School District, the Cordova Family Resource Center, the Cordova Chamber of Commerce, the Ski Hill, Prince William Sound College and others; and

WHEREAS, it is in the City's best interest to generate revenue to support the valuable services the City provides its citizens, residents, and visitors; and

WHEREAS, the implementation of a surtax on marijuana, marijuana products, cigarettes, tobacco products, and alcoholic beverages would provide the additional revenues to meet the needs of these supported entities and the needs of the City's population and visitors.

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

Section 1. Cordova Municipal Code section 5.40.012 - Surtax levied on certain sales, services and rents, is amended to read as follows:

A. ~~Effective August 1, 1999, in~~ **In** addition to any and all other taxes and charges, there shall be levied a surtax **of six percent** ~~equal to one hundred percent of the tax levied under Section 5.40.010~~ on the following sale~~s~~ **prices**, **charges for** services**,** and rents **collected**:

1~~B~~. Public accommodation services;~~ and~~

2~~C~~. Motor vehicle rentals, excluding watercraft**;**

3. Retail marijuana, marijuana concentrates, and marijuana products;

4. Retail cigarettes and tobacco products; and

5. Retail alcoholic beverages.

Section 2. Cordova Municipal Code section 5.40.020 – Definitions, is amended by adding the following:

[Deleted text is ~~stricken through~~; added text is **bold and underlined**]

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J. "Marijuana" shall have the meaning given in Section 8.40.020.

K. "Marijuana concentrate" shall have the meaning given in Section 8.40.020.

L. "Marijuana products" shall have the meaning given in Section 8.40.020.

M. "Cigarette" means a roll for smoking of any size or shape, made wholly or partly of tobacco, whether the tobacco is flavored, adulterated, or mixed with another ingredient, if the wrapper or cover of the roll is made of paper or a material other than tobacco.

N. "Tobacco product" means

1. a cigar;

2. a cheroot;

3. a stogie;

4. a perique;

5. snuff and snuff flour;

6. smoking tobacco, including granulated, plug-cut, crimp-cut, ready-rubbed, and any form of tobacco suitable for smoking in a pipe or cigarette;

7. chewing tobacco, including cavendish, twist, plug, scrap, and tobacco suitable for chewing; or

8. an article or product made of tobacco or a tobacco substitute, but not including a cigarette as defined in Section 5.40.020.M.

O. "Alcoholic beverage" shall have the meaning given in Section 6.12.010.A.

Section 3. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

1st reading: November 20, 2019
2nd reading and public hearing: December 4, 2019

PASSED AND APPROVED THIS 4th DAY OF DECEMBER 2019.

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

DRAFT

[Deleted text is ~~stricken through~~; added text is **bold and underlined**]

CITY OF CORDOVA, ALASKA
ORDINANCE 1179

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING CORDOVA MUNICIPAL CODE SECTION 5.40.010 TO IMPOSE SEASONAL SALES TAX RATES OF FIVE PERCENT IN WINTER AND EIGHT PERCENT IN SUMMER OF EACH YEAR

WHEREAS, the City of Cordova, Alaska ("City") is currently facing financial challenges and budgeting concerns; and

WHEREAS, it is in the City's best interest to generate revenue to support the many valuable entities that citizens have urged the City to support such as the Cordova Community Medical Center Authority, the Cordova Public School District, the Cordova Family Resource Center, the Cordova Chamber of Commerce, the Ski Hill, Prince William Sound College and others; and

WHEREAS, it is in the City's best interest to generate revenue to support the valuable services the City provides its citizens, residents, and visitors; and

WHEREAS, the implementation of a split sales tax with different rates in winter and summer will garner revenues from the seasonal influx of people to Cordova for participation in the fishing industry and for those coming to Cordova as a tourist destination; and

WHEREAS, adjustments to sales tax as a revenue source ensures that local, year-round Cordova residents would not be required to bear the burden of increased property taxes as the sole source to meet budget shortfalls.

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

Section 1. Cordova Municipal Code Section 5.40.010 is amended to read as follows:

5.40.010 – Levied.

There is levied on all sales equal to or more than twenty cents, services provided, and rents collected within the city, except sales, services, and rents that are exempt from taxation under this chapter, ~~a tax equal to six percent of the sale price~~ **a tax as set forth in this section. From April 1 through September 30, a tax is levied equal to eight percent of the sale price, charge for services, or rents collected. From January 1 through March 31, and from October 1 through December 31, a tax is levied equal to five percent of the sale price, charge for services, or rents collected.**

[Deleted text is ~~stricken through~~; added text is **bold and underlined**]

DRAFT

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

1st reading: November 20, 2019
2nd reading and public hearing: December 4, 2019

PASSED AND APPROVED THIS 4th DAY OF DECEMBER 2019.

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

DRAFT

CITY OF CORDOVA, ALASKA
ORDINANCE 1180

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING CORDOVA MUNICIPAL CODE SECTION 5.40.010 TO INCREASE THE GENERAL SALES TAX TO SEVEN PERCENT

WHEREAS, the City of Cordova, Alaska ("City") is currently facing financial challenges and budgeting concerns; and

WHEREAS, it is in the City's best interest to generate revenue to support the many valuable entities that citizens have urged the City to support such as the Cordova Community Medical Center Authority, the Cordova Public School District, the Cordova Family Resource Center, the Cordova Chamber of Commerce, the Ski Hill, Prince William Sound College and others; and

WHEREAS, it is in the City's best interest to generate revenue to support the valuable services the City provides its citizens, residents, and visitors; and

WHEREAS, increasing the sales tax rate by one percent will generate additional revenue to help pay for these entities and City services.

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

Section 1. Cordova City Code Section 5.40.010 Levied, is amended to read as follows:

5.40.010 - Levied.

There is levied on all sales equal to or more than twenty cents, services provided, and rents collected within the city, except sales, services and rents that are exempt from taxation under this chapter, a tax equal to **seven** ~~six~~ percent of the sale price, charge for services or rents collected.

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

1st reading: November 20, 2019
2nd reading and public hearing: December 4, 2019

PASSED AND APPROVED THIS 4th DAY OF DECEMBER 2019.

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

[Deleted text is ~~stricken through~~; added text is **bold and underlined**]

DRAFT

City Council of the City of Cordova, Alaska

Pending Agenda December 4, 2019 Regular Council Meeting

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

1) Harbor expansion Town Hall type meeting - public input
2) Strategic Planning - revisit plan - schedule the next work session for this
3) Resolution 12-18-36 re E-911, will be back when a plan has been made, referred 12/19/18
4) Work Session w/ ADF&G re fisheries management decisions and their economic impact to Cordova
5) Joint work session with Harbor Commission on Waterfront Development - **after Jan 1, 2020**
6) Renewal of health care plan including subsidiary contracts and all amendments to date
7) Council discussion about Attorney billing/staff attorney use guidelines - **fall 2019**
8) Council/board training with City Attorney - **fall/winter 2019/2020**?
9) Investment firms - UBS - switch to their "Institutional Consulting" group? Bring this up after **Jan 2020**
10) First Alaskans return trip (offer) to provide Tribal Government training to Council/Cordova
11) City Clerk evaluation - **February 2020**
12) Discussion **after Jan 1, 2020** about PF/GF where land sale proceeds go
13) Discussion item concerning City Manager's spending authority - **after Jan 1, 2020**
14) Ordinance change (Title 4) before a new CBA gets negotiated - so Council has a role in approval process
15) Impact tax - discuss **summer 2020**
16) Land disposal - discuss on a future agenda - when land disposal maps come for approval
17) Mirad grant for Harbor as well as Build grant - after **January 1**
18) Refuse - how we do it - burn pile/bear proof containers - **spring 2020**

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

1) Capital Priorities List and Resolution to come before Council quarterly:
   12/4/2019 **3/4/2020** **6/17/2020** **9/2/2020**
2) Staff quarterly reports will be in the following packets:
   1/15/2020 **4/15/2020** **7/15/2020** **10/21/2020**
3) Joint City Council and School Board Meetings - twice per year, November & April
   6pm before Council Mtg @ CC **4/1/2020** 6pm @ CHS before Sch Bd mtg **10/14/2020**
4) Alaska Municipal Leage fall conference including training **November 18-22**
   http://www.akml.org/conferences/ let Clerk know if interested in attending - it's not too late

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

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 December 4, 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
reauthotrization via Res 11-19-51
approved 11/20/2019

1-Warren Chappell 2-Andy Craig 3-Bobby Linville
4-Gus Linville 5-Tommy Sheridan 6-Bob Smith
7- Ron Blake 8- John Whissel

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

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

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	

DECEMBER 2019

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 CHS BBall practice starts 12/4 6:00 Council work session 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB	5	6 CHS Cordova Crusher Home Wrestling Tournament 12/6 & 7	7
8	9	10 6:30 P&Z CCAB	11 7:00 Sch Bd HSL 7:00 Harbor Cms CCM	12	13 CHS Wrestling Kachemak Conference @ Redington 12/13,14	14
15	16	17	18 5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB	19	20 CSD end of 2Q	21 winter solstice
22 CSD Winter Break 12/23-1/6	23 CSD Winter Break 12/23-1/6	24	25 Christmas City Hall & CSD Closed 6:00 CEC Board Meeting	26 6:00 CCMCAB HCR	27 winter break CSD Winter Break 12/23-1/6	28
29 CSD Winter Break 12/23-1/6	30 CSD Winter Break 12/23-1/6	31 6:00 P&R CCM	1 I ♥ Winter Break!	2 CSD Winter Break 12/23-1/6	3	4
5	6					

Notes

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

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

January 2020

CALENDAR MONTH	JANUARY
CALENDAR YEAR	2020
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	1 New Year's Day City Hall Offices Closed	2	3	4
	CSD Winter Break 12/23-1/6		~~6:00 Council work session~~ ~~7:00 Council reg mtg CCAB~~		CSD Winter Break 12/23-1/6	
5	6	7	8	9	10	11
			7:00 Sch Bd HSL 7:00 Harbor Cms CCM			
12	13	14	15	16	17	18
			5:30 CTC Board Meeting		CSD Inservice No school	
		6:30 P&Z CCAB	6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB		CHS Tipoff Tourney 1/16-1/18	
19	20	21	22	23	24	25
	Martin Luther King Jr. Holiday City Hall Offices Closed		6:00 CEC Board Meeting			
26	27	28	29	30	31	1
		6:00 P&R CCM		**6:00 CCMCAB HCR**		
2	3					

Notes

Legend:
CCAB-Community Rms A&B
HSL-High School Library
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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

February 2020

CALENDAR MONTH	FEBRUARY
CALENDAR YEAR	2020
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	1
2	3	4	5 6:00 Council work session 6:45 Council pub hrg (maybe) 7:00 Council reg mtg CCAB	6	7	8
9	10	11 6:30 P&Z CCAB	12 7:00 Sch Bd HSL 7:00 Harbor Cms CCM	13	14	15
16	17 Presidents' Day Holiday City Hall Offices Closed	18	19 5:30 CTC Board Meeting 6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	20 No School CSD Inservice 2/20-21	21	22 CHS BBall home games 2/21-22
23	24	25 6:00 P&R CCM	26 6:00 CEC Board Meeting	27 6:00 CCMCAB HCR	28	29 CHS BBall home games 2/28-29
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
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Cncl - 1st & 3rd Wed
P&Z - 2nd Tues
SchBd, Hrb Cms - 2nd Wed
CTC - 3rd Wed
P&R - last Tues
CEC - 4th Wed
CCMCA Bd - last Thurs

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

Mayor and City Council - Elected

seat/length of term	email	Date Elected		Term Expires
Mayor:	**Clay Koplin**	Mar 1, 2016, Mar 5, 2019		March-22
3 years	Mayor@cityofcordova.net			
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**	Dec 6, 2017, Mar 6, 2018	elected by cncl	March-21
3 years	CouncilSeatE@cityofcordova.net			
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** bjewell@cordovasd.org	Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-22
3 years	**Bret Bradford** bbradford@cordovasd.org	Mar 3, 2015, Mar 6, 2018	March-21
3 years	**Tammy Altermott** taltermott@cordovasd.org	Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-22
3 years	**Peter Hoepfner** phoepfner@cordovasd.org	Mar 7, 2006, Mar 3, 2009, Mar 6, 2012, Mar 3, 2015, Mar 6, 2018	March-21
3 years	**Sheryl Glasen** saglasen@cordovasd.org	Mar 4, 2014, Mar 7, 2017	March-20

seat up for re-election in 2020	***vacant***
board/commission chair	
seat up for re-appt in Nov 20	

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	Jul 19, 2018, Mar 5, 2019	up for elec	March-22
3 years	**Chris Bolin**	elected by board	August 28, 2019	March-20	March-22
3 years	**Linnea Ronnegard**		March 6, 2018		March-21
3 years	**Gary Graham**		May 31, 2018, Mar 5, 2019		March-21

Library Board - Appointed

length of term			Date Appointed	Term Expires
3 years	**Mary Anne Bishop, Chair**		Nov '06, '10, '13, '16 & '19	November-22
3 years	**Wendy Ranney**		Apr '13, Nov '15, Nov '18	November-21
3years	**Sherman Powell**	*vacant after of 11/30/19*	June-18	November-19
3 years	**Sarah Trumblee**		February-18	November-20
3 years	**Krysta Williams**		February-18	November-20

Planning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	**Nancy Bird**	Nov '16, '19	November-22
3 years	**Mark Hall**	Nov '19	November-22
3 years	**Scott Pegau, Vice Chair**	Dec '11, Dec '14, Nov '17	November-20
3 years	**John Baenen**	Dec '12, Dec '15, Nov '18	November-21
3 years	**Tom McGann, Chair**	Apr '11, Dec '11, Dec '14, Nov '17	November-20
3 years	**Chris Bolin**	Sep '17, Nov '18	November-21
3 years	**Trae Lohse**	Nov '18	November-20

seat up for re-appt in Nov 20

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**	Nov '17	November-20
3 years	**Andy Craig**	Nov '16, '19	November-22
3 years	**Max Wiese**	Mar '11, Jan '14, Nov '17	November-20
3 years	**Ken Jones**	Feb '13, Nov '16	November-22
3 years	**Jacob Betts, Chair**	Nov '15, '18	November-21

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	**Wendy Ranney, Chair**	Aug '14, Nov '15, Nov '18	November-21
3 years	**Henk Kruithof**	Nov '19	November-22
3 years	**Ryan Schuetze**	Aug '18	November-21
3 years	**Kirsti Jurica**	Nov '18	November-21
3 years	**Marvin VanDenBroek**	Feb '14, Nov '16, Nov '19	November-22
3 years	**Karen Hallquist**	Nov '13, '16, '19	November-22
3 years	**Dave Zastrow**	Sept '14, Feb '15, Nov '17	November-20

Historic Preservation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	**Cathy Sherman**	Aug '16, Nov '19	November-22
3 years	**Heather Hall** *vacant after 11/30/19*	Aug '16	November-19
3 years	**Sylvia Lange**	Nov '19	November-22
3 years	**John Wachtel**	Aug '16, Nov '18	November-21
3 years	**Wendy Ranney**	Nov '18	November-21
3 years	**Nancy Bird**	Nov '17, Nov '18	November-21
3 years	**Jim Casement, Chair**	Nov '17	November-20

seat up for re-election in 2020	**seat up for re-appt in Nov 20**
board/commission chair	***vacant***