

Mayor
James Kacsh

Council Members
Kristin Carpenter
Tim Joyce
Tom Bailer
Robert Beedle
Josh Hallquist
David Reggiani
James Burton

City Manager
Randy Robertson

City Clerk
Susan Bourgeois

Deputy Clerk
Tina Hammer

Student Council
Ashley Reece
Bhren Peña

**REGULAR COUNCIL MEETING
APRIL 01, 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, Robert Beedle, Josh Hallquist, David Reggiani and James Burton

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

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers – **John Bitney**, Legislative Lobbyist, Juneau update
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)

5. Ordinance 1124..... (page 1)

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 18.39.090 to repeal subsection 18.39.090(A), which removes the requirement that parking areas and drives shall be limited to fifty percent of required front yards in the Waterfront Commercial Park district – 1st reading

6. Ordinance 1125..... (page 4)

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code chapter 18.48 to revise section 18.48.060 and add section 18.48.080 entitled commission reduction of parking spaces, to permit the Planning Commission to reduce the required number of parking spaces when it determines an unreasonable amount of parking spaces is required or a reduction is necessary to meet city development goals – 1st reading

7. Resolution 04-15-17..... (page 8)

A resolution of the City Council of the City of Cordova, Alaska, approving the license for a mobile restaurant

8. Resolution 04-15-19..... (page 23)

A resolution of the City Council of the City of Cordova, Alaska, authorizing the City to issue General Obligation Cordova Center bonds in the principal amount of not to exceed \$3,000,000 to provide funds for the planning, design and construction of the Cordova Center Project, fixing certain details of such bonds and authorizing their sale

9. Record unexcused absence of Council Member *Carpenter* from the March 18, 2014 Regular Meeting

H. APPROVAL OF MINUTES

10. 03-04-15 Regular Meeting Minutes..... (voice vote)(page 32)

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS

- 11. Mayor’s Report
- 12. Manager’s Report
 - a. Cordova Center update report – including financial summary..... (page 39)
- 13. City Clerk’s Report..... (page 42)

K. CORRESPONDENCE

- 14. Thank You note to City from CDFU 03-13-15..... (page 43)
- 15. Letter from Karen Hallquist in re Parks and Rec Resolution 03-11-15..... (page 44)
- 16. Letter from Senator Lisa Murkowski 03-05-15..... (page 45)
- 17. Letter from Director of Boards and Commissions in Governor’s Office 03-16-15..... (page 47)
- 18. Letter from Governor Bill Walker 03-18-15..... (page 48)

L. ORDINANCES AND RESOLUTIONS

- 19. Resolution 04-15-18..... (voice vote)(page 49)
 A resolution of the City Council of the City of Cordova, Alaska, authorizing amendment to the FY15 budget and authorizing the transfer of prior appropriations in the amount of \$10,600 to reimburse Sheridan Alpine Association for insurance

M. UNFINISHED BUSINESS

- 20. Disposal of current Library and Museum property..... (page 52)
- 21. Lease with Option to Purchase for Mobile Grid discussion of terms..... (page 54)

N. NEW & MISCELLANEOUS BUSINESS

- 22. Parks and Recreation Commission Resolution of February 18, 2015..... (page 73)
- 23. Hospital Management discussion (may be discussed after executive session item below)..... (page 74)
- 24. Discussion of Cordova Municipal Code 3.12.035 Meetings – Agenda..... (page 79)
- 25. Pending Agenda, Calendar, Elected & Appointed Officials lists..... (page 80)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

- 26. Council Comments

Q. EXECUTIVE SESSION

- 27. Financial implications of CCMC pending litigation – Attorney update
- 28. Union contract negotiations update

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

The inclusion of **Council Member Reggiani's** memorandum and existing Chapter 18.39 in the March 18, 2015 packet served to raise the issue of revising Chapter 18.39 but it does not create an ordinance. Specifically, no ordinance was proposed because:

- 1) Proper notice since would require a title identifying the specific subsection to be appealed and the action to be taken; and
- 2) Section 2-12 of the Cordova Charter requires that all ordinances include an enacting clause, that states: "Be it ordained by the Council of the City of Cordova, Alaska." No such clause was included in the memorandum submitted by **Council Member Reggiani.**

Accordingly, I have drafted and attached an ordinance to reflect **Council Member Reggiani's** intended revisions to Chapter 18.39.

Please let me know if you have any questions or need additional information.

Thanks,

Holly Wells
Birch Horton Bittner and Cherot
1127 W. 7th Ave.
Anchorage, AK 99501
(907)276-1550

**CITY OF CORDOVA, ALASKA
ORDINANCE 1124**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AMENDING CORDOVA MUNICIPAL CODE SECTION 18.39.090 TO REPEAL SUBSECTION
18.39.090(A), WHICH REMOVES THE REQUIREMENT THAT PARKING AREAS AND
DRIVES SHALL BE LIMITED TO FIFTY PERCENT OF REQUIRED FRONT YARDS IN THE
WATERFRONT COMMERCIAL PARK DISTRICT**

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

Section 1. Section 18.39.090 of the Cordova Code of Ordinances of Cordova, Alaska, is hereby amended to read as follows:

18.39.090-Required off-street parking and loading

The requirements for off-street parking and loading in the WCP district shall be as set forth in Chapter 18.48 of this code. In addition the following parking requirements shall apply to property in the WCP district:

~~A. Parking areas and drives shall be limited to fifty percent of the required front yards to provide for landscaping, pathways, or similar nonvehicular improvements.~~

AB. Parking areas in required front yards shall be separated from property lines to provide for the delineation and limitation of access drives.

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: April 1, 2014
2nd reading and public hearing: May 6, 2015

PASSED AND APPROVED THIS 6th DAY OF MAY, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Ordinances 1123, 1124 and 1125 are all changes to parts of Title 18. Accordingly, this code (18.72.080) applies and requires a 15 day notice, in a newspaper, of the public hearing. Therefore, 1123 has been on hold and will have a public hearing and second reading on 4/15/15 (which has been duly advertised in the Cordova Times on March 27).

Similarly, Ordinances 1124 and 1125 are both before Council for first reading tonight, April 1. After passage at first reading, it will be advertised in the Cordova Times of April 10 which would allow for the earliest public hearing and second reading to be on May 6, 2015.

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)).

Susan and Sam,

Attached is the ordinance amending the Code to add Section 18.48.080, which permits the Planning Commission to reduce the required number of parking spaces if unreasonable. It also expands upon the memorandum from the Commission to permit reduction where such a reduction meets the development goals of the City or its land use needs. While it may be rare for a parking requirement to qualify as “unreasonable” since the Code’s requirements are all intended to be reasonable, there may be certain circumstances where the needs of the City warrants deviation from those requirements. Thus, I expanded the language to provide Council with an ordinance that both reflects the intent of the Commission and incorporates additional language that will assist in the lawful application of the provision.

If you have any questions please do not hesitate to contact me.

Thanks,

Holly Wells
Birch Horton Bittner and Cherot
1127 W. 7th Ave.
Anchorage, AK 99501
(907)276-1550

**CITY OF CORDOVA, ALASKA
ORDINANCE 1125**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING CORDOVA MUNICIPAL CODE CHAPTER 18.48 TO REVISE SECTION 18.48.060 AND ADD SECTION 18.48.080 ENTITLED COMMISSION REDUCTION OF PARKING SPACES, TO PERMIT THE PLANNING COMMISSION TO REDUCE THE REQUIRED NUMBER OF PARKING SPACES WHEN IT DETERMINES AN UNREASONABLE AMOUNT OF PARKING SPACES IS REQUIRED OR A REDUCTION IS NECESSARY TO MEET CITY DEVELOPMENT GOALS

WHEREAS, it is in the City of Cordova’s best interest to adopt land use regulations that provide for development in compliance with the City comprehensive plan and meet the City’s development goals; and

WHEREAS, it is also in the City’s best interest to grant the Planning Commission authority and flexibility to reduce the required number of parking spaces in cases where the requirements do not meet the City’s development goals or its land use needs;

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

Section 1. The Cordova Code of Ordinances of Cordova, Alaska, is hereby amended by to read as follows:"

18.48.060 - Off-street parking requirements.

Any structure or building hereafter erected, converted or enlarged for any of the following uses shall be provided with not less than the minimum spaces as set forth below unless otherwise permitted under this Code. Fractional numbers of required parking spaces shall be increased to the next whole number.

1. Hotels, rooming houses and other structures containing sleeping rooms other than or in addition to dwelling units.	One parking space for each unit and one parking space for five guest rooms.
2. Single-family dwellings, two-family dwellings, trailers, multifamily dwellings and other places containing dwelling units.	Two parking spaces for each unit.
Public and Semipublic	
3. Churches, theaters, and other places of public assembly.	One parking space for each ten seats in the principal place of assembly.
4. Nursery and elementary schools.	One parking space for each teacher or other employee.
5. Municipal buildings.	One parking space for each employee, plus one space for each official vehicle, plus two spaces for visitor parking.
6. Other semipublic and government building.	One space for each six hundred square feet of gross floor space.
7. Hospitals.	One space for every three beds, plus one space for each employee of largest shift.
Commercial	

8. General stores.	One space for each six hundred square feet of gross floor space.
9. Eating and drinking establishment.	One space for each employee of largest shift, plus one space for each ten seats.
10. Private clubs.	One space for every two hundred square feet of gross floor space.
11. Home occupations.	One and one-half space per dwelling unit, plus one for each employee, plus two for visitor parking.
Industrial	
12. Manufacturing uses.	One space for every two employees, plus as required if retail or warehouse uses on premises.
13. Warehouse and storage uses.	One parking space for every 1,000 square feet of gross building area.
Dwellings and Lodgings	Minimum Number of Parking Spaces Required

Section 2. The Cordova Code of Ordinances of Cordova, Alaska, is hereby amended by adding a section, to be numbered 18.48.080, which said section reads as follows:"

18.48.080-Commission reduction of parking spaces

The Planning Commission may reduce the required number of parking spaces if the Commission determines that an unreasonable amount parking spaces is required or that the required number of spaces does not meet the city's development goals or its land use needs.

Section 3. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

1st reading: April 1, 2014
 2nd reading and public hearing: May 6, 2015

PASSED AND APPROVED THIS 6th DAY OF MAY, 2015

 James Kacsh, Mayor

ATTEST:

 Susan Bourgeois, CMC, City Clerk

Ordinances 1123, 1124 and 1125 are all changes to parts of Title 18. Accordingly, this code (18.72.080) applies and requires a 15 day notice, in a newspaper, of the public hearing. Therefore, 1123 has been on hold and will have a public hearing and second reading on 4/15/15 (which has been duly advertised in the Cordova Times on March 27).

Similarly, Ordinances 1124 and 1125 are both before Council for first reading tonight, April 1. After passage at first reading, it will be advertised in the Cordova Times of April 10 which would allow for the earliest public hearing and second reading to be on May 6, 2015.

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)).

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: March 24, 2015
TO: Mayor and City Council
SUBJECT: Resolution 04-15-17

The attached resolution will act as Council's approval of a license to operate a mobile restaurant. This request was made by Carrie and George Daskalos and after reviewing the Code, a resolution was determined to be the most appropriate method for approval. The applicable Code sections are referenced in the body of the resolution. For reference I have attached Chapter 6.16 Food Handling Establishments in its entirety.

Recommended Motion: Move to approve the consent calendar

Required Action: Majority roll call vote on the consent calendar

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-15-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE LICENSE FOR A MOBILE RESTAURANT**

WHEREAS, CMC 6.16.010 defines a mobile restaurant as any restaurant or other stand, vehicle or cart or other movable structure or other means, by which food is sold to the public upon public streets, sidewalks, alleys or other public rights-of-way, or upon private property not in a structure affixed to the land; and

WHEREAS, applicants for mobile restaurant licenses shall be denied a license unless the applicant demonstrates to the council that public convenience and necessity will thereby be enhanced without causing undue risk or harm to the public health or safety; and

WHEREAS, operators of a mobile restaurant in Cordova must abide by Cordova Municipal Code Chapter 6.16.050 which reads as follows:

- A. A mobile restaurant may not be stopped or positioned in a manner or location that will congest or impede the flow of traffic or otherwise interfere with the use of the streets or access-ways by the public.
- B. A mobile restaurant selling foods that are dispensed or wrapped in disposable containers or packages shall be equipped with a sufficient number of accessible receptacles for disposal of litter produced by sales, and the operator shall police all resulting litter from each area of operation.
- C. A mobile restaurant may not be operated from any location on a public street, alley or right-of-way for a period of time in excess of two hours, unless the operator acquires written permission from the city manager to operate for a longer designated period of time to provide service to the public.
- D. A mobile restaurant may not be operated in front of or immediately adjacent to an established business offering the same or similar commodities from a fixed location.
- E. The overall dimensions of a mobile restaurant shall not exceed a length of twenty-five feet, a width of up to but not exceeding eight feet, nor a height of eleven feet, and the mobile restaurant must be licensed and registered with the state. The gross weight of the mobile restaurant shall not exceed ten thousand pounds.

WHEREAS, George and Carrie Daskalos have made application to the Clerk to operate a mobile restaurant; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cordova, Alaska, does hereby approve George and Carrie Daskalos' application for a license to operate a mobile restaurant in Cordova for one year.

PASSED AND APPROVED THIS 1st DAY OF APRIL, 2015.

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Statement

To/ Susan Bourgeois
& City Council of Cordova, Ak

We will be located in town with easy access to our mobile concession trailer providing public convenience.

We feel that there is a necessity to provide more dinning options in Cordova. We will be offering quality, tasty, homemade recipes to our customers. We plan on working hard and being open 7 days a week to insure consistency in our business. With great customer service.

Our business will be clean, and safe and all food handling guidelines will be followed in insure public safety.

Thank you,
Carrie & George
Salty Steerv

Salty



Steer

Breakfast

Breakfast burrito \$11.00

Scrambled eggs, steak fries, cheese,

• Ham, sausage, peppers, mushrooms, spinach, you can have anything you want in it....

Beverages \$3.00

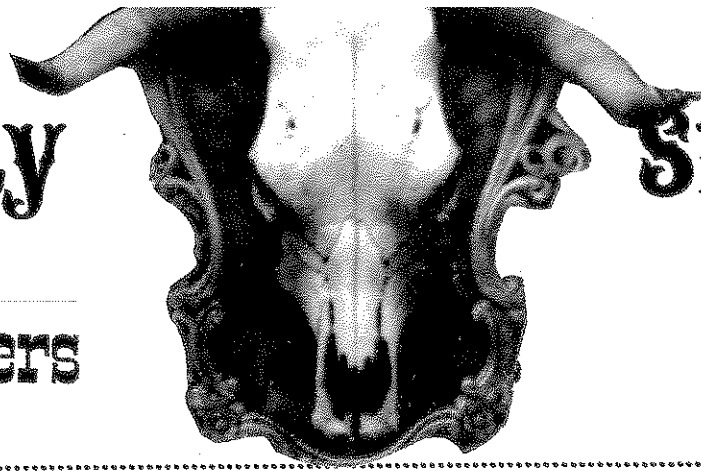
Coffee, hot chocolate, orange juice

• Also bottle water, sodas

Ask about our daily BBQ

Salty

Steer



Appetizers

- Garlic bread** \$4.00
Homemade recipe, fresh garlic, hot buttery
- Steak fries** \$4.00
Lightly salted
• Chili, cheese
- Onion rings** \$4.00
homemade recipe, crispy, golden brown
- Chicken fingers** \$9.00
Crispy golden brown, served with steak fries
- Chile** \$7.00
• Chees

LUNCH

- Chicken finger sandwich** \$12.00
french bread, lettuce, tomato, mayo
• American cheese
- Hamburger half lb / Cheeseburger half lb** \$12.00
toasted bun, lettuce, tomato, onion, American cheese, bacon can be added
• Add a cup of chili for \$2
- B.L.T** \$8.00
Bacon, lettuce, tomato, mayo served on white, wheat, sourdough
- Tuna salad sandwich** \$10.00
Homemade tuna salad, celery, onions, garlic, lemon White, wheat, sourdough

Gyro \$12.00

gyro meat, pita, tzatziki sauce lettuce, tomato

- Feta cheese

Hot dog \$9.00

Served anyway you like

- Chili, cheese

Dinner

steak rib eye \$20.00

Cooked just the way you like served with steak fries

- Onion rings Add cup of chili for 2.00

Steak burger w/ onions \$16.00

Served w/ steak fries

- Add a cup of chili for 2.00

Prawns \$22.00

Six jumbo prawns served w/ steak fries

Lobster tail Market price

Served w/ butter, lemon, steak fries

Pesto pasta \$16.00

Fresh pesto, fettuccine

- Garlic bread

KIDS menu 12 & under \$7.00

Grilled cheese, hot dog, hamburger w/ cheese, chicken fingers All served w/ steak fries

Desert \$7.00

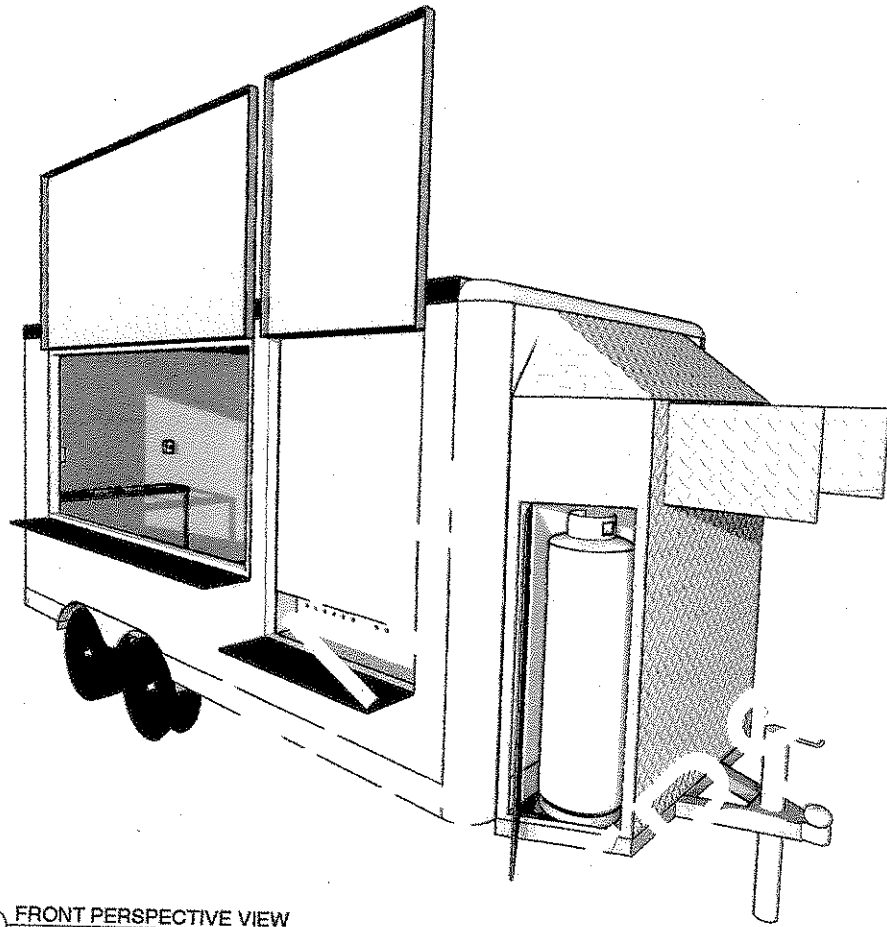
Fabulous cheesecake, hot fudge sundae, bag of chocolate chip cookies

ALL LUNCH ITEMS ARE AVAILBLE AT DINNER

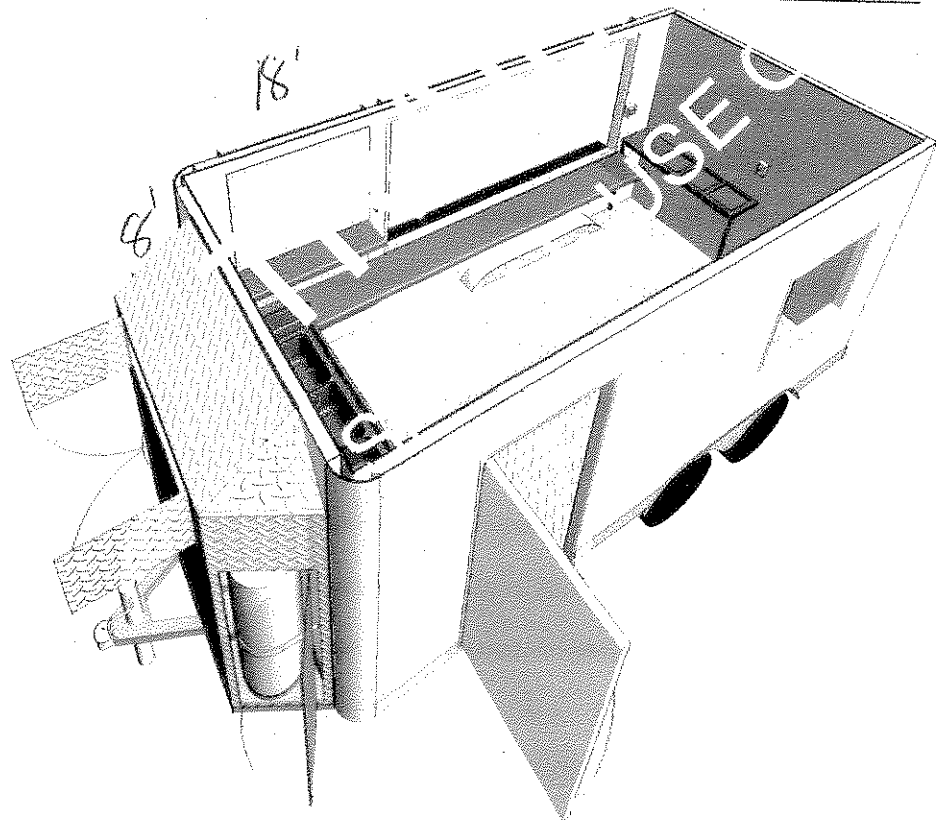
Ask about our weekly specials

BBQ



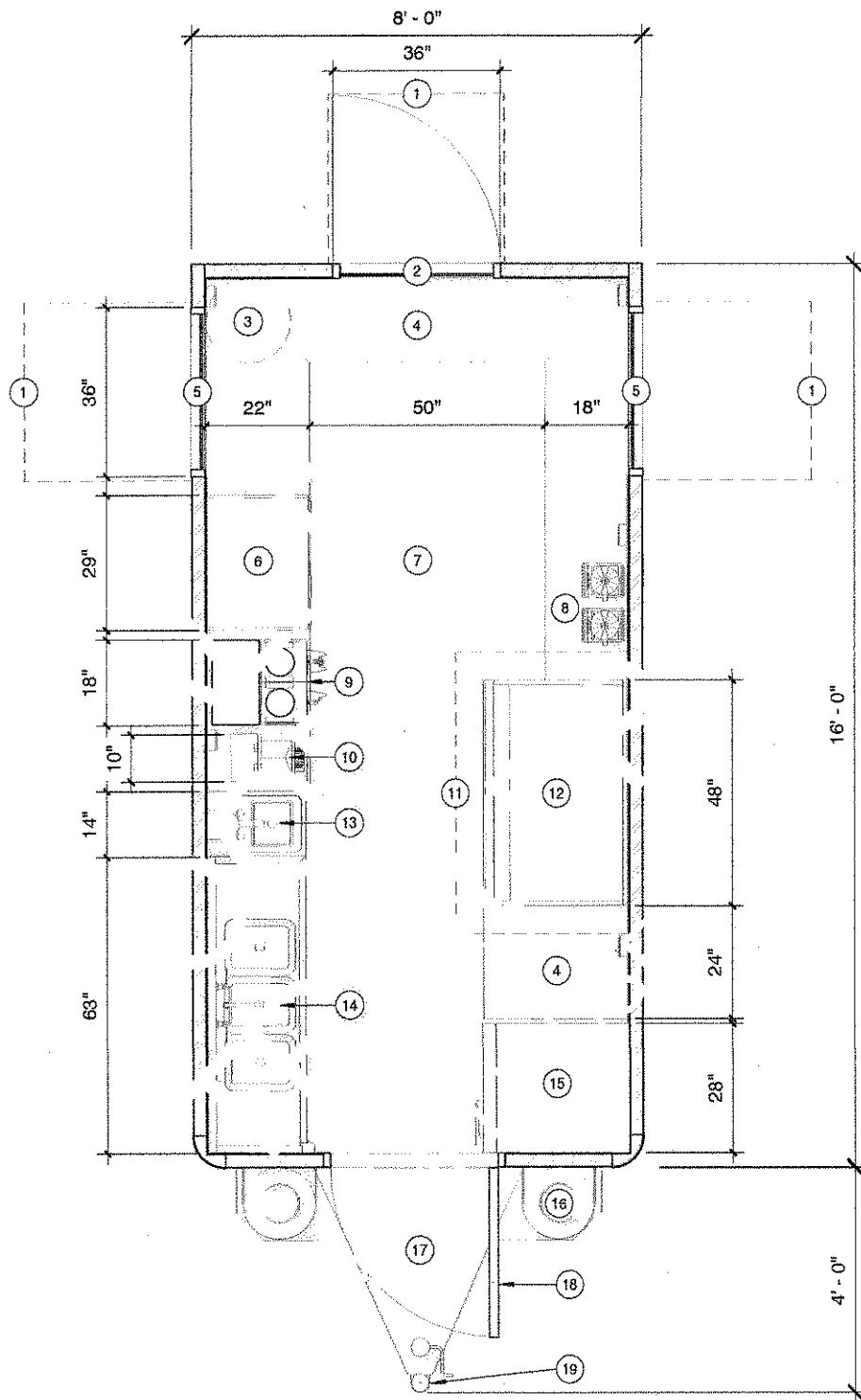


① FRONT PERSPECTIVE VIEW



② PERSPECTIVE SECTION

Sample Perspective View and Perspective Section
Kettle Corn Trailer, Constructed 2014



Equipment and Features

- 1. Operable aluminum window awning cover
- 2. Service window / operable emergency exit window with pass-through opening
- 3. 40 gal. clean water tank
- 4. 35"H stainless steel work surface
- 5. Service window
- 6. Espresso machine
- 7. Diamond-cut aluminum flooring with 4" side cove throughout
- 8. (2) blenders
- 9. Coffee brewer
- 10. Coffee grinder bolted to countertop

- 11. Stainless steel type 1 ventilation hood with fire suppression system
- 12. Griddle
- 13. Hand sink with 12"W x 10"L basin and splash guards on either side
- 14. Three-basin sink with two drainboards
- 15. Refrigerator
- 16. (2) 100 lb. propane tanks with operable steel straps bolted to exterior face of trailer
- 17. Diamond-cut aluminum hitch porch
- 18. 36" entry door
- 19. 2 - 5/16" ball hitch

Sample Floor Plan
Coffee and Breakfast Grill Trailer, Constructed 2014

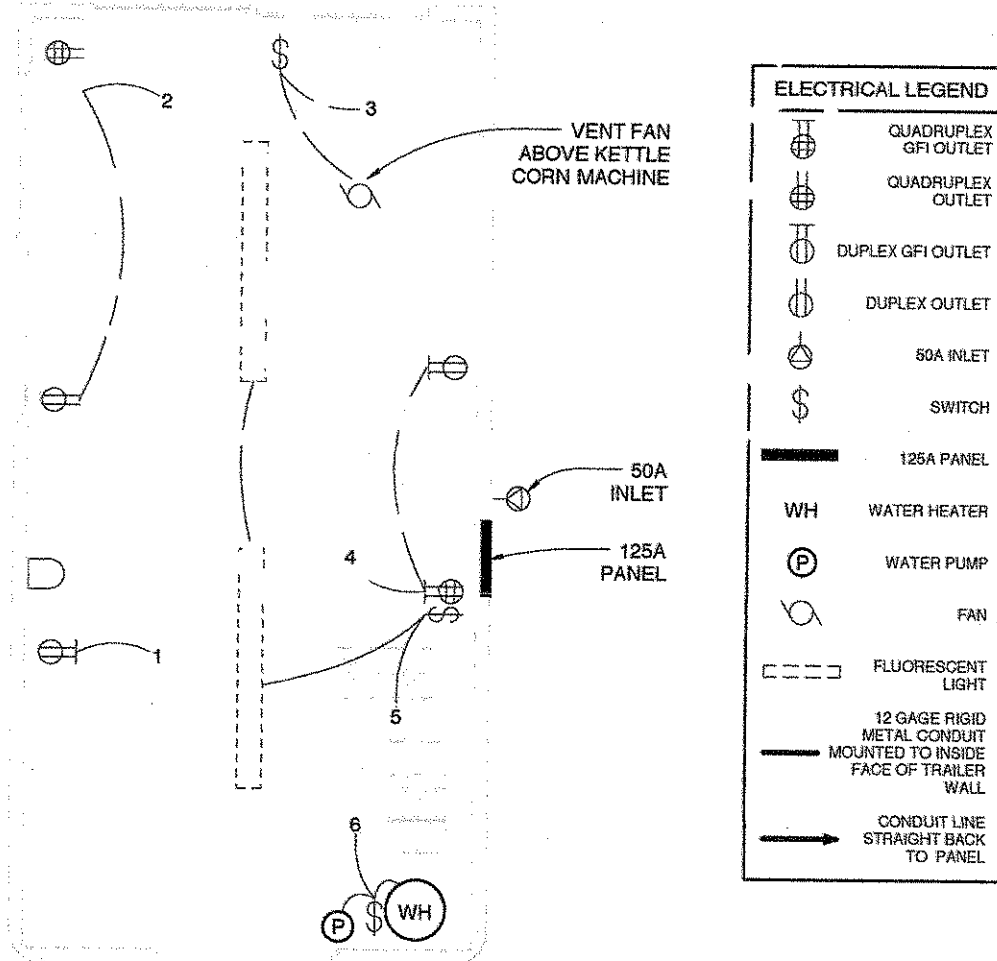
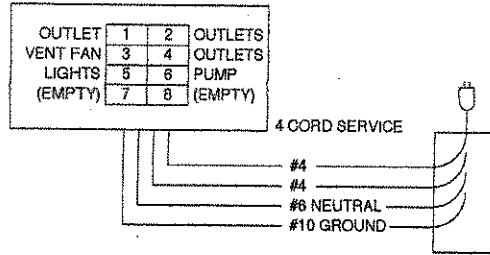


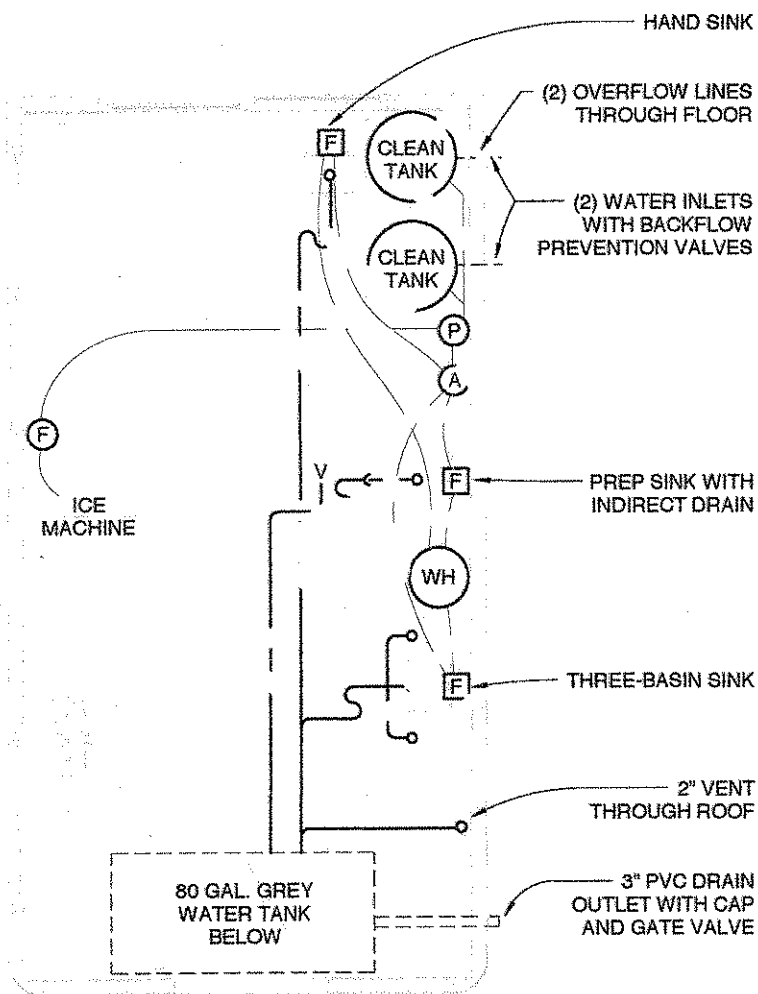
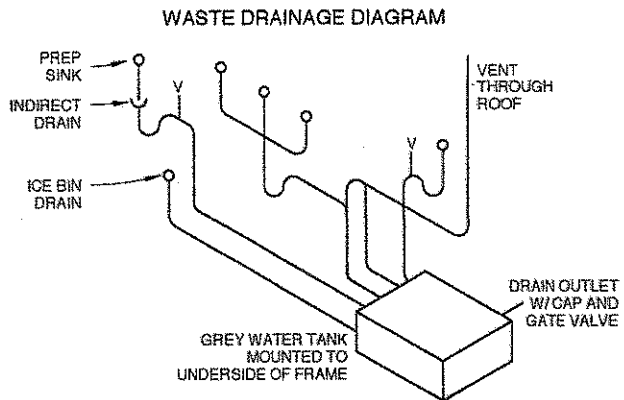
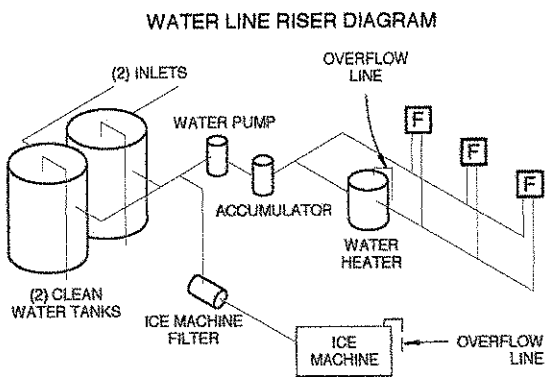
Quality Food Trailers

sales@qualityfoodtrailers.com / (503) 778-0309

CIRCUIT SCHEDULE			
DESCRIPTION	SIZE	SPACES	WIRE
CKT 1 OUTLET	20A	120V	12 GA
CKT 2 OUTLETS	20A	120V	12 GA
CKT 3 KETTLE VENT FAN	20A	120V	12 GA
CKT 4 OUTLETS	20A <td 120V	12 GA	
CKT 5 LIGHTS	15A	120V	12 GA
CKT 6 WATER PUMP	20A	120V	12 GA
CKT 7 (EMPTY)	-	-	-
CKT 8 (EMPTY)	-	-	-

SERVICE ENTRANCE DIAGRAM
125A 240V SERVICE

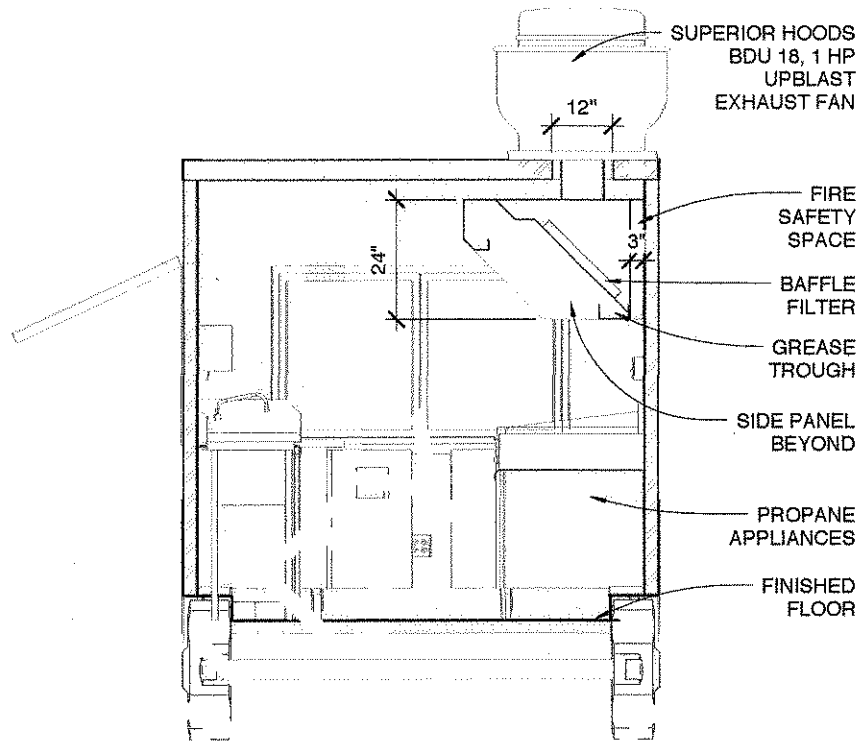




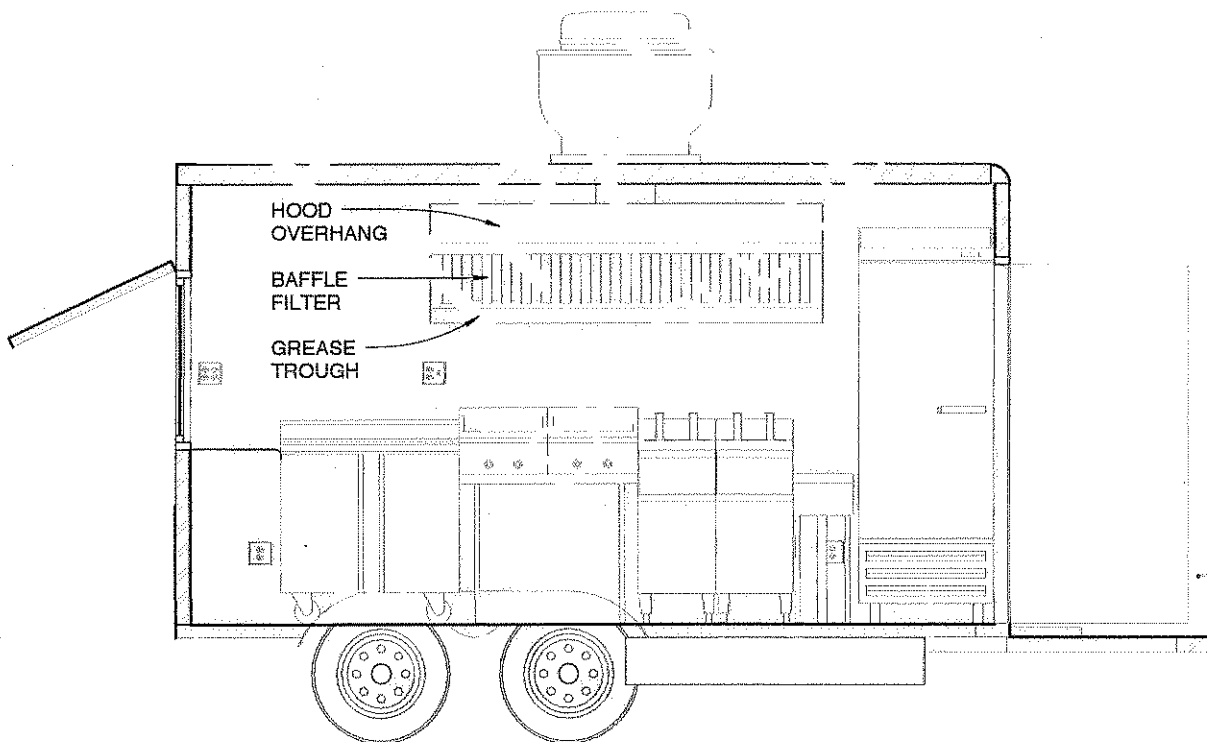
PLUMBING LEGEND	
(P)	WATER PUMP
(A)	ACCUMULATOR
WH	WATER HEATER
(F)	FILTER
(F)	FAUCET
V	ABS IN-LINE VENT
---	COLD WATER
- - -	HOT WATER
---	GREY WATER

ALL FRESH WATER LINES ARE 1/2" BRAIDED PVC TUBING
 GREY WATER LINES ARE 2" ABS
 GREY WATER DRAIN PIPE IS 3" PVC
 DISTANCE FROM PUMP TO FURTHEST PLUMBING FIXTURE: 8' - 0"

Sample Plumbing Floor Plan and Plumbing Riser Diagrams
 Bubble Tea Trailer, Constructed 2013



① VENTILATION HOOD SECTION
 1/2" = 1'-0"

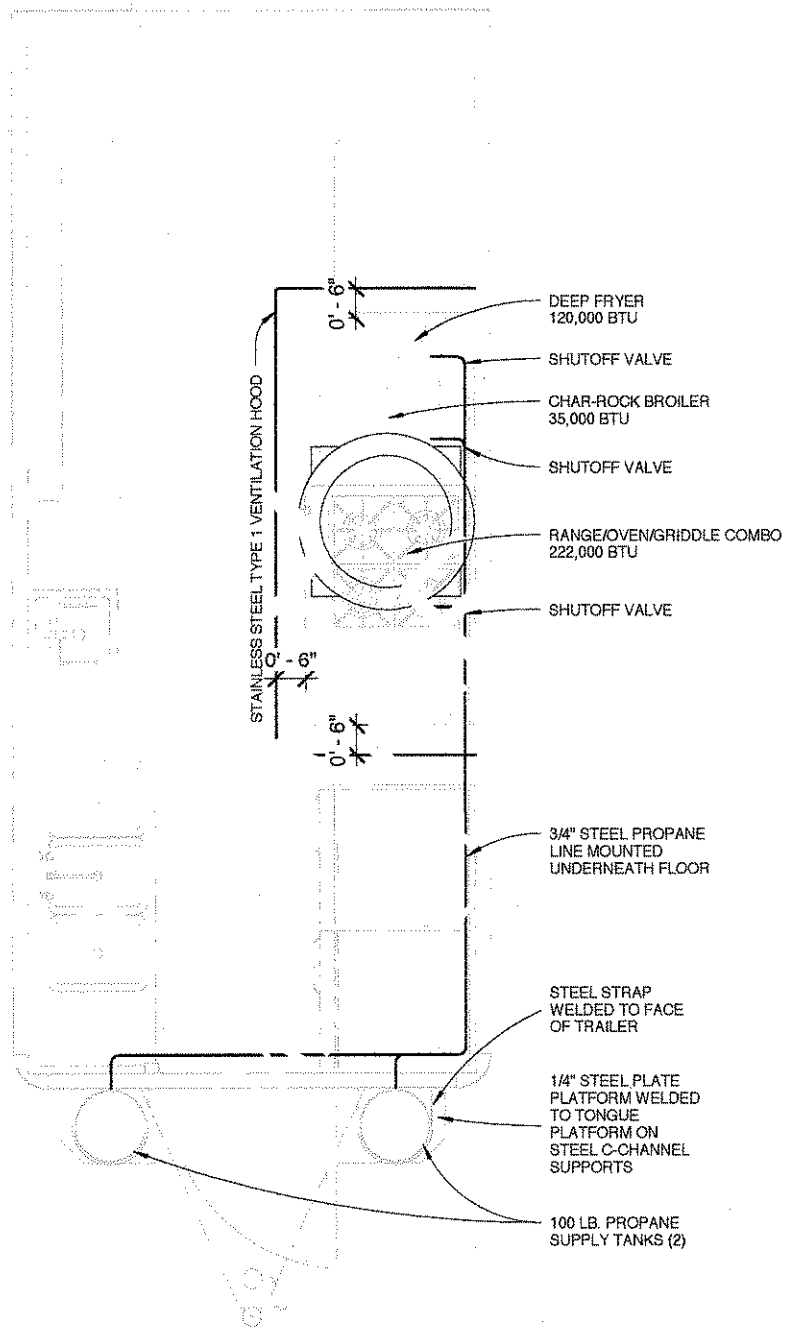


② VENTILATION HOOD ELEVATION
 1/2" = 1'-0"

Sample Ventilation Hood Section and Elevation
 Grill Trailer, Constructed 2014



Quality Food Trailers
 sales@qualityfoodtrailers.com / (503) 778-0309



- DEEP FRYER
120,000 BTU
- SHUTOFF VALVE
- CHAR-ROCK BROILER
35,000 BTU
- SHUTOFF VALVE
- RANGE/OVEN/GRIDDLE COMBO
222,000 BTU
- SHUTOFF VALVE
- 3/4" STEEL PROPANE
LINE MOUNTED
UNDERNEATH FLOOR
- STEEL STRAP
WELDED TO FACE
OF TRAILER
- 1/4" STEEL PLATE
PLATFORM WELDED
TO TONGUE
PLATFORM ON
STEEL C-CHANNEL
SUPPORTS
- 100 LB. PROPANE
SUPPLY TANKS (2)

Sample Propane Floor Plan
Grill Trailer, Constructed 2013

INSIDE

#	DESCRIPTION	Quantity	Unit Price (\$)	Total
1	Double Axle Food Trailer 8x18 Custom Kitchen (custom color)	1		
2	3 compartment sink (15x15) w/2 drain boards, 1 hand wash sink			\$ -
3	Stainless Steel Counters 18 3/4" 2 1 tempered glass windows 3x6			\$ -
4	Aluminum diamond plate floor			\$ -
5	Fiber-reinforced plastic (FRP) Ceiling, 36"x72" entrance door			\$ -
6	125 amp Main Breaker, 50 amp Generator inlet			\$ -
7	8 Electric outlets with GFCI			\$ -
8	3 fluorescent lights, 1 ceiling air vent, Wire Shelves			\$ -
9	40 gal. fresh water tank, 98 gal. grey water tank			\$ -
10	Aluminum Diamond Plate Exterior 2' on sides & back and 4' front			\$ -
11	Comprehensive trailer plan			\$ -
12	10' Stainless Steele Type I Hood with integrated lights (oversize hood fee)	1		\$
13	Commercial exhaust fan	1		\$
14	Propane holders with cages (open top)	2		\$
15	Outside fold-out shelves	2		\$
16	Foam Insulation (walls and ceiling)	1		\$
17	4 scissor jacks	1		\$
18	Stainless steel walls (interior)	1		\$
19	Instant water heater (electric)	1		\$
20	Installation of equipment (provided by customer): Griddle, Fryer, 4 burner, stock pot & Vertical Broiler	5		\$
21	Installation of equipment (provided by customer): "FREE" sandwich prep. Table, fridge and freezer			\$ -
22				\$ -
23				\$ -
24				\$ -
TOTAL				\$

Chapter 6.16 - FOOD HANDLING ESTABLISHMENTS

Sections:

6.16.010 - Definitions.

For the purposes of this chapter, the following terms shall be defined as follows:

- A. "Food" means any matter, including milk, intoxicating liquors, and other liquids, commonly consumed by persons.
- B. "Food handler" means and includes any person employed or working in any food handling establishment.
- C. "Food handling establishment" means any restaurant, itinerant restaurant, mobile restaurant, bar, market, store, confectionery, bottling works, bakery or dairy as defined in this section.
- D. "Itinerant restaurant" includes any restaurant operating for a temporary period in connection with a fair, carnival, circus, public exhibition or other similar gathering.
- E. "Mobile restaurant" includes any restaurant or other stand, vehicle, cart or other movable structure or other means, by which food is sold to the public upon public streets, sidewalks, alleys or other public ways or rights-of-way, or upon private property not in a structure affixed to the land.

(Prior code § 6.301, as amended during 1979 codification).

6.16.020 - License—Mobile restaurants to show necessity.

Applicants for mobile restaurant licenses shall be denied a license unless the applicant demonstrates to the council that public convenience and necessity will thereby be enhanced without causing undue risk or harm to the public health or safety. The council may restrict the license to areas within the city in which the applicant presents sufficient evidence of convenience and necessity. Upon request for appearance, the council shall schedule a prompt hearing and permit the applicant reasonable time to present evidence.

(Prior code § 6.304, as amended during 1979 codification).

6.16.030 - License—Showing of other required licenses.

A food handling establishment shall have and show to the satisfaction of the city clerk that such establishment has the applicable state, borough and city licenses required for the use and occupancy of the premises or to operate the business involved before the city clerk may issue the annual license.

(Prior code § 6.306, as amended during 1979 codification).

6.16.040 - License—Revocation.

A food handling license once issued is subject to suspension or revocation if the licensee fails to maintain all state, borough and city licenses and to meet all state, borough and city health requirements, and comply with all city and state laws, ordinances and regulations.

(Prior code § 6.308, as amended during 1979 codification).

6.16.050 - Operation of mobile restaurant.

- A. A mobile restaurant may not be stopped or positioned in a manner or location that will congest or impede the flow of traffic or otherwise interfere with the use of the streets or access-ways by the public.
- B. A mobile restaurant selling foods that are dispensed or wrapped in disposable containers or packages shall be equipped with a sufficient number of accessible receptacles for disposal of litter produced by sales, and the operator shall police all resulting litter from each area of operation.
- C. A mobile restaurant may not be operated from any location on a public street, alley or right-of-way for a period of time in excess of two hours, unless the operator acquires written permission from the city manager to operate for a longer designated period of time to provide service to the public.
- D. A mobile restaurant may not be operated in front of or immediately adjacent to an established business offering the same or similar commodities from a fixed location.
- E. The overall dimensions of a mobile restaurant shall not exceed a length of twenty-five feet, a width of up to but not exceeding eight feet, nor a height of eleven feet, and the mobile restaurant must be licensed and registered with the state. The gross weight of the mobile restaurant shall not exceed ten thousand pounds.

(Prior code § 6.305, as amended during 1979 codification).

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-15-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION CORDOVA CENTER
BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,000,000 TO PROVIDE
FUNDS FOR THE PLANNING, DESIGN AND CONSTRUCTION OF THE CORDOVA
CENTER PROJECT, FIXING CERTAIN DETAILS OF SUCH BONDS AND AUTHORIZING
THEIR SALE**

WHEREAS, the City of Cordova, Alaska (the "City") is a home rule city and under Section 11 of Article X of the Alaska Constitution may exercise all legislative power not prohibited by law or the charter of the City; and

WHEREAS, pursuant to Resolution 12-14-48, adopted December 3, 2014, a question whether the City should issue general obligation bonds in the principal amount of not to exceed \$3,000,000 for the purpose of financing the planning, designing and construction of the Cordova Center Project, referred to at the regular City election held on March 3, 2015 as Proposition No. 1 ("Proposition 1"), was passed and approved; and

WHEREAS, said election has been duly canvassed and the results thereof certified and confirmed in accordance with law, and \$3,000,000 principal amount of general obligation bonds remains unissued under Proposition 1; and

WHEREAS, the Council finds that it is in the best interest of the City to plan, design and construct the Cordova Center Project described in Proposition 1 (the "Project"), and to issue not to exceed \$3,000,000 principal amount of general obligation bonds referred to in Proposition 1 ("Bonds") to pay costs of the Project and costs of issuing the Bonds; and

WHEREAS, the Council finds that it is necessary and appropriate to delegate to the Manager and the Finance Director authority to determine the maturity amounts, interest rates and other details of the Bonds, and to determine other matters that are not provided for in this resolution;

WHEREAS, the City intends to sell the Bonds to the Alaska Municipal Bond Bank, which will purchase the Bonds with the proceeds of an issue of its general obligation bonds; and

WHEREAS, there has been presented to the City the form of a Loan Agreement between the Alaska Municipal Bond Bank and the City, which provides for the Alaska Municipal Bond Bank to purchase the Bonds on the terms and conditions set forth therein and in this resolution, and it is in the best interest of the City that the City sell the Bonds to the Alaska Municipal Bond Bank under such terms and conditions.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, HEREBY RESOLVES that:

Section 1. Definitions. In addition to terms that are defined in the recitals above, the following terms shall have the following meanings in this resolution:

(A) "Bond" or "Bonds" means any of the "General Obligation Cordova Center Bonds" of the City of Cordova, the issuance and sale of which are authorized herein.

(B) "Bond Bank" means the Alaska Municipal Bond Bank, a public corporation of the State of Alaska.

(C) "Bond Bank Bonds" means the series of general obligation bonds issued by the Bond Bank, all or part of the proceeds of which are used to purchase the Bonds.

(D) "Bond Register" means the registration books maintained by the Registrar, which include the names and addresses of the Registered Owners of the Bonds or their nominees.

(E) "City" means the City of Cordova, a municipal corporation of the State of Alaska, organized as a home rule city under Title 29 of the Alaska Statutes.

(F) "Code" means the Internal Revenue Code of 1986, as amended from time to time, together with all regulations applicable thereto.

(G) "Cost" or "Costs" means the cost of planning, designing and construction of the Project, including interest on the Bonds during the period of from the date of the Bonds until the Project is placed in service, the cost whether incurred by the City or by another of field surveys and advance planning undertaken in connection with the Project properly allocable to the Project, the cost of acquisition of any land or interest therein required as the site or sites of the Project or for use in connection therewith, the cost of any indemnity and surety bonds and premiums on insurance incurred in connection with the Project prior to or during construction thereof, all related direct administrative and inspection expenses whether incurred by the City or by another in connection with the Project prior to or during construction thereof, and allocable portions of direct costs of the City, legal fees, costs of issuance of the Bonds by the City, including financing charges and fees and expenses of bond counsel, financial advisors and consultants in connection therewith, the cost of any bond insurance premium and bond ratings, the cost of audits, the cost of all machinery, apparatus and equipment, cost of engineering, architectural services, designs, plans, specifications and surveys, estimates of cost, the reimbursement of all moneys advanced from whatever source for the payment of any item or items of cost of the Project, and all other expenses necessary or incidental to the acquisition and development of the Project, the financing thereof and the putting of the same in use and operation.

(H) "Council" means the Council of the City of Cordova, as the general legislative authority of the City of Cordova, as the same shall be duly and regularly constituted from time to time.

(I) "Government Obligations" means obligations that are either (i) direct obligations of the United States of America or (ii) obligations of an agency or instrumentality of the United States of America the timely payment of the principal of and interest on which are unconditionally guaranteed by the United States of America

(J) "Loan Agreement" means the Loan Agreement between the City and the Bond Bank concerning the Bonds.

(K) "Registered Owner" means the person named as the registered owner of a Bond in the Bond Register.

(L) "Registrar" means the City Finance Director, or any successor that the City may appoint by resolution.

(M) "Resolution" means this Resolution 04-15-19 of the City.

Section 2. Authorization of Bonds and Purpose of Issuance. For the purpose of providing part of the funds required to pay the Costs of the Project, to provide for original issue discount, if any, and to pay all costs incidental thereto and to the issuance of the Bonds, the City hereby authorizes and determines to issue and sell the Bonds in one or more series in the aggregate principal amount of not to exceed \$3,000,000.

Section 3. Obligation of Bonds. The Bonds shall be direct and general obligations of the City and the full faith and credit of the City are hereby pledged to the payment of the principal of and interest on the Bonds. The City hereby irrevocably pledges and covenants that it will levy and collect taxes upon all taxable property within the City without limitation as to rate or amount, in amounts sufficient, together with other funds legally available therefor, to pay the principal of and interest on the Bonds as the same become due and payable.

Section 4. Designation, Maturities, Interest Rates, and Other Details of Bonds. The Bonds shall be designated "City of Cordova, Alaska, General Obligation Cordova Center Bonds." The Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall be numbered separately in the manner and with such additional designation as the Registrar deems necessary for purposes of identification, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

The Bonds shall mature in one or more years commencing no earlier than 2015 and ending no later than 2036. The Bonds shall bear interest from their date, payable commencing on or after July 1, 2015, and semiannually thereafter. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Subject to Section 2 and the remainder of this section, the dated date, the principal and interest payment dates and the record dates for principal and interest payments on the Bonds, the aggregate principal amount of Bonds, and the principal amount of each maturity and the interest rates on the Bonds, shall be determined at the time of execution of the Loan Agreement under Section 17.

Section 5. Optional Redemption. The Bonds, if any, subject to optional redemption by the City, the time or times when such Bonds are subject to optional redemption, the terms upon which such Bonds may be redeemed, and the redemption price or redemption prices for such Bonds, shall be determined at the time of execution of the Loan Agreement under Section 17.

Section 6. Selection of Bonds for Redemption; Notice of Redemption.

(A) Selection of Bonds for Redemption. When the Bond Bank is the Registered Owner of the Bonds, the selection of Bonds to be redeemed shall be made as provided in the Loan Agreement. When the Bond Bank is not the Registered Owner of the Bonds, the selection of Bonds to be redeemed shall be made as provided in this subsection (A). If the City redeems at any one time fewer than all of the Bonds of a series having the same maturity date, the particular Bonds or portions of Bonds of such series and maturity to be redeemed shall be selected by lot (or in such other manner determined by the Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City shall treat such Bond as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. In the event that only a portion of the principal amount of a Bond is redeemed, upon surrender of such Bond at the office of the Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like series and maturity and interest rate in any of the denominations authorized herein.

(B) Notice of Redemption. When the Bond Bank is the Registered Owner of the Bonds, notice of any intended redemption of Bonds shall be given as provided in the Loan Agreement. When the Bond Bank is not the Registered Owner of the Bonds, notice of any intended redemption of Bonds shall be made as provided in this subsection (B). Notice of redemption shall be mailed not less than 30 nor more than 45 days prior to the date fixed for redemption by first class mail to the Registered Owners of the Bonds to be redeemed at their addresses as they appear on the Bond Register on the day the notice is

mailed. Notice of redemption shall be deemed to have been given when the notice is mailed as herein provided, whether or not it is actually received by the Registered Owners. All notices of redemption shall be dated and shall state: (1) the redemption date; (2) the redemption price; (3) if fewer than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office of the Registrar.

Official notice of redemption having been given as aforesaid, Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date, such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as provided herein for the payment of interest. Upon surrender of any Bond for partial redemption, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Each check or other transfer of funds issued to pay the redemption price of Bonds shall bear the CUSIP number, if any, identifying, by maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Section 7. Form of Bond. Each Bond shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this Resolution:

UNITED STATES OF AMERICA
STATE OF ALASKA
CITY OF CORDOVA
(A Municipal Corporation of the State of Alaska)

NO. _____ \$ _____

GENERAL OBLIGATION CORDOVA CENTER BOND, 2015 SERIES __

Registered Owner

Principal Amount DOLLARS

The City of Cordova (the "City"), a municipal corporation of the State of Alaska, hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or its registered assigns, the principal amount shown above in the following installments on _____ of each of the following years, and to pay interest on such installments from the date hereof, payable on _____, 2015 and semiannually thereafter on the ___ days of _____ and _____ of each year, at the rates per annum as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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When this Bond is owned by the Alaska Municipal Bond Bank (the "Bond Bank"), payment of principal and interest shall be made as provided in the Loan Agreement between the Bond Bank and the City (the "Loan Agreement"). When this Bond is not owned by the Bond Bank, installments of principal and interest on this Bond shall be paid by check or draft mailed by first class mail to the Registered Owner as of the close of business on the _____ day of the month _____ each installment payment date; provided that the final installment of principal and interest on this Bond shall be payable upon presentation and surrender of this Bond by the Registered Owner at the office of the Registrar. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months. Both principal of and interest on this Bond are payable in lawful money of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of the General Obligation Cordova Center Bonds, 2015 Series ___ of the City of Cordova, Alaska, of like tenor and effect except as to interest rate, serial number and maturity, aggregating \$_____ in principal amount, and constituting Bonds authorized for the purpose of paying the cost of the Cordova Center Project in the City, and is issued under Resolution 04-15-19 of the City entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE CITY TO ISSUE GENERAL OBLIGATION CORDOVA CENTER BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$3,000,000 TO PROVIDE FUNDS FOR THE PLANNING, DESIGN AND CONSTRUCTION OF THE CORDOVA CENTER PROJECT, FIXING CERTAIN DETAILS OF SUCH BONDS AND AUTHORIZING THEIR SALE.

(the "Resolution").

Installments of principal of this Bond due on and after _____, 20__, shall be subject to prepayment on and after _____, 20__, at the option of the City (subject to any applicable provisions of the Loan Agreement), in such principal amounts and from such maturities as the City may determine, and by lot within a maturity, at a redemption price equal to the principal amount to be prepaid, plus accrued interest to the date of prepayment.

This Bond is transferable as provided in the Resolution, (i) only upon the bond register of the City, and (ii) upon surrender of this Bond together with a written instrument of transfer duly executed by the Registered Owner or the duly authorized attorney of the Registered Owner, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and maturity shall be issued to the transferee in exchange therefor as provided in the Resolution and upon the payment of charges, if any, as therein prescribed. The City may treat and consider the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price, if any, hereof and interest due hereon and for all other purposes whatsoever.

This Bond is a general obligation of the City of Cordova, and the full faith and credit of the City are pledged for the payment of the principal of and interest on this Bond as the same shall become due.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts or things required by the constitution or statutes of the State of Alaska and the home rule charter of the City to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed, and that the series of Bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by said constitution, statutes or charter.

IN WITNESS WHEREOF, THE CITY OF CORDOVA, ALASKA, has caused this Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be impressed or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk, all as of the ____ day of _____ 2015.

Mayor

A T T E S T:

Clerk

[S E A L]

Section 8. Execution. The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor, and its corporate seal (or a facsimile thereof) shall be impressed or otherwise reproduced thereon and attested by the manual or facsimile signature of the City Clerk. The execution of a Bond on behalf of the City by persons who at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of delivery of the Bond or shall not have held office on the date of the Bond.

Section 9. Payment of Principal and Interest. The Bonds shall be payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. When the Bond Bank is the Registered Owner of the Bonds, payment of principal and interest on the Bonds shall be made as provided in the Loan Agreement. When the Bond Bank is not the Registered Owner of the Bonds, installments of principal and interest on the Bonds shall be paid by check mailed by first class mail to the Registered Owner as of the record date for the installment payment at the address appearing on the Bond Register; provided that the final installment of principal and interest on a Bond shall be payable upon presentation and surrender of the Bond by the Registered Owner at the office of the Registrar.

Section 10. Registration. The Bonds shall be issued only in registered form as to both principal and interest. The City designates the City Finance Director as Registrar for the Bonds. The Registrar shall keep, or cause to be kept, the Bond Register at the principal office of the City. The City covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code. The City and the Registrar may treat the person in whose name any Bond shall be registered as the absolute owner of such Bond for all purposes, whether or not the Bond shall be overdue, and all payments of principal of and interest on a Bond made to the Registered Owner thereof or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Registrar shall be affected by any notice to the contrary.

Section 11. Transfer and Exchange. Bonds shall be transferred only upon the books for the registration and transfer of Bonds kept at the office of the Registrar. Upon surrender for transfer or exchange of any Bond at such office, with a written instrument of transfer or authorization for exchange in form and with guaranty of signature satisfactory to the Registrar, duly executed by the Registered Owner or the duly authorized attorney of the Registered Owner, the City shall execute and deliver an equal aggregate principal amount of Bonds of the same maturity of any authorized denominations, subject to such reasonable regulations as the City may prescribe and upon payment sufficient to

reimburse it for any tax, fee or other governmental charge required to be paid in connection with such transfer or exchange. All Bonds surrendered for transfer or exchange shall be canceled by the Registrar.

Section 12. Bonds Mutilated, Destroyed, Stolen or Lost. Upon surrender to the Registrar of a mutilated Bond, the City shall execute and deliver a new Bond of like maturity and principal amount. Upon filing with the Registrar of evidence satisfactory to the City that a Bond has been destroyed, stolen or lost and of the ownership thereof, and upon furnishing the City with indemnity satisfactory to it, the City shall execute and deliver a new Bond of like series, maturity and principal amount. The person requesting the execution and delivery of a new Bond under this section shall comply with such other reasonable regulations as the City may prescribe and pay such expenses as the City may incur in connection therewith.

Section 13. Disposition of the Sale Proceeds of the Bonds. The sale proceeds of the Bonds representing original issue premium on the Bonds shall be applied to pay issuance costs of the Bonds, a portion of the interest due on the Bonds on the first interest payment date for the Bonds, or Costs of the Project, and shall be deposited in such manner, as the City Manager or the City Finance Director may determine. The remaining sale proceeds of the Bonds shall be applied to pay Costs of the Project and issuance costs of the Bonds, and shall be deposited in the appropriate funds or accounts of the City for such purposes.

Section 14. Tax Covenants. The City covenants to comply with any and all applicable requirements set forth in the Code in effect from time to time to the extent that such compliance shall be necessary for the exclusion of the interest on the Bonds from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City covenants that it will make no use of the proceeds of the Bonds that will cause the Bonds to be “arbitrage bonds” subject to federal income taxation by reason of section 148 of the Code, and that it will not take or permit any action that would cause the Bonds to be “private activity bonds” as defined in Section 141 of the Code.

Section 15. Amendatory and Supplemental Resolutions.

(A) The Council from time to time and at any time may adopt a resolution or resolutions supplemental hereto, which resolution or resolutions thereafter shall become a part of this Resolution, for any one or more of the following purposes:

(1) To add to the covenants and agreements of the City in this Resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the City.

(2) To make such provisions for the purpose of curing any ambiguity or curing, correcting or supplementing any defective provision contained in this Resolution or in regard to matters or questions arising under this Resolution as the Council may deem necessary or desirable and not inconsistent with this Resolution and which shall not adversely affect the interests of the Registered Owners of the Bonds.

Any such supplemental resolution may be adopted without the consent of the Registered Owner of any of the Bonds at any time outstanding, notwithstanding any of the provisions of subsection (B) of this section.

(B) With the consent of the Registered Owners of not less than 60 percent in aggregate principal amount of the Bonds at the time outstanding, the Council may adopt a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Resolution or of any supplemental resolution; provided, however, that no such supplemental resolution shall:

(1) Extend the fixed maturity of any of the Bonds, or reduce the rate of interest thereon, or extend the time of payment of any installment of principal or interest from its due date, or reduce the

amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owners of each Bond so affected; or

(2) Reduce the aforesaid percentage of Registered Owners of Bonds required to approve any such supplemental resolution without the consent of the Registered Owners of all of the Bonds then outstanding.

It shall not be necessary for the consent of the Registered Owners of the Bonds under this subsection to approve the particular form of any proposed supplemental resolution, but it shall be sufficient if such consent approves the substance thereof.

(C) Upon the adoption of any supplemental resolution under this section, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the City and all Registered Owners of outstanding Bonds shall thereafter be subject in all respects to such modification and amendment, and all the terms and conditions of the supplemental resolution shall be deemed to be part of the terms and conditions of this Resolution for any and all purposes.

(D) Bonds executed and delivered after the adoption of any supplemental resolution under this section may bear a notation as to any matter provided for in such supplemental resolution, and if such supplemental resolution shall so provide, new Bonds modified so as to conform, in the opinion of the City, to any modification of this Resolution contained in any such supplemental resolution may be prepared by the City and delivered without cost to the Registered Owners of the Bonds then outstanding, upon surrender for cancellation of such Bonds in equal aggregate principal amounts.

Section 16. Defeasance. In the event money and/or non-callable Government Obligations maturing at such times and bearing interest to be earned thereon in amounts sufficient to redeem and retire any or all of the Bonds in accordance with their terms are set aside in a special trust account to effect such redemption or retirement and such moneys and the principal of and interest on such Government Obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made to pay or secure the payment of the principal of and interest on such Bonds and such Bonds shall be deemed not to be outstanding.

Section 17. Sale of Bonds. The Bonds shall be sold at negotiated sale to the Bond Bank as provided in the Loan Agreement. Subject to the limitations provided in Sections 2 and 4, each of the Manager and Finance Director is hereby authorized to determine the aggregate principal amount, the principal amount of each maturity, the interest rates, the dated date, the principal and interest payment dates, the record dates for principal and interest payments, and the redemption terms, if any, for the Bonds, and other details of the Bonds; provided that the true interest cost of the Bonds, expressed as an annual rate, does not exceed 3.0 percent. In determining the maturity amounts, interest rates and redemption terms, if any, for the Bonds, the Manager or Finance Director shall take into account those factors which, in that officer's judgment, will result in the lowest true interest cost on the Bonds to their maturity, including without limitation current financial market conditions and current interest rates for obligations comparable in tenor and quality to the Bonds. Based upon the foregoing determinations, each of the Manager and the Finance Director is authorized to execute the Loan Agreement, in substantially the form presented at this meeting.

Section 18. Authority of Officers. The Mayor, the acting Mayor, the Manager, the acting Manager, the Finance Director, the acting Finance Director, the Clerk and the acting Clerk each is authorized and directed to do and perform all things and determine all matters not determined by this Resolution, to the end that the City may carry out its obligations under the Bonds, the Loan Agreement and this Resolution.

Section 19. Prohibited Sale of Bonds. No person, firm or corporation, or any agent or employee thereof, acting as financial consultant to the City under an agreement for payment in connection with the

sale of the Bonds is eligible to purchase the Bonds as a member of the original underwriting syndicate either at public or private sale.

Section 20. Ongoing Disclosure. The City acknowledges that, under Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the City may now or in the future be an “obligated person” with respect to the Bond Bank Bonds. In accordance with the Rule and as the Bond Bank may require, the City shall undertake to provide certain annual financial information and operating data as shall be set forth in the Loan Agreement.

Section 21. Miscellaneous.

(A) All payments made by the City of, or on account of, the principal of or interest on the Bonds shall be made on the several Bonds ratably and in proportion to the amount due thereon, respectively, for principal or interest as the case may be.

(B) No recourse shall be had for the payment of the principal of or the interest on the Bonds or for any claim based thereon or on this Resolution against any member of the Council or officer of the City or any person executing the Bonds. The Bonds are not and shall not be in any way a debt or liability of the State of Alaska or of any political subdivision thereof, except the City, and do not and shall not create or constitute an indebtedness or obligation, either legal, moral or otherwise, of said state or of any political subdivision thereof, except the City.

Section 22. Severability. If any one or more of the provisions of this Resolution shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Resolution and shall in no way affect the validity of the other provisions of this Resolution or of the Bonds.

Section 23. Effective Date. This resolution shall become effective upon adoption by the Cordova City Council.

PASSED AND APPROVED THIS 1st DAY OF APRIL 2015

Jim Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

**CITY COUNCIL REGULAR MEETING
MARCH 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 18, 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 Kacsh* and Council members *Tim Joyce*, *Tom Bailer*, *Hayley Hoover*, *Dave Reggiani* and *James Burton*. Council member *Kristin Carpenter* was present via teleconference. Council member *Bret Bradford* was absent. Also present were Student Council Representative *Ashley Reece*, City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

D. APPROVAL OF REGULAR AGENDA

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

Mayor Kacsh asked that item 2 on the agenda be moved to item 12a.

M/Reggiani S/Joyce to strike item 13.

Reggiani said he thought that it is a work in progress which is not quite ready for Council yet. *Joyce* agreed that there was no recommendation from planning and zoning yet. *Mayor Kacsh* said then he believed the next step would be that it would go back to Planning and Zoning. City Clerk *Bourgeois* said that was incorrect, in her memo she stated that it was before Council because according to code it will come to council at their next regular meeting; it did not require a recommendation from planning and zoning to come to council. *Joyce* thought maybe planning and zoning could look at an ordinance change regarding parking requirements. *Mayor Kacsh* was concerned about halting progress by striking this item tonight. *Bailer* said he can explain more when he reports for the Planning and Zoning Commission.

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

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

E. DISCLOSURES OF CONFLICTS OF INTEREST - none

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

Mayor Kacsh asked if the City Manager would report before the guest speaker on an interest item. *Robertson* presented a City coin to *Enrique Zamudio* for a recent “active save” he performed at the swimming pool. *Robertson* also introduced *Dr. Sam Blackadar* and his wife *Laura*. He stated that he began seeing patients on Monday and he said it was day one, several thousand more to go.

1. Guest Speaker – *John Bitney* said there has been a lot of activity in Juneau regarding cuts to the budget. House finance committee is currently taking public comments. Cordova had 11 people sign up to comment today and 9 spoke to the AMHS needing to be maintained at current levels. Currently there is a \$10 million proposed cut to AMHS - \$2 million from the governor and the rest from the legislative subcommittee. He said how it looks now is that for PWS they would tie up the Chenega all summer and only run the Aurora. Mid-September to mid-October would see the Chenega run while the Aurora goes in for service. There will be a “contract jails” funding cut – Cordova would see a loss of about \$110,000. Governor has proposed taking \$52 million out of the education funding formula which was appropriated last year outside of the BSA. Cordova had seen an additional \$97 thousand which has been removed now. It also does not appear that the legislature will put any capitalization into the revenue sharing program. Cordova might see a \$10 thousand reduction. The Cordova LIO remains funded in the budget. He spoke with *Senator Murkowski* about the Secure Rural

Schools program and she has been working with a Senator from Oregon and she is hopeful but non-committal. The Governor has \$150 million in the capital budget and bond rating agency has reinstated the State's AAA bond rating which gives people the confidence that the state could go ahead with a bond project – likely in the harbors realm.

2. Audience comments regarding agenda items

Janet Elisovsky of Seventh Street Townhouses, a twenty eight year resident spoke about CCMC and how nice it is to be able to stay in Cordova for treatment, she wished the CT Scanner were here already but is glad it is coming. She is sad that we cannot keep good staff here. She said Cordova is known as a Band-Aid station and that is untrue, over the years she is happy about the care she and her husband have received here but not when there is such turnover in the excellent staff over politics. Elsewhere staff of hospitals in Anchorage are not willing to get to know a patient, they beg to stay in Cordova where the Doctors and Nurses know her and her husband and understand his case, his chart, and his chronic problems.

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

Burton said Harbor Commission has a meeting scheduled for next week.

Carpenter reported for the HSB and thanked **Janet** for getting up and speaking. She wants her to know that they hear these comments loud and clear. They are working with Providence to ensure stability in staff and medical care received. She reiterated that **Dr. Blackadar** is a step in the right direction. She mentioned also that **Sean McCallister** is coming in March 18 for a work session.

Herschleb reported that Parks and Rec would be meeting on March 10 they have various items on the agenda including placement of the pump track, setting a new meeting night, etc.

Bailer said Planning and Zoning met last week and they kind of ran into a stumbling block trying to move **Mr. Roemhildt's** building plans forward – there was more than one code issue brought up. He thinks that in the past the commissioners and planners didn't do their job well and it was passed and he was part of that issue. He said the current commission is very thorough and we saw several things. He thinks we can move this through rather quickly if we could get some new code written and presented to the Planning and Zoning Commission. It's his hope that **Sam** and **Leif** and **Rich** and **Weston** could all sit down and get these things to us – he thinks they could take it up very quickly, the code revisions that need to come to Council and we could take up the site plan, and maybe pass it based on the condition that Council does approve the code rewrite. It needs to be done and it needs to be done rather quickly as there is somebody that wants to invest three quarters of a million dollars into our community which should take priority.

4. Student Council Representatives **Ashley Reece** reported that homecoming, the last major event of the year, was last week. They are still working on smaller items like fundraising and things to do with the students. A bunch of Student Council members met with the two candidates for superintendent and they liked both, both were very nice.

G. APPROVAL OF CONSENT CALENDAR

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

1. 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 – 1st reading

~~2. Resolution 03-15-11 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 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 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
Vote on Consent Calendar: 6 yeas, 0 nays, 1 absent (Bradford). Joyce-yes; Bailer-yes; Burton-yes; Hoover-yes; Reggiani-yes and Carpenter-yes. Consent calendar was approved.

H. APPROVAL OF MINUTES

M/Burton S/Hoover to approve the minutes.

6. Minutes of 02-04-15 Regular Meeting

7. Minutes of 02-18-15 Regular Meeting

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

I. CONSIDERATION OF BIDS - none

J. REPORTS OF OFFICERS

8. Mayor's Report – *Mayor Kacsh* said he has heard from some people in the community that possibly cod and halibut will be opening up and yet possibly the processors might not be open at the start of the season. He also said that we are still not making it easy enough for community members to throw their garbage away.

9. Manager's Report – *Robertson* said he met with *Robbie Mattson* and the State will be taking on about a half a mile of Power Creek Rd this summer on their maintenance program. Chief Hicks will report on the marijuana issue statewide, etc.

Chief Mike Hicks stated that ballot measure two was approved by the voters and went into effect on February 24. We are taking a slow approach and watching what other communities around the state are doing. He's been educating the officers on the statute and if we pass this ordinance down the road we will approach it with educating the public first, give out warnings, etc. Really, a wait and see attitude on this stuff, let it get tested elsewhere first. *Joyce* said if we don't have an ordinance on the books where does it fall under. *Chief Hicks* said it would fall under Alaska Statute and if we were to write tickets, the money would go to the state. *Robertson* moved on to the pool temperature item which he heard raised. He said over the last three months the temperature has been at 81 degrees which is one degree lower than it had been. There has been a great deal of money savings, he understands there are three or four people in the community who absolutely are unhappy, he has asked *Mrs. Schinella* to purchase some little wetsuits for children to wear in the pool for warmth. The usage is very high and doing well, we are trying to cater to the broadest number of users.

Reggiani had a question for *Robertson* regarding the self-insurance that he is looking into for staff medical coverage. He wants to ensure that a recommendation will be coming forward to Council. *Bailer* wanted to reiterate that he hopes that the Planning staff will get the help they need to bring the code change forward at the next Planning and Zoning Commission meeting.

a. Cordova Center update report

10. City Clerk's Report – *Bourgeois* reported the results of the ballots cast at the polls on Election Day yesterday. She mentioned **Hallquist** ahead for Council seat E with **243** votes **Phillips** received **183**. On Council Seat D **Beedle** **266** and **Allison** received 183. School Board votes were **Bradford** with **289**, **Hoepfner** had **287** and **Reum** had **219**. Proposition One turned out as follows: yeases were **294** and no's were **169**.

K. CORRESPONDENCE

11. Letter from Cecelia Wiese concerning CCMC 02-18-15

12. Letter from Pioneer Igloo concerning Cordova Center construction 02-20-15

Reggiani asked about the pioneer's letter regarding the sewer belly, he wondered where we are on this; have we made these people whole? **Robertson** deferred to **Rich Rogers**. **Rogers** reported that he has spoken to **Max Wiese** of the Pioneers and **John Baenen** of Wilson Construction and with **Don Sjostedt** of Eagle as all are involved in this. It is complicated and there is still an investigation under way.

L. ORDINANCES AND RESOLUTIONS

12a. 2. Resolution 03-15-11 A resolution of the City Council of the City of Cordova, Alaska making bycatch and other requests of the NPFMC

M/Carpenter S/Reggiani to approve Resolution 03-15-11 A resolution of the City Council of the City of Cordova, Alaska making bycatch and other requests of the NPFMC.

Carpenter said she submitted this to the Clerk and then heard from **Dan Hull** who sits on the NPFMC who informed her that a report will be out in the middle of March which will have a lot more information about this. He told her it would probably be more appropriate to wait and see what that report says.

M/Carpenter S/Reggiani to refer this resolution to the Fisheries Advisory Committee.

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

12b. 3. 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

M/Reggiani S/Joyce to approve 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.

Reggiani said this dovetails with the next resolution. At the last meeting he had suggested a repeal of Charter 3-9 so he'd like to hear from **Attorney Holly Wells** as to why this amendment instead of the repeal. **Wells** said that there had been a provision in charter so keeping one there is good, yet at the same time this change gives Council as much flexibility as possible if things change. Therefore, her goal was to make it as broad as she could without actually repealing because repealing is such a significant action. **Wells** mentioned the PERS agreement that the hospital has (which is separate from the City's PERS agreement) as another reason to keep it in there at least in some way. **Reggiani** said he was unaware that the hospital had a separate PERS agreement; he'd like to see a copy of that. **Reggiani** also asked **Wells** if the City could actually sell the hospital. She said yes, it is an option. However there are big questions that would need to be answered by the State on that regarding the PERS agreement and termination studies.

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

12c. 4. 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

M/Reggiani S/Burton to approve 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.

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

~~13. 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~~

~~(item 13 was removed from the agenda by Council vote during approval of regular agenda)~~

M. UNFINISHED BUSINESS

14. CIP List/Resolution quarterly Council discussion item

Joyce said that G Float is top on our list and in hearing from *Bitney* earlier that seems appropriate because if the state were to go to bond on such harbor type items (i.e. the Anchorage port), then we are in a good place to have that tacked on to such a bond. *Joyce* wondered if *Bitney* thinks we should add other Harbor improvements, really he wondered how much *Bitney* thinks we should be asking for. *John Bitney* spoke to Council about this item and said G Float replacement is a \$4 million project and when we submitted it to CAPSIS we put it in as a total of \$8 million. Council seemed comfortable with that and *Bitney* agreed.

15. City Council discussion of proposal packet for land disposal Lot 4A Block 5 North Fill Addn No. 2

City Planner *Sam Greenwood* said that these next two items are before Council because they wanted to put very specific criteria on these land disposal processes. They had asked *Bill Howard* to come to speak to them on the next lot in particular because it is currently used as a snow dump. She said that she has placed the entire proposal packet before them so they can see how it's done and they could now make recommendations to her as to any other changes they would like. Part of what the Planning and Zoning Commission does for this is ranking the proposals using criteria and multipliers, for this specific lot, Council adjusted some of the multipliers. *Reggiani* said he underscores with this entire idea that he wants to make sure the applicant is clear on what the council's intent is for the lot. On this North Fill Lot they spoke to the fact that they want this to be a "marine based business". *Burton* opined that he's heard some people say they want "something new". He fears the Council putting such strict criteria will keep them from hearing someone's great idea, which might not exactly fit the bill but might be the best option, if allowed to be even proposed. *Reggiani* said this is all about City Council being able to steer the development and focus the proposers.

16. City Council discussion of proposal packet for land disposal Lot 13 Block 12 Original Townsite

Council looked at the criteria on this lot and wondered why such things as number of employees was even being considered for this. *Burton* thought we had this back in front of us to hear from *Bill Howard* on whether or not he needed this as a snow dump. *Reggiani* said so, should a criteria be that the proposer be an adjacent land owner. After lengthy discussion on this lot...

M/Joyce S/Bailer to rescind the previous motion that was made to put this lot out for proposals.

Bailer said he agrees with that. He thinks that there isn't really interest in this lot, he wonders where the interested party is, we've been talking about this for weeks. He prefers to keep it a snow dump. *Reggiani* said he disagrees. He said there is a letter of interest on this lot so there is an interested person. He does not support rescinding at this time. *Reggiani* is in favor of setting up some criteria and if we do not like the proposals we do not have to accept one. He does still want to hear from *Bill Howard*. *Joyce* said he is willing to withdraw the motion to rescind and instead refer to staff. Since this is only a discussion item, Council directed staff to bring back the original motion with *Mr. Howard* present so Council can hear from him.

17. Title 15 Code rewrite discussion

Reggiani asked City Attorney Wells how she imagines the code rewrite of Title 15 will go now that we have the charter change moving forward. *Wells* said there will be some clear revisions that will make it easier to read. She said the charter change will completely open it up for us. She went on to say that she cannot really change it now, because we will be living in a loophole; we have to know what direction we are going before

we make the changes. So, she said that is her conundrum because we cannot change the code until we are ready to change “boots on the ground”. **Reggiani** thought that we really need to have this discussion with Providence. **Joyce** agreed and said he thinks **Sean (McCallister)** is coming down at the next meeting and maybe this can be discussed then. **Mayor Kacsh** agreed he would send this on to **Sean** if he doesn’t already have this. **Bailer** said he would just like some clarification for himself regarding Providence. He said at one point they were looking at backing out altogether and being consultants only are we now looking at a long term relationship or is that still up in the air? **Mayor Kacsh** said that he thinks it still is up in the air, but we are in discussions. **Bailer** wondered if they were amicable to that; i.e. to talking long term. **Reggiani** said they are very willing to work with us.

N. NEW & MISCELLANEOUS BUSINESS

18. Pending Agenda, Calendar, Elected & Appointed Officials lists

Burton said the PERS agreement with the State peaked everyone’s interest and he would like more information about that (i.e. the separate one at the hospital). It was decided that the PERS discussion would be a good topic for the April 4 off-site visioning session that Council would be having and that **Wells** would be prepared to present a tutorial at that time. **Reggiani** wanted to know if that was a document. **Wells** said it is a list. Council requested a memo from **Wells** regarding the PERS information – she said that will be forthcoming. **Bailer** asked if there could be an outline provided concerning this meeting on April 4 – he wanted to be able to be prepared if certain topics would be coming up – he was just uncertain as to what it was all about. **Robertson** said it is a visioning session – short term and long term plans/goals for the community. He will get something to Council by March 18 if not sooner. **Robertson** said that is the way he took the direction from Council back in November when they said they had never done one (such a goal-setting session) so he has put this one together for them.

O. AUDIENCE PARTICIPATION

Gus Linville approached the table with a large bag of trash and put it on the table in front of Council. He said the harbor dumpsters are locked and he is leaving on the ferry in the morning, he is uncertain what to do with his trash so he brought it here. He said he pays City trash and Harbor trash and he is asking the City Council to work with the Harbor Commission to fix the problem. **Linville** also commented that the plants are closed in Cordova at this, the start of the season and he will have to be leaving town to Seward to fish and deliver his fish there. He thinks Council should look into that some way too.

P. COUNCIL COMMENTS

19. Council Comments

Burton said he actually had both of those items on his list for comments. He wondered if the City can’t think of a way to incentivize the processors to open earlier. Also, on dumpsters, he believed at one time there was an agreement with Harbor and Refuse – problem is that harbor users aren’t only ones using the harbor dumpsters.

Hoover said it was her last meeting – she thanked them for teaching her a lot – said it has been a great experience.

Bailer thanked the group – **Mayor Kacsh, Dave, Kristin, James** for working hard on this hospital agreement with Providence. It is really important to this community and he appreciates the time they are spending to try to work it out. His opinion on the pool is that our priorities are a little bit off. The pool is important to a lot of people and to save a little bit of money on a degree seems off when we are about to spend \$4 - \$7 thousand writing code that staff and commissions could do. On the lot that **Howard** wants to keep as a snow dump, he is surprised that the City Manager and the Public Works Director don’t support staff in that. **Howard** shouldn’t have to come in here and tell us that.

Reggiani thanked **Hayley** for serving. Congratulated **Beedle** – said he looks forward to serving with him again.

Joyce said he thought it would be a good opportunity for the new Council members to get trained – maybe if *Holly Wells* is coming on April 4 she could devote part of the day to that for the new council members (Roberts Rules, OMA, etc.).

Council member *Carpenter* was no longer on the line.

Q. EXECUTIVE SESSION

M/Reggiani S/Joyce to recess for a few minutes at 9:48 pm.

With no objection the meeting was recessed until 9:51 pm.

M/Joyce S/Reggiani to enter into an executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect on the finances of the City, specifically: Attorney update on settlement, City Employees Union contract negotiations and PWSSC land disposal negotiations.

Vote on motion: 5 yeas, 0 nays, 2 absent (Bradford, Carpenter). Motion was approved.

20. Attorney update on settlement

21. City Employees Union contract negotiations

The Council was in executive session from 9:52 pm until 10:31 pm. Mayor Kacsh said no action was taken and direction was given to the City Attorney.

R. ADJOURNMENT

M/Reggiani S/Burton to adjourn. Hearing no objections the meeting was adjourned at 10:33 pm.

Approved: April 1, 2015

Attest: _____
Susan Bourgeois, CMC, City Clerk



26 Mar 2015

Cordova Center Progress Update

SCHEDULE

- Currently Drywall, tape, mud, paint, sprinkler, continued rough-ins, etc
- 26-27Mar Chris Gilberto PM DCI Dawson Construction Inc onsite
- 31Mar-01Apr Doug Murray Mechanical Engineer onsite
- 12Apr Start Elevator install
- 03May Start Windows install
- 09July Substantial Completion
- Aug / Sep Move In
- 30Sep-02Oct Host State Conference

CONSTRUCTION

- See Weston’s Weekly Construction Update (emailed out every Weds)
- To 31Mar: 150 days / 249 days = 60% time spent ~\$4.8M / \$10M = 48% money spent
- Pay Request #4 (Feb) is due any day, followed by #5 (Mar)
- Yet to invoice for windows, cabinetry, lights, railings, elevator
- Submittals are current. 143 RFIs are current.
- Watch List: flashing, 4” DI sanitary line, crew size, elevator mods, diffuser mods, steel delivery

CAPITAL CAMPAIGN

Total Cash received to date (2014 & 2015)	\$ 139,610.36
Total Pledges to receive by 9/30/2015	\$31,550.00
Total in-kind donations	\$20,000.00
TOTAL Pledges, Cash & in-kind Donations 2014 & 2015	\$191,160.36

as of Mar 25, 2015

- Anchorage Cordova Center Event – April 11, 2015 at the Home of Mead Treadwell
- Donor Recognition RFP currently being advertised.

CORDOVA CENTER COMMITTEE

- Design Review Summary - The CC committee reviews design changes & suggestions weekly. The majority of finish selections have been completed at this time.

---- End of Memo----

Cordova Center Project - Financial Summary

Updated March 2015							
#1 Funding Sources				#4 Expenses - Actual Paid			
Economic Development Administration	\$200,000	2002 awarded		Pre-Construction	\$1,040,456		
Federal Financial Assistance Grant	\$300,000	2002 awarded		Phase I construction	\$15,084,590		
EVOS Trustee Council	\$7,000,000	2008 awarded		Phase II construction to date	\$2,836,686		
Congressional appropriation	\$2,488,100	2000-2004 awarded		TOTAL expenses to date		\$18,961,732	
Alaska Legislative appropriation	\$10,525,000	2004, 2009, 2011, 2014, 2015					
Governor's Capital Budget	\$1,000,000	received 2005		#5 Expenses - Phase II Remaining			
City of Cordova land purchase	\$365,000	2005, 2009		Phase II Construction	\$7,542,277		
City of Cordova appropriation	\$1,500,000	received 2005		Design Team Consultation: Phase II	\$315,000	Reduced from \$355,493	
City of Cordova match to EDA grant	\$85,000	2002 awarded		CoC Administration	\$75,000	Reduced from \$100,649	
Local events and individuals	\$24,112	through 2009		Professional Services	\$10,000	Reduced from \$44,038	
Capital Campaign 2014 to date	\$136,160	3.20.2015		Contingency 7% of construction costs	\$699,809		
TOTAL income through 2015		\$23,623,372		1% for Art	\$110,000	Reduced from \$235,000	
#2 Funds - Secured and Pending				Furniture, Fixtures & Equipment	\$350,000		
Secured Remaining				TOTAL Expenses Phase II		\$9,102,086	
EVOS Trustee Council	\$721,120						
DCCED FY 15 Appropriation	\$1,609,700						
Total Secured Remaining		\$2,330,820					
Pending				SUMMARY			
Municipal Bond	\$3,000,000	Passed 3.3.15		Est. Expenses for Phase II construction	\$7,542,277		
Lynden	\$20,000	In-Kind Freight		Est. Expenses for other items (listed above)	\$1,559,809		
EVOS Trustee Council	\$1,500,000	awarded for construction		Total Expenses		\$9,102,086	
Rasmuson Foundation	\$750,000	Top Off Grant/Must match		Income now available for Phase II expenses		\$7,632,370	
Capital Campaign Pledges	\$31,550	To Be Received by 9/2015		Income Anticipated		\$1,132,290	
Total Pending		\$5,301,550		Final balance required		\$337,426	
Total Income Secured & Pending		\$7,632,370		Total Revenues		\$8,764,660	
#3 Funds - Anticipated Sources							
Foundations	\$0						
Capital Campaign	\$632,290						
EDA	\$500,000						
TOTAL		\$1,132,290					



Cordova Center Project Addendum to Financial Summary

Funds – Secured and Pending

- **EVOS Trustee Council:** Remainder of original \$7million.
- **DCCED FY15 Appropriation:** Remainder of FY15 \$4 million.
- **Municipal Bond:** City's request being reviewed by AMBB on April 9th. Proceeds by early June.
- **Lynden:** This is an in-kind donation for freight. Dawson will acknowledge once used.
- **EVOS Trustee Council:** Pending. John Bitney actively working this authorization through State bureaucracy.
- **Rasmuson Foundation:** Pending Successful Capital Campaign Match.
- **Capital Campaign Pledges:** Cash secured through Campaign to date.

Funds - Anticipated Sources

- **Foundations:** Rasmuson Foundation is complete. Paperwork has been submitted. We have moved Rasmuson into the Pending Category. MJ Murdock Charitable Trust proposal has now been submitted but is specifically for the museum exhibits. ***Neither the Murdock Trust request nor the museum exhibit costs are included in this financial summary.*** The museum exhibit work is being held within the Cordova Historical Society's realm. The search is on for additional foundation grants or awards for theatres and libraries.
- **Capital Campaign:** The Capital Campaign is under the auspices of the Cordova Center Committee which meets weekly on Wednesdays at 3:00 pm in the Library Meeting Room. **This does not reflect two \$25,000 donations received late Wednesday afternoon.**
- **Economic Development Administration:** This is a newly identified potential source of funding that staff is drafting an application for at present. Applications due June 12, 2015 for funding cycle 3 of FY2015. Awards are designed to leverage existing regional assets and support economic development strategies that advance new ideas and creative approaches to advance economic prosperity in distressed communities. Cordova is eligible.

Expenses- Phase II Remaining

- **CoC Administration:** This budget line includes costs incurred within the Capital Campaign and preparations for opening the facility.
- **Professional Services** represent Consultants, Publicity and Legal Services.
- **Project Consultation and Management** reflects remaining costs for Construction oversight to MRV.
- **Contingency** is the City's line item for potential changes in construction costs.
- **1% for Art** reflects the funds dedicated to placing art within the facility.
- **Furnishings, Fixtures & Equipment:** Staff is continuing to fine tune numbers for furnishings and equipment.



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CITY CLERK'S REPORT TO COUNCIL

April 01, 2015 Regular Council Meeting

Date of Report: March 24 – March 26, 2015

Things the Clerk's Office would like Council feedback on:

- When a Council member knows ahead that they will be absent from a meeting or even if they do not know ahead, if the Council member can please tell the clerk in an email the reason for the absence (or simply whether it is excused or unexcused) in a timely manner, i.e. before the printing of the next agenda, so the Clerk can put that item under the consent calendar – this would be extremely helpful
- Mayor Kacsh recently signed a leave request for me, I meant to include it as a request in a packet before tonight, but I will be taking the following days off: 4/2, 4/3, 4/10, 4/17, 4/30, 5/1

Things the Clerk's Office has been working on:

- Prepared agenda and packet for regular meeting on 04-01-15
- Attended staff meeting on March 24, 2015
- Continued preparation for the May 12, 2015 Special City Election – advertising, noticing
- Deputy Clerk completed the 2015 property tax roll, assessment notices mailed March 6, appeals due by April 6
- Deputy Clerk also advertising 2014 foreclosures, wrote letters to property owners, finalized foreclosure docs with City Attorney
- Received correspondence for packet inclusion and Council dissemination
- Worked with Mayor Kacsh on several agenda items for April 1, 2015 meeting
- Worked with Planning staff and Parks and Rec staff on agenda items
- Prepared resolution regarding the mobile restaurant item for April 1, 2015 meeting
- Trying desperately to catch up on minutes, still one meeting behind
- Updated pending agenda calendar and elected appointed officials lists for agenda packet
- Closing out Regular Election of March 3 – handled time sheets of election board, advertised final results, furnished Division of Elections with required materials from properly conducted municipal election, corresponded with all absentee and/or questioned voters whose ballots did not count
- Working with Parks and Recreation Department on compiling answers to a records request

Dear Randy, ^{PM 13 MARCH}

Spring is here, but I have not forgotten about the City's role in facilitating a very successful December Board of Fisheries meeting! CDFU is so appreciative of the City's commitment to support our commercial fishing industry. Thank you to all who pitched in and especially Cathy Sherman without whom I'm sure we would have veered off the mark. This was a very important meeting for CDFU and because of the City of Coos Bay we will be considered as a host community in the future. Thank you!

Sincerely,
Alexis

March 11, 2015

Dear City Council,

I completely support the Resolution presented by the Parks and Recreation Commission, to bring the pool temperature back up to 82 degrees F.

I serve on the Parks and Recreation Commission and have reviewed the community survey in great detail. I hope you have taken time to review it and digest the impact of the colder pool temperature on the youngest patrons of the pool. The majority of the pool patrons surveyed agreed, that the pool is TOO COLD at 81 degrees F.

I attend several tot swims, open swims and assist the School District with swim lessons on a weekly basis. As soon as the temperature was lowered, I could tell the difference!!

During Tot Swim, parents have the opportunity to expose their little ones (6months-5 yrs old) to swimming for the very first time. I work hard promote swimming in our Puddle Jumpers playgroup. Based on my Puddle Jumper group survey, the lowering of the pool temperature will: 1) detour new parents from bringing their babies and toddlers to the pool, 2) decrease the potential of new memberships to the pool and 3) cause less attendance to Open Swims as the babies/toddlers grow into big kids.

The Bob Korn Memorial Pool was dedicated to teaching our youth to swim and we need to maintain the pool temperature at 82 degrees F for the children's comfort. According to standard Certified Pool Operators (CPO) manual, this temperature is MUCH LOWER than the optimal temperature of 84-90 degrees F for children's instructional classes. I have watched kids in the Kindergarten group shivering in the pool, during School District swim lessons. I want to see MORE kids enjoying the pool, learning to swim with comfort and taking advantage of the wonderful resource of a pool in our remote Alaskan community.

I reviewed a letter from the Superintendent of Facilities (Bennett) to the Parks and Recreation Director regarding the basic online calculations and series of (unidentified) assumptions, used to quantify the (possible) cost savings, as it relates to a reduction of pool temperature. A truly accurate estimate of cost savings is an EXTREMELY complicated calculation. I do not feel that enough time and effort was allowed, to come up with a **realistic** number on cost savings. In the letter Bennett stated that his calculation was "very basic and only a point to start the conversation".

In my educated opinion, the data presented in this letter does not provide justification for reducing the pool temperature to uncomfortable levels for the majority of the pool patrons, especially our children!! Additionally there has been no organized effort to baseline the pool heating cost and document actual fuel usage to quantify the actual savings. The decision to reduce the pool temperature was prematurely made and no effort was expended to verify a cost savings.

Sincerely,

Karen Hallquist

LISA MURKOWSKI
ALASKA

COMMITTEES:
ENERGY AND NATURAL RESOURCES
CHAIRMAN
APPROPRIATIONS
SUBCOMMITTEE ON INTERIOR,
ENVIRONMENT, AND RELATED AGENCIES
CHAIRMAN
HEALTH, EDUCATION, LABOR,
AND PENSIONS
INDIAN AFFAIRS

United States Senate

WASHINGTON, DC 20510-0203
(202) 224-6665
(202) 224-5301 FAX

March 5, 2015

510 L STREET, SUITE 600
ANCHORAGE, AK 99501-1956
(907) 271-3735

101 12TH AVENUE, ROOM 329
FAIRBANKS, AK 99701-6278
(907) 456-0233

800 GLACIER AVENUE, SUITE 101
JUNEAU, AK 99801
(907) 586-7277

805 FRONTAGE ROAD, SUITE 105
KENAI, AK 99611-9104
(907) 283-5808

1900 FIRST AVENUE, SUITE 225
KETCHIKAN, AK 99901-6059
(907) 225-6880

851 EAST WESTPOINT DRIVE, SUITE 307
WASILLA, AK 99654-7142
(907) 376-7665

The Honorable Jim Kacsh
Cordova City Council
Cordova School Board
Post Office Box 1210
Cordova, Alaska 99574-1210

Dear Mayor Kacsh and members of the Cordova City Council and Cordova School Board:

Thank you for contacting me about your support for the Secure Rural Schools (SRS) program.

For all of the progress we made on public lands issues at the end of 2014, Congress' inability to fund even a short-term extension of the SRS program is a major disappointment. The simplest explanation for the lack of SRS funding is that the program is increasingly difficult to sustain in this constrained budget environment. The House and Senate Finance committees have traditionally found the money to pay for SRS, but came up short this time.

If SRS is not reauthorized, the U.S. Forest Service (USFS) will make payments to counties, boroughs, and parishes under the 25 percent payments law. That law requires the USFS to return 25 percent of the gross receipts generated from the national forests to the counties, boroughs, and parishes that contain the federal land in order to help fund essential services such as schools and roads. These payments will be significantly reduced from the amounts paid out under SRS, in part, because the federal government has broken its promise with communities to actively manage our national forests. SRS masked this stark reality for over 14 years.

I agree with many of my colleagues that some form of assistance is appropriate for communities, but there is less agreement about continuing the SRS program in its current form. Congress has historically provided about \$330 million in annual funding to the SRS program. Last year, the communities in Southeast Alaska's Tongass National Forest and Southcentral Alaska's Chugach National Forest received \$14.3 million from the SRS program. Under the 25 percent payments law in 2015, these same communities in Alaska would receive just over \$537,000.

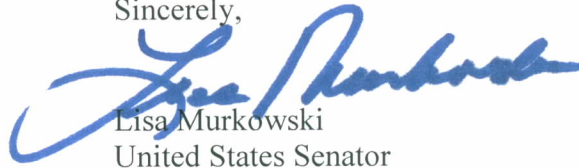
The answer to ensuring that our forested communities, such as Cordova, have the revenue they need to fund schools and road maintenance is not a continuation of the current system. What is needed is for the USFS to return to a policy of actively managing our national forests through sustainable timber harvests that allow our forested communities to go back to work. I also think it is time that we look more closely at our current policies regarding federal land

ownership and how communities are fairly compensated for the impacts federal land ownership can have.

I will continue to work to ensure that our forested communities are made whole. We must also seek a better way to create healthy economies for communities that have traditionally worked our national forests. The best answer is both tried and true: a return to the active management of our national forests.

Again, thank you for taking the time to contact me. I look forward to continuing to work with you on this and other issues important to Cordova, and the State of Alaska as a whole.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa Murkowski", is written over the typed name and title.

Lisa Murkowski
United States Senator

STATE CAPITOL
P.O. Box 110001
Juneau, AK 99811-0001
907-465-3500
Fax: 907-465-3532



550 West Seventh Avenue, Suite 1700
Anchorage, AK 99501
907-269-7450
fax: 907-269-7463
gov.alaska.gov
Governor@alaska.gov

Governor Bill Walker
STATE OF ALASKA

March 16, 2015

Mayor Jim Kacsh
P.O. Box 1210
Cordova, AK 99574

Dear Mayor Kacsh,

Thank you for writing to express support for the appointment of Dan Hull to the North Pacific Fishery Management Council. Board and commission appointments are responsibilities that we take seriously, and each candidate's qualifications are evaluated carefully. Your comments are valuable to our process and we appreciate that you took the time to share your thoughts with us.

Please contact the Office of Boards and Commissions at 907-269-7450 if you have further comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karen Gillis".

Karen Gillis
Director
Boards and Commissions

KG/li code: 0109.01
Endorsement letter from director.E2



Governor Bill Walker
STATE OF ALASKA

March 18, 2015

The Honorable Jim Kacsh
Mayor
City of Cordova
P.O. Box 1210
Cordova, AK 99574

Dear Mayor Kacsh and City Council Members,

Thank you for your kind letter and words of encouragement. I appreciate your support and am deeply grateful for this opportunity to work with Alaskans to make great strides for our wonderful state.

Like you, we recognize the vital economic importance of Alaska's fishing communities and look forward to working together with Alaskans on the issues you mentioned. I have asked Lieutenant Governor Mallott to take the lead on fisheries policy, and we look forward to ensuring that our fishery management practices are scientifically sound and always have Alaskans' best interests in mind.

I appreciate your support, and I wish you and your colleagues all the best.

Sincerely,

A handwritten signature in blue ink that reads "Bill Walker".

Bill Walker
Governor

MEMO, City of Cordova

To: Mayor and City Council

Through: Randy E. Robertson, City Manager

From: Jon K. Stavig, Finance Director

Date: March 24, 2015

RE: Budget Amendment

Following is a budget amendment transferring budget appropriations in the amount of \$10,600.00 contained in the City's FY'15 budget to the ski hill. The transfer will allow the City to reimburse Sheridan Alpine Association for insurance.

Jon K Stavig

MEMORANDUM

ATTORNEY-CLIENT COMMUNICATION

**TO: CORDOVA CITY COUNCIL
RANDY ROBERSON, CITY MANAGER**

FROM: HOLLY C. WELLS

**RE: INTERPRETATION OF INSURANCE PROVISION IN CONTRACT FOR
SKI AREA MANAGEMENT SERVICES**

CLIENT: CITY OF CORDOVA

FILE NO.: 401,777

DATE: MARCH 24, 2015

The Sheridan Alpine Association (“Contractor”) and the City of Cordova, Alaska (“City”) entered into the Contract for Ski Area Management Services (the “Contract”) on July 14, 2013. The Contractor claims that, under the terms of the Contract, the City is responsible for insurance costs. In response, the City manager requested that I provide an interpretation of the relevant provisions of the Contract.

After reviewing the Contract, I interpret the contract as follows:

1) Section 5.13 of the Contract requires the Contractor to carry insurance as specified in that provision and requires a request for insurance reimbursement to be submitted with the annual budget request submitted by the Contractor. While reimbursement must be submitted with the budget request, there is nothing in the Contract suggesting the City Council is required to grant the request.

2) Section 12 of the Contract also expressly exempts the City from funding obligations where there are no appropriated funds available for such funding.

Based upon these provisions as well as the understanding between the parties at the time the Contract was executed, the City certainly may reimburse the Contractor for insurance costs but it is by no means obligated to do so.

**CITY OF CORDOVA, ALASKA
RESOLUTION 04-15-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING AMENDMENT TO THE FY15 BUDGET AND AUTHORIZING THE
TRANSFER OF PRIOR APPROPRIATIONS IN THE AMOUNT OF \$10,600 TO
REIMBURSE SHERIDAN ALPINE ASSOCIATION FOR INSURANCE**

WHEREAS, The City Council of the City of Cordova, Alaska has adopted the City Operating Budget and appropriated funds for FY 15 for the period of January 1, 2015 to December 31, 2015; and

WHEREAS, The City has identified funds that have been previously appropriated which are neither encumbered nor expected to be spent by year end, and such funds are as follows:

- Line #101-604-50010 Snow Removal Overtime in the amount of 5,000
- Line #101-401-52090 City Council Contingency in the amount of 2,000
- Line #101-441-50000 Law Enforcement in the amount of 3,600
- Totaling \$10,600; and

WHEREAS, This total amount (\$10,600) will be transferred to Line #101-704-52190 to provide funds to reimburse Sheridan Alpine Association for insurance purchased.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cordova, Alaska that this amendment to the FY15 Budget and the transfer of prior appropriations in the amount of \$10,600 are hereby authorized in order to reimburse Sheridan Alpine Association for insurance.

PASSED AND APPROVED THIS 1st DAY OF APRIL, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Susan Bourgeois

From: Jim Kacsh
Sent: Monday, March 23, 2015 10:32 AM
To: Randy Robertson
Cc: Susan Bourgeois
Subject: Re: City Bldg Commission report Cordova nter

Randy,

Thank you for finding this.

I would like to have "disposal of current Library and Museum property" as a discussion item for the 1 April meeting. I would like to get specific criteria from Council for this property to be clear to the public sooner rather than later.

Thank you,
Jim

From: Randy Robertson
Sent: Friday, March 20, 2015 10:15 AM
To: Mayor & City Council
Subject: City Bldg Commission report Cordova nter

Mayor and Councilors:

Per a request from Weds meeting, attached please find the Council minutes (at para 3 a) from March 2009 summarizing the findings of the "City Buildings Committee."

v/r

Randy

He stated the Fire Department was already working on what the building would require.

- b. **Clay Koplín** of 6.5 Mile spoke regarding agenda item 32. He mentioned that he spoke with **Frank Avezac** regarding their business plan and business model. He stated he asked them to show round-trip where the gas was coming from, what is the cost from the ground, and what is the delivered cost to the consumer as well as all of the steps and costs in that supply chain. He pointed out that the \$3.65/gallon for fuel oil as referenced in the letter should be around \$2.50/gallon as the price is coming down right now. He encouraged Council to not approve the letter. He continued by stating that if it makes financial sense, to get a much clearer business plan of who is doing and paying for what and where the money is coming from or to let one of the more accessible cities with higher costs prove the concept and technology of the project. He stated that he felt there was not any rush to get the project done.
- c. **Margie Peterson** spoke regarding agenda item 18. She encouraged Council to be certain of what they were doing if they were going to exempt the sales tax on all home heating fuel.

3. Chairpersons and Representatives of Boards and Commissions

- * a. City Buildings Committee Report/Cordova Center Update
Allison reported that the City Buildings Committee met several times and came up with as much public comment as they could. He stated that the recommendation of the committee was to 1) sell the Library/Museum Building; 2) lease the City Hall Building once the staff has been moved into the Cordova Center or zone it cold; 3) begin immediately searching for grants that can be secured to fund the relocation of the Police and Fire Departments; and 4) demolish the City Hall Building once it is vacated in order to provide additional parking for the Cordova Center. **Mayor Joyce** stated that it would probably be wise to do as **Groff** stated and form a committee to attempt to find a location for the Police and Fire Department. **Allison** stated he agreed. **Dan Logan** presented Council with an update on the Cordova Center. **Logan** stated that funding was still at \$12.2M. He reported that they have been working with the lobbyist and with different delegations to determine in which capacity the Cordova Center fits best to receive grant money. He stated that USDA has a rural community facilities development grant that they are working toward. **Kallander** asked if they needed help writing grants. **Logan** stated that the challenge they are having is determining which grants coming from federal agencies best fit the project being worked on and which sources to target. **Kallander** stated that the Cordova Center is the number one priority for the community and thought it would be worth it to appoint someone to dedicate a serious amount of time working on grant writing. **Kallander** asked if **Logan** had heard anything pertaining to the representatives in Juneau and Washington being confused on what the number one priority for the City is. **Logan** stated that he heard some rumors pertaining to that last summer, but has not heard anything like that lately. He stated that if he did hear anything like that he would let Council know so that they can clarify their position. **Mayor Joyce** stated that they have made it very clear to the delegation that the number one priority to the City is the Cordova Center.

Memorandum

To: City Council
From: Planning Staff
Date: 3/25/15
Re: Lot 2, Block 7, North Fill Development Park (Mobile Grid Lot)

PART I – BACKGROUND

12/9/14 – At the Planning Commission Regular Meeting all original proposals were discussed and the following motion was made:

M/Roemhildt S/Baenen to recommend City Council approve the proposal from Trident to purchase Lot 2, Block 7, North Fill Development Park.

Upon voice vote, motion **passed** 5-1.

Yea: *Bailer, Reggiani, Greenwood, Baenen, Roemhildt*

Nay: *McGann*

Conflict of Interest: *Pegau*

12/17/14 – At the City Council Regular Meeting the following motions were made

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

Vote on motion: 2 yeas, 4 nays. Burton-no; Joyce-no; Bradford-yes; Carpenter-yes; Reggiani-no and Bailer-no. Hoover has a COI. Motion failed.

M/Reggiani S/Bailer to award disposal of Lot 2 Block 7 North Fill Development Park to Trident Seafoods.

Vote on motion: 4 yeas, 2 nays. Burton-yes; Joyce-yes; Bradford-no; Carpenter-no; Reggiani-yes and Bailer-yes. Hoover has a COI. Motion was approved.

12/19/14 – Trident withdrew their proposal. Because Trident was the proposer that was awarded the property, the disposal process reverted back to the Planning Commission to make a recommendation.

1/12/15 – Prince William Sound Science Center withdrew their proposal.

1/16/15 – At the Planning Commission Regular Meeting the remaining two proposals were discussed and the following motion was made:

M/McGann S/Roemhildt to recommend City Council approve the proposal from Mobile Grid to purchase Lot 2, Block 7, North Fill Development Park.

Upon voice vote, main motion **passed** 5-1.

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

Nay: *Reggiani*

Absent: *Bailer*

Prior to the motion passing, the following amendment was made and failed:

M/Reggiani S/Baenen to amend the main motion to move to recommend City Council dispose by lease Lot 2, Block 7, North Fill Development Park by direct negotiation with Mobile Grid.

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

Yea: **Reggiani, Baenen**

Nay: **Greenwood, McGann, Pegau, Roemhildt**

Absent: **Bailer**

2/4/15 – At the City Council Regular Meeting the following motion was made:

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.

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

PART II – GENERAL INFORMATION

The lease with option to purchase terms have been reviewed by the Schultzes and a preliminary approval of the terms have been received by their financial institution. Prior to the Schultzes moving forward with the application and formal review of the paperwork, a review and concurrence of the terms by City Council is needed. While the terms will be reviewed in the loan process and there may be a request for a change; there needs to be a starting point of agreed upon terms. The terms are similar to PWSSC lease with option to purchase contract that City Council. The template contract is attached with the major terms summarized below.

At this time concurrence is needed from City Council that the major terms presented are acceptable as a starting point. The Schultzes will move forward with the application and formal review of the paperwork. The following list is the major terms of the lease with option to purchase. Sections in the contract containing information on the terms are noted in bold below.

- Purchase Price will be \$67,500.00 as approved by the City Council 2/4/2015
- Lease term 30 years – **Section 2**
- Base rent will be 562.25 – **Section 3**
- If not purchased within 10 years of commencement of the lease the purchase price will be adjusted to fair market value and rental rate will be adjusted by the CPI to include the last 10 years and annually thereafter **Section 3D**
- Authorized uses will be constructed buildings and structures as well as the undeveloped land for haul out facilities, boat and trailer storage, and towing facilities **Section 4**
- Building plan will be based on proposal that was accepted by P&Z and City Council- Site Plan review per zoning code 18.42 will still be required **Section 5A**
- Building must be built within 10 years or lease is/may be terminated **Section 5B**
- Purchase may occur at any point during term of lease once a building is established **Section 21A**
- Purchase price agreed upon at lease commencement will remain valid through the first ten years. **Section 21E**
- If building is built and land purchased within 7 years of lease commencement date lease payments will go towards purchase price **Section 21E**
- If building is built and land is purchased **after** 7 years of lease commencement date lease payments will not go towards purchase price **Section 21E**
- City has right of first refusal **Section 21I**

**CITY OF CORDOVA
Cordova, Alaska**

LEASE WITH OPTION TO PURCHASE TEMPLATE

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 MOBILE GRID TRAILERS, INC., an Alaska corporation ("Lessee").

RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska generally described as Lot 2, Block 7, North Fill Development Park, Plat 86-6, 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 **Thirty Years (30) years, commencing** on _____, 2015, (the "Commencement Date") and terminating at 11:59 p.m. on _____, 2045, 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 **Six Thousand Seven Hundred Dollars (\$67,00.00) or Five Hundred Sixty-Two Dollars (\$562.00) 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 for haul out facilities, boat and trailer storage, and towing facilities. 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 _____, 2025, 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 _____, 2025, 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 material man'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 stayed 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 \$67,500 ("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 _____, 2022, 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 _____, 2022, 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:

Mobile grid Trailers, INC
P.O. Box 1291
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: MOBILE GRID TRAILERS, INC.

By: _____

Its: _____

Exhibit A
Leased Premises

Lot 2, Block 7, North Fill Development Park, Plat 86-6, located within Cordova
Recording District, Cordova Alaska

Exhibit B
Development Plan

CITY OF CORDOVA

RESOLUTION

A RESOLUTION OF THE CITY OF CORDOVA PARKS AND RECREATION
COMMISSION,

WHEREAS, the primary use of the Bob Korn pool is for teaching our youth to swim and stay safe in our marine environment.

WHEREAS, the pool and spa operators' manual recommends 84-90 degrees F as an optimal temperature for children's instructional classes and therapeutic activities.

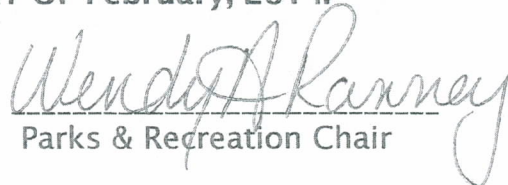
WHEREAS, the average temperature for a multi-purpose pool in the USA is 84 to 86 degrees according to the US Water Fitness Association.

WHEREAS, a setting of 82 degrees was an acceptable compromise since 2010 after much debate by the Parks & Recreation Commission.

WHEREAS, the pool temperature set at 81 degrees is too cold for open swim, tot swim, exercise, therapy, and school district swimmers, as reported on the Parks & Recreation's survey.

NOW THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes the pool manager to manipulate the pool temperature setting to regulate as close to a consistent setting of 82 degrees F as is possible with the equipment that is available.

PASSED ON THIS 18th DAY OF February, 2014.


Parks & Recreation Chair

REQUEST FOR PROPOSALS

concerning

Medical Center Management

of

CORDOVA COMMUNITY MEDICAL CENTER
CORDOVA, ALASKA

(Issued April 25, 2011)

I. General Information

Information about City of Cordova

The City of Cordova is a community of 2239 people, which swells to 5000 or more during the summer months, with general government services, water, sewer, and solid waste services, and a variety of leisure opportunities such as hunting, fishing, hiking, a ski area, and numerous festivals and activities throughout the year. The City of Cordova website is www.cityofcordova.net.

II. Project Background

In 2010 the City of Cordova engaged a Consulting firm to examine the operation of the existing Cordova Community Medical Center. A copy of the Consultant's final report was previously provided to potential respondents. An RFI was issued in December 2010 to various entities requesting their interest in managing the Cordova Community Medical Center. A total of five responses were received. The opportunity to perform an in-person community and hospital assessment was offered to the five respondents, and three of the five accepted. These assessments were scheduled and completed during March and April, 2011.

III. Objective

The objective of this RFP is to obtain information to be used by the Cordova City Council in their final selection of a management organization to manage Cordova Community Medical Center.

IV. Scope of Work

Comprehensive management of Cordova Community Medical Complex, (CCMC) which includes a Hospital, Emergency Room, Clinic, and Long-Term Care facility.

V. Expected Timeline

- RFP issued April 25, 2011
- RFP responses due by 4PM Tuesday, May 31, 2011
- Council interviews with respondents – June thru August 2011
- New management organization in place – September 1, 2011 (negotiable)

VI. Amendments to the RFP

In the event that it becomes necessary to revise any part of this RFP, all amended documents will be provided to all agencies invited to respond.

VII. Questions for Respondents

1. Please explain your overall vision of how management of CCMC would look under your organizational guidance.
2. Please explain how your organization would staff the facility. Which employees would remain employees of CCMC? Which would be employed by your management organization? If any are taken out of CCMC employ, how do you propose to deal with the matter of PERS retirement and any resulting PERS liability?
3. How will current employees be evaluated? Will employees who are found to be lacking in skills be replaced or retrained?
4. Who will have authority to hire, fire, and discipline employees?
5. Explain how physicians would be employed under your management. Who would recruit and hire physicians?

6. Please discuss your management organization's resources, especially as they relate to recruitment, equipment acquisition, etc.

7. Who will be accountable for day-to-day operations of CCMC? Will this person be on-site in Cordova? If not, where will they be? Please discuss their level of accountability, and to whom.

8. Provide an explanation of how your organization plans to improve the way CCMC is operated to ensure and enhance financial stability and long term sustainability.

9. Based on your knowledge of the history of CCMC, and other similar facilities you manage or have managed, what is your vision of the best possible governing board structure as it relates to CCMC. (ie. Appointed hospital board, elected hospital board, management reporting direct to City Council, etc.)

10. Please describe what documents will be prepared by your management organization (ie. Budget, business plan, cash flow, strategic plan, operations plan, marketing plan, patient satisfaction reports, etc.), and how often these documents would be presented to the governing body?

11. Please describe how your management organization would deal with the needs of CCMC patients as they relate to specialists, surgery, child birth, etc. (ie. Where would specialists be located? And where would CCMC patients go for surgery, child birth, etc.?)

12. Please describe how your management organization will handle CCMC's need for implementation of electronic health records.

13. Describe your experience managing Critical Access Hospitals in Alaska.

14. Describe your experience managing hospitals where there is an operating FQHC/CHC held by a separate entity.
15. Describe what health care services you plan to offer at CCMC. Are there services you plan to expand or eliminate?
16. Describe what, if any, equipment, software, personnel, etc. will be subject to removal by your organization in the event of a separation from CCMC.
17. Describe how major decisions will be made and implemented at CCMC under your management plan. Such as:
- Changes in CCMC certifications, accreditations, or licensure.
 - Annual budget approval
 - Long term debt
 - Changes in CCMC offered services
 - Determination of rates
 - Any other significant changes
18. Describe how your organization will be compensated for services. Please include ALL costs associated with your organization's management of CCMC including professional fees, reimbursements, incentive payments, etc.
19. Describe the top 10 performance indicators that your organization will monitor and report to the City on a regular basis.
20. Is there any additional information that you would like to add to your proposal that will aid in our selection process?

Submission

Proposals must be received by 4:00 p.m. Alaska time, May 31, 2011.

Please address proposals to:

City Manager
City of Cordova
P.O. Box 1210
Cordova, AK 99574
Attn: Medical Center Management Proposal

Questions may be directed to the City manager at (907) 424-6200 or
citymanager@cityofcordova.net

3.12.035 - Meetings—Agenda.

All matters of business or written correspondence received from the public (to be included in the agenda packet and considered by council) shall be submitted to the clerk's office no later than twelve noon on the Wednesday preceding the regular council meeting. Two members of the council, the mayor, or the manager may submit items to the clerk to be placed on the agenda. The clerk shall prepare an agenda for each regular council meeting after consulting with the mayor and manager. Agenda items shall be listed according to the order of business with each item numbered consecutively. A complete agenda packet shall be made available to the mayor and council members by no later than seven p.m. on the Friday preceding the regular council meeting. A copy of the agenda packet shall be posted in the lobby of the City Hall and made available at the Cordova public library for public review by no later than seven p.m. on the Friday preceding the regular council meeting. Copies of the complete agenda will also be available for the public in council chambers during the meeting.

(Ord. 972, 2005; Ord. 887, 2001; Ord. 616 § 1, 1987).

(Ord. No. 1025, § 1, 6-4-2008)

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 18, 2015 –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~~

Meeting with **Joanie Behrends** regarding COOP plan – week of **April 19 or 26?**

April 25, 2015 – Saturday - Health Fair

Committees:

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

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

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

Calendars:

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

April 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary			1 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 Time tba HSB LMR 6:45 pub hrg LMR 7:00 reg mtg LMR	16	17	18
19	20 BOE hearing 7:00 LMR	21	22	23	24	25 Cordova Health Fair
26	27	28 —Absentee CH 8-5— 6 pm Parks & Rec CH	29 —Absentee CH 8-5—	30 —Absentee CH 8-5—		Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary

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 —Absentee CH 8-5—	2
3	4 —Absentee CH 8-5—	5 —Absentee CH 8-5—	6 —Absentee CH 8-5— 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	7 —Absentee CH 8-5—	8 —Absentee CH 8-5—	9
10	11 —Absentee CH 8-5—	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 4pm HS Graduation
17	18	19	20 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	21 12:00 Council Special Meeting CH	22 Last day of school!!	23
24 <hr/> 31	25 Memorial Day City Hall Offices Closed	26 6 pm Parks & Rec CH	27	28	29	30

June 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	4	5	6
7	8	9 6:30 P&Z LMR	10 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	11	12	13
14	15	16	17 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	18	19	20
21	22	23 6 pm Parks & Rec CH	24	25	26	27
Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary						Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary

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

MAYOR AND CITY COUNCIL - ELECTED

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

filled vacancy
appt to A

1 yr trm

SCHOOL BOARD - ELECTED

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

LIBRARY BOARD - APPOINTED

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

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

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

PLANNING AND ZONING COMMISSION - APPOINTED

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

HARBOR COMMISSION - APPOINTED

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

PARKS AND RECREATION COMMISSION - APPOINTED

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