

Mayor

James Kacsh

Council Members

Kristin Carpenter

Tim Joyce

Tom Bailer

Robert Beedle

Josh Hallquist

David Reggiani

James Burton

City Manager

Randy Robertson

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

New appointee

New appointee

**Regular City Council Meeting
February 17, 2016 @ 7:00 pm
Cordova Center Community Rooms A & B
Agenda**



Valentine's Day 02-14-16

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, Tom Bailer, Robert Beedle, Josh Hallquist, 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 Speakers

- a. **David Mitchell**, Great Land Trust – Report on Stern Property at Shelter Cove..... (page 1)
- b. **Joanie Behrends**, Emergency Management info on upcoming “Prep Ex” oil spill drill
- c. **Kevin Quinn**, Points North

2. Audience comments regarding agenda items..... (3 minutes per speaker)

3. Chairpersons and Representatives of Boards and Commissions (HSB, Parks & Rec, P&Z, School Board)

- a. Harbor Commission – Harbor Commission Resolution 12-15-01..... (page 9)

4. Student Council Representative Report

G. Approval of Consent Calendar..... (roll call vote)

5. Council concurrence of Mayor's appointment of the 2016 Election Board..... (page 14)

6. Record unexcused absence of Council member *Robert Beedle* from the 2/3/16 regular meeting

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

7. 01-20-16 Public Hearing Minutes..... (page 15)

8. 01-20-16 Regular Meeting Minutes..... (page 16)

9. 02-03-16 Public Hearing Minutes..... (page 19)

I. Consideration of Bids

10. Council action on ITB 16-01 – City Paving Project..... (voice vote)(page 20)

J. Reports of Officers

11. Mayor's Report..... (page 24)

12. Manager's Report

- a. **John Bitney**, legislative lobbyist – Juneau update

13. City Clerk's Report

K. Correspondence

14. Table of contents referencing a separate document of correspondence available on City website..... (page 26)

L. Ordinances and Resolutions

15. Ordinance 1141..... (roll call vote)(page 28)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$1,300,000 from the general reserve fund to the Cordova center capital project fund #426, to provide a source of money for the completion of the Cordova Center – 2nd reading
16. Resolution 02-16-07..... (roll call vote)(page 34)
A resolution of the City Council of the City of Cordova, Alaska, authorizing amendment to the FY16 budget and authorizing expenditure of an amount not to exceed \$18,500 for culvert relocation on property described as Lot 8, Forest Heights Subdivision, Cordova, Alaska
17. Resolution 02-16-08..... (voice vote)(page 37)
A resolution of the City Council of the City of Cordova, Alaska directing staff to draft the necessary charter changes that would allow code changes toward creation of an elected health services board, and for staff to present the charter changes timely enough for a ballot proposition at the March 2017 general election

M. Unfinished Business

N. New & Miscellaneous Business

18. Council adoption of 2016 Land Disposal Maps..... (voice vote)(page 39)
19. Council action on proposals for old Museum/Library building..... (voice vote)(page 55)
20. Pending Agenda, Calendar (page 119)
Elected & Appointed Officials lists

O. Audience Participation

P. Council Comments

21. Council Comments

Q. Executive Session

22. Council direction to Manager regarding negotiations with chosen City Attorney Firm
23. City Council concerns surrounding employee performance (use e.s. reason #2 below)
24. City Attorney advice to City Council regarding employee relations and management (use e.s. # 3 below)

R. Adjournment

**Presidents
Day**

February 15, 2016

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

January 27, 2016

TO: Cordova City Council

FROM: Lorna A. Stern

RE: USMC 1061

Below is a brief history of my late husband, Jack Stern (John M. Stern, Jr.) and his relationship with Cordova and USMC 1061.

Jack frequently visited Cordova when he worked in the 1960's for Merle (Mudhole, or Smitty) Smith, owner of Cordova Airlines until its merger with Alaska Airlines in 1968. Throughout his years in Alaska, Jack always retained great interest in Cordova, and became friends with many of its citizens. Of interest here is Jack attended law school during his tenure with Cordova Airlines and passed the Alaska Bar Exam in 1959 as he wanted to become a more integral part of the airline's future and mail rate filings for the USPS within its authorized areas.

One of his special places in Cordova was Shelter Cove which was a primary reason for his acquiring the purchase in 1970 with two other partners. Over the years the partners either sold their interest to Jack or due to death. As the sole owner, Jack turned down multiple offers to sell the acreage due to concerns of property development of any type.

Due to some squatters who had built unauthorized buildings on the property, Jack, in cooperation with the City, the volunteer Fire Department and a construction company were able to rid the property of the squatters. This had to be done several times throughout the years.


Whenever Jack made a trip to Cordova he visited with his friends, made new acquaintances and during fishing season would bring home to Anchorage the fresh catch of the day!

With Jack's wishes to maintain the property in its natural state, I want to honor his vision to maintain the property in its natural state; to share the land with the Cordova community and visitors for recreational activities such as hiking and the great experience of enjoying the natural beauty and scenery of the property. With the property connected to Mt. Eyak, Jack's vision of USMC 1061 is even more important to fulfill.

I realize the property will have to be "cleaned up" due to natural weather and physical conditions over these past years. It would be wonderful if in cooperation with the US Coast Guard, US Forest Service (or state), the Cordova Volunteer Fire Department, and Cordova volunteers to perform these duties, it would be a great memorial for Jack and for me and our son and daughter.

I have a Conservation Agreement with Great Land Trust of South Central Alaska (GLT) to perform conservation duties on USMC 1061. Through due diligence to determine best method to conserve the property, I consulted with Kristin Carpenter, Executive Director of Cordova Watershed Project. With her recommendations I have had counsel from Cortney Kitchen, attorney, and Dave Mitchell of GLT. As a result of the foregoing, GLT and I are prepared to present our thoughts to the City Council.

I will convey title to the City of Cordova for USMC 1061. Prior to the conveyance of the property title to the City, I wish the Council will take into serious consideration my wishes for structure additions: construction of a catch basin at the bottom of the property; construction for a cell tower at the top part of the property, adjacent to the Mt. Ekels ski area. For both structures I want the Planning Department and the Council to make best use of smallest pieces of property required.



LORNA A. STERN

Great Land Trust Shelter Cove Project
Cordova City Council, February 3, 2016

Introduction to Great Land Trust

Great Land Trust is a nonprofit organization founded by Alaskans in 1995 to conserve lands and waters essential to our quality of life and the economic health of our communities. GLT works in voluntary partnership with landowners, agencies, communities and other partners throughout Southcentral Alaska with a focus on the Municipality of Anchorage, Mat-Su Borough, Prince William Sound and Kodiak. GLT's focus is on land conservation for community benefit – we work to protect wetlands that provide clean drinking water, conserve habitat for salmon and other wildlife, and to build trails and establish access to the outdoors and open space. Great Land Trust is proud to be recognized as a nationally accredited land trust. The first land trust in Alaska to achieve this mark of distinction in land conservation, GLT was awarded accreditation in February of 2012. Accredited land trusts meet national quality standards for protecting important natural places and working lands forever. These land trusts demonstrate their commitment to excellence by adopting standards and practices, ethical and technical guidelines for the responsible operation of a land trust, and meeting the accreditation requirements drawn from them.

Great Land Trust works in partnership with local and state government

Great Land Trust only works with willing landowners and has completed over thirty projects ranging in size from 3 acres to 36,000 acres. GLT works in partnership with local and state government and has completed projects with the Municipality of Anchorage, the Mat-Su Borough, and the State of Alaska. GLT also has two active projects with the Kodiak Island Borough.

The Shelter Cove project

Great Land Trust was contacted by the Stern Family in 2015 about conservation options for their 115-acre property on Fleming Creek near Shelter Cove in Cordova. Mr. Stern had recently passed away and his wife Lorna wanted to give back to the Cordova community that he loved while also conserving the habitat and open space the property afforded. This property contains hiking trails that are popular with the community.

Donation to the City of Cordova

After a site visit to the Shelter Cove property and consultation with City of Cordova staff and local non-profit partners, Great Land Trust and the Stern Family would like to propose donating the property to the City of Cordova for public use.

Conservation easement held by Great Land Trust

The Sterns have offered to donate the property to the City of Cordova subject to a conservation easement held by Great Land Trust. A conservation easement is a legal agreement between the landowner and a land trust that restricts the uses on the property to protect the conservation values. The details of the conservation easement would be determined together by the Stern Family, the City of Cordova and Great Land Trust. This scenario is one that has successfully led to projects with other local governments in Alaska and around the country.

Future uses

The Sterns recognize that the City might need to use the property to benefit the community for purposes in addition to recreation. A communications tower and water supply utilities are examples of uses that are consistent with the Sterns' intent.

After the property is transferred to the City of Cordova, Great Land Trust will monitor the property annually to assure that the conservation values are intact. In addition to donating the property to the City of Cordova, the Sterns have pledged to donate funds for annual monitoring. The Copper River Watershed Project has offered to help organize volunteer property clean up events.

Cordova planning documents

To begin discussions about how the property could benefit the community, below are excerpts from Cordova planning documents.

Excerpts from the City of Cordova 2008 Comprehensive Plan

F. VISITOR INDUSTRY IMPROVEMENT STRATEGIES

It is the intent of the City to develop a visitor industry in Cordova that fits the character of the community and retains the quality of life expected in the community by using the following strategies:

- Enhance recreational and outdoor opportunities by:
 - Developing recreation and sport fishing areas.
 - Establishing a state park.
 - Encourage the development of more campgrounds and trails.
 - Develop other visitor facilities.

PARKS AND RECREATION

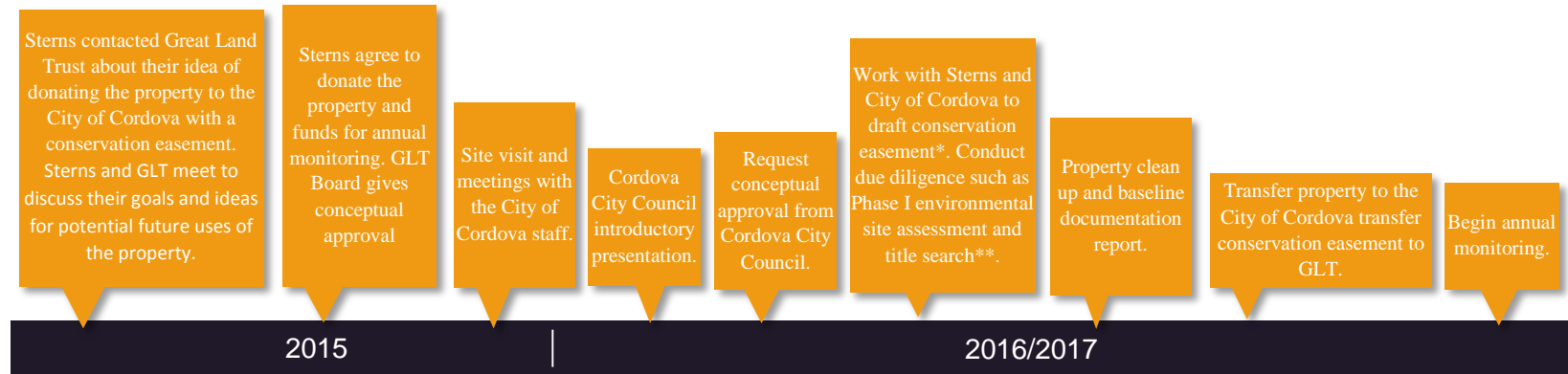
Goal: To provide and foster parks, programs, and facilities for all in pursuit of a healthy sustainable community.

Excerpts from the Cordova Community Tourism Plan

Attraction Enhancement, Strategy 6.

Improve “edge of town” attractions, including wildlife and bird viewing, glacier viewing, trails

Draft Timeline



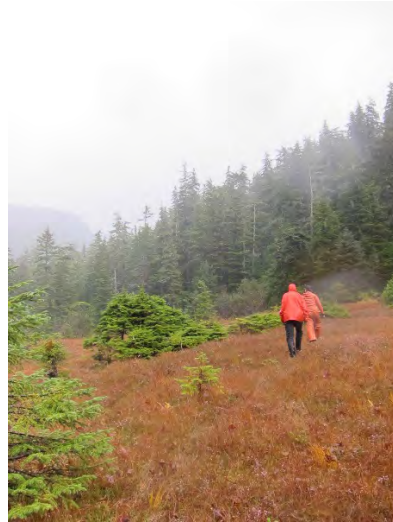
*Conservation easement

- Conservation easement language will establish future uses of the property. A conservation easement is a legal agreement between the landowner and a land trust that restricts the uses on the property to protect the conservation values. The details of the conservation easement will be determined together by the Stern Family, the City of Cordova and Great Land Trust.

**Due diligence activities

- Phase I environmental site assessment to determine the condition of the property and any potential environmental hazards.
- A Preliminary Title Commitment will be reviewed to assess the condition of the title of the property.
- A survey will be conducted if necessary.
- Volunteer work days will be organized to remove dilapidated structures.

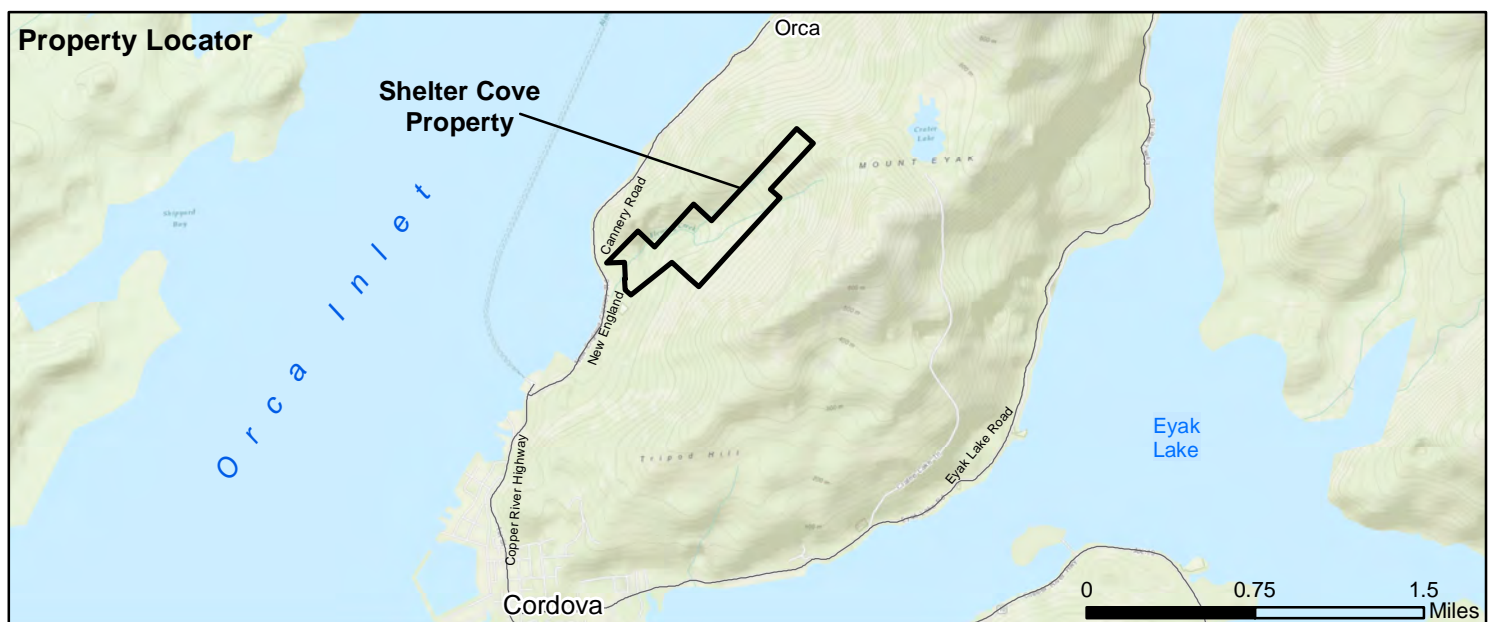
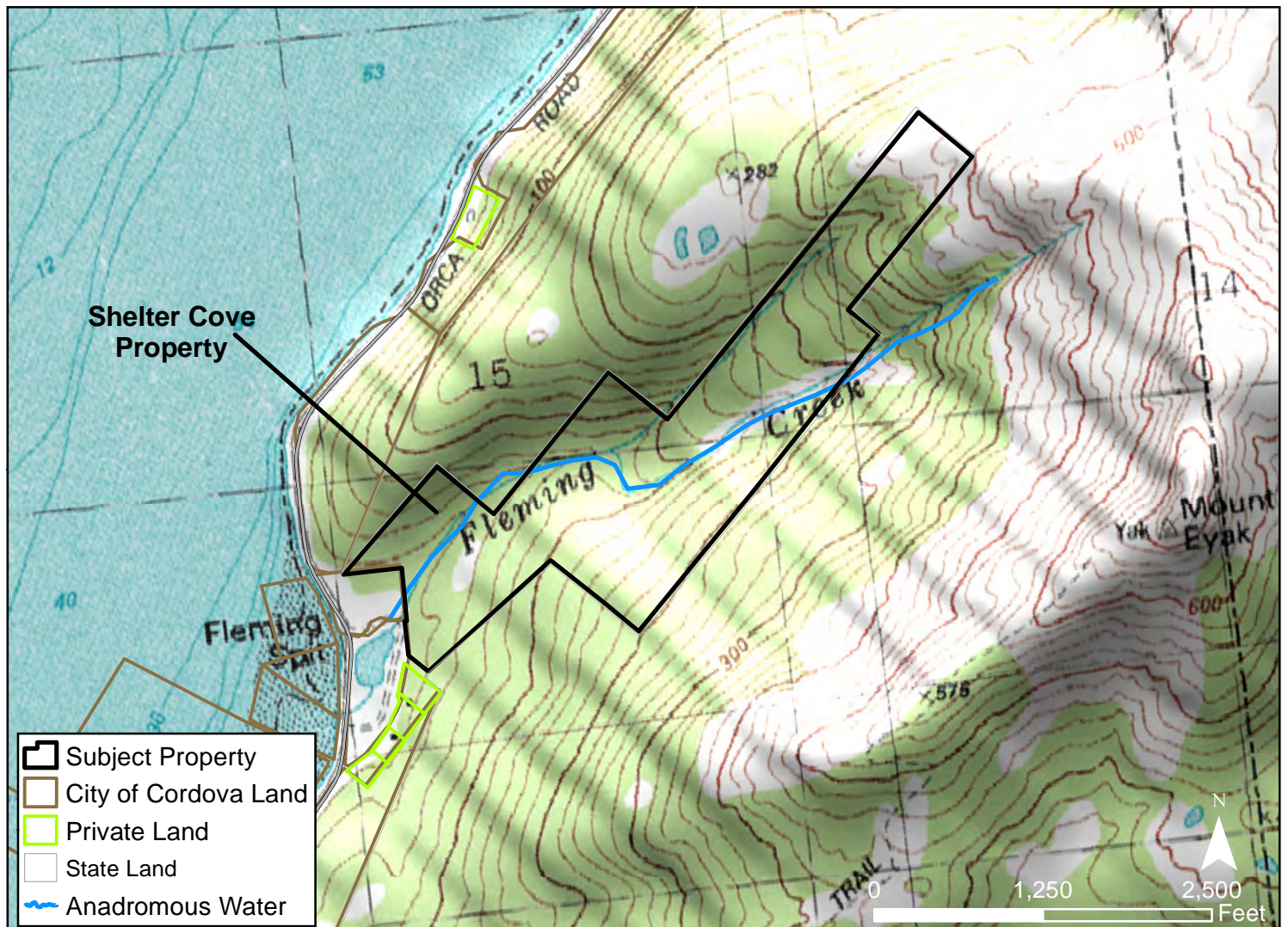
Property photos





SHELTER COVE - STERN PROPERTY

CORDOVA, AK - APPROX. 112 ACRES



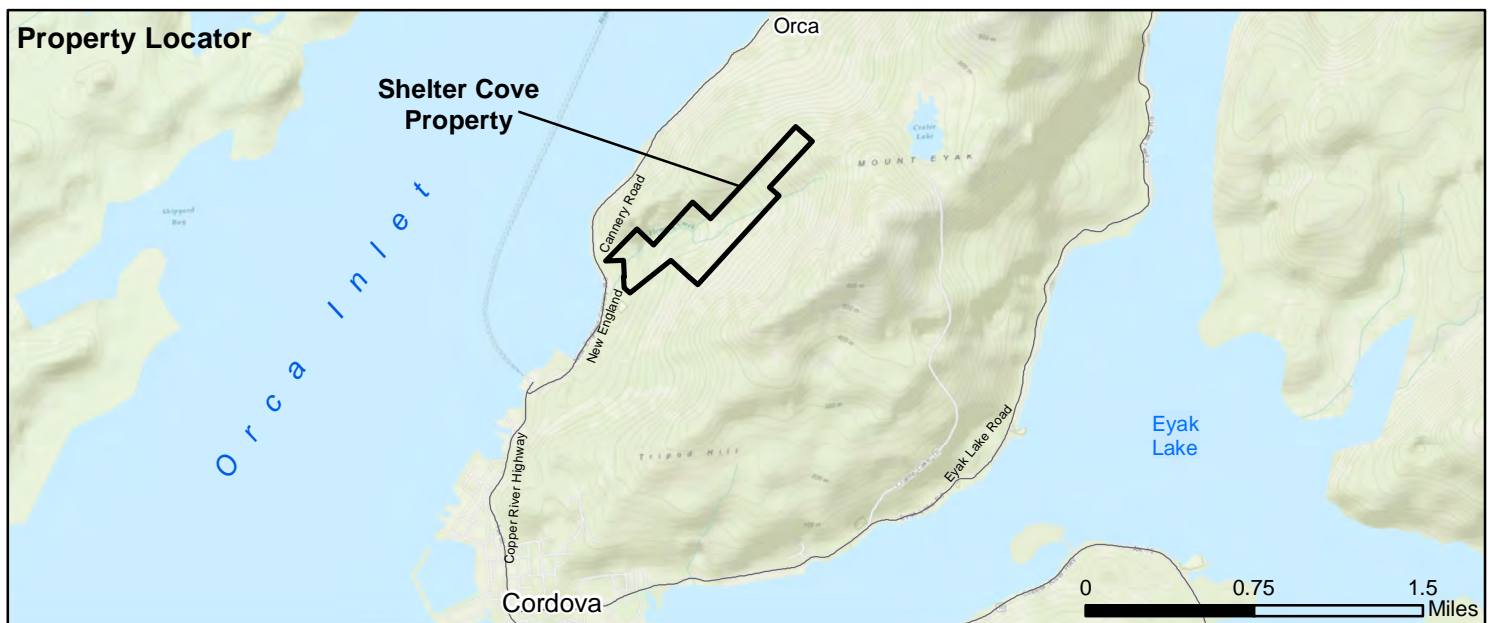
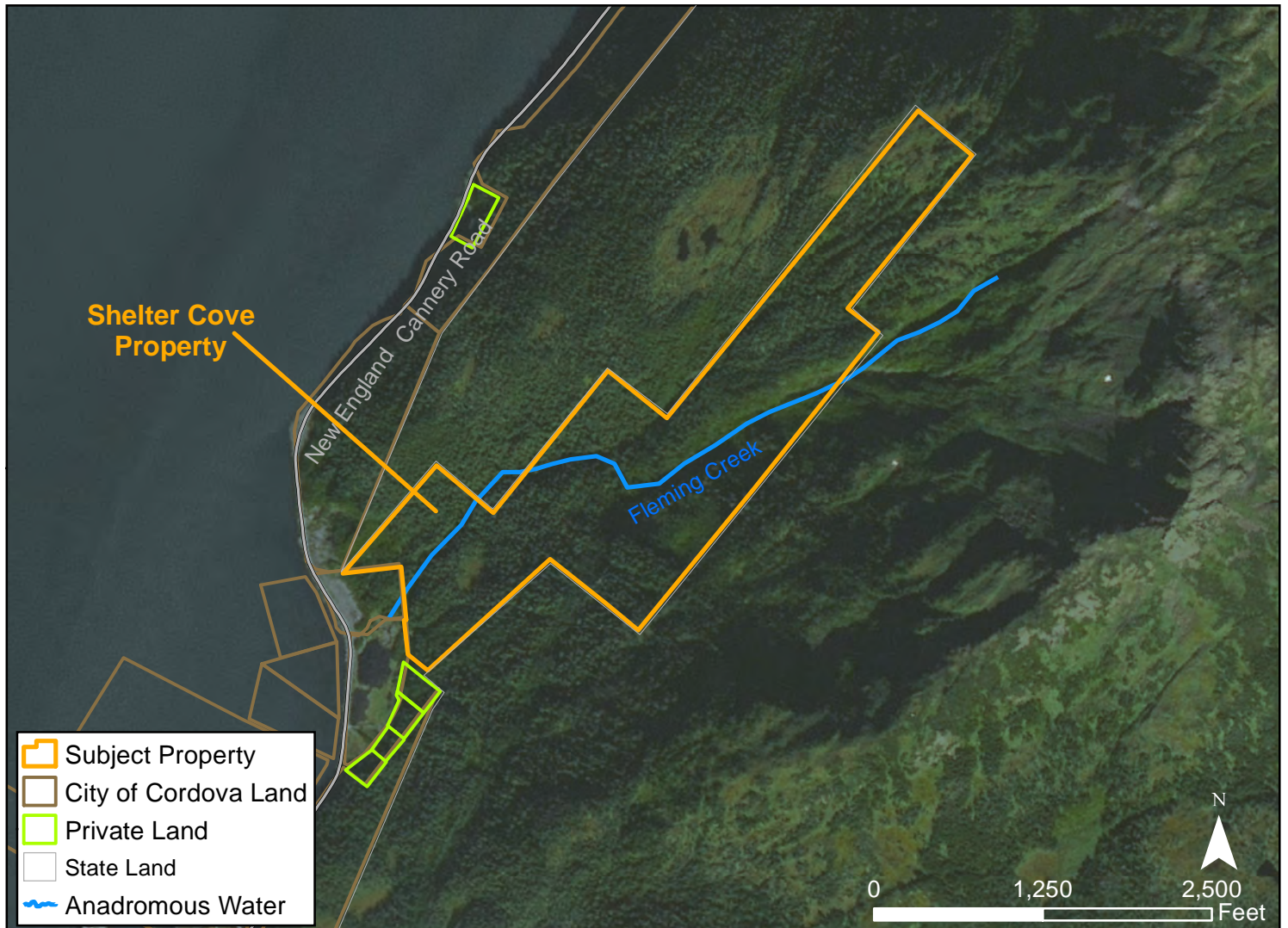
Data Sources:
ADNR (roads, ownership); ADFG (streams); ESRI (topo)
Projected Coordinate System:
NAD 1983 State Plane Alaska 4 FIPS 5004 Feet
Map Created: 1.25.2016

This map was produced using the best available data, but should not be used in place of plat and survey maps.



SHELTER COVE - STERN PROPERTY

CORDOVA, AK - APPROX. 112 ACRES



Data Sources:
ADNR (roads, ownership); ADFG (streams); AlaskaMapped (imagery); ESRI (topo)
Projected Coordinate System:
NAD 1983 State Plane Alaska 4 FIPS 5004 Feet
Map Created: 1.25.2016

This map was produced using the best available data, but should not be used in place of plat and survey maps.

CITY OF CORDOVA

Harbor and Port

(907) 424-6400

**CORDOVA HARBOR COMMISSION
CORDOVA, ALASKA
RESOLUTION 12-15-01**



A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF CORDOVA, ALASKA TO CORDOVA CITY COUNCIL, RECOMMENDING TO RENEGOTIATE THE USFS LEASE WITHIN THE NORTH HARBOR AT FAIR MARKET VALUE FOR A MAXIMUM TERM OF 5 YEARS.

WHEREAS, the current lease between the City of Cordova and the USFS was established in 1965 for 1 dollar, and expires on May 31, 2020,

WHEREAS, the current location of the USFS dock is blocking potential harbor expansion,

WHEREAS, the current Harbor Facilities Master Plan calls for expansion towards the USFS dock and the PWSSC,

WHEREAS, the USFS vessels could potentially share secure moorage with the Alaska State Trooper vessels at the Alaska State dock in the South side of the Cordova Harbor,

NOW THEREFORE BE IT RESOLVED, that the Harbor Commission of Cordova, Alaska, recommends to Cordova City Council that the USFS lease within the North Harbor be renegotiated for term of not more that 5 years at fair market value.

PASSED AND APPROVED ON THE 9TH DAY OF DECEMBER, 2015.

A handwritten signature in cursive script, appearing to read "Robert Beedle".

Chairman Robert Beedle

A handwritten signature in cursive script, appearing to read "Tony Schihella".

Tony Schihella, Cordova Harbormaster

LEASE

BETWEEN

CITY OF CORDOVA

AND

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this thirty-first day of May
in the year one thousand nine hundred and sixty-five by and between
the City of Cordova
whose address is Box 938, Cordova, Alaska

for heirs, executors, administrators, successors, and assigns, hereinafter called
the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and
agree as follows:

2. The Lessor hereby leases to the Government the following-described premises, viz:
That part of the tidelands within the Cordova Small Boat Harbor, Alaska
Tidelands Survey No. 220, to be occupied by the westerly 28 feet of the
Loading Dock in the northwesterly part of said small boat harbor as shown
on the approved plans Q-5-4-48, entitled, U. S. Army Engineers District,
Alaska, City of Cordova, Inner Harbor Facilities Reconstruction, General
Layout, Sheet 1 of 5, a portion of which is hereto attached and hereby
made a part of this lease, containing 1,120 square feet, more or less; and
an adjoining space designated on said approved plan as VB-WWS (Forest Service-
Fish and Wildlife Service) Float and Gangway with dimensions of approximately
12 x 95 feet.

to be used exclusively for the following purposes (see instruction No. 3):

*TO CONSTRUCT, OPERATE, AND MAINTAIN A MARINE WAREHOUSE ON THE SAID
LOADING DOCK AND TO CONSTRUCT, OPERATE, AND MAINTAIN ADJOINING FLOAT
AND RAMP FACILITIES.*

3. To HAVE AND TO HOLD the said premises with their appurtenances for the term beginning
the first day of June 1965

and ending with
the thirty-first day of May 2020

9. The Lessor shall have the right to enter and inspect the premises at any time for the purpose of determining the condition of the premises and the amount of damage to the premises. The Lessor reserves the right at reasonable times to enter and inspect the premises and to determine the amount of damage to the premises.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. If the said premises be damaged by fire or other casualty the Lessor may terminate the lease by giving written notice to the other within ninety days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The revisions, deletions, and additions to Paragraphs 1, 2, 3, 4, 5, 6, and 7, and the complete deletions of Paragraphs 8, 9, and 10, and the addition of Paragraph 13 on the attached sheet are hereby a part of this lease and were made prior to the execution of the lease by either party hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

/s/ Donna M. Sherby
City Clerk
(Address)

/s/ David Muma
City Manager
Lessor.

UNITED STATES OF AMERICA,

By W. H. Johnson
Regional Forester, Region 10, Forest Service,
Department of Agriculture
(Official title)

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, Donna M. Sherby, certify that I am the City Clerk-Treasurer
Secretary of the corporation named as Lessor in the attached lease; that

David Muma, who signed said lease on behalf of the Lessor, was then
City Manager of said corporation; that said lease was duly signed for and
in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

/s/ Donna M. Sherby
[CORPORATE SEAL]

(Sheet 3)

19. The Government shall have the right during the existence of this lease to erect a marine warehouse and such associated and related building facilities as may be needed; to erect additions, structures or signs, in or upon the premises leased, such buildings to be and remain the property of the Government and may be removed therefrom by the Government within a reasonable time after the termination of this lease or renewal thereof; to dispose of the buildings in place, in the event that use is discontinued by the Government, provided that if disposition of the buildings is to a party or parties other than the lessor, the buildings shall be removed from the premises within a reasonable period.

RECEIVED
JUL 11 1951
FOREST SERVICE
COMPANY
ALBANY

A memo from Susan Bourgeois, CMC, City Clerk

DATE: February 04, 2016
TO: Mayor and City Council
SUBJECT: Appointment of 2016 Election Board members

Below are the names of the individuals who have been selected to serve on the election board for the 2016 General Election on March 1, 2016.

Recommended motion: Move to concur with the Mayor's appointment of the 2016 General Election board members as follows:

Diana Rubio, as Chairperson
Seawan Gehlbach
Cathy Pegau
Ann Schultz
Sue Shellhorn
Ruth Steele
Judy Fulton
Susan Bourgeois
Tina Hammer

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

City Council Public Hearing
January 20, 2016 @ 6:00 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order

Mayor James Kacsh called the Council public hearing to order at 6:00 pm on January 20, 2016, in the Cordova Center Community Rooms.

B. Roll call

Present for roll call were **Mayor James Kacsh** and Council members **Kristin Carpenter, Tim Joyce, Tom Bailer, Josh Hallquist, Dave Reggiani** and **James Burton**. Council member **Robert Beedle** was absent. Also present were City Manager **Randy Robertson** and Deputy City Clerk **Tina Hammer**.

C. Public hearing

1. Ordinance 1139

An ordinance of the City Council of the City of Cordova, Alaska amending Cordova Municipal Code Title 8 entitled "Health and Safety" to adopt Chapter 8.40 entitled "Marijuana Regulation," and designating the Cordova City Council as the City's local regulatory authority on marijuana

2. Ordinance 1140

An ordinance of the City Council of the City of Cordova, Alaska amending Cordova Municipal Code Title 8 to add a new Chapter 8.44 to prohibit the extraction of tetrahydrocannabinol ("THC") or any cannabinoid by use of materials or methods deemed dangerous to public health and safety, unless otherwise permitted by law

Mayor Kacsh opened the hearing up for public comment on either of the ordinances. **Mayor Kacsh** asked if there was any public comment and there was none.

M/Burton S/Joyce to recess the public hearing at 6:03pm until 6:10 pm.

Hearing no objection, the Public Hearing was recessed until 6:10 pm.

At 6:10 pm **Mayor Kacsh** called the public hearing back to order and asked if there was any further public comment. There was none.

D. Adjournment

M/Burton S/Hallquist to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 6:11 pm

Approved: February 17, 2016

Attest: _____
Susan Bourgeois, CMC, City Clerk

**Regular City Council Meeting
January 20, 2016 @ 6:15 pm
Cordova Center Community Rooms A & B
Minutes**

A. Call to order

Mayor James Kacsh called the Council Regular Meeting to order at 6:15 pm on January 20, 2016 in the Cordova Center Community Rooms.

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, Tim Joyce, Tom Bailer, Josh Hallquist, David Reggiani** and **James Burton**. Council member **Robert Beedle** was present via teleconference. Also present were City Manager **Randy Robertson** and Deputy City Clerk **Tina Hammer**.

D. Approval of Regular Agenda

M/Burton S/Joyce to approve the Regular Agenda.

Vote on the motion: 7 yeas, 0 nays. Burton-yes; Joyce-yes; Beedle-yes; Hallquist-yes; Carpenter-yes; Reggiani-yes and Bailer-yes. Motion approved.

E. Disclosures of Conflicts of Interest

Mayor Kacsh declared that regarding item 14 – he is a direct neighbor of **Tony Rodrigues**.

F. Communications by and Petitions from Visitors

1. Guest Speaker - none

2. Audience comments regarding agenda items

Tony Rodrigues spoke regarding his letter to Council under correspondence on the agenda. He asked the Council to direct the City Manager to work toward a solution to an error made by a previous City staff.

3. Chairpersons and Representatives of Boards and Commissions

Beedle said that Harbor Commission went over the master plan and the budget at their last meeting. He'd like the commission to start working on a strategic plan for the harbor.

Carpenter said HSB should meet soon – she'd like to plan something for next week concerning a cash flow issue there. Council said that would actually be a City Council meeting to take action on a loan to CCMC. They would be discussing this at Pending Agenda.

Bailer said Planning and Zoning met and the biggest item was that there were seven proposals for the old Library/Museum building – he said they discussed it, asked some questions of proposers and opted to refer it to staff and will see it again at their next meeting.

Mayor Kacsh reported that he'd be meeting next Thursday for a noon lunch with representatives of boards and commissions.

4. Student Council Representative Report – was not present

G. Approval of Consent Calendar

Mayor Kacsh declared the consent calendar before Council.

5. Ordinance 1139 An ordinance of the City Council of the City of Cordova, Alaska amending Cordova Municipal Code Title 8 entitled "Health and Safety" to adopt Chapter 8.40 entitled "Marijuana Regulation," and designating the Cordova City Council as the City's local regulatory authority on marijuana – 2nd reading

6. Ordinance 1140 An ordinance of the City Council of the City of Cordova, Alaska amending Cordova Municipal Code Title 8 to add a new Chapter 8.44 to prohibit the extraction of tetrahydrocannabinol ("THC") or any cannabinoid by use of materials or methods deemed dangerous to public health and safety, unless otherwise permitted by law – 2nd reading

7. Resolution 01-16-03 A resolution of the City Council of the City of Cordova, Alaska, approving the license for a mobile restaurant

8. Resolution 01-16-04 A resolution of the City Council of the City of Cordova, Alaska, approving the site plan of Ocean Beauty Seafoods, LLC to construct a 5,400 square foot fish oil and fish meal production facility on Lot 3A, Block 1,

Cordova Industrial Plant

9. Resolution 01-16-05 A resolution of the City Council of the City of Cordova, Alaska, approving the site plan of Alpine Diesel to construct an 8,640 square foot vessel maintenance building on a portion of Tract 1A, Ocean Dock Subdivision

Vote on the consent calendar: 7 yeas, 0 nays. Beedle-yes; Joyce-yes; Hallquist-yes; Bailer-yes; Carpenter-yes; Burton-yes and Reggiani-yes. Consent Calendar was approved.

H. Approval of Minutes

M/Burton S/Bailer to approve the minutes.

10. 1-6-16 Public Hearing Minutes

Vote on the motion: 7 yeas, 0 nays. Joyce-yes; Bailer-yes; Burton-yes; Beedle-yes; Reggiani-yes; Hallquist-yes and Carpenter-yes. Motion approved.

I. Consideration of Bids - none

J. Reports of Officers

11. Mayor's Report - *Mayor Kacsh* said he sent a letter to ADF&G commissioner regarding the test fishery for Tanner Crab.

12. Manager's Report - *Robertson* said that Senator Stevens office contacted him about coming to Cordova for a visit, probably early in the session preferably on a Friday.

13. City Clerk's Report - *Deputy Clerk Hammer* said she has been busy inputting 2016 property assessments into the database.

K. Correspondence

14. 01-06-16 Rodrigues letter in re Culvert in Forest Heights Subdivision

Joyce said he'd like to see the planning department provide a report at the next meeting with some background information on this issue. *Robertson* said we will be ready to do that, he was wanting to hear from Council as to whether that was the will of the council versus letting the City staff handle it. *Bailer* said he would like to see this resolved so a house would get built there. *Hallquist* said he agreed with *Bailer*.

L. Ordinances and Resolutions - none

M. Unfinished Business - none

N. New & Miscellaneous Business

15. Presentations by Legal firms that have responded to the City's RFP for legal services

a. Levesque Law Group - *Joe Levesque*

b. Landye Bennett Blumstein - *Matt Mead* and *Kim Dunn*

c. Hoffman & Blasco - *Bob Blasco* and *Megan Costello*

d. Boyd Chandler Falconer - *Brooks Chandler*

e. Birch Horton Bittner & Cherot - *Holly Wells, Katie Davies, David Gross, Adam Cook* and *Tom Klinkner*
(via teleconference)

Each firm had an attorney(s) speak - present his/their proposals that they had put in as a response to the City's RFP for legal services. After 20 - 30 minutes for each presentation, council and the City Manager also had a few questions for each attorney and/or group of attorneys.

16. Pending Agenda, Calendar, Elected & Appointed Officials list

Council scheduled a special meeting for Wednesday January 27 at 7pm - hospital needed a financial infusion to handle short term financial needs. *Bailer* asked what the next step was for Council regarding these law firms and a decision. *Mayor Kacsh* said he thought council might opt to have an executive session tonight to begin that discussion.

O. Audience Participation - none

P. Council Comments

17. Council Comments

Hallquist thanked the attorneys who came to Cordova and presented to Council tonight.

Bailer, Reggiani, Carpenter and *Joyce* all echoed those comments.

Joyce further commented that he had been to a P&Z commission special meeting and it became clear to him that Council is tasking P&Z with items way outside what charter and code has given them as far as roles and responsibilities. He believes that the criteria they are using should be looked at and reevaluated.

Q. Executive Session

M/Bailer S/Burton to go into an executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government, specifically the legal presentations made this evening and contractual matters.

Vote on motion: 7 yeas, 0 nays. Carpenter-yes; Hallquist-yes; Bailer-yes; Beedle-yes; Burton-yes; Reggiani-yes and Joyce-yes. Motion was approved.

Hearing no objection, *Mayor Kacsh* called for a five minute recess at 8:52 pm.

Council was back in session at 8:57 pm.

Council entered executive session at 8:57 pm and was back in regular session at 10:15 pm.

R. Adjournment

M/Bailer S/Hallquist to adjourn.

Hearing no objections the meeting was adjourned at 10:15 pm.

Approved: February 17, 2016

Attest: _____
Susan Bourgeois, CMC, City Clerk

City Council Public Hearing
February 3, 2016 @ 6:45 pm
Cordova Center Community Rooms A & B
Minutes

A. Call to order

Mayor James Kacsh called the Council public hearing to order at 6:45 pm on February 3, 2016, in the Cordova Center Community Rooms.

B. Roll call

Present for roll call were **Mayor James Kacsh** and Council members **Kristin Carpenter**, **Tom Bailer**, **Josh Hallquist**, and **James Burton**. Council members **Tim Joyce** and **David Reggiani** were present via teleconference. Council member **Robert Beedle** was absent. Also present were City Manager **Randy Robertson** and City Clerk **Susan Bourgeois**.

C. Public hearing

1. Ordinance 1141

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$1,300,000 from the general reserve fund to the Cordova center capital project fund #426, to provide a source of money for the completion of the Cordova Center

Mayor Kacsh opened the hearing up for public comment on ordinance 1141. **Mayor Kacsh** asked if there was any public comment and there was none.

M/Burton S/Carpenter to recess the public hearing at 6:46 pm until 6:55 pm.

Hearing no objection, the Public Hearing was recessed until 6:55 pm.

At 6:55 pm **Mayor Kacsh** called the public hearing back to order and asked if there was any further public comment. There was none.

D. Adjournment

M/Burton S/Bailer to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 6:56 pm

Approved: February 17, 2016

Attest: _____
Susan Bourgeois, CMC, City Clerk



City of Cordova
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6200
Fax: (907) 424-6000
Email: citymanager@cityofcordova.net
Web: www.cityofcordova.net

CITY OF CORDOVA

Office of City Manager

February 17, 2016

Memo to City Council

Re: ITB #16-01 Cordova City Streets Improvements - \$2M Street Paving Bond

CMC 5.12.040 "Council approval of contracts":

No contract for supplies, services or construction which obligates the city to pay more than twenty-five thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

- A. The identity of the contractor:** Eagle Contracting Corp, PO Box 1128, Cordova, AK
- B. The contract price:** not to exceed \$1,109,300 for Base Bid, \$518,552 for Additive Alternate 01, making a combined total of \$1,627,852
- C. The nature and quantity of the performance that the city shall receive under the contract:** Contractor shall construct 2,600 linear feet of new hot mix asphalt 2-lane street surface, drainage improvements, and associated work as specified in ITB#16-01 dated 08Jan2016 and as guided by the City's 2015 Roads Priority List dated 20Sep2014.
- D. The time for performance under the contract:** start on/about 01April2016 and conclude not later than 30Sep2016.

Two bids were received on 05Feb16. Wilson Construction of Cordova bid the Base Bid at \$1,132,414.70 and Eagle Contracting Corp of Cordova bid the Base Bid at \$1,109,300. The attached Bid Tabulation shows these numbers and the two Additive Alternates and the one Deductive Alternate. There is insufficient funding to consider awarding Additive Alternate 02.

The proposed bids have been reviewed by the City Engineer and the consulting design firm, DOWL. Both concur recommending Eagle's selection to the City Council. Eagle and the City of Cordova have enjoyed a long and mutually respectful professional relationship. In projects ranging from portions of the Phase II Cordova Center to the Baler upgrades.

I recommend the City Manager be authorized by Council to negotiate a contract with Eagle Contracting Corp to provide construction contracting services as set forth in ITB#16-01 for a total contract price not to exceed \$1,627,852.00, per the attached Fiscal Note.

Recommended action: Voice Vote. "I move to direct the City Manager to negotiate a contract with Eagle Contracting Corporation, Cordova, AK to provide construction contracting services per ITB#16-01 for a sum not to exceed one million, six hundred twenty-seven thousand dollars, eight hundred fifty-two dollars and zero cents (\$1,627,852.00), per the attached Fiscal Note."

Randy Robertson
City Manager

City of Cordova
Fiscal Note

Date: 02/10/2016

Agenda Date: 02/17/2016

Amount: \$1,627,852.00	Subject: Eagle Contracting Corp Paving and Drainage Work per ITB#16-01 within the \$2M Paving Bond
Fiscal Impact: Yes	
Budgeted: Yes, \$1,627,852.00	Resolution/Ordinance # n/a
From Account#: Stand Alone Bond	
To Account#: Stand Alone Bond	
Prepared by: R. Rogers	

Expenditures	FY 2016	FY 2017	FY 2018
Contractual	\$1,627,852.00		
Supplies			
Equipment			
Travel			
Land/Structure			
Grants			
	FY 2016	FY 2017	FY 2018
Revenue			
Funding Source	FY 2016	FY 2017	FY 2018
General Fund Reserve			
(budgeted annually)			
\$2M Bond Street Paving (November 2014)	\$1,627,852.00		

Additional Information

This is an 8 month contract to provide horizontal construction contracting services for drainage, paving and associated work per ITB#16-01 at Nicholoff Way, Harbor Loop Road, and part of Railroad Avenue.

Base Bid				Eagle Contracting Corporation				Wilson Construction, Inc.			
PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT		UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1505.1	Mobilization	Lump Sum	All Req'd	LUMP	SUM	\$50,000	00	LUMP	SUM	\$32,900	00
1550.1	Taffic Control	Lump Sum	All Req'd	LUMP	SUM	\$20,000	00	LUMP	SUM	\$30,200	00
1570.1	Erosion and Sediment Control	Lump Sum	All Req'd	LUMP	SUM	\$10,000	00	LUMP	SUM	\$10,020	00
2202.1	Excavation	CY	196	\$20	00	\$3,920	00	\$40	50	\$7,938	00
2202.3	Regrade Existing Base Course	Lump Sum	All Req'd	LUMP	SUM	\$9,000	00	LUMP	SUM	\$49,029	00
2204.1	Base Course, Grading D-1	Ton	240	\$80	00	\$19,200	00	\$35	00	\$8,400	00
2402.1	Adjust Sanitary Manhole to Grade	Each	9	\$1,000	00	\$9,000	00	\$1,370	00	\$12,330	00
2501.1	4 & 6-Inch PVC Pipe Culvert	LF	200	\$40	00	\$8,000	00	\$38	75	\$7,750	00
2501.2	12-Inch CPP Pipe Culvert	LF	260	\$100	00	\$26,000	00	\$136	60	\$35,516	00
2501.3	18-Inch CPP Pipe Culvert	LF	50	\$120	00	\$6,000	00	\$138	70	\$6,935	00
2501.4	CPP Saddle Tee	Each	5	\$400	00	\$2,000	00	\$798	00	\$3,990	00
2502.1	Catch Basin, Type III	Each	7	\$3,800	00	\$26,600	00	\$5,532	00	\$38,724	00
2502.2	Catch Basin, Type IV	Each	4	\$4,100	00	\$16,400	00	\$5,796	00	\$23,184	00
2602.1	Adjust Valve Box to Grade	Each	18	\$400	00	\$7,200	00	\$650	00	\$11,700	00
2607.1	Pipe Insulation	Bds	15	\$60	00	\$900	00	\$155	00	\$2,325	00
2702.1	Construction Surveying	Lump Sum	All Req'd	LUMP	SUM	\$29,000	00	LUMP	SUM	\$31,000	00
2715.1	6-Inch Underdrain	LF	100	\$100	00	\$10,000	00	\$69	15	\$6,915	00
2716.1	Remove and Dispose of Culvert Pipe	Lump Sum	All Req'd	LUMP	SUM	\$2,000	00	LUMP	SUM	\$10,155	00
2717.1	Storm Structure Removal	Lump Sum	All Req'd	LUMP	SUM	\$1,000	00	LUMP	SUM	\$6,705	00
2801.1	A.C. Pavement, Type II-A, Class B	Ton	1,290	\$450	00	\$580,500	00	\$413	00	\$532,770	00
2801.2	A.C. Pavement for Sidewalk and Driveways	Ton	225	\$512	00	\$115,200	00	\$469	00	\$105,525	00
2806.1	Remove Existing Asphalt Surfacing	SY	3,340	\$4	00	\$13,360	00	\$4	80	\$16,032	00
2807.1	Remove Existing Chip Seal Surfacing	SY	4,240	\$4	00	\$16,960	00	\$4	40	\$18,656	00
3303.1	Valley Gutter, Type III	LF	2,523	\$50	00	\$126,150	00	\$48	00	\$121,104	00
3304.1	Remove Valley Gutter	LF	182	\$5	00	\$910	00	\$14	35	\$2,611	70
TOTAL BASE BID: \$1,109,300.00								TOTAL BASE BID: \$1,132,414.70			
Eagle Contracting Corporation								Wilson Construction, Inc.			
Additive Alternate No. 1											
PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT		UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1505.1A	Mobilization	Lump Sum	All Req'd	LUMP	SUM	\$30,000	00	LUMP	SUM	\$12,600	00
1550.1A	Traffic Control	Lump Sum	All Req'd	LUMP	SUM	\$10,000	00	LUMP	SUM	\$13,000	00
1570.1A	Erosion and Sediment Control	Lump Sum	All Req'd	LUMP	SUM	\$5,000	00	LUMP	SUM	\$4,700	00
2202.1A	Excavation	CY	465	20	00	\$9,300	00	\$39	50	\$18,367	50
2202.2A	Sideslopes and Ditch Grading	Lump Sum	All Req'd	LUMP	SUM	\$5,000	00	LUMP	SUM	\$6,210	00
2204.2A	2-Inch Minus Shot Rock w/Base Course	CY	551	70	00	\$38,570	00	\$85	00	\$46,835	00
2402.1A	Adjust Sanitary Sewer Manhole to Grade	Each	6	1000	00	\$6,000	00	\$1,370	00	\$8,220	00
2501.1A	4 & 6-Inch PVC Pipe Culvert	LF	200	40	00	\$8,000	00	\$38	75	\$7,750	00
2501.2A	12-Inch CPP Pipe Culvert	LF	198	100	00	\$19,800	00	\$136	60	\$27,046	80
2502.3A	Storm Drain Manhole, Type I	Each	1	3800	00	\$3,800	00	\$10,350	00	\$10,350	00
2502.1A	Catch Basin, Type III	Each	4	4100	00	\$16,400	00	\$5,540	00	\$22,160	00
2502.4A	Reconstruct Existing Catch Basin	Each	1	1000	00	\$1,000	00	\$4,390	00	\$4,390	00
2602.1A	Replace Valve Box	Each	5	1000	00	\$5,000	00	\$2,450	00	\$12,250	00
2603.1A	Relocate Existing Fire Hydrant	Each	1	8000	00	\$8,000	00	\$8,480	00	\$8,480	00
2607.1A	Pipe Insulation	Bds	10	60	00	\$600	00	\$155	00	\$1,550	00
2702.1A	Construction Surveying	Lump Sum	All Req'd	LUMP	SUM	\$11,000	00	LUMP	SUM	\$23,000	00
2709.1A	Topsoil	CY	10	100	00	\$1,000	00	\$120	00	\$1,200	00
2709.1A	Topsoil Finish Grading	MH	16	100	00	\$1,600	00	\$150	00	\$2,400	00
2710.1A	Seeding, Hydraulic Method, Type III	SU	1	100	00	\$100	00	\$2,460	00	\$2,460	00
2715.1A	6-Inch Underdrain	LF	100	80	00	\$8,000	00	\$69	15	\$6,915	00
2716.1A	Remove and Dispose of Culvert Pipe	Lump Sum	All Req'd	LUMP	SUM	\$1,000	00	LUMP	SUM	\$2,180	00
2717.1A	Storm Structure Removal	Lump Sum	All Req'd	LUMP	SUM	\$1,000	00	LUMP	SUM	\$690	00
2718.1A	Sign Assembly	Each	2	1000	00	\$2,000	00	\$5,040	00	\$10,080	00
2720.1A	Painted Traffic Markings	Lump Sum	All Req'd	LUMP	SUM	\$5,000	00	LUMP	SUM	\$4,770	00
2801.1A	A.C. Pavement, Type II-A, Class B	Ton	435	450	00	\$195,750	00	\$413	00	\$179,655	00
2801.2A	A.C. Pavement for Sidewalks and Driveways	Ton	65	512	00	\$33,280	00	\$469	00	\$30,485	00
2806.1A	Remove Existing Asphalt Surfacing	SY	2,760	4	00	\$11,040	00	\$4	80	\$13,248	00
3302.1A	Concrete Area Drain	Each	1	700	00	\$700	00	\$1,965	00	\$1,965	00
3303.1A	Valley Gutter, Type III	LF	475	50	00	\$23,750	00	\$58	40	\$27,740	00
3303.2A	Curb and Gutter, Type I	LF	823	50	00	\$41,150	00	\$53	00	\$43,619	00
3303.3A	Concrete Sidewalk, 4 and 6 Inches Thick	SY	110	90	00	\$9,900	00	\$158	00	\$17,380	00
3303.4A	Detectable Tile	SY	16	57	00	\$912	00	\$63	00	\$1,008	00
3304.1A	Remove Curb and Gutter	LF	190	10	00	\$1,900	00	\$8	75	\$1,662	50
3304.2A	Remove Concrete Sidewalk	SY	150	20	00	\$3,000	00	\$11	10	\$1,665	00
TOTAL ADDITIVE ALTERNATE No. 1: \$518,552.00								TOTAL ADDITIVE ALTERNATE No. 1: \$576,031.80			

				Eagle Contracting Corporation				Wilson Construction, Inc.			
Deductive Alternate No. 1A											
PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT		UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
3303.5D	Concrete Island	Lump Sum	All Req'd	LUMP	SUM	\$4,000	00	LUMP	SUM	\$8,890	00
TOTAL DEDUCTIVE ALTERNATE No. 1A: \$4,000.00								TOTAL DEDUCTIVE ALTERNATE No. 1A: \$8,890.00			
				Eagle Contracting Corporation				Wilson Construction, Inc.			
Deductive Alternate No. 2											
PAY ITEM NO.	PAY ITEM DESCRIPTION	PAY UNIT	APPROX. QUANTITY	UNIT PRICE		AMOUNT		UNIT PRICE		AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS	DOLLARS	CENTS
1505.1B	Mobilization	Lump Sum	All Req'd	LUMP	SUM	\$10,000	00	LUMP	SUM	\$7,200	00
1550.1B	Traffic Control	Lump Sum	All Req'd	LUMP	SUM	\$5,000	00	LUMP	SUM	\$21,200	00
1570.1B	Erosion and Sediment Control	Lump Sum	All Req'd	LUMP	SUM	\$2,000	00	LUMP	SUM	\$1,360	00
2202.1B	Excavation	CY	243	20	00	\$4,860	00	37	50	\$9,112	50
2202.2B	Sideslopes and Ditch Grading	Lump Sum	All Req'd	LUMP	SUM	\$3,000	00	LUMP	SUM	\$6,210	00
2204.2B	2-Inch Minus Shot Rock w/Base Course	CY	206	70	00	\$14,420	00	110	40	\$22,742	40
2402.1B	Adjust Sanitary Sewer Manhole to Grade	Each	1	1000	00	\$1,000	00	1370	00	\$1,370	00
2501.1B	4 & 6-Inch PVC Pipe Culvert	LF	200	40	00	\$8,000	00	38	75	\$7,750	00
2501.2B	12-Inch CPP Pipe Culvert	LF	93	100	00	\$9,300	00	136	60	\$12,703	80
2501.4B	CPP Saddle Tee	Each	2	500	00	\$1,000	00	798	00	\$1,596	00
2502.1B	Catch Basin, Type III	Each	3	4100	00	\$12,300	00	5540	00	\$16,620	00
2502.4B	Reconstruct Existing Catch Basin	Each	1	1000	00	\$1,000	00	4390	00	\$4,390	00
2602.1B	Adjust Valve Box to Grade	Each	2	500	00	\$1,000	00	650	00	\$1,300	00
2607.1B	Pipe Insulation	Bds	10	60	00	\$600	00	155	00	\$1,550	00
2702.1B	Construction Surveying	Lump Sum	All Req'd	LUMP	SUM	\$5,100	00	LUMP	SUM	\$13,800	00
2715.1B	6-Inch Underdrain	LF	100	70	00	\$7,000	00	69	15	\$6,915	00
2716.1B	Remove and Dispose of Culvert Pipe	Lump Sum	All Req'd	LUMP	SUM	\$1,000	00	LUMP	SUM	\$1,800	00
2717.1B	Storm Structure Removal	Lump Sum	All Req'd	LUMP	SUM	\$1,000	00	LUMP	SUM	\$690	00
2801.1B	A.C. Pavement, Type II-A, Class B	Ton	160	450	00	\$72,000	00	413	00	\$66,080	00
2801.2B	A.C. Pavement for Sidewalks and Driveways	Ton	35	512	00	\$17,920	00	469	00	\$16,415	00
2806.1B	Remove Existing Asphalt Surfacing	SY	945	4	00	\$3,780	00	4	80	\$4,536	00
3302.1B	Concrete Area Drain	Each	1	700	00	\$700	00	1965	00	\$1,965	00
3303.1B	Valley Gutter, Type III	LF	586	50	00	\$29,300	00	59	00	\$34,574	00
TOTAL ADDITIVE ALTERNATE No. 2: \$211,280.00								TOTAL ADDITIVE ALTERNATE No. 2: \$261,879.70			

Notes from 1/28/16 Lunch with representatives of Boards and Commissions

Planning & Zoning

Discussed set backs and access to neighboring property with Alpine Diesel lease.

Alaska State Troopers request to lease space in old City Hall building

Discussed process with old Museum & Library property and parking

Had a question from other boards on a "Main Street Plan"

School Board

Discussed keeping up with this legislative session and updates from Juneau

Sending School Board reps to Juneau soon

Working on Union negotiations

Hiring a new Business Manager for District

Harbor

Ready for a Survey of the South Harbor

Discussed the USFS dock

Discussed completion of the Master Plan for the Harbor

Parks & Recreation

Bazaar to remain in Cordova Center for 2016. With a year to plan and learn from this last event, the next Bazaar will be even better.

Working on Iceworm Events programming

Discussed Pool programming and funding issues and maintenance of the facility

P&R is hosting Dress to Kill and funding from that event is to support programming for kids at the Pool this year.

Discussed including students from both Mt Eccles and CHS be part of the P&R Board meetings

Parks and Recreation will have Summer Camp programming this year

Library

Briefing on Pokeman Club

Friends of the Library recently granted Non-Profit status

Discussed issues with unattended children at the Library

Discussed issues with the Candy Machine and the need for additional garbage cans in the entrance to Cordova Center

Fish Advisory

Would like to have board review proposals to next BOF and advise Council of supporting proposals by resolution.

Discussed having board create proposals for City to submit to BOF if needed.

We also had a great presentation from Rich Rogers on Public Works future and ongoing projects.

Thank you to Susan and the rest of City Staff who provided a fantastic lunch for us.

Next Luncheon is scheduled for Thursday 2/25/16

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<http://www.cityofcordova.net/government/mayor-council/council-meetings>

02-17-16 Regular Meeting Packet Correspondence

hard copies available upon request of the City Clerk cityclerk@cityofcordova.net

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A Memo from Susan Bourgeois, CMC, City Clerk

DATE: February 5, 2016

TO: Mayor and City Council and the public

SUBJECT: Ordinance 1141

On first reading of this ordinance at the February 3, 2016 regular meeting, Council made a minor amendment to take one line out of one of the whereas'. This did not qualify as a substantial change requiring another first reading. Tonight this is before council for a second reading (also requiring a public hearing) and attached is the charter and code referring to moving money from the permanent fund.

Required action: Majority roll call vote on second reading. Requires seven yes votes – Mayor can vote if there are six yes votes of council.

Memo

TO: Randy Robertson, City Manager; Jon Stavig, Finance Director

FROM: Rich Rogers, Public Works Director; Cathy Sherman, Information Services Director; Weston Bennett, Facility Manager

RE: Cordova Center Financials

Date: January 25, 2016

An update on efforts to 'close out' the Cordova Center Construction accounting.

Dawson Construction

Pay Request #14	\$377K
Balance to Finish	\$215K
COP's Not Yet Approved	\$206K

Other

FF&E	\$ 6K
MRV	\$ 40K
1% for Art	\$113K
Cistern	\$ 45K
Southwest Stairs	\$ 40K
Total	\$1,042,000

Previous Cordova Center costs

Applied to line of credit (Pay Request #10)	\$750K
Paid from general fund reserve (Remainder Pay Request #10)	\$ 40K
Paid from general fund reserve (Pay Request #11)	\$303K
Paid from general fund reserve (Pay Request #12)	\$298K
Paid from general fund reserve (Pay Request #13)	\$169K
Total	\$1,560,000

Funding

Capital Campaign Cash	\$486K
Rasmuson Match	\$750K
Total	\$1,236,000

Outstanding Payments	\$1,042,000
Repayments to the line of credit and central treasury	\$1,560,000
Total of outstanding and repayments	\$2,602,000

Cash Funding as of 1.25.2016	\$1,236,000
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Amount outstanding	\$1,366,000
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**CITY OF CORDOVA, ALASKA
ORDINANCE 1141**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE TRANSFER OF \$1,300,000 FROM THE GENERAL RESERVE FUND
TO THE CORDOVA CENTER CAPITAL PROJECT FUND #426, TO PROVIDE A SOURCE
OF MONEY FOR THE COMPLETION OF THE CORDOVA CENTER**

WHEREAS, the City Council of the City of Cordova, Alaska, has adopted the City Budget and appropriated funds for FY16 for the period of January 1, 2016 to December 31, 2016; and

WHEREAS, the interfund transfers pursuant to this Ordinance are for providing a source of money to pay for the completion of the Cordova Center Capital Project Fund #426, in the amount of \$1.3M, which excludes money from grant sources; and

WHEREAS, this Ordinance provides for an interfund transfer of \$1.3M to Fund #426, which is the amount identified by the Cordova Center Project Team; and

WHEREAS, the Dawson Construction LLC., contract with the City of Cordova was capped at \$9.997M; and

WHEREAS, construction change orders of nearly \$500K associated with the Center's construction for replacement of windows, addition of fire dampeners, recessed slabs, and other items were necessary; and

WHEREAS, nearly \$500K in expenses for the Center's audio-visual and information technology equipment and installation as well as furniture and art related expenses which were not connected to the actual construction of the Center were incurred; and

WHEREAS, outstanding future costs to repair the cistern and complete exterior stairs are estimated to be between \$80K and \$100K; and

WHEREAS, the City will restore General Reserve Funds used for this effort by placing money from the Cordova Center Capital Campaign and fees associated with the use of the Cordova Center back into the General Reserve Fund until repayment is complete; and

WHEREAS, proceeds from the sale of the 'old museum and library' facility will be directly placed in the General Reserve Fund as partial restitution for this action.

NOW, THEREFORE BE IT ORDAINED THAT the City Council of the City of Cordova, Alaska, hereby authorizes the transfer of \$1,300,000 from the General Reserve Fund into the Cordova Center Capital Project Fund #426, to provide a source of money for the completion of the Cordova Center in fiscal year 2016.

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

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

1st reading and Public Hearing: February 3, 2016

2nd reading and Public Hearing: February 17, 2016

PASSED AND APPROVED THIS 17th DAY OF FEBRUARY, 2016.

Jim Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

DRAFT

Charter regarding Permanent Fund

Section - 5-22.

There shall be established as a separate fund within the finances of the City of Cordova to be known as Cordova General Reserve Fund and administered by city code, charter and state laws. The purpose for establishment of the fund is to provide for a continuing source of funding for capital and operating expenses for the city. The council may not consider any revenue from the fund as anticipated revenue for the purpose of funding operating expenses when preparing and approving the budget. The establishment of the fund is intended to assist in minimizing the tax burden to the citizens of Cordova, and preserve in trust assets of the city for the benefit of present and future generations of Cordova residents. The council may, from time to time, make deposits to the fund in the same manner as it makes other appropriations. Any funds received by the city from any source may be deposited into the fund. The fund principal, once established, shall be appropriated only by ordinance. An ordinance to appropriate funds from the principal of the Cordova General Reserve Fund shall require the favorable roll call vote of all seven city council members, or six city council members and the mayor, the results to be entered into the journal. The mayor shall be allowed to vote only if exactly six (6) council members vote in favor of any such ordinance.

Code regarding Permanent Fund

Chapter 5.44 - CORDOVA GENERAL RESERVE FUND

5.44.010 - Cordova general reserve fund established.

5.44.020 - Purpose.

5.44.030 - Deposits to the fund.

5.44.040 - Management of fund.

5.44.050 - Income and distribution.

5.44.060 - Principal.

Chapter 5.44 - CORDOVA GENERAL RESERVE FUND

Sections:

5.44.010 - Cordova general reserve fund established.

There is established as a separate fund within the finances of the city a fund to be known as the Cordova general reserve fund (hereinafter referred to as "the fund"). The Cordova general reserve fund is also referred to as the "city permanent fund." The fund shall be administered in accordance with the provisions of this chapter.

(Ord. 789 (part), 1997: Ord. 615 § 1, 1987).

5.44.020 - Purpose.

The purpose for establishment of the fund is to provide a continuing source of funding for the capital and operating expenses of the city. The council may not consider any revenue from the Cordova general reserve fund as anticipated revenues for the purpose of funding operating expenses when approving the budget. The establishment of the fund is intended to assist in minimizing the tax burden to the citizens of Cordova, and preserve in trust assets of the city for the benefit of present and future generations of Cordova residents.

(Ord. 789 (part), 1997: Ord. 615 § 2, 1987).

5.44.030 - Deposits to the fund.

The council may, from time to time, make deposits to the fund in the same manner as it makes other appropriations. Any funds received by the city from any source may be deposited into the fund; provided, however, it shall be the policy of the city council that any windfall funds from legal settlements received by the city shall be deposited into the fund to fulfill the purpose as set forth in [Section 5.44.020](#).

(Ord. 702 (part), 1992; Ord. 615 § 3, 1987).

5.44.040 - Management of fund.

An investment policy consistent with the Prudent Investor Act shall be adopted by the city council by resolution, and may be amended as necessary by resolution. The city treasurer shall follow the investment policy adopted by the city council for investment and management of amounts in the fund.

(Ord. 615 § 4, 1987).

(Ord. No. 1059, § 1, 11-4-2009)

5.44.050 - Income and distribution.

A. In conjunction with the audit of the city's financial statements each year, the city treasurer shall prepare a report for the city council which shows, as of the last day of the preceding fiscal year, the nature of each outstanding investment, including the purchase date, purchase price, and estimated net yield rate at the time of purchase, and the income earned from each investment from the initial date of purchase to the date of the report. The report shall be delivered to the city council in conjunction with the audited financial statements.

B. In conjunction with audit of the city's financial statements each year, the net income of the fund shall be determined as of the last day of the preceding fiscal year in accordance with this section and utilizing generally accepted accounting principles. The city treasurer shall report such determination to the city council in conjunction with delivery of the audited financial statements.

C. For the purposes of determining the net income of the fund, "net income" means the total income yielded from investment of the principal of the fund for the preceding fiscal year, less any amounts needed;

1. To reimburse the fund principal in the event a transaction results in an actual dollar loss in principal;
2. To offset any reduction in fund principal due to administrative costs;
3. To offset any depletive effect of inflation on the fund principal during the fiscal year, as may be determined by a nationally recognized inflation index.

D. The net income of the fund is unrestricted general income of the city.

(Ord. 933, 2003; Ord. 915, 2002; Ord. 615 § 5, 1987).

5.44.060 - Principal.

A. Fund principal may be appropriated only by ordinance. A public hearing shall be held on the introduction and first reading of such ordinance. The procedure for passage of any such ordinance shall be governed by subsection B of this section.

B. No ordinance to appropriate principal from the fund shall be passed, except upon the favorable roll call of all seven city council members, or six city council members and the mayor, the results of which shall be entered in the minutes of the meeting. The mayor shall be allowed to vote only if exactly six of the city council members vote in favor of any such appropriation.

(Ord. 789 (part), 1997; Ord. 702 (part), 1992; Ord. 615 § 6, 1987).

A memo from Susan Bourgeois, CMC, City Clerk

DATE: February 10, 2016
TO: Mayor & City Council, public
SUBJECT: Resolution 02-16-07

The attached resolution is before Council in order to amend the budget to pay a cost associated with action that Council took at the February 3, 2016 meeting. The vote is required by charter and code to be by a roll call and the pertinent code and charter follow the resolution for information purposes.

Recommended Motion: Move to approve Resolution 02-16-07.

Required Action: Majority roll call vote.

**CITY OF CORDOVA, ALASKA
RESOLUTION 02-16-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING AMENDMENT TO THE FY16 BUDGET AND AUTHORIZING
EXPENDITURE OF AN AMOUNT NOT TO EXCEED \$18,500 FOR CULVERT
RELOCATION ON PROPERTY DESCRIBED AS LOT 8, FOREST HEIGHTS
SUBDIVISION, CORDOVA, ALASKA**

WHEREAS, the City Council of the City of Cordova has adopted the City Operating Budget and appropriated funds for FY16 for the period of January 1, 2016 to December 31, 2016; and

WHEREAS, the City Council has agreed that as a matter of policy it will share costs with the property owner to relocate a culvert on said property, the use of City funds not to exceed \$18,500 for the project; and

WHEREAS, the funds to be used will come from the general fund reserve and will be expensed out of line #401-802-55360.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cordova, Alaska that amendment to the FY16 Budget is hereby authorized and expenditure of an amount not to exceed \$18,500 to be used to relocate a culvert on property described as Lot 8, Forest Heights Subdivision, Cordova, Alaska is also hereby authorized.

PASSED AND APPROVED THIS 17th DAY OF FEBRUARY, 2016.

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Code:

3.12.080 - Meetings—Passage of proposals.

A majority of the members of the council shall constitute a quorum. Any action the council is authorized or required to take under the Charter or this code may be taken by favorable vote of a majority of the quorum except as follows:

- A. **A majority of all** members of the council shall be required for final passage of an ordinance, in accordance with Article II, § 2-13 of the Charter;
- B. **A majority of all** the members of the council shall be required to adopt a budget and **make appropriations for the next fiscal year in accordance with Article V, § 5-4 of the Charter;**
- C. **A majority of all** the members of the council shall be required for the **transfer of unencumbered appropriations in accordance with Article V, § 5-6 of the Charter;**
- D. An appropriation from the city general reserve fund must be in accordance with Section 5.44.060
- E. Concurring vote of four members shall be necessary when the council sits as a board of adjustment in accordance with Section 3.40.100
- F. Vacancies in the office of mayor and council membership shall be filled by majority vote of the council's remaining members in accordance with Article II § 2-10 of the Charter;
- G. The city manager shall be appointed or removed by a vote of a majority of all council members, in accordance with Article III, § 3-1 of the Charter;
- H. A majority of all the members of the council shall be required to create an office or position of employment or to incur an expenditure of funds for purposes not specifically included in an approved budget.

The council shall vote on a roll call vote where a majority of all members is required, or upon request of any council member. The results of all votes shall be entered into the minutes of the meeting.

Charter:

Section 5-4. - Budget: Amendment—Adoption—Appropriations.

The council may insert, strike out, increase or decrease items in the budget, and may otherwise amend it; but the proposed expenditures shall never exceed the anticipated revenues therein. The council, by majority vote of all its members, not later than the third day before the beginning of the fiscal year, shall adopt the budget and make appropriations for such fiscal year. If the council fails to adopt the budget and make appropriations on or before that day, the budget, as submitted or as amended, as the case may be, shall go into effect and be deemed to have been fully adopted by the council, and the proposed expenditures therein shall become the appropriations for the next fiscal year. The appropriations, when made by the council by resolution or ordinance separate from the budget document, need not be in as great detail as the proposed expenditures in the budget; but appropriations shall never exceed the anticipated revenues in the budget.

Section 5-6. - Transfer of appropriation balances.

Except as the council by ordinance may provide otherwise, the city manager may transfer unencumbered appropriation balances or parts thereof from any item of appropriation within a department, office or agency to any other item of appropriation, including new items, within the same department, office or agency. **The council, by motion, resolution or ordinance passed by vote of a majority of all its members, may transfer unencumbered appropriation balances or parts thereof from any item of appropriation to any other item of appropriation, including new items, whether such other item is within the same department, office or agency.**

A memo from Susan Bourgeois, CMC, City Clerk

DATE: February 10, 2016
TO: Mayor & City Council, public
SUBJECT: Resolution 02-16-08

The attached resolution is brought before Council by Mayor Kacsh.

Recommended Motion: Move to approve Resolution 02-16-08.

Required Action: Majority roll call vote.

**CITY OF CORDOVA, ALASKA
RESOLUTION 02-16-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
DIRECTING STAFF TO DRAFT THE NECESSARY CHARTER CHANGES THAT
WOULD ALLOW CODE CHANGES TOWARD CREATION OF AN ELECTED
HEALTH SERVICES BOARD, AND FOR STAFF TO PRESENT THE CHARTER
CHANGES TIMELY ENOUGH FOR A BALLOT PROPOSITION AT THE MARCH
2017 GENERAL ELECTION**

WHEREAS, the City Council has served as the existing Health Services Board since 2013;
and

WHEREAS, the Cordova Community Medical Center is one of the most important entities
within the City of Cordova; and

WHEREAS, the Cordova Community Medical Center operation and staff are deserving
of a focused, dedicated, and well-trained Board consisting of members of the community of
Cordova; and

WHEREAS, a plan to systematically transition control from the City Council members to
elected Health Services Board members over a period of time to be determined by City Council
would be beneficial; and

WHEREAS, City Attorney's will be consulted to formulate this plan and timely offer the
required ordinances, resolutions, ballot language as needed to accomplish Council's goals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cordova,
Alaska that City Staff including City Attorneys will provide charter and code change that will
accomplish Council's goal toward attaining an elected Health Services Board that can better serve
the operation and staff at CCMC and thereby better serve the citizens of Cordova.

PASSED AND APPROVED THIS 17th DAY OF FEBRUARY, 2016.

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Memorandum

To: City Council
From: Planning Staff
Date: 2/10/16
Re: 2016 Land Disposal Maps

PART I – GENERAL INFORMATION

The Land Disposal Maps are required to be updated annually. The descriptions of the map designations and the update policy are on the cover page of the Land Disposal Maps document, attached following this memo. At this time, City Council needs to adopt the 2016 Land Disposal Maps.

2/9/16 – At the Planning Commission Regular Meeting, the commission passed Resolution 16-01 (Attached), recommending the City Council adopt the 2016 maps.

PART II – CHANGES TO THE 2016 LAND DISPOSAL MAPS

The 2015 Land Disposal Maps are available on the City's webpage (in menu on the right):
<http://www.cityofcordova.net/government/planning/lease-or-purchase-city-land>.

The changes and notes below are contained in the attached maps and have been reviewed by the Planning Commission.

General Changes:

- Some of the map's perspectives have been altered to show more/less area.
- Parcel layer has been updated with all new subdivisions.
- Parcel lines more accurate, fixed errors in parcel lines, etc.

Specific Updates by Map:

- North Fill Development Park
 - Coast Guard lease of a portion of Sorrel Road and a portion of the adjacent lot now shown.
 - Mobile Grid lot is now 'Leased' as a new Lease with Option to Purchase is in place.
- Ocean Dock Subdivision
 - Alpine Diesel lease area is shown.
 - The small parcel next to CEC's leased area adjacent to New England Cannery Row was formerly shown as 'Not Available.' It has been determined that this parcel is not owned by the city.
 - The two northernmost tideland lots across from Shelter Cove have been shown as 'Not Available' on previous Land Disposal Maps. Staff recommend designating these parcels as 'Tidelands' since they are tidelands and there are no deed restrictions in place.
- Odiak Park
 - The lot sold to the Hansons has been removed.

- The area purchased by the Winters is now properly depicted.
- Old Town Area
 - The lot on Third Street is now 'Leased' as a new Lease with Option to Purchase is in place.
- South Fill Development Park
 - AC lease area is depicted showing the area no leased on the north edge of the properties for harbor parking.
- Tidewater Development Park & Cordova Industrial Park
 - Ocean Beauty's tidelands purchase is shown.
 - The tidelands the city will soon be granted management authority over are now depicted on this map and on the South Fill Development and Whitshed Road maps. This is the large 50 acre parcel located outside the ATS 220 boundary. Staff recommend designating this parcel as 'Tidelands.'
- Power Creek Road
 - The small sliver of land across the road from the cemetery has not been depicted in the past. Staff recommend designating this parcel 'Not Available' with the rest of Nirvana Park.

PART III – STAFF RECOMMENDATION

Staff recommend that City Council adopt the 2016 Land Disposal Maps.

PART IV – SUGGESTED ACTION

"I move to adopt the 2016 Land Disposal Maps."

**CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 16-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,
ALASKA, RECOMMENDING THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
ADOPT THE 2016 LAND DISPOSAL MAPS**

WHEREAS, the City of Cordova's City Manager and City Planner are directed by Cordova Municipal Code Section 5.22.040(B) – The city manager shall refer a letter of interest from a qualified interested party 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 letter of interest for review by the planning commission; and City of Cordova's Planning Commission is directed by Cordova Municipal Code Section 5.22.040(C) – The planning commission shall review the letter of interest and recommend to the city council whether to offer the real property interest for disposal by one of the methods as described in Section 5.22.060(B); and

WHEREAS, the City of Cordova's Planning Commission has determined that updating the initial Land Disposal Maps from the 2006 Land Disposal Committee and annually reviewing and recommending the maps for City Councils approval will enable the City Manager and City Planner to efficiently determine if land is available for purchase, lease, or lease to purchase; and

WHEREAS, the City of Cordova's Planning Commission has identified these Land Disposal Maps as the most current and updated version to be used in the land disposal process; and

WHEREAS, having annually updated maps will benefit the citizens of Cordova by providing maps for public review.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend the City Council of the City of Cordova, Alaska adopt the 2016 Land Disposal Maps.

PASSED AND APPROVED THIS 9TH DAY OF FEBRUARY, 2016


Tom Bailer, Chair

ATTEST:


Samantha Greenwood, City Planner

2016 Land Disposal Maps

Adopted by City Council: XXXXX

Map Designations

Available – Available to purchase, lease, or lease with an option to purchase.

Not Available – The identified property is NOT available for sale. A response will be sent to the interested party stating that the parcel is not available for purchase. These parcels include protected watersheds, substandard lots, snow dumps, and other lots used by the city.

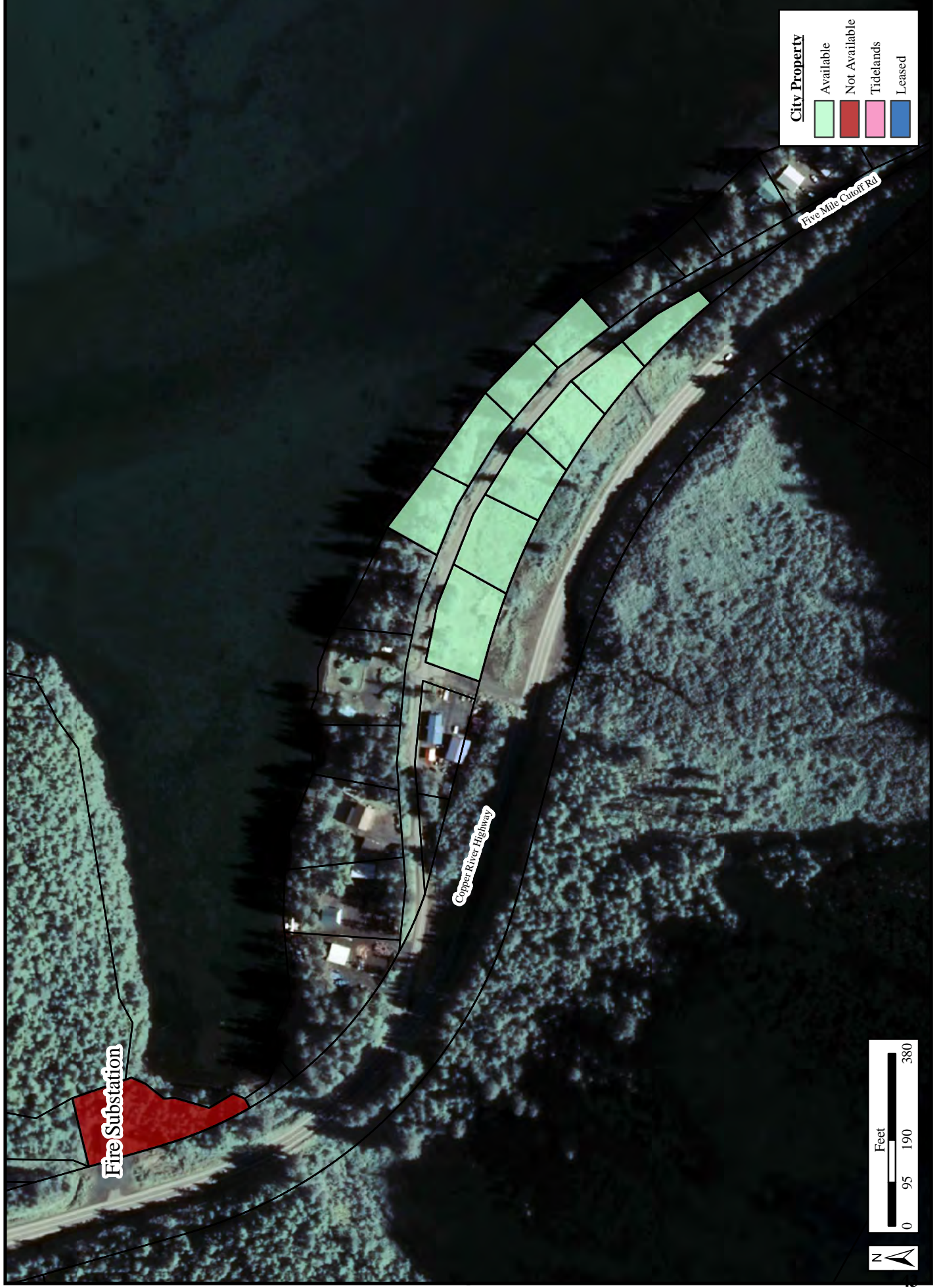
Tidelands – All requests to purchase tidelands will be reviewed by the Planning Commission as they are received. The Planning Commission will make a recommendation on disposing of the tidelands to City Council.

Leased – These are lots currently leased to a business or government entity by the City and are not available during the lease term. There are leases that are short term and renew every two years and others are long term leases with substantial improvements on the property. At the end of the lease term the property becomes available for disposal.

Final Update Policy

Maps will be updated on an annual basis by the Planning Department staff, reviewed by the Planning Commission, and adopted by City Council. This update process will begin after each new year with updated maps being presented to the Planning Commission in January.

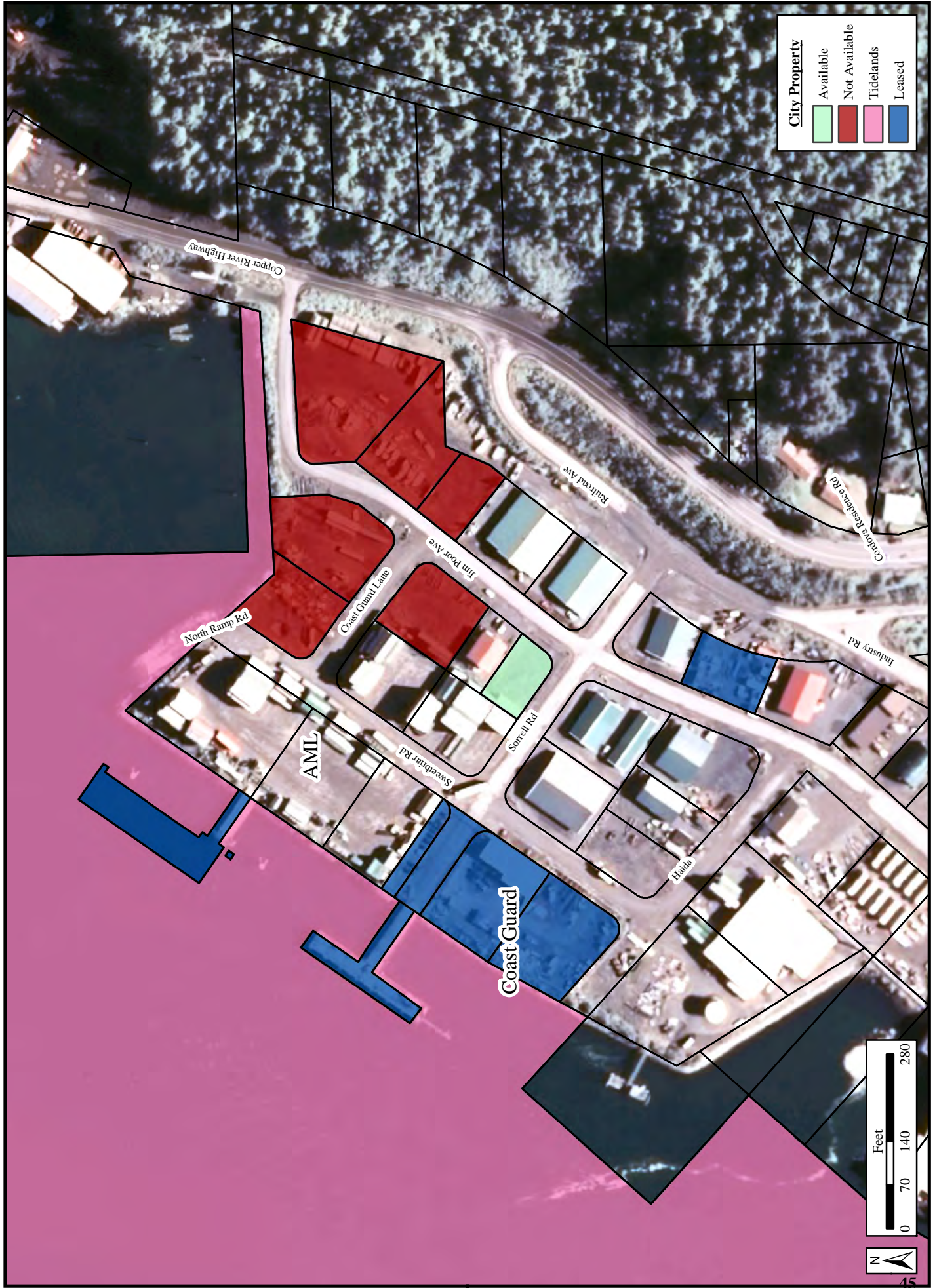
Five Mile Loop



New England Cannery Road



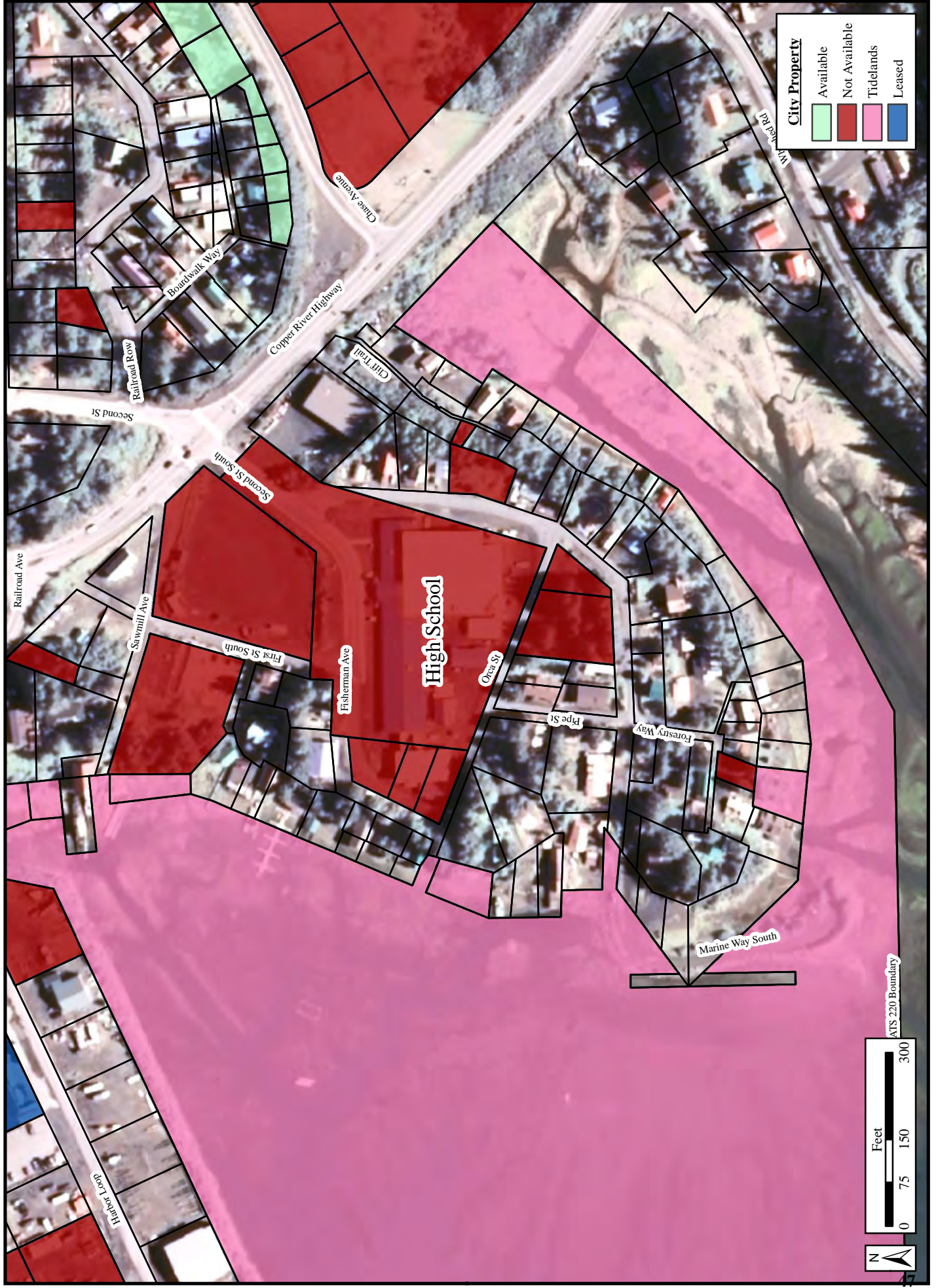
North Fill Development Park



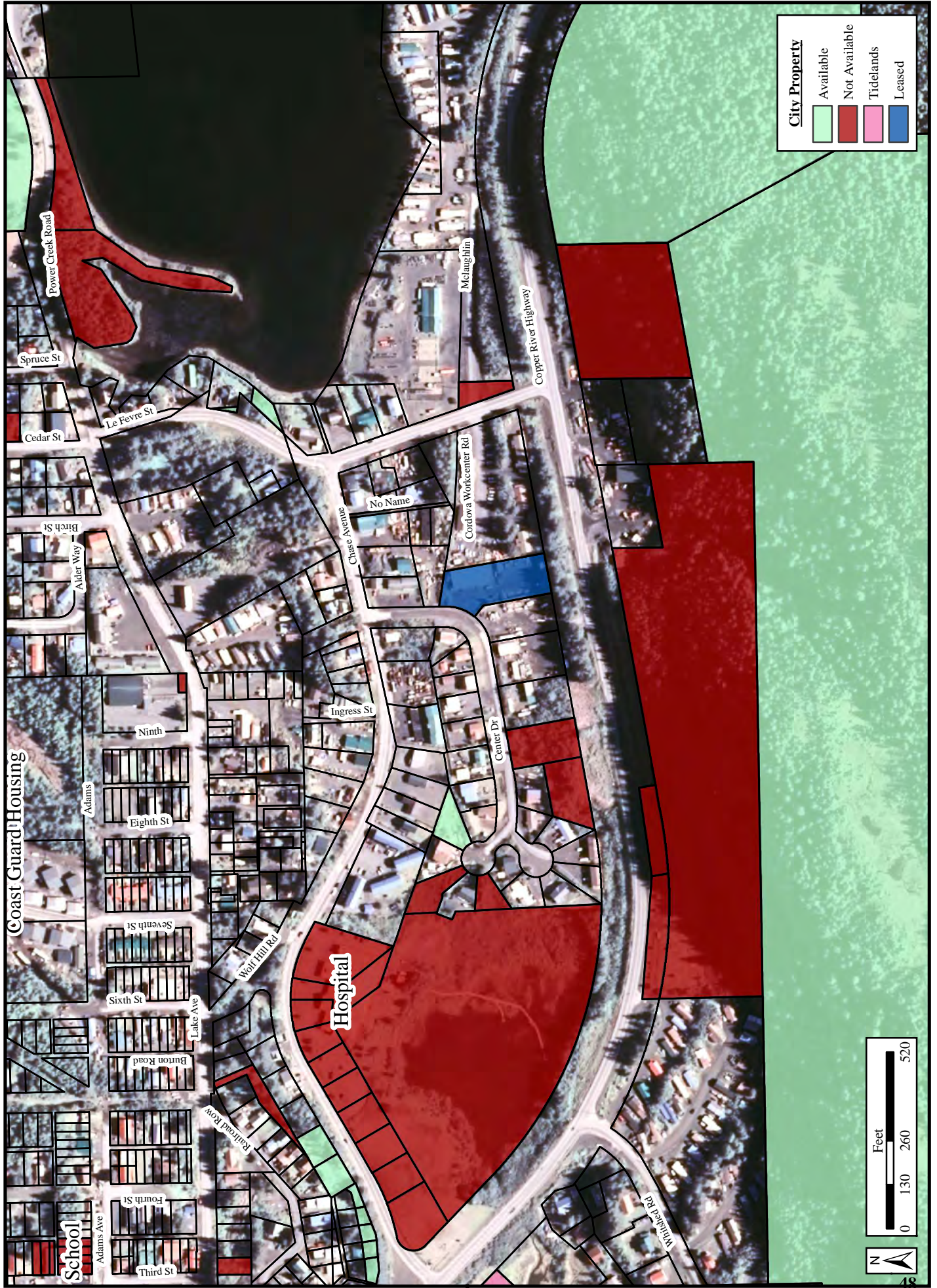
Ocean Dock Subdivision



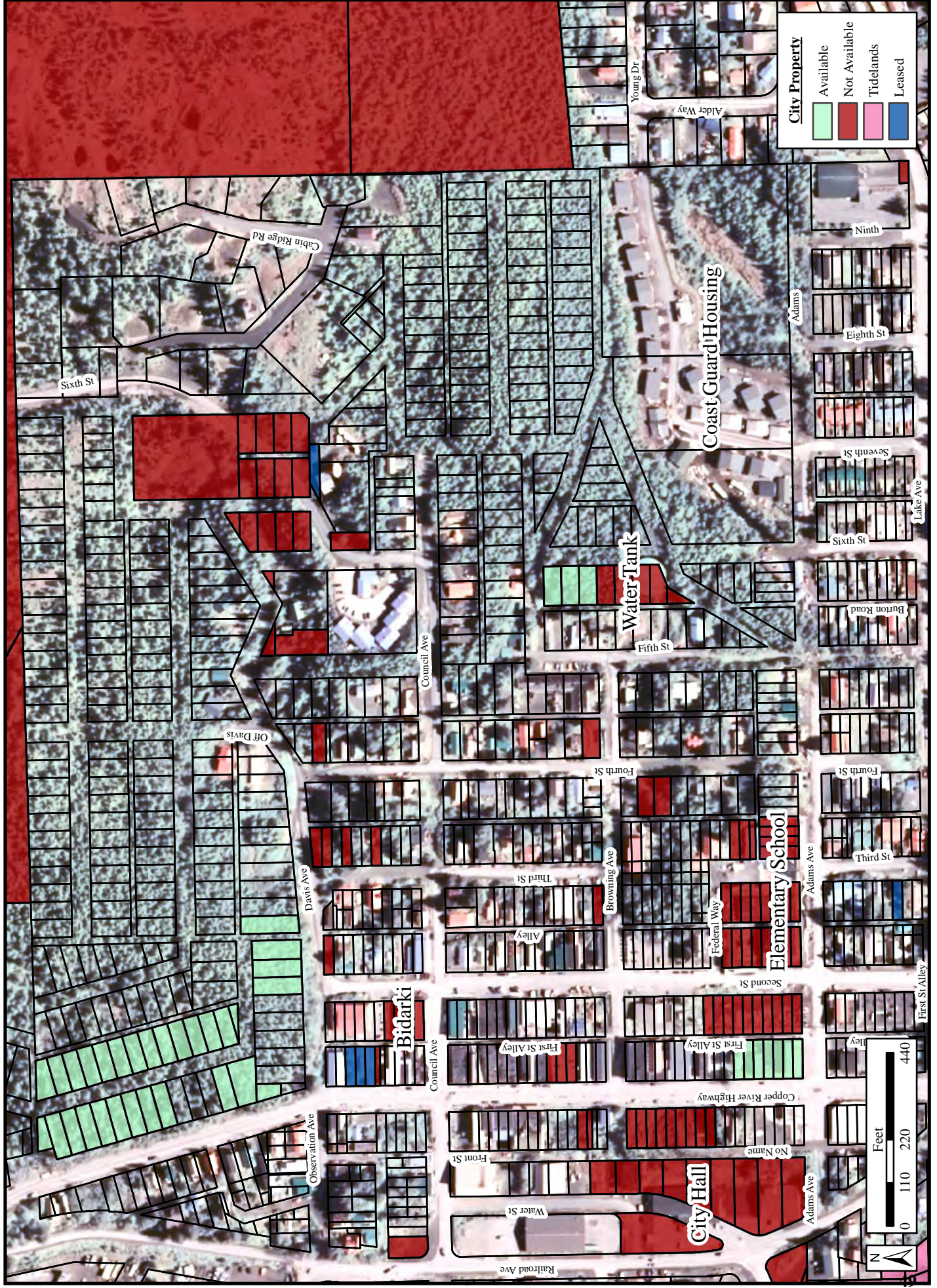
Odiak Slough



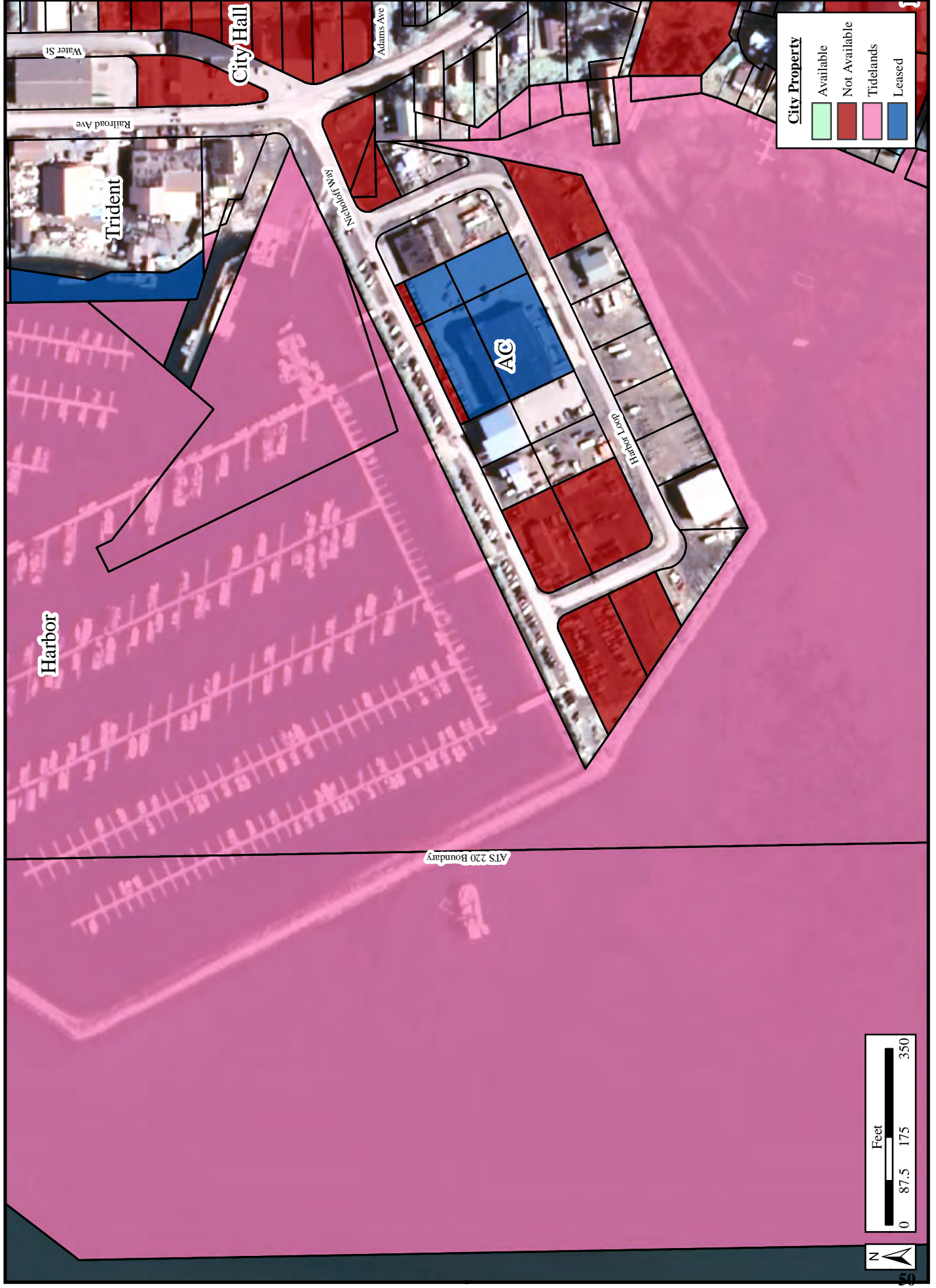
Odiak Park



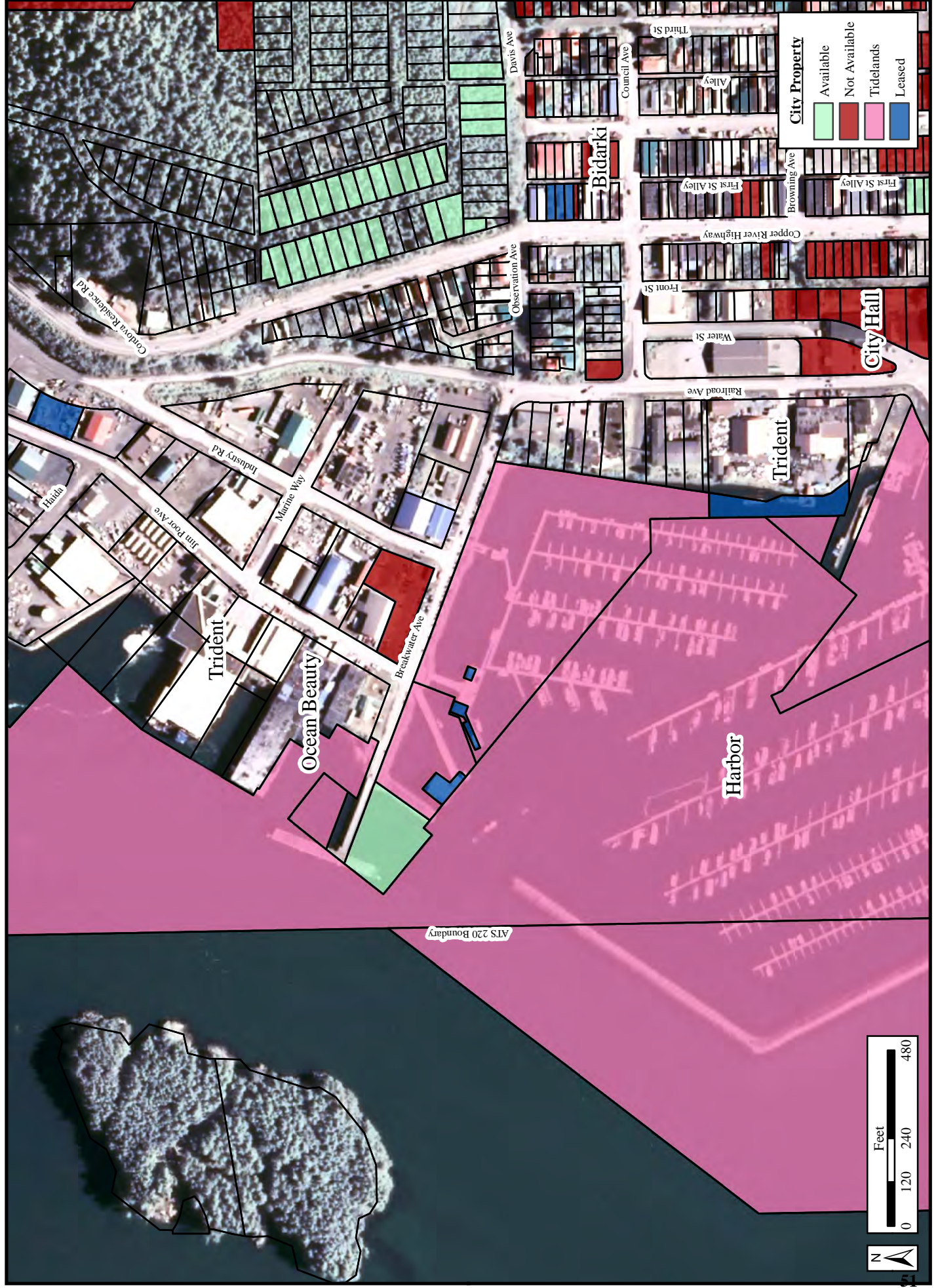
Old Town Area



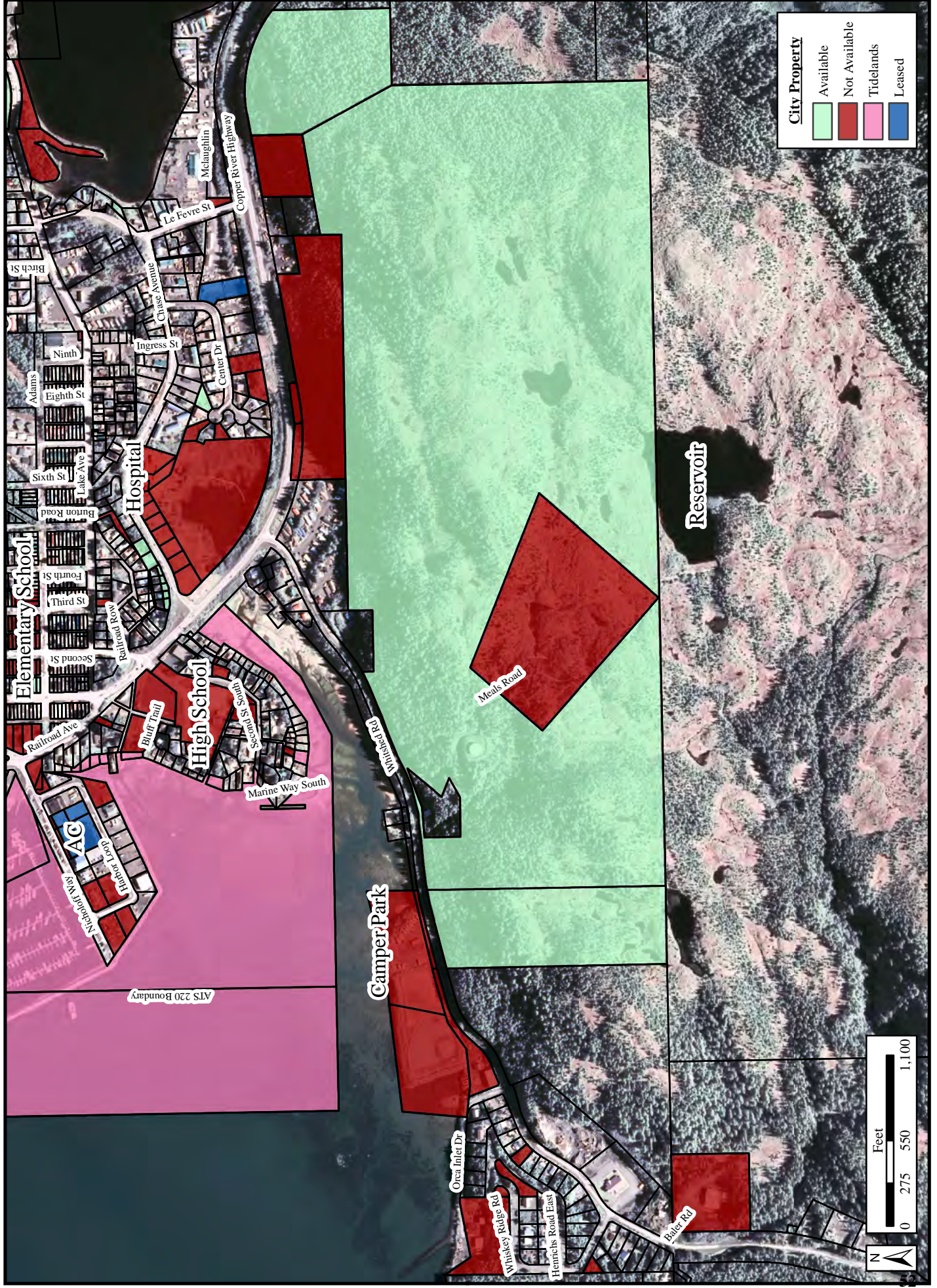
South Fill Development Park



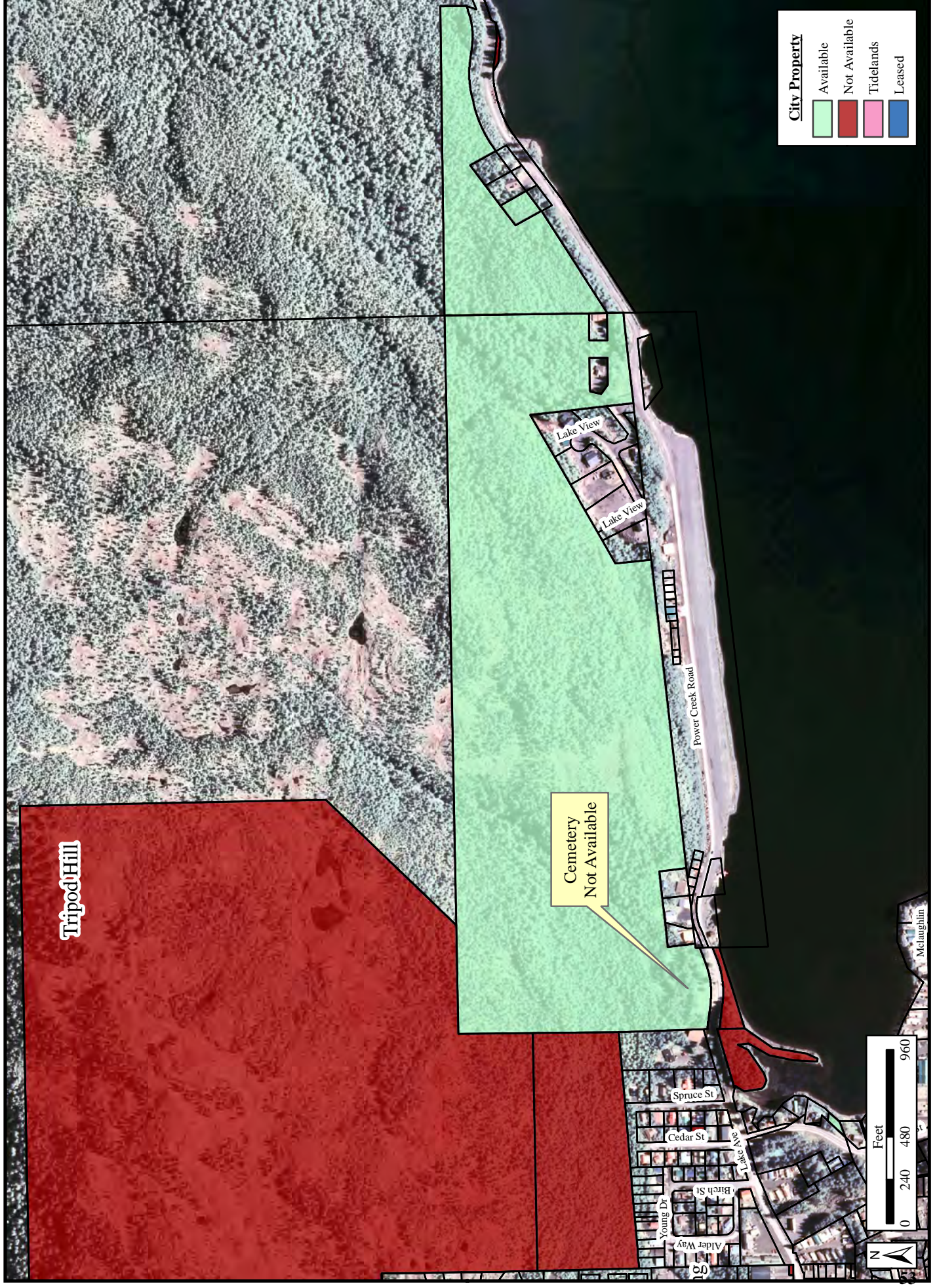
Tidewater Development Park & Cordova Industrial Park



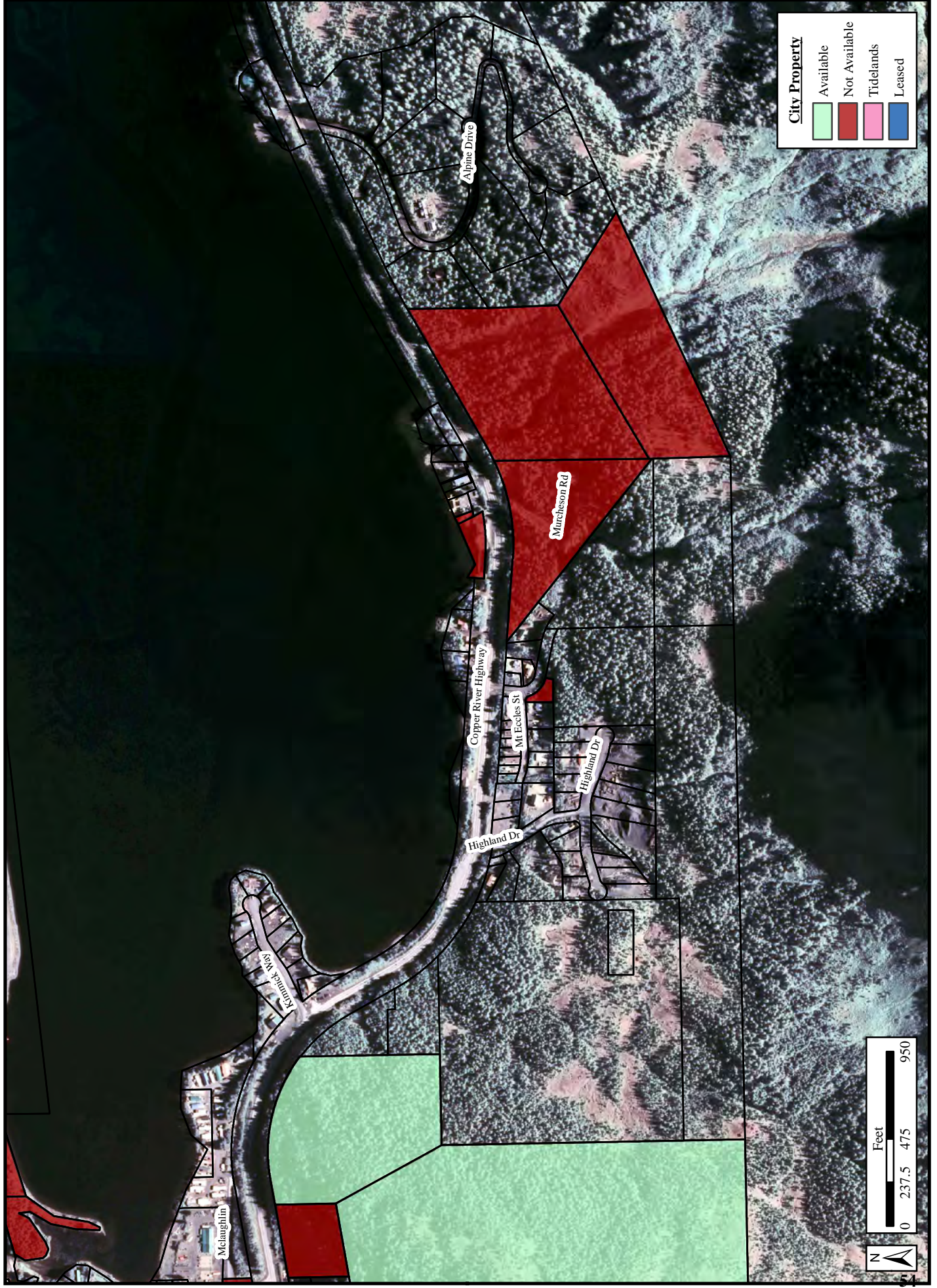
Whitshed Road



Power Creek Road



Eyak Lake



Memorandum

To: City Council
From: Planning Staff
Date: 2/10/16
Re: Review of Proposals for the Existing Library/Museum Land and/or Building

PART I – GENERAL INFORMATION

Requested Actions: Award Disposal to Proposer
Legal Description: Lots 12-18, Block 6, Original Townsite
Parcel Number: 02-173-512, 513, 514, 515, 516, 517, 518
Zoning: Central Business District
Lot Area: Each lot area = 2,500 SF; Total Area = 17,500 SF
Attachments: Criteria Results from Planning Commission
Proposal Packet (The packet distributed to potential proposers)
Proposals

The request for proposals for this property began October 24th, 2015 and ended January 5th, 2016 at 5 PM. The City received seven proposals for the property.

The proposed price from each proposal is as follows:

Facility Contractors.....	\$505,000.00
Seaman's Hardware	\$400,000.00
Moose Lodge	\$213,148.00
Cannery Row, Inc.	\$307,500.00
Cordova Drug	No price
Children's Pallas	\$215,000.00
Native Village of Eyak.....	\$30,000.00

Following this memo is the full proposal packet for the Library/Museum Land and/or Building and each proposal. Any duplicated and unaltered pages from the proposal packet contained in the proposals are omitted.

In accordance with the Cordova Municipal Code, the City Council will select the proposal to award the property to or reject the proposals.

PART II – BACKGROUND

4/14/15 – At the Planning Commission Regular Meeting, the commission passed Resolution 15-05, which recommended the City Council make Lots 12-18, Block 6, Original Townsite available on the Land Disposal Maps. The commission also recommended the City Council dispose of the building by requesting sealed proposals.

5/6/15 – At the City Council Regular Meeting, the council made the lots available and directed the City Manager to dispose of the Library/Museum buildings.

10/1/15 – The city received no proposals for the Library/Museum buildings.

10/7/15 – From the City Council Regular Meeting Minutes:

22. Council action regarding disposal of Library / Museum Building

M/Joyce S/Carpenter to direct the City Manager to put out an RFP for the sale of the lots with the building on it.

Bailer said he disagrees. He doesn't know why an amount was put on the RFP. He would prefer it go back to Planning and Zoning. **Beedle** said his biggest concern is the added cost to the people of Cordova, he wants it out of the City's hands, as was promised. **Reggiani** reiterated the motion – RFP for land and building – he said he supports that. **Burton** asked if we can put out an RFP with an either/or option **Mayor Kacsh** said he was going to suggest that as well – an RFP with all proposals accepted. **Joyce** agrees and thinks the City Manager can work that into the RFP – as he is listening to us right now. **Reggiani** agreed – any and all proposals will be accepted. **Robertson** said he understood – any and all proposals accepted.

Vote on motion: 6 yea, 0 nay, 1 absent (Hallquist). Motion was approved.

1/12/16 – At the Planning Commission Regular Meeting, the commission discussed the proposals and referred the item back to staff. For more information refer to the approved minutes for the meeting.

2/3/16 – At the City Council Regular Meeting, council had a discussion about the roles and responsibilities of the Planning Commission as it relates to land disposal and the disposal criteria. The council agreed to have a Joint Work Session with the commission to discuss this issue for future land disposals. There are no changes with the current Library/Museum disposal.

2/9/16 – At the Planning Commission Regular Meeting, the commission made the following motions:

M/Baenen S/McGann to recommend to City Council to consider all seven proposals for Lots 12-18, Block 6, Original Townsite and the improvements thereon.

M/Kocan S/McGann to amend the main motion by striking “all seven proposals” and inserting “the proposals from Facility Contractors, Seaman's Hardware, and Cannery Row.”

Upon voice vote, motion to amend passed 4-0.

Yea: **Bailer, McGann, Baenen, Kocan**

COI: **Roemhildt**

Upon voice vote, main motion passed 4-0.

Yea: **Bailer, McGann, Baenen, Kocan**

COI: **Roemhildt**

The commissioners provided their criteria scores and came up with an average score for each proposal. Those scores are attached.

PART III – APPLICABLE CRITERIA

Chapter 5.22.060 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.

D. A request for proposals to lease or purchase city real property shall specify the criteria upon which proposals will be evaluated and the minimum rent or purchase price. All proposals submitted in response to a request for proposals shall be reviewed by the planning commission, which shall make a recommendation to the city council to accept or decline any or all of the proposals. The city council shall

review the proposals and the planning commission's recommendation and accept or decline any of the proposals.

PART IV – SUGGESTED MOTION

“I move to award the disposal to *[insert proposer]* for Lots 12-18, Block 6, Original Townsite and the improvements thereon.”

Criteria Results from the Planning Commission

	Tom Bailer	Tom McGann	John Baenen	Heath Kocan	Average Score
Facility Contractors	90.5	89	60	75.75	78.81
Seaman's Hardware	66	74.6	48.25	61.75	62.65
Cannery Row	69.5	89	58	69.25	71.44

CITY OF CORDOVA



Request for Proposals for the Existing Library/Museum Land and/or Building

***“Opportunity knocks only once. You never know if you’ll get another opportunity.”
(Leon Spinks, American Heavyweight Boxer)***

The City of Cordova has a once-in-a-lifetime opportunity. We are looking for the right person, business, or organization with the vision and abilities to acquire and develop a prime piece of commercial property on Cordova’s Main Street, directly across from the new Cordova Center. City Council has asked staff to take virtually all offers for the site, the former home of the City’s Museum, Library, and community meeting room. The configuration could be all or any combinations of lots, with or without the buildings. Think creatively and act boldly for this unique chance.

SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Tuesday, January 5th, 2016 at 5 PM.

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

Name of Proposer: _____

Name of Organization: _____

Address: _____ Phone #: _____

_____ Email: _____

Proposed Price: \$ _____

The City will consider any and all proposals for the property subject to any applicable laws and regulations, including Chapter 5.22 of the Cordova Municipal Code (CMC).

All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposal deemed most advantageous to the City of Cordova.

In accordance with the City Code, we must announce that the fair market value for the Library/Museum building is **\$45,000.00** and the fair market value for each of the seven 2,500 sq. ft. lots is **\$24,021.00**. The fair market value will be the **minimum** price that will be accepted unless the applicant meets the requirements of CMC Section 5.22.070. If the successful proposal amount is greater than the minimum price, the proposal amount shall be the amount paid for the building.

A purchase agreement for **the building** will be negotiated with the winning proposer if the building is to be relocated. The winning proposer will be required to obtain a performance bond in the amount of the proposed price. Applicants are encouraged to contact Weston Bennett, Facilities Superintendent, to review the building plans, arrange a site visit, and request more information on what is to be included with the purchase.

The attached Lease with Option to Purchase is a template for the agreement that will be negotiated with the proposal that is awarded **the land** with or without the existing building. The annual lease rate will be 10% of the proposed price.

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposal is not awarded the property, the City will reimburse the deposit to the proposer. The deposit will be credited to costs associated with the contract preparation.

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

The estimated vacancy date of the property is 1/1/16, however this date is subject to change.

Please review the attached section of Code for the permitted uses within the Central Business District.

The City may issue addenda to this RFP. Addenda will be posted on the City Webpage with this RFP. **It is the responsibility of the proposer to ensure receipt of all addenda.**

For questions or more information about the land disposal process, contact the City Planning Department at 424-6220, planning2@cityofcordova.net, or stop by in person.

Additional Information Required (please attach separately with this proposal form):

1. Describe the development you're proposing.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. What is the benefit of the proposed development to the community?
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?

Included for your convenience:

Attachment A: Criteria used when evaluating each submitted proposal.

Attachment B: A location map showing the subject property with a scale.

Attachment C: The property parcels without aerial image.

Attachment D: Cordova Municipal Code – Central Business District

Attachment E: Sample Lease with Option to Purchase Agreement

Please mail proposals to: City of Cordova
Attn: City Manager
C/O Proposals
P.O. Box 1210
Cordova, Alaska 99574

Or email proposals to citymanager@cityofcordova.net and planning2@cityofcordova.net. The email subject line shall be “Proposal for Library/Museum Property,” and the proposal shall be attached to the email as a PDF file.

Or deliver your proposal to the front desk at City Hall.

Proposals received after Tuesday, January 5th, 2016 at 5 PM will not be considered.

Think of the opportunities . . . prime property along Cordova’s historic and expanding Main Street! Submit your proposal by January 5, 2016.

ATTACHMENT A

Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

Final Land Disposal Evaluation Criteria

Criteria	Multiplier	Proposal Rank 1-10	Subtotal for Proposal
Value of improvements	1.75		
Number of Employees	1		
Sales Tax Revenue	1		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1.25		
Proposal Price	1		
Consistency with Comprehensive Plan	1.5		
Total	10		

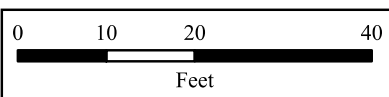
ATTACHMENT B



ATTACHMENT B



ATTACHMENT C



ATTACHMENT D

Chapter 18.29 - CENTRAL BUSINESS DISTRICT

Sections:

18.29.010 - Purpose.

The purpose of this district is to permit a variety of commercial, administrative, financial, civic, culture, residential, entertainment, and recreational uses in an effort to provide the harmonious mix of activities necessary to further enhance the central business district as a commercial and service center.

(Ord. 586 (part), 1984).

18.29.020 - Principal permitted uses.

The following uses are permitted in the CBD zone: All limited uses in the B district, except that off-street parking shall not be required as specified in Chapter 18.48.

(Ord. 586 (part), 1984).

18.29.030 - Building height limit.

The maximum building height in the B district shall be three stories or fifty feet; however, a building or structure thereafter erected, added to or otherwise constructed may be increased in height, provided the gross cubical content of such building or structure does not exceed the sum total of the area of the lot upon which it is to be erected multiplied by fifty.

(Ord. 586 (part), 1984).

18.29.040 - Yards.

- A. Every building or portion thereof in the B district which is designed, intended or used for any purpose permitted in an R district for any other residential or dwelling purpose shall provide yards as required in the R district; provided, that when the ground floor of any such building is used for any commercial purpose, no side yard shall be required except that there shall be a side yard along the side of every lot which is not bounded by an alley and which is bordering on property in an R district.
- B. Yards shall not be required otherwise, except that no building shall be erected nor shall any use of land be conducted so that the same will be closer than thirty feet to the center line of any street adjoining the lot.

(Ord. 586 (part), 1984).

18.29.050 - General conditions.

- A. All selling, dealing in or displaying of goods or merchandise by shops, stores or business shall be entirely conducted and located within a permanent building unless otherwise specifically excepted.
- B. No stores or businesses shall involve any kind of manufacturing, compounding, processing or treatment of products except that which is clearly incidental and essential to the authorized use and provided that:

ATTACHMENT D

1. No more than ten persons are engaged in the manufacturing, compounding, processing or treatment of products or servicing and repairing of appliances, equipment, etc.;
 2. Not more than twenty percent of the ground floor area of any building shall be used for such purposes;
 3. Such operations or products are not objection— able due to odor, dust, smoke, noise, vibrations or other similar nuisances.
- C. All exterior walls of buildings hereafter erected, extended or structurally altered which face a street or property in an R district shall be designed, treated and finished in a uniform and satisfactory manner approved by the planning commission.

(Ord. 586 (part), 1984).

ATTACHMENT E

Terms Highlighted in Yellow will be negotiated after award and other sections may be considered in the negotiation process.

CITY OF CORDOVA Cordova, Alaska

LEASE WITH OPTION TO PURCHASE

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

RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska generally described as XXXXXX, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises");

WHEREAS, Lessee desires to lease the Property from the City (the "Premises") from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth herein;

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

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City leases to Lessee, and Lessee leases from the City, the Premises, as described above and illustrated in Exhibit A, attached and incorporated into this Lease.

2. LEASE TERM

The Lease Term will be (XX) years, commencing on _____, 20XX, (the "Commencement Date") and terminating at 11:59 p.m. on _____, 20XX, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

3. RENT

A. Base Rent. The annual rent for the first ten years of the Lease Term will be XXXX Hundred Dollars and nine cents (\$XXXX) or XXX Dollars (\$XXX) in twelve monthly installments ("Base Rent"). Base Rent is due on the first day of each calendar month during the Lease Term. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 22.E of this Lease, or at any other place the City directs in

ATTACHMENT E

writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

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

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

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

D. **Adjustment of Base Rent.** Beginning on the tenth anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year, except the first Base Rent adjustment, which will occur on the tenth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from 2015 to the then-current year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.

4. USES AND CONDITION OF PREMISES

A. **Authorized Uses.** Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining the project detailed in the site development plan, and using the constructed buildings and structures as well as the undeveloped land XXXXXXXXXXXX. The Lessee shall give prior written notice to the City of any proposed changes to the site plan that are in furtherance of its authorized uses, and such changes are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent. Inspections. The City and its authorized

ATTACHMENT E

representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents

B. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 10.B of this Lease) to be brought upon, kept, or used in, on, or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on, or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

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

5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

A. Development Plan. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached site development plan by Lessee will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. The Lease does not confer any approval from the Cordova Planning Commission regarding the site development plan or substitute for any approval process

ATTACHMENT E

required in Cordova Municipal Code. Rather it is Lessee's responsibility to ensure the site development plan complies with all city code requirements and procedures.

B. **Substantial Completion.** Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by _____, 20XX, which is ten (10) years after the Lease's Commencement Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), whose footprint is outlined in the site development plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Lessee has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Lessee fails to substantially complete the construction of the project set forth in the site development plan by _____, 20XX, Lessee will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 13.

6. REPRESENTATIONS AND WARRANTIES

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

7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

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

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

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

9. LIENS

Lessee will suffer no lien or other encumbrance to attach to the Premises, including, without limitation, mechanic's or materialman's liens, sales tax liens under

ATTACHMENT E

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

10. INDEMNIFICATION

A. General Indemnification. Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Lessee's occupation or use of the Premises or the occupation or use of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, or invitees, including, but not limited, to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorneys' fees. In the event that 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. The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Premises by Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to: (i) the

ATTACHMENT E

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

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

11. INSURANCE

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

A. Commercial General Liability. 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) per occurrence and Two Million Dollars (\$2,000,000) aggregate;

B. Property Insurance. 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 commercially reasonable terms and consistent with the customary commercial coverages in the city of Cordova;

C. Personal Property Insurance. Personal property insurance covering Lessee's trade fixtures, furnishings, equipment, and other items of personal property, as soon as such items are located on the Premises; and

D. Workers' Compensation Insurance. Workers' compensation insurance and other insurance as 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. Before commencement of the Lease Term,

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Lessee shall provide the City with proof of the insurance required by this Section 11, except where noted above.

12. OWNERSHIP AND REMOVAL OF THE FACILITIES

Unless Lessee exercises its Option (defined in Section 21) (in which case all improvements made by Lessee shall continue to be owned by Lessee), the facilities on the Premises are and shall remain the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the option of the City, title to and ownership of the facilities shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its option, and without cost or charge to the City. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

But upon expiration or earlier termination of this Lease, Lessee shall remove from the Premises, at Lessee's sole expense, all of the facilities or the portion thereof that the City designates must be removed. In such event, Lessee shall repair any damage to the Premises caused by the removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All facilities which are not promptly removed by Lessee pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses.

Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the Lease Term will remain Lessee's property and upon expiration or earlier termination of this Lease, Lessee must remove these items and all contaminated soil and other material from the Premises, at Lessee's sole expense.

13. DEFAULT AND REMEDIES

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

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

ii. The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including, but not limited to, any real property, personal property, or sales tax if such failure is not cured within thirty (30) days after written notice has been given to Lessee;

ATTACHMENT E

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

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

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

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

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

viii. The breach or violation of any statutes, laws, regulations, rules, or ordinances of any kind applicable to Lessee's use or occupancy of the Premises if such breach or violation continues for a period of thirty (30) days or longer; or

ix. The failure to observe or perform any covenant, promise, agreement, obligation, or condition set forth in this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice has been given to Lessee, or if the default is of a nature that it cannot be cured within thirty (30) days, then a cure is commenced within thirty (30) days and diligently prosecuted until completion, weather and *force majeure* permitting. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly elects so in the notice.

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

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

ATTACHMENT E

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

iii. Declare this Lease terminated;

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

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

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

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

14. SUBSIDENCE

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

15. VACATION BY LESSEE

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

ATTACHMENT E

appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for these expenses.

16. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensating Lessee or any other party, including the right of ingress and egress to and from the Premises for the construction, operation, and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises, and provided further that the City's designation will not unreasonably interfere with Lessee's improvements or use of the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

17. SIGNS

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without approval of the City Manager first being obtained; provided, however, that this prohibition shall not apply to standard, directional, informational and identification signs of two square feet or less in size. At the termination of this Lease, or sooner, all such signs, advertising matter, symbols, canopies, or awnings, attached or painted by 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.

18. HOLDING OVER

If Lessee, with the City's written consent, remains in possession of the Premises after the expiration or termination of the Lease for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same Base Rent applicable immediately prior to such expiration or termination, subject to adjustment in accordance with Cordova Municipal Code 5.22.090.C, or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease, except those pertaining to term, rent, and purchase option, shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

19. 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:

ATTACHMENT E

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

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

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

20. COSTS

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

21. BUYER'S OPTION TO PURCHASE

A. Option. The City hereby grants to Lessee an option (the "Option") to purchase the Premises upon the terms and conditions stated in this Lease.

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

C. Exercise of Option. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 22.E, at least sixty (60) days prior to the date Lessee intends to exercise the Option.

D. Conditions to Exercise Option. Lessee can only exercise the Option if all of the following conditions are satisfied: (i) no default exists or is continuing under this Lease and (ii) a the building as described in the site development plan attached as Exhibit B.is substantially completed as defined in section 5 B

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$XXXXX ("Purchase Price") until the tenth anniversary of the Commencement Date. If Lessee exercises its Option to purchase the Premises after the tenth anniversary of the Commencement Date, the Purchase Price will be adjusted to the current fair market value, as reasonably determined by the City, excluding all improvements completed by Lessee under this Lease. In the event that Lessee exercises the Option on or before _____, 7 years 20XX, payment due at Closing to the City ("Closing Payment") will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the

ATTACHMENT E

City under this Lease. In the event that Lessee exercises the Option after _____, 7 years 20XX, the Closing Payment will equal the Purchase Price, and the Closing Payment will not be reduced by any Base Rent payments paid by Lessee to the City under this Lease.

F. Closing Date. The Closing must occur on a date (the "Closing Date") mutually agreed upon by the parties, but must be within sixty (60) days after the exercise of the Option.

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

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

I. City's Right of First Refusal. In the event Lessee exercises its Option and subsequently determines to sell or otherwise dispose of the Premises, the City shall have a continuous and exclusive right of first refusal to purchase the Premises. The parties must either include notice of the City's right of first refusal in the deed transferring the Premises to the Lessee, or execute a separate document acceptable to the City and in a recordable form ensuring the City's right of first refusal hereunder. The document must be recorded contemporaneously with the recording of the deed. The City's right of first refusal to purchase the Premises contains the following terms and conditions:

i. Lessee may accept an offer for the sale or other disposition of the Premises only if it is made subject to the City's right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the "Purchase Offer"), Lessee will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section 22.E. The City will then have sixty (60) days to either agree to purchase the Premises on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal. The City shall give written notice of its decision to exercise or decline to exercise its right

ATTACHMENT E

of first refusal to Lessee at the address set forth in Section 22.E no later than sixty (60) days after being presented with a copy of the Purchase Offer.

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

22. MISCELLANEOUS

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

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

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

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

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

ATTACHMENT E

TO LESSEE:

XXXXX
P.O. Box XXXX
Cordova, Alaska 99574

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

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

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

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

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

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

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

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

ATTACHMENT E

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

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

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

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

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

R. Attorneys' Fees. In the event that any suit or action is brought to enforce this Lease or any term or provision hereof, the parties agree that the prevailing party shall recover all attorneys' fees, costs, and expenses incurred in connection with such suit or action to the maximum extent allowed by law.

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

CITY: **CITY OF CORDOVA**

By: _____

Its: _____

LESSEE: **XXXX**

By: _____

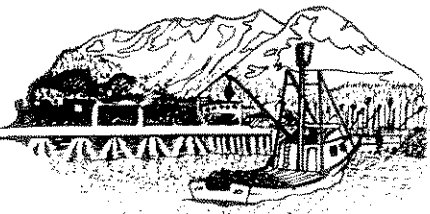
Its: _____

ATTACHMENT E

Exhibit A
Legal Description

Exhibit B
Development Plan

CITY OF CORDOVA



Request for Proposals for the Existing Library/Museum Land and/or Building

*"Opportunity knocks only once. You never know if you'll get another opportunity."
(Leon Spinks, American Heavyweight Boxer)*

The City of Cordova has a once-in-a-lifetime opportunity. We are looking for the right person, business, or organization with the vision and abilities to acquire and develop a prime piece of commercial property on Cordova's Main Street, directly across from the new Cordova Center. City Council has asked staff to take virtually all offers for the site, the former home of the City's Museum, Library, and community meeting room. The configuration could be all or any combinations of lots, with or without the buildings. Think creatively and act boldly for this unique chance.

SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Tuesday, January 5th, 2016 at 5 PM.

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

Name of Proposer: Facility Contractors LLC

Name of Organization: _____

Address: PO Box 2034
Cordova AK
99574

Phone #: 424-7765
Email: david@facilitycontractors.com
boots@facilitycontractors.com

Proposed Price: \$ 505,000.00 We offer Lot 3 Block 2 South Fill Development Park as an option for partial payment of the purchase price.
The City will consider any and all proposals for the property subject to any applicable laws and regulations, including Chapter 5.22 of the Cordova Municipal Code (CMC).

All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposal deemed most advantageous to the City of Cordova.

In accordance with the City Code, we must announce that the fair market value for the Library/Museum building is \$45,000.00 and the fair market value for each of the seven 2,500 sq. ft. lots is \$24,021.00. The fair market value will be the **minimum** price that will be accepted unless the applicant meets the requirements of CMC Section 5.22.070. If the successful proposal amount is greater than the minimum price, the proposal amount shall be the amount paid for the building.

A purchase agreement for **the building** will be negotiated with the winning proposer if the building is to be relocated. The winning proposer will be required to obtain a performance bond in the amount of the proposed price. Applicants are encouraged to contact Weston Bennett, Facilities Superintendent, to review the building plans, arrange a site visit, and request more information on what is to be included with the purchase.

The attached Lease with Option to Purchase is a template for the agreement that will be negotiated with the proposal that is awarded **the land** with or without the existing building. The annual lease rate will be 10% of the proposed price.

All proposals shall include a deposit of \$1,000.00. In the event that a proposal is not awarded the property, the City will reimburse the deposit to the proposer. The deposit will be credited to costs associated with the contract preparation.

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

The estimated vacancy date of the property is 1/1/16, however this date is subject to change.

Please review the attached section of Code for the permitted uses within the Central Business District.

The City may issue addenda to this RFP. Addenda will be posted on the City Webpage with this RFP. **It is the responsibility of the proposer to ensure receipt of all addenda.**

For questions or more information about the land disposal process, contact the City Planning Department at 424-6220, planning2@cityofcordova.net, or stop by in person.

Additional Information Required (please attach separately with this proposal form):

- ✓1. Describe the development you're proposing.
- ✓2. What is the proposed square footage of the development?
- ✓3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
- ✓4. What is the benefit of the proposed development to the community?
- ✓5. What is the value of the proposed improvements (in dollars)?
- ✓6. What is your proposed timeline for development?

Included for your convenience:

Attachment A: Criteria used when evaluating each submitted proposal.

Attachment B: A location map showing the subject property with a scale.

Attachment C: The property parcels without aerial image.

Attachment D: Cordova Municipal Code – Central Business District

Attachment E: Sample Lease with Option to Purchase Agreement

Please mail proposals to: City of Cordova
Attn: City Manager
C/O Proposals
P.O. Box 1210
Cordova, Alaska 99574

Or email proposals to citymanager@cityofcordova.net and planning2@cityofcordova.net. The email subject line shall be "Proposal for Library/Museum Property," and the proposal shall be attached to the email as a PDF file.

Or deliver your proposal to the front desk at City Hall.

Proposals received after Tuesday, January 5th, 2016 at 5 PM will not be considered.

Think of the opportunities . . . prime property along Cordova's historic and expanding Main Street! Submit your proposal by January 5, 2016.

Facility Contractors LLC

PO Box 2034

Cordova, AK 99574

(907) 424-7765

(907) 424-7768 fax



January 5, 2016

PROPOSAL FOR LIBRARY / MUSEUM PROPERTY

Additional Required Information.

1. We respectfully propose the creation of Pioneer Square on lots 12-18, Original Townsite. We will develop a retail/office/hospitality complex utilizing the existing Library and Museum structures.

The proposed development will entail 1: the complete demolition of the flat-roofed structure between the two buildings, 2: the complete interior and exterior renovation of the existing Library and Museum buildings, 3: the lengthening of the Museum building approximately 20 feet creating a 'square' of the structures on the property, and 4: the creation of a courtyard between the structures and covered walkways along the perimeter.

The Library building will contain up to 8 storefronts, with half facing Adams Street and half the interior courtyard. These units can be divided or combined to meet the needs of larger or smaller businesses or organizations.

The Museum building will contain a large reception hall, a certified kitchen for food preparation, and up to 4 small storefronts facing the courtyard. The courtyard at the interior of the square will meet the need for outdoor space (both covered and open air) for social gatherings.

2. The total interior square footage of the development will be 5500 square feet, with an additional 2500 square feet of covered walkway around the square and through the courtyard. The courtyard in the center of the square will contain approximately 2000 square feet of usable open air space which will allow outdoor functions. In total, nearly all of the 10,000 square feet contained within the limits of the covered perimeter of the square will be utilized for commercial and hospitality space.

The square will include up to 20 off-street parking stalls. The entirety of lot 18 will remain parking as will the rear portions of lots 12, 13, 14 and 15.

3. Attached is an elevation sketch of the proposed Pioneer Square and a plan view drawing showing the layout of the development.

4. The creation of Pioneer Square on lots 12-18 will be a benefit to 1: existing small businesses, 2: potential business start-ups, 3: businesses requiring the use of a certified kitchen for food preparation, 4: entities requiring office space, 5: the public through increased offerings of products, services and competition, and 6: the City treasury through new sales tax and property tax revenues.

The creation of Pioneer Square will also benefit the City of Cordova by supporting the goal of diversification and growth that led to the creation of the Cordova Center. Pioneer Square will be a direct support to the functions of the Cordova Center through the availability of local products and services to visitors, and additional hospitality space and an alternate venue.

5. The total dollar investment in the creation of Pioneer Square will be approximately \$1.1 million.
6. We propose to begin development of Pioneer Square in 2016, and complete the development in phases over the next 3 years.



Facility Contractors LLC
PO Box 2034
Cordova, Alaska 99574
907-424-7765

STATEMENT OF QUALIFICATIONS

Facility Contractors LLC is a general contractor specializing in commercial, institutional, and retail construction. We provide a large range of services from new construction, design-build projects, complete remodels, and energy efficiency upgrades to both public and private clients. Some of our defining characteristics include logistical problem solving, expertise in specialized equipment, and turn-key solutions. Based out of Cordova and founded in 2007, Facility has employed dozens of Cordovans throughout the years. In 2015 Facility employed over 25 Cordovans with full-time and part-time work.

EXPERTISE

Facility Contractors LLC has experience in all standard building types and materials. We have a proven record of designing and constructing facilities requiring operational simplicity as well as energy efficiency. We collaborate with a team of Alaska-registered design professionals to take a client's requirements from the drawing board to fully-developed construction documents, ready for construction, submission to building authorities, or to lending institutions.

Facility Contractors LLC is experienced in procuring and installing equipment and fixturing typical in functioning commercial buildings. This includes deli and food prep equipment, office fixturing, courtroom and prison specialty fixtures, refrigeration merchandisers and systems, material handling equipment, pump-and-haul water and sewer systems, retail shelving and décor, security systems, data and communications systems.

Facility Contractors LLC has a track record of meeting construction deadlines, occupancy dates and budgetary constraints. Our job is not complete until we turn over the keys of a fully functioning facility, and the doors are opened to the public.

RECENT PROJECTS 2010 – 2015 (\$1,000,000 and larger)

Napaskiak Inc., Napaskiak - new construction of 7000 s.f. general store and tribal offices.
Alaska Commercial Company, Bethel – complete 50,000 s.f. interior and exterior remodel.
Alaska Commercial Company, Bethel – new construction of 4200 s.f. warehouse.
Alaska Commercial Company, Dillingham - complete 13,000 s.f. interior and exterior remodel.
Alaska Court System, Emmonak – new construction of 4000 s.f. courthouse.
Alaska Commercial Company, Emmonak – new construction of 12,000 s.f. general store.
Plumblin Supply LLC, Cordova – new construction of 6,000 s.f. hardware store.
Alaska Commercial Company, Kotlik – new construction of 7000 s.f. grocery store.
Redden Marine Supply, Cordova – new construction of 6000 s.f. marine supply.
Coastal Villages Region Fund, Quinhagak – new construction of 4000 s.f. fisheries support center.
Qanirtuuq Incorporated, Quinhagak – new construction of 9000 s.f. grocery store.

RECENT PROJECTS 2010 – 2015 (LESS THAN \$1,000,000)

Askinuk Native Corporation, Scammon Bay - interior remodel and new refrigeration installation
State of Alaska Legislative Information Office, Cordova – new office construction.
Alaska Court System, Galena – temporary courthouse facilities.
Grant Aviation, Bethel – new hangar door design and construction.
Alaska Commercial Company, Nome - liquor store construction.
Alaska Commercial Company, St. Marys – 15,000 s.f. flooring replacement.
Alaska Commercial Company, McGrath – exterior remodel.
Alaska Commercial Company, Unalakleet - exterior remodel.
Alaska Commercial Company, Bethel – new 4plex housing construction.
Alaska Commercial Company, Cordova – 25,000 s.f. roof replacement.
Alaska Commercial Company, Hooper Bay – design and fixturing of 11,000 s.f. grocery store.

ALASKA SMALL PROJECT LOCATIONS 2010 – 2015

Aniak	St Michael
St Marys	Mountain Village
Togiak	Sand Point
St Paul Island	King Salmon
Yakutat	Fort Yukon
Sitka	Craig
Klawock	Nuiqsuit
Kotzebue	Pilot Station
Kodiak	

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

FACILITY CONTRACTORS LLC

PO BOX 2034 CORDOVA AK 99574

owned by

FACILITY CONTRACTORS LLC

is licensed by the department to conduct business for the period

January 01, 2016 through December 31, 2017
for the following line of business:

23 - Construction

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Chris Hladick



Seafood Sales

Box 741

Mile 6, Copper River Hiway

Cordova, AK. 99574

To whom it may concern:

We have been a small business in Cordova for the past 17 years, having conducted business from a mobile platform for 15 of those years. Prior to that, our sales were conducted in the open air (out of the back of a pickup) at several locations around Cordova.

It has been a challenge to find a retail location that is appropriate for a small business such as ours. We need a small space that is both affordable and well located where the people are to keep our business successful and growing. Main Street should be that place but for the fact that it is becoming home to non-retail entities rather than the commercial, sales tax producing commercial center that it used to be.

We support developments that can re-establish Main Street as a business district, as well as meet the demand for affordable retail spaces.

Sincerely,

A handwritten signature in black ink that reads "Ken Roemhildt". The script is cursive and fluid.

Ken Roemhildt, Owner

Seafood Sales

January 4, 2016

Mayor, Council and Commission members,

I want to open a Filipino restaurant in Cordova. I have been a restaurant owner back in the Philippines. There is more to Filipino cuisine other than adobo chicken, pancit or lumpia. I would like to share my country's rich food culture, but I do not have the capital investment for an entire building. Nor could I afford to renovate a space into something appropriate for my needs.

If a certified commercial kitchen is available with an affordable space to set up a restaurant, I would use it and be ready to start operations immediately. I hope you will support this development and help entrepreneurs like me to contribute and diversify our local economy.

Thank you,



Mindy Pena


Cordova Planning Commission,

I have been constrained by the limited number and space of certified kitchens in Cordova from which I can make my product.

It has been my longstanding goal to have, or be able to use, a certified kitchen that is large enough and convenient enough to make my product on a more commercially appropriate scale.

I am in support of any proposal that would give food producers more options for producing their products in a certified kitchen.

Thank you,

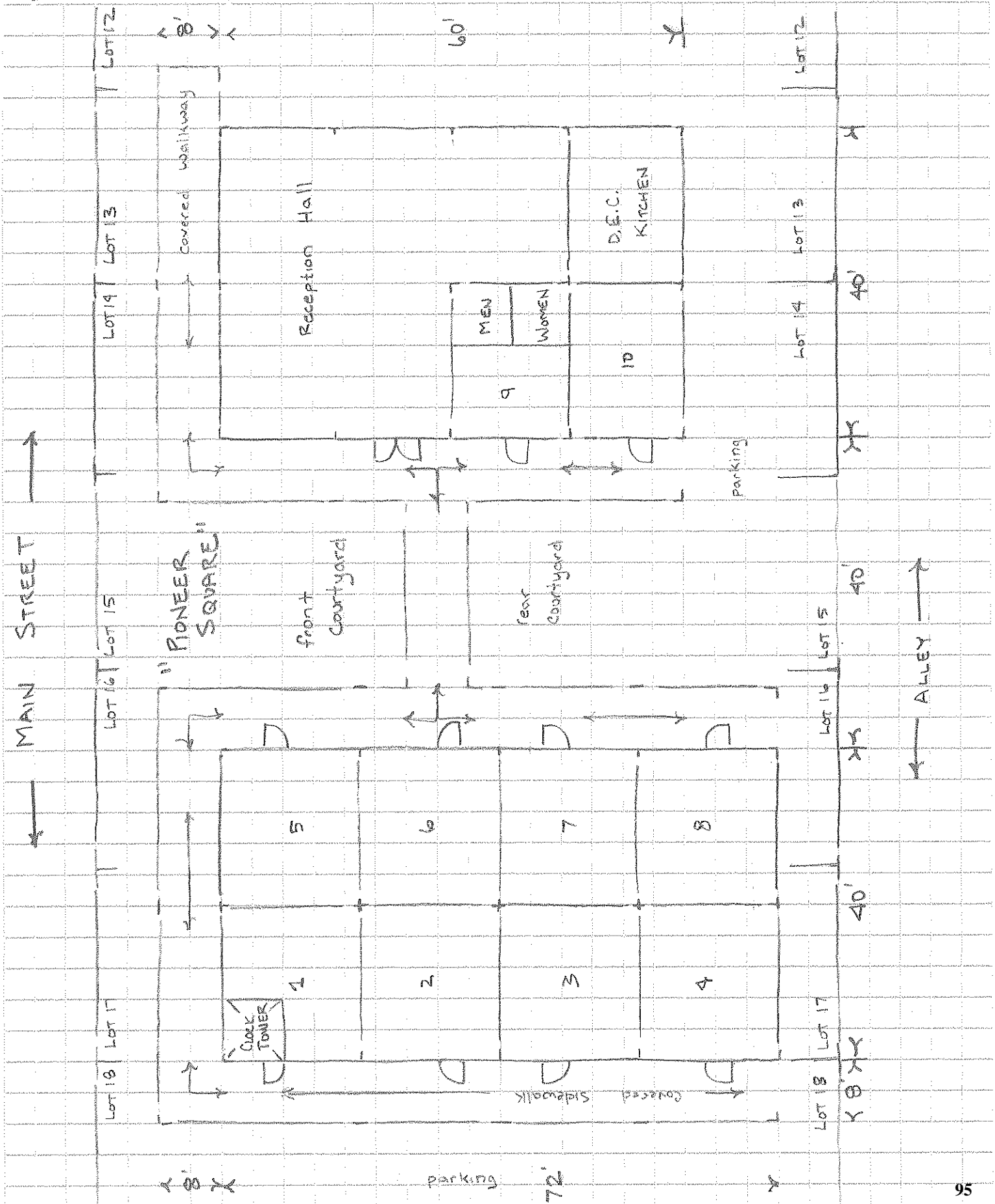

GILDA SWEETHEART

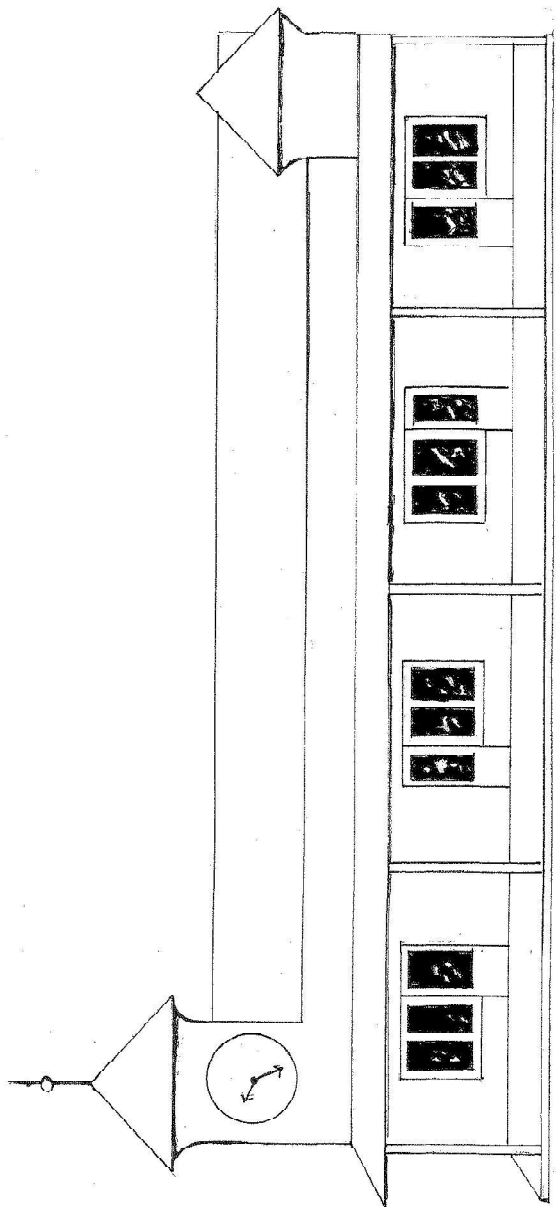


PO Box 2034 • Cordova, Alaska 99574
david@facilitycontractors.com • office: 907-424-7765
fax: 907-424-7768 • cell: 907-423-0423

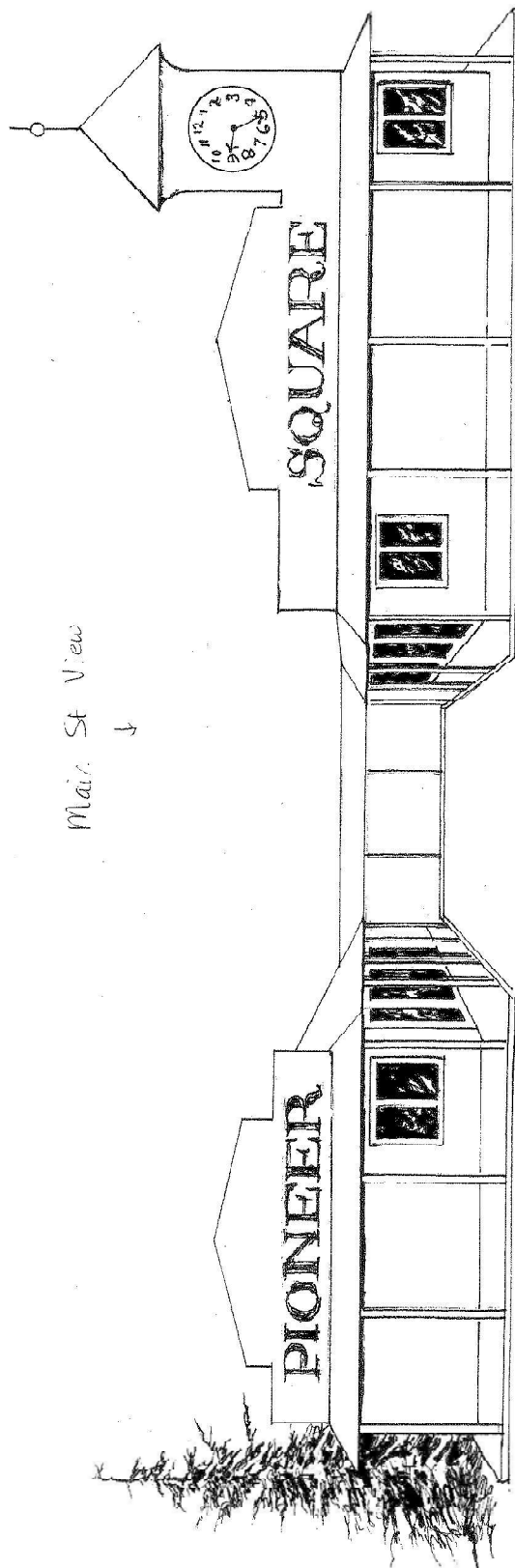
Date: _____

Scale: $\frac{1}{4}" = 4'$



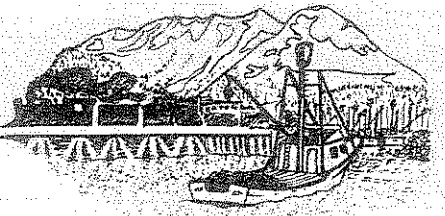


↑
Adams St. View



↓
Main St. View

CITY OF CORDOVA



Request for Proposals for the Existing Library/Museum Land and/or Building

*"Opportunity knocks only once. You never know if you'll get another opportunity."
(Leon Spinks, American Heavyweight Boxer)*

The City of Cordova has a once-in-a-lifetime opportunity. We are looking for the right person, business, or organization with the vision and abilities to acquire and develop a prime piece of commercial property on Cordova's Main Street, directly across from the new Cordova Center. City Council has asked staff to take virtually all offers for the site, the former home of the City's Museum, Library, and community meeting room. The configuration could be all or any combinations of lots, with or without the buildings. Think creatively and act boldly for this unique chance.

SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Tuesday, January 5th, 2016 at 5 PM.

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

Name of Proposer:

Name of Organization:

Address:

Phone #:

Email:

Proposed Price: \$

The City will consider any and all proposals for the property subject to any applicable laws and regulations, including Chapter 5.22 of the Cordova Municipal Code (CMC).

All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposal deemed most advantageous to the City of Cordova.

Seaman's Hardware, Inc.
P.O. Box 38
Cordova, Alaska 99574
(907) 424-3647



Seamans Hardware Inc. proposes to purchase the seven lots with the associated buildings as a new home for Seamans Hardware for the amount of \$400,000. Our plan would be to repair, modify and add to the existing buildings in order to more suit the needs of a community hardware store. Repairs would include roof leaks, water main, flooring and supporting the museum front wall. Modifications would include removal of the community bathrooms and installation of an employee bathroom and creating more or larger access between what was the community meeting room and the main hallway. Modifications would also include interior remodeling and changes to the exterior appearance of the buildings and property possibly utilizing and following the recent scenic byways designation and associated programs. Proposed additions would be a covered enclosed freight loading area behind the museum and enclosing the courtyard between the museum and library as additional retail space. This purchase with the proposed repairs, modifications and additions would allow Seamans to better serve the community.

In its current location freight must be offloaded in the alleyway where it doesn't always shine. With our current square footage, when customers ask for new stock items we must special order them because we have no area to put new items. In fact some of our existing stock is in small sliding drawers on the floor. With the drugstore on one side of us, the parking lot on the other, the street in front and alley in back we have literally used every square inch available to us.

The existing square footage of the library, museum and community meeting room is approximately 6760 ft.². Our proposed additions would add 1880 ft.² for a total footprint of 8640 ft.².

The community benefits of this proposed development:

- the ability to carry more products and services for our customers
- relief of the overcrowded parking at our current location during the summer
- a covered freight loading area for large items for contractors and our customers
- a more comfortable and efficient shopping experience as a result of the added space and stock items
- with the new space, parking and inventory we project significant increase in sales and therefore sales tax
- with added sales and services we believe two new employees would be needed

Estimated value of our proposed improvements is \$162,800.

If our proposal is accepted our timeline is as follows:

- begin by working with True Value Hardware on the most efficient new store layout and systems for this space
- construction of additions would occur in the summer of 2016

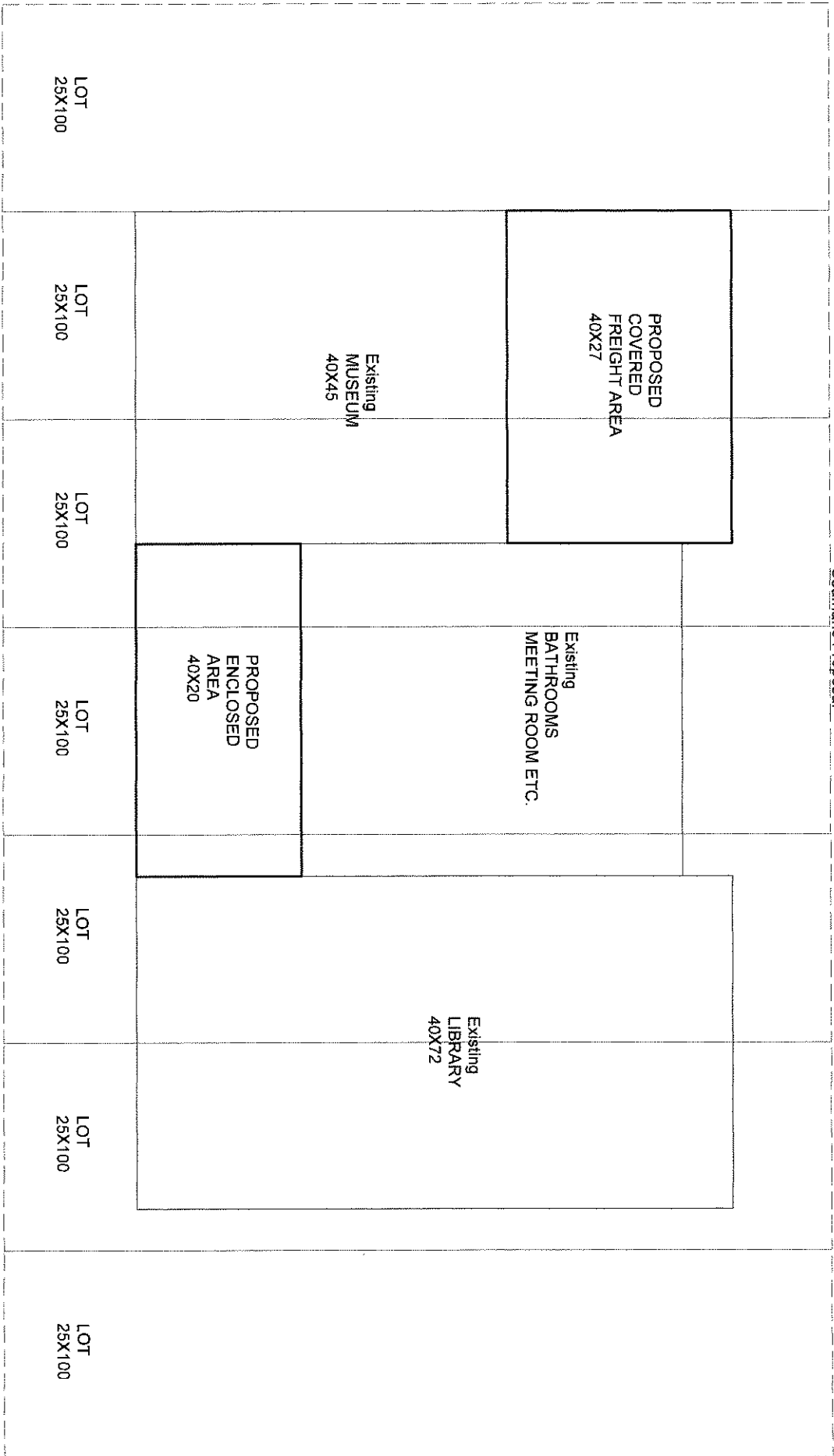
- following construction installation of furniture and fixtures which would include counters, shelves, and office equipment etc.
- transfer of inventory could then begin
- we would project opening at the new location between October 2016 and February 2017

The following contingencies apply to our proposal:

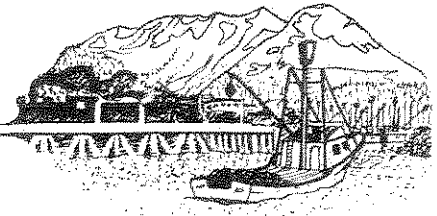
That we would be essentially grandfathered with the existing buildings as far as snow load and building code requirements.

That we be able to deliver/dispose of any waste material or items that are currently in or a part of the existing buildings and property to the baler or dump at no charge.

Seamans Proposal



CITY OF CORDOVA



Request for Proposals for the Existing Library/Museum Land and/or Building

*"Opportunity knocks only once. You never know if you'll get another opportunity."
(Leon Spinks, American Heavyweight Boxer)*

The City of Cordova has a once-in-a-lifetime opportunity. We are looking for the right person, business, or organization with the vision and abilities to acquire and develop a prime piece of commercial property on Cordova's Main Street, directly across from the new Cordova Center. City Council has asked staff to take virtually all offers for the site, the former home of the City's Museum, Library, and community meeting room. The configuration could be all or any combinations of lots, with or without the buildings. Think creatively and act boldly for this unique chance.

SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Tuesday, January 5th, 2016 at 5 PM.

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

Name of Proposer: JERRY BLACKLER, TRUSTEE

Name of Organization: CORDOVA MOOSE LODGE #1266

Address: PO Box 609
514 2ND ST.
CORDOVA AK 99574

Phone #: 907-424-3696 office
Email: cordova moose @ yahoo.com

* Proposed Price: \$213,148.00

The City will consider any and all proposals for the property subject to any applicable laws and regulations, including Chapter 5.22 of the Cordova Municipal Code (CMC).

All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposal deemed most advantageous to the City of Cordova.

* THE MOOSE LODGE MAY MEET THE REQUIREMENTS OF CMC SECTION 5.22.070

LOYAL ORDER OF MOOSE



CORDOVA LODGE NO. 1266 P.O. BOX 609 CORDOVA, AK 99574 (907) 424-3696 or FAX: (907) 424-7396

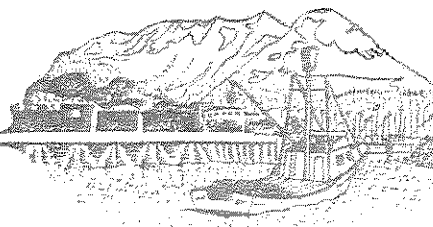
January 4, 2016

RE: RFP Proposal for existing Library/Museum Land/or Building

Additional information as required:

1. Describe the development: The Cordova Moose Lodge 1266 will move from its Second Street location and will establish a Social Quarters where food and beverages are served in a restaurant / meeting room / conference room / pub environment. A kitchen, bar, and separate meeting rooms will be created, and revamped HVAC and electric systems will be installed by local contractors.
2. Proposed Square Footage: No change from the existing footprint is planned.
3. Provide a Sketch: Please refer to the City's existing blueprints and plans. The floor plan will not change.
4. Economic Benefit of the Development to the City: As the Lodge upgrades and grows, Sales Tax payments to the City will increase. The Lodge will continue to reliably pay City property taxes. The establishment of a well known non-profit in the center of the downtown business district will round-out and support and benefit the overall business climate on 1st Avenue. The Lodge will continue a 94 year history of supporting the commercial district, Chamber of Commerce, and local families. Charitable events such as School Scholarships, Breakfast with Santa, Veterans Day Dinner, Ice Worm Luncheon, Fourth of July Street Games, support all youth activities and sports events and other events will be brought to the center of the City. The Lodge employs 5 persons now and will continue to do so.
5. Value of proposed improvements: \$100,000.00 in interior and exterior upgrades.
6. Proposed timeline for development: It will take about 60 days to move the Lodge's critical contents to the new location before opening can occur. Over the next 2 year period, facility improvements will take place in a prioritized manner.

CITY OF CORDOVA



Request for Proposals for the Existing Library/Museum Land and/or Building

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(Leon Spinks, American Heavyweight Boxer)*

The City of Cordova has a once-in-a-lifetime opportunity. We are looking for the right person, business, or organization with the vision and abilities to acquire and develop a prime piece of commercial property on Cordova's Main Street, directly across from the new Cordova Center. City Council has asked staff to take virtually all offers for the site, the former home of the City's Museum, Library, and community meeting room. The configuration could be all or any combinations of lots, with or without the buildings. Think creatively and act boldly for this unique chance.

SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Tuesday, December 1st, 2015 at 5 PM.

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

Name of Proposer: Greg Meyer and Sylvia Lange

Name of Organization: Cannery Row, INC

Address: P.O. Box 120
Cordova, AK
99574

Phone #: (907) 360-9076

Email: gregmeyer@me.com

Proposed Price: \$ 307,500

The City will consider any and all proposals for the property subject to any applicable laws and regulations, including Chapter 5.22 of the Cordova Municipal Code (CMC).

All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposal deemed most advantageous to the City of Cordova.

ATTACHMENT A

Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

Final Land Disposal Evaluation Criteria

Criteria	Multiplier	Proposal Rank 1-10	Subtotal for Proposal
Value of improvements	1.75		
Number of Employees	1		
Sales Tax Revenue	1		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design <i>branchway?</i>	1.25		
Proposal Price	1		
Consistency with Comprehensive Plan	1.5		
Total	10		

1m77
 10
 750
 ADD to
 Ctr.
 now
 better than
 work house.
 have approval
 yes.

1 service sum = 4-5 professional

ATTACHMENT E

Terms Highlighted in Yellow will be negotiated after award and other sections may be considered in the negotiation process.

CITY OF CORDOVA Cordova, Alaska

LEASE WITH OPTION TO PURCHASE

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

RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska generally described as XXXXXX, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises");

WHEREAS, Lessee desires to lease the Property from the City (the "Premises") from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth herein;

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

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City leases to Lessee, and Lessee leases from the City, the Premises, as described above and illustrated in Exhibit A, attached and incorporated into this Lease.

2. LEASE TERM

The Lease Term will be (XX) years, commencing on _____, 20XX, (the "Commencement Date") and terminating at 11:59 p.m. on _____, 20XX, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

3. RENT

A. Base Rent. The annual rent for the first ten years of the Lease Term will be XXXX Hundred Dollars and nine cents (\$XXXX) or XXX Dollars (\$XXX) in twelve monthly installments ("Base Rent"). Base Rent is due on the first day of each calendar month during the Lease Term. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 22.E of this Lease, or at any other place the City directs in

ATTACHMENT E

writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

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

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

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

D. Adjustment of Base Rent. Beginning on the tenth anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year, except the first Base Rent adjustment, which will occur on the tenth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from 2015 to the then-current year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining the project detailed in the site development plan, and using the constructed buildings and structures as well as the undeveloped land XXXXXXXXXX. The Lessee shall give prior written notice to the City of any proposed changes to the site plan that are in furtherance of its authorized uses, and such changes are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent. Inspections. The City and its authorized

For City
not included

Summary

ATTACHMENT E

representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents

B. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 10.B of this Lease) to be brought upon, kept, or used in, on, or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on, or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

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

5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

A. Development Plan. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached site development plan by Lessee will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. The Lease does not confer any approval from the Cordova Planning Commission regarding the site development plan or substitute for any approval process

ATTACHMENT E

required in Cordova Municipal Code. Rather it is Lessee's responsibility to ensure the site development plan complies with all city code requirements and procedures.

B. Substantial Completion. Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by _____, 20XX, which is ten (10) years after the Lease's Commencement Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), whose footprint is outlined in the site development plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Lessee has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Lessee fails to substantially complete the construction of the project set forth in the site development plan by _____, 20XX, Lessee will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 13.

6. REPRESENTATIONS AND WARRANTIES

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

7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

Lessee shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent may be withheld in the City's absolute discretion.. *may not be unreasonably withheld* *D.H.*

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

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

9. LIENS

Lessee will suffer no lien or other encumbrance to attach to the Premises, including, without limitation, mechanic's or materialman's liens, sales tax liens under

ATTACHMENT E

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

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

11. INSURANCE

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

A. Commercial General Liability. 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) per occurrence and Two Million Dollars (\$2,000,000) aggregate;

B. Property Insurance. 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 commercially reasonable terms and consistent with the customary commercial coverages in the city of Cordova;

C. Personal Property Insurance. Personal property insurance covering Lessee's trade fixtures, furnishings, equipment, and other items of personal property, as soon as such items are located on the Premises; and

D. Workers' Compensation Insurance. Workers' compensation insurance and other insurance as 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. Before commencement of the Lease Term,



One Cannery Row • P.O. Box 120

Cordova, Alaska 99574

Phone (907) 424-5920 Fax 424-5923

907-360-9076

City Manager
Mr. Randy Robertson
Cordova, Alaska 99574

November 24, 2015

Re: RFP for disposal of City property known as Old Library & Museum

Dear City Manager;

Cannery Row, Inc., an Alaska corporation, would like to purchase seven city lots, along with the improvements, known as the old city library and museum property located on the corner of Copper River Highway (1st Street) and Adams Ave. We plan to convert its current use to a 12 room hotel, restaurant and gift shop. We estimate employing about 10 – 12 employees. We will have plans drawn up and a construction bid, and estimate about \$1,000,000 into property renovation. We hope to have a portion of our business plan in operation summer, 2016 and the project completed within 5 years.

We are planning an exterior design to compliment the style and appearance of the new Cordova Center and the Reluctant Fisherman Inn.

Our offer for the property, "as is" condition, is \$307,500.

Cannery Row, Inc. has been in business and operating in Cordova since 1993. We currently are in the property rental business. From 1993 - 2000 Cannery Row Inc. successfully owned and operated a 12 room hotel and restaurant on lot 2 of the Cannery Row subdivision in Cordova (Cookhouse Café & Rooms), besides running a fish processing plant and fisherman's storage.

The principals in Cannery Row, Inc. are Greg Meyer and Sylvia Lange, the current owners and operators of Reluctant Fisherman Inn, as Reluctant Fisherman LLC.

Thank you for considering our offer and I look forward to working with you and the city council in the purchase of this property.

Sincerely,

Greg Meyer
President, Cannery Row, Inc.
Mobile: 907-360-9076
Email: GregMeyer@me.com

□ = 3' to scale

DEAF - conceptual

← 1st ST. →

73'

LIBRARY

3102.5 SF

42.5'

FLAT ROOFED
BUILDING TO
BE REMOVED/
DEMOLISHED

40.5'

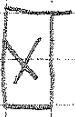
45.5'

MUSEUM

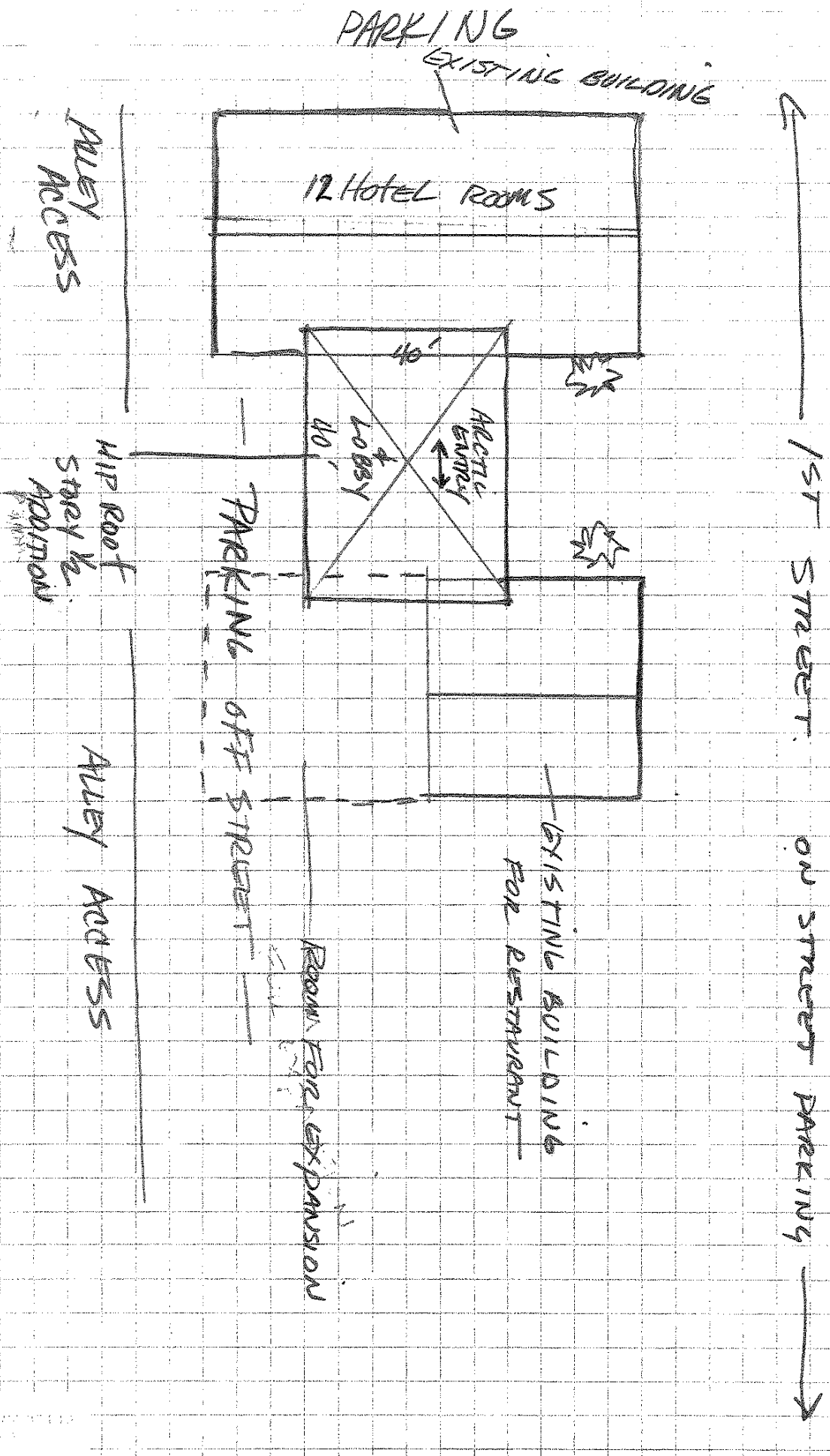
1842.75 SF

40.5'

40.5'

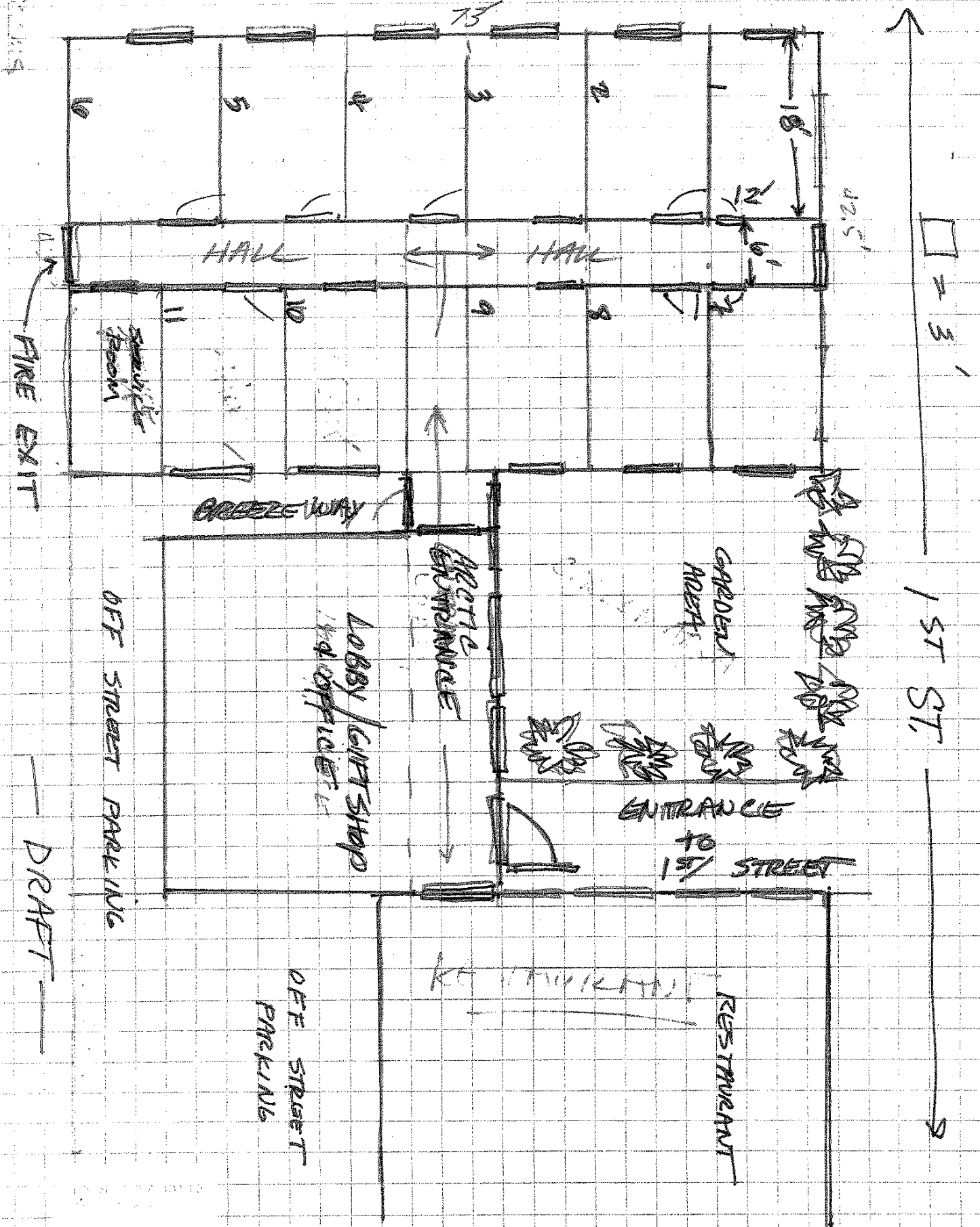


ELECTRICAL



Conceptual drawing.
 will consult with architect
 for full plans

OFF STREET PARKING



1" = 3'

1ST ST.

RESTAURANT

ENTRANCE TO 1ST STREET

GARDEN AREA

RECEPTION

LOBBY / GIFT SHOP

GREENWAY

OFF STREET PARKING

FIRE EXIT

DRAFT

RECEIVED

DEC 14 2015

City of Cordova

**Cordova Drug Co.
David A. O'Brien
Owner
December 14, 2015**

Project Proposal: Disposition of Existing Library/Museum Land and/or Building

Background

Create more public parking to maintain the purpose of the district which is: to provide a harmonious mix of activities necessary to further enhance the central business district as a commercial and service center.

Objectives

- Removal of the existing buildings (Library/Museum) either by sale or demolition.
- Grade the then empty lots, plan drainage, and add substantial substrate as needed, and either pave or chip-seal the property.
- Add approaches to the property from adjacent roadways and plan and execute a traffic pattern within the area to provide the most efficient use of all of the land as a public parking lot.

Scope

The end result of the project would be expanded public parking area and mitigation of the parking and traffic congestion problem caused by the location and building of the Cordova Center. It would also provide relief to private property owners in the area that are shouldering the burden of current parking overflow.

Timeframe

	Description of Work	Start and End Dates
Phase One	Removal of existing structures either by sale or demolition	Completion by May 2016
Phase Two	Site Preparation	Completion by May 2016
Phase Three	Provide durable parking surface and ease of public use.	Completion by May 2016

Project Budget

	Description of Work	Anticipated Costs
Phase One	Structure removal by City of Cordova	Unknown
Phase Two	Site preparation by City of Cordova	Unknown
Phase Three	Surfacing and access by City of Cordova	Unknown
	Total	Unknown

Project Proposal: Disposition of Existing Library/Museum Land and/or Building

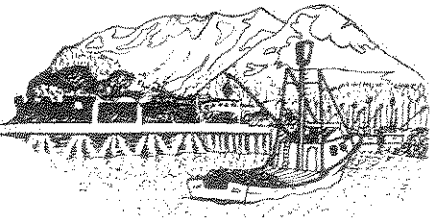
Key Stakeholders

Client	Residents of the City of Cordova
Sponsor	City of Cordova
Project manager	To be determined by the City of Cordova

Monitoring and Evaluation

Progress of the project will be monitored by the City of Cordova and by the residents of the City of Cordova. The value of the end product shall be demonstrated by the use of this area as a solution to the parking problem that now exists due to the location and functions of the Cordova Center.

CITY OF CORDOVA



Request for Proposals for the Existing Library/Museum Land and/or Building

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(Leon Spinks, American Heavyweight Boxer)*

The City of Cordova has a once-in-a-lifetime opportunity. We are looking for the right person, business, or organization with the vision and abilities to acquire and develop a prime piece of commercial property on Cordova's Main Street, directly across from the new Cordova Center. City Council has asked staff to take virtually all offers for the site, the former home of the City's Museum, Library, and community meeting room. The configuration could be all or any combinations of lots, with or without the buildings. Think creatively and act boldly for this unique chance.

SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Tuesday, January 5th, 2016 at 5 PM.

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

Name of Proposer: LOREEN PALLAS
Name of Organization: CHILDREN'S PALLAS
Address: PO BOX 200 Phone #: 907-424-4323
CORDOVA, AK. Email: _____
99574

Proposed Price: \$ 215,000.00

The City will consider any and all proposals for the property subject to any applicable laws and regulations, including Chapter 5.22 of the Cordova Municipal Code (CMC).

All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposal deemed most advantageous to the City of Cordova.

**Children's Pallas
Loreen Pallas
P.O. Box 200
501 First St.
Cordova, AK 99574
(907) 424-4323**

City Manager
City of Cordova
PO Box 1210
Cordova, AK 99574

RE: RFP for the Existing Library/Museum Land and/or Building

Attn: City Manager

January 5, 2016

I would like City Council to consider my proposal to purchase the existing Library/Museum Land and Building.

I feel moving Children's Pallas Daycare/pre-school to this location would be advantageous to not only myself, but also for the City of Cordova. I have been in business at my current location (501 1st St.) for 23 years and consider that this is an established business. I see this move as beneficial to everyone. I will be able to expand my business with the more square footage this opportunity will provide.

My plan upon purchase will be to immediately move the daycare/preschool into the Library area, as I feel this portion of the building to be in good condition and meets all the needs and requirements of a daycare. This would include using the meeting room and bathrooms.

I plan to primarily be in the Library portion. I have heard that the museum portion of the building may need significant repairs. I would re-establish the daycare and then at the same time look at the amount and value of repairs to be done to the museum side. I will evaluate the cost to repair versus removal of that portion of the building. Within 3- 5 years I would do those improvements or decide to remove that portion of the building and possibly have an outdoor fenced playground for the children.

As I have been in this business for 23 years I can say that there is always a need for daycare and early childhood education. I also know that the proceeds from the daycare would be sufficient to cover all my expenses and then allow me time to add another business to the other side or remove that portion of the building and focus on improving the established side.

I employ 4- 6 employees and if I am able to expand my business I would be able to employ additional people.

I would sincerely hope you consider my proposal.

Sincerely,



Loreen Pallas

PROPOSAL FOR LIBRARY/MUSEUM PROPERTY

City of Cordova

Attn: City Manager
C/O Proposals
P.O. Box 1210
Cordova, AK 99574

The Native Village of Eyak proposals to purchase both buildings and the joining middle building as well as the seven lots as offered by the City of Cordova. No sketch has been provided as the building footprint has not changed for this proposal, NVE will install a garage type door in the museum building. NVE proposes to improve the building by re-siding, insulating, making interior cosmetic upgrades and by changing the roofline of all three buildings. The roofline upgrade is necessary to address snow load and shed concerns. The exterior courtyard area will stay the same, exterior doors will be upgraded for security and cosmetic look. Upgrades are estimated to cost approximately \$350,000.00. If this proposal is successful, NVE plans to start construction summer of 2016, but due to uncertainty of contractor schedules, no later than summer 2017.

NVE proposes to expand the existing Ilanka gift shop into the library side of the building along with renting consignment craft booths to small business vendors. This business will be open from 9-5 Tuesday-Saturday and will add one FTE. We estimate \$150,000.00 of sales the first full year of operation, which will add \$9,000.00 in sales tax revenue. The benefit to the community would be jobs, sales revenue and a place to encourage cottage-like industry, therefore creating small economic development for many vendors in Cordova.

NVE proposes to create a marine supply and consignment shop in the Museum building. This shop would sell new, used and consignment marine supplies and equipment. One FTE is expected to be added and with approximately \$50,000.00 in sales for the first full year of operation which will add \$3,000.00 in new sales tax. The benefit to the community would be jobs, sales revenue, a central place to find older and non-manufactured items, and an avenue of alternative revenue stream for community members.

Native Village of Eyak proposes a purchase price of \$30,000.00 for all existing structures and the seven lots.

Thank you for considering this proposal.

Sincerely,



Kerin Kramer
Native Village of Eyak
Executive Director
907-424-7738

Pending agenda:

Winter/Spring 2016: Code change regarding HSB and/or creation of a Health Care Advisory Board – awaiting QHR input (possibly more info forthcoming after **Jan 11** QHR meeting w-council)

Capital Priorities List Meeting **Mar 2, 2016; Jun 1, 2016; Sep 7, 2016; Dec 7, 2016** – on hold due to limited (none) capital budget at state level

HSB Quarterly regular meetings **Apr 6, 2016; July 6, 2016; Oct 5, 2016; Jan 4, 2017**

Presently the board is meeting monthly – special meetings between the regular quarterly meetings

Staff quarterly reports in packets: **April 20, 2016; Jul 20, 2016; Oct 19, 2016; Jan 18, 2017**

Joint Work Session with the **Native Village of Eyak Tribal Council** – met 11-9-15 (no City Council quorum); to meet quarterly – next tba (**February?**)

Date TBD - discussion regarding water charges at the harbor

per City Manager suggestion – work session with Sheridan Ski Club as soon as he hears from them on a good date

Formation of a **marijuana**-related committee

October 1, 2016 - effective date of substitute ordinance 1137 (plastic bag and polystyrene container ban) Council wants this on Pending Agenda so as to keep an eye on public opinion/effectiveness of the enactment of this ordinance

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, Chair, Marine Advisory Program Coordinator; Chelsea Haisman; and Jeremy Botz, ADF&G

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

AMHS Committee: (9 member board) **1)** Steve Graves (chamber seat), **2)** Wendy Ranney (community seat), **3)** Mike Anderson (community seat), **4)** Pete Hoepfner (school seat), other seats to be filled in 2016 as names are brought forward.


Marijuana Committee: pending

Calendars:

3 months of calendars are attached hereto
Feb 2016; Mar 2016; Apr 2016

FEBRUARY 2016

CALENDAR MONTH **FEBRUARY**
CALENDAR YEAR **2016**
1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
31	1	2	3	4	5	6
			6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB			
	iceworm festival	iceworm festival		iceworm festival	iceworm festival	iceworm festival
7	8	9	10	11	12	13
superbowl '50'		6:30 P&Z CCB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB			
iceworm festival				Bball @ Vdz Elks	Bball @ Vdz Elks	Bball @ Vdz Elks
14	15	16	17	18	19	20
	CSD Holiday	absentee voting	absentee voting	absentee voting	absentee voting	absentee voting
Valentine's 	Presidents' Day-City Hall Offices Closed	CSD Inservice	6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB			
21	22	23	24	25	26	27
	absentee voting	absentee voting	absentee voting	absentee voting	absentee voting	absentee voting
	shoreside prep ex - oil spill drill	shoreside prep ex - oil spill drill	shoreside prep ex - oil spill drill	shoreside prep ex - oil spill drill		
28	29	1	2	3	4	5
	absentee voting				home Bball vs Tok	home Bball vs Tok
6	7	Notes				

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

CCA-Cordova Center
Community Rm A
CCB-Cordova Center
Community Rm B

CCM-Cordova Center
Mayor's Conference Rm

MARCH 2016

CALENDAR MONTH	MARCH
CALENDAR YEAR	2016
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	1	2	3	4	5
		ELECTION DAY	6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
6	7	8	9	10	11	12
		6:30 P&Z CCB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB	12:00 Council spec mtg CCAB - certifying election results	CSD Basketball Conference Tourney @ Tok	
13	14	15	16	17	18	19
			CSD Spring Break			
			6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB			
	CSD Spring Break	CSD Spring Break		St. Patrick's Day CSD Spring Break	CSD Spring Break	
20	21	22	23	24	25	26
27	28	29	30	31	1	2
Easter Sunday			CSD parent/teacher conferences 3/30, 3/31, 4/1			
3	4	Notes				

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

CCA-Cordova Center
Community Rm A
CCB-Cordova Center
Community Rm B

CCM-Cordova Center Mayor's
Conference Rm

APRIL 2016

CALENDAR MONTH	APRIL
CALENDAR YEAR	2016
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	1 Alaska Shield Exercise	2 Alaska Shield Exercise
			CSD parent/teacher conferences 3/30, 3/31, 4/1			
3	4	5	6 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	7	8	9
10	11	12 6:30 P&Z CCB	13 7:00 Sch Bd HSL 7:00 Harbor Cms CCB	14	15 CSD Inservice	16 Health Fair
17	18	19	20 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB	21	22	23
24	25	26	27	28	29	30
1	2	Notes Legend: CCAB-Cordova Center Community Rms A&B HSL-High School Library CCA-Cordova Center Community Rm A CCB-Cordova Center Community Rm B CCM-Cordova Center Mayor's Conference Rm				

**CITY OF CORDOVA, ALASKA – ELECTED OFFICIALS
& APPOINTED MEMBERS OF CITY BOARDS and COMMISSIONS**

MAYOR AND CITY COUNCIL - ELECTED

seat/length of term	email	Date Elected	Term Expires
Mayor: 3 years	James Kacsh Mayor@cityofcordova.net	March 5, 2013	March-16
Council members:			
Seat A: 3 years	Kristin Carpenter CouncilSeatA@cityofcordova.net	March 5, 2013	March-16
Seat B: 3 years	Timothy Joyce CouncilSeatB@cityofcordova.net	March 4, 2014 March 14, 2013 August 2, 2012	March-17 filled vacancy appt to A
Seat C: 3 years	Tom Bailer CouncilSeatC@cityofcordova.net	March 4, 2014	March-17
Seat D: 3 years	Robert Beedle CouncilSeatD@cityofcordova.net	March 3, 2015	March-18
Seat E: 3 years	Josh Hallquist CouncilSeatE@cityofcordova.net	March 3, 2015	March-18
Seat F: 3 years	David Reggiani CouncilSeatF@cityofcordova.net	March 5, 2013 March 2, 2010 March 3, 2009	March-16 1 yr trm
Seat G: 3 years	James Burton, Vice-Mayor CouncilSeatG@cityofcordova.net	March 5, 2013	March-16

SCHOOL BOARD - ELECTED

length of term		Date Elected	Term Expires
3 years	Bret Bradford	March 3, 2015	March-18
3 years	Tammy Altermott	March 5, 2013	March-16
3 years	Peter Hoepfner	March 3, 2015 March 6, 2012 March 3, 2009 March 7, 2006	March-18
3 years	Sheryl Glasen	March 4, 2014	March-17
3 years	Barb Jewell, President	March 5, 2013	March-16
3 years	Vacant (appointed, non-voting) City Council Rep		

LIBRARY BOARD - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney	November-15 April-13	November-18
3 years	Shannon Mallory	November-13	November-16
3 years	Krysta Williams	December-14 November-11	November-17
3 years	Kay Groff	December-14 December-11 January-09	November-17
3 years	Mary Anne Bishop, Chair	November-13 November-10 November-06	November-16

CORDOVA COMMUNITY MEDICAL CENTER – HEALTH SERVICES BOARD - with Council election

length of term		Date Appointed	Term Expires
3 years	Kristin Carpenter, President		with Council office
3 years	Tom Bailer		with Council office
3 years	Tim Joyce		with Council office
3 years	James Burton		with Council office
3 years	Robert Beedle		with Council office
3 years	Josh Hallquist		with Council office
3 years	David Reggiani		with Council office

PLANNING AND ZONING COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Allen Roemhildt	January-14	November-16
3 years	Scott Pegau	December-14 December-11	November-17
3 years	John Baenen	November-15 December-12	November-18
3 years	Tom Bailer, chair	November-13 December-11 November-08	November-16
3 years	Tom McGann, vice chair	December-14 December-11 April-11	November-17
3 years	Heath Kocan	November-15	November-18
3 years	Mark Frohnapfel	February-15	November-17

HARBOR COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Robert Beedle, chair	January-14	November-17
3 years	Greg LoForte	February-13 January-10 January-07	November-16
3 years	Max Wiese	January-14 March-11	November-17
3 years	Ken Jones	February-13	November-16
3 years	Jacob Betts	November-15	November-18

PARKS AND RECREATION COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Kara Johnson	February-15 December-12	November-17
3 years	Miriam Dunbar	November-15 August-14	November-18
3 years	Wendy Ranney, Chair	November-15 August-14	November-18
3 years	Stephen Phillips	November-15	November-18
3 years	Marvin VanDenBroek	February-14	November-16
3 years	Karen Hallquist	November-13	November-16
3 years	Dave Zastrow	February-15 September-14	November-17

seat up for re-election in 2016

termed out in 2016