

Mayor

James Kallander

Council Members

Keith van den Broek

James Kacsh

David Allison

Bret Bradford

EJ Cheshier

David Reggiani

Robert Beedle

City Manager

Mark Lynch

City Clerk

Susan Bourgeois

Deputy Clerk

Robyn Kincaid

Student Council

Shyla Krukoff

**REGULAR COUNCIL MEETING
JANUARY 04, 2012 @ 7:30 PM
LIBRARY MEETING ROOM**



AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

Mayor James Kallander, Council members Keith van den Broek, James Kacsh, David Allison, Bret Bradford, EJ Cheshier, David Reggiani and Robert Beedle

D. APPROVAL OF REGULAR AGENDA..... (voice vote)

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers - None
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions
(Harbor, HSB, Parks & Rec, P&Z, School Board)
 - a. Harbor Commission recommendation in re PWSSC..... (page 1)
 - b. Student Council Representative

G. APPROVAL OF CONSENT CALENDAR..... (roll call vote)

4. Ordinance 1089..... (page 3)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the sale of Lots one through four, Block Forty-two, Cordova Townsite to Leo Americus – 2nd reading
5. Substitute Ordinance 1091..... (page 35)
An ordinance of the City of Cordova, Alaska, authorizing a borrowing in anticipation of the receipt of revenues of the City in the aggregate principal amount of not to exceed \$2,793,918.60 to finance part of the cost of the Cordova Center project; and providing for related matters – 2nd reading
6. Ordinance 1092..... (page 38)
An ordinance of the City Council of the City of Cordova, Alaska, enacting Cordova Municipal Code 14.28.005, definitions; and amending Cordova Municipal Code 14.28.010, Community Health Services Board, 14.28.020, Administration, and 14.28.050, Schedule of Revenue, to provide for the City Council to contract for administration of the Cordova Community Medical Center – 2nd reading
7. Ordinance 1093..... (page 45)
An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code 5.12.040, Council approval of contracts; 5.12.050, contract amendments; and 5.12.140, open market procedure; to increase to \$25,000 the amount of a contract that the City Manager may execute, and award by open market procedure, without City Council approval – 2nd reading
8. Resolution 01-12-03..... (page 47)
A resolution of the City Council of the City of Cordova, Alaska, directing the City Clerk to prepare and publish a certified copy of the foreclosure list of delinquent real property taxes for the year 2011
9. Resolution 01-12-04..... (page 49)

A resolution of the City Council of the City of Cordova, Alaska, designating asset allocation for investment of the City's General Reserve (Permanent) fund

10. Waive right to protest renewal of liquor licenses for the following..... (page 51)

- a) Alaskan Hotel & Bar – beverage dispensary Lic #40
- b) Alaskan Hotel & Bar – package store Lic #41
- c) Laura's Liquor Shoppe – package store Lic # 911
- d) The Gandy Dancer Bar – beverage dispenser seasonal Lic # 2587
- e) Ambrosia Restaurant – restaurant/eating place Lic #3226

11. Record unexcused absence of Council member James Kacsh from 12/21/11 Regular Council Meeting

H. APPROVAL OF MINUTES - None

I. CONSIDERATION OF BIDS - None

J. REPORTS OF OFFICERS

12. Mayor's Report

13. Manager's Report..... (page 61)

14. City Clerk's Report..... (page 62)

15. Staff Reports

- a. **Josh Hallquist**, COR, Cordova Center Project
- b. **Cathy Sherman**, Cordova Center Phase 2
- c. **John Bitney**, City Lobbyist..... (page 63)

K. CORRESPONDENCE

16. Letter from NOAA with proposed regulations regarding Chinook salmon by-catch..... (page 65)

17. Letters from Mayor to Sen. Murkowski & staff in re Sound Developer..... (page 75)

18. Letter from Kory and Jeannie Blake in re unrestrained animals..... (page 79)

L. ORDINANCES AND RESOLUTIONS

19. Resolution 01-12-01..... (voice vote)(page 80)

A resolution of the City Council of the City of Cordova, Alaska, authorizing the management contract between Providence Health and Services-Alaska and the City of Cordova

20. Resolution 01-12-02..... (voice vote)(page 95)

A resolution of the City Council of the City of Cordova, Alaska, designating capital improvement projects

M. UNFINISHED BUSINESS

21. Performance Deed of Trust Foreclosure policy..... (page 101)

N. NEW & MISCELLANEOUS BUSINESS

22. Council approval of sale of City surplus equipment and vehicles..... (voice vote)(page 105)

23. Pending Agenda and Calendar..... (page 106)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

24. Council Comments

Q. EXECUTIVE SESSION

25. Cordova Center Financial Update

26. Union contract negotiations

27. Personnel matter

R. ADJOURNMENT

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

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

MEMO

DATE: December 27, 2011

TO: City Manager/City Council

FROM: Harbormaster Muma

RE: PWSSC Breakwater Amendment

At their December 14 regular meeting, the Harbor Commission considered the proposal by the PWSSC to amend the City's Corp permit for the construction of a breakwater. After discussion, which included PWSSC representatives, the Harbor Commission voted unanimously to proceed as proposed by the PWSSC for the breakwater amendment.

I have attached a copy of the minutes from the meeting for your information.

Harbor Commission Regular Meeting
Wednesday, December 14, 2011 at 7:00 PM
City Hall Conference Room

- A. Call to Order: The meeting was called to order by Chairman Robert Beedle at 7:03.
- B. Roll Call: In Attendance: Greg LoForte, Robert Beedle, Mike Adams, Max Wiese, Harbormaster Dale Muma, and recording secretary Brandy Griffith.
- C. Approval of Agenda: M/ Loforte, S/ Wiese, V/ Unanimous to approve the agenda.
- D. Approval of previous minutes: M/Wiese, S/ Loforte, V/ Unanimous to approve the minutes of November 9, 2011.
- E. Communications by Visitors: Katrina Hoffman introduced herself as the new CEO of PWSSC.
- F. Harbormaster's Report: Harbormaster Muma reported the removal of the Sound Developer from the Cordova harbor and the expected completion of the Sound Developer clean up by Friday December 16. He is meeting with the city manager tomorrow to discuss the city's responsibility for disposal. The harbor floats suffered damage during the wind storms in November but can likely be repaired before the next fishing season. There were 132 vessel lifts using the travel lift facility this year.
- G. City Council Report: The budget passed, including harbor fee rate increases. Dumpster fees will be shared by the city to account for additional use by the community. \$20,000 each awarded for side walk and new harbor design planning.
- H. Correspondence: None
- I. Old Business: None
- J. New Business: PWSSC Proposal: Motion to proceed as proposed by PWSSC with breakwater improvement amendment. M/ Loforte, S/Wiese, V/ Unanimous to approve the Motion
- K. Audience Participation: RJ Kopchak answered questions about the proposal. Bill Meyers offered ideas about sidewalk construction. Jennifer Gibbons expressed concern over narrowing the harbor entrance. It was discussed.
- L. Commission Comments: Adams expressed a desire to be more proactive in removing derelict vessels from the harbor. Loforte excited about the removal of the Sound Developer. Wiese hopes to see storm damaged floats repaired by summer. Beedle appreciate harbor commission members time and thanks to PWSSC Reps for attending tonight.
- M. Adjournment: M/Loforte, S/Wiese, V/Unanimous to adjourn @ 8:11pm.

Memo

To: City Council
From: Planning Department
Date: 12/30/2011
Re: 2nd Reading of Ordinance authorizing to convey Lots 1-4, Block 42 to Leo Americus

PART I. BACKGROUND:

The first reading of this ordinance was done on October 24th at that time it was decided that the second reading would not occur until all liens had been removed and recorded. All liens have been released by the lien holders and recorded, except one which should be record by the time of this meeting. Below is the time line of this property sale and attached is the documentation from the first reading.

The timeline of the disposal of the Lots 1-4, Block 42 Cordova Original Townsite

1. March 8, 2011; Planning and Zoning Commission recommended disposing of the lot.
2. April 6, 2011; City Council elected to sell the lot by proposal.
3. June 21, 2011; 30 day period proposal period ended
4. July 12, 2011; Planning and Zoning Commission reviewed the proposal and forwarded to City Council
5. July 20, 2011; City Council awards the disposal of Lots 1-4 Block 42 Original Townsite to Leo Americus
6. August 3, 2011; City Council reviews and approves Performance Deed of trust Criteria
7. October 5, 2011; City Council discussed Performance Deed of Trust contract and referred back to staff
8. October 19, 2011; City Council discussed Performance Deed of Trust in executive session
9. October 24, 2011 the first reading of the Ordinance authorizing to convey Lots 1-4, Block 42 to Leo Americus; it was also determined that the second reading would not occur until all liens were removed and recorded.
10. November 2, 2011 council approved the removal of the cities liens on the property
11. November 8, 2011 First National Bank of AK satisfaction of judgment was recorded
12. December 15, 2011 re-conveyance of the Wentworth lien was recorded.
13. December 20, 2011 city release of sales tax and personal property lien was signed by city manager and mail to records office. This will be recorded at or shortly after the January 4, 2012 city council meeting.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1089**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, AUTHORIZING THE SALE OF LOTS ONE THROUGH FOUR, BLOCK
FORTY-TWO, CORDOVA TOWNSITE TO LEO AMERICUS**

WHEREAS, pursuant to CMC 5.22.030, the City of Cordova solicited proposals for the purchase of Lots one through four, Block Forty-two (42), Cordova Townsite (the "Property"); and

WHEREAS, the Council finds that the proposal submitted by Leo Americus is the best proposal for the purchase of the Property; and

WHEREAS, the purchase price proposed by Leo Americus is not less than appraised fair market value of the Property; and

WHEREAS, in selecting the proposal of Leo Americus to purchase the Property, the Council relied on the plan to develop the Property that was part of the proposal, and the disposal of the Property should be conditioned upon the development of the Property in accordance with that plan; and

WHEREAS, there have been presented at this meeting the forms of a Purchase and Sale Agreement, Quit Claim Deed and Performance Deed of Trust that are to be executed in connection with the disposal of the Property by the City, and it appears that such documents are appropriate form and are appropriate instruments for the purposes intended,

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

Section 1. The City Manager is authorized and directed to convey the Property to Leo Americus in accordance with the terms in the Purchase and Sale Agreement. The form and content of the Purchase and Sale Agreement, Quit Claim Deed and Performance Deed of Trust now before this meeting hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the documents as executed,

Section 2. The disposal of the Property authorized by this ordinance is subject to the

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

1st reading: November 2, 2011

2nd reading and public hearing: January 4, 2012

PASSED AND APPROVED THIS 4th DAY OF JANUARY, 2012

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of October ___, 2011 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller"), whose address is P. O. Box 1210, Cordova, Alaska 99574, and LEO AMERICUS ("Purchaser"), whose address is P. O. Box 2112, Cordova, Alaska 99574.

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

WHEREAS, Purchaser will develop the Property for Residential use consistent with plans submitted to and approved by the Cordova City Council; and

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

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

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

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

2. Purchase Price. The purchase price for the Property is SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 12 below) as follows:

(a) Within five (5) business days after execution of this Agreement by all parties, Purchaser shall deposit a fully executed copy of this Agreement, and the sum of FIVE THOUSAND DOLLARS (\$5,000.00) as an earnest money deposit (the "Deposit"), in escrow ("Opening of Escrow") with Pacific Northwest Title of Alaska, Inc. ("Escrow Agent").

(b) In the event the purchase and sale of the Property is consummated as contemplated hereunder, the Deposit shall be retained by Seller and credited against

the Purchase Price at Closing, or otherwise disbursed in accordance with this Agreement.

(c) The balance of the Purchase Price over and above the amount paid by or credited to Purchaser pursuant to Section 2(b) above shall be paid to Seller in immediately available funds at the Closing.

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

4. Title.

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

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

5. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

(a) This Agreement is, and all the documents executed by Seller which are to be delivered to Purchaser at the Closing will be, legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms

and does not and will not violate any provisions of any agreement to which Seller is a party or to which it or the Property is subject.

(b) Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so) and upon the warranties, covenants and representations contained in this Agreement; AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Except as may be set forth in this Agreement, Purchaser hereby waives, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

6. Representations, Warranties and Covenants of Purchaser. Purchaser represents and warrants to Seller that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

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

7. Conditions Precedent to Closing.

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

(1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 14 or Section 15 of this Agreement within the time periods described in said Sections.

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

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

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

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

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

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

(1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 14 or Section 15 of this Agreement within the time periods described in said Sections.

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

(3) There shall be no uncured breach of any of Seller's representations or warranties as set forth in Section 5 or the covenants as set forth in Section 8, as of the Closing.

(4) Seller shall have delivered the items described in Section 9.

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

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

8. Covenants of Seller. Seller hereby covenants with Purchaser, as follows:

(a) After the date hereof and prior to the Closing, no part of the Property, or any interest therein, will be voluntarily sold, mortgaged, encumbered, leased or otherwise transferred without Purchaser's consent which may be withheld in their sole and absolute discretion.

(b) Seller agrees to notify Purchaser promptly of the occurrence of any event which violates any covenant set forth in this Section 8.

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

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

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

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

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

(a) The balance of the Purchase Price, together with such other sums as Escrow Agent shall require to pay Purchaser's share of the Closing costs, prorations, reimbursements and adjustments as set forth in Section 11 and Section 13, in immediately available funds.

(b) A Performance Deed of Trust from Purchaser, as Trustor, to Title Company, as trustee, with Seller as beneficiary, in the form attached hereto as Exhibit D, to secure the obligations of Purchaser to develop the Property.

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

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

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

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

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. In no event will there be any proration of insurance premiums under Seller's existing policies of insurance relating to the Property, and Purchaser acknowledges and agrees that none of Seller's insurance policies (or any proceeds payable thereunder) will be assigned to Purchaser at the Closing, and Purchaser shall be solely obligated to obtain any and all insurance that they deem necessary or desirable. The provisions of this Section 11 shall survive the Closing.

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

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

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

15. Default.

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

event the alleged default is a failure to close the transaction contemplated hereby at the Closing.

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

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

16. Escrow.

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

(b) Deposits into Escrow. Seller shall make its deliveries into escrow in accordance with Section 9. Purchaser shall make his deliveries into escrow in accordance with Section 10. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchaser pursuant to Sections 9 and 10; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.

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

(1) Deliver to Seller the Purchase Price, after satisfying the Closing costs, prorations and adjustments to be paid by Seller pursuant to Section 10 and Section 12, respectively.

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

(3) Deliver to Title Company and Seller the Performance Deed of Trust by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of Alaska and immediately upon recording delivering to Title Company and Seller a conformed copy of the Performance Deed of Trust.

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

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

17. Reciprocal Indemnification.

(a) Seller hereby agrees to indemnify, hold harmless and defend Purchaser from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, charges and costs, incurred by Purchaser by reason of: (i) Seller's breach of any covenants, representations or warranties of Seller contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Seller's failure to duly perform and discharge Retained Liabilities, as defined below. The Retained Liabilities include: (i) any liability the existence of which would constitute a breach of any of Seller's representations or warranties contained in Section 5; and (ii) any expenses, liabilities or obligations relating to the Property or its operation arising from acts, omissions, occurrences or matters that took place prior to the Closing.

(b) Purchaser hereby agrees to indemnify, hold harmless and defend Seller from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, incurred by Seller by reason of: (i) Purchaser's breach of any covenants, representations or warranties of Purchaser contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Purchaser's failure to duly perform the Assumed Liabilities. The Assumed Liabilities include: (i) Seller's obligations and liabilities with respect to the Property or its operation which are expressly assumed in writing by Purchaser pursuant to this Agreement or documents delivered at Closing; and (ii) any expenses, liabilities or obligations relating to the

Property or its operation arising from acts, omissions, occurrences or matters that take place on or after the Closing.

18. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchaser: Leo Americus
P. O. Box 2112
Cordova, Alaska 99574

Escrow Agent: Pacific Northwest Title of Alaska, Inc.
3201 C Street, Suite 110
Anchorage, Alaska 99503

Title Company: Pacific Northwest Title of Alaska, Inc.
3201 C Street, Suite 110
Anchorage, Alaska 99503

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

(n) The parties agree to execute such instructions to Escrow Agent and Title Company and such other instruments and to do such further acts as may be

reasonably necessary to carry out the provisions of this Agreement on terms mutually acceptable to Purchaser and Seller.

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

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

SELLER: CITY OF CORDOVA

By: _____
Mark Lynch, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of October, 2011, by Mark Lynch, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires:_____

PURCHASER: Leo Americus

By: _____
Leo Americus

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of October 2011, by LEO AMERICUS.

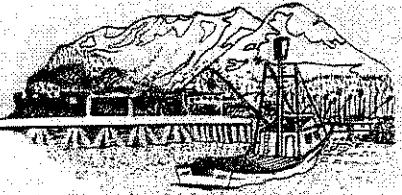
Notary Public in and for Alaska
My commission expires:_____

EXHIBIT A

Legal Description of the Property

Lot 1-4, Block 42, CORDOVA ORIGINAL TOWNSITE, according to the official map and plat thereof, Plat No.1-10, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

CITY OF CORDOVA



SEALED PROPOSAL FORM

All proposals must be submitted by Tuesday, June 21st 2011 @ 5p.m in a sealed envelope.

Property: Lot 1-4, Block 42, Original Townsite; 708 Eighth Street. See attached map.

Name of Proposer Leo Americas
Name of Business _____

Address Box 2112
Cordova, AK 99574

Phone Number (907) 253-3000

Note: All submitted proposals for this property will be reviewed by the Planning & Zoning Commission who will then recommend a proposal to City Council for final review and acceptance. The City Council reserves the right to reject any, part of any or all proposals, or to accept any proposal deemed most advantageous to the City of Cordova.

The chosen proposal will be required to address and provide a Drainage Plan for this property, which will be reviewed and approved by the Public Works and Planning Departments prior to a Building permit being issued.

The minimum price that will be accepted for Lot 1-4, Block 42, Original Townsite; 708 Eighth Street is \$45,000. This is the Fair Market Value determined by a qualified appraiser licensed by the State of Alaska. If the successful proposal amount is greater than the appraised value, then that shall be the amount paid for the property. In no event shall the winning bid amount be less than Fair Market Value.

Proposed Price \$65,000

The applicant shall be responsible for all fees and costs the City incurred to third-parties in the transaction, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per City of Cordova Municipal Code section 5.22.100.

Please review the attached section of Code for the allowable uses within the Medium Density Residential Zone.

Additional Information required (Please attach separately)

1. Please describe the proposed use of this lot?
2. Please describe the type of building(s) you're proposing to develop.
3. What is the proposed square footage of the building(s)? Please provide a rough sketch of your building(s) layout on the attached drawing of this lot.
4. What is the benefit of the proposed development to the community?
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?
7. How will you resolve any drainage issues arising from the addition of fill material?

Please address to:

**City of Cordova
Planning Department
C/O Sealed Proposals
Lots 1-4, Block 42; O.T.
P.O. Box 1210
Cordova, Alaska 99574**

Chapter 18.24 - R MEDIUM DENSITY RESIDENCE DISTRICT

Sections:

18.24.010 - Permitted uses.

18.24.020 - Building height limit.

18.24.030 - Lot area.

18.24.040 - Front yard.

18.24.050 - Rear yard.

18.24.060 - Side yard.

18.24.010 - Permitted uses.

The following uses are permitted in the R medium density district:

- A. One-family, two-family and multiple-family dwellings;
- B. Boardinghouses;
- C. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;
- D. Require off-street parking.

(Prior code § 15.204.2(A)).

18.24.020 - Building height limit.

The maximum building height in the R medium density district shall be three and one-half stories but shall not exceed forty-five feet.

(Prior code § 15.204.2(B)).

18.24.030 - Lot area.

- A. The minimum lot area in the R medium density district shall be four thousand square feet and the minimum lot width shall be forty feet.
- B. The minimum lot area for dwellings in the R medium density district shall be:
 - 1. For a one-family dwelling, four thousand square feet per dwelling unit;
 - 2. For a two-family and three-family dwelling, two thousand square feet per dwelling unit;
 - 3. For a multiple-family dwelling unit with four to seven dwelling units, one thousand six hundred square feet per dwelling unit;
 - 4. For a multiple-family dwelling with eight or more dwelling units, one thousand square feet per dwelling unit.

(Prior code § 15.204.2(C)).

18.24.040 - Front yard.

There shall be a front yard in the R medium density district of not less than ten feet from curb line.

(Prior code § 15.204.2(D)).

18.24.050 - Rear yard.

There shall be a rear yard in the R medium density district of not less than twenty-five percent of the depth of the lot but such yard need not exceed fifteen feet.

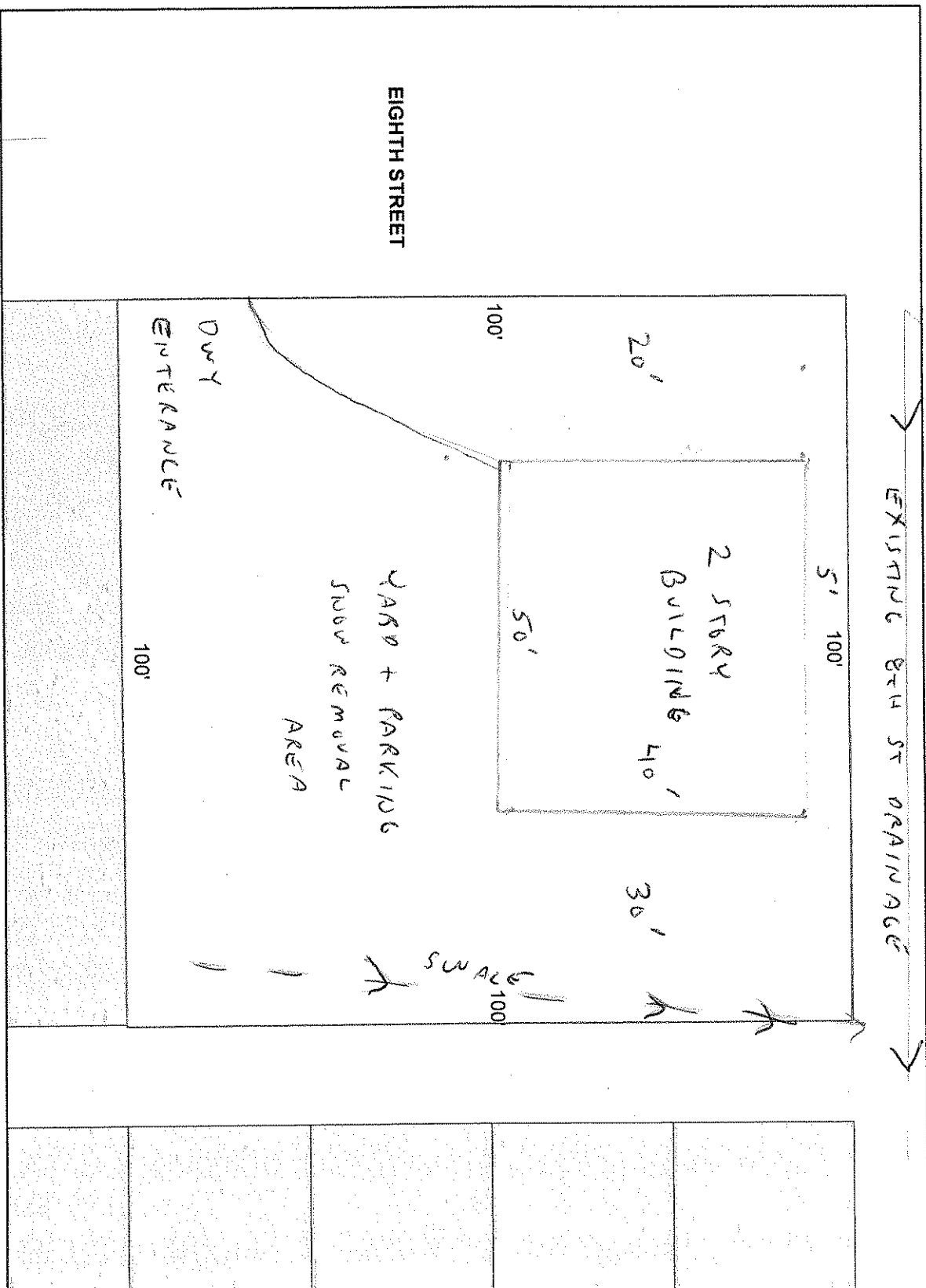
(Prior code § 15.204.2(F)).

18.24.060 - Side yard.

- A. There shall be a side yard in the R medium density district of not less than five feet. The minimum side yard on the street side of a corner shall be ten feet.
- B. The following additional requirements shall apply to two-family and multiple-family dwellings in the R medium density district:
 - 1. In case the building is so located on the lot that the rear thereof abuts one side yard and front abuts the other, the side yard along the rear of the building shall have a minimum width of twelve feet and the side yard along the front of the building shall have a minimum width of ten feet.
 - 2. For multiple-family dwellings the minimum side yards required shall be increased one foot for each dwelling unit over four.

(Prior code § 15.204.2(E)).

Lots 1-4, Block 42, Original Townsite
 **This depiction is showing Lots 1-4 as one singular lot strictly for the purposes of drawing your intended plan. There are four 25' X 100' (2,500 square foot) lots for a total of 10,000 square feet.



This map was created for illustration purposes only, it was not intended to be used as a survey instrument.

This map was created by the Planning Department on May 17th 2011 for the property disposal packet.

May 28, 2011

I am attaching this letter to cover the additional information required to purchase Lots 1-4 Block 42, Original Townsite.

1. The lot will be used to construct a two story residential building. The building will be set up with primary residence on second floor. An efficiency style apartment on ground floor.

The site has several issues limiting its use. The existing 1 1/4 inch water service services all of Eighth Ave. A multi family unit could affect the water service for all the existing units. The lot is situated on the east side of Eighth Ave. This makes the lot significantly lower than the street. Access to the lot is limited to the south west corner. All vehicle traffic would be here. This would become an annoyance to the resident of Lot 5. Parking would also be limited as it could not be directly from the street.

2. I am proposing a two story residential building.

Primary residence on second floor, with a shop efficiency unit on ground floor.

3. The building will be around 4,000 sq. ft.

4. I will build a high quality building adding value to the tax rolls. The building will provide two additional residences. I will continue to reside in the community and try to provide timely and affordable survey services in Cordova. Local labor would be used in the construction.

5. The improvements when completed should be around \$400,000.

6. Due to changes in my personal life I am needing to sell my present home within the next two years. Should I acquire this lot I would begin immediately to sell my present home and move forward on construction of a new home.

7. I have visited the lot several times. After consulting with the city water and sewer department I believe a lot of fill would not be needed for construction. I plan to place some fill to bring the driveway up and to match the existing grade of Lot 5. I propose to build a drainage swale along the east side of the lot. Any runoff could be diverted to the existing drainage running along the north side of Lot 1 and Lot 20 Block 42. This is the drainage that is already in place.

Thank you
Leo Americus

EXHIBIT C
Form of Quitclaim Deed

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording, return to:

Thomas F. Klinkner
Birch Horton Bittner & Cherot
1127 West 7th Avenue
Anchorage, AK 99501

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to LEO AMERICUS, whose address is P. O. Box 2112, Cordova, Alaska 99574, all interest which Grantor has, if any, in the following described real property:

Lot 1-4, Block 42, CORDOVA ORIGINAL TOWNSITE, according to the official map and plat thereof, Plat No.1-10, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

DATED this _____ day of October 2011.

GRANTOR:

CITY OF CORDOVA

EXHIBIT; DO NOT SIGN

Mark Lynch, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of October, 2011, by Mark Lynch, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

EXHIBIT; DO NOT SIGN

Notary Public in and for Alaska
My commission expires: _____

EXHIBIT D
Form of Performance Deed of Trust

CORDOVA RECORDING DISTRICT

**Recording requested by and
after recording, return to:**

**Thomas F. Klinkner, Esq.
BIRCH HORTON BITTNER & CHEROT
1127 W. 7th Avenue
Anchorage, AK 99501**

PERFORMANCE DEED OF TRUST

This PERFORMANCE DEED OF TRUST (this "Deed of Trust") is made this _____ day of October, 2011 (the "Effective Date"), by LEO AMERICUS (the "Trustor"), whose address is P.O. Box 2112, Cordova, Alaska 99574, to PACIFIC NORTHWEST TITLE OF ALASKA (the "Trustee"), whose address is 3201 C Street, Suite 110, Anchorage, Alaska 99503-3961, for the benefit of the CITY OF CORDOVA (the "Beneficiary"), whose address is P.O. Box 1210, Cordova, Alaska 99574.

1. GRANT. In consideration for the acceptance by Trustee of the trust hereunder, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the obligations of Trustor described herein, Trustor hereby grants, bargains, sells, and conveys to Trustee, in trust, with the power of sale, all of Trustor's estate, right, title, and interest in and to the following property:

Lot 1-4, Block 42, CORDOVA ORIGINAL TOWNSTIE, according to the official map and plat thereof, Plat No.1-10, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust (collectively, the "Property").

2. COMMENCEMENT AND SUBSTANTIAL COMPLETION OF CONSTRUCTION; OPERATIONAL OBLIGATIONS. On or before the date five (5) years after the Effective Date, Trustor shall substantially complete construction of a Residential Dwelling and any and all appurtenances and accessions thereto as required in the plan referenced in the Purchase and Sale Agreement for this Property between Trustor and Beneficiary (hereinafter referred to as the "Project"). For purposes of this Section 2 and Section 7.2 hereof, the term "substantially complete" shall mean the

stage of progress of construction when the Project, including without limitation its structure, façade and windows, roof, heating, plumbing, and lighting, are sufficiently complete so that Trustor can occupy and use the Project for its intended purposes.

3. COMPLIANCE WITH LAWS. Trustor shall comply with all federal, state, and local laws affecting the Property, neither commit nor permit any illegal act thereon or waste thereof, and shall keep all improvements on the Property in good working condition and repair.

4. WARRANTIES AND COVENANTS OF TRUSTOR. Trustor warrants, covenants, and agrees as follows:

4.1 Warranties. Trustor has full power and authority to grant the Property to Trustee.

4.2 Preservation of Lien. Trustor will preserve and protect the priority of this Deed of Trust as a first lien on the Property.

4.3 Construction. Trustor shall commence and complete construction of the Project, and will otherwise fulfill all of his covenants and obligations to Beneficiary relating in any way to such construction, in accordance with the terms and conditions of this Deed of Trust.

4.4 Right of Inspection. Trustor shall permit Beneficiary, or its agents, at all reasonable times, to enter upon and inspect the Property for purposes of ensuring Trustor's compliance with this Deed of Trust.

4.5 Further Assurances. Trustor will, at his own expense, from time to time execute and deliver any and all instruments of further assurance and do any and all such acts, or cause the same to be done, as Trustee or Beneficiary deem necessary or advisable to grant to Trustee the Property or to carry out more effectively the purposes of this Deed of Trust.

4.6 Legal Actions. Trustor will appear in and defend any action or proceeding before any court or administrative body purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and will pay all costs and expenses, including cost of evidence of title, title insurance premiums, and any fees of attorneys, appraisers, environmental inspectors, and others, incurred by Beneficiary or Trustee, in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust and in any nonjudicial foreclosure of this Deed of Trust.

4.7 Taxes, Assessments, and Other Liens. Trustor will pay with interest, not later than the due date, all taxes, assessments, encumbrances, charges, and liens on the Property or any part thereof which at any time appear to be or are alleged to be

prior and superior hereto, including without limitation any tax on or measured by rents of the Property, this Deed of Trust, or any obligation or part thereof secured hereby.

4.8 Expenses. Trustor will pay all costs, fees, and expenses reasonably incurred by Beneficiary or Trustee in connection with this Deed of Trust.

4.9 Sale, Transfer, or Encumbrance of Property. Subject to Section 7 hereof, Trustor shall not, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, sell, transfer, or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein, or agree to do any of the foregoing. Consent to any one such occurrence shall not be deemed a waiver of the right to require consent to any future occurrences.

5. DEFAULT. In the event Trustor fails to commence or substantially complete the construction of the Project within the times set forth in Section 2 hereof, or if Trustor violates any other term of this Deed of Trust, Beneficiary may declare Trustor to be in default of this Deed of Trust without any notice or demand of any kind, both of which are hereby expressly waived.

6. REMEDIES UPON DEFAULT.

6.1 Foreclosure of Deed of Trust. Upon the occurrence of any event of default under this Deed of Trust, all sums secured hereby shall become immediately due and payable, without notice or demand at the option of Beneficiary, and Beneficiary may cause the Property to be sold by foreclosing this Deed of Trust in any manner then permitted by law. Trustee may act as agent for Beneficiary in conducting any such sale.

6.2 Liquidated Damages. Trustor agree that Beneficiary has sold the Property to Trustor for SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00), and that part of the consideration for the sale was Trustor's completion of the Project, which benefits the public interest, including without limitation the economy of the City of Cordova. The parties understand the impracticality and difficulty of fixing Beneficiary's actual damages in the event of Trustor's default, and the parties therefore agree that TWENTY-ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$21,450.00) represents a reasonable estimate of the actual damages that Beneficiary would incur. This amount shall be the amount stated in any notice of default and sale that Trustee shall record as the amount due and owing to Beneficiary for Trustor's breach of his obligation under this Deed of Trust.

6.3 No Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare an event of default for failure to do so.

6.4 Remedies Cumulative. The rights and remedies accorded by this Deed of Trust shall be in addition to, and not in substitution of, any rights or remedies

available under now existing or hereafter arising under applicable law, in equity, or otherwise. All rights and remedies provided for in this Deed of Trust or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently or successively. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any default shall not constitute a waiver of any subsequent or other default.

7. TRUSTEE.

7.1 General Powers and Duties of Trustee. At any time or from time to time, upon an event of default, without liability therefor and without notice and without affecting the liability of any person for the payment of the indebtedness secured hereby, and only upon written request of Beneficiary, payment of its own fees and presentation of this Deed of Trust, Trustee may:

7.1.1 Join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; or

7.1.2 Reconvey, without warranty, all or any part of the Property.

7.2 Reconveyance. Upon the Trustor's satisfactory performance of the obligations set forth in Section 2 hereof, Beneficiary shall request Trustee to reconvey the Property. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and any attorneys' fees and costs. Beneficiary may charge such person or persons a fee for reconveying the Property.

7.3 Powers and Duties on Default. Upon written request therefor by Beneficiary specifying the nature of the default, or the nature of the several defaults, and the amount or amounts due and owing, Trustee shall execute a written notice of default and of its election to cause the Property to be sold to satisfy the obligation secured hereby, and shall cause such notice to be recorded and otherwise given according to law.

Notice of the sale shall have been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place of sale specified in the notice, as provided by statute, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at the time of sale. Trustor agree that such a sale (or a sale pursuant to judicial foreclosure) of all the Property as real estate constitutes a commercially reasonable disposition thereof. Trustee may postpone the sale of all or any portion of the Property, and from time to time thereafter may postpone such sale, as provided by statute. Trustee shall deliver to the purchaser its deed and bill of sale conveying the Property so sold, but without any

covenant or warranty, express or implied. The recital in such deed and bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee, including Trustor or Beneficiary, may purchase at such sale.

After deducting all of the costs, fees and expenses of Trustee and of this trust, including the cost of title search and title insurance and reasonable attorneys' fees in connection with the sale, Trustee shall apply the proceeds of sale to payment of all sums secured hereby in such order as Beneficiary may determine; and the remainder, if any, to the party or parties entitled thereto.

7.4 Acceptance of Trust. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

7.5 Reliance. Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this Deed of Trust, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

7.6 Replacement of Trustee. Beneficiary may, from time to time, as provided by statute, appoint another trustee in place and stead of Trustee herein named, and thereupon Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder, with the same effect as if originally named Trustee herein.

8. HAZARDOUS SUBSTANCES.

8.1 Covenants and Agreements. Trustor hereby covenants and agrees as follows:

8.1.1 Trustor will not cause or permit any Hazardous Substance to be brought upon, kept, used or generated by Trustor, his associates, successors, assigns, heirs, agents, employees, contractors or invitees, in the operation of the Property unless the use or generation of the Hazardous Substance is necessary for the reasonable use of Trustor's residence and is in compliance with all Environmental Laws.

8.1.2 Trustor will at all times and in all respects use his best effort to comply with all Environmental Laws. Trustor's duty of compliance with Environmental Laws includes without limitation the duty to undertake the following specific actions: (1) Trustor will, at own his expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (2) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, any and all Hazardous Substances to be treated and/or disposed by Trustor will

be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

8.1.3 At any time, and from time to time, if Trustee so requests, Trustor shall produce a report with an environmental review, audit, and/or assessment relating to the Property at the sole cost and expense of Trustor, by an independent environmental consultant selected by Trustor and not objected to by the Trustee in writing within 30 days after receipt of notification of Trustor's selection.

8.1.4 Trustor will, at his sole expense, take all actions as may be necessary or advisable for the clean-up of Hazardous Substances on or with respect to the Property, including without limitation all removal, containment and remedial actions in accordance with all applicable laws, and shall further pay or cause to be paid all clean-up, administrative and enforcement costs of governmental agencies with respect to Hazardous Substances on or with respect to the Property if obligated to do so by contract or by law. Trustor will immediately notify the Trustee should Trustor (1) become aware of any actual or potential liability with respect to Hazardous Substances stored, disposed or released in, on or about the Property, (2) receive any notice of, or become aware of, any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance rule, regulation or other law pertaining to Hazardous Substances, (3) receive any written request for information or for an inspection of the Property by any governmental authority with respect to any Hazardous Substances or Environmental Laws, or (4) become aware of any lien or action with respect to any of the foregoing. Trustee may require from Trustor assurances that Trustor is taking all actions as may be reasonably required for the clean-up of Hazardous Substances in or with respect to any of the Property; provided, that for all purposes under this Section, Trustor shall, upon the Trustee's request therefor, provide the Trustee with, and the Trustee shall be fully protected in relying upon, without further investigation or further duty to determine whether any removal, containment and/or remedial actions are satisfactory, either (A) the written approval of such actions by any independent environmental consultant selected by Trustor and not objected to in writing by Trustee or Beneficiary within 30 days after receipt of notification of Trustor's selection; or (B) written notice from Trustor that he is contesting in good faith any such requirement by appropriate legal proceedings.

8.2 Definitions. As used in this Section 8:

8.2.1 “Environmental Laws” means all laws and regulations, now or hereafter in effect, with respect to Hazardous Substances, including without limitation the Comprehensive Environmental response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.), and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), and any state or local similar laws and regulations and any so-called local, state or federal “superfund” or “superlien” law.

8.2.2 “Hazardous Substance” means any substance or material now or hereafter defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term, by any Environmental Laws.

9. CONDEMNATION. Trustor shall promptly notify Beneficiary of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property or any part thereof, and Trustor shall appear in and prosecute any such action or proceeding unless otherwise directed by Beneficiary in writing. Upon the occurrence and continuance of a default under this Deed of Trust, Trustor authorizes Beneficiary, at Beneficiary’s option, as attorney-in-fact for Trustor, to commence, appear in, and prosecute, in Beneficiary’s or Trustor’s name, any action or proceeding relating to any condemnation or other taking of the Property whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking.

10. MISCELLANEOUS.

10.1 Time of Essence. Time is of the essence of this Deed of Trust.

10.2 Binding Upon Successors and Assigns. Subject to the provisions of applicable law with respect to successor trustees, this Deed of Trust shall be binding on and inure to the benefit of the parties, his successors and assigns.

10.3 Beneficiary's Right to Perform Obligations of Trustor. If Trustor fails to perform the covenants and agreements contained or incorporated in this Deed of Trust, or if any action or proceeding is commenced which affects the Project or title thereto or the interest of Beneficiary therein (including without limitation any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding or eminent domain proceeding), then Beneficiary, at Beneficiary’s option may make such appearance, disburse such sums, and take such action as Beneficiary deems necessary in its sole discretion, to protect Beneficiary’s interest, including without limitation (i) disbursement of attorneys’ fees and expenses; (ii) entry upon the Property to make repairs; and (iii) procurement of satisfactory insurance. Trustor shall reimburse

Beneficiary for all reasonable costs incurred by Beneficiary in taking any said action, together with interest from the date of expenditure until repaid at two percent per annum over the rate of interest announced by the Trustee as its prime rate from time to time, but in any event, not greater than the maximum rate of interest permitted by Alaska law. Such sums shall become a part of the obligations of Trustor secured by this Deed of Trust and be payable by Trustor on demand. Trustor agrees that the amounts described in this section constitute necessary expenditures for the preservation of Beneficiary's security and, to the extent permitted by law, such amounts shall have a lien priority date as of the date of recording of this Deed of Trust.

Such action by Beneficiary shall not constitute a waiver of the default or any other right or remedy which Beneficiary may have on account of Trustor's default. Nothing in this Section 10.3 shall require Beneficiary to incur any expense or take any action.

10.4 Notices. Notices under this Deed of Trust shall be in writing and shall be sufficiently given if addressed and mailed by first-class, certified, or registered mail, postage prepaid, to a party at the address set forth above, or such other address as a party may indicate by written notice to the others. All notices shall be deemed served upon deposit of such notice in the United States Postal Service in the manner above provided.

10.5 Captions. All captions used in this Deed of Trust are intended solely for convenience of reference and shall not limit, expand or otherwise affect any of the provisions of this Deed of Trust.

10.6 Invalid Provisions to Affect No Others. If any of the provisions contained in this Deed of Trust shall be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions contained herein shall not be affected thereby.

10.7 Changes in Writing. This Deed of Trust and any of its terms may only be changed, waived, discharged, or terminated by a writing signed by Beneficiary.

10.8 Applicable Law. This Deed of Trust, and the terms and conditions herein shall be construed, applied, and enforced in accordance with the laws of the State of Alaska.

10.9 Parties Interested Herein. Nothing in this Deed of Trust, express or implied, is intended or shall be construed to give to any person, other than Trustor, Beneficiary, and Trustee any right, remedy or claim under or by reason of this Deed of Trust. The covenants, stipulations and agreements in this Deed of Trust contained are and shall be for the sole and exclusive benefit of Trustor, Beneficiary, and Trustee, and his successors and assigns.

IN WITNESS WHEREOF, the Trustor has executed this Agreement as of the date first above written.

TRUSTOR:

LEO AMERICUS

EXHIBIT; DO NOT SIGN

By: _____
Leo Americus

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of October, 2011, by Leo Americus.

EXHIBIT; DO NOT SIGN

Notary Public in and for Alaska
My commission expires: _____

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: December 28, 2011

TO: Mayor and City Council

SUBJECT: Substitute Ordinance 1091

Substitute Ordinance 1091 passed at first reading on December 21, 2011.

Ordinance 1091 was before you for first reading at the December 7, 2011 meeting. Council had concerns about the wording of the ordinance and referred it to staff. Tom Klinkner had written this ordinance and so he edited it, in a way that captured Council's concern. It came back as Substitute Ordinance 1091 and is now before you for a public hearing and second reading.

Recommended Motion: Move to approve Substitute Ordinance 1091

Required Action: Majority roll call vote or approval of the consent calendar

**CITY OF CORDOVA, ALASKA
SUBSTITUTE ORDINANCE 1091**

**AN ORDINANCE OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING A
BORROWING IN ANTICIPATION OF THE RECEIPT OF REVENUES OF THE CITY
IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,793,918.60 TO
FINANCE PART OF THE COST OF THE CORDOVA CENTER PROJECT; AND
PROVIDING FOR RELATED MATTERS.**

WHEREAS, the City of Cordova (the "City") has determined that it is necessary and desirable that the Cordova Center Project (the "Project") be acquired and constructed; and

WHEREAS, the City will fund a portion of the cost of the Project through a grant from the *Exxon Valdez* Oil Spill Trustee Council in the amount of \$7,000,000; and

WHEREAS, the City has appropriated the sum of \$7,000,000 from grant funds to be received from the *Exxon Valdez* Oil Spill Trustee Council to pay costs of the Project; and

WHEREAS, under Article VI, Section 6-2 of the City Charter, the City has the power to borrow money to meet appropriations for any fiscal year in anticipation of the collection of revenues for that year, when authorized by the council by ordinance, and without submitting the question to the voters; and

WHEREAS, in accordance with Article VI, Section 6-2 of the City Charter, the principal amount of the loan, combined with the outstanding principal amount of all other revenue anticipation indebtedness of the City, does not exceed \$2,793,918.60, which is one percent of the assessed value of all real and personal property in the City; and

WHEREAS, it is necessary and in the best interest of the City that City borrow the sum of \$2,793,918.60 in anticipation of the collection of revenues to meet the appropriation from grant funds to be received from the *Exxon Valdez* Oil Spill Trustee Council to pay costs of the Project.

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

Section 1. the City Council of the City of Cordova, Alaska, hereby authorizes the borrowing by the City of the sum of not to exceed \$2,793,918.60 in anticipation of the collection of revenues to meet the appropriation from grant funds to be received from the *Exxon Valdez* Oil Spill Trustee Council to pay costs of the Project. The loan shall mature no later than the end of the fiscal year following the fiscal year in which the term of the loan commences.

Section 2. The City Manager is authorized to negotiate a contract for the loan which is in the best interest of the City, such contract to be subject to approval by the Council by resolution.

Section 3. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of

the City of Cordova, Alaska, and published in the Cordova Times, a newspaper of general circulation in the City, within ten (10) days after its passage.

1st reading: December 21, 2011

2nd reading and public hearing: January 4, 2012

PASSED AND APPROVED THIS 4th DAY OF JANUARY, 2012.

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: December 28, 2011

TO: Mayor and City Council

SUBJECT: Ordinances 1092 & 1093

These ordinances passed first reading on December 21, 2011, however, Council asked for more information before second reading. There was a Council work session on December 27, 2011 at which City Attorney Holly Wells explained a proposed timeline of events that included ordinance changes such as these two in a very strategic manner that would help to accomplish the management contract between the City and Providence for CCMC. These ordinances are before you now for public hearing and second reading.

Recommended Motion: Move to approve Ordinances 1092 & 1093

Required Action: Majority roll call vote or approval of the consent calendar

MEMORANDUM

TO: CITY OF CORDOVA CITY COUNCIL

FROM: HOLLY C. WELLS, BIRCH HORTON BITTNER & CHEROT

RE: ORDINANCES 1092 AND 1093

CLIENT: CITY OF CORDOVA, ALASKA

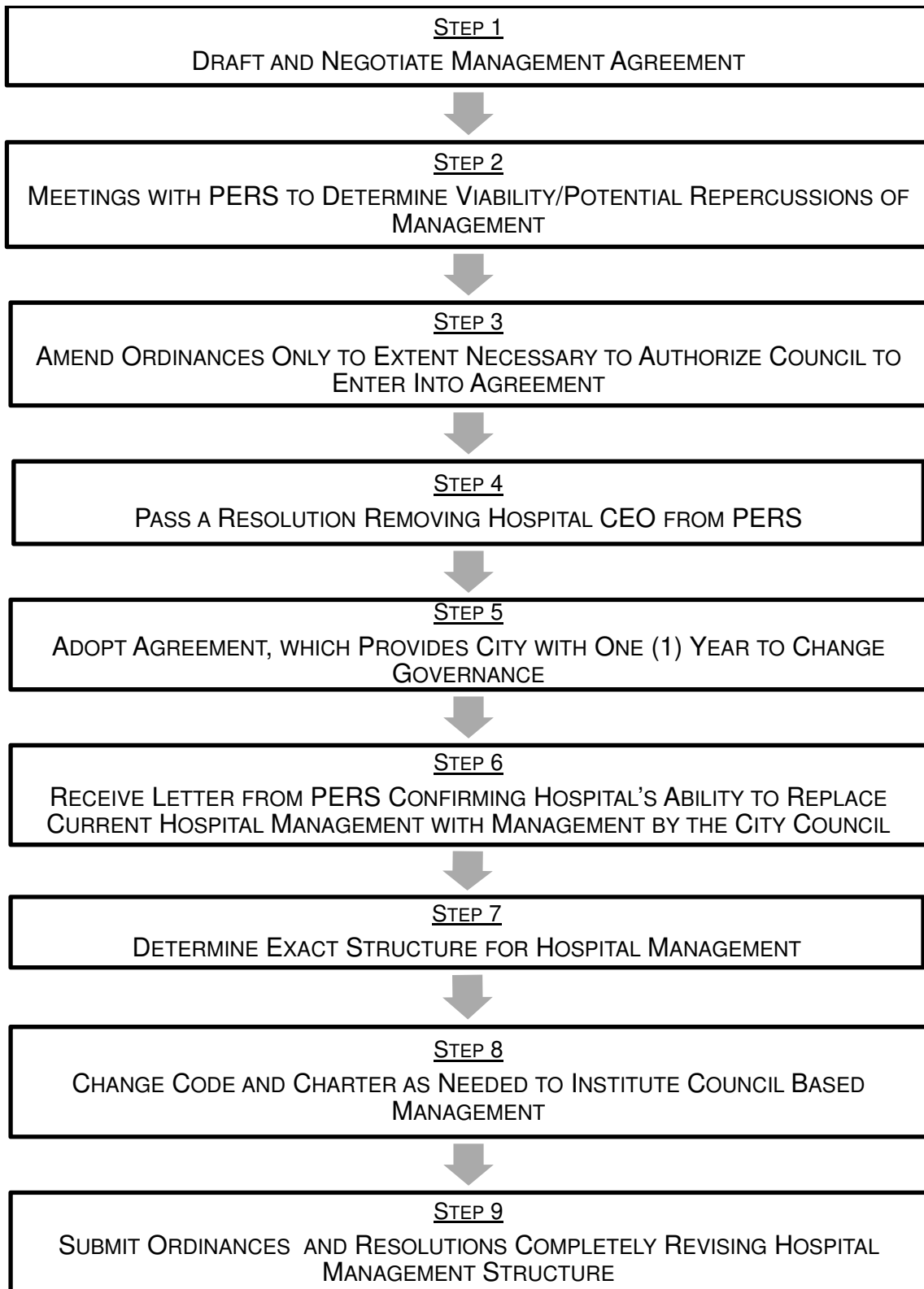
FILE NO.: 401,777.194

DATE: DECEMBER 14, 2011

Purpose of City of Cordova Ordinances 1092 and 1093

The City of Cordova ("City") Administration has been working diligently to negotiate an agreement with Providence Medical Center ("Providence") for the management of the Cordova Community Medical Center ("CCMC"). The Administration hopes that private management of the hospital will result in more efficient, available, and cost-effective medical services for the community. City Ordinance 1092 is designed to unequivocally authorize the City Council to engage the services of a hospital management company, whether it be Providence or some other entity in the future. City Ordinance 1093 serves to amend the City Municipal Code to increase the City Manager's ability to authorize purchases without Council approval from \$15,000 to \$25,000. The latter amendment will ultimately permit the City Manager to provide Providence, or any other management company employed by the City, with the authority to purchase supplies and services as needed so long as the cost of such supplies and services do not exceed \$25,000. If these amendments are approved by the Council, the City Administration intends to put forth an agreement for management services between Providence and the City at the next regular meeting. The terms of the agreement are currently being reviewed by the Health Services Board.

**STEP BY STEP PROCESS
FOR
HOSPITAL MANAGEMENT TRANSITION**



**CITY OF CORDOVA, ALASKA
ORDINANCE 1092**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
ENACTING CORDOVA MUNICIPAL CODE 14.28.005, DEFINITIONS; AND AMENDING
CORDOVA MUNICIPAL CODE 14.28.010, COMMUNITY HEALTH SERVICES BOARD,
14.28.020, ADMINISTRATION, AND 14.28.050, SCHEDULE OF REVENUE, TO PROVIDE
FOR THE CITY COUNCIL TO CONTRACT FOR ADMINISTRATION OF THE CORDOVA
COMMUNITY MEDICAL CENTER**

WHEREAS, the City of Cordova, Alaska (“City”) is hoping to streamline operations of the Cordova Community Medical Center (“Hospital”) and reduce the amount of revenue lost by the Hospital annually; and

WHEREAS, it is in the City’s best interest to employ a management company to ensure the efficient and cost effective management of the Hospital; and

WHEREAS, the City Council anticipates that the use of a management company will also increase the quality and availability of medical services in the community; and

WHEREAS, Cordova Municipal Code Section 14.28 did not provide for the use of a management company by the City;

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

Section 1. Cordova Municipal Code 14.28.005, Definitions, is enacted to read as follows:

14.28.005 - Definitions. As used in this chapter:

“Administrator” means a city employee appointed by the city to administer the CCMC, a contract administrator or, where the context requires, the employee that the contract administrator designates as administrator of the CCMC.

“Board” means the community health services board.

“CCMC” means the Cordova Community Medical Center, which consists of an acute care hospital, long term care facility and clinic, and other health care facilities operated by the city.

“Contract administrator” means an entity with whom the city contracts to administer and/or manage the CCMC.

Section 2. Cordova Municipal Code 14.28.010, Community health services board, is amended to read as follows:

14.28.010 - Community health services board.

A. There shall be a board known as the community health services board which shall be composed of seven voting members, including specifically at least one city council member, who shall also serve as liaison to the city council, and one member of the tribal council of the Native Village of Eyak. No employee of the CCMC or the administrator ~~city medical center or subsidiary~~ shall be eligible to serve on the board. Members of the board shall be appointed by the mayor and confirmed by the city council for three years; except, however, that in the first instance, three shall be appointed for three years, two for two years, and two for one year.

A subcommittee of the board to provide guidance to the mental health and alcohol programs and develop and present the mental health and alcohol budget to the board shall be appointed by the board. At least one of the subcommittee members shall be a voting board member.

B. General Powers. Subject to state and municipal law and the authority of the city council, the board shall be responsible for the operations of Cordova Community Medical

Center, and of all medical centers, clinics, and other public health facilities owned or operated by the city, and shall make and enforce all rules and regulations necessary for the administration of Cordova Community Medical Center, and all medical centers, clinics, and other public health facilities operated by the city, and shall prescribe the terms under which patients shall be admitted thereto. Standards of operation shall be established and enforced, to the extent possible, by the board. The board shall advise the city council on all matters regarding community health problems in and around the city. To the extent approved by the city council, the powers of the board may be delegated to a contract administrator.

C. Adoption of By-laws. The board shall adopt by-laws for the administration and government of hospitals, medical centers, clinics, and other community health facilities. Adoption of the by-laws by the board shall be subject to approval of the by-laws by the city council.

D. Organization. The board shall elect annually from its members a president, a vice-president and secretary and such other officers as it deems necessary. The board shall establish such committees and shall assign such duties and responsibilities to the committees as it deems necessary.

E. Vacancies. When a vacancy on the board exists the mayor shall be notified immediately and the mayor shall appoint a new member for the unexpired term, the appointment to be confirmed by the city council.

F. Removal. The city council may remove a member of the board upon fifteen days' written notice of removal to the board member.

G. Meetings. The board shall meet at least once each month at a time and place to be designated by the board, and notice of and agenda of all meetings shall be posted at a public location in the CCMC ~~medical center~~, and at the city hall. All meetings of the board shall be open to the public; except that the board may meet in executive session, pursuant to notice, to discuss:

1. Matters the immediate knowledge of which would clearly have an adverse effect upon the finance of the government unit;
2. Subjects that tend to prejudice the reputation and character of any person; provided, that the person may attend the discussion and request a public discussion;
3. Matters which, by law, municipal charter or ordinance, are required to be confidential;
4. Matters involving consideration of governmental records that by law are not subject to disclosure;
5. Direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations.

H. Reports. The board shall, on or before sixty days prior to the end of the fiscal year, submit to the city council a detailed and itemized estimate of revenues and a detailed and itemized budget for the next fiscal year.

I. Membership in Association. The board may maintain membership in any local, state, or national group or association organized and operated for the promotion of the public health and welfare or the advancement of the efficiency of medical center and community health facilities administration and in connection therewith, pay dues and fees thereto.

Section 3. Cordova Municipal Code 14.28.020, Administration, is amended to read as follows:

14.28.020 - Administration.

A. All personnel necessary to operate the CCMC , ~~except for employees of a contract administrator, medical center or community health facilities~~ shall be subject to personnel, pay, and classification plans for CCMC ~~city medical center~~ employees. The board may recommend personnel, pay, or classification plans to the city council, as well as other personnel policies, statements, or resolutions. No personnel, pay, or classification plan is effective unless and until it is approved by the city council. All contracts for nonmedical services which obligate the CCMC ~~Cordova Community Medical Center~~ in excess of ~~ten~~ Twenty-Five ~~Thousand~~ Thousand ~~Dollars~~, including contracts for professional or consulting services, must be approved in advance by the city council.

B. ~~Medical Center~~ Administrator. The administrator shall be the chief executive officer of the CCMC ~~health services system shall be the health services administrator.~~

1. Appointment and Termination of Administrator. The ~~health services administrator (or acting)~~ shall be appointed by the city council and may be terminated by the city council. In determining whether to appoint or terminate an individual, the city council shall consult with the community health services board. ~~The city council and the board shall each adopt a procedure by which the administrator will be evaluated by the city council and by the board. The~~ If a city employee, the health services administrator is subject to the CCMC ~~medical center classification and pay plans approved and adopted by the city council.~~

2. Duties and Responsibilities of the Administrator. The administrator is responsible for the overall supervision of the affairs of the CCMC ~~health services system~~. The administrator's or management company's authority and duties shall include without limitation, the following:

- a. To be responsible for carrying out all applicable laws and ordinances and the terms of all grants received by the health services system;
- b. To be responsible for carrying out policies established by the board and, if necessary, approved or adopted by the city council;
- c. To prepare and submit to the board a detailed and itemized estimate of revenues and a detailed and itemized budget at least ninety days prior to the end of the fiscal year, for the next fiscal year;
- d. To prepare and submit to the board a plan of organization for the personnel and others concerned with the CCMC ~~medical center~~;
- e. To select, employ, control, and discharge all CCMC ~~city medical center~~ employees subject to the provisions of any CCMC ~~center~~ personnel plans;
- f. To work with the professional staff and with those concerned with the rendering of professional services to the end that the best possible care may be rendered to all patients;
- g. To prepare such reports as may be required on any phase of medical center activity;
- h. To attend all meetings of the board and standing committees established by the board, except where otherwise specified;
- i. To supervise all purchasing of equipment and supplies in accordance with policy and procedures established by the board and approved by the city council;
- j. To perform any other duty that may be necessary in the best interest of the city medical center system.

Section 4. Cordova Municipal Code 14.28.050, Schedule of revenue, is amended to read as follows:

14.28.050 - Schedule of revenue. Finances of the ~~CCMC various community health facilities owned or leased by the city and operated under the direction of the community health services board~~ shall be in accordance with city, state and federal laws and regulations, those regulations generally prescribed by any accrediting associations as may apply and as the city council and board determines to accept. For all checks issued from ~~CCMC medical center~~ funds, two signatures shall be required. The ~~health services board~~ may, by board policy, establish a monetary cap and checks exceeding the monetary cap shall require the signature of the administrator and a member of the board and checks not exceeding the monetary cap shall require the signature of the administrator and a CCMC employee to be designated by the ~~board HSB~~. In absence of the health services administrator checks shall be signed as established by board policy.

A. Schedule of Charges. A schedule of revenue for each classification as incorporated in the budget shall be approved annually or more frequently as need may arise by the board. The city council may, through taxation or other lawful method of obtaining funding, provide additional or supplemental funding of community health services operations.

B. Preparation and Submission of Budget.

1. The ~~health service administrator, and any other community health service administrator so designated by the board or city council,~~ shall prepare an annual budget in accordance with approved ~~CCMC city medical~~ procedures and shall submit such budget(s) to the board for approval. The board shall submit such budget(s) to the city council with its recommendations by no later than sixty days prior to the end of the fiscal year.

2. The city council, in accordance with Section 5-4 of the City Charter, by vote of at least a majority of its members no later than the third day before the beginning of the fiscal year, shall adopt budget appropriations of the next fiscal year. If the council fails to adopt the budget and make appropriations on or before that day, the budget and rate changes if any, as submitted or as amended as the case may be, shall go into effect and the proposed expenditures therein shall become the appropriations for the next fiscal year.

C. Other Fiscal Matters. All other fiscal matters including, but not limited to, custody of funds, accounting and collection, shall be governed by general accounting procedures.

Section 5. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published in the Cordova Times, a newspaper of general circulation in the City, within ten (10) days after its passage.

1st reading: December 21, 2011

2nd reading and public hearing: January 4, 2012

PASSED AND APPROVED THIS 4th DAY OF JANUARY, 2012.

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

**CITY OF CORDOVA, ALASKA
ORDINANCE 1093**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AMENDING CORDOVA MUNICIPAL CODE 5.12.040, COUNCIL APPROVAL OF
CONTRACTS; 5.12.050, CONTRACT AMENDMENTS; AND 5.12.140, OPEN MARKET
PROCEDURE; TO INCREASE TO \$25,000 THE AMOUNT OF A CONTRACT THAT THE
CITY MANAGER MAY EXECUTE, AND AWARD BY OPEN MARKET PROCEDURE,
WITHOUT CITY COUNCIL APPROVAL**

WHEREAS, The City of Cordova, Alaska (“City”) enters into numerous contracts for supplies, services and construction; and

WHEREAS, prices of supplies, services and construction have increased substantially since the City Manger’s procurement authority was limited to \$15,000 in 1998; and

WHEREAS, it is in the City’s best interest to ensure efficient management and operations within the City; and

WHEREAS, increasing to \$25,000 the amount of a contract that the City Manager may execute and award without Council approval, ensures efficient management and operations within the City; and

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

Section 1. Cordova Municipal Code Section 5.12.040 is amended to read as follows:

5.12.040 - Council approval of contracts.

No contract for supplies, services or construction which obligates the city to pay more than ~~fifteen~~ Twenty-Five ~~T~~housand ~~D~~ollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

- A. The identity of the contractor;
- B. The contract price;
- C. The nature and quantity of the performance that the city shall receive under the contract; and
- D. The time for performance under the contract.

Section 2. Cordova Municipal Code Section 5.12.050 is amended to read as follows:

5.12.050 - Contract amendments.

A. All amendments to contracts for supplies, services and construction, including change orders, shall be approved in writing by the city manager, subject to council approval where required under this section. Contract amendments shall not be used to avoid procurement by the competitive procedures established under this chapter.

B. No contract amendment which will cause the total price of the contract, as amended, to exceed the greater of ~~fifteen~~Twenty-Five ~~T~~housand ~~D~~ollars or one hundred ten percent of the original contract price may be executed unless the council has approved a memorandum setting forth any modifications to the essential terms of the contract.

[ADDED LANGUAGE UNDERLINED, REMOVED LANGUAGE STRICKEN OUT]

Section 3. Cordova Municipal Code Section 5.12.140 is amended to read as follows:

5.12.140 - Open market procedure.

A. The city manager may procure all supplies, services and construction having an estimated value of not more than Twenty-Five ~~fifteen~~ Thousand Dollars on the open market without formal advertising or other formal bid procedures. The city manager shall keep a written record of all bids received and awards made under this section.

B. Whenever practicable, at least three informal bids or quotations shall be solicited for any procurement under this section. The solicitation may be either oral or written, and shall be in a form reasonably calculated to yield the lowest responsive bid by a responsible bidder. Whenever practicable, the contract shall be awarded to the lowest responsive and responsible bidder.

Section 4. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published in the Cordova Times, a newspaper of general circulation in the City, within ten (10) days after its passage.

1st reading: December 21, 2011

2nd reading and public hearing: January 4, 2012

PASSED AND APPROVED THIS 4th DAY OF JANUARY, 2012.

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

[ADDED LANGUAGE UNDERLINED, REMOVED LANGUAGE STRICKEN OUT]

Ord. 1093

Page 2 of 2

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: December 27, 2011
TO: Mayor and City Council
SUBJECT: Resolution 01-12-03

The attached resolution directs the City Clerk to prepare and publish the foreclosure list for the 2011 delinquent property taxes and directs the City Attorney to file the necessary documents with the State of Alaska Superior Court.

Recommended Motion: Move to approve Resolution 01-12-03

Staff Recommendation: Majority voice vote or approval of the consent calendar

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-12-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
DIRECTING THE CITY CLERK TO PREPARE AND PUBLISH A CERTIFIED COPY OF THE
FORECLOSURE LIST OF DELINQUENT REAL PROPERTY TAXES FOR THE YEAR 2011**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cordova;

Section 1: The City Clerk shall, and is hereby directed to prepare a certified copy of the foreclosure list for the delinquent real property taxes, the portions due and payable for the year 2011.

The list shall be in alphabetical order as to the name and shall include:

1. Last known owner of record.
2. Property description as stated on the assessment roll.
3. Year and the amount due of delinquency.
4. Statement that the list is available for public inspection at the City Clerk's office.
5. Penalty and interest and other costs.
6. Statement that list has been presented to the State of Alaska Superior Court for judgment.

Section 2: The City Attorney is directed to present a petition for judgment and a certified copy of the foreclosure list in the State of Alaska Superior Court for judgment.

Section 3: The City Clerk is directed to publish the foreclosure list for four (4) consecutive weeks in the Cordova Times, a newspaper of general circulation, distributed within the City, beginning on the day of filing of the petition for judgment and certified copy of the foreclosure list in Superior Court; and the City Clerk is further directed to mail to the last known owner of each property as his or her name and address appears on the list within ten (10) days after the first publication, a notice advising of the foreclosure proceedings in which the petition for judgment has been filed and describing the property and the amount due and payable on the foreclosure list.

Section 4: During the publication of the foreclosure list and up to the time of transfer to the City of the property by the Superior Court, the Clerk shall allow a person to pay the taxes and/or portions due together with penalty, interest, and other costs and the City Clerk shall note such payment on the foreclosure list.

Section 5: If a holder of a mortgage or lien on real property requests the City Clerk to send by certified mail a notice of a foreclosure list which includes a real property mortgage on which there exists a lien, the City Clerk shall comply with such requests and send such notice by certified mail.

Section 6: The City Attorney is directed to proceed to obtain a judgment and decree that the liens for real property taxes shall be foreclosed in a timely manner and in accordance with applicable law and rule of court, together with costs and attorney fees allowable by the court.

PASSED AND APPROVED THIS 4th DAY OF JANUARY, 2011.

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk



City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574

Phone: (907) 424-6200

Fax: (907) 424-6000

Email:

citymanager@cityofcordova.net

CITY OF CORDOVA

Office of City Manager

December 28, 2011

Memo to City Council

Re: Asset Allocation Resolution

The City of Cordova Investment Policy requires that Council establish an asset allocation for investments annually. I have spoken to Buck Adams and he did not recommend any changes. I am attaching the resolution for the upcoming year.

Thank you,

Mark Lynch
City Manager

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-12-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
DESIGNATING ASSET ALLOCATION FOR INVESTMENT OF THE CITY'S
GENERAL RESERVE (PERMANENT) FUND.**

WHEREAS, the City of Cordova has a City General Reserve Fund, also known as the City Permanent Fund, established under CMC 5.44.010; and

WHEREAS, CMC 5.44.040 sets forth the manner in which the General Reserve Fund will be managed, including the adoption of an investment policy; and

WHEREAS, on August 16, 2010 Resolution 08-10-50 was passed establishing an Investment Policy for the City of Cordova General Reserve Fund; and

WHEREAS, Section 6 of the Investment Policy establishes Authorized Investments for the General Reserve Fund, subject to an approved asset allocation policy; and

WHEREAS, Section 8.2 of the Investment policy requires establishment of asset allocation by resolution annually.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby designates the following asset allocation amounts +/- 5%, to serve as the FY2012 asset allocation policy for investment the of City's General Reserve Fund.

50% Fixed Income
40% Equities
10% Alternative Investments

PASSED AND APPROVED THIS 4th DAY OF JANUARY, 2012

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: December 27, 2011

TO: Mayor & City Council

SUBJECT: Liquor License Renewals

The Clerk's office has received notification that the following local establishments have applied for renewal of their liquor licenses with the State Alcoholic Beverage Control Board. Police Chief Griffiths and Finance Director Ashley Royal have been advised and their suggestions to Council are attached hereto. The last time Liquor License Renewals were in a consent calendar there was a question about the vote. A passage of the consent calendar is a vote to waive the City Council's right to protest (i.e. gives ABC board no reason to not renew the licenses).

Licenses:

- a) Alaskan Hotel & Bar – beverage dispensary Lic #40
- b) Alaskan Hotel & Bar – package store Lic #41
- c) Laura's Liquor Shoppe – package store Lic # 911
- d) The Gandy Dancer Bar – beverage dispenser seasonal Lic # 2587
- e) Ambrosia Restaurant – restaurant/eating place Lic #3226

Recommended motion: move to waive Council's right to protest the ABC Board's approval of the applications for renewal of these business' liquor licenses:

- a) Alaskan Hotel & Bar – beverage dispensary Lic #40
- b) Alaskan Hotel & Bar – package store Lic #41
- c) Laura's Liquor Shoppe – package store Lic # 911
- d) The Gandy Dancer Bar – beverage dispenser seasonal Lic # 2587
- e) Ambrosia Restaurant – restaurant/eating place Lic #3226.

Required Action: Majority voice vote or approval of the consent calendar.



State of Alaska

Department of Public Safety

Alcoholic Beverage Control Board

Sean Parnell, Governor
Joseph A. Masters, Commissioner

December 30, 2011

Renewal Application Notice - Cordova

City of Cordova
Attn: City Clerk
VIA EMAIL: cityclerk@cityofcordova.net

DBA	Lic Type	Lic #	Owner	Premise Address
Alaskan Hotel & Bar	Beverage Dispensary	40	David Chipman & Cheryl Lewis	600 First Street
Alaskan Hotel & Bar	Package Store	41	David Chipman & Cheryl Lewis	600 First Street
Laura's Liquor Shoppe	Package Store	911	Laura's Liquor Shoppe LLC	608 1st Street
Gandy Dancer Bar, The	Beverage Dispensary-Seasonal	2587	Copper River & Northwest Limited Inc.	Lot 1 Block 88 Cordova Airport
Ambrosia Restaurant	Restaurant/Eating Place	3226	Konstantinos Gialopsos	413 Main Street

We have received a renewal application for the above listed licenses within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If

Alcoholic Beverage Control Board
5848 E Tudor Rd - Anchorage, AK 99507 - Voice (907) 269-0350 - Fax (907) 272-9412



Cordova Police Department

Phone: (907) 424-6100 Fax: (907) 424-6120
P.O. Box 1210 Cordova, Alaska 99574
cpdadmin@cityofcordova.net

December 27, 2011

Susan Bourgeois
City of Cordova
PO Box 1210
Cordova, AK 99574

Re: Alaskan Hotel & Bar, #40 Beverage Dispensary & #41 Package Store

Dear Susan,

I have received your request for information regarding the liquor license for the Alaskan Hotel & Bar. I have no reason to protest the renewal of license #40-Beverage Dispensary.

I am aware that a clerk at the Package Store (liquor license #41) was issued a summons for furnishing alcohol to a person under 21 by the Alaska Beverage Control Enforcement Team on February 23, 2011.

Sincerely,

A handwritten signature in black ink that reads "Shannon Joekey".

Shannon Joekey
Assistant to the Chief of Police

CITY OF CORDOVA



January 28, 2011

FROM: Ashley Royal, Finance Director
TO: Mayor and City Council, City Manager, City Clerk
RE: Alaskan Hotel & Bar, #40 Beverage Dispensary & #41 Package Store

I have reviewed the status of the Alaskan Hotel & Bar regarding compliance with the Cordova City Code relating to Business License, Sales Tax and Utility Services.

From such review, I found no reason to protest the renewal of Alaskan Hotel & Bar liquor license #40 and #41.

Respectfully,

Ashley Royal
Finance Director
City of Cordova



Cordova Police Department

Phone: (907) 424-6100 Fax: (907) 424-6120
P.O. Box 1210 Cordova, Alaska 99574
cpdadmin@cityofcordova.net

December 27, 2011

Susan Bourgeois
City of Cordova
PO Box 1210
Cordova, AK 99574

Re: Laura's Liquor Shoppe #911-Package Store

Dear Susan,

I have received your request for information regarding the liquor license for Laura's Liquor Shoppe #911.

I am aware that a clerk at the Package Store (liquor license #911) was issued a summons for furnishing alcohol to a person under 21 by the Alaska Beverage Control Enforcement Team on February 23, 2011.

Sincerely,

A handwritten signature in cursive script that reads "Shannon JoeKay".

Shannon JoeKay
Assistant to the Chief of Police

CITY OF CORDOVA



January 28, 2011

FROM: Ashley Royal, Finance Director
TO: Mayor and City Council, City Manager, City Clerk
RE: Laura's Liquor Shoppe #911.

I have reviewed the status of the Laura's Liquor Shoppe regarding compliance with the Cordova City Code relating to Business License, Sales Tax and Utility Services.

From such review, I found no reason to protest the renewal of license for Laura's Liquor Shoppe #911.

Respectfully,

Ashley Royal
Finance Director
City of Cordova



Cordova Police Department

Phone: (907) 424-6100 Fax: (907) 424-6120
P.O. Box 1210 Cordova, Alaska 99574
cpdadmin@cityofcordova.net

December 27, 2011

Susan Bourgeois
City of Cordova
PO Box 1210
Cordova, AK 99574

Re: The Gandy Dancer Bar, #2587-Beverage Dispensary-Seasonal

Dear Susan,

I have received your request for information regarding the liquor license for the Gandy Dancer Bar-liquor license #2587. I have no reason to protest the renewal.

Sincerely,

A handwritten signature in black ink that reads "Shannon Joekey".

Shannon Joekey
Assistant to the Chief of Police

CITY OF CORDOVA



January 28, 2011

FROM: Ashley Royal, Finance Director
TO: Mayor and City Council, City Manager, City Clerk
RE: Gandy Dancer Bar-liquor license #2587

I have reviewed the status of the Gandy Dancer Bar regarding compliance with the Cordova City Code relating to Business License, Sales Tax and Utility Services.

From such review, I found no reason to protest the renewal of the Gandy Dancer Bar-liquor license #2587

Respectfully,

Ashley Royal
Finance Director
City of Cordova



Cordova Police Department

Phone: (907) 424-6100 Fax: (907) 424-6120
P.O. Box 1210 Cordova, Alaska 99574
cpdadmin@cityofcordova.net

December 27, 2011

Susan Bourgeois
City of Cordova
PO Box 1210
Cordova, AK 99574

Re: Ambrosia Restaurant #3226

Dear Susan,

I have received your request for information regarding the liquor license for the Ambrosia Restaurant-liquor license #3226. I have no reason to protest the renewal.

Sincerely,

A handwritten signature in black ink that reads "Shannon Joekey".

Shannon Joekey
Assistant to the Chief of Police

CITY OF CORDOVA



January 28, 2011

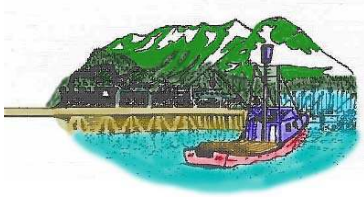
FROM: Ashley Royal, Finance Director
TO: Mayor and City Council, City Manager, City Clerk
RE: Ambrosia Restaurant #3226

I have reviewed the status of the Ambrosia Restaurant regarding compliance with the Cordova City Code relating to Business License, Sales Tax and Utility Services.

From such review, I found no reason to protest the renewal of Ambrosia Restaurant liquor license #3226

Respectfully,

Ashley Royal
Finance Director
City of Cordova



City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574

Phone: (907) 424-6200
Fax: (907) 424-6000
Email:

citymanager@cityofcordova.net

CITY OF CORDOVA

Office of City Manager

December 28, 2011 Manager's Report (for 1/04/12 Council meeting)

Personnel issues: Cathy Sherman will officially start as Assistant Manager on January 3. We are currently advertising for a Library Director to take over that portion of Cathy's duties so she can have time to devote to the new position.

Union Contract: This is consuming the majority of my time currently. I am reviewing a large number of contract proposals brought forward by IBEW, and plan to meet with them again in late January.

Hospital Contract: Nearly completed. Draft to Council.

PERS: Working on getting termination study underway. Resolution to remove administrator from Hospital PERS agreement will be forthcoming.

Sound Developer: The Sound Developer has been removed from Harbor, and is currently sitting in a notch at Ocean Dock Fill near travel lift. RFPs will be advertised for removal to be completed by mid-March.

Spartan: RFP will be advertised soon for cleaning of petroleum hazards, and for removal from Boat Storage area by mid-March.

Science Center: Corps has approved a permit to fill the area between the breakwater and the T-Dock. RFP will be advertised as soon as possible to have work begin in Spring and be completed as soon as possible.

North Fill Floating Dock: Permit request has been submitted to the Corps and is currently in public comment phase. We expect to receive permit by end of February.

CITY CLERK'S REPORT TO COUNCIL

December 21, 2011 Regular Council Meeting

Date of Report: December 16, 2011

Need feedback on this:

- Should Council adopt a policy regarding electronics at meetings (i.e. cell phones/computers/ipads) – do you see a need? This was posed to me by a Council member – if there is support I will research and bring you a report on this
- Location and time of AKDoT meeting (briefing) in re 36 mile bridge – how many people should I expect – Elementary Commons? Or Council chambers?

Things I have been working on:

- Signed paychecks/other AP checks
- Began planning with City planner for another training session with City Attorney – possibly in March after election of new Council members
- Wrote letters for Mayor to Senator Murkowski and her staff who helped with Sound Developer
- Started working on proclamations for teacher of the year and superintendent of the year
- Did some year-end shopping – always being frugal and looking for the best deal and free shipping
- Signed up for online banking for multiple city credit cards – streamlined ordering for department heads – can now check balances etc up to the minute
- Emailed a reminder to department heads for quarterly reports for January 18 meeting packet
- Emailed and spoke with AKDoT representative about planning for January 18 Town Hall Meeting about 36 mile bridge – want to advertise as soon as possible to get the word out to business owners and citizens
- Worked together with Sam, Moe, Mark and Holly for agenda items before you tonight
- Prepared agenda and packet for December 27 work session
- Prepared first March 2012 election ad – should run in December 30 Cordova Times
- Prepared Liquor License renewals that are before Council tonight – great assistance from Shannon at PD and Ashley in Finance
- Internet was down for a day and a half – so, lots of planning and creating templates on computer for the year to come – next week I will try to purge and box up lots of the year that has passed

From: John Bitney

Date: December 30, 2011 12:06:00 AM PST

Subject: Legislative update - January 2012

I will drive down to Juneau on January 5th for the legislative session. Below are some brief general comments about the session. Hopefully these will help outline the major issues.

Please let me know if you have any questions.

John

General Comments

The Legislative Session begins January 17th. This will be the 2nd Regular Session of the 27th Legislature, so all bills from last session are still active.

Issues From Last Session Still Pending

Oil taxes. Governor Parnell's HB110, a bill that reduces the state tax rate on oil production, passed the House and is still pending in the Senate. This bill is anticipated to remain the governor's top priority next session, but it is facing tough opposition and questioning by many Senators. While the bill does not directly impact the City of Cordova, it will dominate the political discussions and impact the working relationships between the House, Senate, and Governor.

Redistricting. The Alaska Redistricting Board adopted a new statewide map for legislative districts. The US Department of Justice has declared that the map is in compliance with the federal Voting Rights Act. The only remaining obstacle is litigation that has been filed in state Superior Court in Fairbanks. Oral arguments on the case are scheduled to begin January 9th.

Any ruling by the superior court will likely be appealed to the state Supreme Court. Final rulings are anticipated for late March or April.

SB100. Senate Bill 100 is legislation that addresses the issue of "termination studies" required for municipal employee positions to be removed from PERS. Currently SB100 repeals the requirement for termination studies, but this language was opposed last session by the Department of Administration (DOA). During the AML Conference in Fairbanks, DOA made some suggestions for amendments to SB100. These amendments are currently being considered by the bill sponsor - Senate Joe Paskvan (D-Fairbanks).

New Issues Forthcoming

Capital Budget. Governor Parnell presented his capital budget on December 15, 2011 for next session. His general fund capital budget proposes to spend about \$2.0 billion, and he has stated that he would like to see the legislature limit spending to last year's level. This leaves approximately \$800 million in spending

room to reach last year's spending level of \$2.8 billion.

The Governor's capital budget included a request for \$3,888,250 for upgrading the City of Cordova's drinking water treatment system. Funding was included as part of the Department of Environmental Conservation (DEC) program for Municipal Water, Sewage, and Solid Waste Grants. A local match of 30% is required of total eligible costs.

State Bond Package - Harbor Projects.

On December 15, 2011, Governor Parnell made a request to the legislature for a \$350 million state bond package of harbor projects. The State of Alaska currently has a AAA bond rating from both Moody's and Standard & Poors, so the bonding capacity is likely to allow financing for additional projects to be added. If a package of harbor projects is approved by the Legislature, the bonds would be placed on the statewide ballot in November 2012 for approval by the voters in the General Election.

Energy Projects. Due to the high cost of energy statewide, the Legislature is continuing to look at making major investments in large-scale projects. This includes the Watana Dam project, an in-state natural gas pipeline, Southeast Alaska hydro dams, and major upgrades to distribution lines and interties in Southcentral. There will be an effort to continue funding these projects.

Conclusion

Not many bills are expected to pass this session, so the priority will be to focus on building consensus amongst legislators and the governor's office on budget issues.



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration

National Marine Fisheries Service
P.O. Box 21668
Juneau, Alaska 99802-1668

December 14, 2011

RECEIVED

DEC 20 2011

Dear Alaska Native and community representatives:

City of Cordova

The National Marine Fisheries Service (NMFS) has released proposed regulations to implement Amendment 93 to the Fishery Management Plan for Groundfish of the Gulf of Alaska. The purpose of Amendment 93 is to limit the accidental catch of Chinook salmon in the pollock fisheries in the Central and Western Reporting Areas of the Gulf of Alaska. If approved, Amendment 93 would establish annual prohibited species catch limits of 18,316 and 6,684 Chinook salmon for the pollock fisheries in the Central and Western GOA pollock fisheries, respectively. Amendment 93 also would require full retention of all salmon taken in these fisheries until they can be sampled, and may establish observer coverage requirements for vessels under 60 feet length overall in the pollock fisheries. Enclosed is a copy of the proposed rule for Amendment 93. I encourage you to review this document and provide comments. Public comment will be accepted on this action until January 23, 2012.

Once we have reviewed all public comments, the Secretary of Commerce will take final agency action to approve, disapprove, or partially approve Amendment 93. If the Secretary of Commerce approves Amendment 93, NMFS will publish the final implementing regulations. The preamble to the final rule would include responses to all timely comments received on Amendment 93 and the proposed rule.

NMFS has special obligations to consult and coordinate with tribal governments under Executive Order 13175 and with Alaska Native Claims Settlement Act (ANCSA) corporations under the Consolidated Appropriations Act of 2004. If you represent a tribe or ANCSA corporation, you have the opportunity to consult with NMFS about this proposed action at any time prior to our final decision, which will occur no later than February 22, 2012. However, if you have comments on this proposed action, it would be most effective if you submitted them during the public comment period so that they can be considered when we prepare the final rule.

Additional information, including the Draft Environmental Assessment and Regulatory Impact Review prepared for this action, is available on NMFS Alaska Region website (<http://alaskafisheries.noaa.gov/>). If you have any questions or wish to request a consultation with NMFS, please contact Mary Grady at 907-586-7228 or mary.grady@noaa.gov.

Sincerely,

Robert P. Meaum
for James W. Balsiger, Ph.D.
Administrator, Alaska Region

Enclosure



effective means (e.g., inclusion of call-out cards or other media, revisions to packaging materials, supplying of information on Web sites), that the handset does not meet the relevant rating or ratings with respect to such operation(s).

* * * * *

[FR Doc. 2011-31404 Filed 12-13-11; 8:45 am]

BILLING CODE 6712-01-P

DEPARTMENT OF COMMERCE

National Oceanic and Atmospheric Administration

50 CFR Part 679

[Docket No. 110627357-1409-01]

RIN 0648-BB24

Fisheries of the Exclusive Economic Zone Off Alaska; Chinook Salmon Bycatch Management in the Gulf of Alaska Pollock Fishery; Amendment 93

AGENCY: National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration (NOAA), Commerce.

ACTION: Proposed rule; request for comments.

SUMMARY: NMFS proposes regulations to implement Amendment 93 to the Fishery Management Plan for Groundfish of the Gulf of Alaska (FMP). The proposed regulations would apply exclusively to the directed pollock trawl fisheries in the Central and Western Reporting Areas of the Gulf of Alaska (GOA) (Central and Western GOA). If approved, Amendment 93 would establish separate prohibited species catch (PSC) limits in the Central and Western GOA for Chinook salmon (*Oncorhynchus tshawytscha*), which would cause NMFS to close the directed pollock fishery in the Central or Western regulatory areas of the Gulf of Alaska, if the applicable limit is reached. This action also would require retention of salmon by all vessels in the Central and Western GOA pollock fisheries until the catch is delivered to a processing facility where an observer is provided the opportunity to count the number of salmon and to collect scientific data or biological samples from the salmon. Amendment 93 would increase observer coverage on vessels less than 60 feet (18.3 m) length overall that participate in the directed pollock fishery in the Central or Western regulatory areas of the GOA by January 2013, unless the restructured North Pacific Groundfish Observer Program is in place by this time. Amendment 93 is

intended to promote the goals and objectives of the Magnuson-Stevens Fishery Conservation and Management Act, the FMP, and other applicable laws.

DATES: Written comments must be received no later than 5 p.m. Alaska local time (A.l.t.) January 30, 2012.

ADDRESSES: Send comments to Glenn Merrill, Assistant Regional Administrator, Sustainable Fisheries Division, Alaska Region, NMFS, Attn: Ellen Sebastian. You may submit comments, identified by FDMS Docket Number NOAA-NMFS-2011-0156, by any one of the following methods:

- **Electronic Submissions:** Submit all electronic public comments via the Federal eRulemaking Portal at <http://www.regulations.gov>. To submit comments via the e-Rulemaking Portal, first click the "submit a comment" icon, then enter NOAA-NMFS-2011-0156 in the keyword search. Locate the document you wish to comment on from the resulting list and click on the "Submit a Comment" icon on the right of that line.

- **Mail:** Submit written comments to P.O. Box 21668, Juneau, AK 99802.

- **Fax:** (907) 586-7557.

- **Hand delivery to the Federal Building:** 709 West 9th Street, Room 420A, Juneau, AK.

Comments must be submitted by one of the above methods to ensure that the comments are received, documented, and considered by NMFS. Comments sent by any other method, to any other address or individual, or received after the end of the comment period, may not be considered.

All comments received are a part of the public record and will generally be posted without change. All Personal Identifying Information (for example, name, address) voluntarily submitted by the commenter may be publicly accessible. Do not submit Confidential Business Information or otherwise sensitive or protected information.

NMFS will accept anonymous comments (enter N/A in the required fields, if you wish to remain anonymous). You may submit attachments to electronic comments in Microsoft Word, Excel, WordPerfect, or Adobe PDF file formats only.

Electronic copies of the Environmental Assessment/Regulatory Impact Review/Initial Regulatory Flexibility Analysis (EA/RIR/IRFA) prepared for this action may be obtained from <http://www.regulations.gov> or from the Alaska Region Web site at <http://alaskafisheries.noaa.gov>.

Written comments regarding the burden-hour estimates or other aspects

of the collection-of-information requirements contained in this proposed rule may be submitted to NMFS at the above address, emailed to OIRA_Submission@omb.eop.gov, or faxed to (202) 395-7285.

FOR FURTHER INFORMATION CONTACT: Mary Grady, (907) 586-7228.

SUPPLEMENTARY INFORMATION: NMFS manages the groundfish fisheries in the U.S. exclusive economic zone (EEZ) of the GOA under the FMP. The North Pacific Fishery Management Council (Council) prepared, and NMFS approved, the FMP under the authority of the Magnuson-Stevens Fishery Conservation and Management Act (MSA), 16 U.S.C. 1801 *et seq.* Regulations governing U.S. fisheries and implementing the FMP appear at 50 CFR parts 600 and 679.

The Council has submitted Amendment 93 for review by the Secretary of Commerce, and a notice of availability of the FMP amendment was published in the **Federal Register** (76 FR 72384) on November 23, 2011, with written comments on the FMP amendment invited through January 23, 2012. Comments may address the FMP amendment, the proposed rule, or both, but must be received by NMFS, not just postmarked or otherwise transmitted, by 5 p.m. Alaska local time (A.l.t.) on January 23, 2012, to be considered in the approval/disapproval decision on the FMP amendment. All comments received by that time, whether specifically directed to the amendment or the proposed rule, will be considered in the decision to approve, partially approve, or disapprove the proposed amendment. Comments received after the comment period for the amendment will not be considered in that decision.

The Application of This Action to the GOA Pollock Fishery and Current Management

This proposed rule would apply to owners and operators of catcher vessels, catcher/processors, and inshore processors participating in the pollock (*Theragra chalcogramma*) trawl fisheries in the Central and Western Reporting Areas of the GOA. The Central and Western Reporting Areas, defined at § 679.2 and shown in Figure 3 to 50 CFR part 679, include the Central and Western Regulatory Areas (Statistical Areas 610, 620, and 630), and the adjacent State of Alaska (State) waters.

The Council and NMFS annually establish biological thresholds and annual total allowable catch limits (TACs) for groundfish species to sustainably manage the groundfish

fisheries in the GOA. To achieve these objectives, NMFS requires vessel operators participating in groundfish fisheries in the GOA to comply with various restrictions, such as fishery closures, to maintain catch within specified TACs and associated sector and seasonal allocations and apportionments, and PSC limits for species that are generally required to be discarded.

NMFS manages GOA pollock as a single stock independently of pollock in the Bering Sea and Aleutian Islands management area. In 2011, the Central and Western GOA pollock TAC is 84,631 metric tons (mt). Additional information about the pollock fishery is in Section 3.5 of the EA (see **ADDRESSES**), and in the final 2011 and 2012 harvest specifications for the GOA groundfish fisheries (76 FR 11111, March 1, 2011). Pollock is harvested with fishing vessels using trawl gear, which consists of nets towed through the water by the vessel.

NMFS apportionments the GOA pollock TAC spatially and temporally in the GOA. Regulations at § 679.21 establish four seasons in the Central and Western GOA beginning January 20 ("A" season), March 10 ("B" season), August 25 ("C" season), and October 1 ("D" season), with 25 percent of the annual TAC allocated to each season. Allocations to the Western and Central GOA are based on the seasonal pollock biomass distribution as estimated by NMFS groundfish surveys. In addition, a harvest control rule requires suspension of directed pollock fishing when female spawning biomass is equal to or below 20 percent of the reference unfished level (§ 679.20(d)(4)).

This proposed rule would apply only to the management of the pollock trawl directed fisheries in the Central and Western Reporting Areas of the GOA (Central GOA and Western GOA), which includes the Federal fisheries in the waters of the EEZ (3 nm to 200 nm), and the waters of the State of Alaska (State) (0 to 3 nm) that are managed under a parallel fishery. These fisheries in State waters, referred to as the parallel fisheries, are opened and closed by the State of Alaska and are prosecuted under rules similar to those which apply in the Federal fisheries, with catch accrued against the Federal TAC. The fisheries that would be affected by this action include the GOA State parallel fisheries for pollock that take place in State waters around Kodiak Island, in the Chignik Area, and along the South Alaska Peninsula. Pollock harvests in parallel fisheries that occur in State waters are typically opened and closed concurrently with Federal

fisheries. This proposed rule would deduct salmon taken in the EEZ and the State parallel pollock fishery against the Central GOA and Western GOA Chinook salmon PSC limits.

Under this proposed rule NMFS would not deduct salmon taken during a pollock State-managed guideline harvest level (GHL) fishery in the Central or Western GOA against the Central GOA and Western GOA Chinook salmon PSC limits. For these fisheries, the State of Alaska establishes a GHL that the Council and NMFS deduct before NMFS sets the Federal ABC during the harvest specifications process. The State manages the GHL, which is available for harvest exclusively within State waters. The State deducts the GHL groundfish caught in a GHL fishery from the State GHL. Currently, the only pollock GHL fishery in those areas is the Prince William Sound pollock fishery.

Chinook Salmon Bycatch in the GOA Pollock Fishery

Chinook salmon and pollock occur in the same locations in the GOA. Chinook salmon is a prohibited species incidentally taken during the directed harvest of pollock in the GOA. The directed pollock fishery in the Central and Western GOA takes the majority of Chinook salmon PSC in the GOA groundfish fisheries. Additional details on Chinook salmon PSC among GOA groundfish fisheries are available in the (EA/RIR/IRFA) prepared for this action at <http://alaskafisheries.noaa.gov>.

The MSA defines bycatch as fish that are harvested in a fishery that are not sold or kept for personal use. Because of its value in non-groundfish fisheries, Chinook salmon are prohibited species in the groundfish fisheries and currently NMFS regulations require that catch must be minimized and discarded in the GOA groundfish fisheries (§ 679.21(b)). Therefore, Chinook salmon caught in the GOA pollock fishery are considered bycatch under the MSA, the FMP, and NMFS regulations at 50 CFR part 679. The Council and NMFS are concerned about bycatch of any species, including discard or other mortality caused by fishing. National Standard 9 of the MSA requires the Council to recommend, and NMFS to implement, conservation and management measures, that to the extent practicable, minimize bycatch and bycatch mortality.

In the GOA groundfish fisheries, PSC limits have been set for halibut, which close specific groundfish target fisheries after the limits are reached. Seasonal and permanent area closures have been established to protect red king crab and Tanner crab. There are currently no

specific management measures to address Chinook salmon PSC in the GOA groundfish fisheries. This action would establish PSC limits for Chinook salmon and PSC management measures for the Central and Western GOA pollock fisheries.

Chinook salmon is a culturally and economically valuable species that is fully allocated and for which State and Federal managers seek to conservatively manage harvests. The FMP categorizes Chinook salmon as prohibited species, one of the most regulated and closely managed categories of bycatch in Alaska fisheries. Chinook salmon, all other species of salmon (a category called "non-Chinook salmon"), steelhead trout, Pacific halibut, king crab, Tanner crab, and Pacific herring are classified as prohibited species in the groundfish fisheries off Alaska (§ 679.2). Fishermen must avoid PSC when possible and return PSC to the water immediately, with a minimum of injury, after an observer has collected catch counts and any scientific data or biological samples. One reason for discarding prohibited species is that some PSC species may live if they are returned to the sea with a minimum of injury and delay. However, salmon caught incidentally in trawl nets often die as a result of that capture.

In an effort to minimize waste of salmon incidentally caught and killed, NMFS has established a prohibited species donation (PSD) program under § 679.26. Participants in the program may donate incidentally caught salmon to the PSD program. The PSD program was initiated to reduce the amount of edible protein discarded under PSC regulatory requirements (§ 679.21). The PSD program allows permitted participants to retain salmon for distribution to economically disadvantaged individuals through tax exempt hunger relief organizations.

NMFS tracks the harvest of pollock and incidental catch of salmon in the Catch Accounting System, which uses observer data to estimate PSC and groundfish harvest amounts for participants in the GOA pollock fishery. Vessels participating in the Central GOA pollock fishery averaged 36,051 metric tons (mt) of pollock catch per year from 2003 to 2010. During these years, the pollock catch in the Central GOA was greatest in 2005, when 46,802 mt were caught and smallest in 2009 when 22,700 mt were taken. From 2003 to 2010, vessels participating in the Central GOA pollock fishery took as few as 2,123 Chinook salmon (2009), and as many as 31,647 Chinook salmon (2007). Over those years the fleet caught an average of 12,607 Chinook salmon per

year. When the Council and NMFS compared the Chinook salmon catch to the pollock catch, the number of Chinook salmon per mt ranged from 0.09 Chinook salmon/mt of pollock in 2009 to 0.98 Chinook salmon/mt of pollock in 2007. NMFS estimates that, on average, 0.35 Chinook salmon/mt of pollock was taken from 2003 to 2010 in the Central GOA pollock fishery.

In the Western GOA, the pollock fleet caught between 14,010 mt (2009) and 30,756 mt (2005) of pollock, while averaging 20,773 mt per year of pollock catch from 2003 to 2010. Over that same period of time, the fleet caught between 441 Chinook salmon (2009) and 31,581 Chinook salmon (2010) annually. NMFS estimates the fleet took an average of 6,380 Chinook salmon per year from 2003 to 2010. NMFS estimates that from 2003 to 2010, the smallest ratio of Chinook salmon PSC to the pollock catch was 0.03 Chinook salmon/mt of pollock in 2009 and the largest was 1.23 Chinook salmon/mt of pollock in 2010. NMFS estimates that on average, 0.31 Chinook salmon/mt of pollock was taken from 2003 to 2010 in the Western GOA pollock fishery.

Objectives of and Rationale for Amendment 93 and This Proposed Rule

Although all species of Pacific salmon are taken incidentally in the groundfish fisheries within the GOA, the Council focused Amendment 93 specifically on Chinook salmon in the Central and Western GOA. The Council decided not to include the Eastern Regulatory Area of the GOA in Amendment 93 because it includes a large area closed to trawling, and Chinook salmon PSC in the Eastern Regulatory Area of the GOA accounts for less than 2 percent of total GOA Chinook salmon PSC.

In June 2011, the Council recommended Amendment 93, which would establish separate Chinook salmon PSC limits for the Central GOA and Western GOA pollock fisheries. Of all salmon species caught, Chinook salmon is the highest catch in the GOA groundfish fisheries in recent years. The Central and Western GOA pollock fisheries intercept the majority of Chinook salmon caught as bycatch in the GOA groundfish fisheries. The implementation of Chinook salmon PSC limits would likely prevent unusually high levels of bycatch of this prohibited species, such as occurred in 2010, from occurring in the fishery in the future. The Council acknowledged that the selection of a Chinook salmon PSC limit for the GOA pollock fishery requires a balance both of obligations under the MSA National Standards, and the needs of different user groups. The Council

intends for the Chinook salmon PSC limits to allow the full prosecution of the pollock fishery in the Central and Western GOA in most years, while truncating the fishery in some years if necessary to prevent events of relatively high Chinook salmon PSC in these areas, such as occurred in 2010 (44,813 Chinook salmon). The Council also acknowledged that the implementation of Chinook salmon PSC limits proposed in this action may be followed by subsequent recommendations to address Chinook salmon PSC in other GOA groundfish fisheries.

The principal objective of Chinook salmon bycatch management in the GOA pollock fishery is to minimize Chinook salmon bycatch to the extent practicable while allowing the pollock fishery to contribute to the achievement of optimum yield in the groundfish fishery. Minimizing Chinook salmon bycatch while achieving optimum yield is necessary to maintain a healthy marine ecosystem, ensure long-term conservation and abundance of Chinook salmon, provide maximum benefit to fishermen and communities that depend on Chinook salmon and pollock resources, and comply with the MSA and other applicable federal law.

In developing Amendment 93, the Council sought to ensure maximum consistency with the MSA's 10 National Standards. The Council designed Amendment 93 to balance the competing demands of the National Standards. Specifically, the Council recognized the need to balance and be consistent with both National Standard 9 and National Standard 1. National Standard 9 requires that conservation and management measures shall, to the extent practicable, minimize bycatch. National Standard 1 requires that conservation and management measures shall prevent overfishing while achieving, on a continuing basis, the optimum yield from each fishery for the U.S. fishing industry. The ability to harvest the entire pollock TAC in any given year is not determinative of whether the GOA groundfish fishery achieves optimum yield. Providing the opportunity for the fleet to harvest its TAC is one aspect of achieving optimum yield in the long term.

The Council also considered the importance of equity among user groups in recommending Amendment 93. In addition to providing an equitable apportionment of the total GOA-wide PSC limit between the Central and Western GOA pollock fisheries, the Council also considered the needs of Chinook salmon users. Information is currently unavailable for NMFS to assess the stock of origin of the Chinook

salmon that are incidentally caught in the GOA pollock fisheries. A component of Amendment 93 would require full retention of salmon species incidentally caught in the Central or Western GOA pollock fisheries, which is a necessary step to facilitate future stock of origin analyses. The Council also noted that the Chinook salmon resource is of value to many stakeholders, including but not limited to commercial, recreational, and cultural user groups; and it is a resource that is currently fully utilized. By instituting a PSC limit that would reduce Chinook salmon bycatch, the Council and NMFS also are considering the needs of these other user groups and recommending this proposed action to promote their access to the Chinook salmon resource.

NMFS proposes Chinook salmon PSC limits that are based on the Council's recommended GOA-wide goal of limiting Chinook salmon bycatch to no more than 25,000 salmon in the Central and Western GOA pollock fisheries. In selecting this overall limit on Chinook salmon PSC, the Council considered a range of alternatives to assess the impacts of minimizing Chinook salmon bycatch to the extent practicable while preserving the potential for the full harvest of the pollock TAC. The Council considered the trade-offs between Chinook salmon saved and the forgone pollock catch. The EA and RIR include a description of the alternatives and a comparative analysis of the potential impacts of the alternative PSC limits (see ADDRESSES).

The Council noted that the pollock fishery accounts for approximately 75 percent of Chinook salmon PSC in the GOA groundfish fisheries, based on Catch Accounting System data regarding the average Chinook salmon PSC levels from 2001 to 2010. The Council recommended, and the rule proposes, to apportion the selected GOA-wide Chinook salmon PSC limit between the Central and Western GOA on the basis of annual Chinook salmon PSC levels and pollock harvests in each area during 2001 to 2010 excluding 2007 and 2010. The Council recommended excluding bycatch amounts from 2007 and 2010 from consideration because of specific conditions in the Central and Western GOA during those years. In the Central GOA, 2007 was a year of particularly high Chinook salmon PSC, as was 2010 in the Western GOA. The Council considered the conditions that contributed to these high levels of PSC during these years and did not include them for assigning Chinook salmon PSC. The Council considered and rejected those years because the conditions that contributed to the high levels of bycatch

were not representative for specific reasons detailed in section 2.1.2 of the Analysis. Inclusion of these years, which represent the highest levels of Chinook salmon PSC in each area, would increase the apportionment of PSC in that area, effectively rewarding the fleet in that area for its high levels of Chinook salmon PSC. The Council did not feel it was appropriate to reward the fleets for unacceptably high levels of Chinook salmon PSC.

Under this proposed rule, the Central and Western GOA pollock fisheries should be able to harvest the full pollock TAC in each area based on the lower, long-term (17 year) average Chinook salmon bycatch rate, although they would be unable to harvest the full TAC based on the recent (8 year), higher average Chinook salmon bycatch rate (see EA/RIR/IRFA in ADDRESSES). The proposed rule would maintain a constraint on the fleet to reduce bycatch, while still allowing for optimum yield from the GOA groundfish fishery. The proposed Chinook salmon PSC limits would require the fleet to work together to come up with mechanisms to reduce Chinook salmon bycatch in order to prevent an early closure to the pollock fishery. The Council acknowledged, and NMFS concurs, that bycatch rates are highly variable, and in years of high Chinook salmon encounters, the proposed PSC limit would prevent amounts of bycatch similar to or more than amounts that occurred in past high bycatch years. Based upon historical fishing activity and salmon bycatch rates, higher Chinook salmon PSC limits would not meet the intent of the Council to minimize bycatch to the extent practicable, as expressed in the problem statement.

Under the proposed rule, the Chinook salmon PSC limit would be divided into annual PSC limits of 18,316 (73 percent of the GOA-wide PSC limit) Chinook salmon for the Central GOA, and 6,684 Chinook salmon (27 percent of the GOA-wide PSC limit) for the Western GOA. As described further in the Notice of Availability for Amendment 93, the Council recommended the split of 73 percent for the Central GOA and 27 percent for the Western GOA because it balances the economic impacts to fishery participants in the Central GOA and fishery participants in the Western GOA. The Council based this apportionment of the GOA-wide Chinook salmon PSC limit between the Central and Western GOA on the pollock TAC for each area and the average number of salmon caught as bycatch in each area, set at an equal ratio, from 2001 through 2010,

excluding 2007 and 2010, with an adjustment intended to prevent either area from bearing a disproportionate share of the economic impact of the GOA-wide PSC limit. The analysis indicated that a lower Chinook salmon PSC limit in the Central GOA, strictly based on historic catch in the two areas with no adjustment, was likely to be more constraining to the pollock fishery in the Central GOA than the selected Chinook salmon PSC limit in the Western GOA would be to the pollock fishery in the Western GOA.

The Council recommended that NMFS implement the PSC limits in mid-2012. If the Secretary approves Amendment 93 and the final rule, the reduced PSC limits could apply for the C and D seasons only (August 25 through November 1). The Council recommended the PSC limits for the 2012 C and D seasons to be 8,929 Chinook salmon in the Central GOA and 5,598 Chinook salmon in the Western GOA. These PSC limits were calculated by multiplying the annual PSC limit in each area by the average percentage of annual Chinook salmon PSC taken in the C and D seasons within each area, over the same time series of 2001 to 2010 but excluding 2007 and 2010, and adjusting upward by 25 percent. The Council adjusted the amount upward by 25 percent the first year to provide a buffer and reduce the constraint of mid-year implementation limits on the pollock fisheries.

The Council recommended that the GOA-wide Chinook salmon PSC limit be apportioned to the Central and Western GOA to prevent incidental catch of Chinook salmon in one area from triggering the closure of the pollock fishery throughout the GOA. Under the proposed rule, NMFS would manage all provisions of the PSC limits on a reporting area basis, except for NMFS's authority to close fisheries when the limits are reached, which would only extend to the Central and Western Regulatory Areas of the GOA. If the PSC limit in either the Central GOA or Western GOA were reached, NMFS would close the directed pollock fishery in the applicable regulatory area. The State of Alaska would be responsible for closing the adjacent state waters in the applicable reporting area.

In order to effectively monitor Chinook salmon PSC, the Council also recommended requiring observer coverage on vessels less than 60 feet (18.3 m) length overall (LOA) by January 2013. Chinook salmon PSC estimates for this portion of the fleet have a high degree of uncertainty, as observers are currently not required on this vessel class. Much of the Western GOA pollock

fleet consists of vessels less than 60 feet (18.3 m) LOA. Observer coverage on this portion of the fleet would improve the accuracy of Chinook salmon PSC estimates. Currently, § 679.50(c)(1)(v) requires that a catcher/processor or catcher vessel equal to or greater than 60 ft (18.3 m) LOA, but less than 125 ft (38.1 m) LOA, that participates for more than 3 fishing days in a directed fishery for groundfish in a calendar quarter must carry an observer during at least 30 percent of its fishing days in that calendar quarter and at all times during at least one fishing trip in that calendar quarter for each of the groundfish fishery categories defined under paragraph (c)(2) of § 679.50 in which the vessel participates. The proposed rule would require trawl vessels less than 60 feet (18.3 m) LOA that are directed fishing for pollock in the Central or Western GOA to also meet these observer coverage requirements.

In 2010, the Council approved a restructured observer program, and NMFS is currently drafting proposed regulations that will be sent out for public notice and comment. The Council's intent is that if the restructured observer program were approved by the Secretary and implemented by January 2013, the increased observer coverage that would be required under this proposed rule would not be extended to vessels less than 60 feet (18.3 m) LOA for the C and D seasons of 2012. The Council weighed the benefit of more accurate bycatch estimates that would accrue from expanding observer coverage for this portion of the fleet against the potential for confusion as vessel operators would be required to conform to the requirements of two new and different observer programs within a six month period. The Council determined, however, that 18 months (mid-2012 through 2014) without observer coverage in the less than 60 feet (18.3 m) LOA fleet was not acceptable if the observer program restructuring were delayed or otherwise not approved by the Secretary. If the implementation of the restructured observer program were delayed until 2014, then this proposed action would require vessels less than 60 ft (18.3 m) LOA to have 30 percent coverage while directed fishing for pollock in the Central GOA and Western GOA no later than January 1, 2013.

The majority of the fleet that would be affected by increased coverage would be vessels less than 60 feet (18.3 m) LOA in the Western GOA. Some of these vessels deliver their catch to tender vessels instead of shoreside processing facilities. Increased observer coverage on the less than 60 feet (18.3 m) LOA

fleet would result in more trips being observed, which may provide increased coverage in the Western GOA. However, the additional coverage in the Western GOA may improve only marginally the accuracy of salmon PSC estimates, since the PSC estimates for vessels delivering to tenders would be based on observer at-sea sampling for Chinook salmon, which is a relatively uncommon species. The increased observer coverage on vessels less than 60 feet (18.3 m) LOA under this action would only be effective until the restructured Observer Program is implemented. NMFS anticipates that, if the Secretary approves the restructured observer program, the program could be implemented by January 1, 2014.

This proposed action would require full retention of all salmon species in the Central and Western GOA pollock fisheries for both observed and unobserved vessels until the salmon are delivered to a shoreside processing plant and an observer at the plant has been given the opportunity to count the number of salmon and to collect biological samples. The retention requirement does not focus specifically on Chinook salmon because it can be difficult to differentiate among salmon species unless the fish is examined. Current regulations under § 679.21(b)(2)(ii) require vessel operators to discard salmon when an observer is not on board. When an observer is aboard, they are required to allow for sampling by an observer before discarding prohibited species. This proposed rule would revise the requirements at § 679.21(b), to require the operators of all vessels engaged in directed fishing for pollock in the Central and Western GOA, and all processors taking deliveries from these vessels, to retain all salmon until an observer at a processing plant has been given the opportunity to count the number of salmon and to collect biological samples, before discarding.

The proposed rule would require the operators of all vessels to retain all salmon caught in the pollock fishery in the Central and Western Gulf until those salmon are delivered to a processing plant, where an observer would be provided the opportunities to count and sample the salmon. Under the proposed rule, all salmon must then be discarded or donated to the PSD program. The full retention requirement would not modify the observer duties or the method by which NMFS calculates fleet-wide Chinook salmon PSC estimates. Observer sampling protocols would not be changed, other than the potential that there may be an increase in biological sampling at the plants. NMFS would

continue to calculate Chinook salmon PSC numbers, and would manage PSC limits for Chinook salmon, using the existing system of extrapolating catch rates from observed vessels to the unobserved portion of the pollock fleet.

Salmon retained under this action may not be kept for sale or personal use, and must be discarded or donated to the prohibited species donation program, following collection of any scientific data or biological samples. This proposed rule would provide an exception to mandatory discard requirements if the Chinook salmon were delivered to a participant in the PSD program. Once salmon are counted and sampled at the processing plant, they may be donated to the PSD program, or they must be discarded. A list of participants in the PSD program in the GOA is available from the NMFS Alaska Region Web site at <http://alaskafisheries.noaa.gov/ram/psd/salmon072011.pdf>.

Proposed Regulatory Amendments

Several regulatory amendments would be necessary to implement Chinook salmon PSC limits in the Central and Western GOA pollock fishery under Amendment 93. The proposed rule would (1) Set PSC limits for Chinook salmon in the Central and Western GOA Reporting Areas, (2) increase observer coverage for all trawl vessels less than 60 feet (18.3 m) LOA directed fishing for pollock in the Central and Western GOA, and (3) revise retention requirements for all species of salmon in the Central and Western GOA pollock trawl fisheries. This proposed rule also would make minor changes to the regulations for the PSD program to be consistent with Amendment 93 and to provide updates to the reporting requirement and decision criteria for PSD program permitting.

Prohibitions

The proposed rule would add prohibitions under § 679.7(b)(8) to regulate discard in the Central and Western GOA directed pollock fisheries. Paragraph (b)(8) would be added to expressly prohibit any action that does not comply with the regulations described below for § 679.21(h). This is necessary to expressly inform fishery participants that certain activities are prohibited.

PSC Management

The proposed rule would revise PSC management measures under § 679.21 to establish Chinook salmon PSC limits and management measures for directed pollock trawl fishing in the Central and

Western Reporting Areas of the GOA. Paragraph (b)(2)(ii) would be revised to add GOA pollock fisheries described under paragraph (h) and PSD program clarifications to the exception for immediate sorting and returning to the sea of salmon PSC. This is necessary to ensure participants in the PSD program may retain salmon for donation purposes and to facilitate observer sampling and counting of all salmon. Paragraph (b)(3) would be revised to establish that there will not be a rebuttable presumption that any salmon retained on board during a directed pollock fishery in the Central or Western GOA was caught and retained in violation of § 679.21. This is necessary to ensure that vessels that comply with the requirement to retain salmon are not presumed to violate § 679.21. In addition, this is necessary to maintain the existing rebuttable presumption that any Chinook salmon retained on board during a directed pollock fishery in the GOA outside of the Western and Central reporting areas was caught and retained in violation of this section.

The proposed rule would add PSC management measures under § 679.21(h) to establish Chinook salmon PSC limits for the pollock trawl fisheries in the Central and Western GOA. Paragraph (h)(1) would specify applicability of regulations in this paragraph to federally permitted vessels directed fishing for pollock in the Central and Western GOA reporting areas and processors taking deliveries from such vessels. Paragraph (h)(2) would establish GOA Chinook salmon PSC limits. Paragraph (h)(2)(i) would specify an annual PSC limit of 18,316 Chinook salmon for vessels engaged in directed fishing for pollock in the Central reporting area of the GOA. Paragraph (h)(2)(ii) would specify an annual limit of 6,684 Chinook salmon for vessels engaged in directed fishing for pollock in the Central reporting area of the GOA. Paragraph (h)(3) would set Chinook salmon PSC limits and allocations for the Central and Western GOA pollock fisheries C and D seasons in 2012. The 2012 annual PSC limits would be effective until January 1, 2013. If the Chinook salmon PSC limits come into effect for only the C and D seasons in 2012, paragraphs (h)(3)(i) and (ii) would specify a PSC limit of 8,929 Chinook salmon for vessels engaged in directed fishing for pollock in the Central reporting area of the GOA and a PSC limit of 5,598 Chinook salmon for vessels engaged in directed fishing for pollock in the Western reporting area of the GOA for the C and D seasons in

2012. These revisions would be necessary to establish the annual Chinook salmon PSC limits and the 2012 C and D season limits recommended by the Council and approved by the Secretary.

Paragraph (h)(4) of § 679.21 would require temporary salmon retention in the Central and Western GOA directed pollock fisheries. The operator of a vessel and the manager of a shoreside processor or stationary floating processor would be prohibited from discarding any salmon or transferring or processing any salmon under the PSD program at § 679.26, if the salmon were taken incidental to a Central or Western GOA directed pollock fishery, until an observer at the processing facility is provided the opportunity to estimate the number of salmon and to collect any scientific data or biological samples from the salmon.

Paragraph (h)(5) of § 679.21 would require that all salmon, except for salmon under the PSD program at § 679.26, must be discarded following notification by an observer that the number of salmon has been estimated and the collection of scientific data or biological samples has been completed. This requirement is necessary to ensure observers are provided the opportunity to count salmon and to take biological samples and to ensure that the salmon not donated is discarded, as required of all PSC.

Proposed new paragraph (h)(6) of § 679.21 would establish Chinook salmon PSC closure management. Closures for pollock fisheries using trawl gear would be established, if, during the fishing year, the Regional Administrator determines that vessels engaged in directed fishing for pollock in the Central or Western GOA will catch the Chinook salmon PSC limits specified for that area. NMFS would publish notification in the **Federal Register** closing the applicable regulatory area to directed fishing for pollock. This is necessary to allow NMFS to manage area closures for the pollock fisheries in the Central and Western Regulatory Areas of the GOA based on Chinook salmon PSC reaching the Chinook salmon PSC limits for the Central and Western Reporting Areas. The State of Alaska would manage the closure of the parallel pollock fishery based on the federal closure.

Prohibited Species Donation Program

This proposed rule would revise § 679.26(c)(1) reporting and recordkeeping requirements for the PSD program to add the Central and Western GOA pollock fishery to ensure observer sampling of donated fish. This is

necessary to facilitate the counting and biological sampling of donated salmon and to ensure NMFS applies the Chinook salmon donated to the PSD program to the PSC limits.

In addition, the proposed rule would modify the PSD program regulations to implement the intent of the program to allow participation by all types of near shore, stationary processors for halibut donations. It also would revise paragraph (a)(2) of § 679.26 to include stationary floating processors as eligible to receive and process donated halibut. Stationary floating processors are generally located near shore and remain in one location and are therefore similar to a shoreside processor for purposes of the halibut donation program. This proposed revision is necessary to meet the Council's intent that halibut that cannot be sorted at sea and delivered to a processor located in one location in a near shore area may be donated to the PSD program.

The proposed rule would revise paragraph (b)(1)(xi) of § 679.26 to clarify information required for the application process to become an authorized PSD distributor. This proposed rule would remove the requirement that the vessel or processor provide a fax number, as faxes are no longer used for communication between NMFS and the vessels or processors for the purposes of this program. This revision would reduce the reporting burden for the PSD applicant.

Paragraph (b)(2)(iv) of § 679.26 would be revised to change the selection criteria considered by the Regional Administrator in issuing a PSD permit. The revision would change the consideration of the potential number of groundfish trawl vessels and processors in the fishery to the potential number of vessels and processors participating in the PSD program. The number of vessels and processors in the groundfish fishery is not an important consideration to determine who should participate in the program. The number of vessels and processors in the PSD program and the capacity of that program for a number of participants is a more meaningful consideration for determining participation in the program. This revision would focus the considerations for issuing a permit on pertinent vessel and processor information.

Groundfish Observer Program

This proposed rule would revise the groundfish observer program under § 679.50 to establish observer coverage for pollock vessels under 60 feet (18.3 m) LOA in the Central and Western GOA. Paragraph (c)(1)(x) would be added to require a catcher/processor or

catcher vessel less than 60 feet (18.3 m) LOA that participates for more than three fishing days in a directed pollock fishery in the Central or Western reporting areas of the GOA in a calendar quarter to carry an observer during at least 30 percent of its fishing days in that calendar quarter and at all times during at least one fishing trip in that calendar quarter in the directed pollock fishery in the applicable area(s). Vessels less than 60 feet (18.3 m) LOA therefore would be required to comply with the 30 percent observer coverage requirements while directed fishing for pollock in the Central or Western GOA. This would only be effective if the Secretary does not approve and implement the restructured observer program recommended by the Council by 2013, and would only remain effective until an approved restructured observer program is implemented. NMFS anticipates that, if the Secretary approves the restructured observer program, the program would not be implemented any later than January 1, 2014.

Classification

Pursuant to sections 304(b) and 305(d) of the MSA, the NMFS Assistant Administrator has determined that this proposed rule is consistent with the FMP, other provisions of the MSA, and other applicable law, subject to further considerations received during the public comment period.

This proposed rule has been determined to be not significant for the purposes of Executive Order (E.O.) 12866.

IRFA

An Initial Regulatory Flexibility Analysis (IRFA) was prepared for this action, as required by section 603 of the Regulatory Flexibility Act. The IRFA for this proposed action describes the reasons why this action is being proposed; the objectives and legal basis for the proposed rule; the number of small entities to which the proposed rule would apply; any projected reporting, recordkeeping, or other compliance requirements of the proposed rule; any overlapping, duplicative, or conflicting Federal rules; impacts of the action on small entities; and any significant alternatives to the proposed rule that would accomplish the stated objectives of the MSA, and any other applicable statutes, and would minimize any significant adverse impacts of the proposed rule on small entities. Descriptions of the proposed action, its purpose, and the legal basis are contained earlier in this preamble and are not repeated here. A summary

of the IRFA follows. A copy of the IRFA is available from NMFS (see ADDRESSES).

The entities directly regulated by this proposed action are those Federally-permitted or licensed entities that participate in harvesting groundfish from the Federal or parallel pollock target fisheries of the Central or Western GOA. Fishing vessels are considered small entities if their total annual gross receipts, from all their activities combined, are less than \$4.0 million. The analysis identified 63 vessels in 2010 that would be affected by this action, 37 catcher vessels of which fished for pollock in the Central or Western GOA pollock fisheries and are members of a cooperative. These vessels are members of an American Fisheries Act cooperative for Bering Sea pollock, a rockfish program cooperative in the GOA, a Bering Sea crab cooperative, or members of two or more of these cooperatives. The remaining 26 vessels are not part of a cooperative and are considered to be small entities.

An IRFA requires a description of any significant alternatives to the proposed action(s) that accomplish the stated objectives, are consistent with applicable statutes, and that would minimize any significant economic impact of the proposed rule on small entities. The preferred alternative chosen by the Council and proposed by NMFS has several elements: (1) A GOA-wide Chinook salmon PSC limit of 25,000 fish with closure of directed fishing for pollock if the PSC limit is reached; (2) allocation of this limit between the Central and Western GOA Reporting Areas considering the historical pollock TACs in the two areas, and historical Chinook salmon PSC in the two areas; (3) retention of all salmon; and (4) a requirement that pollock trawlers less than 60 feet (18.3 m) LOA carry 30 percent observer coverage after January 1, 2013. This observer requirement is likely to be moot, or at most temporary, if the Secretary approves and NMFS implements a requirement for this coverage by January 2013 under the restructured observer program.

During consideration of this action, the Council evaluated a number of alternatives to the preferred alternative, including: (1) No action, (2) GOA-wide PSC limits of 15,000, 22,500, and 30,000 Chinook salmon, (3) alternative ways of allocating the PSC limits between the Central and Western Reporting Areas, (4) a 25-percent buffer for the PSC limit in one out of three consecutive years, and (5) mandatory bycatch reduction cooperatives. None of these alternatives both met the objectives of the action,

and had a smaller impact on small entities.

No action would have left the Chinook salmon PSC unlimited, which would have failed to meet the objective of the action. The 30,000 GOA-wide Chinook salmon PSC limit would likewise have failed to significantly control Chinook salmon PSC, and therefore failed to balance the benefits of the action to the targeted Chinook salmon fisheries with the needs of pollock trawlers in the way sought by the Council. A Chinook salmon PSC limit of 15,000 would have imposed a greater burden on small entities by resulting in constraints on pollock fishing beyond the preferred alternative. The Chinook salmon PSC limit of 22,500 would be constraining in more years for the Central GOA in comparison to the recommended 25,000 PSC limit. The option for a 25-percent buffer to the PSC limits did not meet the intended objectives of reducing Chinook salmon PSC to the extent practicable. Under the apportionment options, the Central GOA's proportion of the GOA-wide PSC limit ranges from 61 percent to 77 percent, or 9,122 Chinook salmon to 23,224 Chinook salmon, depending on the overall PSC limit. For the Western GOA, the range is from 23 percent to 39 percent, which results in a range of 3,388 Chinook salmon to 11,757 Chinook salmon. The Council determined lower percentages were unnecessarily constraining to the pollock fisheries while larger percentages did not provide the incentive to minimize PSC to the extent practicable. The Council considered an alternative for the administration of mandatory cooperatives, including approval of annual cooperative contracts and any penalties for violation of the cooperative agreement. This alternative would have needed to be implemented in a manner that maintains NMFS' management authority over the fishery. The Council did not recommend mandatory cooperatives because the Council was uncertain whether NMFS could maintain ultimate management authority over the fishery under a system where mandatory cooperatives must develop agreements that would effectively limit cooperative members' harvest of Chinook salmon PSC, and establish penalties for violations of the cooperative agreement.

The Council developed Chinook salmon PSC limits based on the ability of the Central and Western GOA pollock fisheries to harvest the full pollock TAC in each reporting area in most years while being constrained in years of relatively high Chinook salmon bycatch. In this way, the Council would maintain

a constraint on the fleet as an incentive to reduce bycatch while still allowing for optimum yield from the groundfish fishery. The Council's recommended apportionment (73 percent of the limit for the Central GOA and 27 percent of the limit for the Western GOA) divides the total GOA-wide Chinook salmon PSC limit between the Central and Western GOA proportional to the historical pollock TAC for each reporting area and the average number of salmon caught as bycatch in each reporting area, set at an equal ratio, with an adjustment intended to prevent either area from bearing a disproportionate share of the economic impact of the PSC limit.

The proposed observer coverage is necessary to monitor the Chinook salmon PSC in a way that meets the objectives of the action, and is in any event, at most a temporary measure. This would only be effective if the Secretary does not approve and implement the restructured observer program recommended by the Council by 2013, and would only remain effective until an approved restructured observer program is implemented. NMFS anticipates that, if the Secretary approves the restructured observer program, the program would not be implemented any later than January 1, 2014.

No duplication, overlap, or conflict between this proposed action and existing Federal rules has been identified.

Tribal Consultation

Executive Order (E.O.) 13175 of November 6, 2000 (25 U.S.C. 450 note), the Executive Memorandum of April 29, 1994 (25 U.S.C. 450 note), and the American Indian and Alaska Native Policy of the U.S. Department of Commerce (March 30, 1995) outline the responsibilities of NMFS in matters affecting tribal interests. Section 161 of Public Law 108-199 (188 Stat. 452), as amended by section 518 of Public Law 109-447 (118 Stat. 3267), extends the consultation requirements of E.O. 13175 to Alaska Native corporations.

NMFS is obligated to consult and coordinate with federally recognized tribal governments and Alaska Native Claims Settlement Act regional and village corporations on a government-to-government basis pursuant to E.O. 13175 which establishes several requirements for NMFS, including: (1) To provide regular and meaningful consultation and collaboration with Indian tribal governments and Alaska Native corporations in the development of Federal regulatory practices that significantly or uniquely affect their

communities; (2) to reduce the imposition of unfunded mandates on Indian tribal governments; and (3) to streamline the applications process for and increase the availability of waivers to Indian tribal governments. This Executive Order requires Federal agencies to have an effective process to involve and consult with representatives of Indian tribal governments in developing regulatory policies and prohibits regulations that impose substantial, direct compliance costs on Indian tribal communities.

Due to the expedited time frame of this action to implement Chinook salmon PSC management measures in the GOA, NMFS will consult on this action by mailing letters to all Alaska tribal governments, Alaska Native corporations, and related organizations ("Alaska Native representatives") by notifying them of the opportunity to comment when the Notice of Availability for Amendment 93 and this proposed rule are published in the **Federal Register**.

Section 5(b)(2)(B) of E.O. 13175 requires NMFS to prepare a tribal summary impact statement as part of the final rule. This statement must contain (1) a description of the extent of the agency's prior consultation with tribal officials, (2) a summary of the nature of their concerns, (3) the agency's position supporting the need to issue the regulation, and (4) a statement of the extent to which the concerns of tribal officials have been met. If the Secretary of Commerce approves Amendment 93, a tribal impact summary statement that summarizes and responds to issues raised on the proposed action—and describes the extent to which the concerns of tribal officials have been met—will be included in the final rule for Amendment 93.

Collection-of-Information Requirements

This proposed rule includes a collection-of-information requirement subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act (PRA). This requirement has been submitted to OMB for approval, OMB No. 0648-0316, PSD program. Public reporting burden for Application to become a NMFS Authorized Distributor in the PSD program is estimated to average 13 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NMFS seeks public comment regarding: whether this proposed collection of information is necessary

for the proper performance of the functions of the agency, including whether the information shall have practical utility; the accuracy of the burden estimate; ways to enhance the quality, utility, and clarity of the information to be collected; and ways to minimize the burden of the collection of information, including through the use of automated collection techniques or other forms of information technology. Send comments on these or any other aspects of the collection of information to NMFS at the ADDRESSES above, and by email to OIRA_Submission@omb.eop.gov, or fax to (202) 395-7285.

Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the PRA, unless that collection of information displays a currently valid OMB control number.

List of Subjects in 50 CFR Part 679

Alaska, Fisheries, Reporting and recordkeeping requirements.

Dated: December 7, 2011.

Eric C. Schwaab,

*Assistant Administrator for Fisheries,
National Marine Fisheries Service.*

For the reasons set out in the preamble, 50 CFR part 679 is proposed to be amended as follows:

PART 679—FISHERIES OF THE EXCLUSIVE ECONOMIC ZONE OFF ALASKA

1. The authority citation for part 679 continues to read as follows:

Authority: 16 U.S.C. 773 *et seq.*, 1801 *et seq.*, 3631 *et seq.*; and Pub. L. 108-447.

2. In § 679.7, add paragraph (b)(8) to read as follows:

§ 679.7 Prohibitions.

* * * * *

(b) * * *

(8) *Prohibitions specific to salmon discard in the Central and Western Reporting Areas of the GOA directed fisheries for pollock.* Fail to comply with any requirement of § 679.21(h).

* * * * *

3. In § 679.21,

A. Revise paragraphs (b)(2)(ii) and (b)(3); and

B. Add paragraph (h) to read as follows:

§ 679.21 Prohibited species bycatch management.

* * * * *

(b) * * *

(2) * * *

(ii) After allowing for sampling by an observer, if an observer is aboard, sort its catch immediately after retrieval of the gear and, except for salmon prohibited species catch in the BS and GOA pollock fisheries under paragraph (c) or (h) of this section, or any prohibited species catch as provided (in permits issued) under § 679.26, return all prohibited species, or parts thereof, to the sea immediately, with a minimum of injury, regardless of its condition.

(3) *Rebuttable presumption.* Except as provided under paragraph (c) and (h) of this section and § 679.26, there will be a rebuttable presumption that any prohibited species retained on board a fishing vessel regulated under this part was caught and retained in violation of this section.

* * * * *

(h) *GOA Chinook Salmon PSC Management—(1) Applicability.* Regulations in this paragraph apply to vessels directed fishing for pollock with trawl gear in the Central and Western reporting areas of the GOA and processors taking deliveries from these vessels.

(2) *GOA Chinook salmon prohibited species catch (PSC) limits* (effective January 1, 2013).

(i) NMFS establishes an annual PSC limit of 18,316 Chinook salmon for vessels engaged in directed fishing for pollock in the Central reporting area of the GOA.

(ii) NMFS establishes an annual PSC limit of 6,684 Chinook salmon for vessels engaged in directed fishing for pollock in the Western reporting area of the GOA.

(3) *Chinook salmon PSC limit for the GOA pollock fishery C and D seasons in 2012.* (Effective from August 25, 2012 until November 1, 2012). NMFS establishes the GOA Chinook salmon PSC limits for the Central and Western GOA pollock fisheries during the 2012 C and D seasons as follows:

(i) A PSC limit of 8,929 Chinook salmon for vessels engaged in directed fishing for pollock in the Central reporting area of the GOA; and

(ii) A PSC limit of 5,598 Chinook salmon for vessels engaged in directed fishing for pollock in the Western reporting area of the GOA.

(4) *Salmon retention.* The operator of a vessel and the manager of a shoreside processor or SFP must not discard any salmon or transfer or process any salmon under the PSD program at § 679.26, if the salmon were taken incidental to a Central or Western GOA directed pollock fishery, until an observer at the processing facility that takes delivery of the catch is provided

the opportunity to count the number of salmon and to collect any scientific data or biological samples from the salmon.

(5) *Salmon discard*. Except for salmon under the PSD program at § 679.26, all salmon must be discarded, following notification by an observer that the number of salmon has been estimated and the collection of scientific data or biological samples has been completed.

(6) *Chinook salmon PSC closures in Pollock trawl gear fisheries*. If, during the fishing year, the Regional Administrator determines that vessels engaged in directed fishing for pollock in the Central reporting area or Western reporting area of the GOA will catch the applicable Chinook salmon PSC limit specified for that reporting area under paragraph (h)(2) of this section, NMFS will publish notification in the **Federal Register** closing the applicable regulatory area to directed fishing for pollock.

4. In § 679.26, revise paragraphs (a)(2), (b)(1)(xi) introductory text, (b)(1)(xi)(C), (b)(2)(iv), and (c)(1) to read as follows:

§ 679.26 Prohibited Species Donation Program.

(a) * * *

(2) Halibut delivered by catcher vessels using trawl gear to shoreside

processors and stationary floating processors.

(b) * * *

(1) * * *

(xi) A list of all vessels and processors, and food bank networks or food bank distributors participating in the PSD program. The list of vessels and processors must include:

* * * * *

(C) The vessel's or processor's telephone number.

* * * * *

(2) * * *

(iv) The potential number of vessels and processors participating in the PSD program.

* * * * *

(c) * * *

(1) A vessel or processor retaining prohibited species under the PSD program must comply with all applicable recordkeeping and reporting requirements, including allowing the collection of data and biological sampling by an observer prior to processing any fish under the PSD program. A vessel or processor participating in the PSD program:

(i) In the BS pollock fishery must comply with applicable regulations at

§§ 679.7(d) and (k), 679.21(c), and 679.28; and

(ii) In the Central or Western GOA pollock fishery must comply with applicable regulations at §§ 679.7(b), 679.21(h) and 679.28.

* * * * *

5. In § 679.50, add paragraph (c)(1)(x) to read as follows:

§ 679.50 Groundfish Observer Program.

* * * * *

(c) * * *

(1) * * *

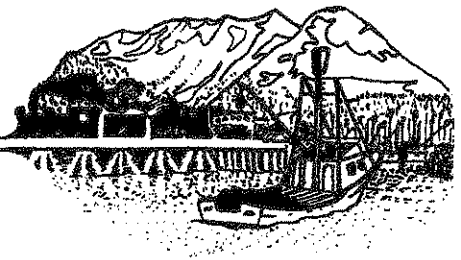
(x) A catcher/processor or catcher vessel less than 60 ft (18.3 m) LOA that participates for more than 3 fishing days in a directed pollock fishery (as defined in paragraph (c)(2)(i) of this section) in the Central or Western reporting areas of the GOA in a calendar quarter must carry an observer during at least 30 percent of its fishing days in that calendar quarter in that directed pollock fishery and at all times during at least one fishing trip in that calendar quarter in that directed pollock fishery.

* * * * *

[FR Doc. 2011-31973 Filed 12-13-11; 8:45 am]

BILLING CODE 3510-22-P

CITY OF CORDOVA



December 22, 2011

Senator Lisa Murkowski
709 Hart Senate Building
Washington, DC 20510

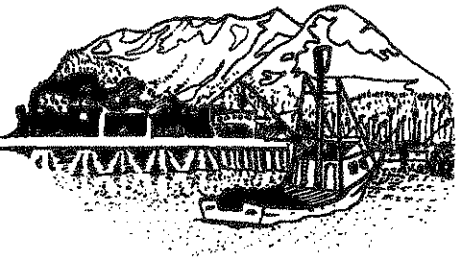
Dear Senator Murkowski:

It is with great appreciation that I write this letter to you. You and your staff have once again pulled off a big win for Cordova and her citizens. Please accept this copy of the Cordova Times dated December 16, 2011. Notice the article written by the editor, Jennifer Gibbens about the long-awaited raising and removal of the Sound Developer from Cordova's small boat harbor. We are forever grateful for the behind the scenes work with the Coast Guard that we know can be attributed to your offices in Washington and Alaska. On behalf of the entire community of Cordova we appreciate the great job done by you and your staff.

Sincerely,

Jim Kallander, Mayor
City of Cordova

CITY OF CORDOVA



December 22, 2011

Karen Knutson
2922 N 24th Road
Arlington, VA 22201

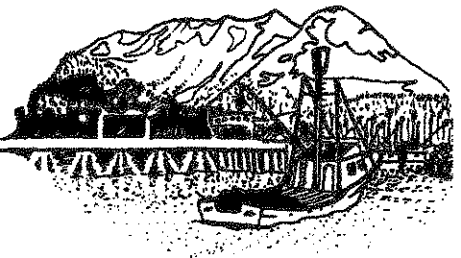
Dear Karen:

It is with great appreciation that I write this letter to you. You and your staff have once again pulled off a big win for Cordova and her citizens. Please accept this copy of the Cordova Times dated December 16, 2011. Notice the article written by the editor, Jennifer Gibbens about the long-awaited raising and removal of the Sound Developer from Cordova's small boat harbor. We are forever grateful for the behind the scenes work with the Coast Guard that we know can be attributed to your offices in Washington and Alaska. On behalf of the entire community of Cordova we appreciate the great job you have done.

Sincerely,

Jim Kallander, Mayor
City of Cordova

CITY OF CORDOVA



December 22, 2011

Arne Fuglvog
212 F Street NE
Washington DC 20002-4929

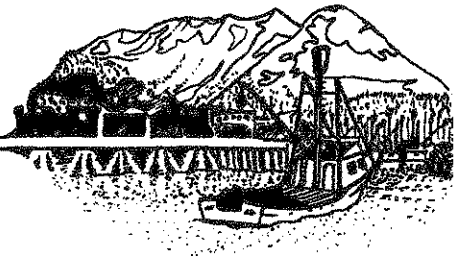
Dear Arne:

It is with great appreciation that I write this letter to you. You and your staff have once again pulled off a big win for Cordova and her citizens. Please accept this copy of the Cordova Times dated December 16, 2011. Notice the article written by the editor, Jennifer Gibbens about the long-awaited raising and removal of the Sound Developer from Cordova's small boat harbor. We are forever grateful for the behind the scenes work with the Coast Guard that we know can be attributed to your offices in Washington and Alaska. On behalf of the entire community of Cordova we appreciate the great job you have done.

Sincerely,

Jim Kallander, Mayor
City of Cordova

CITY OF CORDOVA



December 22, 2011

Chuck Banks
15510 Benjamin Ring Street
Brandywine, MD 20613

Dear Chuck:

It is with great appreciation that I write this letter to you. You and your staff have once again pulled off a big win for Cordova and her citizens. Please accept this copy of the Cordova Times dated December 16, 2011. Notice the article written by the editor, Jennifer Gibbens about the long-awaited raising and removal of the Sound Developer from Cordova's small boat harbor. We are forever grateful for the behind the scenes work with the Coast Guard that we know can be attributed to your offices in Washington and Alaska. On behalf of the entire community of Cordova we appreciate the great job you have done.

Sincerely,

Jim Kallander, Mayor
City of Cordova

Kory Blake
Jeannie Blake
PO Box 1122
Cordova, AK 99574

December 27, 2011

Mayor Kallander
Cordova City Council
PO Box 1210
Cordova, AK 99574

Honorable Mayor Kallander and the Cordova City Council,

I would like to bring before the Mayor and the City Council the issue of unrestrained dogs. This was previously addressed with great appreciation. There were public service announcements stating animals must be restrained and the locations of where they may be off leash. I believe these announcements need to be readdressed on our local radio, newspaper and television scanner. Dogs are running free throughout town. We have telephoned the police station regarding this numerous times. There have been dogs running free (in groups) on Second Street, Main Street, through Mt. Eccles school grounds, Lake Avenue, in the parking area of the Little Chapel Church, on the city air field, in the harbor area, and numerous other locations throughout leash law required areas.

Dog owners continue to allow their dogs to run loose as they drive their vehicle along the city air field and Power Creek Road (before the allowed off leash area after Skater's Cabin). One driver was actually driving on the city air field as two small dogs ran loose along side the vehicle! Riding in your vehicle while allowing your dog to run loose truly isn't safe for anyone. Winter road conditions are bad enough without having this added element of danger. This isn't safe for anyone, pedestrians, drivers, or for the animal.

May I please ask you to direct the police to enforce the leash law, and to readdress this with public service announcements by way of our local media? Please be proactive in creating a safe community.

Your time and your effort serving our city is appreciated.

Kory Blake & Jeannie Blake

MEMORANDUM

TO: CITY OF CORDOVA CITY COUNCIL

FROM: HOLLY C. WELLS, BIRCH HORTON BITTNER & CHEROT

RE: RESOLUTION NO. 01-12-01

CLIENT: CITY OF CORDOVA, ALASKA

FILE NO.: 401,777.194

DATE: DECEMBER 28, 2011

Purpose of City of Cordova Resolution No. 01-12-01

As the City Council is aware, the City of Cordova (“City”) owns and operates a general acute care hospital and other health care facilities, including a long term care facility and clinic, under the name Cordova Community Medical Center (“CCMC”). Pursuant to the Cordova Municipal Code, the Health Services Board (“Board”) is responsible for the operation of CCMC. Board members are appointed by the Mayor of Cordova and confirmed by the City Council. However, the City Council adopts and implements all CCMC personnel policies and is responsible for appointing the CCMC administrator.

CCMC has been operating at a loss and the City has been exploring options for maintaining the valuable services provided by CCMC while reducing the losses suffered as a result of its operations. To this end, in 2011 the City issued a request for proposals for CCMC management services. Providence Health & Services- Alaska (“Providence”) provided the best offer of services and the City administration and Providence have been negotiating management services for CCMC over the last few months. Resolution No. 01-12-01 authorizes the City Manager to enter into the management services agreement with Providence that was attached to and submitted with that resolution. Under the terms of the management services agreement, Providence will be fully responsible for managing CCMC and will employ and direct the CCMC Administrator. In exchange, the City will pay Providence a \$250,000 management fee plus the salary of the CCMC Administrator. Prior to Providence assuming the management role, however, it will conduct an audit of CCMC operations and work with the City Manager to devise

a work plan under which the City and Providence determine what areas need to be corrected, modified, or addressed and whether Providence or the City is responsible for ensuring such changes occur. The City Manager and Providence will also establish a time line by which these changes will be made. See Exhibit A to the Management Services Agreement.

**CITY OF CORDOVA
RESOLUTION 01-12-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE MANAGEMENT CONTRACT BETWEEN PROVIDENCE
HEALTH AND SERVICES-ALASKA AND THE CITY OF CORDOVA**

WHEREAS, the City of Cordova, Alaska (“City”) is hoping to streamline operations of the Cordova Community Medical Center (“Hospital”) and to reduce the amount of revenue lost by the Hospital annually; and

WHEREAS, it is in the City’s best interest to employ a management company to ensure the efficient and cost effective management of the Hospital; and

WHEREAS, the City Council anticipates that the use of a management company will also increase the quality and availability of medical services in the community; and

WHEREAS, the City issued a request for proposals from health service management entities and Providence Health and Services-Alaska (“Providence”) submitted the lowest and most responsible bid;

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

Section 1. The City Manager is authorized and directed to hire Providence to manage the Hospital in accordance with the terms in the Management Contract. The form and content of the Management Contract now before this meeting is in all respects authorized, approved and confirmed, and the City Manager is hereby authorized, empowered and directed to execute and deliver the Management Contract and its attachments in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the documents as executed.

PASSED AND APPROVED THIS 4th DAY OF JANUARY, 2012.

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

MANAGEMENT CONTRACT

This Agreement, made this 1st day of March 2012 (“Effective Date”) is between Providence Health & Services – Washington, a Washington non-profit corporation doing business as Providence Health & Services Alaska (“Providence”), and the City of Cordova, Alaska (“Cordova” or “City”).

Background

Cordova owns and operates a general acute care hospital and other health care facilities, including a long term care facility and clinic, in Cordova, Alaska, under the name Cordova Community Medical Center (“CCMC”). Pursuant to the Cordova Municipal Code, the community health services board (“Board”) is responsible for the operation of CCMC. The board members are appointed by the mayor of Cordova and confirmed by the Cordova City Council (“City Council”). However, the City Council adopts and implements all CCMC personnel policies. The City Council wishes to engage Providence to provide management services for the CCMC and to delegate to Providence the City Council’s authority to appoint the health services administrator of CCMC.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and obligations of the parties, Cordova and Providence agree as follows:

1. APPOINTMENT OF PROVIDENCE. The City Council hereby appoints Providence to manage the day-to-day operation of CCMC and delegates to Providence the authority to provide management and oversight of CCMC as set forth in this Agreement.

2. SERVICES PROVIDED BY PROVIDENCE.

2.1. Health Services Administrator. Providence shall have those powers and duties of the health services administrator as set forth in Section 14.28.020.B of the Cordova Municipal Code. To carry out these duties Providence shall hire and assign to CCMC a duly qualified administrator who will be the health services administrator for CCMC (the “Administrator”). The Administrator shall be the chief executive officer of CCMC. The Administrator will be an employee of Providence, but will be assigned on a

full-time basis to CCMC. Providence shall select the Administrator, subject to the City Council's approval of the selected Administrator. Furthermore, Providence will consult with the Board when evaluating the performance of the Administrator. The Administrator shall have the duties, responsibilities and authority as set forth in Section 14.28.020.B.2 of the Cordova Municipal Code, which is incorporated into this Agreement. In addition to those duties set forth in the Code, the Administrator may be assigned additional duties from time to time as the City Council and Providence may agree. As an employee of Providence the Administrator will be subject to the direction and control of Providence. Providence will ensure continuity in the management of CCMC should the Administrator not be available to provide such services for any reason.

2.2. Management Services. Providence shall be accountable to the Board to operate CCMC consistent with applicable laws and regulations, and the policies and standards of operation as established by the Board. Prior to the Effective Date of this Agreement Providence will review the following component's of CCMC's operations: (a) risk management, (b) compliance, (c) general information security and (d) privacy. Based on this review, Providence will provide recommendations to the City Council with target dates and accountability to be assigned for addressing, correcting or modifying the matters identified by Providence through its review. The work plan, when approved by the City Council and Providence shall be incorporated into this Agreement. *See Exhibit A.* In the event that a work plan is not signed by both parties within 45 days of when Providence recommends a work plan to the City Council, this Agreement shall be null and void regardless of whether this Agreement has been executed by one of both parties.

2.3. Budgets. Providence shall prepare and submit to the Board on or before 90 days before the end of the fiscal year of Cordova a detailed and itemized budget for CCMC for the next fiscal year. The Board and Providence must agree to any changes to the budget prior to submitting a budget for CCMC to the City Council.

2.4. Check Writing. All checks issued by CCMC shall require the signature of two persons, one of who shall be the Administrator, and the other shall be an individual or individuals designated in writing by the Board.

2.5. Employees. The Administrator shall manage all employees of CCMC subject to applicable CMCC employment policies and contracts. The Administrator shall

have the authority to make hiring and firing decisions for CCMC, including establishing the terms of employment, amount of compensation and employment classification, provided such decisions comply with applicable CCMC employment practices, pay scales, and contracts. Moreover, the Administrator's authority to hire employees for CCMC shall be in accordance with duly approved budgets for CCMC and salaries for all CCMC employees.

2.6. Contracts. Providence shall have authority to negotiate and enter into on behalf of CCMC contracts of up to \$25,000 so long as such authority complies with federal, state, and local law. Contracts in excess of this amount require the approval of the City Council.

2.7. Medical Staff. Providence shall be responsible to the Board for ensuring that the medical staff is organized and operated in accordance with applicable and duly approved medical staff bylaws and in compliance with all federal, state, and local laws. Providence may recommend to the Board amendments or revisions to the medical staff bylaws and associated policies and protocols. The Board will not amend or revise the medical staff bylaws, the associated policies and protocols, enter into contracts for professional services, or grant medical staff membership or clinical privileges without first consulting Providence.

2.8. Policy Review. Providence will conduct, as needed, policy, procedure and program development reviews, and make recommendations for the creation and development of policies, procedures and programs for CCMC based on such reviews.

2.9. Accreditations Services. Providence will advise CCMC on appropriate actions and procedures that are necessary and reasonable for CCMC to take in order to receive and maintain accreditation of its behavioral services by the applicable accrediting bodies.

2.10. Recruiting. Providence will recruit for positions CCMC is seeking to fill when the recruiting for CCMC can be done without additional cost to Providence. That is, when Providence is recruiting for its own account, it will include positions for which CCMC is recruiting when doing so can be done without additional cost to Providence.

2.11. Start Up Activities. No later than January 1, 2013 Providence will provide the following services for CCMC and make recommendations accordingly to the City Council.

2.11.1. Evaluation of Operations. Providence will conduct a thorough evaluation of CCMC's operation prior to the submittal of the 2013 budget for CCMC and will identify for Cordova what Providence believes are the needs of CCMC and the priority that should be given to those needs.

2.11.2. Illanka Clinic. Providence will meet with the Illanka Clinic to determine the best methods for recruiting, hiring and retaining physicians and mid-level providers in the community.

2.11.3. Electronic Health Record. Providence will present Cordova with alternatives and recommendations for an electronic health record for CCMC.

2.11.4. Readiness Assessment. Providence will conduct a readiness assessment of CCMC and will install at CCMC, at Providence's cost, electronic intensive care unit services.

2.11.5. Performance Indicators. Providence will recommend to Cordova performance indicators, including the frequency and method of reporting, to be used in reporting to the Board and the City Council.

2.11.6. Mock Survey. Providence will conduct a mock core accreditation survey of CCMC.

2.12. Representative to Providence Community Ministry Board. In consultation with the Board, Providence shall appoint a resident of the Cordova community to serve on Providence's Regional Ministry Board. The individual shall serve on the Providence Regional Ministry Board at the pleasure of Providence.

3. FEE FOR MANAGEMENT SERVICES. For the services set forth in paragraph 2, above, Cordova shall pay Providence a fee equal to the sum of the following: (i) the salary and benefits Providence pays to the Administrator provided such amount is included in a duly approved CCMC budget, and (ii) Two Hundred Fifty Thousand (\$250,000) per year. Cordova shall pay Providence as follows: quarterly, with payments of equal amounts to be paid on January 1st, April 1st, August 1st, and December 1st of each year. Any adjustments to the salary Providence provides the Administrator shall be reviewed with the Board before it becomes

effective and shall not exceed \$200,000 in salary. Benefits paid to or for the Administrator shall be commensurate with the benefits Providence provides its other employees. Providence shall provide the Board with information on the Administrator's pay and benefits upon request. The \$250,000 annual fee shall be adjusted annually (with the first adjustment to be made effective January 1, 2013) by a percentage equal to the increase in the most recently available Urban Consumer Price Index for Anchorage, Alaska ("CPI-U"). For example, if as of January 1, 2013 the most current available CPI-U is for the year ending December 31, 2011, then as of January 1, 2013 the percentage increase in the fee will equal the percentage increase in the CPI-U from December 31, 2010 to December 31, 2011.

4. ADDITIONAL SERVICES. Providence may provide CCMC with additional services as agreed to from time to time by Cordova and Providence. Providence may recommend to the Board additional services. If the additional service has been included in a CCMC budget approved by the City Council, the approval of the budget shall constitute the City's agreement to pay for such services, and Providence shall provide the services at the price set forth in the budget. If the additional services are not included in a CCMC budget approved by the City Council, Cordova and Providence shall enter into an addendum to this Agreement specifying the nature and extent of such additional services and the amount Cordova will pay for such additional services, after which Providence shall provide such services. Providence will determine the fair market price for such additional services through third-party valuations.

5. GOVERNANCE. This Agreement does not, and shall not be interpreted or enforced so as to, abrogate or reduce the authorities and responsibilities of the Board, the City Council and the city manager over CCMC as those authorities and responsibilities are set forth in the Cordova Municipal Code and applicable law.

5.1. Providence understands the City Council intends to dissolve the Board as a governing body of CCMC by September 1, 2012. If the Board is dissolved the City Council shall become the sole governing board of CCMC and all references in this Agreement to the Board shall mean the City Council. In such event, the parties hereby agree to amend this Agreement as necessary and appropriate to reflect the foregoing.

5.2. If the City Council dissolves the Board, Providence intends to form a community advisory board comprised of persons who reside in the Cordova community to advise Providence on matters relating to the operation of CCMC. Providence will

consult with the City Council in the selection of persons to serve on the community advisory board.

6. CODE CHANGES. In the event Cordova intends to amend its Municipal Code in a manner that would alter or modify the Board, the City Council, the city manager or the health services administrator's authorities or responsibilities for CCMC, the City shall so notify Providence, and Providence and the City shall meet and in good faith negotiate any changes or amendments to this Agreement that are reasonably necessary for this Agreement to comply with the Code amendments.

7. NON-ASSUMPTION OF LIABILITIES, HOLD HARMLESS. By entering into and performing under this Agreement, Providence shall not be liable for any existing or future obligations, liabilities or debts of CCMC or Cordova. The Parties agree to defend, indemnify, and hold harmless one another from and against any and all claims, losses, liabilities, costs, expenses, attorneys' fees, judgments, and settlements, whether direct or indirect and whether to persons or property, arising out of, resulting from or relating in any way to: (a) a Party's breach of this Agreement; (b) any negligent act or omission of a Party; (c) any breach or failure to comply with any obligation set forth in the confidentiality provisions of this Agreement; (d) any personal or bodily injury, death to any persons, or damage to, or loss of any property caused by a Party in connection with the performance of services under this Agreement. The obligations of the parties under this paragraph shall survive termination of this Agreement for any reason.

8. INSURANCE. Providence shall obtain and maintain throughout the term of this Agreement and any extension thereof, workers' compensation insurance and administrative liability insurance, which shall include general comprehensive liability, errors and omissions, and directors and officers insurance, covering its services to CCMC, with coverage of a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate; provided, however, CCMC acknowledges that Providence may satisfy the requirements of this paragraph by maintaining an actuarial determined self-insurance retention program or programs. Providence shall furnish satisfactory certificates of such insurance to CCMC upon request. Providence agrees to provide CCMC with 30 days' written notice of cancellation or any material change in coverage. In the event Providence's insurance coverage is on a claims made basis, and Providence cancels its insurance coverage, Providence agrees to purchase "tail" coverage or an extended reporting

period endorsement which includes prior acts coverage for the entire term of this Agreement or any extensions thereof.

9. ACCESS TO CORDOVA'S RECORDS. During the term of this Agreement, Providence shall have access to CCMC's financial and business records, its administrative offices and CCMC facilities as necessary to carry out Providence's obligations under this Agreement but all records and/or documents of any kind shall be confidential to the extent permitted or required by law. CCMC is a Covered Entity as defined in the Privacy Rule (the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E) adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Providence is a Business Associate with respect to CCMC and will perform functions or activities on behalf of CCMC that requires that Providence have access to individually identifiable patient health information. Providence agrees to comply with any regulations, standards, or rules promulgated pursuant to the authority of HIPAA and the American Recovery and Reinvestment Act of 2009. Providence further agrees to enter into a Business Associate Agreement with CCMC, the terms and conditions of which shall be incorporated by reference herein.

10. INDEPENDENT CONTRACTOR. Providence and Cordova shall not, by virtue of this Agreement, be deemed partners or joint ventures. Providence is and shall at all times remain an independent contractor in the providing of services to Cordova.

11. COOPERATION WITH AUDITORS. During the term of this Agreement, Cordova may from time to time employ governmental or independent auditors and accountants to review and audit its financial books and records. Providence shall cooperate with such persons and provide such information and assistance as may be reasonably necessary. If this assistance entails additional time and expense by Providence, Providence shall be reimbursed by Cordova for the additional time and expense in an amount agreed to between the city manager and Providence prior to the expenditure of additional time and expense by Providence.

12. ETHICAL AND RELIGIOUS DIRECTIVES. Providence adheres to the Ethical and Religious Directives for Catholic Health Care Services as published by the United States Conference of Catholic Bishops (the "ERDs"). Cordova acknowledges that Providence would not enter into this Agreement or accept the responsibility to provide management services to CCMC if CCMC were to provide services or engage in conduct that is in conflict with the

ERDs. Providence has reviewed the current practices of CCMC and has determined that CCMC does not provide services or engage in conduct that violates the ERDs. Cordova agrees that it will not perform any procedures or engage in conduct contrary to the ERDs. If Providence believes that the conduct or services provided by CCMC are contrary to the ERDs, Providence shall provide the Board with written objection to the event or condition. If CCMC does not reverse or otherwise cure the event or condition within 30 days of receiving the written notification, Providence may immediately terminate the Agreement.

13. TERM OF AGREEMENT. This Agreement shall be effective January 1, 2012 and shall remain in effect through December 31, 2015 (“Term”).

13.1. Termination without Cause. Notwithstanding the Term, either party may terminate this Agreement, without cause, by giving the other party not less than 180 days’ prior written notice.

13.2. Termination with Cause. In the event of default of this Agreement, the non-defaulting party may give the defaulting party notice specifying the nature of the default. The defaulting party shall have 30 days after receipt of the notice in which to cure the default. If the default is not cured within this period the non-defaulting party may terminate this Agreement and seek damages available to it in law or equity.

13.3. Failure to Dissolve Board. If on September 1, 2012 the community services board is still a governing board of CCMC, Providence may terminate this Agreement by giving the City not less than 90 days written prior notice.

13.4. Effect of Termination. Cordova shall pay Providence all fees earned through the date of termination regardless of the reason for termination. Upon termination of this Agreement, provided it has been in effect for not less than 12 months and Providence has not terminated it for cause, Providence will convey and transfer to CCMC and equipment Providence has installed at CCMC at no cost to Cordova.

14. AUTHORIZATION. The Parties represent and warrant to each other that the execution and performance of this Agreement by Cordova and Providence have been duly authorized by all necessary corporate and governmental action, all necessary approvals have been obtained, and this Agreement constitutes a valid and enforceable obligation of Cordova and Providence, in accordance with its terms.

15. NOTICES. All notices, requests, demands and other communications relating to this Agreement shall be in writing and shall be deemed to have been duly given, if mailed by certified or registered mail, postage prepaid, to:

PROVIDENCE: Providence Health & Services Alaska
3760 Piper Street
Anchorage, Alaska 99508
Attn: Senior Vice President/CEO

With a copy to
Providence Health & Services
1801 Lind Avenue SW
Renton, Washington 98057
Attn: Office of Legal Affairs

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

16. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties, incorporates and supersedes all prior negotiations and agreements, if any, and may be modified or supplemented only by written amendment executed by both parties.

17. GOVERNING LAW. This Agreement shall be governed and construed pursuant to the laws of the state of Alaska.

18. SEVERABILITY. In the event that any term or provision of this Agreement is determined to be invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.

19. WAIVER. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of nor prejudice the parties' rights to require strict performance of the same provision or any other provision in the future. No amendment, modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless (i) set forth in writing; (ii) signed by both parties; and (iii) approved by the City Council. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other condition or subsequent breach, whether of like or different nature.

20. TIME OF ESSENCE. Time is of the essence of each and every provision of this Agreement.

21. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. ATTORNEYS' FEES. If a suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable attorney's fees, including but not limited to appearance at trial and one appeal.

23. OMNIBUS RECONCILIATION ACT. If determined applicable to this Agreement, the parties shall comply with the Omnibus Reconciliation Act of 1980 Public Law 96-499) as currently stated and as it may be amended. The Act, among other things, provides that until the expiration of 4 years after the furnishing of services under this Agreement, a party providing the services shall make available, upon written request of the Secretary of the Department of Health and Human Services, or the Controller General, or any of their duly authorized representatives, the Agreement, books, documents and records of such party that are necessary to certify the nature and extent of costs incurred under this Agreement. The Parties agree that any applicable attorney-client, accountant-client or other legal privilege shall not be deemed waived by virtue of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. NON-ASSIGNABILITY. Neither this Agreement nor the rights under it may be assigned by either party without the prior written consent of the other party.

**PROVIDENCE HEALTH & SERVICES
WASHINGTON d/b/a PROVIDENCE
HEALTH & SERVICES ALASKA**

CITY OF CORDOVA, ALASKA

By: _____
Title: _____
Date: _____

By: _____
Title: City Manager
Date: _____

EXHIBIT A Work Plan

Providence has identified the following areas that it believes CCMC should address, correct or modify in the manner set forth in this work plan. Responsibility for completing assigned tasks as between Providence and Cordova, and the date by which compliance each assigned task is to be completed is as specified in this work plan. If a party fails to complete an assigned compliance task by the specified date, that party shall be in breach of this Agreement.

[Notwithstanding anything to the contrary hereunder, the City Council delegates to the City Manager, without further approval from the Council, the authority and responsibility to negotiate, draft and approve this work plan on behalf of CCMC and the City of Cordova.]

From: Laura Cloward [<mailto:LCloward@cdvcmc.com>]
Sent: Monday, December 19, 2011 3:17 PM
To: Susan Bourgeois; James Kallander Home
Cc: David Allison; Stephen Sundby
Subject: Health Services Board motion regarding Management Contract with Providence

Good afternoon Jim and Susan.

I am not sure how to best pass this along. I am working on the specific notes, but if you needed this beforehand, the Board today moved "to approve the draft management contract as amended for typographical errors and pass on their comments to City Council for their consideration." 4 Ayes. 0 Nays. 1 Conflict of Interest. 1 Absent.

I'll send on the comments as soon as I'm done compiling them.
Laura

Laura Cloward

Administrative Assistant
Cordova Community Medical Center
PO Box 160
Cordova, AK 99574
907-424-8231

From: Laura Cloward [<mailto:LCloward@cdvcmc.com>]
Sent: Friday, December 23, 2011 11:44 AM
To: Susan Bourgeois
Subject: RE: Health Services Board motion regarding Management Contract with Providence

Hi, Susan.

Actually, once I went back to the tape, the comments that directly related to the contract were minimal and noted below:

- Section 13.4, last sentence: "and" equipment should probably read "any" equipment
- Section 2.11, with respect to the reference to January 2013, they just wanted confirmation that Providence doesn't have a full year to take stock of the current operation but that January 2013 is the first assessment point for the City to assess Providence's performance under the contract.

Other than that, the discussion broadly included PERS, the role of the Board and City Council after September, and the timeline for contract approval.

The attorney already has these, so may have already changed the typo in section 13.4. Jim K. has also seen them.

Have a wonderful holiday.
Laura

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: December 28, 2011
TO: Mayor & City Council
SUBJECT: Resolution 01-12-02

The Council has decided to revisit the Capital Improvements Projects Resolution and list at least quarterly each year. At the December 21, 2011 meeting Council discussed the list and asked the Clerk to bring the resolution back to this first January meeting for approval. The changes are the addition of items 11 and 12.

In speaking with Lobbyist John Bitney, the Mayor has learned that it may be in the City's best interest for Council to add in the two new items higher up on the list. Therefore, Mayor Kallander has a proposed resolution also in the packet for Council to discuss. His is watermarked – Mayor's proposed revisions. It would be appropriate for Council to amend the resolution by reordering the list and then approving the list as amended.

Recommended motion: move to approve Resolution 01-12-02 a resolution of the City Council of the City of Cordova, Alaska designating Capital Improvement Projects.

Required Action: Majority voice vote.

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-12-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
DESIGNATING CAPITAL IMPROVEMENT PROJECTS.**

WHEREAS, the Cordova City Council has identified several Capital Improvement projects that will benefit the citizens of Cordova, and in several cases the entirety of Prince William Sound; and

WHEREAS, the City Council of the City of Cordova has identified the following Capital Improvement projects as being critical to the future well being and economy of Cordova and the surrounding area:

1. Hospital roof replacement & other minor exterior repairs
2. Electronic Health Records at CCMC
3. South Fill Expansion & Sawmill Avenue Extension
4. South Fill Sidewalks
5. Shipyard Building
6. Shipyard Fill
7. Public Safety Building
8. Recreation Building
9. Water / Wastewater Plant upgrades
10. Ferry Trail
11. G Float Replacement
12. Municipal Dock (Ocean Dock) Renovation

and;

WHEREAS, some or all of these projects will be submitted to State or Federal legislators and agencies as Capital Improvement projects in the City of Cordova, Alaska.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby designates the above listed projects as Capital Improvement projects.

PASSED AND APPROVED THIS 4th DAY OF JANUARY, 2012

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 01-12-02**

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9. Public Safety Building
10. Recreation Building
11. Water / Wastewater Plant upgrades
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and;

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PASSED AND APPROVED THIS 4th DAY OF JANUARY, 2012

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

- **Shipyard Fill** – As part of the City of Cordova’s CIP list, this project has been proposed to provide for additional area to further improve the current working area of the marine travel lift facility. The current area is approximately 2.5 acres and is marginal in the space needed to provide for maintenance and storage of vessels as well as for a proposed building for vessel maintenance during poor weather and winter months.

***Construction Total -- \$14,588,561**

***Project Total -- \$18, 213, 510**

***See attached estimate from CH2MHill**

- **Shipyard Building** – As part of the City of Cordova’s CIP list, the project has been proposed to provide for vessel maintenance and repairs during times of poor weather and/or during the winter months. A maintenance building would provide a controlled environment allowing vessel owners to complete maintenance projects that require several months without the weather becoming a concern.

***Construction Total -- \$2, 380,885**

***Project Total --\$3,523,380**

***See attached estimate from CH2MHill**

- **G Float Replacement** – This 900’ float is 30 years old and provides moorage for the largest vessels occupying the Cordova Harbor. This float also provides for the primary transient area in the harbor as well. This float was the original float constructed and installed approximately 2 years prior to the remainder of the New Harbor float system during the expansion of the early 80’s. This float is constructed of wooden components and due to its age is beginning to fail at a rapidly increasing pace. The project includes replacement of all components including utilities.

Project Total --\$2,000,000

- **Municipal Dock(Ocean Dock) Renovation** – Constructed in 1968, the only upgrade to this facility is the replacement of all fenders on the face of the dock in 1983. This project would include the replacement of all fenders, bullrail system and overhead lighting. All of these components are in dire need of an upgrade to allow the most efficient use of the facility by State ferries, barge traffic and commercial fishing vessels.

Project Total -- \$1,500,000

Shipyard Fill**Conceptual Construction Estimate**

Item	Pay Unit	Unit Price	Quantity	Amount
Plug Existing Culvert	EA	\$2,000	1	\$2,000
Common Fill	CY	\$10	306516	\$3,065,157
Aggreage Base Course, Grading D-1 & NFS	TN	\$30	159626	\$4,788,778
Asphalt Concrete, Type II, Class B	TN	\$150	2004	\$300,667
Rip Rap	CY	\$50	44575	\$2,228,762
Stream Channel Excavation	CY	\$20	1852	\$37,037
Subtotal:				\$10,420,400
Mob/Demob (10%):				\$1,042,040
Contingency (30%):				\$3,126,120
Construction Total:				\$14,588,561

Project Estimate

Rounded Construction Cost	\$14,590,000
Engineering (5%)	\$729,500
Agency Review and Permitting (5%)	\$729,500
Construction Administration (8%)	\$1,167,200
Replatting and Easements	\$0
Geotechnical Investigation	\$100,000
Field Survey	\$30,000
Project Subtotal:	\$17,346,200
Scope Change Allowance (5%):	\$867,310
Project Total:	\$18,213,510

Shipyard Building
Conceptual Construction Estimate

Item	Pay Unit	Unit Price	Quantity	Amount
Foundation Excavation	CY	\$10	903	\$9,028
Aggreage Base Course, Grading D-1	TN	\$30	587	\$17,604
Concrete Foundation & Slab	CY	\$1,200	453	\$544,000
Steel Frame Building (Heated)	LS	\$790,000	1	\$790,000
5 Ton Crane	LS	\$140,000	1	\$140,000
Lighting Allowance	LS	\$50,000	1	\$50,000
Plumbing Allowance	LS	\$50,000	1	\$50,000
Power to Site Allowance	LS	\$100,000	1	\$100,000
Subtotal:				\$1,700,632
Mob/Demob (10%):				\$170,063
Contingency (30%):				\$510,190
Construction Total:				\$2,380,885

Project Estimate

Rounded Construction Cost	\$2,380,000
Engineering (12%)	\$285,600
Agency Review and Permitting (5%)	\$119,000
Construction Administration (20%)	\$476,000
Replatting and Easements	\$50,000
Geotechnical Investigation	\$30,000
Field Survey	\$15,000
Project Subtotal:	\$3,355,600
Scope Change Allowance (5%):	\$167,780
Project Total:	\$3,523,380

MEMO

To: Cordova City Council
From: City Planner
Date: 12/28/2011
Re: **Performance Deed of Trust Policy**

PART I. BACKGROUND

At the November 2, 2011 City Council meeting a discussion occurred about the different performance deed of trust foreclosure clauses and how they would be applied to the sale of City of Cordova property. The city council asked that the options that were presented be reviewed by legal and be brought back with the lawyer's advice. According to the City Attorney, the Council has discretion to require the forfeiture of the property, money damages, or both in the event that a landowner defaults on a performance deed of trust. In light of the many different types of property (i.e. commercial versus residential) and owners (i.e. private corporations, non-profit organizations, and individuals) as well as the City's various goals regarding development of the City, the City Attorney advised that the terms of the performance deeds of trust should be flexible and policy based as opposed to codified in the Cordova Municipal Code.

PART II. THE AGREEMENT

After careful consideration staff feels that having one foreclosure clause that is used on all sales would be the easiest, cleanest and most efficient policy, but also recognizes that this may limit the opportunities in some cases. If council feels that there needs to more than one foreclosure clause then staff supports option 2 which staff feels is the simplest and cleanest option.

PART III. CONCLUSION

Staff shall work with the City Attorney to draft a policy and to integrate this policy into City operations unless council would like to proceed with codifying the procedure for selecting performance deeds of trust. In that case staff will work with the attorney to draft an ordinance.

MEMO

To: Cordova City Council
From: City Planner
Date: 12/28/2011
Re: Performance Deed of Trust Policy

PART I. BACKGROUND:

The City Manager and the City Planner have been asked by the Council to come up with a policy for both *when* to use Performance Deeds of Trust as well as *what type* of Performance Deed of Trust should be used for different City land disposals. During the discussion by Council there seemed to be two main thought processes. The two were: 1) using the property “use” (i.e. commercial or residential) to determine the type of Performance Deed of Trust or 2) picking a Performance Deed of Trust type when the land disposal proposal is brought before the City Council (i.e. at the same time that the Council is picking one of the four methods of disposal).

As staff has been analyzing this issue, it has become apparent that there may be more than two types of Performance Deeds of Trust, so a list of types of Performance Deeds of Trust has been created. The list is as follows:

1. Using a “*Liquidated Damages*” clause – i.e. our old method
2. “*Foreclosing* on the Property” – i.e. the newer method we had recently used
3. Using “*no*” Performance Deed of Trust
4. “*Negotiating*” a Performance Deed of Trust with City Manager and Attorney

The two main criteria for determining the Performance Deed of Trust are discussed below.

Option 1 (property “use”) Commercial vs. Residential

Commercial uses would have the “*Foreclosing* on the Property” Deed of Trust where the property would go to auction while a residential use would have the using a “*Liquidated Damages*” clause Performance Deed of Trust. The other two options were not discussed by Council but it would seem that these could be applied to either type on a case by case basis.

An important step in this process would be to clearly define *commercial* and *residential*. This could be done by determining what zoning district the property is in and/or defining the building use and/or incorporating the definition that the State Fire Marshal uses for commercial and residential. The definitions for commercial and residential could be as follows:

Commercial Zoned districts	all business, industrial and commercial zones; all residential housing that is 4-plex or larger; all buildings designed and built for commercial, business or industrial uses
Residential Zoned districts	all residential zones (RR3, LDR, MDR), unrestricted zone and planned mobile home park zone; all dwellings or structures designed and built for people to live in and are 3-family dwellings or smaller.

Issues

The above definitions, would eliminate all rental properties that are tri-plexes or smaller from the “**Foreclosing** on the Property” Deed of Trust. These would not be considered commercial by the definition above. However, in some cases tri-plexes are, in fact, commercial properties – owned by investors.

Lots in a residential zone that are larger than 8,000 square feet could be subdivided into two lots; two houses could be built and then sold. It would be difficult to fit such a scenario into one of the definitions above. Albeit residentially zoned – the purchaser in this case was clearly involved in a business transaction – purchasing, subdividing and making a profit.

If performance deeds of trust were assigning based on the definitions above and prior to a proposal being selected it would be difficult to differentiation commercial uses in residential areas. Possibly selecting a performance deed of trust contract after the proposal was returned would eliminate part of the issues.

There is not a clear way to define when the other two options for performance deeds of trust would be used.

Option 2 (Picking a Type of Performance Deed of Trust)

The other thought process that was discussed is to have the type of Performance Deed of Trust assigned during the land disposal process much like how the method of selling (or not to sell) the land is done currently. Again the 4 types of Performance Deeds of Trust would be used:

1. Using a “**Liquidated Damages**” clause – i.e. our old method
2. “**Foreclosing** on the Property” – i.e. the newer method we had recently used
3. Using “**no**” Performance Deed of Trust
4. “**Negotiating**” a Performance Deed of Trust with City Manager and Attorney

This option would involve choosing the type of Performance Deed of Trust at the time that the recommendation from P&Z was brought the City Council.

In essence the Council would consider these options.

1. whether or not to sell the property
2. which method to use in disposal of the property
 - The four disposal methods are as follows:
 - Negotiate an agreement with the person who applied to lease or purchase the property;
 - Invite sealed bids to lease or purchase the property;
 - Offer the property for lease or purchase at public auction;
 - Request sealed proposals to lease or purchase the property
3. what type of contract will be used for this sale
 - Using a “**Liquidated Damages**” clause – i.e. our old method
 - “**Foreclosing** on the Property” – i.e. the newer method we had recently used
 - Using “**no**” Performance Deed of Trust
 - “**Negotiating**” a Performance Deed of Trust with City Manager and Attorney

This third step would be delayed if the proposal method was chosen in the step 2 above. In order to assign the best contract type; the contract would be assigned when city council awards the proposal.

PART II. CONCLUSION:

Staff feels that whether it is determined that this is a policy or whether it's codified that option 2 is the cleanest and most efficient choice. Staff would like to have the preferred option reviewed by the city attorneys for legal continuity.

Memo

To: Mayor and City Council
From: Moe Zamarron, Director of Public Works
CC: Mark Lynch, City Manager
Date: December 28, 2011
Re: City Surplus Personal Equipment Sale

Three items listed in the recent City of Cordova Surplus Equipment sale require City Council approval to either accept or reject the highest bids received for each.

1990 Ford Dumping flatbed, diesel, L800;
Highest bid: \$1,233.00
Estimated value: \$5,000.00
Public Works recommendation: Reject

1991 Ford Pickup, ¾ ton with dump bed insert;
Highest bid: \$750.00
Estimated Value: \$1,000.00
Public Works recommendation: Accept

1992 Michigan Loader, diesel L120;
Highest bid: \$ 11,112.00
Estimated Value: \$ 25,000.00
Public Works recommendation: Reject

Please consider this information and offer input as is seen fit.

Thank you,
Moe Zamarron
Director of Public Works
City of Cordova

PENDING AGENDA

Capital Priorities List Meeting – **March 2012, June 2012, September 2012, December 2012**

Discuss possible work session regarding hospital management / governance etc. week of January 9 - 13?

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, VACANCY, Darrel Olsen, Larue Barnes, VACANCY, Valerie Covell, David Roemhildt, Dan Logan, Nancy Bird, and Cathy Sherman

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Marine Advisory Program Coordinator; John Bocci; and Jeremy Botz, ADF&G

Cordova Trails Committee: Elizabeth Senear, VACANCY, Jim Kallander, Toni Godes, and David Zastrow

Public Services Building Design Committee: David Reggiani - Chairman, Chief Bob (Griffiths), Martin Moe, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer

January 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 New Years holiday— City Hall Offices Closed	3	4 7:15 pub hrg LMR 7:30 reg mtg LMR	5	6	7
8	9	10 Decl of Candidacy opens for Mar elec 5:30 Prks & Rec P&Z Commission Mtg 7pm CH	11 Hrbr Cms 7pm CH HSB 7pm LMR Sch Bd 7pm HSL	12	13	14
15	16 MLK Jr. holiday— City Hall Offices Closed	17	18 Tentative Town Hall mtg with AKDoT 6pm 7:30 reg mtg LMR	19	20	21
22	23	24	25	26	27	28
29	30	31				Location Legend CH—City Hall Confer- ence Room LMR—Library Meeting Room HSL—High Sch Lib

February 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib			1 Clerk vaca ———— 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	2 —————	3 —————	4
5 SUPERBOWL SUNDAY	6 Clerk vaca ————	7 ————— Decl of Candidacy closes for Mar elec	8 ————— Hrbr Cms 7pm CH HSB 7pm LMR Sch Bd 7pm HSL	9 —————	10 —————	11
12	13 Clerk vaca ————	14 ————— 5:30 Prks & Rec LMR P&Z Commission Mtg 7pm CH	15 ————— 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	16 —————	17	18
19	20 Presidents' Day—City Hall Offices Closed	21 Absentee voting in person at CH—thru 3/5/12	22	23	24	25
26	27	28	29			Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib

March 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib				1	2	3
4	5	6 ELECTION DAY Polls open 7am—8pm Library Mtg Room	7 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	8	9 2012 Property Tax Assessment Notices in the mail (30 day appeal period begins)	10
11	12	13	14	15 7:00 spec mtg to certify election results	16	17
18	19	20	21 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	22	23	24
25	26 Seward's Day—City Hall Offices Closed	27	28	29	30	31 109