Mayor
Clay Koplin

Council Members
Tom Bailer
Cathy Sherman
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

Special City Council Meeting
May 6, 2020 @ 6:00 pm
Cordova Center Community Rooms
and via YouTube and Teleconference
Agenda

A. Call to order

B. Roll call

Mayor Clay Koplin, Council members Tom Bailer, Cathy Sherman, Jeff Guard, Melina Meyer, Anne Schaefer, David Allison and David Glasen

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

D. 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

E. Communications by and petitions from visitors

1. Guest Speakers
  a. IMT Report, incident: COVID-19 (may be at regular meeting at 7pm)
2. Audience Comments regarding agenda items……..…….. **(3 minutes per speaker)**

F. Correspondence

3. 04-30-2020 Email from S. Herschleb……. **(page 1)**
4. 05-01-2020 Email from E. Babic……. **(page 3)**

G. New Business

5. Resolution 05-20-19…….…….…….. **(voice vote)(page 5)**
A resolution of the Council of the City of Cordova, Alaska pre-approving Emergency Order 2020-06 regarding the repeal and reenactment of the City of Cordova Emergency Covid-19 rules
6. Sheridan Joyce, Cordova Power Sports letter to Council, request…….…. **(voice vote)(page 25)**
Council direction to staff **(may be discussed in executive session)**
7. Discussion of COVID-19 Emergency Response……..…… **(page 53)**

H. Audience participation

I. Council comments

J. Executive Session

8. see agenda item 6. Recommendations to City Manager regarding Sheridan Joyce land disposal negotiations, a subject which is a matter the immediate knowledge of which would clearly have an adverse effect upon City finances

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

K. Adjournment

Public Call-in number 907-253-6202, each call is placed on hold, then calls will ring through in the order received, please stay on the phone until you've been addressed or thanked by the Chair or Council, then hang up, comments limited to 3 minutes

Executive Sessions per Cordova Municipal Code 3.14.030

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

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

Good afternoon Susan,
Will you please share with Council.
Thanks a lot,
Susie.

Susie Herschleb
Resource Unit Leader – Incident Management Team
Director of Parks and Recreation
City of Cordova
P.O. Box 1210
Cordova AK, 99574
Cell: 907-253-3217
Phone: 907-424-6200

From: Susie Herschleb
Sent: Thursday, April 30, 2020 10:59 AM
To: Helen Howarth <citymanager@cityofcordova.net>
Cc: Paul Trumblee <fire@cityofcordova.net>
Subject: IMT communications with local businesses

Dear Council and Mayor,
I would like to take a moment to respond to the statements presented to Council yesterday regarding the IMT's lack of communication with local businesses. There are over 500 local businesses and there are 400+ in the fishing fleet. To say that the IMT isn't doing a good job communicating their expectations to local businesses is dejecting. The mutual aid agreements for fishermen and businesses have changed 3 times. The changes to the MAA's have all been in response to changes made at the State level. The first change required us to reach out and request additional information from all those who had already turned an MAA into the City. This process has and continues to require diligence and focused attention to communicate **accurate** information to the fleet and to businesses.

On Friday 4/24 the IMT team began communicating with local hairdressers who presented MAA's via the forms@cityofcordova.net e-mail account. On 4/24 there was discussion regarding the States mandate versus the City's mandate; the team suggested the businesses **yield** until more information became available. Communications continued over the weekend as things developed. On 4/25 The hairdressers were provided with a link to the City's new Covid-website; specifically, the updated mandate. I think that the businesses who are taking initiative and demonstrating responsibility by filling out and e-mailing an MAA have been adequately informed.

Our public information team has pushed the ideal of personal responsibility as the single most important tool in our tool belt to combat the spread of this virus. This is true at home, at work and in public. I think this expectation transcends rules like staying 6ft away from people and wearing a facemask when you cannot maintain this distance. I have processed 53 local business MAA's and almost 200 vessel MAA's. All of these businesses and fleet members have had access to the information provided by the IMT, via the public information team. Some businesses are operating as well as demonstrating comprehensive safety guidelines, **this is success**. I believe our liaison has done a tremendous job of working with local businesses and educating them. I think our public information

team has provided a great deal of **accurate** information to the public. I believe that it is absolutely the private business owners' personal responsibility to educate themselves using the tools the IMT has **successfully** distributed to the public.

I think it is fantastic that the Chamber has offered to supplement communications with local businesses, many hands make light of work. It would be even more helpful to us, to have the Chamber reach out beyond their members, and assist the team in communicating with non-members as well. This may result in collecting new Chamber members as well!

As an incident management team member, you accept that you will be continuously challenged to adjust to the ever-changing landscape during this emergency order. You must accept that perfection is not realistic. Doing the best you can with the resources you have is a realistic expectation; and I think the IMT members who are tasked with communicating with local businesses are meeting this expectation.

Sincerely,

Susie Herschleb

Resource Unit Leader – Incident Management Team
Director of Parks and Recreation
City of Cordova
P.O. Box 1210
Cordova AK, 99574
Cell: 907-253-3217
Phone: 907-424-6200

Susan Bourgeois

From: Melina Meyer
Sent: Friday, May 1, 2020 11:34 AM
To: Susan Bourgeois
Subject: Fwd: Re-opening Plan for Seaside Salon

I think she bc everyone, but because it was addressed to council I just wanted to make sure everyone got it and you had a copy.

Gunalchéesh
Thank you,

Melina Meyer

Cordova Council Seat D
907-429-5097
CouncilSeatD@cityofcordova.net

From: Emaleah Babic <emaleahbabic@gmail.com>
Sent: Friday, May 1, 2020 10:33 AM
To: Melina Meyer
Subject: Re-opening Plan for Seaside Salon

Good Morning Mayor Koplin and City Council Members.

I first want to start off by thanking you for doing such a great job keeping Cordova safe. I am equally concerned about the health and safety of our community as we navigate through this unprecedented time. As we approach summer and the influx of people coming to town, I am carefully strategizing ways to run my business in the safest manner possible. I have a stringent plan in place for my salon to re-open. With a newborn baby and a young family at home, the health and safety of everyone is my upmost main objective with still running a successful business.

The State of Alaska has allowed me to open my business following strict guidelines with Mandate 016. As long as I am compliant with the following requirements I should definitely be able to open my salon. Salons all over the state are reopening with multiple hairdressers working alongside each other, keeping six feet distance. I am confused why I, a solo hairdresser in my salon cannot open and work on one LOCAL client a day. In addition to the Personal Care Services Mandate with COVID-19, I am taking extreme measures to mitigate any potential exposure of the virus in my salon.

I am no longer open to walk-in traffic and business. I will be working on a one to one basis, taking private appointments and locking the door behind my one client as they enter. I am asking that they do not bring anyone to their appointment. Again, I will not be taking any out of town clients this summer at all. Before booking appointments, I have a series of questions I will ask the client regarding travel, how they feel, symptoms, etc. I have a very close, tightknit relationship with my local, regular clients that ensures upfront honesty between me and them. My client is to wait in their car when they pull up for their appointment and call me when they are outside to let them in. As they enter my salon, they will be required to wear proper PPE (face mask and gloves) throughout their entire appointment. Upon entry, they will be asked to thoroughly wash their hands and leave any belongings in their vehicle. I have taken out beverage service and magazines to keep contact very minimal. If they would like to purchase a product, I am able to take payment over the phone without any exchange or hand to hand contact. Cash will be accepted and put into a plastic bag for several days to decontaminate.

After my one client, I will be done working for the day. Once the client exits the salon I will be sanitizing all surfaces, tools, bathroom facility and the entire salon diligently. I am licensed by the state in sanitization and infectious disease precautions and am confident in my abilities to operate cleanly and safely.

When the Governor announced Salon openings, I did start booking appointments for this week that I had to cancel after finding out the City of Cordova wants to keep non-essential businesses closed until further notice. My family and I have been quarantined as well as my business has been closed since March 13th. We have been taking major precautions to stay home and do our part in flattening the curve and not exposing ourselves to this virus.

Lastly, I want to reiterate the fact that I am absolutely not taking any out of town clients, or new to me clients whatsoever. The business I will be doing will be on my local regulars right now. I ask that you please review this and consider the safe reopening of my small private salon as soon as possible. I fully comply and understand the need to tighten the rules as the upcoming fishing season approaches. However, I truly do not know how my small business will survive if the City keeps me shut down.

Thank you for your time and reconsideration,

Ema Babic
Seaside Salon
(907) 354 0702

Sent from Mail for Windows 10

MEMO: **May 5, 2020**

FROM: **Helen Howarth, City Manager**

RE: **Open Cordova Responsibly Plan**

Emergency Order 2020-06 revises previous rules to bring City of Cordova in line with State of Alaska Covid-19 mandates. Adopting Emergency Order 2020-06 will bring City rules in line with previous State mandates as well as any new State mandates as they are released.

In addition to Emergency Order 2020-06, attached are two documents related to reopening Cordova as recommended by the Medical and Incident Command Teams. All of these proposed documents are presented as Cordova's Open Responsibly Plan and are presented to provide Council the opportunity to amend, repeal or revise in whole or in part.

1. Safe Cordova: Roadmap to reopening Cordova

This document outlines the framework Medical and Incident Command Teams will use to safely determine how to reopen the City. There are two phases: Red Status is the most restrictive with limitations on movement, closure of nonessential businesses, and strict health requirements. Cordova has been operating in this status since the beginning of the emergency order.

Depending on how Cordova is meeting the stated metrics, City health rules may be adjusted to allow progression to Yellow Status.

2. State of Alaska Health Mandate 016 – REOPEN ALASKA RESPONSIBLY PLAN-PHASE I-A

This mandate outlines the businesses that are permitted to open and the rules they must follow to meet state health requirements. City will follow this mandate as long as metrics outlined in the Safe Cordova Roadmap/Yellow Status are met.

The medical team has determined Cordova can safely progress to Yellow Status at this time and recommends opening of local businesses following the rules of State Health Mandate 16.

Safe Cordova:
Roadmap to Reopening Cordova

STATUS: RED LIGHT
High Risk of Community Transmission • Highest Level of Community Protections

Allowable Activities	Protective Measure	Risk Metrics
• Essential Businesses can operate, provided they adhere to strict physical distancing, frequent cleaning practices and other preventative measures. • Limited access to physical locations of Non-Essential Businesses for upkeep, site maintenance, payroll, remote business operations, or online order fulfillment only. • Physically distant outdoor recreation allowed, maintain at least 6' distance.	• All unnecessary trips and/or travel eliminated; public to stay home as much as possible. • Face coverings required where social distancing of 6 ft is not possible and in all public facilities. • Non-Essential Businesses and entities closed except for tele-work or other work from home procedures. • Entertainment facilities closed (e.g. theaters, gyms, bingo halls, food courts, etc.) • Public facilities closed (e.g. libraries, museums, playgrounds, pools, and other public buildings.) • No gatherings larger than 10 people. • Travel limited and/or mandatory travel quarantine implemented. • Non-emergency or non-urgent medical procedures canceled or postponed. • All businesses to safeguard PPE supplies in case of need for medical responses.	In order to transition from this phase these metrics are met: *Epidemiology* • Ability and capacity to screen and test widely. • Case counts trending downwards for 14 days with stable and adequate testing. • COVID/PUI hospitalization rate trending down for 14 days. *Health Care Capacity* • Ability/capacity to meet anticipated case surge. • Sufficient PPE for all healthcare workers and first responders. • Sufficient shelter capacity. *Public Health Capacity* • Capacity to conduct rapid positive • case interviews. • All contacts monitored. • Symptomatic contacts get tested within 24 hours.

STATUS: YELLOW LIGHT Medium Risk of Community Transmission • Medium Level of Community Protections		
Allowable Activities	**Protective Measure**	**Risk Metrics**
• Partially reopen low-risk, non-essential businesses following State of Alaska Health Mandate 16 – Phase 1. Limited openings using strict physical distancing, frequent cleaning practices and other preventative measures. Encourage alternate delivery methods for goods (e.g. curbside pickup, to-go). o Ex: Restaurants with appropriate physical distancing, staff PPE, frequent cleaning and other preventative measures such as fewer tables, increased spacing between customers, etc. o Ex: Personal Care Services with appropriate physical distancing, appointment-only, 1-on-1 services, etc. o Ex: non-public facing businesses institute distancing measures, limit gathering of employees, require face coverings, and protections for vulnerable workers, etc. o Ex: public-facing businesses institute distancing measures, alternate pickup / delivery methods, require face coverings, and limit occupancy, etc. • Some non-emergency or non-urgent medical procedures can proceed. • Low-risk outdoor recreation activities are allowed.	• Closely monitor community Risk Metrics to evaluate any change in the wrong direction; ability to quickly rollback Allowable Activities to RED LIGHT again if data shows worsening conditions (lower threshold would be used). • Limited trips outside the home allowed, but people encouraged to stay home as much as possible. Extra precaution for those at high risk of illness (older people and those with existing medical conditions.) • Face coverings required in where social distancing of 6 ft not possible and in all public facilities. • Essential businesses continue practicing remote work when possible, and physical distancing and cleaning practices. • Travel limited and/or mandatory travel quarantine remains in place. • No gatherings larger than 20 people. • Public facilities remain closed (e.g. libraries, museums, gyms, pools, playgrounds.) • Develop “Cordova Opens” Risk Assessment that identifies risk levels for different categories of Cordova business and venues in effort to identify opportunities for reopening.	In order to transition from this phase, all metrics are met with increases to downward trends. *Epidemiology* • Ability and capacity to screen and test widely. • Cases trending downwards for an extended period: initially 28 days, but will • continue working with public health experts to identify any changes needed to • this extended period. • COVID/PUI hospitalization rate zero in Cordova for 28 days. *Health Care Capacity* • Ability/capacity to meet anticipated case surge. • Sufficient PPE for all healthcare workers and first responders. • Sufficient Shelter capacity. *Public Health Capacity* • Capacity to conduct rapid positive case interviews • All contacts monitored. • Symptomatic contacts get tested within 24 hours.

State of Alaska Health Mandate 016 – REOPEN ALASKA RESPONSIBLY PLAN- PHASE I-A

Health Mandate 016 goes into effect at 8:00 a.m. on Friday, April 24, 2020.

Reopening Alaska's businesses is vital to the state's economic well-being, and to the ability of Alaskans to provide for their families. At the same time, everyone shares in the obligation to keep Alaska safe and continue to combat the spread of COVID-19. As a result, businesses and employees must, to the extent reasonably feasible, continue to take reasonable care to protect their staff and operations during this pandemic. Meanwhile, all Alaskans have an obligation to help promote public health and fight this pandemic by continuing to follow public health guidance regarding sanitizing, handwashing, and use of face masks. Those that are at high risk of infection are encouraged to continue to self-quarantine, to the extent possible, and strictly follow social distancing mandates and advisories.

Unless explicitly modified by this Mandate as set forth below and in Attachments D through H, prior Mandates remain in effect unless and until they are amended, rescinded, or suspended by further order of the Governor. The Governor and the State of Alaska reserve the right to amend this Mandate at any time in order to protect the public health, welfare, and safety of the public and assure the state's safe resumption of economic activity.

The activities and businesses listed below that were previously governed by the referenced Mandates may resume under the conditions and guidance provided in the following attachments.

Attachment D – Non-Essential Public Facing Businesses Generally – modifies Mandate 011 (Updated 4/25)

Attachment E – Retail Businesses – modifies Mandate 011 (Updated 4/25)

Attachment F – Restaurants Dine-In Services – modifies Mandate 03.1 (Updated 4/25)

Attachment G – Personal Care Services – modifies Mandate 09 (Updated 4/25)

Attachment H – Non-Essential Non-Public-Facing Businesses – modifies Mandate 011 (Updated 4/25)

Attachment I – Childcare and Day Camps

Attachment J – Fishing Charters

Attachment K – Gyms and Fitness Centers (Updated 4/25)

Attachment L – Lodging and Overnight Camping (Updated 4/25)

Attachment M – Intrastate Travel and Outdoor Day Activity

Attachment N – Social, Religious and Other Gatherings (Updated 4/25)

ENFORCEMENT

A violation of a State of Alaska COVID-19 Mandate may subject a business or organization to an order to cease operations and/or a civil fine of up to $1,000 per violation. In addition to the potential civil fines noted, a person or organization that fails to follow State COVID-19 Mandates designed to protect the public health from this dangerous virus and its impact may, under certain circumstances, also be criminally prosecuted for Reckless Endangerment pursuant to Alaska Statute 11.41.250. Reckless endangerment is defined as follows:

(a) A person commits the crime of reckless endangerment if the person recklessly engages in conduct which creates a substantial risk of serious physical injury to another person.

(b) Reckless endangerment is a class A misdemeanor.

Pursuant to Alaska Statute 12.55.135, a defendant convicted of a class A misdemeanor may be sentenced to a definite term of imprisonment of not more than one year.

Additionally, under Alaska Statute 12.55.035, a person may be fined up to $25,000 for a class A misdemeanor, and a business organization may be sentenced to pay a fine not exceeding the greatest of $2,500,000 for a misdemeanor offense that results in death, or $500,000 for a class A misdemeanor offense that does not result in death.

*****This Mandate is in effect until rescinded or modified.*****

CITY OF CORDOVA, ALASKA
RESOLUTION 05-20-19

A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA PRE-APPROVING EMERGENCY ORDER 2020-06 REGARDING THE REPEAL AND REENACTMENT OF THE CITY OF CORDOVA EMERGENCY COVID-19 RULES

WHEREAS, The City Manager, in collaboration with the Mayor and the COVID-19 Incident Management Team, recognizes the need to revise the City COVID-19 Emergency Rules in light of the State of Alaska's adoption of its Reopen Alaska Responsibly Plan; and

WHEREAS, the City Manager has authority to implement emergency operation rules without Council approval but finds that it is in the City's best interest to seek Council input and approval before implementing the repeal and reenactment of the City's COVID-19 Rules, which removes many of the quarantine and social activity restrictions impacting City residents, businesses, and visitors; and

WHEREAS, the current state of COVID-19 in the City, which does not yet have a reported positive COVID-19 case, affords the City Manager and City Council time to examine the rules before adoption without risking public health and safety,

NOW, THEREFORE, BE IT RESOLVED that the City Council of Cordova, Alaska, hereby:

Section 1. approves Emergency Order 2020-06 as attached to this Resolution as Exhibit A, as amended by City Council at its May 6, 2020 meeting.

PASSED AND APPROVED THIS 6th DAY OF MAY 2020.

_____
Clay R. Koplin, Mayor

ATTEST:

_____
Susan Bourgeois, CMC, City Clerk

DRAFT

EMERGENCY ORDER 2020-06

AN EMERGENCY ORDER REPEALING AND REENACTING THE CITY OF CORDOVA RULES TO ALIGN WITH AND ADOPT THE STATE OF ALASKA FIVE PHASE REOPEN ALASKA RESPONSIBLY PLAN

WHEREAS, Governor Dunleavy recently released State of Alaska Health Mandate 016 entitled "Reopen Alaska Responsibly Plan-Phase 1-A" (State Plan); and

WHEREAS, The State Plan anticipates a 5-phase climb to recovery for Alaska where in order to climb from one phase to the next, the State's emergency management team employs a color-coded status – red, yellow or green - to indicate whether it's safe to move forward to a less restrictive phase or if a "roll-back" to greater social and economic restrictions is needed; and

WHEREAS, the State Plan establishes four basic metrics that will be tracked by Alaska Department of Health and Social Services (DHSS) in determining when to move forward or "roll back," which include epidemiology, testing, public health capacity, and healthcare capacity; and

WHEREAS, the City Incident Management Team has examined the State Plan, including each of the State-adopted metrics and its color-coded alert system; and

WHEREAS, the City Incident Management Team, including its medical team, have determined that adoption of the State Plan protects public health and safety from the COVID-19 pandemic; and

WHEREAS, the City Incident Management Team also acknowledges that the State Plan preserves the City's ability to "roll-back" to more restrictive social distancing or business operations on a local level in the event Cordova's COVID-19 situation worsens while the State COVID-19 metrics remain unchanged; and

WHEREAS, the State Plan also permits the City to retain some of its locally tailored protections while permitting the City to rely upon the State system for any substantial regulation regarding the activities and operations of both individuals and businesses in Cordova; and

WHEREAS, the State Plan and the City's implementation of that plan warrants a fresh start to the COVID-19 Emergency Rules,

Section 1. Repeal and Reenactment. City Manager Helen Howarth, in collaboration with Mayor Clay Koplin and Cordova's Emergency Operations Center, hereby repeals and reenacts the City's Emergency COVID-19 Rules as follows:

Rule 1. Electronic City Council Meetings. Any regular or special meetings of the City Council may be conducted via electronic means, including audio or video conference and the Mayor may chair these meetings via electronic presence, unless the Mayor determines that a meeting must be conducted at City Hall and that doing so does

not pose a risk to the public health, safety, and welfare. The City Clerk shall post telephone number(s) to call into telephonic or video conference meetings on the City of Cordova website and on the written agenda for all regularly scheduled and special meetings. Council shall ensure that reasonable accommodations are made to afford the public a right to be heard telephonically. Telephonic participation by the public is not ideal but is reasonable when weighed against the substantial risk to public health, welfare, and safety posed by group gatherings during the COVID-19 outbreak. In the event the Mayor determines an in-person meeting is necessary and does not pose a risk to public health, welfare, and safety, no more than five (5) members of the public shall enter the same space to make comments at one time. The public may also submit written public comments for all telephonic or video conference Council meetings. The public written comments shall be read into the record during the public comment period at all Council meetings held electronically, except Council work sessions. If written public comments exceed three (3) minutes, the first three (3) minutes of the written comment shall be read during the meeting. Written comments must include the name of the contributor in order to be read publicly during telephonic or video conference meetings. Current time limits placed on public comments and testimony shall apply to telephonic and written public comments submitted under this rule. The City must continue to comply with meeting attendance and scheduling requirements under the Cordova Municipal Charter Section 2.7.

Rule 2. Council Meeting Notice and Packet Materials. The City Clerk shall provide the public and media notice that is reasonable under the circumstances for all emergency special meetings held by Council. All special meetings and agenda items shall be posted on the City website no less than six (6) hours before a special meeting. Failure to post the meeting materials shall not invalidate the actions taken by Council during an emergency meeting if Council states the reason for the failure to post adequate notice or provide materials and clearly finds that the notice and material access provided during the meeting was sufficient and reasonable in light of the emergency circumstances underlying the meeting.

Rule 3. Meetings of Boards and Commissions. The City Manager may cancel meetings of any board or commission if she finds that cancellation is necessary to protect public health, safety, and welfare. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. All board and commission meetings may be held electronically in the same manner proscribed for Council meetings in Rule 1.

Rule 4. Suspension of All Non-Essential Meetings and Agenda Items. All non-essential government meetings maybe postponed until the declared state of emergency regarding COVID-19 is repealed or expires. Non-essential action items may also be postponed until the declared state of emergency regarding COVID-19 is repealed or expires. unless doing so would pose substantial financial harm on the City or another party. Any person objecting to the postponement of an action item may notify the City Manager in writing regarding his or her objection. The City Manager shall review any written objections received and shall determine if the objection warrants consideration of an action item by Council or the appropriate commission or board before the expiration

or repeal of the declaration of emergency. The City Manager shall notify the Mayor of all written objections received and her determination. Upon receipt of a written objection, City Council may override the City Manager's decision to postpone an action item.

Rule 5. Licensed or Permitted Activities. The City Manager may suspend licenses or permits for special events or any other licenses or permits issued by the City which in the judgment of the City Manager could impact the public health or well-being of residents or visitors to the community and suspension of such licenses or permits is not prohibited by State of Alaska law or mandate.

Rule 6. Personnel Policies. The City Manager may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency while protecting City employees and the community from COVID-19.

Rule 7. Bargaining Units. The City Manager is hereby authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.

Rule 8. City Facilities. The City Manager may close City facilities or limit hours of operation as is reasonably required to protect the health of the public and employees of the City.

Rule 9. Local Business Protective Measures and Policies. All businesses open to more than five (5) customers at one time at a physical site within the City shall post a "COVID-19 Protective Measures and Policies" on-site detailing the measures taken by that business to protect employees and customers from COVID-19 exposure. Businesses subject to this requirement shall file a copy of their COVID-19 Protective Measures and Policies with the City's Incident Management team at forms@cityofcordova.net no more than five (5) working days after the effective date of these rules or within five days of resuming operations. COVID-19 Protective Measures and Policies must include:

1. Notice of any limits on the number of individuals permitted on-site at a given time;

2. Identification of healthcare and sanitization measures taken to minimize the exposure of customers and employees to COVID-19; and

3. Description of a means for individuals in quarantine to obtain essential personal goods from the local business and a telephone number or website where these individuals can place an order for such goods. Businesses may prohibit entry of quarantined individuals from their premises and offer delivery or establish a pick-up location for orders of essential personal goods sold by the business, but may not ban individuals from obtaining such goods because the individual is subject to quarantine; and

4. A telephone number or email address of the individual owner, manager or his or her designee so that persons may report violations of the business's protective measures and policies.

Businesses may post a State of Alaska COVID-19 mitigation plan in place of the COVID-19 Protective Measures and Policies so long as the mitigation plan contains the information required in this rule. An example "COVID-19 Protective Measures and Policies" is available on the City website.

Rule 10. Medical Quarantine. Individuals under a healthcare quarantine order or an individual testing positive for COVID-19 must comply with all medical quarantine orders or requirements imposed by the State of Alaska. Individuals subject to a State of Alaska medical quarantine order must notify a healthcare provider that the individual is under medical quarantine or has tested positive for COVID-19 before making any physical contact with that healthcare provider or entering the provider's premises. Each day constitutes a separate violation under this rule punishable by a fine of up to $500.

Rule 11. Mutual Aid Agreements. Individuals and businesses engaged in commercial operations, sales or services physically located within the City must enter into a Mutual Aid Agreement with the City. This rule applies to vessel owners engaged in commercial fishing operations, sport fishing charters, and sightseeing excursions. It also applies to retail stores, grocery stores, liquor stores, lodging facilities, hair salons, personal care service providers, restaurants, air charter operations, and all other commercial operations, sales or services within the City. This agreement identifies the measures taken by the City to protect the community and the protections provided by the operator to prevent the spread of COVID-19 amidst the operator's employees and customers and within the Cordova community at large. The Mutual Aid Agreement is available on the City website and should be completed and submitted to the City within five (5) days of the effective date of this rule. Individuals or entities subject to this rule operating an independent commercial vessel should complete the 'Vessel Mutual Aid Agreement." Individuals or businesses subject to this rule but operating within the City after the effective date of this rule should submit a mutual aid agreement within 72 hours of initiating operations within the City or its waters. Individuals and businesses subject to this rule but covered by a State of Alaska approved Critical Workforce Protocol may file their protocol in place of a Mutual Aid Agreement along with the "City of Cordova Local Acknowledgement Form," which is a written statement agreeing to comply with the terms and requirements of that protocol while in the City or its waters. The City of Cordova Local Acknowledgement Form and the Model Business and Vessel Mutual Aid Agreements are available on the City website. The City Manager may accept a proposed mutual aid agreement or state protocols submitted in place of a mutual aid agreement or may request additional protocols or procedures be implemented before executing such an agreement. No mutual aid agreement shall require either party to violate state or federal law or the Cordova Municipal Charter.

Rule 12. Payment Deferrals. The City Manager, upon the recommendation of the Finance Director, is hereby authorized to extend deadlines for payment related to any amounts due and owing to the City.

Rule 13. Commercial Operations COVID-19 Document Submission. All businesses or individuals engaged in the sale of goods or services in this City or conducting commercial operations within the City shall file with the City:

1. Any protocol, acknowledgement form or plan regarding COVID-19 submitted to the State of Alaska, the United States Coast Guard or any other agency, branch or department of the federal government;

2. Any memorandum of understanding or agreement regarding COVID-19 executed by and between the business or individual and the State of Alaska or the federal government; and

3. Any enforcement orders or notices of violation involving COVID-19 filed against the individual or business by a government or military entity, including the Department of Health and Human Services and the United States Coast Guard.

Submissions required under this rule must be received by the City no more than five (5) working days after the effective date of these rules or within 72 hours after the business or individual reasonably foresees that he, she or it will operate or engage in the sale of goods or services within the City while these rules are in effect. Submissions under this rule should be emailed to the City's Incident Management team at forms@cityofcordova.net. A business or individual may be exempt from submitting a document under this rule if the government entity issuing or executing the document provides the City with a written statement identifying the document as confidential and confirming that the City cannot require production of the document.

Rule 14. Native Village of Eyak Representation and Assistance. The Mayor shall appoint at least one representative from the Native Village of Eyak to the Emergency Management Organization. The City Council and the Native Village of Eyak Tribal Council shall hold joint meeting(s) to discuss COVID-19 impacts on all residents and visitors to Cordova, including but not limited to NVE tribal members. The City Manager shall have authority to enter into agreements with the Native Village of Eyak to ensure the sharing of resources, knowledge, and information. These agreements shall become effective upon execution by both parties.

Rules 15. Facial Coverings. All individuals in Cordova must wear a mask, bandanna or other type of cloth protective covering over their nose and mouth when entering a building open to the public, in the harbor on docks and ramps, when pumping gas or using gas station amenities, and in any other settings where social distancing of at least six feet is not possible. Individuals under the age of four, individuals with trouble breathing, and individuals with a medical condition that prevents them from wearing a facial covering are exempt from this rule. All individuals alone in a space requiring facial coverings under this rule are not required to wear a covering unless and until another person outside that person's household arrives at their location.

Rules 16. Public Health Mandate Compliance. All individuals and entities shall comply with all COVID-19 State of Alaska public health mandates.

Rules 17-19. Reserved for the adoption of future rules.

Rule 20. Penalties. Any violation of these rules shall constitution a violation of a Cordova emergency mandate and may be punishable by a fine of up to $500. Each day of a violation of these rules constitutes a separate and distinct violation subject to a fine of up to $500. The City also reserves the right to enforce the State of Alaska Health Mandates to the fullest extent permit by law.

Section 2. All the Emergency COVID-19 Rules shall remain in effect until repealed by City Council or the City Manager. In the event the declared state of emergency is repealed, the rules will automatically terminate on the effective date of that repeal.

Section 3. This Emergency Order 2020-06 and the rules and procedures adopted within it shall be effective at 9:00am on May 7, 2020. This Order shall be posted on the City website and the City Clerk shall provide City Council members notice of this Emergency Order 2020-06 and the revisions to the COVID-19 Emergency Rules within five (5) days of their adoption.

_____ _____

Date Helen Howarth

City Manager

Comparison between Emergency Order 2020-05 and Emergency Order 2020-06

A COMPARISON OF THE CITY OF CORDOVA EMERGENCY COVID-19 RULES AS REPEALED AND REENACTED BY EMERGENCY ORDER 2020-06

Rule 1. Electronic City Council Meetings. Any regular or special meetings of the City Council may be conducted via electronic means, including audio or video conference and the Mayor may chair these meetings via electronic presence, unless the Mayor determines that a meeting must be conducted at City Hall and that doing so does not pose a risk to the public health, safety, and welfare. The City Clerk shall post telephone number(s) to call into telephonic or video conference meetings on the City of Cordova website and on the written agenda for all regularly scheduled and special meetings. Council shall ensure that reasonable accommodations are made to afford the public a right to be heard telephonically. Telephonic participation by the public is not ideal but is reasonable when weighed against the substantial risk to public health, welfare, and safety posed by group gatherings during the COVID-19 outbreak. In the event the Mayor determines an in-person meeting is necessary and does not pose a risk to public health, welfare, and safety, no more than five (5) members of the public shall enter the same space to make comments at one time. The public may also submit written public comments for all telephonic or video conference Council meetings. The public written comments shall be read into the record during the public comment period at all Council meetings held electronically, except Council work sessions. If written public comments exceed three (3) minutes, the first three (3) minutes of the written comment shall be read during the meeting. Written comments must include the name of the contributor in order to be read publicly during telephonic or video conference meetings. Current time limits placed on public comments and testimony shall apply to telephonic and written public comments submitted under this rule. The City must continue to comply with meeting attendance and scheduling requirements under the Cordova Municipal Charter Section 2.7.

Rule 2. Council Meeting Notice and Packet Materials. The City Clerk shall provide the public and media notice that is reasonable under the circumstances for all emergency special meetings held by Council. All special meetings and agenda items shall be posted on the City website no less than six (6) hours before a special meeting. Failure to post the meeting materials shall not invalidate the actions taken by Council during an emergency meeting if Council states the reason for the failure to post adequate notice or provide materials and clearly finds that the notice and material access provided during the meeting was sufficient and reasonable in light of the emergency circumstances underlying the meeting.

Rule 3. Meetings of Boards and Commissions. The City Manager may cancel meetings of any board or commission if she finds that cancellation is necessary to protect public health, safety, and welfare. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. All board and commission meetings may be held electronically in the same manner proscribed for Council meetings in Rule 1.

Rule 4. Suspension of All Non-Essential Meetings and Agenda Items. All non-essential government meetings ~~shall~~ may be postponed until ~~-~~the declared state of

emergency regarding COVID-19 is repealed or expires.no earlier than May 13, 2020. Non-essential action items shall may also be postponed until the declared state of emergency regarding COVID-19 is repealed or expires.no earlier than May13, 2020, unless doing so would pose substantial financial harm on the City or another party. Any person objecting to the postponement of an action item may notify the City Manager in writing regarding his or her objection. The City Manager shall review any written objections received and shall determine if the objection warrants consideration of an action item by Council or the appropriate commission or board before May 13, 202the exoiration or repeal of the declaration of emergency.0. The City Manager shall notify the Mayor of all written objections received and her determination. Upon receipt of a written objection, City Councilthe Mayor may override the City Manager's decision to postpone an action item.

Rule 5. Licensed or Permitted Activities. The City Manager may suspend licenses or permits for special events or any other licenses or permits issued by the City which in the judgment of the City Manager could impact the public health or well-being of residents or visitors to the community and suspension of such licenses or permits is not prohibited by State of Alaska law or mandate.

Rule 6. Facial Coverings. All individuals in Cordova must wear a mask, bandanna or other type of cloth protective covering over their nose and mouth when entering a building open to the public, in the harbor on docks and ramps, when pumping gas or using gas station amenities, and in any other settings where social distancing of at least six feet is not possible. Individuals under the age of four, individuals with trouble breathing, and individuals with a medical condition that prevents them from wearing a facial covering are exempt from this rule. All individuals alone in a space requiring facial coverings under this rule are not required to wear a covering unless and until another person outside that person's household arrives at their location.

Rule 67. Personnel Policies. The City Manager may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency while protecting City employees and the community from COVID-19.

Rule 78. Bargaining Units. The City Manager is hereby authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.

Rule 89. City Facilities. The City Manager may close City facilities or limit hours of operation as is reasonably required to protect the health of the public and employees of the City.

Rule 10. Private Facilities. All private facilities in Cordova are required to continue to comply with State of Alaska Public Health Mandate 11 as it was issued March 27, 2020 ("Original State Health Mandate 11") and is posted on the City of Cordova website. Private facilities shall comply with all other State of Alaska Public Health

~~Mandates that are not in direct conflict with Original State Health Mandate 11. This rule shall be automatically repealed at 11:59pm May 20, 2020 unless approved by Council via emergency ordinance. All private facilities shall comply with operating limitations and closure requirements ordered by State of Alaska Health Mandates. The City Manager may require businesses and commercial enterprises operating within the City to close or limit operations if she determines such limitations or closures are necessary to protect public health, welfare, and safety. The City Manager shall provide businesses with notification of any emergency closures at least 48 hours before closures or limitations become effective. The Mayor shall approve all closures or limitations that exceed State of Alaska health mandate requirements before such closures or limitations become effective. Notice under this rule shall be effective if provided on the City website and through radio broadcast aired during normal business hours.~~

Rule 9~~11~~. Local Business Protective Measures and Policies. All businesses open to more than five (5) customers at one time at a physical site within the City shall post a "COVID-19 Protective Measures and Policies" on-site detailing the measures taken by that business to protect employees and customers from COVID-19 exposure. Businesses subject to this requirement shall file a copy of their COVID-19 Protective Measures and Policies with the City's Incident Management team at cordovaprepared@yahoo.com no more than five (5) working days after the effective date of these rules or within five days of resuming operations. COVID-19 Protective Measures and Policies must include:

~~1. A statement confirming that the business qualifies as an essential service or critical infrastructure business in "The Alaska Essential Service and Critical Infrastructure Order," and any amendments to that document adopted by the State of Alaska.~~

~~2.~~1. Notice of any limits on the number of individuals permitted on-site at a given time;~~Provisions for restricting the number of individuals present on-site at any given time~~;

~~3.~~2. Identification of healthcare and sanitization measures taken to minimize the exposure of customers and employees to COVID-19; and

~~4.~~3. Description of a means for individuals in quarantine to obtain essential personal goods from the local business and a telephone number or website where these individuals can place an order for such goods. Businesses may prohibit entry of quarantined individuals from their premises and offer delivery or establish a pick-up location for orders of essential personal goods sold by the business, but may not ban individuals from obtaining such goods because the individual is subject to quarantine; and

~~5.~~4. A telephone number or email address of the individual owner, manager or his or her designee so that persons may report violations of the business's protective measures and policies.

Businesses may post a State of Alaska COVID-19 mitigation plan in place of the COVID-19 Protective Measures and Policies so long as the mitigation plan contains the

information required in this rule. An example "COVID-19 Protective Measures and Policies" is available on the City website.

~~**Rule 12. Individual Distancing Protocols-Level 1.** Individuals who have been physically present within the City or the areas immediately adjacent to the City for 14 consecutive days before or during the effective dates of these rules, and do not display symptoms of COVID-19, shall:~~

~~A. Only Participate in activities permitted under State of Alaska Health Mandates.~~

~~B. Follow all social distancing protocols required by State of Alaska Health Mandates.~~

~~**Rule 13. Individual Distancing Protocols-Level 2.** Individuals who have been physically present within the City boundaries for less than 14 consecutive days immediately before or during the effective dates of these rules and do not display symptoms of COVID-19 shall comply with all applicable provisions of all State of Alaska Health Mandates whether or not travel initiated inside or outside of Alaska. Individuals subject to this rule: must remain in his or her place of residence or lodging for 14 days beginning on the effective date of these rules and may only leave:~~

~~1. To travel to and from a critical workforce position identified in "Alaska's Essential Service and Critical Infrastructure Order." This State of Alaska Order is available on the City website.~~

~~2. To obtain services and supplies directly related to the individual's essential service or critical workforce position;~~

~~3. To meet "critical personal needs" as that term is defined by State of Alaska health mandates; and~~

~~4. To seek essential health care.~~

~~Individuals traveling to Cordova from another Alaska community for purpose of engaging in a fishing charter or another permitted non-essential purpose under State of Alaska public health mandates must follow the rules and limitations imposed upon such activity by the State of Alaska.~~

~~Individuals subject to this rule must notify a health care provider that he or she is subject to this rule before procuring health care from that provider.~~

Rule~~-~~ 10~~14~~. Medical Quarantine. Individuals under a healthcare quarantine order or an individual testing positive for COVID-19 must comply with all medical quarantine orders or requirements imposed by the State of Alaska. Individuals subject to a State of Alaska medical quarantine order must notify a healthcare provider that the individual is under medical quarantine or has tested positive for COVID-19 before making any physical

contact with that healthcare provider or entering the provider's premises. Each day constitutes a separate violation under this rule punishable by a fine of up to $500.

~~An individual subject to this rule may NOT leave his or her residence to attend work, obtain supplies, engage in physical exercise or any activity except to obtain essential healthcare in compliance with this rule.~~

~~An individual subject to quarantine under this rule shall have a right to appeal any enforcement of a quarantine order under this rule by the City by filing a notice of appeal with the City Clerk at cityclerk@cityofcordova.net. A telephonic administrative hearing shall be held within one business day of the filing of the written notice of appeal. Individuals filing a notice of appeal must enter quarantine as ordered immediately regardless of a pending appeal. The sole purpose of the appeal hearing is to determine if the individual is in the state of the disease where quarantine is necessary.~~

~~During the telephonic administrative hearing, the hearing officer will consider the quarantine order on its face, testimony by the quarantined individual or his or her representative, and testimony by the issuer of the quarantine order. The hearing officer may only uphold the issuance of the order if he or she determines that: 1) The length of the quarantine does not exceed the period of incubation and communicability for COVID-19 as determined by the Director of the CDC and that 2) the individual is in fact the individual that tested positive for COVID-19 or was issued a medical quarantine order due to COVID-19 symptoms. There is a rebuttable presumption that the individual is not subject to quarantine under this rule if the individual produces evidence of a negative COVID-19 test administered after the date of the ordered quarantine. The hearing officer shall issue a written decision with findings 48 hours after the hearing.~~

Rule ~~15.~~11 Mutual Aid Agreements. Individuals and businesses engaged in commercial operations, sales or services physically located within the City must enter into a Mutual Aid Agreement with the City. This rule applies to vessel owners engaged in commercial fishing operations, sport fishing charters, and sightseeing excursions. It also applies to retail stores, grocery stores, liquor stores, lodging facilities, hair salons, personal care service providers, restaurants, air charter operations, and all other commercial operations, sales or services within the City. This agreement identifies the measures taken by the City to protect the community and the protections provided by the operator to prevent the spread of COVID-19 amidst the operator's employees and customers and within the Cordova community at large. The Mutual Aid Agreement is available on the City website and should be completed and submitted to the City within five (5) days of the effective date of this rule. Individuals or entities subject to this rule operating an independent commercial vessel should complete the 'Vessel Mutual Aid Agreement." Individuals or businesses subject to this rule but operating within the City after the effective date of this rule should submit a mutual aid agreement within 72 hours of initiating operations within the City or its waters. Individuals and businesses subject to this rule but covered by a State of Alaska approved Critical Workforce Protocol may file their protocol in place of a Mutual Aid Agreement along with the "City of Cordova Local Acknowledgement Form," which is a written statement agreeing to comply with the terms

and requirements of that protocol while in the City or its waters. The City of Cordova Local Acknowledgement Form and the Model Business and Vessel Mutual Aid Agreements are available on the City website. The City Manager may accept a proposed mutual aid agreement or state protocols submitted in place of a mutual aid agreement or may request additional protocols or procedures be implemented before executing such an agreement. No mutual aid agreement shall require either party to violate state or federal law or the Cordova Municipal Charter.

Rule ~~17~~12. Payment Deferrals. The City Manager, upon the recommendation of the Finance Director, is hereby authorized to extend deadlines for payment related to any amounts due and owing to the City.

Rule ~~18~~13. Commercial Operations COVID-19 Document Submission. All businesses or individuals engaged in the sale of goods or services in this City or conducting commercial operations within the City shall file with the City:

1. Any protocol, acknowledgement form or plan regarding COVID-19 submitted to the State of Alaska, the United States Coast Guard or any other agency, branch or department of the federal government;

2. Any memorandum of understanding or agreement regarding COVID-19 executed by and between the business or individual and the State of Alaska or the federal government; and

3. Any enforcement orders or notices of violation involving COVID-19 filed against the individual or business by a government or military entity, including the Department of Health and Human Services and the United States Coast Guard.

Submissions required under this rule must be received by the City no more than five (5) working days after the effective date of these rules or within 72 hours after the business or individual reasonably foresees that he, she or it will operate or engage in the sale of goods or services within the City while these rules are in effect. Submissions under this rule should be emailed to the City's Incident Management team at cordovaprepared@yahoo.com. A business or individual may be exempt from submitting a document under this rule if the government entity issuing or executing the document provides the City with a written statement identifying the document as confidential and confirming that the City cannot require production of the document.

Rule ~~19~~14. Native Village of Eyak Representation and Assistance. The Mayor shall appoint at least one representative from the Native Village of Eyak to the Emergency Management Organization. The City Council and the Native Village of Eyak Tribal Council shall hold joint meeting(s) to discuss COVID-19 impacts on all residents and visitors to Cordova, including but not limited to NVE tribal members. The City Manager shall have authority to enter into agreements with the Native Village of Eyak to ensure the sharing of resources, knowledge, and information. These agreements shall become effective upon execution by both parties.

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Rules 16. Public Health Mandate Compliance. All individuals and entities shall comply with all COVID-19 State of Alaska public health mandates.

Rules 17-19. Reserved.

Rule 20. Penalties. Any violation of these rules shall constitution a violation of a Cordova emergency mandate and may be punishable by a fine of up to $500. Each day of a violation of these rules constitutes a separate and distinct violation subject to a fine of up to $500. The City also reserves the right to enforce the State of Alaska Health Mandates to the fullest extent permit by law.

Section 2. All the Emergency COVID-19 Rules shall remain in effect until repealed by City Council or the City Manager. ~~shall expire at 12:00am on June 1, 2020.~~ In the event the declared state of emergency is repealed~~ by City Council before June 1, 2020~~, the rules will automatically terminate on the effective date of that repeal.

AGENDA ITEM 6
City Council Meeting Date: 5/6/2020
CITY COUNCIL COMMUNICATION FORM

FROM: **Susan Bourgeois, City Clerk**

DATE: **5/3/2020**

ITEM: **Joyce, Cordova Powersports letter/request**

NEXT STEP: **Majority voice vote, may be discussed in executive session**

_____	ORDINANCE	_____	RESOLUTION
__x__	MOTION	_____	INFORMATION

I. REQUEST OR ISSUE: Sheridan Joyce letter, requesting a change to Council approved Resolution 02-20-09, action taken February 19, 2020.

II. RECOMMENDED ACTION / NEXT STEP: Council can discuss this in executive session as it would be considered directing the City Manager in negotiations.

III. FISCAL IMPACTS: price/consideration Council is willing to accept for City land, cost to date of staff and attorney time

IV. BACKGROUND INFORMATION: attached minutes excerpted from Council meetings: Nov 20, 2019, Jan 15, 2020 and Feb 19, 2020 also attached Resolution 02-20-09 approved Feb 19, 2020 including attached draft lease

V. LEGAL ISSUES: Roberts Rules specifically denotes the time limits of a motion to "reconsider" – the motion to reconsider can only be made on the same day the vote to be reconsidered was taken. Mr. Joyce is suggesting Council reconsider, but I believe he doesn't mean reconsider in the sense of a "motion to reconsider" as in Roberts Rules.
Roberts Rules allows 2 options: 1) A motion to "rescind" the resolution in its entirety is something Council could direct – this would in fact strike the entire resolution including the draft lease. 2) A motion to "amend something previously adopted" could also be what Council directs, then staff could continue the negotiation and bring something back that looks different from the approved resolution and lease.
These motions would not be viable options if: 1) a motion to reconsider is still an option (which it is not), or 2) if something has been done as a result of the vote that is impossible to undo (which is also not the case).

VI. <u>SUMMARY AND ALTERNATIVES:</u> Council should choose one of the two options: 1) direct staff to bring a motion to rescind Resolution 02-20-09 to a future meeting or 2) direct staff to continue negotiations (Council should give specific direction regarding negotiations in e.s.) and bring Resolution 02-20-09 to be amended accordingly (i.e. using 'amend something previously adopted').

May 3, 2020

City of Cordova
City Council

Dear Councilmembers,

I am writing to request reconsideration of Council action regarding purchase of City land for my business, Cordova Powersports. I understand this action is not typical but being new to dealings with government entities, I was not aware action by Council would require me starting the process all over again. I am acting in good faith and would like to continue looking for a way to make my project happen.

Since my first presentation and request, I have gathered more information that gives weight to my first proposal and provides justification for this reconsideration request to you. Eagle Contracting has quoted me land preparation costs of $207,000 for the 75x200ft lot due to the steep grade of the undeveloped parcel. Executing this work would bring the lot to the same condition of the surrounding leveled lots that have a FMV of $2.25-2.75 per square foot (hansen, tract A north) but **at a cost of $14 per square foot**.

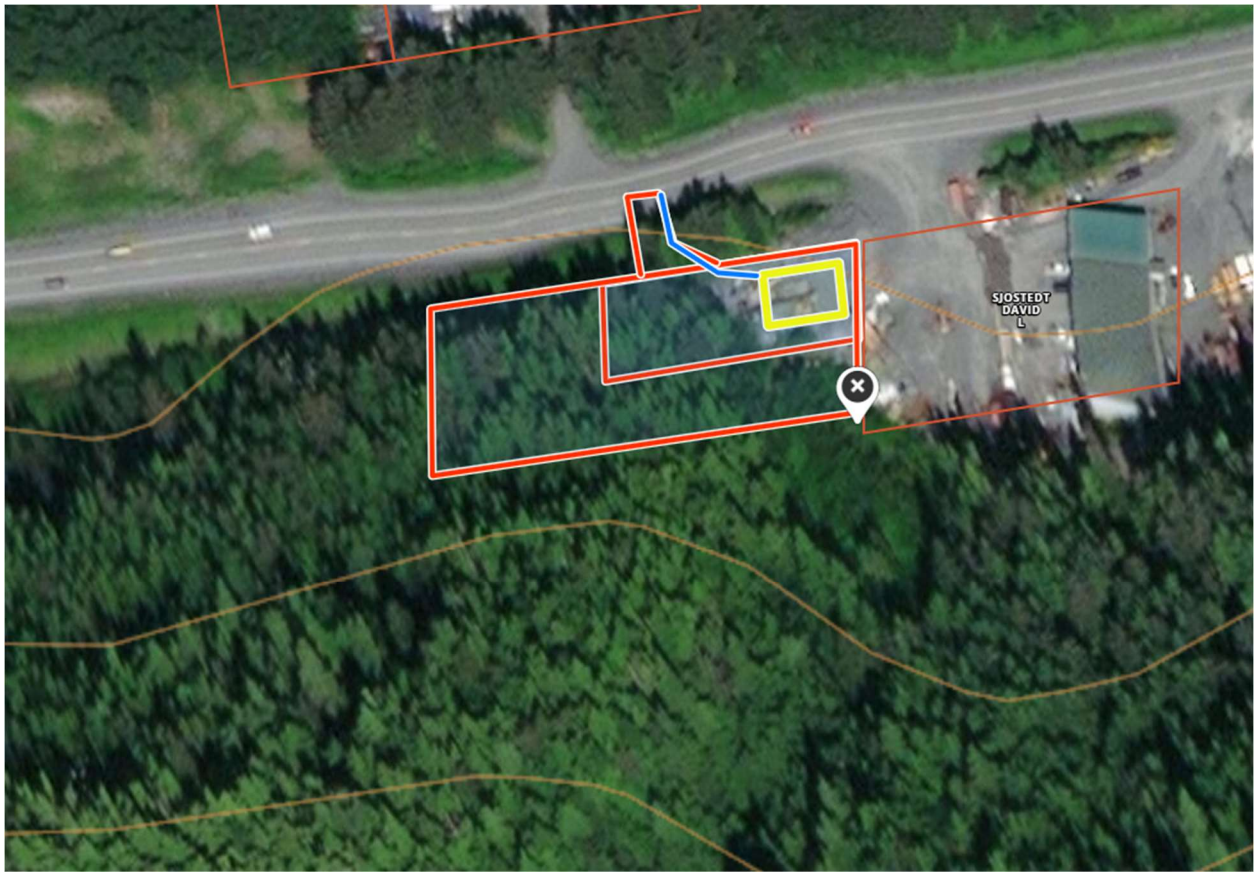
Comparable nearby lots composed mostly of wooded mountainous land (tract A-1 and southern Eagle contracting lot) have a **FMV of $0.50-0.52 per square foot using the city provided formula**. Other **private property** on similar steep terrain such as alpine properties which have set precedent with valuations at around $0.77 per square ft) Keeping in mind that these lots have additions not present on the lot in question such as ready to go building pads, utilities stubbed in, driveways, and lake views.

Given this information I would respectfully ask Council reconsider my proposal with either of the two options below.

#1. Keep the lot size the same 75x200ft but reduce the base price to $12,000 reducing the actual cost to cordova powersports to ~$22,000. The city receives $0.80 per square foot, cordova powersports pays $1.47 per square foot.

#2 Keep the price the same, the city receives $30,000 and Cordova Powersports effectively pays ~$40,000, but the property is increased in size to 125x325 feet (just under 1 acre) where 325 ft borders the highway. The city would receive 0.71 per square foot, cordova powersports would be paying $0.93 per square foot and would have substantial room for long term expansion. The graveyard could still double in length

before reaching the west property line. This option would be considered the preferred option



Thank you,

Sheridan Joyce

M/Bailer/Glasen for council concurrence of appointments to fill vacancies on City Boards and Commission for ***Andy Craig*** and ***Ken Jones***, to the Harbor Commission for terms through November 2022; and ***Sylvia Lange*** and ***Cathy Sherman***, to the Historic Preservation Commission.

Bailer said he appreciates ***Schaefer's*** words, but the difference is that the Harbor is looking toward a multi-million-dollar project and to have insight into that from someone who uses it a lot and has been around since the inception of the project is important. Also, the Harbormaster, ***Tony Schinella*** specifically asked him to put ***Ken*** back on harbor commission. ***Glasen*** said he agrees. ***Guard*** said ***Jones*** is a great asset on the Harbor Commission, but he thinks there could be a legal issue when a Council member is on Harbor Commission and Council; two bites as the apple so to speak. ***Guard*** said he'd prefer a Council member to be ex-officio. He asked the chair if he could ask ***Jones*** a question. ***Jones*** approached. ***Guard*** asked if he'd be willing to be an ex-officio member. ***Jones*** said if that is the way the Council opted to go, he would be ok with that; he said he preferred to be a voting member which is why he submitted an application for appointment to that effect. ***Allison*** said he will support. ***Schaefer*** echoed ***Guard's*** sentiments; ***Jones*** is involved in the harbor – encouraging other people to get involved – we shouldn't quash that. She supports the other's (Craig, Lange & Sherman) in this motion but would prefer ***Cloward*** for Harbor Commission.

Vote on the motion: 5 yeas, 1 nay (Schaefer), 1 conflict of interest (Jones). Motion was approved.

20. Council action to make a Portion of Copper River & Northwestern Co Terminal Ground B available on City Land Disposal Maps

M/Jones/Glasen to make a portion of Copper River & Northwestern Co Terminal Ground B available on City Land Disposal Maps.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

21. Council action on Disposal and Method of Disposal for a Portion of Copper River & Northwestern Company Terminal Ground B

M/Jones/Guard to dispose of a portion of Copper River & Northwestern Company, Terminal Ground B as outlined in Cordova Municipal Code 5.22.060 B by 1. negotiating an agreement with the Sheridan Joyce to lease or purchase the property.

Jones said he heard comments from the public tonight in support of this. He is pro-business and loves to see Cordova kids coming back to town to start businesses. He supports this. ***Glasen*** supports this. ***Bailer*** said he supports this, but he is concerned about the costs and wants to ensure that the applicant is aware of all of the detailed costs to this project. He asked the Planner to answer a few questions. ***Stavig*** said on a recent other direct negotiation, we ensured that part of the process was a detailed estimate f costs before we moved forward with the lease with purchase option. ***Bailer*** wants to ensure that similar guidelines are met before we pay for attorneys, surveys, etc. He hopes this will succeed, he wants the applicant to go in with eyes wide open. ***Stavig*** said that in listening to comments, that will give staff the guidelines to use during the negotiation. ***Bailer*** is trying to prevent all of the staff work, attorney work, survey – all has a cost. ***Allison*** opined that the manager and planner have heard the concerns, the proposer is in the audience – hopefully he is aware and has financing in place –it's all part of the plan. ***Meyer*** said she doesn't like the way we go from making it available straight to direct negotiation; she may bring this up again at pending agenda. ***Schaefer*** said she is in support of direct negotiation.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

22. Council action on Disposal and Method of Disposal for Old Sea Grant Building

M/Bailer/Jones to dispose of a portion of Copper River & Northwestern Company, Terminal Ground B as outlined in Cordova Municipal Code 5.22.060 B by 1. negotiating an agreement with the Prince William Sound Science Center to lease or purchase the property.

Jones said since they've taken it over, they have done quite a bit of work to it – he supports this – they have asked for a 3-year extension while they are building their new building – this is pretty much a storage building.

Vote on the motion: 7 yeas, 0 nays. Motion was approved.

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

Glasen said we should put impact taxes – per ***Helen's*** comments on the pending agenda. ***Meyer*** said she'd like a future agenda item concerning land disposal. ***Allison*** seconded that. ***Bailer*** asked if the City Manager could give an update on the water situation – he thinks staff has been working on a new water source, he'd like an update on that. He also said – what will we do when the burn pile goes away. He'd like an RFP for investment firms. He is also interested in an RFP for Attorney – Homer has moved on from Birch Horton Bittner. ***Jones*** asked to add Mirad grant and Build grant to pending agenda. ***Allison*** seconded that. First Alaskans update – ***Meyer*** said she'd get in touch. ***Meyer*** said she'd like to get refuse on the pending agenda – how we are doing it – neighborhood dumpsters, etc. ***Jones*** said NVE has expressed some interest in an inland ferry authority – they cannot form an authority – but we could – maybe we could talk with them about how we

M. Unfinished Business

20. Direct manager to approve engagement letter with Dorsey & Whitney LLP exclusively for the sale of CCMC

M/Bailer S/Guard to authorize and direct City Manager Helen Howarth to engage with the legal firm of Dorsey & Whitney, LLP, to represent the City exclusively for the sale of CCMC.

Bailer said he supports it. ***Guard*** said this is a big enough deal we need expert legal representation for this. ***Meyer*** said we are in the early stages, but this is a smart move for the City to hopefully ensure this sale happens and the process is smooth in order to provide good health care for Cordova.

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

N. New & Miscellaneous Business

21. Council concurrence on Mayor's appointments to the Cordova Fisheries Advisory Committee

M/Allison S/Guard to concur with Mayor Koplin's appointments and adjustments to the CFAC as follows: 1) Tommy Sheridan changes from processing industry representative to aquaculture industry representative (PWSAC), 2) John Williams appointed as the fisheries education representative (MAP), 3) the processing industry representative will remain vacant until filled, 4) Jim Holley remains the marine transportation industry representative (AML/Lynden), 5) Chelsea Haisman remains as fisherman/fisherman's union representative (CDFU), 6) Jeremy Botz remains as ADF&G representative

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

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

There was discussion about an RFP for investment services – City Manager ***Howarth*** said she is happy to do so – therefore, no council action needed, nor was there a need to place this on Pending Agenda. ***Jones*** asked to update item 15 on PA to include other grant opportunities for the Harbor: Mirad, BUILD, Corps of Engineers and EVOS, there was support to do so. ***Bailer*** mentioned item 16 and the burn pile – as PWSSC moves ahead with the new building, we better start exploring what we do with the burn pile, could be a huge additional cost to take in all the debris that is burned there now.

O. Audience Participation - none

P. Council Comments

Allison good to see everyone in this new decade and he looks forward to the future.

Meyer thanked ***Dean*** for the financial report and thanked people for coming out and said Happy New Year.

Jones thanked everyone for coming out

Bailer thanked everyone for their hard work and he also hopes to get an answer about the chip-sealing; whether we will be doing any this summer pending arrival of the new sweeper.

Guard thanked staff for helping Council through all of this and thanks to everyone for coming out.

Glasen thanks to ***Dean*** and thanks to ***Clay*** on the Fisheries work.

Q. Executive Session

23. Recommendations from City Manager regarding Sheridan Joyce land disposal negotiations, a subject which is a matter the immediate knowledge of which would clearly have an adverse effect upon City finances

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

M/Allison S/Bailer to go into executive session for a recommendations from City Manager regarding Sheridan Joyce land disposal negotiations, a subject which is a matter the immediate knowledge of which would clearly have an adverse effect upon City finances and for recommendations from City Attorney regarding Beecher v. City of Cordova – in executive session because the subjects which may be considered are matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

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

Mayor Koplin recessed the meeting at 8:30 pm to clear the room before the executive session.

City Planner ***Leif Stavig*** was invited to attend executive session item 23.

Council entered executive session to discuss item 23 at 8:33 pm.

Council invited City Attorney ***Matt Widmer*** for item 24.

Council entered the executive session for item 24 at 9:15 pm.

Council came back into regular session at 9:51 pm.

Mayor Koplin stated that Council directed negotiators in both instances of executive sessions. Manager ***Howarth*** was

directed to negotiate in the City land sale and City Attorney ***Matt Widmer*** was directed to negotiate in the matter of Beecher v. City of Cordova.

R. Adjournment

M/Allison S/Jones to adjourn the meeting.

Hearing no objection ***Mayor Koplin*** adjourned the meeting at 9:51 pm.

Approved: February 5, 2020

Attest: _____

Susan Bourgeois, CMC, City Clerk

Bailer said he supports this. ***Schaefer*** said she also supports this; fostering partnerships in the community is a big part of our strategic plan and that is what this is all about – will be a boon to the City. ***Jones*** said no-brainer, anything we can do to get a grant that brings outside money into our community.
Vote on the motion: 7 yeas, 0 nays. Motion was approved.
18. Resolution 02-20-08 A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Construction Machinery Industrial for the purpose of purchasing an emergency backup portable generator for the City of Cordova
M/Schaefer S/Jones to approve Resolution 02-20-08 a resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Construction Machinery Industrial for the purpose of purchasing an emergency backup portable generator for the City of Cordova
Schaefer said she is supportive, having the same type of generator we already have seems smart in an emergency. ***Jones*** agreed.
Vote on the motion: 7 yeas, 0 nays. Motion was approved.
19. Resolution 02-20-09 A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a ten-year lease with Cordova Powersports, LLC, of an un-surveyed portion of property within Copper River & Northwestern Company, Terminal Ground B, which is approximately 75 feet by 200 feet, which includes an option to purchase
M/Schaefer S/Glasen to approve Resolution 02-20-09 a resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a ten-year lease with Cordova Powersports, LLC, of an un-surveyed portion of property within Copper River & Northwestern Company, Terminal Ground B, which is approximately 75 feet by 200 feet, which includes an option to purchase
Schaefer asked a question through the Manager to staff about the process of negotiations. ***Howarth*** asked ***Sam Greenwood*** to come to the table. ***Greenwood*** said this has been to ***Planning Commission*** then Council, now back for final approval at Council. As far as the price, couple of options: could hire an appraiser which would be paid by the buyer per City Code; more often we go with assessed value which we increase by the sales ratio percent of full value per the State Assessor. Commercial appraisers are difficult to come by, are expensive and take a long time to come here. ***Greenwood*** said, in the end, Council decides the final sale price. ***Glasen*** said he thinks the price is fair.
M/Bailer S/Glasen to amend item 6 in the memo on page 38 of the packet. Amendment is to change four years to three years.
Bailer said he thinks this is what we used for Rob Brown in his purchase and he would like to see consistency. Three years of interest free loan is adequate. ***Jones*** said he is not in favor of the amendment – he thinks this lot needs substantially more dirt work than Rob Brown's lot. ***Allison*** agrees on the point of consistency. He doesn't have a problem with four years but thinks we should have a discussion about land sales and decided whether or not we should be more consistent. ***Allison*** said he will not support the amendment.
Bailer withdrew the motion – there was concurrence of the second, ***Glasen***.
Allison asked if the buyer had the option to get the property appraised; the idea being if he isn't comfortable with the price he could pay for an appraisal and see what the appraiser comes up with. ***Bailer*** stated that he thinks all of the Council wants to support this business, wants to see this happen. He opined that this is a great deal the City is offering, and a tremendous amount of staff time has gone into this; and volunteer time, as far as Planning and Zoning meetings and Council meetings. If this was private sector, there would be considerably more fees, interest, etc. involved. ***Bailer*** said he supports this heck of a deal. ***Meyer*** said she echoes what ***Bailer*** said she agrees that lease payments going toward the purchase price is an incredible deal; staff has given good information; there has been substantial time and effort spent on this.
Council concurred to suspend the rules to allow ***Sheridan Joyce*** to the table to comment.
Joyce said he would have preferred to pay interest on a loan and buy this outright than go through this process. He said the City's insurance requirements will substantially raise his rates because he currently doesn't have commercial insurance.
Vote on the motion: 6 yeas, 0 nays, 1 absent (Guard). Motion was approved.
Council member ***Guard*** was lost via teleconference at 8:10 pm.

M. Unfinished Business – none

N. New & Miscellaneous Business
20. Pending Agenda, Calendar and Elected & Appointed Officials lists

CITY OF CORDOVA, ALASKA
RESOLUTION 02-20-09

A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEN (10) YEAR LEASE WITH CORDOVA POWERSPORTS LLC OF AN UNSURVEYED PORTION OF PROPERTY WITHIN COPPER RIVER & NORTHWESTERN COMPANY, TERMINAL GROUND B, WHICH IS APPROXIMATELY 75 FEET BY 200 FEET WHICH INCLUDES AN OPTION TO PURCHASE

WHEREAS, it is in the City of Cordova's best interest to lease an un-surveyed portion of property within Copper River & Northwestern Company, Terminal Ground B, which is approximately 75 feet x 200 feet ("Property") to Cordova Powersports LLC for the use specified in the lease agreement between the City of Cordova, Alaska ("City") and Cordova Powersports LLC attached to this resolution as Exhibit A ("Lease"); and

WHEREAS, it is also in the city's best interest to offer an option to purchase to Cordova Powersports LLC upon the terms provided in the lease.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova hereby authorizes and directs the City Manager to enter into a lease on the property with Cordova Powersports LLC 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 she 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 19th DAY OF FEBRUARY 2020.

Clay R. Koplin, Mayor

CITY OF CORDOVA CORPORATE SEAL JULY 8, 1909 ALASKA

ATTEST:

Tina Hammer, Deputy Clerk

CITY OF CORDOVA
Cordova, Alaska

LEASE WITH OPTION TO PURCHASE

This LEASE WITH OPTION TO PURCHASE ("Lease'') is made by and between the CITY OF CORDOVA, a municipal corporation organized and existing under the laws of the State of Alaska (the "City''), and CORDOVA POWERSPORTS LLC (''Lessee'').

RECITALS

WHEREAS, the City owns that certain parcel of land in Cordova, Alaska generally described as an unsurveyed portion of property within Copper River & Northwestern Company, Terminal Ground B, which is approximately 75 feet x 200 feet, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises");

WHEREAS, upon execution of the Lease, the City will order a survey of the Premises and Lessee will reimburse the City for costs of completing and producing the survey;

WHEREAS, Lessee desires to lease the Premises from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth in this Lease;

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

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City leases to Lessee, and Lessee leases from the City, the Premises, as described in the Recitals to this Lease and illustrated in Exhibit A, attached and incorporated into this Lease. Upon the completion of the survey required in the Recitals to this Lease, the description of the Premises shall be amended to include the description identified in the survey and any reference to the Premises shall refer to that property description. No more than thirty (30) days after Lessee's receipt of the completed survey from the City, the survey shall be attached as Exhibit C to this Lease and retroactively incorporated into the Lease. Failure by Lessee to reimburse the City for survey costs on or before sixty (60) days after the City provides Lessee with notice of these costs shall constitute a default under Section 13 of the Lease.

2. LEASE TERM

The Lease Term will be ten (10) years, commencing on XXXXXX, 2020, (the "Commencement Date") and terminating at 11:59 p.m. on XXXXXX, 2030, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

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3. RENT

A. Base Rent. The annual rent for the first four (4) years of the Lease Term will be Three Thousand Dollars ($3,000.00) or Two Hundred Fifty Dollars ($250.00) in twelve monthly installments ("Base Rent"). Base Rent is due and payable the 15th of every month. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 22.E of this Lease, or at any other place the City directs in writing. Base Rent shall be paid promptly when due without notice or demand therefore. 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, Lessee, except as expressly set forth in this Lease.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and will pay, before delinquency and without reimbursement, all costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including, without limitation, those costs, expenses, and obligations identified in Section 8 and all other sums, costs, expenses, taxes, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (collectively the "Additional Charges").

Without limiting in any way Lessee's payment obligations, the City will 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 they have become due and payable, and that remain unpaid after reasonable written notice to Lessee. The amount paid by the City, plus the City's expenses, shall be Additional Charges due from Lessee to the City, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by the City until repayment thereof by Lessee.

C. Late Fee. 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; the charge shall be considered liquidated damages and shall be due and payable as Additional Charges. 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. Increase of Base Rent. Beginning on the fourth anniversary of the Commencement Date, Base Rent shall be adjusted annually to increase payments as needed to reflect any increase in the Consumer Price Index for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics ("CPI-U"). Annual Base Rent adjustments will be equal to the percentage increase between the then-current CPI-U and the CPI-U published for the same month during the previous year, except the first Base Rent adjustment, which will occur on the fourth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from 2020 to the then-current year. No adjustments to Base Rent shall occur if the CPI-U stays the same or decreases. The City is not required to give advance written notice of the increase for the adjustment to be effective.

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4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining a mechanical shop, operating a small engine and powersports business on the lot, and developing and using the lot in furtherance of these uses and in accordance with the site development plan required in Section 5 of this Lease and attached as Exhibit B to this Lease ("Site Development Plan"). The Lessee shall give prior written notice to the City of any proposed changes to its use of the Premises. Changes to the use of the Premises are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent.

B. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time 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 work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect 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 negligent acts of the City or its authorized representatives or agents

C. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee 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. Lessee shall not cause or permit any Hazardous Material (as defined in Section 10.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 Lessee'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. Lessee 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. Lessee's Acceptance of Premises. Lessee 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 Lessee may make of the Premises. Lessee 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 or the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, are suitable or usable for any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary

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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.

5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

A. Development Plan. The Site Development Plan has been approved by City Council and is incorporated into this Lease as it appears in Exhibit B to this Lease. Lessee shall comply with the Site Development Plan. Any proposed material change to the Site Development Plan constitutes a proposed amendment to the Lease and shall require written consent by both parties before it becomes effective in accordance with Section 21.B of this Lease. The Lease does not exempt Lessee or the Premises from any approval process required in Cordova Municipal Code. Lessee remains solely responsible to ensure the project, Lessee's use of the Premises, and any proposed amendments to the Site Development Plan comply with local, state, and federal laws and applicable Cordova policies and procedures.

B. Substantial Completion. Lessee must substantially complete construction of the project set forth in the Site Development Plan by XXXXXX, 2024, which is four (4) years after the Lease's Commencement Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), including the building's or buildings' structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building(s) and install or cause the installation of all equipment required for the contemplated use of such building(s) and the City has inspected the building and issued a written certificate of substantial completion certifying the above obligations have been met. If the City determines that a Certificate of Substantial Completion is not warranted, it shall provide Lessee with the reasons for denying issuance of this Certificate within thirty (30) days of completing its inspection. The City's determination regarding the issuance of the Certificate of Completion shall be a final decision and is an exercise of the City's sole discretion. However, the City shall not unreasonably withhold certification under this subsection. If Lessee fails to substantially complete the construction of the project set forth in the Site Development Plan by XXXXXX, 2024, the default provisions under Section 13 shall apply.

6. REPRESENTATIONS AND WARRANTIES

Lessee represents and warrants to the City that Lessee is not delinquent in the payment of any obligation to the City, and that Lessee 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.

7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

Lessee 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 prior written consent bythe City, which consent may be withheld in the City's absolute discretion.

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8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES, & ASSESSMENTS

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (i) maintaining and repairing the Premises and shall not commit or allow any waste upon the Premises; (ii) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (iii) all utilities and services needed for Lessee's use of the Premises; (iv) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments when due, including, but not limited to, all utility bills and special assessments levied and unpaid as of the Commencement Date or hereafter levied for public improvements; (v) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (vi) all real property taxes, personal property taxes, and sales taxes related to the Premises or Lessee's use or occupancy thereof; and (vii) any taxes on the leasehold interest created under this Lease.

9. LIENS

Lessee 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 Cordova Municipal Code 5.40.125, or property tax liens under Cordova Municipal Code 5.36.260. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.

10. INDEMNIFICATION

A. General Indemnification. Lessee 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, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Lessee's occupation or use of the Premises or the occupation or use of the Premises by Lessee'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 attorneys' fees. In the event that a lien is recorded against the Premises, Lessee shall, at Lessee'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. The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee 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, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by

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Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City, its authorized representatives, agents, officers, and employees), 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. Lessee 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 Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

Lessee 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, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to: (i) the presence, disposal, release, or threatened release of any such Hazardous Material on or from the 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 Lessee or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City, its authorized representatives, agents, officers, and employees), 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 law or regulation.

11. INSURANCE

Lessee shall procure and maintain, at Lessee'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 covering the Premises and the conduct of Lessee's business and operations and general use of the Premises, naming the City

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as an additional insured, with minimum limits of liability of One Million Dollars ($1,000,000.00) per person and Two Million Dollars ($2,000,00.00) per accident or occurrence for bodily injury and death, and a minimum limit of liability of One Million Dollars ($1,000,000.00) for property damage for each occurrence;

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

C. Personal property insurance covering Lessee's trade fixtures, furnishings, equipment, and other items of personal property of Lessee 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, Lessee shall provide the City with proof of the insurance required by this Section.

12. OWNERSHIP AND REMOVAL OF THE IMPROVEMENTS

Unless Lessee exercises its Option to Purchase (defined in Section 20) (in which case all improvements made be Lessee shall continue to be owned by Lessee), the facilities on the Premises are and shall remain the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the selection of the City, title to and ownership of the facilities shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its selection under this section, and without cost or charge to the City. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

But upon expiration or earlier termination of this Lease, Lessee shall remove from the Premises, at Lessee's sole expense, all of the facilities or the portion thereof that the City designates must be removed. In such event, Lessee shall repair any damage to the Premises caused by the removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All facilities, personal property, buildings, improvements, equipment or any other object or thing which are not promptly removed by Lessee 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 Lessee's sole expense, and Lessee 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 Lease Term will remain

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Lessee's property and upon expiration or earlier termination of this Lease, Lessee must remove these items and all contaminated soil and other material from the Premises, at Lessee's sole expense.

13. DEFAULT AND REMEDIES

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

i. The failure to make payment when due of any Base Rent, Additional Charges, or of any other sum herein specified to be paid by the Lessee if such failure is not cured within ten (10) days after written notice has been given to Lessee;

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 tax if such failure is not cured within thirty (30) days after written notice has been given to Lessee;

iii. Lessee's failure to substantially complete the development plan, as required by Section 5 of this Lease;

iv. 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;

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

vi. The abandonment or vacation of the Premises continues for a period of three (3) months of any consecutive four (4) month period during the Lease Term; notwithstanding the foregoing, leaving the Premises vacant pending development of improvements shall not be deemed abandonment;

vii. Execution, levy, or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

viii. 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 if such breach or violation continues for a period of thirty (30) days or longer, if such breach is

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not cured within thirty (30) days after written notice of default has been given to Lessee by Lessor**;** or

ix. 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 is not cured within thirty (30) days after written notice has been given to Lessee, or if the default is of a nature that it cannot be cured within thirty (30) days, then a cure is commenced within thirty (30) days and diligently prosecuted until completion, weather and *force majeure* permitting. 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 elects so 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 Lessee's expense, all without service of notice or resort to legal process, which Lessee 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 Lessee's default. If Lessee 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 with process of law and without a breach of the peace 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;

iii. Declare this Lease terminated;

iv. Recover, whether this Lease is terminated or not, reasonable attorneys' fees and all other expenses incurred by the City by reason of the default or breach by Lessee, less any rents received in mitigation of Lessee's default (but City is not under any duty to relet Premises);

v. Recover an amount to be due immediately upon breach equal to the sum of all Base Rent, Additional Charges, and other payments for which Lessee is obligated under the Lease;

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vi. Recover the costs of performing any duty of Lessee in this Lease; and/or

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

14. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Premises or for any injury caused thereby to Lessee's, any sub-lessee's, or any other person's property. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of a washout, subsidence, avulsion, settling, or reliction.

15. VACATION BY LESSEE

Upon the expiration or sooner termination of this Lease, Lessee shall peaceably vacate the Premises and the Premises shall be returned to the City by Lessee together with any alterations, additions, or improvements, unless the City requests that they be removed from the Premises. Upon such vacation, Lessee 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 Lessee's sole expense, and Lessee hereby agrees to pay the City for these expenses.

16. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensating Lessee 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 Lessee shall be compensated for the taking or destruction of any improvements on the Premises, and provided further that the City's designation will not unreasonably interfere with Lessee's improvements or use of the Premises. Lessee shall be responsible for requesting a rental adjustment, upon Lessee's request, to reflect any resulting reduction in the fair market value of the Premises.

17. HOLDING OVER

If Lessee, with the City's written consent, remains in possession of the Premises after the expiration or termination of the Lease for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same Base Rent applicable immediately prior to such expiration or termination, subject to adjustment in accordance with Cordova Municipal Code 5.22.090.C, or such successor provision of the Cordova Municipal Code then in effect, and shall be terminable on thirty (30) days' written notice given at any time

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by either party. All other provisions of this Lease, except those pertaining to term, rent, and purchase option, shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee 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; and

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

Lessee shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the negotiation, drafting, preparation, operation, and enforcement of this Lease, including, without limitation, attorneys' fees, surveying fees, and other costs incurred by the City. All outstanding fees and costs shall be paid in full no later than the time of the City's execution of this Lease.

20. BUYER'S OPTION TO PURCHASE

A. Option. The City hereby grants to Lessee an option to purchase the Premises upon the terms and conditions stated in this Lease. This option is referred to as the Option or Option to Purchase throughout this Lease.

B. Option Period. The Option will commence upon the Commencement Date of this Lease and terminate the date the Lease terminates (the "Option Period"). If Lessee fails to exercise the Option during the Option Period, neither party shall have any further rights or claims against the other party by reason of the Option.

C. Exercise of Option. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 21.E, at least sixty (60) days prior to the date Lessee intends to exercise the Option.

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D. Conditions to Exercise Option. Lessee can only exercise the Option if all of the following conditions are satisfied: (i) no default exists or is continuing under this Lease and (ii) the building as described in the Site Development Plan is substantially completed as defined in Section 5.B of this Lease.

E. Purchase Price. Lessee shall have the right to purchase the Premises for $30,000.00 ("Purchase Price") until the fourth anniversary of the Commencement Date. If Lessee exercises the Option after the fourth anniversary of the Commencement Date, the Purchase Price will be adjusted to the current fair market value, as reasonably determined by the City, excluding all improvements completed by Lessee under this Lease. In the event that Lessee exercises the Option on or before XXXXXX, 2024, payment due at Closing to the City ("Closing Payment") will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the City under this Lease. In the event that Lessee exercises the Option after XXXXXX, 2024, the Closing Payment will equal the Purchase Price reduced by all Base Rent payments paid on or before XXXXXX, 2024 by Lessee to the City under this Lease. In no case will the Closing Payment be reduced by any Base Rent payments paid after XXXXXX, 2024.

F. Closing Date. The Closing must occur on a date (the "Closing Date") mutually agreed upon by the parties, but must be within sixty (60) days after the exercise of the Option unless that date is extended by mutual written consent by the parties due to unforeseen delays in the closing process.

G. Closing. At Closing, the City shall deliver a quitclaim deed, subject to matters of record, including those matters that have arisen out of Lessee's use and occupancy of the Premises, in recordable form, transferring marketable title (subject to Lessee's reasonable approval) and Lessee shall execute and deliver to the City the Closing Payment in full, in immediately available funds. This Lease will terminate upon the Closing of Lessee's purchase of the Premises. All costs and fees (including attorneys' fees) associated with the negotiation, drafting, preparation, and enforcement of a purchase and sale agreement and related documents, the closing of the transaction, and the termination of the leasehold interest in the Premises, including, but not limited to, environmental assessments, appraisal fees, escrow fees, recording fees, and title insurance, will be paid by Lessee.

H. Cooperation for Consummating the Option. If Lessee exercises the Option, the City and Lessee each covenant and agree to sign, execute, and deliver, or cause to be signed, executed, and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, confirmatory, or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the Option.

I. City's Right of First Refusal. In the event Lessee exercises its Option and subsequently determines to sell or otherwise dispose of the Premises, the City shall have a continuous and exclusive right of first refusal to purchase the Premises. The parties must either include notice of the City's right of first refusal in the deed transferring the

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Premises to the Lessee, or execute a separate document acceptable to the City and in a recordable form ensuring the City's right of first refusal hereunder. The document must be recorded contemporaneously with the recording of the deed. The City's right of first refusal to purchase the Premises contains the following terms and conditions:

i. Lessee may accept an offer for the sale or other disposition of the Premises only if it is made subject to the City's right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the "Purchase Offer"), Lessee will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section 21.E. The City will then have sixty (60) days to either agree to purchase the Premises on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal. The City shall give written notice of its decision to exercise or decline to exercise its right of first refusal to Lessee at the address set forth in Section 21.E no later than sixty (60) days after being presented with a copy of the Purchase Offer.

ii. If the City declines to exercise its right of first refusal, Lessee may then sell or otherwise dispose of the Premises to the third party on the same terms and conditions set forth in the Purchase Offer. If the sale or other disposition is completed on the same terms and conditions set forth in the Purchase Offer, then any interest of the City in and to the Premises shall cease and be of no further force and effect and the City shall provide in recordable form a release of its right of first refusal at the closing of the sale to the third party. If the sale or other disposition is not completed on the terms and conditions in the Purchase Offer, then the City will continue to have its exclusive right of first refusal under the procedures outlined above in this Section, before Lessee may convey or transfer its interest in the Premises to a third party.

21. MISCELLANEOUS

A. Time Is of the Essence. Time is of the essence for 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 Lessee.

C. Governing Law and Venue. This Lease shall be subject to the provisions of the Cordova Municipal 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 Anchorage, Alaska.

D. Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or of any association between Lessee 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 Lessee other than the relationship of lessee and lessor.

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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 LESSEE:

Cordova Powersports LLC
Attn: Sheridan Joyce
P.O. Box 555
Cordova, Alaska 99574

or to such other address as either party hereto may from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given on the earlier of actual receipt or three (3) days after being properly mailed. The postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

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

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

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

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

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

K. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than ten (10) days' prior written request by the other party, execute,

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acknowledge, and deliver to such party a statement certifying that this Lease has not been amended and is in full force and effect (or, if there has been an amendment, that the same is in full force and effect as amended and stating the amendments); there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates up to which the Base Rent and Additional Charges have been paid in advance.

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

M. Authority. Lessee represents that it has all necessary power and is duly authorized to enter into this Lease and carry out the obligations of Lessee. Lessee further represents that Lessee has the necessary power to authorize and direct the officer of Lessee whose name and signature appear at the end of this Lease to execute the Lease on Lessee's behalf. The City represents that it has all necessary power and is duly authorized to enter into this Lease, as authorized by the approval of the City Council dated XXXXXX, 2020.

N. Exhibits. Exhibits A and B to this Lease are specifically incorporated into the Lease.

O. No Third-Party Beneficiaries. Nothing in this Lease shall be interpreted or construed to create any rights or benefits to any parties not signatories, 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 Lessee as both City and Lessee 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. Attorneys' Fees. In the event that any suit or action is brought to enforce this Lease or any term or provision hereof, the parties agree that the prevailing party shall recover all attorneys' fees, costs, and expenses incurred in connection with such suit or action to the maximum extent allowed by law.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the Commencement Date.

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CITY: **CITY OF CORDOVA**

By: _____

Helen Howarth, City Manager

LESSEE: **CORDOVA POWERSPORTS LLC**

By: _____

Sheridan Joyce

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Exhibit A

Premises

EXHIBIT B

Development Plan

Final Draft

Cordova Powersports LLC
Box 555 CDV AK 99574
cordovapowersports@yahoo.com
12/29/2019 rev. 1/19/2020

Terminal Ground B Development Plan

Project Goals

Cordova powersports will be using the portion subdivided off of terminal ground B to expand is small engine and powersports repair business. An aproximately 40x60 building will be built in the north east corner of the lot. A driveway will be constructed between the copper river highway on the central west portion of the lot (See attachment #1). Available water services will be installed. The building and lot will be improved and upgraded in the future as time and resources allow.

All cost estimates based on assumption building will be predominately owner/employee built. Applicable preliminary FLS related engineering drawings not provided will be generated by owner (mechanical engineer) and submitted to applicable professional engineers for approval/stamping.

All costs posted are estimates based on information available. Some costs may be offset by external factors not detailed in this document. Many calculated costs are not detailed in this document.

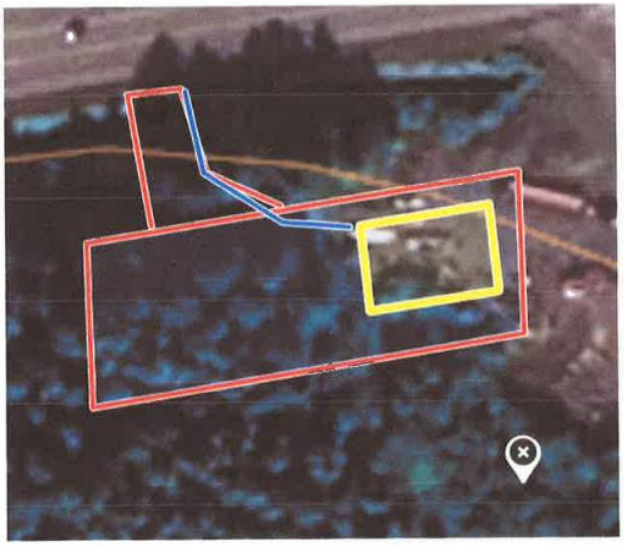
Project Timeline

- Year 1 2020
  - survey lot – $3500
  - get final quotes for building, level and deforest adequate portion of the lot $5000
  - construct driveway - $1700
  - FLS plan review and related - $7500
  - add culvert system or diversion to mitigate rain runoff - $700
  - prepare concrete forms and purchase rebar - $6000
  - take delivery of building - $45000
- Year 2 2021
  - Pour concrete slab - $35000
- Year 3 2022
  - Construct building - $20000
- Year 6 2025
  - Execute option to buy

Estimated Costs and Funding

- Estimated costs of initial construction are $115,000 to $160,000
- Funds available today via financing and other sources totals to $190,000
- Estimated upgrades beyond given timeline are expected to be around $50,000
- Additional funding likely available but not secured at time of writing

Attachment #1



City of Cordova

ANNEX L: PANDEMIC INFLUENZA

Purpose

To reduce morbidity, preserve continuity of City operations, and to minimize the social and economic impact of an influenza pandemic

To define roles and responsibilities of key stakeholders during all phases of the disease

To serve as a guide to local health care partners, response agencies, and businesses in the development of local pandemic influenza response plans

Introduction

- Influenza Pandemics occur sporadically when there is a major change in the structure of a strain of influenza virus such that most (or all) of the world's population is susceptible to infection. These major changes emerge by at least two mechanisms: Genetic recombination and adaptive mutation.

- At some point in the future, the world will be faced with another Pandemic caused by a strain of influenza virus that spreads rapidly and causes extra ordinarily high rates of illness

and death—higher, in fact, than virtually any other natural health threat. Because novel influenza viruses have the potential to spread rapidly, high levels of absenteeism in the workforce can quickly jeopardize essential community services, including healthcare services throughout affected regions. Because little time will be available to prepare after the pandemic is first identified, it is critically important for us to promptly maximize our ability to respond effectively to this imminent threat.

- Although there is no way to fully predict the impact of an influenza pandemic on Cordovans, CDC has developed software, called FluAid, to assist in establishing a range of estimates of impact due to a future pandemic influenza strain circulating in our community. Based on attack rates of 30% and 50% of the Cordova population affected (assuming summer population of 5000):

- ✓ Up to 30 – 50% of the population will become ill with the flu. (1,500-2,500 Cordovans)
- ✓ Up to 15 – 25% of the population will require out-patient visits. (750-1250 Cordovans)
- ✓ Up to .3 – 3% of the population will require hospitalization. (15-150 Cordovans)
- ✓ Up to .1 – 2.5% of the population will die of flu related causes. (5-125 Cordovans)

Assumptions

- The identification of a novel influenza virus with sustained human-to-human spread may give warning of a pandemic weeks or months before the first cases are identified in Alaska.
- Most people who have access to clean water, food, sanitation, fuel, and nursing and medical care while they are sick will survive.
- There could be significant disruption of public and privately owned critical infrastructure.
- The number of ill people requiring outpatient medical care and hospitalization may overwhelm the city's healthcare system.
- No effective influenza vaccine will be available early in the course of the pandemic. When influenza vaccine becomes available, it will be in short supply and may require two doses.
- Supplies of antiviral medications that are effective against influenza will also be inadequate and need to be prioritized for use.

- Implementation of social distancing measures, such as isolating the sick, screening travelers, and reducing the number of public gatherings, may help to slow the spread of influenza early in the pandemic period.

- Federal and State declarations of emergency will change legal and regulatory aspects of providing public health services during a pandemic.

- Maintaining social order and compliance with health recommendations during a pandemic may prove to be problematic.

Limitations

Police, Troopers, Fire, Rescue, and EMS resources will be overwhelmed in any major disaster

- In a disaster, the rescue capability of the Fire Department must be augmented by the resources of other agencies and by trained citizen volunteers.

Concept of Operations

Phases Of An Influenza Pandemic

- WHO has developed a global influenza preparedness plan that presents a classification of six phases grouped within the following three phases: Interpandemic Period, Pandemic Alert Period, and Pandemic Period. These phases are associated with increasing public health risk associated with the emergence and spread of a new influenza subtype that may lead to a pandemic. The Director General of WHO is responsible for declaring the current global pandemic phase and adjusting the phase level to correspond with pandemic conditions around the world.

WHO Pandemic Alert Phases

Interpandemic Period	No new influenza virus subtypes have been detected in humans. An influenza virus subtype that has caused human infection may be present in animals. If present in animals, the risk of human infection or disease is considered to be low.	1
	No new influenza virus subtypes have been detected in humans. However, a circulating animal influenza virus subtype poses a substantial risk of human disease.	2
Pandemic Alert Period	Human infection(s) with a new subtype but no human-to-human spread or at most rare instances of spread to a close contact.	3
	Small cluster(s) with limited human-to-human transmission but spread sis highly localized, suggesting that the virus is not well adapted to humans.	4
	Larger cluster(s) but human-to-human spread is still localized, suggesting the virus is becoming increasingly better adapted to humans but may not yet be fully transmissible (substantial pandemic risk).	5
Pandemic Period	Pandemic Phase: increased and sustained transmission in the general population.	6

The Alaska (and Cordova) Pandemic Influenza Plan utilizes the WHO and HHS phases by combining them into two periods called :

#1. Interpandemic and Pandemic Alert Period (this combines WHO's Phases 1, 2, 3; and federal HHS phases Interpandemic and Pandemic Periods) and:

#2. Pandemic Period (this combines WHO's Phases 4, 5, 6; and is the federal HHS phase Pandemic Period).

Federal Role

- DHS&EM will coordinate all non-medical support and response actions. HHS will coordinate the overall public health and medical emergency response efforts. HHS Secretary can declare a public health emergency and, subsequently, coordinate response functions. Additionally, the President can declare a disaster and activate the National Response Plan.

State Role

- States are individually responsible for coordination of the pandemic influenza response within and between their jurisdictions. Administrative Order No. 228 orders the Department of Military and Veterans Affairs, Division of Homeland Security and Emergency Management (DHS & EM) to assume overall responsibility for interagency coordination of pandemic influenza preparedness and the Department of Health and Social Services, Division of Public Health (DPH) to assume primary functional and technical responsibility for pandemic influenza preparedness. They will coordinate with Cordova to ensure development of local plans and provide resources to assist in that planning process.

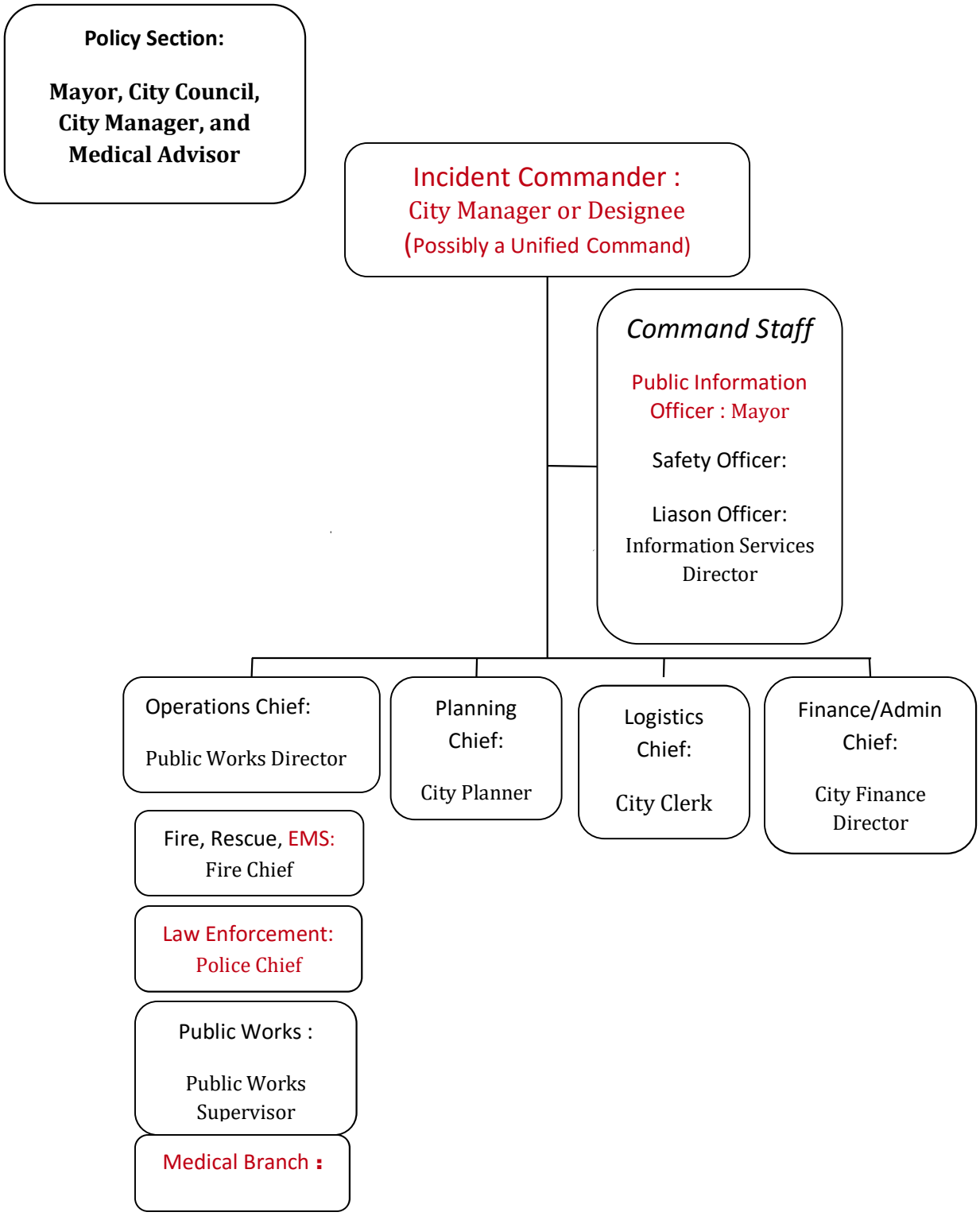
Organization and Assignment of Responsibilities

The State of Alaska Director of Public Health will declare when it is time to activate the state plan for the pandemic period, at which point Cordova will activate its EOP and declare a local emergency. Emergency powers are contingent upon that declaration.

- When the plan is activated, the organizational structure on the next page will be in effect in Cordova. The Medical decisions will be made by a unified command of the four medical entities, entitled Medical Unit Medical Directors (MBR): one representative each, from Cordova Community Medical Center, Ilanka Community Health Center, Public Health Nurse, and Emergency Medical Services (EMS). CCMC representation will include Mental Health. The Medical Directors will meet daily, if the plan is activated. The Medical Directors will choose one representative to be present at the EOC, if it is activated.

Organizational Chart for Pandemic Influenza

***RED indicates activation of that entity for PANDEMIC INFLUENZA



Specific responsibilities for the following jobs are found in the Position Checklist. The abbreviation for each job is found in the table below.

Key Stakeholders	Acronym
Section of Epidemiology	SOE
AK Division of Public Health	DPH
Center for Disease Control	CDC
Planning Chief	PC
Logistics Chief	LC
Medical Branch Representatives	MBR
Cordova Community Medical Center	CCMC
Ilanka Community Health Center	IL
Emergency Management Coordinator	EMC
Public Health Nurse (424-4547)	PHN
Cordova School District	CSD
Emergency Medical Services-ambulance	EMS
Public Information Officer (Mayor)	PIO
Police Department (424-6100)	PD
Public Works (424-6231)	PW
Fire Department (424-6117)	FD
Incident Command	IC
Red Cross Volunteers (Cordova Unit)	RC
Community Emergency Response Team	CERT
Incident Management Team	IMT
Surveillance Unit	SU
Policy Section (Mayor, City Council, City Manager, Medical Advisor)	PS
Temporary Coroner	TC
Mental Health Support (Sound Alternatives 424-8300 and Cordova Family Resource Center 424-5674)	MHS

POSITION CHECKLIST: INTERPANDEMIC and PANDEMIC ALERT PERIOD

***If it is a PRIMARY responsibility, it will be in **BOLD and underlined**

Responsibility/Task	**Who is Responsible?**
Command, Control, and Mngt.	
Have vital equipment in the condition necessary for major emergencies	**ALL ENTITIES**
Develop/update plans and operating procedures for responders. Coordinate all plans and operating procedures with those of other City emergency services.	**ALL ENTITIES**
Maintain an inventory of all first responder resources within the City and develop plans to make all responder resources available	**ALL ENTITIES**
Upon receipt of an impending disaster report, verify the report with authorized agencies	**ALL ENTTIES**
Estimate possible effects and consequences of impending hazard	**ALL ENTITIES**
Maintain/update/revise the pandemic flu annex	**EMC**
Maintain a personnel alerting or call-up roster.	**ALL ENTITIES**
Maintain primary and secondary communications systems which will be tested twice a year (backup system may include ARES radio operators)	**ALL ENTITIES**
Prepare to escalate to full and sustained operational status on short notice	**ALL ENTITIES**
Have vital equipment in the condition necessary for 24-hour operation	**ALL ENTITIES**
Arrange with the private pharmacy for their support, if required, to supplement pharmaceuticals.	**ALL ENTITIES**
Establish and maintain MOU's associated with pandemic flu preparation	**EMC**
Choose who will be the medical administrative decision makers (6 Medical Representatives/one from each entity) during the pandemic	**CCMC, IL, PHN, EMS,MHS**
Identify a medical representative to send to an EOC, if needed	**MBR**
Ensure coordination among all responding entities	**IMT** or **MBR** if EOC not activated
Meet with local stakeholders and review major elements of this plan	**ALL ENTITIES**
Decide when the EOP and pandemic flu annex is implemented	**DPH**
Review the plan to close and reopen schools, businesses, and public events	**POL**
Review the legal and regulatory aspects of pandemic flu issues	**POL, CSD, PD**
Educate the public prior to onset of the pandemic	**EMC, PIO**, CSD
Mobilize additional resources	**LC**. Or MBD, if EOP not activated

Participate in mass casualty disaster exercises	**ALL ENTITIES**
Review City COOP plan to prepare for high rate of absenteeism…identify essential services and functions within the jurisdiction	**POL**
SURVEILLANCE and INVESTIGATION	
Establish surveillance unit	**IMT,** or MBR, if EOP not activated
Follow state surveillance guidelines for rapid identification and isolation of persons infected	**CCMC, IL, PHN, EMS**
Support State Surveillance activities, including Viral Culture Sentinel Program w/CDC, the Influenza-like Illness Surveillance.	**SU, CCMC, IL,PHN**
Prepare for and monitor hospital census	**SU, CCMC**
Prepare for and monitor death rates	**SU, CCMC,TC**
Prepare for and monitor absentee rates in schools	**SU, CSD**
Coordinate with AK State Virology Laboratory (ASVL) for guidance and submitting of viral cultures	**CCMC, IL, PHN**
Train all applicable healthcare providers in proper specimen collection and shipping	**CCMC, IL, PHN**
Keep the State informed for all surveillance activities	**SU**
HEALTH CARE SYSTEMS	
Educate health care providers on diagnosis and management of pandemic influenza	**DPH**
Encourage routine influenza vaccination of all healthcare workers	**PHN**
Provide health care providers with infection control training and supplies	**CCMC, IL, PHN, EMS**
Develop and maintain an inventory of emergency medical supplies	**CCMC, IL, PHN, EMS**
Identify surge capacity resources (alternate care sites, backup personnel, volunteers)	**ALL ENTITIES**
Prepare to establish temporary morgues (See Annex F)	**TC**
Identify special population needs and review plans to meet those needs	**MBR**
Determine appropriate counseling techniques (Teleconference calls, hotlines, etc.)	**MHS**
Update health care providers regularly as the influenza pandemic progresses	**MBR**
COMMUNITY DISEASE CONTROL	
SOCIAL DISTANCING:	
Closely monitor changing epidemiological data frequently to determine need to implement various community disease control strategies	**MBR, POL**
Educate Cordovans regarding impact of pandemic influenza and use of community	**EMC, PIO, POL**

disease control	
Prepare protocols for managing ill passengers at ports of entry	**MBD**
Prepare health information for travelers…issue travel advisories and precautions	**MBD**
Determine appropriate timing for implementation of social distancing measures. The state may issue an advisory in this regard.	**POL, MBD**
Prepare to screen/quarantine at points of entry…follow CDC guidelines	**IMT, POL**
Prepare to implement protocols for managing ill passengers at ports of entry	**IMT, POL**
Prepare for preventing importation of infected birds and animals	**IMT, POL**
Continually evaluate travel –related cases of infection	**CCMC, IL, PHN**
ISOLATION and QUARATINE:	
Review hospital and clinic isolation protocols	**CCMC, IL**
Reviews plans for quarantine , as appropriate	**IMT, POL**
Review plans for isolation of essential function personnel (see COOP plan)	**IMT, POL**
VACCINE DISTRIBUTION and USE	
Identify priority groups for vaccinations and educate Cordovans about the rationale for acquiring vaccinations and for the currently recommended priority groups for vaccinations	**EMC, PHN, PIO**
Review/modify plans for procurement and distribution of vaccine, including security	**PHN**, PD
Confirm locations for mass clinic sites	**PHN**
Determine how persons in vaccine priority groups will be identified and tracked	**PHN**
Assure legal authorities review plans for vaccine distribution and the authority of volunteers and EMT's to provide vaccinations and/or work in healthcare facilities	**PHN**
Use current population estimates to quantify the number of persons in priority groups for vaccination	**PHN**
Utilize state standing orders for influenza vaccinations	**PHN, IL**
Develop a practice mass vaccination clinic	**PHN, EMS**
ANTIVIRAL DRUG DISTRIBUTION & USE	
Educate Cordovans concerning priority group designations	**EMC, PHN, PIO**
Identify high-risk groups and coordinate the delivery of antivirals to those individuals in the community based on state recommendations. Review HHS guidelines to determine current appropriate use of limited antiviral supply	**PHN**
Plan for receipt and security of antivirals	**PHN**
Procure and maintain local stockpile of antivirals	**PHN**
Reviews plans for implementation of home delivery systems of antivirals	**PHN**
Plan and train for rapid disbursement and use of antivirals	**PHN**

Discontinue when no longer needed and recover unused supplies	**PHN**
COMMUNICATIONS	
Take responsibility as the City spokesperson	**PIO (Mayor)**
Develop a 24/7 contact list for staff	**ALL ENTITIES**
Determine how daily briefings will be slated and how information from those meetings will get to the PIO	**IMT or MBR**
Establish telephone hotline	**EMC**
Prepare basic communication materials on influenza, influenza vaccine, antiviral agents, general preventative measures, and other relevant information in multiple languages.	**EMC**
Review plans for communicating with special populations in alternate languages	**EMC**
Publicize/regularly update pandemic flu website	**EMC**
Review list of local media contact names and numbers and methodology to quickly send them information	**PIO**
Review internal plan on how to distribute information passed on from DHSS/SOE to appropriate health care staff	**ALL ENTITIES**
Schedule public educational presentations	**EMC**
Present infection control information to school children	**PHN**
Conduct town meeting	**MAYOR**
Conduct meetings with partners, community leaders, and government leaders to present plans and updates	**PIO**

POSITION CHECKLIST: PANDEMIC PERIOD

***If it is a PRIMARY responsibility, it will be in **BOLD and underlined**

Responsibility/Task	**Who is Responsible?**
Command, Control, and Mngt.	
Activate EOC, if necessary	**IC**
Implement the Pandemic Flu Annex	**IC**
Implement medical surge and infection control plans at health care facilities	**CCMC, Ilanka,PHN, EMS**
Prepare to close all but essential functions and implement plans to protect critical services. Implement security and protection plans for critical infrastructure, including contingency plan for 30-40% absenteeism. (See COOP plan)	**IC**

Prepare to protect and supply the needs of essential workers	**IMT**
Establish a regular briefing/planning schedule	**IC**
Publish regular situation reports /incident action plans, if EOC is fully activated	**PC**
Implement the personnel alerting or call-up roster.	**ALL ENTITIES**
Establish communications systems	**ALL ENTITIES**
Track inventory of resources and submit resource requests to SEOC, if necessary	**PC**
Mobilize additional resources or submit requests to SEOC for additional resources, if necessary	**LC**
Escalate to full and sustained operational status, if necessary	**ALL ENTITIES**
Provide Personal Protective Equipment (PPE) to all pertinent responders	**ALL ENTITIES**
Implement community mass fatality plans (See Annex F)	**IC**
Activate appropriate MOU's associated with pandemic flu	**IC**
Choose who will be the medical administrative decision makers (Medical Unit Medical Directors (MBR)/representation from each entity) during the pandemic	**CCMC, IL, PHN, EMS, BHS**
Identify a medical representative to send to an EOC, if necessary	**CCMC,IL,PHN, EMS**
Meet with local stakeholders and review major elements of this annex	**ALL ENTITIES**
Determine when to close and reopen schools, businesses, and other public events, if necessary.	**POL**
Have legal and regulatory input available	**POL**
SURVEILLANCE and INVESTIGATION	
Activate surveillance unit	**IMT,** or MBR, if EOP not activated
Follow state surveillance guidelines for and rapid identification and isolation of persons infected with influenza-like illness	**CCMC, IL, PHN, EMS**
Support State Surveillance activities, including the Enhanced Surveillance Form http://www.hss.state.ak.us/dph/DPHPP/pandemicflu/panfluplan.pdf	**SU, CCMC, IL,PHN**
Monitor hospital/clinic census and provide information reports to the SEOC	**SU, CCMC,IL**
Monitor death rates	**SU, CCMC,TC**
Monitor absentee rates in schools, government offices, and businesses	**SU, CSD**
Coordinate with State Public Health Laboratory for guidance and submitting/shipping of viral cultures. Request additional specimen collection supplies from the SEOC, if necessary.	**CCMC, IL, PHN**
Keep the SEOC informed of all surveillance activities. (Check reporting requirements for SOE)	**SU**
Report data to SEOC	**SU,CCMC, IL, PH**
Pre-screening	**PHN**

HEALTH CARE SYSTEMS	
Initiate screening and triage of symptomatic patients for either personal or contact history of travel to geographical area with novel virus activity	**CCMC,IL,PHN**
Initiate mental health counseling services, as necessary	**MHS**
Contact special needs population (elders, etc), to ascertain needs	**MHS**
Provide or facilitate testing suspected case-patients	**PHN**
Provide health care providers with infection control training and supplies and promote strict adherence.	**CCMC, IL, PHN, EMS**
Limit movement and transport of patients with influenza	**CCMC, IL, PHN, EMS**
Activate volunteer lists	**ALL ENTITIES**
Establish Alternative Care Sites	**CCMC**
Establish temporary morgues and file/ issue death certificates , if necessary	**TC**
Activate hospital/clinic plan and EMS plan , in coordination with Division of Public Health	**CCMC, IL, PHN, EMS**
Update health care providers regularly as the influenza pandemic progresses	**PC**
COMMUNITY DISEASE CONTROL	
SOCIAL DISTANCING:	
Closely monitor changing epidemiological data frequently to determine need to implement various community disease control strategies	**MBR, POL**
Continue to educate Cordovans regarding impact of pandemic influenza and use of community disease control, as well as infection control measures	**EMC, PIO, POL**
Determine appropriate timing for implementation of social distancing measures. The state may issue an advisory in this regard.	**POL, MBR**
Implement social distancing measures	**IC**
Provide recommendations for discontinuing social distancing measures	**POL, MBR**
Implement protocols for managing ill passengers at ports of entry	**IC**
Implement screen/quarantine procedures at points of entry…follow CDC guidelines	**IC**
Consult with schools regarding closure	**POL**
Implement protocols for managing ill passengers at ports of entry	**IC**
Implement emergency staffing for both public and private sectors, in order to accomplish social distancing	**IC**
Close non-essential government functions, as appropriate	**IC,POL**
Close public gathering places, as appropriate	**IC, POL**
Determine the need to close ports of entry	**IC, POL**
Implement restrictions of nonessential travel	**IC, POL**
ISOLATION and QUARATINE:	

Direct infectious case-patients to remain in isolation(quarantine)	**IC**
Isolate all suspect patients	**CCMC, IL, PHN**
Quarantine contacts, as appropriate	**IC, PIO**
Communicate quarantine/isolation procedures to the public	**PIO**
Implement alternate care site (ACS)/home care. The state may issue an advisory in this regard.	**IMT, CCMC**
Implement just-in-time training for ACS, hotline, home care support team staff/volunteers	**IC**
Continue distribution of home care checklists to community. See http://www.redcross.org/www-files/Documents/pdf/domestic%20programs/pandemic_flu_home_care_brochure.pdf	**PIO, CERT**
VACCINE DISTRIBUTION and USE	
Continue to educate Cordovans concerning priority group designations	PIO
Using state-wide plans, distribute to high-risk groups in the community	PHN. IL
Implement home delivery systems of antivirals	PHN
Ensure that antiviral information is included on pre-recorded hotline	PIO
Implement drive thru protocols for pharmacy pick up of antivirals	Cordova Drug
Request additional antiviral drugs, if available	PHN
Prepare for post-exposure prophylaxis, if drug is available	CCMC, IL, PHN
Monitor antiviral drug use, safety, and effectiveness	PHN
Discontinue when no longer needed and recover unused supplies	PHN
ANTIVIRAL DRUG DISTRIBUTION & USE	
Continue to educate Cordovans concerning priority group designations	PIO
Using state-wide plans, distribute to high-risk groups in the community	PHN. IL
Ensure that antiviral information is included on pre-recorded hotline	PIO
Implement drive thru protocols for pharmacy pick up of antivirals	Cordova Drug
Request additional antiviral drugs, if available	PHN
Prepare for post-exposure prophylaxis, if drug is available	CCMC, IL, PHN
Monitor antiviral drug use, safety, and effectiveness	PHN
Discontinue when no longer needed and recover unused supplies	PHN
COMMUNICATIONS	
Identify spokesperson	PIO
Identify audiences	PIO
Review 24/7 contact list for staff	ALL ENTITIES
Implement daily briefings between Medical Directors and disseminate information	MBR

from those meetings to the PIO	
Activate pre-recorded telephone hotline	EMC
Establish and staff call-in hotline	MHS
Post community recommendations in prominent locations…including transmission mitigation techniques, PPE suggestions, and website/telephone references	EMC
Disseminate materials on influenza, influenza vaccine, antiviral agents, general preventative measures, and other relevant information in multiple languages.	EMC, CERT
Implement plans for communicating with special populations in alternate languages	
Publicize/regularly update pandemic flu info on City website.	EMC
Increase local media attention and establish regular media advisories/briefings	PIO
Use list of local media contact names and numbers and methodology to quickly send them information	PIO
Implement internal plan on how to distribute information passed on from DHSS/SOE to appropriate health care staff	MBR
Continue to communicate with partners, community leaders, and government leaders to present plans and updates	MBR
Coordinate with SEOC on updating information and modifying messages	PIO

Chapter 3.45 - EMERGENCY MANAGEMENT ORGANIZATION

3.45.010 - Definitions.
As used in this chapter:

"Disaster" means the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or nonmilitary manmade cause including, but not limited to, fire, flood, earthquake, landslide, mud slide, wind driven water, weather condition, volcanic activity, epidemic, air contamination, blight, infestation, explosion, riot, equipment failure, or shortage of food, water, fuel or clothing, or the release of petroleum products or a hazardous substance requiring prompt action to avert environmental danger or damage or, civil defense measures to mitigate or respond to acts of war toward the city or the United States of America by any enemy or the agents thereof.

"Disaster emergency" means the condition declared by proclamation of the city manager to designate the imminence or occurrence of a disaster.

(Ord. No. 1063, § 1, 3-31-2010)

3.45.020 - Emergency management organization.
There is established an emergency management organization. The emergency management organization consists of the vice mayor, city manager, chief of police, city clerk, fire marshal, the chairman of the disaster management team, and others appointed by the mayor and confirmed by the council as necessary. Executive and administrative duties of the emergency management organization are vested in the city manager. The city manager may coordinate and cooperate with the Alaska Division of Homeland Security and Emergency Management for response and relief of unforeseen emergencies and disasters. The city manager may appoint or hire personnel necessary to properly and safely accomplish the purpose of the emergency management organization.

(Ord. No. 1063, § 1, 3-31-2010)

3.45.030 - Purpose.
It is the desire of the city to protect and preserve the lives, health, safety, and well-being of the people living in or visiting the city. To this end, the emergency management organization shall be responsible for implementing the approved emergency operations plan, and shall be the liaison agency with the Alaska Division of Homeland Security and Emergency Management.

(Ord. No. 1063, § 1, 3-31-2010)

3.45.040 - Emergency operations plan.
There shall be an emergency operations plan developed jointly with the Alaska Division of Homeland Security and Emergency Management which shall be adopted by ordinance. Major

revisions of the plan may be amended by resolution with notification to the Alaska Division of Homeland Security and Emergency Management.

(Ord. No. 1063, § 1, 3-31-2010)

3.45.050 - Interjurisdictional agreements.
The city manager may, with council approval, enter into interjurisdictional agreements with other political subdivisions and the Alaska Division of Homeland Security and Emergency Management, for mutual aid in response to and recovery from disaster emergencies.

(Ord. No. 1063, § 1, 3-31-2010)

3.45.060 - Declaration of disaster emergency.
A local disaster emergency may only be declared by the mayor or the mayor's designee. If the city council is not in session when a disaster emergency proclamation is issued, a special session of the council will be requested to ratify the actions taken under this chapter as soon as conditions attendant to the emergency permit. A disaster emergency proclamation may not be continued or renewed for a period in excess of seven days, except by or with the consent of the city council. Any order or proclamation declaring, continuing or terminating a local disaster emergency shall be given prompt and general publicity, and shall be filed with the city clerk and the Alaska Division of Homeland Security and Emergency Management.

(Ord. No. 1063, § 1, 3-31-2010)

3.45.070 - Emergency operations plan—Implementation.
The declaration of a local disaster emergency shall authorize the implementation of the response and recovery aspects of the city emergency operations plan, and authorizes the city manager to furnish aid and assistance under such plan.

(Ord. No. 1063, § 1, 3-31-2010)

3.45.080 - Limitation on governmental or private liability.
(a)This chapter provides for the city to exercise its governmental functions for the protection of the public peace, health and safety. None of the city, the emergency management organization, and any person authorized by the city to engage in emergency response activity, shall be liable for the death or injury of any person or damage to any property as the result of emergency response activity.(b)No person owning or controlling real property, who allows the use of that property for emergency response activities shall be held liable for death of, or injury to, any person on or about such real estate resulting from that use.
(Ord. No. 1063, § 1, 3-31-2010)

Emergency Ordinance 1184 Vote 7-0

Emergency Ordinance 1185 Vote 7-0

Emergency Ordinance 1187 Vote 7-0

CITY OF CORDOVA, ALASKA
EMERGENCY ORDINANCE 1184

AN EMERGENCY ORDINANCE CONTINUING THE CITY'S DECLARATION OF A LOCAL EMERGENCY AND ACKNOWLEDGEMENT OF A STATE-WIDE EMERGENCY RESULTING FROM COVID-19; RATIFYING TEMPORARY EMERGENCY RULES AND PROCEDURES ADOPTED BY THE CITY MANAGER IN RESPONSE TO COVID-19; AND TEMPORARILY AUTHORIZING THE SUSPENSION AND/OR MODIFICATION OF VARIOUS SECTIONS OF THE CORDOVA MUNICIPAL CODE REGARDING PUBLIC MEETINGS, PROCUREMENT, AND OTHER CITY OPERATIONS AS NECESSARY TO PRESERVE PUBLIC HEALTH AND SAFETY

WHEREAS, the United States Center for Disease Control and Prevention (CDC) has identified COVID-19 as a significant public risk; and

WHEREAS, on March 11, 2020, Governor Dunleavy issued a declaration of public health disaster emergency in response to the anticipated outbreak of COVID-19 within Alaska's communities; and

WHEREAS, on March 11, 2020, The World Health Organization designated the COVID-19 outbreak a pandemic; and

WHEREAS, various organizations, agencies, and local governments throughout the State of Alaska and within the City of Cordova are cancelling or restricting public gatherings, temporarily closing schools and childcare facilities as well as restricting non-essential travel in efforts to contain the virus; and

WHEREAS, the recommendations of global, federal, state, and local organizations and government entities are changing almost daily in response to new information regarding COVID-19, which requires the City to be able to act swiftly to comply with these recommendations in its emergency operations; and

WHEREAS, in order to protect public health, welfare, and safety, the City needs flexibility in its meeting and notice protocols; and

WHEREAS, the City Manager has authority to implement temporary rules and procedures regarding City government organization and operations during an emergency under the City's Emergency Operation Plan; and

NOW, THEREFORE, THE CITY OF CORDOVA ORDAINS:

Section 1. Emergency Declaration. This emergency order renews and reiterates the Mayor's declaration of local emergency ratified by Council and its acknowledgement of state-wide emergency declared by Governor Dunleavy on March 11, 2020.

Section 2. Ratification. Council hereby ratifies the Temporary COVID-19 Emergency Rules and Procedures adopted by the City Manager on March 30, 2020 and incorporated into this Emergency Ordinance as Exhibit A.

Section 3. Authority. The Cordova City Council hereby confirms the authority of the City Manager to temporarily waive or modify provisions pertaining to scheduling, publication, notice, cancellation, teleconferencing, video conferencing, and other related meeting procedures for all City commission, committee, and council meetings so long as the City Manager's actions comply with State law and the Cordova City Charter. Council may repeal any modification or waiver made by the City Manager under this Ordinance by emergency ordinance.

Section 4. Request for Assistance. Council hereby acknowledges the City's need for financial assistance from the United States and the State of Alaska to protect the City from a COVID-19 outbreak within the City and to recover from the economic and health impacts of the threat and outbreak of COVID-19 within the City.

Section 5. Codification. This ordinance is an emergency ordinance, is not permanent in nature, and shall not be codified.

Section 6. Effective Date. This ordinance shall take effect on the day it is enacted and shall remain in effect until it is repealed by Council or the declaration of emergency regarding COVID-19 expires without renewal.

PASSED AND APPROVED THIS 1st DAY OF APRIL 2020.

CITY OF CORDOVA CORPORATE SEAL JULY 8, 1909 ALASKA

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

CITY OF CORDOVA, ALASKA
EMERGENCY ORDINANCE 1185

AN EMERGENCY ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA AMENDING CORDOVA MUNICIPAL CODE CHAPTER 3.45 TO ADD CMC 3.45.090 ENTITLED "EMERGENCY MANDATES," WHICH REQUIRES COMPLIANCE WITH EMERGENCY MANDATES ADOPTED BY THE CITY AND IMPOSES A FINE FOR MANDATE VIOLATIONS

WHEREAS, The City of Cordova and the State of Alaska have declared a state of emergency due to COVID-19; and

WHEREAS, the City Manager has authority to implement mandates during a declared emergency enacted to preserve public health and safety; and

WHEREAS, the ability to impose fines for violations of any emergency mandates provides the City the tools it needs to enforce emergency mandates when violations arise.

NOW, THEREFORE, THE CITY OF CORDOVA ORDAINS:

Section 1. **Emergency Declaration.** The Council reiterates its declaration of an emergency in Emergency Ordinance 1184 and acknowledges that the need to codify emergency mandates and the ability for the City to impose a fine for any violation of those mandates constitutes an emergency warranting an emergency ordinance because the City needs the authority to enforce health mandates directly related to an existing emergency, namely the COVID-19 outbreak.

Section 2. Chapter 3.45 of the Cordova Municipal Code is hereby amended to read as follows:

Chapter 3.45 - EMERGENCY MANAGEMENT ORGANIZATION

3.45.010 - Definitions.

As used in this chapter:

"Disaster" means the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or nonmilitary manmade cause including, but not limited to, fire, flood, earthquake, landslide, mud slide, wind driven water, weather condition, volcanic activity, epidemic, air contamination, blight, infestation, explosion, riot, equipment failure, or shortage of food, water, fuel or clothing, or the release of petroleum products or a hazardous substance requiring prompt action to avert environmental danger or damage or, civil defense measures to mitigate or respond to acts of war toward the city or the United States of America by any enemy or the agents thereof.

"Disaster emergency" means the condition declared by proclamation of the city manager to designate the imminence or occurrence of a disaster.

3.45.020 - Emergency management organization.

There is established an emergency management organization. The emergency management organization consists of the vice mayor, city manager, chief of police, city clerk, fire marshal, the

chairman of the disaster management team, and others appointed by the mayor and confirmed by the council as necessary. Executive and administrative duties of the emergency management organization are vested in the city manager. The city manager may coordinate and cooperate with the Alaska Division of Homeland Security and Emergency Management for response and relief of unforeseen emergencies and disasters. The city manager may appoint or hire personnel necessary to properly and safely accomplish the purpose of the emergency management organization.

3.45.030 - Purpose.

It is the desire of the city to protect and preserve the lives, health, safety, and well-being of the people living in or visiting the city. To this end, the emergency management organization shall be responsible for implementing the approved emergency operations plan and shall be the liaison agency with the Alaska Division of Homeland Security and Emergency Management.

3.45.040 - Emergency operations plan.

There shall be an emergency operations plan developed jointly with the Alaska Division of Homeland Security and Emergency Management which shall be adopted by ordinance. Major revisions of the plan may be amended by resolution with notification to the Alaska Division of Homeland Security and Emergency Management.

3.45.050 - Interjurisdictional agreements.

The city manager may, with council approval, enter into interjurisdictional agreements with other political subdivisions and the Alaska Division of Homeland Security and Emergency Management, for mutual aid in response to and recovery from disaster emergencies.

3.45.060 - Declaration of disaster emergency.

A local disaster emergency may only be declared by the mayor or the mayor's designee. If the city council is not in session when a disaster emergency proclamation is issued, a special session of the council will be requested to ratify the actions taken under this chapter as soon as conditions attendant to the emergency permit. A disaster emergency proclamation may not be continued or renewed for a period in excess of seven days, except by or with the consent of the city council. Any order or proclamation declaring, continuing or terminating a local disaster emergency shall be given prompt and general publicity, and shall be filed with the city clerk and the Alaska Division of Homeland Security and Emergency Management.

3.45.070 - Emergency operations plan—Implementation.

The declaration of a local disaster emergency shall authorize the implementation of the response and recovery aspects of the city emergency operations plan and authorizes the city manager to furnish aid and assistance under such plan.

3.45.080 - Limitation on governmental or private liability.

(a) This chapter provides for the city to exercise its governmental functions for the protection of the public peace, health and safety. None of the city, the emergency management organization, and any person authorized by the city to engage in emergency response activity, shall be liable for the death or injury of any person or damage to any property as the result of emergency response activity.

(b) No person owning or controlling real property, who allows the use of that property for emergency response activities shall be held liable for death of, or injury to, any person on or about such real estate resulting from that use.

3.45.090- Emergency mandates.

The City Manager or Council may issue emergency mandates to preserve and protect public peace, health, safety or general welfare during a declared emergency as permitted by law. Failure to comply with an emergency mandate adopted under this chapter is punishable by a fine of up to $500.00. Upon citation under this section, court appearance is mandatory.

Section 3. **Codification.** This ordinance is an emergency ordinance, but is permanent in nature, and shall be codified.

Section 4. **Effective Date.** This ordinance shall take effect on the day it is enacted.

First Reading: April 8, 2020
Public Hearing and Second Reading: April 13, 2020

PASSED AND APPROVED THIS 13th DAY OF APRIL 2020.

CITY OF CORDOVA CORPORATE SEAL JULY 8, 1909 ALASKA

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

[Affirmative vote of 5 Council members required for passage]

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

CITY OF CORDOVA, ALASKA
EMERGENCY ORDINANCE 1187

AN EMERGENCY ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA RATIFYING REVISIONS TO TEMPORARY EMERGENCY RULES AND PROCEDURES ADOPTED BY THE CITY MANAGER IN EMERGENCY ORDER 2020-03 IN RESPONSE TO COVID-19 THAT CLARIFY THE MUTUAL AID AGREEMENT APPROVAL PROCESS, COVID-19 PROTOCOL SUBMISSIONS TO THE CITY, MEDICAL QUARANTINE ENFORCEMENT WITHIN THE CITY, AND COLLABORATION EFFORTS BETWEEN THE CITY AND THE NATIVE VILLAGE OF EYAK IN RESPONSE TO COVID-19

WHEREAS, the United States Center for Disease Control and Prevention (CDC) has identified COVID-19 as a significant public risk; and

WHEREAS, on March 11, 2020, Governor Dunleavy issued a declaration of public health disaster emergency in response to the anticipated outbreak of COVID-19 within Alaska's communities; and

WHEREAS, City Council has also declared a local emergency as a result of the COVID-19 outbreak; and

WHEREAS, the City Manager, under the authority vested in her under CMC 3.45.020 and in collaboration with the Emergency Operations Organization, implemented emergency COVID-19 rules to minimize the spread of COVID-19 within the Cordova community; and

WHEREAS, changes in the State of Alaska health mandates and the rapid progression of COVID-19 in small Alaska communities necessitates the implementation of additional rules and the clarification of existing emergency COVID-19 emergency rules to protect City residents and visitors from the immediate risks posed by COVID-19.

NOW, THEREFORE, THE CITY OF CORDOVA ORDAINS:

Section 1. Emergency Declaration. Council declares that a state of emergency exists that requires immediate action by Council to preserve public health and safety of the Cordova community through the ratification of revisions to Cordova's Temporary COVID-19 Emergency Rules and Procedures in Emergency Order 2020-03.

Section 2. Ratification. Council hereby ratifies the revisions to Cordova's Temporary COVID-19 Emergency Rules and Procedures adopted by the City Manager on April 13, 2020 and incorporated into this Emergency Ordinance as Exhibit A.

Section 3. Codification. This ordinance is an emergency ordinance, is not permanent in nature, and shall not be codified.

Section 4. Effective Date. This ordinance shall take effect on the day it is enacted and shall remain in effect until it is repealed by Council or the declaration of emergency regarding COVID-19 expires without renewal.

Public Hearing: April 13, 2020

PASSED AND APPROVED THIS 13th DAY OF APRIL 2020.

Clay R. Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

[Affirmative vote of 5 Council members required for passage]