

**Mayor**

James Kacsh

**Council Members**

Kristin Carpenter

Tim Joyce

Tom Bailer

Bret Bradford

EJ Cheshier

David Reggiani

James Burton

**City Manager**

Randy Robertson

**City Clerk**

Susan Bourgeois

**Deputy Clerk**

Tina Hammer

**Student Council**

Summer Vacation

**REGULAR COUNCIL MEETING**

**JULY 02, 2014 @ 7:00 PM**

**LIBRARY MEETING ROOM**

**AGENDA**



**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**C. ROLL CALL**

Mayor James Kacsh, Council members Kristin Carpenter, Tim Joyce, Tom Bailer  
Bret Bradford, EJ Cheshier, David Reggiani and James Burton

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

**E. DISCLOSURES OF CONFLICTS OF INTEREST**

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

1. Guest Speaker – **Candace Winkler**, CEO Alaska Community Foundation, presentation on assistance with Cordova Center capital campaign
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. Approval of exception for “Copper River Wild Salmon Festival”..... **(page 1)**  
July 18-19, 2014 location Mt. Eyak Ski Area and/or Bidarki
5. Approval of exception for “The Painted Bird” Closing Reception July 31, 2014..... **(page 2)**
6. Resolution 07-14-28..... **(page 4)**  
A resolution of the City Council of the City of Cordova, Alaska, authorizing the city manager to enter into a five (5) year lease of the building locally known as the “Old Sea Grant Office” located on a portion of Lot 3, Block 7A, Tidewater Development Park with the Prince William Sound Science Center

**H. APPROVAL OF MINUTES**

7. Regular Meeting Minutes 05-21-14..... **(page 16)**
8. Public Hearing Minutes 06-04-14..... **(page 21)**

**I. CONSIDERATION OF BIDS**

**J. REPORTS OF OFFICERS**

9. Mayor’s Report
10. Manager’s Report
  - a. Information on possible bond amortization schedules..... **(page 22)**
11. City Clerk’s Report
  - a. Report on effect of Substitute Ordinance 1115..... **(page 25)**

**K. CORRESPONDENCE**

12. Letter from Janice Warga on 06-06-14 regarding Mill Rate for 2014..... **(page 26)**
13. Email from David Allison on 06-12-14 regarding School District Budget..... **(page 27)**
14. Letter from AMHS Employee Union representatives on 06-05-14 regarding negotiations..... **(page 30)**
15. Email from Jeff Bailey on 06-16-14 regarding Cordova Center Funding..... **(page 31)**
16. Letter from State of Alaska on 06-20-14 regarding 2015 Designated Legislative Grant..... **(page 32)**

## **L. ORDINANCES AND RESOLUTIONS**

- 17. Ordinance 1118..... (voice vote)(page 33)**  
An ordinance of the City Council of the City of Cordova, Alaska, repealing Cordova Municipal Code section 5.36.245 entitled “rural zone and mill rate differential” to eliminate the mill rate differential and separate tax zone created for the 68.23 square miles of land annexed to the City in March, 1993 – 2<sup>nd</sup> reading
- 18. Resolution 05-14-21..... (roll call vote)(page 48)**  
A resolution of the City Council of the City of Cordova, Alaska, authorizing amendment to the FY14 budget by changing line item #101-902-57000 to \$830,975 and by changing line item #101-300-40001 to \$1,892,334 and authorizing the transfer of an additional \$30,334 to the Cordova School District to fund the school district to the maximum local contribution allowed by the Alaska Department of Education and Early Development
- 19. Resolution 07-14-27..... (roll call vote)(page 51)**  
A resolution of the City Council of the City of Cordova, Alaska, adopting a Cordova Center phase II project budget as summarized pursuant to the following table

## **M. UNFINISHED BUSINESS**

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

- 20. Cordova Center Phase II amendment to the contract with Dawson..... (voice vote)(page 55)**  
Construction Inc., establishing a Gross Maximum Price for approx. \$9.9M and authorizing work up to approx. \$8.7M
- 21. Resolution 07-14-29..... (roll call vote)(page 64)**  
A resolution of the City Council of the City of Cordova, Alaska, appropriating \$8,701,057 from the Cordova Center fund balance to pay Dawson Construction Inc. for construction of the Cordova Center Project
- 22. Pending Agenda and Calendar..... (page 67)**

## **O. AUDIENCE PARTICIPATION**

### **P. COUNCIL COMMENTS**

- 23. Council Comments**

### **Q. EXECUTIVE SESSION**

- 24. Contract negotiations with Dawson Construction Inc.**
- 25. Direction from attorney regarding PWSSC disposal negotiation update**

## **R. ADJOURNMENT**

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

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

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



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

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

Mayor Jim Kasch  
City Council Members

May 30, 2014

Ladies and Gentlemen:

Cordova Arts & Pageants is again partnering with the Alaska Salmon Runs, Prince William Science Center, Copper River Watershed Project, Copper River PWS Marketing Association and many other local organizations to produce the 10th annual Copper River Wild Salmon Festival on July 18-19, 2014. This event includes the 14th annual Salmon Jam Music Festival and 27th annual Alaska Salmon Runs along with several other entertaining and educational components. Copper River Wild Salmon Festival is a home-grown event, but is quickly making Cordova a more popular place to visit in the summer.

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

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

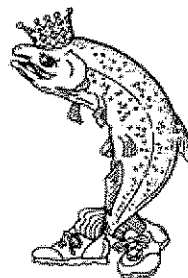
The festival has benefited from the city's involvement in making this a great family event for Alaskan families and we look forward to future festivals. If you haven't been to the festival yet, may I encourage you to come and participate? You'll see how this festival has grown to be an Alaskan favorite.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

Thank you for your consideration.

Sincerely,

Cathy Long  
Volunteer  
Cordova Arts & Pageants

Cordova  
Arts  
& Pageants





*Preserving Cordova's past for the future...  
A community museum and educational facility.*

PO Box 391, 622 First Street, Cordova Alaska 99574 [www.cordovamuseum.org](http://www.cordovamuseum.org)

Mayor Jim Kacsh  
City Council Members

June 24, 2014

Gentlemen and Ladies:

The Cordova Historical Society will be closing our Invitational Art Show for the summer season. The Museum staff has decided to take a break this year from "Fish Follies", our annual national juried show. As fun as that has been, we decided to have a change of theme and create an exhibit around another wonderful thing that occurs in abundance here; Birds!

This invitational show, titled "The Painted Bird," coincided with Cordova's annual Copper River Delta Shorebird Festival and the visit by this year's Festival special guest, internationally renowned bird and wildlife artist Lars Jonnson.

In an effort to simplify the whole event we invited local artists who focused much of their artistic energy around depicting birds of all kinds. To add variety to our local mix of talent, we extended the invitation to a few Alaskan artists of note who live beyond Cordova's important flyways and who meet that criterion.

The show has been extremely successful and we sold a number of the paintings, but to offer one more opportunity we are planning to have a closing reception as well.

The Cordova Historical Society would like to request an exceptional use permit to City Ordinance 6.12.030 regarding the allowance of alcoholic beverages within a municipal building for the closing Reception of 'The Painted Bird.'

We would like to be able to offer champagne along with bird-themed refreshments for the opening reception on Thursday, July 31st from 5:00pm until 7:00 pm.

The event will be manned by Cordova Historical Museum staff as well as Cordova Historical Society volunteers. With your approval we would submit for a one-time event permit from the Alaska Alcohol Control Board.

*"A **Special Events Permit** authorizes a nonprofit fraternal civic or patriotic organization active for at least two years before application and incorporated under AS 10.20 to sell or dispense beer and wine for specific events during a limited period of time. (permit fee - \$50.00 per day)"*

Thank you for considering our request.

Sincerely,

*Mike Webber, president*

Cordova Historical Society Trustees

# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 6/25/2014  
**Re:** Prince William Sound Science Center Lease on “Old Sea Grant Office”

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## **PART I – GENERAL INFORMATION**

Tax Lot No.: 02-060-250  
Requested Action: Lease “Old Sea Grant Office”  
Applicant: Prince William Sound Science Center  
Applicable Code: 5.22 Disposal of City Real Property

## **PART II – BACKGROUND**

This building has been leased to the Science Center in various lengths of time to since 1999. The last three lease terms were for two years each. Their current lease will expire on July 31. The new lease will be for a period of five years, expiring on July 31, 2019. Attached following this memo is the lease (Attachment A) which contains an exhibit of the property in question.

There have been no problems related to this lease; payments have always been timely and conditions of the lease have been met.

## **PART III – STAFF RECOMMENDATION**

Staff recommend that the City Council approve resolution 07-14-28 in the Consent Calendar.



**CITY OF CORDOVA, ALASKA  
RESOLUTION 07-14-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE OF THE  
BUILDING LOCALLY KNOWN AS THE “OLD SEA GRANT OFFICE” LOCATED ON A  
PORTION OF LOT 3, BLOCK 7A, TIDEWATER DEVELOPMENT PARK WITH THE  
PRINCE WILLIAM SOUND SCIENCE CENTER;**

**WHEREAS**, the current lease with Prince William Sound Science Center for this building will expire on July 31, 2014 and this new lease would continue their tenancy and expire on July 31, 2019; and

**WHEREAS**, the lease is generally described as the building (locally known as the “Old Sea Grant Office”) and the dock underneath the building located on a portion of Lot 3, Block 7A, Tidewater Development Park; and

**WHEREAS**, the annual rental rate will be Two Thousand Six Hundred Twenty Five Dollars and Forty Cents (\$2625.40); and

**WHEREAS**, the lease is hereto attached as Attachment A.;

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova hereby authorizes and directs the City Manager to renew the lease on the property to the Prince William Sound Science Center in accordance with the terms in the Lease. The form and content of the Lease now before this meeting is in all respects authorized, approved and confirmed by this resolution, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease reflecting the terms in the Lease on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease;

**PASSED AND APPROVED THIS 2<sup>nd</sup> DAY OF JULY, 2014.**

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

ATTEST:

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

ATTACHMENT A

**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 the **PRINCE WILLIAM SCIENCE AND TECHNOLOGY CENTER (D.B.A. PRINCE WILLIAM SOUND SCIENCE CENTER)** 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 of Lot 3, Block 7A, Tidewater Development Park, Plat 93-2, located within Cordova Recording District, Cordova Alaska; and

**WHEREAS**, Tenant desires to lease the building (locally known as the "Old Sea Grant Office") and the dock underneath the building (referred to hereinafter as 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 five (5) years, commencing on August 1, 2014, (the "Commencement Date") and expiring five (5) years later, on July 31, 2019, 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 Two Thousand Six Hundred Twenty Five Dollars and Forty Cents (\$2625.40) annually ("Base Rent"), which shall be due and payable in advance on the Commencement Date of this agreement. 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) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease ("Additional Charges").



## ATTACHMENT A

**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 use as Tenant's storage, and the Premises shall not, without prior written consent of the Landlord, be used for any other purposes. Landlord expressly reserves the right to terminate this lease in the event Tenant fails to operate said use for a period of eighteen consecutive months.

**B. Inspections.** The City will provide Tenant with at least 24-hours' notice before inspecting the Premises, except no notice will be provided when the public health or safety or preservation of the Premises requires immediate inspection. 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

## ATTACHMENT A

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 (30) days' written notice to the Tenant.

### **5. 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.

### **6. 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.

### **7. 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.

### **8. 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.

### **9. 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 hereafter defined) 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

## ATTACHMENT A

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 and subsequently enters the soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise surrounding the Premises; (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.

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

### **10. 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 One Million Dollars (\$1,000,00.00) 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.

## **11. 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.

## **12. DEFAULT AND REMEDIES**

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

## ATTACHMENT A

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. The City may hold Tenant liable for Rent, Additional Charges, and other payments for which Tenant is obligated under the Lease, but only up to the amount not recaptured by the City after reletting the Premises;

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.

### **13. 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.

### **14. 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.

### **15. RESERVATION OF RIGHTS**

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to 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.

### **16. SIGNS**

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without approval of the City Manager first being obtained; provided, however, that this prohibition shall not

## ATTACHMENT A

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.

### **17. 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.

### **18. EMINENT DOMAIN**

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

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

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

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

### **19. COSTS**

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.

### **20. MISCELLANEOUS**

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

**B. Entire Agreement.** This Lease represents the entire agreement between the parties with respect to the subject matter hereof, 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:

ATTACHMENT A

**TO CITY:**  
**City of Cordova**  
**Attn: City Manager**  
**PO Box 1210**  
**Cordova, Alaska 99574**

**TO TENANT:**  
**Prince William Sound Science Center**  
**Attn: Katrina Hoffman**  
**PO Box 705**  
**Cordova, Alaska 99574**

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 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 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



ATTACHMENT A

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 OF CORDOVA:**

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

Date: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

**PRINCE WILLIAM SOUND SCIENCE CENTER:**

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

Date: \_\_\_\_\_

Its: \_\_\_\_\_

ATTACHMENT A

EXHIBIT A



**CITY COUNCIL REGULAR MEETING  
MAY 21, 2014 @ 7:00 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kacsh* called the Council Regular Meeting to order at 7:00 pm on May 21, 2014, in the Library Meeting Room.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**C. ROLL CALL**

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

**D. APPROVAL OF REGULAR AGENDA**

*M/Reggiani S/Burton* to approve the Regular Agenda.

*Mayor Kacsh* said he would be adding the Student Council members from Mt. Eccles Elementary School who were present to speak to Council tonight.

Vote on motion: 5 yeas, 0 nays, 2 absent (Bradford, Cheshier). Motion passes.

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

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

1. Guest Speaker – The Student Council from Mt. Eccles Elementary School presented the Mayor with a check for \$342.16 which they had raised at a bake sale and had voted to donate to the Cordova Center.

2. Audience comments regarding agenda items - none

3. Chairpersons and Representatives of Boards and Commissions

*Harbor – Burton* said there hadn't been a Harbor Commission meeting since his last report to Council; *Health Services Board – Carpenter* said there hadn't been a Health Services Board meeting since her last report to Council; *Parks and Rec - Carpenter* said there hadn't been a Parks and Recreation Commission meeting since her last report to Council; *Planning and Zoning – Reggiani* said that P&Z had met last week and they had approved a preliminary plat and it was before Council tonight, they also approved a conditional use permit with conditions recommended by staff as well as a few added by the commission – that was for CWC to replace their tower on ski hill; *School Board – Bradford* was not present but *Mayor Kacsh* said he had been at the School Board meeting and he made comments regarding a resolution they had before them which they would up referring to staff.

4. Student Council Representative Report – the student Council member was not present.

**G. APPROVAL OF CONSENT CALENDAR**

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

*Reggiani* called out item 5 and it was placed later in the agenda as item 18a.

**~~5. Ordinance 1117~~**

~~An ordinance of the City Council of the City of Cordova, Alaska, authorizing a lease for a portion of Lot 5A, Block 3, Odiak Park Subdivision, Plat 79-5, specifically 38,069 square feet of land to the State of Alaska, Department of Fish and Game—1<sup>st</sup> reading~~

**6. Resolution 05-14-24**

A resolution of the City Council of the City of Cordova, Alaska, approving the Final Plat of Replat, portion of Lot 3 Alaska State Land Survey No. 81-28, Plat 81-28, creating Lots 3a and 3b Alaska State Land Survey No. 81-28

7. Change the “previously recorded as unexcused” absence of Council member Carpenter from the March 05, 2014 Regular Meeting to “**excused**”

8. Record excused absence of Council member Bradford from the May 07, 2014 Regular Meeting

Vote on Consent Calendar: 5 yeas, 0 nays. Cheshier – absent; Joyce-yes; Bradford-absent; Bailer – yes; Carpenter-yes; Burton – yes and Reggiani-yes. Consent Calendar was approved.

## **H. APPROVAL OF MINUTES**

*M/Joyce S/Burton* to approve the Minutes.

9. Special Meeting Minutes 10-30-13

10. Regular Meeting Minutes 05-07-14

Vote on motion: 5 yeas, 0 nays, 2 absent (Bradford, Cheshier). Motion passes.

## **I. CONSIDERATION OF BIDS**

10a. Contract approval with GV Jones & Associates for Engineering Services for the LT2 Water System Compliance project

*M/Joyce S/Bailer* I move to direct the City Manager to enter into a contract with G.V Jones & Associates of Anchorage, Alaska, to provide Engineering Services for LT2 Water System Compliance for the sum of \$1,615,300.

*Joyce* said from what he read it appears as though there were only two bidders and this was the better of the two. *Bailer* said he sees where this will be completed by September 30, 2016, he wondered if there were liquidated damages included. *Public Works Director Rich Rogers* said that would be a provision in the contract with the contractor – we don’t yet have a contract with them yet; this is just moving ahead with the engineering firm. *Reggiani* said he thought it was a little difficult to understand which piece of procurement code was being utilized. He hoped next time it could be clearer in the memo and agenda item write-up. *Joyce* said he is satisfied with where we are and where we are going.

Vote on motion: 5 yeas, 0 nays, 2 absent (Bradford, Cheshier). Motion passes.

## **J. REPORTS OF OFFICERS**

11. Mayor’s Report – *Mayor Kacsh* said he attended the School Board meeting because he hoped they would have a resolution supporting Council’s resolution as was discussed at the last Council meeting. It wasn’t worded as the Board had preferred and they referred it to staff. He also met with a film crew that was pitching a show to either the Discovery channel or National Geographic.

12. Manager’s Report – *Robertson* said he spoke with John Bitney and Bitney said he and his band would be here June 6 for the Copper River Nouveau. *Robertson* also introduces two new employees to the City Council; *Savannah Webber* of the police department dispatch office and *Jason Gabrielson* the new technology lead at the Library. He also mentioned that the pool project is underway; changing over to saline system and some of the leftover Providence money allowed us to purchase a lift that helps the disabled get into and out of the pool as well as a rapid swim suit dryer. He challenged *Ms. Herschleb* to maybe have a grand reopening when it’s ready to go, in bout 2 to 3 weeks. He checked on the baler project and *Mr. Rogers* checks it daily; on a good glide path. *Joyce* commented that the baler site on the South Fill has been very convenient for people.

13. City Clerk’s Report – *Bourgeois* said she had a written report in the packet.

## **K. CORRESPONDENCE**

14. Army Corps of Engineers public notice 04-18-14

15. Army Corps of Engineers public notice 04-18-14

16. Letter to Governor Parnell in re Capital budget 05-08-14

## **L. ORDINANCES AND RESOLUTIONS**

17. Substitute Ordinance 1115

An ordinance of the City Council of the City of Cordova, Alaska, amending sections 3.40.020 entitled “planning commission created- membership,” 3.40.030 entitled “planning commission-chairman,” 3.40.050

entitled “planning commission-members’ terms of office,” 3.52.020 entitled “advisory parks and recreation commission-membership,” and 11.08.020 entitled “harbor commission” to clarify and make consistent council member designation for service on city commissions, make council member service on commissions permissive rather than obligatory, and to reduce the number of commissioners on the parks and recreation commission from seven to five

**M/Reggiani S/Bailer** to adopt Substitute Ordinance 1115 an ordinance of the City Council of the City of Cordova, Alaska, amending sections 3.40.020 entitled “planning commission created- membership,” 3.40.030 entitled “planning commission-chairman,” 3.40.050 entitled “planning commission-members’ terms of office,” 3.52.020 entitled “advisory parks and recreation commission-membership,” and 11.08.020 entitled “harbor commission” to clarify and make consistent council member designation for service on city commissions, make council member service on commissions permissive rather than obligatory, and to reduce the number of commissioners on the parks and recreation commission from seven to five.

**Reggiani** said we had a couple of discussions at a few different meetings on this. **Mayor Kacsh** said that overall the feeling he gets from board and commission members that he has talked to is that they prefer a Council member on there and don’t like the “may” instead of “shall”. He also thinks many of the board and commission members don’t like the change to three years terms or council members and he is concerned that Council isn’t taking into account the Parks and Rec Commission’s opinion to not change that commission to five members. **Bailer** said he will support this; he hears what the Mayor is saying but he doesn’t see anything in writing. He said as far as the go-between for Council and Commissions, in the P&Z Commission, it can be the City Planner who is there for every meeting. **Reggiani** agreed that the Council member is there on their own merits, with their own opinions, not as a representative of Council. **Burton** likes the “may” because it leaves the door open. As far as Parks and Rec being lessened to 5 members, it would have been nice to see a note from them regarding their opinion on that. **Mayor Kacsh** said Council member **Carpenter** and he were both at that Parks and Rec meeting and they heard it first-hand. He also opined that we have been lax and it is on us to help garner the interested people and help fill the seats.

**M/Carpenter S/Reggiani** to amend the ordinance to change the Parks and Recreation Commission size back to how it reads now; i.e. seven members, instead of the five that this ordinance changes it to.

Joyce opined that this would be a substantial change and would therefore require another public hearing and second reading.

Vote on motion to amend: 5 yeas, 0 nays, 2 absent (Bradford, Cheshier). Motion passes.

Vote on main motion: 4 yeas, 1 nay (Joyce), 2 absent (Bradford, Cheshier). Motion passes.

**18.** Ordinance 1116 an ordinance of the City Council of the City of Cordova, Alaska, enacting section 2.20.010 C of the Cordova Municipal Code to increase the notification requirements for City elections

**M/Reggiani S/Burton** to approve Ordinance 1116 An ordinance of the City Council of the City of Cordova, Alaska, enacting section 2.20.010 C of the Cordova Municipal Code to increase the notification requirements for City elections.

**Reggiani** said this is a second reading there has been discussion, it makes the advertising more clear. **Joyce** agreed.

Vote on motion: 5 yeas, 0 nays. Burton – yes; Joyce-yes; Cheshier – absent; Bradford-absent; Carpenter-yes; Reggiani-yes and Bailer – yes. Motion was approved.

**18a.** Ordinance 1117

An ordinance of the City Council of the City of Cordova, Alaska, authorizing a lease for a portion of Lot 5A, Block 3, Odiak Park Subdivision, Plat 79-5, specifically 38,069 square feet of land to the State of Alaska, Department of Fish and Game – 1<sup>st</sup> reading

**Reggiani** said he pulled this so there would be a little pause and discussion on this lease. He said when you add all the lease terms together the approval of this would tie up this land for 58 years. If you are familiar with code, we have a maximum of thirty years allowed on a lease. He is not objecting to this lease but thought a discussion was warranted due to the very long term of this lease. **Mayor Kacsh** asked if the code referred to

lease amendments and renewals as well or just initial leases. **Reggiani** said it was his interpretation that it meant not to exceed thirty years cumulative. City Planner **Greenwood** read the pertinent code, *“the term of the lease may not exceed thirty years, including renewals, unless the city council approves a longer term upon finding that the longer term will be beneficial to the city or the citizens of Cordova in light of the purpose of the lease, the use of the premises and the nature of any improvements to be constructed thereon”*.

**Joyce** said that after hearing that he says that Council has the right to approve this per that code section. He thinks it is very important to the public, etc. to keep ADF&G here. **Burton** agreed. **Reggiani** said he supports this as well. **Bailer** said he supports ADF&G.

Vote on motion: 5 yeas, 0 nays, 2 absent (Cheshier, Bradford). Motion passes.

## **M. UNFINISHED BUSINESS**

**19.** Designation of council rep to Parks and Recreation Commission  
Council agreed to bring this back after Sub Ord 1115 goes into effect.

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

**20.** 2014 Budget review & discussion

**Robertson** presented what Finance Director **Jon Stavig** had created for Council – basically the out of budget expenses that have been incurred so far this year.

**21.** Certification of 2013 property tax roll

**M/Reggiani S/Bailer** to certify the 2014 Property Tax Roll.

**Reggiani** thanked the Clerk’s department for the summary and the numbers, etc. **Joyce** said this will lead into the important discussions at the next meeting with the setting of the mill rate. **Joyce** mentioned the off-budget items that were purchased, such as the CT Scanner. He also mentioned school funding maybe seeing an increase and the decrease in Title 2 funds, or Timber Receipts. **Reggiani** asked about the mill rate differential between the in-town and out of town mill rates. **Joyce** gave some history and said the differential is in code and could be removed after five years due to a settlement agreement that was signed during annexation. That was in 1995. Other Council members opined in agreement with **Joyce** and the Clerk was directed to bring an ordinance next time eliminating the mill rate differential. **Carpenter** agreed and said the differential was in place and was meant to be removed after a time certain. The Clerk had asked if any other mill rate scenarios were requested to be available and **Reggiani** and **Joyce** asked for scenarios to include: 1) the budgeted revenue amount plus \$267K and, 2) the budgeted revenue amount plus \$267K plus \$95K.

Vote on motion: 5 yeas, 0 nays, 2 absent (Cheshier, Bradford). Motion passes.

**22.** Procedures for the Abatement of Dangerous Buildings – discussion including the requested tax incentives - property tax exemptions information. **Robertson** explained that this was just his way of telling Council of some steps they would be taking, specifically the Planning department, regarding some problem properties around town. **Robertson** said it was his way to give Council some visibility of this before they start hearing about it. **Reggiani** thanked Randy for this – proactive instead of reactive.

**23.** Pending Agenda and Calendar

## **O. AUDIENCE PARTICIPATION**

**Cathy Sherman** wanted Council to know that Lynden Transport handed her a contribution today to the Cordova Center of \$10,000 in cash and a 50% discount on freight not to exceed \$50,000 over the next two years.

## **P. COUNCIL COMMENTS**

**24.** Council Comments

**Joyce** wanted to recognize the DMV employees that recently went out of their way to be extra helpful and efficient in performing their job.

**Bailer** agreed with **Joyce**, he also got some great customer service at DMV recently. On the opposite side of that, he said there is a big chuck hole at the end of his road that he sees City vehicles drive through every day.

**Mayor Kacsh** wondered about the possibility of turning the lot behind the Library into seasonal parking overflow for Main Street.

*M/Reggiani S/Burton* to take a five minute recess. With no objection the meeting was recessed at 8:26 pm and reconvened at 8:34 pm.

#### **Q. EXECUTIVE SESSION**

##### **25. Cordova Center Finances**

*M/Joyce S/Burton* to enter into an executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government, specifically, Cordova Center Finances update.

Vote on motion: 5 yeas, 0 nays, 2 absent (Cheshier, Bradford). Motion passes.

Council entered the executive session at 8:35 pm and reconvened the regular meeting at 10:06 pm.

Council member *Cheshier* arrived at the meeting during the executive session via teleconference at 8:46 pm.

*Mayor Kacsh* said that Council gave advice to the City Manager.

#### **R. ADJOURNMENT**

*M/Burton S/Joyce* to adjourn. Hearing no objections the meeting was adjourned at 10:07 pm.

Approved: July 2, 2014

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



**CITY COUNCIL PUBLIC HEARING  
JUNE 04, 2014 @ 6:45 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

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

**B. ROLL CALL**

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

**C. PUBLIC HEARING**

1. Substitute Ordinance 1115

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

2. Ordinance 1117

An ordinance of the City Council of the City of Cordova, Alaska, authorizing a lease for a portion of Lot 5A, Block 3, Odiak Park Subdivision, Plat 79-5, specifically 38,069 square feet of land to the State of Alaska, Department of Fish and Game

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

**M/Reggiani S/Bradford** to recess until 6:55 pm.

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

The public hearing was recessed from 6:47 pm until 6:55 pm.

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

**D. ADJOURNMENT**

**M/Reggiani S/Bailer** to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 6:56 pm.

Approved: July 02, 2014

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

Memorandum for Mayor and City Council

Date: 25 June 2014

From: City Manager

Subject: Possible Bond Amortization Schedules

Councilor Reggiani has asked for you to have the payment schedules for possible bonding scenarios. Attached you will find notional options provided by the Alaska Municipal Bond Bank and Sterne-Agee, Inc., a nation-wide and international financial organization.

The figures at enclosure 1 are from recent sales at the Bond Bank, while those at enclosure 2 are straight quotes from Sterne Agree on rates from last week. All simply provide you with information as to payment options for \$1m to \$5m over 20 and 30 years.

v/r

Randy Robertson

# Bond Financing Scenarios

Amount	Rate	Term	Payment
1,000,000	3.3%	20 years	\$69,093
3,000,000	3.3%	20 years	\$207,281
5,000,000	3.3%	20 years	\$345,469

Amount	Rate	Term	Payment
1,000,000	3.7%	30 years	\$55,742
3,000,000	3.7%	30 years	\$167,227
5,000,000	3.7%	30 years	\$278,711

The above chart of 20 year and 30 year rate scenarios were obtained from a recent Alaska Municipal Bond Bank sale of mid-June '14 and exclude any fee considerations. Payments amounts are estimates based upon a fixed payment amortization.



# General Obligation New Money Financing Scenarios

Financing Scenarios - Key Statistics			
Total Par Amount	All-In True Interest Cost (TIC)	Final Maturity	Average Annual Debt Service
20 Year Amortization			
\$5,000,000	3.34%	8/ 1/ 34	\$358,145
25 Year Amortization			
\$5,000,000	3.67%	8/ 1/ 39	\$315,467
30 Year Amortization			
\$5,000,000	3.96%	8/ 1/ 44	\$292,028

- The chart above highlights some key statistics for the City's \$5MM Proposed General Obligation Bonds amortized over 20, 25 and 30 years.
- All numbers are calculated on a bond year basis (8/ 1)



City of Cordova,  
Office of the City Clerk  
Cordova, AK 99574  
602 Railroad Avenue \* PO Box 1210

Phone: 907.424.6248  
Fax: 907.424.6000  
Cell: 907.253.6248  
E-mail: [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net)

## CITY CLERK'S REPORT TO COUNCIL

*July 2, 2014 Regular Council Meeting*

**Date of Report:** June 23, 2014

This is a head's up and a request for direction:

Substitute Ordinance 1115 becomes effective on July 13. I want to be prepared to fill the boards and commissions which have vacancies. Mayor Kacsh has asked for separate agenda items at the July 16 meeting which each will be two-fold in nature.

- 1) There will be a Harbor Commission agenda item asking first, if Council wants to keep a Council member on the board, then asking the current member (Burton) if he wants to remain on or not.
- 2) Same for Planning and Zoning Commission (Reggiani)
- 3) Same for Parks and Recreation Commission (no seated Council member)

I would also like direction on how to advertise the vacancies if the Council members do not choose to remain. I would also like direction on terms, which are not clear in code. Yes, three years, but only Harbor Commission Code delineates the month (January), the other two have been, since I can remember November turnover months.

Current status:

Parks and Rec – no Council member, three vacancies total

Planning and Zoning – Reggiani is a Council member who was elected by Council – no vacancies

Harbor Commission – Burton is a Council member who was elected by Council – no vacancies

6/6/2014

To Mayor Kasch and Cordova City Council Members,

I'm writing this letter to voice my concerns about the issue of raising our local mill rate. Below is a list of points I want to make sure you have considered:

--- 47% taxable base---- 53% exempt  
(there is a lot put on the taxable property owners)

--- an increase in the mill rate will cause local businesses to increase customer tax to pay for their goods--it becomes harder and harder to live here, when many wages have not gone up.

I know the you all work very hard for our town and try to make the best decisions for our community. As a property tax payer I would like you to look at alternative ways to find money for your budget. For instance, consider some way to tax summer residents that will not affect the local residents.

Thank you for your time, and for taking on this issue and looking at other ideas.

Janice Warga  
P.O.Box 273  
602 Alder Street  
Cordova, Alaska 99574

**From:** [David Allison](#)  
**To:** [csd\\_board@cordovasd.org](mailto:csd_board@cordovasd.org); [Theresa Keel](#)  
**Cc:** [Jim Kacsh](#); [Kristin Carpenter](#); [Tim Joyce](#); [Tom Bailer](#); [E.J. Cheshier](#); [David Reggiani](#); [Bret Bradford](#); [James Burton](#); [Randy Robertson](#); [Susan Bourgeois](#)  
**Subject:** School Budget and Request for City Money  
**Date:** Thursday, June 12, 2014 2:27:45 PM

---

TO: Cordova School Board  
Superintendent of Schools, Theresa Keel-

CC: Mayor Jim Kacsh  
Cordova City Council  
City Manager, Randy Robertson  
City Clerk, Susan Bourgeois (For the Council Packet)

Greetings...

Thank you again for your volunteer work on behalf of our community!

I wanted to clarify my position on your budget and requests for funding from the City of Cordova, because there may be some of you who might think that I do not support the schools, as I have been critical lately especially in regards to the request for additional monies from the City of Cordova.

Every single year that I was a member of City Council, I voted to fully support the schools during the budgeting process. I don't recall a situation where more money was asked for to reach the cap midway through the year like happened this year, perhaps there never was an opportunity before.

As a Council Member, one has to consider ALL aspects of the City, revenues and expenditures, and where those revenues come from. Currently, the only variable that is controllable at all by the Council is the Property Tax Mil Rate. There is a huge balancing act to make sure basic and desired services are funded as well as not raising fees and taxes so much that folks are driven out of town. I know you all understand that Cordova is not the most economical place in the country to live!

So, when I see the School District very close to its State mandated Maximum it can have in its reserve fund, and hear from the accountant at the schools that it looks like you will be very close to maintaining balance this current year, and indeed if your 2015 Budget is approved as it stands by Council you will be OVER your cap...I do not think it is prudent to ask the City to tax the property owners in town additional monies just because the State allows you to ask for more now. IF the City approves the additional 30k for 2014, and approves the 2015 budget with the additional 95k over expenses, you will be over your cap and be writing the City back a check in order to not have the State withhold money.

Oh Wait...I know what will happen..The School District will find a way to spend more money so that they stay below the 10% cap...even if they don't really need to spend it, it will be available, so better to spend it than return it! The same sort of thing was discussed at last years Cordova Budget hearings with the Hospital...Should the Council put in a contingency for the Hospital in case they need it? It was debated and in the end, the Council felt it was not an incentive for CCMC to SAVE expenses...but rather an incentive for them to spend more,



need or not!

I don't know the financial condition of each of you, but I can assure you, to many property owners in Cordova, it is tough enough to pay the taxes we already have,. It is a hard pill to swallow adding in an amount just because we can.

It was stated at your last meeting June 10th, 2014, during your Budget Revisions, that the State came up with an extra 200k roughly so the City could increase there cap for the 2015 budget. The previously approved budget (Approved by the School Board on May 13th, 2014) had a fund balance revenues over expenses of approximately \$157,017...add to that a couple hundred thousand additional state money, gives us over \$350k more than the approved Budget expenditures from May 13, 2014...in the revised budget, there is an added Teacher slotted that we may or may not hire, there is at least one additional Aide, and a 40k understatement on the original activities budget...maybe some other changes not covered specifically. This additional spending certainly is not required, or it would have been in the original approved budget, so as to not go over the cap, it was all spent, leaving nearly exactly the same amount in the General fund to add to the fund balance to get us again, right to the Cap. Asking for money because we can, and spending everything we are allowed...I just can not support that at the School District and School Board level, nor can I support that with the City Council.

It is not that I do not support the schools, I certainly do as proven by my voting record while serving on City Council. I just don't support the School District asking for every nickel they possibly can and then some, need or no need, balanced on the backs of the property owners in town.

That all said...You also talked about goals and other revenue sources during the Board Workshop on the 10th of June, 2014. I have mentioned to some of you that I believe the best thing about HB 278 was not additional school funding through the base allocation nor the additional amount outside of the base that was given for the next 3 years. The BEST thing about the new law is that Tax Credits can be earned by giving donations to primary and secondary schools. If I was a member of your School Board, I would spend a little bit of that General Fund Reserve money on a professional Fund Raiser who can reach out to those organizations who pay State Taxes for various things like Mining Resources, Processing Taxes, Etc...There are several categories who pay State Taxes and could receive up to \$150,000 in Tax Credits for donations up to \$200,000. Previous to this law, the additional credit could only be taken for post-secondary institutional donations, HB 278 opens it up to Primary, and Secondary schools as well. Of course there are other Tax Credits the Companies can receive and the maximum total is 150k but any amount we can add to the schools is more than we have now!

This is a NEW law, but I would not ignore the possibility of this new revenue source. The potential upside is huge, if we get in on it right away. Companies such as Trident, Ocean Beauty, Copper River Seafoods, all have facilities in other communities, that will likely want a cut of the pie. An organization will need to spread their donations around, I believe those that get in first, ask professionally, and have good solid reasons and a plan for using those monies will be able to garner the lions share. Certainly you will generate enough revenue to cover your professional fund raiser. I think this is the greatest opportunity that the school district has had in a long time to diversify its revenue sources, decreasing the need to balance their budget on the backs of the other tax payers in the community.

If you would like to discuss further, or have any questions, I am happy to assist in any way that I can.

David Allison, 429-2100

[david@ctcak.net](mailto:david@ctcak.net)



June 5, 2014

Dear Friends,

We're writing to let you know that all of us are working hard to try and reach agreements with the State Administration for new contracts covering more than 800 vessel employees of the Alaska Marine Highway system.

We are totally committed to providing Alaskans with the safest and most dependable ferry service in the world. We take pride in our safety and service record that is second to none – and we intend to make sure that safety remains the top priority in our fleet so we can continue connecting families and communities throughout the State.

While we remain hopeful, time is running out to reach agreements before the peak season of the ferry system. All of us who work on the ferries have been trying hard to reach a settlement since late last year. But after six months, those efforts are failing because Administration officials appear unable to make a decision and settle on fair terms.

We have repeatedly made clear to the Administration that we want this settled before the peak season for the Alaska Marine Highway System. We believe we've made fair, reasonable offers to the Administration which would address the State's budgetary concerns while, at the same time, providing quality Agreements for our members.

But at some point – and that point is coming soon – vessel employees will reach the breaking point, because it just isn't acceptable for Administration officials to drag their feet as the contract deadlines approach.

We've told the Administration that further delays are not acceptable. We've said that if agreements are not reached by the end of June, then the consistent and dependable service that we take pride in providing every day may be in jeopardy.

We're ready to sit down and get this finished immediately. We're ready to meet anytime, anywhere; 24 hours a day if necessary.

A phone call or message of concern to Department of Transportation and Public Facilities (DOTPF) Commissioner Pat Kemp may be helpful at this point. Commissioner Kemp's office phone is 907-465-3901 and his e-mail address is [pat.kemp@alaska.gov](mailto:pat.kemp@alaska.gov). We're not asking you to choose sides or get involved – just ask for the delays to end and the issues to be settled.

We look forward to continuing to provide safe, reliable ferry service for the State of Alaska. There's no reason this can't be resolved quickly. And with your help, we can get it done even sooner. Thanks for supporting the vessel employees of the Alaska Marine Highway system.

Sincerely,

Ricky Deising  
Alaska Regional Director  
Inlandboatmen's Union of the Pacific  
(IBU)

Ben Goldrich  
Representative  
Marine Engineers Beneficial Association  
(MEBA)

Captain Ron Bressette  
Representative  
Masters, Mates & Pilots  
MM&P

**Resent-From:** <[CouncilSeatA@cityofcordova.net](mailto:CouncilSeatA@cityofcordova.net)>  
**From:** Jeffrey Bailey <[jjeffish@gmail.com](mailto:jjeffish@gmail.com)>  
**Subject:** Cordova Community Center  
**Date:** June 16, 2014 at 7:30:34 PM AKDT  
**To:** [CouncilSeatA@cityofcordova.net](mailto:CouncilSeatA@cityofcordova.net)

Dear Kristen,

I was showing my wife the new Cordova Community Center today and when talking to Kathy Sherman we were excited to hear that most of the funding to complete the project is in hand but equally surprised that the project completion was being held up by some members of the council.

My concern with this position is two-fold.

First with the city council recently raising the mill rate on property taxes the city should be looking for more revenue generating opportunities. The Cordova Center when completed has a huge potential to not only help generate new revenue through bookings of business conventions, board retreats, state board meetings, music venues, SERVES training and community events, it would also be placing the city hall, museum, library and council chambers under one roof hopefully reducing overall cost.

Second, My wife pointed out to me that as a past program officer for the Rasmuson Foundation depending on how the grants were received the city could be required to pay back all the grant funds they have received for this project if the funders were to become aware of the city council holding up the completion of the building when the funds have been raised and are now available to finish the project they funded. In the near future additional funders like the Rasmuson Foundation or the Murdock Foundation would NOT entertain funding to complete a project that the city council stalled resulting in increased cost to the project.

As a 33 year property and business owner in Cordova I feel it would be irresponsible to delay this project any further. I'm hoping you can see your way to supporting the completion of this 12 year project. I know some of the council members are getting ready to go fishing and it would also be unreasonable to wait until after fishing to take this up again.

Thank you for your time and consideration on this matter.  
Jeff Bailey





THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

P.O. Box 110809  
Juneau, Alaska 99811-0809  
Main: 907-465-4731  
TDD: 907-465-5437  
Fax: 907-465-5867

June 20, 2014

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

RE: 2015 Designated Legislative Grant

Dear Mayor Kacsh:

I am pleased to notify you the City of Cordova has been appropriated a FY 2015 Designated Legislative Grant per AS 37.05.315, Grants to Municipalities for the purpose of Community Center Construction. The amount of state funding appropriated for this grant is \$4,000,000.00.

In order to receive grant funds, a grant agreement must be executed. Please provide the following information within 30 days:

- A scope of work for this project which includes a brief project description, proposed timeline and budget narrative. Enclosed is the Total Project Snapshot (TPS). The TPS is to be used as a reference for writing the brief project description. In the project description, describe the tasks and/or activities that will be accomplished with this grant funding.
- Completed Signatory Authority Form

Upon receipt of the requested information, I will prepare and send the grant agreement for signature.

A copy of the latest Designated Legislative Grantee Handbook is enclosed for your convenience. All grantees are encouraged to review the handbook as it contains new information. The handbook is also available online at: <http://commerce.alaska.gov/dnn/dcra/GrantsSection/DLGrants.aspx>

Congratulations on this award. I look forward to working with you to ensure the success of this project. If you have any additional questions, please contact me via phone at (907) 465-4731 or email [robin.park@alaska.gov](mailto:robin.park@alaska.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Robin Park".

Robin Park  
Grants Administrator II

Enclosures

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

---

DATE: June 23, 2014

TO: Mayor and City Council

SUBJECT: Ordinance 1118

---

At the May 21 Regular Meeting there was Council discussion during the certification of the property tax assessment roll regarding the mill rate which was set at the June 4, 2014 regular council meeting. The discussion was concerning the mill rate differential between the annexed area and the City area that was created after annexation in 1993. Council directed the City Clerk to bring an ordinance to the next Council meeting which would repeal section 5.36.245 of the Cordova Municipal Code which creates the rural zone and delineates the mill rate differential. Attached is the “settlement agreement” that is referenced in the **whereas**’ of the ordinance. Also attached is the CMC 5.36.245 which is the pertinent code reference. The ordinance passed at first reading on June 4 and is now before Council for a public hearing and second reading on July 2, 2014.

Required action: Majority roll call vote on second reading and final passage. A majority of all of Council is required.

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1118**

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

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

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

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

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

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

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

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

Section 1. Cordova Municipal Code Section 5.36.245 is repealed.

Section 2. This ordinance shall be effective thirty (30) days after its passage and publication or January 1, 2015, whichever date is later. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

1<sup>st</sup> reading: June 04, 2014

2<sup>nd</sup> reading and public hearing: July 02, 2014

**PASSED AND APPROVED THIS 2<sup>nd</sup> DAY OF JULY, 2014**

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

ATTEST:

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

COPY

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
THIRD JUDICIAL DISTRICT AT ANCHORAGE

RUSSELL and MARY BABIC, et al.,	)	
	)	City of Cordova
Appellants,	)	
	)	MAR 26 1996
v.	)	
	)	
STATE OF ALASKA, DEPARTMENT OF	)	
COMMUNITY AND REGIONAL AFFAIRS,	)	
LOCAL BOUNDARY COMMISSION;	)	
	)	
Appellee, and	)	
	)	
CITY OF CORDOVA;	)	
	)	
Intervenor/Appellee	)	
<hr/>		
Superior Ct. Case No. 3AN-93-01163 CI		
CONSOLIDATED WITH		
Case No. 3AN-93-01996		

SETTLEMENT AGREEMENT

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

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

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

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

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



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

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

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

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

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

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

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

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

b. Zoning and Building Codes in the Rural Zone.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

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

By: Beth Phillips  
BETH PHILLIPS

APPROVED:

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

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

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

APPROVED:

FARLEIGH & SHAMBUREK  
Attorneys for Appellants Babic et al

By: *Randall Farleigh*

RANDALL FARLEIGH

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

BIRCH, HORTON, BITTNER AND CHEROT

ATTORNEYS AT LAW

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

IT IS SO AGREED THE DAY FIRST WRITTEN ABOVE.

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

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



1/31/95

Director  
CITY OF CORDOVA

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

MARGY JOHNSON  
Mayor, City of Cordova

APPELLANTS

\_\_\_\_\_  
RUSSELL BABIC

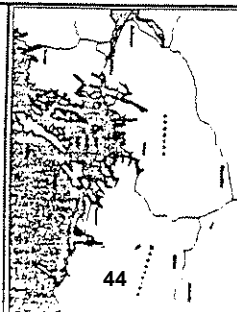
\_\_\_\_\_  
MARY BABIC

\_\_\_\_\_  
JOANNE C. BANTA

\_\_\_\_\_  
ROBERT N. BANTA

\_\_\_\_\_  
APRIL BEEDLE





**MOTTO**

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

- Outer Boundary  
of Rural Zone**

- Outer Whitshed  
Area Boundary

110740

414

28

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CONVENTIO DE CANTABRIGIA

Page 10 of 10

**Reference**

CITY OF CORDOVA

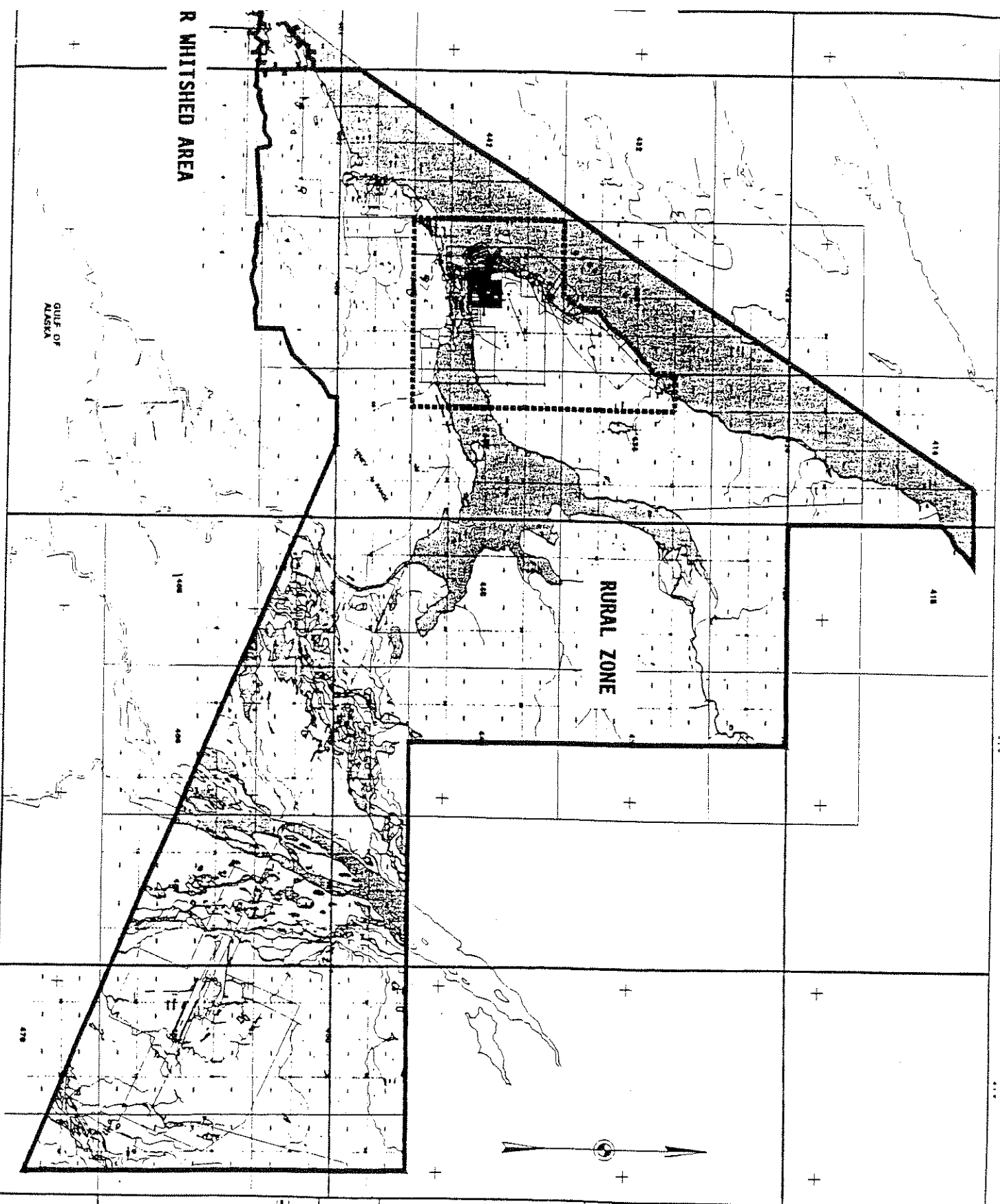


**Analysis**

**THE PRINCIPLES OF**

**June 19, 1964**

**BACK**



**R WHITSHED AREA**

**GULF OF  
ALASKA**

## URBAN/RURAL REAL PROPERTY TAX DIFFERENTIAL

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

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

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

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

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

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

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

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

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

EXHIBIT 3 PAGE 1

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

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

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

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

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

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

EXHIBIT 3 PAGE 2

#### **5.36.245 Rural zone and mill rate differential.**

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

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

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

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DATE: June 23, 2014

TO: Mayor and City Council

SUBJECT: Resolution 05-14-21

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This resolution is being brought before Council by Mayor Kacsh. Cordova School District Superintendent Theresa Keel asked him to put a resolution before Council at the May 7 meeting and she sent Attachment A as a draft to the Mayor. Mayor Kacsh made some edits to her resolution, offered a possible funding source and Resolution 05-14-21 is his suggestion to Council. Since it offers a budget amendment, a majority of all the members of the council is required per **CMC 3.12.080 H**. Also per **CMC 3.12.080**, when the vote required is a majority of all the members of the council, a roll call vote shall be taken.

### **3.12.080 Meetings—Passage of proposals.**

A majority of the members of the council shall constitute a quorum. Any action the council is authorized or required to take under the Charter or this code may be taken by favorable vote of a majority of the quorum except as follows:

A. A majority of all members of the council shall be required for final passage of an ordinance, in accordance with Article II, [§ 2-13](#) of the Charter;

B. A majority of all the members of the council shall be required to adopt a budget and make appropriations for the next fiscal year in accordance with Article V, [§ 5-4](#) of the Charter;

C. A majority of all the members of the council shall be required for the transfer of unencumbered appropriations in accordance with Article V, [§ 5-6](#) of the Charter;

D. An appropriation from the city general reserve fund must be in accordance with [Section 5.44.060](#)

E. Concurring vote of four members shall be necessary when the council sits as a board of adjustment in accordance with [Section 3.40.100](#)

F. Vacancies in the office of mayor and council membership shall be filled by majority vote of the council's remaining members in accordance with Article II [§ 2-10](#) of the Charter;

G. The city manager shall be appointed or removed by a vote of a majority of all council members, in accordance with Article III, [§ 3-1](#) of the Charter;

H. **A majority of all the members of the council shall be required to create an office or position of employment or to incur an expenditure of funds for purposes not specifically included in an approved budget.**

**The council shall vote on a roll call vote where a majority of all members is required,** or upon request of any council member. The results of all votes shall be entered into the minutes of the meeting.

This Resolution was referred at the May 7 meeting because Council asked the Superintendent to bring a resolution of support from the School Board. At this time, you will see attached, a resolution of support from the School Board that was passed at the June 10, 2104 School Board meeting.

Recommended Motion: Move to approve Resolution 05-14-21

Required Action: Majority roll call vote.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 05-14-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING AMENDMENT TO THE FY14 BUDGET BY CHANGING LINE ITEM  
#101-902-57000 TO \$830,975 AND BY CHANGING LINE ITEM #101-300-40001 TO  
\$1,892,334 AND AUTHORIZING THE TRANSFER OF AN ADDITIONAL \$30,334 TO  
THE CORDOVA SCHOOL DISTRICT TO FUND THE SCHOOL DISTRICT TO THE  
MAXIMUM LOCAL CONTRIBUTION ALLOWED BY THE ALASKA DEPARTMENT  
OF EDUCATION AND EARLY DEVELOPMENT**

**WHEREAS**, \$1,550,638 has been committed as local funding for operations to the Cordova Public School District for the school fiscal year ending June 30, 2014, plus \$104,126 as in kind contribution; payable one-half in the last six months of calendar year 2013, and the other half in the first six months of calendar year 2014; and

**WHEREAS**, the Cordova Public School District added additional students allowing the maximum local contribution to be increased from \$1,654,764 to \$1,685,098; and

**WHEREAS**, the City of Cordova is committed to funding the Cordova Public School District to the maximum local contribution; and

**WHEREAS**, the FY14 budget line #101-902-57000 will be amended from \$800,641 to \$830,975; and

**WHEREAS**, the FY14 budget line #101-300-40001 Property Tax will be amended from \$1,862,000 to \$1,892,334.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Cordova, Alaska hereby adopts the adjusted budget for FY14 with an increase to the transfer to the Cordova School District in the amount of \$30,334.

**BE IT FURTHER RESOLVED** that all unencumbered balances remaining as of June 30, 2014 will remain in the respective fund.

**PASSED AND APPROVED THIS 2<sup>nd</sup> DAY OF JULY 2014**

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

Attest:

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



# CORDOVA SCHOOL DISTRICT

Resolution June 10, 2014

A RESOLUTION OF THE CORDOVA SCHOOL BOARD IN SUPPORT OF  
RESOLUTION 05-14-21 OF THE CITY COUNCIL OF THE CITY OF CORDOVA  
ALASKA.

WHEREAS, the City of Cordova has, since 2009, been committed to funding the  
Cordova School District to the maximum local contribution;

NOW, THEREFORE, BE IT RESOLVED by the Cordova School Board hereby  
supports Resolution 05-14-21.

PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF JUNE 2014

A handwritten signature in black ink, appearing to read 'Barb Jewell', written over a horizontal line.

Barb Jewell, Cordova School Board President



# CITY OF CORDOVA

## *Office of City Manager*

**TO:** Mayor, City Council  
**FROM:** Randy Robertson, City Manager  
**Re:** Cordova Center Budget Phase II

July 2, 2014

Before you is the Cordova Center Phase II budget in the amount of \$11,992,314 million (Eleven million, nine hundred ninety-two thousand, three hundred and fourteen dollars.) Attached is the Cordova Center Project – Financial Summary. These are the same figures presented to you at the June 11, 2014 Work Session.

This is the entire budget for this project. No appropriations have been made at this time. Passage of this budget resolution is the first step in initiating the process to complete Phase II of the Cordova Center. An additional resolution appropriating funds for the project is required after approval of the overall budget. Alternatives for appropriation are provided to you with this packet. After discussion, you may choose which amount to appropriate.

The recommendation from staff and from the Cordova Center Committee is to adopt Option 1. Awarding the contract in this manner makes for a more streamlined, efficient scope of work, saves funding by allowing the contractor and owner to make timely decisions and completes the project in the shortest amount of time.

The attached Financial Summary for Phases I and II demonstrates our success, to date, in securing funds for Phase II. Box #2 on the left of the Financial Summary page shows \$8.7 million is already secured for Phase II. Box #3 on the left details anticipated new funding sources from the Cordova Center Committee's work.

Dawson Construction, the contractor previously awarded the Phase II work, is **guaranteeing a maximum** expense of \$9.9 million. As you heard from Mr. Quick in the June 11th workshop, there may be additional savings found in the budget as work proceeds. As staff, we continue to look for savings in the line items included in the Phase II Expenses (detailed in Box #5 on the right of the Financial Summary) by researching alternative funding sources such as grants and corporate sponsors.



Based on having secured income (\$8.7 million), and anticipated income from foundations and a capital campaign (\$2.2 million), we are currently \$1 million short to complete Phase II if no additional savings are found or if no additional income sources are targeted.

**Recommended action:** Roll Call Vote .

Imove to approve Resolution 07-14-27, a Resolution of the City of Cordova, Alaska adopting a Cordova Center Phase II Project Budget as summarized pursuant to the following table .

Randy Robertson  
City Manager

City of Cordova 602 Railroad Ave. P.O. Box 1210 Cordova, Alaska 99574 <hr/> Phone: (907) 424-6200 Fax: (907) 424-6000 Email: <a href="mailto:citymanager@cityofcordova.net">citymanager@cityofcordova.net</a> Web: <a href="http://www.cityofcordova.net">www.cityofcordova.net</a>
--

**CITY OF CORDOVA, ALASKA  
RESOLUTION 07-14-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
ADOPTING A CORDOVA CENTER PHASE II PROJECT BUDGET  
AS SUMMARIZED PURSUANT TO THE FOLLOWING TABLE.**

<b>Phase II</b>		
426-402-70110	Project Administration	\$ 193,228
426-402-70130	Construction	\$ 9,997,277
426-402-70140	Project Consultation and Management	\$ 325,500
426-402-70150	Administrative Contingency	\$ 699,809
426-402-70160	Furnishings	\$ 541,500
426-402-70180	1% for Art	\$ 235,000
		<b>\$ 11,992,314</b>

**WHEREAS**, the City Manager submitted his proposed FY14 Operating Budget; and,

**WHEREAS**, the Cordova Center Phase II Project Budget was not complete at that time and City Council has conducted a work session reviewing the proposed Cordova Center project budget; and

**WHEREAS**, the Capital Campaign for the Cordova Center Project Phase II is currently and continually underway;

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby adopts the Cordova Center Phase II Project Budget and

**BE IT FURTHER RESOLVED** that Cordova Center Project Phase II will be brought forward to City Council for approval of appropriation before proceeding.

**PASSED AND APPROVED THIS 2nd DAY OF JULY, 2014.**

---

James Kacsh, Mayor

ATTEST:

---

Susan Bourgeois, City Clerk

## Cordova Center Project - Financial Summary

Updated June 25, 2014

### #1 Income - Actual received and spent on Pre-Const. and Phase I

EVOS Trustee Council	7,000,000	2008 awarded
Congressional appropriation	2,488,100	2000-2004 awarded
Alaska Legislative appropriation	6,525,000	2004, 2009, 2011 awarded
Governor's Capital Budget	1,000,000	received 2005
City of Cordova land purchase	362,000	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
<b>TOTAL income through 2013</b>	<b>\$18,984,212</b>	

### #2 Income - Balance in hand for Phase II

EVOS Trustee Council	2,375,937	balance from 2008 award
DCCED FY14 approp.	994,478	awarded for construction
Businesses	0	
Individuals	342	
Events	300	
Lynden	10,000	
<b>Total in hand</b>	<b>\$3,381,057</b>	
<b>Income - Pending</b>		
DCCED FY14 approp.	4,000,000	awarded for construction
Lynden	20,000	In-Kind Freight
EVOS Trustee Council	\$1,300,000	awarded for construction
<b>Total Pending</b>	<b>\$5,320,000</b>	
<b>Total income secured Phase II</b>	<b>\$8,701,057</b>	

### #3 Future Income - Anticipated Sources\*

Foundations	1,290,000
Regional and State Corporate	475,000
Businesses	150,000
Individuals	136,500
Events	150,000
<b>TOTAL</b>	<b>\$2,201,500</b>

\*details in CC Committee worksheets

### #4 Expenses - Actual to date PAID

Pre-Construction	1,040,456
Phase I construction	14,619,957
Other expenses	\$947,862
<b>TOTAL expenses to date</b>	<b>\$16,608,275</b>
Income to date (see at left) minus expenses = Bal. Avail.	\$2,375,937
This balance is reflected in Phase II Income, at left below	

### #5 Expenses - Phase II

Note: Highlighted line items - placeholder #s - estimates now in review

Phase II Construction	9,997,277
Project Consultation	325,500
Project Administration	193,228
Contingency 7% of construction costs	699,809
1% for Art	235,000
Conference Center - Furnishings	57,500
Theater/Performance Space	125,000
Project Room	1,500
Education Room	2,500
Library Offices, Patron Furnishings/Stacks	175,000
City Administrative Offices	10,000
Museum Offices/Exhibits	125,000
AV/IT/Communications (RFP Pending by City)	45000
<b>TOTAL Expenses Phase II</b>	<b>\$11,992,314</b>

### SUMMARY as of June 10, 2014

<b>Income available for all future expenses</b>	<b>\$8,701,057</b>
Est. Expenses for Phase II construction	9,997,277
Est. Expenses for other items (listed above)	1,995,037
<b>Current shortfall in funds available</b>	<b>-\$3,291,257</b>
<b>Income anticipated from fundraising</b>	<b>\$2,201,500</b>
<b>Final balance or shortfall</b>	<b>-\$1,089,757</b>



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](mailto:citymanager@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# CITY OF CORDOVA

## *Office of City Manager*

June 26, 2014

Memo to City Council

Re: Dawson Construction Cordova Center Change Order

The City of Cordova, Alaska ("City") contracted with Dawson Construction, Inc. ("Dawson") to provide pre-negotiation services and construction management for Phase II of construction of the Cordova City Center. Pursuant to the Request for Qualifications under which Dawson was awarded the project, the City Administration and Dawson have negotiated the Guaranteed Maximum Price ("GMP") for Phase II, which is \$9,997,277, and are ready to amend the contract to adopt this GMP and move forward with construction.

Despite the agreement between the City and Dawson regarding the GMP, the City does not currently have funds available to pay the GMP and thus cannot execute a contract for that amount. See CMC 5.12.070. However, the City does have approximately \$8,701,057 available, which is a substantial portion of the GMP. Consequently, the City Council may approve construction services equal to the amount currently available. That said, the Administration is also aware of Council's potential interest in funding the work in stages rather than to the full extent permitted under the City Code. In light of this interest, the administration has prepared four separate options.

I propose that the City Council approve an amendment to the City's contract with Dawson that describes the Guaranteed Maximum Price but breaks the work into stages, with separate prices for each stage. I propose that the City Council choose from one of the following options:

OPTION 1 - An amendment to the Dawson Contract adopting the GMP and describing four stages of work with a set price for each stage. Specifically, Stage 1 would be for services in the amount of \$698,425.35; Stage 2 would be for additional services, bringing the total amount payable to Dawson to \$4,578,752; Stage 3 would be for additional services bringing the total to \$8,701,057 (current funds available); and Stage 4 would be for all

remaining work, resulting in a cumulative total of the GMP. Each stage would require approval by City Council prior to start of work on that stage. Notices to Proceed are attached to this memorandum for each of these stages. If Council adopts Option 1 and the amendment proposed under this option, it should also issue approval for any and all stages of construction it currently intends to fund.

- OPTION 2 - An amendment describing the Guaranteed Maximum Price and explaining that the work will be broken into stages, but describing only the price for the first stage of work, with price set at \$698,425.35. The amendment would not describe the number of stages or the prices for each. If this option is adopted, future amendments will be required for future stages.
- OPTION 3 - Similar to Option 2, an amendment to the Dawson Contract describing the Guaranteed Maximum Price and explaining that the work will be broken into stages, with the price for the first stage set at \$4,578,752. Again, this amendment would not describe the number of stages or the prices for each, and if this option is adopted future amendments will be required for future stages.
- OPTION 4 - Similar to Option 2 and Option 3, an amendment to the Dawson Contract describing the Guaranteed Maximum Price and explaining that the work will be broken into stages, with the price for the first stage set at \$8,701,057 (the maximum funds presently available to the City). The amendment would not describe the number of stages or prices for each, and if this option is adopted an amendment will be required for future stages.

The City Attorney recommends Option 1 as this option gives the City Council the flexibility it needs to proceed with the funds available to it while still maintaining the price and scope of work for the entire project. It also provides Dawson full clarity as to how the City will proceed. Attached with this memorandum are draft amendments and notices to proceed for each of the options described above.

**Recommended action:** Voice Vote.

I move to direct the City Manager to adopt Option One proposed in the City Manager's Memorandum dated June 26, 2014 and to approve Amendment No. 1 marked as Option 1, Exhibit 1.

I move to approve stages 1 through 3 as provided in Amendment No. 1 marked as Option 1, Exhibit 1.

In the event that Council prefers to adopt Option 2, 3, or 4 or wants to approve Option 1 but further limit its approval of the individual stages, Ms. Wells will be present at the Council's July 2, 2014 meeting to assist Council with a motion to meet its needs.

Thank you,

Randy Robertson  
City Manager

**CORDOVA CENTER PHASE II CONTRACT**  
**AMENDMENT NO. 1**

**Effective Date:**      **July 1, 2014**

**Subject:**              **Stages of Work and Guaranteed Maximum Price**

---

The Contract between the City of Cordova ("City") and Dawson Construction, Inc. ("DCI") for construction of Cordova Center Phase II (the "Project") is amended as follows.

All Work necessary to complete the Project is divided into four stages. DCI shall prosecute the Work for each stage in proportion to the cumulative amount of funding authorized by City for that stage and in accordance with its schedule of values.

1. Stage 1: All Work on the Project performed pursuant to compensation in a not-to-exceed sum of \$698,425.35.
2. Stage 2: All Work on the Project performed pursuant to compensation in a not-to-exceed sum of \$4,578,752.00.
3. Stage 3: All Work on the Project performed pursuant to compensation in a not-to-exceed sum of \$8,701,057.
4. Stage 4: All remaining Work on the Project necessary to complete the Project, performed pursuant to compensation in a not-to-exceed sum of \$9,997,227.

DCI will not commence Work for any stage without first receiving Notice to Proceed from City for that stage. Each stage shall require City Council approval prior to commencement.

The Guaranteed Maximum Price, in accordance with § 2.2 of AIA Document A133 and the other Contract Documents, is the total of all sums payable for Work performed on all four stages of Work described above. The Guaranteed Maximum Price shall not exceed NINE MILLION NINE HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED AND SEVENTY-SEVEN DOLLARS AND NO CENTS (\$9,997,277.00). The price of each stage of the Work and the Guaranteed Maximum Price are subject to adjustment only by City and by mutual agreement of the parties pursuant to § 5.2.2 and § 5.3 of AIA Document A133.

Pursuant to § 2.3.2.6 of AIA Document A133, DCI shall prepare a schedule for the Work based on the Guaranteed Maximum Price and not on any individual stage of

the Project. DCI shall update the schedule from time to time, as required by City and by the Contract Documents.

CITY OF CORDOVA

DAWSON CONSTRUCTION, INC.

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

Its: City Manager

Date: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_



## CORDOVA CENTER PHASE II CONTRACT

### AMENDMENT NO. 1

**Effective Date:** July 1, 2014

**Subject:** Stages of Work and Guaranteed Maximum Price

---

The Contract between the City of Cordova ("City") and Dawson Construction, Inc. ("DCI") for construction of Cordova Center Phase II (the "Project") is amended as follows.

All Work necessary to complete the Project is divided into stages. DCI shall prosecute the Work for each stage in proportion to the cumulative amount of funding authorized by City for that stage and in accordance with its schedule of values. Stage 1 shall consist of all Work on the Project performed pursuant to compensation in a not-to-exceed sum of SIX HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED AND TWENTY-FIVE DOLLARS AND THIRTY-FIVE CENTS (\$698,425.35). DCI shall not commence Work for any stage without first receiving Notice to Proceed from City for that stage. Each stage shall require City Council approval prior to commencement.

The Guaranteed Maximum Price, in accordance with § 2.2 of AIA Document A133 and the other Contract Documents, is the total of all sums payable for Work performed on all four stages of Work described above. The Guaranteed Maximum Price shall not exceed NINE MILLION NINE HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED AND SEVENTY-SEVEN DOLLARS AND NO CENTS (\$9,997,277.00). The price of each stage of the Work and the Guaranteed Maximum Price are subject to adjustment only by City and by mutual agreement of the parties pursuant to § 5.2.2 and § 5.3 of AIA Document A133.

Pursuant to § 2.3.2.6 of AIA Document A133, DCI shall prepare a schedule for the Work based on the Guaranteed Maximum Price and not on any individual stage of the Project. DCI shall update the schedule from time to time, as required by City and by the Contract Documents.

CITY OF CORDOVA

DAWSON CONSTRUCTION, INC.

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

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

Its: City Manager

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **CORDOVA CENTER PHASE II CONTRACT**

### **AMENDMENT NO. 1**

**Effective Date:**      **July 1, 2014**

**Subject:**              **Stages of Work and Guaranteed Maximum Price**

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The Contract between the City of Cordova ("City") and Dawson Construction, Inc. ("DCI") for construction of Cordova Center Phase II (the "Project") is amended as follows.

All Work necessary to complete the Project is divided into stages. DCI shall prosecute the Work for each stage in proportion to the cumulative amount of funding authorized by City for that stage and in accordance with its schedule of values. Stage 1 shall consist of all Work on the Project performed pursuant to compensation in a not-to-exceed sum of FOUR MILLION FIVE HUNDRED SEVENTY-EIGHT THOUSAND SEVEN HUNDRED AND FIFTY-TWO DOLLARS AND NO CENTS (\$4,578,752.00). DCI shall not commence Work for any stage without first receiving Notice to Proceed from City for that stage. Each stage shall require City Council approval prior to commencement.

The Guaranteed Maximum Price, in accordance with § 2.2 of AIA Document A133 and the other Contract Documents, is the total of all sums payable for Work performed on all four stages of Work described above. The Guaranteed Maximum Price shall not exceed NINE MILLION NINE HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED AND SEVENTY-SEVEN DOLLARS AND NO CENTS (\$9,997,277.00). The price of each stage of the Work and the Guaranteed Maximum Price are subject to adjustment only by City and by mutual agreement of the parties pursuant to § 5.2.2 and § 5.3 of AIA Document A133.

Pursuant to § 2.3.2.6 of AIA Document A133, DCI shall prepare a schedule for the Work based on the Guaranteed Maximum Price and not on any individual stage of the Project. DCI shall update the schedule from time to time, as required by City and by the Contract Documents.

CITY OF CORDOVA

DAWSON CONSTRUCTION, INC.

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

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

Its: City Manager

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **CORDOVA CENTER PHASE II CONTRACT**

### **AMENDMENT NO. 1**

**Effective Date:**      **July 1, 2014**

**Subject:**              **Stages of Work and Guaranteed Maximum Price**

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The Contract between the City of Cordova ("City") and Dawson Construction, Inc. ("DCI") for construction of Cordova Center Phase II (the "Project") is amended as follows.

All Work necessary to complete the Project is divided into stages. DCI shall prosecute the Work for each stage in proportion to the cumulative amount of funding authorized by City for that stage and in accordance with its schedule of values. Stage 1 shall consist of all Work on the Project performed pursuant to compensation in a not-to-exceed sum of EIGHT MILLION SEVEN HUNDRED AND ONE THOUSAND FIFTY-SEVEN DOLLARS AND NO CENTS (\$8,701,057.00). DCI shall not commence Work for any stage without first receiving Notice to Proceed from City for that stage. Each stage shall require City Council approval prior to commencement.

The Guaranteed Maximum Price, in accordance with § 2.2 of AIA Document A133 and the other Contract Documents, is the total of all sums payable for Work performed on all four stages of Work described above. The Guaranteed Maximum Price shall not exceed NINE MILLION NINE HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED AND SEVENTY-SEVEN DOLLARS AND NO CENTS (\$9,997,277.00). The price of each stage of the Work and the Guaranteed Maximum Price are subject to adjustment only by City and by mutual agreement of the parties pursuant to § 5.2.2 and § 5.3 of AIA Document A133.

Pursuant to § 2.3.2.6 of AIA Document A133, DCI shall prepare a schedule for the Work based on the Guaranteed Maximum Price and not on any individual stage of the Project. DCI shall update the schedule from time to time, as required by City and by the Contract Documents.

CITY OF CORDOVA

DAWSON CONSTRUCTION, INC.

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

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

Its: City Manager

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT FOUR (OPTION 4)**



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](mailto:citymanager@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# CITY OF CORDOVA

## *Office of City Manager*

### NOTICE TO PROCEED

#### Cordova Center Phase II – Stage One

\_\_\_\_\_, 2014

Dawson Construction, Inc.  
PO Box 1210  
Cordova, AK 99574

**Email Copy to Contractor on \_\_\_\_\_, 2014; Original to Be Sent by Mail**

The City of Cordova, Alaska gives notice to Dawson Construction, Inc. to proceed with all work necessary for performance of Stage 1 of the Project, described in Amendment 1 to the parties' Contract. You are hereby notified to commence work at the start of business on \_\_\_\_\_, 2014. The Work for this stage is proportionate to the cumulative amount of funding authorized by the City Council, which is \$\_\_\_\_\_.

In accordance with Amendment 2 to the parties' Contract, substantial completion of all stages of work and of all Work described in the Contract Documents shall be by no later than \_\_\_\_\_. I am looking forward to a successful project. If you have any questions please feel free to contact me or Rich Rogers, Director of Public Works for the City of Cordova.

Sincerely,

Randy Robertson  
City Manager



# CITY OF CORDOVA

## *Office of City Manager*

**TO:** Mayor, City Council  
**FROM:** Randy Robertson, City Manager  
**Re:** Appropriation for Dawson Construction Cordova Center Phase II

As has been presented before you, options for forward movement with the Cordova Center include the following:

- OPTION 1 -** An amendment to the Dawson Contract adopting the GMP and describing four stages of work with a set price for each stage. Specifically, Stage 1 would be for services in the amount of \$698,425.35; Stage 2 would be for additional services, bringing the total amount payable to Dawson to \$4,578,752; Stage 3 would be for additional services bringing the total to \$8,701,057 (current funds available); and Stage 4 would be for all remaining work, resulting in a cumulative total of the GMP. Each stage would require approval by City Council prior to start of work on that stage. Notices to Proceed are attached to this memorandum for each of these stages. If Council adopts Option 1 and the amendment proposed under this option, it should also issue approval for any and all stages of construction it currently intends to fund.
- OPTION 2 -** An amendment describing the Guaranteed Maximum Price and explaining that the work will be broken into stages, but describing only the price for the first stage of work, with price set at \$698,425.35. The amendment would not describe the number of stages or the prices for each. If this option is adopted, future amendments will be required for future stages.
- OPTION 3 -** Similar to Option 2, an amendment to the Dawson Contract describing the Guaranteed Maximum Price and explaining that the work will be broken into stages, with the price for the first stage set at \$4,578,752. Again, this amendment would not describe the number of stages or the prices for each, and if this option is adopted future amendments will be required for future stages.
- OPTION 4 -** Similar to Option 2 and Option 3, an amendment to the Dawson Contract describing the Guaranteed Maximum Price and explaining that the work will be broken into stages, with the price for the first stage set at \$8,701,057 (the maximum funds presently available to the City). The amendment

would not describe the number of stages or prices for each, and if this option is adopted an amendment will be required for future stages.

**Recommended action:** Roll Call Vote.

Move to appropriate \$8,701,057 from the Cordova Center Fund Balance to pay Dawson Construction Inc. for construction of the Cordova Center Project.

Randy Robertson  
City Manager

City of Cordova 602 Railroad Ave. P.O. Box 1210 Cordova, Alaska 99574
Phone: (907) 424-6200 Fax: (907) 424-6000 Email: <a href="mailto:citymanager@cityofcordova.net">citymanager@cityofcordova.net</a> Web: <a href="http://www.cityofcordova.net">www.cityofcordova.net</a>

**CITY OF CORDOVA, ALASKA  
RESOLUTION 07-14-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROPRIATING \$8,701,057 FROM THE CORDOVA CENTER FUND BALANCE TO  
PAY DAWSON CONSTRUCTION INC. FOR CONSTRUCTION OF THE CORDOVA  
CENTER PROJECT**

**WHEREAS**, Dawson Construction Inc. is under contract with the City of Cordova for Phase II of the Cordova Center Project; and

**WHEREAS**, funds have been identified and are available up to approximately \$8.7 Million for moving forward with the Phase II construction; and

**WHEREAS**, it is in the community's best interest to move forward with Phase II of the Cordova Center project;

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby approves appropriating \$8,701,057 from the Cordova Center Fund Balance to pay Dawson Construction Inc. for construction of the Cordova Center Project.

**PASSED AND APPROVED THIS 2nd DAY OF JULY, 2014.**

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

ATTEST:

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

## **Pending agenda:**

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

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

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

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

**Traffic Authority** discussion – including City parking lots

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

## **Committees:**

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

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

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

## **Calendars:**

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



# July 2014

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

# August 2014

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

# September 2014

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