

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

MAY 06, 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

a. John Bitney, Legislative Lobbyist, Juneau update

b. Emily Stolarczyk, Eyak Preservation Council..... **(page 1)**

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)

a. Planning and Zoning Commission Resolution 15-07..... (page 9)

4. Student Council Representative

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

5. Ordinance 1124..... (page 10)

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 18.39.090 to repeal subsection 18.39.090(A), which removes the requirement that parking areas and drives shall be limited to fifty percent of required front yards in the Waterfront Commercial Park district –2nd reading

6. Ordinance 1125..... (page 13)

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code chapter 18.48 to revise section 18.48.060 and add section 18.48.080 entitled commission reduction of parking spaces, to permit the Planning Commission to reduce the required number of parking spaces when it determines an unreasonable amount of parking spaces is required or a reduction is necessary to meet city development goals –2nd reading

7. Ordinance 1127..... (page 17)

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-2nd reading

8. Ordinance 1128..... (page 25)

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 – 2nd reading

9. Resolution 05-15-23..... (page 51)

A resolution of the City Council of the City of Cordova, Alaska, requesting conveyance of approximately 50 acres of tidelands from the State of Alaska for the accomplishment of public and private development approved by the municipality

10. Proclamation for Bret Bradford.....	(page 53)
11. Proclamation for Hayley Hoover.....	(page 54)
12. Council confirmation of CVFD Election of Officers for 2015.....	(page 55)
H. APPROVAL OF MINUTES	
13. 04-01-15 Regular Meeting Minutes.....	(page 56)
14. 04-15-15 Public Hearing Minutes.....	(page 62)
I. CONSIDERATION OF BIDS	
J. REPORTS OF OFFICERS	
15. Mayor's Report	
16. Manager's Report	
a. Cordova Center report – including updated financials.....	(page 63)
b. Report concerning PWSSC request for reimbursement.....	(page 64)
17. Staff Quarterly Reports – 1Q 2015	
a. Police Department.....	(page 69)
b. Parks and Recreation.....	(page 73)
18. City Clerk's Report	
K. CORRESPONDENCE	
19. Thank you note from RCAC to Joanie Behrends.....	(page 78)
20. Providence notice to Mayor & City Council 04-17-15.....	(page 79)
L. ORDINANCES AND RESOLUTIONS	
21. Resolution 05-15-24.....	(voice vote)(page 82)
A resolution of the City Council of the City of Cordova, Alaska, authorizing amendment to the FY15 fee schedule, previously adopted as Resolution 12-14-53, to increase water rates for heavy industrial users to \$1.60 per 1,000 gallons	
22. Resolution 05-15-25.....	(voice vote)(page 98)
A resolution of the City Council of the City of Cordova, Alaska, to oppose navy training exercises in the Gulf of Alaska in June 2015	
M. UNFINISHED BUSINESS	
23. Council action on reclassifying current Library/Museum Lots as available.....	(voice vote)(page 100)
on the City's land disposal maps	
24. Council action on disposal method of Library/Museum Lots.....	(voice vote)(page 106)
(contingent upon approval of item 23 above)	
N. NEW & MISCELLANEOUS BUSINESS	
25. Council action on disposal method for Lot 15, Block 6, USS 2981.....	(voice vote)(page 109)
26. Council's right to protest liquor license renewals.....	(voice vote)(page 114)
27. Pending Agenda, Calendar, Elected & Appointed Officials lists.....	(page 118)
O. AUDIENCE PARTICIPATION	
P. COUNCIL COMMENTS	
28. Council Comments	
Q. EXECUTIVE SESSION	
29. CCMC management update	
R. ADJOURNMENT	

***** **SHOREBIRDS ~ CORDOVA AK MAY 7 - 10, 2015** *****

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

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

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April 24, 2015

Mayor Kacsh
City of Cordova
PO Box 1210
Cordova, AK 99574

Dear Mayor Kacsh & Council Members,

In June 2015 the US Navy is going to conduct military training activities in the Gulf of Alaska to “achieve and maintain readiness.” (Source www.goaeis.com).

These "trainings" will include live fire ordnance (bombs, missiles, torpedoes, etc.) and sonar. The probable negative threats these trainings have could severely impact subsistence harvests and commercial fisheries. The areas to be bombed are State Marine Protected areas, NOAA Fisheries Protected areas and include Essential Fish Habitat. Immediate harm to marine life includes death from direct explosions, use of sonar (disorients, kills, and causes beaching of marine animals), and the physical destruction of essential habitat areas. Per the Navy's planned 2015 Alaskan War Games, over 40,000 live ordnance could be used, an increase of 360% from any past trainings. The after-math of this would leave behind toxic-debris causing irrevocable damage to marine mammals, sea birds, fish, and their habitats. The potential negative effects are far-reaching, not only affecting regions in Alaska, but also on a global scale.

These exercises are planned during the most prolific breeding and migratory periods of the marine supported life in the region (salmon, whales, birds and more). The Gulf of Alaska, which has still not fully recovered from the Exxon Valdez oil spill, is home to Alaska's most diverse population who rely on its bounties for sustenance, commercial and traditional hunting and gathering activities.

Background

According to the EIS preferred plans, these "war games" will involve use of high-frequency and mid-frequency sonar for submarine exercises, plus a wide variety of live weapons and explosives deployment - bombs, heavy deck guns, torpedoes, missiles, large carrier strikes (ships blown up & sunk) none of which will ever be recovered. Although military training exercises have been conducted in the GOA intermittently for the last 30 years, those proposed in the current EIS are a massive increase from any conducted before (e.g. a 360% increase in munitions & a 6,500% increase in sonobuoys).

The Navy has applied for permits to conduct training exercises in the Gulf of Alaska (GOA) for up to 42 days (from April to October) annually for a five-year period. The National Oceanic and Atmospheric Administration (NOAA) is the permitting agency with support from the National Marine Fisheries Service (NMFS). The Navy is required to complete a supplemental EIS (to be released 01/2016) that included a 60-day comment period from August to October of 2014. The Supplemental EIS will be for the next round of permits (2016 – 2021). Previous trainings for 2010 – 2015 were permitted, yet no trainings have been conducted yet. 2015 is the first year these trainings will take place.

Significance

The GOA is the pathway and breeding grounds that provides traditional food sources and is the primary sustainable economic engine for Indigenous and non-native communities alike



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in Alaska. Of all species of fish and marine mammals Indigenous people in the region use for food and cultural traditions, none is more iconic than wild salmon. Wild salmon are at the heart of Alaska's image the world over. These proposed Navy training exercises pose a large risk to all types of fish and marine mammals that live in or travel through the GOA, including all five species of Pacific Salmon.

The area where they will bomb is vital habitat. The water here supports the most sustainable and economically valuable fisheries left in the USA. Commercial fishing is the largest private sector employer in Alaska, providing some 80,000 jobs.

Immediate harm to marine life includes death from explosions and sonar and the destruction of essential habitat areas. Long-term risks include exposure to hazardous chemical by-products left from the expended materials (bombs, sunken vessels, etc), and the bioaccumulation of hazardous chemicals that can be assimilated into the food chain. These risks threaten the cultural freedoms and economic livelihoods of communities that depend on these animals today and have for thousands of years. These trainings and the toxic debris they leave behind will cause irrevocable damage to fish, marine mammals, sea birds, their habitats, and the human communities that rely on the ocean for food and sustenance.

The Navy acknowledges the harm and deaths the exercises pose to marine mammals and refers to the thousands of "takes" that are anticipated when these exercises are carried out. When it comes to fish, including salmon, it is clear from the EIS that *the extent of the damage and risk are largely unknown*. Much more scientific research is needed to know the effects these trainings have on fish populations. A quote from the EIS Section 3.6 Fish on Explosive Sources states: "...little is known about the very important issues of nonmortality damage in the short and long-term, and nothing is known about effects on behavior of fish."

The GOA, south of Prince William Sound, is essential habitat and traveling pathways for all of the rich diversity of sea life and mammals that travel to Prince William Sound, which is still recovering from the Exxon Valdez oil spill. This region hosts one of the most vibrant and commercially profitable fisheries in the United States (note: <http://www.thecordovatimes.com/article/1445cordova-ranks-high-among-nations-ports>). It is unacceptable to host military training exercises in the spring and summer, year after year, during the most prolific breeding and migratory periods for all of the marine supported life in the entire region.

Summary Conclusion

The Eyak Preservation Council (EPC) is extremely concerned about these trainings and their potential for negative affects on humans, animals and the environment. EPC believes that these trainings pose a risk to Native and Non-Native Subsistence Foods culture and harvests as well as commercial fisheries in the area. This paper references fish and does not delve into the affects of these trainings on marine mammals. However it should be noted that these trainings, if carried out as permitted will potentially kill or harm over 182,000 marine mammals over a five-year period.

The trainings will take place in areas that include Essential Fish Habitat. The proposed activities in the TMAA (Temporary Marine Activities Area, map on page 7) have the potential to result in the following impacts:



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- Physical disruption of habitat;
- Physical destruction or adverse modification of benthic habitats;
- Alteration of water or sediment quality from expended material or discharge;
- Cumulative impacts.

EPC is requesting the City of Cordova help this effort by sending letters to the State Legislature and Navy Commanders. Draft letters attached in a separate document for your use and modification. Letters can be sent electronically from:

<http://www.eyakpreservationcouncil.org/navy-training-facts/>

Letters are addressed to:

- a. Navy: Admiral Jonathan Greenert, Chief of Naval Operations and Admiral Harry Harris Jr, Commander of the Pacific Fleet with cc's to the leaders of the Alaskan Command (Lt. Gen. Russell J Handy, Maj. Gen Michael H. Shields, and CMSgt. Gay L.C. Veale) asking that they not use live ordinance in their Northern Edge (GOA trainings).
- b. Alaska State Legislature: Bill Walker, Governor and Byron Mallott, Lt. Governor with cc's to Alaska's Congressional delegates (Senator Lisa Murkowski, Senator Dan Sullivan, and Congressman Don Young) asking that they object to the Navy's planned trainings and request the Navy not conduct live trainings in the Gulf of Alaska until the new state administration can make an environmental assessment.

Additional considerations to ask in the letters may include moving the training area 200 nm from shore and/or changing the time of year Navy trainings are scheduled.

Thank you,

Emily Stolarcyk
Program Manager
Eyak Preservation Council

Please refer to Notes on subsequent pages



NOTES:

The following are excerpts from the Navy's Environmental Impact Statement and can be read in full at www.goaeis.com.

EIS Section 3.6 Fish:

- The TMAA and vicinity is a highly productive region for various marine fish and shellfish populations and supports some of the most productive fisheries in the United States*
- The TMAA falls within the Alaska Current (AC) and the Alaska Coastal Current (ACC) systems. Both currents flow in a northerly direction off southeastern Alaska and then turn southwestward along the Alaska coast**
- Currently the GOA supports habitats of “endangered” and “threatened” populations of high seas salmon (Chinook, coho, chum, and sockeye salmon, and steelhead)
- The TMAA and vicinity is a highly productive region for various marine fish and shellfish populations and supports some of the most productive fisheries in the United States. It is also an important spawning area for many fishes
- At least 383 species belonging to 84 families of marine and anadromous fishes have been reported from the predominant ecosystems found in the GOA TMAA
- 59 of the 66 managed groundfish species are known to occur in the TMAA
- Five species of Pacific salmon (Chinook, coho, chum, pink, and sockeye salmon) have EFH designated within the TMAA
- Of the five species of Pacific Salmon, Chinook would be the most affected by the Navy's trainings
- The effects [of the trainings] on fish could include direct physical injury, such as potential for death, injury, or failure to (or an increase in the time needed to) reach the next developmental stage.
- Stress to fish populations in warfare areas includes environmental stressors, acoustic effects of underwater sounds to fish, effects of underwater impulsive sounds, explosive ordnance, nonexplosive ordnance, and expended materials.
- Potential stressors to fish and EFH include vessel movements (disturbance and collisions), aircraft overflights (disturbance), explosive ordnance, sonar training (disturbance), weapons firing/nonexplosive ordnance use (disturbance and strikes), and expended materials (ordnance-related materials, targets, sonobuoys, and marine markers).
- Potential effects of explosive charge detonations on fish and EFH include disruption of habitat; exposure to chemical by-products; disturbance, injury, or death from the shock (pressure) wave; acoustic impacts; and indirect effects including those on prey species and other components of the food web.

* These trainings will occur during fishing season. Commercial fishing is the largest private sector employer in the state of Alaska and supports over 800,000 jobs.

** This means that the expended materials left in the water after the trainings will flow towards Alaska's coastline.

In reference to Sonar:

- There have been very few studies on the effects that human-generated sound may have on fish
- The majority of studies often lack appropriate controls, statistical rigor, and/or expert analysis of the results
- Hearing capability data only exists for fewer than 100 of the 29,000 fish species
- Generally, a clear correlation between hearing capability and the environment cannot be asserted or refuted due to limited knowledge of ambient sound levels in marine habitats and a lack of comparative studies
- Based upon currently available data it is not possible to predict specific effects of Navy impulsive sources on fish. At the same time, there are several results that are at least suggestive of potential effects that result in death or damage



- The literature on vulnerability to injury from exposure to loud sounds is similarly limited, relevant to particular species, and, because of the great diversity of fish, not easily extrapolated

We just don't know:

- The effects of sound on fish are largely unknown
- A number of studies have examined the effects of explosives on fish. However, these studies are often variable, so extrapolation from one study to another, or to other sources, such as those used by the Navy, is not really possible
- Little is known about the very important issues of nonmortality damage in the short- and long-term, and nothing is known about effects on behavior of fish.
- More well-controlled studies are needed on the hearing thresholds for fish species and on temporary and permanent hearing loss associated with exposure to sounds.
- The effects of sound may not only be species specific, but also depend on the mass of the fish (especially where any injuries are being considered) and life history phase (eggs and larvae may be more or less vulnerable to exposure than adult fish).
- No studies have established effects of cumulative exposure of fish to any type of sound or have determined whether subtle and long-term effects on behavior or physiology could have an impact upon survival of fish populations.

Munitions Constituents:

- Petroleum hydrocarbons released during an accident are harmful to fish. Jet fuel is toxic to fish.
- Unburned fuel may be spread over a large area
- Fuel spills and material released from weapons and targets could occur at different locations and at different times.
- Potential impacts from Navy explosives training include degradation of substrate and introduction of toxic chemicals into the water column

EIS Section 3.14 Public Safety:

- Undetonated ordnance on the ocean floor may pose a risk to fishermen, particularly bottom trawlers. If a trawl contacted an undetonated ordnance item, the item could detonate.
- Chaff (aluminum-coated polymer fibers inside of a launching mechanism) will be used during the trainings. Upon deployment, the chaff and small pieces of plastic are expended. The purpose of chaff is to counter avoid aircraft detection by radar by masking the aircraft and to provide false radar returns to defeat radar-guided anti-aircraft defensive systems. Chaff will form a large cloud of fiber that disperses slowly, which could affect public safety.
- Some solid training items expended at sea could migrate to the shoreline where the public could encounter them. Included among these items are targets and sonobuoys.

Hazardous materials from the trainings left in the water include **heavy metals, propellants, and explosives**. Including the following: Cyanide, Chromium, Lead, Tungsten, Nickel, Cadmium, Barium chromate, Chlorides, Phosphorus, Titanium compounds, Lead oxide, Barium chromate, Potassium perchlorate, Lead chromate, Ammonium perchlorate, Potassium perchlorate, Fulminate of mercury, Potassium perchlorate and Lead azide.

The Navy was permitted Alternative 2 (their preferred).



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Table 3.2-18: Numbers and Weights of Expended Training Materials – Alternative 2

Type of Training Material	Quantity of Training Materials				Increase under Alternative 2 (%)	
	Alternative 2		No Action Alternative		Number	Weight
	Number	Weight (lb)	Number	Weight (lb)		
Bombs	360	160,000	120	54,000	200	200
Missiles	66	20,300	22	6,770	200	200
Targets/Pyrotechnics	644	11,200	252	3,610	160	210
Naval gun shells	26,376	27,500	10,564	10,700	150	160
Small arms rounds	11,400	420	5,000	180	130	130
Sonobuoys	1,587	61,900	24	936	6,500	6,500
PUTR	7	2,100	0	0	NA	NA
SINKEX ¹	858	70,000	0	0	NA	NA
Total	41,298	352,000	15,982	76,200	160	360

Table 3.2-19: Expended Materials Considered Hazardous – Alternative 2

Type of Training Material	Weight of Material (lb) ¹		Hazardous Content (%)
	Total Expended	Hazardous	
Bombs	160,000	1,130	0.70
Missiles	20,300	169	0.83
Targets and pyrotechnics	11,200	381	3.40
Naval gun shells	27,500	3,310	12.0
Small-caliber rounds	420	4.20	1.00
Sonobuoys	61,900	4,680	7.56
PUTR	2,100	0	0
SINKEX	70,000	850	1.25
Total	352,000	10,500	2.98

Alaska regulations on expended and hazardous materials are not applicable to Navy training in the TMAA because no training activities take place within State waters (up to three nm from shore). Alaska has not developed any state-specific military munitions regulations.

Assuming Navy training under Alternative 2 would remain consistent over periods of five and 20 years, the Navy would expend approximately 880 tons (209 lb per nm² [27.5 kg per km²]) and 3,520 tons (835 lb per nm² [110 kg per km²]) of training material in the TMAA, respectively.

Continued, next page

List of Weapons to be Used in the GOA Trainings

Table 3.2-1: Hazardous Constituents of Expendable Training Materials, by Training Item

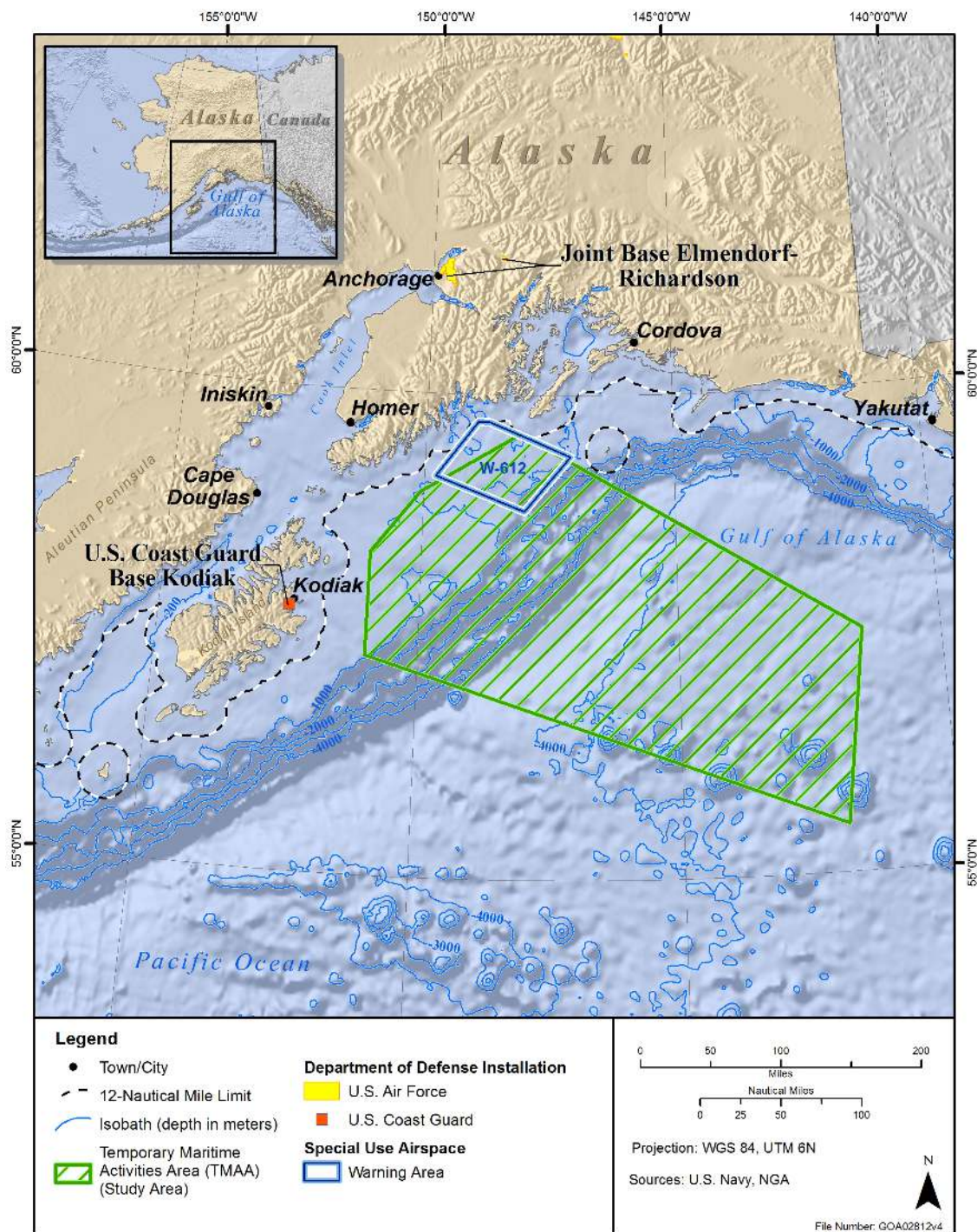
Training Item		Hazardous Constituent				
		Heavy Metal	Propellant	Battery	Explosive	Pyrotechnic
Missiles	AIM-7 Sparrow missile	✓	✓	✓	✓	
	AIM-9 Sidewinder missile	✓	✓	✓	✓	
	AIM-120 Advanced Medium-Range Air-to-Air Missile (AMRAAM)	✓	✓	✓	✓	
	Standard Missile-1	✓	✓	✓	✓	
	AGM-65 Maverick	✓	✓	✓	✓	
	AGM-84 Harpoon	✓	✓	✓	✓	
	AGM-84K Standoff Land Attack Missile – Expanded Response (SLAM-ER)	✓	✓	✓	✓	
	AGM-88 High Speed Anti-Radiation Missile (HARM)					
	AGM-114 Hellfire	✓	✓	✓	✓	
	AGM-119 Penguin					
Bombs	BDU-45 Practice (inert) ²	✓			✓	
	MK-82 500-pound (lb) bomb (192.2 Net Explosive Weight [NEW]), HE ³	✓			✓	
	MK-83 1,000-lb bomb (415.8 NEW), HE ³	✓			✓	
	MK-84 2,000-lb bomb (944.7 NEW), HE ³	✓			✓	
Naval Gun Shells	5"/54-caliber (cal) gun shell (inert)	✓	✓			
	5"/54-cal gun shell (live)	✓	✓		✓	
	76- millimeter (mm) gun shell (inert)	✓	✓			
	76-mm gun shell (live)	✓	✓		✓	
	57-mm gun shell	✓	✓		✓	
	25-mm gun shell	✓				
	20-mm gun shell	✓				
Small Arms Rounds	0.50-cal machine gun	✓	✓			
	7.62-mm projectile	✓	✓			
Targets and Pyrotechnics	BQM-74E unmanned aerial target ⁵	✓		✓		
	LUU-28 paraflare ¹	✓				✓
	MK-58 Marine Marker ¹	✓				✓
	MK-39 Expendable Mobile Anti-Submarine Warfare Training Target (EMATT)	✓		✓		
Sonobuoys	SSQ-36 Bathythermograph (BT)	✓		✓		
	SSQ-53 Directional Frequency Analysis and Recording (DIFAR)	✓		✓		
	SSQ-62 Directional Command Activated Sonobuoy System (DICASS)	✓		✓		
	SSQ-77 Vertical Line Array Directional Frequency Analysis and Recording (VLAD)	✓		✓		
	SSQ-110A Extended Echo Ranging (EER)	✓		✓	✓	
Torpedoes	MK-48 Advanced Capability (ADCAP) torpedo	✓	✓	✓	✓	
Chaff	ALE-43 Dispenser (Aluminized glass roll) ⁴				✓	



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Map of the TMAA* (Temporary Maritime Activities Map)

*exact locations of training exercises are classified



**CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 15-07**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,
ALASKA, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA TO APPROPRIATE TWENTY-ONE THOUSAND FOUR HUNDRED DOLLARS FOR
EDITING AND UPDATING TITLES 16, 17, AND 18 OF THE CORDOVA MUNICIPAL CODE**

WHEREAS, the City of Cordova's Planning Commission has determined that editing and updating Titles 16, 17 and 18 of the Cordova Municipal Code is beneficial to the City and the citizens of Cordova; and

WHEREAS, the City of Cordova's Planning Commission understands that the City currently faces a budget challenge; and

WHEREAS, the Planning Commission feels that the benefits of a clear and updated code would allow for future development and investment in the community.

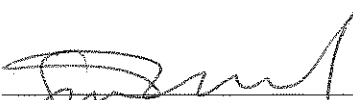
NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend to the City Council of the City of Cordova, Alaska to appropriate twenty-one thousand four hundred dollars for editing and updating Titles 16, 17, and 18 of the Cordova Municipal Code.

PASSED AND APPROVED THIS 14TH DAY OF APRIL, 2015



John Greenwood, Chair

ATTEST:



Samantha Greenwood, City Planner

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

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

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

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

Thanks,

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

**CITY OF CORDOVA, ALASKA
ORDINANCE 1124**

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

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

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

18.39.090-Required off-street parking and loading

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

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

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

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

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

PASSED AND APPROVED THIS 6th DAY OF MAY, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

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

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

18.72.080 - Effective date.

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

(Prior code § 15.223 (G)).

Susan and Sam,

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

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

Thanks,

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

**CITY OF CORDOVA, ALASKA
ORDINANCE 1125**

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

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

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

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

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

18.48.060 - Off-street parking requirements.

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

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

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

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

18.48.080-Commission reduction of parking spaces

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

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

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

PASSED AND APPROVED THIS 6th DAY OF MAY, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

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

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

18.72.080 - Effective date.

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

(Prior code § 15.223 (G)).

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

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 shall refer a letter of interest from a qualified interested party to the city planner. If the city planner finds that the real property is available for lease or purchase, the city planner shall schedule the letter of interest for review by the planning commission.
- 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 6th DAY OF MAY, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Memorandum

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

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 6th 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 1st, 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

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.

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 1st 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.

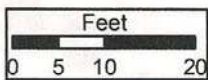
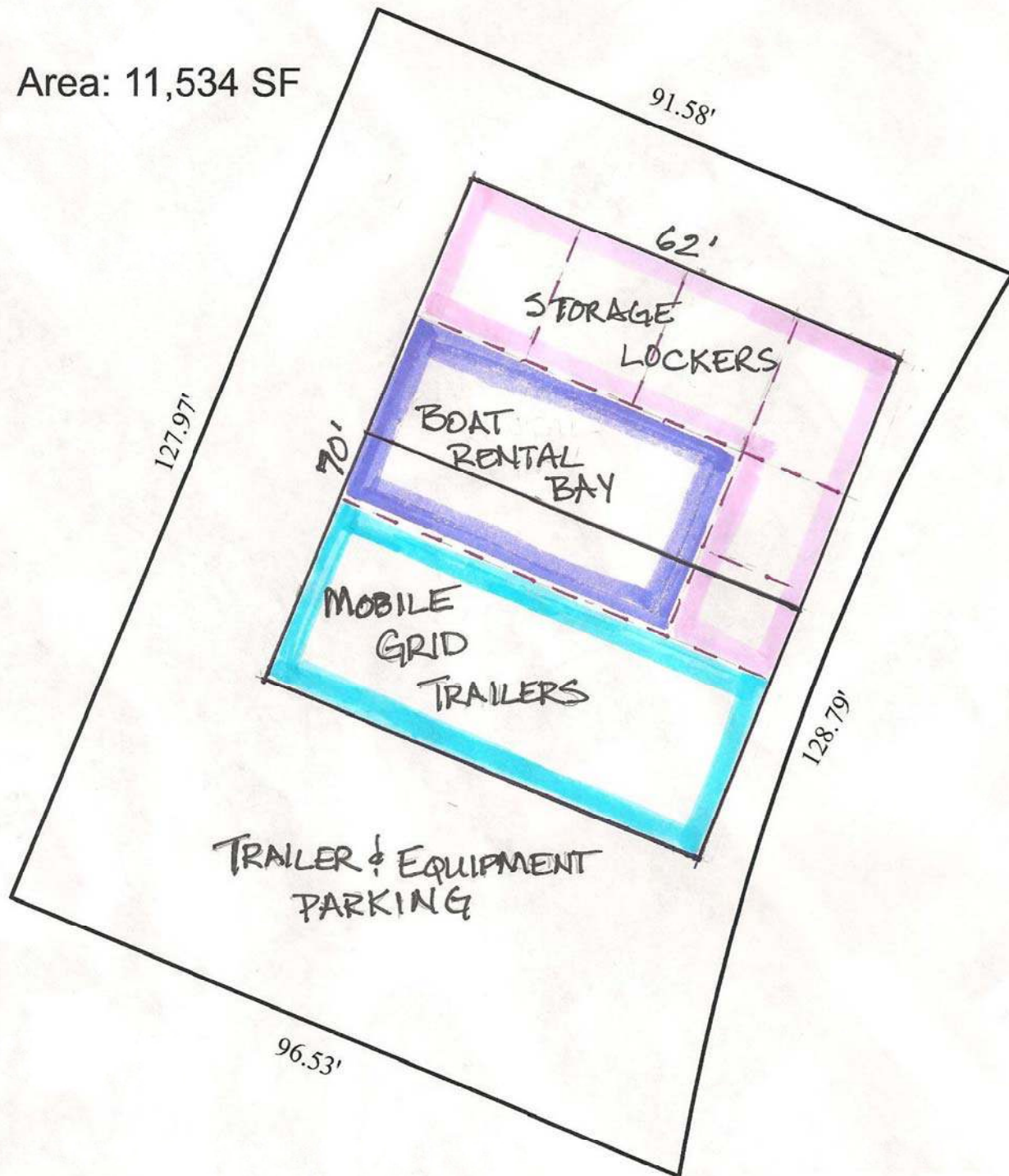
The North Fill was originally created for precisely this type of development. Lot 2 of Block 7 is an **essential** component to the future of our business. There is virtually no alternative property in the area to relocate to – losing it would force us to liquidate the majority of our equipment and assets. 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: 4/8/2015
Re: Tideland Acquisition

PART I – GENERAL INFORMATION

Planning staff submitted an application to the State of Alaska in December 2014 requesting the tidelands adjacent to ATS 220. The area requested is depicted in Attachment A.

The State has been in correspondence with planning staff and has stated that the area of approximately 6.5 acres containing the Harbor will move forward to agency review. The remaining area requested of approximately 43.5 acres needs to meet Alaska Statute 38.05.825(6)(A) which states “land is required for the accomplishment of a public or private development approved by the municipality.” Staff had a teleconference with the State and they have indicated that a resolution approved by the municipality may fulfill this requirement.

PART II – STAFF RECOMMENDATION

Staff recommends approval of Resolution 05-15-23

PART III– SUGGESTED MOTION

“I move to approve Resolution 05-15-23.”

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-15-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
REQUESTING CONVEYANCE OF APPROXIMATELY 50 ACRES OF TIDELANDS FROM
THE STATE OF ALASKA FOR THE ACCOMPLISHMENT OF PUBLIC AND PRIVATE
DEVELOPMENT APPROVED BY THE MUNICIPALITY**

WHEREAS, the City of Cordova has submitted a request for the conveyance of approximately 50 acres of tidelands located adjacent to tidelands owned by the City; and

WHEREAS, in order for the State of Alaska to convey the tidelands, the City of Cordova must meet Alaska Statute 38.05.825(6)(A): “land is required for the accomplishment of a public or private development approved by the municipality;” and

WHEREAS, the City of Cordova requires the tidelands for the accomplishment of public and private development; and

WHEREAS, the requested tidelands would be zoned in either the Waterfront Commercial Park District or the Waterfront Industrial District due to its location within the City of Cordova; and

WHEREAS, in both of these zoning districts, all development is subject to a Site Plan Review which requires approval by the City Council of Cordova.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby requests conveyance of approximately 50 acres of tidelands from the State of Alaska for the future accomplishment of public and private development approved by the municipality.

PASSED AND APPROVED THIS 6th DAY OF MAY, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

CITY OF CORDOVA, ALASKA PROCLAMATION

PROCLAMATION OF APPRECIATION TO BRET BRADFORD

I, **Mayor James Kacsh**, do hereby issue this Proclamation of Appreciation to **Bret Bradford** for his countless valuable contributions to the City of Cordova

WHEREAS, Bret Bradford was initially elected to City Council Seat D in March 2009 and then re-elected in March 2012; and

WHEREAS, Bret Bradford, a longtime Cordova resident and father to school-aged children in Cordova, championed recreation for Cordovans of all ages as Council representative to the Parks and Recreation Commission in 2009, 2010 and 2011 and then championed education as Council representative to the Cordova School Board in 2012, 2013 and 2014; and

WHEREAS, Bret Bradford worked diligently to coordinate a successfully implemented management contract with Providence at the Cordova Community Medical Center in his secondary role as a member of the Community Health Services Board – a position he had held since 2012; and

WHEREAS, Bret Bradford has not ceased in his civic-minded endeavors and recently won election to the Cordova School Board where he will continue his representation of Cordovans.

NOW, THEREFORE BE, IT PROCLAIMED that the Mayor, the City Council members and citizens of Cordova do hereby express their sincere appreciation to **Bret Bradford** for the selfless devotion of his time and effort while serving as City Council member, Parks and Recreation Commission member, Health Services Board member and now as School Board member for the City of Cordova, Alaska.

BE IT FURTHER PROCLAIMED that all who shared the table with him will forever be grateful for **Bret Bradford's** thoughtfulness, kindness, insightful probing of issues and pleasant demeanor while deliberating, discussing and contemplating difficult decisions for the betterment of Cordova, Alaska.

SIGNED THIS 6th DAY OF MAY, 2015


James Kacsh, Mayor



CITY OF CORDOVA, ALASKA PROCLAMATION

PROCLAMATION OF APPRECIATION TO HAYLEY HOOVER

I, Mayor James Kacsh, do hereby issue this Proclamation of Appreciation to *Hayley Hoover* for her valuable contributions to the City of Cordova, Alaska

WHEREAS, *Hayley Hoover* was one of six citizens who expressed interest to the City Council in filling the vacancy in Council Seat E in September 2014; and

WHEREAS, *Hayley Hoover* was elected by the City Council to fill the vacancy and they entrusted her with the duty that they, themselves, had been elected by Cordova's citizens to fulfill; and

WHEREAS, *Hayley Hoover* researched and learned quickly the duties, requirements and responsibilities of City Council membership; and

WHEREAS, *Hayley Hoover* fulfilled her role by acting in a conscientious, astute and prudent way and by examining documents, materials and information placed before her in order to make important decisions concerning City business.

NOW, THEREFORE BE, IT PROCLAIMED that the Mayor, the City Council members and citizens of Cordova do hereby express their sincere appreciation to *Hayley Hoover* for the selfless devotion of her time and effort while serving as City Council member for the City of Cordova, Alaska.

SIGNED THIS 6th DAY OF MAY, 2015


James Kacsh, Mayor





Cordova Volunteer Fire Department

FIRE CHIEF MICHAEL HICKS

P.O. Box 304
Cordova, Alaska 99574
(907) 424-6117 or (907) 424-6100
Fax (907) 424-3473
email: fire@cityofcordova.net

April 15, 2015

Randy Robertson
City Manager

In accordance with article III, section I of our department constitution ("The Chief shall not take office until confirmed by authorities set up by the city ordinance") 3.20.020 – Fire Department Appointment of Officers and Members, we are requesting confirmation for the following newly elected officers as of April 9th 2015

Fire Chief- Michael Hicks
Deputy Fire Chief – Rob Mattson

Would you please include this as an action item for the next available Council meeting 2015.

Sincerely

Paul Trumblee
City Fire Marshal

**CITY COUNCIL REGULAR MEETING
APRIL 01, 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 April 01, 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 *Kristin Carpenter, Tim Joyce, Tom Bailer, Robert Beedle, Josh Hallquist, Dave Reggiani* and *James Burton*. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

D. APPROVAL OF REGULAR AGENDA

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

Vote on motion: 7 yeas, 0 nays. Motion was approved.

E. DISCLOSURES OF CONFLICTS OF INTEREST - none

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speaker – *John Bitney* was not yet on the line.

2. Audience comments regarding agenda items

Paul Swartzbart commented on agenda item 19, Resolution reimbursing Sheridan Alpine Association for Insurance paid. He spoke in favor of the resolution.

Karen Hallquist spoke in favor of the Parks and Recreation Commission resolution that recommends raising the pool temperature.

Sarah Phillips spoke in favor of the Parks and Recreation Commission resolution that recommends raising the pool temperature.

Erica Clark spoke in favor of the Parks and Recreation Commission resolution that recommends raising the pool temperature.

Mark Frohnappfel of 828 Woodland Drive spoke to item 23 said he was in favor of putting the management of the hospital out to RFP especially if Providence is only in favor of a consulting arrangement.

John Bitney, legislative lobbyist, was now present and reported that Juneau has been all about budget, he thanked all of those who testified at the LIO office, he said it made a difference and the latest is as follows: AMHS is looking at significant cuts. The Senate's version is different from the House's version so we will have to wait and see which one is the one in the end. He said it has been helpful to hear the community's testimony – it has an impact. *Bitney* went on to say that this is just the beginning of a trend and that next year more may be cut such as community jails. The goal for adjournment is the ninetieth day, April 19. There are three issues that will be part of the adjournment package – the gas pipeline, Medicaid expansion and the budget (obviously). The state will need to access the constitutional budget reserve in order to balance the budget due to the deficit that will be there both in the current fiscal year and the next fiscal year. A three-quarters vote of both the House and Senate will be required to do that.

3. Chairpersons and Representatives of Boards and Commissions (Harbor, HSB, Parks & Rec, P&Z, School Board)
Burton said Harbor Commission has a meeting scheduled for next week.

Carpenter reported for the HSB and said there are agenda items and discussions that will take place later in the meeting.

Wendy Ranney, the chair, reported that Parks and Rec is presenting a resolution to Council tonight, she added some supporting documents: a survey, some logs of pool temperature and other letters written. Per City Code, Parks and Rec is supposed to advise Council of what they hear. She said they have heard from many different user groups about the pool temperature and that is why they put forward the resolution. She also said that as a commission they are changing their focus a bit and are going to be researching alternative funding sources.

Bailer said Planning and Zoning met last night they took up the Waterfront Commercial Park District – good discussion on that, wordsmithing and some changes on that. They also put forward a land disposal for the breakwater fill lot. They will meet again to formalize more of those changes.

School Board – **Mayor Kacsh** mentioned that there is not a rep to School Board right now and we can discuss that at Pending Agenda and Calendar.

4. Student Council Representatives was not present.

G. APPROVAL OF CONSENT CALENDAR

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

Item 5 was pulled and placed as item 19a

~~5. Ordinance 1124 An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 18.39.090 to repeal subsection 18.39.090(A), which removes the requirement that parking areas and drives shall be limited to fifty percent of required front yards in the Waterfront Commercial Park district – 1st reading~~

6. Ordinance 1125 An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code chapter 18.48 to revise section 18.48.060 and add section 18.48.080 entitled commission reduction of parking spaces, to permit the Planning Commission to reduce the required number of parking spaces when it determines an unreasonable amount of parking spaces is required or a reduction is necessary to meet city development goals – 1st reading

7. Resolution 04-15-17 A resolution of the City Council of the City of Cordova, Alaska, approving the license for a mobile restaurant

8. Resolution 04-15-19 A resolution of the City Council of the City of Cordova, Alaska, authorizing the City to issue General Obligation Cordova Center bonds in the principal amount of not to exceed \$3,000,000 to provide funds for the planning, design and construction of the Cordova Center Project, fixing certain details of such bonds and authorizing their sale

9. Record unexcused absence of Council Member **Carpenter** from the March 18, 2014 Regular Meeting
Vote on Consent Calendar: 7 yeas, 0 nays. Beedle-yes; Hallquist-yes; Burton-yes; Joyce-yes; Carpenter-yes; Bailer-yes and Reggiani-yes. Consent calendar was approved.

H. APPROVAL OF MINUTES

M/Joyce S/Hallquist to approve the minutes.

10. 03-04-15 Regular Meeting Minutes

Vote on motion: 7 yeas, 0 nays. Motion was approved.

I. CONSIDERATION OF BIDS - none

J. REPORTS OF OFFICERS

11. Mayor's Report – **Mayor Kacsh** said he met with chairs of boards and commissions earlier this week – he will continue that monthly, he also testified on behalf of the community alongside many others concerning the budget and especially the Marine Highway proposed cuts.

12. Manager's Report – **Robertson** said he advised them in his weekly report that there may be a minor relief in the walls of the Capitol concerning Timber Receipts. He doesn't want anyone to be overly optimistic though. **Robertson** praised **Malvin Fajardo** and his crew as they located a huge water leak while

doing some work over on Nicholoff. **Robertson** handed Council a draft water plan as we enter the season having had very little snow. He would like an agenda item for discussion on April 15 concerning this.

a. Cordova Center update report – including financial summary

Rich Rogers reported that the schedule is tight, Dawson is preparing a new critical path schedule for us in the next week or ten days. Pay request #4 was received today for about \$800K. Pay request #5 (month of March) should be to us by Friday or Monday. Council questions: **Bailer** said on the financial, he is looking for a total of what we have into it. He had a financial that he brought with him which was a June 25, 2014 financial and he said he's confused. The expenses on his document were the same as the one in the packet. **Robertson** said he couldn't answer that question without having the June 25, 2014 numbers in front of him. **Carpenter** said that if staff had been given this question ahead of time they could have looked into it and had the answer tonight. **Hallquist** asked if there were any other change orders from Dawson besides the louvers. **Rogers** said there are other smaller ones that arise from RFIs, we haven't dealt with them all yet. **Joyce** reported as a representative from the Cordova Center Committee and said they have recently learned of the interest money from the EVOS TC grant. The amount is uncertain but there may be an additional \$800K or so that will be available to the project. Other good news is that EDA has asked us to submit another request for a grant which could be \$500K or more. **Joyce** also spoke to some recent big donations especially last Wednesday, Lynden donated \$25K and they had already donated \$20K in in-kind freight costs; at the same time **Jim** and **Vicky Janssen**, the owners of the company also donated personally, \$25K. **Joyce** said we absolutely have **Jim Holley** to thank for these donations and for his great work promoting the Cordova Center and his fundraising assistance. We have a good corporate neighbor in Lynden Transport – they see this as economic development and are, therefore, interested in donating to it and promoting the Cordova Center. **Mayor Kacsh** asked **Rogers** the time frame on the windows replacement. **Rogers** said start windows install on May 3, Dawson anticipates 2 a day with 50 windows to do, six day work-week. So a four or five week timeline.

13. City Clerk's Report – **Bourgeois** said she had a written report in the packet. There were no questions for the Clerk.

K. CORRESPONDENCE

14. Thank You note to City from CDFU 03-13-15

15. Letter from Karen Hallquist in re Parks and Rec Resolution 03-11-15

16. Letter from Senator Lisa Murkowski 03-05-15

17. Letter from Director of Boards and Commissions in Governor's Office 03-16-15

18. Letter from Governor Bill Walker 03-18-15

L. ORDINANCES AND RESOLUTIONS

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

M/Carpenter S/Beedle to approve Resolution 04-15-18 A resolution of the City Council of the City of Cordova, Alaska, authorizing amendment to the FY15 budget and authorizing the transfer of prior appropriations in the amount of \$10,600 to reimburse Sheridan Alpine Association for insurance.

Carpenter said both the ski hill and the pool are critical recreational assets for this town and not very many communities have these facilities. **Beedle** said if it's in the contract then we are obligated. **Bailer** read this as we still have the option to reimburse if they come and ask – he will not support this. **Beedle** said he would support it but wants to make clear to everyone that next year will be a lot tougher.

Vote on motion: 6 yeas, 1 nay (Bailer). Motion was approved.

19a. 5. Ordinance 1124 An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 18.39.090 to repeal subsection 18.39.090(A), which removes the

requirement that parking areas and drives shall be limited to fifty percent of required front yards in the Waterfront Commercial Park district – 1st reading

M/Carpenter S/Reggiani to approve Ordinance 1124 an ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 18.39.090 to repeal subsection 18.39.090(A), which removes the requirement that parking areas and drives shall be limited to fifty percent of required front yards in the Waterfront Commercial Park district.

Carpenter said she moved this in order to hear discussion because she knows that Council received an email from a Planning and Zoning Commissioner who thought that a variance could handle this. **Joyce** said that City Planner **Greenwood** explained to the council last time that a variance would not work in this sort of instance.

Vote on motion: 7 yeas, 0 nays. Motion was approved.

M. UNFINISHED BUSINESS

20. Disposal of current Library and Museum property

Mayor Kacsh said this would be a good opportunity for Council to discuss whether they want to see certain criteria on this RFP. **Bailer** said Planning and Zoning had taken this up quite awhile ago and there was discussion of taking the middle part of the building out and selling each building separately and/or tearing them down and making more City parking. There were pros and cons discussed for each option. **Beedle** said he would like to see it kept as a business district as we need more economy in this town – something to generate sales tax. **Joyce** said he believes that this is what it is zoned for, it will be sold (it was very clear in the past, all discussions led to that) and it is in the business district. **Beedle** wanted to get moving on this and turn it over before the first of next year. **Reggiani** asked **Mayor Kacsh** what his plan was, as he put this item on tonight's agenda. Council members chimed in that they were in agreement that the process gets started for the disposal of this building. The consensus was to put it out for proposals. Someone might have a plan for using the building but someone else might have a plan to buy the building only and move it, make a warehouse out of it elsewhere, etc.

21. Lease with Option to Purchase for Mobile Grid discussion of terms

The City Planner brought this forward to get Council input on the terms of the lease before it came to them for action. **Greenwood** said this is a lease/option and the buyers, **Schultz**, have word from their 2 lenders that they are ok with the written document but there will have to be a formal review of the boards of those lending entities. So, before it goes in front of all these others for review, she wanted to ensure that Council was ok with the terms as presented.

N. NEW & MISCELLANEOUS BUSINESS

22. Parks and Recreation Commission Resolution of February 18, 2015

Joyce said this is an operational thing, not something for Council action at this time. He also said that unfortunately, next year will be a really tight budget and Parks and Rec and the pool might be the low hanging fruit that really gets scrutinized. **Mayor Kacsh** agrees this is a staff decision. This was done as a cost-saving measure. However, this was done appropriately; the community went to the Parks and Rec Commission and the Commission in turn made a recommendation to Council; that's what they do. **Beedle** said this was done in the past (i.e. lowering the pool temp), but there was a lot of public input ahead of time; this time that wasn't the case. He believes we should find the money and turn the temp back up. **Bailer** said he appreciates the Mayor's words. This is an operations and maintenance issue. To him, communities need to provide certain things, pool is right up there high on the list in Cordova. He thinks we could probably find the money to make this happen. **Hallquist** said that the pool funding was similar to past years – he believes they have the money already to make this happen. **Reggiani** said he agrees that this is operational not policy, Council weighs in by passing the budget. He is a bit confused because Council's action in passing the budget meant that policy-wise they hoped for things to remain the same and they haven't seen any request for additional funding or the need for that. **Joyce** opined that council and staff should be anticipating other revenue shortfalls and therefore, approach that by taking advantage of cost-saving

measures, now. **Carpenter** said that every year when we go through budget, people say cut the fat and here we have staff taking the initiative to do just that and maybe it worked and maybe it didn't but I feel like Council isn't supporting them and they are doing their best with public resources. **Robertson** said this has taken an exorbitant amount of his time and truthfully, he doesn't care, 81, 82, no difference to him. Has there been a cost savings, he says yes. Can he tell exactly how much, he said no. He said he was challenged early on to find ways to save money, he was told and he agrees, just because you have a budget doesn't mean you shouldn't be trying to come in lower, you should be trying to approach it with cost saving measures. **Burton** would agree with a solution that includes something like a waste oil burner. **Hallquist** said he would like to make a motion to direct staff to raise the temperature of the pool to 82 degrees. **Joyce** thought it wasn't Council's place to do that. **Reggiani** said there is nothing for Council to do as far as budget until a budget amendment comes before them. **Robertson** said our approach has been anticipatory; he agrees with **Mr. Reggiani**.

23. Hospital Management discussion (may be discussed after executive session item below)

It was determined to move this item to after the executive session.

24. Discussion of Cordova Municipal Code 3.12.035 Meetings – Agenda

After some discussion, Council directed staff to come back with an ordinance clarifying the language regarding meeting agenda item deadlines. City Clerk **Bourgeois** said she would write an ordinance for the April 15 meeting amending 3.12.035.

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

Mayor Kacsh led a discussion regarding Council members sitting on boards and commissions. At this time we don't have anyone assigned to attend as a liaison to the school board. **Mayor Kacsh** suggested that we split it up and different members can attend over time. **Bailer** said he would attend the next school board meeting. Monday April 20, City Attorney **Holly Wells** will give a 2-3 hour training we can invite other board and commission members. Then with the off-site meeting having been cancelled, **Wells** would also spend some time with just City Council going over some of the bigger items she would have spoken about then. There was also consensus that there should be an agenda item on April 15 regarding a discussion of disposal of the City Hall building. **Beedle** suggested the formation of an economic development committee – he suggested this as an agenda item for next meeting.

O. AUDIENCE PARTICIPATION

Jim Holley thanked Tim for his kind words earlier in the meeting, thanked him for recognizing Lynden Transport. He said that we are so gung ho about this now because everything is in place to finish this thing. He thanked **Rich Rogers** and **Weston Bennett** and **Randy Robertson** especially.

Wendy Ranney said as far as the Parks and Rec commission – we brought that to you because we thought that was our role, to bring recommendations to Council from the public. We have changed our meeting structure; we are meeting once a month and we have a standing agenda item that is other revenue sources for Parks and Rec. She also wanted to comment that recently she brought 9 nine-year-old scouts for a tour of the Cordova Center and she wanted to thank **Weston Bennett** for that.

Alice Grimwood commented that the current lifeguards are not responsible for cleaning and when she did it seven years ago, they were. Currently the city has hired a janitor to do the cleaning and it would be a cost savings to go back to making it a part of the lifeguard's duties.

Jennifer Gibbens complimented the CVFD for their recent rescue. She wanted to remind Council that for many years now the Chamber has advocated that when this building is gone that we maintain the retail, pedestrian-friendly character of Main Street. She said that from tonight's conversations it does seem as though Council is in agreement with that. She also wanted to thank **Kristin Carpenter** tonight for complimentary words for City staff.

P. COUNCIL COMMENTS

26. Council Comments

Bailer would prefer we look into used-oil burner for the pool instead of a feasibility study for wood-fired burner.

Beedle thanked the public for attending tonight.

Carpenter thought that procedurally we might consider letting each council member speak once to an item before some of them get in three or more comments.

Joyce thanked ASLN for putting them on tv and KLAM for the radio coverage as well.

Q. EXECUTIVE SESSION

M/Reggiani S/Joyce to recess for a few minutes at 9:57 pm.

With no objection the meeting was recessed until 10:02 pm.

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

Vote on motion: 7 yeas, 0 nays. Motion was approved.

20. Attorney update on settlement

21. City Employees Union contract negotiations

The Council was in executive session from 10:02 pm until 10:27 pm. Mayor Kacsh said no action was taken and direction was given to the City Attorney. The City Manager, City Clerk, City Attorney and Hospital Administrator, Stephen Sundby were present in the executive session.

23. Hospital Management discussion – **Mayor Kacsh** said the meeting with Providence on March 18 was such that Council expressed differing viewpoints and there were mixed messages. **Carpenter** thought we wanted to look at somehow blending the two between a management agreement and a consulting agreement – to bridge the gap. **Reggiani** said we are running out of time. By sending out the RFP we could maybe get back a proposal that is a blending of the two. He thinks management is what we want. **Joyce** said we have to have the charter change first. Then ordinances would be drafted and it will be August before that's all in place. He was of the opinion that he would like to negotiate a lot harder with Providence before the RFP goes out. **Burton** said he is ok with a blended approach as long as it can span the 16 – 18 months to get **Sundby** through PERS issue and then we'd get to a management agreement. **Joyce** agreed with that. **Bailer** and **Reggiani** both expressed that they wanted management above all and they would be ok if it weren't Providence, but management was key. **Bailer** wanted to know if the whole council was on board that the ultimate goal is management. **Carpenter** said in 18 months, yes.

Robertson asked for clear Council guidance, because we are running out of time. The direction was for **Robertson** to work on honing the RFP.

R. ADJOURNMENT

M/Burton S/Bailer to adjourn. Hearing no objections the meeting was adjourned at 10:50 pm.

Approved: May 6, 2015

Attest: _____
Susan Bourgeois, CMC, City Clerk

**CITY COUNCIL PUBLIC HEARING
APRIL 15, 2015 @ 6:45 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council public hearing to order at 6:50 pm on April 15, 2014, in the Library Meeting Room.

B. ROLL CALL

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

C. PUBLIC HEARING

1. Ordinance 1123 An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova municipal code sections 18.35.010, 18.35.020, 18.35.030, 18.35.040 and 18.35.050 and enacting Cordova municipal code section 18.35.035 conditional uses in the blue zone.

Mayor Kacsh opened the hearing up for public comment; there was no public comment.

M/Reggiani S/Joyce to recess until 6:57 pm.

Hearing no objection, the Public Hearing was adjourned.

At 6:59 pm *Mayor Kacsh* called the public hearing back to order and asked if there was any further public comment. There was none.

D. ADJOURNMENT

M/Reggiani S/Beedle to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 7:00 pm.

Approved: May 06, 2015

Attest: _____
Susan Bourgeois, City Clerk



6 May 2015

Cordova Center Progress Update

SCHEDULE

- Currently Steel, Case work, Remaining Drywall and Tape, Windows Removed
- 01 May Core y Wall MRV Arc hite c ts Onsite
- 07 May Paul Voelckers MRV Arc hite c ts Onsite
- 11 May Start Windows Install
- 20 May Eleva tor Install
- 09 July Substantial Completion
- Aug / Sep Move In
- 30 Sep-02 Oct Host State Conference

CONSTRUCTION

- See Weston's Weekly Construction Update (emailed out every Weds)
- To 01 May: 180 days / 249 days = 72% time spent ~\$6M / \$10M = 60% money spent
- Pay Request #6 (April) is expected this week estimated at \$1.2 m
- Yet to invoice for windows, cabinetry, lights, railings, elevator
- Submittals are current. 151 RFIs are current. No current open RFIs
- Watch List: 4" DI sanitary line, elevator mods, civil site design
- Windows for sale: 50 units, mostly de-glazed, will be advertised

CAPITAL CAMPAIGN

Total Cash Received in 2014 & 2015	\$ 243,045
Individuals (150+)	\$107,584
Businesses and Corporations (19)	\$113,550
Non-Profits/groups (7)	\$18,911
Total Pledges to Receive by 9/30/2015	\$11,540
Total in-kind donations	\$22,500
TOTAL Pledges, Cash & in-kind Donations 2014 & 2015	\$277,085

as of April 29, 2015

- Penny Drive Sponsored by Denise Olsen underway
- Local Mail-Out Donor and Pledge Drive – Week of April 29-May 2, 2015 (underway)

CORDOVA CENTER COMMITTEE

- Design Review Summary – Discussing Signage
- Accepted two proposals for Donor Art recognition
- Review of Draft rental fees for facility spaces
- Scheduled a Grand Opening Celebration for Saturday, October 10, 2015

---- End of Memo ----

*Memorandum for the Mayor and Council
From: R. Robertson
Subject : Breakwater Engineering charges
04/29/2015*

BACKGROUND:

At the last Council meeting you directed an examination into the Science Center's 8 April 2015 letter for reimbursement of \$9,263.75 paid for by the Center "... for the engineering that enabled the city to pursue and complete fill of Lot 1 Block 7A Tidewater Development Park."

As noted in the City Manager's Update #66, sent to you last Saturday, per your request I met with Mr. John Harvill, the Science Center's principal action officer to discuss this matter. Mr. Harvill advises the Science Center did indeed pay for those engineering services. At the first enclosure is a copy of Mr. Harvill's 20 March 2012 letter to Mayor Kallander outlining actions taken on the breakwater. At the bottom of page 68 he writes "DHI billed PWSSC the \$9,200, which they paid." Mr. Stavig also checked the city's financial files and there are no records of reimbursing either the Science Center or Mr. Harvill. The second enclosure is a copy of Dee High's 20 December 2011 bill.

The question has been raised of the city's costs associated with selling the breakwater to the Science Center. Without an elaborative search of attorney fees and associated staff time it would be extremely difficult to place a figure to those expenses. Suffice to say they are considerable.

RECOMMENDATION:

For the Council's consideration.

v/r

R. Robertson

Jim Kallander, Mayor City of Cordova, AK

March 20, 2012

You asked me to give you a report on my understanding of what transpired with the Corp Permit work on the breakwater fill and commitments made during the process.

When I first went on the PWSSC Board, I spent a lot of time reviewing documents, and it was obvious that PWSSC staff had not addressed their lease for Parcel Lot 1 Blk 1 next door to Ocean Beauty. Two full years had passed on the lease, nothing had been done, and the Board was not even aware of all the ramifications. When I brought it up at my first Board Meeting I was admonished for bringing up such a topic.

I had no idea it was a parcel that Ocean Beauty desired to expand their operation. PWSSC had violated the terms of the lease, since they failed to file a timely plot plan. I worked with the City and PWSSC to get them into compliance with a plot plan, so they could finalize the lease on Lot 1 Blk 1. PWSSC has until a year from this July to have the proposed \$8 million structure completed per their last year's Planning Commission presentation in order to be in compliance with the terms of their lease. Until April 2011 it was PWSSC's intent to build on Lot 1 Blk 1 per the lease agreement and plot plan with a possible extension into ATS 220. In April the City floated the idea of PWSSC walking from Lot 1 Blk 1, so Ocean Beauty could expand, and moving into the current City Hall. This idea was soundly rejected by PWSSC.

On Aug. 3, 2011 PWSSC addressed the City for Lot 1 Blk 1 and to expand the area to include the current PWSSC location, which PWSSC has leased from the City for the last 20 years for a dollar a year. On Aug. 16, 2011, there was a meeting with Nancy, RJ and me from PWSSC and Mark Lynch, Sam Greenwood and Dale Muma on expanding the current PWSSC location and possible filling all or part of the current PWSSC location area. During the meeting there was a concern with the Harbor Master's July 21, 2011 e-mail addressing the Harbor's need for the same area. Dale expressed a need to expand the harbor area and the area under the current PWSSC was the only likely area.

During that meeting RJ kept repeating that PWSSC had contributed jobs and millions of dollars to the City, and it was time for the City to step up and contribute since the City had done nothing to support PWSSC. That got Mark upset, and he explained to RJ that since he was manager he had bent over backward to help PWSSC who has not followed the terms of their lease, paid any taxes, rent, etc., all of which are expected from all other organizations. Realizing that PWSSC identity in the City was as I told the Board, Nancy asked me to pursue a deal with the City under the terms outlined above at the Aug 3 meeting.

On July 1, 2011 the State gave the City a \$1.5 million grant to build the Corp of Engineers approved jetty breakwater. In early Sept., you and I had the idea of expanding the Corp Jetty extension to fill the entire area under consideration, and you asked me to work with the City to finalize an Amended Corp permit which addressed additional fill. I had a meeting with Mark, Sam and Dale on Sept. 15th and finalized the basic concept idea. I was the only person from PWSSC present, and we discussed PWSSC walking from Lot 1 Blk 1 lease, working with the City to get the new Corp Permit, and the City selling PWSSC the new fill spot for the amount it cost to fill over the \$1.5 million dollar grant from the State. There was no discussion with any other PWSSC members to my knowledge, and any formal agreement was subject to PWSSC Board and City of Cordova City Council approval.

I presented the idea of the PWSSC moving to the new fill area at the Sept. 24, 2011, PWSSC Board Meeting and they fully agreed, but would not commit to walking from the Lot 1 Blk 1 parcel. On three additional occasions I addressed the issue of pursuing the finalization of the fill land purchase with the city and walking from the Lot 1 Blk 1, and Katrina and RJ refused to proceed with the land negotiations or agree to walk from Lot 1 Blk 1.

On Nov. 8, 2011 I made a presentation to the Planning Commission and was the only person in attendance other than the Commissioners. They approved the Motion to dispose of Lot 7A Block 14 Tidewater Development Park. On Nov. 16, 2011 I made a presentation to the City Council, and I was the only person who spoke on the agenda item. The agenda item 14, that the City dispose of Lot 7A Block 14 Tidewater Development Park for not less than fair market value as outlined in chapter 5.22.060 using disposal method #1 (negotiate an agreement with the person or entity who applied to lease or purchase the property) was approved by a 7-0 vote.

Between Sept. 20th and Nov. 21, 2011, I prepared a rough draft for the Corp permit and submitted it to all the PWSSC Board Members and City Staff requesting ideas and thoughts. I had input from Mark, Sam and Dale from the City, input from Chuck Meacham and Clarence Pautzke of the PWSSC Board, and input from PWSSC Staff, all of which were very helpful. I was going to use pictures I took from your helicopter, but RJ had already edited some aerial views for an earlier presentation on the Lot 1 Blk 1, so I asked him to make some modifications, and I used them in the application. When I had the total application approved by the PWSSC and the City, I made up a final draft and asked Fireweed Graphics to put them together for me, but PWSSC said they had the equipment to do the job, so they made up 20 copies.

I made three trips to Anchorage to meet with the Corp and visit with Mr. Dee High of DHI Engineering, all at my own expense, and no one attended any of the meetings except the one noted below with Riki. On Sept. 20th I met with Sharron Morgan, the District Manager of the Corp, and she was very helpful. She supplied me with all the necessary information and on several occasions help with the drafting of the Amended Corp Permit document. I stressed to her and others at the Corp that while I was preparing the documents, it the City's amended permit and Sam Greenwood in the City Planning department had the final say.

On Nov. 21, I met with Steve Lindamood of the Corp, and gave him the original and five copies of the final fill amended application from the City. Riki Leberman, who lives in Anchorage and is a PWSSC Board Member, requested to go with me, but she had nothing to do with the Corp permitting process or to contribute on the substance of the meeting.

After the meeting with Steve I had several phone calls and e-mails with him and Jack Hewitt, the final person to work on the City application, pushing them to get the final permit. The Corp requested a Certified Engineering report during those phone calls. To expedite the process I had my engineering firm, DHI, prepare the work, and I assured him I would pay him if no one else agreed to pay. I asked Leo Americus to help with survey base points and elevations, and used your boat the Miss Emily to do the depth findings. DHI billed PWSSC the \$9,200, which they paid. It is my belief this should be a City expense, and PWSSC should be reimbursed.

*

On the final day of the Corp comment period, the Audubon Society of PWS, which is headed by Mary Ann Bishop, an employee of PWSSC, issued a letter dated Jan. 23, 2012 to the Corp. This letter resulted in an extended delay in the permitting process, since it could not be processed during the publication period, and caused added conditions that will increase the overall construction cost on the fill project.

The low bidder Eagle Construction Co. at \$1.5 million was in line with the State grant that would have allowed the City to meet its commitments between the City and PWSSC. However, Eagle has a \$.5 million contingency clause believing the newly imposed conditions will add \$150,000 to \$400,000 to the construction cost to do the fill. We all are concerned that this cost overrun will jeopardize the entire project, and require the City to go back to the original Corp jetty project and not fill the entire area, or get a commitment from PWSSC to cover any cost over runs.

Other than the information mentioned above, no one from PWSSC besides myself was involved in the drafting of the final Corp Permit, City Applications or meetings and there were no formal commitments made by the City or PWSSC involving the permitting or fill area after completion, only verbal commitments. I believe the City has complied with all of their commitments having formal hearing processes on the sale and fill of the property. For reasons I do not fully understand, Katrina or RJ are not willing to negotiate the purchase per the City Council Nov. 16, understanding or agree to walk from Lot 1 Blk 1 per my understanding of the verbal commitments. On numerous occasions I asked them to proceed with finalizing the sales agreement that was approved by the City Council on Nov. 16th, but they refused.

In conclusion, it is my belief that the PWSSC could be a great asset for the community if they concentrated on scientific research, and the community should do all possible to help them in that direction. However as one past PWSSC Board Member put it, "The PWSSC lacks identity and as a result assumes the identity of its staff." Most of the PWSSC employees get involved in local environmental and community development issues and it appears to be at PWSSC's direction. The PWSSC Board does not fully understand its employee activities, but in a small town everyone knows it is the PWSSC identity, and as such the organization suffers as a result of the actions of its employees.

I hope this answers your questions, and if anyone disagrees with my assessment, I would appreciate discussing the issues with them.



John Harvill
P.O. Box 1569
Cordova, AK 99574
Phone: (907) 424-45412
e-mial: harvill@ctcak.net

Attachment B

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
Total Labor			8,719.25

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
Total Units		107.00

Total this task \$8,826.25

Task: 002 Coordination, Meetings & Correspondence

Professional Personnel

	Hours	Rate	Amount
High, Dee	3.50	125.00	437.50
Totals	3.50		437.50
Total Labor			437.50

614-08-

Total this task \$437.50

RECEIVED

JAN 06 2012

Total this invoice \$9,263.75

19485
12/20/2011
\$9,263.75

Tax ID

adm@dhialaska.com

68
FILL 2



City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6100
Fax: (907) 253-6120
Email: policechief@cityofcordova.net
Web: www.cityofcordova.net

CITY OF CORDOVA

Office of Chief of Police

From: Michael Hicks, Chief
To: Mayor and Council
Via: Randy Robertson, City Manager
Subject: 1st Quarter 2015 Police Report
Date: April 3, 2015

PERSONNEL:

Congratulations to Administrative Assistant Jessica Gallagher and her husband on their new baby girl Owynn!

We are almost fully staffed with the exception of Dispatch. We have lost two people this quarter and picked up one. We are still short staffed in this area.

PATROL:

The Cordova Police Department received a total of 280 calls for service during the 1st Quarter of 2015. Of those 280 calls, 67 were turned into investigative cases resulting in 19 arrests. The chart below shows you the difference in incidents over the past two years. These numbers suggest that although there are a lesser number of investigations reported, arrest numbers or solvability is on the increase.

Quarter	2013	2014	2015
1st Quarter	45	37	67
2nd Quarter			
3rd Quarter			
4th Quarter			
Total	45	37	67

The number of citations given during the 1st quarter has decreased by 1, giving us a total of 20 citations for the year. The majority (8) were parking related citations. Of the remaining 12, five were related to no insurance, and one abandoned vehicle, three for expired registration, and the remainder for minor traffic infractions. With summer approaching, our team will focus more on speeding violations and time limit parking in the business district. We will also be focusing heavily on consumption of alcohol and marijuana in public and violations related to illegal camping through the city.

Quarter	2013	2014	2015
1st Quarter	21	21	20
2nd Quarter			
3rd Quarter			
4th Quarter			
Total	21	21	20

The department issued 31 warnings during the 1st Quarter of 2015. The chart below is our comparison of warnings issued quarterly since 2013. Our officers are taking a more proactive approach to enforcement by educating the public, especially our younger drivers by issuing warnings where appropriate.

Quarter	2013	2014	2015
1st Quarter	59	22	31
2nd Quarter			
3rd Quarter			
4th Quarter			
Total	59	22	31

Dispatch:

The turnover in dispatch continues to be a problem as it has for many years. We have had two dispatchers move on to other things in the past three months. We just hired a new dispatcher last week and are still shorthanded by one. Training and recruitment continues.

JAIL:

Arrests are still on the increase from the previous 2 years. Good investigation techniques and vigilance by our officers is a contributing factor to this number. Our team is solving more criminal cases than in past years. The jail facility has logged 85.5 Man Days this year as compared to 29.5 Man Days for the same period as last year.

*** It should be noted that this is significant information considering the current \$110,000.00 budget cut by the state for FY16 and the proposed elimination of the state jail contract entirely in FY17 which would mean an additional loss of revenue to the city of approximately \$130,000.00 if enacted.***

Quarter	2013	2014	2015
1st Quarter	13	9	19
2nd Quarter			
3rd Quarter			
4th Quarter			
Total	13	9	19

TRAINING:

I have initiated an in-house 12-14 week Field Training Evaluation Program (FTEP) for three of our lessor experienced officers. The idea of the program is to reinforce the skills and training that they received during their basic training academies as we continue to move forward in the development of a highly trained, professional police force.

DMV:

The DMV office had 524 paid transactions this quarter by 937 customer's totaling \$27,762.00. \$6,113.80 of that was the city's share.

1 st Quarter	2014	2015
DMV Total	\$25,214.00	\$27,762.00
City Share	\$7,765.20	\$6,113.80
Transactions	442	524
Total Customers	967	937

In addition to DMV our team has processed 45 pet registrations as compared to 19 the previous year and 11 ATV registrations compared to 4 in FY14.

PROJECTS / EQUIPMENT:

We are working on providing Alert-Lockdown-Inform-Counter-Evacuate (ALICE) training to the schools and other public entities in an effort to make our community better prepared in the event of an active shooter incident. In addition to making our community safer, part of our goal is to conduct a full scale active shooter drill during the upcoming 2016 Alaska Shield Exercise. We are also working on cost effective ways to replace equipment and train personnel which is critical in light of the future economic outlook for the state and our community.

Also, beginning this past fall, our team has instituted a PFD garnishment program to recover funds owed to the city for fines from unpaid citations. Although we have not received any payments since January of this year, the program has netted approximately \$15,000.00 since its inception. Effective April 1, 2015 we may begin the process for what was not recovered last year and new default judgements for this year. The recovery period runs from April 1st through August 31st each year. Payouts to the city start on the first dividend payout day in October and then once a month thereafter. As a side note, the payout will be smaller this year due to less backlog of unpaid citations.

Drug Interdiction:

We are continuing to monitor the state's new marijuana and have been receiving guidance from the District Attorney's Office on how to enforce this ever changing and very fluid process. Our officers will be focusing on public education. We will write citations and pursue criminal charges when necessary.

Respectfully,

Mike Hicks
Chief

DATE: 4/22/15
TO: CORDOVA CITY COUNCIL
MAYOR KACSH
RANDY ROBERTSON / CITY MANAGER
FROM: SUSAN HERSCHLEB / DIRECTOR OF PARKS AND RECREATION
RE: 1ST QUARTER REPORT 2015



Dear, Council, Mayor Kacsh and Randy Robertson;

BIDARKI:

At first glance Bidarki's 1st quarter 2015 revenue looks behind 2014. If you look closer however, you will see that the Bidarki is actually \$3,677 ahead of the 1st quarter in 2014.

We have always included Odiak Camper Park in our quarterly reports. In the first quarter Odiak Camper Park is not open to the public. In 2014 we were collecting past due accounts for summer 2013. A total of \$7,477.00 was collected in the 1st quarter of 2014 from tenants who stayed with us in 2013.

In the first quarter of 2015 we have only collected \$33.00 on behalf of Odiak Camper Park. We strictly enforced payment in full prior to December 30th 2014 in order for tenants to make reservations for summer 2015. The only area that is truly behind is Skaters Cabin; perhaps the addition of a new vault toilet will increase business!

- 2015 DROP INS: + \$351.00
- 2015 PASSES: + \$2,705.00
- 2015 PROGRAMS: + \$401.00
- 2015 total revenue increase 1st quarter: + \$3,677.00
- 2015 USAGE INCREASE: + 1,496 MORE VISITS RECORDED!

POOL:

The pool is ahead as well! We can compare the first quarter in 2014 and 2015 fairly, no closures and both years reflect usage AFTER the addition of the saline system.

- 2015 DROP INS: +\$279.00
- 2015 PASSES: +\$755.00
- 2015 USAGE INCREASE: + 1,432 MORE VISITS RECORDED!

POOL AND BIDARKI 1st quarter membership info:

- 2015 1st BIDARKI CURRENT MEMBERS: #580
- 2015 1ST QUARTER COMBO PASSES: #138
- 2015 1ST QUARTER POOL MEMBERS: #50
- 2015 1st QUARTER REVENUE – POOL PASS TOTAL: **\$1,190.00**
- 2015 1ST QUARTER REVENUE – BIDARKI PASS TOTAL: **\$7,687.00**

-Susan E. Herschleb

Director of Parks and Recreation
City of Cordova

City of Cordova - Parks and Recreation Dept.

Bidarki Rec. Center 1st Quarter 2015

1st Quarter Revenue 2015

Month	Drop in	Passes	Programs	S.Cabin	Odiak	Other	Total
January	\$ 368.00	\$5,375.00	\$ 185.00	\$ 75.00	\$ -	\$ 670.00	\$ 6,673.00
February	\$ 260.00	\$ 890.00	\$ 1,085.00	\$ 255.00	\$ 11.00	\$ 95.00	\$ 2,596.00
March	\$ 379.00	\$1,422.00	\$ 20.00	\$ 75.00	\$ 22.00		\$ 1,918.00
Total	\$1,007.00	\$7,687.00	\$ 1,290.00	\$ 405.00	\$ 33.00	\$ 765.00	\$11,187.00

1st quarter attendance

	sign ins	Programs	other	
Jan	2575			2575
Feb	2562			2562
March	1670			1670
Total	6807	0	0	6807

City of Cordova - Parks and Recreation Dept.

Bidarki Rec. Center 1st Quarter 2014

1st Quarter Revenue 2014

Month	Drop in	Passes	Programs	S.Cabin	Odiak	Other	Total	Pool
January	\$ 143.00	\$2,080.00	\$ 455.00	\$ 250.00	\$4,951.00		\$ 7,879.00	
February	\$ 128.00	\$1,900.00	\$ 430.00	\$ 185.00	\$ 466.00	\$ 75.00	\$ 3,184.00	
March	\$ 385.00	\$1,002.00	\$ 4.00	\$ 440.00	\$2,444.13		\$ 4,275.13	
Total	\$ 656.00	\$4,982.00	\$ 889.00	\$ 875.00	\$7,861.13	\$ 75.00	\$15,338.13	

1st quarter attendance

	sign ins	Programs	other	
Jan	1698			1698
Feb	1634		335	1969
March	1644			1644
Total	4976	0	335	5311

City of Cordova - Parks and Recreation Dept.
Bob Korn Pool 01 Quarter 2015

01 Quarter Revenue 2015

Month	<i>Drop in</i>	<i>Passes</i>	<i>Cmb Passes</i>	<i>Rentals</i>	<i>Programs</i>	<i>Other</i>	Total
January	\$ 490.00	\$ 335.00	\$ 320.00	\$ 325.00			\$ 1,470.00
February	\$ 463.00	\$ 290.00		\$ 50.00			\$ 803.00
March	\$ 556.00	\$ 245.00		\$ 375.00			\$ 1,176.00
Total	\$ 1,509.00	\$ 870.00	\$ 320.00	\$ 750.00	\$ -	\$ -	\$ 3,449.00

01 Quarter Attendance 2015

	Jan.	Feb.	Mar.	TOTAL
Am Lap/Ex	157	132	96	385
Noon Lap/Ex	74	52	78	204
PM Lap/Ex	138	113	128	379
AM Ex/Lap	11	14	23	48
PM Ex/Lap	42	64	61	167
Fam Open	89	67	52	208
Sat Lap/Ex	23	13	16	52
Sat Open	84	90	70	244
Sat Tot	148	95	125	368
Sun Lap/Ex	23	28	36	87
Sun Open	59	88	73	220
Fri Open	50	3	21	74
Mon Tot	43	43	57	143
Fri Tot	53	43	128	224
Addition Open			97	97
TOTAL	994	845	1061	2,900

City of Cordova - Parks and Recreation Dept.

Bob Korn Pool 01 Quarter 2014

01 Quarter Revenue 2014

Month	Drop in	Passes	Cmb Passes	Rentals	Lessons	Other	Total
January	\$ 470.00	\$ 350.00					\$ 820.00
February	\$ 186.00	\$ 70.00		\$ 450.00			\$ 706.00
March	\$ 582.00	\$ 15.00		\$ 275.00			\$ 872.00
Total	\$ 1,238.00	\$ 435.00	\$ -	\$ 725.00	\$ -	\$ -	\$ 2,398.00

01 Quarter Attendance 2014

Month	AM-Lap	Noon Lap	PM Lap	AM-Ex	PM-Ex	Fam Open	Sat Lap	Sat. Open	Tot	Sun Lap	Sun Open	Total
January	117	80	75	27	9	95	14	73	81	28	97	599
Feb.	51	70	68	9	35	61	8	48	41	5	45	396
March	0	100	62	0	60	71	13	88	69	10	68	473
Total	168	250	205	36	104	227	35	209	191	43	210	1468

1/14/14 PM Exercise Class was cancelled due to low attendance and evening lap swim on Tuesday and Thursday nights were cancelled to try to save money in our temporary funds budget. 2/18/14 AM exercise class was cancelled due to low attendance and AM lap swim was cancelled due to no lifeguard availability, and the afternoon lap swim was extended from 10:30-12:00. Due to patron interest we added back Tuesday and Thursday evenings with a combined lap swim and exercise class. Due to the AM exercise class not happening the PM exercise class was well attended during this time. There were some complaints from the PM lap swimmers about the exercise class being distracting during their swims and not having enough lap swim space at times. 4/16/14 we added AM lap swim back to the schedule because of the high interest in having lap swim during this

MEMBER TOTALS

Active Members: 498
Inactive Members: 82
Total Members: 580

Responsible Members: 106
Dependent Members: 231

MEMBERSHIP PLANS - All Members

Membership Plan	12-Month	6-Month	3-Month	1-Month	EFT-CC	EFT-Bank	Other	TOTAL
20% off - Annual	53	.	.	.	.	.	.	53
20% off - Annual	14	.	.	.	.	.	.	14
20% off - Annual	4	.	.	.	.	.	.	4
20% off - Annual	12	.	.	.	.	.	.	12
20% off - Annual	39	.	1	.	.	.	.	40
20% off - Annual	.	.	.	.	.	.	.	.
Adult Month Bida	.	.	.	3	.	.	.	3
Adult Month Comb	.	.	.	1	.	.	.	1
Adult Month Pool	.	.	.	11	.	.	.	11
Annual Adult Bid	21	1	.	1	.	.	.	23
Annual Adult Com	8	.	.	.	.	.	.	8
Annual Bidarki *	29	.	.	.	.	.	.	29
Annual Combo *Sp	24	.	.	.	.	.	.	24
Annual Combo Pas	2	.	.	.	.	.	.	2
Annual Family Bi	1	.	.	.	.	.	.	1
Annual Family Co	25	.	.	.	.	.	1	26
Bidarki Employee	1	.	.	.	.	.	.	1
City Employee An	40	.	.	.	.	.	.	40
Family Month Bid	.	.	.	2	.	.	.	2
Family Pass Depe	225	.	.	.	.	.	.	225
Month Bidarki *S	.	.	.	5	.	.	.	5
Month Combo *Spe	.	.	.	1	.	.	.	1
Month Family Com	.	.	.	.	.	.	.	.
Programs	.	.	.	5	.	.	.	5
Seasonal Summer	3	.	.	.	.	.	.	3
Seasonal Summer	2	.	.	.	.	.	.	2
Seasonal Summer	.	.	.	.	.	.	.	.
Seasonal Summer	2	.	.	.	.	.	.	2
Summer Week Comb	.	.	.	.	.	.	.	.
Summer Week Memb	.	.	.	.	.	.	.	.
USCG SYCAMORE	.	.	1	.	.	.	.	1
Winter Seasonal	1	1	.	.	.	.	.	2
Winter Seasonal	.	3	.	.	.	.	6	9
Winter Seasonal	.	3	.	1	.	.	1	5
Winter Seasonal	2	.	.	.	.	.	.	2
Winter Week Comb	.	.	.	.	.	.	.	.
Winter Week Memb	.	.	.	.	.	.	9	9
Youth Bidarki	6	.	.	.	.	.	.	6
Youth Combo	9	.	.	.	.	.	.	9
TOTALS	523	8	2	30	.	.	17	580

Membership Plan Aging for 498 Active Billing Members

Up-to-Date: 449 90%
1-30 days: 9 2%
31-60 days: 8 2%
61-90 days: 11 2%
91+ days: 21 4%



Regional Citizens' Advisory Council / "Citizens promoting environmentally safe operation of the Alyeska terminal and associated tankers."

In Anchorage: 3709 Spenard Road / Suite 100 / Anchorage, Alaska 99503 / (907) 277-7222 / FAX (907) 277-4523
In Valdez: P.O. Box 3089 / 130 South Meals / Suite 202 / Valdez, Alaska 99686 / (907) 834-5000 / FAX (907) 835-5926

MEMBERS

April 14, 2015

Alaska State
Chamber of Commerce

Joanie Behrends
P.O. Box 1461
Cordova, AK
99574

Chugach Alaska
Corporation

Dear Ms. Behrends,

City of Cordova

On behalf of the Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) I want to express our appreciation for your participation in the Incident Management for Regional Stakeholders workshop event that took place in Cordova on Monday, March 16, 2015.

City of Homer

City of Kodiak

City of Seldovia

City of Seward

City of Valdez

City of Whittier

Following very successful workshops in Homer, Whittier, and Seward during 2013, PWSRCAC budgeted to bring the workshop to new locations in 2015. The February Alaska Forum on the Environment was the first of these events. The Cordova event on March 16 was the second, and a now date in Kodiak is being worked with a target of September 2015. We will keep Alyeska, ADEC and the USCG apprised of workshop happenings, and the Kodiak date once determined. We see industry and agency participation, such as the USCG and ADEC's presence and contribution in Cordova, as a key feature of the workshop(s) and hope that the various participating agencies are also satisfied and find value in the outreach possibilities, networking, and discussions.

Community of
Chenega Bay

Community of
Tatitlek

Cordova District
Fishermen United

Kenai Peninsula
Borough

Kodiak Island
Borough

Kodiak Village Mayors
Association

Oil Spill Region
Environmental
Coalition

Port Graham
Corporation

Prince William Sound
Aquaculture
Corporation

Overall, the Cordova workshop went very well and attendance was very good, especially considering we overlapped with the school system spring break and an out of town school sports competition. PWSRCAC staff conducted a lot of outreach for the event and local key community members did indeed participate and take part in some great discussions through the day. Our hope is that the workshop helped people understand some of the basics of how a large nationally significant spill event would be managed and how communities fit into this overall big picture. We also hope that the workshop helps communities better anticipate the impacts of a large response and be prepared to effectively communicate and advocate for their communities needs and concerns and facilitate support for the response as an integral part of a large and complex incident management process.

One of the many goals that PWSRCAC has been tasked with under OPA 90 is to foster partnerships and communication between industry, government, and local citizens. We believe that this workshop is a prime example of the intrinsic merit of such efforts. We truly appreciate the support of the City of Cordova in attending and ultimately helping to facilitate this workshop. Thank you once again.

Sincerely,

Mark Swanson
Executive Director

CC: Randy Robertson, Cordova City Manager 

700.105.4504 Behrendswkshop



April 17, 2015

VIA EMAIL and CERTIFIED MAIL

City of Cordova
P.O. Box 1210
Cordova, Alaska 99574
Attention: City Manager (Randy Robertson) and Mayor (Jim Kacsh)

Re: Providence-Cordova Management Agreement for Cordova Community Medical Center

Dear Cordova City Council and Mayor,

We appreciated the opportunity to meet with you in Cordova on 3/18/15 to follow up on our 2/9/15 meeting in Anchorage and discuss the status of the Providence-Cordova relationship and the management agreement (MA), which Providence has repeatedly asked to amend to reflect current circumstances. After further consultation with Providence's legal and risk teams, we continue to believe that a management agreement for Cordova Community Medical Center (CCMC) is no longer an option. We cannot agree to work under an MA that is entirely inconsistent with practical circumstances, and it is clear that there is no scenario under which Providence could employ all staff responsible for operations at CCMC, which is necessary for us to effectively serve in a management capacity. At this juncture, Providence remains willing to enter into a consulting services agreement, as we have proposed previously, but not a management services relationship. Alternatively, if the City wishes to pursue a management relationship with a third party, Providence will cooperate with the City as necessary to move that effort forward as expeditiously as possible.

Providence has requested to amend the MA since October of 2014 to reflect the fact that it no longer employs the Administrator or any staff at CCMC responsible for day-to-day operations. The City initially agreed to amend the MA to reflect those facts, but then rescinded approval, leaving the parties in a catch-22 with an MA that no longer reflects each party's current role related to management of CCMC. Providence has consistently recommended that the City agree to a superseding consulting services agreement with Providence, but City officials are divided regarding a consulting versus management scenario. It appears the majority are adamant about retaining a third-party management company. Due to what is an untenable situation, Providence gave notice of intent to terminate the MA by letter dated 1/22/15, and again asked the City to consider amending the MA until a superseding agreement could be executed.

In a good-faith effort to further explore options to retain some form of an MA, Providence and City officials met in February 2015 and discussed the following actions:

- Develop and distribute a collaborative message to reassure the community that the two parties would attempt to reach an amicable solution (City and Providence).
- Identify CCMC positions that Providence might employ to better control and manage day-to-day operations (Providence).
- Assess CCMC's annual PERS liability data and a buyout scenario for additional management positions (City).
- Recommend ways to sustain and enhance Cordova's healthcare delivery system (Providence).
- Recommend a course of action for the HSB and determine steps to dissolve the HSB (Both).

Additionally, a "secondment" (dual employment) structure for the Administrator position has been discussed on multiple occasions, but is not acceptable or advised based on reasons provided in the notice dated 1/22/15 from Providence's legal counsel to Ms. Holly Wells and Mr. Randy Robertson.

After considering the above possible options thoroughly, Providence has concluded that the aforementioned do not resolve its concerns related to entering into a new management relationship for CCMC. It is very evident that employing all CCMC staff is necessary to effectively control and manage operations and to mitigate both parties' risk. Providence employing additional members of the CCMC management team would lead to further complication as additional CCMC employees would report up through Providence supervisors despite the fact that those CCMC employees would remain subject solely to the City's employment policies, grievance procedures, etc. On a related employment note, city officials indicated their intention to seek legislative means to broker an exception/change to the Public Employees Retirement System (PERS) rules; however Providence does not believe that is a timely or workable solution. Furthermore, while both parties agree that the existing MA and/or any future agreements must more clearly define their specific roles and responsibilities, this is a moot point given that Providence is unable to employ all CCMC staff.

Additionally, both parties agree that dissolving the Health Services Board (HSB) will potentially result in positive changes to CCMC's governance structure. When Providence serves as a third-party management company, it typically dictates a health advisory council (HAC) must replace any existing hospital governing board, which was the intent when the existing MA was executed. Doing so reduces complexity and redundancy and diffuses the tendency of governing boards to become overly involved in day-to-day operations. The City is, and will continue to be, the official decision-making and governing body for CCMC regardless of its decision to execute either a consulting agreement or to seek an alternate management arrangement with an entity other than Providence. However, Providence expects that any third-party management company would take a similar view of the difficulties of acting in a management role where an existing fiduciary body retains the level of authority currently vested in the HSB.

On multiple occasions City officials have requested Providence rescind its 180-day notice to terminate the MA. This is not possible given the City and Providence have not reached consensus on an acceptable future solution. Please note that, although Providence agreed to provide 180 days notice before terminating the MA, we believe grounds exist for earlier

termination. We have attempted to work in good faith with the City through alternative means in an effort to pursue the least disruptive approach to resolving this matter and in the best interests of the community.

For these reasons Providence is unwilling to consider a new management arrangement, but remains open to a superseding consulting services agreement with the City. Providence respects the City's obligation to carefully consider and weigh its options. If a consulting agreement is not acceptable in that regard, then Providence hopes to work collaboratively with CCMC and the City to ensure a smooth transition. We are grateful for the opportunity to work with Cordova.

Sincerest regards,



Sean McCallister
Operations Administrator
Critical Access Hospitals
Providence Health & Services Alaska

Cc: Cindy Gough, Area Operations Administrator, Providence Health & Services Alaska
Lisa Dobson Gould, Senior Corporate Counsel, Providence Health & Services

Memorandum

To: City Council
From: City Manager
Date: 4/29/2015
Re: Water Usage and Fees

Background:

At the 15 April 2015 City of Cordova Council meeting, the members of Council were provided an information paper outlining the concerns of a potential water shortage this summer. The paper contained both real and anecdotal data documenting an extraordinarily dry winter, and a resulting lack of substantial snow pack which serves as the primary water source during the height of the commercial fishing season. The paper and discussions at the table also briefly addressed a need for additional funds to upgrade the city's water delivery and treatment infrastructure along with the uncertainty LT2 compliance equipment will bring to the water department's budget. Based on the Council's comments, it is highly recommended we initiate some conservation measures as soon as possible prior to large scale summertime consumption by the city's principal industry, fish processors.

The attached resolution addresses that issue by revising the fees for the city's heavy industrial metered consumers with an increase of twenty cents per 1000 gallons. The recommended rate moves from \$1.40 per 1k gallons consumed to \$1.60 beginning as soon as possible with passage of the resolution. Projected revenue based on 2014 consumption rates are outlined below, and as reflected they certainly are not onerous yet sufficiently moderate to encourage conservation practices. The resolution also identifies a twenty cent increase per 1k gallons consumed for each of the next two years for these users, ultimately capping at \$2.00 per 1k water used in FY 2017. As outlined by the original information paper, even with adoption of this new fee structure, Cordova industrial or heavy consumer water rates will continue to be below/comparable to other Alaskan maritime communities.

Month	\$1.40 PER 1000 GALLONS	\$1.60 PER 1000 GALLONS	Difference
MAY	\$12,796.35	\$14,625.66	\$2,377.98
JUNE	\$22,461.3	\$25,670.0	\$3,709.77
JULY	\$71,331.05	\$81,521.20	\$12,454.83
August	\$56,568.71	\$64,649.96	\$8,081.25
TOTAL	\$186,123.56	\$212,747.39	\$26,623.00

Although it was not discussed, Council is reminded residential water fees have not changed since 2006. Operating 9 years within this set structure despite inflationary increases in materials, supplies, electricity and manpower has been a distinct challenge to even sustaining a break even financial posture. During this time there has been relatively little investment in water treatment equipment and the delivery infrastructure coupled with no attributable savings in the event of an emergency.

Recommendation: Approve the revised water fee structure.

1.18.010 - Resolutions.

A. Resolutions are acts of council which are not required to be enacted by an ordinance, such as authorizing a municipal official to undertake certain acts and acts not being of a permanent nature. Resolutions creating or establishing rates shall require adequate public notice with one public hearing before passage.

Resolutions are formal acts of council required in accordance with charter, code, state and/or federal law.

B. All resolutions are a permanent record of the city and shall bear the following:

1. The heading "City of Cordova, Alaska";
2. Serial number as "Resolution _____":
 - a. Annually the serial number first number(s) shall denote the month; the second number(s) shall denote the year; and the third number(s) shall denote consecutive numbers indicating the total number of resolutions passed during a calendar year;
3. Resolving clause "PASSED AND APPROVED THIS _____ DAY OF _____, _____(YEAR)" with designated lines for the mayor and clerk's signatures;
4. Passage of a resolution may be by a majority vote of a quorum present unless specifically required by charter or code to require a majority vote of all the members of the city council.

(Ord. 723, 1994).

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-15-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING AMENDMENT TO THE FY15 FEE SCHEDULE, PREVIOUSLY
ADOPTED AS RESOLUTION 12-14-53, TO INCREASE WATER RATES FOR HEAVY
INDUSTRIAL USERS TO \$1.60 PER 1,000 GALLONS**

WHEREAS, the quantity of mountain snowpack is a primary water source for the city in the summer months and for the second consecutive year that amount appears to be below normal; and

WHEREAS, when the 2015 fee schedule was established in November of 2014, this extraordinary condition was unknown and unanticipated; and

WHEREAS, there is a direct relationship between the price of water and the consumption of water; with increasing rates encouraging reduced consumption; and

WHEREAS, the major consumers of water during the periods of low water capacity are those classified as heavy industrial users; and

WHEREAS, to promote water conservation the City Council will implement a \$0.20 per 1,000 gallons increase in the rate for heavy industrial users.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes amendment to the FY15 fee schedule by increasing the water rates for heavy industrial users to \$1.60 per 1,000 gallons.

PASSED AND APPROVED THIS 6th DAY OF MAY, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-14-53**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA ADOPTING SERVICE
FEES, RATES AND CHARGES FOR THE 2015 CALENDAR BUDGET**

WHEREAS, the City Council of the City of Cordova is concurrently adopting the City's 2015 Operating Budget; and

WHEREAS, the City Council of the City of Cordova determines annually, by resolution, the fees, rates and charges for city services that are not otherwise established by ordinance or other applicable law; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Cordova, Alaska, hereby adopts the attached list of service fees, rates and charges for the 2015 calendar year:

CITY OF CORDOVA 2015 FEE SCHEDULE

BIDARKI RECREATION CENTER AND BOB KORN POOL FEES		
ADULT PASS OPTIONS	DESCRIPTION	FEE
DAILY / SUMMER	MAY 1 – SEPT 1 / POOL OR BIDARKI	\$10.00
DAILY / OFF SEASON	SEPT 1 – APRIL 30 / POOL OR BIDARKI	\$5.00
WEEKLY / SUMMER	MAY 1 – SEPT 1 / POOL OR BIDARKI	\$30.00
WEEKLY / OFF SEASON	SEPT 1 – APRIL 30 / POOL OR BIDARKI	\$15.00
MONTHLY	POOL OR BIDARKI	\$55.00
ANNUAL	POOL OR BIDARKI	\$225.00
SUMMER / 5 MO.	MAY 1 – SEPT 30 / POOL OR BIDARKI	\$150.00
OFF SEASON / 8 MO.	SEPT 1 – APRIL 30 / POOL OR BIDARKI	\$150.00
WEEKLY / SUMMER / COMBO	MAY 1- SEPT 1 / POOL & BIDARKI	\$50.00
WEEKLY / OFF SEASON / COMBO	SEPT 1- APRIL 30 / POOL & BIDARKI	\$25.00
MONTHLY / COMBO	POOL & BIDARKI	\$100.00
ANNUAL COMBO	POOL & BIDARKI	\$400.00
SUMMER / COMBO	MAY 1 – SEPT 30 / POOL & BIDARKI	\$250.00
OFF SEASON / COMBO	SEPT 1 – APRIL 30 / POOL & BIDARKI	\$250.00

FAMILY PASS OPTIONS	DESCRIPTION	FEE
MONTHLY	POOL OR BIDARKI	\$80.00
ANNUAL	POOL OR BIDARKI	\$400.00
SUMMER / 5 MO.	MAY 1 – SEPT 30 / POOL OR BIDARKI	\$300.00
OFF SEASON / 8 MO.	SEPT 1 – APRIL 30 / POOL OR BIDARKI	\$300.00
MONTHLY / COMBO	POOL & BIDARKI	\$150.00
ANNUAL COMBO	POOL & BIDARKI	\$600.00
SUMMER / COMBO	MAY 1 – SEPT 30 / POOL & BIDARKI	\$450.00
OFF SEASON / COMBO	SEPT 1 – APRIL 30 / POOL & BIDARKI	\$450.00

SPECIAL / YOUTH PASS OPTIONS	DESCRIPTION	FEE
DAILY / SUMMER	MAY 1 – SEPT 1 / POOL OR BIDARKI	\$3.00
DAILY / OFF SEASON	SEPT 1 – APRIL 30 / POOL OR BIDARKI	\$3.00
MONTHLY	POOL OR BIDARKI	\$30.00
ANNUAL	POOL	\$100.00
ANNUAL	BIDARKI	\$80.00
MONTHLY / COMBO	POOL & BIDARKI	\$50.00
ANNUAL / COMBO	POOL & BIDARKI	\$150.00

CORPORATE PASS RATE	DESCRIPTION	FEE
USCG	FAMILY COMBO / FLAT ANNUAL FEE	\$7,000.00
CCMC	20% DISCOUNT / ANY ANNUAL PASS	-20%
CPSD	20% DISCOUNT / ANY ANNUAL PASS	-20%
CITY EMPLOYEE	FAMILY ANNUAL COMBO	\$187.00
PARTICIPATING CANNERY	MAY 1 – SEPT 30	\$1,000.00

SUMMER CAMP PACKAGES	DESCRIPTION	FEE
10 DAY PACKAGE	ANY 10 DAYS DURING ANY SESSION	\$200.00
5 DAY PACKAGE	ANY 5 DAYS DURING ANY SESSION	\$110.00
DAILY	ANY REGULAR CAMP DAY	\$25.00
SLEEP OVER	ANY SCHEUDLED SLEEP OVER	\$45.00

CHRISTMAS BAZAAR VENDOR	DESCRIPTION	FEE
6 FT TABLE / SPACE	LOCATION: INNER CIRCLE / MAIN FLOOR	\$45.00
8 FT TABLE / SPACE	LOCATION: OUTER CIRCLE / MAIN FLOOR	\$60.00
FOOD COURT TABLE / SPACE	LOCATION: CAFETERIA	\$60.00
SHARED TABLE / SPACE	LOCATION: MAIN FLOOR / BOTH LICENSED	\$60.00

POOL RENTAL PACKAGES	DESCRIPTION	FEE
LITTER SURFER	1 HR 10 MIN / NO LOBBY	\$50.00
BIG KAHUNA	1 HR 40 MIN / LOBBY OPTION	\$75.00
WIPE OUT	2 HR 25 MIN / SUPER SOAK / LOBBY OPTION	\$100.00
SPECIAL INTEREST / TRAININGS	FEE DEPENDANT UPON GUARDING REQUIREMENT / FEE AUTHORIZED BY DIRECTOR	N/A

BIDARKI UPSTAIRS GYM RENTAL	DESCRIPTION	FEE
BIRTHDAY PARTY	1 REC AIDE / 25 GUEST MAX / RATE PER HR	\$50.00
ATHLETIC RENTAL	USAGE AGREEMENT REQUIRED / RATE PER HR/ AFTER HOURS	\$35.00
DANCES	USAGE AGREEMENT REQUIRED / 20% OF DOOR FEE	N/A
CONFERENCES	USAGE AGREEMENT REQUIRED / RATE PER 8 HR DAY	\$500.00

SKATERS CABIN RENTAL PERIOD	DESCRIPTION	FEE
1 ST 24 HR PERIOD	REQUIRES \$35.00 DEPOSIT	\$25.00
2 ND 24 HR PERIOD	REQUIRES \$35.00 DEPOSIT	\$35.00
3 RD 24 HR PERIOD	REQUIRES \$35.00 DEPOSIT	\$50.00

RV PARKING	DESCRIPTION	FEE
SHELTER COVE PRIVATE SITE	NO ELECTRICITY & TAX INCLUDED / DAILY / 5 DAYS OR LESS	\$20.00
ODIAK CAMPER PARK LONG TERM	.40 PER KWH BILLED SEPARATELY / TAX INCLUDED / DAILY RATE	\$25.00
SHELTER COVE ECONO SPACE	PER DAY / 5 DAYS OR LESS / TAX INCLUDED	\$11.00

TENT CAMPING	DESCRIPTION	FEE
ODIAK CAMPER PARK	PER DAY / 5 DAYS OR LESS / TAX INCLUDED	\$11.00
SHELTER COVE	PER DAY / 5 DAYS OR LESS / TAX INCLUDED	\$11.00

INFORMATION SERVICES

Library/Museum

Meeting Room

Meeting room reservations made according to priority use as set forth in the Policies and Procedures Manual of the Cordova Public Library. \$25 clean-up deposit may be required; clean up by user is required; cleaning deposit is refundable.

Library fees

Overdue fee	\$.10/day
Copies	\$.25/page
Fax	\$1.00/page

POLICE DEPARTMENT

City Impound Fee:

Vehicles and trailers up to 21 feet in length	\$10/day
Each foot beyond 21 feet	\$ 1/foot
All other material	\$0.29/sq. foot/day

Alcohol Breath Test	\$50.00
Fingerprinting:	\$ 20 - 1 card \$ 35 - 2 cards
Police Reports	\$10.00 (requires approval from Chief)
Discovery CDs	\$15.00
Discovery Video	\$15.00
Service of Civil Papers	\$65.00
Chauffer's License	\$35.00

***Dog License:**

Altered animal	\$10.00
Non altered	\$15.00
Provisional	\$10.00
Replacement	\$ 5.00

***Impound Fees:**

Cats – Flat fee	\$50.00
Dog – 1 st Impound	\$25.00 Licensed \$50.00 Unlicensed
Dog – 2 nd Impound	\$50.00 Licensed \$75.00 Unlicensed
Dog – 3 rd Impound	Determined by Chief

***Boarding Fees:**

Dogs	\$20.00/day
Cats	\$10.00/day

When an animal is impounded, the fee is as follows: Impound + Boarding + Medical + License if not yet obtained or proof of license = Total

*Upon the enactment of the ordinance passing Chapter 8 the above fees will take effect

FIRE DEPARTMENT

Ambulance	\$500/run
Standby for Fire Dept.	\$200 & \$25 per hr per man and \$50 per hr for Officer

PUBLIC WORKS

NOTE 1: All equipment includes an operator. 3 hour minimum may apply to any situation involving a City employee.

NOTE 2: Overtime or holiday rates apply outside of regular (straight time) work hours.

NOTE 3: Straight time work hours vary but are generally 7:00 AM to 3:30 PM. All rates are per employee.

NOTE 4: Water & sewer line locates per Utility Coordination Council Request procedure are free. (2 business days' notice required. All locates requested outside of normal business hours will be charged as emergency locate.)

NOTE 5: All prices subject to 6% sales tax.

DESCRIPTION	UNIT	STRAIGHT TIME RATE	OVERTIME RATE	HOLIDAY RATE	MINIMUM CHARGE
EQUIPMENT					
Shop Time	Hour	\$100.00	\$150.00	\$200.00	
Hilti Concrete Drill	Hour	\$75.00	\$97.50	\$175.00	
Volvo L120F Loader	Hour	\$130.00	\$163.50	\$230.50	
Cat 950 Loader	Hour	\$130.00	\$163.50	\$230.50	
Cat IT 62G Loader	Hour	\$130.00	\$163.50	\$230.50	
Michigan L-120 Loader	Hour	\$130.00	\$163.50	\$230.50	
Hitachi 230 Excavator	Hour	\$150.00	\$183.50	\$250.50	
Cat 436B Tractor/Backhoe	Hour	\$120.00	\$153.50	\$220.50	
Cat 163H Grader 2003	Hour	\$150.00	\$183.50	\$250.50	
Cat 140G Grader 1989	Hour	\$150.00	\$183.50	\$250.50	
Elgin Street Sweeper	Hour	\$200.00	\$233.50	\$300.50	
Ford L9000 Vacuum Truck (Vactor) 1992	Hour	\$225.00	\$258.50	\$325.50	
Ford L9000 Tandem Dump Truck 1987	Hour	\$110.00	\$143.50	\$210.50	
Ford L8000 Flatbed Truck w/ hoist 1991	Hour	\$110.00	\$143.50	\$210.50	
Mack Tandem Dump Truck 2008	Hour	\$110.00	\$143.50	\$210.50	
Tow Truck	Hour	\$120.00	\$153.50	\$220.50	
Dynapack CP132 Rubber Tired Roller	Hour	\$100.00	\$133.50	\$200.50	
Pickup Truck or Van w/ 1 person	Hour	\$110.00	\$143.50	\$210.50	
Vibratory Plate Compactor	Hour	\$75.00	\$108.50	\$175.50	
Bobcat 943 Skid Steer Loader	Hour	\$90.00	\$123.50	\$190.50	
Chevy 3500 Service Truck w/ Welder 2009	Hour	\$150.00	\$183.50	\$250.50	
City Level, Tripod, and Rod	Hour	\$80.00	\$113.50	\$180.50	
Cut-off saw	Hour	\$75.00	\$108.50	\$175.50	
Electric Jackhammer - Bosch	Hour	\$75.00	\$108.50	\$175.50	
1" Pump - Honda	Hour	\$75.00	\$108.50	\$175.50	
1.5" Electric Pump	Hour	\$100.00	\$133.50	\$200.50	
2" Pump - Honda	Hour	\$150.00	\$183.50	\$250.50	
120/240V Power Gen- Honda EG 3500	Hour	\$100.00	\$133.50	\$200.50	
Jackhammer w/ Compressor Ingersoll-Rand	Hour	\$110.00	\$143.50	\$210.50	
HDPE Welder	Day	\$150.00	\$183.50	\$250.50	1 Day
4" Honda Pump w/ Intake & Discharge Hose	Hour	\$200.00	\$233.50	\$300.50	4 HR
6" Gorman-Rupp Pump w/ Intake & Discharge Hose	Hour	\$250.00	\$283.50	\$350.50	4 HR
1.5" Neptune Backflow Preventer RPZ w/ Meter *	Day	\$90.00	\$123.50	\$190.50	1 Day
* Must be installed & removed by City staff daily					
SERVICES					
Towing - Car or Pickup Truck	Hour	\$120.00	\$153.50	\$220.50	
Cemetery Plot - Preparation and Covering	Each	\$500.00	\$750.00	\$1000.00	
Cemetery Plot - Purchase (Regular Hours Only)	Each	\$200.00	--	--	

Shut off Notices (delivered for non-payment)	Each	\$25.00	--	--	
LABOR					
Laborer	Hour	\$72.00	\$108.00	\$180.00	
MATERIALS					
Patching Chip Sealed Roads	SF	\$15.00	--	--	
Patching Asphalt Roads	SF	\$15.00	--	--	
Sand	CY	\$18.00	--	--	10 CY

HARBOR

MOORAGE

Annual Moorage	\$ 38.14/ft/yr
Monthly Moorage	\$ 13.33/ft/mo
Daily Moorage	\$.99/ft/day paid in advance
	\$ 1.17/ft/day if billed

* All slips will be reserved based on over-all length of vessels, including those slips on "L" floats. Moorage rates on "L" floats will be calculated at 75% of the current annual moorage rate (only for those slips between approach ramps). Established 10/17/01 by Resolution 10-01-79.

Annual Seaplane Moorage	\$815.72/yr
Daily Seaplane Moorage	\$ 33.95/day
Eyak Lake Seaplane Moorage	
40' space	\$340.98/yr
60' space	\$538.52/yr

GRID FEES (per tide)

0'-50'	\$.58/ft/tide
51'-70'	\$.79/ft/tide
Over 70'	\$1.50/ft/tide

MISCELLANEOUS SERVICE FEES

Two Week Permit for Launch Ramp	\$20.00
Launch Ramps	
Stall holders	- no charge
Non-stall holders	\$ 78.75/yr
Waitlist	\$ 20.00 per yr
Pump Rental	\$ 31.76/hr
Harbor Staff Labor	\$ 72.00/hr
	\$108.00/hr for O.T.
Impound Fees	\$ 1,000.00
Impound/Storage of Nets	\$288.75
Storage of Impounds	\$ 2.50 FT per day
Electricity(for elec. rental slips)	\$ 15.00/day
*a deposit of \$100.00 required for all electrical pigtaills	
Bilge Water Collection	\$ 95.29/hr
Showers	\$ 5.00
Dock Use Fee	\$2.00/linear ft/day

PORT

WHARFAGE

Minimum	\$1.65/ton
Wharfage N.O.S. (not otherwise specified)	\$5.27/ton

DOCKAGE

Charge	\$1.66/ft/day
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STORAGE

Boat storage (up to 12 months)	\$2.50/ft/mo
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Boat storage (over 12 months) \$10.00/ft/mo

WATER

Charge \$ 1.00/1000 gallons
Minimum \$68.06 plus \$72.00 labor

USED OIL RECEPTION

Under 100 gallons - no charge
100 gallons or more suitable for burning \$95.29/man-hour
100 gallons or more unsuitable for burning \$47.65/gallon plus
\$95.29/man-hour plus
shipping & disposal

FUELS

First 50 thousand barrels \$ 0.17/barrel
Second 50 thousand barrels \$ 0.15/barrel
Over 100 thousand barrels \$ 0.14/barrel

PORT STAFF LABOR

Charge \$72.00 hr
\$108.00/hr for O.T.

TRAVEL LIFT

RATES: All payment for vessel lifts must be in advance and for round trip

Up to 40' \$22.00/ft
41' – 58' \$24.00/ft
over \$26.00/ft

MISCELLANEOUS FEES

Inspection Haul: 60% of round trip
Electrical Use: \$25.00/day 43' and over

Washdown: Washdown pads are free. 2 hr max, Hourly Labor Rate after 2 hrs \$72.00 hr.

No-Show Fee: Once a lift is scheduled and the boat owner fails to show or cancel the lift at least one hour before the scheduled lift time, the minimum lift fee will be charged.

DESCRIPTIONS

Per Lift: All rates are per lift or one way.

Inspection Haul: Hauled out and left in slings over dock for a period of 2 hours and returned to the water. \$75.00 per 15 minutes after allotted time. Limited to approval and availability.

Minimum Fee: This is the lowest fee for Travelift use. There is a one hour minimum for such things as re-blocking or relocating of vessels.

PLANNING DEPARTMENT

Permits

Conditional Use	\$250.00
Encroachment	\$200.00
Exception	\$250.00
Rezone	\$350.00
Vacation of R.O.W.	\$250.00
Variance	\$250.00
Tideland	\$250.00
Street Cut	\$150.00
Sign	\$25.00

Building Permit/Zoning Compliance Permit

Single Family	\$50.00
Multi-Family	\$100.00
Commercial	\$150.00
Industrial	\$200.00

Site Plan Review

Commercial//Business	\$150.00
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Industrial \$200.00

Subdivision

Preliminary Plat \$150.00 plus \$20.00 per lot
 Final Plat ½ of Preliminary
 Plat Amendment \$75.00 plus \$15.00 per lot
 Administrative Plat \$100

Lease/Purchase Agreements

Lease and/or Purchase Agreements \$150.00

Appeals

Appeals to Planning Commission \$200.00
 Appeals to City Council \$200.00

Copy Fees

Copies \$.25/page
 Small Color Maps \$10.00 (11 X 17)
 Medium Color Maps \$20.00 (18 X 24)
 Large Color Maps \$30.00 (24 X 36)
 XXL Large Color Maps \$40.00 (33 X 44)

SPECIAL SERVICES

Employee Straight Time \$72.00/hour
 Employee Overtime \$108.00/hour

GENERAL SERVICES

Business License \$35.00
 Additional Business License \$25.00
 Special Event License \$25.00
 Copies \$.25 / page
 Fax \$1.00 / page
 Copies of audiocassette tapes or CD's \$5.00/CD of City meetings
 City Code Books \$425.00 plus cost per updates
 City Property Tax Books- hardcopy \$120.00
 Electronic copy \$ 15.00
 Budget Documents \$ 20.00
 Non-Sufficient-Funds Checks \$ 50.00
 Election Board Compensation (as per CMC 2.32.020)
 Election Chairperson \$ 12.50/hr
 Election Board/Clerks \$ 12.00/hr

REFUSE

Tipping Fees at Baler

Residential & commercial refuse	\$ 5.93 per cubic yard
Construction & building materials	\$ 7.99 per cubic yard
Asbestos materials*	\$ 114.07 per cubic yard
* must give two weeks advance notice and approval prior to dumping	
Scrap metal	\$ 16.94 per cubic yard
Major household appliances	\$ 8.44 each piece
Refrigerators, freezers	\$ 50.20 each*
4D & larger Batteries	\$12.54 each
Up to 4D Batteries	\$ 6.27 each

Boat/hull disposal costs equal to estimated labor & equipment costs as required to prepare for placement in the landfill, plus estimated cubic yardage at construction & destruction rate.

*Note: we are now required to remove all Freon from the units prior to removal of compressors.

Paints are accepted at the baler—must be separated and have approval from Baler.

Recyclables delivered to baler if clean and well-separated will be received at no charge to **non-commercial customers**.

Seventeen mile landfill

Disposal of Vehicles: Vehicles will only be accepted at the seventeen mile landfill and must be certified that all fluids, tires and batteries are removed. The form can be retrieved from the City of Cordova web site, the City Office or at the Baler. Person disposing of vehicle must have title for vehicle in order to release vehicle to city. Junk titles can be obtained through DMV.

Vehicles and light duty trucks	\$227.81
Large trucks and equipment	\$ 16.55/cu. yd., min. \$570.07
Campers and/or house trailers 32 feet or under	\$188.57
Campers, house trailers over 32 feet	\$376.05

Pick Up Service

Residential Pick-up Fee/Once Weekly

1-3 containers (35 gallons)	\$49.47/month
Each additional container	4.94/each pick-up
Residence vacant for more than 30 consecutive days	No charge for the period
Self-service at baler	\$32.02/month

Commercial Pick-up Fee/Once Weekly

Can or bag service	
3 containers maximum (35 gal) once/week	\$ 49.47/month.
Each additional container	4.94/each pick-up

Containerized Services Pick-up and Rental fees

Rental:	
3 cu. yd. dumpster *	\$28.10/month
4 cu. yd. dumpster *	\$38.32/month
6 cu. yd. dumpster *	\$56.23/month
8 cu. yd. dumpster *	\$75.37/month
Pick-up—not compacted	
3 cu. yd. dumpster	\$45.73/each
4 cu. yd. dumpster	\$56.23/each
6 cu. yd. dumpster	\$85.60/each
8 cu. yd. dumpster	\$113.71/each

*Dumpster drop off or retrieval: \$54.50

Additional Charges for dumpsters:

Sunday pick-up: charged at one and one-half times the normal rate.

Holiday pick-ups: charged at twice the normal rate.

Each additional Pick-up per dumpster: full charge of applicable rate per pick up.

High capacity container service

Open top hook lift container, 20 cubic yard capacity: \$190.75 set up charge includes one drop off, one retrieval and one rental up to seven days; \$239.80 to empty and dispose of non-hazardous construction and demolition contents.

Containerized or commercial recycling service rates:

Note: cardboard and aluminum must be clean and well separated to be eligible for the reduced rates quoted below.

Dumpster Rentals for Recycle

Dumpster rental rates (all sizes): one-half of normal monthly rates.

Dumpster pick-up rate: one-half of normal monthly dumpster rate.

Each additional pick-up per dumpster of recyclables will be charged at one-half normal rate, per pick-up.

20' Enclosed Recycling Container Rentals:

Monthly Rental: \$ 109.00 / month

Set up fee \$109.00 includes one drop off of container and one retrieval of container

Disposal of contents \$190.75 each pick up, container handling included

7 day rental

109.00 includes one drop off of container and one retrieval of container

Disposal of contents \$190.75 each pick up, container handling included

Commercial customers who choose to deliver recyclables to the bailer facility will be charged twenty-five percent of normal refuse disposal fees.

Special Services

Labor/equipment	
Vehicle and one man, straight time	\$125.48/hr with \$85.57 minimum
Vehicle and one man, overtime	\$159.71/hr with \$125.48 minimum
Each additional employee, straight time	\$76.43/hr
Each additional employee, overtime	\$101.52/hr

WATER

Non-metered service

The monthly fee for water service is **twenty-nine dollars and fifty-eight cents (\$29.58)** multiplied by the equivalent unit in table below.

EQUIVALENT UNIT TABLE

	Classification	Equivalent Unit
1	Single-family dwelling	1.0
2	Multifamily residence: per dwelling unit	1.0
3	Mobile home park: per rental space in a mobile home park where water is available to a space which is used	1.0
4	Hotel, B&B or motel with individual bath: per room	.5
4a	Hotel, B&B and motel with individual bath and kitchen: per room	.7
5	Boarding house or hotel without individual baths: per room or fraction thereof	.3
5a	Bunkhouse facility with central bath: per bunk	.2
6	Bar or cocktail lounge: for every 25 seats or fraction thereof	1.0
6a	Bar with restaurant: for every 25 seats or fraction thereof	2.0
6b	Restaurants: for every 25 seats or fraction thereof	1.0
6c	Clubs with bar and kitchen: for every 25 seats or fraction thereof	1.0
6d	Clubs with kitchen: for every 25 seats or fraction thereof	0.7
7	Retail store, office: for every 12 plumbing fixture units or fraction thereof	1.0
8	Schools:	
	(1) Public or private high schools or colleges: for each 15 persons or fraction thereof in average daily full-time attendance	1.0
	(2) Public or private elementary schools: for each 25 persons or fraction thereof in average daily attendance	1.0
	(3) Public or private child care centers: for each 25 persons or fraction thereof in average daily attendance	1.0
	Average daily attendance shall be based on annual attendance. Persons as used in this section include students, teachers and all school staff and administration.	
9	Theater or auditorium: for each 100 seats or fraction thereof	1.0
10	Churches: for each church	1.0
10a	Churches with meeting rooms: for each church	1.5
11	Laundromats or self-service laundry: for each washing machine in a commercial laundromat or self-service laundry or in any other washing facility, the use of which is not strictly limited to occupants of a residential building or mobile home park in or on which the facility is located	0.5
12	Hospital, rest home, convalescent home: for each bed	0.3

13	Gasoline service station or repair garage	1.0
14	Carwash, self-service: per stall	1.0
15	Public restrooms and showers: for <u>12</u> plumbing fixture units or fraction thereof	1.0
16	Port: per 1,000 gallons	1.0
17	Fire hydrants, per hydrant	0.5
18	Combined uses: where more than use is served by a single connection the rate for service shall be based on the sum of the equivalent unit amounts for each of the individual uses.	
19	The city manager shall determine the equivalent unit amount for a use that is not listed above, based on the equivalent unit amount for the listed use that the city manager determines to be most similar in quantity of water used.	
20	Where the equivalent unit amount depends on the number of seats in a use, that number shall be determined by reference to occupancy load for the use in the most recently adopted Uniform Building Code.	
21	All industrial uses shall be metered and charged according to Section 14.08.020	

The flat rate for non-metered water service to the following use classifications shall be determined using the following schedule.

Use Classification	Basis for Charge
Small boat harbor: per hydrant	\$1.00 per stall
Special user (ship moored to a dock temporarily or bulk water purchaser)	\$116.88/day

Metered Service

The monthly rate for water service to facility that is metered shall be the sum of:

A production fee equal to the product of the number of thousands of gallons of water used multiplied by the rate per gallon assigned to the use classification of the facility in the Production Charge Table.

Plus

The monthly demand charge determined in the demand table

The Production Charge Table.

Use Classification	Production Charge
Heavy industrial	\$1.40/1,000 gallons
Residential and light industrial	\$3.58/1,000 gallons
Special user (ship moored to a dock temporarily or bulk water purchaser)	\$3.52/1,000 gallons

The Monthly Demand Charge Table.

Service Line Size	Charge
1" or smaller	\$ 29.58
Larger than 1" and less than 2"	37.40
2"	43.24
Larger than 2" and less than 4"	70.12
4"	93.50
Larger than 4"	201.02

Water connection

The fee for connecting to the city water system is based on line size of the use that is served, as follows:

Service Line Size	Residential Charge	Nonresidential Charge
1" or smaller	\$100.00	\$200.00
Larger than 1" less than 2"	\$150.00	\$300.00
2"	\$200.00	\$400.00
Larger than 2" less than 4"	\$400.00	\$800.00
4"	\$600.00	\$1,200.00
Larger than 4"	\$800.00	\$1,600.00

Expansion fee

The fee for expanding the use of an existing non-metered water connection shall be determined by multiplying the applicable charge below by the number of equivalent units in the equivalent unit table above.

Expansion Table

Residential Charge	Nonresidential Charge
\$207.00	\$414.00

SERVICES

DESCRIPTION	UNIT	STRAIGHT TIME RATE	OVERTIME RATE	HOLIDAY RATE	MINIMUM CHARGE
Water Turn On or Off (free to year-round customers)	Each	\$50.00	\$83.50	\$150.50	
Water Sample Testing - Coli Forms	Each	\$57.00	\$78.50	\$145.50	
Emergency water & sewer locate (less than 2 business days' notice)	Hour	\$72.00	\$108.00	\$180.00	
Water & sewer line locates per Utility Coordination Council Request procedure (2 business days' notice)	Each	No Charge	--	--	
3/4" Double Check Valve Backflow Preventer *	Day	\$50.00	\$83.50	\$150.50	
* Must be installed & removed by City staff daily					

SEWER**Rates**

The monthly fee for residential sewer service is forty-eight dollars and ninety-three cents (\$48.93) multiplied by the equivalent unit in table below. Residential equivalent units are identified with an R.

The monthly fee for commercial sewer service is fifty-eight dollars and fifty seven cents (\$58.57) multiplied by the equivalent unit in table below. Commercial equivalent units are identified with a C.

The monthly fee for Industrial sewer service is one hundred two dollars and ninety eight cents (\$102.98) multiplied by the equivalent unit in table below. Industrial equivalent units are identified with an I.

EQUIVALENT UNIT SCHEDULE

	Classification	Equivalent Unit
1.	Single-family dwelling	1.0 x R
2.	Multifamily residence: per dwelling unit	1.0 x R
3.	Mobile home park: per rental space in a mobile home park where water is available to a space which is used	1.0 x R
4.	Hotel, B&B or motel with individual bath: per room	0.3 x C
4a.	Hotel, B&B and motel with individual bath and kitchen: per room	0.7 x C
5	Boarding house or hotel without individual baths: per room or fraction thereof	0.3 x C
5a.	Bunkhouse facility with central bath: per bunk	0.3 x C
6	Bar or cocktail lounge: for every 25 seats or fraction thereof	1.0 x C
6a.	Bar with restaurant: for every 25 seats or fraction thereof	2.0 x C
6b.	Restaurants: for every 25 seats or fraction thereof	1.0 x C
6c.	Clubs with bar and kitchen: for every 25 seats or fraction thereof	1.0 x C
6d.	Clubs with kitchen: for every 25 seats or fraction thereof	0.7 x C
7	Retail store, office: for every 12 plumbing fixture units or fraction thereof	1.0 x C
8	Schools:	
(1)	Public or private high schools or colleges: for each 15 persons or fraction thereof in average daily full-time attendance	1.0 x R
(2)	Public or private elementary schools: for each 25 persons or fraction thereof in average daily attendance	1.0 x R

	(3)	Public or private child care centers: for each 25 persons or fraction thereof in average daily attendance	1.0 x R
		Average daily attendance shall be based on annual attendance. Persons as used in this section include students, teachers and all school staff and administration.	
9		Theater or auditorium: for each 100 seats or fraction thereof	1.0 C
10		Churches: for each church	1.0 x C
10a.		Churches with meeting rooms: for each church	0.5 x C
11		Laundromats or self-service laundry: for each washing machine in a commercial laundromat or self-service laundry or in any other washing facility, the use of which is not strictly limited to occupants of a residential building, or mobile home park in or on which the facility is located	0.3 x C
12		Hospital, rest home, convalescent home: for each bed	1.0 x C
13		Gasoline service station or repair garage	1.0 x C
14		Carwash, self-service: per stall	1.0 x C
15		Public restrooms and showers: for 12 plumbing fixture units or fraction thereof	1.0 x C
16		Combined uses: where more than use is served by a single connection the rate for service shall be based on the sum of the equivalent unit amounts for each of the individual uses.	
17		The city manager shall determine the equivalent unit amount for a use that is not listed above, based on the equivalent unit amount for the listed use that the city manager determines to be most similar in quantity of water used.	
18		Where the equivalent unit amount depends on the number of seats in a use, that number shall be determined by reference to occupancy load for the use in the most recently adopted Uniform Building Code.	
19		Processing facility per office	1.0 x I

Sewer connection

The fee for connecting to the city sewer system is based on line size the use that is served, as follows:

Service Line Size	Residential Charge	Nonresidential Charge
Less than 4"	\$502.60	\$1,005.20
4"	\$735.60	\$1,507.80
Larger than 4"	\$1,005.20	\$2,010.40

Expansion fee

The fee for expanding the use of an existing shall be determined by multiplying the applicable charge below by the number of equivalent units in the equivalent unit table above.

Residential Charge	Nonresidential Charge
\$272.65	\$545.30

Septic tank dumping

The fee for septic tank dumping shall be determined under the schedule below:

Residential Charge	Nonresidential Charge
\$94.24	\$414.65

The fee for portable toilet contents disposal is \$50.00 per dump.

The fee for dump station use is \$20.00 per dump

General Services

DESCRIPTION	UNIT	STRAIGHT TIME RATE	OVERTIME RATE	HOLIDAY RATE	MINIMUM CHARGE
Emergency water & sewer locate (less than 2 business days' notice)	Hour	\$72.00	\$108.00	\$180.00	
Water & sewer line locates per Utility Coordination Council Request procedure (2 business days' notice)	Each	No Charge	--	--	

BE IT FURTHER RESOLVED that these fees, rates and charges shall remain in effect until changed by further action of the City Council.

Public Hearing: December 17, 2014

PASSED AND APPROVED THIS 17th DAY OF DECEMBER, 2014



James Kacsh, Mayor

ATTEST:

Tina Hammer, Deputy City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 05-15-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA TO OPPOSE NAVY TRAINING EXERCISES IN THE GULF OF
ALASKA IN JUNE 2015**

WHEREAS, the City of Cordova is the governing body with the full power and authority as recognized by the citizens of Cordova, to act for its members, and has responsibility to provide government for the good health and welfare of its citizens; and

WHEREAS, these trainings will pollute the waters of the Gulf of Alaska by annually releasing approximately 352,000 pounds of expended materials including 10,000 pounds of hazardous materials including cyanide, chromium, lead, tungsten, nickel, cadmium, barium chromate, chlorides, phosphorus, titanium compounds, lead oxide, potassium perchlorate, lead chromate, ammonium perchlorate, fulminate of mercury, and lead azide into waters designated by NOAA as Essential Fish Habitat for a multitude of species that support the economic development in Alaskan coastal communities and harvest of wild Alaskan salmon for global markets; and

WHEREAS, the training area and vicinity is a highly productive region for many marine fish and shellfish populations and supports some of the most productive fisheries in the United States. It is also an important spawning area for many fishes, and the training is scheduled to take place during the summer season when many fish populations are migrating and spawning. At least 383 species belonging to 84 families of marine and anadromous fishes have been reported from the predominant ecosystems found in the training area; and

WHEREAS, the port of Cordova is often ranked in the top 15 U.S. ports for quantity of seafood landed and dollar value of seafood harvests (Fisheries of the U.S., NOAA), illustrating coastal Alaska's reliance on the fish and wildlife resources in the Gulf of Alaska for their subsistence harvest and the livelihoods supported by commercial fishing; and

WHEREAS, the City of Cordova supports all cultural, traditional and subsistence activities historically and continually practiced by Native and non-Native peoples in the Gulf of Alaska; and

WHEREAS, the City of Cordova finds no scientific information or traditional knowledge demonstrating that the training activities can take place without negatively affecting salmon, whale, bird and other marine habitats.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Cordova, Alaska does hereby request that the Navy refrain from using live ordnance or sonar in any Marine Protected Area, including NOAA Fisheries Marine Protected Areas, State Marine Protected Areas and Habitat Areas of Particular Concern; and, the City of Cordova requests the Navy move these trainings 200 nautical miles from Alaskan shoreline.

PASSED AND APPROVED THIS 6th DAY OF MAY 2015

Jim Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

DRAFT

Memorandum

To: City Council
From: Planning Staff
Date: 4/24/2015
Re: Making Lots 12-18, Block 6, Original Townsite 'Available' for 2015 Land Disposal maps

PART I – GENERAL INFORMATION

Requested Action: Determine Disposal Status
Legal Description: Lots 12-18, Block 6, Original Townsite
Lot Area: Each lot area = 2,500 SF; Total Area = 17,500 SF
Parcel Number: 02-173-512, 513, 514, 515, 516, 517, 518
Zoning: Central Business District
Attachment A Location Map:
Attachment B Planning Commission Resolution

PART II – BACKGROUND

4/1/2015 City Council meeting, the council had a discussion about the Library and Museum and expressed the desire to begin the disposal process for these lots. Typically, the disposal process for City property does not begin until the City has received a letter of interest on a piece of property shown as 'Available' on the Land Disposal Maps. At the April 1st meeting City Council expressed an interest in beginning the disposal process now since the Museum and Library will be relocating to the Cordova Center in the latter part of 2015.

4/14/2015 P&Z meeting resolution 15-05 recommending that City Council make Lots 12-18, Block 6, Original Townsite 'Available' was passed

Resolution 15-05 – Making Lots 12-18, Block 6, Original Townsite 'Available'

A resolution of the Planning Commission of the City of Cordova, Alaska recommending to the City Council of the City of Cordova, Alaska that Lots 12-18, Block 6, Original Townsite be updated to 'Available' and added to the 2015 Land Disposal Maps

M/McGann S/Bailer to approve Resolution 15-05.

Upon voice vote, resolution **passed** 6-1.

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

Nay: **Pegau**

If the lots are made 'Available' by City Council, the disposal process can begin.

The attached location maps show the seven lots used by the Library and Museum outlined in green. These are the lots to be **made available**. The City-owned lots behind the existing Library and Museum are outlined in blue. These are shown just for reference and will remain 'Not Available.'

PART III – APPLICABLE CRITERIA

Map designations on the 2015 Land Disposal Maps:

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

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

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

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

PART IV – STAFF RECOMMENDATION

Staff recommend that the City Council make Lots 12-18, Block 6, Original Townsite available in the 2015 Land Disposal Maps.

PART V – SUGGESTED MOTION

I move to make Lots 12-18 Block 6, Original Townsite “Available “in the 2015 land disposal maps

Attachment A – Location Map



Attachment A – Location Map cont.



Attachment A – Location Map cont.



**CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 15-05**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,
ALASKA, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA THAT LOTS 12-18, BLOCK 6, ORIGINAL TOWNSITE BE UPDATED TO
'AVAILABLE' AND ADDED TO THE 2015 LAND DISPOSAL MAPS**

WHEREAS, the City of Cordova's City Manager and City Planner are directed by Cordova Municipal Code Section 5.22.040(D): *The city manager shall refer an application from a qualified applicant 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 application for review by the planning commission not later than its next regular meeting;* and

WHEREAS, the City of Cordova's Planning Commission has determined that updating the 2015 Land Disposal Maps at this time to make Lots 12-18, Block 6, Original Townsite 'Available' is important to maintain consistency with land disposal process; and

WHEREAS, the City of Cordova's Planning Commission has determined that Lots 12-18, Block 6, Original Townsite should be designated as 'Available' on the 2015 Land Disposal Maps in order to consider disposal; and

WHEREAS, the City of Cordova's Library and Museum are being relocated to the Cordova Center and there is no need for the City to retain the building or land where they were once located; and

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

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend to the City Council of the City of Cordova, Alaska that Lots 12-18, Block 6, Original Townsite be updated to 'Available' and added to the 2015 Land Disposal Maps.

PASSED AND APPROVED THIS 14TH DAY OF APRIL, 2015



John Greenwood, Chair

ATTEST:



Samantha Greenwood, City Planner

Memorandum

To: City Council
From: Planning Staff
Date: 4/24/2015
Re: Disposal of Lots 12-18, Block 6, Original Townsite (Library & Museum)

This action item is contingent on the City Council making Lots 12-18, Block 6, Original Townsite 'Available' and if this has not occurred then no action should be taken.

PART I – GENERAL INFORMATION

Requested Actions: Recommendation to City Manager on Disposal Method
Legal Description: Lots 12-18, Block 6, Original Townsite
Lot Area: Each lot area = 2,500 SF; Total Area = 17,500 SF
Parcel Number: 02-173-512, 513, 514, 515, 516, 517, 518
Zoning: Central Business District
Location Map: Attachment A

PART II – BACKGROUND

4/1/2015 City Council meeting At the City Council Regular Meeting held on April 1st, the council had a discussion about the Library and Museum and expressed the desire to begin the disposal process for these lots. Typically, the disposal process for City property does not begin until the City has received a letter of interest on a piece of property shown as 'Available' on the Land Disposal Maps. At the April 1st meeting City Council expressed an interest in beginning the disposal process now since the Museum and Library will be relocating to the Cordova Center in the latter part of 2015.

4/14/2015 P&Z meeting resolution 15-05 recommending that City Council make Lots 12-18, Block 6, Original Townsite 'Available' was passed

4/14/2015 P&Z recommend to City Council to put the buildings on Lots 12-18, Block 6, Original Townsite out for proposals

M/Bailer S/McGann to recommend to City Council to dispose of Lots 12-18, Block 6, Original Townsite and the improvements thereon by requesting sealed proposals to lease or purchase the property with the special conditions contained in the staff report.

McGann said that he wanted to change the special conditions so that they would only be disposing of the buildings.

M/Pegau S/McGann to amend the motion to strike 1b and 1c from the special conditions.

Bailer said he didn't understand why you want to limit it. The end result is to sell the property. *Pegau* said that the purpose is to ask whether or not there is interest in the buildings alone to give them more time to think about what they want to do with the land. *Baenen* said that they needed to ask for proposals on the building first.

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

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

Upon voice vote, amended main motion passed 7-0.

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

PART III – APPLICABLE CRITERIA

In accordance with the Cordova Municipal Code, the City Council will direct the City Manager how to dispose of the property. At this time City Council can add special conditions or requirements to be included in the RFP.

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. Proposals will be requested for the following:
 - a. The old Library/Museum building to be purchased and relocated.
 - ~~b. The land with no improvements. Proposals may be for individual or any combination of lots being disposed. (Additional costs for demolition of building may be added)~~
 - ~~c. The land with the existing building.~~

PART V – STAFF RECOMMENDATION

Staff recommends disposing of Lots 12-18, Block 6, Original Townsite and the improvements thereon by requesting sealed proposals. The special conditions that P&Z removed with the amended motion at the planning commission are in Strike Through font under special conditions above.

PART VI – SUGGESTED MOTION

“I move to direct the City Manager to dispose of the buildings on Lots 12-18, Block 6, Original Townsite by requesting sealed proposals with the special conditions contained in the staff report.”

Location Map



Memorandum

To: City Council
From: Planning Staff
Date: 4/10/15
Re: Land Disposal of Lot 15, Block 6, USS 2981

PART I – GENERAL INFORMATION

Requested Actions: Recommendation to City Council on Disposal Method
Legal Description: Lot 15, Block 6, USS 2981
Lot Area: 4,649 SF
Parcel Number: 02-373-138
Zoning: Parks and Open Space District
Location Map: Attachment A

PART II – BACKGROUND

3/5/15 - The City has received a letter of interest from Ardy and Laura Hanson (see Correspondence) for Lot 15, Block 6, USS 2981. Attached to the current letter is the letter they sent in 2005 trying to purchase the property.

4/15/2015 - At the P&Z regular meeting a recommendation was made to City Council that a portion of the lot be disposed of by direct negotiation the draft minutes from the meeting below explain how the Commission came to a portion of the lot.

M/Bailer S/Baenen to recommend to City Council to dispose of Lot 15, Block 6, USS 2981 by negotiating an agreement with Ardy and Laura Hanson.

Bailer asked if it was a buildable lot and if it was practical to build on. **S. Greenwood** said that it was 4,000 square feet, but that it was steep and access is difficult. **Bailer** asked why there was a letter from 10 years ago in the packet. **Hanson** said that the City told him they were not in the business of selling land. **Frohnapfel** verified that the lot was not subdivided as the adjacent lots were. **Baenen** asked where this lot was in relation to the steep rock wall. Stavig said it was further down Chase from this lot. **Pegau** said that when they looked at the disposal of the lots adjacent to this one they added a special condition that a greenbelt easement be added.

M/Pegau S/Baenen to amend the motion by adding a special condition to put a 20 foot greenbelt easement on the section closest to Chase Avenue.

Bailer said because it was direct negotiation that could be something to get negotiated. **Bailer** asked the commission if for consistency they should put the lot out for proposals. **Frohnapfel** said that for the **Davis** lots they did direct negotiations. **Bailer** asked if the greenbelt was necessary and if it could be enforced. **J. Greenwood** suggested selling a portion of the lot. **Hanson** said with the greenbelt there is no obligation that the owner has to stick to it. **J. Greenwood** said that if they want to maintain a greenbelt than they need to maintain ownership. **S. Greenwood** said that it is currently zoned Parks and Open Spaces and there is no minimum lot size so the lot would not be nonconforming. **Frohnapfel** said with the current zoning, **Hanson** would not be able to do anything with the lot besides own it and maintain it. **Bailer** said that to maintain a greenbelt they could just keep the lot and make it 'Not Available.' **Hanson** said he would be fine using it as he already is, but he is worried about private property on either side and it could be developed.

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

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

M/Pegau S/McGann to amend the motion to read “a portion of Lot 15, Block 6, USS 2981.”

S. Greenwood said she understood the intent of stating “a portion” and that staff could work with it during direct negotiations. Bailer said that he didn’t know about doing direct negotiation for a piece of property adjacent to other privately owned lots. **S. Greenwood** said it was not zoned residential. The adjacent lots are residential.

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

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

In accordance with the Cordova Municipal Code, the Planning Commission will give a recommendation to City Council of how to dispose of the property. This the time when special conditions to the disposal of the property should be added by city Council.

In order to keep a green belt along Chase Avenue the “portion” of the property that the city would keep would be similar to the lots adjacent to property being requested. The lower lot line dividing the adjacent properties to the right and left would be continued through the requested lot leaving the city owning the lower portion of the lot.

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 – STAFF RECOMMENDATION

Staff recommend disposing of Lot 15, Block 6, USS 2981 by negotiating an agreement with Ardy and Laura Hanson.

PART V – SUGGESTED MOTION

“I move to recommend to City Council to dispose of Lot 15, Block 6, USS 2981 by negotiating an agreement with Ardy and Laura Hanson.”

Location Map

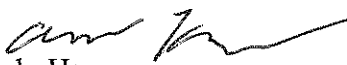


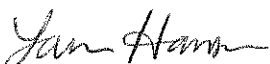
March 5, 2015

City of Cordova,

We are interested in purchasing a portion of city-owned property. Lot 15, Block 6--- It is located directly adjacent to the our residence at 310 Railroad Row. Our objective is to maintain a greenbelt behind our home. We are interested in negotiating a price with the City of Cordova regarding this property. Please inform us on the next step to take in order to purchase this property.

Thank you,


Ardy Hanson


Laura Hanson
424-3749
PO Box 2575
Cordova, AK 99574

August 8, 2005

Scott Hahn,
City Manager

City of Cordova,

We are interested in purchasing city-owned property. Lot 15, Block 6--- It is located behind our residence at 310 Railroad Row (Lots 13 & 2, Block 6, USS 828 & USS 2981). The only other access to this property, other than through our property or other privately owned property is an unmaintained alley way. Our objective is to enhance and further upgrade the landscaping of the area on this small lot directly adjacent to our home. We are interested in negotiating a price with the City of Cordova regarding this property. Please inform us on the next available steps to take in order to purchase this property.

Thank you,

Ardy Hanson

Laura Hanson
424-3749
PO Box 2575
Cordova, AK 99574

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: April 15, 2015
TO: Mayor & City Council
SUBJECT: Liquor License Renewals

The Clerk's office has received notification that the following local establishments have applied for renewal of their liquor licenses with the State Alcoholic Beverage Control Board. Police Chief Hicks and Finance Director Jon Stavig have been advised and their suggestions to Council are attached hereto. The Clerk's office opines as follows: at this time Anchor Bar & Grill are current on property taxes; Doreen Wickham owner of Cordova Hotel & Bar, is delinquent in paying her 2013 & 2014 property taxes. In the past, Council has opted to refer action on those licensees that are delinquent on property tax payment to the City. Per the Alcohol Beverage Control Board's letter, Council can protest the renewal within 60 days of the date of the letter (April 15) which would require action by June 15, 2015.

Licenses: # 61 Anchor Bar & Grill – beverage dispensary
62 Anchor Liquor Store – package store
277 Cordova Hotel & Bar - beverage dispensary
278 Cordova Hotel & Bar - package store

Suggested motion: move to waive Council's right to protest these renewals – Council could separate these and waive the right to protest for some and do something else for others.

Required Action: Majority voice vote or unanimous roll call vote of the consent calendar.



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Commerce, Community,
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

Sarah Daulton Oates
2400 Viking Drive
Anchorage, AK 99501
Direct: 907.269.0356
Fax: 907.334.2285

April 15, 2015

City of Cordova
Attn: Susan Bourgeois, City Clerk
VIA Email: cityclerk@cityofcordova.net

Re: Notice of Liquor License Renewal Applications

Dear Ms. Bourgeois,

We have received a renewal application for each of the following licenses within your jurisdiction:

Lic. #	Doing Business As	License Type	Licensee	Premises Address
61	Anchor Bar & Grill	Beverage Dispensary	Tiny Wings, Inc.	207 Breakwater Avenue
62	Anchor Liquor Store	Package Store	Tiny Wings, Inc.	207 Breakwater Avenue
277	Cordova Hotel & Bar	Beverage Dispensary	Dorene K. Wickham	1 st between A & B Streets
278	Cordova Hotel & Bar	Package Store	Dorene K. Wickham	1 st between A & B Streets

A local governing body as defined under AS 04.21.080(b)(18) may protest the approval of an application(s) pursuant to AS 04.11.480 by providing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is arbitrary, capricious, and unreasonable. Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale

or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify our office and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind when responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application(s) referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information regarding local governing body protests, please refer to 3 AAC 304.145.

If you have any questions or concerns or require additional information, please feel free to contact me directly.

Sincerely,

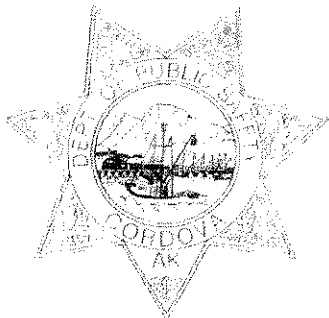


Sarah Daulton Oates

Records & Licensing Supervisor

sarah.oates@alaska.gov

(907)269-0356



Cordova Police Department

Phone: (907) 424-6100 Fax: (907) 424-6120
P.O. Box 1210 Cordova, Alaska 99574
Policechief@cityofcordova.net

To: Susan Bourgeois, City Clerk
From: Michael Hicks, Chief of Police
Cc: Randy Robertson, City Manager
Date: April 17, 2015
Re: Liquor License Renewals

Dear Ms. Bourgeois,

To my knowledge, there is no reason why the liquor licenses for the below-mentioned establishments should not be renewed.

Lic. #	Doing Business As	License Type	Licensee	Premises Address
61	Anchor Bar & Grill	Beverage Dispensary	Tiny Wings, Inc.	207 Breakwater Avenue
62	Anchor Liquor Store	Package Store	Tiny Wings, Inc.	207 Breakwater Avenue
277	Cordova Hotel & Bar	Beverage Dispensary	Dorene K. Wickham	1 st between A & B Streets
278	Cordova Hotel & Bar	Package Store	Dorene K. Wickham	1 st between A & B Streets

If you have any questions don't hesitate to contact me.

Sincerely,

Michael Hicks

Pending agenda:

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

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

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

Meeting with **Joanie Behrends** regarding COOP plan

May 20 – possible 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
May 2015; June 2015; July 2015

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 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	13 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	14	15	16 4pm HS Graduation
17	18	19 6:30 P&Z LMR	20 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	21 12:00 Council Special Meeting CH—to certify election	22 Last day of school!!	23
24 <hr/> 31	25 Memorial Day City Hall Offices Closed	26 6 pm Parks & Rec CH	27	28	29	30

June 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	4	5	6
7	8	9 6:30 P&Z LMR	10 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	11	12	13
14	15	16	17 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	18	19	20
21	22	23 6 pm Parks & Rec CH	24	25	26	27
Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary						Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm HSL-High School Li- brary 120

July 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library			1 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	2	3 Independence Day observed City Hall Offices Closed	4
5	6	7 6:30 P&Z LMR	8 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	9	10	11
12	13	14	15 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	16	17	18
19	20	21	22	23	24	25
26	27	28 6 pm Parks & Rec CH	29	30	31	Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library 121

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

MAYOR AND CITY COUNCIL - ELECTED

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

SCHOOL BOARD - ELECTED

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

LIBRARY BOARD - APPOINTED

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

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

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

PLANNING AND ZONING COMMISSION - APPOINTED

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

HARBOR COMMISSION - APPOINTED

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

PARKS AND RECREATION COMMISSION - APPOINTED

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