

Mayor
James Kacsh
Council Members
Kristin Carpenter
Tim Joyce
Tom Bailer
Bret Bradford
EJ Cheshier
David Reggiani
James Burton
City Manager
Randy Robertson
City Clerk
Susan Bourgeois
Deputy Clerk
Tina Hammer
Student Council
Summer Vacation

**REGULAR COUNCIL MEETING
JUNE 04, 2014 @ 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
Bret Bradford, EJ Cheshier, 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 Speaker
- 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 1117..... **(page 1)**
An ordinance of the City Council of the City of Cordova, Alaska, authorizing a lease for a portion of Lot 5A, Block 3, Odiak Park Subdivision, Plat 79-5, specifically 38,069 square feet of land to the State of Alaska, Department of Fish and Game – 2nd reading
- 5. Proclamation of Appreciation for LCDR Michael Sarnowski..... **(page 14)**
- 6. Record excused absence of Council member Bradford from the May 21, 2014 Regular Meeting

H. APPROVAL OF MINUTES

- 7. Public Hearing Minutes 05-21-14..... **(page 15)**

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS

- 8. Mayor’s Report
- 9. Manager’s Report
- 10. City Clerk’s Report

K. CORRESPONDENCE

- 11. Letter to Mayor from AML in re 2014 dues 05-01-14..... **(page 16)**
- 12. Letter from Council to Senator Berta Gardner in re Exxon reopener 05-22-14..... **(page 19)**
- 13. Letter from Cliff Ward in re south Harbor ramp 05-25-14..... **(page 20)**
- 14. Letter from John Harvill in re Harbor and Harbormaster 05-28-14..... **(page 21)**

L. ORDINANCES AND RESOLUTIONS

- 15. Substitute Ordinance 1115..... **(roll call vote)(page 22)**
An ordinance of the City Council of the City of Cordova, Alaska, amending sections 3.40.020 entitled “planning commission created- membership,” 3.40.030 entitled “planning commission-chairman,” 3.40.050 entitled “planning commission-members’ terms of office,” 3.52.020 entitled “advisory parks and recreation commission-membership,” and 11.08.020 entitled “harbor commission” to clarify and make consistent council member designation for service on city

commissions, make council member service on commissions permissive rather than obligatory, and to reduce the number of commissioners on the parks and recreation commission from seven to five – 2nd reading

16. Ordinance 1118..... (voice vote)(page 26)

An ordinance of the City Council of the City of Cordova, Alaska, repealing Cordova Municipal Code section 5.36.245 entitled “rural zone and mill rate differential” to eliminate the mill rate differential and separate tax zone created for the 68.23 square miles of land annexed to the City in March, 1993 – 1st reading

17. Resolution 06-14-25..... (voice vote)(page 41)

A resolution of the City Council of the City of Cordova, Alaska, setting the mill rates for 2014

M. UNFINISHED BUSINESS

N. NEW & MISCELLANEOUS BUSINESS

18. CVFD Request to continue with EMPG 05-20-14..... (voice vote)(page 44)

19. Pending Agenda and Calendar..... (page 45)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

20. Council Comments

Q. EXECUTIVE SESSION

21. City Land Sales and Performance Deeds of Trust

**22. Attorney advice regarding CTC - Ski Hill lease
(confidential materials under separate cover to Council)**

R. ADJOURNMENT

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

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

Full City Council agendas and packets available online at www.cityofcordova.net

Memorandum

To: City Council
From: Planning Staff
Date: 5/15/2014
Re: Alaska Department of Fish and Game Lease Extension

PART I – GENERAL INFORMATION

Requested Actions: Lease approval for ADF&G
Applicant: ADF&G
Address: Lot 5A, Block 3, Odiak Park Subdivision
Parcel Number: 02-072-812-1
Zoning: Business

PART II – History

November 2011 City council passed lease extension

The Alaska Department of Fish and Game contacted the city on September 21, 2011 asking for an extension on their current lease that was set to expire in June of 2013. Fish and Game was considering investing additional funds into the buildings that are currently on the leased property and wanted some assurance that the lease would be extended prior to making the investments.

PART III – BACKGROUND

ADF&G contacted the planning department in January 2014 expressing a desire to have a twenty year lease with the City. ADF&G is planning upgrades and improvements on the buildings located on the current site and would like to have the security of a long term lease in place.

The current lease was extended in 2011 and will expire in 2018. The lease amendment which is attached will terminate that lease and activate the lease attached. The proposed leased will terminate in 2034.

This lease is presented as an ordinance as required by charter 5.17 because the value will exceed \$50,000, not executed in five years and cannot be terminated in 30 days.

PART IV – STAFF RECOMMENDATION

Staff recommends approval of the ordinance 1117.

PART V – SUGGESTED MOTION

“I move to approve Ordinance 1117.”

**CITY OF CORDOVA, ALASKA
ORDINANCE 1117**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING A LEASE FOR A PORTION OF LOT 5A, BLOCK 3, ODIAK PARK SUBDIVISION,
PLAT 79-5, SPECIFICALLY 38,069 SQUARE FEET OF LAND TO THE STATE OF ALASKA,
DEPARTMENT OF FISH AND GAME**

WHEREAS, the City of Cordova has leased this parcel of land to the State of Alaska, Department of Fish and Game since July 1, 1980 and both parties desire to enter the lease for twenty years, effective **XXXX**, 2014; and

WHEREAS, the State of Alaska, Department of Fish and Game is considering investing additional funds in upgrading some of the buildings located on the parcel and does not want to invest such funds without ensuring a twenty year ground lease; and

WHEREAS, it is in the public interest for the City of Cordova to continue to make land available for the State of Alaska, Department of Fish and Game under the terms and conditions provided in the lease referred to below; and

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

Section 1. Notwithstanding anything to the contrary in Cordova City Code Chapter 5.22, the Council of the City of Cordova hereby authorizes the lease to the State of Alaska, Department of Fish and Game for a term of twenty years, for Lot 5A, Block 3, Odiak Park Subdivision, Plat 79-5, specifically 38,069 square feet of land.

Section 2. The form and content of the Lease between the City and the State of Alaska, Department of Fish and Game hereby are in all respects authorized, approved and confirmed, and the City Manager is authorized, empowered and directed to execute and deliver the Lease to the State of Alaska, Department of Fish and Game on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as they shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the City Manager is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the lease as executed.

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

Section 4. If one or more referendum petitions with signatures are properly filed within one (1) month after the passage and publication of this ordinance, the ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient or, if any such petition is found legal and sufficient, until the ordinance is approved in an election by a majority of the qualified voters, voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect 30 days after its passage and publication.

1st reading: May 21, 2014

2nd reading and public hearing: June 4, 2014

PASSED AND APPROVED THIS 4th DAY OF JUNE, 2014

Jim Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

SECOND AMENDMENT OF GROUND LEASE

This SECOND AMENDMENT OF GROUND LEASE (“Second Amendment”) between the City of Cordova, Alaska (“City”) and State of Alaska Department of Fish and Game (“ADFG”) is effective as of _____, 2014, by and between the City and ADFG (collectively referred to as the “Parties”).

RECITALS

WHEREAS, the Parties entered into a Ground Lease permitting ADFG to lease certain real property and facilities from the City (“the Property”), commencing on July 1, 2003 and terminating on July 1, 2013;

WHEREAS, the Parties executed an Agreement and Amendment of Ground Lease on November 29, 2011, extending the Ground Lease termination date to July 1, 2018, as ADFG desired to upgrade buildings located on the Property; and

WHEREAS, the Parties desire to terminate the Ground Lease earlier than July 1, 2018, enabling the Parties to execute a new long term lease for the Property.

NOW, THEREFORE, the Parties agree to amend the Ground Lease as follows:

1. **Term.** The Ground Lease will expire on _____, 2014 (“Expiration Date”).

2. **Rent.** The Parties acknowledge ADFG paid, or will pay, to the City on July 1, 2014, Eleven Thousand Five Hundred Fourteen Dollars and Twenty-Five cents (\$11,514.25), as the Rent payment due under the Ground Lease. ADFG and the City agree that after the Expiration Date the City will retain that entire Rent payment, applying a pro rata portion to the Rent due under the Ground Lease through the Expiration date, and the remaining portion to the initial base rent due under the new lease for the Property, which the Parties will execute concurrently with this Second Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their respective names as of the date first above written.

STATE OF ALASKA
DEPARTMENT OF FISH AND GAME

CITY OF CORDOVA, ALASKA

By: _____

By: _____

Its: _____

Its: _____

**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 ("City"), and the **STATE OF ALASKA, Department of Fish and Game** ("ADF&G") doing business in Cordova, Alaska ("Lessee").

RECITALS

WHEREAS, the City owns that certain parcel of land generally described as Lot 5A, Block 3, Odiak Park Subdivision, Plat 79-5, located within Cordova Recording District, Cordova, Alaska, (referred to hereinafter as the "Premises");

WHEREAS, Lessee desires to lease the Premises from the City, and the City desires to lease the Premises to Lessee, on the terms and conditions set forth herein; and

WHEREAS, the Cordova City Council ("Council") has approved the lease of the Premises from the City to Lessee in accordance with the Cordova City Charter §5-17 and Chapter 5.22 of the Cordova Municipal Code (hereinafter referred to as the "Code" or "CMC").

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto, it is agreed as follows:

1. LEASE OF PREMISES

A. **Lease Premises.** Subject to the terms and conditions set forth herein, the City hereby leases to Lessee and Lessee hereby leases from the City, the Premises.

2. LEASE TERM AND TERMINATION

A. **Lease Term.** The term of this Lease shall be twenty (20) years, commencing on **XX, 2014** (the "Commencement Date") and expiring twenty (20) years later, on **June 30, 2034**, unless earlier terminated in accordance with the terms of this Lease.

B. **Lease Termination.** The Lease may be cancelled at any time by mutual written consent of the City and Lessee with one hundred eighty (180) days' notice.

3. RENT

A. **Base Rent.** The City acknowledges that on July 1, 2014, ADFG paid to the City Eleven Thousand Five Hundred Fourteen Dollars and Twenty-Five Cents (\$11,514.25), which satisfies the initial base rent payment due under this Lease through June 30, 2014. Beginning on July 1, 2015, rent shall be Thirteen Thousand, Three Hundred Twenty Dollars (\$13,320.00) per year ("Base Rent") and shall be paid on an annual basis on July 1 of each year starting July 1, 2015. Base Rent shall be paid to the City in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address provided for notice to the City set forth in Section 20.E of this Lease, or at any other place that the City may from time to time direct in writing. Base Rent shall be paid promptly when due without notice or demand therefor. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee. As required by the CMC Section 5.22.040(C), any lease having a term of more than two (2) years shall be subject to a rental adjustment to fair market value at

intervals of no more than two (2) years, but no adjustment shall result in a reduction of rent.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 and all other sums, costs, and expenses which shall be paid by Lessee monthly at the same time Lessee makes its monthly payments of Base Rent to the City) and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (the "Additional Charges").

Without limiting in any way Lessee's payment obligations, the City shall have the right, but not the obligation, at all times during the Lease term, to pay any charges levied or imposed upon the Premises that remain unpaid after the same have become due and payable, and the amount paid, plus the City's reasonable expenses, shall be additional rent due from Lessee to the City, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by the City until repayment thereof by Lessee.

C. Late Penalty Provision. Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; such charge shall be considered liquidated damages and shall be due and payable as additional rent. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.

D. Security Deposit. Upon execution of this Lease, the City may require Lessee to deposit with the City an amount equal to two months' rent (the "Security Deposit"). The Security Deposit shall be held by the City as security for the faithful performance by Lessee of all of Lessee's obligations under this Lease. If Lessee fails to pay the Base Rent, or a portion thereof, or otherwise defaults with respect to any provision of this Lease, after notice and beyond the expiration of any applicable cure period the City may use, apply or retain all or any portion of the Security Deposit for:

- (i) the payment of any rent or other sum in default;
- (ii) the payment of any other sum to which the City may become obligated by reason of Lessee's default; or
- (iii) to compensate the City for any loss or damage which the City may suffer thereby, including, but not limited to, any costs associated with moving and storage of Lessee's personal property (if any) remaining on the Premises beyond termination of the Lease. The City shall be free to commingle the Security Deposit with funds held in the City's own accounts, including accounts in which the City keeps other security deposits. If Lessee performs all of its obligations under this Lease, the Security Deposit, or so much thereof as has not been used, applied or retained by the City in accordance with this Section, shall be returned to Lessee, at the expiration of the term, and subject to Lessee relinquishing possession of the Premises, without payment of interest or other increment for its use, within 30 days of Lessee's vacation of the Premises.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall include the warehousing, staging and storage of equipment and materials in support of the ADF&G's field and vessel operations. The Premises shall not, without the prior written consent of the City, be used for any other purposes. Lessee shall not construct or install, or cause to be constructed or installed on the Premises, any improvements or other permanent alteration of the Premises without the prior written consent of the City. Lessee shall not conduct any enterprise or activity on the Premises that cannot be terminated on thirty (30) days' notice.

B. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times to inspect the use and condition of the Premises; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents.

C. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent. Lessee shall not cause or permit any Hazardous Material (as defined Section 10 of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

D. Lessee's Acceptance of Premises. Lessee has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Lessee may make of the Premises. Lessee accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent or employee of the City relating to or in furtherance of the lease of the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute §9.65.070, or any amendment thereto.

5. REPRESENTATIONS AND WARRANTIES

Lessee represents and warrants to the City that Lessee is not delinquent in the payment of any obligation to the City, and Lessee has not previously breached or defaulted in the performance of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured.

6. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

Lessee shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent the City may withhold in its absolute discretion. The City shall not be required to subordinate this Lease or the City's interest in the Premises to the interest of any other person or entity.

7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (1) the maintenance and repair of the Premises and shall not commit or allow any waste upon the Premises; (2) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (3) all utilities and services needed for Lessee's use of the Premises; (4) all assessments levied against the Premises, and Lessee agrees to pay all such assessments as and when they become due, including but not limited to all utility bills and special assessments levied and unpaid as of the date of this Lease or hereafter levied for public improvements; and (5) all licenses and excise fees with respect to the business and activities conducted on the Premises.

8. LIENS

Lessee will suffer no lien or other encumbrance to attach to the Premises, including without limitation mechanic's or material man's liens, sales tax liens under CMC §5.40.125, or property tax liens under CMC §5.36.260. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.

9. ASSUMPTION OF RISK; WAIVER OF CLAIMS

The Lessee hereby assumes full responsibility for any and all risk of bodily injury, death or property damage caused by or arising out of the intentional acts, omissions or negligence of the Lessee (and those of its officers, agents, and employees) or arising out of or related to the Lessee's use of or presence on the Premises, and waives any claims (of any kind, including attorney fees) against the City for any claim, loss or damage arising out of negligent acts of the Lessee arising out of the Lessee's use of or presence on the Premises.

10. ENVIRONMENTAL PROTECTION AND SAFETY

Except for the use and storage of reasonable amounts of consumer products necessary for the support of ADF&G's field and vessel operations, the Lessee shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees, without the prior written consent of the City (which the City may withhold in its sole discretion). If the presence of any Hazardous Materials on the Premises caused or permitted by Lessee (whether or not authorized pursuant to the terms of this Lease) results in any contamination of the Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Materials to the Premises; provided that the City's approval of such action shall first be obtained. Any breach of this paragraph shall be considered to be a material breach of this Lease and as a result this Lease may be terminated by the City pursuant to paragraph 12.

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

11. INSURANCE

The State of Alaska and its agencies are self-insured. Losses, including those for which the state is legally responsible, are covered by the financial resources of the State and are administered under the self-insurance program, handled by the State of Alaska, Division of Risk Management.

12. DEFAULT AND REMEDIES

A. Default. The occurrence of any of the following shall constitute a default and a breach of this Lease by the Lessee:

(i) The failure to make payment when due of any installment of rent, Additional Charges or of any other sum herein specified to be paid by the Lessee;

(ii) The failure to pay any assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon;

(iii) An assignment for the benefit of Lessee's creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt, or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities, or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing or other initial event;

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

(v) The abandonment or vacation of the Premises or any portion thereof;

(vi) Execution, levy or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

(vii) The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Lessee's use or occupancy of the Premises; or

(viii) The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Lessee. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

B. Remedies. If the Lessee breaches any provision of this Lease, in addition to all other rights and remedies the City has at law or in equity, the City may do one or more of the following:

(i) Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.

(ii) Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's expense, all without service of notice or resort to legal process, which Lessee waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Lessee's default. If Lessee does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

(iii) Declare this Lease terminated;

(iv) Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Lessee;

(v) Recover an amount to be due immediately upon breach equal to the sum of all rent, Additional Charges and other payments for which Lessee is obligated under the Lease;

(vi) Recover the costs of performing any duty of Lessee in this Lease;

(vii) Collect any and all rents due or to become due from sublessees or other occupants of the Premises.

13. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction to the Premises, or for any injury caused thereby to the property of the Lessee or any sub-Lessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

14. VACATION BY LESSEE

Upon the expiration or earlier termination of this Lease, Lessee shall peaceably vacate the Premises and the Premises shall be returned to the City. The Lessee shall have the option, at its sole expense, to remove any alterations, additions or improvements made after the Commencement Date, including any items of personal property, or offer them to the City, which would then have the option to accept or request that the improvements be removed by the Lessee at the Lessee's sole expense. Any such property not removed from the Premises within One Hundred Eighty (180) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses, including expenses to repair Premises damaged by removing the property and to place Premises in original condition. Except all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the Lease shall remain Lessee's property and, upon expiration or earlier termination of the Lease, Lessee must remove all tanks, contaminated soil, and other materials associated with the petroleum, fuel or chemical storage tanks from the Premises, all at Lessee's sole expense.

15. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to Lessee or any other party, including the right of ingress and egress to and from the Premises for the construction, operation and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

16. SIGNS

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without approval of the City Manager first being obtained; provided, however, that this prohibition shall not apply to standard, directional, informational and identification signs of two square feet or less in size. At the termination of this Lease, or sooner, all such signs, advertising matter, symbols, canopies or awnings, attached or painted by Lessee shall be removed from the Premises by Lessee at its own expense, and Lessee shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

17. HOLDING OVER

If Lessee with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22.040(c) or such successor provision of the code then in effect, and shall be terminable on 30 days' written notice given at any time by either party. All other provisions of this Lease

except those pertaining to term and rent shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a Lessee at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

18. EMINENT DOMAIN

If the whole or any part of the Premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then the following provisions shall be operative.

A. Total Taking. If the Premises are totally taken by condemnation, this Lease shall terminate.

B. Partial Taking. If the Premises are partially taken by condemnation, then this Lease shall continue and the rent as specified in Section 3 above shall be abated in a proportion equal to the ratio that the portion of the Premises taken bears to the total Premises leased hereunder.

C. Award. Upon condemnation, the parties shall share in the award to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the condemnation.

19. COSTS

Lessee shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the preparation, operation and enforcement of this Lease.

20. MISCELLANEOUS

A. Time Is of the Essence. Time is of the essence of this Lease and of each provision hereof.

B. Entire Agreement. This Lease represents the entire agreement between the parties with respect to the subject matter hereof. The City and Lessee agree and recognize that this Lease governs Lessee's use of the Premises and supersedes any previous agreement regarding the Premises, including, but not limited to, the Ground Lease executed by the City on September 8, 2003 and Lessee on September 3, 2003, as amended by the Agreement and Amendment of Ground Lease, executed November 29, 2011, and **Second Amendment to the Ground Lease, executed on _____**. This Lease may not be amended except in writing executed by the City and Lessee.

C. Governing Law and Venue. This Lease shall be subject to the provisions of the Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.

D. Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Lessee and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Lessee other than the relationship of Lessee and landlord.

E. Notice. All notices hereunder may be hand-delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

TO CITY:

**City of Cordova
Attn: City Manager
P.O. Box 1210
Cordova, Alaska 99574**

TO LESSEE:

**State of Alaska, Department of Fish and Game
Attn: John White
P.O. Box 115526
Juneau, Alaska 99811-5526**

or to such other respective addresses as either party hereto may hereafter from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

F. Captions. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach shall effect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

H. Survival. No expiration or termination of this Lease shall expire or terminate any liability or obligation to perform which arose prior to the termination or expiration.

I. Late Payment. In the event that any rent or other payment due under this Lease is not received by the City when due, a late fee of ten percent (10%) per month of the principal amount due shall be due and payable until the full amount of rent or other payment is received by the City.

J. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

K. Successors and Assigns. The terms, covenants and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the City and Lessee.

L. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than 10 days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment, that the same is in full force and effect as amended and stating the amendments); that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

N. Authority. Each party warrants that it is authorized to enter into this Lease, the person signing on its behalf is duly authorized to execute the Lease, no other signatures are necessary, and all actions necessary to authorize the execution and delivery of this Lease have been duly taken. Each party represents that this Lease is the valid and legally binding obligation of such party, enforceable with its terms.

O. No Third Party Beneficiaries. Nothing in this Lease shall be interpreted or construed to create any rights or benefits to any parties not signatories or successors or permitted assigns of signatories to this Lease.

P. Interpretation. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against the City or Lessee as both City and Lessee have had the assistance of attorneys in drafting and reviewing this Lease.

Q. Counterparts. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

R. Attorney's Fees. In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Lessee agrees that Lessee

shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

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

CITY:

CITY OF CORDOVA

Dated: _____

By: _____
Its: City Manager

Attest: _____
City Clerk

LESSEE:

STATE OF ALASKA, DEPT. OF FISH AND GAME

Dated: _____

By: _____
Its: _____

DRAFT

Location of ADF&G Lease Lot



CITY OF CORDOVA, ALASKA PROCLAMATION

PROCLAMATION OF APPRECIATION TO **LCDR Michael Sarnowski** **United States Coast Guard (USCG)**

I, Mayor James Kacsh, do hereby issue this Proclamation of Appreciation to **LCDR Michael Sarnowski** for his service and valuable contributions to the City of Cordova

WHEREAS, **LCDR Sarnowski** took command of the USCG Sycamore during the summer of 2011; and

WHEREAS, **LCDR Sarnowski's** command involved periods of extensive physical, operational and fiscal challenges not only within the Departments of Homeland Security and Defense, but on the waters of Prince William Sound, and here in the vessel's homeport of Cordova; and

WHEREAS, while under **LCDR Sarnowski's** command, the relationship between the Sycamore's officers and crew and the City of Cordova stood as a testament of positive support to other Coast Guard port cities, not only in District 17, but across the United States; and

WHEREAS, embarking on a Permanent Change of Station, **LCDR Sarnowski** leaves a rock solid foundation of accomplishment, cooperation and mutual respect between the City of Cordova and the crew of the USCG Sycamore;

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor, the City Council members, city staff and citizens of Cordova do hereby express their sincere appreciation to **LCDR Michael Sarnowski** for his service to our community and our nation, and wish him and his family every success for the future.

SIGNED THIS 4th DAY OF JUNE, 2014

James Kacsh, Mayor

**CITY COUNCIL PUBLIC HEARING
MAY 21, 2014 @ 6:45 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council public hearing to order at 6:45 pm on May 21, 2014, in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter, Tim Joyce, Tom Bailer, Dave Reggiani* and *James Burton*. Council Members *EJ Cheshier* and *Bret Bradford* were absent. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

C. PUBLIC HEARING

1. Substitute Ordinance 1115

An ordinance of the City Council of the City of Cordova, Alaska, amending sections 3.40.020 entitled “planning commission created- membership,” 3.40.030 entitled “planning commission-chairman,” 3.40.050 entitled “planning commission-members’ terms of office,” 3.52.020 entitled “advisory parks and recreation commission-membership,” and 11.08.020 entitled “harbor commission” to clarify and make consistent council member designation for service on city commissions, make council member service on commissions permissive rather than obligatory, and to reduce the number of commissioners on the parks and recreation commission from seven to five

2. Ordinance 1116

An ordinance of the City Council of the City of Cordova, Alaska, enacting section 2.20.010 C of the Cordova Municipal Code to increase the notification requirements for City elections

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

M/Joyce S/Burton to recess until 6:55 pm.

Hearing no objection, the Public Hearing was recessed at 6:47 pm.

The public hearing was recessed from 6:47 pm until 6:56 pm.

Mayor Kacsh asked again if there was any public comment and there was not.

D. ADJOURNMENT

M/Joyce S/Burton to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 6:57 pm.

Approved: June 04, 2014

Attest: _____
Susan Bourgeois, CMC, City Clerk



May 1, 2014

Jim Kallander
P.O. Box 1210
Cordova, AK 99574

Dear Mayor Jim Kallander,

Enclosed, please find your billing for your Alaska Municipal League dues for FY 2015. The Alaska Municipal League is the only statewide organization that lobbies for Revenue Sharing, Secure Funding for Rural Schools, and PILT. All three of these programs bring much needed revenues to your community. Without them, we would be forced to lean heavily on our constituents by raising taxes and/or fees. Though we will realize a small decrease in our Revenue Sharing checks for FY16, we were able to maintain most of the fund. We also spent much time on securing the 22% of salary rate cap on the PERS present and past liability costs, saving municipalities over \$22 million. We also successfully lobbied for the Governor's \$3 billion infusion into the PERS/TRS fund.

Throughout the legislative session, we monitor and lobby on bills that will have an impact on your community and the way you do business. We have had, through our ability to join our voices, influence on bills ranging from land use, permitting, taxing, local authority and many more. We also continue to keep you up-to-date on all state and federal issues that help you in your position as local elected officials. We provide the opportunity for all of you to have a voice in the positions we take.

We send weekly ebulletins to you throughout the Legislative Session which keeps you up on bills. We provide 3 different yearly conference opportunities for you to gather with other local elected and appointed officials in order to receive training, information, and the chance to visit with your peers. We also give you the opportunity to take advantage of lower rates through our "pooled" carrier, Alaska Municipal League Joint Insurance Association (AMLJIA) and/or to invest your money in a "pooled" investment account through the Alaska Municipal League Investment Pool (AMLIP). Remember, however, that you must be dues-paying AML members in order to take advantage of AMLJIA and AMLIP.

We are strong and active members of the National League of Cities (NLC) and the National Association of Counties (NACo), where we deal with federal issues that affect your Alaskan municipality. We keep in close touch with our Alaskan delegation and give you the added benefit of having their ear, as well.

Alaska's municipalities are so much stronger when we address our issues together. We have a strong voice in our state capitol and, with your help and support, can continue to keep it that way. Your membership dues are what enable us to keep this office open and provide the staff that lobbies for all things municipal; keeps bad bills at bay; helps tackle Alaskan local government issues; helps lead you to the people you need to meet; and gives training and information to you and your fellow Assembly/Council members in order to run a more efficient and effective local government. Please don't hesitate to be a part of this very strong organization. We need ALL of us. Please call our office anytime for help with any municipal need or question you may have.

Sincerely,



Kathie Wasserman
Executive Director



217 Second Street, Suite 200 ♦ Juneau, Alaska 99801

Tel (907) 586-1325 ♦ Fax (907) 463-5480 ♦ www.akml.org

Invoice

May 1, 2014

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

Alaska Municipal League Membership Dues for FY2015

Dues are calculated from the DCCED 2012 Certified Municipal Population figures for FY 2014 Programs.

Amount Due: \$2807

Please pay upon receiving and make check payable to the **Alaska Municipal League** and mail to:

Alaska Municipal League
217 Second Street, Suite 200
Juneau, Alaska 99801

If you have any questions, please call Shawn Myers at (877)636-1325.

Shawn Myers

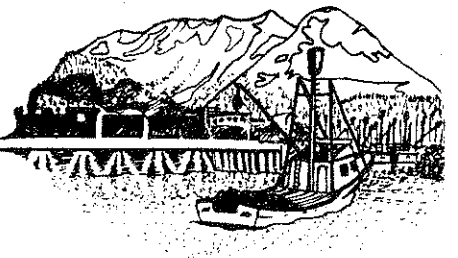
101-401-52170

101-401-52090

\$ 2000

\$ 807

CITY OF CORDOVA



Senator Berta Gardner
733 W. 4th Avenue, Suite 202
Anchorage, Alaska 99501

22 May 2014

Dear Senator Gardner:

The undersigned, as Mayor and Council of the City of Cordova, strongly support SJR Number 25, urging the Alaska Department of Law and the United States Department of Justice to file a motion to compel the Exxon Mobil Corporation to honor the commitment to pay additional damages for the Exxon Valdez oil spill, under the "Reopener for Unknown Injury" provision of the 1991 Agreement and Consent Decree.

The residents of Cordova and Prince William Sound were tremendously impacted in 1989 when the *Exxon Valdez* went aground spilling approximately 11 million gallons of crude oil into our pristine waters. It was a devastating injury to our environment, our animals and our citizens with lingering effects that arise on a daily basis.

Independent research has shown without a doubt that several beaches in Prince William Sound still contain *Exxon Valdez* oil and it still remains highly toxic. This toxicity has affected the use of the beaches by locals for recreational and cultural uses. The Prince William Sound herring fishery collapsed in 1993 when juvenile recruitment herring, which were spawned shortly after the oil spill, failed to survive to become viable spawning adult fish. Recruitment failures of Prince William Sound herring remains a chronic problem. The Prince William Sound herring fishery at one time contributed between \$5 million and \$12 million a year to the Cordova economy. That once lucrative herring fishery no longer exists. The "Reopener for Unknown Injury" clause needs to be exercised so the issues of lingering effects can be addressed.

We unequivocally are united in this cause and stand ready to assist.

Most Respectfully,

Jim Kacsh
Mayor

James Burton
Councilor

Tom Bailor
Councilor

Tim Joyce
Councilor

David Reggiani
Councilor

K. Smith Carpenter
Councilor

Cc:
Senator Stevens
Representative Austerman
City Manager
City Clerk
Mr. Bitney

Cliff Ward
Box 264, Cdv
424-5188 / 429-5153

5/25/14

Dear Harbormaster and related city officials,

The 'South Harbor' launch ramp has now reared it's ugly head as the source of Cordova's MAJOR TRAFFIC SNARL...and one that MUST BE FIXED by implementing signage and, unfortunately, enforced ordinance w/ teeth to prevent ramp users from blocking CLEAR ACCESS to a fluid functioning of the staging area directly in front of the ramp. With so many boats being trailered these days, access capacity has reached critical mass and operator common sense / courtesy (or lack there-of) seems to not be enough to let it to go on as is.

A prime example happened the other day when Mobil Grid brought my trailer over to haul me out of the S. Fill Ramp. Two trailered boats in tow were parked just above the ramp. Schultz couldn't make the typical circular approach to the ramp so had to make the needed maneuver while partially blocking the only road to what is now a major business hub of Cordova, the south harbor area. Traffic backed up both directions as Rick jockeyed the trailer to align with the ramp and load me up.

If EVER there was a reason to KEEP AS MUCH NORTH FILL AREA FREE OF FURTHER BUILDING AND ACCESSIBLE TO BOAT TRAILER TRAFFIC...This, no doubt, would be the poster child as it happens more frequently nowadays.

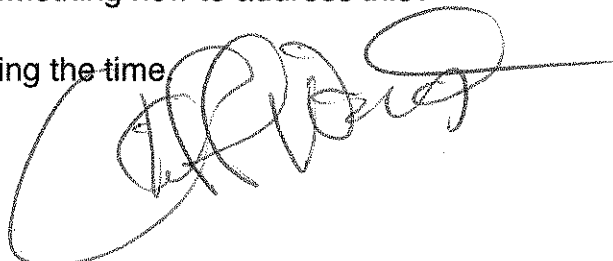
SOMETHING has to be done and SOON!

I think if signs aren't posted and guidance isn't CLEARLY given(maybe a hand-out to ALL BOATS in the harbor AND on trailers, AND explicit, very visible signage in and around the staging area...enforced) things will NOT GET BETTER and WILL PROBABLY GET MUCH WORSE!

Again, use of the North ramp area HAS NO CONFLICTING TRAFFIC ISSUES. There are good resources(Elect. water, and designated work areas) being developed there and wide open space to utilize NOW. Much of this S. Harbor traffic issue could be alleviated by promoting use of the N. Ramp To LOOSE anymore trailered boat accessibility in the N. Fill area would only make matters in the S. Harbor area WORSE for the whole community of Cordova.

PLEASE do something now to address this?

Thanks for taking the time



John I. Harvill

P.O. Box 1569
Cordova, Alaska 99574
Phone: (907) 424-4512
e-mail: harvill@ctcak.net

May 28, 2014

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

Att: Mr. Tony Schinella
Harbor Master

Dear Tony,

I want to complement you on the wonderful job you are doing as Harbor Master. I was extremely disappointed to see my slip after the winters damage, but extremely pleased with the job your staff did putting it back as good as new or better condition. Thank you.

The other maintenance you are doing in the harbor shows. The harbor is old, but good maintenance will keep it going until we get funding. Also, the dog droppings seem to be way down on the docks. Good Job, keep it up and thank you.

I also want to commend you on your handling of the use of the cranes by the small fish processors. We all know that Camtu and Sue used to work together on the City Dock after each opener, and Sue did Camtu's processing. This past year Sue sold Prime Select to Alaska Northern Processor and could not do Camtu's processing, so Camtu built her new processing facility, Alaska Wild Seafoods, LLC.

That generated concern over who could use the City Dock crane and some friction. The first two openers Camtu hired a boom truck at great expense and felt it was time Sue hire the boom truck for a couple openers. I commend you on taking control and addressing both processors in a professional management manner. Sue wanted to keep the crane on the outside City Dock so you met with Camtu and convinced her to use the crane just inside the harbor, and she was pleased to use that crane inside. Good Job. Your management under stressful conditions like this goes a long way to making Cordova an enjoyable place for all of us. These two small processors generate over 30 jobs in Cordova and both being happy goes a long way to encourage others to start new businesses in Cordova.

Good job, and if there is anything I can do to help you and show my appreciation for you keeping our harbor working with good maintenance under some hard conditions, please give me a call.

John Harvill

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: May 23, 2014
TO: Mayor and City Council
SUBJECT: Substitute Ordinance 1115

At the March 19 Regular Meeting there was lengthy Council discussion regarding the Council seats on the City Boards and Commissions. A suggested ordinance change was presented as Ordinance 1115 for first reading at the April 2, 2014 Regular Meeting. The ordinance offered a draft of the way the City has been practicing the designation of Council members that serve on boards and commissions and it was what most of the Council members at the March 19 meeting expressed that they wanted to see before them so that Code would reflect more precisely the actual practice. It was drafted by the Clerk and then reviewed and edited by the City Attorney.

At the April 2, 2014 Regular Meeting Council made several amendments and passed the ordinance knowing that the amendments were substantial and that the Ordinance would come back for another first reading. City Attorney Holly Wells redrafted the ordinance, calling it Substitute Ordinance 1115. The substitute took into account the amendments made on April 2.

At the May 7, 2014 meeting the ordinance didn't see much discussion but there were Council members on different sides. The ordinance passed at first reading on May 7, 2014 4-2.

At the May 21, 2014 meeting, the ordinance was up for a public hearing and second reading. The ordinance was amended on the floor to delete the change of number of members on Parks and Recreation Commission; the commission currently has seven. The ordinance initially passed with the intent to change it to five. Council opted to put it back to seven, at the May 21, 2014 meeting which was deemed a substantive change, therefore, causing need for another public hearing second reading.

Tonight, June 4, Substitute Ordinance 1115 is before Council for another public hearing and another second reading.

Required action: Majority roll call vote on second reading and final passage.

**CITY OF CORDOVA, ALASKA
SUBSTITUTE ORDINANCE 1115**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING SECTIONS 3.40.020 ENTITLED “PLANNING COMMISSION CREATED-MEMBERSHIP,” 3.40.030 ENTITLED “PLANNING COMMISSION-CHAIRMAN,” 3.40.050 ENTITLED “PLANNING COMMISSION-MEMBERS’ TERMS OF OFFICE,” 3.52.020 ENTITLED “ADVISORY PARKS AND RECREATION COMMISSION-MEMBERSHIP,” AND 11.08.020 ENTITLED “HARBOR COMMISSION” TO CLARIFY AND MAKE CONSISTENT COUNCIL MEMBER DESIGNATION FOR SERVICE ON CITY COMMISSIONS, MAKE COUNCIL MEMBER SERVICE ON COMMISSIONS PERMISSIVE RATHER THAN OBLIGATORY, AND TO REDUCE THE NUMBER OF COMMISSIONERS ON THE PARKS AND RECREATION COMMISSION FROM SEVEN TO FIVE

WHEREAS, City Council members are designated as members on City of Cordova, Alaska (“City”) commissions during their service on City Council; and

WHEREAS, it is in the City’s best interest to permit but not require Council members to be appointed to commissions during their service as Council members; and

WHEREAS, the method of appointing Council members to commissions should be consistent for all commissions; and

WHEREAS, it is necessary to meet the governing needs of the City to have only five members on the Parks and Recreation Commission instead of seven;

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

Section 1. Chapter 3.40.020 is hereby amended to read as follows:

3.40.020 Planning commission created - Membership

A. There is created a city planning commission consisting of seven members.

B. Only residents of the city who qualify as municipal voters pursuant to Section 2.12.020 herein shall be entitled to serve on the planning commission. One of the members of the commission shall **may** be designated by the council from its number. ~~Each of the remaining six members not designated by the council from its number shall be nominated by the mayor and confirmed by the council. Each term of membership shall be for three years, and terms of individual members shall be overlapping. Members shall serve without compensation.~~

C. Each term of membership shall be for three years, and terms of individual members shall be overlapping. All members shall serve without compensation.

Section 2. Section 3.40.030 is hereby amended to read as follows:

3.40.030 Planning commission—Chairman.

A chairman of the commission shall be selected annually, and shall be elected from and by the ~~appointive~~ members **of the commission.**

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

Section 3. Section 3.40.050 is hereby amended to read as follows:

3.40.050 Planning commission—Members' terms of office.

A. Members of the commission shall be appointed for three years **and terms of individual members shall be overlapping**; provided, however, that in the first instance one-third thereof shall be appointed for three years, one-third for two years, and one-third for one year.

Section 4. Section 3.52.020 is hereby amended to read as follows:

3.52.020 Advisory parks and recreation commission-Membership

A. The advisory parks and recreation commission shall consist of seven members. Only residents of the city who qualify as municipal voters pursuant to Section 2.12.020 of this code shall be entitled to serve on the commission. One of the members of the commission shall ~~may~~ be designated by the council from its number. ~~Each of the remaining six m~~Members **not designated by the council from its number** shall be nominated by the mayor and confirmed by the council. ~~All m~~Members shall serve without compensation.

B. Ex Officio Members. The mayor, the city manager, the public works director, parks and recreation director and the planning director shall be ex officio members of the commission, and shall have the privilege of the floor, but no right to vote.

C. Terms of Office. Members of the commission, **except as otherwise provided in this chapter**, shall be appointed for three year terms; provided however, that in the first instance two members be appointed for three years, two members for two years and one member for one year.

D. Filling of Vacancies. Appointments to fill vacancies shall be for the unexpired term of the vacated position.

Section 5. Section 11.08.020 is hereby amended to read as follows:

11.08.20 Harbor Commission

A. A harbor commission shall be established for the purpose of advising the city council on the operation, maintenance and improvement of the Port of Cordova's facilities, and for such additional purposes as the city council may from time to time designate. The harbor commission shall consist of five voting members. The city manager and harbormaster shall be ex officio members of the commission and shall have the right of the floor to participate in all discussions, however, they shall not have a vote. The commission shall elect a chairman and vice-chairman from its membership each January.

B. Only residents of the City who qualify as municipal voters pursuant to Section 2.08.010 of this code shall be entitled to serve on the harbor commission. One of the members of the commission shall ~~may~~ be designated by the council from its number. ~~Each of the remaining four M~~members **not designated from the council from its number** shall be nominated by the mayor and confirmed by the council.

C. ~~Each T~~Terms of membership ~~for the members, not including the council member,~~ shall be for three years ~~each or until a successor in office is appointed by the council. Terms of individual members and~~ shall be overlapping, and shall commence January 1st of each year. ~~The member from the council shall serve at the pleasure of the council.~~ ~~All m~~Members shall serve without compensation.

D. The harbor commission shall hold a minimum of one meeting per quarter or as needed at a date, time and place as set by the commission, except that the commission shall not be required to have

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

meetings during the fishing season or any like period as may hereafter be set by the commission, during any given year, said period not to exceed six months.

E. The harbor commission shall conduct its meeting in accordance with Robert's Rules of Order.

F. The unexpired portion of any term remaining after a vacancy exists on the commission shall be filled as the original appointment.

G. The harbor commission shall recommend for adoption by the city council a general plan for the Port of Cordova, Port of Cordova rules and regulations, and Port of Cordova fees, payments and assessments, which recommendation shall be presented to the city council, in writing, by the city manager at the first regular city council meeting in the month of March each year.

H. The harbor commission shall review all plans for construction and development within the confines of the Port of Cordova or anywhere within ATS 220, and shall report to the city council the expected impact of such construction or development on the Port of Cordova. The harbor commission shall make appropriate recommendations to the council concerning such construction or development.

Section 6. 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 of Ordinance 1115:	May 7, 2014
1st reading of Substitute Ordinance 1115:	May 7, 2014
2 nd reading and public hearing of Substitute Ordinance 1115:	May 21, 2014
2 nd reading and public hearing of Substitute Ordinance 1115 after another substantive change:	June 04, 2014

PASSED AND APPROVED THIS 4th DAY OF JUNE, 2014

James Kacsh, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

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

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: May 27, 2014
TO: Mayor and City Council
SUBJECT: Ordinance 1118

At the May 21 Regular Meeting there was Council discussion during the certification of the property tax assessment roll regarding the mill rate which will be set tonight, June 4, 2014. The discussion was concerning the mill rate differential between the annexed area and the City area that was created after annexation in 1993. Council directed the City Clerk to bring an ordinance to the next Council meeting which would repeal section 5.36.245 of the Cordova Municipal Code which creates the rural zone and delineates the mill rate differential. Attached is the “settlement agreement” that is referenced in the **whereas**’ of the ordinance. Also attached is the CMC 5.36.245 which is the pertinent code reference.

Required action: Majority voice vote on first reading.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1118**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
REPEALING CORDOVA MUNICIPAL CODE SECTION 5.36.245 ENTITLED "RURAL
ZONE AND MILL RATE DIFFERENTIAL" TO ELIMINATE THE MILL RATE
DIFFERENTIAL AND SEPARATE TAX ZONE CREATED FOR THE 68.23 SQUARE MILES
OF LAND ANNEXED TO THE CITY IN MARCH, 1993**

WHEREAS, The City of Cordova, Alaska ("City") annexed 63.28 square miles to the City in March 1993 based upon approval of said annexation in December 1992 by the State of Alaska, Department of Community and Regional Affairs, Local Boundary Commission ("LBC"); and

WHEREAS, citizens ("Appellants") filed appeal with the Superior Court against the LBC and the City became involved; and

WHEREAS, the three parties (LBC, City and Appellants) agreed to the annexation with certain terms as laid out in a settlement agreement entered into on February 14, 1995; and

WHEREAS, two of the terms of the settlement agreement required the City to establish, by ordinance, a differential tax zone referred to as the "Rural Zone" and a mill rate differential in that zone of 2.51 mills; and

WHEREAS, another of the terms of the agreement stated that the City shall have no obligations under the agreement after five years from the effective date of the agreement (February 14, 1995); and

WHEREAS, the 68.23 square miles of land annexed to the City in March, 1993 (the "rural zone") now receives the same level of service as the rest of the City, and therefore, a lower mill rate in that zone is no longer needed.

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

Section 1. Cordova Municipal Code Section 5.36.245 is repealed.

Section 2. This ordinance shall be effective thirty (30) days after its passage and publication or January 1, 2015, whichever date is later. 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: June 4, 2014
2nd reading and public hearing: June 16, 2014

PASSED AND APPROVED THIS 16th DAY OF JUNE, 2014

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

5.36.245 Rural zone and mill rate differential.

There shall be a differential tax zone, known as the rural zone. The rural zone shall encompass the 68.23 square miles of land annexed to the city in March 1993. All property taxes on property in the rural zone shall be levied at mill rate 1.00 mills less than all other property in the city. This mill rate differential is based upon the lower levels of service in the rural zone for the following services: police protection (.30 mills), fire and emergency medical services (.23 mills), parks and recreation (.26 mills), library and museum services (.16 mills) and public works (.05 mills).

(Ord. 950 § 1, 2004: Ord. 777 (part), 1996: Ord. 754, 1995).

COPY

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

THIRD JUDICIAL DISTRICT AT ANCHORAGE

RUSSELL and MARY BABIC, et al.,)
)
 Appellants,)
)
 v.)
)
 STATE OF ALASKA, DEPARTMENT OF)
 COMMUNITY AND REGIONAL AFFAIRS,)
 LOCAL BOUNDARY COMMISSION;)
)
 Appellee, and)
)
 CITY OF CORDOVA;)
)
 Intervenor/Appellee)

City of Cordova

MAR 26 1996

Superior Ct. Case No. 3AN-93-01163 CI
 CONSOLIDATED WITH
 Case No. 3AN-93-01996

SETTLEMENT AGREEMENT

The State of Alaska, Department of Community and Regional Affairs, Local Boundary Commission, (hereinafter "LBC"), the City of Cordova (hereinafter "the City"), and appellants named herein (hereinafter "Appellants"), (hereinafter collectively referred to as the "Parties"), enter this Settlement Agreement on this 14th day of February, 1995, of ~~December, 1994~~.

WHEREAS, the LBC approved the annexation of 68.23 square miles of land to the City in December 1992; and

WHEREAS, the City annexed the 68.23 square miles of land in March, 1993 (hereinafter "Annexed Territory"); and

WHEREAS, the Appellants filed this administrative appeal of the LBC's decision approving the annexation of the Annexed

Settlement Agreement
 Case No. 3AN-93-01996 - Page 1

BIRCH, HORTON, BITTNER AND CHEROT
 ATTORNEYS AT LAW
 1127 WEST SEVENTH AVENUE
 ANCHORAGE, ALASKA 99501
 TELEPHONE (907) 276-1550

Territory to the City, and the City's annexation of the Annexed Territory, in the Alaska Superior Court, Third Judicial District; and

WHEREAS, the Superior Court, on October 12, 1994, entered an Order remanding the annexation to the LBC and voiding the annexation (hereinafter "October 12 Order"), which has been stayed; and

WHEREAS, the City moved to intervene in the administrative appeal on October 18, 1994, for the purposes of seeking reconsideration and appellate review; and

WHEREAS, the Parties agree to the annexation of the Annexed Territory to the City under the following terms:

1. Dismissal of Appeal. The Parties agree that the City be allowed to intervene in this appeal, that the appeal is dismissed and the October 12 Order is vacated. The Parties shall cause their attorneys to execute and file a stipulation in the form attached hereto as Exhibit "1" within five days after all of the parties have signed this agreement and the City has enacted the ordinances referenced herein.

2. Rural Differential Tax Zone. The City agrees to establish, by ordinance, and in accordance with law, a differential tax zone, known as the Rural Zone, as shown on the map attached hereto as Exhibit "2".

a. Mill Rate Differential. The City shall establish, by ordinance, and in accordance with all applicable law, a mill rate differential of 2.51 mills for the Rural Zone in

accordance with the method set out in Exhibit "3", attached hereto. This mill rate differential shall remain in effect until the level of services in the Rural Zone changes. The Parties agree and understand that the City is not bound to use the methodology in Exhibit "3" for establishing future mill rates or future mill rate differentials.

b. Zoning and Building Codes in the Rural Zone.

The City agrees not to zone the Rural Zone other than as an "unrestricted" zone, except as required to comply with federal or state law or to protect life, health, safety and water or air quality. The City further agrees to amend the Municipal Code, to the extent allowed by state and federal law, to exempt the Rural Zone from application of the Uniform Building Code, as amended by the City of Cordova, Cordova Municipal Code, Chapter 16.15.

c. Ordinances Regarding Animal Control. The City agrees to amend Cordova Municipal Code Section 8.04.130, in accordance with law, to exclude dog control within the Rural Zone, excepting the requirement that vicious dogs be confined or secured. This Agreement shall have no effect on ordinances regarding rabies prevention and licensing.

d. Guns and snowmachine regulation. The City shall amend the Municipal Code to ensure that gun control and snowmachine regulations reflect rural needs within the Rural Zone.

3. Tax Credit. The City agrees to offer any person owning property within the Annexed Territory in 1995 and/or 1996 who paid property taxes for property located in the Annexed

Territory in 1993, a tax credit equal to fifty per cent (50%) of the taxes paid on property located in the Annexed Territory in 1993, excluding interest. This credit shall be applied to taxes for 1995 and 1996 in two equal amounts. The credit may only be used by the person who paid the 1993 tax, and may only be applied to taxes on the property upon which the 1993 tax was paid. In the event that a taxpayer is in arrears on his or her property taxes, sales taxes, any assessments, for any year, or has any debt owing to the City, such arrearage must be brought current, and all taxes or amounts due, penalties, and interest paid in full before March 1, 1995, in order for the taxpayer to qualify for the tax credit. The credit is inalienable and non-transferable.

In order to receive the credit, a property owner in the Annexed Territory must first complete and sign an "Application for Tax Credit and Release" in the form attached hereto as Exhibit "4". This credit is offered by the City as a compromise only and the City does not admit any liability by issuing this tax credit.

4. Legal Fees. The LBC agrees that it shall pay the Appellants' attorney fees and costs incurred in the appeal to the Superior Court and the negotiation of this Agreement, such amount not to exceed \$25,000.00. The parties stipulate and agree that judgment shall be entered for the fees and costs upon dismissal of the Appeal, and the amount due shall accrue interest at the rate of 10.5 percent per annum from the date the judgment is entered by the Court. Payment shall be made to Randall Farleigh, counsel for Appellants, upon the LBC's and the City's receipt of the executed

Settlement Agreement
Case No. 3AN-93-01996 - Page 4

copies of this Agreement bearing the signatures of all Appellants, and upon receipt of a supplemental appropriation from the Alaska Legislature. All other fees and costs incurred by the Parties shall be borne by themselves.

5. Effect on Future City Councils and Duration of Agreement. The Parties agree that the current City Administration and City Council cannot bind and/or limit future City Councils. Therefore, the Parties agree that any limitation on action by the City Council or Mayor in this Agreement shall only be in effect until the next municipal election in October, 1995. This section supersedes any other provision in this Agreement. The parties understand and agree that this Agreement shall have no legal effect, and that the City shall have no obligations under this Agreement, after five years from the effective date of this Agreement. Nothing herein shall invalidate any ordinance passed pursuant to this Agreement or operate to automatically terminate any rights or obligations under this Agreement prior to five years from the effective date of this Agreement.

6. Outer Whitshed Area Detachment. The City agrees that if a majority of residents of the area beginning at the Harmon property on Whitshed Road, and running southwest to the City boundary, specifically designated as "Outer Whitshed Area" on the map attached hereto as Exhibit 2, petition the LBC for detachment before October 1995, the City will not oppose such petition for detachment.

7. Appellants' Release of Claims Against City and LBC.

The Appellants hereby release and forever discharge the City and the LBC, their past, present, and future officers, officials, commissioners, council members, predecessors, successors, assigns, insurers, officers, employees, attorneys, and representatives, from any and all claims, demands, obligations, causes of action, costs, expenses, attorney's fees, liabilities, and indemnities, whether known or unknown, suspected or unsuspected, matured or unmatured, which Appellants now have, or which they may at any time hereafter claim to have against the City or the LBC are based upon the legal challenge to the annexation to the City of Cordova, except as necessary to enforce this Agreement.

8. Severability. If any section or portion of this Agreement shall be deemed void, illegal, or unenforceable by any court of competent jurisdiction, the Parties agree that the sections of this Agreement are severable, and the remainder of the Agreement shall remain in full force and effect.

9. Representation by Counsel. Each Party has received independent legal advice from attorneys of their choosing with respect to this Agreement and with respect to the execution of same.

10. No Admission of Liability. This Agreement shall not in any way be construed as or deemed an admission of liability or responsibility on the part of any Party.

11. Counterparts. This Agreement may be executed by the Parties in counterparts.

12. Entirety of Agreement. This Agreement, including exhibits, constitutes a single integrated contract expressing the entire agreement of the Parties relating to the subject matter herein. No covenants, agreements, or representations, or warranties of any kind whatsoever have been made by any Party hereto, except those specifically set forth herein.

APPROVED:

BIRCH, HORTON, BITTNER AND CHEROT
Attorneys for Movant/Intervenor
CITY OF CORDOVA

By: Beth Phillips
BETH PHILLIPS

APPROVED:

ALASKA DEPARTMENT OF LAW
Attorney for Appellee State of
Alaska, Department of Community and
Regional Affairs,
Local Boundary Commission

By: Barbara J. Ritchie
BARBARA J. RITCHIE
ASSISTANT ATTORNEY GENERAL

BIRCH, HORTON, BITTNER AND CHEROT
ATTORNEYS AT LAW
1127 WEST SEVENTH AVENUE
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 276-1550

APPROVED:

FARLEIGH & SHAMBUREK
Attorneys for Appellants Babic et al

By: 

RANDALL FARLEIGH

*without prejudice to dissenting
interests of William Webber, Robin
Jensen, and James Jensen for
whom motions to withdraw are pending
by counsel*

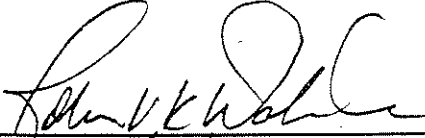
BIRCH, HORTON, BITTNER AND CHEROT

ATTORNEYS AT LAW

1127 WEST SEVENTH AVENUE
ANCHORAGE, ALASKA 99501
TELEPHONE (907) 276-1550

IT IS SO AGREED THE DAY FIRST WRITTEN ABOVE.

STATE OF ALASKA, DEPARTMENT OF
COMMUNITY AND REGIONAL AFFAIRS,
LOCAL BOUNDARY COMMISSION

By: 
1/31/95
Director
CITY OF CORDOVA

By: _____
MARGY JOHNSON
Mayor, City of Cordova

APPELLANTS

RUSSELL BABIC

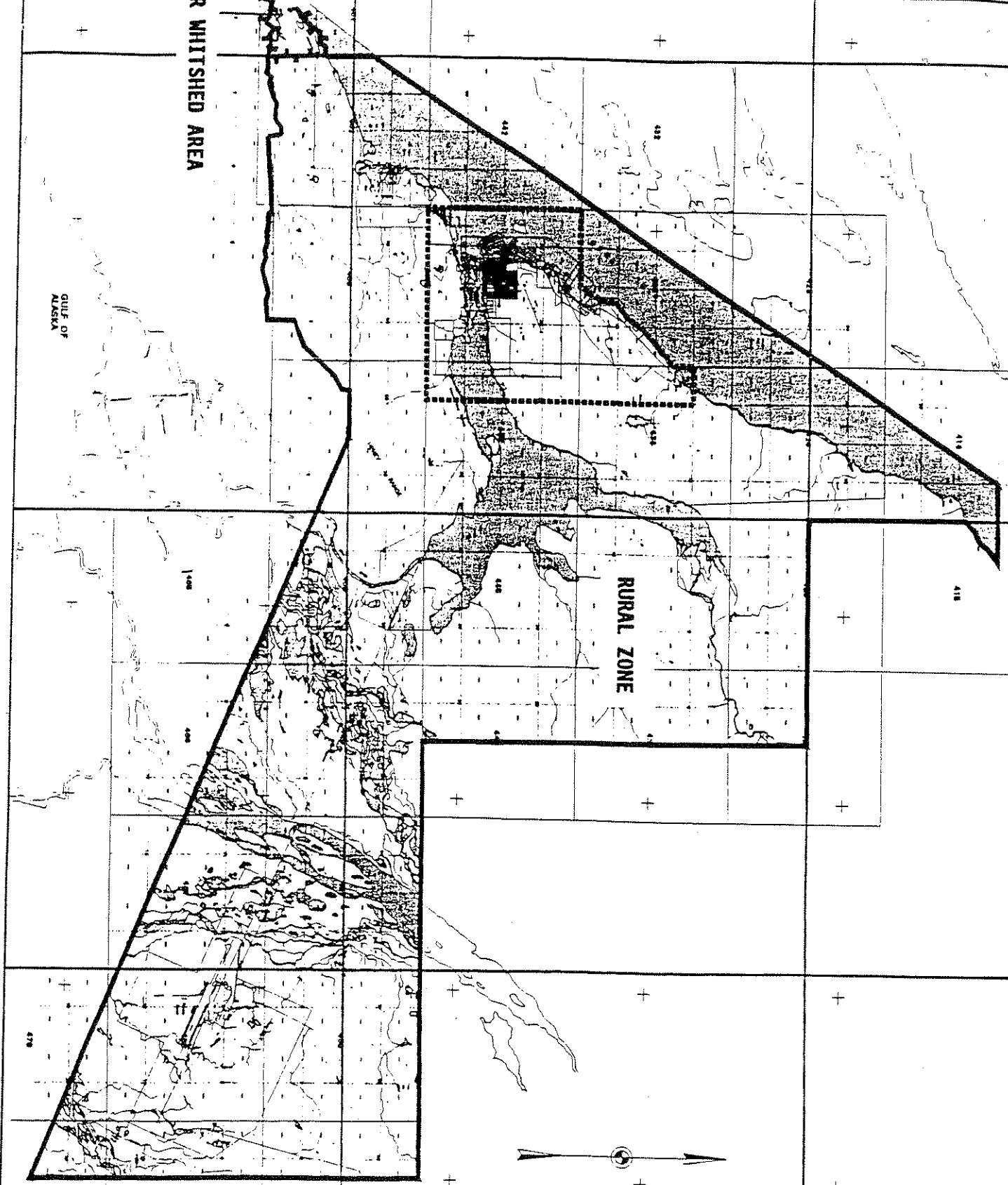
MARY BABIC

JOANNE C. BANTA

ROBERT N. BANTA

APRIL BEEDLE

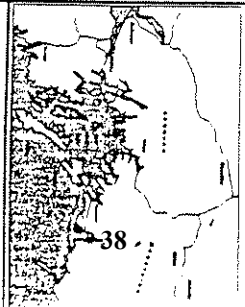
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OUTER WHITSHED AREA

RURAL ZONE

GULF OF ALASKA



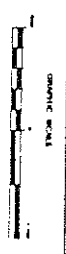
NORTH

-  Inner Boundary of Rural Zone
-  Outer Boundary of Rural Zone
-  Outer Whitshed Area Boundary

LEGEND

414

28



GRAPHIC SCALE



CITY OF CORDOVA

1:50,000
 1" = 1 MILE
 1" = 1.609344 KILOMETERS
 1:50,000
 1" = 1 MILE
 1" = 1.609344 KILOMETERS

URBAN/RURAL REAL PROPERTY TAX DIFFERENTIAL

As a result of the annexation of the area surrounding the "urban" Cordova City limits, it is now apparent that certain City services are offered at differing levels in the urban area and the rural area. In an effort to equalize the financial tax burden of these services between the rural and urban property owners, the City has developed the following methodology:

The first step in developing an acceptable methodology to allocate the tax burden fairly, in a way that reflects the costs of services delivered, is to identify the percentage of City revenues that come from property taxes.

Revenue Source	Revenue Amount	Percent of Total
Property Tax	\$1,130,427	31
Sales Tax	\$1,270,000	36
Other *	\$1,165,118	33

Note * Other revenue does not include \$104,000 in grant revenue which is directed toward specific operations, the expenditures associated with the grants were also removed from the departmental budgets for this exercise.

The second step used in formulating this methodology was to identify general fund expenditures as a percentage funded from real property taxes.

Expenditure Account	Total Amount	Amount From Property Tax	Mil Equivalent
Public Schools	\$699,529	\$216,853	2.36
City Hall **	\$1,141,127	\$353,749	3.85
Library/Museum	\$116,671	\$36,168	.39
Police	\$558,416	\$173,109	1.88
Fire/EMS	\$172,027	\$53,328	.58
Public Works	\$676,888	\$209,835	2.28
Recreation	\$196,487	\$60,911	.66
College	\$4,400	\$1,364	.01

Note ** City Hall expenditures include: Council, Clerk, Management, Finance, Collections, Economic Development, City Insurance, Debt Service.

For purposes of the development of this methodology, it has been assumed that the following services are provided equally to both the rural and urban areas of the City:

1. Public Schools
2. City Hall
3. Public Works
4. College

EXHIBIT 3 PAGE 1

It has been determined and agreed upon that certain services are not offered equally in the rural area (rural service district) and the urban area (urban service district). Differing levels of service exist in Police, Fire/EMS, Recreation, and Library/Museum Services. In each of these areas, the rural service district does receive some level of service, and should therefore pay for some level of service. For purposes of this allocation methodology, the rural area share of financial support for these services comes from sales taxes and other City revenue.

It has been determined that approximately 40% of the Police Department budget is directed toward patrol. Furthermore, it has been agreed that the Police Department will not perform routine patrols in the rural area. Therefore, we will subtract 31% (percent of support from property taxes) from the 40% of the Police Department budget directed toward patrol services, or .75 mils ($1.88 \text{ mils} \times .40 = .75 \text{ Mils}$) from the rural mil rate.

In the area of Fire/EMS services it is apparent that the rural area does not receive the same level of service as the urban area. However, the rural area does receive the benefit of an active and well trained Fire Department and Emergency Medical Team. The rural area is paying their fair share for these services through sales taxes and other City revenue. Therefore, we can reduce the rural area property taxes which support these services, or .58 mils.

The City currently offers no parks or recreation facilities in the rural area. The residents of the rural area are fully entitled to utilize City facilities with a slightly reduced level of service due to distance. Therefore, we can reduce the rural area tax burden by the amount of property taxes which support parks and recreation facilities, or .66 mils. The rural area residents are contributing funding for these services through sales taxes and other City revenue.

Next, the rural area has a somewhat reduced level of service offered for Library and Museum services, again due to proximity to the facilities. The rural area does support these services via sales taxes and other City revenue. Therefore, we can reduce the rural property tax liability by the amount of support these facilities receive from property taxes, .39 mils.

Lastly, the rural service district receives a lower level of service in the availability of street lighting and street cleaning. The street lighting and street cleaning budget is approximately 6% of the total Public Works Budget. Public Works is supported by 2.28 mils of property taxes. Therefore, we can reduce the property tax burden for the rural service district by .13 mils ($2.28 \times .06$).

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: May 27, 2014
TO: Mayor and City Council
SUBJECT: Resolution 06-14-25

The 2014 Mill Rates need to be set by June 15, 2014. On May 21, 2014, Council certified the 2014 tax roll and saw mill rate scenarios presented by the City Clerk. For tonight's meeting I have prepared **FIVE** different scenarios for Council to look at for the setting of the mill rates:

- 1) Last year's mill rates of 9.43 in the City and 8.43 in the rural area would put Cordova at property tax revenues of \$1,610,089.66.
- 2) Mill rates of 10.87 and 9.87 would achieve revenue of \$1,861,726.22 – 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 2014 budget.
- 3) Mill rates half way between the two above scenarios, i.e. 10.15 & 9.15.
- 4) Mill rates to attain a revenue equal to the budgeted amount plus the \$267K that Council spent out of cycle on the CCMC CT Scanner project.
- 5) Mill rates to attain a revenue equal to the budgeted amount plus the \$267K that Council spent out of cycle on the CCMC CT Scanner project and plus the \$95K Council spent on street maintenance for 2014.

In the upper right corner of each scenario's box, I have included an estimated amount that is anticipated to be added to our property tax revenue after I get the final value of our one oil and gas property which is assessed by the state each year and often is appealed back and forth 02-060-245-1 (Cordova Industrial Park, Block 5 – owned by Shoreside and leased to Alyeska). The State Assessment Review Board has concluded its meetings and at the time of the writing of this memo, I do not have the final assessment. However, in reading an article online (Alaska Dispatch), I have learned the value of the oil property in its entirety in the state has been determined to be \$10.2 billion for 2014. The assessed value of the same last year was \$11.8 billion. Using simple percentages, Cordova's property (i.e. 02-060-245-1) had a value last year of \$12,498,190 or 0.1059% of the total. Very conservatively, with the 2014 value and the same 0.1059%, Cordova should see an increased in taxable assessed value of at least \$4 million. Hopefully, I will have the exact amount that the Alyeska property is valued at by the meeting date of June 4, 2014.

Recommended Motion: Move to approve Resolution 06-14-25 with **x** inserted as the in-town mill rate and **(x-1)** inserted as the out of town mill rate.

Staff Recommendation: Majority voice vote.

**CITY OF CORDOVA, ALASKA
RESOLUTION 06-14-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
SETTING THE MILL RATES FOR THE 2014 TAX YEAR**

WHEREAS, Alaska Statute, Section 29.45.240 and Cordova Municipal Code 5.36.240 require that the mill levy be established prior to June 15, 2014; and

WHEREAS, in accordance with Cordova Municipal Code Section 5.36.245, property in the Rural Zone shall be taxed at a mill rate that is 1.00 mills less than all other property in the City.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby sets the mill rates for 2014 real property at **x.xx** mills for the City and **x.xx** mills for the Rural Zone.

PASSED AND APPROVED THIS 4th DAY OF JUNE, 2014.

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

MILL RATE SCENARIOS 2014

**TOTAL TAXABLE VALUE IS \$174,747,610, THEREFORE,
EACH MILL GAINS \$174,747.61 IN PROPERTY TAXES**

IF MILL RATES STAY THE SAME AS LAST YEAR					
1			Total Tax Revenue by Area		<small>possible extra from Alyeska if SARB up \$4M</small>
	In Town Total Taxable	\$136,967,310.00		\$1,291,601.73	\$37,720
	in town mill rate		9.43		
	Out of Town Total Taxable	\$37,780,300.00		\$318,487.93	
	out of town mill rate		8.43		
	total taxable	\$174,747,610.00		\$1,610,089.66	TOTAL PROPERTY TAXES

CLOSEST TO BUDGETED REVENUE AMOUNT OF \$1.862M					
2			mill rate increase of 1.44 mills or 15.27% or \$144 per year per \$100K of a/v		
			Total Tax Revenue by Area		<small>possible extra from Alyeska if SARB up \$4M</small>
	In Town Total Taxable	\$136,967,310.00		\$1,488,834.66	\$43,480
	in town mill rate		10.87		
	Out of Town Total Taxable	\$37,780,300.00		\$372,891.56	
	out of town mill rate		9.87		
	total taxable	\$174,747,610.00		\$1,861,726.22	TOTAL PROPERTY TAXES

HALF WAY BETWEEN THE ABOVE TWO VALUES					
3			mill rate increase of 0.72 mills or 7.64% or \$72 per year per \$100K of a/v		
			Total Tax Revenue by Area		<small>possible extra from Alyeska if SARB up \$4M</small>
	In Town Total Taxable	\$136,967,310.00		\$1,390,218.20	\$40,600
	in town mill rate		10.15		
	Out of Town Total Taxable	\$37,780,300.00		\$345,689.75	
	out of town mill rate		9.15		
	total taxable	\$174,747,610.00		\$1,735,907.94	TOTAL PROPERTY TAXES

CLOSEST TO BUDGETED AMOUNT PLUS \$267K = \$2,129,000					
4			mill rate increase of 2.97 mills or 31.5% or \$297 per year per \$100K of a/v		
			Total Tax Revenue by Area		<small>possible extra from Alyeska if SARB up \$4M</small>
	In Town Total Taxable	\$136,967,310.00		\$1,698,394.64	\$49,600
	in town mill rate		12.4		
	Out of Town Total Taxable	\$37,780,300.00		\$430,695.42	
	out of town mill rate		11.4		
	total taxable	\$174,747,610.00		\$2,129,090.06	TOTAL PROPERTY TAXES

CLOSEST TO BUDGETED AMOUNT PLUS \$267K PLUS \$95K = \$2,224,000					
5			mill rate increase of 3.51 mills or 37.22% or \$351 per year per \$100K of a/v		
			Total Tax Revenue by Area		<small>possible extra from Alyeska if SARB up \$4M</small>
	In Town Total Taxable	\$136,967,310.00		\$1,772,356.99	\$51,760
	in town mill rate		12.94		
	Out of Town Total Taxable	\$37,780,300.00		\$451,096.78	
	out of town mill rate		11.94		
	total taxable	\$174,747,610.00		\$2,223,453.77	TOTAL PROPERTY TAXES

Cordova Volunteer Fire Department

FIRE CHIEF MICHAEL HICKS



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

May 20, 2014

City Council, City of Cordova, Alaska
Through City Manager Randy Robertson

A handwritten signature in black ink, appearing to read "Paul Trumblee".

The City of Cordova has been chosen to apply 2014 Emergency Management Program Grant (EMPG).

This program started in 2009 for the sole purpose of hiring a part time individual as the Emergency Program Planner, to insure our community is disaster ready. Every year this office has written grants to assist the City of Cordova in updating our emergency plans and adopting the Incident Command System (ICS) along with continuing local education about disasters and preparedness. This Grant is a 50/50 split between the state and city funds and the performance period will be twelve months, beginning July 1, 2014 and ending June 30, 2015

This letter is to request City Council permission to continue the program and requesting funds from Alaska Division of Homeland Security and Emergency Management (DHS&EM) to continue the program as well as sole source Joanie Behrends the Reluctant Instructor who is EMPG Planner.

Sincerely

A handwritten signature in black ink, appearing to read "Paul Trumblee".

Paul Trumblee
City Fire Marshal

Pending agenda:

Capital Priorities List Meeting **Sep 3, 2014; Dec 3, 2014; Mar 4, 2015; June 3, 2015**

HSB Quarterly regular meetings **July 2, 2014; Oct 1, 2014; Jan 7, 2015; Apr 1, 2015**

Staff quarterly reports in packets: **July 16, 2014; Oct 15, 2014; Jan 21, 2015; April 15, 2015**

Performance Deeds of Trust: discussion/decision regarding changing these and/or finding a different method of security when selling City property – executive session scheduled for **June 4, 2014**

Traffic Authority discussion – including City parking lots

Ability to lease City land to City department (and/or Enterprise fund) – specifically Harbor?

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, Marine Advisory Program Coordinator; John Bocci; and Jeremy Botz, ADF&G

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

Calendars:

3 months of calendars are attached hereto
June 2014; July 2014; August 2014

June 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Clerk out on vacation	3	4 6:45 pub hrg LMR 7:00 reg mtg LMR	5	6 Copper River Nouveau—RFI 7:30	7 Copper River Nouveau—OAL 5:30 & 7
8	9	10 6:30 P&Z LMR	11 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	12	13	14
15	16	17	18 6:45 pub hrg LMR 7:00 reg mtg LMR	19	20	21
22	23	24	25	26	27	28
29	30				Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library	RFI-Reluctant Fisherman Inn OAL-Orca Adventure Lodge 46

July 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library		1	2 tba HSB mtg LMR 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	3	4 Independence Day City Hall Offices Closed	5
6	7	8 6:30 P&Z LMR	9 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	10	11	12
13	14	15	16 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	17	18 Copper River Wild Salmon Festival www.copperriverwild.org	19 Copper River Wild Salmon Festival www.copperriverwild.org
20	21	22	23	24	25	26
27	28	29	30	31		Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library 47

August 2014

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