

**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**  
summer vacation

**REGULAR COUNCIL MEETING  
JUNE 03, 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. Dr. Gabriel Wolken..... (page 1)**

Climate and Cryosphere Hazards Program, AK Division of Geological & Geophysical Surveys – report on snow and ice research and the high-elevation weather station in the Scott Glacier catchment

**b. Dr. Jerome Montague**, Alaskan Command – reporting on “Northern Edge – 2015” military training exercise in the Gulf of Alaska

**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)**

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

**4. Ordinance 1129..... (page 6)**

An ordinance of the City Council of the City of Cordova, Alaska, amending section 5.40.030 C, 5.40.030 D and 5.40.030 BB of the Cordova Municipal Code regarding exemptions from sales tax – 2<sup>nd</sup> reading

**5. Resolution 06-15-29..... (page 9)**

A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of Tract B-2 of Pebo Subdivision

**6. Resolution 06-15-30..... (page 13)**

A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of ‘Subdivision of US Survey 901’

**7. Authorization of exceptional use permit for alcohol consumption – Copper River..... (page 17)**

Wild Salmon Festival July 17-18, 2015 at Mt. Eyak and/or Bidarki Rec Center

**8. Record excused absences for Council members *Beedle*, *Reggiani* and *Burton* from the May 6 Council meeting.**

**9. Record excused absence for Council member *Burton* and unexcused absence for Council member *Reggiani* from the May 20 Council meeting.**

**H. APPROVAL OF MINUTES**

**10. 05-06-15 Regular Meeting Minutes..... (page 20)**

**11. 05-20-15 Regular Meeting Minutes..... (page 27)**

## **I. CONSIDERATION OF BIDS**

## **J. REPORTS OF OFFICERS**

### **12. Mayor's Report**

### **13. Manager's Report**

- a. Cordova Center report – including financials..... (page 32)
- b. City financial report..... (page 36)

### **14. City Clerk's Report**

## **K. CORRESPONDENCE**

### **15. Letter from Masolini supporting Blackler Boat Maintenance Building Proposal..... (page 39)**

### **16. Letter from Maxwell supporting Bayside Storage Proposal..... (page 40)**

### **17. Letter from Northern Lights Electrical supporting Bayside Storage Proposal..... (page 41)**

## **L. ORDINANCES AND RESOLUTIONS**

### **18. Substitute Ordinance 1126..... (voice vote)(page 42)**

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

### **19. Resolution 06-15-28..... (voice vote)(page 45)**

A resolution of the City Council of the City of Cordova, Alaska, setting the mill rate for the 2015 tax year

## **M. UNFINISHED BUSINESS**

### **20. Council action on PWSSC request for reimbursement..... (roll call vote)(page 50)**

### **21. Council action on Disposal of Lot 4A, Block 5, NFDPA Addn #2..... (voice vote)(page 56)**

### **22. Council action on Disposal of Lot 13, Block 12, Original Townsite..... (voice vote)(page 77)**

### **23. Council action on Disposal of Tract 1A, Ocean Dock, Addn #2..... (voice vote)(page 91)**

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

### **24. Providence Health & Services Alaska draft CCMC consulting agreement..... (voice vote)(page 112)**

### **25. Review of City Clerk applicants – possible interview scheduling..... (voice vote)(page 129)** (may be discussed in executive session)

### **26. Pending Agenda, Calendar, Elected & Appointed Officials lists..... (page 132)**

## **O. AUDIENCE PARTICIPATION**

## **P. COUNCIL COMMENTS**

### **27. Council Comments**

## **Q. EXECUTIVE SESSION**

### **28. see item 25. above**

## **R. ADJOURNMENT**

xxxxx THE BEARS ARE OUT xxxxx

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

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# ALASKA DIVISION OF GEOLOGICAL & GEOPHYSICAL SURVEYS

Annual Report  
2014



State of Alaska  
Department of Natural Resources  
**DIVISION OF GEOLOGICAL &  
GEOPHYSICAL SURVEYS**

January 2015





## CLIMATE AND CRYOSPHERE HAZARDS

Most high-latitude northern regions have undergone rapid and substantial warming over the last few decades. Alaska is particularly sensitive to the effects of climate warming, as much of its social and economic activity is connected to the existence of snow, ice, and permafrost (the cryosphere). Changes in climate can modify natural processes and could increase the magnitude and frequency of certain types of geologic hazards (such as avalanches, floods, erosion, slope instability, thawing permafrost, and glacier lake outburst floods), which, if not properly addressed, could have a damaging effect on Alaska's communities and infrastructure, as well as on the livelihoods and lifestyles of Alaskans.

The Alaska Division of Geological & Geophysical Surveys' (DGGs) Climate and Cryosphere Hazards Program (CCHP) combines field-based observations, remote sensing, and modeling to assess, monitor, and predict the impacts of a changing cryosphere on resources and infrastructure in Alaska.

### CCHP Headlines for 2014

- The City of Valdez partners with CCHP to continue climate and cryosphere monitoring in the Valdez area and helps support a multi-agency high-elevation weather station network.
- CCHP launches two new studies with the Alaska Department of Transportation and Public Facilities (DOT&PF), investigating destructive debris flows along the Haines Highway and assessing snow-avalanche potential along Richardson and Dalton highway corridors. See separate project descriptions for details.
- Glacier and Runoff Changes study in the upper Susitna Basin completes its third and final field season as part of the Susitna-Watana Hydroelectric Project pre-licensing studies.
- CCHP takes over support of upper Susitna basin high-elevation weather stations in order to continue the collection of critical meteorological information in an important watershed.
- End-of-winter radar-derived snow water equivalent (SWE) measurements acquired for the third consecutive year over glaciers in central and south-central Alaska.

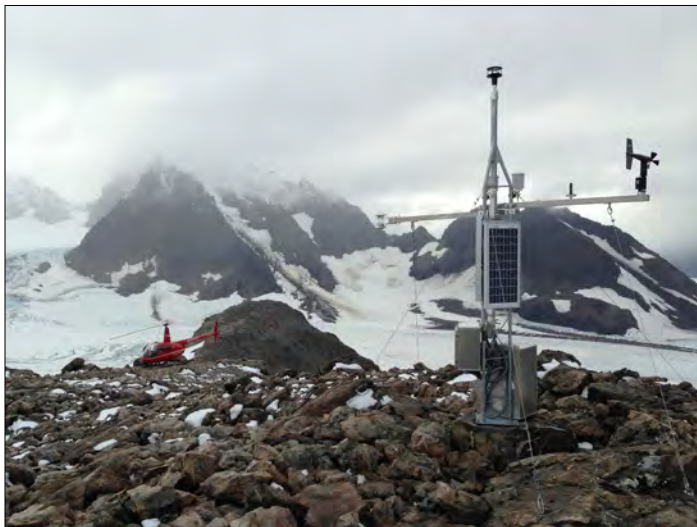


Figure 1. (above) Servicing a high-elevation weather station in the Scott Glacier watershed near Cordova, Alaska.

The Climate and Cryosphere Hazards Program is partially funded by the State of Alaska as a Capital Improvement Project (CIP).



Figure 2. (right) Calibrating ground-based radar data for snow distribution monitoring in the Valdez Glacier watershed.



## UNSTABLE SLOPES ALONG THE HAINES HIGHWAY

Many of the geologic hazards in Alaska are associated with unstable slopes that have the potential to rapidly mobilize with little or no warning, resulting in potential loss of life and significant damage to property, infrastructure, and economy. Changes in the cryosphere (such as thawing permafrost and glacier wastage and retreat), are thought to be responsible for the rising number of mass movements in high-latitude and high-elevation areas. Such changes in Alaska are exacerbated by rising air temperatures, high amounts of precipitation, snow avalanching, and strong ground motions caused by frequent moderate to large earthquakes.



In 2014, the Alaska Division of Geological & Geophysical Surveys (DGGs) began a collaborative study with the Alaska Department of Transportation & Public Facilities (DOT&PF) along the Haines Highway corridor near Haines, Alaska (fig. 1). The intent of this study is to evaluate, monitor, and model geophysical processes, including cryosphere-related changes, along this important transportation corridor where destructive debris flows regularly impact the highway by threatening motorists, damaging infrastructure, and impeding traffic flow. Repeat aerial photography and digital surface model (DSM) generation of this dynamic catchment is the first step to allow DGGs to quantify debris volumes, understand the source of the debris flows, and provide guidance to DOT&PF planners for mitigating the hazard to the roadway (fig. 2).

Figure 1. DGGs and DOT&PF scientists and maintenance personnel conduct field-based reconnaissance of the Haines Highway milepost 19 debris fan.

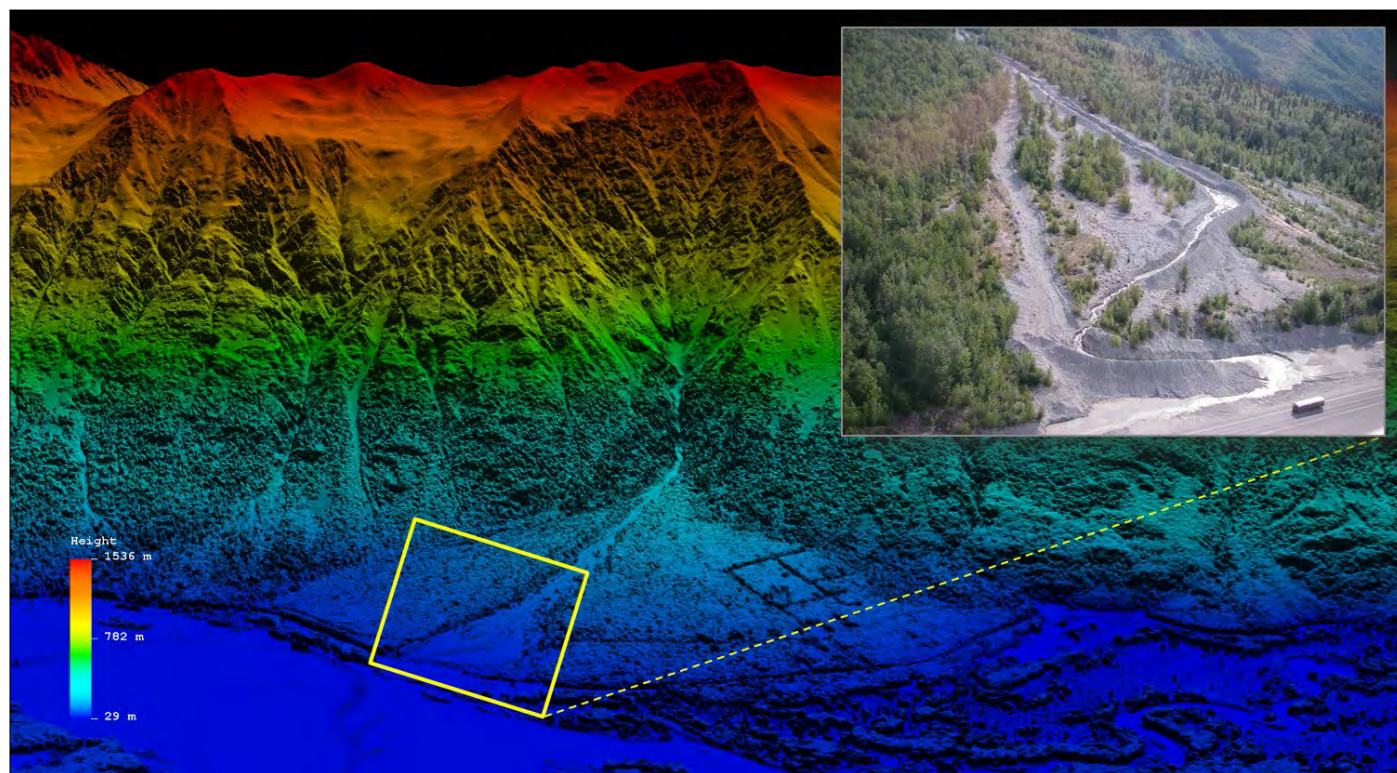


Figure 2. May 2014 photogrammetrically-derived digital surface model (DSM), produced by DGGs scientists, of the Haines Highway milepost 19 catchment.



## SNOW AVALANCHE SUSCEPTIBILITY

Snow avalanches are dangerous natural hazards that occur in mountainous areas throughout Alaska. In many areas of the state, avalanches threaten public safety and infrastructure and can lead to lengthy closures of important transportation routes. The economic impacts of such avalanches, from the removal of avalanche debris blocking the transportation corridor to the impedance of traffic, can be significant at both the local and state levels.

The Alaska Division of Geological & Geophysical Surveys (DGGs) recently launched a study with the Alaska Department of Transportation & Public Facilities (DOT&PF) along the Richardson and Dalton highway corridors to evaluate the utility of incorporating avalanche susceptibility and prediction models into future DOT maintenance activities, with the goal of decreasing DOT&PF's operating expenses, increasing the functionality of the highway system, and increasing safety for the traveling public.

The first, or pilot, stage of the study is focused on gathering baseline data and generating avalanche incidence and susceptibility maps along the southern Richardson Highway and the Dalton Highway near Atigun Pass using geostatistical modeling techniques. Model-derived avalanche release areas and runout distances will be validated with field-based observations and recent and historical avalanche information, such as the massive avalanches that occurred in 2014 (for example, Keystone Canyon near Valdez) (figs. 1 and 2). The second stage (funding dependent) would involve developing a method to incorporate avalanche prediction models in future DOT activities at an operational level.

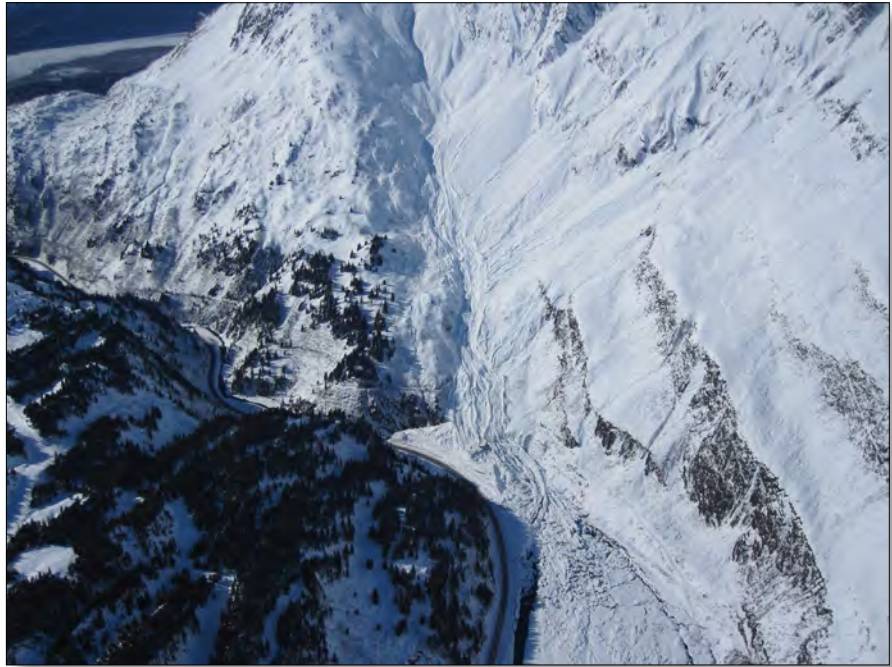


Figure 1. Oblique air photo of the Richardson Highway at Keystone Canyon two months after the large avalanche ("damalanche") that occurred in January 2014 and cut off the community of Valdez from the road system for several days. An enormous deposit of avalanche debris is visible along the side of the highway (lower center), as well as remnants of the lake that formed when the avalanche dammed the Lowe River (lower right).

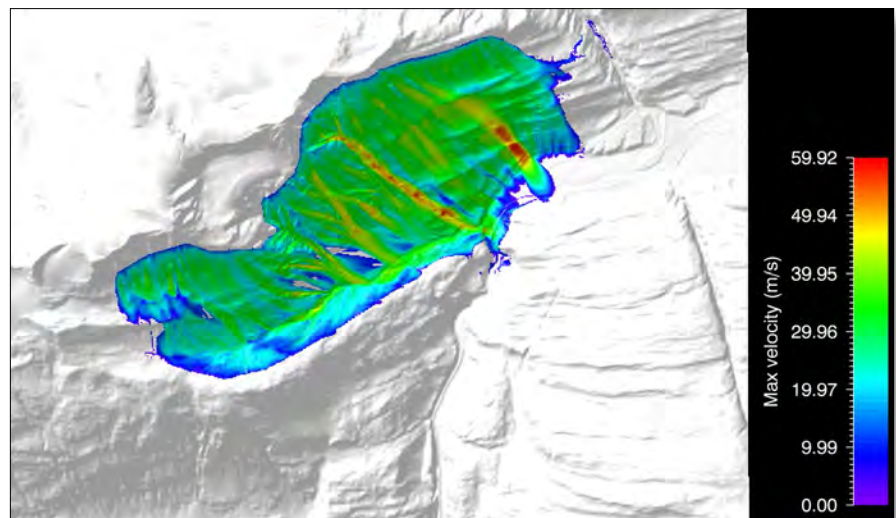


Figure 2. Preliminary snow avalanche model calibration results for Keystone Canyon, Richardson Highway, Alaska.



## GLACIER AND RUNOFF CHANGES IN THE UPPER SUSITNA BASIN

The Alaska Energy Authority (AEA) has been authorized by the State of Alaska to perform studies required for the licensing process of the proposed Susitna–Watana Hydroelectric Project, which aims to serve the region’s energy needs. Critical to any hydroelectric development is a firm understanding of the basin-wide contributions to river runoff and how these might change over time to influence the quantity and seasonality of flow into a hydroelectric reservoir. In the upper Susitna basin, changes in glacier volume and extent in response to climate warming and/or altered precipitation regimes have the potential to substantially alter the magnitude and timing of runoff. Although only about 4 percent of the upper Susitna watershed area (13,279 km<sup>2</sup>) is glacierized, these glaciers provide a significant portion of the total runoff in the upper Susitna drainage, and it is well documented that these glaciers are currently retreating.

The Alaska Division of Geological & Geophysical Surveys (DGGS) and the University of Alaska Fairbanks (UAF) are in the third and final year of a hydrology study of the upper Susitna drainage basin (figs. 1 and 2). The focus of the study is on modeling the effects of future climate variability and change, permafrost thaw, and glacier wastage and retreat on runoff. The study combines field measurements of glacier mass balance, snow accumulation, runoff, and meteorology with computational modeling to provide estimates of recent historical and future runoff into the proposed 63-km-long, 81 km<sup>2</sup> reservoir.

Results from this project are expected to be published in spring 2015.



Figure 1. DGGS and UAF scientists collect data from a ‘floating’ weather station on West Fork Glacier.



Figure 2. DGGS scientist returns to the helicopter after servicing a high-elevation weather station and telemetry repeater in the upper Susitna basin.

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

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DATE: May 12, 2015  
TO: Mayor and City Council  
SUBJECT: Ordinance 1129

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Council member Bailer initiated discussion on the topic of sales tax exemptions and suggested an increase to the amount of a “per single purchase transaction” sales tax exemption that now exists in City Code. Council was in concurrence and directed staff to bring back an ordinance to change that amount from \$2,500 to \$3,000. There has been an error in another part of that code section since it was entered into code via citizen initiative and staff has decided this was a good time to remedy that as well; therefore the BB section is being corrected to read AC.

Required action: Majority voice vote on first reading.



**CITY OF CORDOVA, ALASKA  
ORDINANCE 1129**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AMENDING SECTION 5.40.030 C, 5.40.030 D AND 5.40.030 BB OF THE CORDOVA  
MUNICIPAL CODE REGARDING EXEMPTIONS FROM SALES TAX**

**WHEREAS**, 5.40.030 C and D were initially entered into City Code via Ordinance 865 in June of 2000, almost 15 years ago; and

**WHEREAS**, in recent discussions, Council determined that raising the maximum on these two exemptions from \$2,500 to \$3,000 would not cause undue hardship for businesses or consumers; and

**WHEREAS**, 5.40.030 BB was code written by citizens and entered into code via a citizen initiative that passed by a vote of the people and contains a typo regarding the BB which should read AC.

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

Section 1. Section 5.40.030 of the Cordova Municipal Code is hereby amended as follows:

5.40.030 - Exemptions.

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

A. Proceeds from casual, occasional or isolated sales which are easily identified as the sale of personal goods or property at such private functions as moving, garage, yard, food and bake sales, sale of private vehicles when the seller is not a dealer in used vehicles, or services such as babysitting or house-sitting. A city license is not required under this subsection A;

B. Sales of insurance and bonds of guaranty and fidelity;

C. Fees for sales and services in excess of ~~two-thousand, five-hundred~~ **two-three** thousand dollars per single purchase transaction. This exemption does not apply to accumulative purchases and billed as a lump sum in excess of ~~two-thousand, five-hundred~~ **two-three** thousand dollars except as provided in Section 5.40.030(D) relating to sales of construction materials and services.

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

D. Sales of construction materials and services exceeding ~~two-thousand, five-hundred~~ **two-three** thousand dollars for use in each construction project paid for by any one purchaser during any twelve consecutive month period; provided, that the purchaser has obtained a building permit from the city prior to the start of the project and all receipts for construction materials and services clearly show the building permit number. Construction materials are those items becoming a permanent part of the structure. Purchaser may pay all sales tax on

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

such materials and services and may apply for a refund as set out in Section 5.40.042 of this code or may pre-pay applicable city sales tax in advance and receive an exemption card;

**BB AC**. Home heating oil purchased for use in a dwelling, as defined in Section 18.08.190, for use at that location conditioned on the following:

1. That no more than fifty percent of the floorspace of the building(s) considered as dwellings be used as nonresidential use, including business activities.
2. That the dwelling be operated in compliance with all other regulations and laws.
3. If a fuel tank is used to supply more than one structure or area then no more than fifty percent of the floorspace and area supplied shall be nondwelling and nonresidential including business activities.

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: May 20, 2015  
2nd reading and public hearing: June 3, 2015

**PASSED AND APPROVED THIS 3<sup>rd</sup> DAY OF JUNE, 2015**

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

Attest:

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

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



# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 5/26/2015  
**Re:** Final Plat Approval Subdivision of Tract B-2 of Pebo Subdivision'

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## **PART I – GENERAL INFORMATION**

Requested Actions: Final Plat Approval  
Applicant: Lucas Borer  
Legal Description: Tract B-2 of Pebo Subdivision  
Parcel Number: 03-070-855  
Zoning: Unrestricted  
Attachment A Location Map  
Attachment B Plat

## **PART II – BACKGROUND**

5/19/2015 P&Z meeting final Plat for Tract B-2 of Pebo Subdivision was reviewed and recommend to City Council for approval

M/McGann S/Bailer to approve the final plat request for 'Plat of Subdivision of Tract B-2 of Pebo Subdivision.'

Upon roll call vote, main motion passed 7-0.

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

The proposed subdivision is to divide the current Tract into two tracts: Tract B-2A and (18.99 acres) and Tract B-2B (20.0 acres). Both tracts will meet the Unrestricted District code requirements.

## **PART III – STAFF RECOMMENDATION**

Staff recommend that the request for final plat approval for 'Plat of Subdivision of Tract B-2 of Pebo Subdivision' be approved by city Council.

## **PART IV – SUGGESTED MOTION**

"I move to approve Resolution 06-15-29."

**CITY OF CORDOVA, ALASKA  
RESOLUTION 06-15-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROVING THE FINAL PLAT OF TRACT B-2 OF PEBO SUBDIVISION**

**WHEREAS**, the City Council of the City of Cordova recognizes that the Planning and Zoning Commission, completed a review of the final plat, and recommended at their May 19, 2015 meeting that the final plat be approved by the city Council; and

**WHEREAS**, this is the plat of Tract B-2 of Pebo Subdivision creating Tract B-2A and Tract B-2B of Pebo Subdivision; and

**WHEREAS**, the plat is subject to all conditions, easements, covenants, reservations, restrictions and rights of way of record; and

**WHEREAS**, the proposed subdivision is zoned Unrestricted.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby approves the final plat of Tract B-2 of Pebo Subdivision effective the date this resolution is approved.

**PASSES AND APPROVED THIS 3<sup>rd</sup> DAY OF JUNE, 2015.**

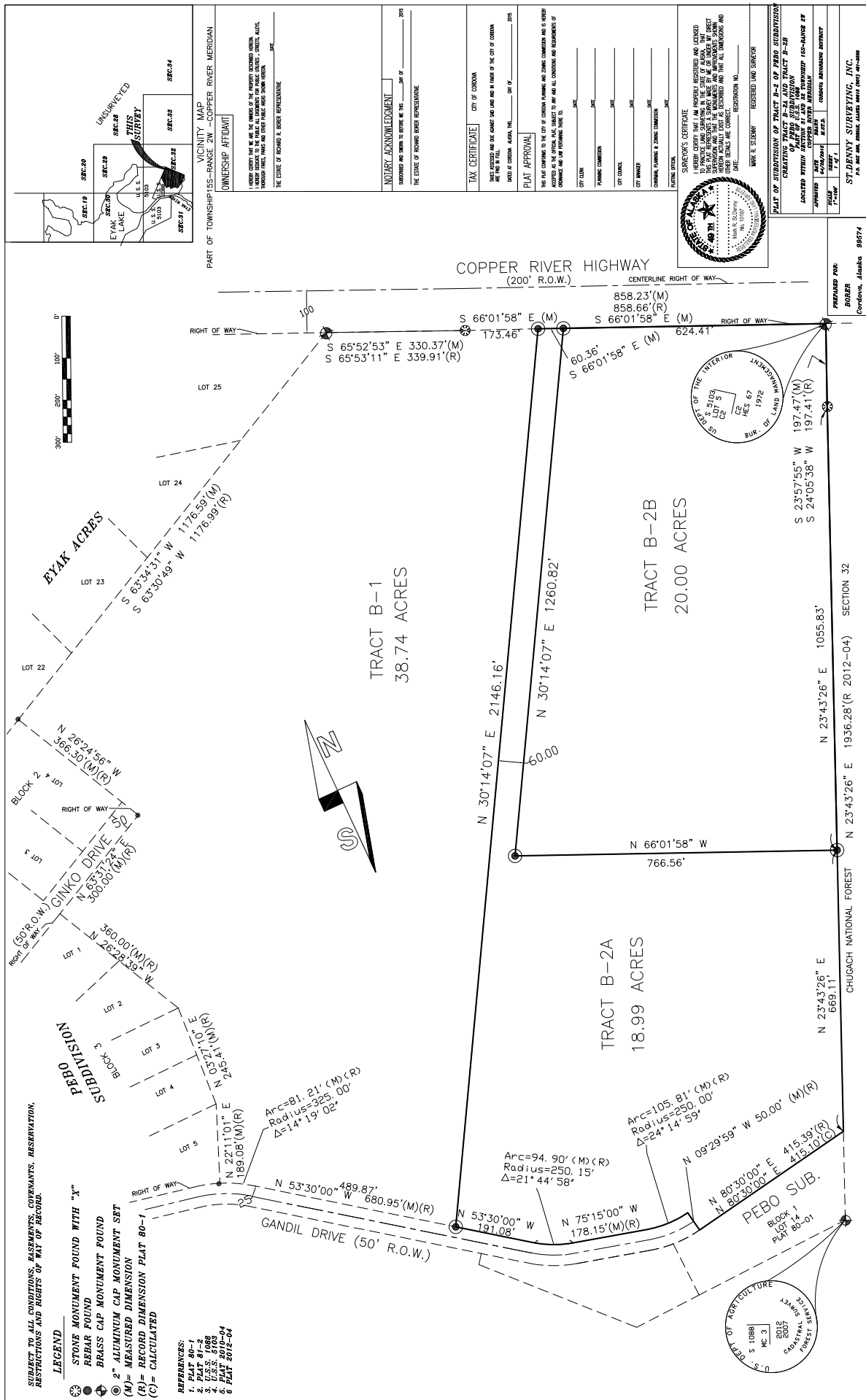
\_\_\_\_\_  
James Kacsh, Mayor

Attest:

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

**Attachment A – Location Map**







# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 5/27/15  
**Re:** Resolution 06-15-30 – Final Plat Request for ‘Subdivision of US Survey 901’

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## **PART I – GENERAL INFORMATION**

Requested Actions: Final Plat Approval  
Applicant: Lucas Borer  
Legal Description: US Survey 901  
Parcel Number: 02-086-200  
Zoning: Low Density Residential  
Attachments: Location Map  
Plat

## **PART II – BACKGROUND**

5/19/15 – At the Planning Commission Regular Meeting the following occurred:

*M/McGann S/Bailer* to approve the final plat request for ‘Subdivision of US Survey 901.’

*M/Bailer S/Baenen* to refer this back to staff to address access and remove “cemetery.”

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

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

5/27/15 – At the Planning Commission Special Meeting the following occurred:

*M/McGann S/Bailer* to approve the final plat request for ‘Subdivision of US Survey 901.’

Upon roll call vote, motion **passed** 7-0.

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

This subdivision creates Borer Bone Yard and Tract 1 in US Survey 901. Both lots meet the requirements of the Low Density Residence District.

## **PART III – STAFF RECOMMENDATION**

Staff recommend that the request for final plat approval for ‘Subdivision of US Survey 901’ be approved. The applicant has responded to the two items required by the Planning Commission: the word “cemetery” has been removed and a 15 foot access easement from the Copper River Highway to the Borer Bone Yard lot has been added.

## **PART IV – SUGGESTED MOTION**

“I move to approve Resolution 06-15-30.”

**CITY OF CORDOVA, ALASKA  
RESOLUTION 06-15-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROVING THE FINAL PLAT OF ‘SUBDIVISION OF US SURVEY 901’**

**WHEREAS**, the City of Cordova recognizes that the Planning Commission, having completed a review of the final plat, recommended at their May 27, 2015 Special Meeting that the final plat be approved; and

**WHEREAS**, this is the plat of ‘Subdivision of US Survey 901 Creating: Borer Bone Yard and Tract 1 in US Survey 901’; and

**WHEREAS**, the plat is subject to all conditions, easements, covenants, reservations, restrictions and rights of way of record; and

**WHEREAS**, the proposed subdivision is zoned Low Density Residence District.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Cordova, Alaska hereby approves the final plat of ‘Subdivision of US Survey 901’ effective the date this resolution is approved.

**PASSED AND APPROVED THIS 3<sup>rd</sup> DAY OF JUNE, 2015**

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

Attest:

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

Attachment A – Location Map







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

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DATE: May 26, 2015

TO: Mayor and City Council

SUBJECT: Exceptional Use Permit

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Attached is a request from Cordova Arts and Pageants to serve alcohol at the Copper River Wild Salmon Festival on July 17-18, 2015. The event occurs at Mt Eyak Ski Area under a tent and if there is strong wind, the alternate location is Bidarki Rec Center.

Attached is the pertinent Code (6.12.030) that prohibits the consumption of alcohol in public places and the Code 6.12.040 which allows Council to authorize a use permit that excepts any such public place from the provisions in 6.12.030 (thereby allowing alcohol at the location).

**STAFF RECOMMENDATION:** Move to approve the Cordova Arts & Pageant's request for an exceptional use permit per CMC 6.12.040.

**REQUIRED ACTION:** Majority voice vote or approval of the consent calendar.



## Salmon and Art, help us celebrate what sustains us!

PO Box 71, Cordova Alaska 99574 [www.cordovaarts.org](http://www.cordovaarts.org)

Mayor Jim Kasch  
City Council Members

May 30, 2015

Ladies and Gentlemen:

Cordova Arts & Pageants is again partnering with the Alaska Salmon Runs, Prince William Science Center, Copper River Watershed Project, Copper River PWS Marketing Association and many other local organizations to produce the 11th annual Copper River Wild Salmon Festival on July 17-18, 2015. This event includes the 15th annual Salmon Jam Music Festival and 28th annual Alaska Salmon Runs along with several other entertaining and educational components. Copper River Wild Salmon Festival is a home-grown event, but is quickly making Cordova a more popular place to visit in the summer.

On behalf of the aforementioned organizations, I would like to request an exceptional use permit to City Ordinance 6.12.030 regarding the allowance of alcoholic beverages within a municipal building for this annual event, the Copper River Wild Salmon Festival. Should we encounter strong winds at any point during the weekend, we have chosen the Bidarki Recreation Center for the alternate location. Otherwise the festival grounds have been the Mt Eyak Ski Area under the festival tent which was purchased by Cordova Arts & Pageants. Every year, the festival receives an ABC permit from the state.

The hours of beer/wine sales are from 6-midnight Friday night and 6-midnight Saturday night. The festival shuts down at 1 am each night, and all alcohol will be secured and locked up after that time.

The festival has benefited from the city's involvement in making this a great family event for Alaskan families and we look forward to future festivals. If you haven't been to the festival yet, may I encourage you to come and participate? You'll see how this festival has grown to become an Alaskan favorite. You can check out the festival's website at: [www.copperriverwild.org](http://www.copperriverwild.org)

Thank you for your consideration.

Sincerely,

Cathy Long  
Volunteer  
Cordova Arts & Pageants



### **6.12.030 Alcoholic beverages—Consumption in public places.**

- A. It is unlawful for any person to consume any alcoholic beverage on any public street, alley or highway within the city limits or in or upon the grounds of any city building or property, except as permitted by ordinance, use permit or regulation.
- B. It is unlawful for any person to possess any open bottle, can, or other receptacle, containing any alcoholic beverage on any public street, sidewalk or alley within the city limits or in or upon the grounds of any municipal building or property, except as permitted by ordinance, use permit or regulation.
- C. The city council is authorized to designate public areas and places within the city limits, in addition to those specified in subsection A and B of this section, in which the consumption of alcoholic beverages or possession of open alcoholic beverage containers is prohibited, and to cause signs to be posted in such areas or places advising members of the public of the prohibition.

*(Ord. 835 (part), 1999).*

### **6.12.040 Exceptions.**

The city council is authorized by use permit to except any public street, alley, highway, city building or city property from [Section 6.12.030](#).

*(Ord. 835 (part), 1999).*

**CITY COUNCIL REGULAR MEETING  
MAY 06, 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 May 6, 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*, *Tom Bailer* and *Josh Hallquist*. Council member *Tim Joyce* was present via teleconference. Council members *Robert Beedle*, *Dave Reggiani* and *James Burton* were absent. Also present was City Clerk *Susan Bourgeois*.

**D. APPROVAL OF REGULAR AGENDA**

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

Vote on motion: 4 yeas, 0 nays, 3 absent. Burton-absent; Joyce-yes; Beedle-absent; Hallquist-yes; Carpenter-yes; Reggiani-absent and Bailer-yes. Motion was approved.

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

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

**1. Guest Speaker**

a. *John Bitney* gave an update on the legislative session. They are currently in a special session. The legislature has passed a capital and an operating budget. The operating budget has been sent to the Governor for his review and signature – his deadline to deal with that is May 19. The capital budget has not been sent by the Senate to the Governor because it has not received the 3/4 vote required to access the constitutional reserve for FY16 (\$3.2 billion would be needed to balance FY16). For Cordova: the operating budget fully funds the BSA as far as education, there is also \$7 million for the AMHS (of course we don't yet know what that will do for our ferry).

b. *Emily Stolarczyk*, program manager for the Eyak Preservation Council gave a synopsis of the planned Navy exercise in the Gulf of Alaska later in the summer. She also put a resolution before Council for action tonight.

**2. Audience comments regarding agenda items**

*Jacob Betts*, Trident Seafoods, spoke against Council raising the industrial water rates.

*John Harvill*, 701 Railroad Avenue, spoke about agenda items 20 & 29. He fully agrees that we should have third party outside management of the hospital. He feels that Providence did a horrible job fulfilling their contract with the City. He also spoke to the Navy exercise and said there isn't anyone here who has the professional skills to question what the federal government and our Navy are doing to protect this country.

*Juraj Kusnir*, Copper River Seafoods, spoke against Council raising the industrial water rates.

*Carol Hoover* spoke against the Navy exercise in the Gulf and called it a jobs issue and a sustainability issue, not just an environmental issue.

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

Harbormaster *Tony Schinella* said Harbor Commission met last month but will be missing May due to the fishing schedule.

*Carpenter* reported for the HSB – she spoke to *Sean McCallister* recently about day-to-day happenings. He and *Stephen Sundby* will be working to find a business manager or the like to fill the gap because *Tiffany (Varnadoe)* is very overworked. They are in the process of hiring a female provider, a nurse practitioner. Also, they are working on hiring a new director of nursing. She said *Dr. Blackadar* is concerned about the



schedule as he is 5 days a week in the clinic and then on-call for the ER each night. We hope to figure out a different arrangement with the Ilanka providers.

a. Planning and Zoning Commission Resolution 15-07 – **Mayor Kacsh** asked **Bailer** to report on the Planning and Zoning Commission meeting, and this resolution they put forward to Council.

**Bailer** said he doesn't support this resolution. **Bourgeois** said this was included as informational, a recommendation from P&Z which it is appropriate to bring forward to Council in Resolution form. She anticipated that it would be for Council to then direct staff to bring something to a future Council meeting regarding this recommendation. **Bailer** opined that he is in disagreement with needing to use a lawyer with all of this. He said the commission has done a lot of work and some of these code changes are small, easy changes – he doesn't see the need for a lawyer to do this. **Mayor Kacsh** said we had spent \$50K/ year for a couple of years to get major portions of code thoroughly looked at and reworded and simplified by the City Attorney and this is P&Z asking for out-of-cycle budgeting for more of that. He believes it should come back as a resolution with a budget amendment and a fiscal note so Council could take action on it. **Hallquist** wanted more clarification from P&Z on what exactly was necessary as far as code changes, why spend this money, what are we changing that doesn't work for us, are there things we are getting sued all the time over. **Bourgeois** said it is time, effort and standing in the way of development. Items have been denied, referred, meetings have been lengthy, items come before Council, get sent back to staff or back to P&Z and these are the issues that proper codes could remedy. **Bailer** said, if you could give an example of standing in the way of development...**Mayor Kacsh** and **Bourgeois** both said the **Roemhildt** development was referred and then he drastically reduced his development plan over that lost time. **Bailer** said he wanted to build something against code which is totally different. **Bourgeois** asked exactly what the direction was to staff, she expressed frustration at the fact that only 4 Council members were present and she feared wasted staff time developing this to present to Council and then Council might very well shoot this down – of course she did say that staff would bring this back if that was the direction. **Mayor Kacsh** said, yes, please bring a resolution amending the budget with a fiscal note to allow for this expenditure for code change. Further input from Council gave staff direction to get the exact reasons from the P&Z Commission.

4. Student Council Representatives are off for the summer months.

## G. APPROVAL OF CONSENT CALENDAR

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

Council member **Joyce** pulled item 7 and it was placed as item 22a.

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 –2<sup>nd</sup> 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 –2<sup>nd</sup> reading

~~7. 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 –2<sup>nd</sup> reading~~

8. 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 – 2<sup>nd</sup> reading

9. 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

10. Proclamation for Bret Bradford

11. Proclamation for Hayley Hoover

12. Council confirmation of CVFD Election of Officers for 2015

Vote on Consent Calendar: 4 yeas, 0 nays, 3 absent. Beedle-absent; Joyce-yes; Hallquist-yes; Bailer-yes; Carpenter-yes; Burton-absent and Reggiani-absent. Consent calendar was approved.

**Mayor Kacsh** read the 2 proclamations into the record and there was applause for the 2 previous Council members.

## H. APPROVAL OF MINUTES

**M/Bailer S/Carpenter** to approve the minutes.

13. 04-01-15 Regular Meeting Minutes

14. 04-15-15 Public Hearing Minutes

Vote on motion: 4 yeas, 0 nays, 3 absent. Joyce-yes; Bailer-yes; Burton-absent; Beedle-absent; Reggiani-absent; Hallquist-yes and Carpenter-yes. Motion was approved.

## I. CONSIDERATION OF BIDS - none

## J. REPORTS OF OFFICERS

15. Mayor's Report – **Mayor Kacsh** said he attended an EMO (Emergency Management Organization – run by **Joanie Behrends**) meeting – was very informative. He also attended a meeting with representatives from the USFS about Forest Plan revisions. He also met with the Eyak Preservation Council concerning the activities in the Gulf of Alaska.

16. Manager's Report

a. Cordova Center update report – including financial summary

**Rich Rogers** said many different trades are in the building now, electrical, elevators, and windows. He said the lead architect will be here next week, his assistant was here last week. We are still looking at a July completion – we have a revised schedule from the contractor and there will be some activities going on a week or two after the substantial completion date (railings, part of the kitchen, auditorium seats, part of museum floor, and some doors). Time spent through six months is almost in line with our money spent. RFIs (151 total) are all caught up. Submittals are also current. Questions: **Bailer** said the manager wasn't here so he asked **Bennett** if he was working on the CT scanner bids – **Bennett** said, yes he was. **Bailer** said that the Manager mentioned in an email that he alerted local contractors as well as Dawson, **Bailer** said he doesn't know any local contractors that got alerted; he said he didn't get alerted. **Bennett** said it was posted, went in the newspaper; **Bailer** said most of us don't read. **Bailer** said most of us don't get things through the "Plans Room" – there is a big fee to be involved in that. **Rogers** said per Code, we advertise and notice bids exactly as we are required to. It was in a Friday newspaper and the ad directs interested parties to the City website and/or the "Plans Room".

**Stavig** said that **Robertson** asked him to tell Council that Alaska Regional Hospital has responded to the RFP for Hospital Management Services and they would be sending representatives down next week to meet with hospital staff.

b. Report concerning PWSSC request for reimbursement

17. Staff Quarterly Reports – 1Q 2015

a. Police Department

b. Parks and Recreation

18. City Clerk's Report – **Bourgeois** said that the Special Election is coming up next Tuesday May 12 – there have only been 3 absentee voters so far. **Deputy Clerk Hammer** is completing assessment roll work after the BOE and appeals. We should be certifying the roll next meeting. The mill rate must be set by June 15, therefore, she will have that resolution before Council at the June 3 regular meeting.

**Bailer** commented that the mill rate setting date – he would really like to have all seven Council members there – it's one of those things he wants all seven voices at. **Mayor Kacsh** asked if the Clerk position has been put out as available yet. **Bourgeois** said she sent Council her resignation letter on May 4; her last day of employment will be July 3 – per her contract, the required 60 day notice. She has told the City Manager, Department Heads and the Council.

## K. CORRESPONDENCE

19. Thank you note from RCAC to Joanie Behrends

20. Providence notice to Mayor & City Council 04-17-15

**Hallquist** commented on the letter from Providence, **Bailer** seemed to be along the same lines, concerned about the City Manager's most recent report to Council. The comments went toward information that should be discussed in executive session and **Mayor Kacsh**, **Carpenter** and **Joyce** said they hoped to clarify later this evening for the Council members, especially the ones who missed the last executive session with the City Attorney.

## L. ORDINANCES AND RESOLUTIONS

21. 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

**M/Joyce S/Bailer** to approve 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.

**Joyce** said the City is looking to other sources, i.e. feasibility of Crater Lake, but until then, the industrial users are the high users and they should pay for their exorbitant need. The pumps will likely have to run this summer and the industrial users are the ones in need. **Hallquist** said one of the speakers (**Jacob Betts** of Trident) said that if they went to a desalinization technique, they would reduce their need by 75%. **Hallquist** said that would take care of our capacity issue right there. **Rogers** clarified that **Betts** meant his plant's reduction would be the 75% not the entire City. **Hallquist** said he agrees with the increase because the almighty dollar is what speaks. **Carpenter** said she recalls that we are still below comparables around the state, so she is ok with the increase. **Joyce** agreed. **Mayor Kacsh** said his only issue is that we are amending the fee schedule outside the budget cycle. **Hallquist** said it is better to do this now and not wait until the emergency occurs mid-summer.

**M/Carpenter** to amend the amount and raise the rate per 1,000 gallons to \$1.50 instead of \$1.60. This motion failed for lack of a second.

Vote on motion: 4 yeas, 0 nays, 3 absent. Carpenter-yes; Hallquist-yes; Bailer-yes; Beedle-absent; Burton-absent; Reggiani-absent and Joyce-yes. Motion was approved.

22. 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

**M/Bailer S/Carpenter** to approve 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.

**Carpenter** said she is in favor of this mainly because of the impact it has on the fisheries. **Joyce** said he will support it as well because of the location and timing of the exercises. When you look at migration cycles of juvenile salmon, that is the area where they go, and right at that time. **Bailer** said he would not support this as written because he does believe they need to do their training. **Hallquist** said he would support this.

**M/Joyce S/Bailer** to amend the resolution by adding another paragraph stating: "Be it further resolved that, the City Council of the City of Cordova, Alaska recommends that the Navy training exercises be moved to a later date,



after the middle of September 2015, so as not to impact migrating salmon and be relocated in the far southeast corner of the designated training area”.

**Joyce** said he supports this amendment because it will ease the impact on the fisheries related activities all over Alaska especially at that time and in that location. **Carpenter** said she is still opposed to it at any time of year – she believes it would be an improvement when salmon aren’t in the area, but it is still detrimental to the environment. **Bailer** said he supports the amendment. **Joyce** said he understands **Carpenter’s** concerns but dilution is the solution, i.e. the further out the better; it would spread to minimal concentration levels.

Vote on motion to amend: 3 yeas, 1 nay, 3 absent. Hallquist-yes; Reggiani-absent; Bailer-yes; Beedle-absent; Carpenter-no; Joyce-yes and Burton-absent. Motion to amend was approved.

Vote on main motion: 4 yeas, 0 nays, 3 absent. Joyce-yes; Burton-absent; Beedle-absent; Reggiani-absent; Carpenter-yes; Hallquist-yes and Bailer-yes. Main motion was approved.

**22a. 7. 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-2<sup>nd</sup> reading

**M/Bailer S/Joyce** to adopt 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.

**Joyce** said he pulled this because he came across something that he thought might need to be remedied and that is regarding lease with option to buy; he believed that page 4 of the Ordinance under 5.22.090 C should be amended in some way. He had brought this to the attention to the Clerk and wondered if anyone had looked into it. **Bourgeois** said yes, in fact, **Assistant Planner Leif Stavig** has come up with a solution and said in that paragraph, if the word *shall* is changed to the word *may*, that would be the best solution.

**M/Carpenter S/Joyce** to amend the ordinance by replacing “shall” with “may” in 5.22.090 C.

Vote on motion to amend: 4 yeas, 0 nays, 3 absent. Beedle-absent; Joyce-yes; Hallquist-yes; Burton-absent; Carpenter-yes; Bailer-yes and Reggiani-absent. Motion to amend was approved.

Vote on main motion: 4 yeas, 0 nays, 3 absent. Carpenter-yes; Beedle-absent; Joyce-yes; Bailer-yes; Burton-absent; Reggiani-absent and Hallquist-yes. Main motion was approved.

## **M. UNFINISHED BUSINESS**

**23. Council action on reclassifying current Library/Museum Lots as available on the City’s 2015 land disposal maps.**

**M/Carpenter S/Bailer** to make Lots 12-18, Block 6, Original Townsite available on the City’s land disposal maps.

**Carpenter** said it is time to move forward with this, the Cordova Center is coming right up and we need to be ready to get rid of this.

Vote on motion: 4 yeas, 0 nays, 3 absent. Beedle-absent; Carpenter-yes; Burton-absent; Hallquist-yes; Bailer-yes; Reggiani-absent and Joyce-yes. Motion was approved.

**24. Council action on disposal method of Library/Museum Lots (contingent upon approval of item 23 above)**

**M/Carpenter S/Hallquist** 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.

**Carpenter** said, again, just moving forward. **Joyce** said within P&Z there was discussion about selling the buildings vs. selling the lots and the buildings, he wanted to be clear what we were accomplishing with this motion. **Carpenter** said it was just the buildings. **Bourgeois** clarified that the special conditions say “to be

purchased and relocated”. **Joyce** wondered what we would do if we received no bids to buy and relocate the buildings. Would we then try to go back out for sale of the land with the buildings together? Council said, yes, sure, let’s take first step first.

Vote on motion: 4 yeas, 0 nays, 3 absent. Hallquist-yes; Reggiani-absent; Beedle-absent; Carpenter-yes; Joyce-yes; Bailer-yes and Burton-absent. Motion was approved.

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

### **25. Council action on disposal method for Lot 15, Block 6, USS 2981**

**M/Bailer S/Hallquist** to direct the City Manager to dispose of Lot 15, Block 6, USS 2981 by negotiating an agreement with Ardy and Laura Hanson.

**Joyce** said just for the record, this is a steep hillside property that has no chance of being developed, adjacent to their property. However, he did wonder if the greenbelt area was provided for by moving the lower property line to be in line with the other lots around it. **Leif Stavig** said that could be handled in the direct negotiation. **M/Carpenter S/Hallquist** to amend the motion to insert the words, “a portion of” before Lot 15... and then after USS 2981, “in keeping with the lot lines of adjacent properties....”

Vote on motion to amend: 4 yeas, 0 nays, 3 absent. Beedle-absent; Hallquist-yes; Burton-absent; Joyce-yes; Carpenter-yes; Bailer-yes and Reggiani-absent. Motion to amend was approved.

Vote on main motion: 4 yeas, 0 nays, 3 absent. Carpenter-yes; Beedle-absent; Joyce-yes; Bailer-yes; Burton-absent; Reggiani-absent and Hallquist-yes. Main motion was approved.

### **26. Council’s right to protest liquor license renewals**

**M/Bailer S/Carpenter** to waive Council’s right to protest the liquor license renewals of: # 61 Anchor Bar & Grill - beverage dispensary; # 62 Anchor Liquor Store - package store; # 277 Cordova Hotel & Bar - beverage dispensary and # 278 Cordova Hotel & Bar - package store.

Vote on motion: 4 yeas, 0 nays, 3 absent. Joyce-yes; Bailer-yes; Burton-absent; Beedle-absent; Reggiani-absent; Hallquist-yes and Carpenter-yes. Motion was approved.

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

June 3 – we will set the mill rate – **Mayor Kacsh** said that is an important meeting to attend. **Carpenter** asked to invite **Max Mertz** to present the CCMC audit – she suggested as a guest speaker, she would get with him and coordinate with the Clerk. **Bailer** asked about water rates and he’s like to see those looked at; i.e. all the rates not just the industrial ones. He’d like a discussion item on the next agenda. **Joyce** said that in our recent training with the City Attorney she taught us that items should come forward as a Council-sponsored resolution if there is a change that a certain Council member wants made. Then it could be a more directed discussion and a vote. When we put discussion items on we often go off on tangents etc. **Mayor Kacsh** said he would assist **Bailer** with such a resolution.

## **O. AUDIENCE PARTICIPATION**

**Emily Stolarcyk** thanked Council for its action tonight in passing the resolution about the Navy exercises in the Gulf of Alaska. She also said there is a wild and scenic film festival tomorrow night at the Cordova High School @ 7pm.

## **P. COUNCIL COMMENTS**

### **28. Council Comments**

**Bailer** the CT scanner RFP – just putting it in the paper is not enough, he thinks we should go the extra mile. **Carpenter** thanked **Bourgeois** for her time as City Clerk.

**Joyce** echoed those comments.

## **Q. EXECUTIVE SESSION**

**M/Bailer S/Carpenter** to recess for a few minutes at 9:10 pm.

With no objection the meeting was recessed at 9:10 pm and reconvened at 9:14 pm.

***M/Carpenter S/Bailer*** 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: CCMC management update.

Vote on motion: 4 yeas, 0 nays, 3 absent. Carpenter-yes; Hallquist-yes; Joyce-yes; Beedle-absent; Burton-absent; Reggiani-absent and Bailer-yes. Motion was approved.

**29. CCMC Management update**

The Council was in executive session from 9:15 pm until 9:44 pm.

**R. ADJOURNMENT**

***M/Bailer S/Hallquist*** to adjourn.

Hearing no objections the meeting was adjourned at 9:45 pm.

Approved: June 3, 2015

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



**CITY COUNCIL REGULAR MEETING  
MAY 20, 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 May 20, 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**, **Tom Bailer** and **Josh Hallquist**. Council members **Tim Joyce** and **Robert Beedle** were present via teleconference. Council members **Dave Reggiani** and **James Burton** were absent. Also present were City Manager **Randy Robertson** and City Clerk **Susan Bourgeois**.

**D. APPROVAL OF REGULAR AGENDA**

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

**Mayor Kacsh** added the Northwind Quilters Guild as guest speaker and **Sean McCallister** will not be on as guest speaker.

Vote on motion: 5 yeas, 0 nays, 2 absent. Burton-absent; Joyce-yes; Beedle-yes; Hallquist-yes; Carpenter-yes; Reggiani-absent and Bailer-yes. Motion was approved.

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

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

**1. Guest Speaker**

**a. Max Mertz, Agee Rehfeld Mertz, LLC - CCMC audit presentation**

**Mertz** presented the audit over the phone and had a power point running in the meeting room. This was the CCMC audit for the FY ending 12/31/14. He said generally it is an unmodified report and a clean opinion. He did mention liquidity problems and said cash on hand – 6 months is great to have, 3 months would be prudent and CCMC had on 12/31/14, 12 days of available cash on hand. Inventory-wise the hospital is pretty solid. Payable-days are about 60 days which is double the benchmark, which directly relates to the liquidity problem as well. **Mertz** said that CCMC is not in this alone, 20-25 years ago with the increase in equipment wants and needs (i.e. MRIs, CT-scanners), as well as people migrating to the bigger cities to have their work done, small hospitals (in towns with one hospital) have felt the crunch. Exacerbating that is the reimbursement environment right now – we get paid fairly poor rates from Medicaid – we've had difficulty getting paid decent rates for services and Cordova has a payer class that consists of a lot of uninsured or underinsured people.

**b. ~~Sean McCallister, Providence Health & Services Alaska~~**

**c. Members of the Northwind Quilters Guild**

The quilters (**Diane Ujioka**, **Darlene Robertson** and **Terri Stavig**) presented a quilt that they made as a group and donated to the Cordova Center in order to be raffled off. **Cathy Sherman** accepted it and was very grateful to the guild. She thanked them because this is the second quilt they have donated to the cause. **Sherman** announced that raffle tickets will go on sale the second night of Salmon Jam, July 18.

**2. Audience comments regarding agenda items**

**Richard Groff** of 201 Whiskey Ridge Rd urged Council to approve the COOP (continuity of operations plan) that is before them tonight.

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

**Carpenter** reported for the HSB that **Sean McCallister** is moving ahead with drafting a consulting agreement. The RFP for management services closes May 26. He is also actively working on filling a position in finance to assist **Tiffany (Varnadoe)** and to fill the DON (director of nursing) position – he says he has 2 strong candidates for that.

**Bailer** said that in looking at the CCMC audit, salaries are up over \$500K and you've said they'll be hiring more people, can you speak to that? Discussion ensued regarding Council's role, the HSB existence after the recent vote on charter change, etc. **Mayor Kacsh** said the HSB stays in effect until code changes are made. **Joyce** said this was a good conversation but it is premature.

**Bailer** reported on the Planning and Zoning Commission - said there was a meeting last night they made decisions on some lots; they decided not to sell Lot 4A Block 5 (North Fill), they agreed to sell to Arvidson – with stipulations, they ok'd the Alpine Diesel request for lease, and there was a subdivision before them that was kind of incomplete – it was sent back to staff and there was a final plat that was approved.

**Bailer** said he also attended School Board and an issue that will concern Council is the continued leaking of the Mt. Eccles windows. **Barb Jewell** added that they have been busy with teacher negotiations and budget hearings and she is happy to say both are concluded. Budget is finalized; teacher contract should be ratified at a special meeting on June 2, 2015. She said most importantly we graduated the class of 2015.

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

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

4. Ordinance 1129 An ordinance of the City Council of the City of Cordova, Alaska, amending section 5.40.030 C, 5.40.030 D and 5.40.030 BB of the Cordova Municipal Code regarding exemptions from sales tax – 1<sup>st</sup> reading

Vote on Consent Calendar: 5 yeas, 0 nays, 2 absent. Beedle-yes; Joyce-yes; Hallquist-yes; Bailer-yes; Carpenter-yes; Burton-absent and Reggiani-absent. Consent calendar was approved.

#### **H. APPROVAL OF MINUTES**

**M/Bailer S/Hallquist** to approve the minutes.

5. 04-15-15 Regular Meeting Minutes

6. 05-06-15 Public Hearing Minutes

Vote on motion: 5 yeas, 0 nays, 2 absent. Joyce-yes; Bailer-yes; Burton-absent; Beedle-yes; Reggiani-absent; Hallquist-yes and Carpenter-yes. Motion was approved.

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

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

7. Mayor's Report – **Mayor Kacsh** said he has been extremely busy getting the fleet ready to go fishing.

8. Manager's Report – **Robertson** said the bond rate was set at 3.58% for the \$3 million for the Cordova Center – we should be able to access that in the first week of June. The bike pump track arrived early – Providence donated the money for that, AML covered the shipping – we have gotten a great deal for a recreational opportunity. **Robertson** said the utilities are down, he's happy with the hard work of **Trumblee** on that. **Robertson**, handed out a harbor newsletter and showed Council a graphic that **Sherman** created regarding where our money goes – it will be on the website. **Carpenter** wondered if we could revisit the flat-rate billing for attorney's fees. **Robertson** thought it was fairly open-ended and thought **Ms. Wells** would be amenable to revisiting that. After some discussion Council also asked to go out for RFP for attorney services.

a. Cordova Center update report – including financial summary

**Rich Rogers** said that the auditorium steel work is going on to support the catwalk above and the acoustic ceiling tile, gypsum wall board and painting continues, lattice work in main entry foyer and decorative woodwork on the ceiling also going in now. Windows – flashing comes in Friday – install of windows to begin Monday on Memorial Day. The contractor has advised that they believe substantial completion has been pushed back 9 days from July 9 to July 18 – this is no surprise to us. Auditorium seats will be here in late July, some kitchen items and museum floor won't be complete until mid-July. Submittals and RFIs are

current, windows are for sale, and they are advertised per City Code – we may have to entertain smaller bids of a few windows. **Sherman** said the capital campaign amount has changed again and the total today is \$313,866 – although there is even more that arrived today that has yet to be added in.

9. City Clerk's Report – **Bourgeois** said the absentee votes were counted today and she handed out those numbers for Council to insert into the resolution to certify later tonight.

## K. CORRESPONDENCE

10. CEC letter in re Crater Lake feasibility study 04-17-15

11. Thank you note from Chamber in re Cordova cleanup

## L. ORDINANCES AND RESOLUTIONS

12. Ordinance 1126 An ordinance of the City Council of the City of Cordova, Alaska, amending section 3.12.035 of the Cordova Municipal Code regarding meetings - agenda and 3.12.060 (C) meetings - order of business – 1<sup>st</sup> reading

**M/Carpenter S/Joyce** to adopt Ordinance 1126 An ordinance of the City Council of the City of Cordova, Alaska, amending section 3.12.035 of the Cordova Municipal Code regarding meetings - agenda and 3.12.060 (C) meetings - order of business.

**Joyce** appreciates how this is written and will support it. **Bailer** said he is not in support and still wants Council to have the option of adding items to the agenda. He will therefore propose an amendment.

**M/Bailer S/Hallquist** to amend the ordinance by not amending the 3.12.060 portion, only make the amendments to the 3.12.035 portion of the ordinance.

**Joyce** continues to believe that items that come up under Manager's report or an added guest speaker is allowable under OMA because these are things listed in the agenda. What we are guarding against is adding items that haven't at all been noticed.

Vote on motion to amend: 3 yeas, 2 nays, 2 absent. Carpenter-no; Hallquist-yes; Bailer-yes; Beedle-yes; Burton-absent; Reggiani-absent and Joyce-no. Motion to amend was approved.

**M/Joyce S/Bailer** to amend 3.12.060 C by changing the second sentence to read as follows: With no objection from council, discussion or informational items may be added to the agenda or any item may be removed from the agenda by councilmembers, mayor, city manager or city clerk at the time of approval of regular meeting agenda.

**Carpenter** called for the question. **Mayor Kacsh** said, with no objection, and he tried to go to the vote on the amendment. **Beedle** said if the motion by **Carpenter** was to call for the question, that is a motion, and **Beedle** wanted a roll call vote on the motion for the question, since there were 2 Council members on the phone. **Mayor Kacsh** said that is fine. **Joyce** asked if **Beedle** had an objection to the call for the question and **Beedle** said yes, his objection is to the immediate ... "with no objection...let's go to the vote", he said that stifles debate. **Joyce** disagreed and said there is no reason that the Mayor cannot just say "with no objection" and go to the vote, it moves the meeting along.

Vote on the motion to call for the question: 4 yeas, 1 nay, 2 absent. Beedle-no; Carpenter-yes; Burton-absent; Hallquist-yes; Bailer-yes; Reggiani-absent and Joyce-yes. Motion was approved.

Vote on motion to amend: 4 yeas, 1 nay, 2 absent. Hallquist-yes; Reggiani-absent; Bailer-yes; Beedle-no; Carpenter-yes; Joyce-yes and Burton-absent. Motion to amend was approved.

Vote on main motion, as amended 2 times: 4 yeas, 1 nay, 2 absent. Hallquist-yes; Reggiani-absent; Beedle-no; Carpenter-yes; Joyce-yes; Bailer-yes and Burton-absent. Motion as amended was approved.

13. Ordinance 1130 an ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code Chapter 18.21 by repealing subsection 18.21.070(B) and amending section 18.21.080 in order to eliminate the minimum lot width requirement and reduce the yard requirements in the RR3 rural residential district – 1<sup>st</sup> reading

**M/Bailer S/Carpenter** to adopt Ordinance 1130 an ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code Chapter 18.21 by repealing subsection 18.21.070(B) and



amending section 18.21.080 in order to eliminate the minimum lot width requirement and reduce the yard requirements in the RR3 rural residential district.

**Bailer** said he was on P&Z when this district was made, the issue is that it has a 60 foot setback which is kind of crazy; he doesn't know how it got in there. There is still a bit of a restriction but he supports this wholeheartedly. **Carpenter** said P&Z has a resolution that was handed to us tonight that they just passed last night supporting this ordinance change.

Vote on motion: 5 yeas, 0 nays, 2 absent. Joyce-yes; Burton-absent; Beedle-yes; Reggiani-absent; Carpenter-yes; Hallquist-yes and Bailer-yes. Motion was approved.

**14. Resolution 05-15-26** A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to use the UBS line of credit account in an amount not to exceed \$1.1 million to provide payment to Dawson Construction, Inc. for construction work completed by it on the Cordova Center

**M/Carpenter S/Joyce** to approve Resolution 05-15-26 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to use the UBS line of credit account in an amount not to exceed \$1.1 million to provide payment to Dawson Construction, Inc. for construction work completed by it on the Cordova Center.

**Carpenter** said she would like to make these funds available to pay the contractor. **Robertson** said the legislature is still in session and he has put this before Council because the EVOS funds may not be available as timely to us as they would have been if the legislature was already adjourned and the capital budget was signed and had begun to be executed. This is just an "in case" provision.

Vote on motion: 5 yeas, 0 nays, 2 absent. Beedle-yes; Joyce-yes; Hallquist-yes; Burton-absent; Carpenter-yes; Bailer-yes and Reggiani-absent. Motion was approved.

**15. Resolution 05-15-27** Certification of the official results of the May 12, 2015 Special Election

**M/Carpenter S/Bailer** to approve Resolution 05-15-27 Certification of the official results of the May 12, 2015 Special Election approving proposition one a change to the City charter article 3 section 9 concerning management of healthcare facilities owned by the City of Cordova, 168 votes in favor of the charter change and 18 votes against, total ballots cast at the special election were 186.

**Carpenter** said she is in support of these results.

Vote on motion: 5 yeas, 0 nays, 2 absent. Carpenter-yes; Beedle-yes; Joyce-yes; Bailer-yes; Burton-absent; Reggiani-absent and Hallquist-yes. Motion was approved.

## **M. UNFINISHED BUSINESS**

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

**16. City Council approval of COOP (continuity of operations plan)**

**M/Bailer S/Carpenter** to approve the COOP as presented and direct the City Manager and Mayor to sign the proclamations page of the plan.

**Robertson** said he would commend **Joanie Behrends** and **Dick Groff** on their hard work writing this plan. He said it is a fluid document, names might be changing, already we have an addition to this, with new names dependent on succession of roles – he handed out the new names. **Behrends** said one of the most important things that the Council should be aware of is that should we have a really big disaster and the last part of the plan talks about devolution – i.e. what are we going to do if all department heads and City Manager succumb in the disaster. She wants them to know that the plan says that the Council will be taking over – that's what our plan says. In general, **Behrends** said this plan is for how we will continue with our essential functions for at least thirty days in the event of such a disaster that decimates the entire infrastructure or even if just one building. **Joyce** asked about specific names being in there vs. just generic positions instead. **Behrends** said she will revisit annually and will edit names per discussions with department heads, etc. **Joyce** said as long as she revisits it annually that will work. **Hallquist** said this is well-written, etc. he appreciates the hard-work that went into this. His question was about financial support and/or on-going costs associated with maintaining

this plan. **Behrends** said that Council approval of this does commit them to funding the cost of moving City operations – that is written into the plan. Also, she asks for the time of the Department heads. **Beedle** said what a great endeavor and hopefully a total waste of time.

Vote on motion: 5 yeas, 0 nays, 2 absent. Beedle-yes; Hallquist-yes; Burton-absent; Joyce-yes; Carpenter-yes; Bailer-yes and Reggiani-absent. Motion was approved.

#### 17. Certification of the 2015 property assessment roll

**M/Hallquist S/Carpenter** to certify the 2015 property assessment roll.

**Joyce** said for the record, the total assessed value of all the property in Cordova for 2015 is \$389,889,290, the total exemptions are \$205,166,480 and the total taxable value is \$184,722,810. **Mayor Kacsh** said that on June 3 they will be setting the mill rate. **Carpenter** said that the Clerk asked Council to opine on any other mill rate scenarios they would like put before them on June 3 – we could email her as well before next Wednesday for inclusion in that June 3 packet. **Joyce** said he would also like to see the Finance Director and City Manager report at that meeting on how the City budget is looking so far regarding budgeted and unbudgeted revenues and expenses.

Vote on motion: 5 yeas, 0 nays, 2 absent. Carpenter-yes; Beedle-yes; Joyce-yes; Bailer-yes; Burton-absent; Reggiani-absent and Hallquist-yes. Motion was approved.

#### 18. City Clerk job description amendments/modifications – Council was ok with the description and made no changes.

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

Council asked for an update on the CCMC budget. **McCallister** would be coming before Council on 6/3/15 as a guest speaker to speak about a consulting agreement. **Robertson** would work on a draft for RFP for City Attorney – but possibly not until the second meeting in June. **Bourgeois** reiterated that they would be seeing a resolution setting the mill rate on June 3 and there would be a public hearing on that matter on 6/3/15 as well.

### O. AUDIENCE PARTICIPATION - none

### P. COUNCIL COMMENTS

#### 20. Council Comments

**Joyce** thanked **Joanie** and **Dick** again for the COOP, kudos to them both. He also thanked staff for all the work on all the projects, a lot of work and they are putting in a ton of time.

**Beedle** reiterated thanks to **Joanie** and **Dick**.

**Carpenter** echoed the thanks to **Joanie** and **Dick** and to **Rich Rogers** on the Cordova Center.

**Bailer** echoed thanks to **Dick** on his volunteer work. He thanked **Cathy Sherman** for the financial update on the Cordova Center. He commented that the Alaska Municipal League might offer trainings on site and maybe that's something we should explore.

**Hallquist** also thanked **Dick**, **Joanie** and staff.

### Q. EXECUTIVE SESSION

### R. ADJOURNMENT

**M/Bailer S/Carpenter** to adjourn. Hearing no objections the meeting was adjourned at 9:22 pm.

Approved: June 3, 2015

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



3 June 2015

## Cordova Center Progress Update

### SCHEDULE

- Currently Windows Install, Casework, Elevator/Otis, Acoustic Ceiling Tile, Elec
- 8 June Mechanical Trim out
- 20 June Start Kitchen Equipment Install
- 18 July Substantial Completion
- Aug / Sep Move In
- 30Sep-02Oct Host State Conference

### CONSTRUCTION

- See Weston's Weekly Construction Update (emailed out every Thursday)
- To 01 June: 211 days / 249 days = 84% time spent ~\$7.3M / \$10M = 73% money spent
- Pay Request #6 (April) is being reviewed at \$1.2M
- Pay Request #7 (May) estimated at \$1.3M
- Yet to invoice for windows, cabinetry, lights, railings, elevator
- Submittals are current. 151 RFIs are current. No current open RFI's
- Watch List: elevator install, window install, civil site design, exterior stair final design, review of finishes, electric progress
- Windows for sale: 50 units, mostly de-glazed, advertised in Cordova Times, ADN, Craigslist, & Alaskaslist; bids due June 12<sup>th</sup>

### CAPITAL CAMPAIGN

As of May 26, 2015

### 2014-15 Cordova Center Capital Campaign

<b>Total Cash Donations received 2014 &amp; 2015</b>	<b>\$ 282,005</b>
<i>Individuals (150+)</i>	<i>117,894</i>
<i>Businesses &amp; Corporations (24)</i>	<i>139,700</i>
<i>Non-profits/groups (8)</i>	<i>24,411</i>
<b>Total Pledges (19) to receive by 9/30/2015</b>	<b>\$ 10,860</b>
<b>Total in-kind donations</b>	<b>\$ 23,000</b>
<b>TOTAL Pledges, Cash &amp; in-kind Donations 2014-15</b>	<b>\$ 315,866</b>

### CORDOVA CENTER COMMITTEE

- Donor Art Recognition has been selected and will include a "Founders" piece in the entryway for donors at levels of \$250K and above. A second donor art piece will acknowledge gifts of \$100-\$249,999 and be located in the upper atrium.
- Grand Opening Date has been selected and is set for the weekend of November 6<sup>th</sup> and 7<sup>th</sup>. A 'save-the-date' postcard will be created by the committee and sent out by June 15.
- City staff will be providing tours on Sunday, June 7<sup>th</sup> for PWSSC's Copper River Nouveau guests.
- The Committee reviewed the draft fee schedule for the Cordova Center and will be preparing that document for City Council's review and adoption in the near future.

## Cordova Center Project - Financial Summary

Updated May 2015

### #1 Funding Sources

Economic Development Administration	\$200,000	2002 awarded
Federal Financial Assistance Grant	\$300,000	2002 awarded
EVOS Trustee Council	\$7,000,000	2008 awarded
Congressional appropriation	\$2,488,100	2000-2004 awarded
Alaska Legislative appropriation	\$10,525,000	2004, 2009, 2011, 2014, 2015
Governor's Capital Budget	\$1,000,000	received 2005
City of Cordova land purchase	\$365,000	2005, 2009
City of Cordova appropriation	\$1,500,000	received 2005
City of Cordova match to EDA grant	\$85,000	2002 awarded
Local events and individuals	\$24,112	through 2009
Capital Campaign to date	\$282,005	5.26.15
<b>TOTAL income through 2015</b>	<b>\$23,769,217</b>	

### #2 Funds - Secured and Pending

<b>Secured Remaining</b>		
EVOS Trustee Council	\$256,630	
DCCED FY 15 Appropriation	\$262,970	
Capital Campaign To Date	\$282,005	
<b>Total Secured Remaining</b>	<b>\$801,605</b>	
<b>Pending</b>		
Municipal Bond	\$3,000,000	Passed 3.3.15
In-Kind	\$23,000	In-Kind
EVOS Trustee Council	\$1,500,000	awarded for construction
Rasmuson Foundation	\$750,000	Top Off Grant/Must match
Capital Campaign Pledges	\$10,860	To Be Received by 9/2015
<b>Total Pending</b>	<b>\$5,283,860</b>	
<b>Total Income Secured &amp; Pending</b>	<b>\$6,085,465</b>	

### #3 Funds - Anticipated Sources

Other Sources	
Capital Campaign	\$505,335
EDA	\$0
<b>TOTAL</b>	<b>\$505,335</b>

### #4 Expenses - Actual Paid

Pre-Construction	\$1,040,456
Phase I construction	\$15,084,590
Phase II construction to date	\$4,478,545
<b>TOTAL expenses to date</b>	<b>\$20,603,591</b>

### #5 Expenses - Phase II Remaining

Phase II Construction	\$5,518,455	
Design Team Consultation: Phase II	\$313,487	Reduced from \$355,493
CoC Administration	\$67,687	Reduced from \$100,649
Professional Services	\$6,863	Reduced from \$44,038
Contingency 7% of construction costs	\$682,801	
1% for Art	\$110,000	Reduced from \$235,000
Furniture, Fixtures & Equipment	\$350,000	
<b>TOTAL Expenses Phase II</b>	<b>\$7,049,293</b>	

### SUMMARY As of May 28, 2015

Income now available for Phase II expenses	\$6,085,465
Income Anticipated	\$505,335
<b>Total Revenues</b>	<b>\$6,590,800</b>
<b>Est. Expenses for Phase II construction</b>	<b>\$5,518,455</b>
<b>Est. Expenses for other items (listed above)</b>	<b>\$1,530,838</b>
<b>Total Expenses</b>	<b>\$7,049,293</b>

### Overage/Shortage

**(\$458,493)**



CITY OF CORDOVA  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2015

CORDOVA CENTER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>REVENUE</u>					
426-300-42210	MISC DONATIONS	6,000.00	6,000.00	.00	( 6,000.00)	.0
	TOTAL REVENUE	6,000.00	6,000.00	.00	( 6,000.00)	.0
	<u>GRANT REVENUE</u>					
426-310-42480	DCCED 14-DC-043	914,948.12	914,948.12	.00	( 914,948.12)	.0
426-310-42490	DCCED 15-DC-040	2,380,299.03	2,380,299.03	.00	( 2,380,299.03)	.0
426-310-45480	EVOSTC - FED GRANT	1,641,823.56	1,641,823.56	.00	( 1,641,823.56)	.0
	TOTAL GRANT REVENUE	4,937,070.71	4,937,070.71	.00	( 4,937,070.71)	.0
	TOTAL FUND REVENUE	4,943,070.71	4,943,070.71	.00	( 4,943,070.71)	.0

CITY OF CORDOVA  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING APRIL 30, 2015

CORDOVA CENTER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PHSE I - FROM CITY MONEY</u>					
426-401-52185	CORDOVA CENTER REA	30,195.98	30,195.98	.00	( 30,195.98)	.0
426-401-70100	INTEREST EXPENSE	10,712.84	10,712.84	.00	( 10,712.84)	.0
426-401-70130	CONSTRUCTION	102,000.00	102,000.00	.00	( 102,000.00)	.0
	<b>TOTAL PHSE I - FROM CITY MONEY</b>	<b>142,908.82</b>	<b>142,908.82</b>	<b>.00</b>	<b>( 142,908.82)</b>	<b>.0</b>
	<u>PHSE II - FROM CITY MONEY</u>					
426-402-70110	ADMINISTRATION	5,137.89	5,137.89	.00	( 5,137.89)	.0
426-402-70140	CONSTRUCTION MANAGMENT	1,512.39	1,512.39	.00	( 1,512.39)	.0
426-402-70180	PROFESSIONAL SERVICES	13,137.00	13,137.00	.00	( 13,137.00)	.0
	<b>TOTAL PHSE II - FROM CITY MONEY</b>	<b>19,787.28</b>	<b>19,787.28</b>	<b>.00</b>	<b>( 19,787.28)</b>	<b>.0</b>
	<u>PHSE II - DCCED 15-DC-040</u>					
426-473-70130	CONSTRUCTION	2,551,397.08	2,551,397.08	.00	( 2,551,397.08)	.0
	<b>TOTAL PHSE II - DCCED 15-DC-040</b>	<b>2,551,397.08</b>	<b>2,551,397.08</b>	<b>.00</b>	<b>( 2,551,397.08)</b>	<b>.0</b>
	<u>PHSE II - EVOSTC</u>					
426-482-70130	CONSTRUCTION	1,252,863.93	1,252,863.93	.00	( 1,252,863.93)	.0
	<b>TOTAL PHSE II - EVOSTC</b>	<b>1,252,863.93</b>	<b>1,252,863.93</b>	<b>.00</b>	<b>( 1,252,863.93)</b>	<b>.0</b>
	<b>TOTAL FUND EXPENDITURES</b>	<b>3,966,957.11</b>	<b>3,966,957.11</b>	<b>.00</b>	<b>( 3,966,957.11)</b>	<b>.0</b>
	<b>NET REVENUE OVER EXPENDITURES</b>	<b>976,113.60</b>	<b>976,113.60</b>	<b>.00</b>	<b>( 976,113.60)</b>	<b>.0</b>

# MEMO, City of Cordova

To: Mayor and City Council

Through: Randy E. Robertson, City Manager

From: Jon K. Stavig, Finance Director

Date: 27 May 2015

RE: Finance Department Report

Following are the traditional two page financial fund summary reports for year-to-date ended 30 April 2015.

The first page is a fund summary for the general fund only. The second page includes all funds including enterprise funds. I have excluded Fund 426, the Cordova Center Fund, and instead included a separate report to show all revenues/expenditures through April 30, 2015 for Fund 426, the Cordova Center Fund, as it distorts the two page summary report.

The City's account balances as of 26 May 2015 are as follows;

Combined Central Treasury Accounts	\$7,037,502.62
(FNBA & UBS balances)	
Combined Permanent Fund Accounts	\$10,322,528.25
(UBS balances)	

Overall, year to date revenues and expenditures are tracking very similar to last year. The City's major revenue driver, Sales Tax, is flat relative to last year. Revenues to the enterprise funds (harbor, water, sewer, refuse, Odiak) are just starting pick up with the seasonal uptick in the local economy.

As of date of this memo, the State has yet to receive any Timber receipts. It is expected that they will receive notice by the end of May with disbursement to eligible communities shortly thereafter.

Looking ahead, we need to pay attention to continued reductions of revenue from the State and Federal sources. We recently received notice of the 100k reduction in Jail operations beginning July 1, the prospect of revenue sharing going away in two years and Timber receipts not being reauthorized after next year.

Respectfully submitted,

Jon K Stavig

CITY OF CORDOVA  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING APRIL 30,  
2015  
GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>					
TAXES	1,010,063.66	1,010,063.66	5,922,864.00	4,912,800.34	17.1
LICENSES & PERMITS	805.00	805.00	15,600.00	14,795.00	5.2
OTHER GOVERNMENTAL	53,498.00	53,498.00	3,052,733.75	2,999,235.75	1.8
LEASES & RENTS	66,311.31	66,311.31	195,900.00	129,588.69	33.9
LAW ENFORCEMENT	77,557.68	77,557.68	352,030.00	274,472.32	22.0
D. M. V.	20,213.22	20,213.22	99,600.00	79,386.78	20.3
PLANNING DEPARTMENT REVENUE	1,795.75	1,795.75	18,500.00	16,704.25	9.7
RECREATION DEPT REVENUE POOL	21,894.00	21,894.00	86,150.00	64,256.00	25.4
REVENUE	8,379.00	8,379.00	29,200.00	20,821.00	28.7
SALE OF PROPERTY	772.00	772.00	12,000.00	11,228.00	6.4
INTERFUND TRANSFERS IN	444,014.60	444,014.60	772,043.75	328,029.15	57.5
OTHER REVENUE	88,999.06	88,999.06	144,430.38	55,431.32	61.6
STATE DEBT SERVICE	658,752.00	658,752.00	956,723.00	297,971.00	68.9
REIMBURSME					
	2,453,055.28	2,453,055.28	11,657,774.88	9,204,719.60	21.0
<b>EXPENDITURES</b>					
CITY COUNCIL	1,642.99	1,642.99	18,450.00	16,807.01	8.9
CITY CLERK	86,389.44	86,389.44	271,771.00	185,381.56	31.8
CITY MAYOR	50.00	50.00	2,900.00	2,850.00	1.7
CITY MANAGER	105,887.15	105,887.15	385,768.00	279,880.85	27.5
FINANCE	124,091.49	124,091.49	446,333.00	322,241.51	27.8
PLANNING DEPARTMENT EXPENSE	72,255.61	72,255.61	263,763.00	191,507.39	27.4
PLANNING COMMISSION	881.06	881.06	5,500.00	4,618.94	16.0
DEPARTMENT OF MOTOR VEHICLE	24,699.62	24,699.62	89,197.00	64,497.38	27.7
LAW ENFORCEMENT	296,147.87	296,147.87	1,131,732.00	835,584.13	26.2
JAIL OPERATIONS	83,714.94	83,714.94	282,355.00	198,640.06	29.7
FIRE & EMS	118,754.89	118,754.89	382,959.00	264,204.11	31.0
DISASTER MANAGEMENT DEPT.	662.20	662.20	12,440.00	11,777.80	5.3
INFORMATION SERVICES	251,202.91	251,202.91	931,880.00	680,677.09	27.0
FACILITY UTILITIES	71,548.37	71,548.37	176,950.00	105,401.63	40.4
PW ADMINISTRATION	52,257.02	52,257.02	187,446.00	135,188.98	27.9
FACILITY MAINTENANCE	76,296.83	76,296.83	270,779.00	194,482.17	28.2
STREET MAINTENANCE	207,152.19	207,152.19	736,728.00	529,575.81	28.1
SNOW REMOVAL	9,868.06	9,868.06	93,530.00	83,661.94	10.6
EQUIPMENT MAINTENANCE	112,765.11	112,765.11	400,023.00	287,257.89	28.2
PARKS MAINTENANCE	25,064.95	25,064.95	114,323.00	89,258.05	21.9
CEMETERY MAINTENANCE DEPT.	.00	.00	51,091.00	51,091.00	.0
RECREATION - BIDARKI	122,928.05	122,928.05	443,573.00	320,644.95	27.7
POOL	103,637.67	103,637.67	286,169.00	182,531.33	36.2
SKI HILL	24,501.30	24,501.30	74,250.00	49,748.70	33.0
NON-DEPARTMENTAL	79,880.89	79,880.89	334,012.52	254,131.63	23.9
LONG TERM DEBT SERVICE	1,034,297.58	1,034,297.58	1,630,349.00	596,051.42	63.4
INTERFUND TRANSFERS OUT	117,840.38	117,840.38	367,840.38	250,000.00	32.0
TRANSFERS TO OTHER ENTITIES	710,835.83	710,835.83	2,265,662.98	1,554,827.15	31.4
	3,915,254.40	3,915,254.40	11,657,774.88	7,742,520.48	33.6



CITY OF CORDOVA  
FUND SUMMARY  
FOR THE 4 MONTHS ENDING APRIL 30,  
2015

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>					
101 GENERAL FUND	2,453,055.28	2,453,055.28	11,657,774.88	9,204,719.60	21.0
104 CITY PERMANENT FUND	43,506.32	43,506.32	465,184.00	421,677.68	9.4
203 FIRE DEPT. VEHICLE ACQUISITION	8,235.19	8,235.19	60,000.00	51,764.81	13.7
401 GENERAL PROJ & GRANT ADMN	138,365.02	138,365.02	601,178.52	462,813.50	23.0
435 HOSPITAL REPAIR PROJECT	53,859.13	53,859.13	55,835.35	1,976.22	96.5
502 HARBOR ENTERPRISE FUND	110,320.30	110,320.30	1,263,769.00	1,153,448.70	8.7
503 SEWER ENTERPRISE FUND	233,612.18	233,612.18	788,207.82	554,595.64	29.6
504 WATER ENTERPRISE FUND	158,116.24	158,116.24	813,971.04	655,854.80	19.4
505 REFUSE ENTERPRISE FUND	283,798.85	283,798.85	1,075,663.63	791,864.78	26.4
506 ODIK CAMP PARK	561.00	561.00	63,122.00	62,561.00	.9
605 SOLID WASTE PROJECTS	.00	.00	90,000.00	90,000.00	.0
654 LT2 COMPLIANCE PROJECT	399,044.71	399,044.71	.00	( 399,044.71)	.0
805 LANDFILL FUND	50,000.00	50,000.00	50,000.00	.00	100.0
	3,932,474.22	3,932,474.22	16,984,706.24	13,052,232.02	23.2
<b>EXPENDITURES</b>					
101 GENERAL FUND	3,915,254.40	3,915,254.40	11,657,774.88	7,742,520.48	33.6
104 CITY PERMANENT FUND	280,000.00	280,000.00	280,000.00	.00	100.0
203 FIRE DEPT. VEHICLE ACQUISITION	1,201.83	1,201.83	7,500.00	6,298.17	16.0
205 VEHICLE REMOVAL/IMPOUND FUND	5,907.31	5,907.31	20,101.00	14,193.69	29.4
401 GENERAL PROJ & GRANT ADMN	94,139.85	94,139.85	601,178.52	507,038.67	15.7
435 HOSPITAL REPAIR PROJECT	26,918.60	26,918.60	55,835.35	28,916.75	48.2
450 STREET IMPROVEMENT PROJECT	20,395.91	20,395.91	.00	( 20,395.91)	.0
502 HARBOR ENTERPRISE FUND	535,320.01	535,320.01	1,239,945.00	704,624.99	43.2
503 SEWER ENTERPRISE FUND	342,367.07	342,367.07	786,142.82	443,775.75	43.6
504 WATER ENTERPRISE FUND	334,793.21	334,793.21	811,905.54	477,112.33	41.2
505 REFUSE ENTERPRISE FUND	370,906.68	370,906.68	1,073,663.63	702,756.95	34.6
506 ODIK CAMP PARK	14,687.81	14,687.81	56,539.00	41,851.19	26.0
605 SOLID WASTE PROJECTS	.00	.00	90,000.00	90,000.00	.0
654 LT2 COMPLIANCE PROJECT	129,379.12	129,379.12	.00	( 129,379.12)	.0
	6,071,271.80	6,071,271.80	16,680,585.74	10,609,313.94	36.4

MAY 26, 2015

To CORDOVA Mayor And City Council Members -

My NAME is GERALD MASOLINI, 705 4<sup>TH</sup> STREET, CORDOVA.  
I would like to EXPRESS my FULL SUPPORT for Jerry and Vicki Blackler's Proposed Boat MAINTENANCE Building AT The TRAVEL LIFT AREA.

This 120' x 120' Building will Provide A YEAR Round CONTROLLED ENVIRONMENT in which ALL SORTS of boat work CAN be done; SAND BLASTING, PAINTING, FIBERGLASSING, METAL FABRICATING, MECHANICAL, etc. IT WILL be for Seine boats, gillnet boats, TENDERS AND RECREATION boats - ANY boats THAT The TRAVEL LIFT CAN HAUL INTO The building. Vendors AND business owners here IN CORDOVA CAN work in it, AND vessel owners WILL be ABLE TO LEASE/RENT SPACE FOR The work to be done.

Right Now, CORDOVA'S TALENTED MECHANICS AND METAL FABRICATORS ARE ATTRACTING WORK FROM AFAR, SUCH AS FOR Tugboats from HOMER, ALYESKA boats FROM VALDEZ, AND The STATE FERRIES. The BLACKLER building would MULTIPLY This incoming work, PLUS ATTRACT MORE TALENT. This is The best CLEAN-MONEY, Economy-boosting idea TO COME TO CORDOVA IN MANY YEARS.

GERALD MASOLINI

RECEIVED

APR 27 2015

City of Cordova

Dear City Manager, City Planners and Council Members,

As manager of LFS I would like to express our support for the proposed expansion of Bayside Storage on Lot 4A Block 5 of the North Fill Development Park.

LFS has expanded our net hanging operation into the Bayside Storage Building #6, locker "H" in recent years. LFS now has 7 full time employees working from the Bayside facility, hanging new gill nets year around. We had out grown the other facility and the Bayside complex had what we needed to expand into when we needed it.

LFS collects thousands in sales taxes from the nets we build, we pay hundreds in sales taxes to Bayside for the space we rent and our employees are year around residence who spend their paychecks on Cordova.

We strongly encourage the Planning Commission and the City Council to approve the Bayside proposal to expand and to put this impound lot to work for all of the people of Cordova.

Thank you,

*Michael D. Allen* 4-27-15

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*Northern Lights Electrical, LLC*

*Po Box 753 Cordova, AK 99574*

*907-424-6464 ph./907-424-6463fx.*

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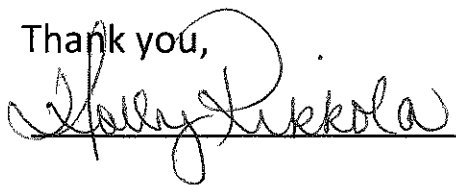
Dear City Manager, City Planners and City Council Members,

As the owners of Northern Lights Electrical we strongly encourage the Planning Commission and the City Council to approve the Bayside Storage proposal for expansion on to Lot 4A Block 5 of the North Fill development area.

Northern Lights Electrical has operated our business from the large Warehouse space "F" for many years. Without this space we would be hard pressed to find a convenient affordable complex to conduct our business, while safely storing the many thousands of dollars of supplies we must have on hand.

Northern Lights Electrical employs five families year around and our place of business is officially the "F" locker at Bayside. Allowing Bayside to expand would be a welcome addition to Cordova and a very good use for the small lot being offered for sale. This land has been completely unproductive for nearly 40 years, please put it into production so other businesses can operate in Cordova as we do.

Thank you,



Owner



Administrator



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

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DATE: May 26, 2015

TO: Mayor and City Council

SUBJECT: Substitute Ordinance 1126

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At the April 1, 2015 meeting, Council directed staff to bring an ordinance to the next meeting remedying 3.12.035 and 3.12.060 C. On April 15, 2015, Council referred Ordinance 1126 because the opinion of the attorney on the 3.12.060 C section was needed, while there seemed to be concurrence that the 3.12.035 change was amenable to the group. City Attorney Holly Wells gave a Council training on April 20 and the topic came up regarding 3.12.060 C and the gist of her opinion was that the open meetings act should be narrowly construed and while some might think adding items to an agenda at the approval of the regular agenda would be ok as long as those items were not action items, she did give examples of when the public could be left out even if an item just came for discussion before Council without being duly noticed as on the agenda.

At the May 20 meeting, the ordinance was amended twice by Council as there still was not consensus on the 3.12.060 C part of the ordinance. A few Council members felt it was contrary to the Open Meetings Act but others did not feel that Council should be so restricted as to never be allowed to add items to the agenda. The amendment that passed inserted the words “discussion or informational” as describing the items that could be added to the agenda. Erring on the side of the public being duly noticed and aware, I have called this Substitute Ordinance 1126 and have put it back up for another first reading.

Required action: Majority voice vote on first reading.

**CITY OF CORDOVA, ALASKA  
SUBSTITUTE ORDINANCE 1126**

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

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

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

**WHEREAS**, while discussing amending 3.12.035, it was also raised that there was a provision in 3.12.060 that could lead to Council action that would go against the Alaska Open Meetings Act; and

**WHEREAS**, Council determined that the wording in 3.12.060 should therefore, be amended for clarity.

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

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

**3.12.035 - Meetings—Agenda.**

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

Section 2. Section 3.12.060 of the Cordova Municipal Code is hereby amended as follows:

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

C. Approval of Regular Meeting Agenda. With no objection from council, **discussion or informational** items may be added **to the agenda** or **any item may be** removed from the agenda by councilmembers, mayor, city manager or city clerk at the time of approval of

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

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

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 15, 2015 – referred  
subsequent 1<sup>st</sup> reading: May 20, 2015  
now, substitute 1<sup>st</sup> reading: June 3, 2015  
2nd reading and public hearing:

**PASSED AND APPROVED THIS xx DAY OF Xxx, 2015**

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

Attest:

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

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

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

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DATE: May 27, 2015

TO: Mayor and City Council

SUBJECT: Resolution 06-15-28

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The 2015 Mill Rate needs to be set by June 15, 2015. On May 20, 2015, Council certified the 2015 tax roll and saw two mill rate scenarios presented by the City Clerk. For tonight's meeting I have prepared the same two scenarios, as no direction was given as to whether Council wanted to see other scenarios.

- 1) A mill rate of 9.43 would put Cordova at property tax revenues of \$1,741,936.10. The 9.43 happens to have been the mill rate in 2012 & 2013 and it also achieves a generated revenue pretty close to the average of the last 3 years actual as seen on the budget worksheet that is attached here.
- 2) A mill rate of 11.53 would achieve revenue of \$2,129,854 – the closest I could get to \$1.862 million, going out only 2 decimal places, which was the revenue goal set when Council passed the 2015 budget.

Recommended Motion: Move to approve Resolution 06-15-28 with **x** inserted as the mill rate.

Staff Recommendation: Majority voice vote.



**CITY OF CORDOVA, ALASKA  
RESOLUTION 06-15-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
SETTING THE MILL RATE FOR THE 2015 TAX YEAR**

**WHEREAS**, Alaska Statute, Section 29.45.240 and Cordova Municipal Code 5.36.240 require that the mill levy be established by resolution annually prior to June 15, 2015; and

**WHEREAS**, Cordova Municipal Code Section 5.36.245, which used to delineate a mill rate differential in the “rural zone”, was repealed via Ordinance 1118 adopted July 2, 2014 and effective January 1, 2015; and

**WHEREAS**, in accordance with Cordova Municipal Code Section 1.18.010 A, this rate setting resolution requires a public hearing before passage.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby sets the mill rate for 2015 real property at **x.xx** mills for all properties in the City of Cordova.

**PASSED AND APPROVED THIS 3<sup>rd</sup> DAY OF JUNE, 2015**

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

ATTEST:

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

## MILL RATE SCENARIOS 2015

**TOTAL TAXABLE VALUE IS \$184,722,810, THEREFORE,  
EACH MILL GAINS \$184,722.81 IN PROPERTY TAXES**

### CLOSEST TO BUDGETED REVENUE AMOUNT OF \$2.129M

mill rate decrease of 0.54 mills or 4.47%

Cordova City Limits Total Taxable		\$184,722,810.00			Total Tax Revenue	\$2,129,854.00
			<b>11.53</b>			
	total taxable	\$184,722,810.00			<b>\$2,129,854.00</b>	TOTAL PROPERTY TAXES
		<b>value of home</b>	<b>taxes</b>			
	2014	\$200,000.00	\$2,414.00			
	2015	\$200,000.00	\$2,306.00			
		annual decrease	<b>-\$108.00</b>	-4.47%		
		monthly decrease	<b>-\$9.00</b>			

### BACK TO THE 2012 & 2013 MILLRATE OF 9.43

to collect property tax approximately equal to an average of the last 3 years collected (\$1,762,352)

mill rate decrease of 2.64 mills or 22%

Cordova City Limits Total Taxable		\$184,722,810.00			Total Tax Revenue	\$1,741,936.10
			<b>9.43</b>			
	total taxable	\$184,722,810.00			<b>\$1,741,936.10</b>	TOTAL PROPERTY TAXES
		<b>value of home</b>	<b>taxes</b>			
	2014	\$200,000.00	\$2,414.00			
	2015	\$200,000.00	\$1,886.00			
		annual decrease	<b>-\$528.00</b>	-21.87%		
		monthly decrease	<b>-\$44.00</b>			

Tax Year	Mill Rate	
	City	Annexed
1975	17	
1976	18.5	
1977	22	
1978	18	
1979	15	
1980	15	
1981	1	
1982	1	
1983	1	
1984	1	
1985	3	
1986	3	
1987	3	
1988	7.9	
1989	7.13	
1990	7.94	
1991	7.94	
1992	11	
1993	11	
1994	12.5	11.5
1995	13.25	10.74
1996	13.25	10.74
1997	14.48	11.97
1998	14.48	11.97
1999	14	11.49
2000	13.5	10.99
2001	13.5	10.99
2002	13.5	12.5
2003	13.5	12.5
2004	14	13
2005	14	13
2006	13.35	12.35
2007	13.35	12.35
2008	13	12
2009	14.5	13.5
2010	13.9	12.9
2011	9.7	8.7
2012	9.43	8.43
2013	9.43	8.43
2014	12.07	11.07

Account Number	Account Title	2012 Actual	2013 Actual	2014 YTD Actual	2014 Current year Budget	2015 Proposed Budget
<b>General Fund</b>						
<b>Taxes</b>						
101-300-40001	Property Tax	1,667,035.91	1,602,282.65	2,017,739.14	1,862,000.00	2,129,000.00
101-300-40003	Property Tax-Penalties	.00	2,715.83	1,332.45	.00	.00
101-300-40005	Property Tax-Interest	.00	199.19	541.37	.00	.00
101-300-40010	Sales & Use Taxes	3,285,180.39	3,274,576.97	3,273,801.70	3,300,000.00	3,300,000.00
101-300-40011	Public Accommodations Surtax	116,263.85	116,136.12	112,585.99	117,500.00	117,500.00
101-300-40012	Vehicle Rental Surtax	14,602.87	11,138.72	14,516.52	16,000.00	16,000.00
101-300-40013	Sales Tax Compensation timely	30,200.74	30,494.02	29,582.18	30,000.00	30,000.00
101-300-40030	Penalties & Int. - Sales Tax	9,572.83	17,281.13	10,356.24	15,000.00	15,000.00
101-300-40040	In Lieu Tax Payments	408,840.87	393,229.58	422,220.54	385,364.99	375,364.00
101-300-40041	Payment in Lieu of Tax - Other	1,982.06	3,415.84	.00	.00	.00
Total Taxes:		5,473,278.04	5,390,482.01	5,823,511.77	5,665,864.99	5,922,864.00
<b>Licenses &amp; Permits</b>						
101-301-40100	General Business Licenses	24,095.00	14,555.00	18,000.00	15,000.00	15,000.00
101-301-40120	Taxi - For Hire Operators	580.00	1,405.00	10.00	600.00	600.00
Total Licenses & Permits:		24,675.00	15,960.00	17,990.00	15,600.00	15,600.00
<b>Other Governmental</b>						
101-302-40205	Raw Fish Tax	1,371,289.78	1,432,356.36	1,661,223.18	2,200,000.00	1,200,000.00
101-302-40210	Liquor Licenses	11,650.00	12,300.00	10,400.00	12,000.00	12,000.00
101-302-40215	Share Revenue - General	294,223.00	206,187.00	205,993.00	205,610.00	205,610.00
101-302-40220	Forest Receipts - Roads	98,409.37	86,029.61	72,959.66	77,426.65	65,663.69
101-302-40221	Forest Receipts - School	1,020,715.32	861,220.07	744,821.18	775,098.06	670,339.06
101-302-40225	Utility Cooperative Refunds	134,090.75	151,623.86	234,084.57	150,000.00	200,000.00
101-302-40230	Shared Fisheries Tax	65,314.70	31,221.57	32,607.88	40,000.00	33,000.00
101-302-40239	Pension State Relief	251,549.94	.00	.00	463,948.00	616,121.00
101-302-40240	Library Grant	6,500.00	7,372.50	7,137.42	6,750.00	.00
101-302-40245	E-Rate Grant (Library)	.00	4,677.15	.00	.00	.00
Total Other Governmental:		3,253,742.86	2,792,988.12	2,969,226.89	3,930,832.71	3,002,733.75
<b>Leases &amp; Rents</b>						
101-303-40310	Cordova Industrial Park Leases	10,570.00	2,803.71	.00	.00	.00
101-303-40320	N. Harbor Fill Lease	82,819.55	83,205.55	90,457.09	80,000.00	80,000.00
101-303-40330	S. Harbor Fill Lease	24,368.00	28,509.41	18,310.16	25,000.00	25,000.00
101-303-40340	Boat Trailer Space Rental	3,120.00	.00	.00	.00	.00
101-303-40345	Parking Permits	850.00	100.00	.00	.00	.00
101-303-40350	Other Land Leases	18,878.27	31,510.23	24,424.92	22,000.00	22,000.00
101-303-40360	Other Building Leases	4,675.96	6,629.11	9,517.45	5,000.00	7,000.00
101-303-51110	Lease Rev Pass-Thru Copper Tel	33,000.00	30,250.00	11,000.00	33,000.00	61,900.00
Total Leases & Rents:		178,281.78	183,008.01	153,709.62	165,000.00	195,900.00
<b>Law Enforcement</b>						
101-304-40245	State Contract - Jail	151,249.50	216,902.50	181,541.25	240,080.00	240,080.00
101-304-40250	Surcharge - SOA	1,170.00	580.00	940.00	2,000.00	2,000.00
101-304-40265	State Dispatch Services	4,725.00	4,725.00	3,543.75	4,725.00	4,725.00
101-304-40267	USFS Dispatch Services	4,725.00	6,750.00	6,750.00	6,725.00	6,725.00
101-304-40370	Court Fines & Forfeitures	38.00	65.00	.00	200.00	200.00
101-304-40371	Citations	11,273.00	7,046.00	6,519.00	7,500.00	7,500.00
101-304-40380	ATV Registration Fees	340.00	220.00	280.00	300.00	300.00

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

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DATE: May 28, 2015

TO: Mayor and City Council

SUBJECT: PWSSC Request for Reimbursement

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City Manager Randy Robertson included the attached as a written report in the packet of May 6, 2015. Council never directed him to do anything with this request and never even brought up the report. The PWSSC has asked him if Council made a determination on their request. This is before you as an action item tonight to finally decide whether or not Council wants to take any action on the request.

RECOMMENDED MOTION: Move to reimburse the PWSSC as per their written request.

REQUIRED ACTION: Majority roll call vote.



*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. 15<sup>th</sup> 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.

ENCL 1

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. 20<sup>th</sup> 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. 20<sup>th</sup> 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-mail: 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
<b>Total Labor</b>			<b>8,719.25</b>

**Unit Billing**

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

**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
<b>Total Labor</b>			<b>437.50</b>

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

55



# Memorandum

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

---

## **PART I – GENERAL INFORMATION**

Requested Actions: Award Disposal to Proposer  
Legal Description: Lot 4A, Block 5, North Fill Development Park Addition No. 2  
Parcel Number: 02-060-128  
Zoning: Waterfront Industrial District  
Lot Area: 8,267 sq. ft.  
Attachments: Proposal Packet (The packet distributed to potential proposers)  
Proposal from Bayside Storage

The public notice period for this property disposal began April 1<sup>st</sup> and ended May 1<sup>st</sup> at 10 AM. The City received one proposal for the property. The lot has been used by the City as an impound lot for several years. The City will move the impound lot to the landfill as it becomes necessary.

While the lot is 8,267 sq. ft. and the minimum lot size for the Waterfront Industrial District is 10,000 sq. ft., the City is able to sell the lot. The City approved the subdivision of Lot 4 in 2001 thus approving two lots that did not meet the standard lot size for that zoning district. Any proposal for future development on the lot will be required to meet all the Waterfront Industrial code requirements except for the minimum lot size.

The proposed price from Bayside Storage was \$48,000 (minimum bid = \$48,000).

In accordance with the Cordova Municipal Code, the City Council will select the proposal to award the property to or reject the proposals.

## **PART II – BACKGROUND**

**5/19/15** – At the Planning Commission Regular Meeting the proposal from Bayside Storage was discussed. The following is a summary of what occurred:

**M/Bailer S/Frohnapfel to recommend to City Council to approve the proposal from Bayside Storage for Lot 4A, Block 5, North Fill Development Park Addition No. 2.**

**Bailer** said when they looked at this lot a while back they were looking for new business. The last time they denied five proposals for the lot. **Frohnapfel** said he questioned if the building was going to be more than one floor. **Roemhildt** said that he had questions about the proposal. **Stavig** said that **Paul Kelly** wanted **Stavig** to inform the commission that he couldn't attend because he would be traveling out of town. **McGann** said that they had hashed this out several times and the commission was clear that this was not something that was acceptable. He does not see any changes from the past proposal. **Pegau** said that there were five proposals last time and he knows that one didn't propose this time because they thought the commission's desire was

a new business. **Baenen** agreed and said there were some good letters from other businesses. **J. Greenwood** said that they had denied this proposal before and for consistency he is not in favor of the proposal.

**M/Bailer S/McGann** to amend the motion to state: recommend to City Council to maintain ownership of Lot 4A, Block 5, North Fill Development Park Addition No. 2

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

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

Upon roll call vote, main motion **passed** 7-0.

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

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

#### **Chapter 5.22.030 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY – Council approval required.**

- A. All disposals of interests in city real property are subject to council approval.*
- B. If the city solicits bids or proposals for a disposal of an interest in city real property, the council either shall:
  - 1. Award the disposal to the best bidder or proposer in accordance with the criteria in the invitation for bids or proposals, or*
  - 2. If the council finds it to be in the best interest of the city to do so, reject any or all bids or proposals.**

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

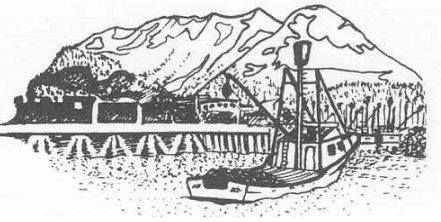
*D. A request for proposals to lease or purchase city real property shall specify the criteria upon which proposals shall be evaluated, which may include without limitation the type of proposed development and its benefit to the community, the qualifications and organization of the proposer, the value of the proposed improvements to the real property, and the required rent or purchase price. All proposals submitted in response to a request for proposals shall be reviewed by the planning commission, which shall recommend a proposal to the city council for award.*

### **PART IV – SUGGESTED MOTION**

“I move to (\*) Bayside Storage for Lot 4A, Block 5, North Fill Development Park Addition No. 2.”

\*Select: 1) award the disposal to or 2) reject the proposal from

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

**All proposals must be received by the Planning Department by Friday, May 1<sup>st</sup>, 2015 at 10 AM.**

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposal is not awarded the property, the City will reimburse the deposit to the proposer, otherwise deposit will be credited to costs associated with the contract preparation.

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

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

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

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

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

1. Describe the development you're proposing.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. What is the benefit of the proposed development to the community?
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?

**Included for your convenience:**

**Attachment A:** Criteria used when evaluating each submitted proposal.

**Attachment B:** A location map showing the subject property.

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

**Attachment D:** Cordova Municipal Code - Waterfront Industrial District

**Attachment E:** Sample Lease with Option to Purchase Agreement

**Please mail proposals to:**     **City of Cordova**  
   **Attn: City Manager**  
   **C/O Proposals**  
   **P.O. Box 1210**  
   **Cordova, Alaska 99574**

**Or email proposals to [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net) and [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net).** The email subject line shall be "Proposal for Lot 4A, Block 5," and the proposal shall be attached to the email as a PDF file.

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

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

**Proposals received after Friday, May 1<sup>st</sup>, 2015 at 10 AM will not be considered.**

## ATTACHMENT A

Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

### Final Land Disposal Evaluation Criteria

<b>Criteria</b>	<b>Multiplier</b>	<b>Proposal Rank 1-10</b>	<b>Subtotal for Proposal</b>
Value of improvements	1.75		
Number of Employees	1.5		
Sales Tax Revenue	1.25		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1		
Proposal Price	1		
Consistency with Comprehensive Plan	1		
<b>Total</b>	<b>10</b>		



ATTACHMENT B

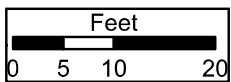
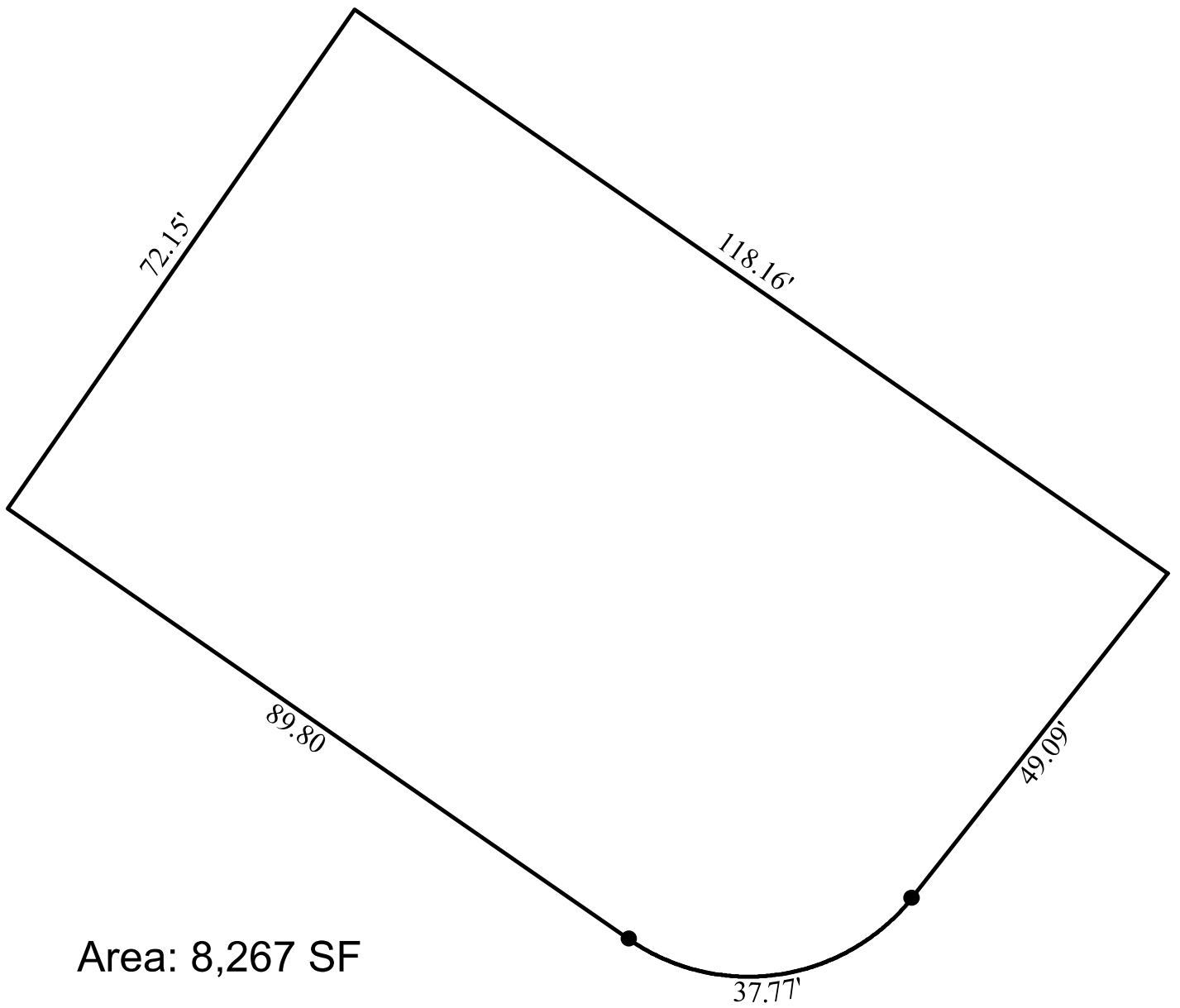




ATTACHMENT B



ATTACHMENT C



## ATTACHMENT D

### Chapter 18.33 - WATERFRONT INDUSTRIAL DISTRICT

#### Sections:

#### 18.33.010 - Purpose.

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

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

(Ord. 634 (part), 1988).

#### 18.33.020 - Permitted principal uses and structures.

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

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

(Ord. 634 (part), 1988).

#### 18.33.030 - Permitted accessory uses and structures.

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

(Ord. 634 (part), 1988).

#### 18.33.040 - Conditional uses and structures.

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

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

## ATTACHMENT D

(Ord. 634 (part), 1988).

### 18.33.050 - Prohibited uses and structures.

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

(Ord. 634 (part), 1988).

### 18.33.060 - Setbacks.

#### A. Minimum Setbacks.

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

(Ord. 634 (part), 1988).

### 18.33.070 - Lot coverage.

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

(Ord. 634 (part), 1988).

### 18.33.080 - Height.

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

(Ord. 634 (part), 1988).

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

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

(Ord. 634 (part), 1988).

### 18.33.100 - Minimum lot requirements.

#### A. Minimum Lot Requirements.

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

(Ord. 634 (part), 1988).

### 18.33.110 - Signs.

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

(Ord. 634 (part), 1988).

### 18.33.120 - Floor elevations.

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

North Fill Development Park



## ATTACHMENT D

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

## ATTACHMENT D

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

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

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

(Ord. 634 (part), 1988).

18.33.130 - Site plan review.

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

(Ord. 634 (part), 1988).

## **ATTACHMENT E**

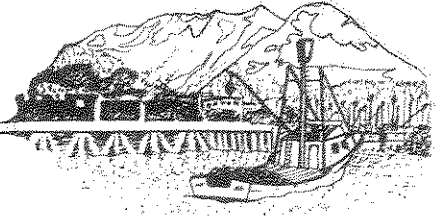
### **CITY OF CORDOVA Cordova, Alaska**

#### **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 XXXXXXXX., an Alaska corporation ("Lessee").

The template for this agreement has been removed from the City Council packet. To read the entire agreement, please refer to the Planning Commission Regular Meeting Packet from 5/19/15.

# CITY OF CORDOVA



**RECEIVED**

APR 27 2015

## SEALED PROPOSAL FORM

**City of Cordova**

All proposals must be received by the Planning Department by Friday, May 1<sup>st</sup>, 2015 at 10 AM.

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

Name of Proposer: Paul and Linda Kelly

Name of Organization: Bayside Storage

Address: Box 265

Phone #: 424-3109

350 Jim Poor Ave.

Email: akkelly@ctek.net

Cordova, AK 99574

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

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

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

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

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

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposal is not awarded the property, the City will reimburse the deposit to the proposer, otherwise deposit will be credited to costs associated with the contract preparation.

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

Proposed Price \$ 48,000.00

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 CMC 5.22.100.

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

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

1. Describe the development you're proposing.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. What is the benefit of the proposed development to the community?
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?

**Included for your convenience:**

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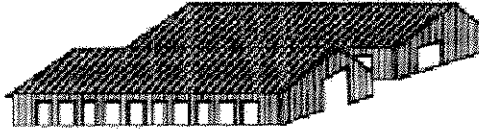
**Or deliver your proposal to the front desk at City Hall.**

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

**Proposals received after Friday, May 1<sup>st</sup>, 2015 at 10 AM will not be considered.**

# **BAYSIDE STORAGE**

*Paul and Linda Kelly*  
350 Jim Poor Ave  
Box 265  
Cordova, AK 99574



April 26, 2015

City of Cordova  
Planning Department  
P.O. Box 1210  
Cordova, AK 99574

RE: Sealed Proposal for Lot 4A, Block 5, North Fill Development

## Additional information

1. Type of business-Dry storage and small business operating space.
2. Proposed square footage: approximately 2700 sq. ft. per floor
3. See provided sketch and picture of similar building to proposal
4. Benefit to Community: Provides needed dry storage space and business operating space for fishing industry and all community members. Approximately \$5000 /year in sales tax plus \$5000/year in property tax.  
Bayside Storage employees=5.
5. Value of improvements:\$450,000.00
6. Proposed timeline for development: 0-3 years.



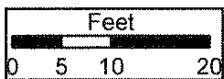
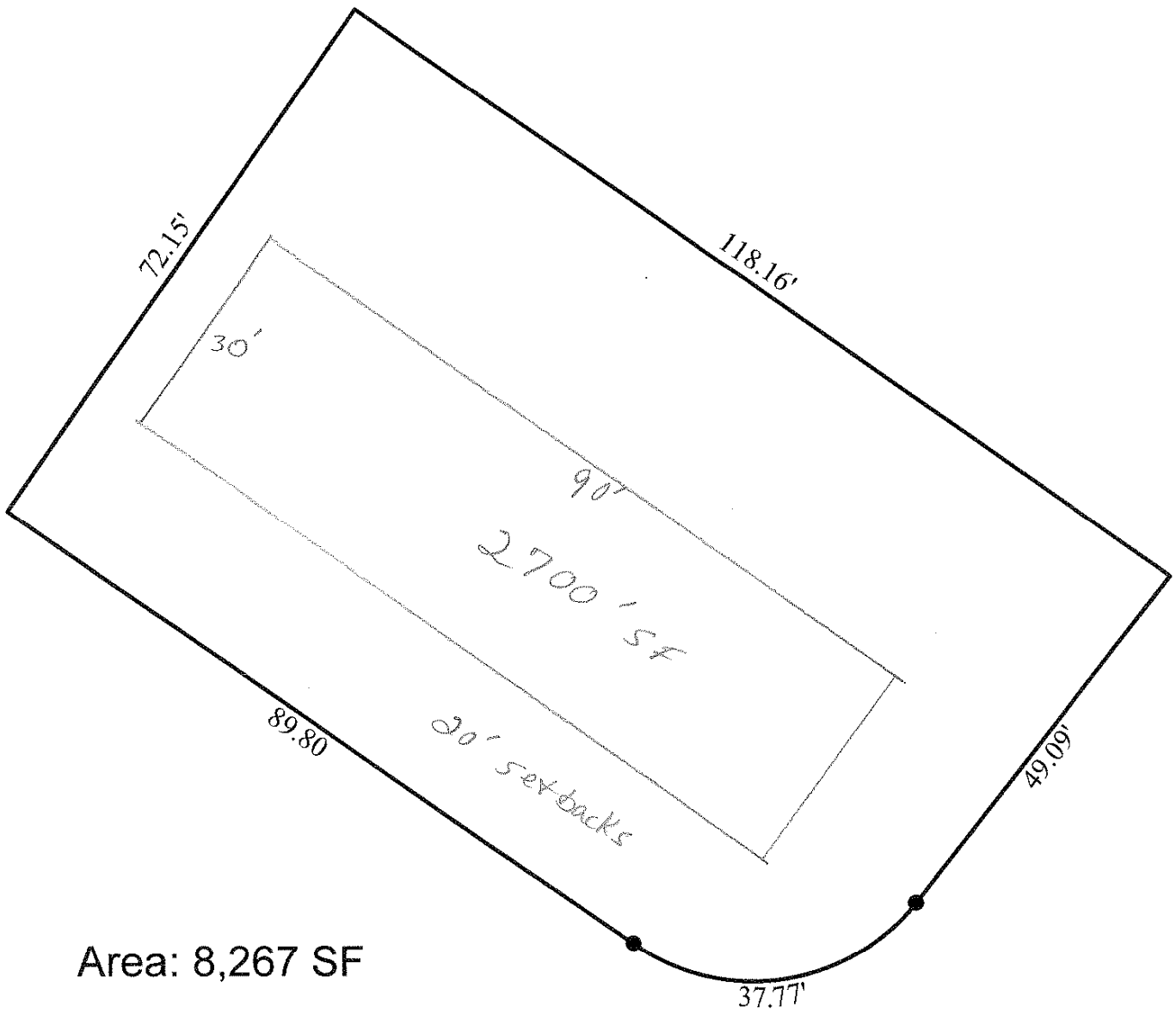
- Bayside value of improvements. Bayside has invested over \$3 million in Cordova's infrastructure. This additional project will cost an additional \$450,000 at today's prices.
- At this time the Bayside complex employs the entire gill net building/hanging crew from LFS, seven people, the entire electrical crew from Northern Lights Electrical, five families, various crews from the Science Center working on various projects for the fishing industry in PWS, members of the USCG-protecting the fishing fleet and other boaters in PWS, the various crews working on projects for the Native Village of Eyak on the Copper River and numerous other small business owners in 120 other work areas in our complex as well as Mobile Grid. The number of jobs provided by Bayside for the community is probably around 100.
- Bayside also directly provides jobs for five members of the Kelly family. Without the Bayside complex many businesses in Cordova would have no place to operate from. In larger communities investors often times own the shopping malls, large stores and other large retail or manufacturing buildings, as well as the land they are built on. Those investors may not employ any of the employees working in their buildings, but that does not mean that they do not cause for employment in the community. The people using the Bayside Storage complex employ local, year around employees and they all spend money in the community twelve months a year. In other industry in Cordova the paychecks leave town on pay day starting in mid-May, along with those making the money come September.
- The Bayside complex pays over \$18,000 in sales tax and over \$18,000 in property taxes annually. This new proposal will add

approximately \$5000 in sales tax and \$5000 in property taxes annually.

- Importance to the community. The Bayside complex has been a welcome addition to Cordova since 1989 and has provided hundreds of customers with everything from temporary storage when frozen pipes break in a home, to Eagle Contracting when an avalanche destroyed their place of business during the winter of 1999. Bayside provides a much needed service to 125 companies or individuals year around. Like any successful business, Bayside is willing to take the extreme risk to expand and add value and commerce to Cordova, a place where business has been contracting for years.
- Previously, four other planning commissions and four other city councils have voted to allow us to build and expand as a local and valued business for all the people of Cordova because our proposal meets and exceeds all the requirements of the proposal for development on the North Fill lots. Approving this proposal is what is best for the community and does represent the best use of this particular lot. In small rural communities there is little interest in establishing new businesses and the best chance for growth is in fact to work with an existing proven business.
- Bayside is well established and has a thirty year history of performance. We have never missed a payment, asked for an extension or baulked at our responsibilities. Though our performance bonds were the most aggressive the city has ever imposed, we still managed to meet them. We are prepared to immediately proceed and accomplish this expansion. We envision having a new facility in production within three years, if not sooner.

- Proposed price. It is difficult to provide a bid price for a project this far in advance, but given our experience and knowledge of our business we estimate the cost of the project to be \$400,000 from start to finish and are offering \$48,000 for the raw land at Block 5 Lot 4A.
- Consistency with comprehensive plan. The Bayside complex meets or exceeds all of the elements of the committee's comprehensive plan for the North Fill area. This is evident in the fact Bayside has been approved by four previous Planning commissions and four prior city council groups and were strongly encouraged by City Managers, various council members and the public, to invest in Bayside and expand for the good of the community.

ATTACHMENT C





# Memorandum

**To:** Planning Commission  
**From:** Planning Staff  
**Date:** 5/26/15  
**Re:** Review of Proposal for Lot 13, Block 12, Original Townsite

---

## **PART I – GENERAL INFORMATION**

Requested Actions: Award Disposal to Proposer  
Legal Description: Lot 13, Block 12, Original Townsite  
Parcel Number: 02-373-213  
Zoning: Medium Density Residence  
Lot Area: 2,500 sq. ft.  
Attachments: Proposal Packet (The packet distributed to potential proposers)  
Proposal from Joe Arvidson

The public notice period for this property disposal began April 1<sup>st</sup> and ended May 1<sup>st</sup> at 10 AM. The City received one proposal for the property. The lot is currently designated as a snow dump and Bill Howard, Streets Superintendent, intends to use it as a snow dump.

The proposed price from Joe Arvidson was \$14,400.00 (minimum bid = \$14,399.00).

The proposal packet included a lease with option to purchase agreement. Joe Arvidson's proposal does not include building a structure, so if he is awarded the property it will be a land sale agreement unless otherwise directed.

In accordance with the Cordova Municipal Code, the City Council will select the proposal to award the property to or reject the proposals.

## **PART II – BACKGROUND**

**5/19/15** – At the Planning Commission Regular Meeting the proposal from Joe Arvidson was discussed. The following is a summary of what occurred:

**M/McGann S/Bailer** to recommend City Council approve the proposal from Joe Arvidson for Lot 13, Block 12, Original Townsite.

**McGann** said that it was a little lot and **Arvidson** could be the one to get the most utility out of it.

**M/Bailer S/Baenen** to amend the motion to add a special condition to dissolve the lot lines between the properties as a condition of sale.

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

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

**Bailer** said he did have a concern for the neighbor's lot and drainage. He asked if the City still had a fill permit. **S. Greenwood** said that they will require drainage to be addressed.



M/Bailer S/Frohnapfel to amend to add a second special condition that a drainage plan will be approved to the satisfaction of the City Engineer before filling.  
Upon roll call vote, motion to amend passed 7-0.  
Yea: Greenwood, Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnapfel

Upon roll call vote, main motion passed 7-0.  
Yea: Greenwood, Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnapfel

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

Chapter 5.22.030 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY – Council approval required.

- A. *All disposals of interests in city real property are subject to council approval.*
- B. *If the city solicits bids or proposals for a disposal of an interest in city real property, the council either shall:*
  - 1. *Award the disposal to the best bidder or proposer in accordance with the criteria in the invitation for bids or proposals, or*
  - 2. *If the council finds it to be in the best interest of the city to do so, reject any or all bids or proposals.*

Chapter 5.22.060 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.

*D. A request for proposals to lease or purchase city real property shall specify the criteria upon which proposals shall be evaluated, which may include without limitation the type of proposed development and its benefit to the community, the qualifications and organization of the proposer, the value of the proposed improvements to the real property, and the required rent or purchase price. All proposals submitted in response to a request for proposals shall be reviewed by the planning commission, which shall recommend a proposal to the city council for award.*

### **PART IV – SPECIAL CONDITIONS**

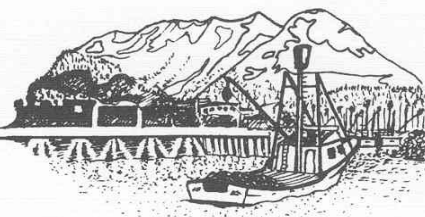
- 1. The lot line between the adjoining properties will be dissolved as a condition of sale.
- 2. Before filling, a drainage plan will be approved to the satisfaction of the City Engineer.

### **PART V – SUGGESTED MOTION**

“I move to (\*) Joe Arvidson for 13, Block 12, Original Townsite.”

\*Select: 1) award the disposal with the special conditions to or 2) reject the proposal from

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

**All proposals must be received by the Planning Department by Friday, May 1<sup>st</sup>, 2015 at 10 AM.**

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

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

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

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

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

\_\_\_\_\_

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

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

The fair market value for Lot 13, Block 12, Original Townsite is **\$14,399.00** and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, that shall be the amount paid for the property.

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

A snow dump easement will be negotiated with the proposer that is awarded the property. The easement will be up to 25 ft. of the eastern portion of the lot. Due to the easement, access will not be available from the east of the lot.

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposal is not awarded the property, the City will reimburse the deposit to the proposer, otherwise deposit will be credited to costs associated with the contract preparation.

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

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

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

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

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

1. Describe the development you're proposing.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. What is the benefit of the proposed development to the community?
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?

**Included for your convenience:**

**Attachment A:** Criteria used when evaluating each submitted proposal.

**Attachment B:** A location map showing the subject property.

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

**Attachment D:** Cordova Municipal Code – R Medium Density Residence District

**Attachment E:** Sample Lease with Option to Purchase Agreement

**Please mail proposals to:**     **City of Cordova**  
   **Attn: City Manager**  
   **C/O Proposals**  
   **P.O. Box 1210**  
   **Cordova, Alaska 99574**

**Or email proposals to [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net) and [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net).** The email subject line shall be "Proposal for Lot 13, Block 12," and the proposal shall be attached to the email as a PDF file.

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

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

**Proposals received after Friday, May 1<sup>st</sup>, 2015 at 10 AM will not be considered.**

## ATTACHMENT A

Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

**Only criteria applicable to a residential zoning district will be used.**

### Final Land Disposal Evaluation Criteria

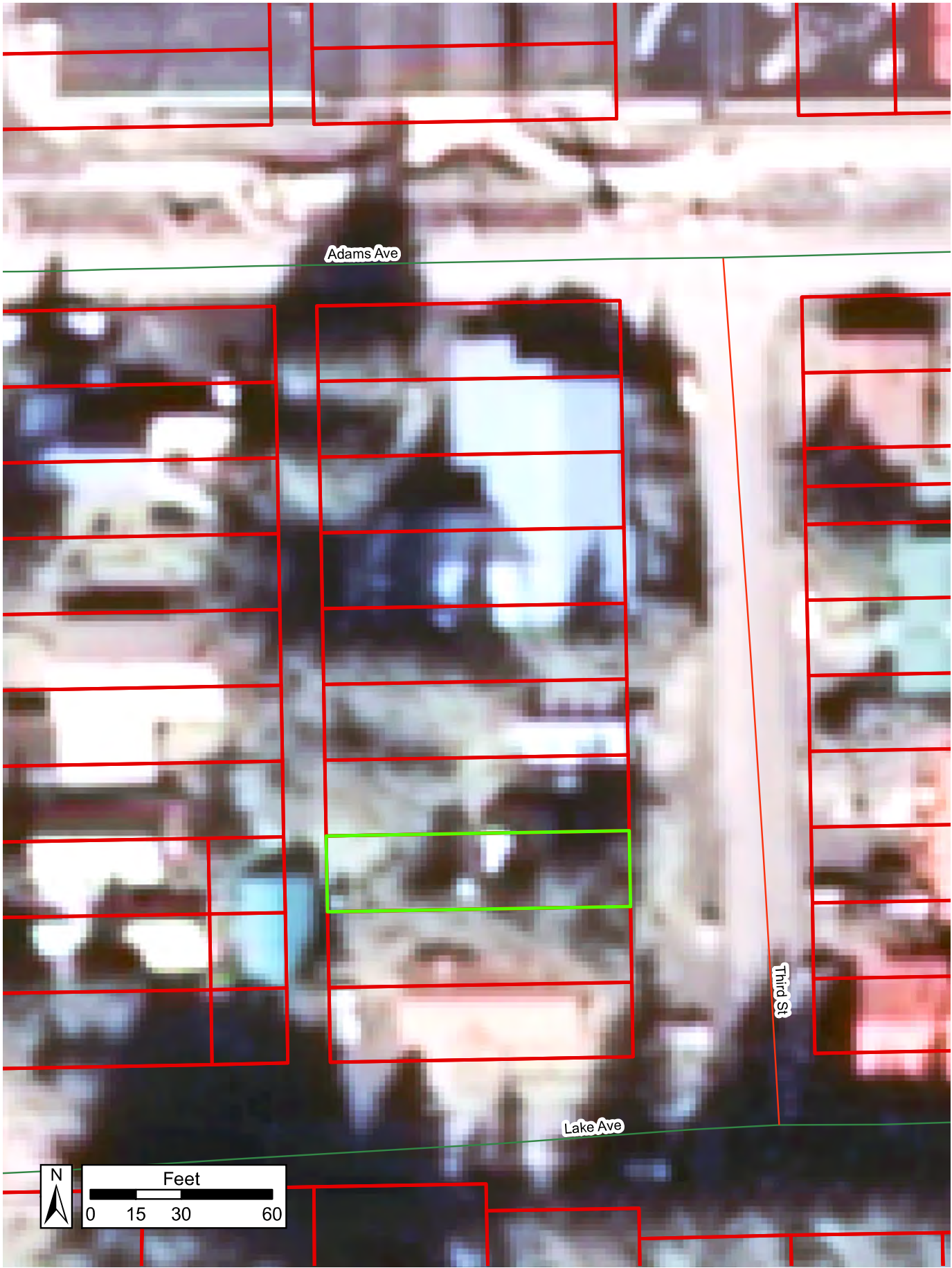
<b>Criteria</b>	<b>Multiplier</b>	<b>Proposal Rank 1-10</b>	<b>Subtotal for Proposal</b>
Value of improvements	1.75		
Number of Employees	1		
Sales Tax Revenue	1		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1.25		
Proposal Price	1		
Consistency with Comprehensive Plan	1.5		
<b>Total</b>	<b>10</b>		

# ATTACHMENT B



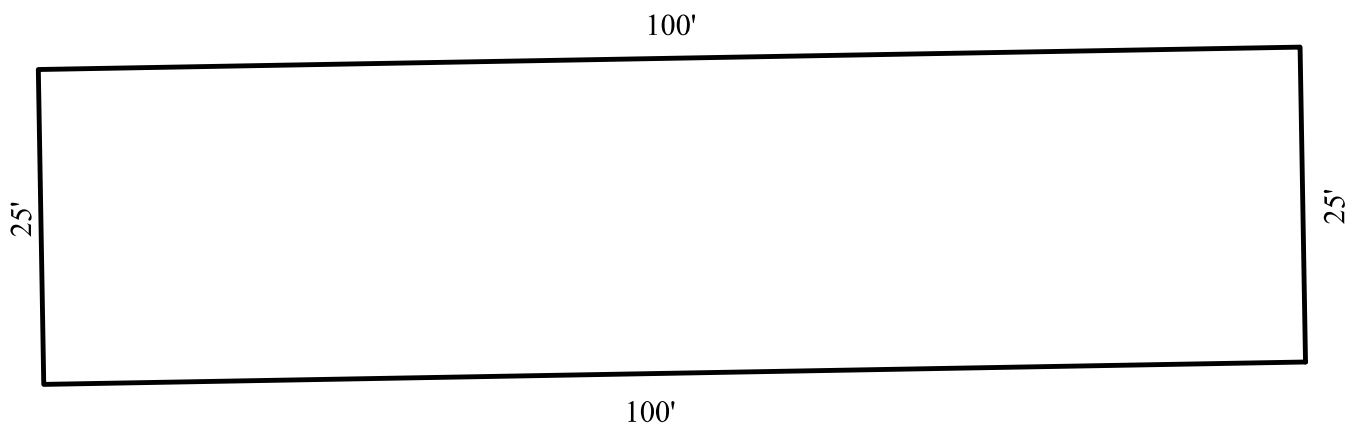


ATTACHMENT B

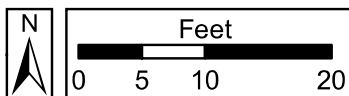




ATTACHMENT C



Area = 2,500 sq. ft.



## ATTACHMENT D

### Chapter 18.24 - R MEDIUM DENSITY RESIDENCE DISTRICT

#### Sections:

#### 18.24.010 - Permitted uses.

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

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

(Prior code § 15.204.2(A)).

#### 18.24.020 - Building height limit.

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

(Prior code § 15.204.2(B)).

#### 18.24.030 - Lot area.

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

(Prior code § 15.204.2(C)).

#### 18.24.040 - Front yard.

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

(Prior code § 15.204.2(D)).

#### 18.24.050 - Rear yard.

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

(Prior code § 15.204.2(F)).

#### 18.24.060 - Side yard.

## ATTACHMENT D

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

(Prior code § 15.204.2(E)).

## **ATTACHMENT E**

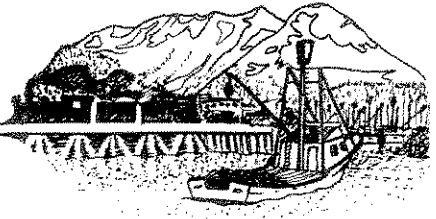
### **CITY OF CORDOVA Cordova, Alaska**

#### **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 XXXXXXXX., an Alaska corporation ("Lessee").

The template for this agreement has been removed from the City Council packet. To read the entire agreement, please refer to the Planning Commission Regular Meeting Packet from 5/19/15.

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by Friday, May 1<sup>st</sup>, 2015 at 10 AM.

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

Name of Proposer: Joe Arvidson

Name of Organization: N/A

Address: 710 3<sup>rd</sup> Street  
Cordova, AK 99574  
(PO Box 1666)

Phone #: 907-429-7095

Email: cjarvidson@yahoo.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 fair market value for Lot 13, Block 12, Original Townsite is \$14,399.00 and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, that shall be the amount paid for the property.

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

A snow dump easement will be negotiated with the proposer that is awarded the property. The easement will be up to 25 ft. of the eastern portion of the lot. Due to the easement, access will not be available from the east of the lot.

All proposals shall include a deposit of \$1,000.00. In the event that a proposal is not awarded the property, the City will reimburse the deposit to the proposer, otherwise deposit will be credited to costs associated with the contract preparation.

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

Proposed Price \$ 14,400.00

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 CMC 5.22.100.

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

*See attached doc.*

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

1. Describe the development you're proposing.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. What is the benefit of the proposed development to the community?
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?

**Included for your convenience:**

**Attachment A:** Criteria used when evaluating each submitted proposal.

**Attachment B:** A location map showing the subject property.

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

**Attachment D:** Cordova Municipal Code – R Medium Density Residence District

**Attachment E:** Sample Lease with Option to Purchase Agreement

**Please mail proposals to:**     City of Cordova  
   Attn: City Manager  
   C/O Proposals  
   P.O. Box 1210  
   Cordova, Alaska 99574

**Or email proposals to [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net) and [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net).** The email subject line shall be "Proposal for Lot 13, Block 12," and the proposal shall be attached to the email as a PDF file.

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

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

**Proposals received after Friday, May 1<sup>st</sup>, 2015 at 10 AM will not be considered.**



## ARVIDSON

- ① Cut trees, dig swamp down 7-9 ft and backfill with rock/gravel to level with our abutting lot.
- ② Intend to join this lot with our existing abutting lot. Total sq ft would be 5,000.  
There is no development planned.
- ③ We would eventually like to build on the joined lots but are not proposing any structure on this bid or promising to do so.
- ④ Additional developed buildable land. Taxes.
- ⑤ Estimated cost is \$14.4K to purchase \$20K to backfill & level, and ~~\$4K-5K to~~
- ⑥ 3 years.

# Memorandum

**To:** Planning Commission  
**From:** Planning Staff  
**Date:** 5/26/15  
**Re:** Review of Proposal for a Portion of Tract 1A, Ocean Dock Subdivision Addition #2

---

## **PART I – GENERAL INFORMATION**

Requested Actions: Award Disposal to Proposer  
Legal Description: Tract 1A, Ocean Dock Subdivision Addition #2  
Parcel Number: 02-052-304  
Zoning: Waterfront Industrial District  
Lot Area: 75,703 sq. ft.; up to 15,000 sq. ft. to be leased  
Attachments: Proposal Packet (The packet distributed to potential proposers)  
Proposal from Alpine Diesel

The public notice period for this property disposal began April 1<sup>st</sup> and ended May 1<sup>st</sup> at 10 AM. The City received one proposal for the property.

The proposed annual lease rate from Alpine Diesel is calculated as follows (this is the minimum bid for the proposed size of the facility):

15,000	X	\$4.10	X	10%	=	\$6,150.00
Total sq. ft. of facility		Proposed sq. ft. value		CMC 5.22		Annual lease rate

In accordance with the Cordova Municipal Code, the City Council will select the proposal to award the property to or reject the proposals.

## **PART II – BACKGROUND**

**5/19/15** – At the Planning Commission Regular Meeting, the proposal from Alpine Diesel was discussed. The following is a summary of what occurred:

**M/Bailer S/McGann** to recommend City Council approve the proposal from Alpine Diesel for a Portion of Tract 1A, Ocean Dock Subdivision Addition #2.

**Frohnappfel** asked several questions about setbacks and access. He asked **S. Greenwood** how the building will be assessed. **S. Greenwood** said that she wasn't an assessor so she can't answer. **Frohnappfel** said that the building would be considered permanent by the IBC. **Jerry Blackler** said that the building would not have doors and that the roof and connexes would be designed to meet the wind load requirement. He said that for environmental protection the entire floor area will be excavated down one foot and then have a layer of polyurea. **Frohnappfel** asked how drainage will be handled. **Blackler** said that they haven't got that far yet. **Bailer** asked **Tony Schinella**, Harbormaster, how he would deal with snow removal. **Schinella** said it was something they had thought about and they will deal with it. **S. Greenwood** said that snow removal was something they could deal with in the lease agreement. **Baenen** said that he assumed the building would meet the wind load required by the IBC.

Upon roll call vote, motion **passed** 7-0.

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

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

Chapter 5.22.030 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY – Council approval required.

- A. *All disposals of interests in city real property are subject to council approval.*
- B. *If the city solicits bids or proposals for a disposal of an interest in city real property, the council either shall:*
  - 1. *Award the disposal to the best bidder or proposer in accordance with the criteria in the invitation for bids or proposals, or*
  - 2. *If the council finds it to be in the best interest of the city to do so, reject any or all bids or proposals.*

Chapter 5.22.060 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.

*D. A request for proposals to lease or purchase city real property shall specify the criteria upon which proposals shall be evaluated, which may include without limitation the type of proposed development and its benefit to the community, the qualifications and organization of the proposer, the value of the proposed improvements to the real property, and the required rent or purchase price. All proposals submitted in response to a request for proposals shall be reviewed by the planning commission, which shall recommend a proposal to the city council for award.*

### **PART IV – SUGGESTED MOTION**

“I move to (\*) Alpine Diesel for a Portion of Tract 1A, Ocean Dock Subdivision Addition #2.”

\*Select: 1) award the disposal to or 2) reject the proposal from

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

**The City is seeking proposals for a long-term lease for a portion of Tract 1A, Ocean Dock Subdivision Addition #2 for the development of a vessel maintenance building.**

**All proposals must be received by the Planning Department by Friday, May 1<sup>st</sup>, 2015 at 10 AM.**

Property: Tract 1A, Ocean Dock Subdivision Addition #2. See attached map.

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

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

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

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

\_\_\_\_\_

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

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

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

City Council has specified that this property is available for a long-term lease only. The lease area will be limited to the western corner of Tract 1A, Ocean Dock Subdivision Addition #2 (see attached map for location) and can be up to approximately 15,000 square feet not including the additional square footage needed for clear and free access to the vessel repair building. The attached **lease** is a template for the agreement that will be negotiated with the proposal that is awarded the property.

The fair market value for a portion of Tract 1A, Ocean Dock Subdivision Addition #2 is **\$4.10 per square foot.** This price per square foot is the **minimum** price that will be accepted for the lease rate. **Additional fees may be imposed including but not limited to, if free and clear access to the proposed facilities in any way limits or prohibits revenue generated from boat storage.**

The annual lease rate will be calculated as follows:

Annual lease rate = Total Square footage of facility X \$4.10 X 10%

If the successful proposal amount is greater than the minimum per square foot price, that shall be the amount paid for the property.

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposal is not awarded the property, the City will reimburse the deposit to the proposer otherwise deposit will be credited to cost associated with the contract preparation.

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

**Proposed Price \$** \_\_\_\_\_ X \_\_\_\_\_ X 10% = \_\_\_\_\_  
Total Sq. Ft. of Facility Proposed Sq. Ft. Value Annual Lease Rate

**Proposed term of lease** \_\_\_\_\_ **years**

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 requirements within the **Waterfront Industrial District**. City Council has specified that the proposals should be for a **vessel maintenance building**.

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

1. Describe the development you're proposing.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. What is the benefit of the proposed development to the community?
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?
7. How will you comply with all applicable environmental laws?
8. How will you indemnify the City for any liability?

**Included for your convenience:**

**Attachment A:** Criteria used when evaluating each submitted proposal.

**Attachment B:** A location map showing the subject property.

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

**Attachment D:** Cordova Municipal Code - Waterfront Industrial District

**Attachment E:** Sample Lease Agreement

**Please mail proposals to:**    **City of Cordova**  
   **Attn: City Manager**  
   **C/O Proposals**  
   **P.O. Box 1210**  
   **Cordova, Alaska 99574**

**Or email proposals to [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net) and [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net). The email subject line shall be “Proposal for Tract 1A, Ocean Dock Subdivision Addition #2,” and the proposal shall be attached to the email as a PDF file.**

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

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

**Proposals received after Friday, May 1<sup>st</sup>, 2015 at 10 AM will not be considered.**



## ATTACHMENT A

Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

### Final Land Disposal Evaluation Criteria

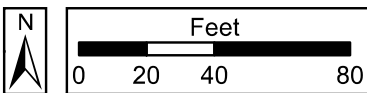
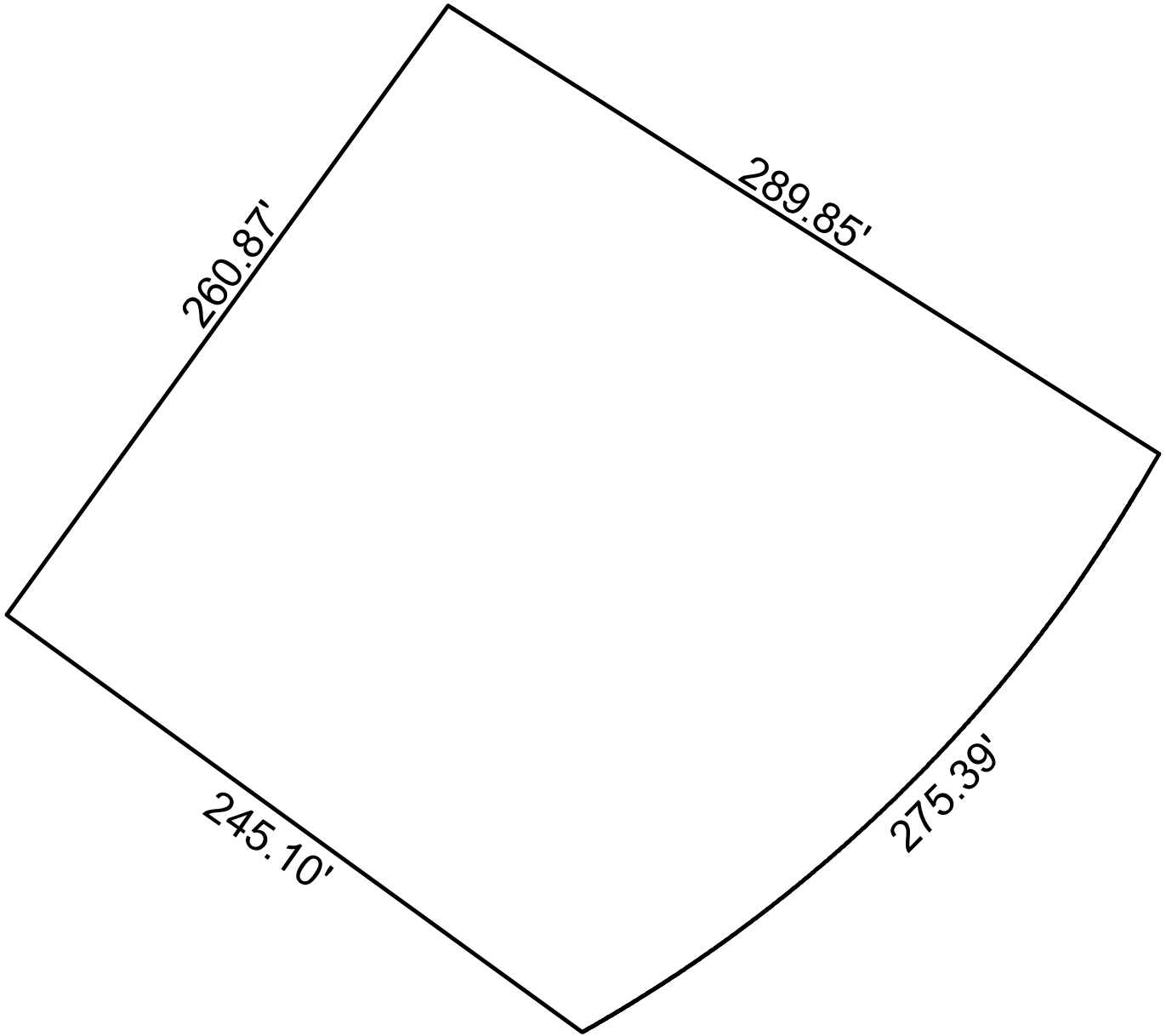
<b>Criteria</b>	<b>Multiplier</b>	<b>Proposal Rank 1-10</b>	<b>Subtotal for Proposal</b>
Value of improvements	1.75		
Number of Employees	1		
Sales Tax Revenue	1		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1.25		
Proposal Price	1		
Consistency with Comprehensive Plan	1.5		
<b>Total</b>	<b>10</b>		

ATTACHMENT B



ATTACHMENT C

Tract 1A  
75,703 sq. ft.



The lease will be limited to the western corner of the parcel and may be up to 15,000 sq. ft. not including clear and open access.

## ATTACHMENT D

### Chapter 18.33 - WATERFRONT INDUSTRIAL DISTRICT

#### Sections:

#### 18.33.010 - Purpose.

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

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

(Ord. 634 (part), 1988).

#### 18.33.020 - Permitted principal uses and structures.

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

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

(Ord. 634 (part), 1988).

#### 18.33.030 - Permitted accessory uses and structures.

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

(Ord. 634 (part), 1988).

#### 18.33.040 - Conditional uses and structures.

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

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

## ATTACHMENT D

(Ord. 634 (part), 1988).

### 18.33.050 - Prohibited uses and structures.

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

(Ord. 634 (part), 1988).

### 18.33.060 - Setbacks.

#### A. Minimum Setbacks.

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

(Ord. 634 (part), 1988).

### 18.33.070 - Lot coverage.

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

(Ord. 634 (part), 1988).

### 18.33.080 - Height.

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

(Ord. 634 (part), 1988).

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

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

(Ord. 634 (part), 1988).

### 18.33.100 - Minimum lot requirements.

#### A. Minimum Lot Requirements.

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

(Ord. 634 (part), 1988).

### 18.33.110 - Signs.

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

(Ord. 634 (part), 1988).

### 18.33.120 - Floor elevations.

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

North Fill Development Park

## ATTACHMENT D

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



## ATTACHMENT D

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

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

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

(Ord. 634 (part), 1988).

18.33.130 - Site plan review.

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

(Ord. 634 (part), 1988).

## ATTACHMENT E

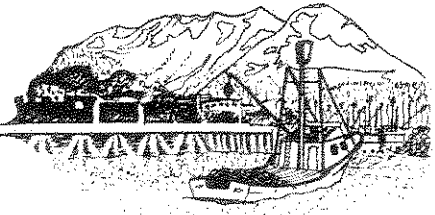
**CITY OF CORDOVA**  
Cordova, Alaska

### GROUND LEASE

**THIS LEASE** ("Lease") by and between the **CITY OF CORDOVA**, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and \_\_\_\_\_ (**dba** \_\_\_\_\_) doing business in Cordova, Alaska ("Lessee").

The template for this agreement has been removed from the City Council packet. To read the entire agreement, please refer to the Planning Commission Regular Meeting Packet from 5/19/15.

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

The City is seeking proposals for a long-term lease for a portion of Tract 1A, Ocean Dock Subdivision Addition #2 for the development of a vessel maintenance building.

All proposals must be received by the Planning Department by Friday, May 1<sup>st</sup>, 2015 at 10 AM.

Property: Tract 1A, Ocean Dock Subdivision Addition #2. See attached map.

Name of Proposer: JERRY & VICKI BLACKLER

Name of Organization: ALPINE DIESEL LLC

Address: PO Box 605

Phone #: 907-424-7664

CORDOVA AK 99574

Email: docblack@ctcak.net

**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.

City Council has specified that this property is available for a long-term lease only. The lease area will be limited to the western corner of Tract 1A, Ocean Dock Subdivision Addition #2 (see attached map for location) and can be up to approximately 15,000 square feet not including the additional square footage needed for clear and free access to the vessel repair building. The attached **case** is a template for the agreement that will be negotiated with the proposal that is awarded the property.

The fair market value for a portion of Tract 1A, Ocean Dock Subdivision Addition #2 is **\$4.10 per square foot**. This price per square foot is the **minimum** price that will be accepted for the lease rate. **Additional fees may be imposed including but not limited to, if free and clear access to the proposed facilities in any way limits or prohibits revenue generated from boat storage.**

The annual lease rate will be calculated as follows:

Annual lease rate = Total Square footage of facility X \$4.10 X 10%

If the successful proposal amount is greater than the minimum per square foot price, that shall be the amount paid for the property.

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposal is not awarded the property, the City will reimburse the deposit to the proposer otherwise deposit will be credited to cost associated with the contract preparation.

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

Proposed Price \$ 4.10 X 15,000 X 10% = 6150.00  
Total Sq. Ft. of Facility Proposed Sq. Ft. Value Annual Lease Rate

Proposed term of lease 20 years

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 requirements within the **Waterfront Industrial District**. City Council has specified that the proposals should be for a **vessel maintenance building**.

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

1. Describe the development you're proposing.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. What is the benefit of the proposed development to the community?
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?
7. How will you comply with all applicable environmental laws?
8. How will you indemnify the City for any liability?

**Included for your convenience:**

**Attachment A:** Criteria used when evaluating each submitted proposal.

**Attachment B:** A location map showing the subject property.

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

**Attachment D:** Cordova Municipal Code - Waterfront Industrial District

**Attachment E:** Sample Lease Agreement

**Please mail proposals to:** City of Cordova  
Attn: City Manager  
C/O Proposals  
P.O. Box 1210  
Cordova, Alaska 99574

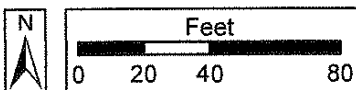
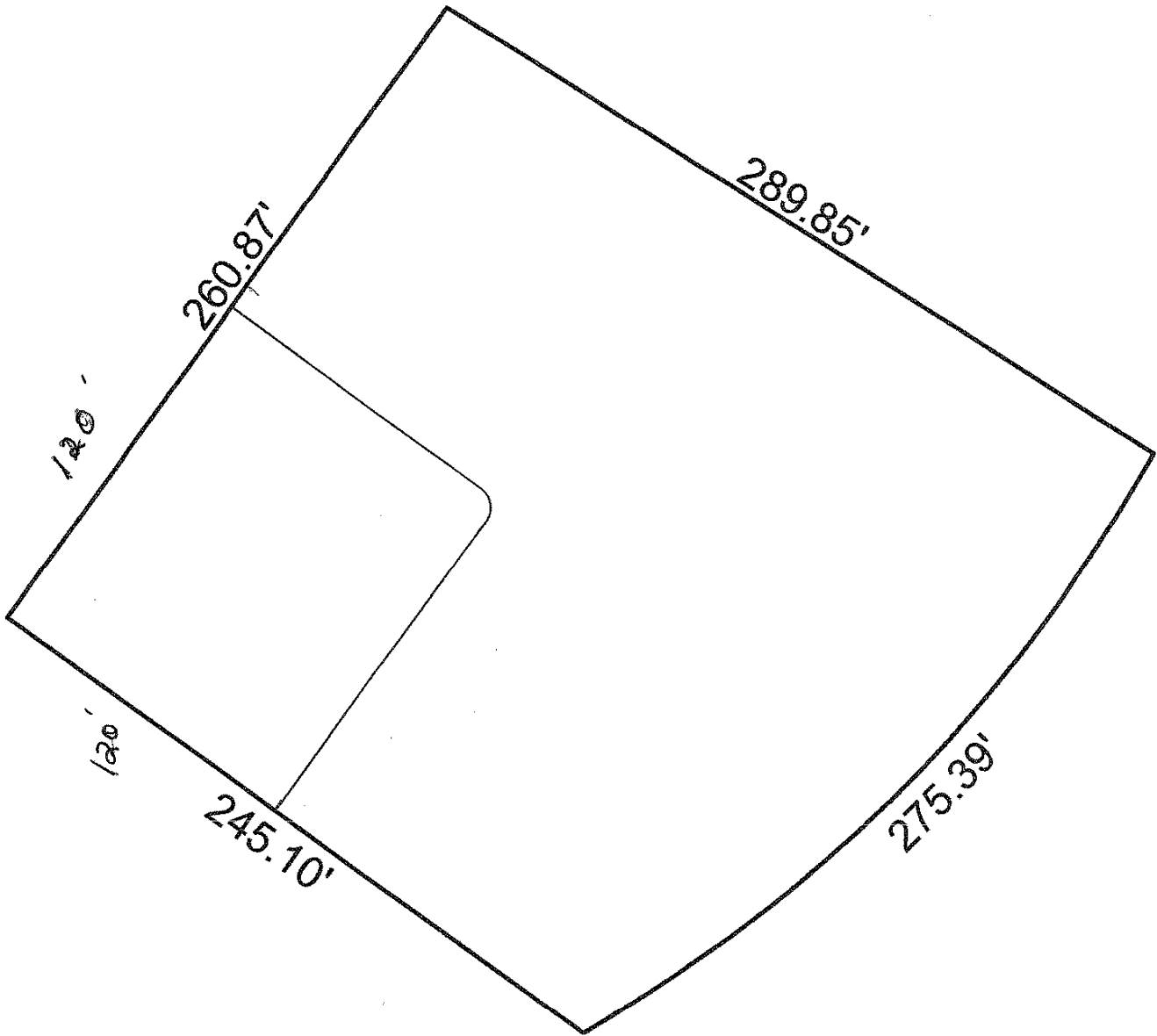
#### ADDITIONAL INFORMATION:

1. The vessel maintenance building is being proposed in order to enhance and support the commercial fishing industry in Cordova. The proposed structure will be comprised of container vans with a fabric arched roof in the center and a shed-roof lean-to on each side. The main structure will be 3 container vans high and 3 – 40' containers long. The structure will be 122'w x 120'l; height would be between 60' to 70', depending on containers. Steel pilings can be set on the main structure to aid with side-wind load. The lean-tos will be comprised of 20' container vans teed to the main structure for additional bracing and wind load. 2 high and 3 long - 40' vans will support the shed roof. The center section will be a drive-thru for a large vessel or 2 smaller vessels. The smaller bays will be for trailered vessels. The height & width of the building will allow the City travel lift to haul boats in one end, place the boat where needed and drive out the other end.
2. The Square footage will be 15,000.
3. See drawing on Attachment C. Also included is a drawing showing the layout of building and pictures of maintenance buildings similar to the one that we are proposing.
4. The benefits of the proposed facility are to give the fishing fleet of Cordova and other communities the ability to work on their vessels in a climate controlled enclosure. The facility will be available to all vessel types, tenders to recreational. Currently there is no building at the haul-out yard, this building will be adjacent to the yard and will be used by the commercial fishing fleet in Cordova and other outlying communities. The maintenance building will allow the vessels to be out of the weather and perform yearly maintenance. It will also be used by the recreational boat owners to perform maintenance. The maintenance building will be rented by the vessel owner according to the length of their vessel. The vessel owner will be allowed to do their own work or they can hire a company to perform the work. The building can also be rented by local companies in order to provide services to the fleet, for instance, welding, painting, fiberglass work, etc.. The labor force will vary from vessel to vessel, depending upon the work that will be ordered by the owner. The City of Cordova will see an increase in Sales Tax and property tax revenue. Retail stores in Cordova will see an increase in sales. Once the building is up and vessels from outlying areas come in, the City will see an increase in travel lift fees.
5. The projected improvements will be \$350,000 - \$400,000.

6. The proposed timeline depends on City Councils approval and the City manager/proposer coming to terms on a lease. After that is determined, materials will be ordered. Once materials are on site construction will begin. Estimated time line to complete, 2 - 3 months.
7. The ground in the open area of the facility will be lined with the same type material that is used in fuel containment bins, a polyurea fabric lining. Any hazardous materials that will be used will be inside the facility in a controlled environment. Hazardous materials will be disposed of through the City of Cordova bailer site or the landfill at 17 mile. All Vessel owners will be made aware of their responsibilities when it involves any and all hazardous materials. Vessel's that will be in for sand-blasting will be encapsulated inside the building.
8. We currently carry a 1M/2M insurance policy; we will add the City of Cordova as an additional insured. We will provide the City of Cordova with a Certificate of Insurance.

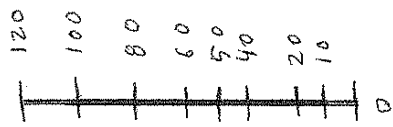
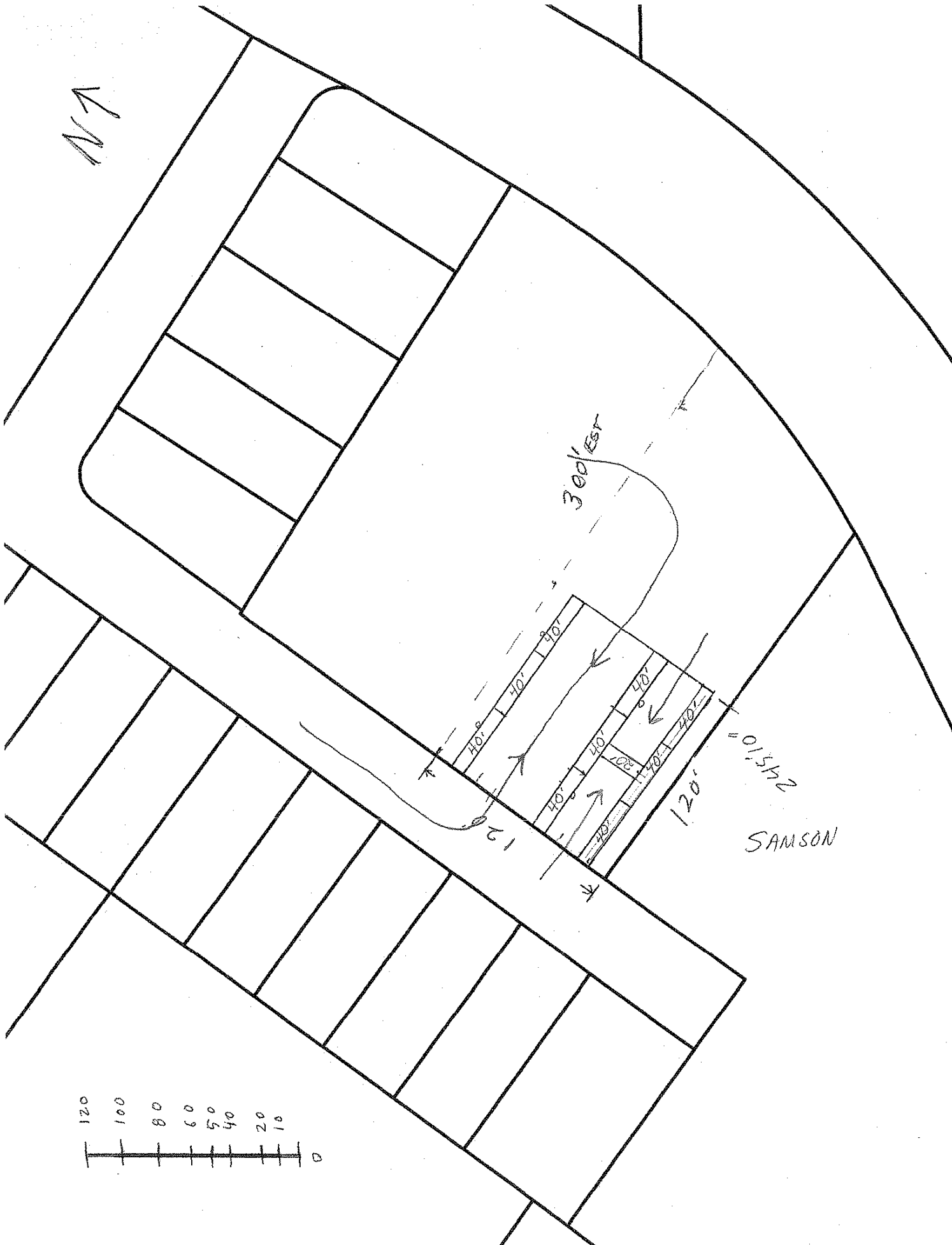
ATTACHMENT C

Tract 1A  
75,703 sq. ft.



The lease will be limited to the western corner of the parcel and may be up to 15,000 sq. ft. not including clear and open access.











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

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DATE: May 26, 2015

TO: Mayor and City Council

SUBJECT: Providence/City of Cordova Draft Consulting Agreement

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Mayor Kacsh put forward this agenda item. Sean McCallister has provided this draft consulting agreement and in the email below he mentions discussing it with Council at this, the June 3, 2015 Regular Council Meeting. Mayor Kacsh asked for the following suggested motion to be included:

**SUGGESTED MOTON:**

To direct the City Manager and the CCMC Acting Administrator to negotiate this draft contract with Providence Health & Services Alaska for consulting services at Cordova Community Medical Center.

Email with the attached draft: received May 26, 2015

Dear Mayor Kacsh and Ms. Bourgeois

Please find attached a draft consulting agreement for the Cordova City Council to review in preparation for its June 3 meeting. Note that Providence is still calculating the annual fixed fee for *administrative* services, as well as updating rates for the *staffing support* services. I look forward to discussing the draft agreement in person with the Council next week.

Thank you.

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

**CITY OF CORDOVA AND PROVIDENCE HEALTH & SERVICES ALASKA  
CONSULTING SERVICES AGREEMENT  
(INDEPENDENT CONTRACTOR)**

This Consulting Services Agreement (Independent Contractor) (“Agreement”) is entered into this 1st day of July, 2015, between the City of Cordova, Alaska (“City”) and Providence Health & Services – Washington dba Providence Health & Services Alaska (“Consultant”). City and Consultant may be referred to below individually as “Party” and collectively as “Parties.”

City owns and operates the following facilities located in Cordova, Alaska: (1) Cordova Community Medical Center (“CCMC”), which is a licensed acute care hospital and a Critical Access Hospital; (2) a licensed nursing home (“Nursing Home”); (3) a clinic and (4) a community mental health center (collectively referred to below as “City Facilities”).

Consultant operates acute care hospitals, nursing homes, clinics and other delivery sites in Anchorage, Alaska and other Alaskan communities.

Consultant and City were parties to a Management Agreement dated March 1, 2012 (“Management Agreement”), and a Master Services Agreement dated January 16, 2012 (“Services Agreement”).

The Parties now desire to enter into a consulting services agreement that will supersede and replace the Management Agreement and Services Agreement, on the terms set forth below.

In consideration of the mutual covenants contained herein, City and Consultant agree as follows:

**Section 1.     The Services**

Consultant will perform the services described in the Scope of Work Exhibits attached hereto (the “Services”) in accordance with the terms and conditions of this Agreement, and each Party’s obligations related to the Services are set forth in the Scope of Work Exhibits attached hereto. Consultant shall perform the Services in a professional manner in compliance with all applicable laws and regulations and all standards and rules reasonably established by City. The Parties hereby acknowledge and agree that Consultant shall provide Services in a manner that is consistent with the Catholic moral tradition as articulated in such documents as *The Ethical and Religious Directives for Catholic Health Care Services*.

**Section 2.     Compensation**

City will pay Consultant for Services rendered in the amount and on the payment terms described in the Scope of Works Exhibits attached hereto.

**Term and Termination**

The Term of this Agreement will commence July 1, 2015 and remain in effect until June 30, 2016, unless terminated earlier in accordance with the terms of this Agreement. Either party may terminate this Agreement at any time, without cause and without penalty, by giving the other party thirty (30) days advance written notice of termination. Either party may terminate this Agreement for material breach upon ten (10) days advance written notice specifying such breach unless the breach is cured within such ten (10) days. Automatic termination of the Agreement may occur under the terms set forth in Section 6.

In addition, either Party may terminate any individual Service set forth in the Exhibits attached hereto, with or without cause, at any time, by providing the other Party with at least thirty (30) days advance written notice of termination of the specified Service. Termination of an individual Service under the terms of this Section 3 shall not impact the terms of this Agreement for those remaining Services that Consultant continues to provide.

**Section 3. Independent Contractor Relationship**

Consultant will perform the Services as an independent contractor of City and this Agreement will not be construed to create a partnership, joint venture, or employment relationship between Consultant and City. Consultant will retain full control over the manner in which the Services are performed. No employee or agent of Consultant will represent himself or herself to be an employee or agent of City or enter into any agreement on City's behalf or in City's name. No employee or agent of City will represent himself or herself to be an employee or agent of Consultant or enter into any agreement on Consultant's behalf or in Consultant's name. Consultant's employees or agents will not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of City. City's employees or agents will not be entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of City.

**Section 4. Compliance With Laws**

Consultant will (a) comply with all federal, state, and local laws, ordinances, regulations and orders with respect to its performance of the Services; (b) file all reports relating to the Services (including, without limitation, federal, state, and local tax returns); (c) pay all filing fees and federal, state and local taxes applicable to Consultant's business as the same shall become due; and (d) pay all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts and other employee benefits acts when due. Consultant will provide City with such documents and other supporting materials as City may reasonably request to evidence Consultant's continuing compliance with this Section 5. The Parties represent and warrant that nothing in this Agreement or any other written or oral agreement between the Parties, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of patients or business between the Parties, or to any facilities owned or operated by the Parties.



**Section 5. Medicare/Medicaid Participation**

Each Party hereby represents and warrants that neither it nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each Party hereby agrees to immediately notify the other of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that either Party is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that either Party is in breach of this Section, this Agreement shall, as of the effective date of such action or breach, automatically terminate. Each Party further understands that the other Party periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify the other Party if it discovers a match. Each Party will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

**Section 6. Insurance; Risk of Loss**

Consultant shall maintain throughout the term of this Agreement such insurance policies reasonably required by City sufficient to protect against all applicable risks. Unless otherwise requested, Consultant shall carry general and professional liability insurance with at least \$1 million (\$1,000,000) per occurrence; and workers compensation insurance in accordance with the statutory requirements of the state of Alaska. Consultant will provide City with certificates of insurance and other supporting materials as City may reasonably request to evidence Consultant's continuing compliance with these insurance requirements. Consultant will be liable for all loss or damage, which is caused by Consultant, other than ordinary wear and tear, to City's property in Consultant's possession or control. In the event of any such loss or damage, Consultant will pay City the full current replacement cost of such equipment or property within thirty (30) days after its loss or damage.

**Section 7. Records and Confidentiality**

**7.1. Access to Records.** Each Party shall at all reasonable times during the Term of this Agreement and thereafter permit the other Party to have reasonable access to documents, books, and records relating to this Agreement and any and all access shall be subject to the requirements of applicable laws and regulations and requirements for certification, licensing and accreditation. During the term of this Agreement and for a period of four years after the termination hereof, Consultant shall grant access to the following documents to the Secretary of the U.S. Department of Health and Human Services ("Secretary"), the U.S. Comptroller-General, and their authorized representatives: this Agreement, and all books, documents and records necessary to verify the nature and costs of services provided hereunder. If Consultant carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with a related organization, this subcontract shall also contain a clause permitting access by the Secretary,



Comptroller-General, and their authorized representatives to the related organization's books, documents and records.

**7.2. Ownership.** All business records and information relating exclusively to the business and activities of the other Party are to be the property of that Party, irrespective of the identity of the Party responsible for producing or maintaining such records and information. All patient records, charts, reports, or other documentation produced as a result of the performance of Services are and remain the property of the City.

**8.3 Confidential Information; HIPAA Compliance.** The Parties will maintain the confidentiality of any confidential or proprietary information provided to or obtained by that Party in the performance of their respective obligations under this Agreement. Each Party hereby agrees to make every reasonable effort to comply with any regulations, standards, or rules promulgated pursuant to the authority of Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), or the American Recovery and Reinvestment Act of 2009 ("ARRA"), including those provisions listed below. The Parties may use and disclose PHI when necessary for each Party's proper management and administration (if such use or disclosure is the minimum necessary), or to carry out the Party's specific legal responsibilities pursuant to this Agreement, or as required by law.

Consultant further agrees: (1) to maintain administrative, physical, and technical safeguards as necessary to ensure that the PHI is not used or disclosed except as provided herein and to protect the confidentiality, integrity, and availability of PHI including implementing required policies and procedures with respect to PHI and the privacy and security rules pursuant to HIPAA/HITECH or the ARRA; (2) to mitigate, if possible, any harmful effect known to Consultant of a use or disclosure of PHI by Consultant or its subconsultant, if any; (3) to ensure that any subconsultants or agents to whom it provides PHI will agree in writing to substantially similar restrictions and conditions that apply with respect to such information, in the form of a business associate agreement; (4) to make available respective internal practices, books and records relating to the use and disclosure of PHI received from City to the U.S. Department of Health and Human Services or its agents; (5) to incorporate any amendments or corrections to PHI when notified by City that the information is inaccurate or incomplete; (6) to return or destroy all PHI received from City that Consultant still maintains in any form and not to retain any such PHI in any form upon termination or expiration of this Agreement, if feasible or, if not feasible, Consultant agrees to limit any uses of PHI after this Agreement's termination or expiration to those specific uses or disclosures that make it necessary for Consultant to retain the information; (7) to ensure applicable policies are in place for providing the PHI to City to satisfy an individuals' request to access their information; (8) to immediately, but in no event later than thirty (30) days, report to City any acquisition, access, use or disclosure of PHI, including breaches of unsecured PHI, which is not provided for in the Agreement by reporting unsuccessful security incidents to City upon request; and (9) to make PHI available to City as requested to provide an accounting of disclosures to an individual who is the subject of the information, to the extent required by HIPAA/HITECH or ARRA. Consultant further agrees to sign any other documents, as appropriate, including but not limited to an additional Business Associate Agreement with City, if requested to do so by City.

**8.4 Third-Party Confidential Information.** Consultant will not use, in the performance of the Services, or disclose to City, any confidential or proprietary information of any other person if such use or disclosure would violate any obligation or duty that Consultant owes to such person. Consultant warrants and represents that Consultant's compliance with this Section will not prohibit, restrict, or impair Consultant's performance of the Services and its other obligations and duties to City.

**8.5 Use of Parties' Names.** Neither Party shall publish or use in any advertising, marketing, sales or other promotional material any reference to the other Party or this Agreement without the express prior written approval of the other Party.

**Section 8. No Conflicting Obligations**

**9.1 Other Agreements.** Consultant's execution, delivery, and performance of this Agreement will not violate any other employment, nondisclosure, confidentiality, consulting or other agreements or commitments to which Consultant is a party or by which Consultant may be bound.

**9.2 Notification of Conflict of Interest.** Consultant hereby agrees to promptly notify the appropriate City official in writing with respect to any actual or potential conflict of interest that Consultant becomes aware of and which a reasonable person would conclude might affect Consultant's performance of the Services hereunder and/or City continued willingness to purchase the Services from Consultant.

**Section 9. Indemnification**

Consultant will indemnify, defend and hold City (and City's agents and employees) harmless from all claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from any claim, action, or other proceeding (including but not limited to any proceeding by any Consultant employees, agents or consultants) that is based upon (a) Consultant's breach of this agreement, (b) the conduct of Consultant's business, (c) any negligent act or omission of Consultant, its employees, agents, contractors or consultants, or (d) the infringement or misappropriation of any foreign or United States patent, copyright, trade secret, or other proprietary right by Consultant or its agents, employees, or consultants.

City will indemnify, defend and hold Consultant (and Consultant's agents and employees) harmless from all claims, damages, losses and expenses (including attorneys' fees) arising out of or resulting from any claim, action, or other proceeding (including but not limited to any proceeding by any City employees, agents or consultants) that is based upon (a) City's breach of this agreement, (b) the conduct of City's business, (c) any negligent act or omission of City, its employees, agents, contractors or consultants, or (d) the infringement or misappropriation of any foreign or United

States patent, copyright, trade secret, or other proprietary right by City or its agents, employees, or consultants.

**Section 10. Applicable Law**

This Agreement will be governed in all respects by, and construed and enforced in accordance with, the laws of the State of Alaska, without regard to any rules governing conflicts of laws.

**Section 11. Assignment**

Consultant may not assign this Agreement, in whole or in part, without City's prior written consent. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforced by the parties hereto and their respective successors and permitted assigns.

**Section 12. Entire Agreement, Interpretation and Changes**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter described herein and all prior or contemporaneous oral or written communications, understandings, or agreements between Consultant and City with respect to such subject matters are hereby superseded in their entirety. This Agreement specifically supersedes and replaces the Management Agreement dated March 1, 2012 and the Master Services Agreement dated January 16, 2012 between the Parties. In the event of any inconsistency between the terms of the main body of this Agreement and the terms of the Scopes of Works attached as Exhibits hereto, then the terms of the main body of this Agreement shall take precedence over the terms of the Exhibits. Any changes, amendments, or modifications to this Agreement and/or the Exhibits hereto shall not be binding on the parties unless mutually agreed to by the parties in writing. If any such changes, amendments, or modifications cause an increase or decrease in the cost or time required to complete the Services, mutually agreed adjustments shall be made in the contract price and/or the period of service described in the Exhibits hereto.

**Section 13. Severability**

If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, for any reason, then, to the fullest extent permitted by law (a) all other provisions hereof will remain in full force and effect in such jurisdiction and will be liberally construed in order to carry out the intent of the parties hereto as nearly as may be possible, (b) such invalidity, illegality, or unenforceability will not affect the validity, legality, or enforceability of any other provision hereof, and (c) any court or arbitrator having jurisdiction thereover will have the power to reform such provision to the extent necessary for such provision to be enforceable under applicable law.

**SIGNATURES APPEAR ON NEXT PAGE**

***DRAFT***

CITY OF CORDOVA

CONSULTANT  
Providence Health & Services-Washington  
d/b/a Providence Health & Services Alaska

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Approved:

CITY OF CORDOVA

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A  
SCOPE OF WORK –ADMINISTRATIVE SERVICES**

**I. Description of Administrative Services to be Performed by Consultant:**

City hereby engages Consultant to provide the following general administrative services (the “Administrative Services”):

- a. Provide administrative consultation and advisory support from Consultant’s Critical Access Hospital (CAH) operations administrator, including:
  1. Conduct weekly telephone meetings (or as otherwise needed) with CCMC’s Administrator;
  2. Provide advice and guidance with respect to medical center operations, quality and safety programs, strategic planning, medical staff processes, financial matters, regulatory compliance, staff recruitment and retention, equipment acquisition, and service line growth and development;
  3. Conduct quarterly site visits to CCMC;
  4. Attend quarterly Health Advisory Council (Committee) meetings;
  5. Attend City Council meetings, as requested by CCMC’s Administrator or City Mayor; and
  6. Such other assistance mutually agreed upon by the Parties.
- b. Provide human resources support from Consultant’s CAH Human Resources (HR) Strategic Partner, including:
  1. Consult with CCMC’s senior leadership on an advisory and as needed basis in HR and personnel-related matters involving City Facilities, working in conjunction with Consultant’s CAH operations administrator and CCMC’s Administrator, HR coordinator, and legal counsel (as necessary); and
  2. Such other assistance mutually agreed upon by the Parties.
- c. Provide financial consultation and analysis, including:
  1. Review of monthly financials and annual budget for City Facilities;
  2. Review annual audit and cost reports for City Facilities;
  3. Review state and federal reimbursement rate changes; and
  4. Provide feedback to CCMC’s Administrator on the foregoing.
- d. Provide access to Consultant’s policies and procedures related to facilities similar in licensure to CCMC’s facilities;
- e. Provide advisory assistance with City Facilities’ recruitment activities and assist with CCMC’s recruitment efforts related to executive leadership and medical providers for City Facilities;
- f. Advise CCMC on third party consultants who can advise on compliance, regulatory and reimbursement issues, including but not limited to revenue cycle processes, Medicaid rate appeals or responding to regulatory surveys.

- g. Assist the City Facilities with compliance efforts, including:
  - 1. Performing or assisting with mock joint commission surveys;
  - 2. Providing long term care consultation and assistance with survey response;
  - 3. Providing consultation with community health needs assessments;
  - 4. Provide ongoing recommendations related to Electronic Health Record (EHR) issues; and
  - 5. Providing compliance reviews of City Facility operations, as requested by the City.

**i. Compensation Amount and Timing of Payment for Administrative Services**

As compensation for the Administrative Services performed by Consultant, City will pay Consultant \$        per year for Services. That lump sum amount includes travel, lodging, meals and mileage expense for Consultant to conduct one site visit to CCMC per quarter in conjunction with Health Advisory Council (Committee) meetings.

If City or CCMC request Consultant to travel to Cordova for additional onsite consultation, services and/or meetings, then City or CCMC will pay Consultant for the actual cost of any travel, lodging, meals, and mileage expense (at the then current federal IRS mileage rate) necessary to complete the requested service(s), so long as such costs and expenses are authorized in advance by City or CCMC. Consultant will invoice City or CCMC within 30 days for such expenses, and City or CCMC shall remit payment to Consultant within fifteen (15) days of receipt of said invoice.



**EXHIBIT B  
SCOPE OF WORK – STAFFING SUPPORT SERVICES**

**I. Description of Staffing Support Services to be Performed by Consultant:**

City hereby engages Consultant to provide the below-noted staffing support services (the “Staffing Support Services”). Consultant will bill City for Staffing Support Services on an hourly basis, or prorated portion thereof, at the rates specified in Section II below, in addition to billing travel-related expenses at actual cost.

A. Blood Transfusion Instructor Services: Consultant will provide qualified instructors to provide CCMC and its staff with education and consultation on policies, procedures, and staff competencies associated with blood administration at CCMC (“Blood Transfusion Instructor Services”). Blood Transfusion Instructors will be licensed registered nurses with transfusion experience. Blood Transfusion Instructors will deliver transfusion education course(s) to registered nurses on site at CCMC at mutually agreed upon dates and times. Consultant shall be responsible for making travel and lodging arrangements for Blood Transfusion Instructors, and will provide CCMC documentation of successful course completion for each CCMC registered nurse that successfully completes the course and demonstrates competency as adjudged by the Blood Transfusion Instructor. CCMC will be responsible for:

1. Coordinating with Consultant to identify mutually agreed upon date(s) and time(s) for course(s) and arrange for the necessary facilities and equipment needed to provide the Blood Transfusion Instructor Services on site at CCMC;
2. Scheduling CCMC registered nurses to allow for the maximum number of attendees at scheduled course(s);
3. Paying for the Blood Transfusion Instructor’s air and ground travel, lodging, meals, and associated expenses, related to providing Services on-site to CCMC.

B. Wound Care Instructor Services: Consultant will provide qualified and wound care credentialed clinical staff to provide CCMC and its staff with education and consultation on wound care (“Wound Care Instructor Services”). Wound Care Instructors will deliver a 5-6 hour wound care education course to CCMC staff on-site in Cordova, on mutually agreed upon date(s) and time(s), as well as provide patient-specific consultations to CCMC hospital or Nursing Home patient(s), as requested by CCMC. The Wound Care Instructor will submit a written report of the consultation to CCMC via secure messaging no later than 5 business days following the site visit. Consultant shall be responsible for making travel and lodging arrangements for Wound Care Instructors. CCMC will be responsible for:

1. Coordinating with Consultant’s education department to identify mutually agreed upon date(s) and time(s) for course and consultation, and arrange for

the necessary facilities and equipment needed to provide the Wound Care Instructor Services on site at CCMC;

2. Identifying specific hospital or Nursing Home patient(s) for whom wound consultation is requested, and make medical records available to Consultant's clinical staff on-site for review prior to the consultation(s);
3. Obtaining patient-specific orders from CCMC-credentialed physicians or other appropriately licensed clinicians, and patient (or guardian, where applicable) consent, for the consultative Services;
4. Making CCMC clinical staff available to accompany the Wound Care Instructor when providing consultative Services to individual CCMC patient(s); and
5. Paying for the Wound Care Instructor's air and ground travel, lodging, meals, and associated expenses, related to providing Services on-site to CCMC.

C. Speech Language Pathologist Services: Consultant will provide CCMC with a certified speech language pathologist ("SLP") to provide professional services to patients of CCMC on mutually agreed upon dates and times. Consultant will ensure that all SLP staff sent to CCMC will continuously maintain on a current and unrestricted basis SLP licensure in the State of Alaska, and remain up to date on all health and safety compliance requirements. Consultant will make arrangements for travel, lodging, and ground transportation, where needed for SLP to provide services in Cordova. CCMC will be responsible for:

1. Providing orientation to SLP to include treatment environment, equipment, medical records, contact name/number for ordering providers, orientation to CCMC and introduction to staff and providers, and information on CCMC life safety guidelines;
2. Identifying a CCMC manager to serve as SLP's main point of contact.
3. Maintaining responsibility for: (a) ensuring that SLP services are provided to patients under the written order of a physician; (b) obtaining SLP services that meet professional standards and principles for said services; and (c) ensuring the timeliness of SLP services.
4. Paying for SLP's air and ground travel, lodging, meals, and associated expenses, related to providing services on-site in Cordova.

D. Strategic Planning and Community Health Needs Assessment Support Services: Consultant will provide skilled planner(s) to assist CCMC in the development of a three-year Strategic Plan and Community Health Needs Assessment (CHNA) (required every three years), or such other strategic planning mutually agreed upon by the Parties ("Strategic Planner Services"). Strategic Planners may include Consultant's Regional Manager of Strategic Planning or Strategic Planning Business Partner. When Strategic Planning or CHNA Support Services are requested, Consultant will develop a work plan, timeline, and proposed deliverable(s) to be reviewed and approved by CCMC prior to implementation. No travel to Cordova will be needed, unless requested by CCMC; where travel is requested by

CCMC associated with Strategic Planner and CHNA Support Services, Consultant shall make arrangements for travel and lodging, as needed. CCMC will be responsible for:

1. Identifying a single point of contact for communications to Consultant on each project for which Strategic Planner or CHNHA Support Services are requested;
2. Reviewing and approving in a timely manner all proposed Strategic Planner work plans, deliverables, and timelines, including any subsequent request for additional work hours needed to complete the project;
3. Communicating regularly with Consultant regarding the status of Strategic Planner projects and requests for any site visits to Cordova by Strategic Planners.
4. Where travel is requested, identifying mutually agreeable dates and times, and paying for the Strategic Planner(s)' air and ground travel, lodging, meals, and associated expenses, related to providing Services on-site to CCMC

## II. Compensation Amount and Timing of Payment for Staffing Support Services

Consultant will invoice the City for hours worked by Consultant's staff in providing the foregoing Staffing Support Services. City will pay Consultant at the hourly rates specified below, or prorated portion thereof, for all Staffing Support Services. In addition, City will pay Consultant for the actual cost of any travel, lodging, meals, and mileage expense (at the then current federal IRS mileage rate) necessary to complete the Staffing Support Services, so long as such costs and expenses are authorized in advance by City. Consultant will invoice City monthly for the prior month's Services and expenses, and City shall remit payment to Consultant within fifteen (15) days of receipt of said invoice.

The rates applicable to the above-noted Staffing Support Services are as follows during the initial 12 months of the Agreement, and will include both time spent providing Services as well as any travel time associated with the provision of Services:

Service	Hourly Rate (need to be updated)
Blood Transfusion Instructors	Regular time: \$52.37/hour Overtime (if eligible): \$78.56
Wound Care Instructor	Regular time: \$62.84/hour Overtime: \$87.01/hour
Speech Language Pathologist	Regular time: \$95.00/hour Overtime: \$120.00/hour
Strategic Planners	Region Manager: \$83.17/hour Business Planner: \$62.84/hour

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In the event that the Term of the Agreement is extended following the end of the initial 12 months of the Agreement, the above-noted rates are subject to adjustment on each anniversary of the Effective Date of the Agreement (“Adjustment Date”) as follows: on each Adjustment Date, the rates then in effect shall be increased by a percentage amount equal to the percentage increase in the CPI for the immediately preceding twelve month period. For purposes of this Exhibit, “CPI” shall mean the monthly indexes of the Consumer Prices Index for All Urban Consumers, U.S. City Average (All items: 1982-84 equals 100) issued by the U.S. Department of Labor, Bureau of Statistics, or any successor agency. Notwithstanding the foregoing, in no event shall the rate increase be less than 3% per Adjustment Date.

**EXHIBIT C**  
**SCOPE OF WORK –BLOOD TRANSFUSION SERVICES**

**I. Descriptions of Blood Transfusion Services:**

City hereby engages Consultant to provide patient-specific typed and cross-matched blood components to CCMC's and the Nursing Home's patients from time-to-time, as described below ("Blood Transfusion Services"):

- A. Provide administrative consultation and advisory support from Consultant's Critical Access Hospital (CAH) operations administrator, including:
  - A. Consultant will provide Blood Transfusion Services on an as-requested basis.
  - B. Blood Transfusion Services will include:
    - 1. Performance of a blood bank work-up on specimens received from CCMC to include any necessary testing required in order to make the requested number and type of compatible blood components available;
    - 2. Identification of compatible blood and blood components for specimens received from CCMC; and
    - 3. Return of CCMC's specimens to the Blood Bank of Alaska ("BBA") in accordance with the BBA's restocking protocols. BBA will be responsible for shipping CCMC's specimens back to CCMC.

CCMC will be responsible for: (1) drawing a patient blood sample to send to Consultant using Consultant's specimen transport protocols; (2) product specimen transport to and from Consultant; (3) Direct payment to BBA for blood products, shipping fees, and any other expenses invoiced by BBA related to CCMC's specimens; and (4) reimbursing Consultant for all invoiced Blood Transfusion Services at the rates set forth below.

**II. Compensation Amount and Timing of Payment for Blood Transfusion Services:**

Consultant's current rates for the Blood Transfusion Services are set forth below. Consultant will invoice CCMC for all Blood Transfusion Services provided pursuant to this Exhibit C in accordance with the rates set forth below, provided, however, that said rates may be adjusted by Consultant from time-to-time to reflect any cost increases experienced by Consultant in the provision of Blood Transfusion Services. Consultant will provide CCMC with no less than 30 days advance written notice of any changes in the rates set forth below, after which the rate increase will become effective.

HC EAP	Charge Description	HCPCS	Testing/Product	Rate (need to be updated)
3001114	HC Blood Typing RBC Antigens	86905	Patient Antigen Testing	\$

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HC EAP	Charge Description	HCPCS	Testing/Product	Rate (need to be updated)
30015934	HC Sickling of RBC Reduction	95660	Unit Sickle Cell Screen	\$
30210874	HC Plasma Fresh Frozen	86927	Fresh Frozen Plasma	\$
30011046	HC RBC Antibody Identification	86870	Antibody Identification	\$
30011079	HC Coombs Test Indirect Titer	86886	Antibody Titer (each additional)	\$
30011742	HC RBC Antibody Elution	86860	Elution	\$
30210424	HC Cold Agglutinin Titer	86157	Cold Agglutinin	\$
30011070	HC Direct Coombs	86880	Anti-Human Globulin	\$
30210867	HC Compatibility Test Spin	86920	Crossmatch	\$
30011070	HC Direct Coombs	96880	Direct Antiglobulin Test	\$
30011046	HC RBC Antibody Identification	86870	RBC Antibody ID	\$
30011083	HC Blood Typing ABO	86900	ABO Type	\$
30210856	HC Blood Typing RH (D)	86901	Rh	\$
30011098	HC Blood Type Antigen Donor Ea	86902	Unit Ag Typing	\$
30011040	HC RBC Antibody Screen	86850	Antibody Screen	\$
30015085	HC Hemoglobin or RBCS Fetal for Fetomaternal Hemorrhage Rosette	85461	Fetal Screen	\$
39010015	HC RBC Leukoreduced	P9016	Red Cell Leukoreduced	\$
39010055	HC RBC Leukoreduced Irradiated	P9040	Red Cell Irradiated Leukoreduced	\$
39010017	HC Fresh Frozen Plasma Ea Unit FRZ w/in 8 HR	P9017	Fresh Frozen Plasma (FFP)	\$
39910001	HC Blood Split Unit Plasma	P9011	Fresh Frozen Plasma Aliquot	\$
39010002	HC Cryoprecipitate Each Unit	P9012	Cryoprecipitate (Cryo)	\$
39010032	HC Platelet Pheresis Irradiated	P9036	Pheresed Platelet Irradiated	\$
39010031	HC Platelet Pheresis Luekoreduced	P9035	Pheresed Platelet Luekoreduced	\$
39010033	HC Platelet Pheresis Leukoredu Irrad	P9037	Pheresed Platelet Irradiated Leukoreduced	\$
39010030	HC Platelet Pheresis	P9034	Pheresed Platelet	\$
39010035	HC RBC Deglycerdlized	P9039	Red Call Wash Leukoreduced	\$
39910006	HC RBC Leukoreduced Irradiated Washed	P9040	Red Cell Wash Irradiated Leukoreduced	\$

**EXHIBIT D**  
**SCOPE OF WORK –BASIC LIFE SUPPORT (BLS) TRAINING SERVICES**

**I. Descriptions of BLS Training Services:**

City hereby engages Consultant to provide services related to training in basic life support, as described below (“BLS Training Services”):

- A. Provide information for a 8-hour online Core Instructor course (prerequisite to BLS Instructor class);
- B. Coordinate with CCMC to schedule CCMC staff for BLS Instructor Training course offered in Anchorage, Alaska;
- C. Provide an 8-hour American Heart Association (“AHA”) BLS Instructor Training Course to CCMC staff;
- D. Provide AHA BLS Instructor Training course to CCMC staff, if needed;
- E. Issue certification of attendance and completion in the foregoing courses; and
- F. Issue BLS provider cards to CCMC following delivery of BLS courses by the CCMC’s BLS Instructor (one card per student).

CCMC will be responsible for: (1) identifying a CCMC staff person holding a current AHA BLS provider card to be trained as CCMC’s BLS Instructor; (2) informing Consultant if current CCMC staff do not hold current AHA BLS provider cards; (3) ensuring that CCMC staff complete the 8-hour online Core Instructor course prior to attending the BLS Instructor Training Course in Anchorage, Alaska; (4) submitting names to Consultant of CCMC staff who have attended and successfully completed BLS provider course taught by CCMC’s BLS Instructor, in order for those staff to obtain BLS provider cards; and (5) reimbursing Consultant for all invoiced BLS Training Services at the rates set forth below.

**II. Compensation Amount and Timing of Payment for Blood Transfusion Services:**

CCMC shall pay Consultant’s for BLS Training Services at the rates set forth below.

**NOTE: rates need to be updated**

BLS Instructor Training Course	\$325.00/per course
BLS Provider Card	\$ 5.00/per student
AHA BLS Certificate	\$100.00/per certificate



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

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DATE: May 27, 2015

TO: Mayor and City Council

SUBJECT: City Clerk Applicant Review

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City Council members have been sent, via email, all complete City Clerk Applications that have been received as of the date of this meeting. Council should discuss the applicants in open session – I have placed before you, a list of the names of applicants whose materials you have received and a letter of the alphabet associated with each name. Please discuss as Applicant A, Applicant B, etc. when discussing qualifications, education, work history, etc. Only if you feel the need to mention someone's personal character or past discretions would it be appropriate to move to enter an executive session and the reason would be number 2 (Subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion). Before the date of the meeting, I will have advised each individual that Council may wish to discuss his application in executive session and I will have given each applicant the opportunity to answer whether he would want the discussion to remain open instead. The responses will be brought to the meeting.

Recommended motion: Move to direct staff to setup dates/times for City Clerk applicant interviews (delineate whether phone or in person) with these applicants: A, B, C, etc.

Required action: Majority voice vote.

**JOB Description  
CITY CLERK**

**Contract, Exempt, Salaried and Confidential Position, DOE + Benefits**

**Opening date: May 14, 2015**

**First review of applications: May 27, 2015**

**The City is an equal opportunity employer**

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<u>POSITION TITLE:</u>	<u>CITY CLERK</u>
<u>DEPARTMENT:</u>	<u>CITY CLERK</u>
<u>SUPERVISOR:</u>	<u>City Council</u>
<u>CLASSIFICATION:</u>	<u>CONTRACT, EXEMPT, SALARIED and CONFIDENTIAL POSITION</u>

POSITION SUMMARY: In accordance with the Cordova Municipal Code, serves as Clerical Officer to the City Council. Serves as ex-officio tax assessor; administers municipal elections, maintains city records and archives, custodian of city seal, administers oaths of office, ensures proper licensing of city equipment.

ESSENTIAL FUNCTIONS:

1. Serves as Clerical Officer for the City Council.
2. In conjunction with the City Manager, prepares Council meeting agendas and packets for regular and special meetings and work sessions. Coordinates use of meeting facilities. Serves as Council's parliamentarian. Takes minutes and records all meetings. Maintains secured, public records of all council proceedings to include minutes, ordinances, resolutions, rules and regulations.
3. Provides access to public records and ensures public notice of all council meetings, public hearings, appointments, ordinances and other council events as required by municipal code and state law.
4. Maintains the official municipal and state code books. Files code amendments with the state and other agencies as required by law.
5. Assists the City Council in legislative matters. Conducts legal research. Prepares reports, correspondence, resolutions and ordinances for council agendas as directed.
6. Ensures proper maintenance and security of all city records as required by law. Maintains the official city map.
7. Serves as custodian of the city seal and attests seal to all documents as required by the municipal code and state law.
8. Serves as Ex-Officio Tax Assessor. Maintains real property field records. Prepares and distributes assessment notices in accordance with state law. Processes senior citizen applications for city property tax and sales tax rebate. Records property assessment appeals and action by the Board of Equalization. Distributes property tax statements. Prepares foreclosure documentation for court filing by the city's attorney. Records all property transfers. Researches property assessments and taxes, special assessments and other tax information as requested by title companies and the general public.
9. Administers regular and special municipal elections. Accepts filings for council and school board positions and proposed charter and code amendments. Ensures conformance with municipal code regarding publications, notifications, candidate verifications, certifications,

- recall initiatives and referendum petitions. Maintains all election records.
- 10. Supervises state and federal elections. Serves as registrar for state elections.
- 11. Administers oath of office. Orients new council members in administrative and legal procedures and requirements. Notifies public of vacancies on council and school board.
- 12. Ensures proper licensing of municipal equipment.

#### OTHER RESPONSIBILITIES:

- 1. Receives and records petitions, bonds and miscellaneous claims.
- 2. Provides clerical support to city manager and department heads as needed.
- 3. Issues burial permits and maintains city cemetery records.

#### EDUCATION, EXPERIENCE AND SKILLS REQUIRED:

- 1. Minimum of five years experience as an Administrative Assistant, Executive Secretary, Legal Secretary or City Clerk in a city of comparable size required.
- 2. Experience in Municipal law and Robert's Rules of Order preferred.
- 3. Experience in computerized records management and word processing systems preferred.
- 4. High School graduate or G.E.D. required. Associates degree or secretarial, municipal clerk, or legal assistant training preferred.
- 5. Ability to conduct independent research utilizing written and oral resources.
- 6. Ability to compose correspondence and develop ordinances and reports.
- 7. Ability to handle multiple tasks and perform effectively under extended pressure.
- 8. Ability to maintain accurate and organized records.
- 9. Ability to work with the public, local and governmental officials and agencies with discretion, tact and courtesy.
- 10. Ability to maintain the utmost confidentiality in handling all information.

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The above job description is to be used as a guide for accomplishing organizational and department objectives, and only covers the primary functions and responsibilities of the position. It is in no way to be construed as an all encompassing list of duties. 5/15

Notice: The City's current City Council is reviewing the job description and considering possible slight modifications.

## **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**

## **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  
June 2015; July 2015; Aug 2015

# June 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3 US Navy Mtg Mt. Eccles 5pm  6:45 pub hrg LMR 7:00 reg mtg LMR	4	5	6  Copper River Nouveau
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 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

# 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 Salmon Jam & Copper River Wild Salmon Festival
19 Salmon Jam & Copper River Wild Salmon Festival	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

# August 2015

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



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

**MAYOR AND CITY COUNCIL - ELECTED**

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

**SCHOOL BOARD - ELECTED**

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

**LIBRARY BOARD - APPOINTED**

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

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

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

## PLANNING AND ZONING COMMISSION - APPOINTED

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

## HARBOR COMMISSION - APPOINTED

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

## PARKS AND RECREATION COMMISSION - APPOINTED

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