

**Mayor**  
James Kacsh

**Council Members**  
Kristin Carpenter  
Tim Joyce  
David Allison  
Bret Bradford  
EJ Cheshier  
David Reggiani  
James Burton

**City Manager**  
Randy Robertson

**City Clerk**  
Susan Bourgeois

**Deputy Clerk**  
Tina Hammer

**Student Council**  
Sarah Hoepfner  
Gabrielle Brown

**REGULAR COUNCIL MEETING  
JANUARY 15, 2014 @ 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 Kacsh, Council members Kristin Carpenter, Tim Joyce, David Allison, Bret Bradford, EJ Cheshier, David Reggiani and James Burton

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

**E. DISCLOSURES OF CONFLICTS OF INTEREST**

**F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

1. Guest Speaker – **Joel Azure**, NVE performance deed of trust proposal..... **(page 1)**
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)
4. Student Council Representative Report

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

5. Resolution 01-14-04..... **(page 17)**  
A resolution of the City Council of the City of Cordova, Alaska adopting an alternative allocation method for the FY14 Shared Fisheries Business Tax program and certifying that this allocation method fairly represents the distribution of significant effects of fisheries business activity in FMA 15: Prince William Sound
6. Council waiving right to protest renewal of liquor licenses..... **(page 19)**  
Alaskan Hotel & Bar and Laura's Liquor Shoppe

**H. APPROVAL OF MINUTES**

7. Regular Meeting Minutes 12-18-13..... **(page 25)**
8. Regular Meeting Minutes 1-02-14..... **(page 29)**

**I. CONSIDERATION OF BIDS**

**J. REPORTS OF OFFICERS**

9. Mayor's Report
10. Manager's Report
11. City Clerk's Report..... **(page 34)**

**K. CORRESPONDENCE**

12. Council letter to Anchorage area legislators regarding AMHS funding 01-03-14..... **(page 35)**
13. Mayor thanks to M. Frohnapfel for interest in P&Z Commission 01-03-14..... **(page 36)**
14. Mayor thanks to J. Betts for interest in Harbor Commission 01-03-14..... **(page 37)**

**L. ORDINANCES AND RESOLUTIONS**

15. Ordinance 1113..... **(voice vote)(page 38)**

An ordinance of the City Council of the City of Cordova, Alaska, authorizing a lease for a portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically a building known as the Prince William Sound Science Center and the south west 50 feet of the dock to the Prince William Sound Science and Technology Institute, an Alaska nonprofit corporation, doing business as Prince William Sound Science Center for the operation of the Prince William Sound Science Center – 1<sup>st</sup> reading

#### **M. UNFINISHED BUSINESS**

16. Update of active and inactive City committees..... (voice vote)(page 54)

#### **N. NEW & MISCELLANEOUS BUSINESS**

17. Acceptance of Planning & Zoning Commission Resolution 14-02..... (voice vote)(page 57)

18. Council decision on property disposal, portion ATS 220..... (voice vote)(page 59)

19. Council decision on property disposal, Lot 5, Block 2 South Fill..... (voice vote)(page 62)

20. Pending Agenda and Calendar..... (page 65)

#### **O. AUDIENCE PARTICIPATION**

#### **P. COUNCIL COMMENTS**

21. Council Comments

#### **Q. EXECUTIVE SESSION**

22. Attorney advice regarding City Performance Deeds of Trust  
(materials under separate cover to Council)

#### **R. ADJOURNMENT**

∞ ∞ ∞ ∞ January 23-25, 2014 Tipoff Tourney ∞ ∞ Cordova ∞ ∞ Seldovia ∞ ∞ Nikiski ∞ ∞ Unalaska ∞ ∞ ∞ ∞

**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](http://www.cityofcordova.net)

# Memo

To: City Council

Date: January 9, 2014

Re: NVE Performance Deed of Trust

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Attached is the Performance Deed of Trust for the purchase of Lot 11 Block 2 South Fill Development Park (See Location Map). The Performance Deed of Trust expired on 10/28/2013, NVE has been provided time to prepare and present a proposal to council, which they will do at the January 15<sup>th</sup> Regular Meeting. There will be an executive session with ***Attorney Cortney Kitchen*** from Birch Horton Bittner and Cherot to discuss the legal and financial ramifications of City Council's action(s) on the noncompliance of the Performance Deed of Trust.

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2010-000361-0

Recording Dist: 306 - Cordova

10/28/2010 10:49 AM Pages: 1 of 10



**CORDOVA RECORDING DISTRICT**

AFTER RECORDING, RETURN TO:

Thomas F. Klinkner  
Birch, Horton, Bittner and Cherot  
1127 W. 7th Avenue  
Anchorage, Alaska 99501-3399

**1578740FATC . PERFORMANCE DEED OF TRUST**

This PERFORMANCE DEED OF TRUST (this "Deed of Trust") is made this 10/28 day of October, 2010 (the "Effective Date"), by NATIVE VILLAGE OF EYAK, a federally recognized Indian Tribe (the "Trustor"), whose address is P.O. Box 2285, Cordova, Alaska 99574, to First American Title Company (the "Trustee"), whose address is 3035 C Street, Anchorage, Alaska 99503, for the benefit of the City of Cordova (the "Beneficiary"), whose address is P.O. Box 1210, Cordova, Alaska 99574.

1. **GRANT.** In consideration 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 Eleven (11), Block One (1), SOUTH FILL DEVELOPMENT PARK, according to Plat No. 86-2 filed in the 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 one (1) year after the Effective Date, Trustor shall commence construction on the Property of a building conforming substantially to the building plans set forth on Exhibit A (the "Building"). Trustor shall substantially complete the construction of the Building on the Property not later than the date three (3) years after the Effective Date. 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 Building, including without limitation its

structure, façade and windows, roof, heating, plumbing and lighting, are sufficiently complete so that the Trustor can occupy and use the Building 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**

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

4.1.2 Trustor has undertaken its obligations under this Deed of Trust primarily for commercial, industrial or business purposes, and not primarily for personal, family or household purposes.

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 Building, and will otherwise fulfill all of its 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 its 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, cause or permit any change in the entity, ownership, or control of Trustor 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 Building 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 expressed 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 may 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 agrees that Beneficiary has sold the Property to Trustor for SIXTY ONE THOUSAND DOLLARS (\$61,000.00), and that part of the consideration for the sale was Trustor's completion of the Building, 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 THOUSAND DOLLARS (\$20,000.00) 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 its 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.

6.5 **Trustor Waiver of Sovereign Immunity.** Trustor, as a federally recognized Indian Tribe possesses sovereign immunity from suit. For purposes of this Deed of Trust only, Trustor grants a limited waiver of its immunity from suit to claims brought by Trustee and Beneficiary only, and such waiver is limited to Trustee's and Beneficiary's enforcement of their rights under this Deed of Trust.

## 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 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. 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 agrees 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 counsel 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.

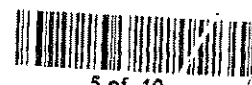
7.5 **Reliance.** Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this Deed of Trust, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

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 substitute 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, its agents, employees, contractors or invitees, in the operation of the Property unless the use or generation of the Hazardous Substance is necessary for the prudent operation of the Property in the ordinary course of Trustor's business and operations and in compliance with all Environmental Laws.





8.1.2 Trustor will at all times and in all respects use its best efforts 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 its own 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 have any environmental review, audit, assessment and/or report relating to the Property theretofore provided by Trustor to Trustee updated, 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 its 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 it 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, their 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 their successors and assigns.

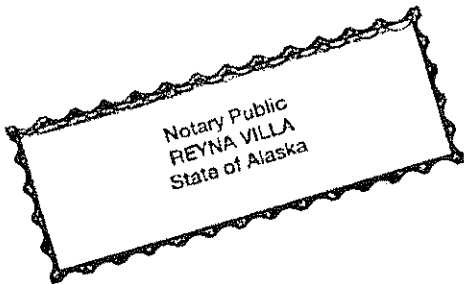
IN WITNESS WHEREOF, the Trustor has executed this Agreement as of the date first above written.

TRUSTOR: NATIVE VILLAGE OF EYAK

By: ✓ Angela Arnold  
Name: ✓ Angela Arnold  
Title: ✓ Executive Director

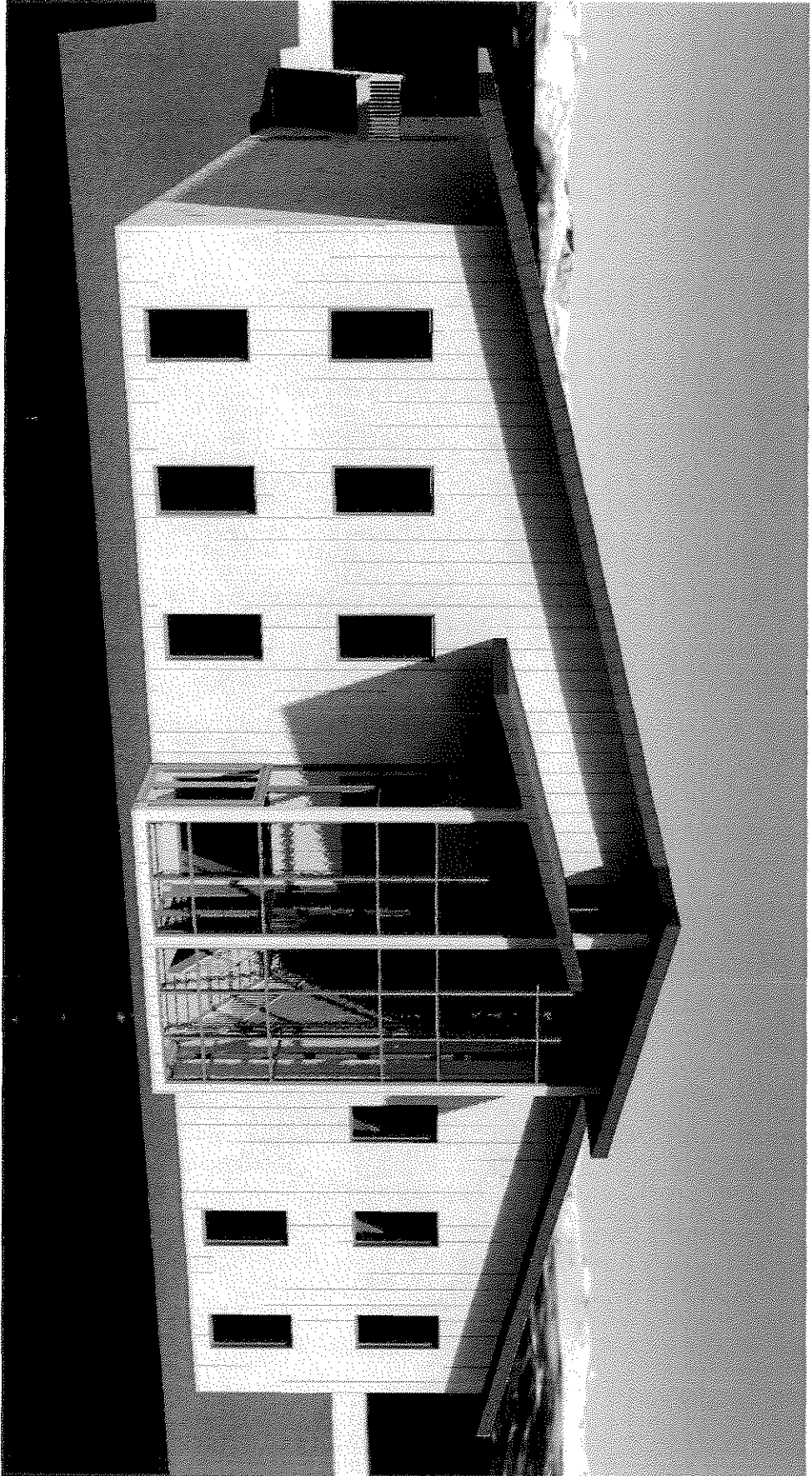
STATE OF ALASKA       )  
  ) ss:  
THIRD JUDICIAL DISTRICT    )

The foregoing instrument was acknowledged before me this 25 day of October, 2010 by: Angela Arnold Executive Director of the NATIVE VILLAGE OF EYAK, a federally recognized Indian Tribe, on behalf of the Tribe.



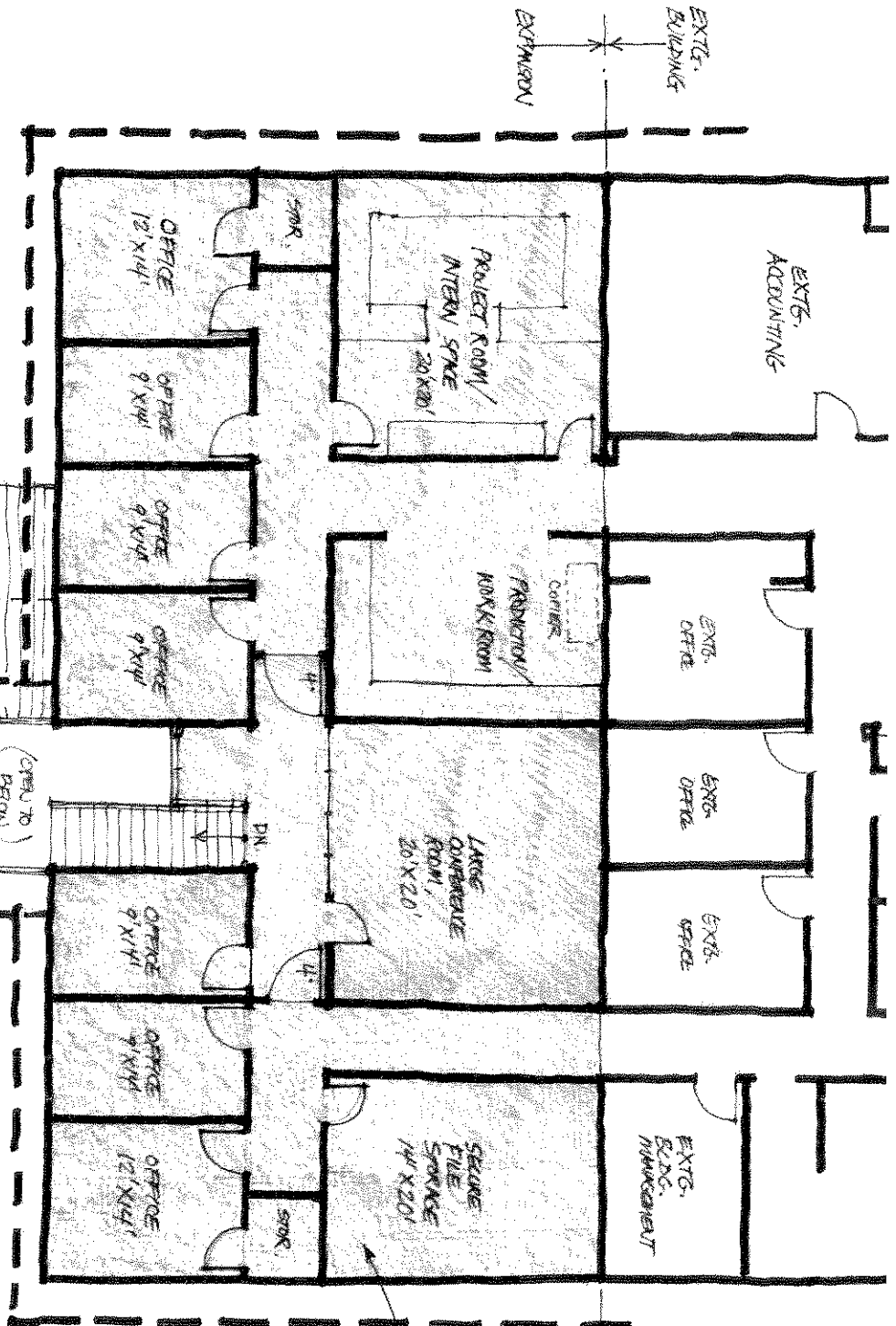
✓ Reyna Villa  
Notary Public in and for Alaska  
My commission expires: 6/8/2011





ILLANKA BUILDING EXPANSION  
3-D RENDERING

MRY ARCHITECTS  
May 25, 2009



NET ADD TO  
ILLANKA EXECUTIVE  
OFFICES, 2,500 SQ. FT.

TOTAL AREA SECOND FLOOR  
= 3120 SQ. FT.

ILLANKA BUILDING EXPANSION  
FLOOR PLAN 2

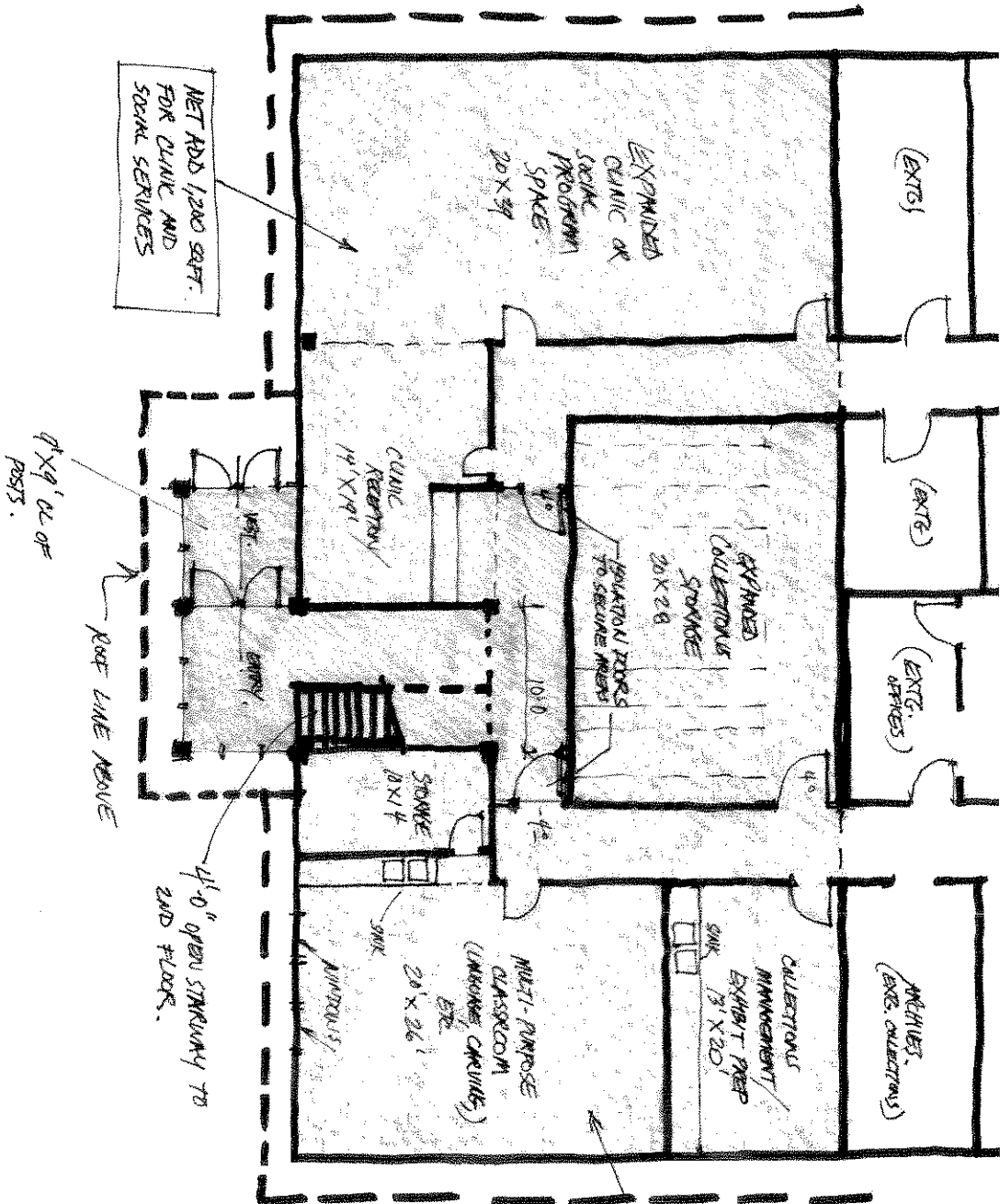
5' 10'

MRV ARCHITECTS  
May 21, 2009

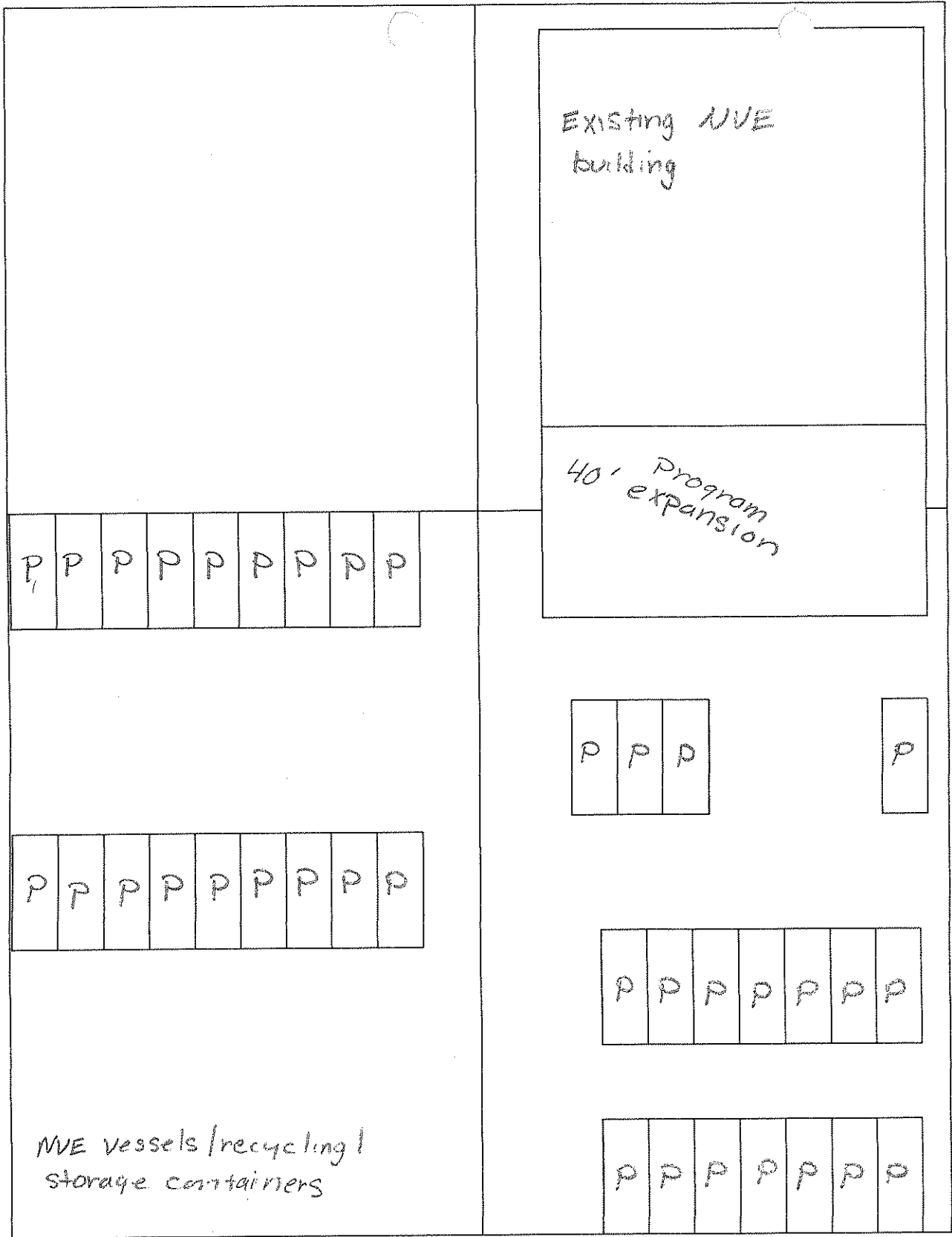
# ILLANKA BUILDING EXPANSION FLOOR PLAN 1

5'

10'



MRV ARCHITECTS  
May 21, 2009





# Drainage Plan Lot 11, Block 1, South Fill



Location of Lot 11, Owned by NVE with Performance Deed of Trust



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## A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

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DATE: January 7, 2014

TO: Mayor and City Council

SUBJECT: Resolution 01-14-04

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The attached resolution involves adopting an alternative allocation method for the FY14 shared fisheries business tax program and certifying that this method fairly represents the distribution of significant effects on fisheries business activity in the Prince William Sound Management area (Cordova, Valdez, and Whittier).

The funding available for the program this year is equal to half of the state fisheries business tax revenues collected outside of municipal boundaries during calendar year 2012. The available funding is allocated among the 19 fisheries management areas based on pounds of fish and shellfish processed in the whole state during the 2012 calendar year and then allocated based on Fisheries Business Tax Return information for the same year (i.e. FMA 15 gets funded a percentage of the whole equal to the percentage of pounds that were caught in FMA 15).

In the standard allocation method, half of the annual allocation to be shared within the fisheries management area is divided equally among the participating municipalities in that FMA, and the other half is divided and distributed to those communities based on dollar amount of fisheries-related impacts. Examples of impacts are: increased demands on fresh water systems, increased sewage demand based on seasonal population increase, additional staff such as harbor and police to provide extra coverage for the influx of transient residents for the fishing season, damages to the docks from fishing vessels, etc. These impacts would have to be carefully recorded and dollar amounts would have to be attached to each impact annually. Also, once a municipality goes through the tedious process of reporting the impacts, there are no guarantees that the state will accept them. This method is felt to be more costly than would be the benefit of any extra percentage of half of the FMA allocation when considering staff time to compile the information. Also, to switch from the alternative method to the standard method creates bad feelings in the FMA because if one community changes to the standard method, the other communities are forced to change as well.

In the alternative allocation method, the annual allocation to be shared within the FMA can be split in a number of different ways. Currently, the Prince William Sound FMA does an equal 3-way split. Other FMA's incorporate different methods and combinations of methods to measure the significant effects of fisheries business activity within their municipalities. The alternative method is negotiated among the communities within the FMA. All communities within an FMA must agree before the state will accept the alternative distribution method.

Currently, the alternative allocation method of Prince William Sound FMA is on file at DCC&ED. We have used this method since 2000. Valdez collects the resolutions from the three municipalities as they are passed and submits them to the state.

The FY14 program allocation for the PWS FMA is estimated to be \$97,823.64. Cordova's share will be approximately \$32,607.88. This program distribution is based on pounds of fish processed within our FMA but outside of municipal boundaries.

Recommended Motion: Move to approve Resolution 01-14-04.

Staff Recommendation: Majority voice vote.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 01-14-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA  
ADOPTING AN ALTERNATIVE ALLOCATION METHOD FOR THE FY14  
SHARED FISHERIES BUSINESS TAX PROGRAM AND CERTIFYING THAT THIS  
ALLOCATION METHOD FAIRLY REPRESENTS THE DISTRIBUTION OF  
SIGNIFICANT EFFECTS OF FISHERIES BUSINESS ACTIVITY IN FMA 15: PRINCE  
WILLIAM SOUND**

**WHEREAS**, AS 29.60.450 requires that for a municipality to participate in the FY14 Shared Fisheries Business Tax Program, the municipality must demonstrate to the Department of Commerce, Community, and Economic Development (DCCED) that the municipality suffered significant effects during calendar year 2012 from fisheries business activities; and

**WHEREAS**, 3 AAC 134.060 provides for the allocation of available program funding to eligible municipalities located within fisheries management areas specified by DCCED; and,

**WHEREAS**, 3 AAC 134.070 provides for the use, at the discretion of DCCED, of alternative allocation methods which may be used within fisheries management areas if all eligible municipalities within the area agree to use the method, and the method incorporates some measure of relative significant effect of fisheries business activity on the respective municipalities in the area; and,

**WHEREAS**, The Cordova City Council proposes to use an alternative allocation method for allocation of FY14 funding available within the Prince William Sound Management Area in agreement with all other municipalities in this area participating in the FY14 Shared Fisheries Business Tax Program.

**NOW, THEREFORE, BE IT RESOLVED**, that The City Council of the City of Cordova by this resolution certifies that the following alternative allocation method fairly represents the distribution of significant effects during 2012 of fisheries business activity in the Prince William Sound Management Area.

**ALTERNATIVE ALLOCATION METHOD:** All eligible communities in the Prince William Sound Fisheries Management Area (Whittier, Valdez, and Cordova) will receive an equal share of the available funds.

**PASSED AND APPROVED THIS 15<sup>th</sup> DAY OF JANUARY, 2014**

\_\_\_\_\_  
James Kacsh, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

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## A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

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DATE: December 26, 2013  
TO: Mayor & City Council  
SUBJECT: Liquor License Renewals

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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 Wintle and Finance Director Jon Stavig have been advised and their suggestions to Council are attached hereto. The Clerk's office has opined that property tax wise, these two owners are current on 2013 property taxes owing to the City.

Licenses: Alaskan Hotel & Bar – Beverage Dispensary Lic. #40  
Alaskan Hotel & Bar – Package Store Lic. #41  
Laura's Liquor Shoppe – Package Store Lic. #911

**Suggested motion:** move to waive Council's right to protest the ABC Board's approval of the applications for renewal of the Alaskan Hotel & Bar's Beverage Dispensary Lic. #40, the Alaskan Hotel & Bar's Package Store Lic. #41 and Laura's Liquor Shoppe's Package Store Lic. #911.

**Required Action:** Majority voice vote or unanimous roll call vote of the consent calendar.



December 26, 2013

**Renewal Application Notice**

City of Cordova  
Attn: City Clerk  
VIA EMAIL: [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net)

DBA	Lic Type	Lic #	Owner	Premise Address
Alaskan Hotel & Bar	Beverage Dispensary	40	600 First Street	David Chipman & Cheryl Lewis
Alaskan Hotel & Bar	Package Store	41	600 First Street	David Chipman & Cheryl Lewis
Laura's Liquor Shoppe	Package Store	911	608 1st Street	Laura's Liquor Shoppe LLC

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 a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed



premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 13 AAC 104.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 13 AAC 104.335(a)(3), AS 04.11.090(e), and 13 AAC 104.660(e) must be approved by the governing body.

Sincerely,

SHIRLEY A. COTÉ  
Director

/s/ *Christine C. Lambert*

Christine C. Lambert  
Licensing & Records Supervisor  
[Christine.lambert@alaska.gov](mailto:Christine.lambert@alaska.gov)

To: Mayor and City Council  
Through: Randy E. Robertson, City Manager  
Subject: Liquor License Renewal Notice dated 12-26-2013  
Date: December 26, 2013  
From: Jon K. Stavig, Finance Director

I have reviewed the status of the Alaska Hotel & Bar (Licenses #40, 41) and Laura's Liquor Shoppe (License #911) as it relates to compliance with City Code relating to business license, sales tax and utility services.

From such review, I find no reason to protest renewal of both of these entities.

Respectfully,

Jon K Stavig  
Finance Director  
City of Cordova





## *Cordova Police Department*

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

January 2, 2014

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

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

Dear Susan,

I have no reason to protest the renewal of the liquor licenses for the Alaskan Hotel and Bar (Liquor Licenses #40 and #41).

Sincerely,

*George D. Wintle*

George Wintle  
City of Cordova  
Chief of Police



## *Cordova Police Department*

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

January 2, 2014

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

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

Dear Susan,

I have no reason to protest the renewal of the liquor license for Laura's Liquor Shoppe (Liquor License #911).

Sincerely,

*George D. Wintle*

George Wintle  
City of Cordova  
Chief of Police

**CITY COUNCIL REGULAR MEETING  
DECEMBER 18, 2013 @ 7:30 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kacsh* called the Council Regular Meeting to order at 7:30 pm on December 18, 2013, in the Library Meeting Room.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

*Mayor James Kacsh* led the audience in the Pledge of Allegiance.

**C. ROLL CALL**

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter*, *David Allison*, *Bret Bradford* and *Dave Reggiani*. Council Member *Tim Joyce* was present via teleconference. Council members *EJ Cheshier* and *James Burton* were absent. Also present were Student Council representative *Gabrielle Brown*, City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

**D. APPROVAL OF REGULAR AGENDA**

*M/Reggiani S/Bradford* to approve the Regular Agenda.

Vote on motion: 5 yeas, 0 nays, 2 absent (Burton, Cheshier). Motion passes.

**E. DISCLOSURES OF CONFLICTS OF INTEREST - none**

**F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

1. Guest Speaker - none
2. Audience comments regarding agenda items - none
3. Chairpersons and Representatives of Boards and Commissions

*HSB – Allison* said there would be an HSB meeting before the next regular council meeting on January 2.

*Parks and Rec – Carpenter* said they haven't had another meeting since last Council report.

*Planning and Zoning – Reggiani* said P&Z had a meeting on December 10 and said there are a few items from that meeting in the consent calendar tonight (2 final plats). They also reviewed a letter of interest for a portion of ATS 220 by Ocean Beauty which was referred to staff as the commission needed more information. They also looked at a variance request.

*School Board – Bradford* said there was a meeting last week but he had to duck out early.

4. Student Council Representative's report: *Gabrielle Brown* said the holiday carnival was held at the elementary school and it was a great success. Deck the Halls competition was won by the juniors, seniors got second place and seventh graders got third. She said Christmas break is this week and next and school starts again January 6. The band concert was on Tuesday night. Three wrestlers: *Jed (Sapp)*, *Cody (Howard)* and *Josh (Hamberger)*, went to state and there was a spirit week for them. They are having a coin drive for disaster relief for the Philippines. The school board voted to remain 3A. They will have elections for Student Council in January but they might be delayed because they are in search of an advisor currently.

**G. APPROVAL OF CONSENT CALENDAR**

*Mayor James Kacsh* informed Council that the consent calendar was before them.

**5. Resolution 12-13-68**

A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of Whitshed Road-mile 3.8 SLUP Lot Tract A: a Subdivision of Eyak Corporation lands within USS 5103

**6. Resolution 12-13-69**

A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of Whitshed road-mile 5 SLUP Lots Tract A, Tract B, Tract C and Tract D: a Subdivision of Eyak Corporation lands within USS 5103

Vote on Consent Calendar: 5 yeas, 0 nays, 2 absent (Burton, Cheshier). Joyce-yes; Reggiani-yes; Carpenter-yes; Bradford-yes and Allison-yes. Consent Calendar was approved.

## **H. APPROVAL OF MINUTES**

*M/Reggiani S/Bradford* to approve the Minutes.

7. Regular Meeting Minutes 11-20-13

Vote on motion: 5 yeas, 0 nays, 2 absent (Burton, Cheshier). Motion passes.

## **I. CONSIDERATION OF BIDS - none**

## **J. REPORTS OF OFFICERS**

8. Mayor's Report – *Mayor Kacsh* said the Governor's budget is out and he has included a \$3 Billion infusion into the PERS, which would help keep municipalities

9. Manager's Report – *Robertson* reported on the following: 1) *Senator Stevens* still planning on being here second week in January – details to follow; 2) good news in the next few days we will hear if Providence has awarded the City a grant of up to \$50K for the purchase of exercise equipment; 3) NVE has purchased a rather expensive blood pressure monitor (cuff) for use at Bidarki – and they are almost certainly getting the \$35K+ for a new police car, wonderful cooperative spirit; 3) a mediation date has been set for mid-March; 4) at a budget work session you challenged us to come back with more info on LT2 – the first round of consultants (HDR) are here now and he wanted to introduce them; also *Robertson*, *Hallquist* and *Koplin* had a meeting this week and they are excited about piggy-backing with us to also benefit greatly. The other thing, *Josh Hallquist* will report back to you with the last bit of information on the baler project. *Robertson* mentioned that the grant was given to us in 1999 and we have received an email which states, you better start spending it and quick.

*Hallquist* had a handout for Council which had the baler project broken down into segments. He said it was material very similar to what they have seen in the past; the \$497K left in the grant is in jeopardy of being closed out if we don't start spending it. The plan is to match the \$497 with \$213K from the City (\$91K existing refuse depreciation acct balance, \$75K the 2014 depreciation contribution, \$47K from baler operations for 2014). *Hallquist* has it broken into 6 phases, 2 of which are under the "funded scope" (i.e. the \$710K will get us these completed), the rest are to be done later (i.e. unfunded scope of phases 3 – 6, which total another \$257,650). The first things are the drain system and floor repair, insulated building shell, roof, concrete knee wall and exterior doors. The unfunded things are also really important and consist of interior build out, interior water system, electrical upgrades and snow deflection at entry. *Susan Start* the grant manager with DEC will be coming in mid-January and it had previously been explained that the loan was tied to the wood-burner and the "getting rid of" the burn pile. As *Hallquist* has spent time talking to *Start*, he believes that it is not specifically tied to those things. *Hallquist* will therefore, bid these items out as being able to be paid with the loan too because we really don't want to have to spend down all of our depreciation account which was always intended to assist with the purchase of a new garbage truck which will be needed soon. *Hallquist* was explaining this as the route he will be taking – how he will charge forward. *Bradford* asked about using the loan funds for the phase 3-6 items. *Hallquist* said we will finesse these things and with her assistance will use the loan for as many of these as will fit the parameters (e.g. drain system – yes, exterior doors – probably not). *Bradford* asked if *Hallquist* needed Council concurrence to move forward and if so, what the time frame is. *Hallquist* said he already has DHi engineering working on the drain system, and he anticipates having an RFP out by mid-January which will be noticed for 30 days; he is getting *Brandon Dahl* trained up on RFPs etc. so he can be in charge of his own destiny. *Mayor Kacsh* asked what was and wasn't budgeted for this in 2014. *Stavig* said the \$710K is in the 2014 budget. *Robertson* explained that this is budgeted and that Council had asked that we come back with some more detail before we start spending the money (on this baler project and on LT2); he said that this is an advisory thing, it's in the budget and you asked for more information, unless there is a concern this is ripe for moving forward and we are. *Reggiani* said he would be interested in seeing that RFP.

**Robertson** continues with his report: 5) he introduced the two engineers from HDR who were in town to do some LT2 preliminary studies, **Wescott Bott** and **Brian Black**. Robertson reminded everyone about our unique problem, or opportunity here is the possibility of getting hydro as a by-product of this as well as a possibility of helping divert some water to the canneries to help with capacity issues (we have EPA's ok to send them untreated water). 6) Robertson took this time to introduce new City employees to Council: **Raena Kempe**, Finance Department, front desk; **Kevin Clarke**, Water-Sewer operator; **Joseph Sison**, Refuse department; **Jake Holley**, Streets department; he let the Chief introduce three new employees of the Police Department: **Kara Johnson**, dispatcher; **Derrickk Torgerson**, Police officer; **Greg Rubio**, Police officer.

10. City Clerk's Report – **Bourgeois** said that she has been advertising for requests for letters of interest to fill vacant positions on Parks and Rec, Planning and Zoning and Harbor Commission. She asked Council to please speak with constituents and drum up some interest so those vacancies can be filled soon. The qualification for those board and/or commission members is that the appointee must be a registered voter in Alaska with a Cordova address.

## K. CORRESPONDENCE

11. Letter from DCCED in re National Forest Receipts 11-25-13

## L. ORDINANCES AND RESOLUTIONS

12. Resolution 12-13-67 A resolution of the City Council of the City of Cordova, Alaska, adopting service fees, rates and charges for the 2014 calendar budget

**M/Reggiani S/Allison** to approve Resolution 12-13-67 a resolution of the City Council of the City of Cordova, Alaska, adopting service fees, rates and charges for the 2014 calendar budget.

Vote on motion: 5 yeas, 0 nays, 2 absent (Burton, Cheshier). Joyce-yes; Allison-yes; Reggiani-yes; Bradford-yes and Carpenter-yes. Motion passes.

13. Resolution 12-13-70 a resolution of the City Council of the City of Cordova, Alaska, adopting an operating and capital budget for fiscal year 2014 and appropriating the amount of \$15,728,915, as summarized pursuant to the following table

**M/Allison S/Reggiani** to approve Resolution 12-13-70 a resolution of the City Council of the City of Cordova, Alaska, adopting an operating and capital budget for fiscal year 2014 and appropriating the amount of \$15,728,915, as summarized pursuant to the following table.

**Joyce** asked about the \$10K that was being funded to the PWSCC. He said when we first took it out he remembered that we did take it out because then we said that was the extra \$10K we were giving to the Chamber of Commerce. So, now that we have put it back in, he feels like we are going against what we had first said when we decided to earmark that \$10K in savings towards the extra \$10K being given to the Chamber of Commerce. **Allison** said he realized it at the time Council gave it back to the College and he's ok with it. **Bradford** said he missed the meeting when we upped the Chamber amount to \$85K he wondered what we were getting for that. **Allison** said they had a budget that they presented and they were asking for \$100K and we went with the \$85K. **Reggiani** opined that what he is looking at is the transfer to GF reserve which is sitting at \$725K which is about \$100K lighter than what he had hoped it would be. **Joyce** reminded everyone that there is no streets money in this budget for road repairs. He brought up the college \$10K in an effort to find some money for a street repair budget to be added in. After a lengthy discussion about streets and road repair, **Robertson** reminded Council that they hope to know the snowpocalypse money amount soon and intend to come back to Council in February with a plan for streets. There was more Council discussion and some suggested putting a \$50K placeholder in for streets yet none of the Council members was forthcoming with where to raise revenue to account for that \$50K. **Robertson** mentioned that they budgeted a facilities contract in 2014 for \$48K and he was willing to part with some of that if they needed it. **Reggiani** said he was in favor of passing the budget as laid out in front of them including all of the contributions to outside entities knowing that the streets would be revisited at

a time no later than February when there also might be information on some unanticipated revenue. **Allison** said this is like Ground Hogs Day all over again, we have discussed this a few times in the past month, and he's in favor. **Bradford** agreed. **Joyce** opined that if there is a commitment by staff and certainly by Council that there will be some money dedicated to streets this summer then he will support this, although he will not be in support of taking it out of the General Fund reserve.

Vote on motion: 5 yeas, 0 nays, 2 absent (Burton, Cheshier). Carpenter-yes; Bradford-yes; Joyce-yes; Reggiani-yes and Allison-yes. Motion passes.

## **M. UNFINISHED BUSINESS**

### **N. NEW & MISCELLANEOUS BUSINESS**

#### **14. Pending Agenda and Calendar**

**Bourgeois** said the first meeting in January will be on January 2 because the Wednesday is a holiday and the next day that a quorum can be had will be January 2. HSB anticipates meeting on that day as well.

### **O. AUDIENCE PARTICIPATION**

**Darrel Olsen** spoke in favor of keeping Dr. Gear at CCMC, he praised him as being a great doctor and wanted to see the hospital keep him on as he is great with patients such as the long term care patients like his mother, **Barbara Olsen**.

**Chris Hamilton** spoke in favor of keeping Dr. Gear at CCMC he relayed a story of excellent patient care and wished Cordovans could have continuity of providers.

**Altana Olsen** also spoke highly of Dr. Gear; spoke to his professionalism and dedication to the profession, and wished there was something that could be done to keep him on at CCMC.

### **P. COUNCIL COMMENTS**

#### **18. Council Comments**

**Carpenter** thanked **Josh (Hallquist)** for moving forward with the baler project. She also thanked the members of the public for coming out to speak to Council tonight.

**Bradford** offered kudos to **Josh** as well and thanked **Randy** for introducing the new City employees.

**Reggiani** thanked staff, department heads and **Jon (Stavig)** for the budget work; he looks forward to seeing the bound hard copies after they are printed.

**Allison** also thanked **Randy** for the introductions of new employees; he looks forward to celebrating the season on Saturday night with City staff; and he thanked **Josh** and **Randy** for all the extra time being spent in Public Works.

**Mayor Kacsh** appreciated the dedication of staff and council during and throughout the budget process. He said it was an interesting and fun year.

### **Q. EXECUTIVE SESSION**

#### **19. Cordova Center Finances**

**Robertson** said this executive session was not needed

### **R. ADJOURNMENT**

**M/Allison S/Burton** to adjourn the regular meeting at 08:58 pm  
Hearing no objection, the meeting was adjourned.

Approved: January 15, 2014

Attest: \_\_\_\_\_

Susan Bourgeois, City Clerk

**CITY COUNCIL REGULAR MEETING  
JANUARY 02, 2014 @ 7:30 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kacsh* called the Council Regular Meeting to order at 7:30 pm on January 2, 2013, in the Library Meeting Room.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

*Mayor James Kacsh* led the audience in the Pledge of Allegiance.

**C. ROLL CALL**

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter*, *Bret Bradford*, *EJ Cheshier*, *Dave Reggiani* and *James Burton*. Council Members *Tim Joyce* and *David Allison* were present via teleconference. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

**D. APPROVAL OF REGULAR AGENDA**

*M/Reggiani S/Cheshier* to approve the Regular Agenda.

Vote on motion: 7 yeas, 0 nays. Burton-yes; Joyce-yes; Cheshier-yes; Bradford-yes; Carpenter-yes; Reggiani-yes and Allison-yes. Motion passes.

**E. DISCLOSURES OF CONFLICTS OF INTEREST - none**

**F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

1. Guest Speaker - none

2. Audience comments regarding agenda items

*Katrina Hoffman* of 301 South Second Street thanked the room full of people she sees who are willing to give their time to the community especially on a holiday week, she is grateful for that. She said she has appreciated *Randy (Robertson)* since he has come on; he has been proactive in his communication with the science center. She said she knows Council will be looking at a revised lease in executive session; she said the new language she has inserted is all about maintenance and operations. She hopes there are no strong concerns or major objections with that language. She would be happy to answer those concerns now, but she is getting on the early ferry tomorrow and will not be sticking around for the entire Council meeting. She said if agreed upon she and *Randy* will work together to complete the process.

*Tom Bailer* 304 Orca Inlet Rd. just wanted to clarify that how can negotiations for a public asset be done in closed session? Maybe at some point tonight someone can clarify that for him.

3. Chairpersons and Representatives of Boards and Commissions

*Harbor – Burton* said no meeting in January – next is February

*HSB – Allison* said there would be an HSB meeting on January 15.

*Parks and Rec – Carpenter* said they haven't had another meeting since last Council report.

*Planning and Zoning – Reggiani* said P&Z would be meeting on Tuesday January 7.

*School Board – Bradford* said there would be a meeting January 8.

**G. APPROVAL OF CONSENT CALENDAR**

*Mayor James Kacsh* informed Council that the consent calendar was before them.

Item 8 was called out and therefore, removed from the consent calendar. It was placed under I, consideration of bids.

5. Resolution 01-14-01 a resolution of the City Council of the City of Cordova, Alaska authorizing Randy Robertson, City Manager, to execute any and all documents that may be required by the State of Alaska Department of Environmental Conservation to reflect the indebtedness, the terms of its

repayment, and any security therefor, including but not limited to an agreement for the loan and a promissory note regarding water quality at the refuse transfer site.

6. Resolution 01-14-02 a resolution of the City Council of the City of Cordova, Alaska authorizing Randy Robertson, City Manager, to execute any and all documents that may be required by the State of Alaska Department of Environmental Conservation to reflect the indebtedness, the terms of its repayment, and any security therefor, including but not limited to an agreement for the loan and a promissory note regarding water system improvements.

7. Resolution 01-14-03 a resolution of the City Council of the City of Cordova, Alaska thanking Mr. McCallister, Ms. Humphrey-Barnett and the entire board of the Providence Alaska Foundation for their extraordinary gifts including funding the largest acquisition of exercise and diagnostic equipment and the greatest expansion of health-related programming in the City's recent history.

~~8. Contract approval with Arctic Information Technology for TotalCare managed information technology services~~

Vote on Consent Calendar: 7 yeas, 0 nays. Bradford-yes; Reggiani-yes; Allison-yes; Cheshier-yes; Carpenter-yes; Joyce-yes and Burton-yes. Consent Calendar was approved.

## H. APPROVAL OF MINUTES

*M/Reggiani S/Burton* to approve the Minutes.

9. Regular Meeting Minutes 12-04-13

10. Public Hearing Minutes 12-18-13

Vote on motion: 7 yeas, 0 nays. Cheshier-yes; Allison-yes; Bradford-yes; Joyce-yes; Carpenter-yes; Burton-yes and Reggiani-yes. Motion passes.

## I. CONSIDERATION OF BIDS

8. Contract approval with Arctic Information Technology for TotalCare managed information technology services

*M/Cheshier S/Carpenter* to direct the City Manager to enter into a contract with Arctic IT, to provide TotalCare managed services and associated work for an annual sum of Eighty Six Thousand dollars and no cents (\$86,000).

*Cheshier* asked if this is a fair contract, he has nothing to go by on this one. He wondered what previous contracts for this looked like. *Robertson* said the short answer is this is an extraordinary contract, extraordinarily fair for the City. He mentioned moving to the cloud, i.e. away from the 12 year old server. He said we went through this in detail in the budget process. *Bradford* said he has a lot of heartburn with this contract; he thought we budgeted separately \$16K for all of the workstations that needed to be updated. He didn't believe that we had a previous contract with Arctic IT for this. *Robertson* said if there are concerns, he asked if next time they could let him know a day or more ahead of time so the appropriate staff is here with the answers that Council needs. *Bradford's* concern is that it is for 24 months – he doesn't want to tie the hands of future Council's when we have only budgeted for one year. *Carpenter* thought we did not have a contract and the plus side of this is that it makes the scope of work more articulated. *Robertson* said he really thought this was fairly explained in the past because the numbers we put in the budget were equal to the ask in this contract approval; i.e. \$86K. Arctic was actually in last week, doing some year end and working more on the cloud implementation and if he had known there were any concerns, he may have stopped that from occurring. *Reggiani* said he can understand *Bradford's* concerns. To him this looks like a maintenance agreement and he had trouble following it as well. He thinks it would be helpful to have *Laura Cloward* at the next meeting and he's sorry that we didn't give *Robertson* the heads up. *Cathy Sherman* was present and asked if she could answer any questions. *Robertson* asked *Sherman* if she recalled how long we have had Arctic IT as a contractor; she responded, since 2006. *Bradford* said he is still concerned about the cost of \$7350/month for 57 computers and the 24 month term. He said they have no liability in this contract. *Sherman* said there is a 60 day notice to quit that we can exercise at any time and that clause has been in there since 2006. *Sherman* said as far as their



service goes, we haven't had any major issues and we are happier with this company now than we have been in a couple of years. They have stepped up to the plate and have come through for us when we have emergencies. We have a great working relationship currently. **Reggiani** said he is glad to hear that because he thought that not too long ago we were concerned about Arctic IT and their performance. **Sherman** agreed, but said yes it has improved greatly mostly due to the consolidation of all of our IT requests/concerns/needs being all funneled through one person now; **Laura Cloward**, a great move on the City's part hiring that position and person. **Bradford** asked if we had Total Care last year. **Sherman** said we got there about half way through the year. **Bradford** said he would like to know what we paid Arctic IT last year. **Robertson** said remember that will be in many different budgets last year, we did consolidate that into one location in the 2014 budget. In 2014 we are saving \$26K alone with this contract (because of cloud migration) in that we are not purchasing the new server for that amount. **Robertson** also said that this contract conceptually is what other vendors that we explored had to offer. We spoke with **Mr. Kelly** at CTC, we spoke with GCI. **Carpenter** said she would just like to know if this contract is the industry standard; we are entrusting this company with our security. **Joyce** opined that we talked about the price during budget and he is comfortable with staff bringing this to us for approval. **Mayor Kacsh** said he is comfortable because he knows what he is paying for essentially the same IT services and he has one tenth of the number of workstations and pays about one tenth the price monthly.

**M/Bradford S/Reggiani** to refer to staff and he will forward specific questions he would like answered.

**Burton** asked if this will affect the price. **Robertson** does not know the answer to that. **Sherman** said she would do her best to explain it to them but she wouldn't want to go too long. **Bradford** said he would propose a special meeting early next week if needed. **Reggiani** said he believes that staff knows they could ask for a special meeting if necessary once they can answer the questions that have been posed.

Vote on motion: 5 yeas, 2 nays. Bradford-yes; Reggiani-yes; Cheshier-yes; Carpenter-yes; Joyce-no; Allison-no and Burton-yes. Motion passes.

## **J. REPORTS OF OFFICERS**

**11. Mayor's Report** – **Mayor Kacsh** said next week on Tuesday reps from PWSRCAC will be in town. He spoke to **Angela Reilly** of Eyak Corp about the possibility of creating a veteran's memorial and she is asking for City input on possible locations.

**12. Manager's Report** – **Robertson** reported that until about five minutes ago, he'd say it was the best week he has had in Cordova. There was some great news this week including: 1) Pool and Bidarki are now open on Sundays; 2) NVE has purchased the blood pressure apparatus for Bidarki – an almost \$5K donation; 3) Homeland Security has granted us an extra \$97K for the emergency generator at the USFS building; 4) **Senator Stevens** is visiting next week – and agenda is being put together, **John Bitney** will be here as well; 5) he is looking to fill the PWD position with an engineer – that is being advertised currently; **Josh Hallquist** is filling in during the interim; he has asked **Ms. Greenwood** to move over and help **Hallquist** through this and it may be a realignment in the future to have Planning under the Public Works Department – i.e. under the City Engineer; 6) January 20 Siemens Corporation will conduct an energy audit – three day process, at no cost to us; 7) Mt. Eccles playground – steel had been unaccounted for and it was uncertain if it was on a barge by mistake back to Seattle – it appears now as though it will be at the Elementary school tomorrow morning; 8) **Susan Start** of DEC will be here in 2 weeks to meet with **Dahl, Greenwood, Hallquist** and **Robertson** to discuss Baler and LT2 projects; 9) **Shannon Joekay** in planning has resigned, she has been a positive asset to the City but has taken a better paying position in town and she will be missed; 10) we received \$150K from Providence in the form of a grant for exercise equipment for Bidarki – he thanked **Theresa Carte** for efforts in helping make that happen.

**13. City Clerk's Report** – **Bourgeois** said she has confirmed with the State Division of Elections that if Cordova were interested in holding a special City election on November 4, 2014 that we could work out the details to pull that off in concert with the State Election occurring on the same day and in the same location and with the same election staff. As far as the Regular City Election – the advertising and

preparations have begun and we are electing 2 Council members this year and 1 school board member and there will be one ballot proposition concerning trapping regulations – this was an initiative petition. The election date is March 4, 2014 and the declaration of candidacy period opens January 7, 2014.

## **K. CORRESPONDENCE**

14. D. Weathers letter to Council regarding Harbor fill 12-20-13

## **L. ORDINANCES AND RESOLUTIONS**

## **M. UNFINISHED BUSINESS**

15. Council concurrence of Mayor's appointment(s) to various City Boards and Commissions

**Mayor Kacsh** asked for Council concurrence in appointing **Robert Beedle** and **Max Wiese** to the Harbor Commission.

**M/Cheshier S/Carpenter** to concur with those appointments.

Vote on motion: 7 yeas, 0 nays. Carpenter-yes; Bradford-yes; Joyce-yes; Cheshier-yes; Burton-yes; Reggiani-yes and Allison-yes. Motion passes.

**Mayor Kacsh** asked for Council concurrence in appointing **Allen Roemhildt** to the Planning and Zoning Commission.

**M/Cheshier S/Burton** to concur with that appointment.

**Reggiani** understands that those are two good candidates for P&Z and he was wondering the Mayor's thought process on his choosing **Allen** over **Mark (Frohnappfel)**.

**Mayor Kacsh** said he appreciates a fresh voice and enthusiasm.

**Reggiani** said he has worked on City committees with **Mark** and he has done an outstanding job and he would have leaned that way even though it was a difficult choice so he will not support the appointment.

Vote on motion: 6 yeas, 1 nay. Joyce-yes; Allison-yes; Burton-yes; Cheshier-yes; Reggiani-no; Bradford-yes and Carpenter-yes. Motion passes.

## **N. NEW & MISCELLANEOUS BUSINESS**

16. Discussion of live-streaming of City Council meetings

**Mayor Kacsh** said meetings used to be on the GCI scanner channel and he has spoken with someone who may be interested in putting Council meetings on the internet (i.e. live-streaming). He was just bringing this to Council's attention. After short Council discussion Council concurred that if someone was interested in pursuing that at their own cost, Council could not say no, but it would be entirely someone's right to do so.

17. Pending Agenda and Calendar

**Bourgeois** said she would get back to them on a special meeting regarding the AIT contract. Council asked the **Clerk** to look into the committees listed on Pending Agenda and determine the life and expirations on those. She said she would report back to them.

## **O. AUDIENCE PARTICIPATION**

**Cathy Sherman** said she has heard that we have until January 9 on the AIT contract. We will work hard to get it back to you.

**Tom Bailer** of 304 Orca Inlet Drive said the playground steel has been an interesting project but things are looking good, steel will be here at 6 am tomorrow. On another note he said he is upset that **Dr. Gear** wants to stay, is enthused about Cordova and they won't offer him a contract. Every time you think you can use Cordova as a provider, have a consistent doctor there, and then they switch doctors again. He reiterated his earlier comment about the executive session item; he has never heard of the City having lease negotiations in closed session.

**City Clerk Bourgeois** was called upon to answer this concern. The **Clerk** stated that she inadvertently titled the executive session as such, it should read, "Council direction to City Manager regarding PWSSC lease negotiations."

## **P. COUNCIL COMMENTS**

### **18. Council Comments**

**Burton** thanked all of the interested citizens who put in for Boards and Commissions, thanks to Providence and NVE it has been a good week.

**Cheshier** said he was going to say exactly the same things as **Burton**.

**Bradford** thanked **Randy** for working with the public and figureheads in town so well in a friendly manner and getting along keep up the good work.

**Carpenter** echoed **James** and **EJ** and ditto to **Bret's** comments.

**Mayor Kacsh** said they would take a five minute recess at 8:45 pm, hearing no objection, the meeting was recessed.

At 8:50 pm the meeting was called back to order.

## **Q. EXECUTIVE SESSION**

### **19. ~~Lease negotiations with PWSSC~~**

Should have been...“Council direction to City Manager regarding PWSSC lease negotiations.”

**M/Bradford S/Burton** to enter into an executive session to discuss a matter the immediate knowledge of which would clearly have an adverse effect on the finances of the government, specifically the lease with the PWSSC.

Vote on motion: 7 yeas, 0 nays. Joyce-yes; Burton-yes; Cheshier-yes; Reggiani-no; Carpenter-yes; Bradford-yes and Allison-yes. Motion passes.

Council entered executive session at 8:51 pm and regular session was reconvened at 9:30 pm.

## **R. ADJOURNMENT**

**M/Cheshier S/Burton** to adjourn the regular meeting at 9:31 pm

Hearing no objection, the meeting was adjourned.

Approved: January 15, 2014

Attest: \_\_\_\_\_  
Susan Bourgeois, City Clerk

## CITY CLERK'S REPORT TO COUNCIL

*January 15, 2014 Regular Council Meeting*

**Date of Report:** January 8, 2014

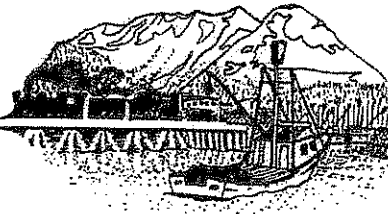
### **Things I need feedback on or am reporting to Council on:**

- I am still advertising for 3 Parks and Rec seats – please talk to your constituents and drum up interest in serving on this important City commission
- See agenda item in re City committees – reporting back on a Council inquiry

### **Things the Clerk's Office has been working on:**

- 2014 Election prep and advertising is underway; the first ad hits the paper on 12/27/13; in 2014 we will be electing 2 Council members (seats B & C – currently **Joyce** and **Allison**) and 1 school board member (currently **Morse**), and voting on 1 ballot prop (so far), the **initiated ordinance regarding trapping; Allison** is termed out and cannot run for Council, **Joyce** is not termed out, School Board has no term limits so **Morse** can run as well; mark your calendars, **Election Day is Tuesday March 4, 2014**
- Worked on ballot language for Proposition One for March 4, 2014 election
- Signed paychecks/other AP checks
- Prepared agenda and packet for regular mtg on 1-15-14
- Worked with City Planner on her agenda items for January 15, 2014 meeting
- Attended Department Head meetings on December 31 & January 7
- Catching up on minutes
- Deputy Clerk is diligently entering all the changes for 2014 tax roll, while also sending delinquent notices to 2013 taxpayers who are late on payments to the City
- Prepared shared fisheries business tax alternative allocation resolution for tonight's meeting
- Wrote letters to those who were not appointed to boards and commissions at last Council meeting
- Contacted Harbor staff and Planning staff regarding new appointees; contacted appointees to be sworn in previous to first board/commission meetings
- Assisted Planner and member of public on deed/plat/ownership questions/search

# CITY OF CORDOVA



Dear Alaskan State Legislator:

3 January 2014

This letter is from the Mayor and City Council of Cordova. Our purpose in writing is to request your continued support of the Alaskan Marine Highway System (AMHS), and to share a few data points about the AMHS which you might find of interest.

With ever-tightening fiscal constraints, we appreciate the tremendous challenges you face in meeting the needs of America's largest, most geographically-diverse state. That aspect is especially true as it relates to funding transportation. As our legislative leaders, you well know the roads, water and air mosaic on which we rely to make Alaska our home. Each leg of that triad is absolutely vital and directly contributes to the success of the other components. It is in that context that we strongly encourage your continued support of the AMHS. While the AMHS is a lifeline to those of us here in Cordova, it also is the same for tens of thousands of citizens in Juneau, Kodiak, Sitka, and along its 3,500 miles from Bellingham to Dutch Harbor.

With the extended closure of the Whittier dock, we took a closer look at the financial impact of the Ferry in Cordova. Data from the AMHS reflects that in the last 32 months, nearly 38,000 passengers boarded a Cordova-based ferry. Of that number, over 19,000 cars were transported. The data also indicated that roughly 85% of those were ticketed to Whittier, and into the greater Anchorage metropolitan area.

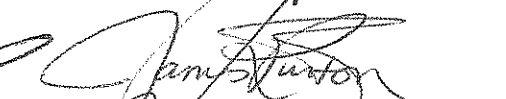
Think about the financial implications of those figures. For many Cordovans, two or three trips a year to the Anchorage area is a way of life. A virtually empty car boards on a Wednesday or Thursday, and heads back on that weekend. During that time, the travelers have enjoyed several days in their favorite hotel and spent several hundred dollars or more on restaurants, entertainment, sporting goods, clothes, furniture, gas and more. You can bet that almost all return with a car or truck full of groceries. Just to put into perspective, in a recent survey of Cordova City Department Heads, 11 out of 13 held membership at the Costco in Anchorage.

As this legislative session begins, we appeal to you and your colleagues for your continued, active support to this absolutely vital component of the Alaskan transportation network. It's not only good Cordova, but for all of Alaska.

  
Mayor Jim Kacsh

  
Vice Mayor David Reggiani

  
Councilor Bret Bradford

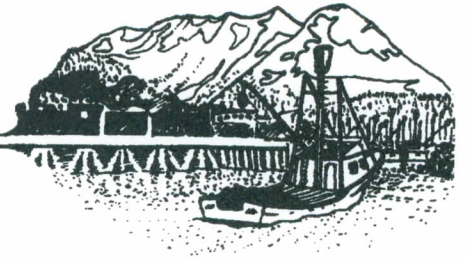
  
Councilor James Burton

  
Councilor E.J. Cheshier

  
Councilor Kristen Smith Carpenter

# CITY OF CORDOVA

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January 3, 2014

Mark Frohnapfel  
PO Box 494  
Cordova, AK 99574

Mark:

I was pleased that you expressed an interest in being appointed to the City Planning & Zoning Commission. Unfortunately, there was more interest than there were vacant seats this time around and we decided upon someone else for the post.

The City Council and I thank you for your interest in the position. We invite you to remain involved in Planning & Zoning endeavors in the City and hope that you will seek appointment again when the Planning & Zoning Commission has vacancies in the future.

Respectfully,

*Sum Bui for Mayor Jim Kacsh*

Jim Kacsh  
Mayor

JK:sb

# CITY OF CORDOVA

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January 3, 2014

Jacob Betts  
PO Box 1243  
Cordova, AK 99574

Jacob:

I was pleased that you expressed an interest in being appointed to the City Harbor Commission. Unfortunately, there was more interest than there were vacant seats this time around and we decided upon someone else for the posts.

The City Council and I thank you for your interest in the position. We invite you to remain involved in Harbor Commission's endeavors in the City and hope that you will seek appointment again when the Harbor Commission has vacancies in the future.

Respectfully,

*For Mayor Jim Kacsh*

Jim Kacsh  
Mayor

JK:sb

## **MEMORANDUM**

**TO: MAYOR AND CITY COUNCIL  
CITY OF CORDOVA**

**FROM: CORTNEY H. KITCHEN  
BIRCH HORTON BITTNER & CHEROT**

**RE: LEASE FOR THE PRINCE WILLIAM SOUND SCIENCE CENTER**

**CLIENT: CITY OF CORDOVA**

**FILE NO.: 401777-222**

**DATE: NOVEMBER 14, 2013**

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Submitted with this memorandum is an ordinance authorizing a lease to the Prince William Sound Science and Technology Institute d/b/a Prince William Sound Science Center ("Lease").

The ordinance permits the City Manager to execute the Lease, allowing the Prince William Sound Science Center to remain at its current location on City owned property. The Lease is for a portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically the building known as the Prince William Sound Science Center and the South West 50 feet of the dock. The Lease proposes an eight year lease term and monthly rental payments of \$650. The Lease may be terminated by the City with thirty days' notice to the Prince William Sound Science Center.

The Lease is the result of several months of negotiation between the City and Prince William Sound Science Center. Prince William Sound Science Center's use of the above detailed property began with a ten-year lease, which expired on October 31, 2010. At that point Prince William Sound Science Center entered into a hold-over period under the former lease, becoming a month-to-month tenant

Under Charter Section 5-17(b)(2), the Lease, which amounts to more than \$50,000, must be authorized by an ordinance passed by City Council.

CHK/CMN



**From:** Randy Robertson  
**Sent:** Monday, January 06, 2014 12:25 PM  
**To:** 'Katrina Hoffman'  
**Subject:** RE: Redline PWSSC-City of Cordova draft lease

Good Morning Katrina:

I hope this note finds you well and enjoying your time in Anchorage.

Here's the latest from the City Council:

Drop para 2 C on your redline. They felt para 16, "Holding Over" was sufficient; and

Add a fourth "Whereas" (last one before "Now, Therefore") that reads: "Whereas, the Lessor intends to utilize this tract of land after the termination of this 8 year lease for expansion of the Cordova small boat harbor facility."

It will be on the 15 January meeting agenda for signature if you concur.

Take care and best wishes to you and the baby.

Randy

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1113**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING A LEASE FOR A PORTION OF LOT 2, BLOCK 7A, TIDEWATER  
DEVELOPMENT PARK, PLAT 93-2, SPECIFICALLY A BUILDING KNOWN AS THE  
PRINCE WILLIAM SOUND SCIENCE CENTER AND THE SOUTH WEST 50 FEET OF  
THE DOCK TO THE PRINCE WILLIAM SOUND SCIENCE AND TECHNOLOGY  
INSTITUTE, AN ALASKA NONPROFIT CORPORATION, DOING BUSINESS AS  
PRINCE WILLIAM SOUND SCIENCE CENTER FOR THE OPERATION OF THE  
PRINCE WILLIAM SOUND SCIENCE CENTER**

**WHEREAS**, the City of Cordova and the Prince William Sound Science and Technology Institute d/b/a Prince William Sound Science Center have worked together to maintain the Prince William Sound Science Center located in Cordova, and operated by the Prince William Sound Science and Technology Institute, and both parties desire to enter the lease for eight years, effective January 1, 2014; and

**WHEREAS**, the Prince William Sound Science Center will be operated on a nonprofit basis; and

**WHEREAS**, it is in the public interest for the City of Cordova to make space available for the Prince William Sound Science Center under the terms and conditions provided in the lease referred to below.

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

Section 1. Notwithstanding anything to the contrary in Cordova City Code Chapter 5.22, the Council of the City of Cordova hereby authorizes the lease to the Prince William Sound Science and Technology Institute d/b/a Prince William Sound Science Center for a term of eight years, for a portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically a building known as the Prince William Sound Science Center and the South West 50 feet of the dock.

Section 2. The form and content of the Lease between the City and the Prince William Sound Science and Technology Institute d/b/a Prince William Sound Science Center hereby are in all respects authorized, approved and confirmed, and the City Manager is authorized, empowered and directed to execute and deliver the Lease to the Prince William Sound Science and Technology Institute d/b/a Prince William Sound Science Center 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 they 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 document now before this meeting, and from and after the execution and delivery of said document, the City Manager is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the lease as executed.

Section 3. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of

the City of Cordova, Alaska, and published within ten (10) days after its passage.

Section 4. If one or more referendum petitions with signatures are properly filed within one (1) month after the passage and publication of this ordinance, the 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 in 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 30 days after its passage and publication.

1<sup>st</sup> reading: December 4, 2013 – was on agenda, was not voted upon, referred to staff

Second 1<sup>st</sup> reading: January 15, 2014

2<sup>nd</sup> reading and public hearing: February 5, 2014

**PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF FEBRUARY, 2014.**

---

Jim Kacsh, Mayor

ATTEST:

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Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA**  
**Cordova, Alaska**

**LEASE**

**THIS LEASE** ("Lease") entered into by and between the **CITY OF CORDOVA**, an Alaska municipal corporation ("City"), and the **PRINCE WILLIAM SOUND SCIENCE AND TECHNOLOGY INSTITUTE**, an Alaska nonprofit corporation, doing business as Prince William Sound Science Center ("Lessee"), on \_\_\_\_ day of \_\_\_\_\_ 2013.

**RECITALS**

WHEREAS, City owns a tract of land and all improvements thereon in Cordova, Alaska;

WHEREAS, Lessee desires to lease a portion of that tract of land from City, and City desires to lease a portion of a tract of land to Lessee, on the terms and conditions set forth herein; and

WHEREAS, the Cordova City Council ("Council") has approved the Lease from City to Lessee in accordance with Cordova City Charter §5-17 and the Cordova Municipal Code Chapter 5.22 ("Code" or "CMC").

"WHEREAS, the Lessor intends to utilize this tract of land after the termination of this 8 year lease for expansion of the Cordova small boat harbor facility."

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

**1. LEASE OF PREMISES**

The City hereby leases to Lessee that certain tract of land and the improvements located within the Cordova Recording District, Third Judicial District, State of Alaska, and within the City of Cordova, more particularly described as:

A portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically a building known as the Prince William Sound Science Center and the South West 50 feet of the dock, as set forth in Exhibit A, incorporated herein by reference ("Premises").

**2. LEASE TERM**

**A. Lease Term.** The Lease Term shall be eight (8) years, commencing on **January 1, 2014** ("Commencement Date") and expiring on **December 31, 2021**, unless earlier terminated in accordance with the terms of this Lease.

**B. Lease Termination** The Lease may be terminated by either party at any time upon one hundred eighty (180) days written notice.

**3. RENT**

**A. Base Rent.** The monthly rent during the Lease Term shall be Six Hundred Fifty Dollars (\$650.00) ("Base Rent"). Base Rent is due on the first day of each calendar month during the Lease Term. Lessee shall pay Base Rent to the City in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address provided for notice to the City set forth in Section 19.E of this Lease, or at any other place that the City may from time to time direct in writing. Base Rent shall be paid promptly when due without notice or demand therefor. The parties intend the

Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

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

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

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

- (i) the payment of any Rent, Additional Charges, or other sum in default;
- (ii) the payment of any other sum to which the City may become obligated by reason of Lessee's default; or
- (iii) to compensate the City for any loss or damage which the City may suffer thereby, including but not limited to any costs associated with moving and storage of Lessee's personal property (if any) remaining on the Premises beyond termination of the Lease.

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

#### **4. USES AND CONDITION OF PREMISES**

**A. Authorized Uses.** Use of the Premises shall be limited to Lessee's day to day operations and business. The Premises shall not, without the City's prior written consent, be used for any other purpose.

**B. Repairs and Maintenance.** Lessee must keep the interior of the building on the Premises in a neat and orderly state and the same condition as existed at the commencement of the Lease Term, reasonable wear and tear and damage by fire or other casualty excepted. Either party may, but neither party shall be required, to repair or maintain the foundation, pilings, roof, bearing walls, lines for general supply of electricity, water, sewer or other structural elements of the Premises.

**C. Inspections.** The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act necessary for the safety or preservation of the Premises. The City shall not be liable in any manner for any inconvenience,

disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents.

**D. Compliance with Laws.** Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation or increase in premium of any insurance policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 8.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on, or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

**E. Lessee's Acceptance of Premises.** Lessee has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Lessee may make of the Premises. Lessee accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent, or employee of the City relating to or in furtherance of the Lease shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute 09.65.070, or any amendment thereto.

**F. Modifications and Alterations.** The Lessee shall not modify or make structural alterations or changes to the Premises without the City's prior written consent, which shall not be unreasonably withheld.

## **5. ASSIGNMENTS AND SUBLETTING; SUBORDINATION**

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

## **6. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS**

Subject to the limitations stated in Section 4B, Lessee shall, at Lessee's sole cost and expense, be solely responsible for all operations, maintenance, utilities, taxes, and assessments on, for, and against the Premises. Lessee agrees to pay before delinquency all charges levied against the Premises, including: (i) electric, sewer, and water utility service; (ii) heating (iii) telephone, facsimile, and Internet service; (iv) trash collection (v) regular cleaning;; (vi) snow removal; (vii) insurance for all buildings, structures, equipment, and personal property on the Premises; (viii) property taxes; (ix) public improvements; and (x) license, excise fees, and occupation taxes covering the business conducted on the Premises.

## **7. LIENS**

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

## **8. INDEMNIFICATION**

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

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

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

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

## **9. INSURANCE**

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

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

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

(3) Personal property insurance covering Lessee's trade fixtures, furnishings, equipment, and other items of personal property of Lessee located on the Premises; and

(4) Workers compensation insurance, and such other insurance as is required by law.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Prior to commencement of the Lease term, Lessee shall provide the City with proof of the insurance required by this Section 9.

## **10. REMOVAL OF PROPERTY**

Upon expiration or earlier termination of this Lease, at the option of the City, Lessee shall remove from the Premises, at Lessee's sole expense, all property Lessee has placed or caused to be placed on the Premises. Lessee shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed before such installation or improvement. All below surface installations, including pilings driven by Lessee or otherwise, shall become the property of the City upon this Lease's termination. All Lessee property that is not promptly removed by Lessee pursuant to the City's request and in any event within ninety (90) days of the date of expiration or termination of this Lease may be removed, sold, destroyed, or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense. Lessee hereby agrees to pay the City for such reasonable net expenses incurred by the Lessor. Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the Lease Term shall remain the property of the Lessee and, upon expiration or earlier termination of the Lease and upon request of the City, Lessee shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Lessee's sole expense.

## **11. DEFAULT AND REMEDIES**

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

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

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



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

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

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

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

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

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

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

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

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

(iii) Declare this Lease terminated;

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

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

- (vi) Recover the costs of performing any duty of Lessee in this Lease;
- (vii) Collect any and all rents due or to become due from sublessees or other occupants of the Premises.

## **12. SUBSIDENCE**

The City shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Premises, or for any injury caused thereby to Lessee's or any sublessee's property, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction. Lessee shall not be responsible for any such event, and shall not be required to repair any damage resulting therefrom.

## **13. VACATION BY LESSEE**

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

## **14. RESERVATION OF RIGHTS**

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

## **15. SIGNS**

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

## **16. HOLDING OVER**

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

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

**17. EMINENT DOMAIN**

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

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

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

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

**18. COSTS**

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

**19. MISCELLANEOUS**

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

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

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

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

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

**TO CITY:**

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

**TO LESSEE:**

**Prince William Sound Science & Technology  
Institute, d/b/a Prince William Sound Science  
Center  
Attn: President  
P.O. Box 705**

**Cordova, Alaska 99574**

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

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

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

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

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

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

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

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

**M. Authority.** Lessee represents that Lessee is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Alaska, and is duly authorized to do business in the State of Alaska, and that Lessee has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Lessee hereunder. Prior to executing this Lease, the City may request that Lessee provide the City with a resolution of Lessee's Board of Directors authorizing Lessee to enter into this Lease and to carry out its obligations hereunder as set forth above, and authorizing and directing the officer of Lessee whose name and signature appear at the end of this Lease to execute this Lease on Lessee's behalf.

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

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

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

**Q. Attorneys' Fees.** In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Lessee agrees that Lessee shall pay the City's attorneys' fees, costs, and expenses incurred in connection with such suit or action.

**IN WITNESS WHEREOF**, the parties have caused this Lease to be executed on the date first noted above.

**CITY:**

**CITY OF CORDOVA**  
an Alaska municipal corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: City Manager

Attest: \_\_\_\_\_  
City Clerk

**LESSEE:**


**PRINCE WILLIAM SOUND SCIENCE AND  
TECHNOLOGY INSTITUTE**  
an Alaska nonprofit corporation d/b/a Prince William  
Sound Science Center

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A**  
**Diagram of Premises**

DRAFT



A portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically a building known as the Prince William Sound Science Center and the South West 50 feet of the dock

Breakwater Ave

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## A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

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DATE: January 08, 2014

TO: Mayor and City Council

SUBJECT: City Committees formed by Resolution

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At the January 2, 2014 Regular Meeting the Clerk was asked to research the varied City Committees that are currently listed on the Pending Agenda page that appears in every Council packet, along with the membership therein. Attached is CMC 3.50 Advisory Boards and Committees. CMC 3.50.010 says that Council forms these committees by resolution and should include in the authorizing resolution a date certain for the committee's expiration. If it does not say so in the resolution, then per 3.50.060, the committee shall expire as a matter of law 6 months after the effective date of the authorizing resolution. There are currently five committees listed on the Pending Agenda page. Three of these committees (The Cordova Center Committee Resolution 08-07-29, The Fisheries Advisory Committee Resolution 04-03-45 and The Trails Committee Resolution 11-09-65) have statements in their authorizing resolutions that say: *"...committee shall remain in force until such time Council deems the Committee is no longer needed"*. I consider that statement as a date certain and will now ask Council to determine the necessity of these three committees. Therefore, if Council so chooses, it can at this time, deem any or all of these three committees no longer necessary. Council can also take no action and allow these committees to continue and can use them from time to time to study a topic and report back to Council. If you notice, The Public Service Building Design Committee (Resolution 01-11-04) and The E-911 Committee (Resolution 01-11-01) have been removed from the Pending Agenda page as these two committees' authorizing resolutions contained statements as follows: *"...committee shall remain in force until such time that the committee files its final report to Council"*. Both of those committees did file their final report to Council and therefore, are no longer in force.

**RECOMMENDED MOTION:** If Council chooses, they can move to deem any or all of the following committees, no longer needed:

- Trails Committee
- Fisheries Advisory Committee
- Cordova Center Committee

**REQUIRED ACTION:** Majority voice vote.



## **Chapter 3.50 ADVISORY BOARDS AND COMMITTEES**

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### Sections:

3.50.010 Authority.

3.50.020 Appointments.

3.50.030 Attendance.

3.50.040 Vacancies.

3.50.050 Procedures.

3.50.060 Expiration.

### **3.50.010 Authority.**

- A. The city council may establish advisory boards or committees of the council by resolution as the council may from time to time deem necessary. The resolution authorizing creation of an advisory board or committee shall specify its name, purpose or charge, number of seats and such other matters as the council deems appropriate. The resolution may also specify a date certain for when the board or committee shall expire. If the authorizing resolution does not so specify, the board or committee shall expire in accordance with Section 3.50.060 of this chapter.
- B. Except as otherwise provided, this chapter shall not apply to appointed commissions or other bodies established by charter or separate ordinance.

*(Ord. 678 (part), 1990).*

### **3.50.020 Appointments.**

- A. A member of an advisory board or committee created under this chapter or a member of any appointed commission or committee established by other ordinance or charter shall be nominated by the mayor and confirmed by the council. A member shall be a resident of the greater Cordova area and be a registered voter with the state of Alaska. Members shall serve without compensation.

*(Ord. 678 (part), 1990).*

### **3.50.030 Attendance.**

Members of advisory boards or committees established under this chapter shall be charged with the duty to attend all regularly scheduled meetings of the board or committee on which they sit.

*(Ord. 678 (part), 1990).*

### **3.50.040 Vacancies.**

A seat on a board or committee established under this chapter shall be declared vacant by the mayor if any of the following conditions occur:

1. A member submits his written resignation;
2. A member misses two or more regularly scheduled meetings without prior excuse from the presiding officer;
3. A member dies or is incapacitated;

4. A member is removed from his seat by the city council.

Any member of an advisory board or committee established under this chapter may be removed from his seat with or without cause by the city council at any time. A vacancy shall be filled in accordance with Section 3.50.020 of this chapter, provided, however, the appointment to a seat vacated during a member's term shall only be for the unexpired term of the vacant seat.

*(Ord. 678 (part), 1990).*

### **3.50.050 Procedures.**

- A. A majority of all members of a board or committee established under this chapter shall constitute a quorum, but a smaller number may recess from day to day. Every member shall vote on every question unless excused from voting by the presiding officer.
- B. If a member fails or refuses to vote, that member's vote shall be recorded as an affirmative vote on the question. In the case of a tie vote, the question or motion shall be declared defeated.
- C. The presiding officer shall ensure that written minutes of every meeting are kept and provide copies of the minutes to the city clerk. All meetings shall be conducted in accordance with Roberts Rules of Order.

*(Ord. 678 (part), 1990).*

### **3.50.060 Expiration.**

- A. Unless the council in its authorizing resolution provides otherwise, an advisory board or committee of the council established under this chapter shall expire as a matter of law six months from the effective date of its authorizing resolution without further action by the council.
- B. All advisory boards or committees of the council in existence as of the effective date of the ordinance repealing and reenacting this chapter are hereby abolished, provided, however, that the ferry advisory committee, the parks and recreation advisory committee and the overall economic development plan advisory committee are each authorized to continue in existence and their respective members may retain their seats for no more than one year from the effective date of the ordinance repealing and reenacting this chapter, at which time those committees will be abolished as a matter of law.

*(Ord. 678 (part), 1990).*

# Memorandum

To: City Council  
Thru: Samantha Greenwood, City Planner  
Date: January 7, 2014  
Re: Update of land disposal maps

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## **PART I. BACKGROUND:**

**1/7/2014** The Planning and Zoning Commission discussed the status of approximately 1,900 square feet of ATS 220 to the west of Lot 1, Block 1 Cordova Industrial Park (see attached map)

## **PART II. GENERAL INFORMATION:**

A letter of interest has been received for approximately a 1,900 square foot portion of ATS 220 to the west of Lot 1, Block 1 Cordova Industrial Park from Ocean Beauty Seafoods. Currently this portion of land, which is a tideland, has the status of “tidelands” on the land disposal maps. Below is the definition of tidelands status.

In the land disposal maps all ATS’ are classified as Tidelands as follows:

1. **Tidelands** – All requests to purchase tidelands will be reviewed by the Planning and Zoning Commission as they are received. The Planning and Zoning Commission will make a recommendation on disposing tidelands to City Council.

At the January 7, 2014 Planning and Zoning Commission meeting the disposal status of approximately 1,900 square feet of ATS 220 to the west of Lot 1, Block 1 Cordova Industrial Park was discussed. P&Z determined that the land disposal status of this property should be updated to available.

Lot 1, Block 1 Disposal Status recommendation to City Council

***M/Reggiani, S/Greenwood*** “I move to approve Resolution 14-02.”

Vote on motion: 7 yeas (Bailer, Reggiani, Greenwood, Pegau, McGann, Baenen, Roemhildt), 0 nays.  
Motion passes.

## **PART III. SUGGESTED MOTION:**

“I move City Council accept resolution 14-02 from the Planning and Zoning Commission.”

**CITY OF CORDOVA, ALASKA  
PLANNING AND ZONING COMMISSION  
RESOLUTION 14-02**

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CORDOVA, ALASKA, RECOMMENDING TO THE CITY OF CORDOVA'S CITY COUNCIL THAT A PORTION OF ATS 220, APPROXIMATELY 1,900 SQUARE FEET (19 X 100), LOCATED ON THE WEST SIDE OF LOT 1 BLOCK 1 OF THE CORDOVA INDUSTRIAL PARK BE UPDATED TO AVAILABLE AND ADDED TO THE 2013 LAND DISPOSAL MAPS.**

**WHEREAS**, the City of Cordova's city manager and city planner are directed by the Cordova Municipal Code Section 5.22.040(C) – Application to lease or purchase the city manager shall refer an application from a qualified applicant to the city planner. If the city planner finds that the real property is available for lease or purchase, the city planner shall schedule the application for review by the planning commission not later than its next regular meeting; and City of Cordova's Planning and Zoning Commission directed by the Cordova Municipal Code Section 5.22.040(D) – Application to lease or purchase The planning commission shall review the application, and recommend to the city council whether the city should accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.


**WHEREAS, the** City of Cordova's Planning and Zoning Commission has determined that updating the 2013 land disposal maps at this time with this portion of ATS 220, approximately 1,900 square feet, (19 X 100) located on the West side of Lot 1, Block 1 of the Cordova Industrial Park, is important to maintain consistency and provide current status to the public and the Council.

**WHEREAS**, the City of Cordova's Planning and Zoning Commission has determined that this piece of land should be designated as AVAILABLE on the land disposal maps.


**WHEREAS**, having updated maps will benefit the citizens of Cordova by providing maps for public review; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the City of Cordova's Planning and Zoning Commission recommends that this portion of ATS 220, approximately 1,900 square feet, (19 X 100) located on the West side of Lot 1, Block 1 of the Cordova Industrial Park be updated to AVAILABLE and added to the 2013 Land Disposal Maps to the City of Cordova's City Council.

**PASSED AND APPROVED THIS 7<sup>th</sup> DAY OF JANUARY, 2014**

  
Tom Bailer, Chairman

ATTEST:

  
Samantha Greenwood, City Planner

# Memorandum

To: City Council  
Thru: Samantha Greenwood, City Planner  
Date: January 7, 2014  
Re: Requests to purchase approximately 1,900 square feet of ATS 220, (19 X 100) located on the West side of Lot 1, Block 1 of the Cordova Industrial Park

## **PART I. GENERAL INFORMATION:**

**12/10/2013** Planning and Zoning Commission meeting: request for approximately 1,900 square feet of ATS 220, (19 X 100) located on the West side of Lot 1, Block 1 of the Cordova Industrial Park was refereed back to staff for additional information

**1/7/2014** Additional information was presented to P&Z for review and discussion

## **PART II. BACKGROUND:**

The City has received one letter of interest for approximately 1,900 square feet of ATS 220, (19 X 100) located on the West side of Lot 1, Block 1 of the Cordova Industrial Park (See attached map).

The Planning and Zoning Commission met on December 10, 2013 to discuss a recommendation to City Council on the disposal of the land adjacent to Lot 1, Block 1, Cordova Industrial Park. It was moved to refer the agenda item back to staff for more information. The Commission also asked **Mr. Pete Boulton**, Ocean Beauty's representative, for more detailed plans for Lot 1, Block 1.

At the Planning and Zoning Commission meeting on January 7, 2014, a motion was made to recommend that City Council dispose of the land, approximately 1,900 square feet of ATS 220, (19 X 100) located on the West side of Lot 1, Block 1 of the Cordova Industrial Park including these special conditions.

## **PART III. SPECIAL CONDITIONS:**

1. The approximately 1,900 square feet, (19 X 100) located on the West side of Lot 1, Block 1 of the Cordova Industrial Park ***will be surveyed and incorporated into the existing Lot 1 Block 1 Cordova Industrial Park, by a plat which will be recorded at the State of Alaska Recorder's Office.***

The motion and vote by the Planning and Zoning Commission was:

**M/Reggiani S/Pegau** "I move to recommend to City Council disposal of a portion of ATS 220, approximately 1,900 square feet, (19 X 100) located on the West side of Lot 1, Block 1 of the Cordova Industrial Park by method 1 – direct negotiation, based on the findings and ***special conditions*** as contained in the staff report"

Vote on Motion: 7 yeas (Reggiani, McGann, Pegau, Roemhildt, Bailer, Greenwood and Baenen), 0 nays, Motion passes.

## **PART IV. REVIEW OF APPLICABLE CODE:**

At this time, City Council needs to review the letter of interest and determine to accept or not per the code section below:

### **5.22.040 Application to lease or purchase**

**F.** The city council shall review the application and the recommendation of the planning commission, and determine in its sole discretion whether to accept the application, offer the real property interest

for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.

If City Council chooses to accept the recommendation of the Planning and Zoning Commission then one of the methods below for disposal must also be chosen.

**5.22.060 - Methods of disposal for fair market value.**

**A.** In approving a disposal of an interest in city real property for fair market value, the council shall select the method by which the city manager will conduct the disposal from among the following:

1. Negotiate an agreement with the person who applied to lease or purchase the property;
2. Invite sealed bids to lease or purchase the property;
3. Offer the property for lease or purchase at public auction;
4. Request sealed proposals to lease or purchase the property.

**PART V. STAFF RECOMMENDATION:**

Staff recommends disposal of approximately 1,900 square feet of ATS 220, (19 X 100) located on the West side of Lot 1, Block 1 of the Cordova Industrial Park, including the special conditions recommended by the Planning and Zoning Commission, by method 1- direct negotiations.

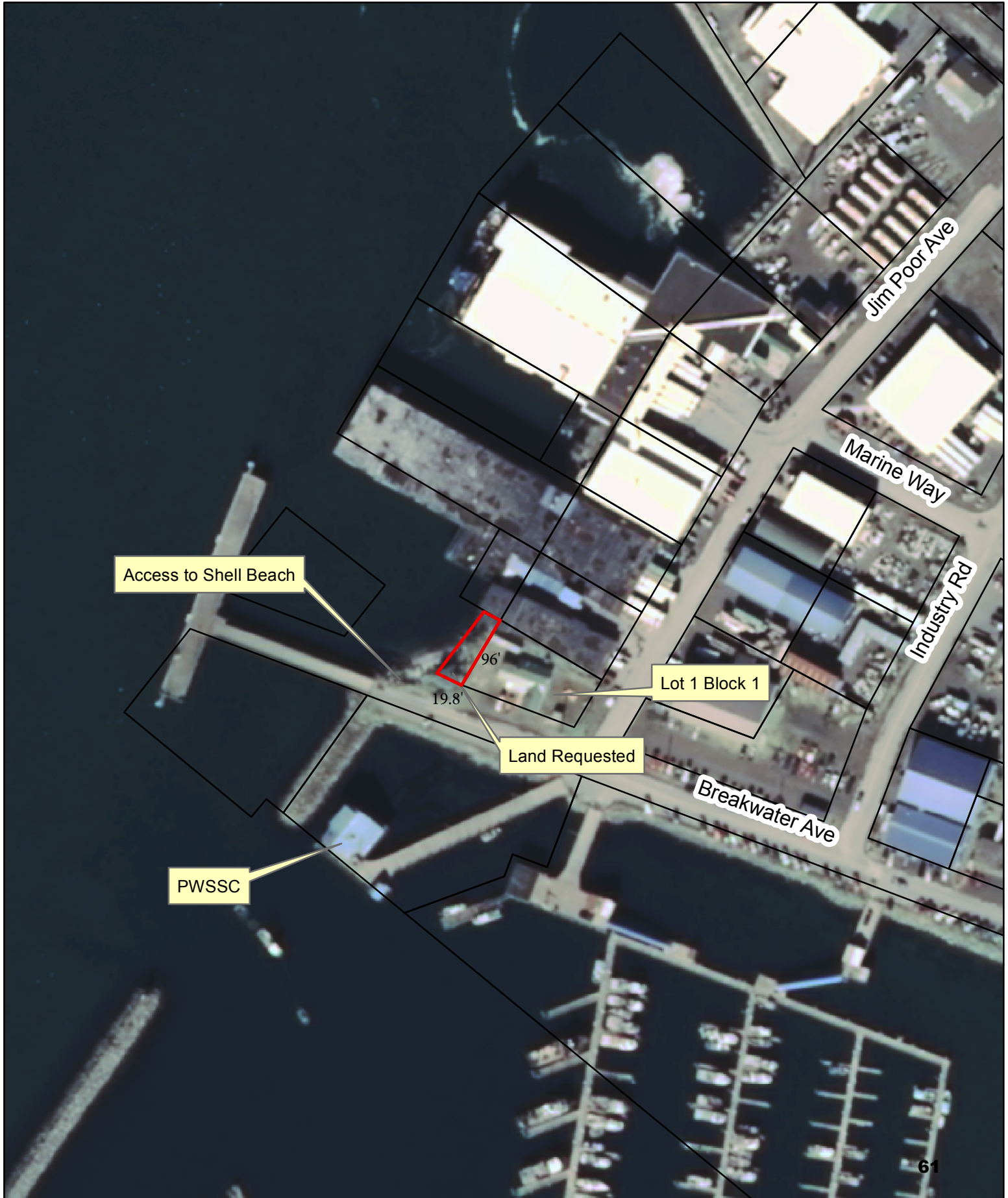
**PART VI. RECOMMENDED MOTION:**

"I move to dispose of approximately 1,900 square feet of ATS 220, (19 X 100) located on the West side of Lot 1, Block 1 of the Cordova Industrial Park for not less than fair market value as outlined in chapter 5.22.060A\_\_\_\_\*, including the following special condition: that the land ***will be surveyed and incorporated into the existing Lot 1 Block 1 Cordova Industrial Park, by a plat which will be recorded at the State of Alaska Recorder's Office,***

\*It is intended that the maker of the motion select one of the four methods in the applicable code section above and insert such in the blank in the recommended motion. At this time, staff and the planning and zoning commission recommend method #1.



# Location Map for land adjoining Lot 1 Block 1 Ocean Beauty Request



*For planning purposes only.*

# Memorandum

To: City Council

Thru: Samantha Greenwood, City Planner

Date: January 7, 2014

Re: Request to lease a portion of Lot 5, Block 1 South Fill Development Park

## **PART I. GENERAL INFORMATION:**

**1/7/2014** Planning and Zoning Commission reviewed and discussed the disposal (by lease) of a portion of Lot 5, Block 1 South Fill Development Park Disposal

## **PART II. BACKGROUND:**

The letter of interest to lease is attached, for a portion of Lot 5, Block 1, South Fill Development Park. It was received by the City Planner from Alaska Commercial Company. The current lease with the Alaska Commercial Company expires on March 31, 2014. Currently 1,800 square feet of this lot 5 immediately adjacent to Nicholoff Way is not included in the lease and is used for public parking. Alaska Commercial Company is **not** requesting this area. Alaska Commercial Company would like to continue with the terms of the previous lease which is a portion of Lot 5, approximately 8,100 square feet. (see attached map).

At the Planning and Zoning Commission meeting it was determined that the land status map did not need to be updated because prior to this land being leased it was available.

The Planning and Zoning Commission met on January 7, 2014 and discussed a recommendation to City Council on the disposal by lease of a portion of Lot 5, Block 1 South Fill Development Park. A motion was made to recommend to City Council to dispose by lease of a portion of Lot 5, Block 1 South Fill Development Park as follows:

*M/ Reggiani, S/Greenwood* "I move to recommend to City Council disposal of Lot 5, Block 1, South Fill Development Park by method 1 – direct negotiations."

Vote on Motion: 7 yeas (Reggiani, McGann, Pegau, Roemhildt, Bailer, Greenwood and Baenen), 0 nays, Motion passes.

## **PART III. REVIEW OF APPLICABLE CODE:**

At this time, City Council needs to review the letter of interest and determine to accept or not per the code section below:

### **5.22.040 Application to lease or purchase**

**F.** The city council shall review the application and the recommendation of the planning commission, and determine in its sole discretion whether to accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.

If City Council chooses to accept the recommendation of the Planning and Zoning Commission then one of the methods below for disposal must also be chosen.

### **5.22.060 - Methods of disposal for fair market value.**

**A.** In approving a disposal of an interest in city real property for fair market value, the council shall select



the method by which the city manager will conduct the disposal from among the following:

1. Negotiate an agreement with the person who applied to lease or purchase the property;
2. Invite sealed bids to lease or purchase the property;
3. Offer the property for lease or purchase at public auction;
4. Request sealed proposals to lease or purchase the property.

**PART IV. STAFF RECOMMENDATION:**

Staff recommends disposal by lease of a portion of Lot 5, Block 1, South Fill Development Park by method 1- direct negotiations.

**PART V. RECOMMENDED MOTION:**

"I move to dispose of a portion of Lot 5, Block 1, South Fill Development Park for not less than fair market value as outlined in chapter 5.22.060A\_\_\_\_\*\_\_\_\_\_".

\*It is intended that the maker of the motion select one of the four methods in the applicable code section above and insert such in the blank in the recommended motion. At this time, staff and the planning and zoning commission recommend method #1.

# Lot 5, Block 1 South Fill Development Park Location Map



## **Pending agenda:**

Capital Priorities List Meeting - **Mar 5, 2014; June 4, 2014; Sep 3, 2014; Dec 3, 2014**

HSB Quarterly regular meetings **Apr 2, 2014; July 2, 2014; Oct 1, 2014; Jan 7, 2015**

Staff quarterly reports in packets: **Feb 5, 2014; Apr 16, 2014; July 16, 2014; Oct 15, 2014**

Agenda item regarding budgeting for road maintenance **February 19, 2014** or sooner

HSB Special Meeting **February 19, 2014**

## **Committees:**

***Cordova Center Committee:*** Tim Joyce, Sylvia Lange, Randy Robertson, Kristin Carpenter, Native Village of Eyak Representative, Chamber of Commerce Representative, Business Community Representative, PWSSC Representative, Stage of the Tides Representative.

***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

## **Calendars:**

3 months of calendars are attached hereto  
Jan 2014; Feb 2014; Mar 2014

# January 2014

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library			1 New Year's City Hall Offices Closed 7:15 pub hrg (maybe) <del>LMR</del> 7:30 reg mtg LMR	2  7:30 reg mtg LMR	3	4
5	6	7  6:30 P&Z LMR	8  7:00 Sch Bd HSL	9	10	11
12	13	14	15  7:00 HSB LMR 7:30 reg mtg LMR	16	17	18
19	20 Martin Luther King Jr.—City Hall Offices Closed	21	22	23  Tipoff Basketball	24  Tipoff Basketball	25  Tipoff Basketball
26	27	28	29	30	31	Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library

# February 2014

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library						1
2  Superbowl Sunday	3	4	5  7:15 pub hrg LMR 7:30 reg mtg LMR	6  Iceworm Festival	7  Iceworm Festival	8  Iceworm Festival
9  Iceworm Festival	10	11  6:30 P&Z LMR	12  7:00 Sch Bd HSL 7:00 Hrbr Cms CH	13	14	15
16	17 Presidents' Day City Hall Offices Closed	18  Absentee voting at City Hall	19 HSB spec time tba 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR _____	20  Absentee voting at City Hall	21  _____	22
23	24  Absentee voting at City Hall	25  _____	26  Absentee voting at City Hall	27  _____	28  Absentee voting at City Hall	Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library

# March 2014

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm						1
2	3  Absentee voting at City Hall	4 Cordova Regular Election Polls open 7am—8pm LMR	5 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	6	7	8
9	10	11 6:30 P&Z LMR	12 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	13	14	15
16	17	18	19 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	20	21	22
23	24 Seward's Day City Hall Offices Closed	25	26	27	28	29
30	31					Location Legend HSL-High School Library