

**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

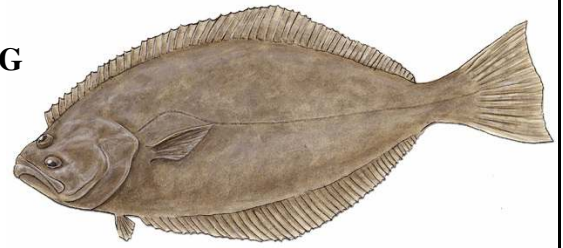
Bhren Peña

**REGULAR COUNCIL MEETING**

**APRIL 15, 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 1123..... (page 1)**

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova municipal code sections 18.35.010, 18.35.020, 18.35.030, 18.35.040 and 18.35.050 and enacting Cordova municipal code section 18.35.035 conditional uses in the blue zone – 2<sup>nd</sup> reading

**6. Ordinance 1126..... (page 12)**

An ordinance of the City Council of the City of Cordova, Alaska, amending section 3.12.035 of the Cordova Municipal Code regarding meetings - agenda and 3.12.060 (C) meetings - order of business – 1<sup>st</sup> reading

**7. Resolution 04-15-20..... (page 14)**

A resolution of the City Council of the City of Cordova, Alaska, requesting FY 16 payment in lieu of taxes funding from the Department of Commerce, Community, and Economic Development

**H. APPROVAL OF MINUTES**

**8. 03-18-15 Regular Meeting Minutes..... (voice vote)(page 17)**

**I. CONSIDERATION OF BIDS**

**J. REPORTS OF OFFICERS**

**9. Mayor's Report**

**10. Manager's Report**

**a. Cordova Center report – including updated financials..... (page 22)**

**b. Finance Department report..... (page 25)**

**11. Staff Quarterly Reports – 1Q 2015**

**a. Library..... (page 30)**

**b. Technology..... (page 33)**

## 12. City Clerk's Report

### K. CORRESPONDENCE

- 13. Email from executive Director of Sitka Sound Science Center 03-25-15..... (page 35)
- 14. 03-30-15 Letter from S. Pegau in re Ordinance 1125..... (page 36)
- 15. March 2015 thank you not from Cindy Hough of Providence..... (page 37)
- 16. 04-06-15 City Council letter to Stevens and Stutes in re Education Funding..... (page 38)
- 17. 04-08-15 Email from Gary Stevens in re Education Funding..... (page 39)

### L. ORDINANCES AND RESOLUTIONS

- 18. Ordinance 1127..... (voice vote)(page 40)  
An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code to repeal and reenact Chapter 5.22-disposal of city real property to permit the sale of city property for more than fair market value, institute a letter of interest process for acquisition of city real property, require a heightened sale price when city property is sold to remedy a violation of Title 18 of the code, and to generally update Chapter 5.22 of the City of Cordova Municipal Code to provide greater flexibility in the disposal of city property- 1<sup>st</sup> reading
- 19. Ordinance 1128..... (voice vote)(page 48)  
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a thirty year lease agreement with Mobile Grid Trailers, Inc., which includes an option to purchase, for Lot 2, Block 7, Plat 86-6 located within the Cordova recording district in the North Fill Development Park – 1<sup>st</sup> reading

### M. UNFINISHED BUSINESS

- 20. Council action on disposal method for "Breakwater Fill Lot"..... (voice vote)(page 74)
- 21. Disposal of current City Hall and/or other City Properties – consolidation possibilities..... (page 79)
- 22. Water consumption and rate discussion..... (page 80)

### N. NEW & MISCELLANEOUS BUSINESS

- 23. Creation of an economic development committee
- 24. Discussion of adjusting the sales tax cap maximum dollar amount – i.e. CMC 5.40.030..... (page 83)
- 25. Council liaison to School Board – discussion
- 26. Council direction to City Manager in re PWSSC request for reimbursement..... (voice vote)(page 86)
- 27. Pending Agenda, Calendar, Elected & Appointed Officials lists..... (page 88)

### O. AUDIENCE PARTICIPATION

### P. COUNCIL COMMENTS

- 28. Council Comments

### Q. EXECUTIVE SESSION

- 29. City Employee Health Insurance contract negotiations

### R. ADJOURNMENT

\*\*\*\*\* HALIBUT AND SABLEFISH INFO \*\*\*\*\*

**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.

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# Memorandum

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

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## **PART I – GENERAL INFORMATION**

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

### **18.35.010 - Purpose.**

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

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

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

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

## **PART II – BACKGROUND**

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

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

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

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

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

## **PART III – STAFF RECOMMENDATION**

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

## **PART IV – RECOMMENDED MOTION**

“I move to adopt Ordinance 1123”

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1123**

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

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

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

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

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

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

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

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

18.35.010 – Purpose

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

18.35.020 - Definition and designation of avalanche district.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 18.35.040 - Prohibited uses.

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

The following uses are prohibited in the:

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

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

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

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

#### 18.35.050 - Required permits.

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

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

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

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

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

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

1st reading: March 4, 2015

2nd reading and public hearing: April 15, 2015

**PASSED AND APPROVED THIS 15<sup>th</sup> DAY OF APRIL, 2015**

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

Attest:

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



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

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Sam,

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

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

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

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

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

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

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

Take Care, Brent

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

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

Hi all

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

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

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

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

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

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

Happy New Year Sam,

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

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

Erv

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

Hi Erv

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

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

Hope all is well with you and your family.

Sam

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

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

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

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

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

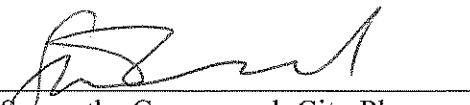
**WHEREAS**, the Planning Commission would like to recommend to City Council to accept the amendments to Chapter 18.35 Avalanche District.

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

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

  
John Greenwood, Co-Chair

ATTEST:

  
Samantha Greenwood, City Planner

**18.72.080 - Effective date.**

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

*(Prior code § 15.223 (G)).*

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1126**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AMENDING SECTION 3.12.035 OF THE CORDOVA MUNICIPAL CODE REGARDING  
MEETINGS - AGENDA AND 3.12.060 (C) MEETINGS – ORDER OF BUSINESS**

**WHEREAS**, 3.12.035 as written leaves room for individual interpretation which has led to confusion; and

**WHEREAS**, in recent discussions, Council, therefore, asked the City Clerk to prepare this ordinance to amend the language for clarity and to have the language coincide with the manner in which it has been practiced for many years; and

**WHEREAS**, while discussing amending 3.12.035, it was also raised that there was a provision in 3.12.060 that could perhaps be interpreted as anti to the Alaska Statute defining the Open Meetings Act; and

**WHEREAS**, Council determined that the controversial wording in 3.12.060 should be removed from City Code.

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

Section 1. Section 3.12.035 of the Cordova Municipal Code is hereby amended as follows:

**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.~~ **and all matters of business submitted by** ~~Two~~ members of the council, the mayor, or the manager, ~~may submit items to the clerk to be placed on the agenda,~~ **shall be to the City Clerk by no later than twelve noon on the Wednesday preceding the regular council meeting.** 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.

**3.12.060 - Meetings—Order of business.**

C. Approval of Regular Meeting Agenda. With no objection from council, items may be ~~added or~~ removed from the agenda by councilmembers, mayor, city manager or city clerk at the time of approval of regular meeting agenda. If a councilmember objects to

**[ADDED LANGUAGE BOLD AND UNDERLINED, REMOVED LANGUAGE STRICKEN OUT]**

the ~~addition or~~ removal of an item ~~to or~~ from the regular agenda, a vote shall be required for action to be taken.

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 15, 2015

2nd reading and public hearing: May 6, 2015

**PASSED AND APPROVED THIS 6<sup>th</sup> DAY OF MAY, 2015**

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

Attest:

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

**[ADDED LANGUAGE BOLD AND UNDERLINED, REMOVED LANGUAGE STRICKEN OUT]**

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

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DATE: April 1, 2015  
TO: Mayor and City Council  
SUBJECT: Resolution 04-15-20

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The attached resolution requests payment in lieu of taxes from the Department of Commerce, Community, and Economic Development for FY16.

These funds are provided by the federal government to the state annually for distribution of payment in lieu of taxes income to cities in the Unorganized Borough that have federally owned lands within their jurisdictions. The PILT funds serve as compensation for lost revenues due to the fact that federal lands cannot be developed, thus restricting economic development.

The formula is based on price per acre, and the actual payment is calculated within the census areas and then divided among the communities within the census area based on population as certified by the commissioner of DCCED during the state fiscal year immediately preceding the state fiscal year in which the distribution to the city is to be made. In our census area (Cordova, Whittier and Valdez) Cordova accounts for 34.89% of the population. The checks will be mailed in July and at this time we are uncertain as to the amount. In 2014 we received \$422,220.54 and in 2015 we budgeted revenue of \$375,364. State DCCED, CDRA sent the attached email describing a little more information.

Recommended Motion: Move to approve the consent Calendar.

Required Action: Majority roll call vote on the Consent Calendar.



**FY 15 PAYMENT IN LIEU OF TAXES  
FUNDING RESOLUTION**

**CITY OF CORDOVA, ALASKA  
RESOLUTION 04-15-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
REQUESTING FY 16 PAYMENT IN LIEU OF TAXES FUNDING FROM THE  
DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC  
DEVELOPMENT.**

**WHEREAS**, 3 AAC 152.100 requires the governing body of a city to adopt a resolution requesting funding from the Payment in Lieu of Taxes Program for cities in the unorganized borough and to submit the resolution to the Department of Commerce, Community, and Economic Development; and

**WHEREAS**, the City has conducted a regular election during the preceding state fiscal year and has reported the results of the election to the commissioner; and

**WHEREAS**, regular meetings of the governing body are held in the city and a record of the proceedings is maintained; and

**WHEREAS**, ordinances adopted by the city have been codified in accordance with AS 29.25.050.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, by this resolution hereby requests distribution from the FY 16 Payment in Lieu of Taxes Program by the Department of Commerce, Community, and Economic Development on the date required by law.

**PASSED AND APPROVED by a duly constituted quorum of the City Council  
this 15<sup>th</sup> day of April, 2015.**

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

ATTEST:

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

## Susan Bourgeois

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**From:** Lindoff, Danielle M (CED) <danielle.lindoff@alaska.gov>  
**Sent:** Wednesday, April 01, 2015 2:17 PM  
**To:** Susan Bourgeois  
**Subject:** RE: PILT resolution

**Importance:** High

Hello Susan,

I do not know a lot about PILT payments at this time. Here is what I do know....I do know that PILT will be received in 2 payments this year. One in June and the other after October 2015 (due to the funding sources of the program). Because the program was fully funded, I can only guess that the payments will be similar to last years' payment (received after July 2015). However I do not know the exact amount of payments and won't know until DOI releases them. We anticipate the announcement to be made by late May.

All PILT payments are available to municipalities in the unorganized borough after July 1 (the beginning of the new fiscal year). Required documents must be submitted in order to receive the payment (just like CRS). You will need the PILT resolution, your passed Budget and your Audit completed and submitted before payments can be made.

Based on the population data that was just released and supplied to all municipalities on January 15, 2015 via certified mail, the City of Cordova's percentage of population area for PILT payments will be 34.89%.

Hope this all helps!

Danielle Lindoff  
Local Government Specialist IV  
Community Aid and Accountability Section  
Department of Commerce, Community, and Economic Development  
Division of Community and Regional Affairs

907-465-4733- PHONE  
907-465-4761-FAX

PO Box 110809  
Juneau, AK 99811

**CITY COUNCIL REGULAR MEETING  
MARCH 18, 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 March 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, Robert Beedle, Josh Hallquist, Dave Reggiani** and **James Burton**. Council member **Kristin Carpenter** was absent. Also present were City Manager **Randy Robertson** and City Clerk **Susan Bourgeois**.

**D. APPROVAL OF REGULAR AGENDA**

**M/Joyce S/Bailer** to approve the Regular Agenda.

**Robertson** mentioned that there was no need for the executive session.

Vote on motion: 6 yeas, 0 nays, 1 absent (Carpenter). Motion was approved.

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

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

1. Guest Speaker – **Buck Adams** reported that last year there was a 2.95% net return to the City of Cordova. AMLIP, where the City used to have its money, returned .01%. The vast majority of the City's funds are invested in fixed income, bonds, which had a pretty good year. UBS holds about \$14.3 million on deposit for the City and the breakdown is: Permanent Fund received 3.39%, Central Treasury got 1.63%. Year to date for 2015 we are up about 1.26%; securities line of credit has been paid down to about \$1 million. The City's portfolio is about 65% bonds and cash and 21% stocks – which he is very pleased about the performance of. Overall since 2010 the City has netted just over \$2.2 million.

2. Audience comments regarding agenda items

**Bill Lindow** was present as a board member of Sheridan Alpine Association spoke to agenda item 21. He is familiar with the contract and he will be around to answer questions if necessary.

**John Greenwood** of 115 Jensen Drive said he was quite surprised when he saw the agenda tonight. Agenda item 9 he said was addressed at the Planning and Zoning Commission and their feeling at the time was that this lot needs to be zoned first so they voted not to put it in front of Council yet. Also items 16 & 17, P&Z had an in-depth conversation about CMC 18.39 and 18.48 and set a work session to talk more about them but he wonders why if they will be hashed out here tonight instead. He is, therefore, disappointed in seeing that on the agenda. He said he would like Council to pay attention to the boards and commissions out there – we do a lot of work and we put a lot of time into recommendations to Council – he urged them to pay attention to that. Also he mentioned item 20 he was of the opinion it needs to be zoned first and then it could be disposed of. He doesn't believe there is anyone on P&Z against development but there is a process that needs to be followed.

**John Harvill** of 701 Railroad Avenue commended Parks and Recreation for their work along with CAYAC – there has been a great deal of opportunities for our youth. He spoke to agenda item 14 – he wished that Planning and Zoning would try to work more with residents/businesses to get their projects done. He also spoke to items 18-20. He encouraged Council to sell property.

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

**Burton** said Harbor Commission met and reviewed the master plan – most of the conversation revolved around the work that needs to be done in the South Harbor.

**Joyce** recapped the HSB meeting that was before this Council meeting. They met with reps from Providence to discuss the future of the contract for hospital management. They will go back and do some more research and get some issues clarified and then we will meet again.

**Bailer** said Planning and Zoning met and there were quite a few items before Council tonight.

4. Student Council Representative was not present as it was spring break for students

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

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

5. Record excused absence of Council Member **Bradford** from the March 04, 2014 Regular Meeting

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

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

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

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

6. Mayor's Report – **Mayor Kacsh** said that at the previous Council meeting he said something along the lines of we're making it difficult for people to throw their trash away. He meant Council with policies, not staff.

7. Manager's Report – **Robertson** said it doesn't appear as though the April 4 off-site meeting will be happening so he handed out booklets that he made up for that as well as budget books for the 2 new Council members and he welcomed them.

a. Cordova Center update report – **Cathy Sherman** reported that April 11 in Anchorage is a huge Cordova Center event from 5 – 7 pm at the home of **Mead Treadwell**. Hoping for a good fundraising event which could bring in substantial funds from outside the community. A mail-out to residents will be happening shortly as well, also a penny fundraiser begun by school children in Cordova is ongoing and a quilt raffle – by the historical society. **Rich Rogers** had a report concerning construction activities of late. He commended them to look at **Weston Bennett's** weekly reports sent by email which are detailed with pictures, etc. **Sherman** and **Robertson** asked Council to weigh in on a cost-savings possibility that the contractors had approached them with just today. The concept was a switch to a different theater chair than was the chair that the projected had planned for. After discussion and information presented by **Sherman**, Council concurred that the initially spec'ed theater chair was the one they were interested in retaining in the design instead of the alternative.

**Hallquist** asked if there is an actual cost to complete the building. He also asked what would happen if we don't raise the \$750k that Rasmussen will match. **Hallquist** also asked who is designing the stairs. **Bennett** answered that MRV will design stairs. **Reggiani** said that the one page financial template would be helpful to get each packet along with the Cordova Center reports.

b. Finance Department report – **Bailer** said he would like to see a report on the next agenda regarding money spent on the civic center.

c. CCMC year end 2014 report

8. City Clerk's Report – **Bourgeois** reported that assessment notices have been mailed and appeals will be accepted until April 6 and then the BOE hearing will be on April 20 at 7pm.

#### **K. CORRESPONDENCE**

9. Letter from Daskalos in re interest in fill lot

10. Letter from Chamber of Commerce in re Iceworm

11. Letter from Robert Smith in re Garbage and Closed Fish Plants 03-10-15

12. Letter to Governor in re support for Hull appointment to NPFMC

13. Update letter from CAYAC youth sports group 03-11-15

**Mayor Kacsh** said to answer **Greenwood's** question regarding why item 9 is in the packet – it is because it is correspondence directed to the City Council and, therefore, it is included in a public packet.

**Beedle** said on the **Bob Smith** letter, he'd like to see the City work on this – combine with other agencies see if we could get other fisheries/economies started. He'd like to see that on a pending agenda. **Joyce** thought

we could see of Fisheries Advisory Committee could look at this. **Beedle** said if we go that route, then maybe the makeup of the Fisheries Advisory Committee should be looked at.

**Robertson** wanted to comment on the CAYAC letter. He mentioned that **Kellen Hawley** has done an outstanding job with our youth and he wanted to express that to Council and the public.

#### **L. ORDINANCES AND RESOLUTIONS**

**14.** Resolution 03-15-16 A resolution of the City Council of the City of Cordova, Alaska, approving the site plan of Roemhildt Holdings LLC to construct a 4,750 square foot commercial building on Lot 5, Block 2, South Fill Development Park

**M/Joyce S/Bailer** to approve Resolution 03-15-16 A resolution of the City Council of the City of Cordova, Alaska, approving the site plan of Roemhildt Holdings LLC to construct a 4,750 square foot commercial building on Lot 5, Block 2, South Fill Development Park.

**Joyce** opined that this was an interesting situation because he believes this developer intended something larger but we have codes that preclude him from doing so even though in the past we may have allowed these things of other builders. He believes that code changes may be warranted but at the same time he doesn't want to delay the **Roemhildt's** from their development. He waited to hear other opinions. **Bailer** said Planning Commission had no choice but they did make it clear to **Mr. Roemhildt** that they would try to work on the code. **Reggiani** said he wants **Roemhildt's** to build what they want to build – if there's code that needs to be changed, let's do it. After lengthy discussion, Council opted to go ahead with the approval for **Roemhildt**.

Vote on motion: 6 yeas, 0 nays, 1 absent (Carpenter).

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

**15.** Lot 13 Block 12 OT, discussion of land disposal

Council put this back on the agenda because they wanted the opinion of **Bill Howard** regarding whether or not he needed this to remain a snow dump. **Howard** said it is not a real issue, this lot could be disposed of by the City without major impact on plowing efforts in that area. Council was not required to take any action on this item as they had already acted to put this out for proposals – now they had heard from **Howard** as they had asked to and they did not change their decision.

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

**16.** Action item – Repeal CMC 18.39.090(a)

**M/Reggiani S/Bailer** to repeal Cordova municipal code 18.39.090 (a).

**Reggiani** said he wanted to be very clear on what this section does. It basically limits parking in the front yard to 50% and it holds back the other 50% for landscaping. So this seems like an easy one to clean up. **Reggiani** put this item on the agenda, Council was in agreement to bring this back as an ordinance. **Reggiani** was of the opinion that this could constitute a first reading and it could come before them next for second reading and final approval. The City Clerk was directed to get with the City Attorney to determine if that was the case or if not to bring this back in ordinance form.

Vote on motion: 6 yeas, 0 nays, 1 absent (Carpenter).

**17.** Discussion item regarding 18.48.060 – Off-street parking requirements

**Reggiani** opined that one centralized spot for this (referring to all the different zones) is not the best way to do this regarding parking. **Joyce** thought that the best approach is p.85 in the packet suggestion # 2. **Burton** and **Bailer** agreed with **Joyce**. After more lengthy discussion, Council opted to ask the Clerk to bring back a code change that reflects exactly that (i.e. # 2 on page 85 of the packet).

**18.** Action item – Designate as Available for Disposal – Lot 2, Block 7A Tidewater Development Park (Breakwater Fill Lot)

**M/Reggiani S/Burton** to designate Lot 2, Block 7A Tidewater Development Park as available for disposal on the land disposal maps.

After lengthy discussion, it was determined that this motion was unnecessary because this lot was already deemed available. The motion was withdrawn by the maker of the motion and agreed to by the second.

19. Action item – Designate as Waterfront Commercial Park District Zone Lot 2, Block 7A, Tidewater Development Park (Breakwater Fill Lot)

**M/Reggiani S/Bailer** to designate as Waterfront Commercial District Zone, Lot 2 Block 7A, Tidewater Development Park otherwise known as the breakwater Fill Lot.

**Reggiani** said there was a staff recommendation to zone it first before going out for proposals. **Bailer** thought we should leave it un-zoned and then zone it after we see the proposals. **Robertson** said he believes it could be zoned the same as any lot in the area that it shares a border with.

**M/Joyce S/Burton** to refer back to staff.

**Reggiani** agreed to refer – he said **Robertson** said it well, we have flexibility here. If we go out to RFPs, we focus on that it will be zoned as one of these 3 or 4 zoning classifications and it would focus the proposers.

**Greenwood** clarifies that it might be 3 or even 2 zones – that would be researched. **Joyce** said his idea behind referral was for Planning and Zoning to look at it after proposals are in.

Vote on motion to refer: 6 yeas, 0 nays, 1 absent (Carpenter).

20. Action item – Disposal of City Real Property – Lot 2, Block 7A Tidewater Development Park (Breakwater Fill Lot) by CMC 5.22.060(4) Request sealed proposals to lease or purchase the property

**M/Reggiani S/Bailer** to dispose of City Real Property, Lot 2, Block 7A Tidewater Development Park (Breakwater Fill Lot) by CMC 5.22.060(4) Request sealed proposals to lease or purchase the property

**Reggiani** said it appears as though the motion to recommend to City Council failed at the Planning and Zoning Commission level. **Reggiani** said that this is the best way to solicit proposals and he supports it. **Joyce** said he doesn't see the rush; let Planning and Zoning come to us with a recommendation as they should.

**M/Joyce S/Burton** to refer back to staff, let Planning Commission and Harbor Commission weigh in on this for recommendations to Council.

**Reggiani** said he's fine referring it to staff, he just doesn't want this hung up and slowed down.

Vote on motion to refer: 6 yeas, 0 nays, 1 absent (Carpenter).

21. Discussion item – ski hill contract and MOU

Council discussed this item and asked staff to bring a budget amendment to the next Council meeting to account for the insurance reimbursement for the Sheridan Alpine Association.

22. Council approval of contract with Church for Cordova Center Art

**M/Joyce S/Burton** to approve a contract with Darla Church, Cordova, for construction of art pieces for the Cordova Center Phase II performed pursuant to compensation in a not-to-exceed sum of \$39,000.

One percent for art is the program and \$18,000,000 is the number used, therefore, \$180,000 is the amount being spent on art.

Vote on motion: 6 yeas, 0 nays, 1 absent (Carpenter).

23. Council approval of contract with Lagergren for Cordova Center Art

**M/Joyce S/Hallquist** to approve a contract with Mark Lagergren dba Lagergren Metalworks, LLC, Worthington, OH, for construction of art pieces for the Cordova Center Phase II performed pursuant to compensation in a not-to-exceed sum of \$49,550.

**Bailer** was not happy because this was a non-local artist.

Vote on motion: 5 yeas, 1 nay (Bailer), 1 absent (Carpenter).

24. Council approval of contract with Ogle/McKittrick for Cordova Center Art

**M/Joyce S/Burton** to approve a contract with Susan Ogle and Tim McKittrick, Cordova and Anchorage, for construction of art pieces for the Cordova Center Phase II performed pursuant to compensation in a not-to-exceed sum of \$25,760.

Vote on motion to refer: 6 yeas, 0 nays, 1 absent (Carpenter).

25. Council election of Vice-Mayor

**Bailer** nominated **Reggiani** as Vice-Mayor. **Joyce** nominated **Burton** as Vice-Mayor.

**Joyce** said his idea was that **Reggiani** was terming out and it would be helpful for Council to have someone new break in to that role.

Joyce – voted **Burton**; Beedle – voted **Burton**; Hallquist – voted **Burton**; Bailer – voted **Reggiani**; Burton – voted **Reggiani**; and Reggiani – voted **Burton**. Votes were **Burton – 4; Reggiani – 2**.

Therefore, **Council Member James Burton** was duly elected by the City Council as Vice-Mayor.

**Reggiani** agreed with **Joyce** and said to **Burton** that it is a great opportunity to get some experience.

**26. Pending Agenda, Calendar, Elected & Appointed Officials lists**

**Mayor Kacsh** mentioned next agenda we'll have a discussion of the noon Wednesday deadline for agenda items to the Clerk. **Joyce** said **Sundby** needs to assist Council as the go-between in setting the next date for a meeting with the Council and Providence. **Mayor Kacsh** also asked for information and a discussion item in the next packet regarding the disposal of the Library Museum Building. **Joyce** asked about the April 4 off-site meeting that the Manager and staff have been planning for. There were enough Council members unable to attend and the Saturday session was canceled. There was interest in planning that for a couple of week nights instead. The City Clerk was asked to poll Council this next week for some dates. **Joyce** saw the value in this meeting especially with the City Attorney planning to come down and give advice/training on Council roles/responsibilities, etc. **Bailer** commented that he hasn't seen details on this meeting, the idea of sitting around with department heads for a day doesn't thrill him.

## **O. AUDIENCE PARTICIPATION**

**Donald Kurz** said that tomorrow at 940 am, the Cordova boys play in the State Tournament for basketball – you can listen to KLAM or watch at the NFHSnetwork.com.

## **P. COUNCIL COMMENTS**

**27. Council Comments**

**Reggiani** asked Randy if the official zoning map could be put on the City's website as he's had that request from a couple of people.

**Burton** said as far as the financial stuff we looked at tonight – he expressed gratitude to UBS investments for the work they are doing with the City's money and how it has performed. Also, as far as Cordova Center he spotted \$171K in savings and he appreciates that too – pretty important stuff as far as challenges we'll be facing.

**Hallquist** said happy to be here – he said he already responded to all of Council on an email which is something he wasn't supposed to do but he'll learn. At the harbor this weekend, there were some open holes with high voltage lines exposed and he wants that addressed so no one gets hurt.

**Bailer** thanked UBS as well. He's disappointed that Ski Club is here asking for money because he remembers how excited Council was when they renegotiated the cell contract because they knew how much it would help ski hill out. As tight as things are – they might have seen their way to stepping up and carrying their own load.

**Beedle** thanked people for their votes – he's excited to be here.

**Joyce** thanked Josh & Robert and thanked ASLN and KLAM.

## **Q. EXECUTIVE SESSION**

~~**28. Union Contract negotiations update**~~ – this item was not needed at this time

## **R. ADJOURNMENT**

**M/Bailer S/Joyce** to adjourn. Hearing no objections the meeting was adjourned at 10:55 pm.

Approved: April 15, 2015

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



8 April 2015

## Cordova Center Progress Update

### SCHEDULE

- Currently Drywall, tape, mud, paint, continued rough-ins
- 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 8Apr: 158 days / 249 days = 63% time spent ~\$4.8M / \$10M = 48% money spent
- Pay Request #4 (Feb) being reviewed \$803,294.20
- Pay Request #5 (March) expected this week estimated at \$1,200,000
- Yet to invoice for windows, cabinetry, lights, railings, elevator
- Submittals are current. 151 RFIs are current.
- Watch List: flashing, 4" DI sanitary line, crew size, elevator mods, diffuser mods, steel delivery, civil site design

### CAPITAL CAMPAIGN

<b>Total Cash Received in 2014 &amp; 2015</b>	<b>\$ 197,070</b>
Individuals (140+)	\$92,109
Businesses and Corporations (16)	\$88,550
Non-Profits/groups (7)	\$13,411
Total Pledges to Receive by 9/30/2015	\$30,450
Total in-kind donations	\$22,500
<b>TOTAL Pledges, Cash &amp; in-kind Donations 2014 &amp; 2015</b>	<b>\$250,110</b>

as of April 7, 2015

- Anchorage Cordova Center Event – April 10, 2015 at the Home of Mead Teadwell
- Penny Drive Sponsored by Denise Olsen underway
- Local Mail-Out Donor and Pledge Drive – Week of April 13, 2015

### CORDOVA CENTER COMMITTEE

- Design Review Summary – Discussing Signage
- Review of proposals for Donor Art recognition
- Review of Draft rental fees for facility spaces

---- 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	<b>TOTAL expenses to date</b>	<b>\$18,961,732</b>	
Alaska Legislative appropriation	\$10,525,000	2004, 2009, 2011, 2014, 2015			
Governor's Capital Budget	\$1,000,000	received 2005			
City of Cordova land purchase	\$365,000	2005, 2009	#5 Expenses - Phase II Remaining		
City of Cordova appropriation	\$1,500,000	received 2005	Phase II Construction	\$7,542,277	
City of Cordova match to EDA grant	\$85,000	2002 awarded	Design Team Consultation: Phase II	\$315,000	Reduced from \$355,493
Local events and individuals	\$24,112	through 2009	CoC Administration	\$75,000	Reduced from \$100,649
Capital Campaign 2014 to date	\$197,070	3.20.2015	Professional Services	\$10,000	Reduced from \$44,038
<b>TOTAL income through 2015</b>	<b>\$23,684,282</b>		Contingency 7% of construction costs	\$699,809	
			1% for Art	\$110,000	Reduced from \$235,000
#2 Funds - Secured and Pending			Furniture, Fixtures & Equipment	\$350,000	
Secured Remaining			<b>TOTAL Expenses Phase II</b>	<b>\$9,102,086</b>	
EVOS Trustee Council	\$721,120				
DCCED FY 15 Appropriation	\$1,609,700				
Capital Campaign To Date	\$197,070				
<b>Total Secured Remaining</b>	<b>\$2,527,890</b>		SUMMARY		
Pending			Est. Expenses for Phase II construction	\$7,542,277	
Municipal Bond	\$3,000,000	Passed 3.3.15	Est. Expenses for other items (listed above)	\$1,559,809	
Lynden	\$20,000	In-Kind Freight	<b>Total Expenses</b>	<b>\$9,102,086</b>	
EVOS Trustee Council	\$1,500,000	awarded for construction	<b>Income now available for Phase II expenses</b>	<b>\$7,828,430</b>	
Rasmuson Foundation	\$750,000	Top Off Grant/Must match	<b>Income Anticipated</b>	<b>\$1,102,930</b>	
Capital Campaign Pledges	\$30,540	To Be Received by 9/2015	<b>Final balance required</b>	<b>\$170,726</b>	
<b>Total Pending</b>	<b>\$5,300,540</b>		<b>Total Revenues</b>	<b>\$8,931,360</b>	
<b>Total Income Secured &amp; Pending</b>	<b>\$7,828,430</b>				
#3 Funds - Anticipated Sources					
Foundations	\$0				
Capital Campaign	\$602,930				
EDA	\$500,000				
<b>TOTAL</b>	<b>\$1,102,930</b>				



## Cordova Center Project Addendum to Financial Summary

### Update April 8, 2015

- Difference between June 2014 Phase I expenses and December 2014 are reflected differently because June 2014 included all REA and Window costs; December 2014 did not. The March 25, 2015 is the accurate audited financial total.

### Funds – Secured and Pending

- **EVOS Trustee Council:** Remainder of original \$7 million.
- **DCCED FY15 Appropriation:** Remainder of FY15 \$4 million.
- **Municipal Bond:** City's request being reviewed by AMBB on April 9<sup>th</sup>. 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 the 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.
- **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.

MEMO, City of Cordova

To: Mayor and City Council

Through: Randy E. Robertson, City Manager

From: Jon K. Stavig, Finance Director

Date: 08 April 2015

RE: Finance Department Report

Following are the traditional two page financial fund summary reports for year-to-date ended 31 March 2015.

The first page is a fund summary for the general fund only. The second page includes all funds including enterprise funds. I have excluded Fund 426, the Cordova Center Fund, and instead included a separate report to show all revenues/expenditures through March 31, 2015 for Fund 426, the Cordova Center Fund, as it distorts the two page summary report.

The City’s account balances as of 08 April 2015 are as follows;

Combined Central Treasury Accounts	\$8,658,973.24
(FNBA & UBS balances)	
Combined Permanent Fund Accounts	\$10,427,166.72
(UBS balances)	
Balance Cordova Center LOC	\$1,013,220.41

All to report from the Finance Dept.

Respectfully submitted,

Jon K Stavig

CITY OF CORDOVA  
FUND SUMMARY  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES	538,870.40	538,870.40	5,922,864.00	5,383,993.60	9.1
LICENSES & PERMITS	640.00	640.00	15,600.00	14,960.00	4.1
OTHER GOVERNMENTAL	5,933.92	5,933.92	3,052,733.75	3,046,799.83	.2
LEASES & RENTS	60,961.31	60,961.31	195,900.00	134,938.69	31.1
LAW ENFORCEMENT	75,138.65	75,138.65	352,030.00	276,891.35	21.3
D. M. V.	28,630.56	28,630.56	99,600.00	70,969.44	28.8
PLANNING DEPARTMENT REVENUE	1,495.75	1,495.75	18,500.00	17,004.25	8.1
RECREATION DEPT REVENUE	12,166.00	12,166.00	86,150.00	73,984.00	14.1
POOL REVENUE	6,167.00	6,167.00	29,200.00	23,033.00	21.1
SALE OF PROPERTY	772.00	772.00	12,000.00	11,228.00	6.4
INTERFUND TRANSFERS IN	403,010.95	403,010.95	772,043.75	369,032.80	52.2
OTHER REVENUE	84,589.30	84,589.30	144,430.38	59,841.08	58.6
STATE DEBT SERVICE REIMBURSME	658,752.00	658,752.00	956,723.00	297,971.00	68.9
	1,877,127.84	1,877,127.84	11,657,774.88	9,780,647.04	16.1
<u>EXPENDITURES</u>					
CITY COUNCIL	1,178.63	1,178.63	18,450.00	17,271.37	6.4
CITY CLERK	62,949.29	62,949.29	271,771.00	208,821.71	23.2
CITY MAYOR	50.00	50.00	2,900.00	2,850.00	1.7
CITY MANAGER	83,620.68	83,620.68	385,768.00	302,147.32	21.7
FINANCE	95,086.19	95,086.19	446,333.00	351,246.81	21.3
PLANNING DEPARTMENT EXPENSE	53,306.57	53,306.57	263,763.00	210,456.43	20.2
PLANNING COMMISSION	55.91	55.91	5,500.00	5,444.09	1.0
DEPARTMENT OF MOTOR VEHICLE	20,727.54	20,727.54	89,197.00	68,469.46	23.2
LAW ENFORCEMENT	232,260.79	232,260.79	1,131,732.00	899,471.21	20.5
JAIL OPERATIONS	65,949.40	65,949.40	282,355.00	216,405.60	23.4
FIRE & EMS	92,368.94	92,368.94	382,959.00	290,590.06	24.1
DISASTER MANAGEMENT DEPT.	496.00	496.00	12,440.00	11,944.00	4.0
INFORMATION SERVICES	172,712.35	172,712.35	931,880.00	759,167.65	18.5
FACILITY UTILITIES	41,491.88	41,491.88	176,950.00	135,458.12	23.5
PW ADMINISTRATION	40,153.84	40,153.84	187,446.00	147,292.16	21.4
FACILITY MAINTENANCE	59,881.90	59,881.90	270,779.00	210,897.10	22.1
STREET MAINTENANCE	161,451.06	161,451.06	736,728.00	575,276.94	21.9
SNOW REMOVAL	9,337.72	9,337.72	93,530.00	84,192.28	10.0
EQUIPMENT MAINTENANCE	85,775.37	85,775.37	400,023.00	314,247.63	21.4
PARKS MAINTENANCE	17,654.49	17,654.49	114,323.00	96,668.51	15.4
CEMETERY MAINTENANCE DEPT.	.00	.00	51,091.00	51,091.00	.0
RECREATION - BIDARKI	92,702.80	92,702.80	443,573.00	350,870.20	20.9
POOL	61,431.97	61,431.97	286,169.00	224,737.03	21.5
SKI HILL	16,099.51	16,099.51	74,250.00	58,150.49	21.7
NON-DEPARTMENTAL	60,978.71	60,978.71	334,012.52	273,033.81	18.3
LONG TERM DEBT SERVICE	7,800.00	7,800.00	1,630,349.00	1,622,549.00	.5
INTERFUND TRANSFERS OUT	117,840.38	117,840.38	367,840.38	250,000.00	32.0
TRANSFERS TO OTHER ENTITIES	559,880.54	559,880.54	2,265,662.98	1,705,782.44	24.7
	2,213,242.46	2,213,242.46	11,657,774.88	9,444,532.42	19.0
	( 336,114.62)	( 336,114.62)	.00	336,114.62	.0

CITY OF CORDOVA  
FUND SUMMARY  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
101 GENERAL FUND	1,877,127.84	1,877,127.84	11,657,774.88	9,780,647.04	16.1
104 CITY PERMANENT FUND	43,506.32	43,506.32	465,184.00	421,677.68	9.4
203 FIRE DEPT. VEHICLE ACQUISITION	5,642.15	5,642.15	60,000.00	54,357.85	9.4
401 GENERAL PROJ & GRANT ADMN	122,840.36	122,840.36	601,178.52	478,338.16	20.4
435 HOSPITAL REPAIR PROJECT	53,859.13	53,859.13	55,835.35	1,976.22	96.5
502 HARBOR ENTERPRISE FUND	66,516.45	66,516.45	1,263,769.00	1,197,252.55	5.3
503 SEWER ENTERPRISE FUND	170,658.50	170,658.50	788,207.82	617,549.32	21.7
504 WATER ENTERPRISE FUND	116,612.70	116,612.70	813,971.04	697,358.34	14.3
505 REFUSE ENTERPRISE FUND	201,122.28	201,122.28	1,075,663.63	874,541.35	18.7
506 ODIK CAMP PARK	561.00	561.00	63,122.00	62,561.00	.9
605 SOLID WASTE PROJECTS	.00	.00	90,000.00	90,000.00	.0
702 HARBOR FUND DEP'N RESERVE	150,000.00	150,000.00	.00	( 150,000.00)	.0
703 SEWER FUND DEP'N RESERVE	100,000.00	100,000.00	.00	( 100,000.00)	.0
704 WATER FUND DEP'N RESERVE	50,000.00	50,000.00	.00	( 50,000.00)	.0
705 REFUSE FUND DEP'N RESERVE FUN	50,000.00	50,000.00	.00	( 50,000.00)	.0
805 LANDFILL FUND	50,000.00	50,000.00	50,000.00	.00	100.0
	<u>3,058,446.73</u>	<u>3,058,446.73</u>	<u>16,984,706.24</u>	<u>13,926,259.51</u>	<u>18.0</u>
<u>EXPENDITURES</u>					
101 GENERAL FUND	2,213,242.46	2,213,242.46	11,657,774.88	9,444,532.42	19.0
104 CITY PERMANENT FUND	280,000.00	280,000.00	280,000.00	.00	100.0
203 FIRE DEPT. VEHICLE ACQUISITION	673.66	673.66	7,500.00	6,826.34	9.0
205 VEHICLE REMOVAL/IMPOUND FUND	4,124.03	4,124.03	20,101.00	15,976.97	20.5
401 GENERAL PROJ & GRANT ADMN	52,594.09	52,594.09	601,178.52	548,584.43	8.8
435 HOSPITAL REPAIR PROJECT	19,256.00	19,256.00	55,835.35	36,579.35	34.5
502 HARBOR ENTERPRISE FUND	454,189.75	454,189.75	1,239,945.00	785,755.25	36.6
503 SEWER ENTERPRISE FUND	272,679.50	272,679.50	786,142.82	513,463.32	34.7
504 WATER ENTERPRISE FUND	281,044.05	281,044.05	811,905.54	530,861.49	34.6
505 REFUSE ENTERPRISE FUND	292,175.62	292,175.62	1,073,663.63	781,488.01	27.2
506 ODIK CAMP PARK	12,142.91	12,142.91	56,539.00	44,396.09	21.5
605 SOLID WASTE PROJECTS	.00	.00	90,000.00	90,000.00	.0
	<u>3,882,122.07</u>	<u>3,882,122.07</u>	<u>16,680,585.74</u>	<u>12,798,463.67</u>	<u>23.3</u>
	<u>( 823,675.34)</u>	<u>( 823,675.34)</u>	<u>304,120.50</u>	<u>1,127,795.84</u>	<u>(270.8)</u>

CITY OF CORDOVA  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

CORDOVA CENTER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>REVENUE</u>					
426-300-42210	MISC DONATIONS	6,000.00	6,000.00	.00	( 6,000.00)	.0
	TOTAL REVENUE	6,000.00	6,000.00	.00	( 6,000.00)	.0
	<u>GRANT REVENUE</u>					
426-310-42480	DCCED 14-DC-043	914,948.12	914,948.12	.00	( 914,948.12)	.0
426-310-42490	DCCED 15-DC-040	1,640,295.82	1,640,295.82	.00	( 1,640,295.82)	.0
426-310-45480	EVOSTC - FED GRANT	1,272,376.68	1,272,376.68	.00	( 1,272,376.68)	.0
	TOTAL GRANT REVENUE	3,827,620.62	3,827,620.62	.00	( 3,827,620.62)	.0
	TOTAL FUND REVENUE	3,833,620.62	3,833,620.62	.00	( 3,833,620.62)	.0

CITY OF CORDOVA  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2015

CORDOVA CENTER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PHSE I - FROM CITY MONEY</u>					
426-401-52185	CORDOVA CENTER REA	30,030.98	30,030.98	.00	( 30,030.98)	.0
426-401-70130	CONSTRUCTION	102,000.00	102,000.00	.00	( 102,000.00)	.0
	TOTAL PHSE I - FROM CITY MONEY	132,030.98	132,030.98	.00	( 132,030.98)	.0
	<u>PHSE II - FROM CITY MONEY</u>					
426-402-70110	ADMINISTRATION	2,241.58	2,241.58	.00	( 2,241.58)	.0
426-402-70180	PROFESSIONAL SERVICES	13,137.00	13,137.00	.00	( 13,137.00)	.0
	TOTAL PHSE II - FROM CITY MONEY	15,378.58	15,378.58	.00	( 15,378.58)	.0
	<u>PHSE II - DCCED 15-DC-040</u>					
426-473-70130	CONSTRUCTION	1,195,679.45	1,195,679.45	.00	( 1,195,679.45)	.0
	TOTAL PHSE II - DCCED 15-DC-040	1,195,679.45	1,195,679.45	.00	( 1,195,679.45)	.0
	<u>PHSE II - EVOSTC</u>					
426-482-70130	CONSTRUCTION	585,122.40	585,122.40	.00	( 585,122.40)	.0
	TOTAL PHSE II - EVOSTC	585,122.40	585,122.40	.00	( 585,122.40)	.0
	TOTAL FUND EXPENDITURES	1,928,211.41	1,928,211.41	.00	( 1,928,211.41)	.0
	NET REVENUE OVER EXPENDITURES	1,905,409.21	1,905,409.21	.00	( 1,905,409.21)	.0

To: *Mayor and City Council*

Through *City Manager Randy Robertson*

Subject: **2015 1st Quarter Report from the Cordova Public Library**

Date: April 1, 2015

From: *Miriam Dunbar, Library Director, Cordova Public Library*

During January through March 2015:

- Visitation: 4220
  - Interlibrary Loans: 66
  - Internet Use: 873 sessions
  - Materials Added: 153 (Includes McNaughton)
  - Circulation: 2740
  - Listen Alaska: 304 checkouts
  - Wifi Use: 613 sessions
  - Materials Deleted: 153
- 
- **Staff** continued weeding, thinning some Non-Fiction (500's). Due to the cost of postage, Better World Books will no longer accept books from CPL.
  - **After School Art** is continuing every Friday with professional artist Paula Payne.
  - **A Variety of Board Games** are being led by Anna Hernandez on Thursdays after school.
  - **Story time for Little Ones** continues to be popular for our young children. Usually 20 to 25 children and adults attend during the winter months. We have added a second session for Everyday Explorers.
  - **Outreach to Senior Citizens** is continuing with positive results. Library materials are being brought to ten CCMC residents to enjoy each week. One resident is even getting interlibrary loaned books.
  - **Solar Reflection Quilt Raffle** was held January 1 through February 8. The beautiful quilt was won by Lynne Steen, the Fabric Salmon Bag was won by Wendy Ranney, and the Cordova Library Book Bag went to Katherine Mead. \$1300 was raised that will be put toward library furnishings in the Cordova Center.
  - **4 Different Educational Bingo Games** are being led by Mandy Toong or Jill Graves from Wells Fargo every Wednesday after school.
  - **Black History Month** was celebrated in February with posters, bulletin board information, and a book display.
  - **OWL Videoconference about Elizabeth Peratrovich**, Alaskan civil rights leader, was held on February 17. The film "For the Rights of All: Ending Jim Crow in Alaska" was shown.
  - **The Big Read** is featuring *Call of the Wild* by Jack London. We were given 50 copies to distribute to patrons, and most have been taken. Discussion of the book was on March 5, and Lindsay Butter brought her sled dogs to the library on March 6.
  - **High Speed Internet** contract was awarded to CTC. Cost will be \$2103 per month, with the federal e-rate program paying \$1758 per month, and the OWL program also paying a portion. This new contract is slated to increase our download speed from 3Mb/s to 10Mb/s, which will make internet transactions much faster for our patrons and staff.
  - **Harry Potter Family Fun Night** was held on March 11. 52 children and parents were sorted into houses, made Hogwarts crafts, played Quiditch with balloons and hula hoops, ate Hogwarts food, and received Harry Potter jelly beans. Five volunteers dressed as characters from the books and helped with the activities, and many participants were also in costume.
  - **Library Board** met on March 9, 2015. Next meeting is set for June 8, 2015.



## Monthly Cordova Public Library Report for March 2015

### March 2014

- Visitation: 1535
- Circulation: 841
- Internet Use: 416 sessions
- Wifi Use: 220 sessions
- ListenAlaska: 95
- Story Time: 87
- Games: 303

### March 2015

- Visitation: 1366
- Circulation: 895
- Internet Use: 330 sessions
- Wifi Use: 224 sessions
- ListenAlaska: 106
- Story time: 126
- Games: 119

Circulation, Wifi, ListenAlaska, Story Time all increased from last March. The Story Time bump is due to the regular session seeing about 25 participants each week, and also “Everyday Explorers” bringing 8-10 children every Friday. Visitation, Internet use, and Games decreased from March 2014. The Internet drop was probably due to our new policy that users must be 13 years old. The Visitation and Games decrease happened because we removed the “Minecraft” game, and close the regular game computers at 6 pm.



Solar Reflection Quilt Raffle brought in \$1300 for furniture for the new library. Each Wednesday a volunteer from Wells Fargo leads educational bingo. The children loved meeting the Alaskan huskies who came to visit. Harry Potter Family Fun Night turned the library into Hogwarts for both wizards and muggles.



## MEMORANDUM

TO: CITY COUNCIL, Through  
CITY MANAGER

FROM: Jason Gabrielson, Librarian Technology Leader

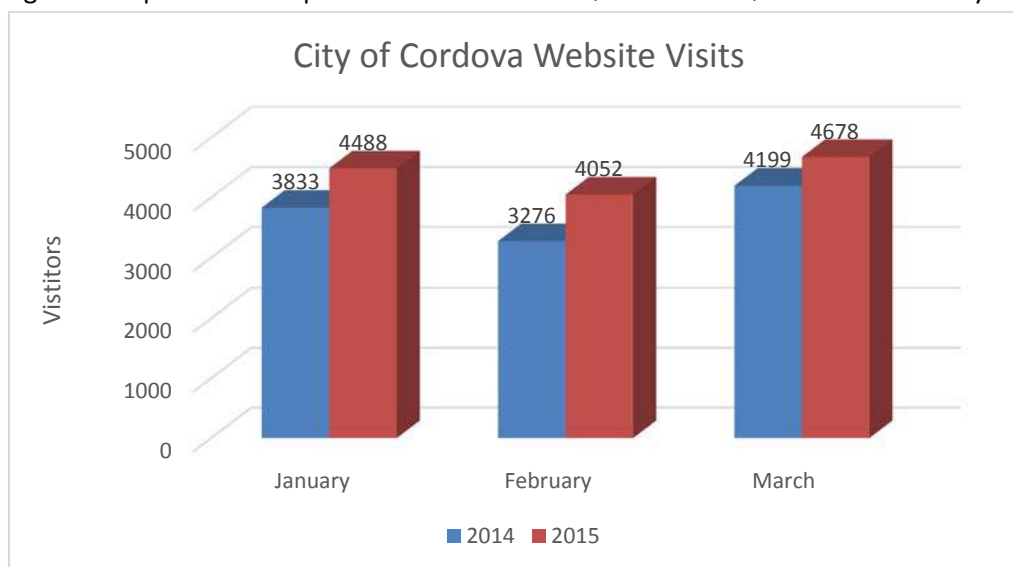
DATE: April 1, 2015

SUBJECT: Q1 2015 Department Report

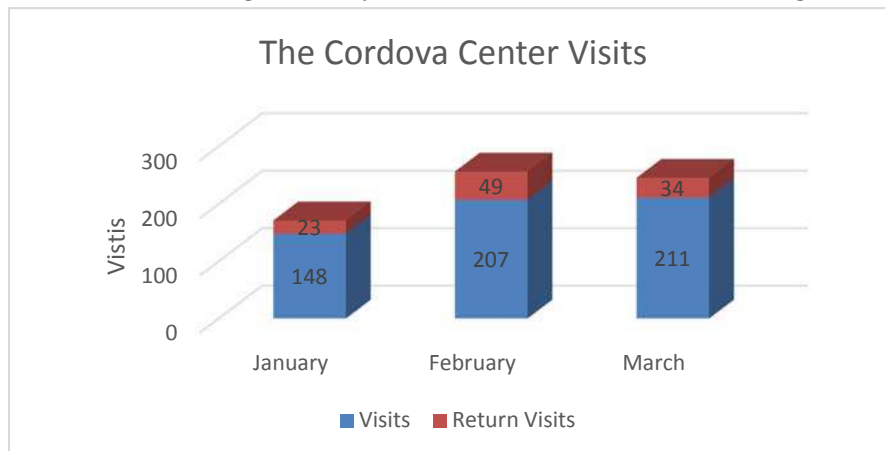
This memo summarizes activities and accomplishments of the Information Services Department (Information Technology) during the first quarter of 2015.

### Web Site Traffic

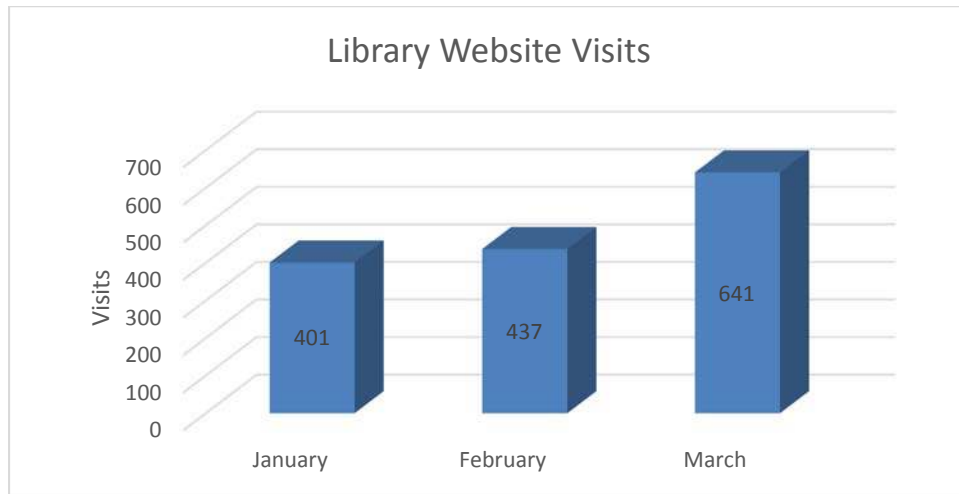
The following chart depicts the comparison between 2014 Q1 and 2015 Q1 web traffic to cityofcordova.net.



The following chart depicts visitors to thecordovacenter.org.



The following chart depicts visitors to cordovalibrary.org.



The following chart depicts visitors to cordovamuseum.org.



The following additions/enhancements were made on the City's websites during the period:

- A translator was added to cityofcordova.net
- A notification bar was added to cityofcordova.net to display urgent alerts.

#### IT (Network and Systems)

- In February we tested a network tool (Barracuda Web Filter) and found it to be useful, but not cost effective. We returned the product within the trial period thus incurring no charges.
- We have initiated our 2015 workstation refresh as planned to replace systems no longer under warranty.
- We purchased the domain cordova2015.org and we've begun its design and structure.
- I've set up a test site to reconfigure thecordovacenter.org to transition from fundraising to event information and booking.
- We have met with Arctic IT to examine possible scenarios for Alaska Shield 2016.

Cordova City Council members,

The Gulf of Alaska Integrated Ecosystem Research Project is an \$18 million research study on five commercially important fish species in the Gulf of Alaska. 41 scientists are looking at a whole host of environmental factors that may influence the health of these fish. The four year study is taking a multi discipline approach to the entire Gulf of Alaska looking at ocean chemistry, winds, currents, marine geology, tiny animals, predators, birds and habitat to figure out how changes in the environment may influence these fisheries.

Here are four videos about the project, work that is happening in and around the Gulf of Alaska. We thought you'd be interested in the research going on your part of the ocean!

[https://www.youtube.com/watch?x-yt-cl=85114404&feature=player\\_embedded&x-yt-ts=1422579428&v=-PzaUeSM3EE](https://www.youtube.com/watch?x-yt-cl=85114404&feature=player_embedded&x-yt-ts=1422579428&v=-PzaUeSM3EE) ( Science at Sea)

<http://youtu.be/GKRiRT6UBgl> (Nearshore and Groundfish)

<http://youtu.be/TQxocUyoVmk> (GOAIERP)

<http://youtu.be/LfC6b4rCm14> ( Seabirds and Groundfish)

--

Lisa Busch  
Executive Director  
Sitka Sound Science Center  
834 Lincoln Street  
Sitka, Alaska 99835  
907 747 8878 ext 5  
[www.sitkascience.org](http://www.sitkascience.org)  
[www.encountersnorth.org](http://www.encountersnorth.org)



William Scott Pegau

110 Mount Eccles Estates

30 March 30, 2015

Dear City Council,

I am sorry I am not able to make your meeting scheduled on April 1<sup>st</sup> in person. I wish to address ordinance 1125. I would like you to withdraw, rescind, or take whatever action is necessary to stop this ordinance from going into effect.

This ordinance aims to alter the city code related to parking. This has not been presented to the Planning and Zoning commission (P&Z) for their input, it sets up a situation where the parking requirements are at the whim of the P&Z, and it is totally unnecessary. The variance processes allows for changes in the parking requirements while ensuring notification of the neighboring area. By having parking requirements in code and using the variance process all surrounding properties and businesses know what future development should look like and provides them notification if there is an impending decision that is different than provided in code. Ordinance 1125 makes the parking requirement arbitrary so that businesses will have no idea of the potential impact of new development will have on the area they are in.

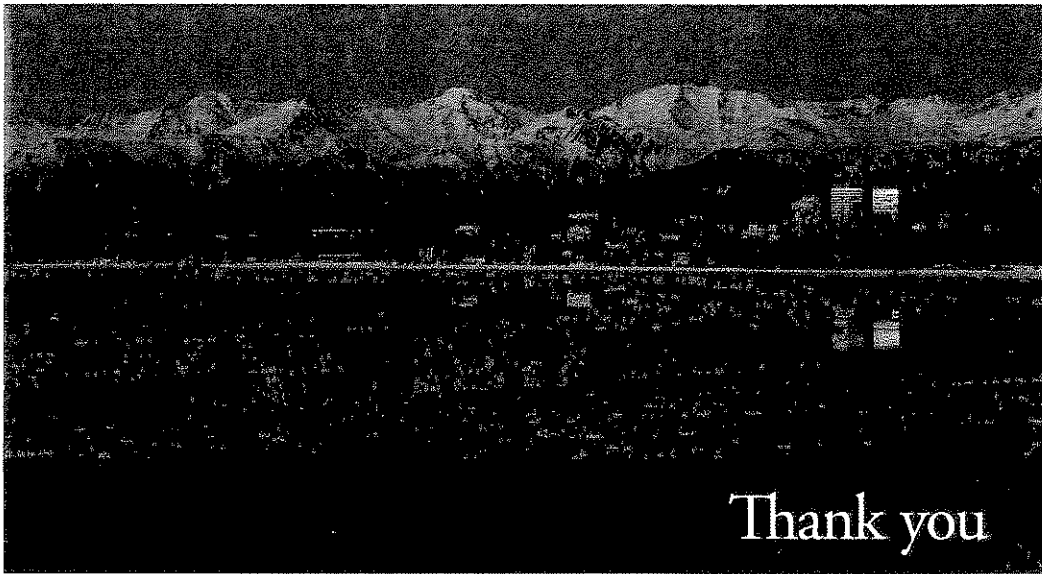
It is disappointing that the Council would choose to not seek input from the P&Z commission in revision of the code that P&Z is to enforce. Please respect the time and efforts of P&Z and allow them to weigh in on matters like this.

This code is unnecessary and will lead to confusion and bad feelings by allowing parking requirements to be made on a case-by-case basis. Please do whatever is necessary to prevent this ordinance from moving forward.

Thank you.

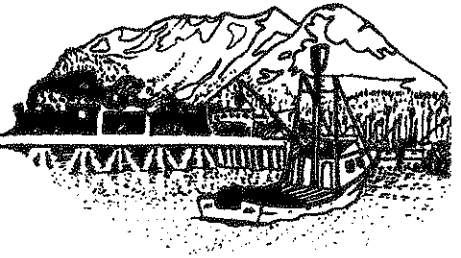
A handwritten signature in dark ink, appearing to read 'W. Scott Pegau', with a stylized, flowing script.

W. Scott Pegau



March, 2015  
Dear Randy,  
Thank you so much for spending  
the time with Sean & I during  
our recent visit to Cordova. Your  
engagement & dedication to the  
community are evident, they are  
fortunate to have you! Much  
appreciation for the Cordova medallion!  
Sincerely, Cindy Gough

# CITY OF CORDOVA



Senator Gary Stevens  
State Capitol Room 429  
Juneau, Alaska 99801

6 April 2015

Representative Louise Stutes  
State Capitol Room 416  
Juneau, Alaska 99811-1182

Subject: Proposed Education Funding Reduction

Dear Senator Stevens and Representative Stutes:

This letter is to voice our strong concerns with and opposition to proposed additional cuts to educational funding contemplated by the 2015 Alaska State Legislature. We are troubled by discussions regarding reductions to the Base Student Allocation and targeted cuts to one time resources allocated in last year's session. The Cordova School District drafted and built a budget of close to \$103k in 2016 and over \$63k in 2017 from the one time funding authorizations but under the current legislative proposals there's now a strong indication those funds may be totally eliminated.

You know the Cordova School System is the jewel of our community and we have historically funded the School District to the fullest capability. However, with cuts to jail operations, revenue sharing and nearly \$700k that appears to be lost or reduced in Timber receipts, we are dismayed with the prospects of more cuts to the foundation of our community and Alaska . . . education.

This year's often repeated expression merits repetition, we can't cut our way out of this situation. The unified sentiment from Cordova is to please not make further reductions to our schools and encourage your colleagues to do the same.

Sincerely,

Jim Kacsh  
Mayor

James Burton  
Councilor

Kristin Carpenter  
Councilor

David Reggiani  
Councilor

Josh Hallquist  
Councilor

Tim Joyce  
Councilor



Hi Randy,

Thanks for your email and your thoughtful comments on education funding. As you may know, a conference committee of 3 senators and 3 representatives will be working on differences between the two versions of the budget. While we likely will not know until the very end of session what the final budget will be, I expect a compromise to be reached between the House and Senate budgets.

Please keep in touch.

Best regards,  
Gary

**From:** Randy Robertson [<mailto:citymanager@cityofcordova.net>]  
**Sent:** Monday, April 06, 2015 12:47 PM  
**To:** Sen. Gary Stevens; Rep. Louise Stutes  
**Cc:** Rich Carlson; Barbara Jewell; Susan Bourgeois  
**Subject:** Letter from the Cordova City Council

Senator Stevens and Representative Stutes:

Attached please find a letter from the Cordova City Council regarding proposed financial cuts to education funding. A hard copy will follow.

Respectfully,

Randy Robertson

City Manager

## **MEMORANDUM**

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

**FROM: HOLLY C. WELLS**

**RE: CHAPTER 5.22 CODE UPDATE**

**CLIENT: CITY OF CORDOVA**

**FILE NO.: 401777.238**

**DATE: APRIL 8, 2015**

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This memorandum provides a more detailed discussion of the revisions proposed to Chapter 5.22 entitled "Disposal of City Property." Ordinance No. 1127 repeals Chapter 5.22 in its entirety and reenacts Chapter 5.22 with substantial changes. The repeal and reenactment method was used due, in large part, to the substantial changes made to Chapter 5.22 and readability of the proposed provisions. As a result, this memorandum provides a summary of the more substantive revisions included in the Ordinance.

Generally, the major substantive changes to Chapter 5.22 will: (1) update the City's land disposal code to reflect the current process interested parties use to initiate purchases or leases of city property; (2) require a deposit for all bids or proposals submitted to the City for a property purchase or lease; and (3) allow the City to charge three times the fair market value for property purchased to address an encroachment on City property or a violation of Title 18. In addition, the revisions provide for a deposit of up to 10 percent of a property's value to ensure that the City's administrative costs are covered when negotiating a sale or lease.

Specifically, the substantive revisions predominately include the following:

- 1) CMC 5.22.040 was revised to eliminate the application process for acquiring an interest in City property and replace it with a more flexible and discretionary "letter of interest" process. The letter of interest process still requires an explanation of the proposed project. Additionally, this section was amended to eliminate the restrictions upon when the City Manager may refer a "letter of interest" to the City Planner. The letter of interest process also clarifies that the City Manager has discretion to respond to or ignore letters of interest in the acquisition of City property but if the City Manager refers a letter of interest to the City Planner, the review process specified in CMC 5.22 will be triggered. This safeguard

ensures that valuable administrative resources are not wasted on unwarranted requests. While the revisions to CMC 5.22.040 provide the City Manager greater discretion in the initial review of a letter of interest, we recommend that the City administration adopt a policy outlining the basic criteria that must be met before a letter of interest will be accepted (for example, see CMC 5.22.040(C)(provides minimum requirements that must be met before an application for property interest acquisition will be considered).

- 2) New CMC 5.22.050: A new section was added to provide a separate letter of interest process for school buildings to clarify the process for the school buildings. The City Council is still required to approve or deny disposal of the interest at issue.
- 3) CMC 5.22.060: CMC 5.22050 entitled “Disposal for Fair Market Value” was removed and its provisions incorporated into CMC 5.22.060. Although, generally the disposal process remains primarily the same, the Code now expressly permits disposal of property for *more* than fair market value without limitation. Previously, disposal was required to be equal to fair market value, except under certain specified conditions. Additionally, CMC 5.22.050(B), which required that an option to purchase be offered on certain leases, has been revised to remove that requirement. While the Council may still impose and the City Manager may negotiate an option to purchase for fair market value on a lease of City property, it is no longer required.
- 4) CMC 5.22.100: This section was revised to include a deposit of no more than 10% of the minimum purchase price noted in the bid or proposal or some other amount set by the City so long as that amount is identified in the invitation to bid, request for proposal, or auction notification. Although this section provides the City with a pool of funds to complete the sale of the interest at issue, the remaining deposit is applied to the purchase/lease price of the property interest upon completion of the sale or lease. If negotiations are not completed due to acts, conduct or omissions by or relating to the buyer, the deposit will be retained by the City.
- 5) CMC 5.22.110 entitled “Valuation-Consideration” requires the City to charge three times fair market value for disposals necessitated by the need to abate the encroachment of a structure on City property and/or a violation of Title 18 of the Code.

Although there are other small revisions throughout Chapter 5.22 that make a redline ordinance difficult to read and review, the above referenced revisions are the more substantive.

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1127**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AMENDING CORDOVA MUNICIPAL CODE TO REPEAL AND REENACT CHAPTER 5.22-  
DISPOSAL OF CITY REAL PROPERTY TO PERMIT THE SALE OF CITY PROPERTY FOR  
MORE THAN FAIR MARKET VALUE, INSTITUTE A LETTER OF INTEREST PROCESS  
FOR ACQUISITION OF CITY REAL PROPERTY, REQUIRE A HEIGHTENED SALE PRICE  
WHEN CITY PROPERTY IS SOLD TO REMEDY A VIOLATION OF TITLE 18 OF THE  
CODE, AND TO GENERALLY UPDATE CHAPTER 5.22 OF THE CITY OF CORDOVA  
MUNICIPAL CODE TO PROVIDE GREATER FLEXIBILITY IN THE DISPOSAL OF CITY  
PROPERTY**

**WHEREAS**, the City of Cordova (“City”) adopted 5.22 in 2007 in order to clarify and create a public process for land disposal; and

**WHEREAS**, it is in the City’s best interest to simplify the land purchase proposal process and incentivize proposals from the public; and

**WHEREAS**, the City receives substantial economic benefit from having transparent and flexible land disposal options; and

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

Section 1. Cordova Municipal Code Chapter 5.22 is repealed and reenacted as follows:

Chapter 5.22 – DISPOSAL OF REAL PROPERTY

5.22.010 - Disposal authority.

5.22.020 - Documentation of conveyance.

5.22.040 – Letter of interest to lease or purchase.

5.22.050 - Letter of interest to lease or purchase school building property.

5.22.060 - Methods of disposal.

5.22.070 - Disposal for less than fair market value.

5.22.090 - Disposal by lease.

5.22.100 - Deposit–Disposal costs.

5.22.110 - Valuation–Consideration.

5.22.120 - Effect of city actions.

5.22.010 - Disposal authority.

Except where state statute, the Charter or this code establishes a specific mandatory procedure for disposing of city real property, the city may dispose of city real property by resolution of the council.

5.22.020 - Documentation of conveyance.

Every document conveying an interest in city real property under this chapter shall include the terms that are required by this chapter and any additional terms that the council or city manager requires,

and shall be executed by the city manager, attested by the clerk, and approved as to form by the city attorney.

5.22.040 – Letter of interest to lease or purchase.

- A. A person may submit a letter of interest to the city raising an interest in the purchase or lease of city property. Except as otherwise provided in this chapter, a letter of interest shall be submitted to the city manager and must include the following information:
  - 1. The name of the interested party and any other names under which the party does business;
  - 2. The interested party's mailing address and the address of the interested party's registered office in the state, if applicable;
  - 3. The use or purpose for which the interested party proposes to lease or purchase the property, and any additional information required by the city manager, school board, city planner or the planning commission.
- B. The city manager may refer a letter of interest from a qualified interested party to the city planner. If the city planner finds that the real property is available for lease or purchase, the city planner shall schedule the letter of interest for review by the planning commission.
- C. The planning commission shall review the letter of interest and recommend to the city council whether to offer the real property interest for disposal by one of the methods as described in Section 5.22.060 (B).
- D. The city council shall review the letter of interest and the planning commission's recommendation, and determine, in the city council's sole discretion, whether to offer the real property interest for disposal by one of the methods as described in Section 5.22.060 (B).

5.22.050 - Letter of interest to lease or purchase school building property.

- A. A letter of interest to lease or purchase an interest in a school building shall be submitted directly to the school board and shall include all the information required in Section 5.22.040.
- B. Upon receipt of a letter of interest, the school board shall have authority to draft a resolution recommending action on the letter of interest and including recommended terms and conditions for any sale or lease of city owned real property with a school located on it.
- C. The city council shall review the letter of interest and school board's recommendation, and determine, in the city council's sole discretion, whether to offer the real property interest for disposal by one of the methods described in Section 5.22.060 (B).

5.22.060 - Methods of disposal.

- A. Except as this chapter provides otherwise, all disposals of interests in city real property shall be for no less than fair market value. The city may accept in exchange for an interest in city real property any consideration of sufficient value not prohibited by law.
- B. In approving a disposal of an interest in city real property, the city council shall select the method by which the city manager will conduct the disposal from among the following:

1. Negotiate an agreement with the party who submitted a letter of interest to lease or purchase the property;
  2. Invite sealed bids to lease or purchase the property;
  3. Offer the property for lease or purchase at public auction;
  4. Request sealed proposals to lease or purchase the property.
- C. If the city elects to dispose of an interest in city real property under one of the competitive methods described in subsections B.2. through B.4. of this section, notice of the disposal shall be published in the manner which the city manager deems most likely to inform the public of the proposed disposal for a period of at least thirty days. At a minimum, the notice shall describe the interest in city real property to be disposed of, the method of disposal, and the time and place for submitting bids or proposals.
- D. An invitation for bids to lease or purchase city real property shall specify any minimum price requirement and any required terms.
- E. A request for proposals to lease or purchase city real property shall specify the criteria upon which proposals will be evaluated and the minimum rent or purchase price. All proposals submitted in response to a request for proposals shall be reviewed by the planning commission, which shall make a recommendation to the city council to accept or decline any or all of the proposals. The city council shall review the proposals and the planning commission's recommendation and accept or decline any of the proposals.

5.22.070 - Disposal for less than fair market value.

- A. The city may dispose of an interest in city real property for less than fair market value to the United States, the state of Alaska or any political subdivision thereof, or a nonprofit or tribal corporation or association, upon a finding by the council that the disposal will allow the use of the real property for a purpose beneficial to the city.
- B. The city may lease city real property for less than fair market value where a commercial or industrial facility or use will be established and maintained on a continuous, year-round basis under the lease, if the council finds each of the following:
1. The reduction in rent below fair market value substantially increases the likelihood that the facility or use will be located in Cordova; and
  2. The operation of the facility or use in Cordova will confer an economic benefit on the city and no equivalent benefit could be obtained by leasing the real property at its fair market value.
- C. The city shall publish notice of a proposed disposal of an interest in city real property for less than fair market value at least one week before the date on which the council will consider the agreement for the disposal. At a minimum, the notice shall describe the real property, summarize the terms on which it may be disposed of, identify the proposed lessee or purchaser, and state the date and time of the meeting at which the council will consider the proposal.

5.22.090 - Disposal by lease.

In addition to the other requirements in this chapter, a lease of city real property shall conform to the following requirements:

- A. The lease may not be assigned without the approval of the city, which may be granted at the sole discretion of the city council.
- B. The term of the lease may not exceed thirty years, including renewals, unless the city council approves a longer term upon finding that the longer term will be beneficial to the city or the citizens of Cordova in light of the purpose of the lease, the use of the premises and the nature of any improvements to be constructed thereon.
- C. A lease having a term longer than two years shall be subject to a rental adjustment at intervals no less frequent than every two years, but no such adjustment shall cause a reduction in the rent under the lease.
- D. A lease may grant the lessee one or more options to renew, provided that:
  - 1. The term, including all available renewal terms, does not exceed the term permitted under subsection B of this section; and
  - 2. Upon each renewal, the lease shall be subject to all provisions of this code in effect at the time of the renewal.
- E. The lease shall reserve to the city the right to designate or grant rights-of-way or utility easements across the leased premises without compensation; provided, that the lessee shall be compensated for any resulting, taking or destruction of improvements owned by the lessee, and provided further that the rent shall be adjusted to reflect any resulting reduction in the fair market value of the leased premises.
- F. The lessee's performance under a lease shall be secured in the manner that the city council may require, including without limitation, a security deposit, surety bond or guaranty.
- G. Unless the council provides otherwise in authorizing the lease, the lessee shall pay rent to the city on an annual basis, in advance, with payments due upon commencement of the term and on each anniversary thereof during the term.
- H. The lease shall provide for payment of interest or a late fee for rent past due, and provide for recovery by the city of attorneys' fees and costs to the maximum extent allowed by law in the event the city is required to enforce the lease in court, and such additional provisions pertaining to defaults and remedies as the city manager may determine to be in the city's interest.
- I. A lease of space within a city school building shall provide that payments received for rent shall be made payable to the school district and assigned to a special revenue fund designated by the city council in consultation with the school board.

5.22.100 - Deposit—Disposal costs.

- A. When disposal of an interest in city real property is by the method in Section 5.22.060B.1, the interested party shall deposit the sum of one thousand dollars, and shall deposit such additional sums as the city manager may from time to time require to cover ongoing expenses incurred by the city in connection with the transaction, including without limitation staff time, appraisal costs, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees. The interested party shall reimburse the city in full at or before the closing of a sale or exchange, or the execution by the city of the lease or other document conveying the property interest, for all fees and costs the city incurred to third-parties in the transaction. Any unexpended deposit shall be applied to this reimbursement obligation. If

negotiations with the interested party are terminated by either the city or the interested party and the disposal is not executed the city will keep the deposit to cover expenses incurred by the city in connection with the negotiation. The city will refund any unexpended part of the deposit to the interested party no later than ten days after consummation or termination of the transaction.

- B. Proposals and bids submitted to the city for disposal of city real property under Section 5.22.060.B.2 or 5.22.060.B.4 shall include a deposit less than or equal to ten percent of the minimum purchase price to cover costs associated with the disposal process. The amount of the required deposit shall be indicated in the bidding or proposal documents. The deposit will be put toward the fees and costs the city incurs, including without limitation city staff time, appraisal costs, attorney's fees and costs, and platting fees. In the event that the city notifies an interested party that its proposal or bid has been selected and the interested party subsequently withdraws its proposal or bid, the city will retain the interested party's entire deposit. The city will refund in full an interested party's deposit if the interested party's proposal or bid is not selected by the city or the city withdraws the invitation or request for proposal after selection. Any unexpended portion of a winning bidder's deposit shall be applied toward the property's purchase price or rental rate.

#### 5.22.110 - Valuation—Consideration.

Prior to the disposal of any interest in city real property, the city will determine the fair market value of the interest by using a qualified appraisal, tax assessment values, comparable property values or any other method the city determines, in its sole discretion, calculates the fair market value of the interest.

- A. Where the disposal is by lease at fair market value, the minimum annual rent shall be the fair market value as determined by the city.
- B. Where the disposal is by sale or other disposition at fair market value, the minimum purchase price shall be the fair market value of the city's interest.
- C. Where the disposal is to accommodate a structure that encroaches on city property or fails to conform to code requirements in Title 18, the purchase price of the property shall be three times the property's fair market value, which value is determined by the city according to this section.
- D. Where the disposal is for less than fair market value, the city council will determine the rent, purchase price or other consideration owed to the city for the property interest.

#### 5.22.120 - Effect of city actions.

No action or inaction by the city council, city manager or any other officer, agent or employee of the city relating to or in furtherance of the development, preparation for disposal or disposal of city real property or any interest therein shall be deemed to constitute an express or implied representation or warranty that such real property, or any interest therein, is 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 AS 9.65.070, or any amendment thereto.



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 15, 2015  
2nd reading and public hearing: May 6, 2015

**PASSED AND APPROVED THIS 6<sup>th</sup> DAY OF MAY, 2015**

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

ATTEST:

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

DRAFT

# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 4/8/2015  
**Re:** Lot 2, Block 7, North Fill Development Park (Mobile Grid Lot)

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## **PART I – GENERAL INFORMATION**

Requested Actions: Lease with option to purchase contract approval for Lot 2, Block 7, North Fill Development Park (Mobile Grid Lot)  
Applicant: Mobile Grid  
Address: Lot 2, Block 7, North Fill Development Park (Mobile Grid Lot)  
Zoning: Water Front Industrial

## **PART II – 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

**4/1/2015** -- At the City Council Regular Meeting concurrence was given on the terms of the lease with option to purchase contract.

At this time the lease with option contract is in front of council for approval.

### **PART III – STAFF RECOMMENDATION**

Staff recommends approval of the ordinance 1128.

### **PART IV– SUGGESTED MOTION**

“I move to adopt Ordinance 1128.”

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1128**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY YEAR LEASE  
AGREEMENT WITH MOBILE GRID TRAILERS, INC., WHICH INCLUDES AN OPTION  
TO PURCHASE, FOR LOT 2, BLOCK 7, PLAT 86-6 LOCATED WITHIN THE CORDOVA  
RECORDING DISTRICT IN THE NORTH FILL DEVELOPMENT PARK**

**WHEREAS**, it is in the City of Cordova's best interest to lease Lot 2, Block 7 in the North Fill Development Park ("Property") to Mobile Grid Trailers, Inc. for the uses specified in the lease agreement; between the City of Cordova, Alaska ("City") and Mobile Grid Trailers, Inc. attached to this ordinance as Exhibit A ("Lease");

**WHEREAS**, it is also in the City's best interest to offer an option to purchase to Mobile Grid Trailers, Inc. upon the terms provided in the Lease.

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

Section 1. The City Manager is authorized and directed to lease the Property to Mobile Grid Trailers, Inc. in accordance with the terms in the Lease as attached as Exhibit A to this ordinance. The form and content of the Lease now before this meeting is in all respects authorized, approved and confirmed by this ordinance, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease reflecting the terms in the Lease on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease as executed.

Section 2. The disposal of the property interest authorized by this ordinance is subject to the requirements of City Charter Section 5-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

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

1st reading: April 15, 2015

2nd reading and public hearing: May 6, 2015

**PASSED AND APPROVED THIS 6<sup>th</sup> DAY OF MAY, 2015**

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

Attest:

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

**CITY OF CORDOVA  
Cordova, Alaska**

**LEASE WITH OPTION TO PURCHASE**

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

**3. The Lease Term will be thirty (30) years, commencing on \_\_\_\_\_, 2015, ("Commencement Date") and terminating at 11:59 p.m. on \_\_\_\_\_, 2045, unless earlier terminated in accordance with the terms of this Lease. RENT**

A. Base Rent. The annual rent for the first ten (10) years of the Lease Term will be Six Thousand Seven Hundred Dollars (\$6,700.00) or twelve (12) monthly installments of Five Hundred Sixty-Two Dollars (\$562.00) ("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.

B. Additional Charges. In addition to the Base Rent, Lessee shall pay 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, but not limited to, 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"). All Additional Charges shall be paid directly and timely by Lessee.

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 ten (10) days' written notice to Lessee. If the City pays Additional Charges, Lessee shall pay the City for the Additional Charges paid by the City, any additional costs incurred by the City associated with its payment of the Additional Charges, and 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 and shall constitute an Additional Charge under this Lease. 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 attached to this Lease as Exhibit B. The Premises shall be used 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.

B. 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 reckless acts of the City or its authorized representatives or agents.

C. 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 laws and regulations applicable to Hazardous Material or land use in general, including, but not limited to, any and all laws, regulations or policies of the Alaska Department of Environmental Conservation and the Environmental Protection Agency. 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.

D. 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. Any proposed material change to the Site Development Plan by Lessee will constitute 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. Lessee shall ensure the Site Development Plan complies with all federal, state, and local laws, requirements and regulations.

B. Substantial Completion. Lessee must substantially complete construction of the project set forth in the Site Development Plan by \_\_\_\_\_, 2025, which is ten (10) years after the 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 materialman's liens, sales tax liens under Cordova Municipal Code 5.40.125, or property tax liens under Cordova Municipal Code 5.36.260. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.



## 10. INDEMNIFICATION

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

B. Environmental Indemnification. The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Premises by Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to: (i) the presence, disposal, release, or threatened release of any such Hazardous Material on or from the Premises, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement

reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Lessee or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives.

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

## **11. INSURANCE**

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

A. Commercial General Liability. Commercial general liability insurance covering 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 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 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 bankruptcy or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing, or other initial event;

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

vi. The abandonment or vacation of the Premises continues for a period of three (3) months in any consecutive four (4) month period during the Lease Term, except that 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 federal, state or local laws or regulations applicable to Lessee's use or occupancy of the Premises ; 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 recklessness 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 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, full reasonable attorneys' fees, costs, 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 proportionate to their interests in the Premises and 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, full reasonable attorneys' fees and full 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 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 to Lessee 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. 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. Upon receipt of an offer for the sale, disposition, conveyance, or transfer from a third party (the "Purchase Offer") that Lessee intends to accept but for the City's right of first refusal, 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 shall 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 governed by and construed in accordance with the laws of the State of Alaska and the City of Cordova, Alaska, 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. This Lease shall be recorded by Lessee.

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 reasonable attorneys' fees, full costs, and all reasonable 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

DRAFT

Exhibit B  
Site Development Plan

CITY OF CORDOVA



**SEALED PROPOSAL FORM**

**All proposals must be received by the Planning Department by December 1<sup>st</sup>, 2014 at 10 AM.**

Property: Lot 2, Block 7, North Fill Development Park. See attached map.

Name of Proposer: \_\_\_\_\_Richard and Osa Schultz\_\_\_\_\_

Name of Organization: \_dba: Mobile Grid Trailers, Inc.

Address: PO Box 1291 - 109 Council Ave. - Cordova, AK 99574

Phone #: 907-253-5269 Osa's cell, 907-253-3146 Ric's cell

Email: [AdoreAlaska@gmail.com](mailto:AdoreAlaska@gmail.com)

**Note: All submitted proposals for this property will be reviewed by the Planning Commission using the attached criteria. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.**

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

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

The fair market value for Lot 2, Block 7, North Fill Development Park is **\$65,000.00**. The fair market value has been determined by a qualified licensed appraiser and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, that shall be the amount paid for the property.

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

**Proposed Price \$**67,500

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

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

**MOBILE GRID TRAILERS, INC.**

Owners/Operators: Richard and Osa Schultz  
PO Box 1291  
Cordova, AK 99574

Mobile Grid Trailers began doing business in 1985 providing boat trailering services and building trailers for the Cordova fishing fleet. Within a few years we began providing repair and towing services to the general Cordova public as well. In 1989 we moved into a unit at Bayside Storage. In April of 2000, we rented Lot 2 of Block 7 from the City of Cordova for staging our trailers and equipment. It has always been our intent to purchase this property, however, it has only recently become practical for us to transition our operations into a structure on the property.

Our current operations include:

- Trailering Boats for Repairs by owner or to local shops
- Boat Blocking for Seasonal Layup or Hull Repairs
- Boat and Utility Trailer Manufacturing, Sales and Repairs
- Wheel Bearing Repair and Trailer tire Mounting
- Retail Sales of Trailer Axles, Tires, Rims and Suspension Parts
- Loading/Offloading vehicles, equipment and boats on/off ferry
- Automotive Recovery and Towing
- Automotive Disposal preparation
- Equipment Rental – Trailers, Scaffolding, Blocking
- Equipment Moving – nets, engines, etc.
- Light Salvage – Repurposing of usable metal, trailer and auto parts
- Equipment Storage



### Current Business Activity and Revenues

Our active Customer List totals 344 - being clients we have provided services for or sold products to in the last 4 years. Some customers we helped once, others multiple times. Invoices for boat tows usually include a Pull & Launch and often sales invoices include a combination of services - boat tows as well as trailer repairs & parts.

This chart shows a relative breakdown of our different activities tabulated from those invoices.

YEAR	Boat/Trailer Tows	Truck or Car Tows	Repairs	Parts
2011	138	16	18	20
2012	139	29	27	27
2013	122	35	28	33
2014	132	24	23	26

Our current operations have generated these revenues and the resulting Sales Taxes over the last 4 years.

YEAR	SERVICES	PARTS	TRAILERS	TOTAL SALES	SALES TAX
2011	45,240	3,925	0	\$49,265	\$2,595
2012	38,591	9,909	2,000	\$50,500	\$2,666
2013	39,665	6,471	5,825	\$51,961	\$2,358
2014	53,850	7,931	0	\$61,781	\$2,674

Over the 14 years that we have leased this city lot it has been essential for the operation of our business. It provides space for staging and storage of our trailer fleet and equipment. We reduced the size of our trailer fleet over the last 6 years as more fishermen purchased their own trailers. We rented this extra space, approximately 1/3 of the total area, to our customers for storage of their boats, trailers, and equipment. This fall we turned away those customers in preparation for this project.



As the Cordova fleet has increased their ownership of boat trailers, the South Fill has become less available for parking and repairs. In response the City has made useful improvements to the trailer staging area on the North Fill. We have increasingly used the North Ramp since the addition of the floating dock, and even more this last season with water & electricity available in that area. With our current shop location at Bayside Storage and our equipment staged on the adjacent lot, Mobile Grid has been perfectly located to provide services at both ramps. This proximity has allowed us to support the City's intent to increase usage of the North Ramp.

Presently, we are the only commercial marine service business located on the North Fill.

### **Proposed Building – Size, Use, and Value**

Our plan is to construct a warehouse 62' x 70' with a square footage of 4,340. It would be divided into 2 large bays and a group of rental lockers – 4 @ 300 sq. ft. and 2 @ 180 sq. ft. Mobile Grid will utilize about 1600 sq. ft. of the warehouse leaving 2740 sq. ft. of its 1<sup>st</sup> floor available for lease. The rental income at \$1 per sq. ft. would average \$2,700/ month and generate an additional \$1973 per year in sales tax.

We are also looking to have it engineered to eventually add a second floor loft that could be made available for net storage and gear hanging. As commercial fishers for over 30 years, we know that there is great demand for indoor space for these uses.

We have been communicating with R & M Steel Co. to review warehouse package options. There are a reputable company that has provided engineered building packages for construction in Cordova for decades; they are very familiar with the snow and wind requirements of our area.

We estimate the improvements to the property for this development to be valued at approximately \$275,000. The substantial increase in the property taxes on the lot would generate additional revenues for the city.

### **Proposed Timeline**

We have already begun to reduce the amount of superfluous equipment and materials on the lot; multiple vehicles and a boat damaged by the 2012 snow fall, and items previously being kept for salvage or recycle opportunities, have been consolidated or disposed of. We will continue this process throughout the winter as weather allows.

### **Spring 2015**

We presently have financing available and are prepared to purchase the property in the amount of \$67,500, plus the required fees as per city code, within 90 days of the City presenting us a sale contract.

Once we are the titled property owners, we will commence the development process, applying for the required permits and preparing the lot for the laying out of a structure. The lot requires a substantial amount of fill to bring it up to a buildable grade, and it will require reasonable amount of time to be worked and settled.

### Summer 2015

Once our building plans have been approved, installation of utilities and site preparation will follow as crews are available and weather permits.

While we will be commercial fishing as well as continuing to operate our other businesses at this time, we will make every effort to move the project forward and keep the property in a productive mode.

Ideally, we would like to start construction by the end of the summer, however, with many unknowns and multiple factors influencing the schedule, it is possible that phase will not happen until Spring of 2016.

### **Benefits to the Community**

Presently, our company provides important services to the marine industry as well as to the general public by offering towing of boats, trucks, cars, and equipment. Cordova's rugged environment takes its toll on axles and tires, keeping them in repair is critical for their safe operation. We deal with many failed trailers during the season and get them back to work for their owners.

This location also makes it easy for us to support the Harbor Dept. in encouraging boat owners to use the North Ramp facility, reducing the trailer traffic around the City Harbor ramp.

The approval of this project will allow our business to grow and offer more products to our customers. Once our company sets up business in the new warehouse we expect to be able to hire an additional employee to increase our hours of operation, our shop productivity, and retail sales.

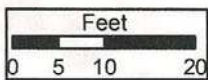
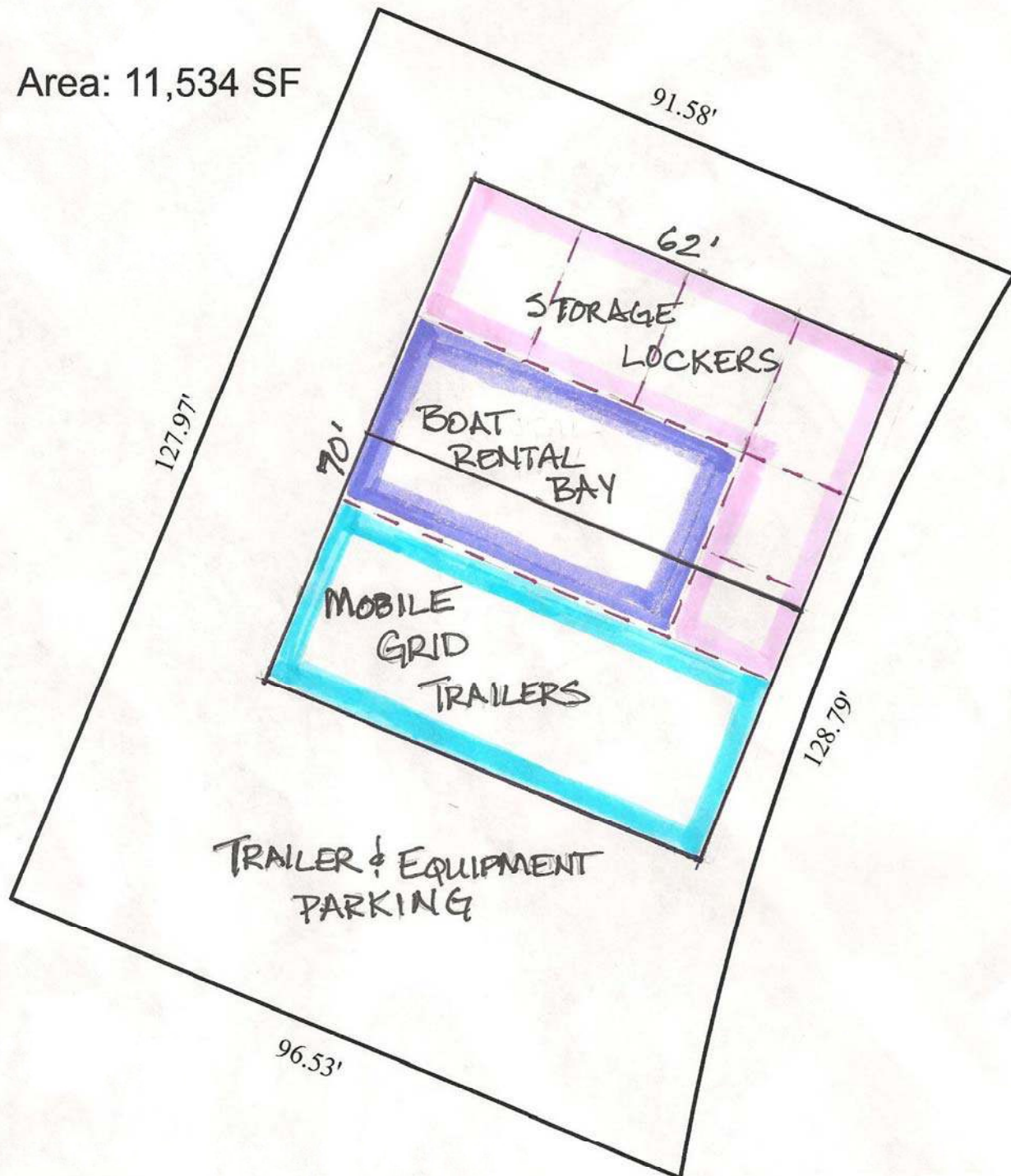
The North Fill was originally created for precisely this type of development. Lot 2 of Block 7 is an **essential** component to the future of our business. There is virtually no alternative property in the area to relocate to – losing it would force us to liquidate the majority of our equipment and assets. This would gravely reduce the services we can provide to our customers, undermine our ability to meet our overhead costs, and could ultimately result in the closure of our business.

We respectfully request your careful consideration of our proposal. Please advise us of all scheduled meeting dates that we could be available to comment on our behalf and we invite you to contact us with any questions regarding this proposal.

Thank you,

Richard & Osa Schultz  
Mobile Grid Trailers, Inc.

Area: 11,534 SF



# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 4/8/15  
**Re:** Land Disposal of the Breakwater Fill Lot

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## **PART I – GENERAL INFORMATION**

Requested Actions: Determine Disposal Method  
Legal Description: Portions of Lot 1 & 2, Block 7A, Tidewater Development Park and a portion of  
ATS 220; see location map  
Zoning: Unzoned  
Lot Area: See location map; as shown area is 60,329 sq. ft.  
Attachments: Location Map  
Letter of Interest

## **PART II – BACKGROUND**

Prior to 3/4/2015 this lot had been tied up in a negotiation between the City and the Prince William Sound Science Center (PWSSC). Negotiations ended and the lot became available for disposal. During negotiations, the City Council determined that the amount to be disposed would include all of the fill and rip rap to the toe of the slope as shown in the location map. The location map is an accurate depiction of the future lot prepared by a surveyor. As stated in the special conditions, the actual platting of the lot would occur in the disposal process.

**3/2/15** – The City received a letter of interest from George and Carrie Daskalos (see attached).

**3/10/15** – At the Planning Commission Regular Meeting, the commission had a discussion on a zoning change for the Breakwater Fill Lot. There was concurrence from the commission that they would move forward with zoning the property Waterfront Commercial Park District at the next Regular Meeting.

The commission also had the disposal method for the Breakwater Fill Lot on the agenda. From the approved minutes:

*M/McGann S/Pegau* to recommend to the City Council to dispose of Lot 2, Block 7A, Tidewater Development Park, commonly known as the “Breakwater Fill Lot” by requesting sealed proposals to lease or purchase the property with the special conditions contained in the staff report.

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

Yea: *Bailer, Frohnappfel*

Nay: *Greenwood, McGann, Pegau, Baenen*

Absent: *Roemhildt*

Later in the meeting, the following motion was made to reconsider the above motion:

*M/Bailer S/Baenen* to reconsider the vote on Lot 2, Block 7, Tidewater Development Park, commonly known as the “Breakwater Fill Lot.”

Upon voice vote, motion **failed** 3-3.  
Yea: **Bailer, Baenen, Frohnapfel**  
Nay: **Greenwood, McGann, Pegau**  
Absent: **Roemhildt**

**3/18/15** – At the City Council Regular Meeting, Council Members Reggiani and Bailer requested that three action items be placed on the agenda concerning the Breakwater Fill Lot. Below is a summary of each action item with the outcome from the council meeting:

- **Action item – Designate as Available for Disposal – Lot 2, Block 7A, Tidewater Development Park (Breakwater Fill Lot)**

The motion to make the lot available was withdrawn due to the fact that the lot was already available.

- **Action item – Designate as Waterfront Commercial Park District Zone – Lot2, Block 7A, Tidewater Development Park (Breakwater Fill Lot)**

The motion was referred back to staff so it could go back to the Planning Commission with the council's recommendation not to zone the lot prior to disposal. Council also recommended that the RFP include the Waterfront Commercial Park District and the Waterfront Industrial District as potential zoning districts for the lot. The City's attorney verified that this is not considered spot zoning and the disposal process can move forward in this manner.

- **Action item – Disposal of City Real Property – Lot 2, Block 7A, Tidewater Development Park (Breakwater Fill Lot) by CMC 5.22.060(4) – Request sealed proposals to lease or purchase the property**

The motion was referred back to staff with the recommendation from City Council to the Planning Commission to recommend moving forward with proposals with the lot being unzoned.

**3/31/15** – At the Planning Commission Special Meeting, the commission made the following motion and amendment:

**M/McGann S/Bailer** to recommend to City Council to dispose of the Breakwater Fill lot as an unzoned lot by requesting sealed proposals to lease or purchase the property with the special conditions contained in the staff report.

**M/Bailer S/Baenen** to amend the motion to add a special condition that uses will meet the Waterfront Commercial Park or Waterfront Industrial District requirements.

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

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

Upon voice vote, main motion **passed** 6-1.

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

Nay: **Pegau**

In accordance with the Cordova Municipal Code, the City Council will direct the City Manager how to dispose of the property.

### **PART III – APPLICABLE CRITERIA**

#### **5.22.040 DISPOSAL OF CITY REAL PROPERTY – Application to lease or purchase.**

*E. The planning commission shall review the application, and recommend to the city council whether the city should accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.*

#### **5.22.060 DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.**

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

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

### **PART IV – SPECIAL CONDITIONS**

1. Survey and replat of property will occur during disposal process.
2. Zoning the lot will be required in the sales contract and will occur within one year of the execution of the contract.
3. Harbor Commission will have input on proposals received.
4. Uses will meet the Waterfront Commercial Park District or Waterfront Industrial District requirements.

### **PART IV – STAFF RECOMMENDATION**

Staff recommend disposing the Breakwater Fill Lot as an unzoned lot by requesting sealed proposals to lease or purchase the property with the special conditions contained in the staff report.

### **PART V – SUGGESTED MOTION**

“I move to direct the City Manager to dispose of the Breakwater Fill Lot *as an unzoned lot* by requesting sealed proposals to lease or purchase the property with the special conditions contained in the staff report.”

## Location Map





February 27, 2015

George and Carrie Daskalos  
10475 Rose Park Ave.  
Las Vegas, Nevada 89135  
(702) 686-5598

**Via email: [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net)**

**Via FedEx mail service**

Randy Robertson  
City Manager  
City Council- Cordova, Alaska  
P.O. Box 1210  
Cordova, AK 99574

Dear Mr. Robertson and Council Members:

Please allow this letter to serve as our expression of a high level of interest in establishing a new restaurant/bar and approximately 15 room hotel in Cordova. We have had the pleasure of spending a significant amount of time in Cordova and establishing relationships and treasured friendships with numerous residents in Cordova. We firmly believe that we can fill a void which presently exists, by providing tasty fare in a restaurant/bar setting with an attached complex creating approximately 15 upscale hotel rooms to accommodate visitors to the city during the peak of the season. We believe this will be well received by the residents and visitors of Cordova.

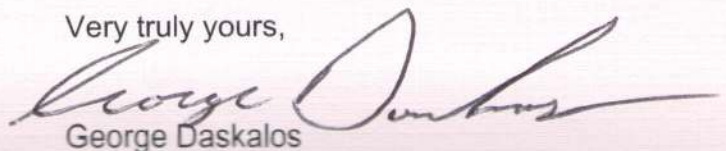
In furtherance of pursuing our business interests we have approached both existing restaurants in the community as well as seeking out sites to establish a newly constructed restaurant/bar and hotel. We have been somewhat discouraged in our quest, by virtue of both over valued restaurants on the market, as well as discussions held with city staff in the planning department, who advise that there are limited parcels of land available for development. Relatedly, we have learned that a new breakwater fill parcel located next to PWSSC may become available, notwithstanding the absence of a parcel map. If we are able to confirm that the parcel is not reserved for use by the PWSSC, then in such event we are interested in pursuing a potential purchase of the parcel from the city for development.

Although a new parcel has not yet been created for the fill lot, it is our understanding that the city is currently in the process of getting a plat completed for the same.

We respectfully request that a copy of this letter be provided to each council member, in advance of the next scheduled meeting on Wednesday, March 4, 2015.

We will anxiously await further directives from you in consideration of our above-mentioned proposal.

Very truly yours,



George Daskalos



Council,

I changed the item from “Disposal of current City Hall” to the way it is written with intent of not limiting the discussion. With looking at future funding levels for the City and promises made by past Councils, we should consider all possibilities.

As we continue to build new facilities to replace aging ones, we made promises to improve our infrastructure, not expand. There is an exit plan for the Museum and Library building, but not for City Hall. Without a home for Police and Fire for the foreseeable future, Council could consider a consolidation of facilities which could result in maintenance and operation cost savings to the City with minimal effect on programming and services.

- Move DMV out of rental property and join with Dispatch

  - Better hours of operation for DMV

  - Reduced costs without rent payments

- Move Parks and Recreation equipment and offices to old City Hall

  - Would require MOU with School District for programing in new Gymnasium

  - Dispose of old Parks & Rec building and put on the tax rolls

  - Would require maintenance and upgrades to old City Hall

  - Shared cost of facilities

Of course there is always the option of mothballing or disassembling the unused portion of City Hall.

These are just ideas and have not been through Staff, School Board, P&Z, or Parks and Recreation Commission.

Council should keep looking toward the eventual construction or modernization of efficient Police, Fire, and Recreation facilities.

Thanks,

Jim

**WORKING PAPER**  
**FOR DISCUSSIONAL PURPOSES ONLY**

**PURPOSE:** To provide the City Council with a historical overview of the city's water consumption and fee structure.

**BACKGROUND:**

Processed water figures since 2006 reflect an increase of several percent per year. In 2014, the city produced 585 million gallons (mgal) of chlorinated water.

There are 29 metered users in the city. Five (5) are considered heavy industrial (e.g. fish processors) while there are 24 businesses/organizations that are classified light industrial. At this time there are no residential meters in the city.

During an average summer, at peak period the city will produce an average of 3 mgal per day or approximately 90 mgal per month. In 2014 the city for the first time in 15 years was forced to run the pumps at Lake Eyak during the summer. While the pumps normally run in the height of winter, when the flow is minimal, the lack of snow pack in 2014 resulted in this summer event.

Initial reflections from our Avalanche Consultant, Mr. Steve "Hoots" Witsoe, suggest the current snow pack is extremely light. As a matter of comparison, Hoots advises that in early April of 2014 there was 5' of snow pack at the top of the ski hill while there's only approximately 1 foot now.

During the 2014 season, the data reflects the 29 metered units consumed approximately 179 mgals of water, or approximately 31% of the city's entire year-round production of chlorinated in roughly 6 months. We know several of the processors do not have all water sources metered. Our best estimate is it would cost \$100k plus to meter and relocate all utilities associated with the 5 major canners.

The city's residential water rates have not changed since 2006, at a flat \$29.58 per month. Senior rates (over 65) at one-half of the flat rate (\$14.79) while a non-metered commercial rate is the same (\$29.58). In comparing several other Alaskan coastal cities the rate structure appears to be individually tailored to each

community and defies comparison. For example, Kodiak's flat rate is based on the size of the line, with a one inch line rate at \$63.78. Unalaska has a flat rate of \$35.59.

The city's heavy industrial rate is \$1.40 per 1k gallons. That rate is three years old. Again, when comparing to other fishing communities in Alaska, water rates for each city appears to be uniquely tailored to the needs, size and production capabilities of the community. For example, in Dillingham the rate is \$8.10 per 1k gals. There is an automatic inflation adjustment build into the rate structure which will raise the price by 12% each year until 2018. Unalaska charges \$2.51 per 1k gallons. This rate has increased over 7% for the last two years. Kodiak's metered rate per 1K gallons has a three tiered structure with commercial set at \$2.12; industrial \$1.62 and wholesale at \$1.71. As a matter of comparison, Astoria, Oregon charges \$3.59 per 1k gallons.

Last summer, in running the pumps at Eyak Lake, it cost approximately \$2k per day in overtime, chemicals and electricity to operate. The Eyak pumps ran for a total of 40 days last year, with 20 of them during July and August.

There are approximately 950 residential accounts. Using an estimate of 3 persons per residential account this comes up to roughly 17.2 mgals per month or 206 mgals per year.

### **DISCUSSION:**

While operating expenses at the water department have grown each year, revenue and capital expenditures are flat. Mr. Fajardo and his team have documented over \$1m in infrastructure, facility and laboratory needs (. . . you may recall Mr. Zamarron presented Council with a request for a \$1.4m Alaska clean water grant in late 2013 to address these issues). As noted to Council in a recent update, one leak at the Harbor was estimated to have lost in excess several hundred-of-thousands of gallons for possibly several years. There are other leaks out there. Fiscal and manpower demands associated with LT2 compliance will likely exacerbate the pressures on the water department's budget.

There appears to be strong evidence that with the lack of snow pack the city may experience water shortages this summer. There are at least four options:

- a. Do nothing. Let the consumer demand and gravity provide water to where ever it can. There are already several locations around the city where consumers experience water pressure issues. As a note, the State of Alaska requires a minimum of 20 psi to ensure lines are thoroughly flushed out to avoid contamination.
- b. Close some of our control valves (about 12 each 10" to 12" diameter cast iron) to reduce usage and to preserve water volume in our 6 tanks (total capacity ~4MG million gallons). Some residences (most likely about 20 homes around Observation Ave) and fish processing plants will not have all the water they desire. Some fish plants may redirect their catch to other cities or to offshore plants for processing, thereby decreasing fish tax income to the City.
- c. Limit the hours of water available to Fish Plants. Close their supply valves during certain time periods to conserve water.
- d. Revise the rate structure to encourage conservation.

### **RECOMMENDATIONS:**

- a. Recommend a revised water fee structure for all users developed around incentivizing conservation, promoting business development and investing in the equipment and infrastructure needed to operate a safe, clean and effective water treatment facility into the 21<sup>st</sup> Century. Thoughts include setting an immediate heavy industrial consumer fee at \$2.00 per 1k gallons with an annual built in inflation factor (i.e., 3%). This rate appears to be competitive with other Alaskan coastal communities. Also recommend consideration of a revised residential rate, which has not changed in 9 years, at the beginning of 2016 to reflect an automatic inflation factor (i.e., 3%). Finally, based on the suggested structure increases outlined above and again aligned with other coastal communities, recommend an increase in the city's light industrial rate from \$3.58 to \$4.12.
- b. Explore a rate scheme that is directly linked to the more water consumed the higher the rate per 1k gallons.

#### 5.40.030 - Exemptions.

The following sales and services are exempt transactions and are not subject to taxation by the city:

- A. Proceeds from casual, occasional or isolated sales which are easily identified as the sale of personal goods or property at such private functions as moving, garage, yard, food and bake sales, sale of private vehicles when the seller is not a dealer in used vehicles, or services such as babysitting or house-sitting. A city license is not required under this subsection A;
- B. Sales of insurance and bonds of guaranty and fidelity;
- C. Fees for sales and services in excess of **two thousand, five hundred dollars per single purchase transaction**. This exemption does not apply to accumulative purchases and billed as a lump sum in excess of two thousand five hundred dollars except as provided in [Section 5.40.030\(D\)](#) relating to sales of construction materials and services.

In the event of an oil spill that requires mobilization of the oil spill response vessels, this exemption is automatically suspended for ninety days on all fees for sales and services commencing on the day of the oil spill;

- D. Sales of construction materials and services exceeding two thousand, five hundred dollars for use in each construction project paid for by any one purchaser during any twelve consecutive month period; provided, that the purchaser has obtained a building permit from the city prior to the start of the project and all receipts for construction materials and services clearly show the building permit number. Construction materials are those items becoming a permanent part of the structure. Purchaser may pay all sales tax on such materials and services and may apply for a refund as set out in [Section 5.40.042](#) of this code or may pre-pay applicable city sales tax in advance and receive an exemption card;
- E. Gross receipts or proceeds derived from servicing, freezing, storing, handling or wharfing of fisheries commodities awaiting shipment or in the process of being shipped;
- F. Gross receipts or proceeds derived from sales or services which the municipality is prohibited from taxing under the laws of the state, or under the laws and the Constitution of the United States, including but not limited to:
  - 1. Sales by the U.S. Postal Service,
  - 2. Sales of any items purchased with food coupons, food stamps or other type of certificate issued under 7 U.S.C. Sections 2011-2025 (Food Stamp Act),
  - 3. Purchases made under the authority of or made with any type of certificate issued pursuant to 42 U.S.C. Sections 1771-1789 (Child Nutrition Act of 1966),
  - 4. Interstate sales,
  - 5. Air transportation including that portion of any chartered fishing or hunting expedition which covers the cost of air transportation,
  - 6. Gross receipts or proceeds derived from sales to the United States, state, city or any political department thereof;
- G. Gross receipts or proceeds from the transportation (including freight and shipping charges), loading, unloading or storing of cargo from marine vessels or aircraft in foreign, interstate or intrastate commerce;
- H. Services of a person licensed or certified by the state of Alaska as a doctor of medicine and surgery, a doctor of osteopathy and surgery, a doctor of veterinary medicine, a chiropractor, a dentist, a naturopath, an optometrist, an audiologist, a hospital, an occupational therapist, a physical therapist, a massage therapist or a licensed or practical nurse; provided, that the service is within the scope of the state license or certificate;
- I. Services of a person licensed or certified by the state of Alaska as a psychologist or psychological associate, a clinical social worker, an alcohol and drug counselor, or a marital and family therapist;

- J. Fees for supplies, equipment and services provided by a hospital, medical clinic or dental clinic for patient treatment including laboratory and x-ray services;
- K. Gross receipts or proceeds of the retail sale of prescription drugs;
- L. Sale of cemetery plots, caskets, funeral and burial related items and the services by a funeral home;
- M. Commissions received by travel agencies for their services that are not set by and billed by the travel agencies. Service charges set by and billed by the travel agencies are not exempt from taxation under this chapter;
- N. Dues or fees to clubs, labor unions or fraternal organizations;
- O. Fees and charges for extracurricular activities or events promoted or undertaken by educational or student organizations;
- P. Sales by any student organization, parent/teacher organization or booster club recognized by the school or educational organization in which it operates, which proceeds are utilized to further the purposes for which the organization was formed;
- Q. Sales and services by schools or other educational organizations made in the course of their regular functions and activities, which proceeds are utilized to further the purposes for which such organization was formed;
- R. Sales of food at educational and hospital cafeterias and lunchrooms which are operated primarily for staff and/or students, and which are not operated for the purpose of sale to the general public for profit;
- S. Sales, services and rentals by or to religious organizations which have obtained a 501(c)(3) or 501(c)(4) exemption certificate from the Internal Revenue Service and which are made in the normal conduct of religious activity; provided, the income from the exempt transaction is also exempt from federal income taxation;
- T. Sales, services and rentals by or to scouting, 4H or similar youth organizations which have obtained a 501(c)(3) or 501(c)(4) exemption certificate from the Internal Revenue Service and which are made in the normal conduct of activity; provided, the income from the exempt transaction is also exempt from federal income taxation;
- U. Sales, services and rentals by or to benevolent or civic organizations which have obtained a 501(c)(3) or 501(c)(4) exemption certificate from the Internal Revenue Service and which are made in the normal conduct of activity; provided, the income from the exempt transaction is also exempt from federal income taxation and the income is donated to a charity. Such organizations shall pay the sales taxes at the time of purchase and shall apply to the city for a refund as provided in [Section 5.40.040](#)
- V. Proceeds from contract services provided by a state-licensed child care contractor;
- W. Proceeds from contract services provided by a person for the purpose of taking temporary care of minors for another person;
- X. Proceeds from products sold as wholesale sales to businesses designated by the state of Alaska as wholesalers. These include the sales of goods, wares, or merchandise to a retail dealer, manufacturer, or contractor, for resale within the city as is or incorporated into a product or commodity to be sold by the dealer, manufacturer or contractor within the city, if the subsequent sale is subject to the city sales tax. In this connection a retailer must stock that merchandise for resale, display the same to the public and hold himself out as regularly engaged in the business of selling such products;
- Y. Proceeds from products sold for resale:
  - 1. Sales of goods, wares or merchandise to a retail dealer, manufacturer or contractor, for resale within the city as is or incorporated into a product or commodity to be sold by the dealer, manufacturer or contractor within the city, if the subsequent sale is subject to the city sales tax. The product must be an item that is sold as part of the reseller's primary business and must be of such nature that it can be purchased by the general public in a transaction that is not dependent upon the purchase of another product or service,

2. Goods, wares or merchandise that can be purchased only as part of a package purchase of services, such as a bed-and-breakfast or a fishing or hunting charter and not by the general public as separate and individual items are not exempt under this chapter,
  3. Food products that are purchased for resale must be purchased and sold as is or prepared in a kitchen that is DEC-certified in order to qualify for sales tax exemption. Proof of certification must be available upon request;
- Z. Proceeds from services for resale: Services that are provided by a subcontractor to a contractor for a third party is considered services for resale and is exempt from taxation;
- AA. Sales of real property. Rentals of real property are not exempt from taxation by the city.
- AB. Commissions or fees in excess of two thousand five hundred dollars earned by brokers or agents in real estate sales transactions.
- BB. Home heating oil purchased for use in a dwelling, as defined in [Section 18.08.190](#), for use at that location conditioned on the following:
1. That no more than fifty percent of the floorspace of the building(s) considered as dwellings be used as nonresidential use, including business activities.
  2. That the dwelling be operated in compliance with all other regulations and laws.
  3. If a fuel tank is used to supply more than one structure or area then no more than fifty percent of the floorspace and area supplied shall be nondwelling and nonresidential including business activities.

*(Ord. 1037 § 1, 2008; Ord. 865 (part), 2000).*

*(Ord. No. 1049, § 1, 6-10-2009; Ord. No. 1067, § 1, 3-2-2010)*



PO Box 705  
Cordova, AK 99574

907.424.5800  
pwssc@pwssc.org

[www.pwssc.org](http://www.pwssc.org)

April 8, 2015

Randy Robertson  
City Manager  
City of Cordova

Dear Mr. Robertson,

As you know, the Prince William Sound Science Center paid for the engineering that enabled the city to pursue and complete fill of Lot 1 Block 7A Tidewater Development Park, the "new fill" site adjacent to the existing Science Center. Since the city and the Science Center are no longer co-developing that site and the city is now pursuing alternatives, we respectfully request that you refund the fee that we paid to Dee High Engineering for the pre-development drawings that enabled completion of the fill. Please see the attached invoice, which we paid, and reimburse us in the amount of \$9,263.75.

Regards,

A handwritten signature in blue ink, appearing to read "KH", with a long, sweeping horizontal line extending to the right.

Katrina Hoffman  
President and CEO  
[khoffman@pwssc.org](mailto:khoffman@pwssc.org)  
907-424-5800 x 225



**Invoice**

DHI CONSULTING ENGINEERS  
800 E. Dimond Blvd. Suite 3-550  
Anchorage, Alaska 99515-2045  
(907)344-1385 Fax (907)344-1383

*Sept 8*

Prince William Sound Science Center  
300 Breakwater Ave.  
Cordova AK 99574

December 20, 2011  
Project No: 11984.000  
Invoice No: 0000001

Project: 11984.000 Cordova- Harbor Fill

**Professional services from November 13, 2011 to December 17, 2011**

Task: 001 Design Plans

**Professional Personnel**

	Hours	Rate	Amount
Fleming, Julia	6.25	65.00	406.25
High, Dee	50.50	125.00	6,312.50
High, Dustin	27.70	65.00	1,800.50
Warton, Nicholas	2.50	80.00	200.00
Totals	86.95		8,719.25
<b>Total Labor</b>			<b>8,719.25</b>

**Unit Billing**

Computer Plots (11 X 17)	10.00 sheets @ 0.30	3.00	
12/7/11 Computer Plotting (Full Size) B&W	16.00 sheets @ 6.50	104.00	
<b>Total Units</b>		<b>107.00</b>	<b>107.00</b>
	<b>Total this task</b>		<b>\$8,826.25</b>

Task: 002 Coordination, Meetings & Correspondence

**Professional Personnel**

	Hours	Rate	Amount
High, Dee	3.50	125.00	437.50
Totals	3.50		437.50
<b>Total Labor</b>			<b>437.50</b>

*614-08-*

PAID  
Check # 19485  
Date 12/20/2011  
Amount \$9,263.75

**RECEIVED***JAN 06 2012*

**Total this task** **\$437.50**

**Total this invoice** **\$9,263.75**

*PO*

Tax ID

*adm@dhialaska.com*

## **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**

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

**April 20, 2015** – Board of Equalization Hearing 7pm

**April 25, 2015** – Saturday - Health Fair

**May 6 or 20** – Follow up Work session with Providence (McCallister and Gough) after March 18 work session?

**May 12, 2015** – Cordova Special Election (prop one – charter change in re hospital)

## **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 Conference Room LMR-Library Mtg Rm HSL-High School Library			1  7:00 reg mtg LMR	2	3	4  <del>City Council all day retreat / goal setting session—location tba</del>
5	6  Last day to appeal 2015 prop assessment	7	8  7:00 Sch Bd HSL 7:00 Hrbr Cms CH	9	10	11
12	13	14  6:30 P&Z LMR	15  6:00 HSB LMR 6:45 pub hrg LMR 7:00 reg mtg LMR	16	17	18
19	20 Holly Wells board training—tba BOE hearing 7:00 LMR Holly Wells Council training—tba	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 Conference Room LMR-Library Mtg Rm HSL-High School Library

# May 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library					1 —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 <del>LMR</del>	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  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
<b>Mayor:</b> 3 years	<b>James Kacsh</b> <a href="mailto:Mayor@cityofcordova.net">Mayor@cityofcordova.net</a>	March 5, 2013	March-16
Council members:			
Seat A: 3 years	<b>Kristin Carpenter</b> <a href="mailto:CouncilSeatA@cityofcordova.net">CouncilSeatA@cityofcordova.net</a>	March 5, 2013	March-16
Seat B: 3 years	<b>Timothy Joyce</b> <a href="mailto:CouncilSeatB@cityofcordova.net">CouncilSeatB@cityofcordova.net</a>	March 4, 2014 March 14, 2013 August 2, 2012	March-17 filled vacancy appt to A
Seat C: 3 years	<b>Tom Bailer</b> <a href="mailto:CouncilSeatC@cityofcordova.net">CouncilSeatC@cityofcordova.net</a>	March 4, 2014	March-17
Seat D: 3 years	<b>Robert Beedle</b> <a href="mailto:CouncilSeatD@cityofcordova.net">CouncilSeatD@cityofcordova.net</a>	March 3, 2015	March-18
Seat E: 3 years	<b>Josh Hallquist</b> <a href="mailto:CouncilSeatE@cityofcordova.net">CouncilSeatE@cityofcordova.net</a>	March 3, 2015	March-18
Seat F: 3 years	<b>David Reggiani</b> <a href="mailto:CouncilSeatF@cityofcordova.net">CouncilSeatF@cityofcordova.net</a>	March 5, 2013 March 2, 2010 March 3, 2009	March-16 1 yr trm
Seat G: 3 years	<b>James Burton, Vice-Mayor</b> <a href="mailto:CouncilSeatG@cityofcordova.net">CouncilSeatG@cityofcordova.net</a>	March 5, 2013	March-16

**SCHOOL BOARD - ELECTED**

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

**LIBRARY BOARD - APPOINTED**

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

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

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

## PLANNING AND ZONING COMMISSION - APPOINTED

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

## HARBOR COMMISSION - APPOINTED

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

## PARKS AND RECREATION COMMISSION - APPOINTED

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