

**Mayor**

James Kacsh

**Council Members**

Kristin Carpenter

Tim Joyce

Tom Bailer

Bret Bradford

Hayley Hoover

David Reggiani

James Burton

**City Manager**

Randy Robertson

**City Clerk**

Susan Bourgeois

**Deputy Clerk**

Tina Hammer

**Student Council**

Ashley Reece

Bhren Peña

**REGULAR COUNCIL MEETING**

**MARCH 04, 2015 @ 7:00 PM**

**LIBRARY MEETING ROOM**

**AGENDA**

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**C. ROLL CALL**

Mayor James Kacsh, Council members Kristin Carpenter, Tim Joyce, Tom Bailer  
Bret Bradford, Hayley Hoover, 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 – **John Bitney**, Legislative Lobbyist (reporting on: revenue sharing, contract jails, Cordova LIO, education funding, AMHS funding, secure rural schools/timber receipts, capital budget status)
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions (Harbor, HSB, Parks & Rec, P&Z, School Board)
4. Student Council Representative

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

**1. Ordinance 1123..... (page 1)**

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova municipal code sections 18.35.010, 18.35.020, 18.35.030, 18.35.040 and 18.35.050 and enacting Cordova municipal code section 18.35.035 conditional uses in the blue zone – 1<sup>st</sup> reading

**2. Resolution 03-15-11..... (page 12)**

A resolution of the City Council of the City of Cordova, Alaska making bycatch  
and other requests of the NPFMC

**3. Resolution 03-15-12..... (page 15)**

A resolution of the City Council of the City of Cordova, Alaska, calling a special election to be held in the City on Tuesday, May 12, 2015, for the purpose of submitting to the qualified voters of the City a proposition amending article III section 9 of the City of Cordova Charter to apply that charter section to all city-owned healthcare facilities, permit City Council to govern management of city-owned healthcare facilities by ordinance, and eliminate the requirement for a separate healthcare facilities services board

**4. Resolution 03-15-13..... (page 17)**

A resolution of the City Council of the City of Cordova, Alaska authorizing the City to submit to the qualified voters of the City at the May 12, 2015 Special City Election the question of amending article III, section 9 of the City of Cordova Charter to permit City Council to establish management of city-owned healthcare facilities by ordinance and to eliminate the requirement for a separate healthcare facilities services board

**5. Record unexcused absence of Mayor Kacsh from the February 18, 2014 Regular Meeting**

**H. APPROVAL OF MINUTES**



6. Minutes of 02-04-15 Regular Meeting..... (page 20)  
7. Minutes of 02-18-15 Regular Meeting..... (page 28)

## **I. CONSIDERATION OF BIDS**

## **J. REPORTS OF OFFICERS**

8. Mayor's Report  
9. Manager's Report  
    a. Cordova Center update report  
10. City Clerk's Report

## **K. CORRESPONDENCE**

11. Letter from Cecelia Wiese concerning CCMC 02-18-15..... (page 34)  
12. Letter from Pioneer Igloo concerning Cordova Center construction 02-20-15..... (page 35)

## **L. ORDINANCES AND RESOLUTIONS**

13. Resolution 03-15-14..... (voice vote)(page 38)  
    A resolution of the City Council of the City of Cordova, Alaska, approving the site plan of Roemhildt Holdings LLC to construct an 8,348 square foot commercial/retail building on Lot 5, Block 2, South Fill Development Park

## **M. UNFINISHED BUSINESS**

14. CIP List/Resolution quarterly Council discussion item..... (page 63)  
15. City Council discussion of proposal packet for land disposal..... (page 66)  
    Lot 4A Block 5 North Fill Addn No. 2  
16. City Council discussion of proposal packet for land disposal..... (page 93)  
    Lot 13 Block 12 Original Townsite  
17. Title 15 Code rewrite discussion..... (page 118)

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

18. Pending Agenda, Calendar, Elected & Appointed Officials lists..... (page 122)

## **O. AUDIENCE PARTICIPATION**

## **P. COUNCIL COMMENTS**

19. Council Comments

## **Q. EXECUTIVE SESSION**

20. Attorney update on settlement  
21. City Employees Union contract negotiations

## **R. ADJOURNMENT**



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

If you have a disability that makes it difficult to attend city-sponsored functions, you may contact 424-6200 for assistance.

Full City Council agendas and packets available online at [www.cityofcordova.net](http://www.cityofcordova.net)

# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 2/25/15  
**Re:** Ordinance 1123 - Code Change Avalanche District  
**Attached:** Email from State of AK, P&Z Resolution 15-03

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## **PART I – GENERAL INFORMATION**

Chapter 18.35 Avalanche District was codified by the City in 2000 after the avalanche occurred at 5 mile loop area. Currently the Avalanche code only applies to the Five mile loop neighborhood. This code was developed for the purposes below:

### **18.35.010 - Purpose.**

An avalanche district is hereby established as a zoning overlay district for the following purposes:

- A. To protect the citizens of Cordova and the general public from the extreme hazards associated with avalanche events;
- B. To identify those areas within the city where, after due investigation and study, avalanche potential is found to exist;
- C. To identify areas where historic avalanche events have impacted lands in a manner that indicates extreme or moderate hazards to human life and property;
- D. To give notice to the public of those areas within the city where such avalanche potential has been found to exist;
- E. To allow for construction of single-family residences by persons informed of avalanche danger with regard to a specific parcel of real property located in moderate hazard areas, while providing regulations to protect lessees, renters and subtenants of property located within the avalanche district;
- F. To minimize health and safety hazards, disruption of commerce and extraordinary public expenditures;
- G. To promote the general public health, safety and welfare; and
- H. To protect Eyak Lake, Eyak River and other watersheds within Cordova from pollution resulting from fuel, chemical, lubricant, paints, cleaners and other types of hazardous and harmful materials that might be stored within the avalanche district and be carried by avalanche events into waters and wetlands.

A request has been made by a resident who lives in in the Blue Zone of the avalanche district to change the code to allow bed and breakfast businesses. Since I was not involved in the development of the avalanche code I contacted the Brent Nichols from Division of Homeland Security and Emergency Management. Brent worked on the avalanche disaster in 2000. The property that FEMA and the City purchased and which are now owned by the City are part of the DR-1316 Presidential Disaster Declaration and are located in the red zone. He verified that we could change the City Code to property located in the Blue Zones without consultation from the State or FEMA. See attached email.

The code changes attached are for the Blue Zone only. There are major two changes: 1) A bed and breakfast would be allowed in the Blue Zone during non-avalanche season as defined in the code, and 2) Conditional use permit would need to be applied for and vetted by the Planning Commission for any other commercial use.

## **PART II – BACKGROUND**

**2/10/2015** – At the Planning Commission Regular Meeting the amended code was reviewed and resolution 15-03 was passed (attached). There was concurrence that the code amendments were beneficial to the city and a positive addition for the area.

*M/McGann S/Pegau* to approve Resolution 15-03.

**A resolution of the Planning Commission of the City of Cordova, Alaska recommending to the City Council of the City of Cordova, Alaska to change Cordova Municipal Code Chapter 18.35 Avalanche District to allow bed and breakfasts in the blue zone and to add the requirement for a Conditional Use Permit for commercial uses in the blue zone.**

Upon voice vote, motion **passed** 7-0.

Yea: *Greenwood, Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnapfel*

## **PART III – STAFF RECOMMENDATION**

Staff recommend amending Chapter 18.35 Avalanche District as presented. Allowing bed and breakfasts as a seasonal business provides income for the City and residents. Potentially there are additional commercial uses that could be seasonal and/or may meet the additional requirements of the Avalanche code. Applying for a conditional use provides a detailed review of the proposed use and would allow public input. This code change would support the Comprehensive plan goals of the economic development section.

## **PART IV – RECOMMENDED MOTION**

“I move to adopt Ordinance 1123”

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1123**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING  
CORDOVA MUNICIPAL CODE SECTIONS 18.35.010, 18.35.020, 18.35.030, 18.35.040 AND 18.35.050  
AND ENACTING CORDOVA MUNICIPAL CODE SECTION 18.35.035 CONDITIONAL USES IN  
THE BLUE ZONE**

**WHEREAS**, the City of Cordova ("City") experienced an avalanche during the winter of 1999-2000 where property was destroyed and a life was lost; and

**WHEREAS**, the area was declared a FEMA disaster and a portion of the area where the property was destroyed was purchased and deeded to the City;

**WHEREAS**, the avalanche code was created to protect the citizens of Cordova and two zones, the red and blue zones, were defined and have different conditions and restrictions; and

**WHEREAS**, the changes being implemented will generate revenues and are seasonal; and

**WHEREAS**, the City Council finds that it is in the City's best interest, to amend sections 18.35.010, 18.35.020, 18.35.030, 18.35.040 and 18.35.050 and enact section 18.35.035.

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

Section 1. Cordova Municipal Code sections 18.35.010, 18.35.020, 18.35.030, 18.35.040 and 18.35.050 are amended to read as follows: Added language bold and underlined and deleted language stricken through

18.35.010 – Purpose

D. To give notice to the public of those areas within the city where ~~such~~ avalanche potential has been found to exist;

18.35.020 - Definition and designation of avalanche district.

A. The avalanche district shall be a district overlaying an existing zoning district. It shall designate those areas within Cordova found **to be** subject to potential avalanche danger. Additional requirements of the avalanche district shall be applied to uses otherwise permitted in the existing zoning district.

B. The avalanche district shall consist of two sub-zone designations. The distinction between these subzones is defined according to the frequency and destructive force of potential avalanches. They include high hazard "Red Zones" and moderate hazard "Blue Zones."

1. High Hazard Zones: Red Zones. High ~~h~~**H**azard Red Zones are used to define the greatest potential avalanche risk and are defined as areas subject to:
  - a. Avalanche return periods of less than thirty years; and/or
  - b. Impact forces of greater than six hundred pounds per square foot, assuming a flat, normal, rigid surface.

People living in or traveling through a high hazard zone should expect to be infrequently impacted by major avalanche events capable of severely damaging or destroying standard wood frame structures and severely injuring or killing people. This includes the following range of exposure: structures could be totally

destroyed or severely damaged, roofs could be blown off or caved in, walls could be pushed in or sucked out, houses could be pushed from their foundations, vehicles could be severely damaged, mature trees could be broken off, and windows and doors could be ripped off, sucked out or pushed in, with considerable broken glass and debris carried by hurricane force winds. People outside or inside of structures could be severely injured or killed. Children or adults playing or working outside would be particularly susceptible **to injury or death**. The risk of fuel leaks and/or fire and explosion is high.

2. Moderate Hazard Zones: Blue Zones. Moderate ~~h~~**H**azard Blue Zones are exposed to potential avalanche threat, but to a lesser degree. Mitigation will usually be feasible but requires site specific analysis. By definition, these areas are subject to:
  - a. Return periods of greater than thirty years, but under three hundred years; and
  - b. Impact pressures of less than six hundred pounds per square foot, assuming a flat, normal, rigid surface.

People living in or traveling through a moderate hazard zone can expect to be less frequently exposed to potential threat from major avalanches and, because of the location, subjected to a lower degree of potential impact. This includes the following range of exposure: structures could be moderately damaged, houses could be pushed from their foundations, roofs could be blown off, walls could be pushed in, windows and doors could be pushed in, sucked out or ripped off, and broken glass and flying branches could be a hazard to people. The risk of fuel leaks and/or fire and explosion is high. People outside would be particularly vulnerable to flying debris. Although generally the avalanche exposure here is less frequent than in the Red Zone, serious damage, death or injuries are possible.

18.35.030 - Principal uses-~~u~~**Uses** permitted.

All uses allowed in a district shall be subject to the additional restrictions of the avalanche district. If any of the regulations specified in this section differ from regulations specified for a district with which the avalanche district is combined, the regulations contained in this section shall apply and govern. Permitted principal uses are as follows:

- A. High Hazard Red Zone.
  1. Water conservation and flood control installations;
  2. Seasonal parks, campgrounds and parkways, greenbelts, land reserves and related facilities ~~when their use is restricted~~ **except** between December 1st and May 1st or other times when the city has declared an avalanche hazard; and
  3. Installation of sewer, water and utilities.
- B. Moderate Hazard Blue Zone.
  1. Single-family ~~residences~~ **residences** and associated structures. Proper mitigating measures are required for construction permits within the Blue Zone. Additional information and/or reports are required by the building official related to construction within the Blue Zone; and
  2. ~~Any uses authorized for the Red Zone.~~ **Seasonal bed and breakfast businesses except between December 1st and May 1st or other times when the city has declared an avalanche hazard;**
  3. Any uses ~~authorized~~ permitted for **in** the Red Zone.

#### **18.35.035 - Conditional uses in Blue Zone.**

**Subject to the requirements of the conditional use standards and procedures of this title, the following uses may be permitted in the Blue Zone:**

##### **A. Commercial occupancies.**

#### 18.35.040 - Prohibited uses.

Because of the high hazard to the health and safety of the general public, no uses that concentrate human activity during times of risk are allowed in the avalanche district.

The following uses are prohibited in the:

##### A. High Hazard Red Zone.

1. All residential occupancies;
2. All commercial occupancies;
3. All storage facilities;
4. All temporary structures, except those authorized by special permit issued by the city that might be required to serve temporary uses related to public services;
5. Any use or structure open to the general public for use between December 1st and May 1st of any year, or other times when the city has declared an avalanche hazard;
6. Open or closed storage of vehicles, boats or equipment;
7. Fuel, or any other material rated as hazardous; or
8. Junkyards.

##### B. Moderate Hazard Blue Zone.

1. All residential ~~and congregate~~ occupancies, except single-family ~~residences~~ **residences**;
2. ~~All commercial occupancies;~~ **Seasonal bed and breakfast businesses between December 1st and May 1st or other times when the city has declared an avalanche hazard;**
3. Open or closed commercial storage of vehicles, boats or equipment, except items for personal use under the control of the owner of the property; or
4. Fuel or any other material rated as hazardous, when the quantity of material exceeds the minimum listed controlled quantities under HAZMAT guidelines adopted by the state of Alaska and/or the city of Cordova, Alaska.

#### 18.35.050 - Required permits.

No person shall engage in the following uses **listed in A-F** within the avalanche district without an approved site development plan, building permit and/or a written conditional use permit issued by the city. Prior to issuance of a building permit for any habitable structure within the avalanche zone, the applicant shall submit to the Cordova building official plans signed by an engineer licensed in the state of Alaska, certifying that the proposed construction as designed will withstand the avalanche forces designated for the zone, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and behavior.

The avalanche forces setting standards for this chapter are to be considered minimum forces only, and the city does not represent, guarantee or warrant the ultimate safety of any construction, use or occupancy of structures constructed to meet those forces. Avalanches may occur with forces greater than the standards in this ordinance, and areas of the city not designated as avalanche district may be subject to potential avalanche danger.

- A. Construction of avalanche protective, deflective and preventative structures, devices or earthwork that may deflect avalanches shall be permitted only as a conditional use. Prior to granting of a conditional use permit, the applicant shall submit to the city plans thereof signed by an engineer licensed in the state of Alaska, certifying that the proposed construction will withstand the designated avalanche forces within the zone or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and

behavior, and that the proposed construction will not deflect avalanches toward the property of others. Other information and engineering studies may be requested in consideration of an application for a conditional use permit. Appropriate landscaping may be required where such structures, devices or earthwork alter the natural slope or beauty of the land;

- B. Excavation or removal of soil, trees, shrubs or downed timber when the activity results in alterations of the landscape that could increase or create avalanche hazard;
- C. Construction of structures for, or installation of public services and utilities;
- D. Camping on public lands in the avalanche district;
- E. Mining; or
- F. Timber harvesting.

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

1st reading: March 4, 2015  
2nd reading and public hearing:

**PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2015**

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

Attest:

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



**From:** [Nichols, Brent A \(MVA\)](#)  
**To:** [Sam Greenwood](#); [Gravier, Ann Y \(MVA\)](#); [Petty, Ervin A \(MVA\)](#)  
**Cc:** [Leif Stavig](#)  
**Subject:** RE: Avalanche zone  
**Date:** Friday, January 16, 2015 12:26:02 PM

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Sam,

Thank you for taking the time to talk with me this morning and clarifying a few things for me on your request.

So, as we discussed, with respect, this is a City issue.

First, per your clarification of the location of the said property, the property was not part of the DR-1316 Presidential Disaster Declaration.

Second, as such, due to the property not being deed restricted as a part of the DR-1316 event, neither the State or FEMA have any say in how the City zoning, codes and ordinances are applied.

Third, as the property exists in a "Blue" or Moderate Hazard Zone and outside of the "Red" or High Hazard Zone, the FEMA CFR Part 80.19 and 44 CFR 206.434 does not apply to this property.

Thank you for checking with us and including us in the discussion of this issue.

Should you need any other assistance, please feel free to contact us at any time.

Take Care, Brent

Brent A. Nichols, EMSII, CFM  
Emergency Management Specialist (EMS) II & Certified Floodplain Manager (CFM)  
Department of Military and Veterans Affairs (DMVA)  
Division of Homeland Security and Emergency Management (DHS&EM)  
P.O. Box 5750  
JBER, AK 99505-5750  
Phone: (907) 428-7085 Fax: (907) 428-7009 Toll Free: (800) 478-2337  
E-mail: [brent.nichols@alaska.gov](mailto:brent.nichols@alaska.gov) Website: [www.ready.alaska.gov](http://www.ready.alaska.gov)

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**From:** Sam Greenwood [<mailto:planning@cityofcordova.net>]  
**Sent:** Friday, January 16, 2015 11:04 AM  
**To:** Gravier, Ann Y (MVA); Petty, Ervin A (MVA)  
**Cc:** Nichols, Brent A (MVA); Leif Stavig  
**Subject:** RE: Avalanche zone

Hi all

Just checking in with you on the avalanche zoning contact with FEMA. I know you all have a lot going on and we are willing to help in any way we can but not sure how to move forward. We have a time frame that we would like to meet, our next Planning and Zoning meeting is February 10<sup>th</sup> and we would like to have the code change on that meeting for approval, if possible. The code change would have to be approved by P&Z and City council, once that occurred there would be a 30 day appeal period before the code would become effective. That starts pushing us into the spring when the land owner would like to start advertising and booking for summer months. I will be out of town next week but Leif who is the assistant planner and CC will be in the office and available to answer any questions that may come up. Thanks for your help and time

Leif's number is 424-6220 or email [planning2@cityofcodova.net](mailto:planning2@cityofcodova.net)

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**From:** Gravier, Ann Y (MVA) [mailto:ann.gravier@alaska.gov]  
**Sent:** Thursday, January 08, 2015 8:57 AM  
**To:** Petty, Ervin A (MVA); Sam Greenwood  
**Cc:** Nichols, Brent A (MVA)  
**Subject:** RE: Avalanche zone

Happy New Year Sam,  
As the Grant applicant (Cordova's the subapplicant), we would be happy to facilitate a discussion with Region X on this for you if needed. I'd like to discuss this with Brent when he gets back to the office next week. Will that be ok?  
Please advise.  
Thanks  
Ann

Ann Y. Gravier  
State Hazard Mitigation Officer  
Department of Military and Veterans Affairs (DMVA)  
Division of Homeland Security and Emergency Management (DHS&EM)  
P.O Box 5750  
Fort Richardson, AK 99505-5750  
907-428-7045

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**From:** Petty, Ervin A (MVA)  
**Sent:** Wednesday, January 07, 2015 8:54 AM  
**To:** [planning@cityofcordova.net](mailto:planning@cityofcordova.net)  
**Cc:** Gravier, Ann Y (MVA); Nichols, Brent A (MVA)  
**Subject:** RE: Avalanche zone

Happy New Year Sam,

I have fwd'd your email to Ann Gravier our State Hazard Mitigation Officer and Brent Nichols. I'm pretty sure I know the answer to this but they can give you the correct guidance and a name at FEMA 10.

Ann - can you or Brent assist Sam with this request?

Erv

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**From:** Sam Greenwood [mailto:[planning@cityofcordova.net](mailto:planning@cityofcordova.net)]  
**Sent:** Wednesday, January 07, 2015 8:45 AM  
**To:** Petty, Ervin A (MVA)  
**Subject:** Avalanche zone

Hi Erv

I hope you had a great Holiday. Mine was quiet and the time off was great. I am looking for a contact at FEMA who I can talk about the avalanche zoning code that was enacted after the avalanche in 2000. I have a request to have a bed and breakfast only during the summer but currently as the code is written this would not be allowed. I would like to change the code to allow this seasonal commercial activity but thought I should talk with FEMA first. I just have no idea who I would talk to and was hoping you could help me out with a name and email.

Are you going to be in Fairbanks for the training the week of the 21<sup>st</sup>? Not sure how excited I am to go to Fairbanks but looking forward to the training and a break from Cordova.

Hope all is well with you and your family.

Sam

**Samantha Greenwood**  
**City Planner**  
**City of Cordova**  
**PO Box 1210**  
**Fax 907-424-6000**  
**Phone 907-424-6233**

**CITY OF CORDOVA, ALASKA  
PLANNING COMMISSION  
RESOLUTION 15-03**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,  
ALASKA, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF CORDOVA,  
ALASKA TO CHANGE CORDOVA MUNICIPAL CODE CHAPTER 18.35 AVALANCHE  
DISTRICT TO ALLOW BED AND BREAKFASTS IN THE BLUE ZONE AND TO ADD THE  
REQUIREMENT FOR A CONDITIONAL USE PERMIT FOR COMMERCIAL USES IN THE  
BLUE ZONE**


**WHEREAS**, the City of Cordova's Planning Commission has determined that amending the avalanche code to allow commercial uses is a benefit to the City and the citizens of Cordova; and

**WHEREAS**, the City of Cordova's Planning Commission has determined that the proposed amendments are in accordance with the purpose of the chapter; and

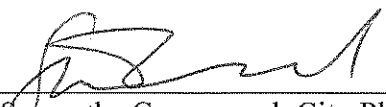
**WHEREAS**, the Planning Commission would like to recommend to City Council to accept the amendments to Chapter 18.35 Avalanche District.

**NOW, THEREFORE BE IT RESOLVED THAT** the Planning Commission of the City of Cordova, Alaska hereby recommends to the City Council of the City of Cordova, Alaska to change Cordova Municipal Code Chapter 18.35 Avalanche District to allow bed and breakfasts in the blue zone and to add the requirement for a Conditional Use Permit for commercial uses in the blue zone.

**PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF FEBRUARY, 2015**

  
\_\_\_\_\_  
John Greenwood, Co-Chair

ATTEST:

  
\_\_\_\_\_  
Samantha Greenwood, City Planner

**18.72.080 - Effective date.**

No ordinance of the city council affecting an amendment, supplement, change or classification, repeal of regulations or restrictions, the boundaries of districts or classifications of property shall become effective until after a public hearing in relation thereto at which parties in interest and citizens shall have an opportunity to be heard. At least fifteen days' notice of the time and place of such hearing shall be published in a paper of general circulation in the city. When the proposed amendment covers a change in the boundaries of a district, notice to owners of property shall be given in the manner above prescribed for variances.

*(Prior code § 15.223 (G)).*

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

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DATE: February 25, 2015

TO: Mayor and City Council

SUBJECT: Resolution 03-15-11

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Council members Carpenter and Reggiani have asked for this resolution to be put before Council. Kristin Carpenter provided this background information:

**Background:**

The specific background is that stocks of large, fishable halibut have been declining in the Bering Sea. In November, the North Pacific Fisheries Management Council voted not to pass an emergency by-catch reduction, and as a result, Bering Sea halibut fishermen now stand to receive 7% of the total allowable catch, with the remaining 93% of halibut going to trawl by-catch. This will effectively kill the directed fishery for the year unless changes are made.

The general background will probably be more familiar to you. As you know, the North Pacific Fisheries Management Council is the primary organization that governs allocations of the Total Allowable Catch to different kinds of fishermen across different fisheries. The make-up of the NPFMC is designed to give Alaska a controlling stake in these kinds of fishery management decisions, but in recent years, millions of dollars of Seattle trawler lobbying money has compromised Alaska's ability to lead on the council and protect its fishermen.

This has led to failures to reduce unsustainable bycatch of chinook and chum salmon by trawlers, shifting the observers from the NPFMC's accountability program off of trawl boats and onto small hook and line boats, and most recently, it has led to halibut bycatch in the Bering Sea getting prioritized over the allocation to the directed fishery. In other words, if the Council doesn't change the limits, local fishermen will spend the summer sitting on the shore watching trawlers catch their halibut and throw it over the side - mostly dead. In November, the Alaskan delegation to the failed to get an emergency bycatch reduction passed, despite having a majority on the Council.

2 of the Alaskan council-members who've most frequently compromised are up for reappointment in March. Our goal is to use the Bering Sea crisis as the locus for a series of public and private messages to the Governor's administration. So, resolutions from local communities help build a general case to the Governor about how his administration should lead on fisheries issues. Shoring up Alaska's representation on the Council will establish a team that Sam Cotten and the administration can consistently rely on to pursue long-term policy goals. But also, by publicly making these appointments about local vs. out of State interests, we send a message to council-members that their decisions are watched by the public and build political momentum for Alaskan fishermen.

Suggested Motion: Move to approve Resolution 03-15-11.

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

**CITY OF CORDOVA, ALASKA  
RESOLUTION 03-15-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA  
REQUESTING THAT THE NORTH PACIFIC FISHERY MANAGEMENT COUNCIL  
REDUCE HALIBUT BYCATCH LIMITS IN THE BERING SEA AND GULF OF ALASKA  
TRAWL FISHERIES BY LOWERING HALIBUT PROHIBITED SPECIES CATCH CAPS  
BY NOT LESS THAN 50% OF THE CURRENT LIMITS IN THE BERING SEA AND BY  
NOT LESS THAN 35% IN THE GULF OF ALASKA AND**

**REQUESTING THAT THE NORTH PACIFIC FISHERY MANAGEMENT COUNCIL  
REDUCE SALMON BYCATCH BY LOWERING THE CHINOOK SALMON CAP FOR THE  
BERING SEA POLLOCK FISHERY BY NOT LESS THAN 60% IN TIMES OF LOW  
ABUNDANCE AND**

**REQUESTING THAT GOVERNOR WALKER MAKE HIS NOMINATIONS OF  
ALASKANS TO SERVE ON THE NORTH PACIFIC COUNCIL IN KEEPING WITH THE  
"ALASKA FIRST" PRINCIPLES OF FISHERIES MANAGEMENT THAT PROTECTS  
OUR FISHERY RESOURCES AND THE FISHERMEN AND FISHING COMMUNITIES  
DEPENDENT ON THOSE RESOURCES**

**WHEREAS**, the halibut and Chinook salmon fisheries are of critical importance to Alaska's subsistence, sport, and commercial fishermen; and

**WHEREAS**, coastal communities in Alaska depend on Alaska's salmon and halibut resource for sustenance, recreation, and livelihood; and

**WHEREAS**, the abundance of North Pacific halibut and most Chinook salmon stocks in Alaska has declined significantly over the past two decades; and

**WHEREAS**, Chinook salmon bycatch caps in the Bering Sea Pollock fishery are currently set at a level far above actual bycatch or recent averages; and

**WHEREAS**, the commercial catch limits for halibut in the Gulf of Alaska and Bering Sea have been reduced by 70% over the past decade in order to conserve halibut stocks; and

**WHEREAS**, the daily halibut catch available to charter clients in the Gulf of Alaska has been reduced by 50% in some areas; and

**WHEREAS**, halibut bycatch limits for trawl fisheries operating in the Gulf of Alaska have been reduced by only 15% over the same time period; and

**WHEREAS**, observer coverage of Gulf of Alaska trawl catch fell 50% between 2013 and 2014; and

**WHEREAS**, halibut bycatch limits for trawl fisheries operating in the Bering Sea have not been significantly reduced for 30 years; and

**WHEREAS**, trawl bycatch of halibut in the central Bering Sea is now more than 10 times the catch allocated to historic halibut harvesters in the area.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Cordova, Alaska hereby requests immediate action by the North Pacific Fishery Management Council to reduce halibut bycatch in the Gulf of Alaska and Bering Sea trawl fisheries by not less than 35% in the Gulf of Alaska and not less than 50% in the Bering Sea; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Cordova, Alaska hereby requests final action in April by the North Pacific Fishery Management Council to reduce salmon bycatch by lowering the Chinook salmon cap for the Bering Sea Pollock fishery by not less than 60% in times of low abundance; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Cordova, Alaska hereby requests immediate action by the North Pacific Fishery Management Council to increase observer coverage on Gulf of Alaska trawlers to 100% and to maintain observer coverage on Bering Sea trawlers at not less than 100%; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Cordova, Alaska hereby requests Governor Walker make his nominations of Alaskans to serve on the North Pacific Council in March in keeping with the "Alaska first" principles of fisheries management that protects our fishery resources and the fishermen and fishing communities dependent on those resources; and

**BE IT FURTHER RESOLVED** that copies of this resolution shall be sent to all members of the North Pacific Fishery Management Council, the Honorable Bill Walker, Governor of Alaska, members of the Alaska State Senate and House, the Alaska Congressional Delegation, and regional Tribal entities within the State of Alaska.

**PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF MARCH, 2015**

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Jim Kacsh, Mayor

ATTEST:

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Susan Bourgeois, CMC, City Clerk



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

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DATE: February 25, 2015  
TO: Mayor and City Council  
SUBJECT: Resolutions 03-15-12 & 03-15-13

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Council directed the City Attorney to prepare these resolutions during discussion at the February 18, 2015 regular council meeting. These two resolutions call the special election and then place the charter change on the ballot as proposition one.

These have been placed in the Consent Calendar because they have already been discussed as mentioned above. Code requirements regarding advertising deadlines, etc. have been taken into account by the Attorney and Clerk and therefore the date has been set as May 12 – the reason for the 12th was that a Tuesday seemed logical as people are used to Tuesday Elections. If Council has a concern with the date, it would be appropriate to pull the resolution from the consent calendar and amend the date as Council so desires.

City Attorney Holly Wells also offered her comments as follows:

Attached please find a resolution calling a special election on May 12, 2015 and a resolution placing a proposition on the ballot at that special election amending Section 3-9 of the City Charter. After reviewing the Charter and Title 15 of the City Code, I revised the charter to provide Council with greater flexibility in managing Cordova Community Medical Center and any other City-owned healthcare facilities. The purpose of the revisions was to provide Council with the ability to explore alternate management approaches, such as the establishment of a public corporation or more comprehensive reliance on an outside management company.

Suggested Motion: Move to approve Resolution 03-15-12; Move to approve Resolution 03-15-13

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

**CITY OF CORDOVA, ALASKA  
RESOLUTION 03-15-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
CALLING A SPECIAL ELECTION TO BE HELD IN THE CITY ON TUESDAY, MAY 12,  
2015, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY  
A PROPOSITION AMENDING ARTICLE III SECTION 9 OF THE CITY OF CORDOVA  
CHARTER TO APPLY THAT CHARTER SECTION TO ALL CITY-OWNED  
HEALTHCARE FACILITIES, PERMIT CITY COUNCIL TO GOVERN MANAGEMENT OF  
CITY-OWNED HEALTHCARE FACILITIES BY ORDINANCE, AND ELIMINATE THE  
REQUIREMENT FOR A SEPARATE HEALTHCARE FACILITIES SERVICES BOARD**

**WHEREAS**, Article III, Section 9 of the City of Cordova Charter provides that healthcare facilities operated by the City of Cordova (“City”), including the hospital, shall constitute, or be a part of, an administrative department and that these facilities shall be under the administrative supervision and control of a board established by ordinance and appointed by the Council; and

**WHEREAS**, it is in the City’s best interest to expand the options available to City Council to govern healthcare facilities owned by the City in order to ensure public access to quality healthcare and the availability of alternative management structures for all City owned healthcare facilities; and

**WHEREAS**, City Charter Section 10-9 provides that the council by resolution shall call a special election, and submit questions to the voters at the special election when it is called or later; and

**NOW, THEREFORE, BE IT RESOLVED THAT**

Section 1. A special election in and for the City is called for Tuesday, May 12, 2015, at which there shall be submitted to the qualified voters of the City (i) a proposition amending Article III Section 9 of the City Charter to apply City charter to all City-owned healthcare facilities, permit City Council to establish management of City-owned healthcare facilities by ordinance and to eliminate the requirement for a separate board managing City owned healthcare facilities, and (ii) other matters to be determined by the Council.

Section 2. The City Clerk is authorized and directed to prepare for and conduct the special election in accordance with the City Charter and Code.

**PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF MARCH, 2015**

\_\_\_\_\_  
Jim Kacsh, Mayor

ATTEST:

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

**CITY OF CORDOVA, ALASKA  
RESOLUTION 03-15-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA  
AUTHORIZING THE CITY TO SUBMIT TO THE QUALIFIED VOTERS OF THE CITY AT THE  
MAY 12, 2015 SPECIAL CITY ELECTION THE QUESTION OF AMENDING ARTICLE III,  
SECTION 9 OF THE CITY OF CORDOVA CHARTER TO PERMIT CITY COUNCIL TO  
ESTABLISH MANAGEMENT OF CITY-OWNED HEALTHCARE FACILITIES BY ORDINANCE  
AND TO ELIMINATE THE REQUIREMENT FOR A SEPARATE HEALTHCARE FACILITIES  
SERVICES BOARD**

**WHEREAS**, Article XIII, Section 1 of the Charter of the City of Cordova, Alaska provides that the council by resolution may propose and submit or provide for the submission of charter amendments to the qualified voters of the City at any regular or special election held not less than two months after passage of the resolution; and

**WHEREAS**, Article III, Section 9 of the Charter of the City of Cordova provides that city-operated healthcare facilities, including the hospital, shall constitute, or be a part of, an administrative department and that these facilities shall be under the administrative supervision and control of a board established by ordinance and appointed by the Council; and

**WHEREAS**, the City Council is currently exploring management options for City-owned healthcare facilities that would provide the greatest quality care and believes it is in the City's best interest to have as many management options as possible available to it, including options that would require dissolution of the Health Services Board and/or removal of City-owned healthcare facilities from the management of other administrative departments; and

**WHEREAS**, it is in the best interest of the City to amend Article III, Section 9 of the City Charter to 1) apply to all City-owned healthcare facilities; 2) remove language requiring a separate board to manage City-owned healthcare facilities; and 3) to permit Council to remove, via ordinance, City-owned healthcare facilities from City administration.

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

Section 1. The City shall submit the following proposition to the qualified voters of the City at the special election to be held in the City on Tuesday, May 15, 2015. The proposition must receive an affirmative vote from a majority of the qualified voters voting on the question to be approved.

**PROPOSITION NO. 1  
AMENDMENT OF THE CITY OF CORDOVA CHARTER  
ARTICLE III, SECTION 9 CONCERNING MANAGEMENT OF HEALTHCARE FACILITIES  
OWNED BY THE CITY OF CORDOVA**

Shall Article III, Section 9 of the City of Cordova Charter be amended to read as follows?

Section 3-9. City-Owned Healthcare Facilities.

The city-owned hospital and all other city-owned healthcare facilities shall constitute, or be a part of, an administrative department unless the Council determines otherwise via ordinance.

Section 2. The proposition, both for paper ballots and machine ballots, shall be printed on a ballot which may set forth other propositions, and the following words shall be added as appropriate and next to a space provided for marking the ballot for voting by hand or machine:

PROPOSITION NO. 1

Yes ☐  
No ☐

Section 3. This resolution becomes effective upon adoption by the Council and the proposed charter amendment shall become effective upon approval of a majority of the voters pursuant to City Charter Section 13-1.

**PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF MARCH, 2015.**

\_\_\_\_\_  
Jim Kacsh, Mayor

ATTEST:

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

DRAFT

## CHARTER OF THE CITY OF CORDOVA, ALASKA

### **Section 3-9. - Hospital.**

The city-operated hospital and all other city-operated health care facilities shall constitute, or be a part of, an administrative department; and shall be under the administrative supervision and control of a board established by ordinance and appointed by the Council.

**CITY COUNCIL REGULAR MEETING  
FEBRUARY 04, 2015 @ 7:00 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kacsh* called the Council Regular Meeting to order at 7:00 pm on February 04, 2015, in the Library Meeting Room.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**C. ROLL CALL**

Present for roll call were *Mayor James Kacsh* and Council members *Bret Bradford*, *Dave Reggiani* and *James Burton*. Council members *Kristin Carpenter*, *Tim Joyce* and *Tom Bailer* were present via teleconference. Council member *Hayley Hoover* was absent. Also present were Student Council Representative *Ashley Reece*, City Clerk *Susan Bourgeois* and City Manager *Randy Robertson*.

**D. APPROVAL OF REGULAR AGENDA**

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

Vote on motion: 6 yeas, 0 nays, 1 absent (Hoover). Bradford-yes; Burton-yes; Joyce-yes; Carpenter-yes; Bailer-yes and Reggiani-yes. Motion was approved.

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

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

1. Guest Speaker - none

2. Audience comments regarding agenda items

*Randy Robertson* of 400 Fourth Street spoke as a citizen not as the City Manager. He spoke of the turmoil at CCMC and brought everyone back to the important matter which is the letter from DHSS of April 10, 2014 citing many instances (90 findings) of the facility not being in compliance. He said that people have been invited to come up here and change a culture and he asked Council as the leaders of this community, to remember that so that we can get better and not have these deficiencies in the future.

*Kris Johnston* of 903 Lefevre, read comments into the record regarding CCMC. She spoke about varied boards she has served on and mentioned that boards should address funding and budgets, etc., but not the day-to-day doings of the agency that the board oversees.

*Kevin Byrd* of 701 Lake Avenue read a letter he wrote that was signed by 27 employees of CCMC. It said the undersigned were committed to Cordova and were pleased with the direction the CEO, DON and Providence were heading. He said it was signed by 27 CCMC employees and the signatures were gathered in a 24 hour time-frame.

*Paul Kelly* Bayside Storage said he has submitted a proposal that meets all the criteria for development of an available lot down by his current business. He said 4 other times his proposal for the same was chosen. He said this time it was not chosen – he thought his was the best proposal. He resubmitted his proposal and then the discussion ensued about whether or not to even have the lot as available. He was confused. He asked Council to consider his proposal not as was stated by the Planning Commission.

*David Roemhildt* of Mile 6 CRH, he was speaking to his request for an extension to the performance deadlines for Lots 3 & 5 South Fill. It will be discussed by Council tonight in executive session and he said he could complete the proposed building on Lot 5 by Nov. 1 2015 and on Lot 3 by Nov. 1, 2016.

*Mark Frohnafel* of 828 Woodland Drive, he had asked for a copy of the Craciun Report (which was arrived at after the town meeting, etc. regarding health care). He said 95% of the people in Cordova said health care in Cordova was important and the overwhelming result was that City Council and/or HSB doesn't need to run it. He said the community has spoken, this isn't too outdated, management of the hospital needs to be from someone from the outside.

**Wendy Ranney** of 2500 Orca Road, said she uses Facebook and other social media, especially for her business and finds it very useful. She had questions about CCMC and she went to the Mayor and City Council and got a lot of answers. She expressed her opinion that the HSB and the City Council should not be managing the facility – she believed that was the consensus of the meetings before Providence was contracted to manage the facility. She posted things on Facebook to get the conversation rolling because many people feel comfortable speaking in that way, she was upset by the dirty laundry that was aired, that wasn't her intent.

**Sean McCallister** of Providence Health and Services Alaska was mostly on the line to listen tonight but also stated that CCMC is in a cultural transformation and the majority of the employees there have embraced this.

**Dr. Blackadar** is scheduled to arrive in one month and he has significant medical training and experience and he's been fully vetted by the medical center team and the AK state medical board. He is leaving a successful practice in Washington to pursue a dream to work and live in Alaska and we are lucky to have such talent wanting to come to rural Alaska.

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

**Burton** said Harbor Commission had a workshop today down at the shipyard to discuss some building plans down there and that should come before Council at our next meeting.

**Carpenter** reported for the HSB, she wanted to reiterate what **Sean McCallister** had said about a month or more ago about the morale at the medical center being better but that the change in culture doesn't happen overnight. She said that the City did receive a letter after the last Council meeting and before this meeting from Providence and it may have led some people to believe that Council was hiding something from the public. It was just the timing of the letter and the fact that Council hasn't met since then and the articles that she was quoted in in the newspaper are accurate. She asked people to not contribute to a culture of rumors.

**Stephen Sundby** was present and was asked to speak. He stated that there are seventy-some employees at the hospital who are accepting the changes and moving forward; there had been a bad review of the facility and they are remedying that. He said there were a few employees that didn't want to and they have moved on.

**Robertson** said regarding Parks and Rec that Iceworm ball games are going great – they were playing until 11pm or later last night. **Bourgeois** mentioned that Parks and Rec met last week and elected a new chair and it is **Wendy Ranney**.

Planner **Sam Greenwood** said **Planning and Zoning** was busy at their last meeting – there are land disposal maps, land disposal requests, before Council tonight.

**4. Student Council Representatives** **Ashley Reece** reported that Student Council was working really hard on Homecoming which will be February 21. **Bhren Peña** and **Megan Reggiani** will be going to Juneau this coming Friday. She said they have been doing lots of fundraising.

## **G. APPROVAL OF CONSENT CALENDAR**

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

Between council members **Reggiani** and **Joyce**, items 1, 3, 4, 5, 6 & 7 were pulled and placed under L and after item 15.

~~1. Ordinance 1122 an ordinance of the City Council of the City of Cordova, Alaska, amending section 3.12.025 of the Cordova Municipal Code regarding City Council meetings time for recess or adjournment~~

~~2. Resolution 02-15-09 a resolution of the City Council of the City of Cordova, Alaska supporting the reinstatement of a full \$60 million into the revenue sharing fund on a yearly basis with a one-year appropriation of \$8 million to the fund with an effective date prior to June 30, 2015~~

~~3. Council adoption of 2015 Land Disposal Maps~~

~~4. Council decision on land disposal for Lot 2, Block 7 North Fill Development Park~~

~~5. Council decision on land disposal for Lot 4A, Block 5 North Fill Development Park Addition No. 2~~

~~6. Council decision on land disposal for portions of Lots 12, 13 and 14 Block 6, USS 2981 A&B~~

~~7. Council decision on land disposal for Lot 13, Block 12 Original Townsite~~

8. Record excused absence for James Burton from the January 21, 2014 Regular Meeting

Vote on Consent Calendar: 6 yeas, 0 nays, 1 absent (Hoover). Carpenter-yes; Joyce-yes; Bailer-yes; Burton-yes; Reggiani-yes and Bradford-yes. Consent calendar was approved.

## H. APPROVAL OF MINUTES

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

### 9. Regular Meeting Minutes 01-21-15

Vote on motion: 6 yeas, 0 nays, 1 absent (Hoover). Bradford-yes; Burton-yes; Joyce-yes; Carpenter-yes; Bailer-yes and Reggiani-yes. Motion was approved.

## I. CONSIDERATION OF BIDS – none

## J. REPORTS OF OFFICERS

10. Mayor's Report – **Mayor Kacsh** mentioned that he and the Chief have gotten together and hope to have the first reading of an ordinance before Council at the March 4 meeting regarding public use of marijuana. He also sat in on a teleconference meeting of the AK Conference of Mayors regarding E-911 tariffs.

11. Manager's Report – **Robertson** reported that 4Q sales tax was down about \$40K from the year before. On a positive note, he and **Stavig** had attended an Alaska Bond Bank meeting via teleconference and it was a unanimous vote on the refinance and overall the sentiment was that Cordova was in pretty good shape financially. He complemented the Water Department and the Streets Department for handling the large water main break issue so quickly and efficiently last Tuesday night.

a. Cordova Center update report - **Rogers** said February 9 is the date we will have the prototype window on site or a couple of days afterwards. MRV handling over 107 RFIs due to meticulous attention to detail on the contractors part and due to a difficult design- he is not worried about it though. A few things that may add to budget or time are the following: fire-dampers, folding partitions, elevator mods – shaft will need to be modified and its concerning because it is structural steel. **Sherman** added that since her report was written the fundraising for Cordova Center has received another \$10K (\$5K from CEC and \$5K from Cobank) which is a company affiliated with CEC and we thank them for those donations. She added that there was a great tour that **Weston Bennett** conducted today with Cordova's pastoral community – she encourages people to come for a tour, it is changing every day – takes about an hour.

12. Clerk's Report – **Bourgeois** mentioned that March 3 election is quickly approaching. She said for Council Seat D she has received declarations of candidacy from **Robert Beedle** and **David Allison**; for Council Seat E – so far declared are **Stephen Phillips**, Josh Hallquist and Bob Behrends and for School Board so far: **Dan Reum**, **Pete Hoepfner** and **Bret Bradford**. She said that absentee by mail applications are available, she's received about 5 so far and will mail those out next week after she's prepared the ballot. February 17 begins the absentee in person voting which will be at City Hall M-F 8am – 5pm.

## K. CORRESPONDENCE

13. Email of 01-27-15 from Wendy Ranney regarding Providence

14. Roemhildt letter of 01-28-15 regarding extension on substantial completion for Lots 3 & 5, Block 2 South Fill

**Reggiani** thanked **Wendy Ranney** for her letter, he encouraged her and others to please keep asking questions. He said he could answer some of her questions: the short of it is that Providence is still managing CCMC, he said they did provide a notice to terminate the agreement, so by end of July (180 days) they will no longer be managing the facility. He said as far as hiring the doctor, that is Providence's purview, they are in charge of the medical staff. Providence selected an administrator and the way the contract reads is that City Council will review that selection and approve that selection. **Reggiani** went on to explain that Council did approve that selection, 3 months ago and Providence has been trying to negotiate with that candidate to make that a full-time appointment. **Reggiani** said, so right now **Dr. Sundby** is in an acting role and there has been a lot of confusion surrounding that but Providence is still managing the hospital.

**Bradford** said he has comments regarding **Wendy's** letter too. He said that when Providence was hired as the management company, City Council kind of backed away and let them have it; we were excited to let them



run the hospital. **Bradford** said maybe that was a mistake that Council didn't hold them tighter to the contract. **Bradford** said the confusion began 3 months ago when Council accepted Providence's choice of **Dr. Sundby** in the administrator role and then Providence began negotiations with him. He figured that this occurred three months ago and a company as big as Providence and the professional choice – he figured that the retirement issue could be worked out but that doesn't appear to be the case as they do not have a signed agreement between the two as of yet. **Bradford** opined that the solution now might be that City Council rescind Resolution 11-14-45 which was support of that nomination. That would put the ball back in Providence's court to hold up their end of the contract.

**M/Bradford S/Reggiani** to rescind Resolution 11-14-45 a resolution of the City Council of the City of Cordova, Alaska approving Providence's selection of Dr. Stephen Sundby as Chief Executive Officer/administrator of the Cordova Community Medical Center (CCMC).

**Joyce** called "point of order" – he claimed that this was not an agenda item and that if Council wanted to act on this they could choose to put it on the next agenda but this was not advertised as being on tonight's agenda.

**Mayor Kacsh** deferred to **City Clerk Bourgeois**. **Bourgeois** asked for a short recess to ensure Council was acting appropriately. With no objection, **Mayor Kacsh** called for a 5 minute recess at 8:04 pm. At 8:10 pm, the meeting was called back to order.

**Bourgeois** said that the motion to rescind was proper, and that it takes a 2/3 vote to approve a motion to rescind therefore, 5 yeas would be required. **Joyce** said his point of order was that this wasn't on the agenda and that it would therefore, need a 2/3 vote. **Bourgeois** agreed, as she had previously stated, 2/3 vote would allow this to be rescinded tonight. **Mayor Kacsh** said the motion was before them, now, i.e. the motion to rescind Resolution 11-14-45 and now he would open it up to discussion on that motion.

**Bradford** said he wants third party management. He thinks the interim is doing a great job but he wants third party management, as do the people and they have expressed that clearly to Council. **Reggiani** agrees, he said it's been in Providence's hands for three months. The contract clearly states Providence will select an administrator and Council will approve the selection and Providence is bound to manage the facility. In these three months, Council has been waiting for Providence to reach an agreement with **Sundby**, but the letter Providence gave Council on January 22 basically said an agreement couldn't be reached. **Reggiani** believes its Providence's task to employ an administrator, then they must go back and bring us another selection. This is a major provision of their contract with the City and they need to come into compliance on this. **Joyce** said he appreciates the discussion, he thinks its well-founded and worthy of Council discussion, his concern is that members of the public might have no idea what is going on here. He believes it's a disservice to the community to act on this tonight. He thinks the public needs the time to be able to weigh in on this. **Bradford** said he would agree to withdraw this motion and at Pending Agenda, Council can direct staff to bring this back at the next regular meeting. **Carpenter** said she does agree that the motion to rescind was premature especially considering that there will be an executive session on this topic later tonight. **Bailer** said he does understand that some of this does need to be discussed in executive session but he is glad that the public can hear some of this conversation that they are having now. **Burton** said he wants to say that he doesn't lack confidence in **Dr. Sundby** and believes that he is great for the job but that we have run into some unforeseen consequences as a result of Council's approval of Providence's selection which came to light when we got the letter from Providence. He agrees with a publicly noticed agenda item for the next packet. **Bradford** and **Reggiani** agreed to withdraw the motion and bring it up at Pending Agenda.

## **L. ORDINANCES AND RESOLUTIONS**

**14a. (1.)** Ordinance 1122 an ordinance of the City Council of the City of Cordova, Alaska, amending section 3.12.025 of the Cordova Municipal Code regarding City Council meetings time for recess or adjournment

**M/Joyce S/Reggiani** to adopt Ordinance 1122 an ordinance of the City Council of the City of Cordova, Alaska, amending section 3.12.025 of the Cordova Municipal Code regarding City Council **Bradford** said he is happy with their choice of administrator, meetings time for recess or adjournment.

**Joyce** said that he appreciates the **Mayor's** concern but he feels like there will be times when they will bump up to the 10 pm hour especially when in the summer they occasionally go to one meeting per month. **Bradford** said if there is City business to take care of, then so be it; stay as long as it takes. He won't support this. **Reggiani** appreciates the **Mayor** bringing this forward too. He believes that no matter what curfew you set you will be pushed up against it. He thought having a goal to be done by ten pm would be a good idea. **Bailer** agreed.

Vote on motion: 0 yeas, 6 nays, 1 absent (Hoover). Bradford-no; Reggiani-no; Bailer-no; Carpenter-no; Joyce-no and Burton-yes. Motion failed.

#### **M. UNFINISHED BUSINESS - none**

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

**15. Council concurrence of Mayor's appointments to Planning and Zoning and Parks and Recreation Commissions**

**M/Reggiani S/Bradford** to concur with **Mayor Kacsh's** appointments of **Mark Frohnapfel** to the Planning and Zoning Commission and **Kara Johnson** and **Dave Zastrow** to the Parks and Recreation Commission.

Vote on motion: 6 yeas, 0 nays, 1 absent (Hoover). Carpenter-yes; Burton-yes; Bradford-yes; Bailer-yes; Reggiani-yes and Joyce-yes. Motion was approved.

**15b. (3.) Council adoption of 2015 Land Disposal Maps**

**M/Reggiani S/Joyce** to adopt the 2015 Land Disposal Maps.

**Joyce** thanked Planning and Zoning and the Planning staff and he had 2 comments; the first is the lot out by Orca which might be needed for a pipeline or pumphouse or something regarding City water in reference to the joint project underway between the City and CEC about using crater lake as a water source. He opined that maybe that piece should be unavailable at least for the next year or two as that possibility is explored. Council went back and forth as to whether it was necessary to change this or really to act in a way that it were unavailable if anyone were to try to propose on that lot.

**Bradford** asked about the impound lot which is listed as available. He asked staff as to the status over time of this lot. **Greenwood** said it was not available for a long time until last year when it was made available. **Robertson** added that operationally, the Police Department had been using it as the impound lot and they can do without it as such.

**M/Joyce S/Bailer** to amend the maps by making the Orca Road lot unavailable.

Vote on motion to amend: 6 yeas, 0 nays, 1 absent (Hoover). Bradford-yes; Reggiani-yes; Carpenter-yes; Joyce-yes; Bailer-yes and Burton-yes. Amendment was approved.

**Joyce** said he wished that there was a way to show that a portion of the large lot that includes the cemetery on Power Creek Rd. could be shown as unavailable. Even if the portion of that lot is available, he just wishes that it was delineated in some way on the land disposal maps. Council opined that this could be done without a motion – just by direction to staff to insert that into the maps.

**M/Joyce S/Bailer** to amend the maps by showing the cemetery portion as unavailable.

Vote on motion to amend: 6 yeas, 0 nays, 1 absent (Hoover). Joyce-yes; Burton-yes; Reggiani-yes; Carpenter-yes; Bradford-yes and Bailer-yes. Amendment was approved.

**M/Joyce S/Bailer** to amend the land disposal maps by making Lot 13 Blk 12 OT unavailable.

**Bailer** said he is in favor of this because he'd rather hear from the public works department, if they are concerned about keeping it a snow dump. **Burton** said he thought it would be ok, because the proposer who got the ball rolling on this lot mentioned allowing the City to use the front portion for a snow dump during the winter season. **Reggiani** said that the commission's discussion on this lot revolved around the fact that there was another snow dump in close proximity and selling this lot wouldn't cause undue hardship on snowplowing activities.

Vote on motion to amend: 1 yea, 5 nays, 1 absent (Hoover). Joyce-no; Bradford-no; Burton-no; Carpenter-no; Bailer-yes and Reggiani-no. Amendment failed.

Vote on main motion with 2 amendments: 6 yeas, 0 nays, 1 absent (Hoover). Bradford-yes; Carpenter-yes; Bailer-yes; Joyce-yes; Burton-yes and Reggiani-yes. Motion was approved.

**15c. (4.)** Council decision on land disposal for Lot 2, Block 7 North Fill Development Park

**M/Joyce S/Bradford** to award the disposal of Lot 2, Block 7, North Fill Development Park to Mobile Grid for the price of \$67,500.

**Joyce** said we had this before us a few meetings ago and the original proposal that had been chosen by the City Council has been withdrawn as has one other proposal so now we are down to 2 proposals. He thinks the best use of this lot is the Mobile Grid proposal. **Bailer** said he will not support this because in the proposal the Mobile Grid owner states "...once we are titled owners... we will go ahead, etc." **Bailer** said that this is not how our disposal process goes anymore as far as guaranteeing performance. If this company needs titled ownership of the land to move ahead with construction, then that won't work. Also, if someone is proposing \$100K for this lot he is not happy to be receiving only \$67,500. **Reggiani** asked staff when we put a lot such as this, out for proposals, do we provide a sample agreement so that proposers would potentially know what they are getting into before clear title, etc. Planner **Samantha Greenwood** said that we have not ever done that in the past. **Reggiani** said we might choose to refer this to staff so that we don't approve this and then wind up in a place where the purchaser is not able to come to terms with the City. **Joyce** said that he agrees that our process is that we lease until they have shown development – if that is an issue, he doesn't know if that is in this instance. **Carpenter** said she wondered why this discussion didn't come up when we were voting to sell the lot to Trident. She also wanted it known that Planning and Zoning Commission recommended disposal to Mobile Grid. **Burton** said it did come up when this was before us last time and there was discussion about how this was to be a disposal by lease. **Bradford** said this is the first step – staff and the party will negotiate from here. **Reggiani** believed it was in everyone's best interest to get more information so he would like to refer this to staff but he won't make that motion yet as he knows **Bailer** has another comment to make. **Bailer** reiterated that they clearly don't understand that they will not be getting clear title before development according to how they wrote their letter so he just wants this crystal clear before we waste staff time on this. **Bradford** said he is not in favor of referring to staff. **Mayor Kacsh** said this is just to get this to the next step, which would be the negotiation, contract, etc. **Burton** said, that helps, as he wanted to know if staff and the proposer were still able to hammer out the details and he is comfortable now knowing that's the case. **Reggiani** said that he believes this is not a responsive proposal because they are obviously not aware that they will not gain clear title before beginning the development. He doesn't see what the harm would be in showing both proposers what our new lease/option disposal method looks like before proceeding with the disposal.

Vote on motion: 5 yeas, 1 nay, 1 absent (Hoover). Burton-yes; Joyce-yes; Bradford-yes; Carpenter-yes; Reggiani-yes and Bailer-no. Motion was approved.

**15d. (5.)** Council decision on land disposal for Lot 4A, Block 5 North Fill Development Park Addn No. 2

**M/Joyce S/Bradford** to direct the City Manager to dispose of Lot 4A, Block 5, North Fill Development Park Addn. No. 2 by requesting sealed proposals to lease or purchase the property.

Vote on motion: 6 yeas, 0 nays, 1 absent (Hoover). Joyce-yes; Bradford-yes; Bailer-yes; Carpenter-yes; Burton-yes and Reggiani-yes. Motion was approved.

**15e. (6.)** Council decision on land disposal for portions of Lots 12, 13 and 14 Block 6, USS 2981 A&B

**M/Joyce S/Burton** to direct the City Manager to dispose of portions of Lots 12, 13 and 14, Block 6, USS 2981 A&B by negotiating an agreement with Brent Davis and Lauren Padawer.

**Joyce** said he had no problems with this and was prepared to dispose of this lot. **Reggiani** said that the Planning and Zoning commission discussion revolved around the term greenbelt. These owners of the adjacent lot basically wanted to limb some trees to get more light on their lot. **Bradford** said we are really trying to micromanage the use of a lot after we sell it here. **Joyce** said he has a concern about us doing this to these lots when we haven't to other lots in the area. **Reggiani** is pointing out that Planning and Zoning did add special conditions to this recommendation.

**M/Reggiani S/Bailer** to refer to staff to better define greenbelt and to potentially work with the adjacent landowners to come up with a thinning schedule.

**Carpenter** said she is all for erosion control. She also felt like we were micromanaging and contradicting ourselves – she mentioned a different case where the City did the tree cutting and this time we are holding the proposed tree-cutting against the proposers. **Bradford** is not in favor of referring back to staff. **Joyce** is also against referring this back to staff to come up with a definition of something we've never put on any other land sale. **Burton** is torn. **Burton** also said that Council could direct the City Manager to keep the spirit of the Planning and Zoning Commission's special conditions in mind while negotiating.

Vote on motion to refer: 1 yea, 5 nays, 1 absent (Hoover). Joyce-no; Bailer-yes; Burton-no; Reggiani-no; Bradford-no and Carpenter-no. Motion failed.

**Joyce** said that after the lengthy discussion he thinks that Council has given direction to the City Manager to proceed giving consideration for a buffer strip for the view shed and take erosion control into consideration.

Vote on main motion: 6 yeas, 0 nays, 1 absent (Hoover). Carpenter-yes; Bradford-yes; Bailer-yes; Burton-yes; Reggiani-yes and Joyce-yes. Motion was approved.

**15f. (7.)** Council decision on land disposal for Lot 13, Block 12 Original Townsite

**M/Reggiani S/Bradford** to direct the City Manager to dispose of Lot 13 Block 12 OT by requesting sealed proposals to lease or purchase the property.

**Reggiani** said that we've already mentioned this one a bit but he'll reiterate that the commission thought there was a close enough snow dump that we shouldn't be precluded from putting this out for proposals. **Joyce** said he is a little nervous to put this one out without all the questions resolved concerning City need for snow removal. **Bailer** said in the interest of time lets move this forward but he is interested in the opinion of **Mr. Howard**.

Vote on motion: 6 yeas, 0 nays, 1 absent (Hoover). Bradford-yes; Reggiani-yes; Bailer-yes; Carpenter-yes; Joyce-yes and Burton-yes. Motion was approved.

**16.** Pending Agenda & Calendar

**Mayor Kacsh** said we will see the resolution on the next meeting that we almost rescinded tonight. We will see that on the next agenda. **Reggiani** would like to have a discussion about our "notice of disposals" policy.

**Bradford** agreed with that and all agreed that we need the second February meeting. **Joyce** also thought we should identify a deposit required with these bids/proposals so only those in earnest will propose. **Bailer** supported what **Joyce** said. **Bailer** said he would like to look further into the flashing speed signs. **Robertson** said that the Whitshed Bike Path project on the STIP will be an agenda item for the February 18 meeting. **Robertson** said he still has April 4 as a confirmed date for the off-site meeting/Council planning retreat.

## **O. AUDIENCE PARTICIPATION**

**Paul Kelly** said he has to ask Council what it is that they just did with the Lot that he put a proposal in to purchase. He said it was already out for proposals not long ago and Council rejected all the proposals so he put in another letter of interest, so what has occurred now? Did Council put it back out for proposals but is just hoping to get others besides his? Is he to believe his proposal won't ever be chosen? **Joyce** explained that an issue had arisen last time concerning our process and so we rejected all proposals and then this time your letter triggered the process to begin again.

**Margarita Moore** the Director of Nursing at CCMC wanted to say that she has been employed there for 6 months and it's been a rocky start but if this hospital is going to succeed, you have the foundation there now. You need to think really hard about that when you decide if **Stephen Sundby** stays on as the CEO.

**Wendy Ranney** thanked Council for answering her questions but twice tonight something she had written was made reference to incorrectly, she said good people have left the hospital she never said the good people have left the hospital, and she never did imply that anyone remaining employed at the hospital was not competent or was incapable.

**David Roemhildt** said he attended tonight hoping there would be a decision tonight on his request and that will be discussed in executive session so he wondered if there would be a decision made tonight or not.

**Kevin Byrd** spoke against the idea of removing **Stephen Sundby** as CEO/administrator at the hospital.

**Jennifer Gibbens** said she was glad that **Mark Frohnapfel** earlier referred to the Gene Craciun report, which was the smaller of 2 massive reports that were produced after the last health care go-around.

**Tiffany Varnadoe** Woodland Drive – CFO at the hospital. She is emotional about some of her co-workers having been attacked. She is concerned because her children in school have been subjected to some of the Facebook nastiness. She was part of the interview team for **Dr. Blackadar** and she said his resume is outstanding.

## **P. COUNCIL COMMENTS**

### **25. Council Comments**

**Burton** thanked people for coming tonight and supporting the hospital and for giving their comments. He said his take on the hospital is that he is responsible to the people who put him in this seat to do what the overwhelming majority of them are telling him to do. They want third party management of the hospital. He thinks to get there we have to take this step back even though he does not disagree that **Dr. Sundby** is the right guy to lead the hospital. We just have to figure out how to get there, we have to figure out the third party management issue.

**Bradford** echoed **Burton** and said we base our decisions on what's best for the community and what the community wants.

**Carpenter** said **Burton** articulated it well; she has nothing further to add.

**Joyce** said that one of the conclusions of the reports regarding health care was to get the politics out of the decision making at the hospital and he said we are injecting ourselves right back into it.

**M/Reggiani S/Burton** for a 3 minute recess. Hearing no objection, **Mayor Kacsh** recessed the meeting from 10:09 until 10:15 pm.

## **Q. EXECUTIVE SESSION**

**M/Reggiani S/Burton** to enter into an executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government, specifically, items 18, 19 & 20 below.

**18. Performance Deed of Trust – Roemhildt, Lots 5 & 3, Block 2 South Fill**

**19. Attorney update concerning legal settlement**

**20. Providence hospital management contract**

Vote on motion: 6 yeas, 0 nays, 1 absent (Hoover). Carpenter-yes; Burton-yes; Bradford-yes; Bailer-yes; Reggiani-yes and Joyce-yes. Motion was approved.

Council entered the executive session at 10:16 pm and reconvened the regular session at 11:00 pm.

**Mayor Kacsh** said in the executive session Attorney's received direction from Council and no action was taken.

## **R. ADJOURNMENT**

**M/Bradford S/Burton** to adjourn. Hearing no objections the meeting was adjourned at 11:00 pm.

Approved: March 04, 2015

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

**CITY COUNCIL REGULAR MEETING  
FEBRUARY 18, 2015 @ 7:00 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Acting Vice Mayor Bret Bradford* called the Council Regular Meeting to order at 7:00 pm on February 18, 2015, in the Library Meeting Room.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

*Acting Vice Mayor Bradford* led the audience in the Pledge of Allegiance.

**C. ROLL CALL**

Present for roll call were Council members *Kristin Carpenter, Bret Bradford, Hayley Hoover* and *James Burton*. Council members *Tim Joyce, Tom Bailer* and *Dave Reggiani* were present via teleconference. *Mayor James Kacsh* was absent. Also present were Student Council Representative *Bhren Peña* and City Clerk *Susan Bourgeois*.

**D. APPROVAL OF REGULAR AGENDA**

*M/Burton S/Hoover* to approve the Regular Agenda.

*Burton* said with Council concurrence he'd ask that item 19 be removed from tonight's agenda, as it is no longer necessary for Council action because *Dr. Sundby* has withdrawn his name for consideration as CEO/hospital administrator. Council concurred.

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

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

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

1. Guest Speaker - none
2. Audience comments regarding agenda items
3. Chairpersons and Representatives of Boards and Commissions (Harbor, HSB, Parks & Rec, P&Z, School Board)  
*Burton* said Harbor Commission would have their next meeting second week in March.  
*Carpenter* reported for the HSB and said that there was a summary of the meeting with Providence in tonight's packet (the press release), we agreed to keep talking about options – we'll be looking at that pretty hard over the next six months – so for people listening she wants everyone to know that Providence is still very much involved and engaged. She said *Stephen Sundby* has withdrawn his name from being considered for the CEO/administrator job, but he is continuing as interim, and we thank and recognize him for that.  
*Bailer* said Planning and Zoning met last week and *John Greenwood* is the new chair and the *Roemhildt* project had to get referred to staff for some concerns, notably parking.  
*Barb Jewell*, School Board President, reported for the board: 1) Cordova High School has been identified as the #2 ranked high school in Alaska by US News and World Report magazine, also in the top 5% in the nation. *Jewell* explained the ranking is based on participation in AP classes and the percentages of students who pass those exams (which are nationally normed exams), and our student: teacher ratio. She also reported that there were three finalists for the superintendent position, one has unfortunately dropped out – so now they are down to 2 and interviews are scheduled for February 26 – 28. *Jewell* said that she, *Rich Carlson* and *Pete Hoepfner* went to the AASB fly-in in Juneau last week and they met with some legislators and as some Council members are also aware, there's a very concerning budget picture. They have made it pretty clear that they will take away the one time funding that they allocated for last year, which was \$102K for the school district this year. They also speak of removing the \$50 increase to the base student allocation and maybe further cuts. *Jewell* said their message to Juneau was that any dollars cut would be programs that Cordova School District could no longer offer. FY16 looks good she said because of very careful planning over the past couple of years but the following two years will be a concern.

4. Student Council Representatives **Bhren Peña** reported that the Homecoming dance will be this Saturday from 9 pm - 12 am at Mt. Eccles, the theme is Hunger Games, and the chaperones will be Miss Palmer, Mr. Werner and Mr. McGreavey.

#### **G. APPROVAL OF CONSENT CALENDAR**

**Acting Vice Mayor Bradford** informed Council that the consent calendar was before them.

5. Resolution 02-15-10 A resolution of the City Council of the City of Cordova, Alaska, supporting full funding for the state of Alaska harbor facility grant program in the FY 2016 state capital budget

6. Council concurrence of the appointment of the 2015 Election Board

7. Council waiving right to protest renewal of liquor licenses: # 747 Loyal Order of the Moose #1266 – Club License, # 954 Reluctant Fisherman Inn – Beverage Dispensary, # 2433 OK Restaurant - Restaurant

8. Record unexcused absence for Hayley Hoover from the February 04, 2014 Regular Meeting

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

#### **H. APPROVAL OF MINUTES - none**

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

#### **J. REPORTS OF OFFICERS**

##### **9. Mayor's Report**

- a. Press Release of 02-12-15 in re City of Cordova and Providence Health & Services Alaska

**Bradford** asked **Reggiani** if he could report further on the trip to Anchorage – the meeting with Providence. **Reggiani** said **Mayor Kacsh** took the lead on putting together the press release; he, **Carpenter** and **Burton** contributed and Providence was included to make it a joint effort. He said the short of it is that Providence and the City Council are going to work on structuring it in a way to continue third party management at CCMC.

##### **10. Manager's Report**

- a. Cordova Center update report – **Rogers** had a written report in the packet and under schedule – the mock up window should be here in a couple of days – today was the first day of window removal. **Chris Gilberto** from Dawson is here today, **Cory Wall**, architect, will be here tomorrow, and an Otis Elevator rep will be here tomorrow. Fire dampers – instead of one we will end up with six – those are being ordered and installed soon, the elevator mods are being worked on, window framing will be worked, and investigating a blockage in a ductal iron/ sewage pipes. **Weston Bennett's** been giving lots of tours – cub scouts today – about 90 people have been through so far. **Rogers** said we are about half way through the 8-month schedule so we are getting really busy now.
- b. Whiteshed Road bike path project – update – **Bradford** said this looks as though the State is looking for a decision from the City as to whether we are still interested in this project or not. The concurrence of Council after some discussion was that while not committing any money right now, they would like to report back to the State that we are interested in keeping this on the STIP.

11. City Clerk's Report – **Bourgeois** mentioned that 2<sup>nd</sup> week in March assessment notices will be sent, Deputy Clerk is finishing entering all the new data. Absentee in person is occurring at City Hall and she's been busy mailing absentee ballots as well. March 3, 2015 is Election Day and absentee in person is occurring at City Hall M-F 8am-5pm until March 2.

#### **K. CORRESPONDENCE**

12. DCCED Letter regarding Cordova's Population Determination of 2,286 for 2014

13. Letter from Barb Jewell regarding CCMC

14. Letter from Bob Jewell regarding CCMC

15. Letter from Faith Wheeler-Jeppson regarding CCMC

16. Letter from Kris Johnston regarding CCMC

17. Letter from some CCMC employees, presented by Kevin Byrd

**18. US DoT order regarding Alaska Airlines, EAS 02-15-15**

**Bradford** commented that we have excellent air service and he notices that AkAir makes \$7.8 million for these rural flights and he will try to look into that a little more, as he wonders why we pay so much to fly these short distances when the airline is making so much on EAS for having these routes.

**L. ORDINANCES AND RESOLUTIONS - none**

**M. UNFINISHED BUSINESS**

~~**19. Rescind Resolution 11-14-45**~~

This agenda item was removed at approval of the agenda.

**N. NEW & MISCELLANEOUS BUSINESS**

**20. Discussion item: repeal of City Charter Section 3-9 Hospital**

**Reggiani** kicked this off and said that these two items are pretty interrelated, i.e. 20 & 21. The idea is there needs to be some modifications made to charter and code to better reflect the third party management of the hospital. During the meeting with Providence, we touched on these. **Joyce** understands where these are coming from, says this all stemmed from the community meetings years ago which led to the RFP for hospital management. People then were in agreement that the City needed to be removed from any management role and charter and code changes were said to be forthcoming; he said, he thinks we are there now. **Carpenter** said we should act on the charter first. She thinks the code is more difficult – maybe leave that to staff and the attorney but the charter, Council could act on by calling the special election and putting it before the people. **Reggiani** agreed with **Joyce** and said this was for Council discussion at this time in order to give staff direction on how to pursue this charter change while at the same time having to pause in order to see which parts may be required to remain and which need to be repealed. **Reggiani** said he would suggest the charter change be put before the voters as soon as possible. He hopes maybe a recommendation could come before them at the next Council meeting so we can start moving toward the required special election. There was a concurrence of Council to direct staff/legal to do just that. **Bourgeois** informed Council that **City Attorney Holly Wells** was in fact on the line so she was getting all of this specific input from Council.

**21. Discussion item: repeal and replace CMC Title 15 City Owned Medical Facilities**

**Reggiani** was glad to hear **Wells** was listening in. His hope for Title 15 would be that it would specifically be focused to a third party management and then deliverables in the contract we draft with such a third party would specifically match the language in the title. **Wells** said that is a sound direction that is very doable and what she understands that she is tasked with is to write this in a way that gets a clear and concise template for management that also allows flexibility and is directed toward a third party management system. **Joyce** opined that if we change the charter and remove the hospital as a City department, then the health services board will no longer need to exist and it will just be the Council administering a contract. So, in that he sees a lot of Title 15 that could just go away. **Wells** agreed that it will be very clean, she said how we did revise 15 once but we were bound by the charter, so now if we amend the charter, opening that up will allow 15 to be much more clear and concise. **Bourgeois** wondered if Council has any idea for a date for the election. **Wells** asked Council if they wanted her at the next meeting to hash through all of this. **Joyce** opined that this might require a workshop. **Bradford** said the charter change is quick and clear and easy for **Wells**. **Reggiani** said in the talks with Providence we decided on a 30 day regroup and it would be nice if we could have the charter part moving ahead for a vote and then maybe a work session sooner rather than later. **Bradford** agreed and thought we could take it in pieces and if **Holly (Wells)** has the charter part next time and then maybe the Title change after that. **Bourgeois** said there is a tentative work session with **Sean McCallister** and Providence set for March 18 previous to the Council meeting on that night. **Reggiani** said related to this, as we are moving ahead with changes we discussed, Providence was also supposed to provide us with some answers and he hasn't seen those yet. **Bourgeois** said she hasn't received those either; she will forward those on to Council as soon as she gets answers from Providence.

**22. Council decision on disposal status of a portion of Tract 1A, Ocean Dock Subdivision #2**



**M/Burton S/ Hoover** to make a portion of Tract 1A, Ocean Dock Subdivision number 2, 'Available' in the 2015 Land Disposal Maps.

**Burton** said this has been discussed at Planning and Zoning and Harbor Commission for a long time now and we have to do this part in order to do the next step in item 23. **Reggiani** said there are 4 different designations and he is in favor of making it available but available for lease only. **Joyce** said he is very much opposed to this. He said we just spent \$100K to move Samson because we ran out of room, yet we are about to put another structure there. He sees the need but thinks there is a better location; the edge of our property or better yet, have the interested party fill off the end of the property and create their own space. **Burton** said as far as how it's made available, he agrees that should be taken up at the next step. To respond to Mr. **Joyce** though, **Burton** went on to say there have been numerous meetings and workshops and site visits with the Harbor Commission, absolutely wanting to make the best use of the land down there – they explored several options and revisions to come up with this plan. There was unanimous support from the harbormaster, Harbor Commission on doing something like this, because there is such a need for something like this. Also, he said, its not like we have a building that's in the way of boats, it's a building that boats will go inside of. **Burton** said this was the most reasonable and most accessible location of all the ones we looked at. **Bradford** said he thinks Harbor Commission has been chewing on this for a long time – he's with Mr. **Burton** on this, he's excited for the development. **Bailer** agreed that we should only lease this lot.

**M/Bailer S/Joyce** to amend the motion to say available by lease only.

**Joyce** said this is very valuable property of the City's he'd hate to see this disposed of in anyway but by lease.

**Burton** said that the intent was always for a lease.

Vote on motion to amend: 4 yeas, 3 nays. Joyce-yes; Bailer-yes; Burton-no; Hoover-no; Reggiani-yes; Bradford-no and Carpenter-yes. Motion passes.

**Reggiani** asked **Burton** about the idea behind the location and direction of the layout of the building. How was that decided upon? **Burton** said several locations and orientations of the building were looked at, he said in this configuration the building can be accessed from 2 directions, west and east. This allows for larger vessels of 100 – 120 feet could be staged inside, in other configurations those would not have fit. Other locations, adjacent to the road had State right-of-way issues. This site was unanimously agreed upon by the Harbor Commission.

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

**23. Council decision on land disposal for a portion of Tract 1A, Ocean Dock Subdivision #2**

**M/Reggiani S/Bailer** to direct the City Manager to dispose of a portion of Tract 1A of the Ocean Dock Subdivision # 2 by # 4 requesting sealed proposals.

**Reggiani** said his motion is for sealed proposals, not by the suggested motion. He said he saw nothing compelling in the materials presented to suggest that direct negotiation should be the method. He believes the most transparent process for disposal would be to put it out for sealed proposals. **Burton** disagrees; there have been notices about this out in the public and all over, he hasn't heard a peep from anyone else expressing interest in doing this sort of development. He would prefer the suggested motion.

**M/Burton S/Hoover** to amend the motion to say by method # 1 negotiate an agreement with the person who applied to lease or purchase the property.

**Burton** said we have been back and forth with the **Blacklers** and they are pretty much ready to go with this. **Joyce** said he understands **Burton's** point regarding expediency. However, he said, the Planning and Zoning Commission and the Harbor Commission aren't the City Council, they may serve special interests but Council has the entire community to look out for. **Joyce** agrees there may be others interested, just because we haven't heard from them yet doesn't mean that we shouldn't put it out for all. **Reggiani** said we just made it available and then we dispose of it – to have these items back-to-back like that, just doesn't seem appropriate.

Vote on motion to amend: 3 yeas, 4 nays. Bradford-yes; Reggiani-no; Bailer-no; Hoover-yes; Carpenter-no; Joyce-no and Burton-yes. Motion fails.

**Reggiani** said when we go out for proposals, he thinks it's important to focus what the proposal criteria might be. He also thinks we should specify a bit what other criteria we may want. He would like to address that now, so that we get proposals that match our intent. After lengthy Council discussion, 4 criteria for this specific lot sale were arrived at by City Council.

**M/Joyce S/Reggiani** to include in the RFP packet four items: 1) a long-term lease; 2) vessel maintenance building; 3) how will the applicant comply with all applicable environmental laws; 4) how will the applicant indemnify the City for any liability.

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

**Acting Vice Mayor Bradford** said...back to the motion as above: **M/Reggiani S/Bailer** to direct the City Manager to dispose of a portion of Tract 1A of the Ocean Dock Subdivision # 2 by # 4 requesting sealed proposals.

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

#### **24. Pending Agenda, Calendar, Elected & Appointed Officials lists**

**Bourgeois** asked if Council wanted to see the capital priorities list next time as they usually look at it quarterly. Council agreed they would like it on the next agenda. **Bourgeois** also mentioned that **John Bitney** will be a guest speaker next time to give Council a report on the legislative session so far. She mentioned a few more dates of upcoming meetings: March 18 – tentative work session 6pm with Providence. Special meeting noon March 12 to certify the election results. P&Z is hosting a flood plain training at 6pm on March 12 in the LMR.

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

**Robert Beedle** of 609 Spruce said that Harbor Commission did look at this shipyard building and it has taken 20 years to do the travel lift, let's not wait all that time again to get the building done. This is an opportunity to have more economy in this town. There's someone who wants to spend their own money to do it. He urged Council to be careful micromanaging the harbor – they know their own stuff.

**Patti Kallander** of 302 Orca Inlet Drive said she encourages Council to keep moving forward on CCMC issues – she likes the idea of a clear description of the City's role in Healthcare – her opinion is no role. She said as far as the boatyard building, she knows it is an important project but at the same time is not thrilled about the connex building, she thinks it would be an eyesore.

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

##### **25. Council Comments**

**Burton** agreed with **Robert Beedle's** comments, he wished more Council members had been at the Harbor Commission meetings when this was discussed.

**Carpenter** wanted to explain her vote on the Ocean Dock lot – i.e. voting to go out for proposals. She said she understands that the Harbor Commission spent a lot of time on the issue but she feels strongly that it should go through the process that everyone else goes through. Better to do it right than to have it perceived as a shortcut and then to have to do it over again.

**Bailer** said he is a strong supporter of having a building on the Ocean Dock fill and he also appreciates the work of the Harbor Commission but agrees with what **Carpenter** has said about process.

**Joyce** agrees with those comments.

**Reggiani** said he appreciates the public comments at the end of the meeting, **Patti** and **Robert**. Complimented **Bradford** on a great job with the meeting tonight.

**Bradford** said he is excited to see economic development down at the shipyard.

**Burton** said if this is **Bradford's** last meeting he thanked him and said he appreciated his service. Other Council members joined in thanking Bradford for his service.

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

**26. Providence hospital management contract**  
**this item was not necessary tonight**

**R. ADJOURNMENT**

*M/Burton S/Hoover* to adjourn. Hearing no objections the meeting was adjourned at 08:45 pm.

Approved: March 04, 2015

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

DRAFT

RECEIVED  
FEB 18 2015  
City of Cordova

February 18, 2015

Mayor Kasch and Cordova City Council Members:

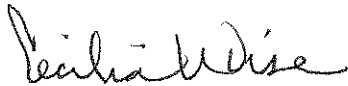
As a long-time resident of Cordova and a former employee of the Cordova Community Medical Center, I support and am pleased to hear of the continuing discussions between Providence Health & Services Alaska and the Cordova City Council in regard to the third-party management of CCMC.

In reading through the published agenda for the February 18, 2015 meeting on the city of Cordova's webpage, I am in support of a change to the City Charter, specifically the repeal of Article III, Section 3.9 concerning the City Manager and Administrative Departments and the Hospital.

Reading the additional memo from the City Clerk, I support the repeal and replacement of Cordova Municipal Code Title 15 to be inclusive of third-party management for CCMC.

Thank you for your time and thoughtful pursuit of an agreement.

Sincerely,



Cecilia Wiese

400 Railroad Row

Cordova



2-17-2015

IGLOO NO. 19  
PIONEERS OF ALASKA

Box 335  
CORDOVA, ALASKA 99574

RECEIVED

FEB 20 2015

City of Cordova

TO: RICH ROGERS, PUBLIC WORKS DIRECTOR  
RE: PIONEER BUILDING "SEWER BELLY"

THE CITY MOVED OUR SEWER BECAUSE OF THE CIVIC CENTER CONSTRUCTION. WILSON CONST. WAS HIRED BY THE CITY TO MOVE OUR SEWER TO THE NEW LOCATION ON MAIN STREET. WE HAD NO CHOICE IN THIS MATTER, BUT NOW WE HAVE SEWER PROBLEMS SINCE IT WAS MOVED. WE HAVE A SEWER LINE REPAIR BILL AMOUNTING TO \$1942.50. THIS IS NOT OUR LIABILITY. THE NEW SEWER HAS FLOODED OUR NEW BUILDING. WE DO NOT HAVE GOOD DRAINAGE WITH A LOW SPOT KNOWN AS "SEWER BELLY" APPROX. 15 TO 20 FEET LONG. OF MAJOR CONCERN IS THE LOW SPOT CAUSING SOLID WASTE TO SETTLE AND BUILD UP. ALSO COLD CONDITIONS MAY FREEZE THIS LOW DIP. WE HAVE HAD NO SEWER PROBLEMS FOR 87 YEARS PRIOR TO OUR SEWER BEING MOVED. WE WANT THE LOW SPOT CORRECTED.

THE PIONEERS WANT THE CITY TO BE RESPONSIBLE FOR THE SEWER LINE REPAIR INVOICE #9714 ATTACHED. THE CITY IS ALSO RESPONSIBLE FOR THE "SEWER BELLY" CORRECTION BECAUSE OF IMPROPER INSTALLATION.

SIGNED Max Wiese 2/17/15  
MAX WIESE, PIONEER PRESIDENT

CC TO: CITY COUNCIL OF CORDOVA  
: CITY MANAGER RALPH ROBERTSON

Eagle Contracting Corporation  
P.O. Box 1128  
Cordova, AK 99574

# Invoice

DATE	INVOICE #
2/10/2015	9714

## BILL TO

Pioneers of Alaska Igloo #19  
PO Box 335  
Cordova, AK 99574-0335

P.O. NO.	TERMS	PROJECT
	Net 10	12-15 Sewer Line

QTY	DESCRIPTION	RATE	AMOUNT
<b>**Sewer Line Repair**</b>			
8	Dave Sjostedt ~ Labor	80.00	640.00
7	Scott Zeigler ~ Labor	80.00	560.00
2.5	Volvo L90 Loader unoperated	70.00	175.00
1	EZ Kleen Steam Cleaner unoperated 1 day	240.00	240.00
2	Power Snake	150.00	300.00
5	Fuel ~ gas per gallon	5.50	27.50

Interest of 1.5% per month will be charged on all past due invoices

<b>Total</b>	\$1,942.50
--------------	------------

<b>Payments/Credits</b>	\$0.00
-------------------------	--------

<b>Balance Due</b>	\$1,942.50
--------------------	------------

[Schedule Service](#)

*We look where the sun never shines!®*

## FAQs - Sewer Belly

### What is sewer belly?

A dip, or belly, in a sewer line is a common problem in underground sewers. In addition to "sewer belly," you might also hear it called a "dip" or "low spot" in the line.

To understand how a sewer belly can be a problem for you, you have to first understand the basic design of your sewer system.

All sewer lines have to be set at a grade, which means that the pipes are always sloping downhill. Similar to an amusement park slide, the pipe has a top high point (the house) and a bottom (the street or the public sewer underneath the street). This setup allows gravity to ensure that the sewers constantly flow in the right direction.

Like the amusement park slide, proper assembly is important. A sewer pipe with a belly is the same as a slide assembled with a pool halfway down: the ride down will be smooth until you hit the pool. To continue to the bottom, you must swim across the pool, and then continue the slide to the bottom. This seems like no problem if you can swim, right?

Wrong.

With waste water, a pool located in the middle of the pipe simply creates an area for solid waste to settle and build up, eventually creating a clog. As a result, bellies must be repaired as soon as the issue is discovered.

For more information or to schedule an appointment, please [contact us](#).

### Need an Estimate?

703-895-4109 or

[Schedule Service](#)

### See Our Reviews

 [Check out our reviews](#)

**Angie's list.**

[Drain Cleaning in Washington D.C.](#)

# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 2/26/15  
**Re:** Resolution 03-15-14 – Site Plan Review for Roemhildt Holdings LLC

---

## **PART I – GENERAL INFORMATION**

Requested Actions: Site Plan Review  
Applicant: Roemhildt Holdings LLC  
Owner Name: David and Bootslyn Roemhildt  
Address: 125 Harbor Loop Rd.  
Legal Description: Lot 5, Block 2, South Fill Development Park  
Parcel Number: 02-473-138  
Zoning: Waterfront Commercial Park District  
Lot Area: 12,858 sq. ft.  
Attachments: Site Plan Review Application  
Letter from David Roemhildt  
Construction Documents

## **PART II – BACKGROUND**

Roemhildt Holdings LLC is proposing to construct a commercial/retail building on their lot.

**2/10/15** – At the Planning Commission Regular Meeting, Roemhildt Holdings had their Site Plan reviewed by the commission. The following occurred:

*M/McGann S/Baenen* to recommend the City Council approve the Site Plan Review requested by Roemhildt Holdings LLC to construct a commercial/retail building on Lot 5, Block 2, South Fill Development Park based on the findings and with the special conditions as contained in the staff report.

*M/Bailer S/Baenen* to refer back to staff to get these issues addressed.

Upon voice vote, motion to refer **passed** 7-0.

Yea: **Greenwood, Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnappfel**

The commission referred the Site Plan back to staff so that Roemhildt Holdings LLC could provide additional required information and apply for a variance from the parking requirements. For more information, refer to the Planning Commission Special Meeting Packet from February 25.

**2/25/15** – The Planning Commission held a Public Hearing for a variance request from Roemhildt Holdings LLC for the parking requirements and a Special Meeting for the variance request and Site Plan Review. The following occurred:

*M/McGann S/Roemhildt* that the Planning Commission grant the variance request from Roemhildt Holdings LLC for a variance from parking requirements in CMC 18.39.090 and 18.48 as contained in the staff report with the special condition.



Upon voice vote, motion **failed** 2-4.

Yea: **Greenwood, Baenen**

Nay: **Bailer, McGann, Roemhildt, Frohnapfel**

Absent: **Pegau**

**M/McGann S/Roemhildt** that the Planning Commission recommend to the City Council to approve the Site Plan Review requested by Roemhildt Holdings LLC to construct a commercial/retail building on Lot 5, Block 2, South Fill Development Park based on the findings and with the special conditions as contained in the staff report.

Upon voice vote, motion **failed** 0-4.

Nay: **Greenwood, Bailer, McGann, Roemhildt**

Absent: **Pegau, Baenen, Frohnapfel**

At this time, City Council will vote on whether or not to approve the Site Plan from Roemhildt Holdings LLC.

### **PART III – REVIEW OF APPLICABLE CRITERIA & SUGGESTED FINDINGS**

#### **Chapter 18.39 ZONING – WATERFRONT COMMERCIAL PARK DISTRICT**

The development of a commercial/retail facility is permitted.

A Site Plan Review is required in the Waterfront Industrial District.

#### **Section 18.42.010 ZONING – SITE PLAN REVIEW – Purpose.**

*Whenever required by this code or the city council, a site plan review shall be completed by the planning commission with a recommendation to the city council. Prior to the issuance of a building permit, the city council must approve the site plan for the project.*

#### **Section 18.42.030 ZONING – SITE PLAN REVIEW – Required Information.**

*The site plan to be submitted as required herein shall contain the following information. If any of the information requested herein is not applicable to a given project, the reasons for the non-applicability of the information requested shall be stated in the site plan:*

- 1. Name, address and phone number of owner/developer;*
- 2. Legal description of property;*
- 3. A scale of not less than 1" = 20';*
- 4. Date, north point and scale;*
- 5. The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties;*
- 6. The zoning and siting of all structures on the subject property and abutting properties;*
- 7. The location of each proposed structure in the development area, the use or uses to be contained therein, the number of stories, gross building area, distances between structures and lot lines, setback lines and approximate location of vehicular entrances and loading points;*
- 8. The location of all existing and proposed drives and parking areas with the number of parking and/or loading spaces provided and the location and right-of-way widths of all abutting streets;*
- 9. Location and height of all walls, fences and screen plantings, including a general plan for the landscaping of the development and the method by which landscaping is to be accomplished and be maintained;*
- 10. Types of surfacing, such as paving, turfing or gravel to be used at the various locations;*
- 11. A grading plan of the area demonstrating the proposed method of storm drainage;*
- 12. Size and location of proposed sewer and water lines and connections;*
- 13. Front and side elevations of proposed structures;*
- 14. Exterior finish and color.*

#### Chapter 18.48 ZONING – OFF-STREET PARKING, LOADING AND UNLOADING

General stores require “One space for each six hundred square feet of gross floor space.” See attached letter from David Roemhildt for a write up identifying the gross floor space at 11,836 sq. ft. This would require 20 parking spaces.

#### **PART IV – SUGGESTED SPECIAL CONDITIONS**

1. The Planning Department must be in receipt of a Plan Review from the State of Alaska Fire Marshal prior to issuance of a Building Permit.
2. The 10 foot access easement along the east side of Lot 4 shall extend the entire length of the lot line.
3. Roemhildt Holdings LLC will replat Lot 4 and Lot 5 to record the easements depicted in their site plan documents.

#### **PART V – SUGGESTED MOTION**

“I move to approve Resolution 03-15-14.”

**CITY OF CORDOVA, ALASKA  
RESOLUTION 03-15-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROVING THE SITE PLAN OF ROEMHILDT HOLDINGS LLC TO CONSTRUCT AN  
8,348 SQUARE FOOT COMMERCIAL/RETAIL BUILDING ON LOT 5, BLOCK 2, SOUTH  
FILL DEVELOPMENT PARK**

**WHEREAS**, Roemhildt Holdings LLC has submitted a Site Plan for the construction of an 8,348 sq. ft. building; and

**WHEREAS**, per Cordova Municipal Code Sub-section 18.42.020.A. planning staff shall submit copies of the site plan “to the city council at its next regularly scheduled meeting for action”; and

**WHEREAS**, the Site Plan is being forwarded to City Council with the following special conditions in place:

1. The Planning Department must be in receipt of a Plan Review from the State of Alaska Fire Marshal prior to issuance of a Building Permit.
2. The 10 foot access easement along the east side of Lot 4 shall extend the entire length of the lot line.
3. Roemhildt Holdings LLC will replat Lot 4 and Lot 5 to record the easements depicted in their site plan documents.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby approves the Site Plan of Roemhildt Holdings LLC to construct an 8,348 sq. ft. commercial/retail building on Lot 5, Block 2, South Fill Development Park.

**PASSED AND APPROVED THIS 4<sup>th</sup> DAY OF MARCH, 2015**

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

ATTEST:

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

## SITE PLAN REVIEW - ZONING APPLICATION CITY OF CORDOVA

### INSTRUCTIONS


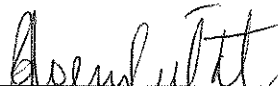
Print or type requested information. Incomplete applications will be returned to the applicant and will delay the processing of your request. All applications must be filed with the Planning Department **21 days prior to** the next Planning Commission meeting date.

TYPE OF REQUEST	FEE
Site Plan Review	varies
Residential	\$50
Multi-Family	\$100
<input checked="" type="checkbox"/> Commercial	\$150
Industrial	\$200

APPLICANT INFORMATION	
Name	Roemhildt Holdings LLC
Address	Box 2034 Cordova Alaska 99574
Telephone [home]	X
Business Name	X
Business Address	X
Telephone [business]	907-424-7765
Business FAX	907-424-7768
Project architect/engineer	Scott Jones, SA   Architecture
Address of architect/engineer	16366 Sandpiper Drive Anchorage AK 99516
Telephone of architect/engineer	907-440-6666

PROPERTY/PROJECT INFORMATION	
Address of subject property	125 Harbor Loop Road
Parcel identification number	Lot 5 Block 2 South Fill Development Park
Property owner [name/address]	Roemhildt Holdings LLC / Box 2034
Current zoning	waterfront commercial park
Proposed use	commercial / retail
Construction start date	January 21, 2015
WAA	

ZONING APPLICATION	
Owner of property (if different than applicant). If multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheet if necessary.	X
Real Estate Firm/Broker handling sale of property. Provide name and address. <b>Note:</b> <i>If you do not own the property, you must provide a copy of a Purchase Agreement or instrument acceptable to the city indicating the owner is fully aware of, and in agreement with, the requested action.</i>	X
City Business License Permit Number (if applicable)	6997

APPLICANT CERTIFICATION	
<p>By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate. Furthermore, I (we) hereby authorize the City and its representatives to enter the property associated with this application for purposes of conducting necessary site inspections.</p>	
By: <u></u> (Signature)	By: <u></u> (Signature)
Name: <u>David Roemhildt</u> (Type/Print)	Name: <u>Bootslyn Roemhildt</u> (Type/Print)
Date: <u>1/20/2015</u>	Date: <u>1/20/2015</u>
<p><b>Appeal Procedures:</b> A decision of the Planning Commission may be appealed to the Board of Adjustment. An appeal must be filed in writing with the City Clerk within ten (10) days of the decision. In accordance with the procedures outlined in Section 18.64.030 of the City of Cordova Zoning Code.</p>	
CITY USE ONLY - PLEASE DO NOT WRITE IN THIS SECTION	
ITEM	ACTION
Date application received:	
Fee paid:	
Does application require a public hearing? Planning Commission: City Council:	
Staff review date/reviewer name:	
Planning Commission final action:	
City Council final action:	
Other:	

# **SITE PLAN REVIEW 18.42**

A zoning compliance permit for property within the City of Cordova expires eighteen (18) months after the date it is issued. Excavation is not considered construction.

1. Please describe the proposed construction/alteration and intended use: commercial retail building
2. Please give dimensions and square footage of construction: 90'x96' 8,640 sq. ft.
3. Intended use: { } Single Family { } Duplex { } Multifamily { ☒ } Commercial/Industrial  
 { } Home Occupation (describe) \_\_\_\_\_ { } Mobile Building { } Change of use
4. No. of Living Units: 0 5. No. of Bedrooms: 0
6. Has a variance been granted? N/A { } Yes { ☒ } No
7. Is there a new: { } Garage? { } Carport? NO Is it attached to the residence? { } Yes { ☒ } No
8. Is there an apartment above the garage? { } Yes { ☒ } No
9. Off-street parking: Existing 0 Proposed 10
10. Required Setbacks: Front 15' Left Side 5' Right side 5' Rear 5' Height 30'
11. Proposed Setbacks: Front 28' Left Side 5' Right side 5' Rear 5' Height 27'8"
12. Sewage Disposal:  
 { } Private marine outfall: { ☒ } Existing { } New Specify owner/location: city - stub-out Harbor Loop Road  
 { } Private on-site sewer: { } ADEC Certification Attached

NOTE: Property owners with a private system need an ADEC permit showing sewer system is operational before Permit can be issued. Please contact ADEC at (907) 225-6200

13. Water supply: { } Cistern (show on site plan) { ☒ } City
14. Is the construction occurring on a grandfathered structure (build prior to August 7, 1967)? No
15. Is there a building currently on the property? { } Yes { ☒ } No  
 If YES, an As-built survey must be attached.
16. Which licensed surveyor will be doing your foundation/as-built Survey? Leo Americus
17. Is your driveway exit and adjoining roads shown on the site plan? { } Yes { ☒ } No  
 Are you building a new driveway that exits onto a State road or highway? { } Yes { ☒ } No  
 If YES, an ADOT Driveway Permit is required. (See bottom page 4)
18. Does this property contain drainages, creeks, wetlands, or other water features? { } Yes { ☒ } No  
 Does your lot abut salt water? { ☒ } Yes { } No  
 Have you or will you be using fill to develop your lot? { } Yes { ☒ } No

(If you answered YES to any of the above three questions, you may need to contact the U.S. Army Corps of Engineers or other State agencies about additional permitting requirements.. Please see Planning staff for information.)

19. Is this permit for a tax-exempt use? { } Yes { ☒ } No
20. Has a Conditional Use Permit been issued? { } Yes { ☒ } No
21. Is this permit for a mobile building? { } Yes { ☒ } No  
 Year \_\_\_\_\_ Model \_\_\_\_\_ Serial No. \_\_\_\_\_
22. Is your property within a Flood Plain or Coastal Zone? (see staff for interpretation) YES  
 Elevation Certificate/Flood Hazard form attached

Roemhildt Holdings LLC  
PO Box 2034  
Cordova, Alaska 99574  
907-424-7765

Samantha Greenwood  
City Planner  
City of Cordova

February 11, 2015  
Re: Lots 5, Block 2 South Fill Development Site Plan

Samantha,

Below are our answers to questions and concerns from the commissioners on February 10, 2015.

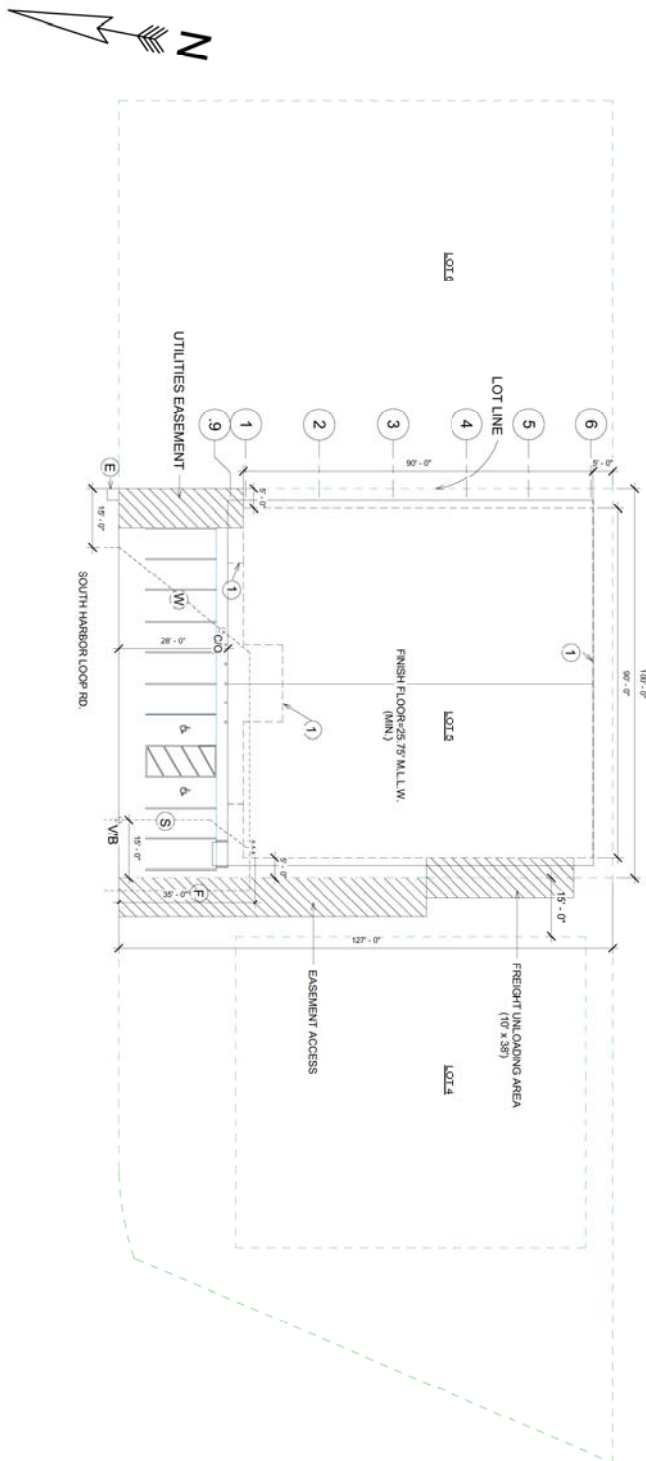
1. Correct dimensions – match building drawing and application numbers. The building area as defined by CMC 18.08.120 is “the total of all areas taken on a horizontal plane at the main grade level of the principle building and all accessory buildings, exclusive of steps.” We interpret that the 4’ second floor overhang in the front of the building and the covered entry area **would** be included. **Building area totals 8348 square feet.** The floor area as defined by CMC 18.08.260 is “the total area of each floor of a building within the surrounding outer walls but excluding vent shafts and courts.” We interpret that this area total **would not** include wall thickness, which is 12” in all instances (8” columns / wall girts with 4” insulated panels added to exterior). **Floor area totals 11,836 square feet.** Please consider these numbers as sufficient for decision making on this site plan review. I do not know which to put on the application.
2. North arrows on all drawings. *Attached.*
3. Show utility easement on drawings. *Attached.*
4. Fix labels on the elevation drawings. *Attached.*
5. Snow arrest on roof? -not a requirement but was asked. *We will not be using snow jacks.*
6. Provide drawings that show the adjacent lots and buildings –this will be very important to help with parking and loading zone. *Attached.*

Respectfully,



David Roemhildt

- SHEET NOTES:**
- ① LINE OF BUILDING BELOW
  - H/C HANDICAP STALL+AISLE 8'x8'; H/C SIGNAGE ON BULD. (SEE A3.2)
  - (E) ELEC-MAIN
  - (F) 6" DIA. SPRINKLER RISER HOPE
  - (S) SEWER-PROPOSED (6" DUCTILE IRON)
  - (W) WATER-PROPOSED (1" COPPER)
  - C/O CLEAN OUT
  - V/B VALVE BOX



① Site  
1/16" = 1'-0"

"1/16" DRAWINGS ARE HALF THE INDICATED SCALE"

• 9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •

A1.1

DR: KBK  
CK: SAJ  
DT: 09 FEB 15  
JB: FACILITY  
DWG:

PLUMBLINE  
FACILITY CONTRACTORS  
CORDOVA, ALASKA

SAJJ ARCHITECTURE, LLC  
SCOTT A. JONES  
6375 KULIG DRIVE, ANCHORAGE, ALASKA 99502  
#907-440-6606 #907-258-6606 (FAX)

REV NO: XX DATE

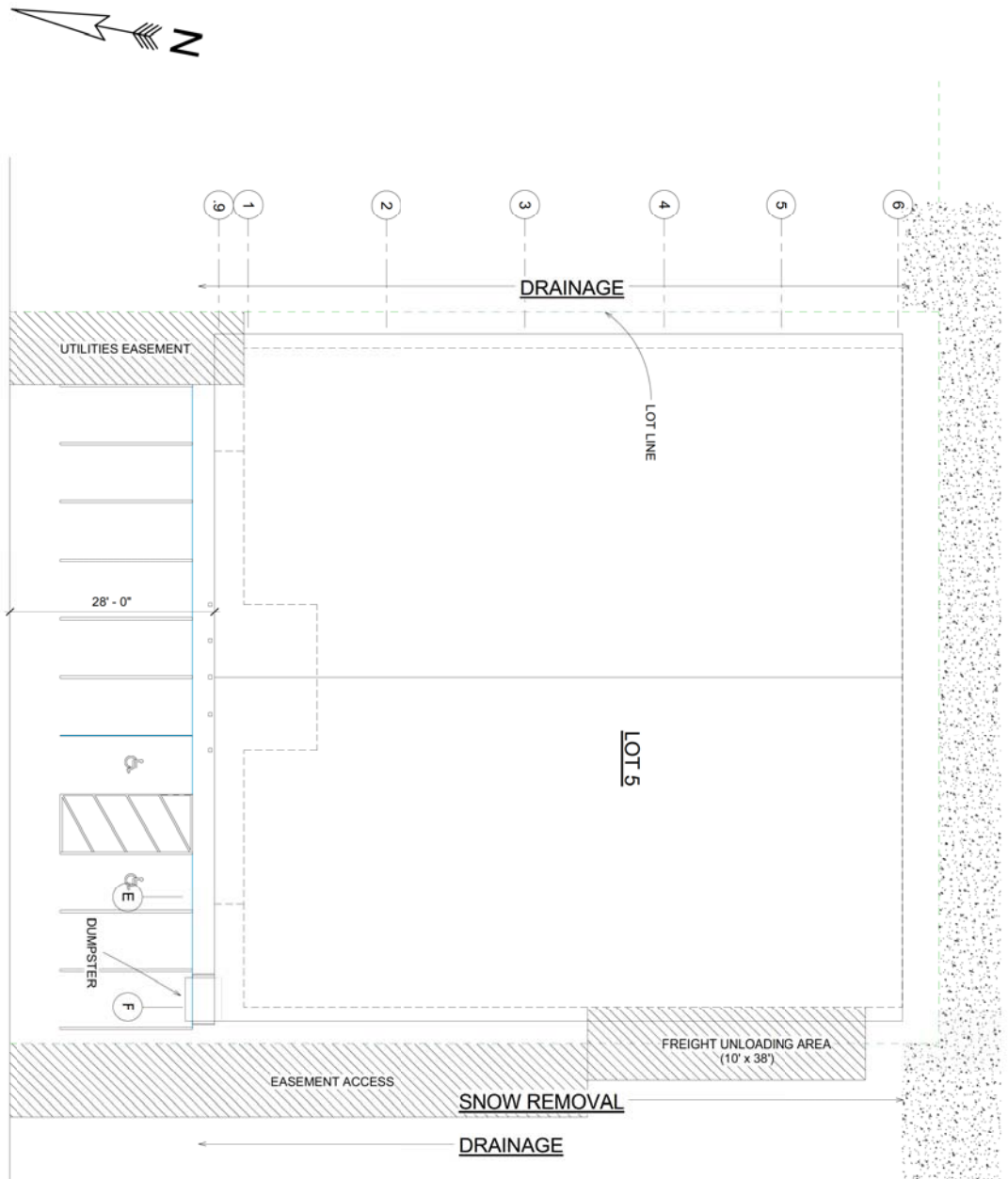


"1/8" = 1'-0"

9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •

**YARD PLAN/SNOW  
REMOVAL/DRAINAGE/DUMPSTER**

SOUTH HARBOR LOOP RD.



A1.2

DR: KBK  
CK: SAJ  
DT: 09 FEB 15  
JB: FACILITY  
DWG:

**PLUMBLINE  
FACILITY CONTRACTORS**  
CORDOVA, ALASKA

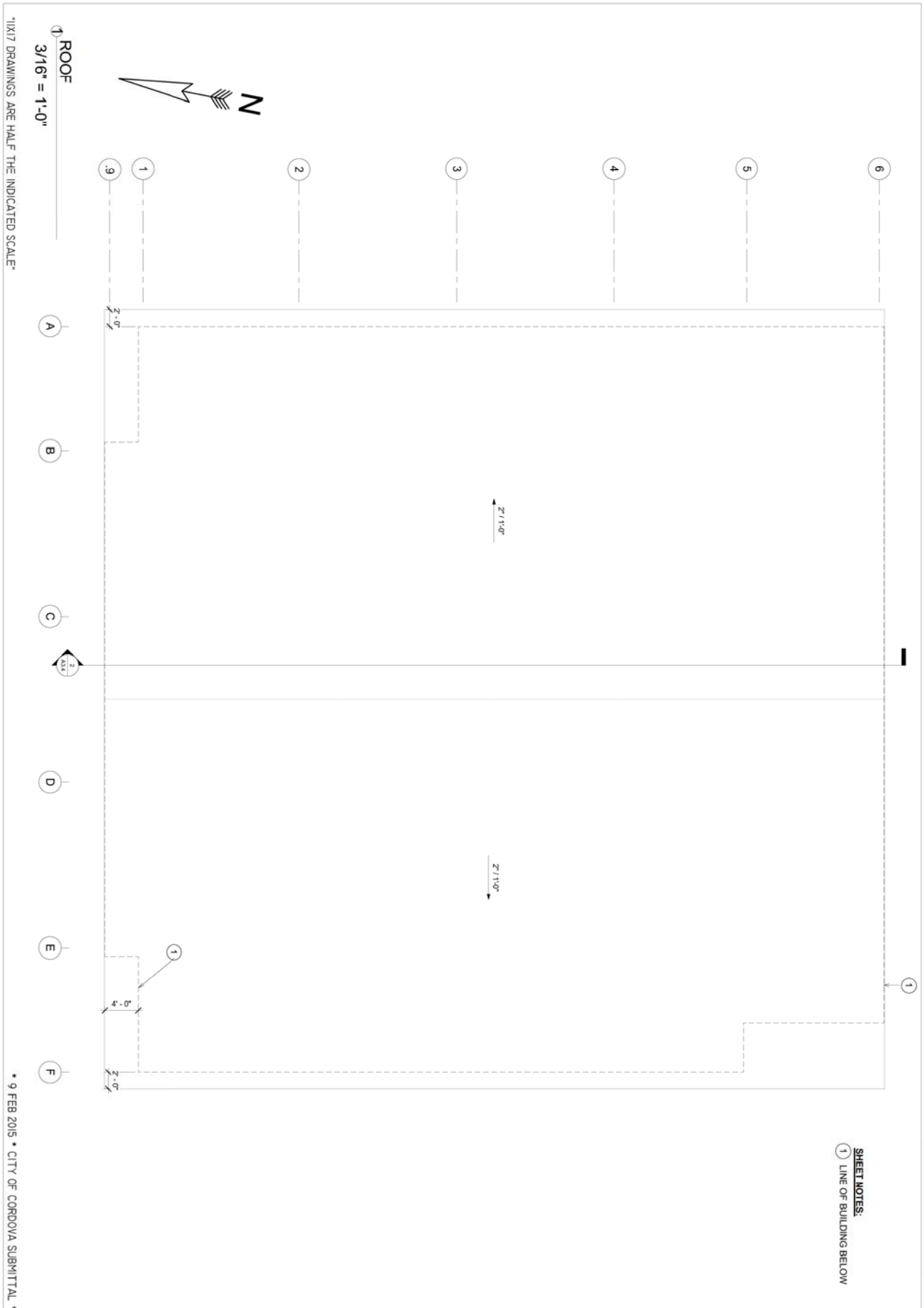
SCOTT A. JONES  
6375 KULIG DRIVE, ANCHORAGE, ALASKA 99502  
#907-440-6606 #907-258-6606 (FAX)

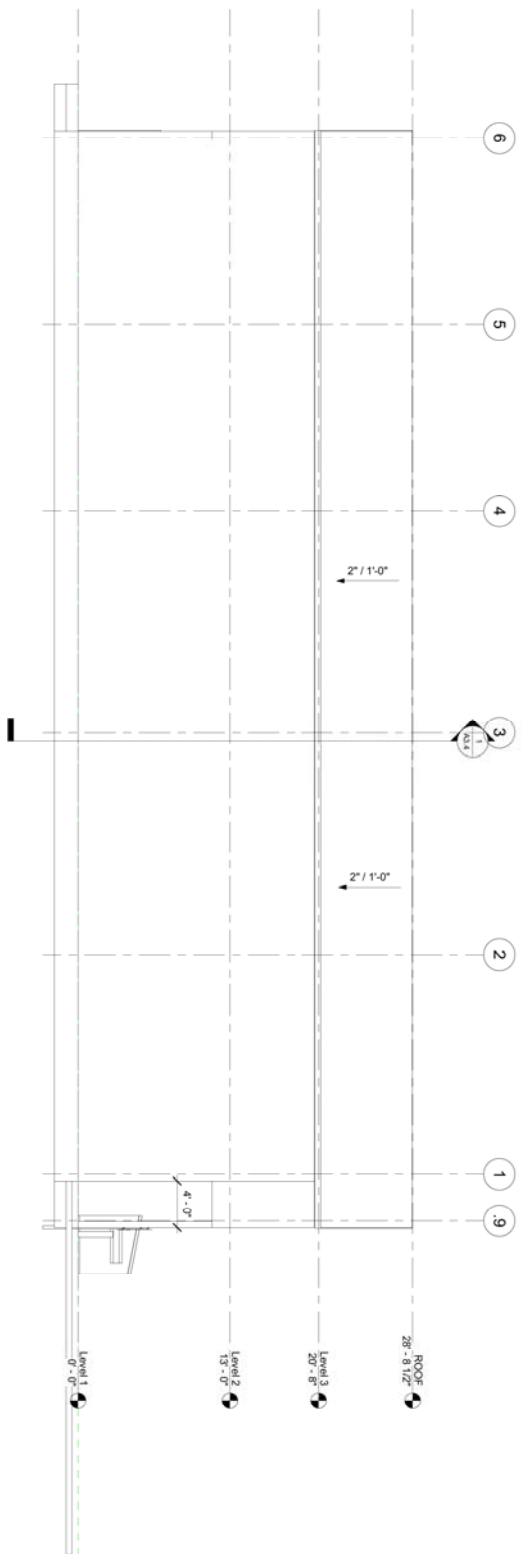
**SAJJ ARCHITECTURE, LLC**

REV NO: XX DATE

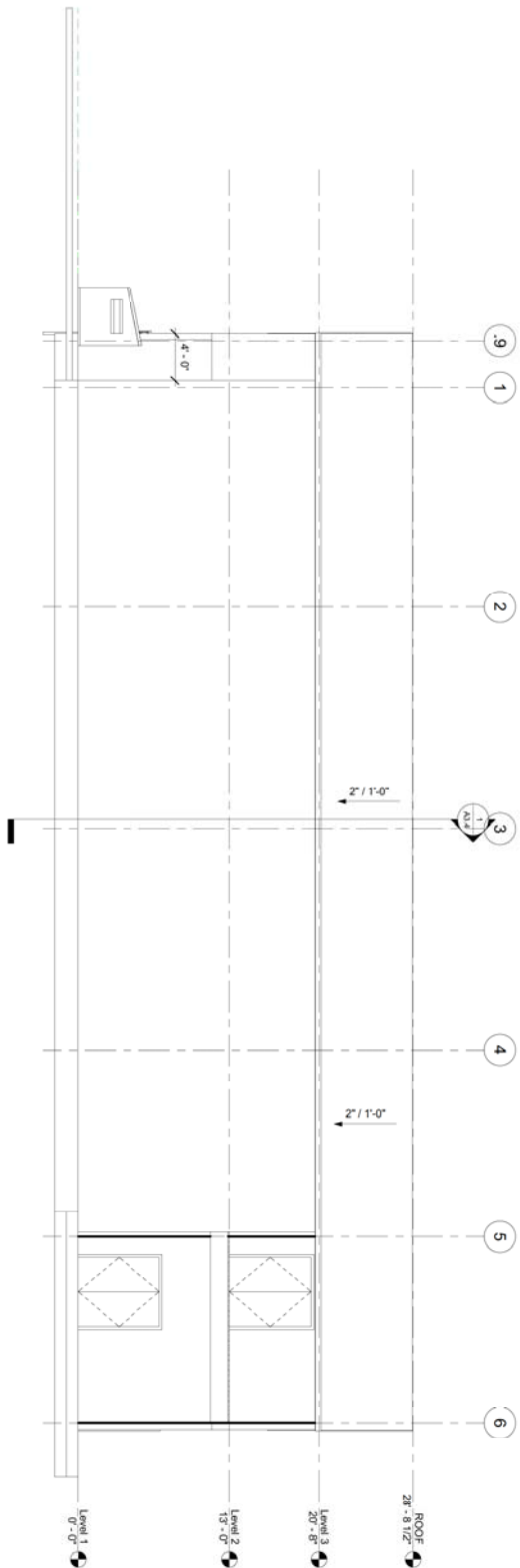








1 EAST  
3/16" = 1'-0"



2 WEST  
3/16" = 1'-0"

"1/16" DRAWINGS ARE HALF THE INDICATED SCALE"

• 9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •

A3.1

DR: KBK  
CK: SAJ  
DT: 09 FEB 15  
JB: FACILITY  
DWG:

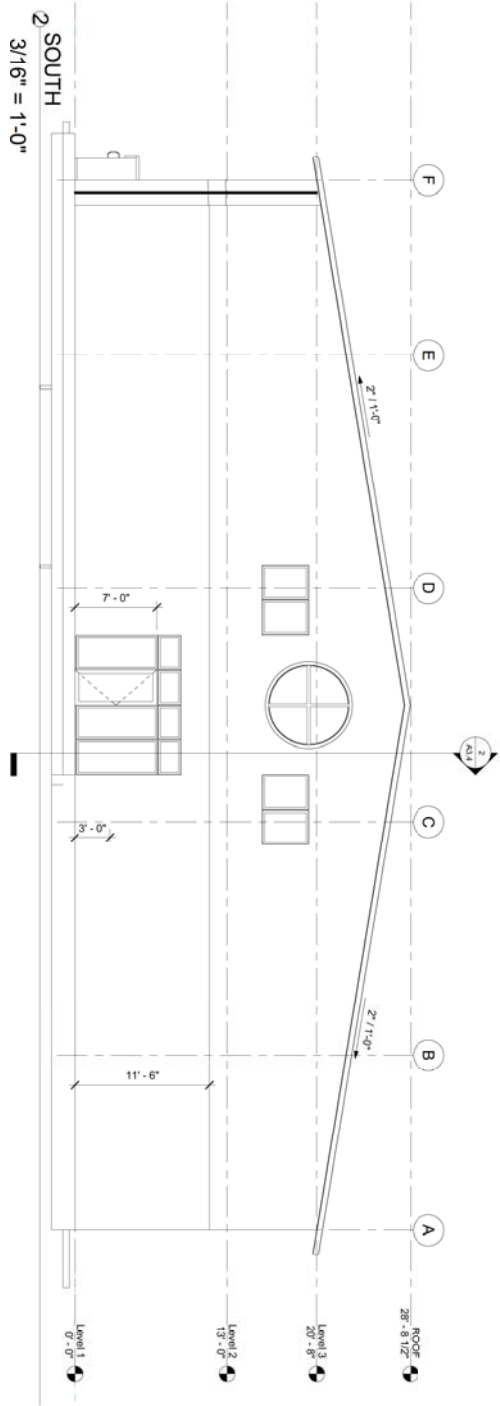
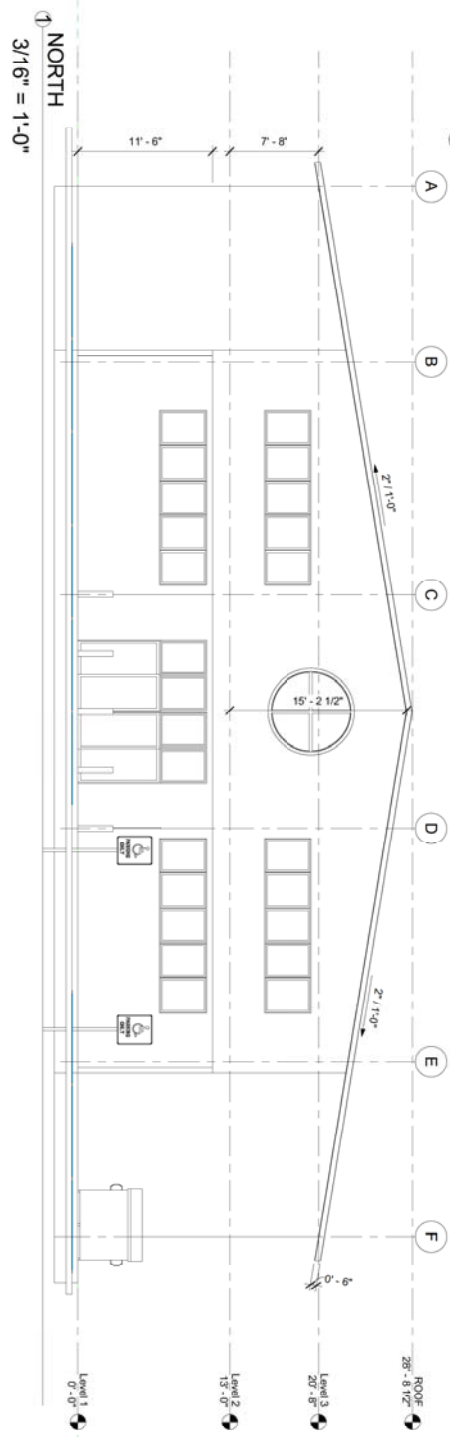
PLUMBLINE  
FACILITY CONTRACTORS  
CORDOVA, ALASKA

SCOTT A. JONES  
6375 KULIG DRIVE, ANCHORAGE, ALASKA 99502  
#907-440-6606 #907-258-6606 (FAX)

SAJJ ARCHITECTURE, LLC

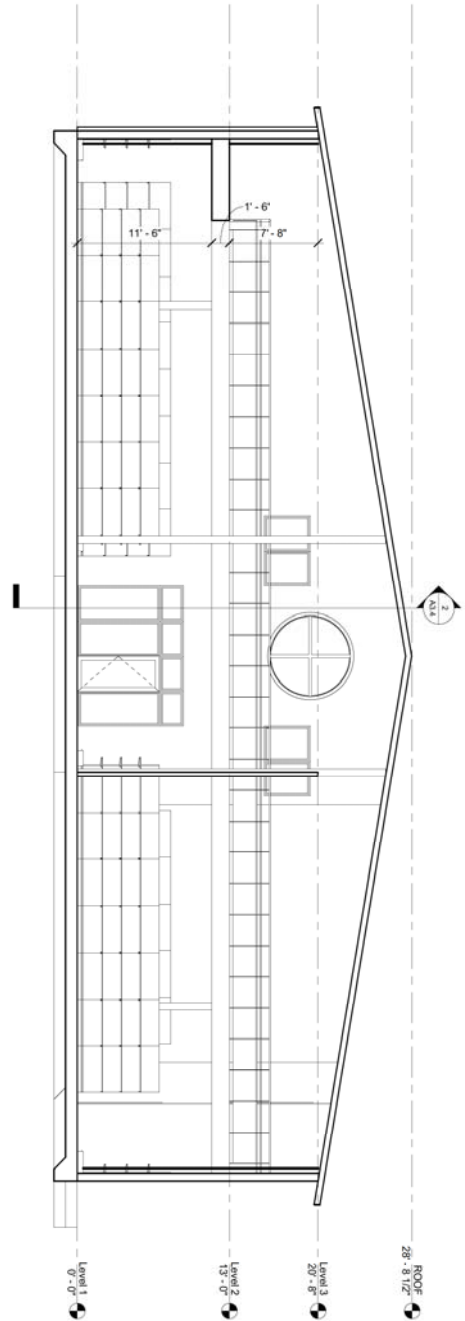
REV NO: XX DATE

SHEET NOTES:  
 HANDICAP SIGN "VAN AISLE" 1  
 HANDICAP SIGN 2

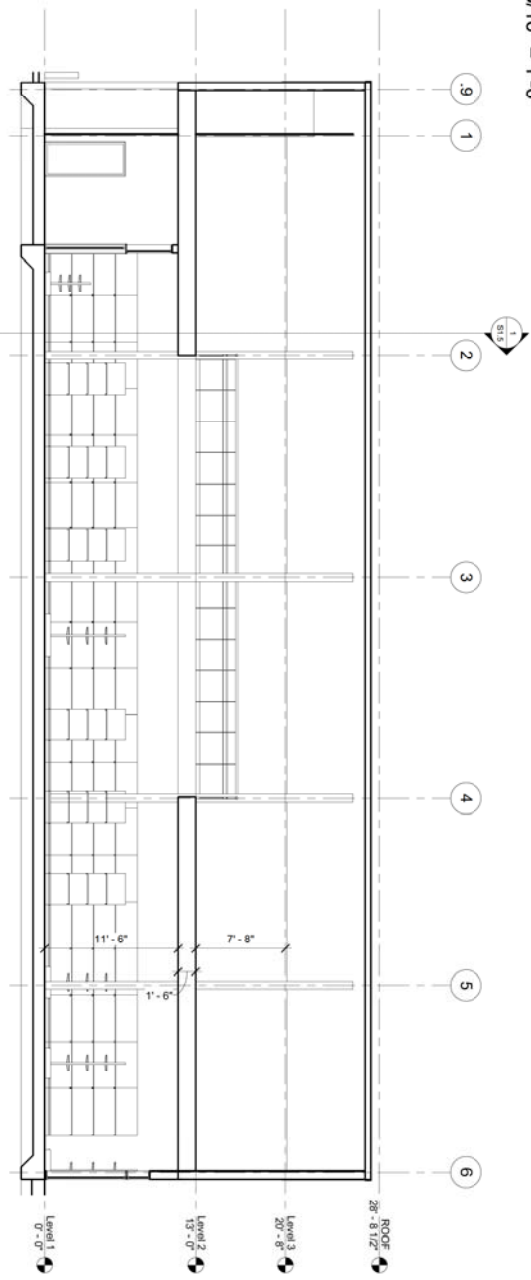


"1/16" DRAWINGS ARE HALF THE INDICATED SCALE"

• 9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •



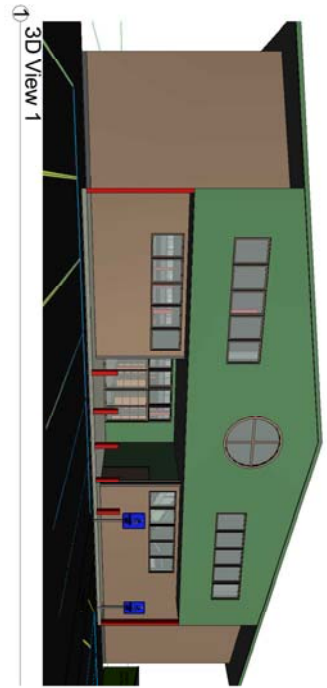
1 Section 1  
3/16" = 1'-0"



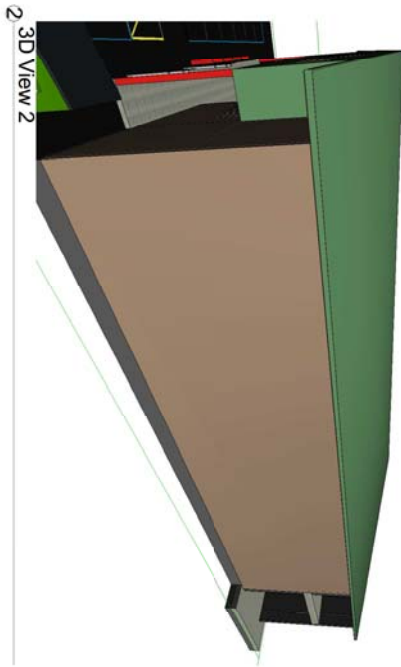
2 Section 2  
3/16" = 1'-0"

"1/16\"/>

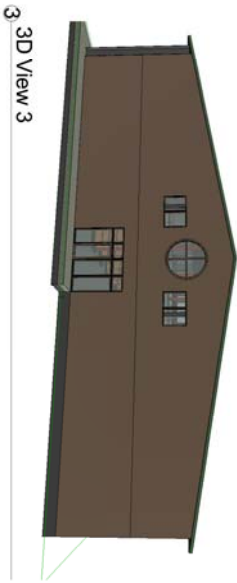
• 9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •



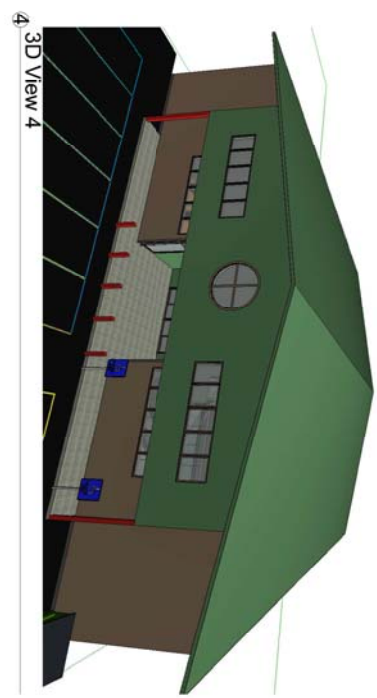
1 3D View 1



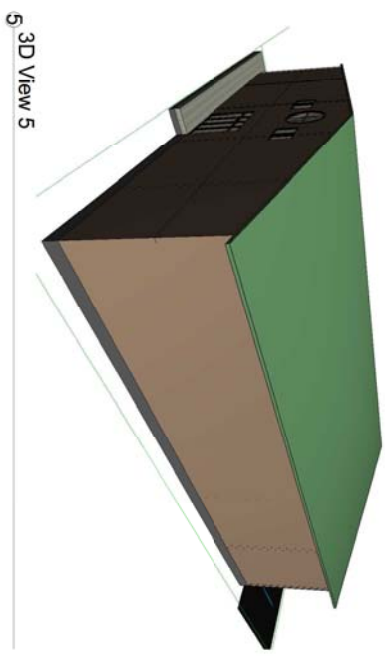
2 3D View 2



3 3D View 3



4 3D View 4

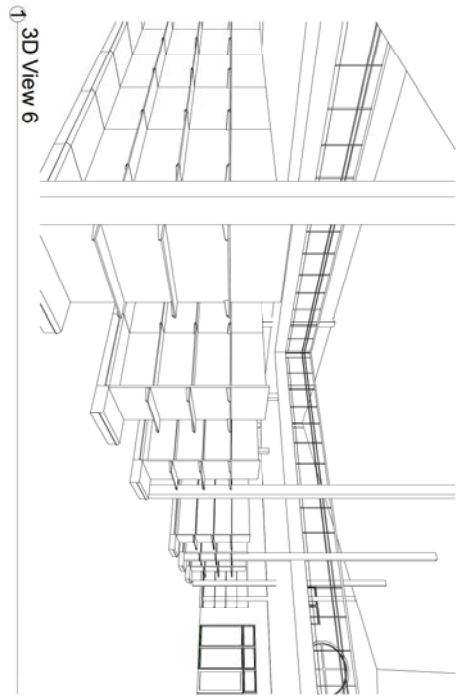


5 3D View 5

"1/8\"/>

• 9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •

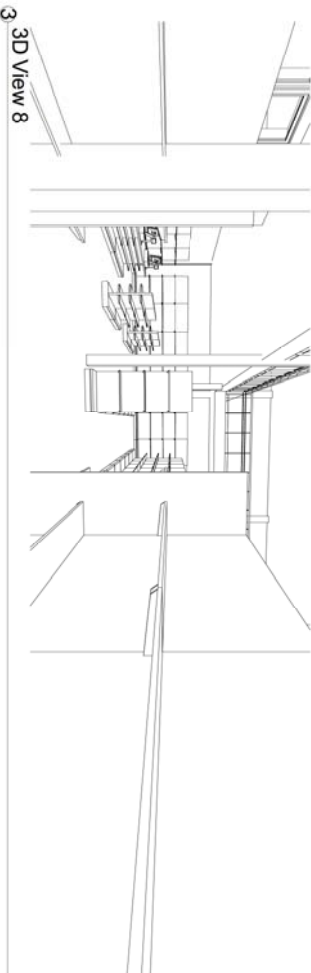




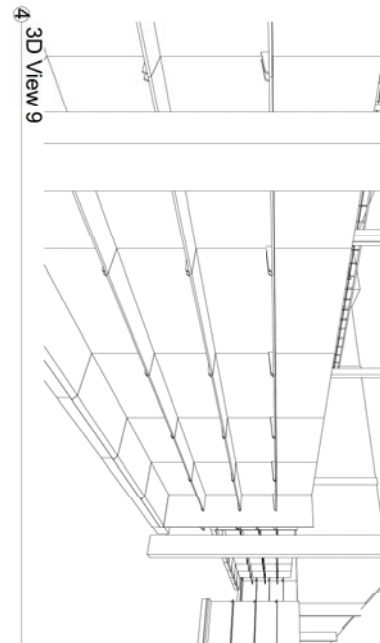
1 3D View 6



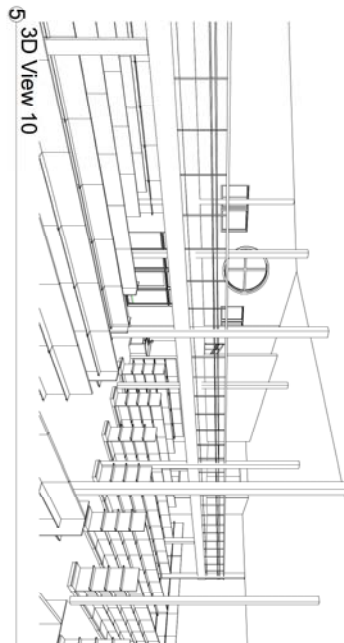
2 3D View 7



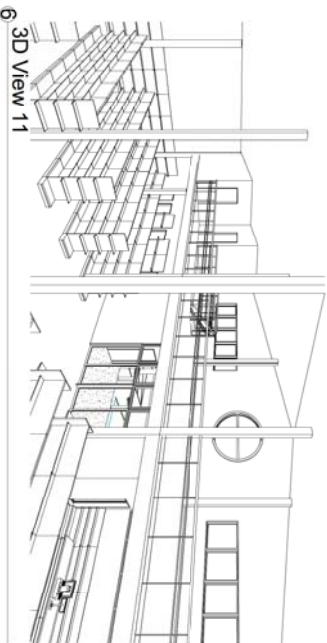
3 3D View 8



4 3D View 9



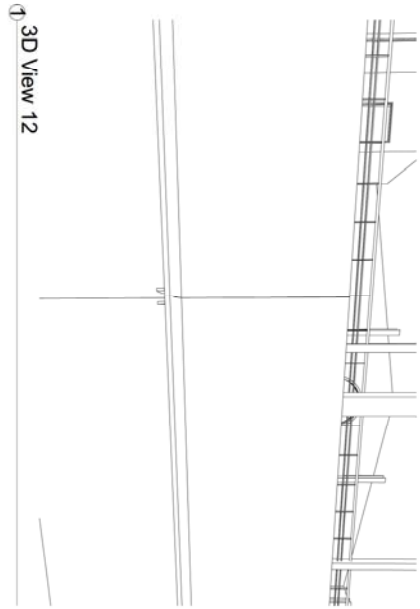
5 3D View 10



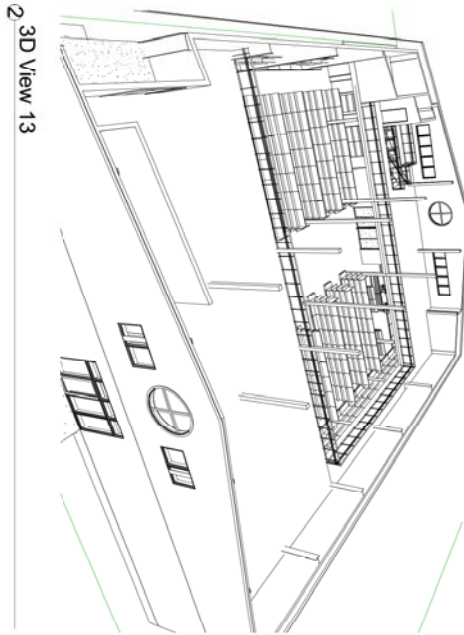
6 3D View 11

"1/8\"/>

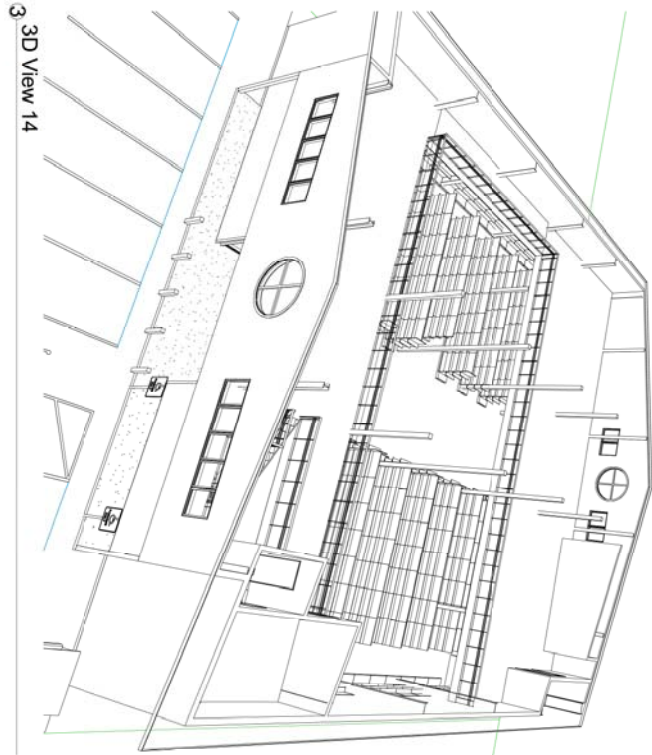
• 9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •



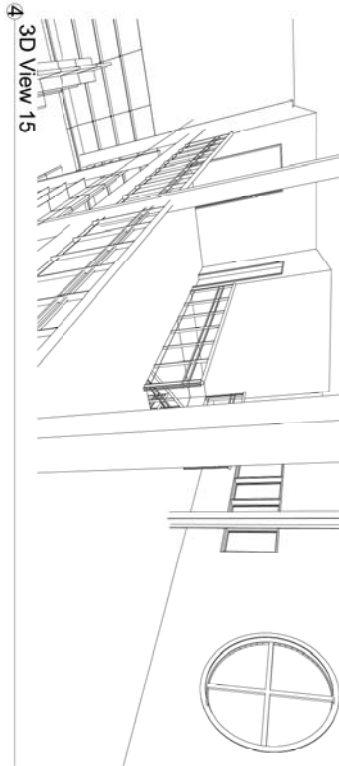
1 3D View 12



2 3D View 13



3 3D View 14



4 3D View 15

"1/8\"/>

• 9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •

A4.2

DR: KBK  
CK: SAJ  
DT: 09 FEB 15  
JB: FACILITY  
DWG:

PLUMBLINE  
FACILITY CONTRACTORS  
CORDOVA, ALASKA

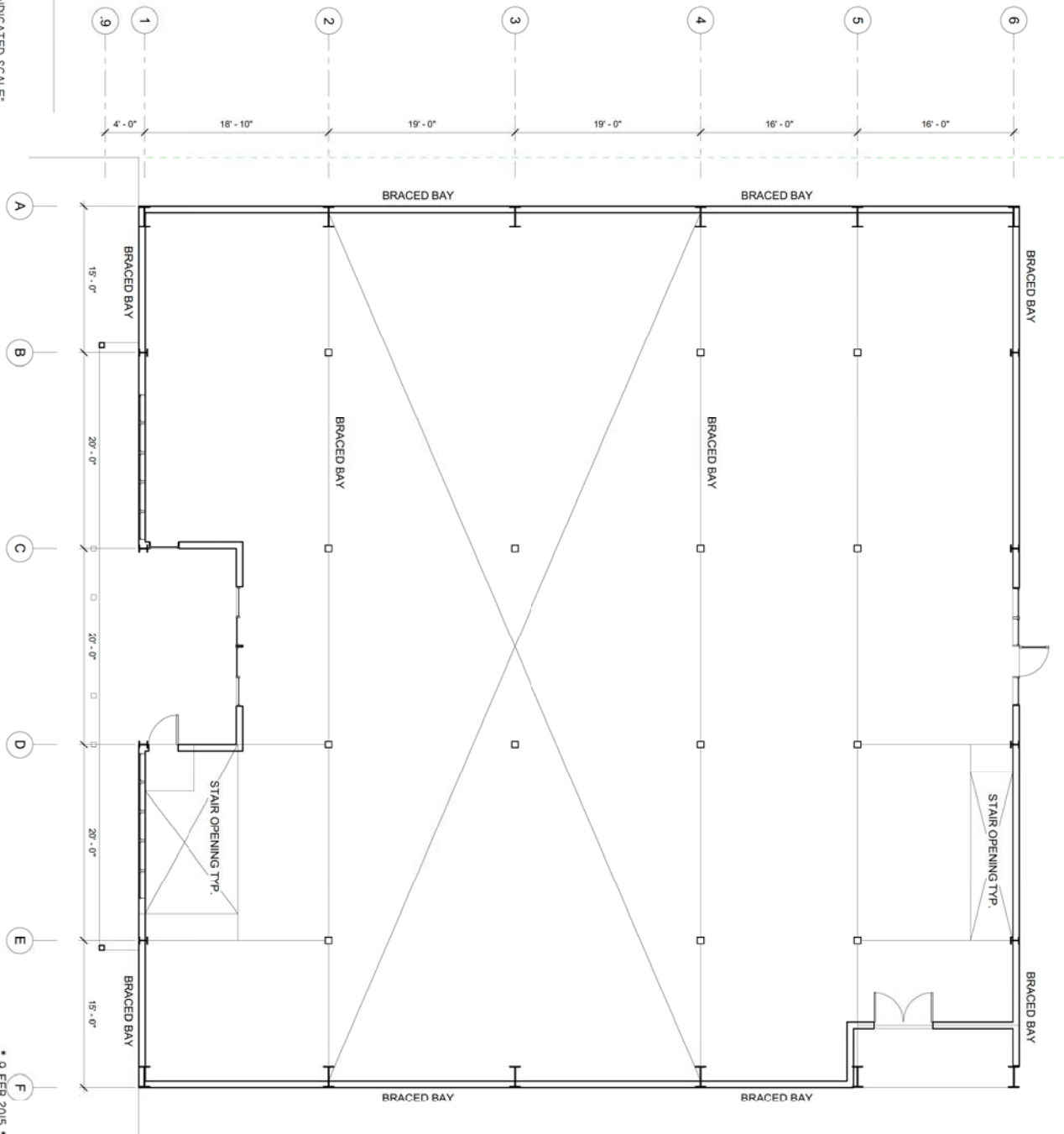
SCOTT A. JONES

SAJJ ARCHITECTURE, LLC  
6375 KULIG DRIVE, ANCHORAGE, ALASKA 99502  
#907-440-6606 #907-258-6606 (FAX)

REV NO: XX DATE

"1/4"=1'-0" DRAWINGS ARE HALF THE INDICATED SCALE"

Level 1  
STRUCTURAL  
3/16" = 1'-0"



9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •

S1.1

DR: KBK  
CK: SAJ  
DT: 09 FEB 15  
JB: FACILITY  
DWG:

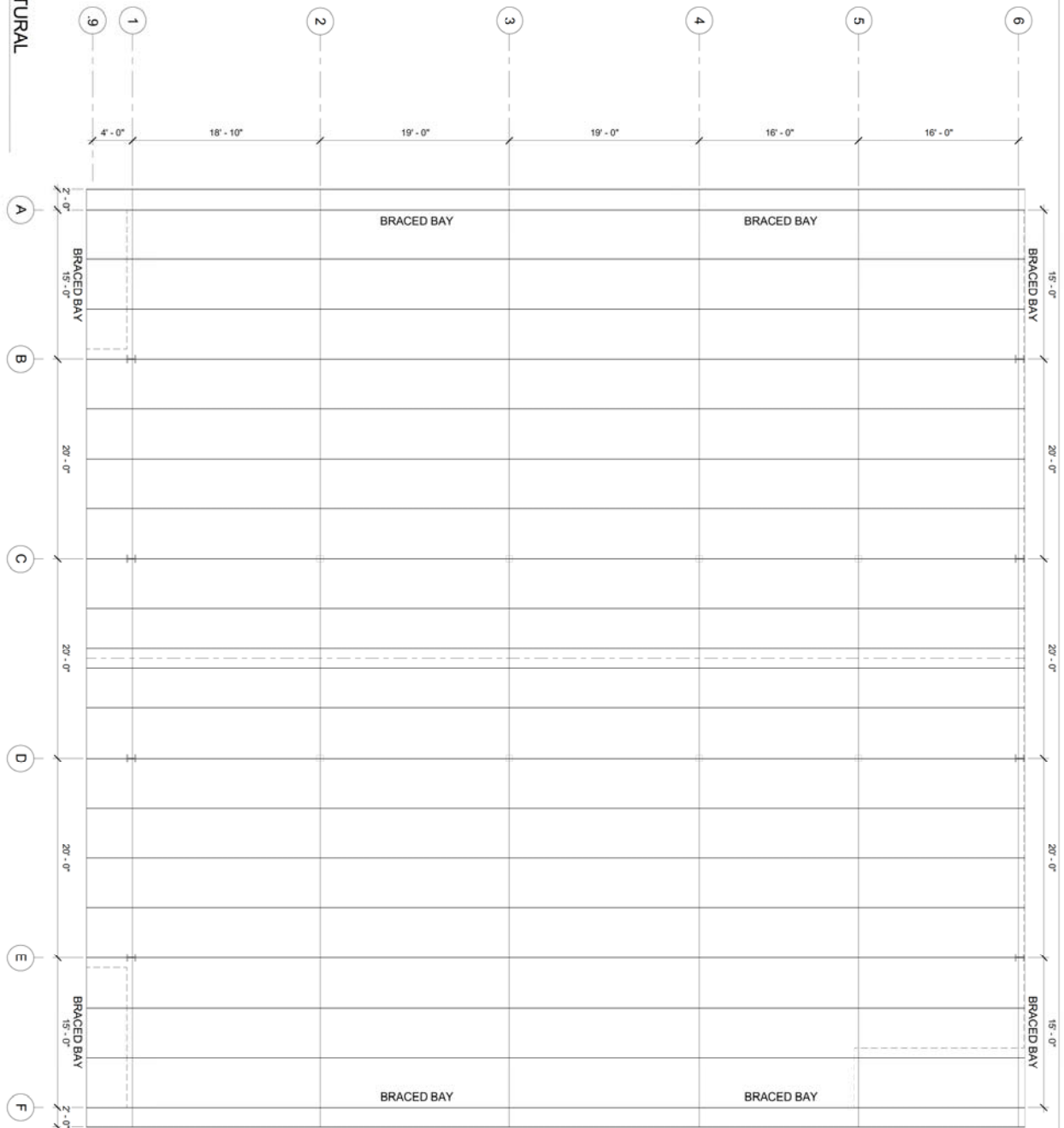
PLUMBLINE  
FACILITY CONTRACTORS  
CORDOVA, ALASKA

SCOTT A. JONES  
6375 KULIG DRIVE, ANCHORAGE, ALASKA 99502  
#907-440-6606 #907-258-6606 (FAX)

SAJJ ARCHITECTURE, LLC

REV NO: XX DATE

1 ROOF STRUCTURAL  
 3/16" = 1'-0"  
 \*1/4"17 DRAWINGS ARE HALF THE INDICATED SCALE\*

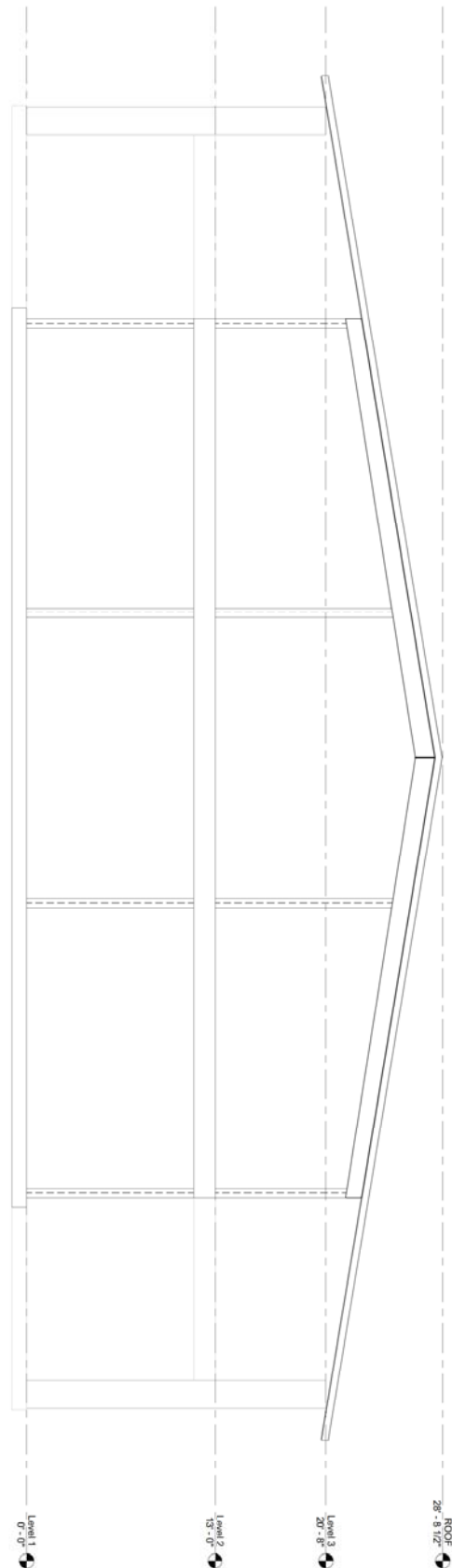


\* 9 FEB 2015 • CITY OF CORDOVA SUBMITTAL \*

\* 1/16" DRAWINGS ARE HALF THE INDICATED SCALE \*

\* 9 FEB 2015 \* CITY OF CORDOVA SUBMITTAL \*

① Section LINE .9  
1/4" = 1'-0"



S1.3

DR: KBK  
CK: SAJ  
DT: 09 FEB 15  
JB: FACILITY  
DWG:

PLUMBLINE  
FACILITY CONTRACTORS  
CORDOVA, ALASKA

SCOTT A. JONES

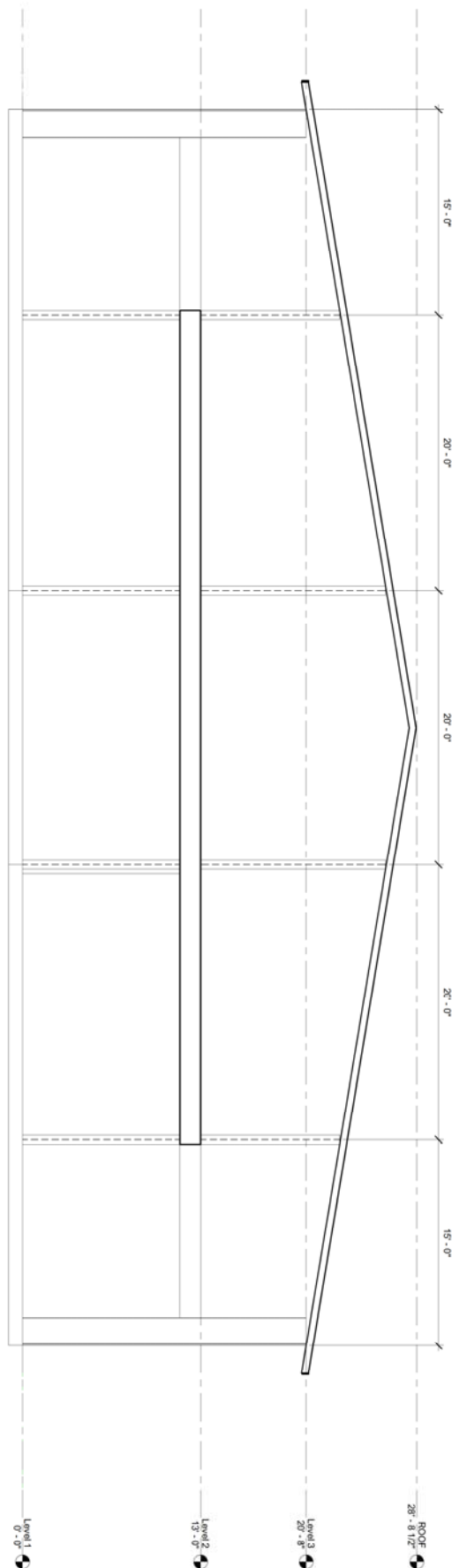
SAJJ ARCHITECTURE, LLC  
6375 KULIG DRIVE, ANCHORAGE, ALASKA 99502  
#907-440-6606 #907-258-6606 (FAX)

REV NO: XX DATE

"1/16" DRAWINGS ARE HALF THE INDICATED SCALE"

• 9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •

① Section LINE 1, 6  
1/4" = 1'-0"



S1.4

DR: KBK  
CK: SAJ  
DT: 09 FEB 15  
JB: FACILITY  
DWG:

PLUMBLINE  
FACILITY CONTRACTORS  
CORDOVA, ALASKA

SCOTT A. JONES  
6375 KULIG DRIVE, ANCHORAGE, ALASKA 99502  
#907-440-6606 #907-258-6606 (FAX)

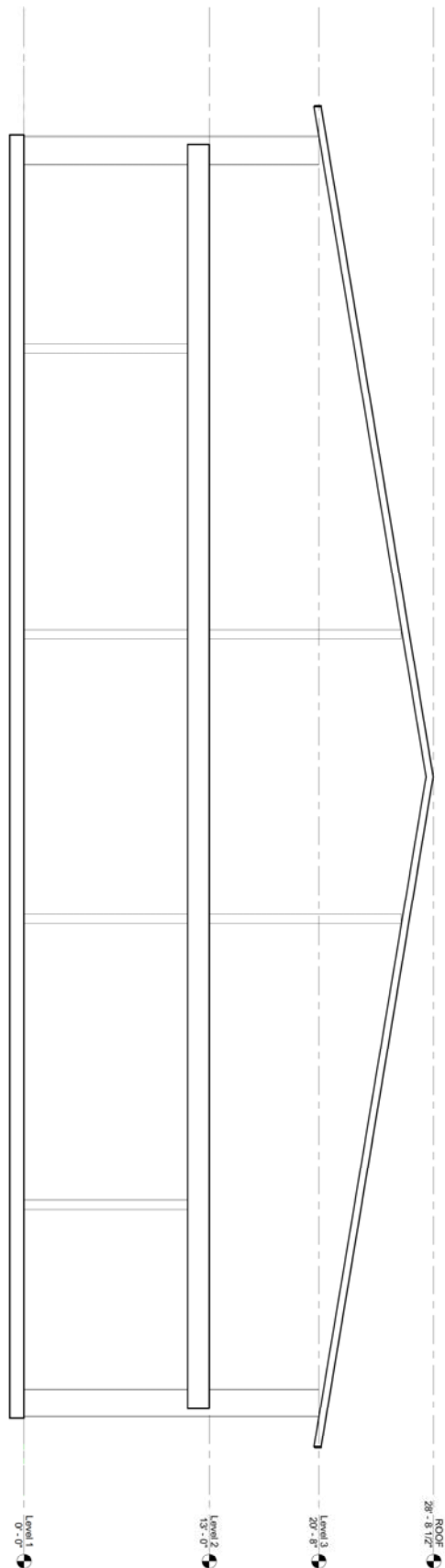
SAJJ ARCHITECTURE, LLC  
6375 KULIG DRIVE, ANCHORAGE, ALASKA 99502  
#907-440-6606 #907-258-6606 (FAX)

REV NO: XX DATE

"1/4" DRAWINGS ARE HALF THE INDICATED SCALE"

• 9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •

Section LINE 2, 4  
1/4" = 1'-0"



S1.5

DR: KBK  
CK: SAJ  
DT: 09 FEB 15  
JB: FACILITY  
DWG:

PLUMBLINE  
FACILITY CONTRACTORS  
CORDOVA, ALASKA

SCOTT A. JONES

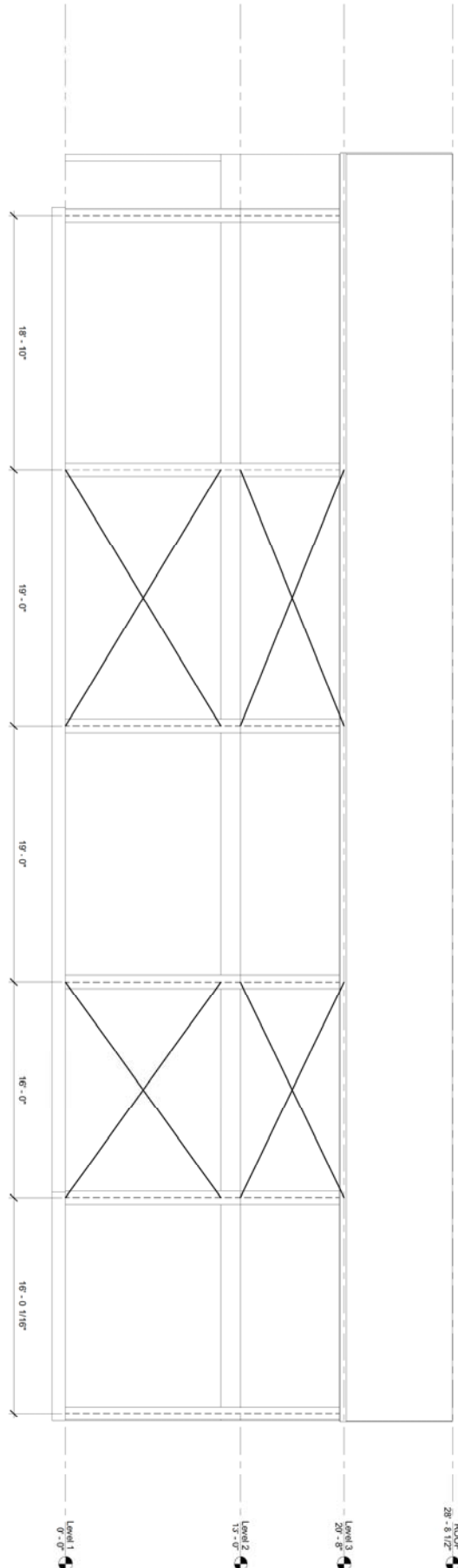
SAJJ ARCHITECTURE, LLC  
6375 KULIG DRIVE, ANCHORAGE, ALASKA 99502  
#907-440-6606 #907-258-6606 (FAX)

REV NO: XX DATE

"1/4" = 1'-0"

9 FEB 2015 • CITY OF CORDOVA SUBMITTAL •

Section LINE A, F  
1/4" = 1'-0"



S1.6

DR: KBK  
CK: SAJ  
DT: 09 FEB 15  
JB: FACILITY  
DWG:

PLUMBLINE  
FACILITY CONTRACTORS  
CORDOVA, ALASKA

SCOTT A. JONES  
6375 KULIG DRIVE, ANCHORAGE, ALASKA 99502  
#907-440-6606 #907-258-6606 (FAX)

SAJJ ARCHITECTURE, LLC  
6375 KULIG DRIVE, ANCHORAGE, ALASKA 99502  
#907-440-6606 #907-258-6606 (FAX)

REV NO. XX DATE



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

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DATE: February 17, 2015  
TO: Mayor & City Council  
SUBJECT: CIP List update discussion

---

Council has decided to revisit the Capital Improvements Projects Resolution and list at least quarterly. The most recent list was approved as Resolution 12-14-55 at the December 17, 2014 regular council meeting – it was in the consent calendar at that meeting but attached are the minutes from the December 3, 2014 meeting when the list was discussed/reordered by Council. Council should give staff direction to bring this back at the March 18, 2015 meeting if Council wishes to reorder the list or change the resolution in any way and it will be brought back with a new resolution number at that time.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 12-14-55**

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

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

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

1. G Float Replacement
2. CCMC Technological Improvements
3. Water Tank Restoration
4. Public Safety Building
5. General Harbor Improvements
6. Shipyard Fill & Shipyard Building
7. South Fill Sidewalks
8. Sawmill Avenue Extension
9. Recreation Building
10. Ferry Trail

and;

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

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

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF DECEMBER, 2014**



  
James Kacsh, Mayor

ATTEST:

  
Tina Hammer, Deputy City Clerk

step yet because we need to modify what we have in order for it to be the City hiring **Dr. Sundby**. She believes that if we don't take this step we will be back in a CEO search process which could take three or more months. **Joyce** said maybe he is mistaken that we don't have an approved contract with **Sundby** but we did approve something at our last meeting. **Bradford** said what it was is that we approved Providence's selection of **Sundby** as CEO. **Bourgeois** directed Council to page nine of the packet in front of them which is the minutes of the last regular meeting. **Reggiani** says he still supports what they did at the last meeting – approving **Sundby** as Providence's choice for CEO. **Hoover** said if she had known that he would only accept if he was made a City employee thus retaining PERS status, she may not have approved that last time. **Joyce** said we all knew that when we approved that. **Hoover** said she was not aware until now of that fact. Vote on motion: 4 yeas, 3 nays. Hoover-yes; Carpenter-yes; Burton-no; Bradford-yes; Bailer-no; Reggiani-no and Joyce-yes. Motion was approved.

#### **M. UNFINISHED BUSINESS - none**

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

16. Council concurrence of Mayor Kacsh's appointments to fill varied board and commission vacancies **Mayor Kacsh** said his choices after some phone calls, including a call to **Erica Clark** were **Kay Groff** and **Krysta Williams** for Library board and **Scott Pegau** and **Tom McGann** for Planning and Zoning Commission. **M/Joyce S/Burton** to concur with Mayor Kacsh's appointments of **Kay Groff** and **Krysta Williams** to the Library Board and **Scott Pegau** and **Tom McGann** to the Planning and Zoning Commission all with terms to expire November 2017.

**Hoover** asked what the conversation was like with **Erica Clark**. **Mayor Kacsh** said he thanked her and explained that with the move to the Cordova Center this existing Library Board has a lot of plans in the works for the transition into the new building and he'd like to see the continuity by keeping these two ladies on. He encouraged her to reapply in the future or to consider other Boards and Commissions as well.

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

17. Replacement of the Performance Deed of Trust with a Performance Bond for Ocean Beauty Seafoods, Lot 1, Block 1 Cordova Industrial Park

**M/Bradford S/Bailer** to approve Ocean Beauty's purchase and sale agreement.

**Bradford** said he read through this and it seems very straight forward. **Joyce** said this is very similar to the existing Performance deed of trust but just a transfer of wording.

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

#### **18. CIP List Resolution discussion**

**Burton** said he thinks we should remove the Cordova Center. **John Bitney** came to the table to speak and said he agrees but that he knows the Cordova Center is the City's top priority but what you are crafting here is your list that goes to Juneau. **Burton** said he's like to see G float remain at the top of the list. There was Council consensus to remove the Cordova Center and to add in Water Tank Restoration (a \$250K) item into the list as number 3. The Clerk was directed to bring this back for the next regular meeting in a new resolution with a new number for approval.

#### **19. Pending Agenda, Calendar, Elected & Appointed Officials lists**

Council discussed an audit presentation. **Reggiani** opined that this was very late and he wondered what we could do to have it done more like in June next year. **Stavig** said it's all about getting on their schedule earlier and we kind of lost our slot during the snowpocalypse year and we've never gotten back into our old routine. **Mayor Kacsh** said that **Joanie Behrends** asked for a noon lunch with Council and he would get back with Council on this. **Randy** would schedule this and get back with Council.

Council opted to continue the recessed work session from earlier in the evening at 5pm tomorrow.

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

# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 2/26/15  
**Re:** Proposal Packet for Lot 4A, Block 5, North Fill Development Park Addition No. 2

---

## **PART I – GENERAL INFORMATION**

At the February 4<sup>th</sup> City Council Meeting, City Council voted Lot 4A, Block 5, North Fill Development Park Addition No. 2 (impound lot) go out for proposals. Staff was asked to provide proposal packets to City Council with these additional items included in the packet:

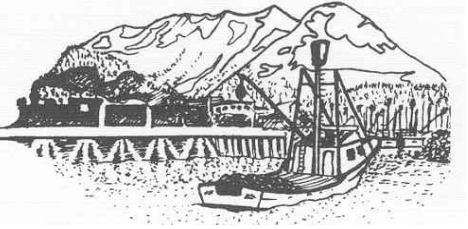
1. Lease with option to purchase contract.
2. A deposit required.
3. A place in the proposal packet for City Council to add their criteria.

Staff have put together the standard proposal packet which goes out for each property disposal. Attached is the proposal packet with 1 & 2 above now included in the packet. At this time the staff would like direction on these items:

1. Criteria –  
How does City Council want this criteria to appear on the proposal form: City Council Criteria?  
Just under additional information?  
Are these required elements - in other words if the criteria you set are not in the proposal it is thrown out and not move through the process? Is that decision made by staff, the Planning Commission, or City Council?



# CITY OF CORDOVA



## SEALED PROPOSAL FORM

**All proposals must be received by the Planning Department by XXXXXXXX, 2015 at 10 AM.**

Property: Lot 4A, Block 5, North Fill Development Park Addition No. 2. See attached map.

Name of Proposer: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_  
Email: \_\_\_\_\_

\_\_\_\_\_

**Note: All submitted proposals for this property will be reviewed by the Planning Commission using the attached criteria. 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 any proposal deemed most advantageous to the City of Cordova.**

The chosen proposal will be subject to a Site Plan Review conducted in accordance with Chapter 18.42 of the Cordova Municipal Code. Prior to the issuance of a Building Permit, the City Council must approve the site plan for the project.

The fair market value for Lot 4A, Block 5, North Fill Development Park Addition No. 2 is **\$48,000.00**. The fair market value has been determined by a qualified licensed appraiser and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, that shall be the amount paid for the property.

The property fails to meet Cordova Municipal Code (CMC) 18.33.100.A.2., which mandates the minimum lot size in the zoning district. Compliance with CMC 18.33.100.A.2. is not required for the property. Compliance with all other CMC provisions is required unless the property owner obtains a variance under CMC 18.64.020.

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 attached Lease with Option to Purchase is a template for the agreement that will be negotiated with the proposal that is awarded the property.

All organizations that submit proposals will be required to meet the appropriate criteria within Cordova Municipal Code Section 5.22. A link to the City Code is available at [www.cityofcordova.net](http://www.cityofcordova.net).

**Proposed Price \$** \_\_\_\_\_

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 City of Cordova Municipal Code section 5.22.100.

Please review the attached section of Code for the permitted uses within the **Waterfront Industrial District**.

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

1. Describe the type of business you're proposing to develop.
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.

**Attachment C:** The property parcel with measurements.

**Attachment D:** Cordova Municipal Code - Waterfront Industrial 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](mailto:citymanager@cityofcordova.net) and [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net). The email subject line shall be "Proposal for Lot 4A, Block 5," and the proposal shall be attached to the email as a PDF file.**

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

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

**Proposals received after **XXXXXXXX**, 2015 at 10 AM will not be considered.**

## 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

<b>Criteria</b>	<b>Multiplier</b>	<b>Proposal Rank 1-10</b>	<b>Subtotal for Proposal</b>
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		
<b>Total</b>	<b>10</b>		



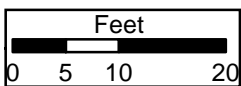
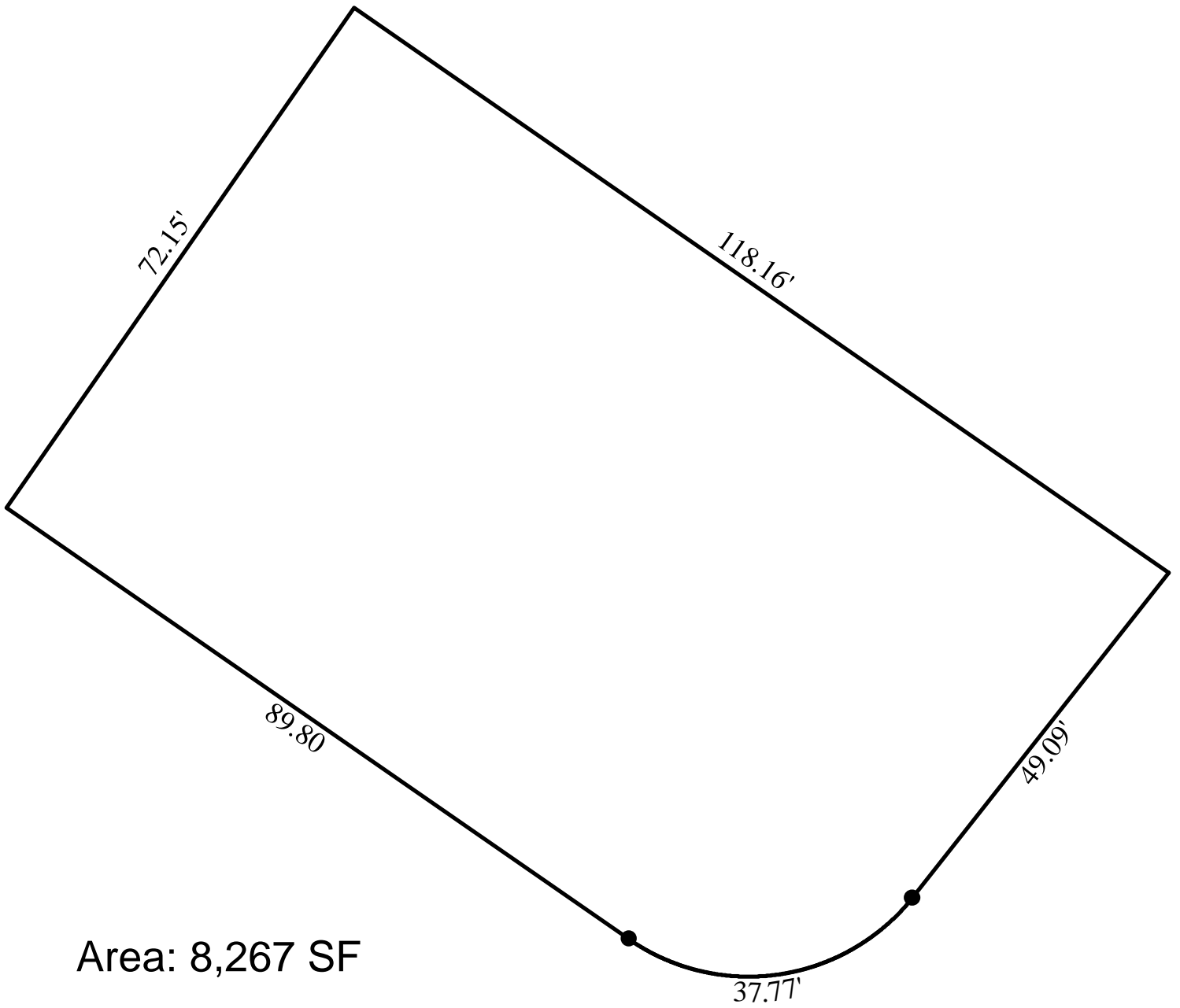




ATTACHMENT B



ATTACHMENT C



Chapter 18.33 - WATERFRONT INDUSTRIAL DISTRICT

Sections:

18.33.010 - Purpose.

The following statement of intent and use regulations shall apply in the WI district:

The waterfront Industrial district is intended to be applied to land with direct access or close proximity to navigable tidal waters within the city. Uses within the waterfront industrial district are intended to be marine-dependent or marine-oriented, and primarily those uses which are particularly related to location or commercial enterprises that derive an economic benefit from a waterfront location.

(Ord. 634 (part), 1988).

18.33.020 - Permitted principal uses and structures.

The following are the permitted principal uses and structures in the waterfront industrial district:

- A. Marine sales;
- B. Open wet moorage;
- C. Covered wet moorage;
- D. Passenger staging facility;
- E. Haulout facilities;
- F. Marine construction, repair and dismantling;
- G. Cargo terminal;
- H. Cargo handling and marine-oriented staging area;
- I. Fish and seafood processing;
- J. Warehousing and wholesaling;
- K. Open storage for marine-related facilities;
- L. Fuel storage and sales.

(Ord. 634 (part), 1988).

18.33.030 - Permitted accessory uses and structures.

- A. Bunkhouses in conjunction with permitted principal uses;
- B. Residential dwelling for watchman or caretaker employed on the premises, or owner-operator and members of his family, in conjunction with permitted principal uses;
- C. Retail business when accessory to a permitted principal use.

(Ord. 634 (part), 1988).

18.33.040 - Conditional uses and structures.

Subject to the requirements of the conditional use standards and procedures of this title, the following uses and structures may be permitted in the WI district:

- A. Log storage and rafting;
- B. Timber and mining manufacturing.

## ATTACHMENT D

(Ord. 634 (part), 1988).

### 18.33.050 - Prohibited uses and structures.

Any use or structure not of a character as indicated under permitted uses, accessory uses, or conditional uses.

(Ord. 634 (part), 1988).

### 18.33.060 - Setbacks.

#### A. Minimum Setbacks.

1. Front yard-Twenty feet.
2. Side yard and rear yard: subject to Uniform Building Code regarding fire walls and separation of buildings.

(Ord. 634 (part), 1988).

### 18.33.070 - Lot coverage.

#### A. Maximum lot coverage by all buildings and structures as regulated by the Uniform Building Code.

(Ord. 634 (part), 1988).

### 18.33.080 - Height.

#### A. Maximum height of buildings and structures: subject to Uniform Building Code regarding building heights.

(Ord. 634 (part), 1988).

### 18.33.090 - Off-street parking and loading.

#### A. Off- street Parking and Loading. The requirements for off-street parking and loading in the waterfront industrial district shall be as set forth in Chapter 18.48 of this code.

(Ord. 634 (part), 1988).

### 18.33.100 - Minimum lot requirements.

#### A. Minimum Lot Requirements.

1. Lot width: 100 feet;
2. Lot size: 10,000 feet.

(Ord. 634 (part), 1988).

### 18.33.110 - Signs.

#### A. Signs. Signs may be allowed in the waterfront industrial district subject to the supplementary district regulations, the Uniform Sign Code, as set forth in Chapter 18.44 of this code.

(Ord. 634 (part), 1988).

### 18.33.120 - Floor elevations.

#### A. Minimum Finished Floor Elevations. In the waterfront industrial district, the following minimum finished floor elevations for the ground floor shall be adhered to:

North Fill Development Park

# ATTACHMENT D

Block 1	
Lot 1	27.00'
Lot 2	26.50'
Lot 3	27.25'
Block 2	
Lot 4	27.25'
Lot 1	26.50'
Block 3	
Lot 2	26.25'
Lot 1	26.50'
Block 4	
Lot 1	27.25'
Lot 2	27.25'
Lot 3	27.25'
Lot 4	27.25'
Lot 5	26.25'
Block 5	
Lot 1	27.25'
Lot 2	27.25'
Block 6	

## ATTACHMENT D

Lot 2	26.50'
Lot 1	26.25'
Block 7	
Lot 2	26.50'
Lot 3	26.25'
Lot 1	26.75'
Lot 3	27.25'
Block 8	
Lot 1	27.00'
Lot 2	26.75'
Lot 3	26.50'
Lot 4	26.25'

Note: The elevation datum used is based on the following described bench mark:

USC & GS Standard Brass Disk Located in Sidewalk Adjacent to Fish Game Building near Southwest Corner of Intersection Railroad Avenue and Breakwater Avenue. Elevation 40.40 Above M.L.L.W.

(Ord. 634 (part), 1988).

### 18.33.130 - Site plan review.

- A. Prior to the issuance of a building for construction within the waterfront industrial district, the planning commission shall approve the development plan for the project. The site plan review shall be conducted in accordance with Chapter 18.42 of this code.
- B. The exterior siding and roof shall be finished in earthtone colors.

(Ord. 634 (part), 1988).

**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 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



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

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

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

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,

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;

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;

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

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:



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

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

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

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.

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: \_\_\_\_\_

**Exhibit A**  
**Legal Description**

**Exhibit B**  
**Development Plan**

DRAFT

# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 2/26/15  
**Re:** Proposal Packet for Lot 13, Block 12, Original Townsite

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## **PART I – GENERAL INFORMATION**

At the February 4<sup>th</sup> City Council Meeting, City Council voted that Lot 13, Block 12, Original Townsite go out for proposals. Staff was asked to provide proposal packets to City Council with these additional items included in the packet:

1. Lease with option to purchase contract.
2. A deposit required.
3. A place in the proposal packet for City Council to add their criteria.

Staff have put together the standard proposal packet which goes out for each property disposal. Attached is the proposal packet with 1 & 2 above now included in the packet. At this time the staff would like direction on these items:

1. Criteria –  
How does City Council want this criteria to appear on the proposal form: City Council Criteria?  
Just under additional information?  
Are these required elements - in other words if the criteria you set are not in the proposal it is thrown out and not move through the process? Is that decision made by staff, the Planning Commission, or City Council?

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

**All proposals must be received by the Planning Department by XXXXXXXXX, 2015 at 10 AM.**

Property: Lot 13, Block 12, Original Townsite. See attached map.

Name of Proposer: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

**Note: All submitted proposals for this property will be reviewed by the Planning Commission using the attached criteria. 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 any proposal deemed most advantageous to the City of Cordova.**

The fair market value for Lot 13, Block 12, Original Townsite is \$XXXX. The fair market value has been determined by a qualified licensed appraiser and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, that shall be the amount paid for the property.

The property fails to meet Cordova Municipal Code (CMC) 18.24.030.A, which mandates the minimum lot area in the zoning district. Compliance with CMC 18.24.030.A is not required for the property, however under CMC 18.24.030.B the minimum lot area for a one-family dwelling is 4,000 sq. ft. Compliance with this provision and all other CMC provisions is required unless the property owner obtains a variance under CMC 18.64.020.

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 attached Lease with Option to Purchase is a template for the agreement that will be negotiated with the proposal that is awarded the property.

All organizations that submit proposals will be required to meet the appropriate criteria within Cordova Municipal Code Section 5.22. A link to the City Code is available at [www.cityofcordova.net](http://www.cityofcordova.net).

**Proposed Price \$** \_\_\_\_\_



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 City of Cordova Municipal Code section 5.22.100.

Please review the attached section of Code for the permitted uses within the **Medium Density Residence District**.

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

1. Describe the type of 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.

**Attachment C:** The property parcel with measurements.

**Attachment D:** Cordova Municipal Code – R Medium Density Residence 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](mailto:citymanager@cityofcordova.net) and [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net).** The email subject line shall be "Proposal for Lot 13, Block 12," and the proposal shall be attached to the email as a PDF file.

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

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

**Proposals received after XXXXXXXX, 2015 at 10 AM will not be considered.**

## 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

<b>Criteria</b>	<b>Multiplier</b>	<b>Proposal Rank 1-10</b>	<b>Subtotal for Proposal</b>
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		
<b>Total</b>	<b>10</b>		

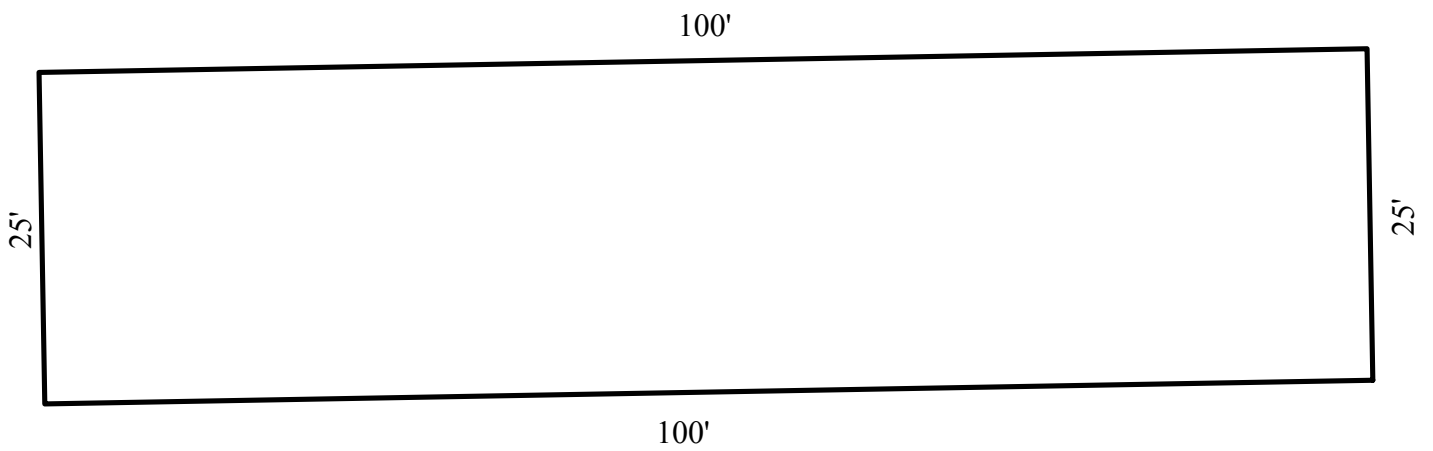
ATTACHMENT B



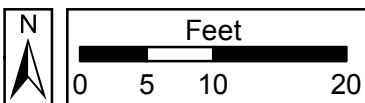
ATTACHMENT B



ATTACHMENT C



Area = 2,500 sq. ft.



Chapter 18.24 - R MEDIUM DENSITY RESIDENCE DISTRICT

Sections:

18.24.010 - Permitted uses.

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

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

(Prior code § 15.204.2(A)).

18.24.020 - Building height limit.

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

(Prior code § 15.204.2(B)).

18.24.030 - Lot area.

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

(Prior code § 15.204.2(C)).

18.24.040 - Front yard.

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

(Prior code § 15.204.2(D)).

18.24.050 - Rear yard.

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

(Prior code § 15.204.2(F)).

18.24.060 - Side yard.

## ATTACHMENT D

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

(Prior code § 15.204.2(E)).

**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 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

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

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

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

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,

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;

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;

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



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:

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

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

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

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.

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**

DRAFT

## **Title 15 - CITY OWNED MEDICAL FACILITIES**

### **15.10.005 - Definitions.**

#### **15.20.010 - Community health services board.**

#### **15.30.020 - Administration.**

#### **15.40.030 - Medical staff.**

#### **15.50.040 - Allied health professionals.**

#### **15.60.050 - Other health care professionals.**

#### **15.70.060 - Schedule of revenue.**

## **Title 15 - CITY OWNED MEDICAL FACILITIES**

### Sections:

### **15.10.005 - Definitions.**

As used in this chapter:

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

"Board" means the Community Health Services Board.

"CCMC" means the Cordova Community Medical Center, which consists of an acute care hospital, long term care facility and clinic, and all other health care facilities owned and/or operated by the city.

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

*(Ord. No. 1106, § 1, 2-20-2013)*

### **15.20.010 - Community health services board.**

- A. There shall be a board known as the community health services board which shall be composed of all the members of the city council. No employee of the CCMC or the administrator shall be eligible to serve on the board.
- B. A subcommittee of the board comprised of three board members shall be appointed by a majority of the board to provide guidance to the mental health and alcohol programs and develop and present the mental health and alcohol budget to the board.
- C. General Powers. Subject to state and municipal law, the board shall be responsible for the operations of CCMC and shall prescribe the terms under which patients shall be admitted to CCMC. Standards of operation shall be established and enforced, to the extent possible, by the board. The powers of the board may be delegated to a contract administrator with approval by a majority of the board.
- D. Organization. The board shall elect annually from its members a president, a vice-president and secretary and such other officers as it deems necessary. The board shall establish such committees and shall assign such duties and responsibilities to the committees as it deems necessary.
- E. Removal. A member of the board shall be removed upon removal of that member from the council.
- F. Meetings. The board shall meet quarterly in concurrence with the first council meeting in January, April, July, and October at a time and place to be designated by the board, and notice of and agenda of all meetings shall be posted at a public location in the CCMC, and at the city hall. Any two members of the board may schedule a meeting at any time when they determine such a meeting is necessary. All meetings of the board shall be open to the public; except that the board may meet in executive session, pursuant to notice, to discuss:



1. Matters the immediate knowledge of which would clearly have an adverse effect upon the finance of the government unit;
  2. Subjects that tend to prejudice the reputation and character of any person; provided, that the person may attend the discussion and request a public discussion;
  3. Matters which, by law, municipal charter or ordinance, are required to be confidential;
  4. Matters involving consideration of governmental records that by law are not subject to disclosure;
  5. Direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations.
- G. Reports. The board shall, on or before sixty days prior to the end of the fiscal year, submit a detailed and itemized estimate of revenues and a detailed and itemized budget for the next fiscal year to the city council.
- H. Membership in Association. The board may maintain membership in any local, state, or national group or association organized and operated for the promotion of the public health and welfare or the advancement of the efficiency of medical center and community health facilities administration and in connection therewith, pay dues and fees thereto.

*(Ord. No. 1106, § 1, 2-20-2013)*

#### **15.30.020 - Administration.**

- A. All personnel necessary to operate the CCMC, except for employees of a contract administrator, shall be subject to personnel, pay, and classification plans for CCMC employees. No personnel, pay, or classification plan is effective unless and until it is approved by the board. All contracts for nonmedical services which obligate the CCMC in excess of twenty-five thousand dollars, including contracts for professional or consulting services, must be approved in advance by the board.
- B. Administrator. The administrator shall be the chief executive officer of the CCMC.
1. Appointment and Termination of Administrator. The administrator shall be appointed by the board and may be terminated by the board. In determining whether to appoint or terminate an administrator, the board shall consult with the city attorney.
  2. Duties and Responsibilities of the Administrator. The administrator is responsible for the overall supervision of the affairs of the CCMC. The administrator's authority and duties shall include without limitation, the following:
    - a. To be responsible for carrying out all applicable laws and ordinances and the terms of all grants received by the health services system;
    - b. To be responsible for carrying out policies established by the board or the city council;
    - c. To prepare and submit to the board a detailed and itemized estimate of revenues and a detailed and itemized budget at least ninety days prior to the end of the fiscal year, for the next fiscal year;
    - d. To prepare and submit to the board a plan of organization for the personnel and others concerned with the CCMC;
    - e. To select, employ, control, and discharge all CCMC employees subject to oversight and approval by city manager in accordance with the provisions of any CCMC personnel plans;
    - f. To work with the professional staff and with those concerned with the rendering of professional services to the end that the best possible care may be rendered to all patients;
    - g. To prepare such reports as may be required on any phase of medical center activity;

- h. To attend all meetings of the board and standing committees established by the board, except where otherwise specified;
- i. To supervise all purchasing of equipment and supplies in accordance with policy and procedures established and approved by the board and approved by the city council;
- j. To ensure that CCMC adopts and imposes a record retention policy that fully complies with federal, state, and local laws;
- k. To perform any other duty that may be necessary in the best interest of the city medical center system.

*(Ord. No. 1106, § 1, 2-20-2013)*

#### **15.40.030 - Medical staff.**

- A. The medical staff shall be defined and governed by medical staff bylaws approved by the board. Any amendments to the medical staff bylaws shall also be approved by the board. There is created a medical staff which shall be composed of physicians, dentists, and podiatrists.
- B. Professional Care. All persons admitted to CCMC shall be under the professional care of a member of the medical staff.
- C. Responsibility. The medical staff shall be responsible to the board for the clinical and scientific work of the medical center, clinic or other community health facilities operated by the city. The medical staff shall be called upon to advise the board regarding professional problems and policies.
- D. Membership. The medical staff shall at all times comply with all federal and state laws of medical practice. In this latter connection, the practice of fee-splitting shall be prohibited and any such division of fees shall be cause for exclusion or expulsion from the staff. Appointment to the medical staff shall be made by the board as provided under the medical staff bylaws.
- E. Contract for Rendering of Professional Services. The board may contract with medical staff for the rendering of professional services at CCMC.
- F. Costs. If any attorney is retained to hear a case, the attorneys fees and costs shall be considered an operating cost of the CCMC.

*(Ord. No. 1106, § 1, 2-20-2013)*

#### **15.50.040 - Allied health professionals.**

Allied health professionals, as defined in the medical staff bylaws, shall comply with the medical staff bylaws. The board must approve privileges at CCMC for any allied health professional. Since no right of privileges are presumed, rejection of an applicant is final, except that a rejected applicant may reapply at any time. The granting of privileges to an allied health professional does not confer upon that individual any degree or classification of membership on the medical staff.

*(Ord. No. 1106, § 1, 2-20-2013)*

#### **15.60.050 - Other health care professionals.**

The board may at its discretion, provide for the granting of privileges at CCMC to health care professionals who are not members of the medical and nursing staff, and who are not allied health professionals. Candidates for this category of health care professionals must possess a valid Alaska license to practice their profession, and must qualify by virtue of all federal, state and local laws. Each category of professional health care providers must furnish such credentials, as shall be required by the board and the medical staff bylaws.

*(Ord. No. 1106, § 1, 2-20-2013)*

#### **15.70.060 - Schedule of revenue.**

- A. Finances of the CCMC shall be in accordance with city, state and federal laws and regulations, those regulations generally prescribed by any accrediting associations as may apply and as the Board determines to accept. For all checks issued from CCMC funds, two signatures shall be required. The board may, by board policy, establish a monetary cap and checks exceeding the monetary cap shall require the signature of the administrator and a member of the board and checks not exceeding the monetary cap shall require the signature of the administrator and a CCMC employee to be designated by the board. In absence of the administrator checks shall be signed as established by board policy.
- B. Schedule of Charges. A schedule of revenue for each classification as incorporated in the budget shall be approved annually or more frequently as need may arise by the board. The city council may, through taxation or other lawful method of obtaining funding, provide additional or supplemental funding of community health services operations.
- C. Preparation and Submission of Budget.
  - 1. The administrator shall prepare an annual budget in accordance with approved CCMC procedures and shall submit such budget to the board for approval. The board shall submit such budget to the city council with its recommendations by no later than sixty days prior to the end of the fiscal year.
  - 2. The city council, in accordance with [Section 5-4](#) of the City Charter, by vote of at least a majority of its members no later than the third day before the beginning of the fiscal year, shall adopt budget appropriations of the next fiscal year. If the council fails to adopt the budget and make appropriations on or before that day, the budget and rate changes if any, as submitted or as amended as the case may be, shall go into effect and the proposed expenditures therein shall become the appropriations for the next fiscal year.
- C. Other Fiscal Matters. All other fiscal matters including, but not limited to, custody of funds, accounting and collection, shall be governed by general accounting procedures.

*(Ord. No. 1106, § 1, 2-20-2013)*

## **Pending agenda:**

Capital Priorities List Meeting **June 3, 2015; Sep 2, 2015; Dec 2, 2015; Mar 2, 2016;**

HSB Quarterly regular meetings **Apr 1, 2015; July 1, 2015; Oct 7, 2015; Jan 6, 2016**

Staff quarterly reports in packets: **April 15, 2015; Aug 5, 2015; Nov 5, 2015; Jan 20, 2016**

**March 4, 2015 Regular Meeting** – Council to look at Capital projects that were not put into the 2015 budget during budget work sessions in December 2014

**March 18, 2015** – tentatively scheduled Providence Health & Services Alaska and City Council work session regarding hospital management – 6pm

**April 4, 2015** – Council goal-setting all-day retreat; location to be determined

## **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 Seneor, VACANCY, VACANCY, Toni Godes, and David Zastrow

## **Calendars:**

3 months of calendars are attached hereto  
March 2015; April 2015; May 2015

# March 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 —Absentee CH 8-5—	3 City General Election Polls open 7am—8pm LMR	4 7:00 reg mtg LMR	5	6 Assessment Notices mailed	7
8	9	10 6:30 P&Z LMR	11 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	12 Spec mtg to certify election Noon CH  FEMA flooplain train- ing w-P&Z Cms 6pm LMR	13	14
15	16 CSD—spring break	17 CSD—spring break	18 6:00 wksn LMR 7:00 reg mtg LMR CSD—spring break	19 CSD—spring break	20 CSD—spring break	21
22	23	24	25	26	27	28
29	30 Seward's Day City Hall Offices Closed	31				Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary

# April 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library			1  6:45 pub hrg LMR 7:00 reg mtg LMR	2	3	4  City Council all day retreat / goal setting session—location tba
5	6  Last day to appeal 2015 prop assessment	7  6:30 P&Z LMR	8  7:00 Sch Bd HSL 7:00 Hrbr Cms CH	9	10	11
12	13	14	15  6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	16	17	18
19	20  BOE meeting 7:00 LMR	21	22	23	24	25
26	27	28	29	30		Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library

May 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library					1	2
3	4	5	6  6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	7	8	9
10	11	12 City Special Election Polls open 7am—8pm LMR  6:30 P&Z LMR	13  7:00 Sch Bd HSL 7:00 Hrbr Cms CH	14	15	16
17	18	19	20  6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	21	22  Last day of school!!	23
24  _____	25 Memorial Day City Hall Offices Closed	26	27	28	29	30
31						125

**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
<b>Mayor:</b> 3 years	<b>James Kacsh</b> <a href="mailto:Mayor@cityofcordova.net">Mayor@cityofcordova.net</a>	March 5, 2013	March-16
Council members:			
Seat A: 3 years	<b>Kristin Carpenter</b> <a href="mailto:CouncilSeatA@cityofcordova.net">CouncilSeatA@cityofcordova.net</a>	March 5, 2013	March-16
Seat B: 3 years	<b>Timothy Joyce</b> <a href="mailto:CouncilSeatB@cityofcordova.net">CouncilSeatB@cityofcordova.net</a>	March 4, 2014 March 14, 2013 August 2, 2012	March-17 filled vacancy appt to A
Seat C: 3 years	<b>Tom Bailer</b> <a href="mailto:CouncilSeatC@cityofcordova.net">CouncilSeatC@cityofcordova.net</a>	March 4, 2014	March-17
Seat D: 3 years	<b>Bret Bradford</b> <a href="mailto:CouncilSeatD@cityofcordova.net">CouncilSeatD@cityofcordova.net</a>	March 6, 2012 March 3, 2009	March-15
Seat E: 3 years	<b>Hayley Hoover</b> <a href="mailto:CouncilSeatE@cityofcordova.net">CouncilSeatE@cityofcordova.net</a>	October 1, 2014	March-15 filled vacancy elcted by cncl
Seat F: 3 years	<b>David Reggiani, Vice Mayor</b> <a href="mailto:CouncilSeatF@cityofcordova.net">CouncilSeatF@cityofcordova.net</a>	March 5, 2013 March 2, 2010 March 3, 2009	March-16 1 yr trm
Seat G: 3 years	<b>James Burton</b> <a href="mailto:CouncilSeatG@cityofcordova.net">CouncilSeatG@cityofcordova.net</a>	March 5, 2013	March-16

**SCHOOL BOARD - ELECTED**

length of term		Date Elected	Term Expires
3 years	<b>Daniel Reum</b>	March 6, 2012	March-15
3 years	<b>Tammy Altermott</b>	March 5, 2013	March-16
3 years	<b>Peter Hoepfner</b>	March 6, 2012 March 3, 2009 March 7, 2006	March-15
3 years	<b>Sheryl Glasen</b>	March 4, 2014	March-17
3 years	<b>Barb Jewell, President</b>	March 5, 2013	March-16
3 years	<b>Bret Bradford (appointed, non-voting)</b>	April-14 April-13 August-12	March-15

**LIBRARY BOARD - APPOINTED**

length of term		Date Appointed	Term Expires
3 years	<b>Wendy Ranney</b>	April-13	November-15
3 years	<b>Shannon Mallory</b>	November-13	November-16
3 years	<b>Krysta Williams</b>	December-14 November-11	November-17
3 years	<b>Kay Groff</b>	December-14 December-11 January-09	November-17
3 years	<b>Mary Anne Bishop, Chair</b>	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	<b>Kristin Carpenter, President</b>		with Council office
3 years	<b>Tom Bailer</b>		with Council office
3 years	<b>Tim Joyce</b>		with Council office
3 years	<b>James Burton</b>		with Council office
3 years	<b>Bret Bradford</b>		with Council office
3 years	<b>Hayley Hoover</b>		with Council office
3 years	<b>David Reggiani</b>		with Council office

## PLANNING AND ZONING COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	<b>Allen Roemhildt</b>	January-14	November-16
3 years	<b>Scott Pegau</b>	December-14	November-17
		December-11	
3 years	<b>John Baenen</b>	December-12	November-15
3 years	<b>Tom Bailer</b>	November-13	November-16
		December-11	
		November-08	
3 years	<b>Tom McGann</b>	December-14	November-17
		December-11	
		April-11	
3 years	<b>John Greenwood, Chair</b>	December-12	November-15
		November-09	
3 years	<b>Mark Frohnapfel</b>	February-15	November-17

## HARBOR COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	<b>Robert Beedle</b>	January-14	November-17
3 years	<b>Greg LoForte</b>	February-13	November-16
		January-10	
		January-07	
3 years	<b>Max Wiese</b>	January-14	November-17
		March-11	
3 years	<b>Ken Jones</b>	February-13	November-16
3 years	<b>James Burton, Chair</b>	July-14	November-15
		April-13	

## PARKS AND RECREATION COMMISSION - APPOINTED

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