

Mayor

James Kacsh

Council Members

Kristin Carpenter

Tim Joyce

Tom Bailer

Robert Beedle

Josh Hallquist

David Reggiani

James Burton

City Manager

Randy Robertson

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

summer vacation

REGULAR COUNCIL MEETING

JUNE 17, 2015 @ 7:00 PM

LIBRARY MEETING ROOM

AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

I pledge allegiance to the Flag of the United States of America,
and to the republic for which it stands, one Nation under God,
indivisible with liberty and justice for all.

C. ROLL CALL

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



D. APPROVAL OF REGULAR AGENDA..... (voice vote)

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers

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. Substitute Ordinance 1126..... (page 1)

An ordinance of the City Council of the City of Cordova, Alaska, amending section 3.12.035
of the Cordova Municipal Code regarding meetings - agenda and 3.12.060 (C) meetings - order
of business – 2nd reading

5. Ordinance 1130..... (page 4)

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal
Code chapter 18.21 by repealing subsection 18.21.070(B) and amending section 18.21.080 in
order to eliminate the minimum lot width requirement and reduce the yard requirements in the
RR3 rural residential district – 2nd reading

6. Ordinance 1131..... (page 10)

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal
Code subsection 16.15.2305(d) in order to reduce the ground snow load requirement from 150
pounds per square foot to 100 pounds per square foot – 1st reading

**7. Record excused absences for Council members *Hallquist* and *Burton* from the June 03, 2015
Regular Council meeting**

H. APPROVAL OF MINUTES

8. 06-03-15 Public Hearing Minutes..... (page 36)

9. 06-03-15 Regular Meeting Minutes..... (page 37)

I. CONSIDERATION OF BIDS

10. Bid award for Cordova City Streets Improvements Phase I..... (voice vote)(page 43)

J. REPORTS OF OFFICERS

- 11. Mayor's Report
- 12. Manager's Report
 - a. Cordova Center report – including financials..... (page 45)
- 13. City Clerk's Report
- 14. CCMC Finance Director report – CCMC Financial Statements through April 2015
(to be brought to the meeting)
- 15. City Attorney Holly Wells, flat fee for Attorney Services proposal

K. CORRESPONDENCE

- 16. June 1, 2015 letter in re Alyeska Property final value for 2015..... (page 48)
- 17. June 11, 2015 email from D. Riedel in re plastic bags..... (page 49)
- 18. May 21, 2015 Notice from DNR in re Oil Exploration proposed in Gulf of Alaska..... (page 50)

L. ORDINANCES AND RESOLUTIONS

- 19. Ordinance 1132..... (voice vote)(page 53)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing a lease to Alpine Diesel, LLC of 15,000 square feet of the Southwest portion of Tract 1A, Ocean Dock Subdivision Addition #2 – 1st reading

M. UNFINISHED BUSINESS

- 20. Providence Health & Services Alaska draft consulting agreement..... (voice vote)(page 77)
- 21. QHR proposal for CCMC medical center management..... (voice vote)(page 93)
- 22. Council action on disposal of breakwater fill lot (voice vote)(page 119)

N. NEW & MISCELLANEOUS BUSINESS

- 23. Title 15 City Code concerning hospital..... (voice vote)(page 156)
- 24. Pending Agenda, Calendar, Elected & Appointed Officials lists..... (page 165)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

- 25. Council Comments

Q. EXECUTIVE SESSION

R. ADJOURNMENT

XXXX COPPER RIVER KING SALMON XXXX

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

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: May 26, 2015

TO: Mayor and City Council

SUBJECT: Substitute Ordinance 1126

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

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

Required action: Majority voice vote on first reading.

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

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

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

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

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

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

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

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

3.12.035 - Meetings—Agenda.

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

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

3.12.060 - Meetings—Order of business.

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

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

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

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

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

PASSED AND APPROVED THIS xx DAY OF Xxx, 2015

James Kacsh, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

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

Memorandum

To: City Council
From: Planning Staff
Date: 5/14/2015
Re: Ordinance 1130 – Code Change for RR3 Rural Residential District

PART I – GENERAL INFORMATION

Recently a building permit application was received for Lot 8 in the Alpine Properties Subdivision and the rear setback of 60 feet has been raising some issues about the zoning requirements for the district. During this building permit issue the developer, builder, and staff met and discussed the setback requirements in the RR3 Rural Residential District. The RR3 district was created in 2005. The Alpine Properties Subdivision is zoned RR3 and the surrounding area is the only land in the city limits with this zoning (see Attachment A). There has been minimal building in the subdivision and as of yet the zoning requirements have not been tested. The developer of the subdivision has asked that some of the requirements in RR3 be changed to encourage development while still meeting the purpose of a rural feel. All lots in the RR3 district are required to be three acres. The subdivision has been developed on a hillside and while the lots are large, the terrain is steep and building space within the required 3 acre lot size can still be limited.

The Planning Commission is being presented this same memo and a resolution supporting the code change at its May 19th meeting. The Commission's input will be provided at the May 20th City Council meeting. Placing the proposed changes to the RR3 district on the May 20th City Council meeting allows a cushion if there are substantial edits by City Council. The cushion is needed due to the code requirement of having to have 15 days public notice in the local paper for the public hearing and second reading. The 15 day requirement forces the agenda item to skip a meeting in order to meet the 15 days of public notice.

Proposed code changes are shown below with a brief explanation. Strike through is deletion of text and bold and underline is inserted text. Attachment B is the current complete code for the RR3 district.

18.21.070 - Minimum lot requirements.

Minimum lot requirements are as follows:

A. The minimum lot area shall be three acres.

~~B. The minimum lot width shall be one hundred sixty feet.~~

The hillside terrain and irregularly shaped lots make it difficult to meet the large minimum lot width requirement. The required lot area of 3 acres ensures that lots will remain large and continue to meet the purpose of the chapter.

18.21.080 - Minimum yard requirements.

Minimum yard requirements are as follows:

A. Front yard: ~~twenty-five~~ten feet;

B. Side yards: ~~thirty~~ten feet;

C. Rear yard: ~~sixty~~twenty-five feet.

Reducing the setbacks will help to expand potential building sites and allow for more flexibility of building on currently established building pads. Not changing the lot size requirement of 3 acres but reducing the setbacks helps to promote development but will still allow for the intent of the district which is for large lot, low-density residential purposes.

PART II – STAFF RECOMMENDATION

Staff recommends adoption of Ordinance 1130. The proposed code changes may encourage development within the subdivision and the intent/purpose of the zoning district remains.

PART III –RECOMMENDED MOTION

“I move to adopt Ordinance 1130”

**CITY OF CORDOVA, ALASKA
ORDINANCE 1130**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING
CORDOVA MUNICIPAL CODE CHAPTER 18.21 BY REPEALING SUBSECTION 18.21.070(B) AND
AMENDING SECTION 18.21.080 IN ORDER TO ELIMINATE THE MINIMUM LOT WIDTH
REQUIREMENT AND REDUCE THE YARD REQUIREMENTS IN THE RR3 RURAL RESIDENTIAL
DISTRICT**

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

WHEREAS, it is also in the City's best interest to delete the minimum lot width requirement in the RR3 Rural Residential District as a minimum lot size of three acres sometimes necessitates narrow portions of lots; and

WHEREAS, it is also in the City's best interest to reduce the yard requirements in the RR3 Rural Residential District to encourage more development that meets the City's development goals and its land use needs.

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

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

18.21.070 - Minimum lot requirements.

Minimum lot requirements are as follows:

A. The minimum lot area shall be three acres.

~~B. The minimum lot width shall be one hundred sixty feet.~~

18.21.080 - Minimum yard requirements.

Minimum yard requirements are as follows:

A. Front yard: ~~twenty five~~ten feet;

B. Side yards: ~~thirty~~ten feet;

C. Rear yard: ~~sixty~~twenty-five feet.

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

1st reading: May 20, 2015

2nd reading and public hearing: June 17, 2015

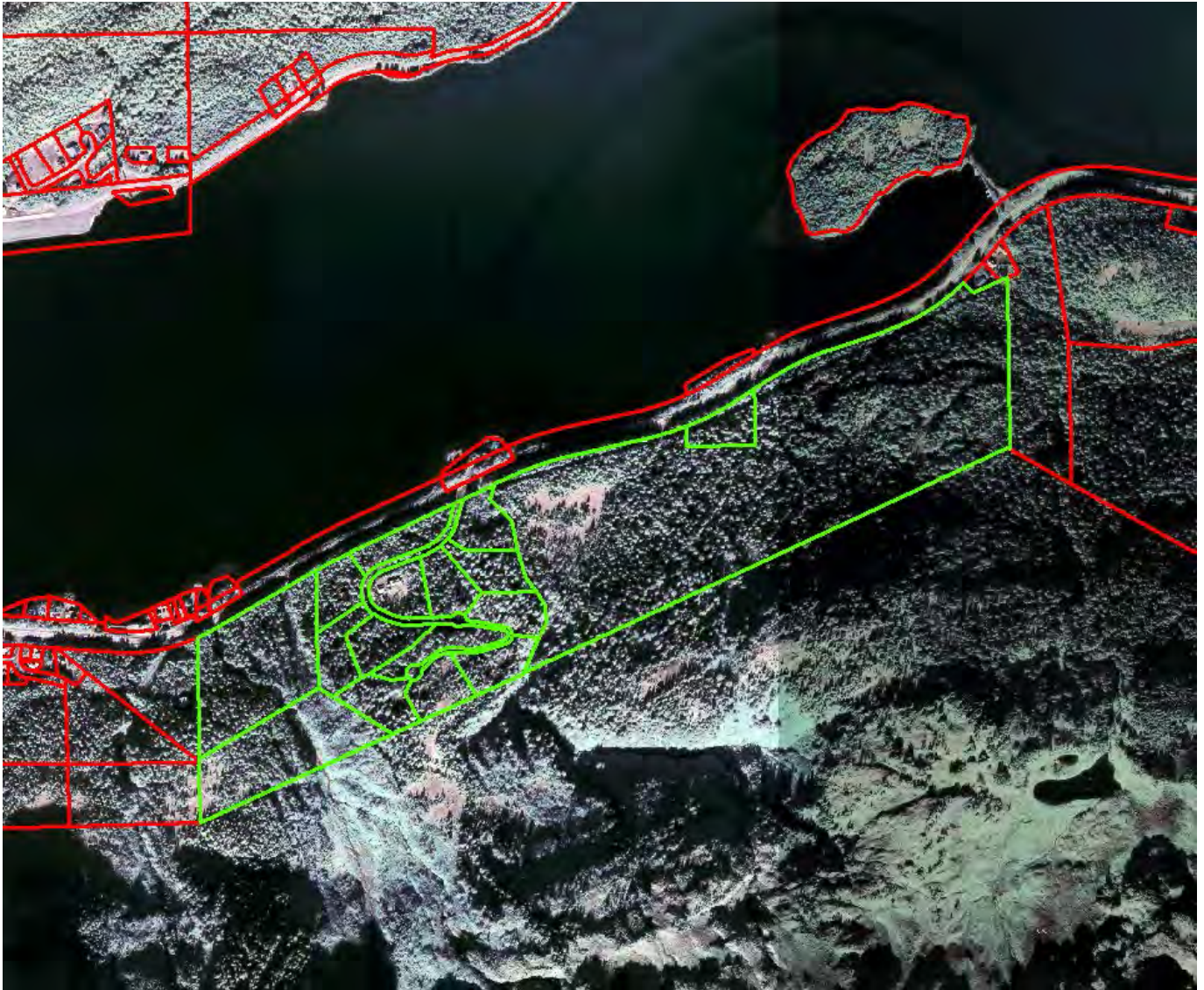
PASSED AND APPROVED THIS 17th DAY OF JUNE, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Attachment A – Property zoned RR3 Rural Residential District



Attachment B

Chapter 18.21 - RR3 RURAL RESIDENTIAL DISTRICT

Sections:

18.21.010 - Purpose and intent.

The RR3 rural residential three zoning district is established as a land use district for large lot, low-density residential purposes. For the rural residential three district, in promoting the general purposes of this title, the specific intentions of this chapter are:

- A. To encourage the continued use of land for low-density purposes;
- B. To prohibit commercial and industrial land uses;
- C. To encourage the discontinuance of existing uses that are not permitted under the provisions of this chapter; and
- D. To discourage land uses which, because of their character and size, would create unusual requirements and costs for public services.

(Ord. 974 (part), 2005).

18.21.020 - Permitted principal uses.

The following principal uses are permitted in the RR3 rural residential district:

- A. No more than one single-family dwelling unit per lot.

(Ord. 974 (part), 2005).

18.21.030 - Permitted accessory uses.

The following accessory uses are permitted in the RR3 rural residential district:

- A. Private garages and required off-street parking;
- B. Greenhouses and tool sheds;
- C. The noncommercial keeping of animals solely for the personal use of the owner or occupant of the lot. The raising, breeding or keeping of animals for commercial purposes is prohibited. A lot where animals are kept shall be maintained in a sanitary and inoffensive condition, with structures necessary to the proper housing of the animals and to the confinement of the animals within the boundaries of the lot;
- D. Other buildings and uses customarily accessory and clearly subordinate to the permitted principal use of the lot.

(Ord. 974 (part), 2005).

18.21.040 - Conditional uses.

Subject to the requirements of the conditional use standards and procedures of this title, the following conditional uses may be permitted in the RR3 rural residential district:

- A. Public utility, police and fire protection facilities, parks, libraries, elementary and secondary schools;
- B. Home occupations.

(Ord. 974 (part), 2005).

18.21.050 - Prohibited uses and structures.

Prohibited uses and structures are as follows:

- A. Any use or structure not of a character indicated under permitted uses and structures or permitted as a conditional use;
- B. Storage or use of mobile homes;
- C. Residential use of any travel trailer, basement, tent, shack, garage, barn or other structure not designed or intended for permanent residential use.

(Ord. 974 (part), 2005).

18.21.060 - Development requirements for principal and accessory uses.

Easements for installation and maintenance of utilities are as set out or reserved as shown on the recorded plat.

(Ord. 974 (part), 2005).

18.21.070 - Minimum lot requirements.

Minimum lot requirements are as follows:

- A. The minimum lot area shall be three acres.
- B. The minimum lot width shall be one hundred sixty feet.

(Ord. 974 (part), 2005).

18.21.080 - Minimum yard requirements.

Minimum yard requirements are as follows:

- A. Front yard: twenty-five feet;
- B. Side yards: thirty feet;
- C. Rear yard: sixty feet.

(Ord. 974 (part), 2005).

18.21.090 - Maximum lot coverage by all buildings.

Maximum lot coverage by all buildings shall be twenty-five percent.

(Ord. 974 (part), 2005).

18.21.100 - Maximum height of structures.

Maximum height of structures shall be two and one-half stories, but not exceeding thirty-five feet.

(Ord. 974 (part), 2005).

Memorandum

To: City Council
From: Planning Staff
Date: 6/10/15
Re: Ordinance 1131 – Reducing Ground Snow Load Requirement

PART I – GENERAL INFORMATION

Attached are historical documents relating to the snow load requirement, arranged chronologically:

Attachment A: Excerpt from Minutes of 4/10/12 Planning Commission Regular Meeting
Attachment B: Ground Snow Load Analysis prepared by Steve “Hoots” Witsoe
Attachment C: Excerpt from Minutes of 5/8/12 Planning Commission Regular Meeting
Attachment D: Resolution 12-03
Attachment E: Excerpt from Minutes of 5/14/12 City Council Special Meeting
Attachment F: Ordinance 1095
Attachment G: Snow Load Review Report by Andrew Adams, PE Consulting Engineer
Attachment H: Cost Comparison for Trusses
Attachment I: Excerpt from Minutes of 12/9/14 Planning Commission Regular Meeting
Attachment J: Resolution 15-09

PART II – BACKGROUND

4/10/12 – At the Planning Commission Regular Meeting, the commission had a discussion on the snow load requirements for Cordova. See attached minutes.

5/8/12 – At the Planning Commission Regular Meeting, the commission had Steve “Hoots” Witsoe prepare a report and give a recommendation concerning snow load. The commission went on to pass Resolution 12-03 recommending the change in snow load to City Council. See attached minutes and resolution.

5/14/12 – At the City Council Special Meeting, the council accepted the resolution from the Planning Commission. See attached minutes for the discussion.

6/20/12 – At the City Council Regular Meeting, the council passed the first reading of Ordinance 1095, an ordinance increasing the ground snow load to 150 lbs. per square foot. The ordinance was passed in the consent calendar with no discussion.

7/5/12 – At the City Council Regular Meeting, the council passed the second reading of the ordinance with no discussion.

12/9/14 – At the Planning Commission Regular Meeting, the commission received a report prepared by Andrew Adams, PE Consulting Engineer, concerning the snow load and a price comparison for trusses. Both documents are attached. The commission then had a discussion on the snow load requirements. See attached minutes.

6/10/15 – At the Planning Commission Regular Meeting, the commission passed Resolution 15-09:

M/McGann S/Bailer to approve Resolution 15-09

Upon roll call vote, main motion **passed** 6-1.

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

Nay: **Pegau**

PART III – SUGGESTED MOTION

“I move to approve Ordinance 1131.”

**CITY OF CORDOVA, ALASKA
ORDINANCE 1131**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING
CORDOVA MUNICIPAL CODE SUBSECTION 16.15.2305(d) IN ORDER TO REDUCE THE GROUND
SNOW LOAD REQUIREMENT FROM 150 POUNDS PER SQUARE FOOT TO 100 POUNDS PER
SQUARE FOOT**

WHEREAS, the City of Cordova has determined that the financial costs are significant for meeting the ground snow load of 150 pounds per square foot; and

WHEREAS, the City of Cordova has determined that a ground snow load of 100 pounds per square foot is sufficient enough to ensure structural stability for the conditions in the City; and

WHEREAS, the 2009 International Building Code requires a ground snow load of 100 pounds per square foot for the City of Cordova; and

WHEREAS, the Planning Commission of the City of Cordova has recommended to the City Council to reduce the ground snow load from 150 pounds per square foot to 100 pounds per square foot.

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

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

16.15.2305(d) - Snow loads.

The minimum basic design snow load shall be 100 pounds per square foot ground snow load.

~~Delete the last sentence in the second paragraph and substitute the following:~~

~~–(i) The minimum basic design snow load shall be 100 pounds per square foot on the horizontal projection of the roof for building permits issued or required prior to September 1, 2012.~~

~~–(ii) The minimum basic design snow load shall be 150 pounds per square foot ground snow load for construction requiring or issued a building permit on or after September 1, 2012.~~

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

1st reading: June 17, 2015

2nd reading and public hearing: July 1, 2015

PASSED AND APPROVED THIS 1ST DAY OF JULY, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Excerpt from Minutes of 4/10/12 Regular Meeting

2.) Discussion on Snow Load

Reggiani ~ Well I asked that maybe we take a look at this after the recent event that we just went through, it seemed like in the community here was a lot of confusion on snow load and what it Code and why are buildings collapsing. I kind of looked into it and I looked at the table of Ground Snow Loads for Alaska communities. What stood out to me was that Cordova was at 100 psf, Yakutat is at 150 psf, Valdez is at 160 psf and Whittier is at 300 psf. I couldn't really figure out where that data actually come from and how old that table is. And I don't know if that matters or not but typically with historical datasets you'll update them periodically and I don't know what our ground load was this year compared to the historical average.

Josh Hallquist ~ That's what you're supposed to base it off of is a 50 year snow.

Reggiani ~ It looks like the Alaska Statues leave it up to the local municipality. Other than just picking a number I don't really know how to put some data behind it.

Pegau ~ We actually are collecting the data up on Ski Hill, there's a snow pillow that gives you snow water equivalents. It will tell you exactly how much water equivalent there was and from that you can figure out the pounds per square foot. Historically there hasn't been a measure other than height, but for the last five years they've been recording the snow depth at that elevation.

Reggiani ~ When do you think that data will be available?

Pegau ~ It's online, I always end up looking up Mt. Eyak SNOTEL.

Greenwood ~ Hoots and Kirsti are checking it regularly.

Srb ~ Tom, I have a question I'd just like to hang out there. With regards particularly to the Municipal buildings and such but is there a mechanism or way of developing a mechanism that kind of takes away the decision making process out of any one individuals processes with regards to making a determination that I need to have this shoveled or that shoveled. Some kind of way of calculating a real time snow load within the municipality that says; "within these parameters all municipal buildings will hire somebody to shovel the roofs."

Bailer ~ I think Dave (Reggiani) is kind of heading that direction aren't you?

Reggiani ~ We are, Council has asked me to start working on a Memorandum of Understanding between the City and the School District to talk about maintenance of all of the municipal buildings so that one party isn't waiting for another party or thinking that the other party is going to do something and the same thing the other way. But as far as actually getting some data and understanding that I think you could probably come up with some real good general rules from that. But going through all of this, I was impressed, just to get the discussion started I was just hoping for the table to be thrown into this but Faith and Sam did a wonderful job putting everything in there. I was looking and happy to find an importance factor thrown into it on page 64 and I think what we need to have from the City's side of things is some history and make sure that the importance factor was factored into the equation on these municipal buildings for sure. The higher the category the more important the facility is to the community.

Josh Hallquist ~ I would say by what I've seen here it would be safe to bump it up a little bit.

Srb ~ On our current building permits if someone comes in and says that they want to attach a shed style roof to the side of their house, is there any requirement for engineering?

Samantha Greenwood ~ We don't require engineering for in residential for anything.

After a lengthy discussion the Commission agreed to have the data from the SNOTEL site compiled and bring that information back for further dialogue.

Ground Snow Load Analysis

Prepared for:
City of Cordova
May 1st, 2012



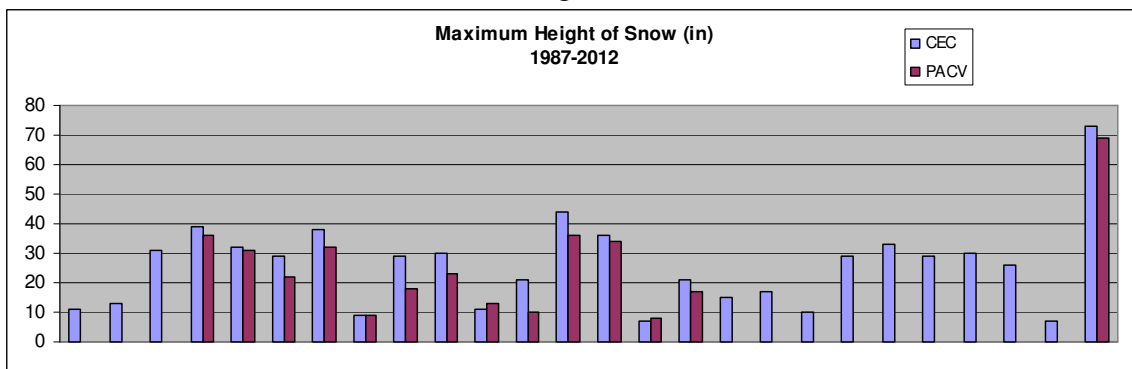
Prepared by:
Steve "Hoots" Witsoe

Current snow load requirements for the City of Cordova are based on the International Building Code. Design snow loads for roofs are determined using ground snow load; p_g . Ground snow loads for Alaska locations are set forth in Table 7-1, ASCE 7-05, with Cordova at 100 lbs/ft². Interestingly, Cordova's nearest neighbors have significantly larger ground snow loads, with Yakutat at 150, Valdez at 160, and Whittier at 300 lbs/ft². Authorities having jurisdiction can also determine ground snow load using extreme value statistical analysis of data available with a 2 percent annual probability of being exceeded (50 year mean recurrence interval).¹

Weather data for Cordova is limited to CEC Orca Power Plant², Mudhole Smith Airport³, Mt Eyak Snotel⁴, and personal observations⁵.

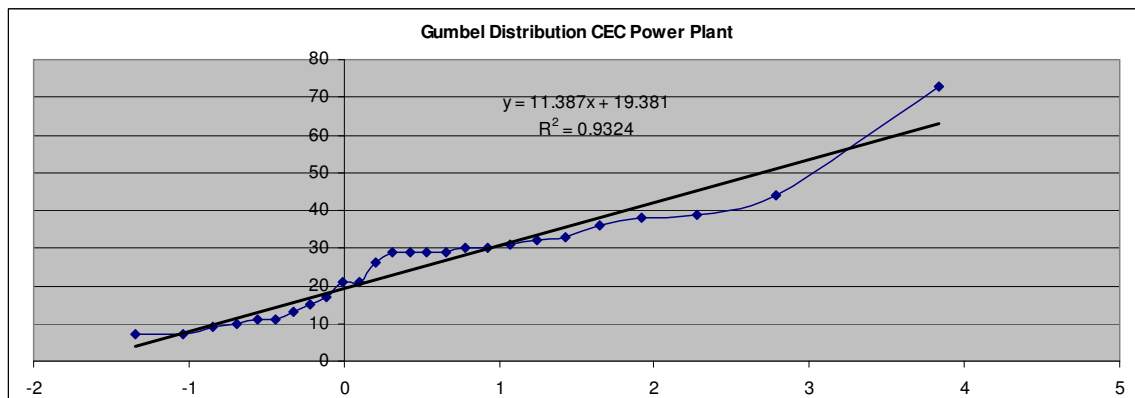
For this analysis, 26 years of power plant data and 14 years of airport data was used. A larger dataset exists for the airport but was not accessible at the time. While weather can be quite different between the power plant and the airport, their annual maximum height of snow is very similar (see Figure 1). The power plant data was used over the airport data because the data set was larger and the snow heights were slightly higher. It should also be noted that there are no weather records available for Whitshed Road, where snow heights are generally accepted as higher than the rest of town.

Figure 1



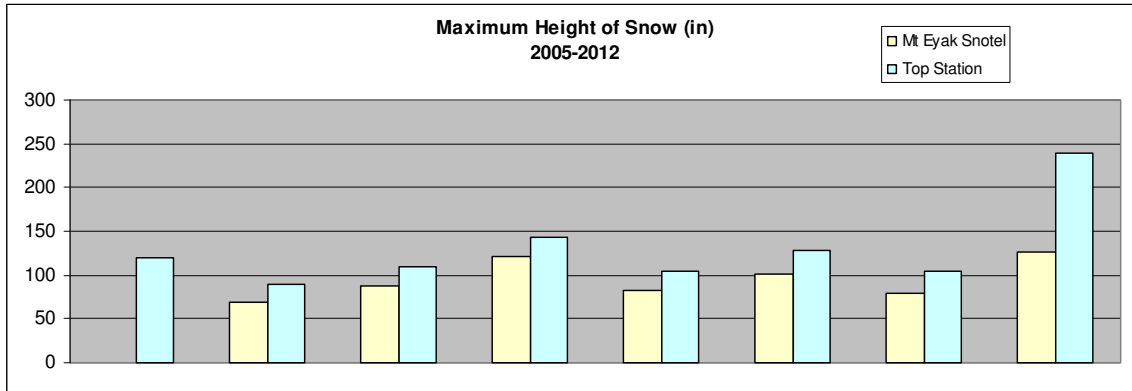
Extreme value statistical analysis was done using Gumbel Distributions and Gringorten estimations.⁶ For CEC Power Plant data, the maximum height of snow = $11.387x + 19.381$. Using a 50 year return period, $x = -\ln(-\ln(1-(1/50))) = 3.90$, and the height of snow = 63.8 in. (See figure 2)

Figure 2



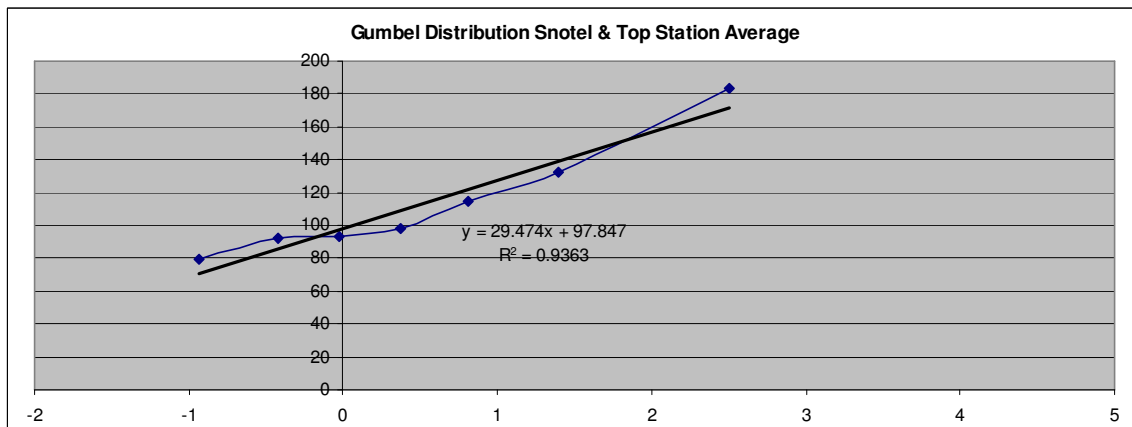
Mt Eyak Snotel had only 7 years of data, but gives insight into the affects of elevation on snow height. Its location is at approximately 1500 feet. The Snotel site, however, is prone to wind stripping. The nearby snow stake at the top of the ski hill has a similar elevation but offers a more wind loaded site, and shows the differences of snow height with site selection (see Figure 2).

Figure 2



Analysis of Mt Eyak Snotel data estimated a 50 year event at 156.9 inches, while Top Station data estimated 255.3 inches. An average of the data was used for the analysis to compensate for the differences between the datasets. Analysis of the average estimated a 50 year event at 212.9 inches.

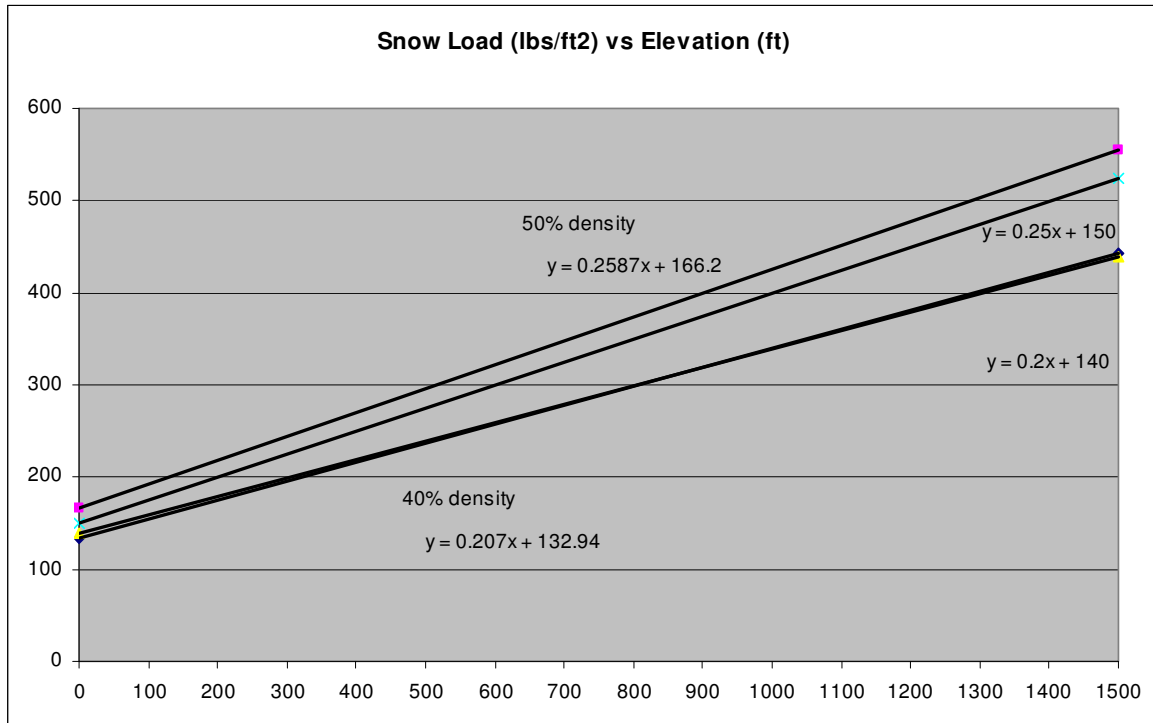
Figure 4



Ground snow load equals the maximum height of snow multiplied by the density of snow. Densities vary through the snow pack, so a single density is used to estimate the value. Industry standard varies from 30% to 50% density of water, with 40% the norm.⁷ With the amount of rain Cordova can receive in winter, 50% density may be realistic. However, by the time 50% density is reached the height of snow would be lower than the maximum.

Using the Power Plant data for sea level, and the average of Snotel and Top Station data for 1500 vertical feet, a linear equation was used to interpolate the ground snow load versus elevation. This was done for both 40 % and 50% density (See Figure 5).

Figure 5



Conclusion

The 40% and 50% linear equations offer a recommended range for ground snow loads with respect to elevation. To simplify the equations for easier use, the slope and intercept can be rounded. The first recommended equation closely resembles the 40% equation, while the second recommended equation is slightly more conservative.

Recommended Ground Snow Load:

$$p_g (\text{lbs/ft}^2) = 140 + (0.2 \times \text{Elevation in feet})$$

$$p_g (\text{lbs/ft}^2) = 150 + (0.25 \times \text{Elevation in feet})$$

ATTACHMENT B

CEC Orca Power Plant

Water Year	Max HS	V	m	N	Pv	ln (Pv)	ln (ln (Pv))
1987	11	7	1	26	0.02144	3.84252	-1.34613
1988	13	7	2	26	0.05972	2.81802	-1.03603
1989	31	9	3	26	0.09801	2.32269	-0.84273
1990	39	10	4	26	0.13629	1.99294	-0.68961
1991	32	11	5	26	0.17458	1.74538	-0.55697
1992	29	11	6	26	0.21286	1.54710	-0.43638
1993	38	13	7	26	0.25115	1.38171	-0.32332
1994	9	15	8	26	0.28943	1.23983	-0.21497
1995	29	17	9	26	0.32772	1.11560	-0.10939
1996	30	21	10	26	0.36600	1.00511	-0.00510
1997	11	21	11	26	0.40429	0.90563	0.09913
1998	21	26	12	26	0.44257	0.81515	0.20438
1999	44	29	13	26	0.48086	0.73218	0.31172
2000	36	29	14	26	0.51914	0.65558	0.42224
2001	7	29	15	26	0.55743	0.58442	0.53713
2002	21	29	16	26	0.59571	0.51800	0.65778
2003	15	30	17	26	0.63400	0.45571	0.78590
2004	17	30	18	26	0.67228	0.39708	0.92362
2005	10	31	19	26	0.71057	0.34169	1.07384
2006	29	32	20	26	0.74885	0.28921	1.24059
2007	33	33	21	26	0.78714	0.23935	1.42981
2008	29	36	22	26	0.82542	0.19186	1.65098
2009	30	38	23	26	0.86371	0.14652	1.92057
2010	26	39	24	26	0.90199	0.10315	2.27156
2011	7	44	25	26	0.94028	0.06158	2.78738
2012	73	73	26	26	0.97856	0.02167	3.83170

R	Pv=1-(1/R)	-ln(-ln(Pv))	y=11.387x(-ln(-ln(Pv))+19.381)	ft/in conv	lbs/ft3	snow density	Pg (lbs/ft2)
50	0.98	3.90	63.81	0.08	62.5	0.4	132.94

Snotel & Top Station Average

Water Year	Snotel	Top Station	Average	V	m	N	Pv	ln (Pv)	ln (ln (Pv))
2006	69	90	79.5	79.5	1	7	0.07865	2.54273	-0.93324
2007	87	110	98.5	92	2	7	0.21910	1.51822	-0.41754
2008	121	144	132.5	93.5	3	7	0.35955	1.02290	-0.02264
2009	83	104	93.5	98.5	4	7	0.50000	0.69315	0.36651
2010	101	128	114.5	114.5	5	7	0.64045	0.44559	0.80837
2011	80	104	92	132.5	6	7	0.78090	0.24731	1.39711
2012	127	240	183.5	183.5	7	7	0.92135	0.08192	2.50205

R	Pv=1-(1/R)	-ln(-ln(Pv))	y=11.387x(-ln(-ln(Pv))+19.381)	ft/in conv	lbs/ft3	snow density	Pg (lbs/ft2)
50	0.98	3.90	212.85	0.08	62.5	0.4	443.44

References

- 1 ASCE 7-05 Minimum Design Loads for Buildings and Other Structures
- 2 CEC Orca Power Plant Weather Observations
<http://www.ncdc.noaa.gov/oa/ncdc.html>
- 3 Mudhole Smith Airport Weather Observations
<http://www.ncdc.noaa.gov/oa/ncdc.html>
- 4 Mt Eyak Snotel Weather Observations
<http://ambcs.org/>
- 5 Steve “Hoots” Witsoe
hoots@ctcak.net
- 6 National Institute of Standards and Technology
<http://www.nist.gov/itl/sed/index.cfm>
- 7 Communication with Terry Onslow, Dave Hamre, and Pete Carter

Excerpt from Minutes of 5/8/12 Regular Meeting

1. Snow Load

Steve “Hoots” Witsoe ~ Okay, Snow Loads area what’s used to determine how much load they can hold and what the roof needs to be built for. The Code book has a table and Cordova is at 100 pounds per square foot, the interesting thing about that is Yakutat is at 150 psf, Valdez is at 160 psf and Whittier is at 300 pounds per square foot. So the purpose of what I was doing was use extreme value statistical analysis to determine what our snow load really is. So, what I did is I went through weather data and we don’t have great weather data, but we do have 26 years from CEC’s Orca Power Plant and then we have a bunch of data from the Airport. Originally I had more information from the Power Plant and the Power Plant typically represents the town better than the Airport. Keep in mind that we get much more snow at higher elevations than we do at sea level.

I came up with two recommendations:

140 pounds per square foot at Sea level and at 100 vertical feet you would add another 20 pounds. (40% density)

150 pounds per square foot at Sea level and at 100 vertical feet you would add another 20 pounds. (50% density)

Commission had a lengthy discussion and explanations on the snow load data provided by Hoots.

Bailer ~ Thank you so much for all your hard work on this.

Bailer ~ Tom how about you, you’re doing a lot of building, what do you think?

McGann ~ I think we should increase it, I was looking at it from a cost standpoint in residential. A cut roof, basically just adding more rafters, even if you had to double the amount of rafter it would only increase the dry in package by 3.6%. I looked at trusses and if you had to double the trusses it would only increase the total dry in package by 4.6%. So I don’t think that it’s becoming cost prohibitive to do this stuff.

Bailer ~ Yeah I would agree.

Samantha Greenwood ~ And I talked with a metal guy I don’t know if you saw it in the Planners Report, but he is in Wasilla but has built buildings here. He did say that he thought that the labor would not substantially increase, but that there would be an increase of about 25%. Most of that would be weight and shipping.

Srb ~ With the idea in mind that some of these properties are being sold as seasonal and nobody is going to be there to babysit them it might behoove us to bump things up and try to better protect investments.

Samantha Greenwood ~ Okay, so I threw in that resolution in case you guys wanted to move forward like that, it’s not something that we have to do.

After a lengthy discussion and explanation on the snow load data provided by Hoots the Commission agreed that in their opinion the snow load for Cordova should be increased to 150 pounds per square foot.

M/Srb S/McGann “I’d like to make a motion to make a change in the current snow load requirement of 100 pounds ground snow load to 150 pounds ground snow load to the City Council of the City of Cordova, Alaska.

Bailer ~ Scott did you hear the motion?

Pegau ~ Yes, I did hear the motion, the only comment I had was on the “whereas’s” you might want to strike “Whereas, this year’s snow load was not a record for City of Cordova.” because you can’t demonstrate it.

Samantha Greenwood ~ You’re right.

Upon voice vote, motion passed, 6-0

**CITY OF CORDOVA, ALASKA
PLANNING AND ZONING COMMISSION
RESOLUTION 12-03.**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CORDOVA, ALASKA, RECOMMENDING TO CHANGE THE CURRENT SNOW LOAD REQUIREMENT OF 100 POUNDS GROUND SNOW LOAD TO 150 GROUND SNOW LOAD TO THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA

WHEREAS, the City of Cordova experienced an exceptional snow year for 2011-12; and

WHEREAS, there were roof collapses and damage to buildings from snow load throughout the town; and

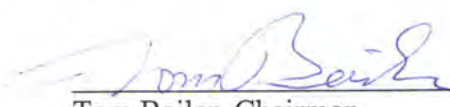
WHEREAS, to help provide for the public welfare and safety of citizens of Cordova; and

WHEREAS, after reviewing previous years ground snow load numbers, reviewing ground snow codes for nearby coastal communities, historical snow accumulation totals, and impact building cost building; and

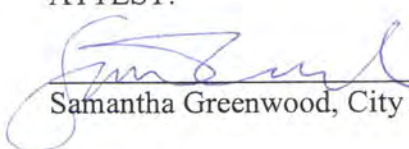
WHEREAS, the Planning Department staff and the Planning and Zoning Commission would like to recommend to the City Council of Cordova to accept and support the new ground snow load of 150 pounds.

NOW, THEREFORE, BE IT RESOLVED THAT the Planning and Zoning Commission of the City of Cordova recommends to change the current snow load requirement of 100 pounds ground snow load to 150 ground snow load to the city council of the city of Cordova, Alaska

PASSED AND APPROVED THIS 8th DAY OF MAY, 2012


Tom Bailer, Chairman

ATTEST:


Samantha Greenwood, City Planner

Excerpt from Minutes of 5/14/12 City Council Special Meeting

19. Acceptance of Planning and Zoning Commission Resolution 12-03

M/Allison S/Reggiani to accept resolution 12-03 from the Planning and Zoning Commission.

Mayor Kallander informed Council that to approve this resolution will add to the cost of new construction. *Beedle* opined that if this is passed than 100% of Cordova is out of compliance. What happens when a person goes to sell their house? *Greenwood* replied that existing structures would be grandfathered in; this would be required on new structures. *Beedle* asked if this is passed tonight when it takes effect. Will those building currently have to adjust their plans to accommodate this change?

Greenwood responded that this resolution is just asking for Council's support. It is not passing anything. It will have to be changed in code, which would be an ordinance, two readings, and then 30 days after that. Until it becomes code we are still at the old code. When a person gets their building permit they will be notified of the building requirements according to code at that point in time. *Bradford* stated that he has no problem with this he will support it. *Reggiani* stated that he is going to support this.

Vote on motion: 4 yeas, 1 nay (Beedle), 1 absent (van den Broek). Motion passes.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1095**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AMENDING CORDOVA MUNICIPAL CODE SECTION 16.15.2305(d) TO INCREASE
THE MINIMUM BASIC DESIGN SNOW LOAD FROM 100 POUNDS PER SQUARE
FOOT ON THE HORIZONTAL PROJECTION OF THE ROOF TO 150 POUNDS PER
SQUARE FOOT GROUND SNOW LOAD FOR BUILDING PERMITS ISSUED ON OR
AFTER SEPTEMBER 1, 2012**

WHEREAS, the City of Cordova ("City") experienced extremely heavy snow fall in the 2011-2012 winter season; and

WHEREAS, the increased snow fall damaged structures and created safety hazards; and

WHEREAS, the City has reviewed the ground snow load numbers from past years, code provisions throughout Alaska governing snow load requirements, historical snow accumulation totals, and the potential impact of increased snow load requirements on building costs in the City; and

WHEREAS, the City Council finds that it is in the City's best interest, in light of the recent damages resulting from heavy snow fall and the results of the City's research regarding snow load requirements, to increase such requirements for construction within the City.

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

Section 1. Cordova Municipal Code Chapter 16.15.2305(d) is amended to read as follows:

16.15.2305(d) - Snow loads.

Delete the last sentence in the second paragraph and substitute the following:

- (i) The minimum basic design snow load shall be 100 pounds per square foot on the horizontal projection of the roof for building permits issued or required prior to September 1, 2012.
- (ii) The minimum basic design snow load shall be 150 pounds per square foot ground snow load for construction requiring or issued a building permit on or after September 1, 2012

ADDED LANGUAGE UNDERLINED/ DELETED LANGUAGE STRICKEN THROUGH

ATTACHMENT F

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

1st reading: June 20, 2012

2nd reading and public hearing: July 5, 2012

PASSED AND APPROVED THIS 5th DAY OF JULY, 2012.




James Kallander, Mayor

ATTEST:


Susan Bourgeois, City Clerk

ADDED LANGUAGE UNDERLINED/ DELETED LANGUAGE STRICKEN THROUGH

Andrew P. Adams, PE Consulting Engineer

PO Box 876303 Wasilla, AK 99687 907-947-9303 andrewpadams@gci.net

December 4, 2014

Planning and Zoning Commission
 City of Cordova
 PO Box 1210
 Cordova, AK 99574

To Whom It May Concern:

The purpose of this letter is to provide the City of Cordova's Planning and Zoning Commission with an impact study on the current ground design snow load of 150 pounds per square foot (psf) verses a ground snow load of 100 per square foot. The primary focus on this study is based on economic impacts, but design implications will also be addressed.

Loading Background and General Concepts:

The current ground snow load condition for Cordova is 150 psf, which is an increase from the load specified by the International Building Code 2009 (IBC 09), Table 1608.2. This table provides a design ground snow load of 100 psf for Cordova. The International Building Code is usually used as the design standard for both residential and commercial building design for prescriptive design conditions, but its loading conditions and requirements are based on American Society of Civil Engineers Minimum Design Load Manual 7-05 (ASCE 7-05). The ASCE 7-05 design loads address non-prescriptive loading conditions. Due to the seismic, wind and snow load combinations as directed in the IBC, Cordova buildings would have to be designed for non-prescriptive loading. In layman terms, the IBC would require an engineer to analyze commercial buildings due to the complex loading conditions. (The State Fire Marshal office does provide some exemptions to this requirement though.)

TABLE 1608.2
 GROUND SNOW LOADS, p_g , FOR ALASKAN LOCATIONS

LOCATION	POUNDS PER SQUARE FOOT	LOCATION	POUNDS PER SQUARE FOOT	LOCATION	POUNDS PER SQUARE FOOT
Adak	30	Galena	60	Petersburg	150
Anchorage	50	Gulkana	70	St. Paul Islands	40
Angoon	70	Homer	40	Seward	50
Barrow	25	Juneau	60	Shemya	25
Barter Island	35	Kenai	70	Sitka	50
Bethel	40	Kodiak	30	Talkeetna	120
Big Delta	50	Kotzebue	60	Unalakleet	50
Cold Bay	25	McGrath	70	Valdez	160
Cordova	100	Nenana	80	Whittier	300
Fairbanks	60	Nome	70	Wrangell	60
Fort Yukon	60	Palmer	50	Yakutat	150

For SI: 1 pound per square foot = 0.0479 kN/m².

IBC Snow Load Table

Andrew P. Adams, PE Consulting Engineer

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Before an economic issue is addressed, it is important to note how load conditions are applied. For the design of building structures, load factors are either applied to environment and gravity load conditions or building material maximum strengths are reduced. This process allows for a factor of safety to be applied to structures to ensure a higher probability for a building to withstand an abnormally high load. For example, when conducting a "strength design" for a building as specified by IBC 09, Section 1605.2.1, a common load condition applied to a roof would be from Equation 16-3.

$$1.2D + 1.6(L_r \text{ or } S \text{ or } R) + (f_1 L \text{ or } 0.8 W) \quad \text{(Equation 16-3)}$$

For the current Cordova snow loading conditions, the 1.6 factor would provide a snow load of 240 psf to be applied to structural members under some loading analysis. If the IBC snow load of 100 psf was used, the loading conditions could be as high as 160 psf.

Another effect that should be addressed with regard to the snow loading of 150 psf is seismic loading. Earthquake analysis generally focuses on a building's "dead load". The dead load is essentially the weight of the building's permanent components and neglects the loads of furniture, people or other items that are not fixed to the building. One exception to this is the weight of snow. For seismic analysis, code provisions require 20% of the snow load to be considered "dead load" for seismic analysis purposes. Therefore, in general terms, 30 psf of load should be applied for every square foot of roof during a seismic loading condition. This factor would be 20 psf for a 100 psf snow load. (These loads are used as examples only. Specific roof snow load criteria are based on a number of factors that will not be addressed for the purposes of this report.)

Common Failures in High Snow Load Areas:

During the late winter of 2012, South Central Alaska had record breaking snow falls. As the snow accumulated, I had to completed many forensic investigations on why roofs in Anchorage, the Mat-Su Valley, and the Kenai Peninsula failed. Even though high snow fall was the root cause of damages, the difference in a failed roof or a sustained roof came down to a number of other factors. These factors were as follows.

1. Improper drainage for melting snow resulting in ice damming.
2. Impact loading resulting from snow shedding to a lower roof section.
3. Under-designed structural components.
4. Water intrusion resulting from failed roof membranes, which caused structural material decay.

Project Example:

In the spring 2014, I was the project engineer for a building in Seward, Alaska. The IBC snow load for Seward is 50 psf. However, the building owner requested that the building be designed for a snow load of 120 psf. The cost impact on this increase primarily effected the building's steel structure and anchor bolts. Since the building had some unique foundation requirements, snow and seismic loading did not affect the building's foundation cost.

The original building frame for 50 psf design snow load had a purchase price of \$27,214, but the

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material price for a 120 psf design snow load was \$42,708, which was an increase of almost 60%. An increased snow load of 240% the original is not a fair comparison to the 50% increase for the Cordova snow loading, but it does show the impact snow loading can have on a buildings cost.

Roof Framing:

A building component that snow load is most readily observed is the roof system. For purposes of determining a cost effect, a rafter-framed roof will be assumed. A truss framed roof will likely have a smaller cost impact for the snow loading conditions since shipping is such a disproportional cost for trusses in Cordova. Using a rafter span of 12 feet, the material differences for a 24 foot wide by 32 foot long, rectangular-shaped, 5:12 pitch roof will be as follows.

Material	Spacing	Quantity (ea)	Unit Price	Snow Ld	Total Price
BCI 11 7/8" 6000	16"	25	\$27.96	100 psf	\$699.00
BCI 14" 60	16"	25	\$60.00	150 psf	\$1,499.88
% change					53%

BCI 14" 60	24"	17	\$60.00	100 psf	\$1,019.92
BCI 16" 60	24"	17	\$67.71	150 psf	\$1,151.07
% change					11%

Pricing for rafters is based on Spenard Builder Supply current, non-account holder pricing.

Neglecting lateral loading, 5/8 inch roof sheathing could be used for both the 100 psf snow load roofs above. However, with a 150 psf snow load, 3/4 inch plywood would be required for roof decks due to allowable deflection limits. There are some factors that could allow for a 5/8 inch sheathing under the 150 psf snow loading, but these factors are also offset due to lateral resistance requirements in most cases.

The cost of increasing sheathing thickness from 5/8 inch to 3/4 inch is about a 15% cost increase.

Wall Framing:

Wall stud sizes are generally controlled by insulation requirements in residential construction, so the snow loads on load bearing walls will likely not change the wall framing requirements. However, wood framed walls with 16 inch on-center studs that are over 8 feet tall will require lateral blocking between all studs for the 150 psf loading condition. This blocking requirement is also necessary for walls under 8 feet tall that are used for seismic and wind lateral loading restraint as well though. Therefore wall framing costs should not be significantly affected in wood framed buildings when comparing a 100 psf or a 150 psf snow load.

When considering a rectangular-shaped, single-story house, that is 24 feet wide and 32 feet long, the increase in snow load results in an increase in the seismic lateral load of approximately 25%. However, a house with a 28 foot by 40 foot size will have a seismic lateral load increase of approximately 30%. So, as the building gets a larger roof area, the effects on the lateral restraint

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system will also increase. In increase in lateral load increase results in more strapping, nails, and hold downs.

Wood Beams:

Many framing conditions can affect the size of a header or wood beam, but for the sake of cost analysis, a 20 foot long beam supporting 10 feet of tributary area was analyzed to see the effects of an increased snow load. During this analysis, the gravity load increase resulted in a beam size change as shown below.

Material	Snow Load	Quantity (ft)	Unit Price	Total Price
5 1/8"x19 1/2" GLB	100 psf	20	\$9.13	\$182.50
5 1/8"x22 1/2" GLB	150 psf	20	\$10.60	\$212.00

% increase 14%

Pricing for beams are based on a national supplier estimate, and may not reflect costs due to shipping.

Steel Frames:

As stated in the Seward construction project, steel framed buildings can have significant cost increases with snow load increases. For a common warehouse-type, moment-framed building, there will be small size increases for the beams and columns due to a snow load increase of 50%. However, as stated before, load combinations for strength design will apply factors of safety that will affect the entire frame. Since Cordova is in a high seismic zone, steel frame connections will increase overall disproportionately to a gravity load increase. Analysis of a steel building is much more complex than would be prudent for the purposes of this report.

Foundations:

A typical residential foundation design would likely not be affected by a snow load because the footing size, concrete wall thickness, and rebar placement are likely controlled by other factors. However, soil retaining structures, whether they be retaining walls or basement walls will be affected slightly. The changes due to an increased snow load will result in an increase in concrete reinforcement in these structures due to the combination of snow load and seismic loading.

Pad foundations are more adversely affected by the increased snow load than any other foundation component. For a concrete pad that is supporting 100 square feet of roof or deck load will have a size increase of approximately 50%, and the cost increase is likely proportional since the cost of pad footings is more influenced by concrete volume than labor or rebar costs.

Cost Summary:

Most studies indicate that structural components are usually anywhere from 20% to 28% of a total building's costs. Mechanical, electrical and finish components are typically where building costs can be saved. However, given a generic building analysis as described above, the following cost savings could be made by decreasing the City's snow load from 150 psf to 100 psf.

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Roof Framing: approximately 53%
Roof Decking: approximately 15%
Wood Beams: approximately 14%
Concrete Pads: approximately 50%

Recommendation:

Even though the economic effects on an overall construction project are only slightly affected by a 50% snow load increase, I believe that the design requirements provided in the International Building Code apply enough safety factors to ensure structural stability for properly designed buildings. Therefore, a design snow load of 100 psf is sufficient for designed structures.

Disclaimer:

Loading examples and references to calculations in this letter are for demonstration purposes, and should not warrant use for any building plans or projects. Not all load factors and conditions were addressed in the samples above. A design professional should be consulted in all building construction projects.

Respectfully,

A handwritten signature in blue ink, appearing to read "Andrew Adams", is written over a light blue rectangular background.

Andrew P. Adams, P.E.

29336 Airport Road
Eugene, OR 97402

theTRUSSco,inc.

PRODUCT PROPOSAL AND PURCHASE AGREEMENT

Phone: (541) 688-8671 Fax: (541) 688-0412

PROPOSAL SUBMITTED TO:		QUOTE# 26859Q	DATE: 12/01/14
Phone Quote/Walk-In		JOB NAME: CPU - City of Cordova	
ATTN: Customer		STREET: CPU	
STREET:		CITY: CPU - Eugene	STATE: OR
CITY:	FAX:	PHONE:	

We are pleased to quote the Metal-Connected Wood Trusses for this project.

- A. Roof Loading: 25.0,8.0,0.0,7.0 Truss Gable Stud Spacing: 0.0 In. O.C. (Typ.)
- B. Lumber is Dry HFir/DFir 19% Moisture Content at time of manufacture.
- C. F.O.B. Jobsite plateline*, in bundles, within the limits of our equipment
*PLATE LINE DELIVERY REQUIREMENTS: Street access to site, plate can be safely reached with boom, contractor aids driver, contractor assumes responsibility should the truck get stuck or breaks concrete.
- D. Shop Drawings and Truss Engineering will be provided after receipt of signed Proposal and Purchase Agreement by authorized agent.
- E. Allow 10 working days for manufacturing after receipt of approved drawings.
- F. Hardware included with trusses:
 - #0 No Blocking
 - #01 No Hangers

100lb. snowload

GRAND TOTAL: \$4727.00

PURCHASER: We hereby propose to furnish labor and materials -- complete in accordance with the above specifications, for the sum of: **\$4727.00** with payment to be made as follows:

Terms: 1/2 down at time of order, balance due at time of delivery; or net 10th with approved credit.

All material is to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above estimate.

NOTE: This proposal contingent upon approval of credit. Backcharges are not allowed without prior written approval by The Truss Co.

This proposal may be withdrawn by us if not accepted within 5 days and delivered within 15 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Payment will be made as outlined above. I agree your liability on this order is limited to the amount paid to you and that there shall be no liability or claims made by me for incidental, consequential or delay damage claims of any kind.

In the event of any delinquency in my account, I authorize you to charge me 1 1/2% (18% annual rate) per month on any delinquent account balance, together with any attorney fees, costs and expenses incurred by The Truss Co. in collecting on any amount I owe to you.


theTRUSSCO Inc.

By: John D. Mark
Title: TRUSS DESIGNER

PURCHASER:

Accepted By: _____ Date: _____
Title: _____

ATTACHMENT H

29336 Airport Road Eugene, OR 97402  Phone: (541) 688-8671 Fax: (541) 688-0412	Phone Quote/Walk-In PH- FAX-	QUOTATION	
	CPU - City of Cordova CPU CPU - Eugene, OR	QUOTE # 26859Q ORDER # PAGE 1 DATE 12/01/14	
PROJECT: City of Cordova MODEL: 100# Snow Load TAG: LOT # SUBDIV:	Contact: Job Super: Name: Customer Phone: () - Fax:	Ordered By: Customer () -	Account No: 3100 Salesman: House Designer: JT P.O. Number:
Tentative Delivery Date: / /			

DELIVERY INSTRUCTIONS:



CUSTOMER NOTES: Samantha Greenwood

907-424-6233

planning@cityofcordova.net

Roof Loading: 25.0,8.0,0.0,7.0

Truss Gable Stud Spacing: 0.0 In. O.C. (Typ.)

Profile:	Qty:	Truss Id:	Span:	Truss Type:	Slope:	LOH	ROH
	2	A01GE 239 lbs.	40-00-00 2 X 6 2 X 4	OAH 07-09-13 GABLE	4.00 0.00	02-00-00	02-00-00
	29	A02 197 lbs.	40-00-00 2 X 6 2 X 4	OAH 07-09-13 DBL. FINK	4.00 0.00	02-00-00	02-00-00

31 Total Trusses

2 Total Designs

MISC. ITEMS @

Quantity:	Description:
0	#0 No Blocking
0	#01 No Hangers

Terms: Pre-Pay

My signature below indicates acceptance of all terms on the Product Proposal and Purchase Agreement. The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined on the Product Proposal and Purchase Agreement. In the event of any delinquency in my account, I authorize you to charge me 1 ½% (18% annual rate) per month on any delinquent account balance.

Accepted By: _____

Date: _____

GRAND TOTAL \$4727.00

29336 Airport Road
Eugene, OR 97402

theTRUSSco,inc.

PRODUCT PROPOSAL AND PURCHASE AGREEMENT

Phone: (541) 688-8671 Fax: (541) 688-0412

PROPOSAL SUBMITTED TO:		QUOTE# 26859A	DATE: 12/01/14
Phone Quote/Walk-In		JOB NAME: CPU - City of Cordova	
ATTN: Customer		STREET: CPU - Eugene	
STREET:		CITY: CPU	STATE: OR
CITY:		FAX:	PHONE:

We are pleased to quote the Metal-Connected Wood Trusses for this project.

- A. Roof Loading: 25.0,8.0,0.0,7.0 Truss Gable Stud Spacing: 0.0 In. O.C. (Typ.)
- B. Lumber is Dry HFir/DFir 19% Moisture Content at time of manufacture.
- C. F.O.B. Jobsite plateline*, in bundles, within the limits of our equipment
*PLATE LINE DELIVERY REQUIREMENTS: Street access to site, plate can be safely reached with boom, contractor aids driver, contractor assumes responsibility should the truck get stuck or breaks concrete.
- D. Shop Drawings and Truss Engineering will be provided after receipt of signed Proposal and Purchase Agreement by authorized agent.
- E. Allow 10 working days for manufacturing after receipt of approved drawings.
- F. Hardware included with trusses:
 - #0 No Blocking
 - #01 No Hangers

150lb. Snowload

GRAND TOTAL: \$6776.00

PURCHASER: We hereby propose to furnish labor and materials -- complete in accordance with the above specifications, for the sum of: **\$6776.00** with payment to be made as follows:

Terms: 1/2 down at time of order, balance due at time of delivery; or net 10th with approved credit.

All material is to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above estimate.

NOTE: This proposal contingent upon approval of credit. Backcharges are not allowed without prior written approval by The Truss Co.

This proposal may be withdrawn by us if not accepted within 5 days and delivered within 15 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Payment will be made as outlined above. I agree your liability on this order is limited to the amount paid to you and that there shall be no liability or claims made by me for incidental, consequential or delay damage claims of any kind.

In the event of any delinquency in my account, I authorize you to charge me 1 1/2% (18% annual rate) per month on any delinquent account balance, together with any attorney fees, costs and expenses incurred by The Truss Co. in collecting on any amount I owe to you.


theTRUSSCO Inc.

By: John D. Mankin
Title: TRUSS DESIGNER

PURCHASER:

Accepted By: _____ Date: _____
Title: _____

ATTACHMENT H

29336 Airport Road Eugene, OR 97402  Phone: (541) 688-8671 Fax: (541) 688-0412	Phone Quote/Walk-In PH- FAX-		QUOTATION	
	CPU - City of Cordova CPU - Eugene CPU, OR		QUOTE # 26859A ORDER # PAGE 1 DATE 12/01/14	
PROJECT: City of Cordova MODEL: 150# Snow Load TAG: LOT # SUBDIV:	Contact: Name: Customer Phone: () - Fax:	Job Super: Customer () -	Ordered By: Customer () -	Account No: 3100 Salesman: House Designer: JT P.O. Number:
Tentative Delivery Date: / /				

DELIVERY INSTRUCTIONS:



CUSTOMER NOTES: Samantha Greenwood

907-424-6233

planning@cityofcordova.net

Roof Loading: 25.0,8.0,0.0,7.0

Truss Gable Stud Spacing: 0.0 In. O.C. (Typ.)

Profile:	Qty:	Truss Id:	Span:	Truss Type:	Slope:	LOH	ROH
	2	A01GE 307 lbs.	40-00-00 2 X 8 2 X 6	OAH 07-11-10 GABLE	4.00 0.00	02-00-00	02-00-00
	29	A02 266 lbs.	40-00-00 2 X 8 2 X 6	OAH 07-11-10 DBL. FINK	4.00 0.00	02-00-00	02-00-00

31 Total Trusses

2 Total Designs

MISC. ITEMS @

Quantity: Description:
 0 #0 No Blocking
 0 #01 No Hangers

Terms: Pre-Pay

My signature below indicates acceptance of all terms on the Product Proposal and Purchase Agreement. The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined on the Product Proposal and Purchase Agreement. In the event of any delinquency in my account, I authorize you to charge me 1 ½% (18% annual rate) per month on any delinquent account balance.

Accepted By: _____

Date: _____

GRAND TOTAL \$6776.00

Excerpt from Minutes of 12/9/14 Planning Commission Regular Meeting**e. Snow Load Discussion**

Bailer said that they brought this back because he started doing commercial buildings and they realized there was a much larger cost. **Pegau** said that he has looked at everything and he keeps going back to the analysis that was prepared for them. He recognizes that it will increase the costs fairly significantly, but he thinks it's important to go to the safest buildings that they can. **Reggiani** said he would echo **Pegau's** comments. Moving the ground snow load from 100 to 150 pounds seemed to be reasonable and consistent with the municipalities around Cordova. He doesn't see any compelling reason to change it back. **Baenen** said that he felt there were no issues in that there were no buildings that collapsed due to the snow load; like the engineer wrote in the report, most of the buildings had other issues that caused them to collapse. It is a pretty significant cost with 50% more for the trusses, and the concrete foundation will cost more. He thinks that this was hastily done and that there doesn't need to be the 150 pound ground snow load.

McGann said that he is speaking only in regards to residential construction. He voted for the increase and he has regretted it ever since because it takes away people's ability to design prescriptively. A house is not a complicated structure, they should be able to just follow the code and do it by prescription. When you start having to bring in engineers; they don't need that level of complexion. **Roemhildt** said that a 5/12 roof seems like it would shed snow fine. **Greenwood** said that he is torn. He would be willing to have it back as an action item. **Reggiani** asked if there was a difference between residential and commercial snow loads. **S. Greenwood** said that both the IRC and the IBC have 100 pound ground snow load. **Bailer** added that the slope of the roof factors into the snow load. **Greenwood** said there was a difference between ground snow load and roof load. **Baenen** explained that the costs extrapolate through the whole building, the trusses are 50% more, and the foundation is 50% more. **Pegau** said that he thinks they need to go back and look at the analysis and he thinks there getting cheap at the cost of people's safety. **McGann** said that if you reach the 150 pound load, you can shovel. **Bailer** said that they are not putting anyone at risk. **S. Greenwood** clarified with the commission that these changes would be incorporated into the changes to the Building Code chapter in the City Code rather than doing it prior to all of their changes.

**CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 15-09**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA, ALASKA, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA TO AMEND SUBSECTION 16.15.2305(d) OF THE CORDOVA MUNICIPAL CODE IN ORDER TO REDUCE THE GROUND SNOW LOAD REQUIREMENT FROM 150 POUNDS PER SQUARE FOOT TO 100 POUNDS PER SQUARE FOOT

WHEREAS, the Planning Commission has determined that the financial costs are significant for meeting the ground snow load of 150 pounds per square foot; and

WHEREAS, the Planning Commission has determined that a ground snow load of 100 pounds per square foot is sufficient enough to ensure structural stability for the conditions in the City of Cordova ; and

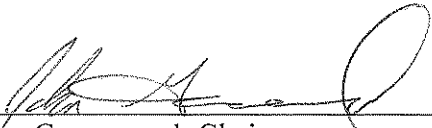
WHEREAS, the 2009 International Building Code requires a ground snow load of 100 pounds per square foot; and

WHEREAS, the Planning Commission has determined that the proposed amendments are in accordance with the purpose of Title 18; and

WHEREAS, the Planning Commission recommend to City Council to accept the proposed amendments.

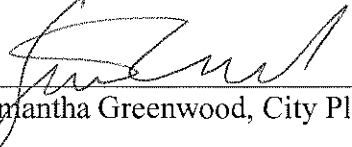
NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend to the City Council of the City of Cordova, Alaska to amend Subsection 16.15.2305(d) of the Cordova Municipal Code in order to reduce the ground snow load requirement from 150 pounds per square foot to 100 pounds per square foot.

PASSED AND APPROVED THIS 9TH DAY OF JUNE, 2015



John Greenwood, Chair

ATTEST:



Samantha Greenwood, City Planner

**CITY COUNCIL PUBLIC HEARING
JUNE 03, 2015 @ 6:45 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council public hearing to order at 6:47 pm on June 03, 2015, in the Library Meeting Room.

B. ROLL CALL

Present for roll call were **Mayor James Kacsh** and Council members **Kristin Carpenter**, **Tom Bailer** and **Dave Reggiani**. Council member **Tim Joyce** was present via teleconference. Council member **Robert Beedle** arrived at 6:58 pm. Council members **Josh Hallquist** and **James Burton** were absent. Also present was City Clerk **Susan Bourgeois**.

C. PUBLIC HEARING

1. Ordinance 1129 An ordinance of the City Council of the City of Cordova, Alaska, amending section 5.40.030 C, 5.40.030 D and 5.40.030 BB of the Cordova Municipal Code regarding exemptions from sales tax

2. Resolution 06-15-28 A resolution of the City Council of the City of Cordova, Alaska, setting the mill rate for the 2015 tax year

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

M/Bailer S/Reggiani to recess the public hearing until 6:59 pm.

Hearing no objection, the Public Hearing was recessed until 6:59 pm.

At 7:01 pm **Mayor Kacsh** called the public hearing back to order and asked if there was any further public comment. There was none.

D. ADJOURNMENT

M/Reggiani S/Bailer to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 7:02 pm.

Approved: June 17, 2015

Attest: _____

Susan Bourgeois, City Clerk

**CITY COUNCIL REGULAR MEETING
JUNE 03, 2015 @ 7:00 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Regular Meeting to order at 7:02 pm on June 03, 2015, in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor James Kacsh led the audience in the Pledge of Allegiance.

C. ROLL CALL

Present for roll call were **Mayor Kacsh** and Council members **Kristin Carpenter, Tom Bailer, Robert Beedle** and **Dave Reggiani**. Council member **Tim Joyce** was present via teleconference. Council members **Josh Hallquist** and **James Burton** were absent. **Burton** arrived via teleconference later in the meeting to vote on several items. Also present was City Clerk **Susan Bourgeois**.

D. APPROVAL OF REGULAR AGENDA

M/Reggiani S/Bailer to approve the Regular Agenda.

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

E. DISCLOSURES OF CONFLICTS OF INTEREST - none

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speaker

a. **Dr. Gabriel Wolken** Climate and Cryosphere Hazards Program, AK Division of Geological & Geophysical Surveys – report on snow and ice research and the high-elevation weather station in the Scott Glacier catchment. His report culminated in a request for the City to partner with his research by maybe offering financial or in-kind assistance (annual costs to maintain the equipment at Scott glacier is estimated to be \$5,000). **Paul Kelly**, CEO of Cordova Telephone Coop, was in the audience and mentioned that the Coop uses helicopters very often and they would probably be able to assist him as far as getting the researchers out to their site for maintenance, data collection, etc. **Mayor Kacsh** and the Council thanked **Dr. Wolken** for his work and report to them.

b. **Dr. Jerome Montague**, Alaskan Command – reporting on “Northern Edge – 2015” military training exercise in the Gulf of Alaska. Three representatives reported to Council. **Captain Ray Hesser, Commander Joan Malik** and **Dr. Montague**. There had been a community forum earlier in the evening and they were able to answer questions from the public. The three talked of the importance for the Navy to conduct such an exercise and how the EIS allows for a certain amount of ordnance usage but in fact they will be using a much smaller amount less than 20% of some and less than 10% of others. They stressed that the Navy is striving to minimize environmental impacts.

2. Audience comments regarding agenda items

Alexis Cooper of CDFU, showed an illustration she put together of the TMAA (temporary maritime activities area) and its proximity to the commercial fisheries in the area. She added in some of the value of the fishing in the area too – halibut, sablefish, rockfish, etc... She said it is very representative of the value of that area, economically to Alaska.

Emily Stolarcyk, program manager for EPC said that NMFS disagreed with the Navy as far as no significant impacts. They made 4 conservation recommendations and the Navy is only fully complying with one of those. She thought as far as compromise it would not be unreasonable to suggest a different time of year and a different location for these activities.

Paul Kelly said he and his wife **Linda** are continuing to try to invest in Cordova. He urged Council to approve sale of a substandard lot to him to expand his business, Bayside Storage.

Mikal Berry of Boardwalk Way in Cordova said that she believes the Navy not following recommendations of NMFS makes the timing and location of the Northern Edge exercises as much of a threat to our ecosystem's and species mortality as any threat to our national security.

Ellen Americus of 602 Spruce thanked the Navy for all they do for our security and she thanked them for coming to hear our concerns. She also said the timing and location pose a threat to fish populations.

Belle Mickelson of 206 Lake Avenue said that the fishermen here are feeding the world. There are people all over depending on these fish. She said we didn't have a choice with the oil spill but we have a choice here. She wished the effort could be moved way off shore.

Kara Johnson resident of Cordova said she is also a marine mammologist and an oceanographer – she's upset that it is being done in such a vital habitat that is our backyard but also an important migratory passage for fish that travel through this area destined for all parts of Alaska.

Carol Hoover 5.5 Mile Loop Road said that we have to be thinking toward the next EIS which is 2016-2020. She thanked the City Council for their Resolution and she told them that it sounds like the community is standing behind you.

Sandra King 511 Fourth Street said it is too much of an unknown about the repercussions she doesn't want this happening here.

Dune Lankard 5.5 Mile Loop Road said it is too sensitive of an environment. He said when it comes to mitigation, he says just don't do it at all. He said he'd like to see a billion dollar mitigation fund setup to remedy later what they are about to destroy. He asked Council to hold firm on their resolution.

Skip Mallory spoke to Council in support of the Blackler proposal on the North Fill for a maintenance building. He said he is about to do a \$100K paint job that he will have to go to Seward or Seattle for. The building would allow him to do that here in the future.

Cathy Long of 308 Railroad Row voiced support for the Bayside Storage proposal. She also thought the Navy exercise should be later on in the year and farther off shore.

Jerry Blackler of 921 Center Drive hopes that his proposal is favorable tonight.

David Blount of Whitshed Rd. said that he believes that the training exercise at the time and location chosen will be detrimental if not disastrous to our fisheries.

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

Beedle reported that there hasn't been a recent meeting.

Carpenter reported for the HSB: she mentioned that **Sean McCallister** was here tonight and we have the Providence consulting agreement to look at later tonight. She also said there was one proposal received regarding the RFP for management services – that will be before you soon. **Mayor Kacsh** added that at the next meeting he would be putting forward something on changing code toward different governance model.

Bailer said that P&Z has a few items on tonight's agenda.

Barb Jewell, president of the School Board, mentioned that they had a brief meeting to ratify the teacher's contracts. It is only a one year contract – things don't look very positive for 2016 and 2017. The new superintendent is coming to town, will start work on July 1.

G. APPROVAL OF CONSENT CALENDAR

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

4. Ordinance 1129 An ordinance of the City Council of the City of Cordova, Alaska, amending section 5.40.030 C, 5.40.030 D and 5.40.030 BB of the Cordova Municipal Code regarding exemptions from sales tax – 2nd reading

5. Resolution 06-15-29 A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of Tract B-2 of Pebo Subdivision

6. Resolution 06-15-30 A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of 'Subdivision of US Survey 901'

7. Authorization of exceptional use permit for alcohol consumption – Copper River Wild Salmon Festival July 17-18, 2015 at Mt. Eyak and/or Bidarki Rec Center

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

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

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

H. APPROVAL OF MINUTES

M/Bailer S/Carpenter to approve the minutes.

10. 05-06-15 Regular Meeting Minutes

11. 05-20-15 Regular Meeting Minutes

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

I. CONSIDERATION OF BIDS - none

J. REPORTS OF OFFICERS

12. Mayor's Report – **Mayor Kacsh** said he has had meetings recently regarding the northern edge training exercise and he spoke to the Governor's office as well. Tonight was the community meeting he put together so the Alaskan Command could speak with people about the exercise.

13. Manager's Report – **Mayor Kacsh** reported that **Robertson** had to take off unexpectedly for personal reasons.

a. Cordova Center update report – including financial summary

Rich Rogers said that one window is in, six or seven are being prepped. A lot of finish work going on now in the main entryway. The Otis rep will be here Friday to start the elevator install. April pay request has been approved – the May request is in, just over \$1 million. We are up to 151 RFIs – two came in recently, submittals are current. **Sherman** reported that the financial update is in the packet, the EDA funds are not viable at this time. The capital campaign had two very generous donations recently: **Chris Fejes** of Fejes and Associates, the City's Insurance Broker donated \$15 thousand and Shoreside Petroleum pledged \$40 thousand. So, we are up to \$388,066. We are providing special tours this weekend for Copper River Nouveau guests.

b. City Financial report – **Stavig** said this is just the usual update, he said sales tax seems to be tracking on budget and he has heard from the state that Timber Receipts payment is forthcoming and it should be comparable to the budgeted amount – good news. **Joyce** asked **Stavig**, as a prelude to the agenda item upcoming setting the mill rate, if we are tracking on budget for the year because of some of the shortfalls we know that the state won't be funding. **Stavig** said the only one is the jails operations funding which will affect only FY16 (second 6 months of our budget).

14. City Clerk's Report – **Bourgeois** said she has caught up on regular meeting minutes as there are 2 sets in tonight's packet. She will try hard to remain caught up for at least another month.

K. CORRESPONDENCE

15. Letter from Masolini supporting Blackler Boat Maintenance Building Proposal

16. Letter from Maxwell supporting Bayside Storage Proposal

17. Letter from Northern Lights Electrical supporting Bayside Storage Proposal

L. ORDINANCES AND RESOLUTIONS

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

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

Beedle opined that at the last meeting we deleted the .060 part of the ordinance, then somehow we amended the .060 portion, so he is not certain that this is what should be before them. **Bourgeois** agreed that it was handled in a roundabout way last time, however, she is certain that what is before them tonight, was in fact the intent of the 2 amending votes that occurred at the May 20 meeting. She asked **Beedle** why he didn't comment on this as it was occurring last time and /or why he didn't try to edit the minutes in this packet which clearly describe the votes and how it occurred on May 20. He said he apologized, he had been out fishing and didn't read the packet thoroughly. **Bourgeois** said she stands by this ordinance in front of them tonight, if they so choose, they could prolong this by scrapping the whole thing and starting over.

Joyce said that what we have before us tonight is a substitute ordinance, and that is what we should be discussing. **Beedle** said it is not what should be before us now, so he refused to amend it. There was further, lengthy discussion and Council attempted to appease **Beedle** by offering an amendment now...

M/Bailer S/Reggiani to amend Substitute Ordinance 1126 by removing the .060 part of the ordinance.

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

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

M/Reggiani S/Bailer to recess for 5 minutes at 8:57.

With no objection the meeting was recessed.

Council member Burton joined the meeting via teleconference.

19. Resolution 06-15-28 A resolution of the City Council of the City of Cordova, Alaska, setting the mill rate for the 2015 tax year.

M/Reggiani S/Bailer Resolution 06-15-28 A resolution of the City Council of the City of Cordova, Alaska, setting the mill rate for the 2015 tax year at **11.53 mills**.

Reggiani said that the mill rate is simply a multiplier – this **11.53** gets us closest to the budgeted amount. **Joyce** agreed. **Beedle** said this is a reduction of half a mill – will property owners then see a decrease in their property tax bill. **Bourgeois** said with an assessed value increase of approximately 5% on residential buildings, it would be difficult to determine – each case could be a little different. She figured it would be close to a wash – i.e. the mill rate decrease but the assessed value increase would produce tax amounts similar to last year. **Burton** agreed with this mill rate. **Carpenter** opined that with possibilities of revenue shortfalls, she would be ok to stay with the current mill rate to have a bit of a buffer. **Reggiani** said he would agree that his initial feeling was to stay with last year's mill rate but for him, tonight, **Stavig's** report that he doesn't see any shortfalls was the deciding factor. **Bailer** said this will ensure that we keep to within our budget the rest of the year.

Vote on motion: 5 yeas, 1 nay, 1 absent. Beedle-yes; Carpenter-no; Burton-yes; Hallquist-absent; Bailer-yes; Reggiani-yes and Joyce-yes. Motion was approved.

M. UNFINISHED BUSINESS

20. Council action on PWSSC request for reimbursement

M/Bailer S/Reggiani to reimburse the PWSSC as per their written request.

Joyce said that for the record, we were in negotiations with the Science Center for quite a while on that piece of land and we incurred Attorney fees and other costs associated with that. He believes we have spent far and away more than they have on the engineering bill they are requesting so he is not in favor of the reimbursement. **Burton** echoed **Joyce's** comments, says he looks at this like earnest money and is not in favor of reimbursement.

Vote on motion: 1 yea, 5 nays, 1 absent. Reggiani-no; Hallquist-absent; Beedle-no; Carpenter-yes; Joyce-no; Bailer-no and Burton-no. Motion failed.

21. Council action on Disposal of Lot 4A, Block 5, NFDPA Addn #2

M/Bailer S/Joyce to award the disposal of Lot 4A, Block 5, NFDPA Addn #2 to Bayside Storage.

Bailer said if you read the memo and recommendations from P&Z, he'll stick with that. **Joyce** said he will support the motion, he saw a few letters in support in the packet and he thought **Mr. Kelly** made some good points tonight. He said he learned this evening that there are some people employed by using storage lockers there – run their businesses out of there. **Reggiani** asked about criteria. **Bailer** said, no we never added criteria. City Planner **Greenwood** said, what Council did was change the weighted value of the criteria that Planning and Zoning uses. **Bailer** agreed. **Bailer** said that last time five proposals came in for this lot and all were denied – for consistency we should do so again. **Mayor Kacsh** opined that he thinks it's a valid proposal. **Burton** said he is not in a hurry to sell more City land.

Vote on motion: 1 yea, 5 nays, 1 absent. Joyce-yes; Burton-no; Beedle-no; Reggiani-no; Carpenter-no; Hallquist-absent; Bailer-no and. Motion failed.

22. Council action on Disposal of Lot 13, Block 12, Original Townsite

M/Bailer S/Reggiani to award the disposal with special conditions to Joe Arvidson of Lot 13, Block 12, Original Townsite.

Bailer said P&Z looked at this closely and the special conditions make a lot of sense – removing the lot line and addressing the drainage. **Joyce** agreed. **Greenwood** wanted to ensure that Council understood that this would not have performance on it so it would be a straight sale – not a lease/option. Council understood, because it was just land, not a building, therefore, no performance was necessary albeit the special conditions still need to be met.

Vote on motion: 6 yeas, 0 nays, 1 absent. Beedle-yes; Joyce-yes; Hallquist-absent; Bailer-yes; Carpenter-yes; Burton-yes and Reggiani-yes. Motion was approved

23. Council action on Disposal of Tract 1A, Ocean Dock, Addn #2

M/Bailer S/Reggiani to award the disposal to Alpine Diesel for a portion of Tract 1A, Ocean Dock, Addn #2.

Bailer said he supports this. **Joyce** said we already have issues with boats being on a waiting list for haul out and now if we sell this land we'll have even less room for boats. **Burton** said that boats will go inside this building, it will not be taking up more space. **Burton** said the Harbor Commission, Planning and Zoning as well as Harbor Master and City Harbor staff have all vetted this and are good with this – he supports this too.

Vote on motion: 6 yeas, 0 nays, 1 absent. Carpenter-yes; Beedle-yes; Joyce-yes; Bailer-yes; Burton-yes; Reggiani-yes and Hallquist-absent. Motion was approved

N. NEW & MISCELLANEOUS BUSINESS

24. Providence Health & Services Alaska draft CCMC consulting agreement

M/Carpenter S/Joyce to direct the City Manager and the CCMC acting administrator to negotiate this draft contract with Providence Health and Services Alaska for consulting services at CCMC.

Carpenter asked **Sean McCallister** if he wanted to make a few comments. **McCallister** said that the contract is pretty rough – he's like to discuss some of the salient points, including a dollar amount to be inserted. He said they made the term for one year. The termination clause would be 30 days for either party. There are 2 buckets of services, administrative and staffing support services. The administrative would be between \$50 - \$75 thousand per year and staffing support would be an hourly rate with associated travel costs.

Reggiani thanked **McCallister** and told him that we had the election to change the charter and now we have some work to do, to get organized and then know where we want to go with hospital governance. Also, we released an RFP – so there is still that to consider. **Reggiani** asked if there has to be a formal agreement – especially if Providence just helps us out for a few months. **McCallister** said he definitely thinks there needs to be an agreement because the management agreement expires in a couple of months. **Reggiani** asked the exact date – **McCallister** said mid to third week of July or so. **Reggiani** said he just feels awkward because they still have the results of the RFP to look at; seems like not time-sensitive right now. **Carpenter** said we talked about this consulting agreement, because it was meant to be more of a transition. She doesn't believe

it is directly comparable to the QHR proposal that we received. **Mayor Kacsh** said **Reggiani** may have missed the meeting when Council asked for something like this to come forward to fill the gap – which is why it is here tonight.

M/Reggiani S/Bailer to refer to staff so we can schedule a time to look at the proposals to the RFP and this draft, together.

Vote on motion: 6 yeas, 0 nays, 1 absent. Beedle-yes; Hallquist-absent; Burton-yes; Joyce-yes; Carpenter-yes; Bailer-yes and Reggiani-yes. Motion was approved

25. Review of City Clerk applicants – possible interview scheduling

Council decided to set up a special meeting for noon next week to go over these applications and come up with a plan for first round – telephonic interviews.

Bailer suggested discussing this next item during pending agenda since there are no applications in front of us – maybe we can setup a special meeting. **Reggiani** agreed with **Bailer** but thought we could at least talk about the process tonight. **Carpenter** said there are some candidates that are obviously more qualified so she would advocate for doing some paper screening. **Joyce** said he would agree and he sees that there are a couple in here that he would advocate interviewing and see where that shakes out – we could then go from there. **Beedle** said he agrees with **Bailer** – he’s been out fishing and he hasn’t been able to read the emails – he has no idea who the applicants are, the qualifications. **Joyce** asked if the Clerk could assemble the questions that have been used previously – **Bailer** also asked specifically for the types of questions that they are not allowed to ask – since he hasn’t had to do this yet. Human Resources Director, **Cindy Appleton** was present and she said she was a bit disappointed because she thought tonight would be the paring down to a top 3 or 4 and then she could start scheduling interviews. She has been emailing Council the applications as they come in in hopes that they had all been read and gone through; in hopes that tonight they would come prepared. She brought 3 sets of copies in case anyone wanted to refresh their memories; she said time is of the essence, **Bourgeois** is gone in one month. It was decided that Council would email **Appleton** with their top 3 or 4 candidates by Friday at noon and then get together again for a special meeting or a work session to discuss the process.

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

Tuesday (**June 9** at noon) – Council opted for the Special meeting for Clerk candidates review

Council scheduled a 5pm work session previous to the next meeting – on **June 17** – to discuss the QHR proposal as well as the Providence proposal

O. AUDIENCE PARTICIPATION - none

P. COUNCIL COMMENTS

20. Council Comments

Carpenter thanked the Navy representatives for coming tonight. Also, thanked **McCallister**.

Beedle said ditto to that and thanked **Appleton** for her hard work.

Q. EXECUTIVE SESSION

R. ADJOURNMENT

M/Beedle S/Bailer to adjourn. Hearing no objections the meeting was adjourned at 10:20 pm.

Approved: June 17, 2015

Attest: _____

Susan Bourgeois, CMC, City Clerk



City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6200
Fax: (907) 424-6000
Email: citymanager@cityofcordova.net
Web: www.cityofcordova.net

CITY OF CORDOVA

Office of City Manager

June 10, 2015

Memo to City Council

Re: ITB #15-02 Paving Contractor for \$2M Street Paving Bond Project

CMC 5.12.040 "Council approval of contracts":

Twenty-five thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

- A. The identity of the contractor:** bids open 11June; most likely Wilson, Eagle, or Harris
- B. The contract price:** TBD, with expected range \$600K to \$1M
- C. The nature and quantity of the performance that the city shall receive under the contract:** Contractor shall demo the existing roads, install new drainage structures, place and compact new drainage/base course, and pave 2,600 linear feet of Nicholoff Way and Harbor Loop per plans and specifications in ITB #15-02.
- D. The time for performance under the contract:** start on/about 18Jun2015 and conclude not later than 30Sep2015.

ITB #15-02 was advertised on 15May15 and XX bids were received on 11Jun15. AAA bid was \$aaa,000 and the BBB bid was \$bbb,000. Per para 5.12.120, the "lowest responsive and responsible bidder" has been identified as _____.

I recommend the City Manager be authorized by Council to negotiate a contract with _____ to execute Cordova City Streets Improvements Phase I as set forth in ITB #15-02 for a total contract price not to exceed \$XXX,000.00.

Recommended action: Voice Vote. "I move to direct the City Manager to negotiate a contract with _____ to provide construction services per ITB #15-02 for a sum not to exceed XXX thousand dollars and zero cents (\$XXX,000.00)."

Randy Robertson
City Manager

City of Cordova
Fiscal Note

Date: 06/10/2015

Agenda Date: 06/17/2015

Amount: approx. \$XXX,000.00	Subject: Paving Contractor / Cordova City Streets Improvements Phase I
Fiscal Impact: Yes	
Budgeted: Yes, \$2,000,000.00	Resolution/Ordinance # n/a
From Account#: Stand Alone Bond	
To Account#: Stand Alone Bond	
Prepared by: R. Rogers	

Expenditures	FY 2015	FY 2016	FY 2017
Contractual	\$XXX,000.00	\$XXX,000.00	\$ 00.00
Supplies			
Equipment			
Design	\$130,000.00	\$129,000.00	\$00.00
Land/Structure			
Grants			
Chip Seal	\$60,000.00	\$00.00	\$00.00
	FY 2015	FY 2016	FY 2017
Revenue			
Funding Source	FY 2015	FY 2016	FY 2017
General Fund Reserve			
(budgeted annually)			
\$2M Bond Street Paving (November 2014)	\$2,000,000.00	\$00.00	\$00.00

Additional Information

For construction during July, August, and early September to demo the old road surfaces, reconstruct drainage structures along Nicholoff Way and Harbor Loop Road, and then pave a 24' wide travelled way with additional 2' wide valley gutters at each shoulder. Bids to be opened 11June with recommendation to Council on 17June15. Phase II Paving will be bid in early 2016 with remaining funds applied to Railroad Ave, Water St, 2nd St, and Adams Avenue drainage and paving.



10 June 2015

Cordova Center Progress Update

SCHEDULE

- Currently Windows, Casework, Elevator, Ceiling Grid, Flooring, Mech Trim out
- 20 June Start Kitchen Equipment Install
- 18 July Substantial Completion
- Aug / Sep Move In
- 30Sep-02Oct Host State Conference

CONSTRUCTION

- See Weston's Weekly Construction Update (emailed out every Thursday)
- 10 Windows have been installed
- To 01 June: 211 days / 240 days = 87% time spent.....\$6.86.0M / \$10M = 69% money spent
- Pay Request #7 (May) under review at \$1M
- Yet to invoice for windows, cabinetry, lights, railings, elevator
- Submittals are current. 153 RFIs submitted with 2 open/pending
- Watch List: elevator install, window install, civil site design, exterior stair final design, review of finishes, electric progress
- Windows for sale: 50 units, mostly de-glazed, advertised in Cordova Times, ADN, Craigslist; bids due June 12th

CAPITAL CAMPAIGN

As of June 10, 2015

2014-15 Cordova Center Capital Campaign

Total Cash Donations received 2014 & 2015	\$ 298,005
<i>Individuals (150+)</i>	<i>129,754</i>
<i>Businesses & Corporations (24)</i>	<i>219,700</i>
<i>Non-profits/groups (8)</i>	<i>24,411</i>
Total Pledges (19) to receive by 9/30/2015	\$ 75,860
Total in-kind donations	\$ 23,000
TOTAL Pledges, Cash & in-kind Donations 2014-15	\$ 396,866

CORDOVA CENTER COMMITTEE

- Grand Opening Date has been selected and is set for Friday, November 6th. A 'save-the-date' postcard will be created by the committee and sent out by June 15.
- The Committee reviewed the draft fee schedule for the Cordova Center and will be preparing that document for City Council's review and adoption in the future.

--- end of memo ---

Cordova Center Project - Financial Summary

Updated June 2015

#1 Funding Sources

Economic Development Administration	\$200,000	2002 awarded
Federal Financial Assistance Grant	\$300,000	2002 awarded
EVOS Trustee Council	\$7,203,749	2008 awarded + interest
Congressional appropriation	\$2,488,100	2000-2004 awarded
Alaska Legislative appropriation	\$10,525,000	2004, 2009, 2011, 2014, 2015
Governor's Capital Budget	\$1,000,000	received 2005
City of Cordova land purchase	\$365,000	2005, 2009
City of Cordova appropriation	\$1,500,000	received 2005
City of Cordova match to EDA grant	\$85,000	2002 awarded
Local events and individuals	\$24,112	through 2009
Municipal Bond	\$3,000,000	awarded June 2015
Capital Campaign to date	\$298,005	6.9.15
TOTAL income through 2015	\$26,988,966	

#2 Funds - Secured and Pending

Secured Remaining		
EVOS Trustee Council	\$0	
DCCED FY 15 Appropriation	\$0	
Municipal Bond	\$2,480,400	
Capital Campaign To Date	\$298,005	
Total Secured Remaining	\$2,778,405	
Pending		
In-Kind	\$23,000	In-Kind
EVOS Trustee Council	\$1,500,000	awarded for construction
Rasmuson Foundation	\$750,000	Top Off Grant/Must match
Capital Campaign Pledges	\$75,860	To Be Received by 9/2015
Total Pending	\$2,348,860	
Total Income Secured & Pending	\$5,127,265	

#3 Funds - Anticipated Sources

Other Sources	
Capital Campaign	\$505,335
EDA	\$0
TOTAL	\$505,335

#4 Expenses - Actual Paid

Pre-Construction	\$1,040,456
Phase I construction	\$15,084,590
Phase II construction to date	\$5,692,392
TOTAL expenses to date	\$21,817,438

#5 Expenses - Phase II Remaining

Phase II Construction	\$4,304,608	
Design Team Consultation: Phase II	\$313,487	Reduced from \$355,493
CoC Administration	\$67,687	Reduced from \$100,649
Professional Services	\$6,863	Reduced from \$44,038
Contingency 7% of construction costs	\$682,801	
1% for Art	\$110,000	Reduced from \$235,000
Furniture, Fixtures & Equipment	\$350,000	
TOTAL Expenses Phase II	\$5,835,446	

SUMMARY As of June 9, 2015

Income now available for Phase II expenses	\$5,127,265
Income Anticipated	\$505,335
Total Revenues	\$5,632,600
Est. Expenses for Phase II construction	\$4,304,608
Est. Expenses for other items (listed above)	\$1,530,838
Total Expenses	\$5,835,446

Overage/Shortage

(\$202,846)



Cordova Center Project Addendum to Financial Summary

Update June 9, 2015

- Includes construction costs from DCI for Pay Aps #1-6; other associated costs; includes Capital Campaign updates. REA costs are captured in Phase I; legal costs for REA were not reimbursable and were paid by City funds.

Funds – Secured and Pending

- **EVOS Trustee Council:** Remainder of original \$7million plus interest.
- **DCCED FY15 Appropriation:** Remainder of FY15 \$4 million.
- **Municipal Bond:** Proceeds received June 4, 2015.
- **Lynden:** This is an in-kind donation for freight. Dawson will acknowledge once used.
- **EVOS Trustee Council:** Pending Governor's Signature of Budget.
- **Rasmuson Foundation:** Pending Successful Capital Campaign Match.
- **Capital Campaign Pledges:** Cash secured through Campaign to date.

Funds - Anticipated Sources

- **Foundations:** Rasmuson Foundation awarded November 20, 2014. MJ Murdock Charitable Trust proposal has now been submitted but is specifically for the museum exhibits. ***Neither the Murdock Trust request nor the museum exhibit costs are included in this financial summary.*** The museum exhibit work is being held within the Cordova Historical Society's realm. Continuing searches for additional foundation grants or awards for theaters and libraries.
- **Capital Campaign:** The Capital Campaign is under the auspices of the Cordova Center Committee which meets weekly in the library meeting room. Wednesdays at 3:00pm

Expenses- Phase II Remaining

- **CoC Administration:** This budget line includes costs incurred within the Capital Campaign and preparations for opening the facility.
- **Professional Services** represent Consultants, Publicity and Legal Services.
- **Project Consultation and Management** reflects remaining costs for Construction oversight to MRV.
- **Contingency** is the City's line item for potential changes in construction costs.
- **1% for Art** reflects the funds dedicated to placing art within the facility.
- **Furnishings, Fixtures & Equipment:** Staff is continuing to fine tune numbers for furnishings and equipment.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Revenue

TAX DIVISION
Anchorage Office
550 W 7th Ave Ste 500
Anchorage AK 99501-3555
Main: 907.269.6620
www.tax.alaska.gov

June 1, 2015

The Honorable Jim Kacsh
Mayor, City of Cordova
PO Box 1210
Cordova, AK 99574

RE: Tax Year 2015 Certified AS 43.56 Oil and Gas Property Assessment Roll

Dear Mayor Kacsh:

As provided by AS 43.56.135, please consider this letter notification of the 2015 tax year certified assessed values for your jurisdiction.

The total City of Cordova certified assessed value is: **\$10,857,140**

I have mailed to your City Manager a copy of the certified 2015 assessment roll for oil and gas property located in your jurisdiction.

Sincerely,

A handwritten signature in blue ink, appearing to read "James H. Greeley Jr.".

James H. Greeley Jr.
State Petroleum Property Assessor

cc: Randy Robertson, City Manager

Susan Bourgeois

From: Diana R <dianariedel@hotmail.com>
Sent: Thursday, June 11, 2015 12:17 AM
To: Susan Bourgeois
Subject: plastic bags

Dear City Council,

I've noticed there has been a movement to switch to reusable bags . I fully support this and think this is a great idea. However I must admit I rarely remember to grab my reusable bag. I want to remember, and want to make this change, however just having a plastic bag provided for you all the time with no consequence is just too easy.

When I was out of town this winter visiting my parents I noticed all the stores have a \$.05 tax on each plastic bags. Reusable bags and paper bags are free of charge. I also noticed I rarely used plastic bags over there. My mom always has her reusable bags in the trunk of her car.

\$.05 per bag isn't a huge tax, but it is enough to give people an incentive to make the change, that they otherwise might be too busy or in too much of a hurry to make, myself included.

I would love to see this plastic bag tax here in Cordova. Especially if the money earned went towards something like our bailer or other recycling efforts.

After writing this letter I will definitely make more of an effort to use the awesome bags the chamber has provided here in town. But if I do forget, I would be happy to pay a tax that went towards a charity or other service that could benefit our community.

Thank you for taking the time to read this letter and I am very happy to see changes like this being made for our environment.

Diana Rae Riedel www.dineegafurs.com



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Natural Resources

DIVISION OF OIL & GAS

550 W. 7th Avenue Suite 1100
Anchorage, Alaska 99501-3563
Main: 907.269.8800
Fax: 907.269.8939

May 21, 2015

RECEIVED

MAY 26 2015

City of Cordova

REQUEST FOR AGENCY INFORMATION

Proposed Oil and Gas Exploration in the Gulf of Alaska Area

The Alaska Department of Natural Resources, Division of Oil and Gas (DO&G) has received an application for oil and gas exploration in the Gulf of Alaska area, and is gathering information to determine if it is in the state's best interest to issue an exploration license.

DO&G requests publically available information and data about the area's property ownership, people, economy, current uses, subsistence, historic and cultural resources, fish and wildlife, habitats, other natural resource values, and reasonably foreseeable effects of exploration on the area (AS 38.05.035 (g)). Information received will provide the basis for the commissioner's finding.

The Gulf of Alaska exploration area encompasses the areas to the southeast of Cordova to Icy Bay. A map of the proposed exploration license area is attached.

Please submit your information no later than **July 20, 2015** to:

Best Interest Findings
500 W. 7th Ave., Suite 1100, Anchorage, AK 99501
Fax: (907) 269-8943
or email to: dog.bif@alaska.gov

Thank you for your assistance.



May 21, 2015

**Notice of Intent to Evaluate Oil and Gas Exploration License Proposal,
Request for Additional Proposals, and
Request for Comments on Exploration within Solicitation Area**

Notice of Intent to Evaluate Exploration License Proposal

The Department of Natural Resources, Division of Oil and Gas (DO&G) intends to evaluate the acceptability of an oil and gas exploration license proposal for the Gulf of Alaska area (AS 38.05.133, AS 38.05.945(b), 11 AAC 82.912, and 11 AAC 82.918). The proposal was received in accordance with AS 38.05.133(b) and 11 AAC 82.909(d). DO&G will hold the name of the applicant and the provisions of the proposal confidential (AS 38.05.035(a)(8) and AS 38.05.133(e)).

Request for Additional Proposals

DO&G requests additional proposals for oil and gas or gas only exploration within the Gulf of Alaska solicitation area. The solicitation area consists of **state-owned, unencumbered land** within T. 19 S., R. 4-7 and 13-18 E., T. 20 S., R. 4-8, 10-18, and 611 E., T. 21 S., R. 5-20 and 611 E., T. 22 S., R. 5-23 E., T. 23 S., R. 4-7 and 20-23 E., T. 24 S., R. 4-6 E., and T. 25 S., R. 4-5 Copper River Meridian. (refer to map).

A notice of intent to submit a proposal must be submitted within 30 days of the date of this notice (11 AAC 82.912(b)). To submit a proposal, complete the Exploration License Application form, available at www.dog.dnr.alaska.gov/Programs/ExplorationLicensing.htm, provide the required attachments, and send all documents to the address listed at the end of this announcement. **Proposals must be received within 60 days from the date of this notice to be considered** (11 AAC 82.912(c)). If proposals are received and the commissioner finds that an exploration license should be issued, the commissioner will request competitive sealed bids from each applicant who submitted a proposal.

Request for Comments on Exploration within the Solicitation Area

DO&G requests comments on exploration for oil and gas resources within the solicitation area (refer to map). A successful license holder will have the exclusive right to explore state land within the license area for deposits of oil and gas for up to 10 years, and may convert all or a portion of the license area to oil and gas leases after meeting the work commitment specified in the license. Before issuing an exploration license, DO&G must, in writing, find that an exploration license in this area is in the state's best interest.

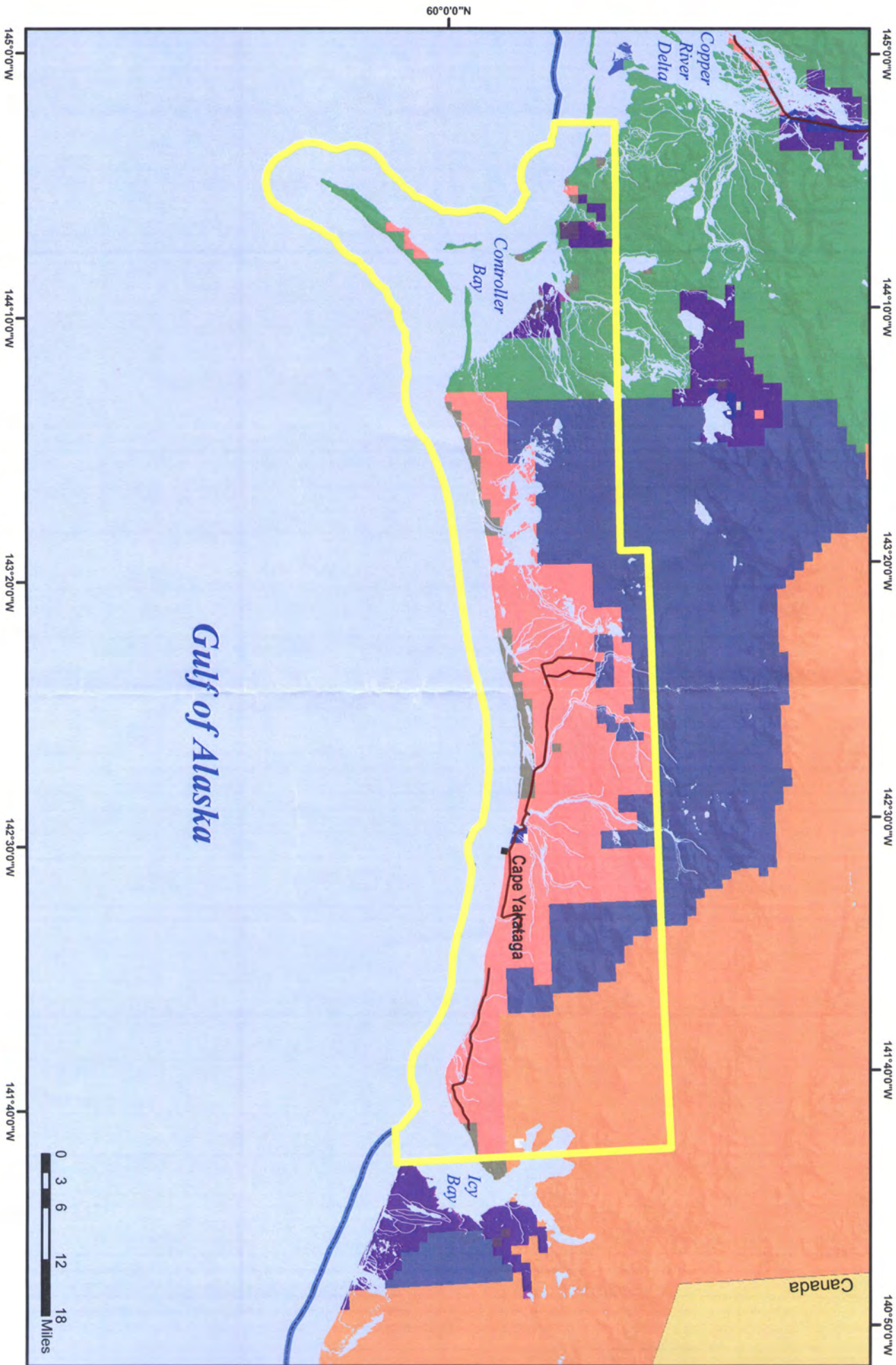
How to Submit Comments, Notices of Intent, and Proposals

Clearly mark submittal(s) as "*Comment on Exploration in the Gulf of Alaska Solicitation Area*", "*Notice of Intent to Submit Proposal for Exploration in the Gulf of Alaska Solicitation Area*", or "*Gulf of Alaska Solicitation Exploration License Proposal*" and send to:

Best Interest Findings
500 W. 7th Ave., Suite 1100, Anchorage, AK 99501
or email to: dog.bif@alaska.gov

Comments and notices of intent must be received by 5:00 p.m., June 20, 2015
Proposals must be received by 5:00 p.m., July 20, 2015

The DO&G complies with Title II of the Americans with Disabilities Act 1990. On request, this announcement will be made available in alternative communication formats. A person is eligible to file a request for reconsideration of the commissioner's decision and file a subsequent appeal to the Superior Court only if the person has meaningfully participated in the process by either submitting written comment during the period for receipt of public comment or has presented oral testimony at a public hearing, if a public hearing was held, and is affected by the final written finding (AS 38.05.035(i)).



Gulf of Alaska Exploration License Solicitation Area Boundary Map

This map was created, edited, and published by the State of Alaska, Department of Natural Resources, Division of Oil and Gas, and is for informational purposes only.

Map Created May 2015



- Towns
- Solicitation Area
- Alaska Seaward Boundary
- Roads
- Native Patented, IC
- U.S. Forest Service
- U.S. Park Service
- BLM
- Native
- State
- Private



Memorandum

To: Cordova City Council
From: Planning
Date: 6/9/2015
Re: Alpine Diesel LLC Lease Contract and Ordinance

PART I – Background

12/10/14 Harbor Commission meeting Jerry Blackler proposed his idea to the Harbor Commission.

12/19/14 19 Special Harbor Commission meeting passed resolution 12-14-03 supporting the proposed idea of a repair and maintenance facility.

1/14/15 Regular Harbor Commission Meeting Jerry Blackler presented plans to commission

2/4/2015 Harbor Commission Workshop hand an on-site meeting in the Shipyard with Jerry Blackler to review plans and location.

2/10/15 At the Planning Commission meeting P&Z recommended to City Council to make a portion of Tract 1A of the Ocean Dock Subdivision #2 Available they also recommended to City Council to dispose of a portion of Tract 1A of the Ocean Dock Subdivision #2 by negotiating a lease agreement with Alpine Diesel LLC

2/18/2015 At the City Council meeting City Council made a portion of Tract 1A of the Ocean Dock Subdivision #2 available on the 2015 land disposal maps. City Council also voted to put a portion of Tract 1A of the Ocean Dock Subdivision #2 out for proposals. City Council also directed staff to add these 4 criteria to the RFP 1) A long term lease 2) vessel maintenance building 3) how applicant will comply with applicable environmental laws 4) how will the applicant indemnify the City for any liability

5/19/15 – At the Planning Commission Regular Meeting, the proposal from Alpine Diesel was discussed and recommend to City Council by a 7-0 b vote.

6/3/15 At the City Council meeting the recommendation from P&Z was presented and the proposal was discussed. City Council direct the City Manager to enter into a 20 year lease agreement with Alpine Diesel LLC.

PART II– GENERAL INFORMATION

Multiple documents of best management practices for shipyards have been reviewed and conditions place in the lease were developed from these. The lawyers have updated the hazardous waste section and review the environmental indemnity section of the lease, the lawyer fees will be paid by the Alpine Diesel LLC. A clause has been placed in the lease to address a one year time frame in which the facility will be developed or lease will be terminated.

PART III – SUGGESTED MOTION

“I move to approve Ordinance 1132.”

**CITY OF CORDOVA, ALASKA
ORDINANCE 1132**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING A LEASE TO ALPINE DIESEL, LLC OF 15,000 SQUARE FEET OF THE
SOUTHWEST PORTION OF TRACT 1A, OCEAN DOCK SUBDIVISION ADDITION #2**

WHEREAS, the City of Cordova and the Alpine Diesel LLC desire to enter into a lease of 15,000 square feet of the Southwest portion of Tract 1A, Ocean Dock Subdivision Addition #2 (“Property”) for twenty (20) years; and

WHEREAS, the Alpine Diesel, LLC will use the Property to provide a building for vessel repair and maintenance; and

WHEREAS, it is in the public interest for the City of Cordova to make space available for Alpine Diesel, LLC to provide a vessel repair facility under the terms and conditions provided in the lease referred to below.

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 City Council of the City of Cordova hereby authorizes the City administration to enter into a lease with Alpine Diesel, LLC for the Property with a term of Twenty (20) years (“Lease”), in substantially the same form as the lease attached hereto as Exhibit A.

Section 2. The form and content of the Lease between the City and Alpine Diesel LLC 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 Alpine Diesel, LLC 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: June 17, 2015

2nd reading and public hearing: July 1, 2015

PASSED AND APPROVED THIS 1st DAY OF JULY, 2015

Jim Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

DRAFT

**CITY OF CORDOVA
Cordova, Alaska**

LEASE

THIS LEASE ("Lease") by and between the **CITY OF CORDOVA ("Landlord")**, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and **Alpine Diesel LLC** doing business in Cordova, Alaska ("Tenant").

RECITALS

WHEREAS, the City owns that certain parcel of land and all improvements thereon in Cordova, Alaska generally described as a portion (15,000 Square Feet) of the West Portion of Tract 1A, Ocean Dock Subdivision Addition #2 as shown in Exhibit A to this lease (referred to hereinafter as the "Premises"); and

WHEREAS, Tenant desires to lease the Premises from the City, and Landlord desires to lease the Premises to Tenant, 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 Tenant 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

Subject to the terms and conditions set forth herein, the City hereby leases to Tenant and Tenant hereby leases from the City, the Premises.

2. LEASE TERM

The term of this Lease shall be twenty (20) years, commencing on [REDACTED], The "Commencement Date") and expiring twenty (20) years later, on [REDACTED], unless earlier terminated in accordance with the terms of this Lease.

3. RENT

A. Base Rent. The rent during the term of this Lease shall be Six Thousand One Hundred and Fifty Dollars (\$6,150.00) annually and paid in twelve (12) monthly installments (the "Base Rent") of Five Hundred and Twelve Dollars and Fifty Cents (\$512.50), which shall be due and payable the 15th of every month. 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, Tenant. 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, Tenant acknowledges and agrees that Tenant 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, expenses, taxes (including 6% sales tax, which

shall be paid by Tenant monthly at the same time Tenant makes its monthly payments of Base Rent to the City) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease (the "Additional Charges").

Without limiting in any way Tenant'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 Tenant 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 Tenant.

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 Tenant 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 Tenant of all of Tenant's obligations under this Lease. If Tenant 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 Tenant'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 Tenant'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 Tenant 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 Tenant, at the expiration of the term, and subject to Tenant relinquishing possession of the Premises, without payment of interest or other increment for its use, within 30 days of Tenant's vacation of the Premises.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to construction of a facility for vessel and other marine equipment maintenance and repairs.

(i) Tenant will be required to place an upturned polyurea fabric lining approximately 1 foot below the ground surface enveloping the area used for repair and maintenance. The liner must be designed to contain any potential containments or spills from penetrating the ground and spreading laterally.

(ii) Tenant will be responsible for maintenance, clean up and removal of the containment material and legal disposal of such material and when sandblasting on the Premises, the work area will be encapsulated within the facility.

(iii) Tenant will be responsible to tarp all ground work areas for maintenance/repair done with in the facility or on the Premises

(iv) Tenant shall use drip pans or other containment devices for paint and solvents.

(v) Tenant will be responsible for the removal, disposal, and maintenance of snow shedding from roofs on the Premises.

(vi) Should a portion of the maintenance building be unoccupied for more than 48 hours the harbor will be provided the opportunity to store the travel lift in the building.

Landlord expressly reserves the right to terminate this lease in the event Tenant fails to operate said use for a period of three consecutive months

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. Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant 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. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent. Tenant shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Tenant'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. Tenant 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. Tenant's Acceptance of Premises. Tenant 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 Tenant may make of the Premises. Tenant 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.

E. The City may terminate this Lease for any or no reason upon thirty (30) days' written notice to Tenant. The Tenant may terminate this Lease for any or no reason upon forty-five (45) days' written notice to City.

5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

A. Development Plan. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached site development plan by Tenant will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. The Lease does not confer any approval from the Cordova Planning Commission regarding the site development plan or substitute for any approval process required in Cordova Municipal Code. Rather it is Tenant's responsibility to ensure the site development plan complies with all city code requirements and procedures.

B. Substantial Completion. Tenant must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by _____, 2016, which is one (1) year after the Lease's Signature Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s) outlined in the site development plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Tenant can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Tenant has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Tenant fails to substantially complete the construction of the project set forth in the site development plan by _____, 20XX, Tenant will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 14.

6. REPRESENTATIONS AND WARRANTIES

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

7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

Tenant 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.

8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

Tenant shall, at Tenant'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 Tenant's use of the Premises; (3) all utilities and services needed for Tenant's use of the Premises; (4) all taxes and assessments levied against the Premises, and Tenant agrees to pay all such taxes and 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; (5) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (6) all real property taxes, personal property taxes, and sales taxes related to the Premises or Tenant's use or occupancy thereof; and (7) any taxes on the leasehold interest created under this Lease.

9. LIENS

Tenant will suffer no lien or other encumbrance to attach to the Premises, including without limitation mechanic's or materialman's liens, sales tax liens under 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, Tenant will ensure that the notice is maintained in a conspicuous place.

10. ENVIRONMENTAL

A. For purposes of this section:

(i) Environmental Requirement shall mean any law, regulation, or legal requirement relating to health, safety, or the environment, now in effect or hereinafter enacted, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Toxic Substances Control Act (TSCA), the Federal Insecticide Fungicide and Rodenticide Act (FIFRA), the Resource Conservation and Recovery Act (RCRA), the Clean Air Act (CAA) and the Clean Water Act (CWA), the Occupational Safety and Health Act (OSHA) and all similar state and local laws, rules, regulations, and guidance, now in existence or hereinafter enacted, as each such law, rule, or regulation

may be amended from time to time.

(ii) Environmental Hazard shall mean Hazardous Materials (as defined hereinafter), or the storage, handling, production, disposal, treatment, or release thereof.

(iii) Hazardous Material shall mean

(a) any hazardous waste, any extremely hazardous waste, or any restricted hazardous waste, or words of similar import, as defined in the Resource Conservation and Recovery Act (42 USC §6901 *et seq.*)

(b) any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601 *et seq.*)

(c) any toxic substances as defined in the Toxic Substances Control Act (15 USC §2601 *et seq.*)

(d) any pollutant as defined in the Clean Water Act (33 USC §1251 *et seq.*)

(e) gasoline, petroleum, or other hydrocarbon products or by-products

(f) asbestos

(g) any other materials, substances, or wastes subject to environmental regulation under any applicable federal, state, or local law, regulation, or ordinance now or hereafter in effect

(iv) Environmental Liabilities shall mean any liability, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, reasonable attorneys' fees, reasonable consultant fees, and reasonable expert fees), arising from or based on environmental contamination or the threat of environmental contamination, or noncompliance, or violation of, any Environmental Requirement and shall include, but not be limited to, liability arising from

(a) any governmental action, order, directive, administrative proceeding, or ruling

(b) personal or bodily injuries (including death) or damages to any property (including loss of use) or natural resources

(c) clean-up, remediation, investigation, monitoring, or other response action

(v) Environmental Release shall mean any release, spill, leak, discharge, injection, disposal, or emission of any Hazardous materials into the environment.

B. At all times during the term of the Lease, Tenant shall conduct its activities at the Site, and shall ensure that any invitee of Tenant conducts its activities at the Site in strict compliance with all applicable Environmental Requirements.

C. Notwithstanding any other provision of this Lease, Tenant agrees to indemnify and hold harmless Landlord, Landlord's successors and assigns, and Landlord's present and future officers, directors, employees, and agents, (collectively "Landlord Indemnitees") from and against any and all Environmental Liabilities, which Landlord or any or all of the Landlord Indemnitees, may hereafter suffer, incur, be responsible for, or disburse as a result of any Environmental Hazard at the Site to the extent caused by or attributable to Tenant or Tenant's activities, or by any invitee of Tenant or by the activities of any invitee of Tenant.

D. Notwithstanding any other provision of the Lease, Landlord agrees to indemnify and hold

harmless Tenant, Tenant's successors and assigns, and Tenant's present and future officers, directors, employees and agents (collectively "Tenant Indemnitees") from and against any and all Environmental Liabilities which Tenant or any of the Tenant Indemnitees may hereafter suffer, incur, be responsible for, or disburse as a result of any Environmental Hazard at the Site to the extent caused by or attributable to Landlord or Landlord's activities, or by any invitee of Landlord or by the activities of any invitee of Landlord.

E. The provisions of this section shall survive termination of this Lease.

11. INDEMNIFICATION

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

B. Environmental Indemnification. Tenant has had full opportunity to examine the Premises for the presence of any Hazardous Material (as defined Section 10 of this Lease) and accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. Tenant releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the term of this Lease, that result from the use, keeping, storage, or disposal of Hazardous Material in, on or about the Premises by Tenant, or that arise out of or result from Tenant's occupancy or use of the Premises or the use or occupancy of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Tenant agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept or brought on the Premises by Tenant, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives.

Tenant shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material which is on or from the Premises, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Tenant or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

12. INSURANCE

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

A. Commercial general liability insurance in respect of the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,00.00) per accident or occurrence for bodily injury and death, and a minimum limit of liability of One Million Dollars (\$1,000,000.00) for property damage for each occurrence;

B. Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such terms as are satisfactory to the City;

C. Personal property insurance covering Tenant's trade fixtures, furnishings, equipment, and other items of personal property of Tenant located on the Premises; and

D. Workers compensation insurance, and such other insurance as is required by law.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Prior to commencement of the Lease term, Tenant shall provide the City with proof of the insurance required by this Section 10.

13. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Lease, at the option of the City, Tenant shall remove from the Premises, at Tenant's sole expense, all property Tenant has placed or caused to be placed on the Premises, Tenant shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All property which is not promptly removed by Tenant pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses. Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Tenant and, upon expiration or earlier termination of the Lease and upon request of the City, Tenant shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Tenant's sole expense.

14. DEFAULT AND REMEDIES

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

(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 Tenant;

(ii) The failure to pay any taxes or assessments due from the Tenant to the City and in any way related to this Lease, the Premises, any improvements, or the Tenant's activities or business conducted thereon, including but not limited to any real property, personal property or sales taxes;

(iii) An assignment for the benefit of Tenant's creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt, or for extending the time for payment, adjustment, or satisfaction of Tenant'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 Tenant's interest in the leasehold estate (or any portion thereof) or of Tenant's operations on the Premises (or any portion thereof) by reason of Tenant's insolvency;

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

(vi) Execution, levy or attachment on Tenant'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 Tenant'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 Tenant. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Tenant 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 Tenant 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 Tenant's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Tenant's personal property in a commercially reasonable manner. Tenant 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 Tenant's expense, all without service of notice or resort to legal process, which Tenant 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 Tenant's default. If Tenant 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 Tenant 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 Tenant;

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

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

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

15. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction to the Premises, nor for any injury caused thereby to the property of the Tenant 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 Tenant's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

16. VACATION BY TENANT

Upon the expiration or sooner termination of this Lease, Tenant shall peaceably vacate the Premises and the Premises shall be returned to the City by Tenant together with any alterations, additions or improvements made after the Commencement Date, unless the City requests that they be removed from the Premises. Upon such vacation, Tenant shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses.

17. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to Tenant 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 Tenant shall be compensated for the taking or destruction of any improvements on the Premises. Tenant shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

18. 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 Tenant shall be removed from the Premises by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

19. HOLDING OVER

If Tenant 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 Tenant 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 Tenant holds over without the City's express written consent, Tenant is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Tenant of a notice to quit.

20. 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.

21. COSTS

Tenant 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.

22. 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, and may not be amended except in writing executed by the City and Tenant.

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 Tenant 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 Tenant other than the relationship of Tenant 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 TENANT:


Attn: 



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 five percent (5%) 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 Tenant.

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.

M. Recordation of Lease. The parties agree that this Lease shall not be recorded, but upon the request of either party, the other party will join the requesting party in executing a memorandum of lease in a form suitable for recording, and each party agrees that such memorandum shall be prepared and recorded at the requesting party's expense.

N. Authority. Tenant represents that Tenant is a for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Alaska, and that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder.

O. Exhibits. Exhibit A and B to this Lease is hereby specifically incorporated into this Lease.

P. 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.

Q. 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 Tenant as both City and Tenant have had the assistance of attorneys in drafting and reviewing this Lease.

R. 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.

S. 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, Tenant agrees that Tenant 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

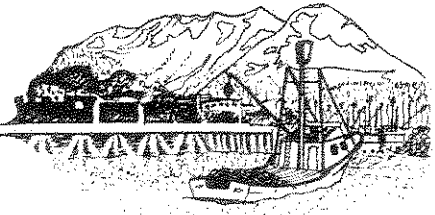
TENANT:

Dated: _____

By: _____
Its: _____



CITY OF CORDOVA



SEALED PROPOSAL FORM

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

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

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

Name of Proposer: JERRY & VICKI BLACKLER

Name of Organization: ALPINE DIESEL LLC

Address: PO Box 605

Phone #: 907-424-7664

CORDOVA AK 99574

Email: docblack@ctcak.net

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

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

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

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

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

The annual lease rate will be calculated as follows:

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

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

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

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

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

Proposed term of lease 20 years

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

Please review the attached section of Code for the requirements within the **Waterfront Industrial District**. City Council has specified that the proposals should be for a **vessel maintenance building**.

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

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

Included for your convenience:

Attachment A: Criteria used when evaluating each submitted proposal.

Attachment B: A location map showing the subject property.

Attachment C: The property parcel with measurements.

Attachment D: Cordova Municipal Code - Waterfront Industrial District

Attachment E: Sample Lease Agreement

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

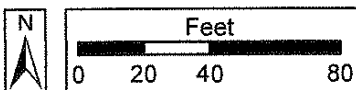
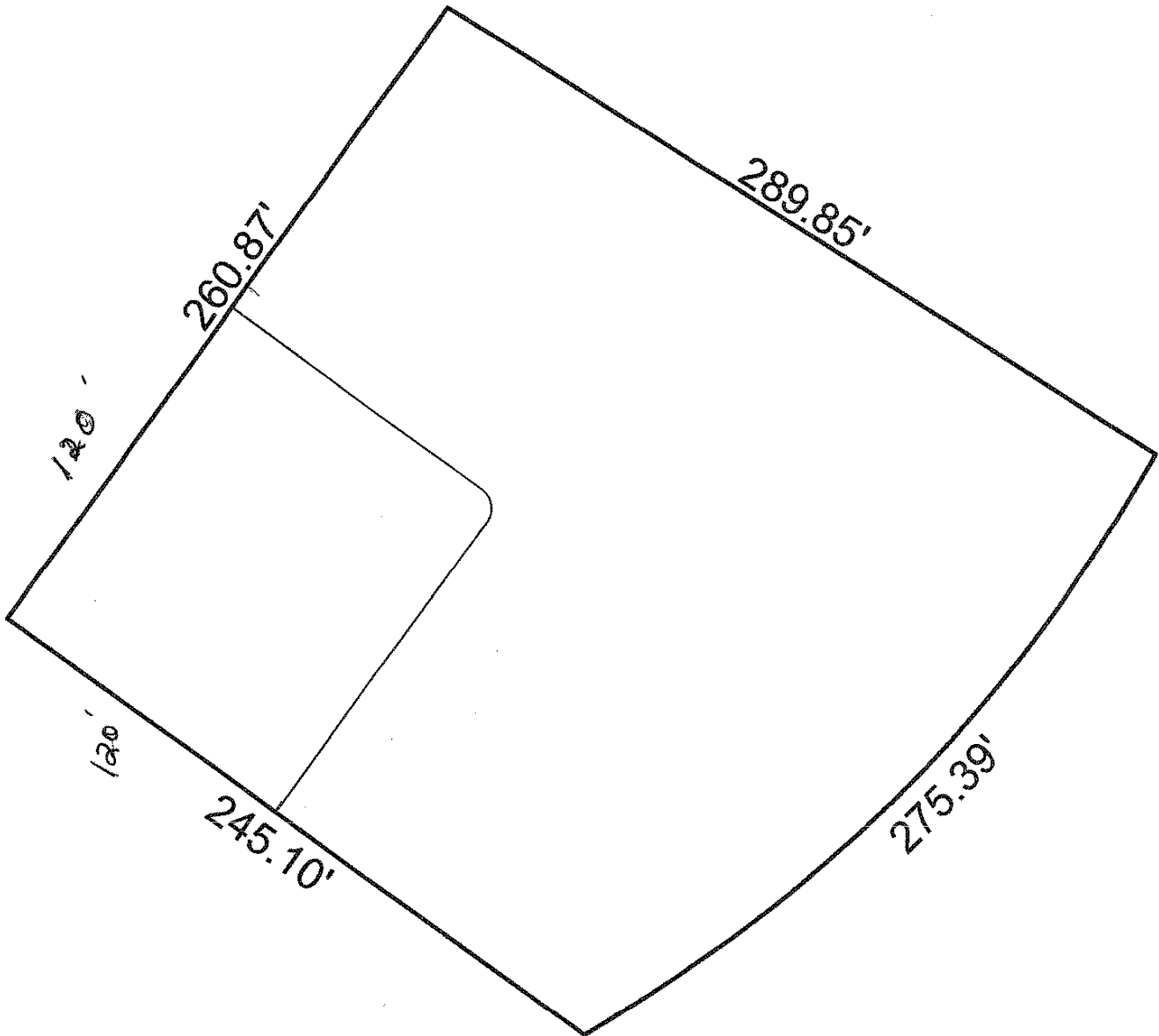
ADDITIONAL INFORMATION:

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

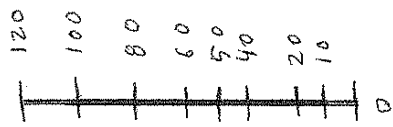
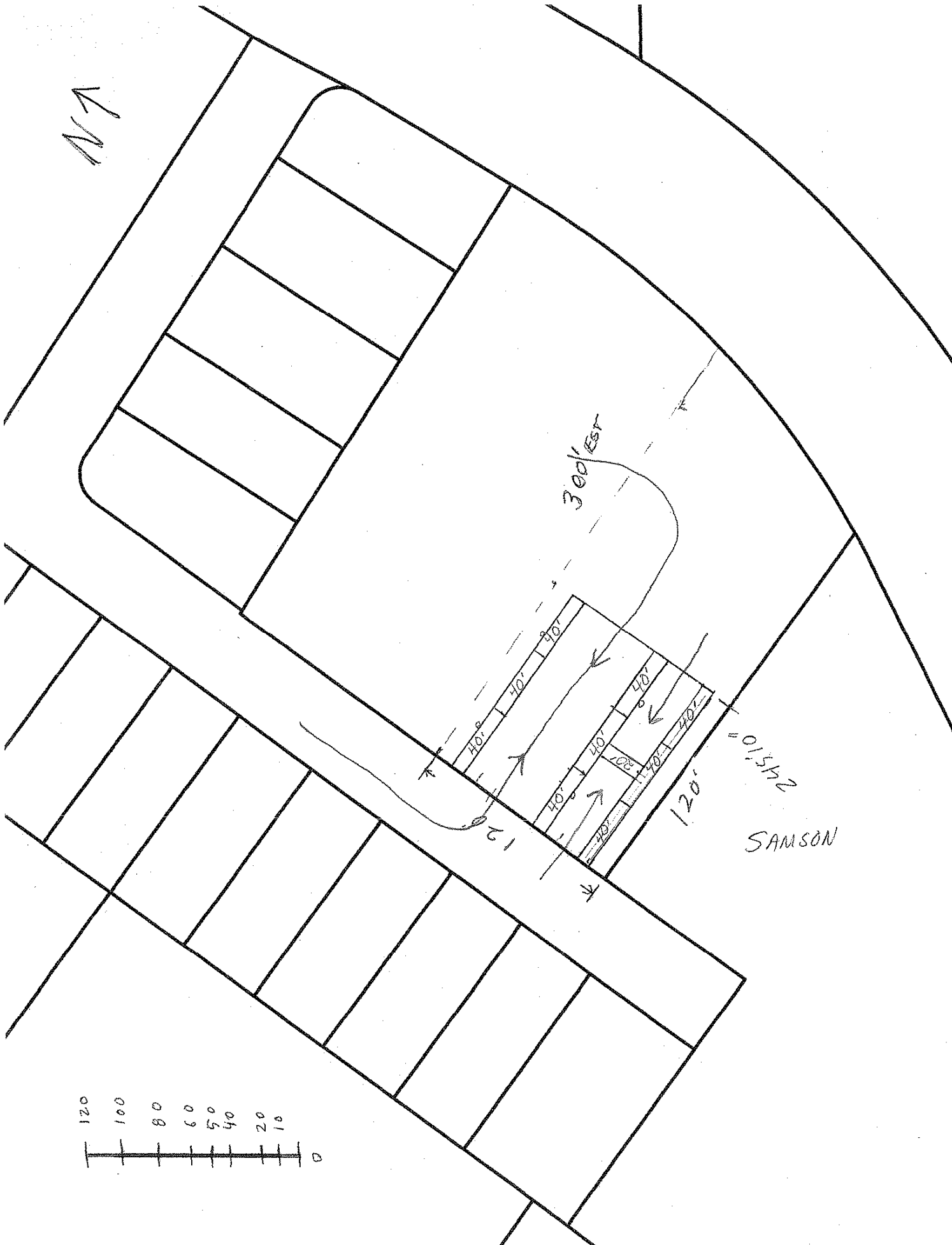
6. The proposed timeline depends on City Councils approval and the City manager/proposer coming to terms on a lease. After that is determined, materials will be ordered. Once materials are on site construction will begin. Estimated time line to complete, 2 - 3 months.
7. The ground in the open area of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

ATTACHMENT C

Tract 1A
75,703 sq. ft.



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







A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: June 10, 2015

TO: Mayor and City Council

SUBJECT: Providence/City of Cordova Draft Consulting Agreement
& QHR

Mayor Kacsh put forward these two agenda items. The Providence consulting agreement item was before Council at the June 3 Regular Meeting. Sean McCallister was present and said the consulting agreement was still a draft and he had some more edits to make. Council opted to refer the agenda item and also asked for a work session to discuss CCMC management and consulting options previous to the next Regular Council meeting. After the 2+ hour scheduled work session this evening, there will hopefully be some consensus of Council as to how to proceed. The second item is, of course, the response to the City of Cordova's request for proposals regarding CCMC management services. QHR was the only respondent and the proposal is before council tonight for possible action. These two items are back to back on the agenda because Council might need to discuss one or the other or both together.

POSSIBLE MOTION(S):

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

To direct the City Manager and the CCMC Acting Administrator to negotiate this a contract with QHR for hospital management services at Cordova Community Medical Center.

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

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

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

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

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

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

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

Section 1. The Services

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

Section 2. Compensation

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

Section 3. Term and Termination

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

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

Section 4. Independent Contractor Relationship

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

Section 5. Compliance With Laws

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

Section 6. Medicare/Medicaid Participation

Each Party hereby represents and warrants that neither it nor its principals (if applicable) are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in any federally funded health care program, including Medicare and Medicaid. Each

Party hereby agrees to immediately notify the other of any threatened, proposed, or actual debarment, suspension or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that either Party is debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that either Party is in breach of this Section, this Agreement shall, as of the effective date of such action or breach, automatically terminate. Each Party further understands that the other Party periodically checks contracted individuals and entities against the Office of Inspector General (OIG) and General Service Administration (GSA) databases of Excluded Individuals and Entities and will notify the other Party if it discovers a match. Each Party will take reasonable measures to verify that the match is the same individual or entity before taking any action to terminate any underlying agreement(s).

Section 7. Insurance; Risk of Loss

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

Section 8. Records and Confidentiality

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

8.2. Ownership. All business records and information relating exclusively to the business and activities of the other Party are to be the property of that Party, irrespective of the identity of the Party responsible for producing or maintaining such records and information. All

patient records, charts, reports, or other documentation produced as a result of the performance of Services are and remain the property of the City.

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

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

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

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

Section 9. No Conflicting Obligations

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

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

Section 10. Indemnification

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

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

Section 11. Applicable Law

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

Section 12. Assignment

Consultant may not assign this Agreement, in whole or in part, without City's prior written consent. All the terms and provisions of this Agreement will be binding upon and inure to the

benefit of and be enforced by the parties hereto and their respective successors and permitted assigns.

Section 13. Entire Agreement, Interpretation and Changes

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

Section 14. Severability

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

SIGNATURES APPEAR ON NEXT PAGE

CITY OF CORDOVA

By: _____
Name:
Title:

Approved:

CITY OF CORDOVA

By: _____
Name:
Title:

CONSULTANT

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

By: _____
Name:
Title:

EXHIBIT A
SCOPE OF WORK –ADMINISTRATIVE SERVICES

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

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

- a. Provide administrative consultation and advisory support from Consultant’s Critical Access Hospital (CAH) operations administrator, including:
 - 1. Conduct weekly telephone meetings (or as otherwise needed) with CCMC’s Administrator;
 - 2. Provide advice and guidance with respect to medical center operations, quality and safety programs, strategic planning, medical staff processes, financial matters, personnel issues, regulatory compliance, staff recruitment and retention, equipment acquisition, and service line growth and development;
 - 3. Conduct one site visit to CCMC quarterly, or as otherwise requested per section II below;
 - 4. Attend quarterly Health Advisory Council, meetings;
 - 5. Attend City Council meetings, as requested by City; and
 - 6. Such other assistance mutually agreed upon by the Parties.
- b. Provide access, as applicable and appropriate, to Consultant’s policies and procedures related to facilities similar in licensure to CCMC’s facilities;
- c. Provide advisory assistance with City Facilities’ recruitment activities and assist with CCMC’s recruitment efforts related to executive leadership and medical providers for City Facilities;
- d. Advise CCMC on third party consultants who can advise on compliance, regulatory and financial issues, including but not limited to revenue cycle processes, Medicaid rate appeals and/or responding to regulatory surveys.
- e. Assist the City Facilities with compliance efforts, including:
 - 1. Performing or assisting with mock joint commission surveys;
 - 2. Providing long term care consultation and assistance with survey response;
 - 3. Providing consultation with community health needs assessments;
 - 4. Provide ongoing recommendations related to Electronic Health Record (EHR) issues; and
 - 5. Providing compliance reviews of City Facility operations, as requested by the City and agreed to by Consultant.

II. Compensation Amount and Timing of Payment for Administrative Services

As compensation for the Administrative Services performed by Consultant, City will pay Consultant \$50,000 per year for Services, which shall be payable in equal quarterly installments of \$12,500 or prorated portion thereof ("Quarterly Fee"), plus any additional travel expenses as described below. The Quarterly Fee shall be inclusive of travel, lodging, meals and mileage expense incurred for Consultant to conduct one (1) site visit to CCMC per quarter in conjunction with Health Advisory (Committee) or Health Services Board meetings and up to two (2) City Council meetings per year. The Quarterly Fee amount shall be prorated to reflect partial quarters of Administrative Services, where applicable. Consultant will invoice City the Quarterly Fee within thirty (30) following the end of each quarter and City shall remit payment to Consultant within fifteen (15) days of receipt of said invoice.

If City or CCMC request that Consultant travel to Cordova for additional onsite consultations or meetings, over and above the single quarterly site visit and biannual City Council meetings included in the Quarterly Fee, the City or CCMC will pay Consultant for the actual cost of any such additional travel, lodging, meals, and mileage expense (at the then current federal IRS mileage rate), so long as the additional travel is authorized in advance by City or CCMC. Consultant will invoice City or CCMC monthly for any additional travel expenses incurred in the provision of Administrative Services at the end of the month in which the travel occurred, and City shall remit payment to Consultant within fifteen (15) days of receipt of said invoice.

EXHIBIT B
SCOPE OF WORK – STAFFING SUPPORT SERVICES

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

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

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

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

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

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

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

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

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

Service	Hourly Rate
Speech Language Pathologist	Regular time: \$95.00/hour Overtime: \$120.00/hour
Strategic Planners	Region Manager: \$99.33/hour Business Planner: \$70.16/hour

In the event that the Term of the Agreement is extended following the end of the initial 12 months of the Agreement, the above-noted rates are subject to adjustment on each anniversary of the Effective Date of the Agreement ("Adjustment Date") as follows: on each Adjustment Date, the rates then in effect shall be increased by a percentage amount equal to the percentage increase in the CPI for the immediately preceding twelve month period. For purposes of this Exhibit, "CPI" shall mean the monthly indexes of the Consumer Prices Index for All Urban Consumers, U.S. City Average (All items: 1982-84 equals 100) issued by the U.S. Department of

DRAFT 6/10/15

Labor, Bureau of Statistics, or any successor agency. Notwithstanding the foregoing, in no event shall the rate increase be less than 3% per Adjustment Date.

EXHIBIT C
SCOPE OF WORK –BLOOD TRANSFUSION SERVICES

I. Descriptions of Blood Transfusion Services:

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

A. Consultant will provide Blood Transfusion Services on an as-requested basis.

B. Blood Transfusion Services will include:

1. Performance of a blood bank work-up on specimens received from CCMC to include any necessary testing required in order to make the requested number and type of compatible blood components available;
2. Identification of compatible blood and blood components for specimens received from CCMC; and
3. Return of CCMC's tagged compatible blood components to the Blood Bank of Alaska ("BBA") in accordance with the BBA's restocking protocols. BBA will be responsible for shipping CCMC's tagged compatible blood components to CCMC.

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

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

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

HC EAP	Charge Description	HCPCS	Testing/Product	Rate
30011114	HC Blood Typing RBC Antigens	86905	Patient Antigen Testing	\$21.20
30015934	HC Sickling of RBC Reduction	85660	Unit Sickle Cell Screen	\$21.20

HC EAP	Charge Description	HCPCS	Testing/Product	Rate
30210874	HC Plasma Fresh Frozen	86927	Fresh Frozen Plasma, thaw fee	\$38.16
30011046	HC RBC Antibody Identification	86870	Antibody Identification	\$58.30
30011079	HC Coombs Test Indirect Titer	86886	Antibody Titer (each)	\$31.80
30011742	HC RBC Antibody Elution	86860	Elution	\$68.90
30210424	HC Cold Agglutinin Titer	86157	Cold Agglutinin	\$50.35
30210867	HC Compatibility Test Spin	86920	Crossmatch	\$21.20
30011070	HC Direct Coombs	86880	Direct Antiglobulin Test (DAT)	\$15.90
30011046	HC RBC Antibody Identification	86870	RBC Antibody ID	\$58.30
30011083	HC Blood Typing ABO	86900	ABO Type	\$10.60
30210856	HC Blood Typing RH (D)	86901	Rh	\$10.60
30011098	HC Blood Type Antigen Donor Ea	86902	Unit Ag Typing	\$50.00
30011040	HC RBC Antibody Screen	86850	Antibody Screen	\$15.90
30015085	HC Hemoglobin or RBCS Fetal for Fetomaternal Hemorrhage Rosette	85461	Fetal Screen	\$14.84
39010015	HC RBC Leukoreduced	P9016	Red Cell Leukoreduced	\$413.40
39010055	HC RBC Leukoreduced Irradiated	P9040	Red Cell Irradiated Leukoreduced	\$471.70
39010017	HC Fresh Frozen Plasma Ea Unit FRZ w/in 8 HR	P9017	Fresh Frozen Plasma (FFP)	\$127.20
39910001	HC Blood Split Unit Plasma	P9011	Fresh Frozen Plasma Aliquot	\$212.00
39010002	HC Cryoprecipitate Each Unit	P9012	Cryoprecipitate (Cryo)	\$600.49
39010032	HC Platelet Pheresis Irradiated	P9036	Pheresed Platelet Irradiated	\$1416.69
39010031	HC Platelet Pheresis Leukoreduced	P9035	Pheresed Platelet Leukoreduced	\$1352.56
39010033	HC Platelet Pheresis Leukoredu Irrad	P9037	Pheresed Platelet Irradiated Leukoreduced	\$1416.69
39010030	HC Platelet Pheresis	P9034	Pheresed Platelet	\$1352.56
39010035	HC RBC Deglycerdlized	P9039	Red Cell Wash Leukoreduced	\$753.66
39910006	HC RBC Leukoreduced Irradiated Washed	P9040	Red Cell Wash Irradiated Leukoreduced	\$817.26

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

I. Descriptions of BLS Training Services:

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

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

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

II. Compensation Amount and Timing of Payment for BLS Training Services:

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

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

RESPONSE TO REQUEST FOR PROPOSAL

Cordova Community Medical Center

Cordova, Alaska





May 21, 2015

Mr. Randy Robertson
City Manager
City of Cordova
P.O. Box 1210
Cordova, AK 99574
Attn: Medical Center Management Proposal

RE: Response to Request for Proposal

Dear Mr. Robertson:

Enclosed, please find Quorum Health Resources' ("QHR's") response to the RFP for medical center management of Cordova Community Medical Center ("CCMC") issued by the City of Cordova (the "Response"), which reflects QHR's interest in providing management advisory support services to CCMC and serving as a trusted advisor in this turbulent healthcare environment.

QHR brings a unique approach to helping a hospital's community maintain local autonomy and local access to care, while incorporating proven best practices and oversight to help improve operations and financial performance. As the largest provider of hospital management advisory and support services in the U.S., and with over 120 multi-year clients in over 35 states, we offer system-level resources, while allowing the board to maintain local governing control.

We look forward to participating in your review process and meeting with the appropriate individuals to discuss CCMC's specific needs and answer any questions about our Response.

Sincerely,

Timothy J. Ryan
Chief Financial Officer

Supplemental information to question number #22 on page 13 of Quorum's response to the Cordova Community Medical Center request for management services:

While Quorum does not manage a standalone Residential Senior Citizen Care facility, Quorum manages and has experience with several Quorum Critical Access Hospitals (CAHs), which own and operate nursing homes that provide residential living services to their communities. In addition, many of our CAHs operate swing bed programs.

Currently, Quorum has an advisory services agreement with a facility in Washington State, which operates a Residential Assisted Living facility, along with its hospital and clinic that are similar in size to facilities in Cordova.

Quorum has provided support to facilities that offer residential living for more than three decades. Our management team is experienced and knowledgeable with the financial, operational and regulatory elements that pertain to the expanded skilled services offered by many acute care hospitals.

In addition, our senior extended facility care capabilities are expanded by our Western Division VP, who has served as a licensed nursing home administrator for more than 25 years and currently holds an active license in Colorado. This individual will have oversight responsibility for Cordova should we be selected.

Additional information as well as references of the above are available upon request.

Memorandum

To: City Council
From: Planning Staff
Date: 6/10/15
Re: Review of Proposal for Breakwater Fill Lot

PART I – GENERAL INFORMATION

Requested Actions: Award Disposal to Proposer
Legal Description: Portions of Lot 1 & 2, Block 7A, Tidewater Development Park and a portion of ATS 220 herein referred to as the “Breakwater Fill Lot”
Parcel Number: 02-059-230
Zoning: Unzoned; to be zoned Waterfront Industrial District or Waterfront Commercial Park District
Lot Area: Pad is approximately 19,000 sq. ft.
Attachments: Proposal Packet (The packet distributed to potential proposers)
Proposal from George and Carrie Daskalos

The public notice period for this property disposal began April 21st and ended June 1st at 10 AM. The City received one proposal for the property.

The proposed price from George and Carrie Daskalos is \$300,000.00 (minimum bid = \$300,000.00).

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

PART II – BACKGROUND

6/9/15 – At the Planning Commission Regular Meeting, the proposal from George and Carrie Daskalos was discussed. The following is a summary of what occurred:

M/Bailer S/Baenen to recommend to City Council approve the proposal from George and Carrie Daskalos for the Breakwater Fill Lot.

Upon roll call vote, main motion **passed** 4-3.

Yea: Greenwood, Bailer, Baenen, Frohnapfel

Nay: McGann, Pegau, Roemhildt

PART III – APPLICABLE CRITERIA

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

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

2. *If the council finds it to be in the best interest of the city to do so, reject any or all bids or proposals.*

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

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

PART IV – SUGGESTED MOTION

“I move to award the disposal to George and Carrie Daskalos for the Breakwater Fill Lot.”



CITY OF CORDOVA

Office of the City Manager

City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6200
Fax: (907) 424-6000
Email: citymanager@cityofcordova.net
Web: www.cityofcordova.net

Recommend Council consider holding action on selling the breakwater fill lot for 30 days to explore the possibilities of additional bidders.

While an announcement of potential sale was made in commonly used local sources (e.g. Cordova Times, web site, bulletin boards, etc.) I believe the lot is unique and may hold extraordinary opportunity and possibly much greater value to a motivated individual, group or business. If agreed, during the extension staff will explore and execute affordable non-traditional means to advertise the lot. If after this time no additional interested has been generated, I recommend moving forward with the current proposal if the current bidder still desires.

CITY OF CORDOVA



This extraordinary piece of property, possibly one of the most unique in Alaska or on the west coast is located in Cordova, Alaska. On the historic Prince William Sound, the pad of the Breakwater Fill Lot commands nearly 19k square feet of flat, readily developable land at the entrance of Cordova's Harbor. With specular views of the Sound and a panoramic backdrop of Cordova and the Chugach Mountains, this magnificent property is awaiting your creative vision and developmental capabilities. While the appraised value and minimum proposal price is \$300k, this figure is simply reflective of the fact there are no other comparable properties on the market.

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by Monday, June 1st, 2015 at 10 AM.

Property: Portions of Lot 1 & 2, Block 7A, Tidewater Development Park and a portion of ATS 220 herein referred to as the "**Breakwater Fill Lot.**" See attached map.

Name of Proposer: _____

Name of Organization: _____

Address: _____ Phone #: _____

Email: _____

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

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

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

The fair market value for the Breakwater Fill Lot is **\$300,000.00** and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, that shall be the amount paid for the property.

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

The attached **Lease with Option to Purchase** is a template for the agreement that will be negotiated with the proposal that is awarded the property. The annual lease rate will be 10% of the proposed price.

Proposed Price \$_____

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

An access and arc of visibility easement will be required for the Coast Guard light located on the property. The access easement will be a minimum of five feet wide. Approximately 15 feet of free and clear line of sight will be required on the ocean side of the breakwater for visibility. All easements will be reviewed by the Coast Guard and may be adjusted at that time. The City will also negotiate an agreement with the applicant for the maintenance of the breakwater.

There are currently no utilities located on the lot. It shall be the responsibility of the applicant to connect to the required utilities.

The Breakwater Fill Lot is currently **unzoned**. The proposal must meet the requirements of either the **Waterfront Industrial District** or the **Waterfront Commercial Park District**. Please review the attached portions of the CMC for these two districts. The lot will be zoned within one year of the execution of the contract for the lot.

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

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

Included for your convenience:

Attachment A: Criteria used when evaluating each submitted proposal.

Attachment B: Location maps showing the subject property.

Attachment C: Views from the subject property.

Attachment D: The property parcel with measurements.

Attachment E: CMC: 18.33 Waterfront Industrial District and 18.39 Waterfront Commercial Park District.

Attachment F: Sample Lease with Option to Purchase Agreement.

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

Or email proposals to citymanager@cityofcordova.net and planning@cityofcordova.net. The email subject line shall be “Proposal for Breakwater Fill Lot,” and the proposal shall be attached to the email as a PDF file.

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

For questions or more information about the land disposal process, contact the City Planning Department at 424-6220, planning@cityofcordova.net, or stop by in person.

Proposals received after Monday, June 1st, 2015 at 10 AM will not be considered.

ATTACHMENT A

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

Final Land Disposal Evaluation Criteria

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



ATTACHMENT B



ATTACHMENT C



Facing Northwest

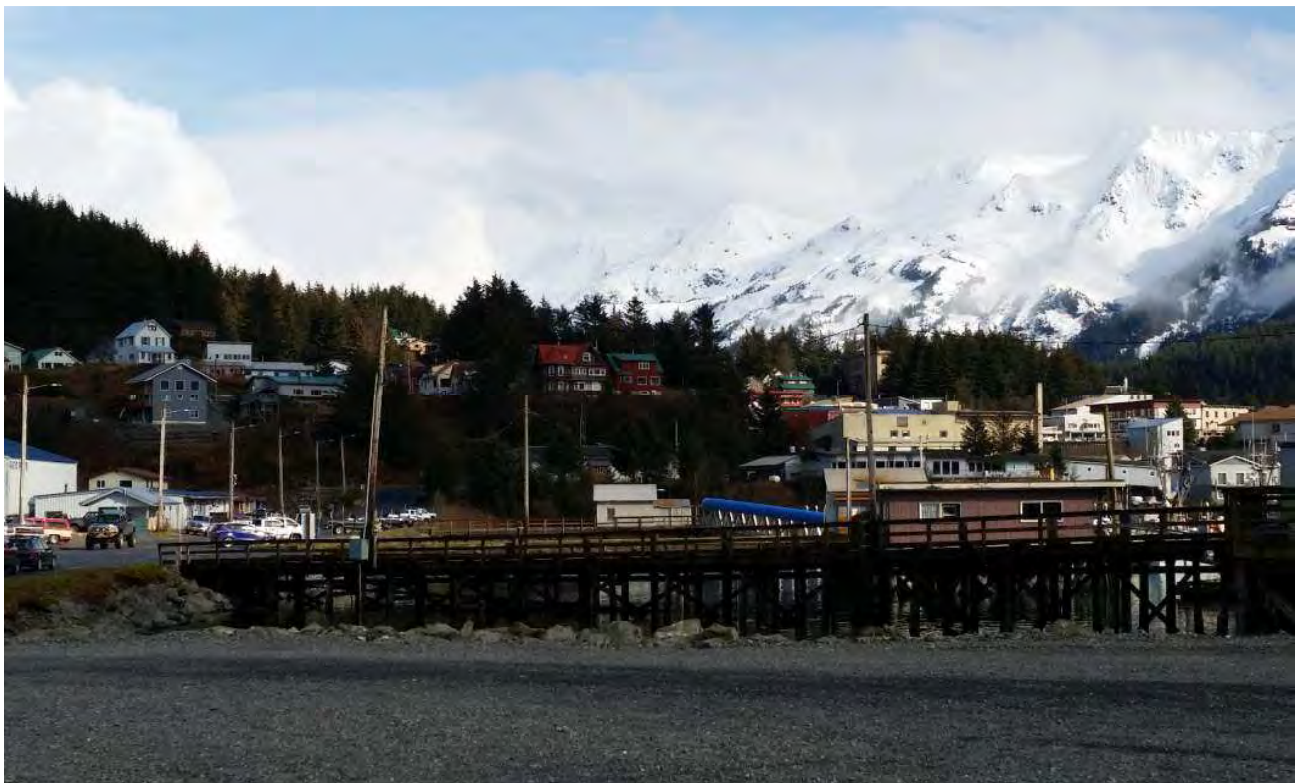


Facing Southwest

ATTACHMENT C



Facing Southeast



Facing East

ATTACHMENT D



Chapter 18.33 - WATERFRONT INDUSTRIAL DISTRICT

Sections:

18.33.010 - Purpose.

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

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

(Ord. 634 (part), 1988).

18.33.020 - Permitted principal uses and structures.

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

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

(Ord. 634 (part), 1988).

18.33.030 - Permitted accessory uses and structures.

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

(Ord. 634 (part), 1988).

18.33.040 - Conditional uses and structures.

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

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

(Ord. 634 (part), 1988).

18.33.050 - Prohibited uses and structures.

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

(Ord. 634 (part), 1988).

18.33.060 - Setbacks.

A. Minimum Setbacks.

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

(Ord. 634 (part), 1988).

18.33.070 - Lot coverage.

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

(Ord. 634 (part), 1988).

18.33.080 - Height.

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

(Ord. 634 (part), 1988).

18.33.090 - Off-street parking and loading.

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

(Ord. 634 (part), 1988).

18.33.100 - Minimum lot requirements.

A. Minimum Lot Requirements.

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

(Ord. 634 (part), 1988).

18.33.110 - Signs.

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

(Ord. 634 (part), 1988).

18.33.120 - Floor elevations.

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

North Fill Development Park

ATTACHMENT E

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

ATTACHMENT E

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

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

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

(Ord. 634 (part), 1988).

18.33.130 - Site plan review.

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

(Ord. 634 (part), 1988).

Chapter 18.39 - WATERFRONT COMMERCIAL PARK DISTRICT

Sections:

18.39.010 - Purpose.

The following statement of intent and use regulations shall apply in the WCP district: The waterfront commercial park district is intended to be applied to land with direct access or close proximity to navigable tidal waters within the city. Structures within the WCP district are to be constructed in such a manner as to be aesthetically consistent with, and reflect the community's marine—oriented lifestyle. Uses within the waterfront commercial park district are intended to be water-dependent or water-related, and primarily those uses that are particularly related to location, recreation or commercial enterprises that derive an economic or social benefit from a waterfront location.

(Ord. 612 (part), 1986).

18.39.020 - Permitted principal uses and structures.

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

- A. Boat charter services;
- B. Commercial and sport fishing supplies and services;
- C. Docks and harbor facilities;
- D. Eating and drinking facilities;
- E. Fish and seafood markets;
- F. Fueling piers;
- G. Gift shops;
- H. Hotels;
- I. Laundromats and laundries;
- J. Marine-related retail and wholesale stores;
- K. Offices associated with permitted principal uses;
- L. Recreational goods sales;
- M. Travel agencies;
- N. Visitor information center;
- O. Waterfront parks, access paths, and boardwalks.

(Ord. 612 (part), 1986).

18.39.030 - Permitted accessory uses and structures.

The following are the permitted accessory uses and structures in the WCP district:

- A. Accessory buildings;
- B. Parking in conjunction with permitted principal uses and conditional uses;
- C. Outside storage;
- D. Processing of seafood where no more than two thousand square feet of gross floor space of structure is used for processing. The smoking of seafood is prohibited.
- E. Watchman's quarters.

(Ord. 612 (part), 1986).

(Ord. No. 1073, 7-7-2010)

18.39.040 - Conditional uses.

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

- A. Outside storage.

(Ord. 612 (part), 1986).

18.39.050 - Prohibited uses and structures.

Any use or structure not of a character as indicated under permitted principal uses and structures or permitted under conditional uses is prohibited.

(Ord. 612 (part), 1986).

18.39.060 - Minimum lot requirements.

The following are the minimum lot requirements in the WCP district:

- A. Lot width, ninety feet
- B. Lot area, nine thousand square feet.

(Ord. 802 § 1, 1998: Ord. 612 (part), 1986).

18.39.070 - Minimum setback requirements.

The following are the minimum setback requirements in the WCP district:

- A. Front yard, fifteen feet
- B. Side yard, five feet
- C. Rear yard, five feet.

(Ord. 802 § 2, 1998: Ord. 612 (part), 1986).

18.39.080 - Maximum height of buildings and structures.

The following are the maximum heights of buildings and structures in the WCP district:

- A. Principal buildings and structures, 30 feet
- B. Accessory buildings and structures, 20 feet.

(Ord. 623 § 1, 1987; Ord. 612 (part), 1986).

18.39.090 - Required off-street parking and loading.

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

- A. Parking areas and drives shall be limited to fifty percent of the required front yards to provide for landscaping, pathways, or similar nonvehicular improvements.
- B. Parking areas in required front yards shall be separated from property lines to provide for the delineation and limitation of access drives.

(Ord. 802 § 3, 1998: Ord. 612 (part), 1986).

18.39.100 - Signs.

ATTACHMENT E

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

(Ord. 612 (part), 1986).

18.39.110 - Drainage.

The developer wishing to develop land in the WCP district shall be required to submit a drainage plan. Such drainage plan shall address stormwater runoff from the unused portion of the lot, and roof runoff.

(Ord. 612 (part), 1986).

18.39.120 - Minimum finished floor elevations.

In the WCP district, the minimum finished floor elevations as listed shall be adhered to:

South Fill Development Park	Feet
Block 1, Lot 2	24.00
3	24.00
5	24.00
6	24.25
7	25.00
8	25.50
10	25.75
Block 1, Lot 11	25.75
12	25.25
Block 2, Lot 2	25.00
Block 2, Lot 3	25.25
4	25.50
5	25.75
6	26.00

ATTACHMENT E

7	26.00
8	26.00
9	25.75
10	25.50

Note: Elevation datum based on the following: North Bolt fire hydrant at northwest corner of intersection of Nicholoff Way and Railroad Avenue: Elevation 29.84 feet above M.L.L.W.

(Ord. 612 (part), 1986).

18.39.130 - Site plan and architectural review.

The development plan of any proposed development in the WCP district shall be subject to review by the planning commission. The architectural plans shall, in addition to requirements of Sections 18.39.010 through 18.39.120, include the following:

- A. Exterior finish material;
- B. Color scheme.

Exterior siding finish of structures shall be wood, stucco, brick or approved metal building material. Color scheme of exterior siding and roof finish shall consist of earth tones.

(Ord. 612 (part), 1986).

**CITY OF CORDOVA
Cordova, Alaska**

LEASE WITH OPTION TO PURCHASE

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

The template for this agreement has been removed from this packet. To read the entire template agreement contained in the proposal packet, please request it from Planning Staff.

RECEIVED

JUN 01 2015

City of Cordova

CITY OF CORDOVA



This extraordinary piece of property, possibly one of the most unique in Alaska or on the west coast is located in Cordova, Alaska. On the historic Prince William Sound, the pad of the Breakwater Fill Lot commands nearly 19k square feet of flat, readily developable land at the entrance of Cordova's Harbor. With specular views of the Sound and a panoramic backdrop of Cordova and the Chugach Mountains, this magnificent property is awaiting your creative vision and developmental capabilities. While the appraised value and minimum proposal price is \$300k, this figure is simply reflective of the fact there are no other comparable properties on the market.

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by Monday, June 1st, 2015 at 10 AM.

Property: Portions of Lot 1 & 2, Block 7A, Tidewater Development Park and a portion of ATS 220 herein referred to as the "**Breakwater Fill Lot.**" See attached map.

Name of Proposer:

George & Carrie Daskalos

Name of Organization:

The Salty Steer

Address:

P.O. Box 1412

Cordova, AK 99574

Phone #:

(907) 253-3464

Email:

cgdaskalos@yahoo.com

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

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

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

The fair market value for the Breakwater Fill Lot is **\$300,000.00** and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, that shall be the amount paid for the property.

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

The attached **Lease with Option to Purchase** is a template for the agreement that will be negotiated with the proposal that is awarded the property. The annual lease rate will be 10% of the proposed price.

Proposed Price \$ 300,000

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

An access and arc of visibility easement will be required for the Coast Guard light located on the property. The access easement will be a minimum of five feet wide. Approximately 15 feet of free and clear line of sight will be required on the ocean side of the breakwater for visibility. All easements will be reviewed by the Coast Guard and may be adjusted at that time. The City will also negotiate an agreement with the applicant for the maintenance of the breakwater.

There are currently no utilities located on the lot. It shall be the responsibility of the applicant to connect to the required utilities.

The Breakwater Fill Lot is currently **unzoned**. The proposal must meet the requirements of either the **Waterfront Industrial District** or the **Waterfront Commercial Park District**. Please review the attached portions of the CMC for these two districts. The lot will be zoned within one year of the execution of the contract for the lot.

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

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

George and Carrie Daskalos - The SALTY STEER

Proposed property Lot 1 & 2 Block 7A [Breakwater Fill Lot]

We are proposing to the city to purchase and develop the breakwater fill lot

Our intentions for this property is that we build a hotel and restaurant that would better service the growing community of Cordova

The proposed square footage of the development is approximately 17,000 sq ft

We believe the development cost would range in the area of 3,500,000 dollars

The proposed timeline for the completion of this project would range with in the 7 year time frame .

To: City of Cordova

From: George and Carrie Daskalos

Re: The Salty Steer

The long term goal of The Salty Steer Hotel and Restaurant is to create a memorable experience capitalizing on providing a personal venue and a unique location in one of the most attractive parts of Southeast Alaska.

The Salty Steer Hotel and Restaurant plans to be more than a great hotel restaurant, we plan to create a luxury destination that surpasses the standard fare for Cordova, Alaska.

The Salty Steer LLC was formed this year in Alaska to start a concessions trailer for spring and summer 2015.

My wife and I have taken the steps to create this brand and start establishing ourselves in the community by leasing the fill lot next to the science center. We have moved forward, with the hope on sharing our vision with the community of Cordova.

We believe this precious town is the best place on earth and are eager to grow in this magnificent community.

The Salty Steer Hotel and Restaurant would like to build a hotel with approximately 10 to 15 rooms. Our rooms would be furnished with queen and double beds, as well as having a full service laundry on site for the hotel and on site desk service. The restaurant will accommodate seating for up to 100 guests and the setting for the menu would be a steak house.

The Salty Steer Hotel and Restaurant vision is an ideal situation for the local community and plans to expand services to the residences of Cordova for formal and informal gatherings, such as weddings, receptions, club meetings, Christmas parties, family gatherings, etc.

The Salty Steer Hotel and Restaurant's market strategy is based on becoming a destination of choice for all people in Alaska and in the lower forty-eight, who are looking for a place to relax or recharge. The target markets we would pursue are people and families looking for a destination, as well as hunters, fishermen and drop in customers. Our setting and facility would be a natural for people and families to visit and enjoy what Cordova has to offer.

We would like to provide a facility that is first class with attention to detail.

Give each guest a sense he or she is our top priority.

Provide quality meals and a comfortable relaxing stay.

Our key here is to retain our guest to insure repeat bookings and referrals.

The mission of The Salty Steer Hotel and Restaurant is to become the best choice in Cordova Alaska for temporary lodging by expanding our exposure via the Internet, with multiple networks and links, to introduce Cordova to market segments that have not yet discovered this dream place.

We plan on being more than a great hotel and restaurant. We plan to create an environment of conveniences that surpasses the standards for Cordova.

Location Map



Snow dump between upper fill line and
MHW 11.6' for a total of 20,000sqft

PARKING: HOTEL WITH 10 ROOMS 12 PARKING SPOTS
RESTAURANT: 4 EMPLOYEES 4 PARKING SPOTS
100 CHAIRS IN RESTAURANT 10 PARKING SPOTS
TOTAL PARKING 26 SPOTS

Property line is MHW 11.6'

EASEMENT TO SERVICE NAV LIGHT AND TOURIST WALKWAY AROUND BUILDING

Volume Report
Total inclusion area: 1.33 Acres
Up stairs apartment area 10,500 sqft
Down stairs Restaurant area 5,200 sqft
Snow Removal area 20,000sqft
Parking Spots 20
UTILITIES: City water and sewer
CEC Electrical and CTC Phones

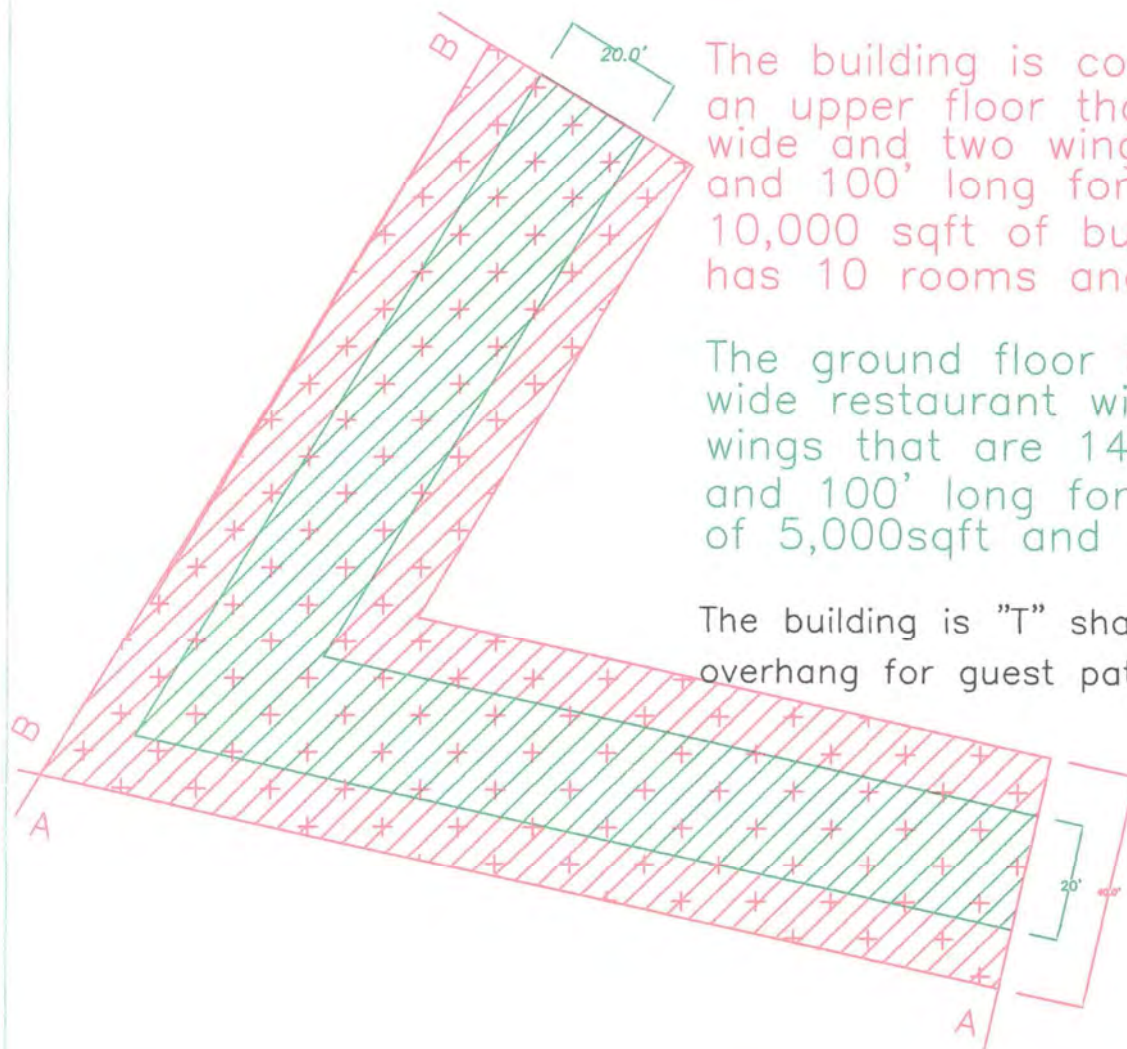
Resturant Ground Level 5,200sqft. GREEN

Hotel Second Floor 10,500sqft. RED

SALTY STEER LODGE & RESTAURANT

Project for:
Carrie and George Daskalos

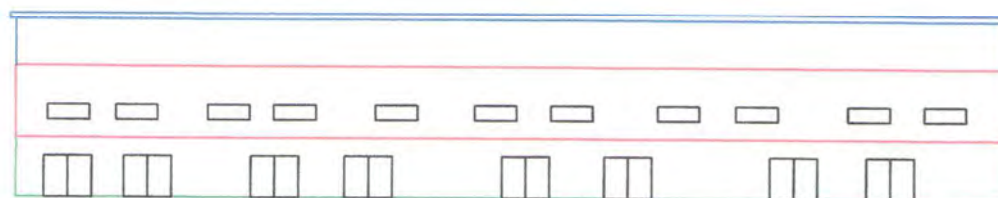
Dwg. By	JIH
Scale:	1"=50'
Date:	5-10-15
Approved by:	



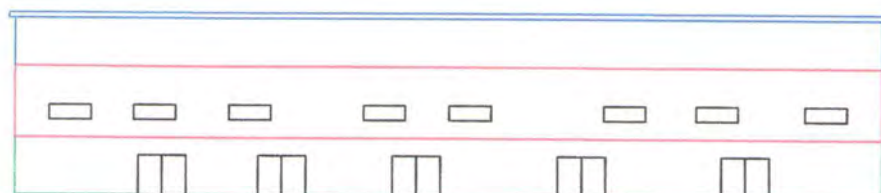
The building is comprised of an upper floor that is 40' wide and two wings 145' long and 100' long for a total of 10,000 sqft of building that has 10 rooms and is "T" shaped.

The ground floor is a 20' wide restaurant with two wings that are 145' long and 100' long for a total of 5,000sqft and 100 chairs.

The building is "T" shaped with a 10' overhang for guest patio and car cover.

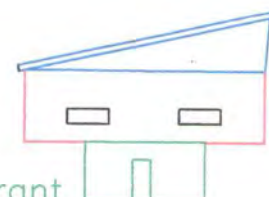


VIEW B-B



VIEW A-A

Second Floor
10 room Hotel



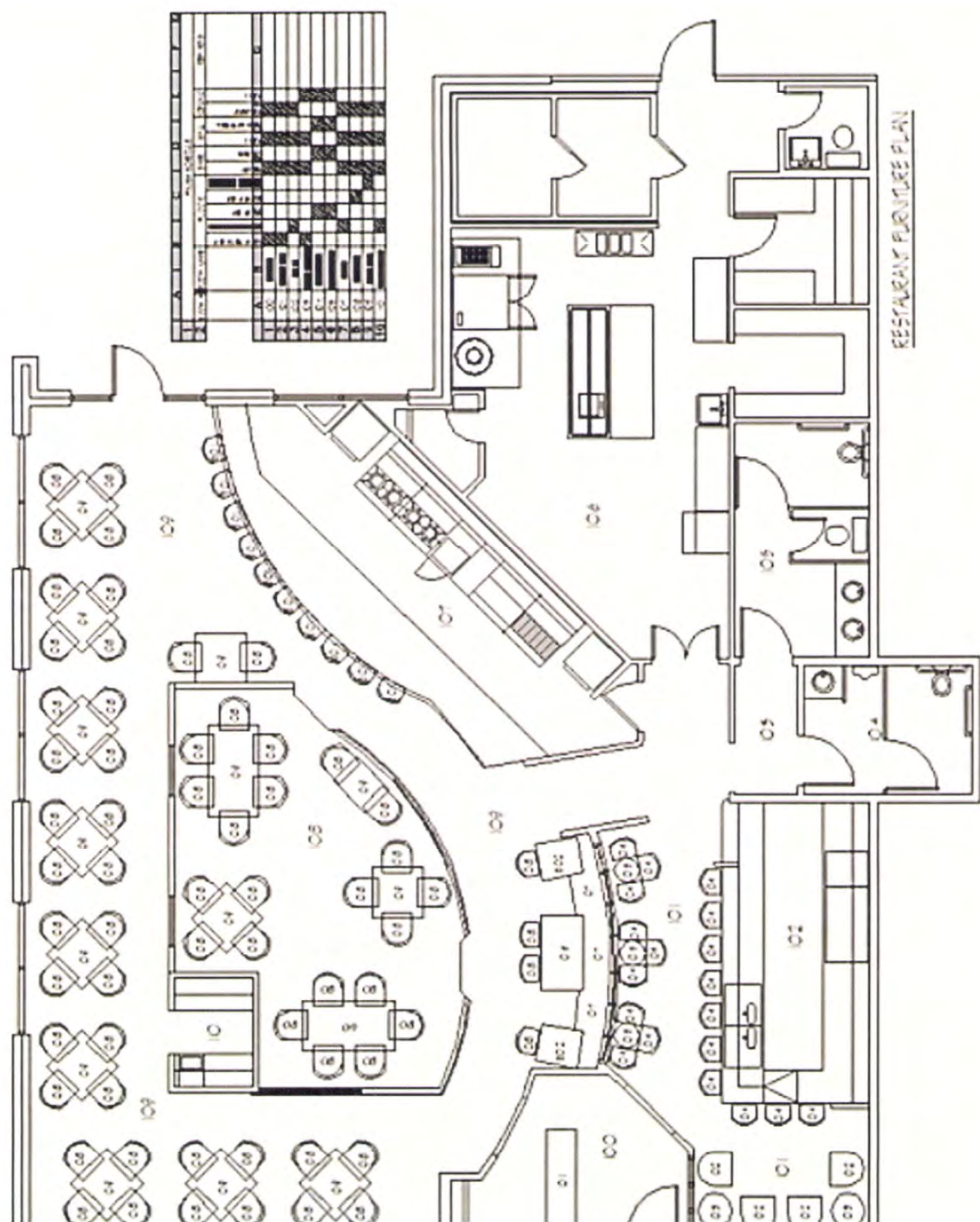
Restaurant
Ground Floor

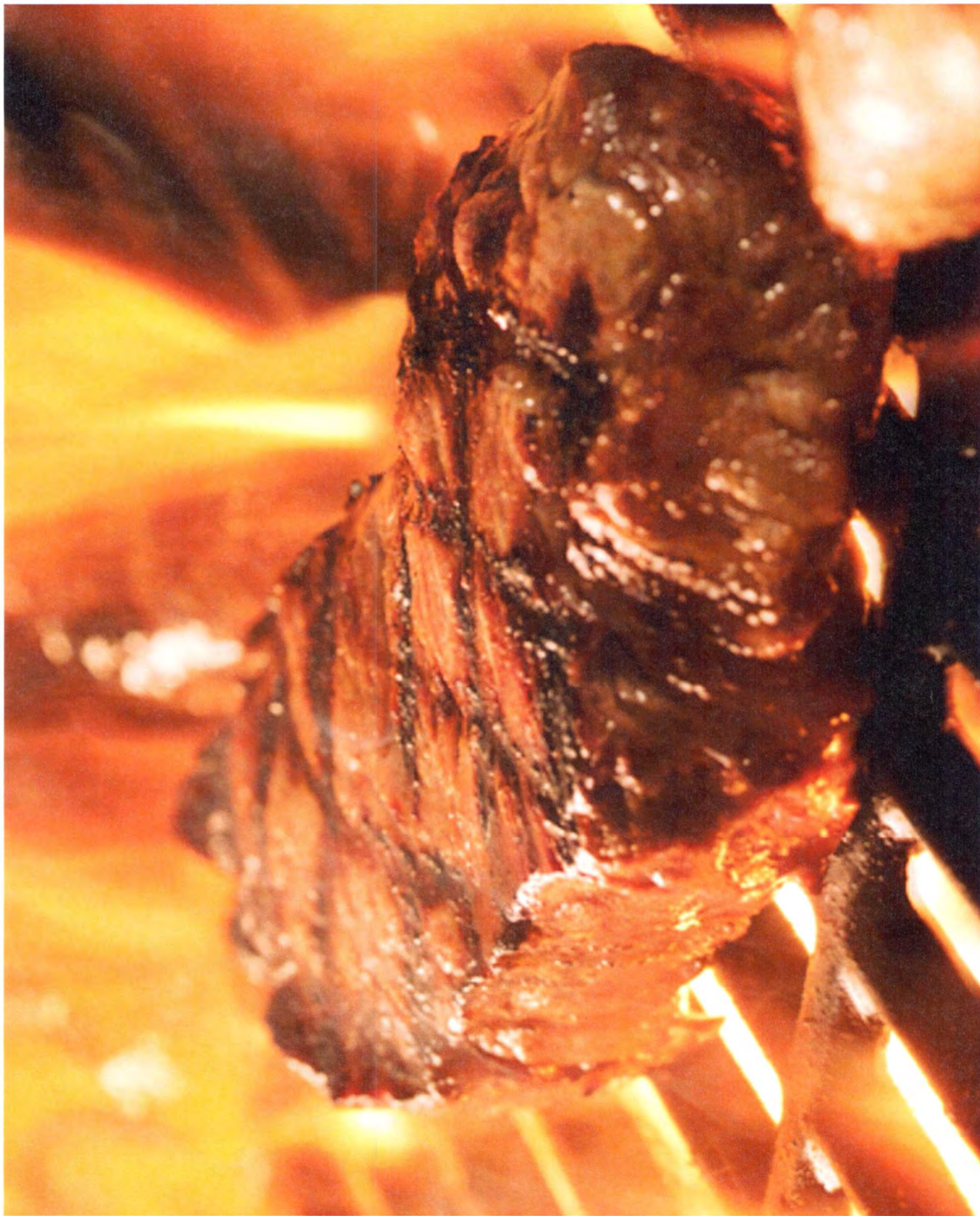
SALTY STEER LODGE & RESTAURANT

Project for:
Carrie and George Daskalos

BUILDING LAYOUT

Dwg. By	JIH
Scale:	1"=30'
Date:	5-8-15
Approved by:	



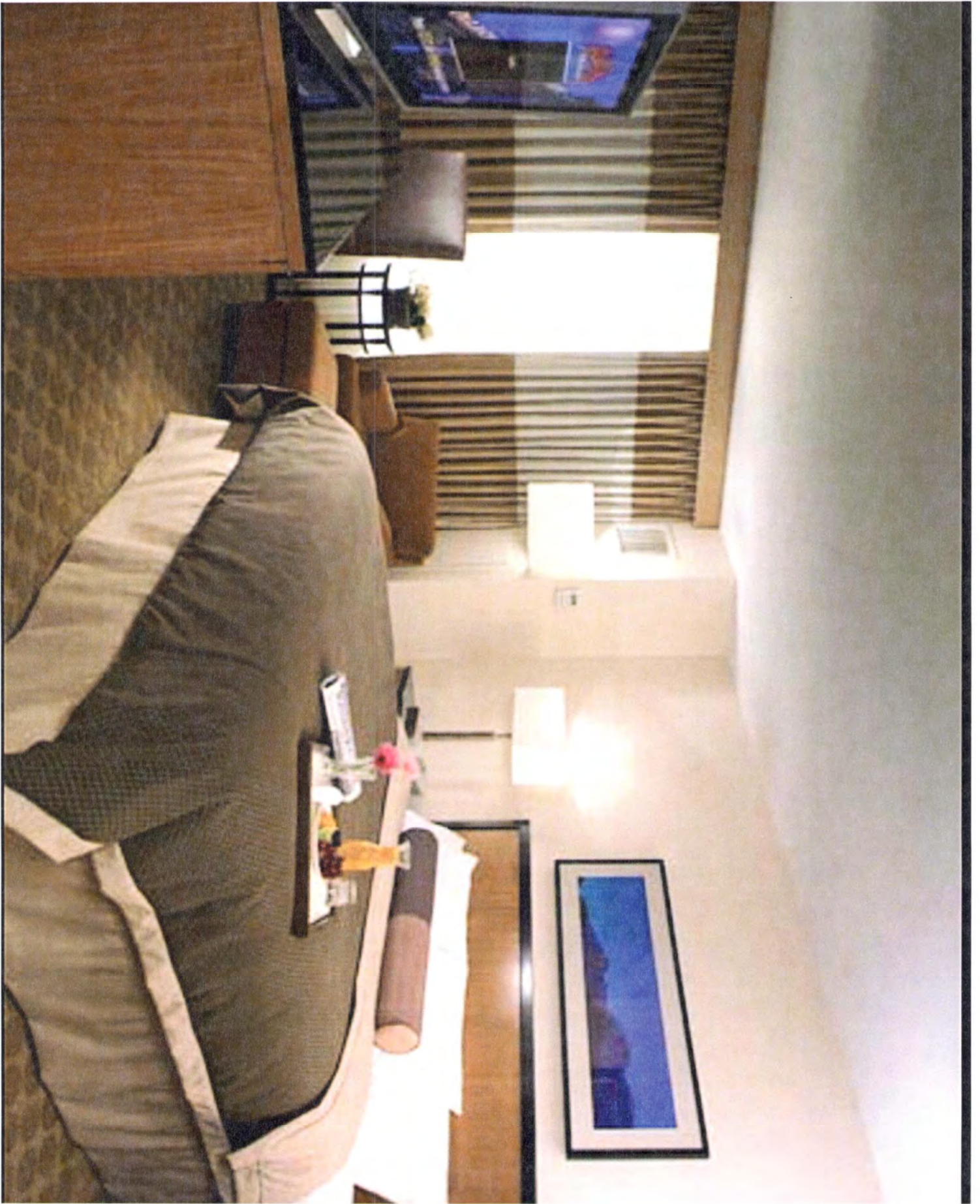














A MEMO FROM MAYOR JIM KACSH

DATE: June 10, 2015

TO: Mayor and City Council

SUBJECT: Title 15

For many years, I have heard from Cordovans that governance of CCMC is one of their greatest concerns. As we work to create financial stability, we are also working to create clearly defined leadership and a stable environment for management, employees, and those who seek care from CCMC.

Now that Cordova has agreed to the Charter change put forward by Council, it is time to change Title 15. I do not believe there is a current need for a governing body separate from Council to meet the needs of CCMC. For the past few years the Council has met as HSB in separate meetings. Without the requirement for a Health Services Board in Charter, we should define responsibilities and limit the role of Council in code, take care of CCMC business within regular Council meetings and turn over the important job of advising CCMC of community health care needs to members of the community.

An essential piece of this puzzle is to define the scope of work for a seven member Health Services Advisory Committee. I used the term “committee” instead of “board” to make sure there was no intent of assigning that body with a governing role. I suggest we form this in code instead of by resolution to make it a permanent. Council may choose to rename this advisory body. This committee should serve as the Sound Alternatives advisory committee, as well.

I think all this should be done in two separate motions with the first being to fix Title 15 and the second being the creation of the advisory committee. I would like to get the community involved as soon as we can.

Below are listed some suggested changes to Title 15, two suggested motions, and Title 15. You will also find the State of Alaska’s guidelines for governing bodies of CAH, which we will need to make sure we are in compliance with. Time to get out your red pens and make some suggestions for change. I would like the attorneys and staff to have clear directions after this Council meeting.

Repeal all of 15.20.010 and replace with City Council duties for CCMC

- Approve budget

- Privilege Medical Professionals

- Hire & evaluate Administrator (CEO)

- Make sure Sound Alternatives governing needs are taken care of

Make sure State rules for governing are met

The rest of Title 15, remove references to “Board” and replace with “Council”

Create Health Services Advisory Committee in code

- Mayor nominated, Council confirmed

- Advise only on health care services. No financial responsibility. No “governing” duties.

- No one from Council on Committee

- 7 member board

- A majority of the board seek care at CCMC

- Work closely with medical staff to ensure needs of community are met

Suggested motion: “Direct City Attorney to work with CCMC Management and City Manager to draft changes to Title 15 of the City Code to remove Health Services Board and all references, define and limit governing duties for City Council.”

Second suggested motion: “Direct City Attorney work with CCMC Management to draft changes to Title 15 of the City Code to create a Health Services Advisory Committee.”

15.10.005 - Definitions.

As used in this chapter:

"Administrator" means a city employee appointed by the city to administer the CCMC, a contract administrator or, where the context requires, the employee that the contract administrator designates as administrator of the CCMC.

"Board" means the Community Health Services Board.

"CCMC" means the Cordova Community Medical Center, which consists of an acute care hospital, long term care facility and clinic, and all other health care facilities owned and/or operated by the city.

"Contract administrator" means an entity with whom the city contracts to administer and/or manage the CCMC.

(Ord. No. 1106, § 1, 2-20-2013)

15.20.010 - Community health services board.

- A. There shall be a board known as the community health services board which shall be composed of all the members of the city council. No employee of the CCMC or the administrator shall be eligible to serve on the board.
- B. A subcommittee of the board comprised of three board members shall be appointed by a majority of the board to provide guidance to the mental health and alcohol programs and develop and present the mental health and alcohol budget to the board.
- C. General Powers. Subject to state and municipal law, the board shall be responsible for the operations of CCMC and shall prescribe the terms under which patients shall be admitted to CCMC. Standards of operation shall be established and enforced, to the extent possible, by the board. The powers of the board may be delegated to a contract administrator with approval by a majority of the board.
- D. Organization. The board shall elect annually from its members a president, a vice-president and secretary and such other officers as it deems necessary. The board shall establish such committees and shall assign such duties and responsibilities to the committees as it deems necessary.
- E. Removal. A member of the board shall be removed upon removal of that member from the council.
- F. Meetings. The board shall meet quarterly in concurrence with the first council meeting in January, April, July, and October at a time and place to be designated by the board, and notice of and agenda of all meetings shall be posted at a public location in the CCMC, and at the city hall. Any two members of the board may schedule a meeting at any time when they determine such a meeting is necessary. All meetings of the board shall be open to the public; except that the board may meet in executive session, pursuant to notice, to discuss:
 - 1. Matters the immediate knowledge of which would clearly have an adverse effect upon the finance of the government unit;
 - 2. Subjects that tend to prejudice the reputation and character of any person; provided, that the person may attend the discussion and request a public discussion;
 - 3. Matters which, by law, municipal charter or ordinance, are required to be confidential;
 - 4. Matters involving consideration of governmental records that by law are not subject to disclosure;
 - 5. Direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations.
- G. Reports. The board shall, on or before sixty days prior to the end of the fiscal year, submit a detailed and itemized estimate of revenues and a detailed and itemized budget for the next fiscal year to the city council.

- H. Membership in Association. The board may maintain membership in any local, state, or national group or association organized and operated for the promotion of the public health and welfare or the advancement of the efficiency of medical center and community health facilities administration and in connection therewith, pay dues and fees thereto.

(Ord. No. 1106, § 1, 2-20-2013)

15.30.020 - Administration.

- A. All personnel necessary to operate the CCMC, except for employees of a contract administrator, shall be subject to personnel, pay, and classification plans for CCMC employees. No personnel, pay, or classification plan is effective unless and until it is approved by the board. All contracts for nonmedical services which obligate the CCMC in excess of twenty-five thousand dollars, including contracts for professional or consulting services, must be approved in advance by the board.
- B. Administrator. The administrator shall be the chief executive officer of the CCMC.
1. Appointment and Termination of Administrator. The administrator shall be appointed by the board and may be terminated by the board. In determining whether to appoint or terminate an administrator, the board shall consult with the city attorney.
 2. Duties and Responsibilities of the Administrator. The administrator is responsible for the overall supervision of the affairs of the CCMC. The administrator's authority and duties shall include without limitation, the following:
 - a. To be responsible for carrying out all applicable laws and ordinances and the terms of all grants received by the health services system;
 - b. To be responsible for carrying out policies established by the board or the city council;
 - c. To prepare and submit to the board a detailed and itemized estimate of revenues and a detailed and itemized budget at least ninety days prior to the end of the fiscal year, for the next fiscal year;
 - d. To prepare and submit to the board a plan of organization for the personnel and others concerned with the CCMC;
 - e. To select, employ, control, and discharge all CCMC employees subject to oversight and approval by city manager in accordance with the provisions of any CCMC personnel plans;
 - f. To work with the professional staff and with those concerned with the rendering of professional services to the end that the best possible care may be rendered to all patients;
 - g. To prepare such reports as may be required on any phase of medical center activity;
 - h. To attend all meetings of the board and standing committees established by the board, except where otherwise specified;
 - i. To supervise all purchasing of equipment and supplies in accordance with policy and procedures established and approved by the board and approved by the city council;
 - j. To ensure that CCMC adopts and imposes a record retention policy that fully complies with federal, state, and local laws;
 - k. To perform any other duty that may be necessary in the best interest of the city medical center system.

(Ord. No. 1106, § 1, 2-20-2013)

15.40.030 - Medical staff.

- A. The medical staff shall be defined and governed by medical staff bylaws approved by the board. Any amendments to the medical staff bylaws shall also be approved by the board. There is created a medical staff which shall be composed of physicians, dentists, and podiatrists.

- B. Professional Care. All persons admitted to CCMC shall be under the professional care of a member of the medical staff.
- C. Responsibility. The medical staff shall be responsible to the board for the clinical and scientific work of the medical center, clinic or other community health facilities operated by the city. The medical staff shall be called upon to advise the board regarding professional problems and policies.
- D. Membership. The medical staff shall at all times comply with all federal and state laws of medical practice. In this latter connection, the practice of fee-splitting shall be prohibited and any such division of fees shall be cause for exclusion or expulsion from the staff. Appointment to the medical staff shall be made by the board as provided under the medical staff bylaws.
- E. Contract for Rendering of Professional Services. The board may contract with medical staff for the rendering of professional services at CCMC.
- F. Costs. If any attorney is retained to hear a case, the attorneys fees and costs shall be considered an operating cost of the CCMC.

(Ord. No. 1106, § 1, 2-20-2013)

15.50.040 - Allied health professionals.

Allied health professionals, as defined in the medical staff bylaws, shall comply with the medical staff bylaws. The board must approve privileges at CCMC for any allied health professional. Since no right of privileges are presumed, rejection of an applicant is final, except that a rejected applicant may reapply at any time. The granting of privileges to an allied health professional does not confer upon that individual any degree or classification of membership on the medical staff.

(Ord. No. 1106, § 1, 2-20-2013)

15.60.050 - Other health care professionals.

The board may at its discretion, provide for the granting of privileges at CCMC to health care professionals who are not members of the medical and nursing staff, and who are not allied health professionals. Candidates for this category of health care professionals must possess a valid Alaska license to practice their profession, and must qualify by virtue of all federal, state and local laws. Each category of professional health care providers must furnish such credentials, as shall be required by the board and the medical staff bylaws.

(Ord. No. 1106, § 1, 2-20-2013)

15.70.060 - Schedule of revenue.

- A. Finances of the CCMC shall be in accordance with city, state and federal laws and regulations, those regulations generally prescribed by any accrediting associations as may apply and as the Board determines to accept. For all checks issued from CCMC funds, two signatures shall be required. The board may, by board policy, establish a monetary cap and checks exceeding the monetary cap shall require the signature of the administrator and a member of the board and checks not exceeding the monetary cap shall require the signature of the administrator and a CCMC employee to be designated by the board. In absence of the administrator checks shall be signed as established by board policy.
- B. Schedule of Charges. A schedule of revenue for each classification as incorporated in the budget shall be approved annually or more frequently as need may arise by the board. The city council may, through taxation or other lawful method of obtaining funding, provide additional or supplemental funding of community health services operations.
- C. Preparation and Submission of Budget.
 - 1. The administrator shall prepare an annual budget in accordance with approved CCMC procedures and shall submit such budget to the board for approval. The board shall submit such

budget to the city council with its recommendations by no later than sixty days prior to the end of the fiscal year.

2. The city council, in accordance with Section 5-4 of the City Charter, by vote of at least a majority of its members no later than the third day before the beginning of the fiscal year, shall adopt budget appropriations of the next fiscal year. If the council fails to adopt the budget and make appropriations on or before that day, the budget and rate changes if any, as submitted or as amended as the case may be, shall go into effect and the proposed expenditures therein shall become the appropriations for the next fiscal year.
- C. Other Fiscal Matters. All other fiscal matters including, but not limited to, custody of funds, accounting and collection, shall be governed by general accounting procedures.

(Ord. No. 1106, § 1, 2-20-2013)

Below is the State of Alaska's State Operations Manual for Critical Access Hospitals

https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/downloads/som107ap_w_cah.pdf

§485.627 Condition of Participation: Organizational Structure

C-0241

§485.627(a) Standard: Governing Body or Responsible Individual

The CAH has a governing body or an individual that assumes full legal responsibility for determining, implementing and monitoring policies governing the CAH'S total operation and for ensuring that those policies are administered so as to provide quality health care in a safe environment.

Interpretive Guidelines §485.627(a)

The CAH must have only one governing body (or responsible individual) and this governing body (or responsible individual) is responsible for the conduct of the CAH as an institution. In the absence of an organized governing body, there must be written documentation that identifies the individual or individuals that are responsible for the conduct of the CAH operations.

The governing body (or responsible individual) must determine, in accordance with State law, which categories of practitioners are eligible candidates for appointment to the medical staff.

It is the responsibility of the governing body (or responsible individual) to appoint, with the advice of the medical staff, the individual practitioners to the medical staff. After considering medical staff recommendations, and in accordance with established CAH medical staff criteria and State and Federal laws and regulations, the governing body (or responsible individual) decides whether or not to appoint new medical staff members or to continue current members of the medical staff.

The governing body (or responsible individual) must ensure that the medical staff has bylaws that comply with State and Federal law and the requirements of the CAH CoP.

The governing body (or responsible individual) decides whether or not to approve medical staff bylaws submitted by the medical staff. The medical staff bylaws and any revisions must be approved by the governing body (or responsible individual) before they are considered effective.

The governing body (or responsible individual) must ensure that the medical staff is accountable to the governing body (or responsible individual) for the quality of care provided to patients. The governing body (or responsible individual) is responsible for the conduct of the CAH and this conduct would include the quality of care provided to patients.

All CAH patients must be under the care of a member of the medical staff or under the care of a practitioner who is under the supervision of a member of the medical staff. All patient care is provided by or in accordance with the orders of a practitioner granted privileges to provide or order that care and is in accordance with State law.

Criteria for selection of both new medical staff members and selection of current medical staff members for continued membership must be based on:

- Individual character;
- Individual competence;
- Individual training;
- Individual experience; and
- Individual judgment

Survey Procedures §485.627(a)

- Verify that the CAH has an organized governing body or has written documentation that identifies the individual that is responsible for the conduct of the CAH operations.
- Review documentation and verify that the governing body (or responsible individual) has determined and stated the categories of practitioners that are eligible candidates for appointment to the medical staff.
- Have the facility's operating policies been updated to fully reflect its responsibilities as a CAH (e.g., PA responsibilities, provision of required CAH direct services)?
- What evidence (e.g., minutes of board meetings) demonstrates that the governing body or the individual who assumes responsibility for CAH operation is involved in the day-to-day operation of the CAH and is fully responsible for its operations?
- Evaluate records of medical staff appointments to substantiate the governing body's (or responsible individual's) involvement in appointments of medical staff members.
- Confirm that the governing body (or responsible individual) appoints all members to the medical staff in accordance with established policies based on the individual practitioner's scope of clinical expertise and in accordance with Federal and State law.
- Verify that the medical staff operates under current bylaws that are in accordance with Federal and State laws and regulations.

- Verify that the medical staff operates under current bylaws, rules and policies that have been approved by the governing body (or responsible individual).
- Verify that any revisions or modifications in the medical staff bylaws, rules, and policies, have been approved by the medical staff and the governing body (or responsible individual). For example, look at the bylaws and check for date of last review and initials by the person(s) responsible.
- Verify that the governing body (or responsible individual) is periodically apprised of the medical staff evaluation of patient care services provided in the CAH, at every patient care location of the CAH.
- Verify that any individual providing patient care services is a member of the medical staff or is accountable to a member of the medical staff qualified to evaluate the quality of services provided, and in turn, is responsible to the governing body (or responsible individual) for the quality of services provided.
- Verify that there are written criteria for staff appointments to the medical staff.
- Verify that selection of medical staff for membership, both new and renewal, is based upon an individual practitioner's compliance with the medical staff's membership criteria.
- Verify that at a minimum, criteria for selection to the medical staff are individual character, competence, training, experience, and judgment.

Pending agenda:

Capital Priorities List Meeting **Sep 2, 2015; Dec 2, 2015; Mar 2, 2016; Jun 1, 2016**

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

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

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, Randy Robertson, Kristin Carpenter, Native Village of Eyak Representative, Chamber of Commerce Representative, Business Community Representative, PWSSC Representative, Stage of the Tides Representative.

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Chair, Marine Advisory Program Coordinator; Chelsea Haisman; and Jeremy Botz, ADF&G

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

Calendars:

3 months of calendars are attached hereto
June 2015; July 2015; Aug 2015

June 2015

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

July 2015

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

August 2015

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

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

MAYOR AND CITY COUNCIL - ELECTED

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

SCHOOL BOARD - ELECTED

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

LIBRARY BOARD - APPOINTED

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

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

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

PLANNING AND ZONING COMMISSION - APPOINTED

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

HARBOR COMMISSION - APPOINTED

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

PARKS AND RECREATION COMMISSION - APPOINTED

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