

Mayor
James Kallander

Council Members
Keith van den Broek
James Kacsh
David Allison
Bret Bradford
EJ Cheshier
David Reggiani
Robert Beedle

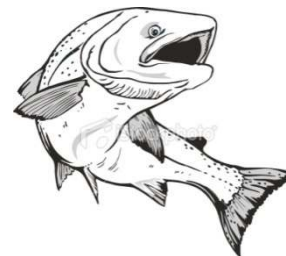
City Manager
Mark Lynch

City Clerk
Susan Bourgeois

Deputy Clerk
Robyn Kincaid

Student Council

**REGULAR COUNCIL MEETING
JULY 05, 2012 @ 7:30 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 Kallander, Council members Keith van den Broek, James Kacsh, David Allison, Bret Bradford, EJ Cheshier, David Reggiani and Robert Beedle

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

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions
(Harbor, HSB, Parks & Rec, P&Z, School Board)

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

4. Approval of exception for Salmon Jam - July 26, 27, 28, 2012..... (page 1)
5. Proclamation of Appreciation to Martin Moe..... (page 5)
6. Resolution 07-12-32..... (page 6)

A resolution of the City Council of the City of Cordova, authorizing the City Manager to enter into a 2 year lease of property legally described as a portion of Lot 3, Block 7A, Tidewater Development Park with Cordova Outboard Inc.

7. Resolution 07-12-33..... (page 17)

A resolution of the City Council of the City of Cordova, authorizing the City Manager to enter into a 2 year lease of property legally described as a portion of Lot 3, Block 7A (locally known as the "old sea grant office"), Tidewater Development Park, Plat 93-2 with the Prince William Sound Science Center

H. APPROVAL OF MINUTES

8. Minutes of 06-20-12 City Council Public Hearing..... (page 29)
9. Minutes of 06-20-12 City Council Special Meeting..... (page 30)

I. CONSIDERATION OF BIDS - None

J. REPORTS OF OFFICERS

10. Mayor's Report
11. Manager's Report..... (page 36)
12. City Clerk's Report..... (page 38)
13. Staff Reports
 - a. Dale Muma, Harbormaster, facilities/master plan..... (page 39)
 - b. Ashley Royal, Finance Director, memo in re financials..... (page 52)

c. Charles Vaught, Supervisor, Refuse Division, Public Works Department..... (page 60)

K. CORRESPONDENCE

14. Letter from Mulvaney & Manzer in re PWSSC 06-21-12..... (page 61)
15. Letter from Mayor to Lieutenant Commander Sarnowski in re snow assistance 06-27-12..... (page 62)
16. Letter from Governor Parnell in re community priorities 06-15-12..... (page 63)
17. Letter from CRWP in re web recycling 06-27-12..... (page 69)

L. ORDINANCES AND RESOLUTIONS

18. Ordinance 1095..... (page 70)

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 16.15.2305(d) to increase the minimum basic design snow load from 100 pounds per square foot on the horizontal projection of the roof to 150 pounds per square foot ground snow load for building permits issued on or after September 1, 2012 – 2nd reading

M. UNFINISHED BUSINESS - None

N. NEW & MISCELLANEOUS BUSINESS

19. Pending Agenda and Calendar..... (page 73)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

20. Council Comments

Q. EXECUTIVE SESSION

21. Cordova Center Financial Update
22. City Manager goals and personnel updates
23. City Clerk Evaluation

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

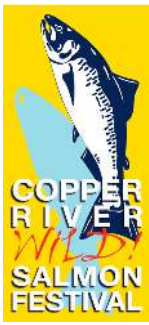
A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: June 25, 2012
TO: Mayor and City Council
SUBJECT: CMC 6.12.030-040

Please see attached letter from Cordova Arts and Pageants and the appropriate Code reference.

STAFF RECOMMENDATION: Move to except the Ski Hill and/or Bidarki Recreation Center from the Code section 6.12.030 for the Salmon Jam Music Festival on Thursday, Friday and Saturday July 26, 27 & 28 from 6pm – 10pm, 7pm – midnight and 6pm – midnight respectively.

REQUIRED ACTION: Majority voice vote or unanimous roll call vote on the Consent Calendar.



From music to salmon to runs to great food, this festival has it all!

PO Box 71, Cordova Alaska 99574 www.cordovaarts.org

Mayor Jim Kallander
City Council Members

June 18, 2012

Gentlemen:

Cordova Arts & Pageants along with the Alaska Salmon Runs, the Prince William Science Center, the Copper River Watershed Project and the Copper River Marketing Association (and many other community organizations) will be holding the 8th annual Copper River WILD! Salmon Festival, the 12th annual Salmon Jam Music Festival, and the 25th annual Alaska Salmon Runs this coming month on July 26–28, 2012. This home-grown festival has proven to put Cordova on the map for places 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.

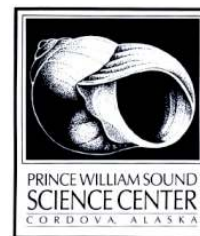
The hours of beer/wine sales are from 6–10pm Thursday night, 7–midnight Friday night, 6–midnight Saturday night. The festival shuts down at 1 am each night.

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

Thank you for your consideration.

Sincerely,

Alyssa Kleissler
volunteer
Cordova Arts & Pageants



6.12.030 - Alcoholic beverages—Consumption in public places.

A. It is unlawful for any person to consume any alcoholic beverage on any public street, alley or highway within the city limits or in or upon the grounds of any city building or property, except as permitted by ordinance, use permit or regulation.

B. It is unlawful for any person to possess any open bottle, can, or other receptacle, containing any alcoholic beverage on any public street, sidewalk or alley within the city limits or in or upon the grounds of any municipal building or property, except as permitted by ordinance, use permit or regulation.

C. The city council is authorized to designate public areas and places within the city limits, in addition to those specified in subsection A and B of this section, in which the consumption of alcoholic beverages or possession of open alcoholic beverage containers is prohibited, and to cause signs to be posted in such areas or places advising members of the public of the prohibition.

(Ord. 835 (part), 1999).

6.12.040 - Exceptions.

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

CITY OF CORDOVA, ALASKA PROCLAMATION

PROCLAMATION OF APPRECIATION TO MARTIN MOE

**I, Mayor James Kallander, do hereby issue this
Proclamation of Appreciation to Martin Moe for his valuable contribution to the
citizens and business owners of Cordova.**

WHEREAS, Martin Moe has been serving as the Executive Director of the Cordova Chamber of Commerce since 2004; and

WHEREAS, he has passionately devoted the last 8 years to the community of Cordova, and Cordova's businesses; and

WHEREAS, Martin Moe helped developed the rise of Cordova's visitor infrastructure and subsequent visitor accommodations infrastructure by strategically marketing Cordova through his association with the Alaska State Chamber of Commerce and other professional groups, as well as his attendance at numerous trade show; and

WHEREAS, he maintains an extensive network of journalists and travel writers that have visited and continue to promote Cordova; and

WHEREAS, he has worked toward increasing Cordova's visitor industry by facilitating discount rates for Cordova flights during special events and our peak visitor seasonal activities; and

WHEREAS, Martin Moe has played a critical role in the formulation of the Prince William Sound Marketing Plan which led to the more beneficial ferry system schedule for Cordova; and

WHEREAS, he is the inspiration behind community events such as the Centennial Celebrations of 2008, the ongoing 4th of July Celebrations, as well as the continuing Cannery worker appreciation events; and

WHEREAS, Martin Moe has accomplished all of the aforementioned for Cordova and has done so with a smile on his face and a bounce in his step that has provided inspiration for us all.

NOW, THEREFORE BE, IT RESOLVED that the Mayor, City Council members and citizens of Cordova do hereby express their sincere appreciation to **Martin Moe** for his time and effort while serving as the Executive Director of the Cordova Chamber of Commerce.

SIGNED THIS 5th DAY OF JULY, 2012.

James Kallander, Mayor

Memorandum

To: City Council and City Manager

From: Planning Department staff

Date: 6/29/2012

Re: Cordova Outboard Inc. lease

PART I. GENERAL INFORMATION:

File No.: 02-060-250-2

Requested Action: Approval of Resolution 07-12-32

Address & Survey: That area of tidelands 15 feet by 20 feet on the easterly side of the first approach to the floats in the Cordova Small Boat Harbor, a portion of Lot 3, Block 7A, Tidewater Development Park, Plat 93-2.

PART II. BACKGROUND:

Cordova Outboard Inc. has been leasing the 15' by 20' tideland area under their fuel storage building for since approximately 2004. Under the new lease the building will be used for storage as they are no longer selling fuel at this time. The term of this lease will be two years, commencing on July 5, 2012 and expiring on July 4, 2014.

PART III. SUGGESTED MOTION

"I move to approve Resolution 07-12-32."

**CITY OF CORDOVA, ALASKA
RESOLUTION 07-12-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, AUTHORIZING
THE CITY MANAGER TO ENTER INTO A 2 YEAR LEASE OF PROPERTY LEGALLY
DESCRIBED AS A PORTION OF LOT 3, BLOCK 7A, TIDEWATER DEVELOPMENT PARK
WITH CORDOVA OUTBOARD INC.**

WHEREAS, the current lease term with the Cordova Outboard Inc. will commence on July 5th, 2012, the new lease would carry their tenancy through July 4th, 2014; and

WHEREAS, the current lease with the Cordova Outboard Inc. is generally described as that area of tidelands 15 feet by 20 feet on the easterly side of the first approach to the floats in the Cordova Small Boat Harbor only, a portion of Lot 3, Block 7A, Tidewater Development Park, Plat 93-2, located within Cordova Recording District, Cordova Alaska; and

WHEREAS, the annual rental rate will be One Hundred Thirty Three Dollars and Eighty Four cents (\$133.84); and

WHEREAS, the lease between the City of Cordova and the Cordova Outboard Inc. 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 lease the property to the Cordova Outboard Inc. 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 5th DAY OF JULY, 2012.

James Kallander, Mayor

Attest:

Susan Bourgeois, City Clerk

ATTACHMENT A

CITY OF CORDOVA
Cordova, Alaska

GROUND 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 **CORDOVA OUTBOARD INC.** doing business in Cordova, Alaska ("**Tenant**").

RECITALS

WHEREAS, the City owns that certain parcel of land generally described as that area of tidelands 15 feet by 20 feet on the easterly side of the first approach to the floats in the Cordova Small Boat Harbor, a portion of Lot 3, Block 7A, Tidewater Development Park, Plat 93-2, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises"); and

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

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

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

1. LEASE OF PREMISES

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

2. LEASE TERM

The term of this Lease shall be two (2) year, commencing on **July 5, 2012**. The "Commencement Date") and expiring two (2) years later, on **July 4, 2014** 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 **One Hundred Thirty Three Dollars and Eighty Four cents (\$133.84)** (the "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, which shall be paid by Tenant monthly at the same time Tenant

ATTACHMENT A

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

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

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

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

(i) the payment of any rent or other sum in default;

(ii) the payment of any other sum to which the City may become obligated by reason of Tenant's default; or

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

4. USES AND CONDITION OF PREMISES

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

C. Compliance with Laws. Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent. Tenant shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is

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necessary to conduct Tenant's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Tenant shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

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

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

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

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

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

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:

(1) 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 Ten Million dollars (\$10,000,000.00) per accident or occurrence for bodily injury and death, and property damage for each occurrence;

(2) 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;

(3) Personal property insurance covering Tenant's trade fixtures, furnishings, equipment, and other items of

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personal property of Tenant located on the Premises; and

(4) Workers compensation insurance, and such other insurance as is required by law.

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

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

ATTACHMENT A

notice has been given to Tenant . Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Tenant perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

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

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

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

(iii) Declare this Lease terminated;

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

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

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

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

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-Tenant, 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

ATTACHMENT A

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 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

ATTACHMENT A

arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.

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

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

TO CITY:

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

TO TENANT:

**Cordova Outboard Inc.
Attn: William Fisher
P.O. Box 960
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

ATTACHMENT A

party's expense.

N. Authority. Tenant represents that Tenant is a for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Washington, and is duly authorized by the State of Alaska to do business as a foreign corporation in the State of Alaska, and that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder. Prior to executing this Lease, Tenant shall provide the City with a certificate of authority issued by the State of Alaska, and shall provide the City with a resolution of Tenant's Board of Directors authorizing Tenant to enter into this Lease and to carry out its obligations hereunder as set forth above, and authorizing and directing the officer of Tenant whose name and signature appear at the end of this Lease to execute this Lease on Tenant's behalf.

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 to its fair meaning and not for or against the City or Tenant as both City and Tenant have had the assistance of attorneys in drafting and reviewing this Lease.

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

S. Attorney's Fees. In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Tenant agrees that Tenant shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

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

CITY:

CITY OF CORDOVA

Dated: _____

By: _____
Its: City Manager

Attest: _____
City Clerk

TENANT:

Cordova Outboard Inc.

Dated: _____

By: _____
Its: William Fisher

Attested: _____

Memorandum

To: City Council and City Manager
From: Planning Department staff
Date: 6/29/2012
Re: Prince William Sound Science Center lease

PART I. GENERAL INFORMATION:

File No.: 02-060-250-4
Requested Action: Approval of Resolution 07-12-33
Address & Survey: A portion of Lot 3, Block 7A (locally known as the “Old Sea Grant Office”), Tidewater Development Park, Plat 93-2, ATS220

PART II. BACKGROUND:

The Prince William Sound Science Center has been leasing the Old Sea Grant Office Building for storage since 2000. The term of this lease will be two years, commencing on August 1, 2012 and expiring on July 31, 2014.

PART II. SUGGESTED MOTION

“I move to approve Resolution 07-12-33.”

**CITY OF CORDOVA, ALASKA
RESOLUTION 07-12-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, AUTHORIZING
THE CITY MANAGER TO ENTER INTO A 2 YEAR LEASE OF PROPERTY LEGALLY
DESCRIBED AS A PORTION OF LOT 3, BLOCK 7A (LOCALLY KNOWN AS THE “OLD SEA
GRANT OFFICE”), TIDEWATER DEVELOPMENT PARK, PLAT 93-2 WITH THE PRINCE
WILLIAM SOUND SCIENCE CENTER.**

WHEREAS, the new lease term with the Prince William Sound Science Center will commence on August 1, 2012, the new lease would carry their tenancy through July 31, 2014; and

WHEREAS, the new lease with the Prince William Sound Science Center is generally described as a portion of Lot 3, Block 7A (“Old Sea Grant Office”), Tidewater Development Park, Plat 93-2; and

WHEREAS, the annual rental rate will be Two Thousand Six Hundred Twenty Five Dollars and Forty Cents (\$2625.40) or Two Hundred Eighteen Dollars and Seventy Eight Cents (\$218.78) in twelve monthly installments; and

WHEREAS, the lease between the City of Cordova and the Prince William Sound Science Center 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 lease 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 5th DAY OF JULY, 2012.

James Kallander, Mayor

Attest:

Susan Bourgeois, City Clerk

**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 (locally known as the "Old Sea Grant Office"), , Tidewater Development Park, Plat 93-2, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises"); and

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

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

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

1. LEASE OF PREMISES

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

2. LEASE TERM

The term of this Lease shall be two (2) year, commencing on **August 1, 2012**. The "Commencement Date") and expiring two (2) years later, on **July 31, 2014**, 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)** or **Two Hundred Eighteen Dollars and Seventy cents (\$218.70)** in twelve (12) monthly installments (the "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, which shall be paid by Tenant monthly at the same time Tenant makes its monthly payments of Base Rent to the City) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease (the "Additional Charges").

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

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

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

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

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited Tenant's storage, and the leased 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 and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times to inspect the use and condition of the Premises; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Premises. The City shall not be liable in any manner for any inconvenience, disturbance,

loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents.

C. Compliance with Laws. Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent. Tenant shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Tenant's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Tenant shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

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

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

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

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

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:

(1) 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 Ten Million dollars (\$10,000,000.00) per accident or occurrence for bodily injury and death, and property damage for each occurrence;

(2) 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;

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

(4) Workers compensation insurance, and such other insurance as is required by law.

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

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;

Attachment A

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

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

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

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

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

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

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

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

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

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

(iii) Declare this Lease terminated;

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

Attachment A

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

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

(vii) Collect any and all rents due or to become due from 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 Lessee or any sub-lessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

14. VACATION BY LESSEE

Upon the expiration or sooner termination of this Lease, Lessee shall peaceably vacate the Premises and the Premises shall be returned to the City by Lessee together with any alterations, additions or improvements made after the Commencement Date, unless the City requests that they be removed from the Premises. Upon such vacation, Lessee shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for 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 Lessee or any other party, including the right of ingress and egress to and from the Premises for the construction, operation and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

16. SIGNS

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

17. HOLDING OVER

If Lessee with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22.040(c) or such successor provision of the code then in effect, and shall be terminable on 30 days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

18. EMINENT DOMAIN

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

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

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

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

19. COSTS

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

20. MISCELLANEOUS

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

B. Entire Agreement. This Lease represents the entire agreement between the parties with respect to the subject matter hereof, and may not be amended except in writing executed by the City and Lessee.

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

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

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

TO CITY:

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

TO LESSEE:

**Prince William Sound Science Center
Attn: Katrina Hoffman
P.O. 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.

Attachment A

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 Lessee.

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

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. Lessee represents that Lessee is a for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Washington, and is duly authorized by the State of Alaska to do business as a foreign corporation in the State of Alaska, and that Lessee has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Lessee hereunder. Prior to executing this Lease, Lessee shall provide the City with a certificate of authority issued by the State of Alaska, and shall provide the City with a resolution of Lessee's Board of Directors authorizing Lessee to enter into this Lease and to carry out its obligations hereunder as set forth above, and authorizing and directing the officer of Lessee whose name and signature appear at the end of this Lease to execute this Lease on Lessee's behalf.

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 to its fair meaning and not for or against the City or Lessee as both City and Lessee have had the assistance of attorneys in drafting and reviewing this Lease.

Attachment A

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

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

CITY:

CITY OF CORDOVA

Dated: _____

By: _____
Its: City Manager

Attest: _____
City Clerk

Prince William Sound Science Center

LESSEE:

Dated: _____

By: _____
Its: Katrina Hoffman, CEO PWSSC

Attests: _____

**CITY COUNCIL PUBLIC HEARING
JUNE 20, 2012 @ 7:15 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor Kallander called the Council public hearing to order at 7:15 pm on June 20, 2012, in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kallander* Council members, *Keith van den Broek*, *James Kacsh*, *David Allison*, *Bret Bradford* and *David Reggiani*. Council Members *EJ Cheshier* and *Robert Beedle* were absent. Also present were City Manager *Mark Lynch* and City Clerk *Susan Bourgeois*.

C. PUBLIC HEARING

1. Ordinance 1094 An ordinance of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$953,677 from the general reserve fund as follows: \$400,000 to the general fund; \$442,058 to the governmental capital projects fund; and \$111,619 to the chip seal fund all three of which were appropriated in the adopted or amended budget for fiscal year 2012

Mayor Kallander opened the meeting up for public comment – there was no public comment

Council recessed the public hearing at 7:16 pm; then reconvened at 7:29 pm at which time *Mayor Kallander* reopened the meeting for public comment – there was still no public comment

D. ADJOURNMENT

M/Allison S/Reggiani to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 6:59 pm.

Approved: July 05, 2012

Attest: _____
Susan Bourgeois, City Clerk

**CITY COUNCIL REGULAR MEETING
JUNE 20, 2012 @ 7:30 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kallander called the Council Regular Meeting to order at 7:30 pm on June 20, 2012, in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Kallander led the audience in the Pledge of Allegiance.

C. ROLL CALL

Present for roll call were *Mayor James Kallander* and Council members *Keith van den Broek, James Kacsh, David Allison, Bret Bradford, David Reggiani* and *Robert Beedle*. City Council member *EJ Cheshier* was absent. Also present were City Manager *Mark Lynch* and City Clerk *Susan Bourgeois*

D. APPROVAL OF REGULAR AGENDA

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

Allison requested they add the letter from *James Mykland* regarding the Science Center under correspondence as item 16.

Vote on motion: 6 yeas, 0 nays. Motion passes.

E. DISCLOSURES OF CONFLICTS OF INTEREST – None

EJ Cheshier joined the meeting at 7:35 PM.

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers - None

2. Audience comments regarding agenda items

Kelly Weaverling, read a letter to Council in regard to Resolution 06-12-31. He opined that the resolution should be removed from the consent calendar and moved to Ordinances and Resolutions on the agenda so it may have appropriate discussion. His preference would be to have the resolution moved and not seconded so it dies on the floor. His second preference would be to have the item moved, seconded, discussed and debated then voted down. His least preferred option would be to have the item passed. However Council chooses to act he feels it is very important that a request for support of a private business to receive funding from the state really requires more discussion.

Mary Anne Bishop, 700 Fourth St., read a letter to Council in in regard to Resolution 06-12-31. She requested Council vote against supporting the resolution. She felt that supporting this resolution in relation to March's election would be neither wise nor politically appropriate for Council. She opined that the process has not been transparent enough for Cordovans and that they wish to know what exactly is going on, if anything, between AIGC and the City. She furthered that AIGC has led the public to believe that they are continuing communication with the City but she has not seen in any reports of the City working with AIGC until now when the City Clerk has reported having worked with AIGC on this resolution. She requested that there be more details on what AIGC is planning to bring to Cordova and more detail on the savings numbers.

Kirsti Jurica, property owner in Saddle Point Subdivision, spoke in reference to Resolution 06-12-31. She stated that she has the same concerns as *Bishop* about the factoids. She would like to see where they came up with their math and what it's based on for energy savings and Cordova being 275% above the national average in energy costs. She would like to see a business plan from AIGC. She opined that those that voted to oppose the land sale were voting on more than just the land sale itself but opposing AIGC. Just a few weeks after the vote she heard on NPR that AIGC was going to continue with their plans to build a

utility gas infrastructure this fall. She is a little suspicious of the entire process. She encouraged Council to take a closer look at the facts and to take it off the agenda to give them more time to do their homework.

Mary Little, owner of 5 local businesses, agreed with what had been said on Resolution 06-12-31. She does not think it is appropriate for us to do something of this nature especially at this point in time. It upsets her that this is even being considered after the people voted “no” in March. She feels that the “no” vote was not just on the land sale but on the whole project.

Ellen Americus stated that she was surprised to see this on the agenda so soon after a vote of the people. She added that people get their nature fix out there and she would hate to see a big structure in the way.

Keren Kramer, spoke representing NVE on the disposal of the lot on the South Fill. She stated that if Council chose to put that piece of land back out to proposal, they would be interested in proposing on the lot.

3. Chairpersons and Representatives of Boards and Commissions
 - a. Letter from Jim Nygaard, Superintendent of Schools

G. APPROVAL OF CONSENT CALENDAR

Mayor Kallander informed Council that the consent calendar was before them.

Item 7 was pulled from the consent calendar and inserted under Ordinances and Resolutions after 17.

4. Proclamation of Appreciation to Jim Poor

5. Ordinance 1095

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 16.15.2305(d) to increase the minimum basic design snow load from 100 pounds per square foot on the horizontal projection of the roof to 150 pounds per square foot ground snow load for building permits issued on or after September 1, 2012 – 1st reading

6. Resolution 06-12-30

A resolution of the City Council of the City of Cordova, Alaska, renaming Seafood Lane as Jim Poor Avenue in honor of and to show respect to a great Cordovan

- ~~7. Resolution 06-12-31~~

~~A resolution of the City Council of the City of Cordova, Alaska supporting the efforts of Alaska Intrastate Gas Company in obtaining financing to provide natural gas to the residents of Cordova~~

Vote on Consent Calendar: 7 yeas, 0 nays. Cheshier – yes; Reggiani – yes; Beedle – yes; van den Broek – yes; Kacsh – yes; Allison – yes and Bradford – yes. Consent Calendar was approved.

H. APPROVAL OF MINUTES

M/Reggiani S/Bradford to approve the minutes.

8. Minutes of 06-05-12 City Council Public Hearing

9. Minutes of 06-05-12 City Council Special Meeting

Vote on motion: 7 yeas, 0 nays. Motion passes.

I. CONSIDERATION OF BIDS - None

J. REPORTS OF OFFICERS

10. Mayor’s Report

Mayor Kallander reported that he had a couple meetings with staff just to keep up on what is going on. **Kacsh** requested a written report from the Mayor, even if it is just bullets because sometimes there is good information that could be left out.

11. Manager’s Report – written report in packet

Lynch reported that he has been in arbitration with the Union. The ruling from the arbitrator will be in late August. The hospital roof contracts are all signed and they are getting mobilized. The breakwater fill

project has been moving along. **Hallquist** is working with Eagle Contracting on this. **Lynch** is working in value engineering on the North Fill floating dock which should come to Council soon.

12. City Clerk's Report – written report in packet

She asked Council if they want her to look into using optical scan devices with touch screens for local elections. Cordova is the only municipality not using the State's equipment for local elections presently. It sounds like it will cost about double what we currently spend on elections. Council asked the Clerk to look into modernizing the election process.

13. Staff Reports

a. Ashley Royal, Finance Director, monthly financials

Royal was not present so **Lynch** fielded questions. **Beedle** asked why the Harbor Enterprise fund has dropped considerably. **Mayor Kallander** asked **Lynch** to have **Royal** bring a detailed report on the Harbor Enterprise fund to the next meeting. **Beedle** asked if we are getting EVOS funds. **Lynch** responded that we have. **Mayor Kallander** stated that we have been allocated the \$7M but it is being given incrementally. Discussion followed on the allocation process.

K. CORRESPONDENCE

14. Letter from Mayor to Representative Thomas in re bridge naming

15. Letter from Mayor to Governor Parnell in re bridge naming

16. Letter from Mykland to Council in re of Science Center

L. ORDINANCES AND RESOLUTIONS

17. Ordinance 1094

An ordinance authorizing the transfer of \$953,677 from the general reserve fund as follows: \$400,000 to the general fund; \$442,058 to the governmental capital projects fund; and \$111,619 to the chip seal fund all three of which were appropriated in the adopted or amended budget for fiscal year 2012 – 2nd reading

M/Reggiani S/Bradford to approve Ordinance 1094, an ordinance of the City Council of the City of Cordova, Alaska authorizing the transfer of \$953,677 from the general reserve fund as follows: \$400,000 to the general fund; \$442,058 to the governmental capital projects fund; and \$111,619 to the chip seal fund all three of which were appropriated in the adopted or amended budget for fiscal year 2012

Vote on Motion: 7 yeas, 0 nays. Reggiani – yes; Beedle – yes; van den Broek – yes; Kacsh – yes; Allison – yes; Bradford – yes and Cheshier – yes. Motion was approved.

7. Resolution 06-12-31

A resolution of the City Council of the City of Cordova, Alaska supporting the efforts of Alaska Intrastate Gas Company in obtaining financing to provide natural gas to the residents of Cordova

M/Kacsh S/Reggiani to approve Resolution 06-12-31, a resolution of the City Council of the City of Cordova, Alaska supporting the efforts of Alaska Intrastate Gas Company in obtaining financing to provide natural gas to the residents of Cordova

Mayor Kallander stated that this is very similar to the resolution in support of the Pioneers. Council has a long history of passing resolutions in support of all kinds of projects so there is nothing unusual about this coming before Council today. He clarified that the question on the ballot in March was on the land sale. Far more people than the number that addressed Council tonight have talked to the Mayor personally and have expressed their hopes that we would not drop this as a possibility of lower costs and cleaner energy in the community. There are many options this company can have that would not involve the City at all other than permitting through the Planning Department and utility easements, road repairs and such. He has no issue supporting this. He opined that it is not circumventing public process and we have a long history of supporting other businesses through this type of resolution. **Kacsh** stated that he has no problem with the process either. He asked if AIGCO has come to Council since the election. He did not feel that

they had. As a community member he had suggested to them that they need to sell it to the community. At the same time they need to come re-sell it to Council. He is not ready to support this. He does not want to be in the position as a Council to have to sell this to the community. Let them sell it. **van den Broek** asked if there was an updated proposal that he hasn't seen. He has difficulty voting on a resolution stating that he has viewed a proposal that he has not. **Mayor Kallander** stated that he thought it was referring to the general concept of propane in the community. **van den Broek** responded that if that is the case he would like to have the language changed and maybe table this until we have had a chance to digest and edit it a bit. **Beedle** opined that it is not the City's job to provide letters of support for businesses to take to financial institutions. That may be more of a Chamber of Commerce deal. He feels that the people did vote it down and that it was more than just a land sale. If Council wants to support cleaner energy then he would like to see them support renewable resources such as wind/tidal/geothermal etc. He is not ready to vote on this resolution. He wants to see more information, numbers and details. We need them to come and sell the project to us. He would like to see it tabled indefinitely. **Mayor Kallander** reminded Council that all this does is say that Cordova is open to a specific company's concept of a project and that the Council has written numerous resolutions just like this for other private businesses. Not supporting this may not make a difference. They are free to purchase private land. **Bradford** stated that he supports gas and cheaper energy. He is not sure Cordova supports the efforts of AIGCO. Before he supports a specific company he would like to hear from them on what their plan is. **Kacsh** stated that they are looking for community support and he doesn't think they have it right now. **van den Broek** agreed with **Mayor Kallander** that they have supported a number of businesses but he feels that Council had a good understanding of why they want our support and what they will be doing. He would be happy to do that for AIGCO as well if he knew what they were doing. He is not prepared to vote on this now.

M/van den Broek S/Bradford to refer back to staff for more specific concept language

Mayor Kallander asked if Council wants to have another presentation by CH2MHill. **Allison** stated that what he does not want to see is Council trying to get into evaluating a business plan to see if its credit worthy, AIDEA will evaluate the business plan, we will not. He understands that people want more information but Council does not sit here and evaluate anyone's business plan. That is not our job. They are the experts not us. Any money we can bring into town is good, if they can't get money from AIDEA then they can try somewhere else or they might give up. If they can get the funding then they will go through the process of finding land, whether that is with private land or through the City's land disposal process. **van de Broek** agreed with **Allison** that he does not want to evaluate a business plan he just wants a better sense of what they are intending to do at this point. **Bradford** stated that he does not need another presentation from CH2MHill. He feels aware of what they have in mind. He would like to see the resolution referred to staff to change the wording so that we are supporting the concept of gas in Cordova and not a specific plan that AIGCO has. Go a little less specific on the project and more supportive of the concept. **Allison** stated that he feels like they understand what their concept is it's just a matter of having the language be cleaned up a little. They will eventually have to sell it to the community. **Cheshier** stated that he is viewing this simply that they would like to borrow money from the state and he is in support of that and he is prepared to vote in support of them going for that funding. **Beedle** stated that AIGCO is making a specific claim and he wants to see the back up for the claims.

Vote on motion: 6 yeas, 1 nay (Beedle). Motion to refer passes.

M. UNFINISHED BUSINESS – None

N. NEW & MISCELLANEOUS BUSINESS

18. Acceptance of Planning & Zoning Commission Resolution 12-04

A resolution of the Planning and Zoning Commission of the City of Cordova, Alaska, recommending an additional land use type for use in land disposal maps to the City of Cordova's City Council

M/Reggiani S/Allison that the City Council accept Resolution 12-04 from the Planning and Zoning Commission.

Beedle asked if it will be a rental lease rate or is it a bid with a first come first serve. **Greenwood** responded that it will be the same process as all the other land disposal categories.

Vote on motion: 7 yeas, 0 nays. Motion passes.

19. Council decision on property disposal, Lot 6, Block 2 South Fill DP

M/Kacsh S/Allison to award the disposal to the proposer on Lot 6 Block 2 South Fill Development Park.

Kacsh asked for clarification that P&Z did not agree with the proposer. **Greenwood** responded that they are not recommending the proposal. **Kacsh** stated that since P&Z is not recommending it then he will not be voting in favor of it. **Cheshier** stated he is going to go against the motion because he is going to follow P&Z's recommendation. **Allison** stated that he too will not be voting in favor of it but would like to get an idea from a P&Z member as to why they are not recommending it. **Greenwood** responded that one of their concerns was that it isn't new construction. There is a lot of belief that new construction provides employment during the process and then continuing on. The commissioners all went through their criteria and all said they rated it low. They didn't really discuss why. She would say the general feel was that it wasn't the highest and best use of the land. They also didn't think the proposal was very well defined with parking, where the building is going to sit on the lot, etc. They felt like that could have been done better.

Vote on motion: 0 yeas, 7 nays. Motion fails.

Lynch asked for Council's direction on this lot. **Mayor Kallander** stated that they were considering asking **Roemhildt** to give up their end lot for future planning in the South Fill and asked if this land could be used as a swap for that end lot then. **Lynch** responded that it could be. **Mayor Kallander** suggested to Council that they stand down on that lot until negotiations are complete with development of the South Fill. The end lot that we sold to **Roemhildt** could become a road and parking with the development of the South Fill. **Reggiani** suggested we keep it simple by sticking to process and not even talking about the trade. All Council needs to decide is whether or not the land is for sale. If it is then it goes back to staff to decide if it's going to be used for a road or a swap or whatever. **Allison** asked if the sale of the corner lot has completely gone through. **Lynch** responded that it has and he believes they are leasing it out as trailer parking currently. **Bradford** stated that he is in agreement with **Mayor Kallander's** suggestion. **van den Broek** cautioned that a swap not interfere with a performance agreement. He would like to see it go back out for bid. He is confused because it seemed that before there were so many people bidding for those lots but now we only have one. **Lynch** stated that he has heard from Council that the lot is still for sale so it will be treated as a City lot for sale unless Council decides to do something else. **Allison** stated that there is a process.

22. Pending Agenda and Calendar

Clerk's evaluation date was discussed. Council will fill out the evaluation sheets and the Clerk will keep putting it on as an executive session until it gets fit into a meeting with at least 5 members.

Council chose to move the July Regular meeting to the 5th after the holiday on the 4th.

O. AUDIENCE PARTICIPATION

Jennifer Gibbins stated that the request for a written report from the Mayor was something to be taken seriously.

P. COUNCIL COMMENTS

23. Council Comments

Beedle stated that he is glad to see the road repairs. He is really excited to see that they got the rebar moved. He thanked P&Z for how fast they responded to the snow load issue. He recommended to P&Z that they look at water-sewer line depth to avoid freeze ups on no snow years.

Allison stated that he appreciated the proclamation and renaming of the street for Jim Poor. He was a great leader and did a lot of great things for this community. He will be fondly remembered. He added that maybe we could get CEC to fix the fence at the hospital park. It looks unprofessional to not finish the job, he would like to see it fixed.

Reggiani stated that he appreciated the community coming forward and sharing their opinions but is concerned that more than half of them expressed confusion over the referendum. They were not sure if it was a referendum on the land sale or if they didn't want AIGCO to come to the community. He would like to see if there is something we can do to get more information out when someone does put out a petition for a referendum so that it is clearer for voters because there clearly was some confusion.

Bradford agreed with **Reggiani's** concerns. It should be cut and dried and should leave no room for confusion. He asked if while the paving crew is in town if we could fix 2nd St. because it is a disaster.

Lynch stated that he will pass that along to **Zamarron** tomorrow.

van den Broek stated that the he has been approached by several people regarding his attendance at the School Board meetings as the Council representative. Unfortunately due to scheduling, conflicting meetings and traveling he has only been able to attend 3 or 4 meetings. He feels bad about it and it goes against his own ethics. He does not feel like he is a very good representative on that board. He doesn't want to just vacate the seat but he would like to put it out to the other members of the Council. If another Council member feels they can fill that seat better then maybe talk to the Mayor about it.

Kacsh stated that he would like to take a proactive role in management of our salmon resource. He is hearing that our fishermen aren't allowed to fish here so they are fishing across the Sound; which impacts business as those are the retail customer. He is not sure what Council can do about it but at least ask Fish and Game why. **Mayor Kallander** stated that he has talked to Fish and Game about that before. **Kacsh** stated that he would like to see a more active role. He also commented that he is afraid that Council depends a little too heavily on the Mayor's position in negotiations and things like that which maybe should be brought to Council. To the point that sometimes, as a Council member, he feels out of the loop on things. That is Council's fault because we rely too heavily on the Mayor's position to do those things. He feels that more negotiations and discussions should be brought to the Council table.

Q. EXECUTIVE SESSION

26. City Manager Evaluation

M/Reggiani S/Allison to enter into executive session to have the City Managers evaluation. Subjects that may be discussed are subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion.

Vote on motion: 7 yeas, 0 nays. Motion passes.

Council took a 5-minute recess before entering the executive session; Council entered executive session at 8:56 pm (Clerk stepped out); Council came out of executive session at 10:30 pm

R. ADJOURNMENT

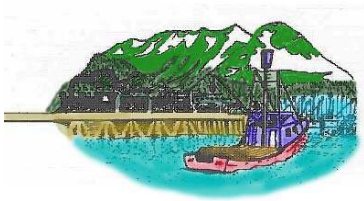
M/Reggiani S/Allison to adjourn the regular meeting at 10:30 pm

Hearing no objection the meeting was adjourned.

Approved: July 5, 2012

Attest: _____

Robyn Kincaid, Deputy City Clerk



City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574

Phone: (907) 424-6200
Fax: (907) 424-6000
Email:

citymanager@cityofcordova.net

CITY OF CORDOVA

Office of City Manager

June 27, 2012 Manager's Report (for 07/05/12 Council meeting)

Personnel issues: We continue to work towards filling remaining PW positions and police officer positions.

Arbitration/Union Grievances: Arbiter's decision on two grievances due by August 25th. Union has notified the City they plan to arbitrate another grievance concerning employee payout at separation.

Hospital Roof: The construction crew should be in town soon.

Scrap Metal: S&R is scheduled to be here the weekend of June 30 to load out scrap metal.

Harbor Study & Boardwalks: Preliminary work underway by DHI Engineering.

Breakwater/Fill Project: Project underway.

Shipyard Fill: Preliminary permitting work underway by DHI Engineering.

North Fill Floating Dock: I am in value engineering with a contractor, and I am waiting on complete drawing and specifications to finalize the agreement. I hope to bring a contract for approval at an upcoming Council meeting.

Snow Emergency: All required paperwork has been submitted to the State. Insurance has had an adjuster on site. We are waiting on responses from both.

Audit: The City audit is finished and I understand it went well with few issues. I will let Council know when the audit report is submitted by the auditors.

Training / Travel: I will be traveling to the summer Alaska Municipal League conference August 13-16. This means I will miss the second August Council meeting. I also plan to take two weeks' vacation following the conference, and return to work on September 4th.



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CITY OF CORDOVA

Office of City Manager

June 27, 2012

Memo to City Council
Re: Unexpected Legal Expense Update

There have been significant unplanned legal expenses in 2012. Council budgeted \$80,000 for 2012 legal expenses in non-departmental, which is where most City legal expenses are accounted for. There were several categories of unexpected legal expenses so far this year, but by far the largest have been costs associated with Union negotiations and Arbitration amounting to nearly \$24,000, and enforcement of business licenses and sales tax which has amounted to about \$33,000. Some portions of the legal expense associated with business license and sales tax enforcement will be repaid over time. Various smaller amounts attributed to changes in State law concerning parking citations, the snow emergency, etc., have brought the total unexpected legal costs to nearly \$71,000, and our total legal expenditures from non-departmental to \$99,105, nearly \$20,000 over budget. However, if not for the unexpected expenses, we would have spent only about 1/3 of the budgeted amount for the year to date. This memo is intended to be informational and to keep Council up to date on this issue, but at some point a budget amendment will be necessary. At this point every effort is being made to keep legal costs to a minimum, but normal City business will continue with the necessary level of legal review.

Thank you,

Mark Lynch
City Manager



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

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CITY CLERK'S REPORT TO COUNCIL

July 05, 2012 Regular Council Meeting

Date of Report: June 27, 2012

Things I have been working on:

- Signed paychecks/other AP checks
- Prepared agendas and packets for public hearing and regular mtg meeting on July 05, 2012
- Deputy Clerk completed the work for the 2012 property tax roll since the mill rate was set – reports completed and on website and tax bills were printed and mailed on June 29; 1st half due August 31st, 2nd half October 31st
- Wrote thank-you letter to Sycamore to accompany fish donation by City (which Trident actually donated)
- Worked with Planner on agenda items for Planning and Zoning Meeting and for City Council meeting
- Worked with Mayor and Vice-Mayor on AIGCO support resolution (Sub Res 06-12-31)
- Continued updating cemetery spreadsheet and map, hoping to consolidate all into GIS (an ongoing process as time allows) – in contact with a family concerning a July burial
- Responded to varied requests from public, mortgage companies, banks, in re assessed values, mill rates, taxes owing, etc.
- Renewed registrations for City owned vehicles/equipment
- Read through Charter and began an edit of the various sections
- Assisted in a group effort of the writing of the proclamation tonight for Martin Moe
- Party-planning for second annual employee morale boosting summer pig roast
- Contacted National Guard 297th mp company that assisted during snowpocalypse – currently coordinating a fish donation and a letter (to be cc'd to General Katkus) to them as well
- Set teleconference meeting with Valdez/Whittier in re shared fish allocation
- Discussed school district budget request with Nudelman of DoE and Manager in re changes due to HB 182 (lower mill rate number, etc.)

MEMO

DATE: June 18, 2012

TO: City Council

FROM: Harbormaster Muma

RE: Harbor Master Plan/**Agenda of 7/3/2012**

Last fall I presented the attached Harbor Master Plan to the Harbor Commission for their consideration. This plan went through the review and modification process, by the Harbor Commission, over a period of several months and meetings and is presented to you now as the final document.

As mentioned on the opening page of the plan, the intent of the document is to assist council, staff and administration for the future planning in regards to maintenance, use and development of harbor facilities and adjacent uplands.

Please bear in mind that this document is not set in stone and should be used as a guide to plan for future harbor needs and hopefully will facilitate the planning and budgetary process.

CITY OF CORDOVA HARBOR FACILITIES/UPLANDS MASTER PLAN

The purpose of this document is to provide the Harbor Commission, city council, city administration and city staff direction for the future maintenance, use and development of the Cordova Harbor facilities and the immediate adjacent harbor area uplands.



Prepared by Cordova Harbor Dept., 2012

FACILITIES

OLD HARBOR – Originally constructed in 1938, this facility was re-built following the 1964 earthquake. In 2005, after 41 years, this facility was completely renovated using funds received from the State in a transfer of ownership agreement which gave the City full ownership of the entire harbor. This facility is constructed using wooden floats, supported by steel piles and has the capacity to moor 214 vessels. **Current condition: Excellent**

Future Needs Within:

- ❖ 5 Years – Minor maintenance
- ❖ 10 Years – Minor maintenance/limited replacement of float components such as bullrails, decking, utilities where necessary.
- ❖ 20 Years- Maintenance to major components becomes more significant and frequent. Ongoing replacement of floats, decking, utilities should continue. Discussion regarding renovation should begin as this facility will be 26 years old. As part of renovation discussion, consideration should be given to installing sheet pile the length of Breakwater Ave. on the harbor side to provide for expanded parking, sidewalks or additional dock space.

LOADING DOCK – This facility was also rebuilt following the 1964 earthquake. The decking was replaced in 1998 and again in 2010. The old gantry style hoist was removed in 2010 and replaced with a hydraulic hoist. There are no known problems with existing piling or bracing. **Current condition: Good**

Future Needs Within:

- ❖ 5 Years- Replacement of decking where needed.
- ❖ 10 Years- Evaluation of support piles and bracing. Replacement of all decking.
- ❖ 20 Years-Evaluation of entire facility for useful life remaining.

OLD GRID- This facility is a 180'/90 ton wooden grid which was constructed following the 1964 earthquake. It has had some replacement of timbers in the early 90's but no other maintenance. Several of the supporting piling are rotten. The Harbor Department placed a vessel length limit of 50' on this facility in the late 1990's to help reduce damage. The trestle and dock associated with this grid have had some minor piling repair and bracing replacement. The building on this dock is currently being used as offices for the Prince William Sound Science Center. It has had extensive repairs and upgrades but is an old structure and should be evaluated in the future to determine if it retains any useful life. The deck to this trestle was replaced in 1998. **Current condition: Grid-Poor to Fair, Trestle-Fair**

Future Needs Within:

- ❖ 5 Years- Replacement of grid timbers and trestle decking as needed.
- ❖ 10 Years-Evaluation of entire facility including the building. Based on the evaluation of the facility, decide whether to close and remove entire facility including grid, trestle, dock and building. This area could be used

as a location for future expansion of harbor facilities. Possibilities include a new grid, more slips, the extension of the Old Harbor Loading Dock.

- ❖ 20 Years-Construction of a new facility in this area.

OLD HARBOR APPROACH #4- This facility was constructed following the 1964 earthquake and the only maintenance performed has been decking replacement. During the renovation of the Old Harbor in 2005, this approach had a complete decking replacement. The building on this approach, although appears to be in fair condition, is approximately 46 years old. To eliminate future maintenance, this structure should be removed once it has reached the end of its useful life. The gangway on this approach was installed during the 2005 renovation and is in excellent condition. **Current condition:**

Good

Future Needs Within:

- ❖ 5 Years- Replacement of all decking.
- ❖ 10 Years- Evaluation of all decking, support piles and bracing and replace as needed. Evaluation of building and removal if necessary. Evaluation of gangway and repair where necessary.
- ❖ 20 Years- Evaluation of support piles, bracing and replace as needed. Replacement of all decking. Evaluation of building (if still in existence) and removal if necessary. Evaluation of gangway and repair where necessary.

OLD HARBOR APPROACH #5- This facility was constructed following the 1964 earthquake and the only maintenance performed has been decking replacement. The decking was replaced in 1998 and again in 2010. The gangway on this approach was installed during the 2005 renovation and is in excellent condition. **Current condition:**

Good

Future Needs Within:

- ❖ 5 Years-Continued replacement of decking as needed.
- ❖ 10 Years- Evaluation of all decking, support piles and bracing and replace as needed. Evaluation of gangway and repair where necessary.
- ❖ 20 Years- Evaluation of entire facility for remaining useful life.

NEW HARBOR-This facility was constructed with the expansion of the harbor beginning in the early 80's. It is currently 27 years old. This is primarily a concrete float facility with wooden components to tie it together. The transient float is wood with steel piles. The remainder of the harbor has a combination of wood and steel piles. Although the concrete in this facility has held up very well, we are starting to see the wooden components beginning to fail. The waterline was replaced in the mid-90's with an HDPE line which, since its introduction, has required very little maintenance. Electrical components have had to be replaced at frequent intervals. H and I Floats have experienced significant damage due to winter storms which produces a swell which enters the harbor uninterrupted. In 1994, the State of Alaska spent approximately \$100,000 repairing damage from the north wind. Since that time, the harbor has seen the loss of several more finger floats due to the same north swells. This harbor has the

capacity to moor 501 vessels. This facility should provide another 10-15 years of reliable service. **Current condition: Fair to good**

Future Needs Within:

- ❖ 5 Years-Continued replacement of and maintenance to structural components and utilities including replacement of floats damaged by north winds. Complete an evaluation of facility condition with preliminary design and cost estimate for facility replacement.
- ❖ 10 Years-Continued replacement of and maintenance to structural components and utilities including replacement of floats damaged by north winds. Efforts to secure funding for facility replacement should be in progress.
- ❖ 15 Years-Replacement of facility.

NEW GRID-This facility is a 160'/250 ton steel grid and was constructed during the harbor expansion of the early 80's. During the first twenty years of its existence, this facility required frequent replacement of the wooden timbers. The last complete replacement of the wooden components was in 1997. In 2006, all of the wooden timbers were replaced with HDPE. Since that time, no maintenance has been required at this facility. **Current condition: Very good**

Future Needs Within:

- ❖ 5 Years-Monitor silt accumulation around lower grid bents and remove as necessary.
- ❖ 10 Years- Monitor silt accumulation around lower grid bents and remove as necessary. Complete an evaluation of all grid components, including steel piling, catwalk and HDPE timbers and replace items where necessary.
- ❖ 20 Years- Monitor silt accumulation around lower grid bents and remove as necessary. Complete an evaluation of all grid components, including steel piling, catwalk and HDPE timbers and replace items where necessary.

NEW HARBOR APPROACH #1-This facility was constructed during the New Harbor construction of the early 80's. Since that time, no maintenance or repairs has been required at this approach. **Current condition: Good**

Future Needs Within:

- ❖ 5 Years-Replace planks and bullrails as needed.
- ❖ 10 Years- Continued replacement decking where needed. Complete an evaluation of facility condition with preliminary design and cost estimate for facility replacement.
- ❖ 15 Years- Replacement of facility.

NEW HARBOR APPROACH #2- This facility was constructed during the New Harbor construction of the early 80's. Since that time, no maintenance or repairs has been required at this approach. **Current condition: Good**

Future Needs Within:

- ❖ 5 Years-Replace planks and bullrails as needed.

- ❖ 10 Years- Continued replacement decking where needed. Complete an evaluation of facility condition with preliminary design and cost estimate for facility replacement.
- ❖ 15 Years- Replacement of facility.

NEW HARBOR APPROACH #3- This facility was constructed during the New Harbor construction of the early 80's. Since that time, no maintenance or repairs has been required at this approach. **Current condition: Good**

Future Needs Within:

- ❖ 5 Years-Replace planks and bullrails as needed.
- ❖ 10 Years- Continued replacement decking where needed. Complete an evaluation of facility condition with preliminary design and cost estimate for facility replacement.
- ❖ 15 Years- Replacement of facility.

NEW HARBOR/NEW GRID APPROACH - This facility was constructed during the New Harbor construction of the early 80's. Since that time, no maintenance or repairs has been required at this approach. **Current condition: Good**

Future Needs Within:

- ❖ 5 Years-Replace planks and bullrails as needed.
- ❖ 10 Years- Continued replacement decking where needed. Complete an evaluation of facility condition with preliminary design and cost estimate for facility replacement.
- ❖ 15 Years- Replacement of facility.

THREE STAGE DOCK- There was major modification and enhancement of this facility during the New Harbor expansion of the early 80's. Since that time, the decking has been replaced on all levels of this dock, bullrails have been replaced, and all sway bracing under the dock has been replaced as well. **Current condition: Good**

Future Needs Within:

- ❖ 5 Years-Replace planks and bullrails as needed.
- ❖ 10 Years- Continued replacement decking where needed. Complete an evaluation of facility condition with preliminary design and cost estimate for facility replacement.
- ❖ 15 Years- Replacement of facility.

INNER HARBOR LAUNCH RAMP- This facility was constructed in 2005 with the renovation of the Old Harbor. This launch ramp also includes an access float. Since its construction, no maintenance has been necessary. **Current condition: Excellent**

Future Needs Within:

- ❖ 5 Years-Continued monitoring of concrete planks on ramp and articulated access float. Make repairs/maintenance as needed.
- ❖ 10 Years- Continued monitoring of concrete planks on ramp and articulated access float. Make repairs/maintenance as needed.
- ❖ 20 Years- Complete an evaluation of facility condition with preliminary design and cost estimate for facility replacement.

NORTH FILL LAUNCH RAMP- This facility was constructed in 1990 and has seen considerable damage to concrete planks due primarily to landing craft use. Although still usable, this facility needs improvement work. In 2011, funds were approved by the State of Alaska in the amount of \$350,000 for launch ramp improvements. Initial estimates by city engineers report that approximately \$800,000 will be needed to construct and install an access float at this ramp. **Current condition: Fair**

Future Needs Within:

- ❖ 5 Years- Complete an evaluation of facility condition with preliminary design and cost estimate for facility replacement.
- ❖ 10 Years- Continued monitoring of facility for repairs and maintenance. Secure funding and replace facility.
- ❖ 20 Years- Continued monitoring of facility. Make repairs/maintenance as Needed.

NORTH CONTAINMENT BOAT STORAGE AREA- Since the creation of this fill, these three lots just north of Bayside Storage have been used as a city boat storage area. It has been re-organized once and the Harbor Dept., along with the Harbor Commission, is currently developing plans and rules for use of this area to make it more user friendly by the addition of a maintenance area with water and power beginning in 2012. **Current condition: Good**

Future Needs Within:

- ❖ 5 Years- Completion of maintenance area including vessel spaces with water and electricity available at each space. Continue monitoring by harbor staff to ensure proper use.
- ❖ 10 years- Maintenance to utilities as needed. Continued monitoring by harbor staff to ensure proper use.
- ❖ 20 Years- Maintenance to utilities as needed. Continued monitoring by harbor staff to ensure proper use.

CITY DOCK- Constructed in 1965, this facility was the moorage facility for the USCG buoy tenders until 2002 when the USCG relocated to the North Fill T-Dock. This dock was completely re-decked in 1998 and then underwent a 4 million dollar renovation in 2005. This renovation included piling replacement, decking and bullrail replacement, installation of fenders and camels, installation of dolphins, upgraded lighting and replacement of all sway-bracing. Since the renovation only minor maintenance has been required to the camels and lighting. **Current condition: Excellent**

Future Needs Within:

- ❖ 5 Years - Monitoring of facility for needed repairs and maintenance.
- ❖ 10 Years- Continued monitoring of facility for repairs. Decking will most likely need replacement. Camel anchoring system should be evaluated and replaced as needed.
- ❖ 20 Years- Continued monitoring of facility. Replacement of all decking and bullrails. Replacement of sway-bracing where needed. Replacement of camels and anchoring system. Upgrade/replacement of lighting system.

NORTH CONTAINMENT T-DOCK- This facility was constructed in 1989 and was initially used for loading and unloading of fishing gear and light freight. In 2002, extensive upgrades were completed as part of an agreement with the USCG to relocate their new buoy tender to this facility. This is a secure facility and is leased to the USCG for buoy tender moorage. This facility is a concrete dock supported by steel piles. It has a timber fender system as well as a series of camel logs which keeps the buoy tender off the face of the dock. Since the upgrade, little maintenance has been required at this facility. One fender was replaced due to a vessel strike and there have been some waterline problems during the winter months. The abutment between the dock approach and the road was replaced with a concrete one in 2011. **Current condition: Excellent**

Future Needs Within:

- ❖ 5 Years- Monitor fenders, camels and lighting for needed maintenance.
- ❖ 10 Years- Evaluation of steel piles for corrosion and installation of cathodic protection if necessary. Monitor fenders, camels and lighting for needed maintenance.
- ❖ 20 Years- Continued monitoring of all facility components for repairs.

MUNICIPAL DOCK(Ocean Dock)- This is Cordova's primary facility for the reception of the community's fuel and waterborne freight. This dock, constructed in 1968, is a concrete facility supported by steel piles. A brief history of maintenance at this facility is as follows: 1982- Replacement of all fenders on the face of the dock. 1994- Installation of heat shrink wraps to all piling to enhance corrosion protection. 1997- Bullrail repair/replacement at the face of the dock. 2001- Piling cluster re-securement at dock corners. There is a small building of the dock which houses the Cathodic Protection system which provides a steady current to all piling to prevent corrosion. This system is inspected and serviced every year and is in good operating condition. This facility, for its age, is generally in good condition. I credit the condition of the dock to less use over recent years. Samson Tug & Barge and Shoreside Petroleum are the only regular users. In the past other users included Sealand, and the Alaska Marine Highway. Sealand no longer comes into Cordova and the Marine Highway constructed their own facility in 2005. Upgrades to components of the dock need to be considered to extend the life of the facility. **Current condition: Good**

Future Needs Within:

- ❖ 5 Years- Continued maintenance to bullrails, fenders, overhead lighting and cathodic protection. Although these components are starting to show their age, with proper repairs should last at least five more years.
- ❖ 10 years- Funding should be secured to begin replacement of all bullrails, fenders (especially at dock face) and lighting. The cathodic protection system should be evaluated for life expectancy and either be updated or replaced.
- ❖ 20 years- A thorough evaluation of this facility should be completed to Determine remaining useful life.

TRAVEL LIFT FACILITY- Construction to this facility was completed in 2010. It includes the Marine Travelift, piers, washdown pad, water treatment unit, maintenance area including overhead lighting and utilities. The facility operates on approximately 2

acres of the Ocean Dock Subdivision. The Marine Travel Lift was purchased in 2009. The City is currently negotiating with Samson Tug & Barge to make a property trade to make the travel lift facility and operating area more efficient. **Current condition:**

Excellent

Future Needs Within:

- ❖ 5 Years- Explore options and secure funding to expand existing fill to provide for additional space for vessel maintenance/storage and to provide space to erect a large maintenance building.
- ❖ 10 Years- Expand fill and erect maintenance building.
Monitor facility, equipment and systems for continued maintenance and repairs.
- ❖ 20 Years- Continued maintenance to all facilities, equipment and systems.

UPLANDS

SOUTH CONTAINMENT FILL- Since its construction during the early 80's harbor expansion project, this area has reached its capacity for future development. The possibility of expansion of this area needs to be discussed. Other discussion should include parking, sidewalks and use and direction of future expansion.

Future Needs:

1. All current parking areas should be designated and maintained as permanent harbor parking and those areas should never be considered as available for sale.
2. Sidewalks with proper curbs and drainage should be established throughout this area.
3. Designate and maintain a short-term trailer parking area for recreational users.
4. Explore the installation of sheet piles on the harbor side of Nicholoff Way to provide additional space for sidewalks, parking or businesses.

5

NORTH CONTAINMENT FILL- Since its construction during the early 80's harbor expansion project, this area has reached its capacity for future development. The possibility of expansion of this area needs to be discussed. Other discussion should include parking, sidewalks and use and direction of future expansion.

Future Needs

1. Designate and maintain Lot 1&2, Block 6 as a staging, turnaround and parking area for trailer use at the North Fill Launch Ramp.
2. Designate Lots 1&2, Block 6 and Lot 3, Block 5 as snow dumps during winter months.

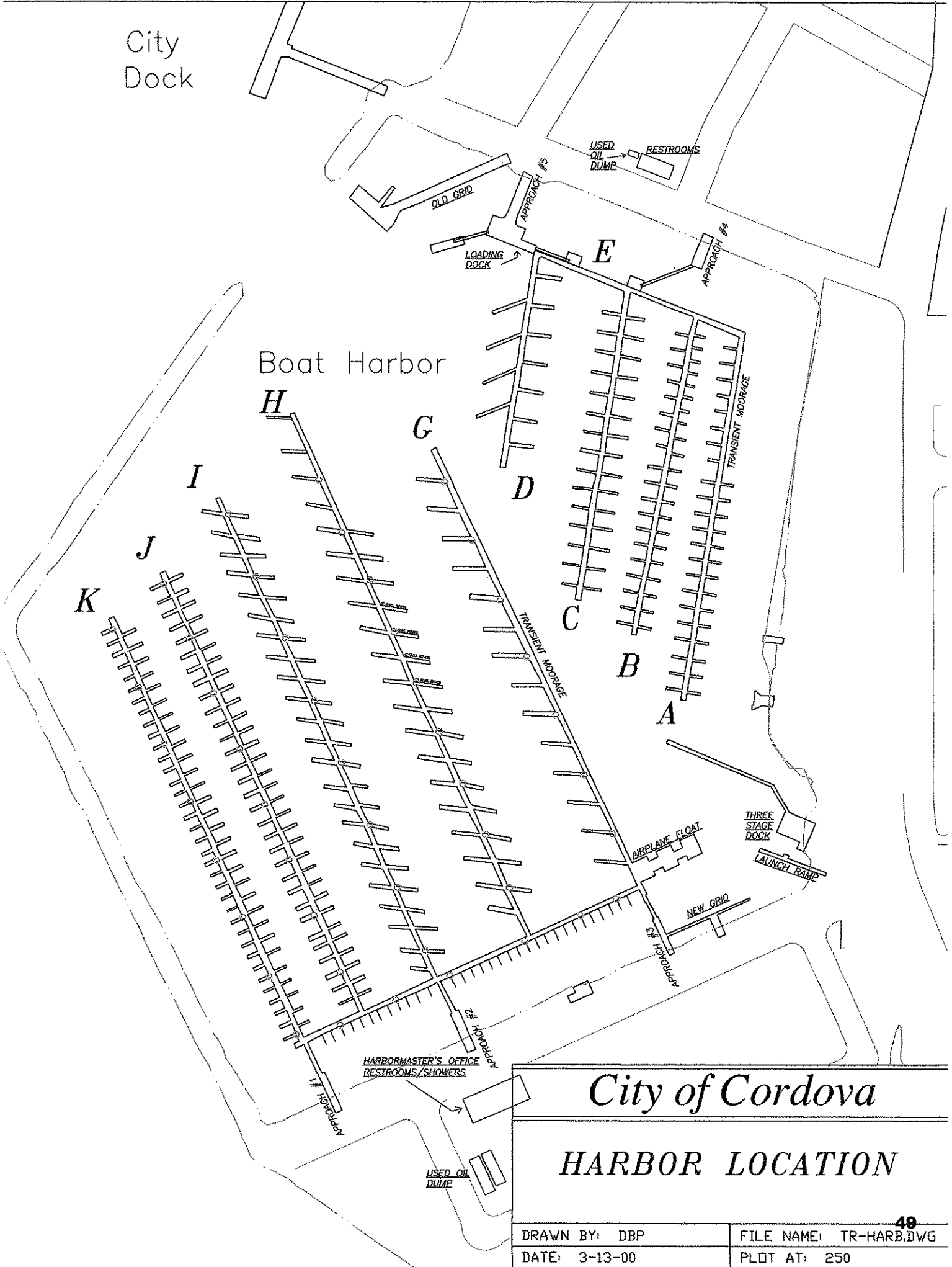
HARBOR EXPANSION

The future expansion of the harbor is a topic that has been discussed recently since slips for boats larger than 40' have been in demand for approximately the last year. Since the last expansion in the early 80's, winter storms have caused the loss of 10-50' finger floats(20 slips), 2-40' finger floats(4 slips) 2-30' finger floats(4 slips) and 1-26' finger float(2 slips). The loss of the smaller slips is insignificant, however, the loss of the 50' slips has proven to put a demand for large boat moorage on the harbor. Although discussion of expansion is certainly a valid topic, there may be ways to avoid this expensive endeavor.

At some point in the next 10-15 years, the New Harbor will have to be renovated as it will be approaching the end of its useful life. With thoughtful design and engineering, the New Harbor renovation should provide adequate moorage for years to come. With input from city staff, Harbor Commission and the public, engineers should be able to design a more efficient, user friendly harbor layout that will sufficiently provide moorage for the fleet. Since about 1990, the annual stall rental capacity has fluctuated anywhere from 70% to as high as 88%. With a more efficiently designed harbor, the ability to accommodate all users should not be an issue.

Possible future expansion into the area that is now occupied by the Old Grid and the Prince William Sound Science Center could also provide for additional slips as well. This area could provide for several large boat slips or as many as twenty small boat slips.

City Dock



City of Cordova

HARBOR LOCATION

DRAWN BY: DBP

DATE: 3-13-00

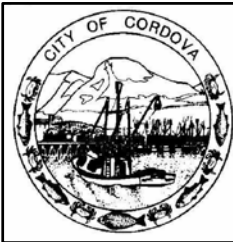
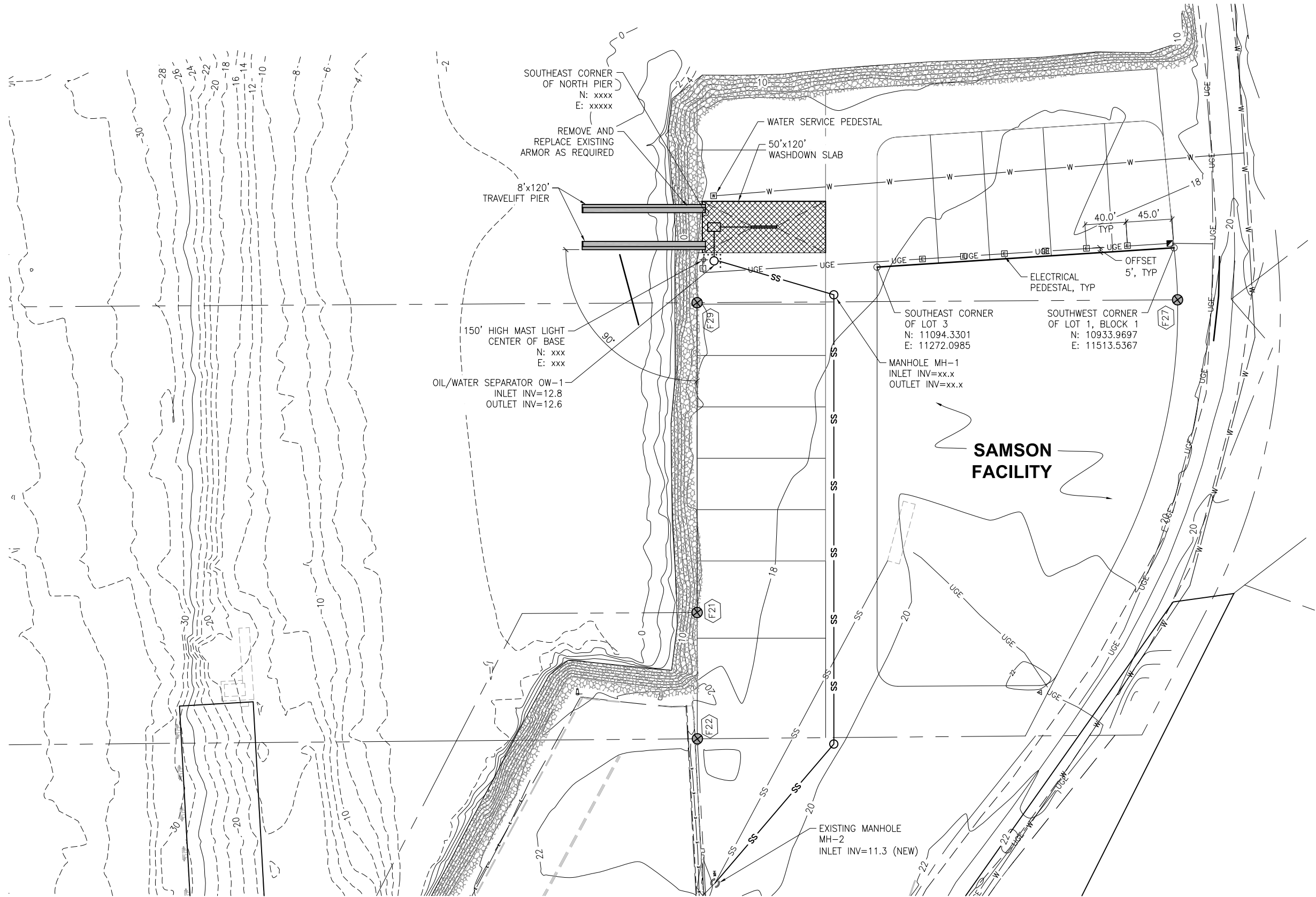
FILE NAME: TR-HARB.DWG

PLOT AT: 250

NORTH CONTAINMENT AREA



J:\2007\071052 Cordova Vessel Launch Ramp\Travel Lift Facility\Drawings\Working to be deleted\03 - New Site Plan (Option 2).dwg, 11/3/2008 10:25:36 AM, Bill Jamison, PND Engineers, Inc., 1:2



CITY OF CORDOVA
PO BOX 1210
CORDOVA, ALASKA 99574
PHONE: (907) 424-6200
FAX: (907) 424-6000

DRAFT
11/3/08

PND Engineers, Inc. (PND) is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Where specifications are general or not called out, the specifications shall conform to standards of industry. Drawings are for use on this project only and are not intended for reuse without written approval from PND. Drawings are also not to be used in any manner that would constitute a detriment directly or indirectly to PND.

REV	DATE	DESCRIPTION

DATE: _____

1506 West 36th Avenue
Anchorage, Alaska 99503
Phone: 907.561.1011
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www.pndengineers.com

P | N | D
ENGINEERS, INC.

PROJECT: CORDOVA BOAT HAULOUT FACILITY		
TITLE: NEW SITE PLAN		
DESIGNED BY: BJ	DATE: 10/24/08	SHEET NO: 51 3 OF 12
CHECKED BY: JWP	PROJECT NO: 071052	

MEMO, City of Cordova

FROM: Ashley Royal, Finance Director
TO: City Manager, Mayor and City Council
Date: June 27, 2012

The questions were relating to the Cash Allocation Reconciliation between funds.

Fund #401 shows a deficit, and is awaiting the transfer from the permanent fund, which was just approved by ordinance. This fund may show a deficit if carried over from a prior year(s) and also if some budgeted projects are commenced before the funds are transferred from the general fund or permanent fund. A deficit can be covered by a transfer of funds any time of the year. Sometimes the fund is awaiting reimbursement of grant money.

Funds #430 – #448: These capital projects funds show a small deficit on the report submitted due to expenditures authorized by Council in 2011. As part of the close-out of 2011 books, and the audit, these deficits have been covered from the General Fund, but the journal entry had not yet been made at the time of the report.

The Water/Sewer Fund was split into two funds in 2011 and 2012, which is why N/A is shown in the columns for 2011 and 2012.

Fund #502, Harbor Enterprise Fund: The concern is the decline in central treasury cash allocated in Fund #502, Harbor Fund. At 12/31/10 the amount was \$703,405. At 12/31/11 the amount shown is \$344,241. The decrease is mostly because of the creation of Fund #702 Harbor Fund Dep'n Reserve and recording accumulated cash of \$350,533 per council's request.

The further decline of cash in the Harbor Fund through May 2012 is due to expenditures exceeding revenue, year to date, in the approximate amount of (\$185,387). There will always be some small reconciling number due to accounts payable, etc. Also, the revenue for the harbor comes in primarily during or just after fishing season, so it is not unusual for the expenditures to exceed revenue for the first half of the year. The annual billings just went out in mid-June, so the last half of the year will recover most of the cash. It is still expected for the Harbor Fund to have a positive net cash flow for the year 2012.

Respectfully submitted by:
Ashley Royal
Finance Director, City of Cordova

MEMO, City of Cordova

FROM: Ashley Royal, Finance Director
TO: City Manager, Mayor and City Council
Date: June 13, 2012
RE: Monthly Report

This is a Five page report, thru May 31, 2012.

- Cash and Investments report, all funds
- Revenue and Expenditure Report compared to Budget for General Fund
- Revenue and Expenditure Report compared to budget all funds except School Project and Cordova Center
- Cordova Center Project Report – summary
- School Project Report – summary

The Cash and Investments report shows comparison of 12/31/10 to 12/31/11 to 5/31/12. The report is divided in two parts – the top part showing the balances by general ledger account number, and where the money actually resides. The bottom part shows how the money is allocated between the various funds of the City. You will notice that a lot has changed since 2010 in the fund structure of the general ledger. Sewer and Water Fund has been divided into two separate funds, and the Enterprise funds now each have a corresponding separation of their respective capital projects and depreciation reserve, and in the case of Refuse the landfill reserve.

The financial statement for the General Fund is broken down by major categories for revenue, and by department. This report is a standard format for presentation to city councils, printed off the Caselle software. The first column is for the month of May, 2012. The second column is for 2012 year-to-date (YTD). The third column is the 2012 adopted budget. The fourth column is the difference in the YTD and the Budget, and the last column is the percent received or spent YTD.

The third page is a financial report laid out in the same format as described above, but for all funds, except the School Project and Cordova Center. The loss in May for the Permanent Fund is due to a decline of the value of investments with UBS, net of property sale.

The fourth page is a revised and simplified comprehensive report for the Cordova Center. It is designed to give an overview on one page. It's a pretty standard format, with the first column showing the comprehensive budget as known at this time. The second column is for all transactions recorded prior to 2012. The third column is for the remaining amounts known. And the fourth column is for actual transactions thus far in 2012.

The fifth page is designed to show the status of the School Project at the present time, for management purposes. The initial State Budget is shown in the first column, for reference and comparison to the second column, which is the total available per the general ledger. The third column is all the transactions actual prior to 2012. The fourth column is actual YTD for 2012.

Respectfully submitted by:
Ashley Royal
Finance Director, City of Cordova

City of Cordova				
Cash and Investments		12/31/2010	12/31/2011	5/30/2012
001-11000	FNB Checking	(\$40,990.83)	(\$117,035.34)	(\$535,677.10)
001-11001	FNB Sweep Acct.	\$2,715,894.15	\$361,693.23	\$234,888.59
001-11002	FNB Payroll Checking	(\$39,267.14)	(\$42,366.13)	(\$85,192.05)
001-11003	Cash XPB	N/A	\$0.00	\$26,239.72
001-11010	UBS - Central Treasury Investments	\$7,612,877.50	\$7,569,873.99	\$5,000,251.68
101-12015	AMLIP	\$2,610.30	\$2,616.68	\$2,625.00
104-12025	UBS - Permanent Fund Investments	\$8,033,064.58	\$8,836,765.81	\$8,991,079.92
420-12025	UBS School Capital Project	\$445,474.16	N/A	N/A
203-11000	Cash Savings Acct	\$6,861.99	\$6,887.94	\$6,889.00
502-11000	FNBA Credit Cards Acct	\$324,843.57	\$178,124.43	\$55,437.11
805-12000	FNBA Certificate of Deposits	\$479,725.10	\$480,442.09	\$480,575.00
		<u>\$19,541,093.38</u>	<u>\$17,277,002.70</u>	<u>\$14,177,116.87</u>

Fund #	Cash Allocation Reconciliation			
101	General Fund	\$4,433,851.07	\$5,255,710.89	\$3,868,909.80
104	Permanent Fund	\$8,534,668.01	\$8,929,994.81	\$9,298,308.92
203	Ambulance Replacment Fund	\$54,304.83	\$63,028.51	\$63,029.57
333	2012 Snowpocalypse	N/A	N/A	(\$875,692.87)
401	General Projects & Grant Admn	(\$103,585.88)	(\$168,774.59)	(\$353,280.63)
408	School ILP Building	N/A	\$105,242.89	\$49,151.32
410	Chip Seal C.I. P.	\$100,546.53	(\$61,634.45)	\$75,765.55
420	School Capital Project	\$2,552,396.89	\$834,553.54	\$120,632.55
426	Cordova Center Fund	\$1,456,881.79	\$288,501.97	\$189,590.17
430	Public Safety Building C.I. P.	N/A	(\$75,000.00)	(\$75,000.00)
435	Hospital Repair Project	N/A	(\$13,500.00)	(\$13,500.00)
442	Shipyards Building Project	N/A	(\$5,650.00)	(\$5,650.00)
444	Shipyards Fill Project	N/A	(\$5,000.00)	(\$5,000.00)
448	Sawmill Avenue Trail Project	N/A	(\$5,000.00)	(\$5,000.00)
502	Harbor Enterprise Fund	\$703,404.87	\$344,241.29	\$148,056.18
	Sewer/Water Enterprise Fund	\$543,643.91	N/A	N/A
503	Sewer Enterprise Fund	N/A	\$78,802.27	\$132,211.78
504	Water Enterprise Fund	N/A	\$199,704.11	\$109,882.04
505	Refuse Enterprise Fund	\$1,232,282.24	\$246,429.45	\$274,146.86
506	Odiak Camper Park Fund	\$32,699.12	\$23,943.31	\$16,819.83
602	Harbor & Port Projects	N/A	\$5,000.00	\$4,148.51
603	Sewer Projects	N/A	\$7,775.00	(\$23,674.53)
604	Water Projects	N/A	(\$237,937.56)	(\$300,280.06)
605	Solid Waste Projects	N/A	\$68,936.43	\$68,936.43
702	Harbor Fund Dep'n Reserve	N/A	\$350,532.98	\$350,532.98
703	Sewer Fund Dep'n Reserve	N/A	\$56,500.00	\$56,500.00
704	Water Fund Dep'n Reserve	N/A	\$100,000.00	\$100,000.00
705	Refuse Fund Dep'n Reserve	N/A	\$300,444.16	\$300,044.16
805	Landfill Fund	N/A	\$535,449.69	\$535,582.60
911	E-911 Special Revenue Fund	N/A	\$54,708.00	\$71,945.71
		<u>\$19,541,093.38</u>	<u>\$17,277,002.70</u>	<u>\$14,177,116.87</u>

CITY OF CORDOVA
FUND SUMMARY
FOR THE 5 MONTHS ENDING MAY 31, 2012

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES	45,442.20	1,253,761.68	5,507,136.66	4,253,374.98	22.8
LICENSES & PERMITS	517.60	782.60	17,800.00	17,017.40	4.4
OTHER GOVERNMENTAL	.00	1,196,089.39	2,453,553.00	1,257,463.61	48.8
LEASES & RENTS	14,244.05	57,234.31	186,050.00	128,815.69	30.8
LAW ENFORCEMENT	22,253.72	105,484.99	307,234.00	201,749.01	34.3
D. M. V.	9,283.52	27,261.94	74,500.00	47,238.06	36.6
PLANNING DEPARTMENT REVENUE	4,291.75	6,608.50	14,500.00	7,891.50	45.6
RECREATION DEPT REVENUE	13,086.00	21,928.00	71,900.00	49,972.00	30.5
POOL REVENUE	1,273.00	3,778.00	23,200.00	19,422.00	16.3
SALE OF PROPERTY	700.00	2,815.00	9,600.00	6,785.00	29.3
INTERFUND TRANSFERS IN	.00	.00	852,083.84	852,083.84	.0
OTHER REVENUE	38,732.17	101,887.68	81,146.00	(20,741.68)	125.6
STATE DEBT SERVICE REIMBURSE	.00	643,961.00	975,707.41	331,746.41	66.0
	149,804.01	3,421,593.09	10,574,410.91	7,152,817.82	32.4
<u>EXPENDITURES</u>					
CITY COUNCIL	2,964.13	4,666.02	26,150.00	21,483.98	17.8
CITY CLERK	16,849.08	102,421.97	225,616.00	123,194.03	45.4
CITY MANAGER	19,590.23	101,317.62	384,638.00	283,320.38	26.3
FINANCE	27,786.09	148,801.86	358,832.00	210,030.14	41.5
PLANNING DEPARTMENT EXPENSE	20,850.17	87,538.35	193,564.00	106,025.65	45.2
DEPARTMENT OF MOTOR VEHICLE	3,694.99	21,227.54	67,072.00	45,844.46	31.7
LAW ENFORCEMENT	60,469.03	314,491.99	815,460.00	500,968.01	38.6
JAIL OPERATIONS	15,254.68	77,088.32	200,289.00	123,200.68	38.5
FIRE & EMS	19,715.26	132,398.49	308,606.00	176,207.51	42.9
DISASTER MANAGEMENT DEPT.	.00	.00	510.00	510.00	.0
INFORMATION SERVICES	25,845.14	147,881.76	371,526.00	223,644.24	39.8
FACILITY UTILITIES	20,113.22	84,733.71	145,500.00	60,766.29	58.2
PW ADMINISTRATION	8,968.89	48,944.21	105,746.00	56,801.79	46.3
FACILITY MAINTENANCE	14,511.15	55,957.54	197,522.00	141,564.46	28.3
STREET MAINTENANCE	39,749.39	195,701.38	572,912.00	377,210.62	34.2
SNOW REMOVAL	502.89	14,392.16	60,881.00	46,488.84	23.6
EQUIPMENT MAINTENANCE	12,844.68	107,586.75	274,998.00	167,411.25	39.1
PARKS MAINTENANCE	17,573.60	33,134.23	100,715.00	67,580.77	32.9
CEMETERY MAINTENANCE DEPT.	.00	.00	8,218.00	8,218.00	.0
RECREATION - BIDARKI	29,099.47	150,877.87	339,175.00	188,297.13	44.5
POOL	27,769.52	99,227.10	258,059.00	158,831.90	38.5
SKI HILL	5,775.88	34,979.40	58,400.00	23,420.60	59.9
NON-DEPARTMENTAL	7,249.50	136,832.62	342,830.00	205,997.38	39.9
LONG TERM DEBT SERVICE	1,662.50	1,018,130.58	1,699,076.18	680,945.60	59.9
INTERFUND TRANSFERS OUT	.00	.00	749,945.73	749,945.73	.0
TRANSFERS TO OTHER ENTITIES	145,833.35	1,362,500.00	2,328,170.00	965,670.00	58.5
	544,672.84	4,480,831.47	10,194,410.91	5,713,579.44	44.0
	(394,868.83)	(1,059,238.38)	380,000.00	1,439,238.38	

CITY OF CORDOVA
FUND SUMMARY
FOR THE 5 MONTHS ENDING MAY 31, 2012

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
101 GENERAL FUND	149,804.01	3,421,593.09	10,574,410.91	7,152,817.82	32.4
104 CITY PERMANENT FUND	(53,083.01)	368,314.11	1,110,858.73	742,544.62	33.2
203 AMBULANCE REPLACEMENT FUND	.00	.00	7,050.00	7,050.00	.0
205 VEHICLE REMOVAL FUND	.00	.00	33,000.00	33,000.00	.0
401 GENERAL PROJ & GRANT ADMN	104,467.37	100,018.16	454,808.00	354,789.84	22.0
410 CHIP SEAL C.I.P.	.00	.00	261,618.57	261,618.57	.0
502 HARBOR ENTERPRISE FUND	54,935.43	149,744.97	1,010,956.14	861,211.17	14.8
503 SEWER ENTERPRISE FUND	56,862.88	260,478.00	627,210.00	366,732.00	41.5
504 WATER ENTERPRISE FUND	49,516.97	210,751.29	675,593.42	464,842.13	31.2
505 REFUSE ENTERPRISE FUND	72,858.38	300,861.97	852,300.00	551,438.03	35.3
506 ODIK CAMPER PARK	2,059.48	2,059.48	53,662.00	51,602.52	3.8
602 HARBOR & PORT PROJECTS	36,411.66	36,411.66	1,760,000.00	1,723,588.34	2.1
603 SEWER PROJECTS	.00	.00	113,500.00	113,500.00	.0
604 WATER PROJECTS	.00	.00	201,500.00	201,500.00	.0
605 SOLID WASTE PROJECTS	.00	.00	642,000.00	642,000.00	.0
702 HARBOR FUND DEP'N RESERVE	.00	.00	70,000.00	70,000.00	.0
703 SEWER FUND DEP'N RESERVE	.00	.00	50,000.00	50,000.00	.0
704 WATER FUND DEP'N RESERVE	.00	.00	4,236.25	4,236.25	.0
805 LANDFILL FUND	.00	129.60	50,000.00	49,870.40	.3
911 E-911 SPECIAL REVENUE FUND	212.00	17,237.71	50,000.00	32,762.29	34.5
	474,045.17	4,867,600.04	18,602,704.02	13,735,103.98	26.2
<u>EXPENDITURES</u>					
101 GENERAL FUND	544,672.84	4,480,831.47	10,194,410.91	5,713,579.44	44.0
104 CITY PERMANENT FUND	.00	.00	945,676.57	945,676.57	.0
333 2012 SNOWPOCALYPSE	111,176.83	875,692.87	.00	(875,692.87)	.0
401 GENERAL PROJ & GRANT ADMN	31,196.46	234,038.49	504,808.00	270,769.51	46.4
408 SCHOOL ILP BUILDING	.00	30,441.33	.00	(30,441.33)	.0
410 CHIP SEAL C.I.P.	.00	.00	200,000.00	200,000.00	.0
502 HARBOR ENTERPRISE FUND	71,666.37	331,132.26	1,010,956.14	679,823.88	32.8
503 SEWER ENTERPRISE FUND	39,089.67	191,065.11	627,210.00	436,144.89	30.5
504 WATER ENTERPRISE FUND	54,709.51	183,828.10	675,593.42	491,765.32	27.2
505 REFUSE ENTERPRISE FUND	39,240.50	243,828.86	831,325.00	587,496.14	29.3
506 ODIK CAMPER PARK	1,998.18	8,396.40	53,662.00	45,265.60	15.7
602 HARBOR & PORT PROJECTS	1,352.29	37,263.15	1,790,000.00	1,752,736.85	2.1
603 SEWER PROJECTS	.00	18,021.17	264,000.00	245,978.83	6.8
604 WATER PROJECTS	.00	3,050.80	252,000.00	248,949.20	1.2
605 SOLID WASTE PROJECTS	.00	.00	832,000.00	832,000.00	.0
	895,102.65	6,637,590.01	18,181,642.04	11,544,052.03	36.5
	(421,057.48)	(1,769,989.97)	421,061.98	2,191,051.95	

City of Cordova
Cordova Center
5/31/2012

Account Number	Account Title	Total Project Budget	Prior Years Actual	2012 Current year	2012 Current year
				Budget	Actual
426-300-40325	Investment Earnings	90,770.90	90,770.90	0.00	0.00
426-300-42195	Cordova Center Design	23,109.00	23,109.00	0.00	0.00
426-300-42200	Not Yet Known	0.00	0.00	0.00	0.00
426-300-43000	Deferred Revenue	0.00	(387,361.70)	387,361.70	387,361.70
426-310-42410	DOI FY03 S.2708	994,000.00	994,000.00	0.00	0.00
426-310-42420	HUD EDI B-04-SP-AK-0040	994,100.00	994,100.00	0.00	0.00
426-310-42430	DCCED 05-DC-039	25,000.00	25,000.00	0.00	0.00
426-310-42440	DCCED 06-DC-101	1,000,000.00	1,000,000.00	0.00	0.00
426-310-42450	DCCED 10-DC-011	1,000,000.00	1,000,000.00	0.00	0.00
426-310-42460	DCCED 11-DC-197	2,500,000.00	2,500,000.00	0.00	0.00
426-310-42470	DCCED 11-DC-626	2,000,000.00	2,000,000.00	0.00	0.00
426-310-45480	EVOSTC - Fed Grant	7,000,000.00	846,628.67	6,153,371.33	0.00
426-390-49998	Transfer from Permanent Fund	1,500,000.00	1,500,000.00	0.00	0.00
426-390-49999	Transfer from General Fund	0.00	0.00	0.00	0.00
Total Revenue		17,126,979.90	10,586,246.87	6,540,733.03	387,361.70
426-401-00000	Phse I - From City Money	1,515,100.00	446,499.98	1,068,600.02	71,221.39
426-402-00000	Phse II - From City Money	0.00	0.00	0.00	0.00
426-411-00000	Phse I - DOI FY03 S.2708	994,000.00	994,000.00	0.00	0.00
426-412-00000	Phse II - DOI FY03 S.2708	0.00	0.00	0.00	0.00
426-421-00000	Phse I - HUDEDI B04SP-AK-0040	994,100.00	994,100.00	0.00	0.00
426-422-00000	Phse II - HUDEDI B04SP-AK-0040	0.00	0.00	0.00	0.00
426-431-00000	Phse I - DCCED 05-DC-039	25,000.00	25,000.00	0.00	0.00
426-432-00000	Phse II - DCCED 05-DC-039	0.00	0.00	0.00	0.00
426-441-00000	Phse I - DCCED 06-DC-101	1,000,000.00	1,000,000.00	0.00	0.00
426-442-00000	Phse II DCCED 06-DC-101	0.00	0.00	0.00	0.00
426-451-00000	Phse I - DCCED 10-DC-011	1,000,000.00	1,000,000.00	0.00	0.00
426-452-00000	Phse II - DCCED 10-DC-011	0.00	0.00	0.00	0.00
426-461-00000	Phse I - DCCED 11-DC-197	2,500,000.00	2,500,000.00	0.00	0.00
426-462-00000	Phse II - DCCED 11-DC-197	0.00	0.00	0.00	0.00
426-471-00000	Phse I - DCCED 11-DC-626	2,000,000.00	2,000,000.00	0.00	0.00
426-472-00000	Phse II - DCCED 11-DC-626	0.00	0.00	0.00	0.00
426-481-00000	Phse I - EVOSTC	7,000,000.00	846,628.67	6,153,371.33	825,518.36
426-482-00000	Phse II - EVOSTC	0.00	0.00	0.00	0.00
426-901-00000	Interfund Transfers Out	0.00	0.00	0.00	0.00
Total Expenditures		17,028,200.00	9,806,228.65	7,221,971.35	896,739.75
Net Totals		98,779.90	780,018.22	(681,238.32)	(509,378.05)

Account Number	Account Title	State Budget	Per GL Total Available	Per GL 2008 - 2011	Per GL 2012
School Capital Project					
Revenue					
420-300-40100	Bond Issue Proceeds	16,610,704.59	16,610,704.59	16,610,704.59	.00
420-300-40325	Investment Earnings	.00	262,168.89	262,168.89	.00
420-300-43000	Deferred Revenue	.00	.00	823,948.04-	823,948.04
Transfers					
420-393-41005	Transfer to School Dist	.00	200,000.00-	200,000.00-	.00
Total Revenue:		16,610,704.59	16,672,873.48	15,848,925.44	823,948.04
Mt Eccles Gym Addition					
420-403-50220	CM (by consultant)	91,982.00	91,982.00	91,982.00	.00
420-403-52100	Land Purchase	205,759.91	205,759.91	205,759.91	.00
420-403-52110	Site Investigation	.00	.00	.00	.00
420-403-52140	Design Services	413,919.00	413,919.00	413,919.00	.00
420-403-52150	Construction	6,090,955.00	6,084,932.89	6,084,932.89	.00
420-403-52160	Equipment	151,222.00	151,222.00	151,222.00	.00
420-403-52170	District Admn Overhead	229,955.00	243,536.97	243,536.97	.00
420-403-52180	Art	22,996.00	22,996.00	22,996.00	.00
420-403-52190	Project Contingency	.00	.00	.00	.00
Total Mt Eccles Gym Addition:		7,206,788.91	7,214,348.77	7,214,348.77	.00
Mt Eccles Renovation					
420-405-50220	CM (by consultant)	166,730.00	166,730.00	166,730.00	.00
420-405-52140	Design Services	833,650.00	830,398.89	830,398.89	.00
420-405-52150	Construction	7,491,425.00	7,491,425.00	6,668,354.05	694,051.29
420-405-52160	Equipment	487,202.00	487,202.00	487,202.00	.00
420-405-52170	District Admn Overhead	416,825.00	441,085.82	440,208.73	12,769.80
420-405-52180	Art	41,683.00	41,683.00	41,683.00	390.00
420-405-52190	Project Contingency	.00	.00	.00	.00
Total Mt Eccles Renovation:		9,437,515.00	9,458,524.71	8,634,576.67	707,211.09
Total Expenditure:		16,644,303.91	16,672,873.48	15,848,925.44	707,211.09
Net Grand Totals:		33,599.32-	.00	.00	116,736.95

From: Charles Vaught
To: Moe Zamarron
In Re: Cordova Clean-up Day Activities, June 23, 2012

We had a slow morning but at about 9:00 we got a lot of c+d and metals and plastics. We had not as many participants in the actual clean-up day but still had a good turnout. The Peterbilt went very well at the clean-up picnic the kids thought it was awesome I was told. For the car disposal, we had 27 vehicles. Road construction was a big slow down for us we could not move the materials out to the landfill fast enough because of the construction slowdowns. Cars went well we only had to turn away 2 people who didn't have fluids drained we had an 8 man crew for the clean-up day. We were also grateful for Rick Johnson's help with the City's loader at the North Fill on the cars. I had a lot of people who said let's do it earlier next year. But we had over 60 yards of c+d and metals in less than one day at the baler that is not including the cars at the North Fill. Other than that it went very well and we look forward to next year.

Molly Mulvaney and Eric Manzer

PO Box 1033
Cordova, Alaska 99574
(907) 424-3218

RECEIVED

JUN 21 2012

City of Cordova

June 19, 2012

The Cordova Times
editor@thecordovetimes.com

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

Dear Editor and City Council Members:

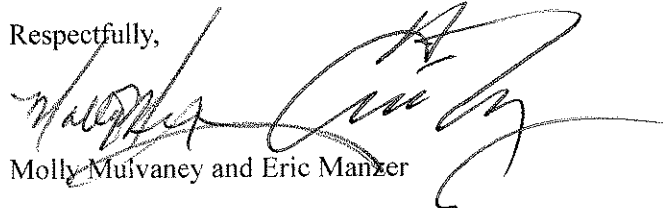
Like many others, we are very grateful to have the Cordova Times and appreciate the coverage and quality of the reporting. It is because of that reporting that we learned about the negotiations between the City and the Science Center (Cordova Times June 8, 2012 issue). And again thanks to the paper, we have a forum in which to voice our support for the Science Center and ask that the City renew the lease with the same terms as the last twenty years.

After reading the June 8, 2012 article on the current state of negotiations where the City proposes applying a "fair market value" valuation scheme to the terms of the Science Center's lease with the City, we applied a similar analysis to the local fishing industry. We quickly realized that if commercial fishing were truly a fair market operation, there would be very few people who could afford to do it.

Imagine the true cost of the commercial fishing fleet's share of the satellite system that supports the GPS and navigation equipment that almost all boaters here use. Add to that the true cost of the Coast Guard Sycamore buoy tender and crew that benefit all fishing vessels. Then add in the cost of the state of the art rescue helicopter that comes over every summer from Kodiak along with a highly trained crew that, when not in full rescue mode, is on standby for the local fishing fleet. Lets not forget the discounted loans available for fisherman to finance a boat and permit at a rate lower than true fair market value. Include the market cost of constructing and maintaining the boat harbor, then add the price of commercial fuel, which is exempt from excise tax, and its easy to see that if each fisherman had to bear the fair market cost of these and doubtless other items, commercial fishing would be a very different enterprise. Cordova would be a very different place if the "fair market value" of services the fishing community receives from governments at every level were assessed and levied directly on each commercial fisherman.

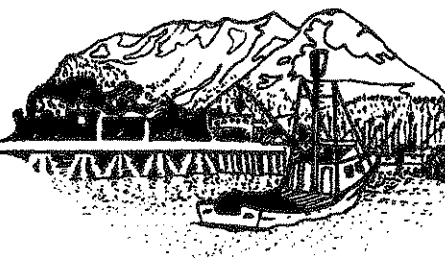
With that in mind, we are confident the City understands the short comings of applying a strict fair market value analysis to our local commercial fishing fleet. We ask that the City apply that same understanding to its negotiations with the Science Center and renew the lease on the terms it has had for the last 20 years.

Respectfully,



Molly Mulvaney and Eric Manzer

CITY OF CORDOVA




June 27, 2012

Lieutenant Commander Michael Sarnowski
USCG Cutter Sycamore
PO Box 300
Cordova, AK 99574

Lieutenant Commander Sarnowski:

On behalf of the City of Cordova and her grateful citizens, I want to personally thank you for assisting during the 2011-2012 snowpocalypse event in Cordova. The City staff and EOC personnel were impressed with how quickly you and the men under your command came to the aid of the citizens of Cordova. The very least we can offer to you and the Sycamore crewmen is a meal of Cordova's finest Copper River Red Salmon. The fishing industry is also keenly aware of the Sycamore's contribution this winter and really year-round as you help protect our waters and our fleet. When I approached Trident Seafoods with a request to purchase the fish to donate, they would have no part in accepting the City's money and instead offered the fish as a donation. Please enjoy this small token of Cordova's appreciation.

Thank you,



Jim Kallander, Mayor
City of Cordova

STATE CAPITOL
P.O. Box 110001
Juneau, AK 99811-0001
907-465-3500
fax: 907-465-3532



Governor Sean Parnell
STATE OF ALASKA

550 West Seventh Avenue, Suite 1700
Anchorage, AK 99501
907-269-7450
fax 907-269-7461
www.Gov.Alaska.Gov
Governor@Alaska.Gov

June 15, 2012

The Honorable James Kallander
Mayor
City of Cordova
P.O. Box 1210
Cordova, AK 99574

Dear Mayor Kallander,

Thank you for your correspondence regarding funding for your community priorities. Your advocacy for projects in your community is an important part of the budget process. The budget I signed on May 14th includes funding for several important community requests including education, revenue sharing, roads, and water and sewer projects.

Enclosed is a list of projects for communities in House District 5 and Southeast Areawide (HD 1 through 5).

I worked closely with the Legislature this past session to craft a responsible budget for Alaska – to grow our economy and strengthen families. Over \$2 billion of surplus funds were deposited into savings accounts while addressing key priorities of resource and economic development, education, public safety, transportation infrastructure, and military support.

Again, thank you for taking the time to write, share your views, and for your participation in this public process.

Best regards,

A handwritten signature in black ink that reads "Sean Parnell". The signature is written in a cursive style with a large, stylized "S" and "P".

Sean Parnell
Governor

Enclosure

Impact House District Detail

Cordova/Southeast Islands (HD 5) Only

HD	Dept	Project Title	Unrestricted GF Amount	Designated GF Amount	Other Amount	Federal Amount	Total
Cordova/Southeast Islands (HD 5)							
Commerce		American Bald Eagle Foundation - Avian Flight and Education Center with Dorms	159,250	0	0	0	159,250
Commerce		American Legion Lynn Canal Post #12 - Fire Suppression System Installation	150,000	0	0	0	150,000
Commerce		Angoon - Clinic Helicopter Landing Pad	172,000	0	0	0	172,000
Commerce		Angoon - Front Road Renovation	1,500,000	0	0	0	1,500,000
Commerce		Angoon - Headstart Playground	30,000	0	0	0	30,000
E&ED		Angoon High School Mechanical Upgrades	47,818	0	0	0	47,818
Commerce		Catholic Community Service - Craig-Klawock Senior Center Wheelchair Lift Equipped Vehicle	70,000	0	0	0	70,000
Commerce		Catholic Community Service - Haines Senior Center Equipment	10,000	0	0	0	10,000
Commerce		Catholic Community Service - Haines Senior Center Heating System and Weatherization Improvements	65,000	0	0	0	65,000
Commerce		Catholic Community Service - Hydaburg Senior Program Wheelchair Lift Equipped Vehicle	70,000	0	0	0	70,000
Commerce		Chatham School District - Freight Vehicle	40,000	0	0	0	40,000
Commerce		Chatham School District - Gym Restoration Projects	35,000	0	0	0	35,000
Commerce		Chilkat Valley Preschool - Furniture, Educational Equipment and Supplies	30,000	0	0	0	30,000
Commerce		Chilkoot Indian Association - Cat 226B3 Skid Steer Loader with a Snow Blower	35,890	0	0	0	35,890
Commerce		Chilkoot Indian Association - Chilkoot Community Service Center	1,315,000	0	0	0	1,315,000
Commerce		Cordova - Bike Rack Construction	4,000	0	0	0	4,000
Commerce		Cordova - Hospital Roof Emergency Repairs and Replacement	2,000,000	0	0	0	2,000,000
EnvCon		Cordova - LT2 Compliance UV Treatment Facility	3,888,250	0	0	0	3,888,250
Commerce		Cordova - Morning Music Program	15,000	0	0	0	15,000
Commerce		Cordova - Student Van	40,000	0	0	0	40,000
Commerce		Cordova - Window Replacement	13,000	0	0	0	13,000
Commerce		Craig - Craig Cannery Site Harbor Development	400,000	0	0	0	400,000
Commerce		Craig - Design and Construction of Harbor Shop Building	25,000	0	0	0	25,000
Commerce		Craig - Municipal Drinking Water Source Storage	100,000	0	0	0	100,000
Commerce		Craig - Prince of Wales Island Borough Study	30,000	0	0	0	30,000
Commerce		Craig - Public Safety Building Engineering and Design	100,000	0	0	0	100,000
Commerce		Craig - Public Works Heavy Equipment	600,000	0	0	0	600,000
Commerce		Craig - Water and Wastewater System Cleaning, Inspection and Master Planning	250,000	0	0	0	250,000
E&ED		Craig Elementary and Middle School Alternative Wood Heat Installation	161,172	0	0	0	161,172
Trans		Dyea Road Washout Emergency Repair	25,800	0	0	0	25,800
Trans		Gustavus - Ferry Terminal Improvements	0	0	0	375,000	375,000
Commerce		Gustavus - Good River Road Culvert Replacement and Road Safety Improvements	118,000	0	0	0	118,000
Commerce		Gustavus - Recycling Center Remodel, Renovation, and Upgrades	55,000	0	0	0	55,000

State of Alaska

Office of Management and Budget

5-15-2012 9:04 am

Cordova/Southeast Islands (HD 5) Only

Impact House District Detail

HD	Dept	Project Title	Unrestricted GF Amount	Designated GF Amount	Other Amount	Federal Amount	Total
Cordova/Southeast Islands (HD 5)							
	EnvCon	Haines - Barnett Water Tank Replacement	699,143	0	0	0	699,143
	Trans	Haines - Sand, Chemical and Snow Removal Equipment Storage Building	0	0	0	1,600,000	1,600,000
	Commerce	Haines Animal Rescue Kennel - Animal Control Vehicle Conversion	10,550	0	0	0	10,550
	M&VA	Haines Armory Deferred Maintenance	160,000	0	0	160,000	320,000
	Commerce	Haines Borough - Haines Boat Harbor and Breakwater Improvements	4,500,000	0	0	0	4,500,000
	Commerce	Haines Borough - Haines High School Gymnasium Renovation	250,000	0	0	0	250,000
	Commerce	Haines Borough - Letnikof Cove Harbor Improvements	950,000	0	0	0	950,000
	Commerce	Haines Borough - Port Chilkoot Cruise Ship Dock	2,380,000	0	0	0	2,380,000
	Commerce	Haines Borough - Public Library Technology Improvements Upgrades and Replacements	7,173	0	0	0	7,173
	Commerce	Haines Borough - Road Grader Acquisition	400,000	0	0	0	400,000
	Commerce	Haines Borough - Sludge Composting Shed	60,000	0	0	0	60,000
	Trans	Haines Highway Milepost 19 - 23 Rock Slide Emergency Repairs	150,250	0	0	0	150,250
	Trans	Haines Highway Reconstruction - Milepost 3.5 to 21	0	0	0	1,000,000	1,000,000
	Commerce	Helping Ourselves Prevent Emergencies (HOPE) - Executive Director Hire	80,000	0	0	0	80,000
	Trans	Hoonah - Hoonah Harbor	207,500	0	0	0	207,500
	EnvCon	Hoonah - Water Transmission Line Replacement Phase 3	1,732,357	0	0	0	1,732,357
	Commerce	Hydaburg - Bulk Fuel Storage Facility	65,000	0	0	0	65,000
	Trans	Hydaburg - Small Boat Harbor	2,698,000	0	0	0	2,698,000
	Commerce	Hydaburg Cooperative Association - Hydaburg Harbor Clean Up and Search and Rescue Vessel	818,682	0	0	0	818,682
	Commerce	Kake - D6 Bull Dozer and Tilt-Bed Trailer Acquisition	366,000	0	0	0	366,000
	Commerce	Kake - Water and Sewer Replacement	4,650,000	0	0	0	4,650,000
	Commerce	Kake City School District - School Bus	25,000	0	0	0	25,000
	E&ED	Kake Elementary School Mechanical Ventilation Completion	59,200	0	0	0	59,200
	E&ED	Kake High School Kitchen Renovation	25,121	0	0	0	25,121
	E&ED	Kake High School Shower Repairs	43,205	0	0	0	43,205
	Commerce	Kasaan - Community Hall Remodel and Upgrade	83,400	0	0	0	83,400
	Commerce	Klawock - Harbormaster Building	147,233	0	0	0	147,233
	Commerce	Klawock - Prince of Wales Vocational Technical Education Center Equipment, Tools, and Supplies	900,000	0	0	0	900,000
	Commerce	Klawock - Public Safety Building Phase II	1,441,022	0	0	0	1,441,022
	Trans	Klondike - Industrial Highway Ore Haul Refurbishment	2,500,000	0	0	0	2,500,000
	Commerce	Klukwan - Fire Hall Building Repair and Expansion	54,833	0	0	0	54,833
	Commerce	Klukwan - Historical Building Repair	45,000	0	0	0	45,000
	Commerce	Klukwan - Jilkaat Kwaan Dock Repair	63,500	0	0	0	63,500

Impact House District Detail

Cordova/Southeast Islands (HD 5) Only

HD	Dept	Project Title	Unrestricted GF Amount	Designated GF Amount	Other Amount	Federal Amount	Total
Cordova/Southeast Islands (HD 5)							
Commerce		Klukwan - Road Maintenance Equipment Upgrades	49,817	0	0	0	49,817
E&ED		Metlakatla High School Annex Roof Replacement	41,345	0	0	0	41,345
Commerce		Metlakatla Indian Community - Design and Construction of Chum Hatchery	0	500,000	0	0	500,000
Commerce		Metlakatla Indian Community - EDA City Dock Improvements	2,000,000	0	0	0	2,000,000
Commerce		Metlakatla Indian Community - Net Pens and Hatchery Improvements	150,000	0	0	0	150,000
Commerce		Metlakatla Indian Community - Senior Citizen Bus	60,000	0	0	0	60,000
Commerce		Native Village of Eyak - Installation of Utilities to First 5 blocks of Harney Bay Subdivision	366,000	0	0	0	366,000
Commerce		Naukatli Bay - Naukatli Bay Marina	1,800,000	0	0	0	1,800,000
Commerce		Northern Southeast Regional Aquaculture Association - Haines/Skagway Spawning Channels	620,000	0	0	0	620,000
Commerce		Pioneers of Alaska Igloo #19 - Igloo Building Preservation and Rehabilitation	200,000	0	0	0	200,000
Commerce		Prince of Wales Hatchery Association - Hatchery Equipment Replacements and Upgrades	0	475,000	0	0	475,000
Commerce		Prince of Wales Veteran's Association - Prince of Wales Veteran's Totem Project	35,000	0	0	0	35,000
Commerce		Prince William Sound Aquaculture - Main Bay Hatchery	864,000	0	0	0	864,000
Commerce		Skagway - Recycling and Solid Waste Plan	100,000	0	0	0	100,000
Trans		Skagway - Small Boat Harbor	5,000,000	0	0	0	5,000,000
Commerce		Southeast Island School District - Greenhouse and Generator Heat Recovery-Produce for Naukatli School	49,000	0	0	0	49,000
Commerce		Southeast Island School District - Greenhouse and Wood-Fired Boiler-Produce and Heat for Barry Stewart School-Kasaan	90,000	0	0	0	90,000
Commerce		Southeast Island School District - Whale Pass School Teacher Housing Replacement	98,400	0	0	0	98,400
Commerce		Takshanuk Watershed Council - School Garden Season Extender Hoop House	14,000	0	0	0	14,000
Commerce		Takshanuk Watershed Council - Youth Cleanup of Lynn Canal and Haines Borough Beaches	50,000	0	0	0	50,000
Commerce		Takshanuk Watershed Council - Land Acquisition and Conservation	200,000	0	0	0	200,000
Commerce		Tatitlek Heat Recovery Project	0	265,000	0	0	265,000
Commerce		Tenakee Springs - LED Street Lights	18,750	0	0	0	18,750
Commerce		Tenakee Springs - Public Safety, Firehall, and EMS Facility Land Purchase	285,000	0	0	0	285,000
Commerce		Thayer Lake Hydropower Transmission/Generation	0	7,000,000	0	0	7,000,000
Commerce		Tlingit - Haida Regional Housing Authority - Kake and Angoon Alternative Energy/Biomass Heating System Project	500,000	0	0	0	500,000
Trans		Yakutat - Airport Perimeter Fence	0	0	0	1,800,000	1,800,000
Commerce		Yakutat - Renewable Energy Self Sufficiency Project	1,200,000	0	0	0	1,200,000

Cordova/Southeast Islands (HD 5) Only

Impact House District Detail

HD Dept	Project Title	Unrestricted GF Amount	Designated GF Amount	Other Amount	Federal Amount	Total
Cordova/Southeast Islands (HD 5)						
Commerce	Yakutat School District - 4-Wheel Drive Van	35,000	0	0	0	35,000
Cordova/Southeast Islands (HD 5) total:		50,953,661	8,240,000	0	4,935,000	64,128,661
Report total:		50,953,661	8,240,000	0	4,935,000	64,128,661

Southeast Areawide (HD 1-5) Only

Impact House District Detail

HD	Dept	Project Title	Unrestricted GF Amount	Designated GF Amount	Other Amount	Federal Amount	Total
Southeast Areawide (HD 1-5)							
Commerce		Alaskan Shellfish Growers Association - Shellfish Industry Technical Assistance Grants	30,000	0	0	0	30,000
Univ		Banfield Hall Dormitory Project	4,000,000	2,250,000	0	0	6,250,000
FishGm		Crystal Lake Hatchery Deferred Maintenance	0	650,000	0	0	650,000
Commerce		Haven House, Inc. - Planning for Reentry and Transitional Housing Program	30,000	0	0	0	30,000
Commerce		Inter-Island Ferry Authority	250,000	0	0	0	250,000
Trans		Kake-Petersburg Road	40,000,000	0	0	0	40,000,000
Commerce		Northern Southeast Regional Aquaculture - Hidden Falls Salmon Hatchery	1,237,000	0	0	0	1,237,000
Commerce		Northern Southeast Regional Aquaculture - Medvejie Hatchery Maintenance & Facility Improvements	900,000	0	0	0	900,000
NatRes		Parks and Outdoor Recreation Deferred Maintenance - Southeast Area	475,000	0	0	0	475,000
Trans		SE Alaska Light Detection & Ranging (LIDAR) Mapping & Reconnaissance	5,000,000	0	0	0	5,000,000
Commerce		Southeast Alaska Power Agency - Hydroelectric Storage, Generation, Transmission, & Business Analysis	3,000,000	0	0	0	3,000,000
Commerce		Southeast Conference - Southeast Alaska Timber & Economic Revitalization Project	650,000	0	0	0	650,000
Trans		Southeast Region - National Highway System and Non-National Highway System Pavement and Bridge Refurbishment	0	0	0	5,000,000	5,000,000
Commerce		Southern Southeast Regional Aquaculture Association - Hatchery Equipment and Deferred Maintenance	0	455,000	0	0	455,000
FishGm		Water Quality Testing of Cross Boundary Rivers	37,000	0	0	0	37,000
Southeast Areawide (HD 1-5) total:			55,609,000	3,355,000	0	5,000,000	63,964,000
Report total:			55,609,000	3,355,000	0	5,000,000	63,964,000



COPPER RIVER WATERSHED PROJECT

@Voices for a wild salmon economy

June 27, 2012

Cordova City Council and Mayor
Mark Lynch, City Manager
P.O. Box 1210
Cordova, AK 99574

Dear Cordova Council, Mayor, and City Manager Lynch,

The Copper River Watershed Project would like to congratulate all who have contributed to the continuing success of the Cordova Web Recycling Program. Now in its third year of reinstatement, we are happy to report that our program has topped one hundred thousand pounds—or 50 tons—of recycled web! In doing so, Cordova as a community has kept all that waste out of our landfills, and saved the city time and operating costs by keeping harmful web from damaging our baler.

The Copper River Watershed Project would like to thank all the entities that have participated in this program thus far—Alaska Marine Lines/Lynden, Redden Marine, LFS, the Native Village of Eyak, the Marine Advisory Program, CDFU, Cordova Harbormaster's Office, and the Cordova Solid Waste Management Division. In particular, we would like to extend our gratitude to both the Harbor Department and the Refuse Department for their efforts to be accommodating to this program. The Cordova Web Recycling Program is intended to be a self-sustaining operation, and yet it cannot exist without the time and effort each one of us puts into it. Our city government has a lot on its plate, and the fact that city employees are willing to take the time to cooperate with non-government entities to make this happen speaks volumes about their commitment to the stewardship of our home. We salute all of you, and hope that the next three years and hundred thousand pounds go just as well.

As our 2012 fishing season progresses, The Copper River Watershed Project is hoping to try to give back just some of the goodwill we have received while managing this program. We have started an email mailing list for increased communication between the organizations involved in the process, we are working to increase monitoring of the net containers, including the new open-topped one we were able to purchase with the returns from the program, and will be increasing our public relations efforts to ensure current information about recycling containers and their locations are readily available.

If anyone has any questions about web recycling, please direct them to The Copper River Watershed Project, attn. Thomasina Andersen, Operations Manager.

Thank you very much for your time and continued support.

Thomasina Andersen

P.O. Box 1560, Cordova, AK 99574

tel 907.424.3334

web www.copperriver.org

Board of Directors

Molly Mulvaney, President, Cordova
Gloria Stickwan, Vice Pres., Tazlina
Tamara Hamby, Treasurer, Glennallen

Brad Reynolds, Secretary, Cordova
C.D. McCurry, Kenny Lake
Pamela Moe, Cordova

Denny Patnode, Gakona
Beth Poole, Cordova

Memorandum

To: City Council
From: Sam Greenwood, City Planner
Date: 6/29/2012
Re: Ground Snow Load Increase

PART I. BACKGROUND:

The Planning and Zoning commissioners requested a review of the current ground snow load for Cordova.

4/10/2012 P&Z meeting information was provided about ground snow load, how it was calculated and determined. At this meeting it was decided that in order to determine if the snow load needed to be increased that an analysis of the snow pack data for Cordova needed to be done.

5/8/2012 Steve Witsoe (Hoots) the City's current avalanche expert provided snow pack information for the commission. At this meeting the Planning and Zoning Commission decided to increase the ground snow load to 150 pounds per square foot. P&Z also provided a resolution to City Council asking for support of this increase.

5/14/2012 the information provided by Steve Witsoe and the resolution from P&Z were presented to City Council. The resolution was accepted by Council.

PART II. GENERAL INFORMATION:

The ordinance to increase the snow load has been reviewed by legal and is before you at this time.

PART III. SUGGESTED MOTION:

"I move to adopt Ordinance 1095."

**CITY OF CORDOVA, ALASKA
ORDINANCE 1095**

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

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

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

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

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

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

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

16.15.2305(d) - Snow loads.

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

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

ADDED LANGUAGE UNDERLINED/ DELETED LANGUAGE STRICKEN THROUGH

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

1st reading: June 20, 2012

2nd reading and public hearing: July 5, 2012

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

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

ADDED LANGUAGE UNDERLINED/ DELETED LANGUAGE STRICKEN THROUGH

Pending agenda:

Capital Priorities List Meeting – **September 2012, December 2012**

2 vacancies on Parks and Recreation Commission to be filled at July 18 regular meeting – advertising now for letters of interest

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, VACANCY, Darrel Olsen, Larue Barnes, VACANCY, Valerie Covell, David Roemhildt, Dan Logan, Nancy Bird, and Cathy Sherman

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

Public Services Building Design Committee: David Reggiani - Chairman, Chief Bob (Griffiths), Martin Moe, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer

E-911 Committee: Chief Bob Griffiths – Chairman, Bret Bradford, Gray Graham, Dick Groff, Mike Hicks (and/or Paul Trumblee), David Allison, George Covell

Calendars: 3 months' of calendars are attached hereto

July 2012; August 2012; September 2012

July 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 Fourth of July City Hall Offices Closed 7:30 reg mtg LMR	5 6:45 HSB LMR 7:15 pub hrg LMR 7:30 reg mtg LMR	6	7
8	9	10 P&Z Commission Mtg 7pm CH	11 Sch Bd 7pm HSL Hrbr Cms 7pm CH	12	13	14
15	16	17	18 7:30 reg mtg LMR	19	20	21
22	23	24	25	26	27	28
29	30	31				Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib

August 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Confer- ence Room LMR—Library Meeting Room HSL—High Sch Lib			1 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	2	3	4
5	6	7	8 Sch Bd 7pm HSL Hrbr Cms 7pm CH	9	10	11
12	13	14 P&Z Commission Mtg 7pm CH	15 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31 2012 1st half prop taxes due	Location Legend CH—City Hall Confer- ence Room LMR—Library Meeting Room HSL—High Sch Lib

September 2012

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