

**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

**COUNCIL SPECIAL MEETING  
APRIL 20, 2015 IMMEDIATELY FOLLOWING  
THE 7:00 PM BOE HEARING  
LIBRARY MEETING ROOM**

**AGENDA**

**A. CALL TO ORDER**

**B. ROLL CALL**

Mayor James Kacsh, Council members Kristin Carpenter, Tim Joyce, Tom Bailer, Robert Beedle, Josh Hallquist, David Reggiani and James Burton

**C. APPROVAL OF AGENDA..... (voice vote)**

**D. DISCLOSURES OF CONFLICTS OF INTEREST**

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

- 1. Audience Comments regarding agenda items

**F. NEW BUSINESS**

- 2. Resolution 04-15-22..... (voice vote)(page 1)

A resolution of the City Council of the City of Cordova, Alaska, amending resolution 04-15-19 to increase the maximum true interest cost of the general obligation Cordova center bonds from three percent to four percent

- 3. Council approval of Land Use Permit for mobile restaurant..... (voice vote)(page 3)

on a portion of the "Breakwater Fill Lot"

**G. AUDIENCE PARTICIPATION**

**H. COUNCIL COMMENTS**

**I. ADJOURNMENT**

Executive Sessions: Subjects which may be discussed are: (1) Matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) Subjects that tend 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 disclosures.

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

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

**CITY OF CORDOVA, ALASKA  
RESOLUTION 04-15-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AMENDING RESOLUTION 04-15-19 TO INCREASE THE MAXIMUM TRUE  
INTEREST COST OF THE GENERAL OBLIGATION CORDOVA CENTER BONDS  
FROM THREE PERCENT TO FOUR PERCENT**

**WHEREAS**, on April 1, 2015, the Council adopted Resolution 04-15-19 authorizing the issuance of not to exceed \$3,000,000 of General Obligation Cordova Center Bonds (the “Bonds”); and

**WHEREAS**, Section 17 of Resolution 04-15-19 authorizes the sale of the Bonds to the Alaska Municipal Bond Bank (the “Bond Bank”), provided that the true interest cost of the Bonds, expressed as an annual rate, does not exceed 3.0 percent; and

**WHEREAS**, the Bond Bank has advised the City that under current bond market conditions, it is unlikely that the Bonds can be sold at prices or interest rates such that the true interest cost of the Bonds, expressed as an annual rate, does not exceed 3.0 percent; and

**WHEREAS**, the Council finds that it is in the best interest of the City to sell the Bonds to the Bond Bank, and proceed with construction of the Cordova Center with the proceeds of the Bonds, provided that the true interest cost of the Bonds, expressed as an annual rate, does not exceed 4.0 percent, and that Resolution 04-15-19 should be amended accordingly.

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

Section 1. Amendment of Resolution 04-15-19. Section 17 of Resolution 04-15-19 is amended to read as follows:

Section 17. Sale of Bonds. The Bonds shall be sold at negotiated sale to the Bond Bank as provided in the Loan Agreement. Subject to the limitations provided in Sections 2 and 4, each of the Manager and Finance Director is hereby authorized to determine the aggregate principal amount, the principal amount of each maturity, the interest rates, the dated date, the principal and interest payment dates, the record dates for principal and interest payments, and the redemption terms, if any, for the Bonds, and other details of the Bonds; provided that the true interest cost of the Bonds, expressed as an annual rate, does not exceed 4.0 percent. In determining the maturity amounts, interest rates and redemption terms, if any, for the Bonds, the Manager or Finance Director shall take into account those factors which, in that officer’s judgment, will result in the lowest true interest cost on the Bonds to their maturity, including without limitation current financial market conditions and current interest rates for obligations comparable in tenor and quality to the Bonds. Based upon the foregoing determinations, each of the Manager and

the Finance Director is authorized to execute the Loan Agreement, in substantially the form presented at this meeting.

Section 2. Continuing Effectiveness. Except as expressly amended herein, Resolution 04-15-17 remains in full force and effect.

Section 3. Effective Date. This resolution shall become effective upon adoption by the Cordova City Council.

**PASSED AND APPROVED THIS 20<sup>th</sup> DAY OF APRIL 2015**

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

ATTEST:

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

DRAFT

# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 4/8/2015  
**Re:** Breakwater Fill Lot Seasonal Use

## **BACKGROUND I**

4/1/2015 City Council Meeting the Application for a mobile kitchen - Salty Steer was approved by council

4/10/2015 Request from Salty Steer owners requesting to park their food truck on the fill lot

4/13/2015 additional information of proposed use provided. Including Time frame Mid- May through Mid -October, Open 10 am to 8 Pm Monday-Saturday with a few chairs and tables.

4/15/2015 City Council meeting. Council directed staff to present options available for moving this forward.

4/16/2015 Spoke with applicant and would be willing to use a portion of the lot.

## **Land Use Permit.**

In the past we have issued land use permits for short term use in City Properties (mostly ROW) these permits have included LFS, & AML. All permits were less than 6 months and were charges fair market value for the area they were using. Attached is template which we have used for the land use permit all terms such as use, trash requirements, hours, can be delineated in sections 8 and 9 authorized use or prohibited uses. Time Frame for completion from May 1st.

## **CMC code 5.22**

This process would require the request be sent to P&Z next scheduled meeting is May 19<sup>th</sup>, P&Z would make recommendation to City council on disposal and method, memo would be on agenda for the June 3<sup>rd</sup> City Council. Council would determine if to dispose and how, if proposals a 30 day minimum advertisement is required by 5.22.060 B. Time frame April 20<sup>th</sup> meeting (without special meetings) direct negotiation would be approximately June 19<sup>th</sup> if any other method 30 days would end July 3<sup>rd</sup>, P&Z meeting July 14<sup>th</sup>, next City Council meeting August 5<sup>th</sup>. This time frame is partially due to the way regular scheduled meetings fall, P&Z meeting in July will be occurring same week as second City council meeting. This could be reduced although the 30 day period could not.

## **PART II – STAFF RECOMMENDATION**

Staff recommends that City Council direct the City Manager to negotiate and enter into a land use permit for a portion of the breakwater fill lot to be used for their mobile restraint Salty Steer with Carrie and George Daskalos not to exceed 6 months.

**PART III– SUGGESTED MOTION**

“I move to direct the City Manager to enter into a land use permit for a permit for a portion of the breakwater fill lot to be used for their mobile restraint Salty Steer with Carrie and George Daskalos not exceed 6 months.

OR

Refer the request to P&Z to move through the 5.22 process

**City of Cordova  
602 Railroad Avenue  
P.O. Box 1210  
Cordova, Alaska 99574**

**LAND USE PERMIT**

PERMISSION IS HEREBY GRANTED to **Business Name.**, located at **XXXXX**, Cordova, Alaska 99574, hereinafter referred to as the “Permittee”, to enter upon certain lands, as specified below, held by the **City of Cordova**, having it is principal place of business at the address listed above, and hereinafter referred to as “the City”, for the purpose of occupying land located within the **LEGAL DESCRIPTION OF LOT or area**. Occupation of this land is limited to the storage of vehicles and equipment.

1. **Definition:** The term “Permittee” shall refer to the business whose name appears above, and shall include any and all persons accompanying Permittee on the subject lands during the term of the permit.
  
2. **Subject Lands:** The lands subject to the permit are describe as follows: a **118 foot X 72 foot section of the North Fill Development Park, more specifically Lot 4A, Block 5, North Fill Development Park Addition #2**, adjacent to the corner of Seafood Lane and Sorrel, containing 8,267 square feet, more or less, Cordova Recording District, Third Judicial District, State of Alaska, together with all appurtenances, rights, and privileges now belonging or in anyway appertaining thereto.

No right or authority to enter upon and use lands other than those owned by the City and described herein shall be conferred by the permit. Permittee will respect valid existing rights reserved in the City title and accepts the responsibility to familiarize himself with such reservations.

3. **Acknowledgement:** Permittee acknowledges that he has no legal or equitable interest in the surface or subsurface estate of the subject lands or any portion thereof and that the issuance of the permit does not create such an interest.
  
4. **Term:** The effective term of the permit shall commence on **XXXX 20XX** and shall expire on **XXX, 20XX**, unless sooner terminated as specified herein.
  
5. **Rent:** The rent for this land use permit is **\$XXX, XXX** thousand **XX**hundred and **XXX** dollars, plus tax, for this six (6) month time frame as defined above. Permittee shall bear all expenses associated with their planned activities under the permit.

6. **Non-Exclusive:** The permit does not grant Permittee exclusive use of subject lands.
7. **Non-transferability and Non-assignability:** The permit may not be transferred or assigned for any reason without the prior written consent of the City.
8. **Authorized Uses:** The permit authorizes Permittee to carry out his/her activities XXXXXX on the subject lands. Authorized uses under the permit shall consist of and is limited to the storage of XXXX.
9. **Prohibited Uses:** No uses or activities other than those specifically authorized in paragraph 8 above are allowed under the authority of the permit. Permittee shall not use, tamper with or disturb any existing improvements on subject lands unless specifically authorized herein. Permittee shall not construct any buildings, structures or permanent improvements of any kind, other than those specifically authorized herein, without prior written permission of the City.
10. **Laws and Regulations:** Permittee, in exercising the privileges authorized herein, shall comply with all applicable local, state and federal laws and regulations, including but not limited to state and federal environment and labor requirements.
11. **Environment Protection & Safety:** Permittee shall conduct his/her activities on the subject lands so as to have the minimum practical adverse impact on the natural and socio-economic environments.

Permittee shall maintain subject lands and authorized facilities, if any, to reasonable standards or repair, orderliness, sanitation and safety.

Permittee shall not store hazardous materials on the subject lands unless specifically authorized herein and permitted by the appropriate public agency (ies).

Permittee shall not cut, damage, or remove live vegetation.

Permittee shall not tamper with or interfere with any artifacts, which might be discovered during the course of his/her activities, which discovery shall be reported immediately to the City.

Permittee shall dispose of all refuse resulting from its use of the subject lands, including waste materials, garbage, and food of all kinds, by carrying out all materials that are not consumed on subject lands.

- 12. Survey Monuments:** Permittee shall take all reasonable and necessary precautions to prevent disturbance and destruction of survey monuments and shall be responsible for the replacement and bear all replacement costs for monuments disturbed as a result of any operations undertaken by Permittee. Permittee shall notify the City and other appropriate public officials and private parties as soon as possible after Permittee becomes aware of the disturbance of any monument.
- 13. Restoration and Vacation:** Prior to expiration or termination of the permit, Permittee shall vacate subject lands of all improvements. In the event that the Permittee fails to vacate and restore the subject lands, the City shall have the option of restoring said property at Permittee's expense. Any attempt by the Permittee to retrieve the property or to use the same after the permit has expired or terminated shall result in charges of trespass against the Permittee.
- 14. Damages:** Permittee shall exercise due diligence in protecting the subject lands and resources from any damages. Permittee shall be held liable for and pay the City triple any damages resulting from activities conducted by Permittee but not authorized under the permit.
- 15. Risks and Hazards:** Permittee assumes any and all risks which might be presented by natural hazards, other phenomena or finished, partially finished and/or un-maintained facilities which may occur on the subject lands. Such hazards may include, but are not limited to traffic, overhead electric lines and earthquakes. Permittee is further responsible for notifying the City of any new hazards, and shall secure permission from the City prior to their removal or mitigation.
- 16. Indemnification Hold Harmless:** Permittee shall defend, indemnify and hold the City, its assigns, agents, employees, representatives and successors in interest harmless from and against any and all actions, claims, losses, expenses, including reasonable attorney's fees, for injury to or death on any person or persons and the loss of or damage to the property of person or persons arising in connection with, and as a direct result of Permittee's activities, including, but not limited to the City's negligence, if any, in failing to recognize or remedy a hazardous condition existing on subject lands.
- 17. Inspections:** The City, by and through its officers, agents, employees and/or representatives, reserves the right to inspect the activities of Permittee at any time while on the subject lands with or without advance notice. The presence or absence of such City inspector shall not release Permittee of any liability as specified herein. At the City's discretion, any or all City costs associated with such inspection shall be collected from Permittee.

The City makes no warranties or representations as to the condition or state of the subject lands, or as to their fitness or suitability for Permittee's intended



uses, or any uses. Permittee acknowledges that it has inspected and examined the subject lands to its satisfaction, and agrees to accept the subject lands in their present conditions.

**18. Termination:** This permit may be terminated upon the breach of any of the terms and conditions herein. Such termination shall become effective immediately fifteen days after sending to Permittee written or oral notice of breach unless the breached condition is rectified within said fifteen days.

In addition, the City or Permittee may terminate permit upon ten (10) day advance written notice to vacate subject lands.

**IN WITNESS WHEREOF**, the parties have caused this Land Use Permit to be executed on the dates set opposite their respective signatures below.

**LESSOR:**

**CITY OF CORDOVA**

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

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

It's: City Manager

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

City Clerk

**PERMITTEE:**

**XXXXXX**

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

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

It's: \_\_\_\_\_