

Mayor

James Kacsh

Council Members

Kristin Carpenter

Tim Joyce

Tom Bailer

Robert Beedle

Josh Hallquist

David Reggiani

James Burton

City Manager

Randy Robertson

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

summer vacation

**REGULAR COUNCIL MEETING
AUGUST 5, 2015 @ 7:00 PM
LIBRARY MEETING ROOM**

AGENDA

A. CALL TO ORDER

**B. INVOCATION AND PLEDGE
OF ALLEGIANCE**

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

C. ROLL CALL

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



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

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers

a. **Jackie Schaeffer**, WH Pacific Inc., Chugach Regional Energy Plan..... (page 1)

b. **Clay Koplin**, Cordova Electric, Crater Lake update

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)

a. CCMC Financial – May 2015 P&L..... (page 8)

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

4. Resolution 08-15-34..... (page 9)

A resolution of the city council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Yukon Equipment for one Wittke 2001 pre-owned 40-yard front loader refuse truck and amending the FY15 refuse enterprise fund budget to fund the purchase

5. Resolution 08-15-35..... (page 12)

A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into an agreement with Appraisal Company of Alaska for tax year 2016 assessment services in the amount of Twenty thousand dollars (\$20,000)

6. Resolution 08-15-36..... (page 21)

A resolution of the City Council of the City of Cordova, Alaska adopting and certifying the new official zoning map for Cordova, Alaska

7. Resolution 08-15-37..... (page 25)

A resolution of the City Council of the City of Cordova, Alaska authorizing an appropriation from the general fund reserve in the amount of \$21,400 for the update of Cordova Municipal Code Titles 16, 17, and 18

8. Council's right to protest Liquor License transfer of location..... (page 28)

9. Proclamation of Appreciation for *Kelsey Appleton*..... (page 37)

- 10. Record unexcused absence for Council member **Joyce** from the July 15, 2015 Regular Council meeting
- 11. Record excused absence for Council member **Reggiani** from the July 15, 2015 Regular Council meeting

H. APPROVAL OF MINUTES

- 12. 03-12-15 Special Meeting Minutes..... (page 38)
- 13. 04-20-15 Special Meeting Minutes..... (page 39)
- 14. 06-25-15 Special Meeting Minutes..... (page 40)
- 15. 07-15-15 Regular Meeting Minutes..... (page 41)

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS

- 16. Mayor’s Report
- 17. Manager’s Report
 - a. Cordova Center report – including financials..... (page 45)
- 18. City Clerk’s Report..... (page 48)

K. CORRESPONDENCE

- 19. J. Reynolds email concerning breakwater fill lot 07-08-15..... (page 49)
- 20. DNR letter to Mayor re Tidelands conveyance 07-08-15..... (page 50)
- 21. ASLN, D. Kurz letter regarding equipment needs 07-14-15..... (page 52)
- 22. M. Little email concerning quorum and telephonic attendance of Council 07-15-15..... (page 53)
- 23. M. Bishop email concerning breakwater fill lot 07-29-15..... (page 54)

L. ORDINANCES AND RESOLUTIONS

M. UNFINISHED BUSINESS

- 24. Decision regarding CCMC hospital management..... (voice vote)(page 55)

N. NEW & MISCELLANEOUS BUSINESS

- 25. Pending Agenda, Calendar, Elected & Appointed Officials lists..... (page 74)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

- 26. Council Comments

Q. EXECUTIVE SESSION

R. ADJOURNMENT

Pink Salmon Seining PWS 2015

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



Chugach Regional Energy Plan

“Regional Energy Planning is a way for Alaskans to determine their energy priorities and formulate a concrete, implementable, fundable energy plan. The plans should address energy needed for electricity, heating and transportation. Each energy region can craft a specific action plan to ensure a less expensive, more reliable, efficient and sustainable energy future.” - Alaska Energy Authority

■ Goals of Plan:

The overall goal of the regional energy plan is to develop a detailed and cohesive document that presents a sustainable energy strategy that can reduce energy costs in the region. The planning team will work closely with the Prince William Sound Economic Development District and regional stakeholders to develop additional goals and objectives that will help to create a framework for energy development in the region.

■ Organization:

This plan contains the following chapters:

1. Introduction – an overview of the regional energy vision, energy issues and goals, methodology, and organization of plan.
2. Regional Background – presenting the physical, demographics, economy and energy use characteristics of the region.
3. Regional Resources – a detailed look at the energy resources of the Bering Strait region.
4. Community Summaries – a closer look at the sixteen occupied Bering Strait communities, their current energy production structure, energy resources and potential energy-related projects.
5. Implementation Plan – project tables, partners, funding sources and timelines.

■ Timeline:

In January 2015, Prince William Sound Economic Development District hired WHPacific, along with Information Insights to assist with the development of an energy plan that provides a direction for future energy projects with the goal of reducing energy costs while remaining a sustainable resource. WHPacific and Information Insights have worked on most the regional energy plans in the state.

The State of Alaska Energy Authority’s requirements are as follows:

Phase I: Create Stakeholder Advisory Group (SAG), create working draft of energy plan, and locate regional energy resources.

Phase II: SAG meetings, community outreach and input, create project and immediate, short, medium and long-term goals and priorities, gain community buy-in.

Phase III: Technical and economic analysis of potential projects, financial models and options, project vetting.



Community Profile: Cordova



Alaska Native Name (definition)

Eyak, "Beach"

Historical Setting / Cultural Resources

The area has historically been home to the Alutiiq and migrating Athabascan and Tlingit Natives who called themselves Eyaks. Orca Inlet was originally named "Puerto Cordoba" in 1790. By 1887 two canneries were operating in the Odiak Slough area. By the 1920s, Cordova became known as the Razor Clam Capital of the World. One of the first producing oilfields in Alaska was discovered at Katalla, 47 miles southeast of Cordova, in 1902. The town of Cordova was named in 1906 by Michael Heney, builder of the Copper River and Northwestern Railroad. Cordova became the railroad terminus and ocean shipping port for copper ore from the Kennecott Mine up the Copper River. The Bonanza-Kennecott Mines operated until 1938 and yielded over \$200 million in copper, silver, and gold. The Katalla oil field produced until 1933, when it was destroyed by fire.

Local Contacts		Email	Phone	Fax
City of Cordova		cityclerk@cityofcordova.net	907-424-6200	907-424-6000
The Eyak Corporation			907-424-7161	907-424-5161
Native Village of Eyak		reyna@eyak-nsn.gov	907-424-7738	907-424-7739
Demographics		2000	2010	2013
Population		2,454	2,239	Percent of Residents Employed 87.92%
Median Age		37	42	Denali Commission Distressed Community No
Avg. Household Size		3	3	Percent Alaska Native/American Indian (2010) 8.84%
Median Household Income		N/A	\$96,875	Low and Moderate Income (LMI) Percent (201x) 35.9%
Electric Utility		Generation Sources		Interties
Cordova Electric Cooperative, Inc.		Hydropower, Diesel		No
Landfill		Class	Class II	Permitted?
				Yes
Water/Wastewater System		Homes Served		System Volume
Water		Surface Water		2,700
Sewer		Pump/Piped		10,000,000
Notes		No		
Access		Runway 1		Runway 2
Road		No		8,000'x3,000'
Air Access		Municipal Airport, gravel, fair condition; water		Runway 3
		Merle K (Mudhole) Smith, asphalt, good; gravel		7,500'x150'
Dock/Port		Yes		Runway 4
				1,899'x30'
Notes		Barge Access?		Ferry Service?
		Yes		Yes

Incorporation Home Rule City, 1909

Location

Cordova is located at the southeastern end of Prince William Sound in the Gulf of Alaska. The community was built on Orca Inlet at the base of Eyak Mountain. It lies 52 air miles southeast of Valdez and 150 miles southeast of Anchorage.

Longitude -145.7575 **Latitude** 60.5428

ANCSA Region Chugach Alaska Corporation

Borough/CA Valdez-Cordova

School District Cordova City School District

AEA Region Copper River/Chugach

Taxes	Type (rate)	Per-Capita Revenue
Sales, 6%		\$2,220

Economy

Cordova has a significant Eyak Athabascan population with an active village council. Fishing became the economic base in the early 1940s. Commercial fishing and subsistence are central to the community's culture.

Climate	Avg. Temp.	Climate Zone	Heating Deg. Days
	63/17	Maritime	8,611

Natural Hazard Plan

Local Hazards Mitigation Plan

Community Plans	Year
City of Cordova 2008 Comprehensive Plan	2008

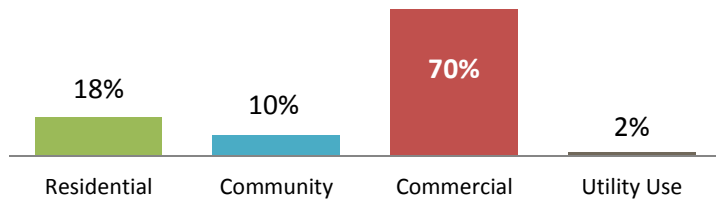
Energy Profile: Cordova

Diesel Power System

Utility	Cordova Electric Cooperative		
Engine	Make/Model	Condition/Hrs	Gen Capacity
Unit 1	EMD	Fair; 116,065	2,500
Unit 2	Fbks. Morse	Fair; 73,704	2,403
Unit 3	Caterpillar	Fair; 32,120	1,125
Unit 4	Caterpillar	Good; 36,209	1,125
Unit 5	EMD	Good; 5,188	3,700
Line Loss	7.1%		
Heat Recovery?	Yes; Organic Rankine Cycle		
Upgrades	Priority	Projects	Status
RPSU Powerhouse	High		
RPSU Distribution	Low		
Outage History/Known Issues			

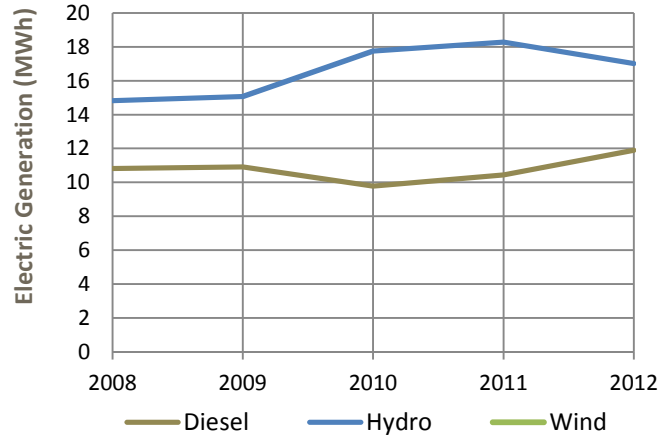
Operators	No. of Operators	Training/Certifications	
	1	Hydro	
Maintenance Planning (RPSU)		Excellent	
Electric Sales	No. of Customers	kWh/year	kWh/Customer
Residential	772	4,801,576	6,220
Community	59	2,626,612	44,519
Commercial	810	18,351,377	22,656
Utility Use		469,603	

Electric Sales by Customer Type (kWh/year)



Annual Power Production

Diesel (kWh)	10,797,853	Avg. Load (kW)	2,475
Wind (kWh)	0	Peak Load (kW)	5,501
Hydro (kWh)	17,453,931	Diesel Efficiency	13.1
Total (kWh)	28,251,784	Diesel Used (gals)	821,640



Electric Rates (\$/kWh)		Cost per kWh Sold (\$/kWh)	
Rate with PCE	\$0.25	Fuel Cost	\$0.12
Residential	\$0.39	Non-fuel Cost	\$0.18
Commercial		Total Cost	\$0.30
Fuel Prices (\$)	Utility/Wholesale	Retail	Month/Year
Fuel Oil (1 gal)	\$3.66	\$4.62	6-13; 8-14
Other Fuel? (1 gal)			
Gasoline (1 gal)		\$5.03	3-13
Propane (100#)		\$118.57	8-14
Wood (1 cord)			
Pellets			
Discounts?			

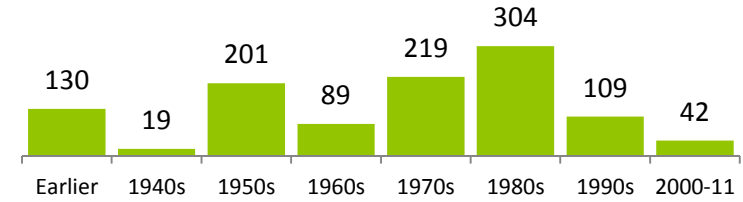
Alternative Energy	Potential	Projects (status)	Notes
Hydroelectric	High	Humpback Creek (operational), Crater Lake Feasibility/Design (recommended for funding)	
Wind Diesel	Medium		
Biomass	Medium	Community Biomass (feasibility), Wood Processing Plant (completed)	
Solar	Low		
Geothermal	Low		
Oil and Gas	Low		
Coal	Low		
Emerging Tech	Not Rated		
Heat Recovery	High	ORC Heat Recovery (operational)	City water tank potential load
Energy Efficiency	High		

Bulk Fuel	Purchasing	Deliveries/Year	Gallons/Delivery	Vendor(s)
Tank Owner	Fuel Type(s)	Capacity	Age/Condition	
	By Barge			
	By Air			
Bulk Fuel Upgrade	Priority	Project	Status	Notes

Energy Profile: Cordova

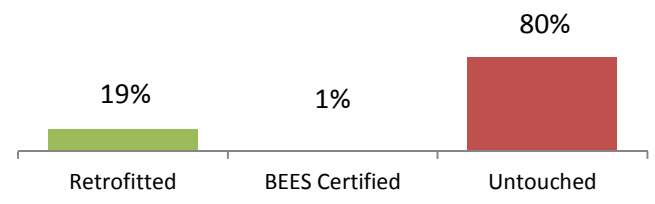
Housing Units	Occupied	Vacant	% Owner-Occup.
	832	281	78%
Housing Need		Overcrowded	1-star
		3.6%	10.4%
Data Quality	High		

Age of Housing Stock



Regional Housing Authority		Weatherization Service Provider	
North Pacific Rim		North Pacific Rim	
Energy Use	Average Home Energy Rating	Average Square Feet	Avg. EUI (kBtu/sf)
	2 star plus	1,866	125

Energy Efficient Housing Stock



Street Lighting	Owner	Number/Type	Retrofitted?	Year	Notes
EECBG Retrofit		113	Yes		\$24,000 annual savings

Non-residential Building Inventory

Building Name or Location	Year Built	Square Feet	Audited?	Retrofits Done?	In ARIS?
Airport Sand Storage		8,750			Yes
ARFF Bldg.		5,456			Yes
Community Medical Center	1986	53,700	Yes (AHFC-C)	Not Known	Yes
Cordova Bunkhouse		2,876			Yes
Cordova Headquarters		3,920			Yes
Cordova Jr/Sr High School	1966	54,221	Yes (AHFC-C)	Not Known	Yes
Cordova Labor Hall		6,232			Yes
Cordova Warehouse					Yes
Eyak Lake A/P SRE Bldg.		2,400			Yes
Maintenance Shop		5,536			Yes
Mt. Eccles Elementary		46,009			Yes
Shoreside/Alaska Marine Lines Bldg			Yes (ACEA)	Not Known	No
SREB Bldg.		2,852			Yes

ENERGY OPPORTUNITIES		
Energy Opportunity	Potential	Projects
Existing Systems EE Upgrades	■	■
Interties	■	■
Wind	■	■
Energy Efficiency (EE) programs	■	■
Heat Recovery	■	■
Hydroelectric	■	■
Solar	■	■
Biomass	■	■
Hydrokinetic	■	■
Geothermal	■	■
Natural Gas	■	■
Coal	■	■
Emerging Technologies	■	■
Waste to Heat	■	■

PRIORITY ENERGY ACTIONS		
Timeframe	Project Name	Funding Source
Immediate 0-1 year	■	■
	■	■
	■	■
	■	■
	■	■
Short 1-5 years	■	■
	■	■
	■	■
	■	■
	■	■
	■	■
	■	■
Medium 5-10 years	■	■
	■	■
	■	■
Long >10 years	■	■



Chugach Regional Energy Plan

COMMENT FORM



Community involvement and input is vital to the success of this Regional Energy Plan. Your input and comments will be greatly appreciated. Please provide your comments below:

ENERGY EFFICIENCY~SOLAR~BIOMASS~WIND~HYDROELECTRIC~EMERGING TECHNOLOGY~FUEL
STORAGE~MAINTENANCE~FUNDING~COMMUNICATION~EDUCATION~TRANSPORTATION

ENERGY PLAN COMMENTS:

07/10/15

Cordova Community Medical Center

Page:1

18:15

Profit & Loss Statement

Application Code : GL

User Login Name:tvvarndoe

Comparison with Prior Year

Through May 2015

Description	Period Amount	Year-To-Date Amount	Prior Yr Pd. Amount	Prior YTD Amount
REVENUE				
Acute	88,058.15	174,225.37	88,830.02	292,288.40
Swing Bed	116,797.76	452,490.52	74,167.15	466,877.46
Long Term Care	350,215.43	1,714,831.44	268,289.84	1,549,566.66
Clinic	65,681.24	303,561.24	68,485.02	314,471.80
Outpatients-Other	239,520.51	900,326.70	233,127.12	1,198,673.85
Behavioral Health	76,147.06	228,122.22	22,810.00	91,727.00

Patient Services Total	936,420.15	3,773,557.49	755,709.15	3,913,605.17
DEDUCTIONS				
Charity	126,898.00	177,342.77	5,871.88	224,647.36
Contractual Adjustments	10,604.78	457,521.96	70,146.18	17,601.71
Bad Debt	-66,221.27	51,772.14	38,612.74	182,992.88

Deductions Total	71,281.51	686,636.87	114,630.80	425,241.95
COST RECOVERIES				
Grants	300.00	114,025.00	17,928.00	126,613.00
In-Kind Contributions	461,184.38	625,831.02	23,152.12	115,760.60
Other Revenue	-4,217.90	40,764.92	13,478.76	57,367.40

Cost Recoveries Total	457,266.48	780,620.94	54,558.88	299,741.00

TOTAL REVENUES	1,322,405.12	3,867,541.56	695,637.23	3,788,104.22
EXPENSES				
Wages	276,717.81	1,282,197.22	285,129.12	1,584,062.98
Taxes & Benefits	516,328.17	995,154.88	54,576.15	713,782.89
Professional Services	288,216.64	997,285.73	124,569.79	612,184.35
Minor Equipment	412.01	5,102.29	1,843.87	9,523.90
Supplies	42,002.07	172,633.53	49,893.28	242,445.46
Repairs & Maintenance	5,123.43	16,347.95	2,967.28	12,644.81
Rents & Leases	7,637.66	40,526.38	19,111.10	50,220.55
Utilities	39,026.10	240,331.18	29,896.64	155,331.74
Travel & Training	1,016.40	3,136.08	8,825.21	26,513.69
Insurances	11,157.00	71,054.41	-625.00	17,517.41
Recruit & Relocate	3,147.59	28,817.52	9,749.96	51,529.52
Depreciation	19,880.68	79,626.69	114,041.10	114,041.10
Other Expenses	4,578.66	44,574.31	3,233.70	35,511.44

TOTAL EXPENSES	1,215,244.22	3,976,788.17	703,212.20	3,625,309.84

OPERATING INCOME	107,160.90	-109,246.61	-7,574.97	162,794.38

Restricted Contributions	12.00	694.00	0.00	2,091.00

NET INCOME	107,172.90	-108,552.61	-7,574.97	164,885.38
=====				

**CITY OF CORDOVA, ALASKA
RESOLUTION 08-15-34**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE SOURCE
CONTRACT WITH YUKON EQUIPMENT FOR ONE WITTKE 2001 PRE-OWNED 40-
YARD FRONT LOADER REFUSE TRUCK AND AMENDING THE FY15 REFUSE
ENTERPRISE FUND BUDGET TO FUND THE PURCHASE**

WHEREAS, the City owns and maintains a 1997 Mack Front Loader Dumpster Truck (blue); and

WHEREAS, this Mack has logged over 21,000 miles and over 90,000 hours and requires more frequent and costly maintenance and with its extensive exterior and interior body rust and problematic transmission has been “showing its age” which causes safety concerns; and

WHEREAS, City Shop staff has shopped the Alaskan used vehicle market over the last year and has discovered this “hard to find” refuse disposal vehicle; and

WHEREAS, City Mechanic Chris Bolin has conducted an extensive on-site technical inspection of this vehicle and found it to be in very good condition, with good maintenance records, with new front tires and 3 new batteries for the advertised price; and

WHEREAS, the City Manager has determined that the Wittke 2001 40-Yard Front Loader Refuse Truck Unit supplied by Yukon Equipment is available only from this one vendor; and

WHEREAS, the FY15 Refuse Enterprise Fund is amended to authorize the transfer from line # 705-901-57360 Refuse Depreciation Reserve of \$36,444.16 to line # 505-400-55000 Refuse-other equipment.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes the City Manager to enter into a sole source contract with Yukon Equipment, Inc., Wasilla, for this quoted Wittke 2001 Refuse Truck in a cash sale amount of \$40,980 to be obtained by August 30, 2015.

BE IT FURTHER RESOLVED THAT the City Council of the City of Cordova, Alaska also authorizes amendment to the FY15 Refuse Enterprise Fund in order to fund the purchase of this vehicle.

PASSED AND APPROVED THIS 5th DAY OF AUGUST, 2015

James Kacsh, Mayor


ATTEST:

Susan Bourgeois, CMC, City Clerk

City of Cordova
Fiscal Note

Date: 07/29/2015

Agenda Date: 08/03/2015

Amount: \$40,980.00	Subject: Purchase Pre-Owned 2001 Wittke 40 Yard Front Loader Dumpster Refuse Truck
Fiscal Impact: Yes	
Budgeted: No	Resolution/Ordinance # 08-15-34
From Account#: 70590157360	Depreciation Reserve \$36,444.16
To Account#: 505-400-55000	Refuse – Other Equipment
Prepared by: R. Rogers 	

Expenditures	FY 2015	FY 2016	FY 2017
Contractual			
Supplies			
Equipment	\$40,980.00		
Travel			
Land/Structure			
Grants			
	FY 2015	FY 2016	FY 2017
Revenue			
Funding Source	FY 2015	FY 2016	FY 2017
Depreciation Reserve	\$36,444.16		
Refuse – Other Equipment	\$ 4,535.84		

Additional Information

Per Yukon Equipment quote dated 6/29/15 valid through 7/30/15, Unit #U14106 including Peterbuilt chassis and Wittke refuse body, including new front tires and 3 new batteries installed at cost.



Serving Alaska since 1945
www.yukoneq.com

Anchorage
2020 East 3rd Ave.
Anchorage, AK 99501
(907) 277-1541

Fairbanks
3511 International St.
Fairbanks, AK 99701
(907) 457-1541

Wasilla
450 E. Railroad Ave.
Wasilla, AK 99654
(907) 376-1541

Quote Date: 7/30/15 // 6/29/15
Prepared By: Jim Lackey
Direct Line: (907) 376-1541
Cell: (907) 841-9999
Email: jamesl@yukoneq.com

QUOTE FOR: City of Cordova
CONTACT: Bill Howard/Chris Bolin
PHONE: 907-424-6335
EMAIL: ccshop@cityofcordova.net

QUOTATION

QUOTE VALID THROUGH
8/30/2015

Municipal Pre Owned 2001 Wittke 40yd Front Loader Refuse Truck

- Peterbilt 320 Chassis
- Caterpillar C-10 Engine
- Allison Trans
- 48,495 miles
- 40yd capacity, 28yd box/12yd hopper

Peterbilt chassis s/n 1NP-ZLTOX-2-2D7173774
Wittke refuse body s/n WFL40YD01519

Your Cost, As Is \$38,890.00
FOB Wasilla

- Truck comes with adequate but used front tires, if new were requested they could be installed for \$880.00 each which is our cost
- Batteries should be replaced for reliability, 3 are required at 109.88 ea which is also our cost, No charge to install
- Unit # U14106, Subject to availability, No warranty expressed or implied

Total with new tires and batteries \$40,980.00

Accepted: _____ Date: _____

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: July 17, 2015
TO: Mayor and City Council
SUBJECT: Resolution 08-15-35

Appraisal Company of Alaska has asked us to renew a one year contract for City Assessing Services. The Assessor contract for 2015 was in the amount of \$16,000. See the attached letter from Mike Renfro requesting the increase to \$20,000 for 2016. Appraisal Company has been the City Assessor since 1988. Mike Renfro and his crew of Assessors are easy to work with and have extensive knowledge of Cordova's property files. Recently they have employed a Cordovan which makes work here much less expensive and gives the Clerk's office a local contact who is attentive to our needs and often answers questions within a day or less. The Clerk's office would recommend continuing the City's relationship with Appraisal Company of Alaska.

Recommended motion: Move to approve Resolution 08-15-35

Required vote: Majority voice vote or majority roll call vote on the consent calendar

Appraisal Company of Alaska LLC

3940 ARCTIC BOULEVARD, SUITE 103
ANCHORAGE, ALASKA 99503
office@appraisalalaska.com
EIN#26-2071908

July 16, 2015

Susan Bourgeois, City Clerk
City of Cordova
P.O. Box 1210
Cordova, AK 99574

RE: 2016 Assessments

Dear Susan:

Attached is the proposal contract for assessment services for 2016. I have asked for additional funds for the 2016 tax year (\$4000.00).

The reason for the additional funding is due to additional work required for 2016.

We are going to raise the overall assessed values again for the 3rd straight year. Our 2015 assessed ratio was 76.6%. The assessments averaged 23.4% below the sale prices of properties in Cordova.

If we bring up assessed value 15% to be in line with the state guidelines of 90% to 110% of the sale prices I would anticipate a high number of appeals.

Also we will undertake additional research to determine what segments of the market are increasing or decreasing. In the past we have treated the entire city as one marketing area. There may be some areas that are increasing at a greater rate than others. Because there are more sales than last year we will be better able to analyze the market.

If you have any additional questions please email or call.



Michael C. Renfro
Contract Assessor
Appraisal Company of Alaska, LLC

**CITY OF CORDOVA, ALASKA
RESOLUTION 08-15-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
APPRAISAL COMPANY OF ALASKA FOR TAX YEAR 2016 ASSESSMENT SERVICES
IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000)**

WHEREAS, the City of Cordova is required by the Cordova Municipal Code to perform annual property assessment; and

WHEREAS, the City Clerk has identified Appraisal Company of Alaska as the company most compatible with the needs of the City.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes the City Manager to enter into an agreement, attached as Exhibit "A", with Appraisal Company of Alaska for tax year 2016 assessment services in the amount of Twenty Thousand dollars (\$20,000).

PASSED AND APPROVED THIS 5th DAY OF AUGUST, 2015

Jim Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

PROPOSAL FOR
CONTACT ASSESSOR
CITY OF CORDOVA
TAX YEAR 2016



CITY OF CORDOVA, ALASKA

TAX YEAR 2016

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is between the CITY OF CORDOVA, ALASKA, and APPRAISAL COMPANY OF ALASKA ("Contractor"), effective on the 1st day of September 2015.

THIS AGREEMENT is for professional tax assessment services for the City of Cordova. Contractor's primary contact person under this agreement is Michael C. Renfro. Contractor's primary contact person may not be changed without the written consent of the City.

ARTICLE 1. SUMMARY OF SERVICES

1.1 The scope of work to be performed hereunder is more completely described in Appendix A which is incorporated herein by reference.

ARTICLE 2. COMPENSATION

2.1 Compensation shall be paid in accordance with the Basis of Compensation Schedule attached hereto as Appendix B and incorporated herein by reference.

ARTICLE 3. PERIOD OF PERFORMANCE

3.1 The Contractor agrees to commence work under this agreement only as authorized by and in accordance with written or oral notice to proceed and to complete the work in accordance with Scope of Work (Appendix A) and such time schedules as directed by the City of Cordova.

3.2 The period of performance under this agreement shall be tax assessment work for the City of Cordova for the 2016 tax year and shall end upon completion of the board of Equalization hearings and appeals in year 2016.

3.3 This contract may be carried over with the written agreement of both parties.

3.4 Termination: Either party may terminate this Agreement for substantial failure of the other party to perform its obligations hereunder only after having first provided written notice of the alleged failure to perform to the non-performing party and given the non-performing party, fifteen (15) days within which to either remedy said non-performance or if the non-performance cannot be cured within fifteen (15) days, commence and proceed with diligence to cure the non-performance. In the event of such termination, the Assessor will be paid for all services rendered to the date of termination, less any damages incurred by the City as a result of the Assessor's non-performance.

Exhibit A

ARTICLE 4. SUBCONTRACTORS

4.1 The Contractor shall perform all services required under this agreement except as may be performed by its subcontractors. Subcontractors can only be used with the express prior written permission of the City of Cordova, which retains the right to approve or reject subcontractors and the use thereof. All subcontractors shall be required to comply with insurance requirements identified in Article 5 below.

ARTICLE 5. INSURANCE

5.1 The following minimum limits of insurance coverage are required:

<u>Type insurance</u>	<u>Limits of Liability</u>	
	<u>Each Occurrence</u>	<u>Aggregate</u>
Workmen's Compensation (for states In which employees are engaged)	\$1,000,000	\$1,000,000
Employer's General Liability	\$500,000	\$1,000,000
Comprehensive General Liability	\$2,000,000	\$4,000,000
Comprehensive Automobile Liability	\$500,000	\$1,000,000

ARTICLE 6. APPENDICES

6.1 The following appendices are attached to this agreement and incorporated herein:

- Appendix A Scope of Work
- Appendix B Basis of Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement on the 1st day of September 2015.

CONTRACTOR:

APPRAISAL COMPANY OF ALASKA

CITY OF CORDOVA, ALASKA



By: _____
Michael C. Renfro
Partner

By: _____
Randy Robertson
City Manager

Exhibit A

APPENDIX A

SCOPE OF WORK

The Contractor shall:

1. Establish the full and true value of all taxable real property located within the City of Cordova to be assessed In the name of the person by whom it is owned on the first day of January, for the tax year of the contract.
2. Provide current assessments with new photographs and valuations for all new buildings constructed and assess all changes on existing properties.
3. Create and/or revalue in full detail as needed a property card for each parcel showing size, dimensions, construction materials, and other pertinent data as well as a minimum of one exterior photograph.
4. Provide updates to the assessment roll to the City Clerk's office no later than February 1, 2016.
5. Represent the City of Cordova at Board of Equalization hearings.
6. Conduct a sales ratio analysis (ratio between assessed values and sales prices) to determine the level of assessment.
7. Keep the City Administration informed of sales ratio analyses or other information which may cause the assessor to make changes to local assessments that would raise or lower assessments greater than 5% in any one year.
8. Be accessible to City of Cordova staff throughout the term of the contract for consultation.
9. After completion of the Board of Equalization hearings, assist the City Clerk in certifying the final assessment roll.
10. Title information and/or legal opinions, if required, will be furnished by the City of Cordova.
11. The assessor is to be allowed to remove the property record cards from the City for a period not to exceed 60 days for computations and any additional time to be at the discretion of the City.

Exhibit A

APPENDIX B

BASIS OF COMPENSATION

Compensation and Terms of Payment

2016 revaluation	\$20,000
------------------	----------

Contract assessor to also represent the City of Cordova at the annual Board of Equalization (BOE). The assessor's fee for representation at the BOE is included in the contract amount.

Part 3 - Property Taxation

Table 13
2014 CONTRACT ASSESSMENT COSTS

These costs are strictly for services provided by the assessment contractor. Municipal staff time has **not** been included.

Municipality	Contractor	Contract Amount	# Real Property Parcels	Per Parcel Amount	Scope of Work	Notices Mailed	BOE Meeting Date	Property Tax Due Date
Bristol Bay Borough	Appraisal Co. of Alaska	\$21,000	945	\$22.22	Update (Real & Pers)	15-Mar	24-Apr	2-Sep
Cordova	Appraisal Co. of Alaska	\$16,000	1,230	\$13.01	Update (Real)	7-Mar	21-Apr	31-Aug
Craig	Horan & Company	\$75,000	585	\$128.21	Reappraisal (Real)	1-Apr	15-May	30-Sep
Dillingham	Alaska Assessment Assistance	\$22,950	826	\$27.78	Update (Real & Pers)	15-Mar	14-May	3-Nov
Haines Borough	Alaska Assessment Assistance	\$25,000	2,586	\$9.67	Consultation	7-Apr	28-May	1-Sep
Nenana	Appraisal Co. of Alaska	\$7,500	1,112	\$6.74	Update (Real)	27-Feb	16-May	1-Sep
Nome	Appraisal Co. of Alaska	\$20,000	2,043	\$9.79	Reappraisal (Real)	28-Mar	7-May	15-Jul
North Slope Boro.	Appraisal Co. of Alaska	\$300,000	5,362	\$55.95	Reappraisal & Update (Real & Pers)	1-Mar	1-Apr	30-Jun
Pelican	Canary & Associates	\$1,000	124	\$8.06	Update (Real)	15-Mar	22-May	15-Oct
Petersburg Borough	Appraisal Co. of Alaska	\$70,000	3,034	\$23.07	Reappraisal (Real)	1-Mar	2-Apr	30-Sep
Muni. of Skagway	Horan & Company	\$25,000	795	\$31.45	Reappraisal	1-Apr	27-May	31-Aug
Unalaska	Appraisal Co. of Alaska	\$38,000	624	\$60.90	Update (Real)	31-Mar	31-Mar	20-Aug
Valdez	Appraisal Co. of Alaska	\$62,500	2,502	\$24.98	Update (Real)	28-Feb	5-May	15-Aug
Whittier	Appraisal Co. of Alaska	\$12,000	596	\$20.13	Update (Real)	16-Apr	20-May	31-Oct
Wrangell (Cty & Bor)	Appraisal Co. of Alaska	\$45,000	2,020	\$22.28	Update (Real)	20-Mar	5-May	15-Aug
Yakutat (Cty & Bor)	Appraisal Co. of Alaska	\$12,000	489	\$24.54	Update (Real)	28-Feb	1-May	31-Aug

from Alaska Taxable - Office of the State Assessor, 2014

Memorandum

To: City Council
From: Planning Staff
Date: 7/29/15
Re: Resolution 08-15-36 – Adopt and Certify New Official Zoning Map

PART I – GENERAL INFORMATION

The Official Zoning Map in the Clerk’s Office is the final authority on zoning. The current Official Zoning Map for Cordova was adopted by the Planning Commission and City Council in 1999. Since 1999 there have been several changes to zoning and property lines. The 1999 map also did not show the Unrestricted District or the City’s Boundaries. It has become dated and was created using software the City no longer uses.

The new Official Zoning Map is an update of the 1999 map which depicts changes that have occurred since 1999 and displays the Unrestricted District, Avalanche Overlay District, and the City’s boundaries. It uses the City’s GIS software, which will be useful for electronic reproductions and makes it easier for staff to accurately depict zoning districts.

The new map does not change any zoning district boundaries or designations. Adoption of the new Official Zoning Map does not follow the same procedure as a zone change. If the City Council desires to change any zoning, that should be done after the adoption of the new Official Zoning Map.

The existing Official Zoning Map and a draft of the new Official Zoning Map are available prior to the meeting in the Library Meeting Room or online at the link below. On the right-hand navigation bar under “Packet Supplements” click on “DRAFT 2015 Zoning Map” or “Cordova Official Zoning Map.” These are large documents that will take time to download.

<http://www.cityofcordova.net/government/boards-commissions/planning-zoning-commission>

Improvements to the New Official Zoning Map:

- Aerial imagery is used to help observers orient themselves on the map.
- All three zone changes since 1999 are now depicted.
- The Old City Boundary from 1972 and Current City Boundary from 1993 are now depicted.
- The Unrestricted District is now depicted. This zone generally contains everything outside the 1972 Old City Boundary. On southern edge within the Old City Boundary, several slivers of much larger parcels are considered Unrestricted.
- The Avalanche Overlay District at Five Mile Loop is now depicted.
- All subdivisions and replats of property within the City are now depicted.
- Economic Development Zone has been removed as it is not a codified zoning district; the area is now depicted as unzoned.

The Zoning Map has been adopted by the Planning Commission by Resolution 15-10 (attached). It is now before City Council for adoption and certification.

PART II – BACKGROUND

5/12/99 – The Planning Commission passed Resolution 99-01, adopting a new Official Zoning Map.

6/16/99 – City Council passed Resolution 06-99-46, adopting and certifying the new Official Zoning Map.

2/1/06 – City Council passed Ordinance 983 which rezoned ASLS 88-55, ASLS 77-30, ASLS 79-260 to RR3 Rural Residential District (Alpine Properties Subdivision).

9/5/09 – City Council passed Ordinance 1054 which rezoned Lots 15, 16, 17, 18; Block 14; Original Townsite Public Lands and Institutions District (Elementary School reconstruction).

6/16/10 – City Council passed Ordinance 1066 which zoned a portion of ATS 1004 Waterfront Industrial District (north of Ocean Dock Subdivision).

7/14/15 – The Planning Commission adopted the New Official Zoning Map with Resolution 15-10.

PART III – APPLICABLE CODE

18.12.040 - Map—Designated.

A. The use districts are bounded and defined as shown on a map entitled "Zoning Map of the City of Cordova," a certified copy of which is on file in the office of the city clerk and which, with all explanatory matter thereon, is made a part of this title.

18.12.050 - Map—Changes.

A. No changes of any nature shall be made in the official zoning map or matter shown thereon except in conformity with the procedures set forth in this title. Any unauthorized change of whatever kind by any person or persons shall be considered a violation of this title and punishable as provided under Chapter 18.80

B. Regardless of the existence of purported copies of the official zoning map which may from time to time be made or published, the official zoning map which shall be located in the office of the city clerk shall be the final authority as the current zoning status of land and water areas, buildings and other structures in the city.

18.12.060 - Map—Replacement.

In the event that the official zoning map becomes damaged, destroyed or difficult to interpret because of the nature or number of changes and additions, the city planning commission may by resolution adopt a new official zoning map which shall supersede the prior official zoning map. The new official zoning map may correct drafting or other errors or omissions in the prior official zoning map, but no such correction shall have the effect of amending the original zoning ordinance or any subsequent amendment thereof. The new official zoning map shall be identified by the signature of the mayor attested by the city clerk, and bearing the seal of the city under the following words: "This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted (date of adoption of map being replaced) as part of the Cordova City Code of the City of Cordova, Alaska."

PART IV – SUGGESTED MOTION

"I move to approve Resolution 08-15-36."

**CITY OF CORDOVA, ALASKA
RESOLUTION 08-15-36**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
ADOPTING AND CERTIFYING THE NEW OFFICIAL ZONING MAP FOR CORDOVA,
ALASKA**

WHEREAS, Section 18.12.040 of the Cordova Municipal Code states that a certified copy of the Zoning Map is on file in the office of the City Clerk; and

WHEREAS, the Planning Commission, by Resolution 15-10, adopted a new Official Zoning Map; and

WHEREAS, the Planning Commission by Resolution 15-10, requested that the City Council certify through formal action the new Official Zoning Map; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cordova, Alaska, hereby adopts the new Official Zoning Map for the City of Cordova; and

BE IT FURTHER RESOLVED that the City Council of the City of Cordova, Alaska hereby authorizes the Mayor and City Clerk to certify the map as the Official Zoning Map for the City of Cordova to be maintained in the office of the City Clerk.

PASSED AND APPROVED THIS 5th DAY OF AUGUST, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 15-10**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,
ALASKA ADOPTING A NEW OFFICIAL ZONING MAP**

WHEREAS, Section 18.12.050 of the Cordova Municipal Code states, “the Official Zoning Map... shall be the final authority as the current zoning status of land and water areas, buildings and other structures in the city;” and

WHEREAS, Section 18.12.060 of the Cordova Municipal Code states, “the City Planning Commission may by resolution adopt a new Official Zoning Map which shall supersede the prior Official Zoning Map;” and

WHEREAS, the prior Official Zoning Map was adopted in 1999 and has become difficult to interpret due to changes in zoning boundaries, subdivisions and replats of property, and age; and

WHEREAS, the prior Official Zoning Map does not depict the Unrestricted District, Avalanche Overlay District, or the City boundaries; and

WHEREAS, the new Official Zoning Map depicts the Unrestricted District, Avalanche Overlay District, City boundaries, and zoning amendments contained in Ordinances 983, 1054, and 1066; and

WHEREAS, the new Official Zoning Map does not have the effect of amending the original zoning ordinance or any subsequent amendment thereof.

NOW, THEREFORE BE IT RESOLVED that the Planning Commission of the City of Cordova, Alaska hereby adopts a new Official Zoning Map of the City of Cordova; and


BE IT FURTHER RESOLVED that the Planning Commission requests that the City Council certify through formal action the new Official Zoning Map of the City of Cordova.

PASSED AND APPROVED THIS 14TH DAY OF JULY, 2015.



John Greenwood, Chair

ATTEST:



Samantha Greenwood, City Planner

Memorandum

To: City Council
From: Planning staff and City Manager
Date: 7/24/2015
Re: Code revision request

PART I – BACKGROUND

4/3/2015 Cost estimate and summary of services provided by Holly Wells for code updates for Titles 16, 17 & 18

4/10/2015 P&Z meeting resolution presented and discussion of the potential cost estimates

5/6/2015 City Council meeting reviews resolution during P&Z member report direct staff to have P&Z justify need for code revision and for a resolution and budget amendment

6/04/2015 P&Z meeting need for code revision documented per City Council request

7/15/2015 City Council Meeting, City council directed the city manager to bring forward a resolution amending the budget and a fiscal note to appropriate the \$21,400 to update City Code chapters 16, 17 and 18

PART II – INFORMATION

Below is the scope of work outlined by the lawyer. Note a meeting with Planning and Zoning or City Council where Holly is here, in-person would be extra.

“.....the cost would include an initial discussion with you regarding the preferred revisions and general intent and direction of the City, a draft ordinance amending or repealing/reenacting the Code, a memorandum to Council explaining the proposed revisions, one to two additional meetings with you and Leif and no more than two additional revisions of the ordinance and the accompanying memorandum, and telephonic participation in the Council meeting proposing the ordinance.”

Below is the summary of need for code updates from 6/4/2015 P&Z meeting as requested by City Council

General:

- There has been a substantial amount of time by the commission and staff already invested in the code revision for these chapters. These edits can be provided to the lawyer
- Would provide the future building inspector/code enforcement with a solid and clear code to enforce
- The quote of \$21,400 is a good deal
- These codes have not been updated in at least 30 years

Chapter 16 building codes

- Not in compliance with State law with adoption of the 2009 IBC code – mechanical, plumbing, electrical
- The State does not adopt a residential code; if we want to adopt IRC needs to be done in city code
- Amendments to Uniform building code need to be updated -16.20-45 to current code sections

Chapter 17 subdivision

- Needs short plat & re-plats sections
- Need to require access so plat cannot create “island lots”.

Chapter 18 Zoning

- Permitted Uses are outdated – for example- Truck gardening, rooming house, curb line to measure yards.
- Exception, variance and appeals and nonconforming section needs review and updating for clarity and strict interpretation as written

As directed by City Council at the July 15, 2015 meeting attached is a resolution identifying the funding for the code updates.

PART III – SUGGESTED MOTION

“I move to approve Resolution 08-15-37”

**CITY OF CORDOVA, ALASKA
RESOLUTION 08-15-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA AUTHORIZING AN APPROPRIATION FROM THE GENERAL FUND
RESERVE IN THE AMOUNT OF \$21,400 FOR THE UPDATE OF CORDOVA
MUNICIPAL CODE TITLES 16, 17, AND 18**

WHEREAS, The City Council of the City of Cordova, Alaska has adopted the City Operating Budget and appropriated funds for FY15 for the period of January 1, 2015 to December 31, 2015; and

WHEREAS, the Planning Commission has expressed a need to update Cordova Municipal Code Titles 16, 17 and 18; and

WHEREAS, this total amount will not exceed \$21,400.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Cordova, Alaska, that it does authorize an appropriation from the general fund reserve in the amount of \$21,400 for the update of Cordova Municipal Code Titles 16, 17 and 18.

PASSED AND APPROVED THIS 5th DAY OF AUGUST, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: July 30, 2015

TO: Mayor & City Council

SUBJECT: Liquor License Transfer of Location

The Clerk's office has received notification that the following local establishment has applied for a change of location for their liquor license with the State Alcoholic Beverage Control Board. Police Chief Hicks and Finance Director Jon Stavig have been advised and will weigh in at the meeting if either have a concern with the business. The Clerk's office opines as follows: at this time Anchor Bar & Liquor Store are current on property taxes. Per the Alcohol Beverage Control Board's letter, Council can protest the change of location within 60 days of the date of the letter (July 29) which would require action by September 27, 2015.

License: # 62 Anchor Liquor Store – package store

Suggested motion: move to waive Council's right to protest the location change of this liquor license.

Required Action: Majority voice vote or majority roll call vote of the consent calendar.



THE STATE
of **ALASKA**

GOVERNOR BILL WALKER

Department of Commerce, Community,
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

550 W 7th Avenue, Ste. 1600
Anchorage, Alaska 99501
Main: 907.269.0350
TDD: 907.465.5437
Fax: 907.334.2285

July 29, 2015

City of Cordova
Attn: Susan Bourgeois, City Clerk
VIA Email: cityclerk@cityofcordova.net

Tiny Wings, Inc.; Package Store License #62 DBA Anchor Liquor Store

- ☐ New Application ☐ Transfer of Ownership ☒ Transfer of Location
- ☐ Restaurant Designation Permit ☐ DBA Name Change

We have received an application for the above listed licenses (see attached application documents) within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

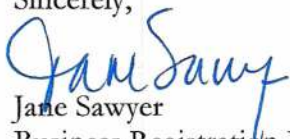
Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



Jane Sawyer
Business Registration Examiner

907-269-0359

Jane.sawyer@alaska.gov

State of Alaska Alcoholic Beverage Control Board

Date of Notice: July 29, 2015

Application Type: **NEW**_____

☒ **TRANSFER**
 _____Ownership
☒ Location
 _____Name Change

Governing Body: **City of Cordova**
 Community Councils: None

License #: 62
 License Type: Package Store
 D.B.A.: Anchor Liquor Store
 Licensee/Applicant: Tiny Wings, Inc.
 Physical Location: 207 Breakwater Avenue, Cordova, AK 99574
 Mail Address: PO Box 1429, Cordova, AK 99574
 Telephone #: 907-424-7100
 EIN: 45-5607254

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
Tiny Wings, Inc.	PO Box 1429 Cordova, AK 99574	907-253-7100	01/03/2012 Alaska	Yes

Please note: the Members/Officers/Directors/Shareholders (principals) listed below are the principal members. There may be additional members that we are not aware of because they are not primary members. We have listed all principal members and those who hold at least 10% shares.

Member/Officer/Director:	DOB	Address	Phone	Title/Shares (%)
Eli J. Johnson President	03/26/1976	1564 SW Apperson Street McMinnville, OR 97128	971-241-4886	25%
Brooke C. Johnson Secretary	11/19/1978	PO Box 1429 Cordova, AK 99574	907-424-7022	25%
Benjamin D. Johnson Director	7/17/1982	PO Box 263 Cordova, AK 99574	907-253-3344	25%
Harry R. Harlow Shareholder	03/13/1976	6042 Seaview Ave NW #303 Seattle, WA 98107		25%

If **transfer** application, current license information:

License #: 62
 Current D.B.A.: Anchor Liquor Store
 Current Licensee: Tiny Wings, Inc.
 Current Location: 201 Breakwater Avenue #2-3, Cordova

Additional comments: ***This is a transfer of location only (same owner and dba)***

A local governing body as defined under AS 04.21.080(11) may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the board **and** the applicant with a clear and concise written statement of reasons in support of a protest within 60 days of receipt of this notice. If a protest is filed, the board will not approve the application unless it finds that the protest is "arbitrary, capricious and unreasonable". Instead, in accordance with AS 04.11.510(b), the board will notify the applicant that the application is denied for reasons stated in the protest. The applicant is entitled to an informal conference with either the director or the board and, if not satisfied by the informal conference, is entitled to a formal hearing in accordance with AS 44.62.330-44.62-630. **IF THE APPLICANT REQUESTS A HEARING, THE LOCAL GOVERNING BODY MUST ASSIST IN OR UNDERTAKE THE DEFENSE OF ITS PROTEST.**

Under AS 04.11.420(a), the board may not issue a license or permit for premises in a municipality where a zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages, unless a variance of the regulation or ordinance has been approved. Under AS 04.11.420(b) municipalities must inform the board of zoning regulations or ordinances which prohibit the sale or consumption of alcoholic beverages. If a municipal zoning regulation or ordinance prohibits the sale or consumption of alcoholic beverages at the proposed premises and no variance of the regulation or ordinance has been approved, please notify us and provide a certified copy of the regulation or ordinance if you have not previously done so.

Protest under AS 04.11.480 and the prohibition of sale or consumption of alcoholic beverages as required by zoning regulation or ordinance under AS 04.11.420(a) are two separate and distinct subjects. Please bear that in mind in responding to this notice.

AS 04.21.010(d), if applicable, requires the municipality to provide written notice to the appropriate community council(s).

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,


Jane Sawyer
Business Registration Examiner
907-269-0359
Jane.sawyer@alaska.gov

Alcoholic Beverage Control Board
550 West 7th Ave. Suite 1600
Anchorage, AK 99501

Transfer Liquor License

(907) 269-0350
Fax: (907) 334-2285
<http://commerce.alaska.gov/dnn/abc/Home.aspx>

License is: ☒ Full Year OR ☐ Seasonal List Dates of Operation: _____

SECTION A - LICENSE INFORMATION			FEES
License Year: 2015	License Type: Package Store	Statute Reference Sec. 04.11. 150	Filing Fee: \$100.00
License #: 62			Rest. Desig. Permit Fee: (\$50.00) \$
Local Governing Body: (City, Borough or Unorganized) Cordova, AK	Community Council Name(s) & Mailing Address: City of Cordova P.O. Box 1210 Cordova, AK 99574		Fingerprint: \$ (\$49.75 per person)
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): Tim Wings, Inc.	Doing Business As (Business Name): Anchor Liquor Store	Business Telephone Number: 907-424-7100	TOTAL 100.00
Mailing Address: PO Box 1429	Street Address or Location of Premises: 201 Breakwater Ave #2+3 Cordova, AK 99574	Email Address: Brookee Graphice.com	
City, State, Zip: Cordova AK 99574			
Is any shareholder related to the current owner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "yes" please state the relationship: no owner changes			
SECTION B - TRANSFER INFORMATION			
<input checked="" type="checkbox"/> Regular Transfer <input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application. Real or personal property conveyed with this transfer must be described. Provide security interest documents. <input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.		Name and Mailing Address of CURRENT Licensee: Anchor Liquor Store PO Box 1429 Cordova AK 99574	
		Business Name (dba) BEFORE transfer: Anchor Liquor Store	
		Street Address or Location BEFORE transfer: 201 Breakwater Ave #2+3 Cordova AK 99574	
SECTION C - PREMISES TO BE LICENSED			
Distance to closest school grounds: over 1000ft	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.	
Distance to closest church: over 1000ft	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.	
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input checked="" type="checkbox"/> Not applicable	
		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	

Alcoholic Beverage Control Board
550 West 7th Ave. Suite 1600
Anchorage, AK 99501

Transfer Liquor License

(907) 269-0350
Fax: (907) 334-2285
<http://commerce.alaska.gov/dnn/abc>

SECTION D - LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

☐ Yes ☒ No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

☐ Yes ☒ No If Yes, attach written explanation.

SECTION E - OWNERSHIP INFORMATION - CORPORATION

Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): <u>Tiny Wings Inc</u>		Telephone Number: <u>907-253-7100</u>	Fax Number: <u>—</u>
Corporate Mailing Address: <u>PO Box 1429</u>	City: <u>Cordova</u>	State: <u>AK</u>	Zip Code: <u>99574</u>
Name, Mailing Address and Telephone Number of Registered Agent: <u>Brooke Johnson</u> <u>PO Box 1429 Cordova AK 99574</u>		Date of Incorporation OR Certification with DCED: <u>11/1/12</u>	State of Incorporation: <u>AK</u>

Is the Entity in "Good Standing" with the Alaska Division of Corporations? ☒ Yes ☐ No
If no, attach written explanation. Your entity *must* be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Eli Johnson	President	25	1564 Apperson St Akronville OR 97128	971-241-4886	3/26/36
Benjamin Johnson	Director	25	PO Box 263 Cordova AK 99574	907-253-3344	7/17/82
Brooke Johnson	Secretary	25	PO Box 1429 Cordova AK 99574	907-424-7022	11/19/78
Harry Harlow	Shareholder	25	6042 Seaview Ave #303 Seattle WA 98107	—	3/13/76

Transfer Liquor License

NOTE: If you need additional space, please attach a separate sheet.

SECTION F - OWNERSHIP INFORMATION - SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/> Date of Birth:

Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Current Licensee(s) Signature <i>[Signature]</i>	Signature of Transferee(s) Signature <i>[Signature]</i>
Signature <i>[Signature]</i>	Signature <i>[Signature]</i>
Name & Title (Please Print) <i>Brooke C Johnson</i>	Name & Title (Please Print) <i>Brooke C Johnson</i>
Subscribed and sworn to before me this <i>13</i> day of <i>July</i> , 2015.	Subscribed and sworn to before me this <i>13</i> day of <i>July</i> , 2015.
Notary Public in and for the State of Alaska <i>Shannon L. Mallory</i>	Notary Public in and for the State of Alaska <i>Shannon L. Mallory</i>
My commission expires: <i>03-26-2019</i>	My commission expires: <i>03-26-2019</i>



STATE OF ALASKA
ALCOHOL BEVERAGE CONTROL BOARD
Licensed Premises Diagram

INSTRUCTIONS: Draw a detailed floor plan of your present or proposed licensed premises on the graph below; show all entrances and exits, and all fixtures such as tables, booths, games, counters, bars, coolers, stages, etc.

DBA: Anchor Liquor Store

PREMISES LOCATION: 207 Breakwater Ave

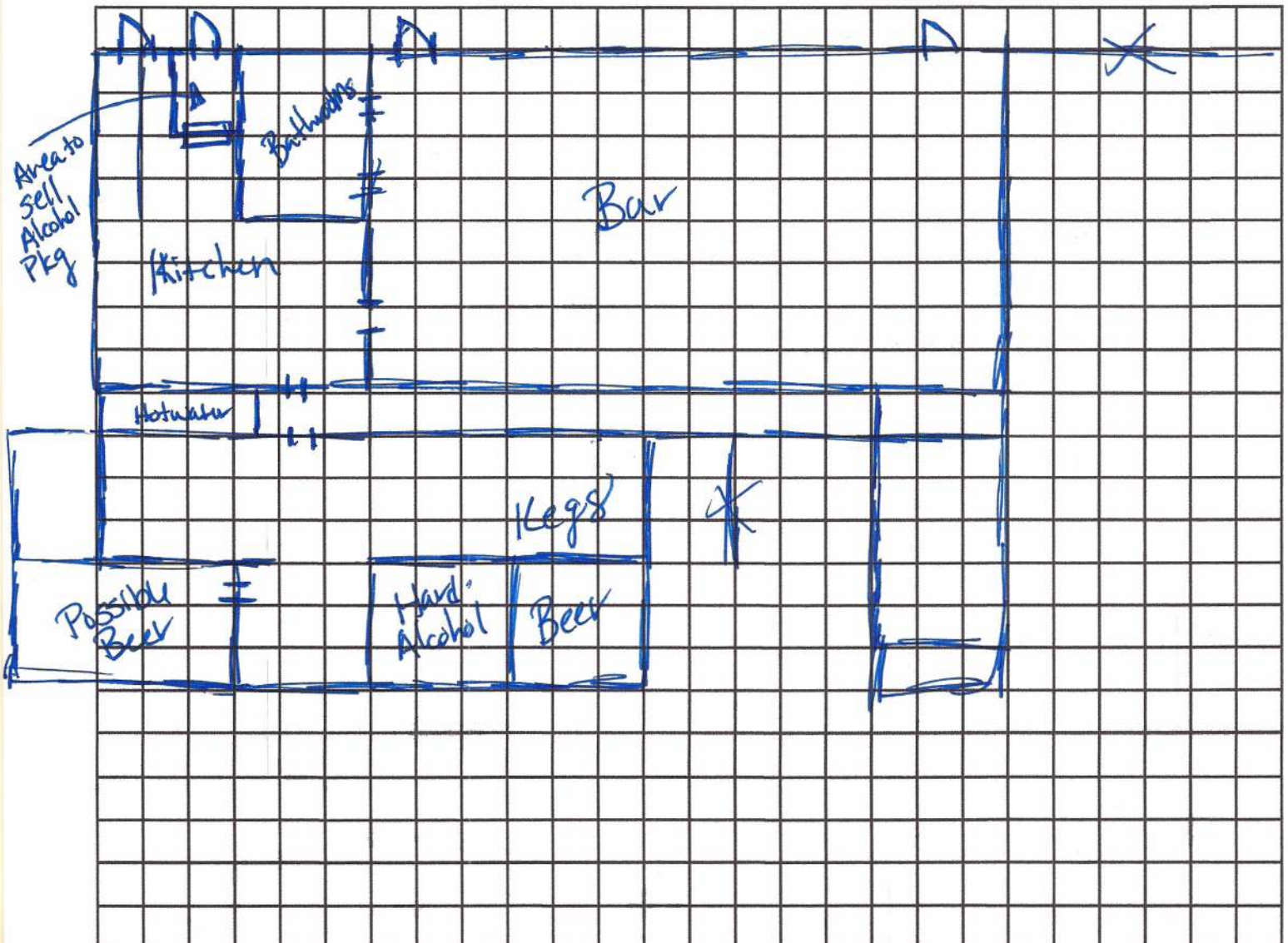
Indicate scale by x after appropriate statement or show length and width of premises.

SCALE A: X 1 SQ. = 4 FT. SCALE B: _____ 1 SQ. = 1 FT.

Length and width of premises in feet: 30' x 80'

Outline the area to be designated for sale, service, storage, and consumption of alcoholic beverages in red.

DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.



CITY OF CORDOVA, ALASKA

PROCLAMATION

PROCLAMATION OF APPRECIATION TO KELSEY APPLETON

I, **Mayor James Kacsh**, do hereby issue this Proclamation of Appreciation to **Kelsey Appleton** for her valuable contributions to the citizens of Cordova

WHEREAS, Kelsey Appleton was born and raised in Cordova, Alaska and has only lived away from Cordova during her college years spent earning a degree at the University of Alaska, Anchorage; and

WHEREAS, Kelsey Appleton loves her hometown and alongside other young Cordovans has exhibited a serious commitment to help lead this community into the future; and

WHEREAS, Kelsey Appleton is a Chamber of Commerce board member who is driven to get the most from her peers, ever striving to encourage and lead others to participate in community events such as the Ice Worm Festival, the Cordova Old Time Downtown Fourth of July Celebration and “Let’s Talk, Cordova”; and

WHEREAS, Kelsey Appleton does not ever say no, is an exceptional volunteer and can be counted upon to tackle enormous assignments as well as mundane tasks; and

WHEREAS, Kelsey Appleton serves as an excellent example to the youth of Cordova proving hard work, dedication and community involvement can lead to success, prosperity and happiness both professionally and personally.

NOW, THEREFORE BE, IT PROCLAIMED that the Mayor, the City Council members and citizens of Cordova do hereby express their sincere appreciation to **Kelsey Appleton** for the selfless devotion of her time and effort while serving all Cordovans, for regularly exhibiting her kind-hearted spirit and for invariably greeting people with her signature bright eyes and contagious smile.

SIGNED THIS 5th DAY OF AUGUST, 2015

James Kacsh, Mayor

**CITY COUNCIL SPECIAL MEETING
MARCH 12, 2015 @ 12:00 PM
CITY HALL MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Special Meeting to order at 12:00 pm on March 12, 2015 in the Library Meeting Room.

B. ROLL CALL

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

C. APPROVAL OF AGENDA

M/Joyce S/Burton to approve the agenda.

Vote on motion: 6 yeas, 0 nays, 1 absent (Carpenter). Motion passes.

D. DISCLOSURES OF CONFLICTS OF INTEREST - none

E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Audience Comments regarding agenda item - none

F. NEW BUSINESS

2. Resolution 03-15-15 Certification of the official results of the March 3, 2015 City of Cordova General Election

M/Reggiani S/Joyce to approve Resolution 03-15-15 Certification of the official results of the March 3, 2015 City of Cordova General Election.

Vote on motion: 6 yeas, 0 nays, 1 absent (Carpenter). Motion passes.

3. Swearing in of elected Council members and School Board members - *Mayor Kacsh* to swear in victorious Council members and School Board Members

Mayor Kacsh performed the swearing in of *Josh Hallquist* to Council Seat E and *Bret Bradford* to the School Board. The other two winners (*Robert Beedle* – Council Seat D and *Pete Hoepfner* – School Board) were not present and would be sworn in before their first meetings by either the City Clerk or the Mayor.

G. AUDIENCE COMMENTS -none

H. COUNCIL COMMENTS

Bradford thanked Council for the work over the years – he said being on Council was a great experience.

Joyce thanked *Bradford* and *Hoover* for their time on Council.

Reggiani echoed those comments and thanked the outgoing Council members he also welcome *Hallquist* to Council.

I. ADJOURNMENT

M/Bailer S/Burton to adjourn.

Hearing no objection, the meeting was adjourned at 12:16 pm

Approved: August 5, 2015

Attest: _____
Susan Bourgeois, City Clerk

**CITY COUNCIL SPECIAL MEETING
APRIL 20, 2015 IMMEDIATELY FOLLOWING
THE 7:00 PM BOE HEARING
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Special Meeting to order at 9:29 pm on April 20, 2015 in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristen Carpenter, Tim Joyce, Tom Bailer, Robert Beedle* and *David Reggiani*. Council members *Josh Hallquist* and *James Burton* were absent. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

C. APPROVAL OF AGENDA

M/Reggiani S/Joyce to approve the agenda.

Vote on motion: 5 yeas, 0 nays, 2 absent (Hallquist and Burton). Motion passes.

D. DISCLOSURES OF CONFLICTS OF INTEREST - none

E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Audience Comments regarding agenda item - none

F. NEW BUSINESS

2. Resolution 04-15-22 a resolution of the City Council of the City of Cordova, Alaska, amending Resolution 04-15-19 to increase the maximum true interest cost of the general obligation Cordova Center bonds from three percent to four percent

M/Joyce S/Carpenter to approve Resolution 04-15-22 a resolution of the City Council of the City of Cordova, Alaska, amending Resolution 04-15-19 to increase the maximum true interest cost of the general obligation Cordova Center bonds from three percent to four percent.

Vote on motion: 5 yeas, 0 nays, 2 absent (Hallquist and Burton). Motion passes.

3. Council approval of Land Use Permit for mobile restaurant on a portion of the "Breakwater Fill Lot"

M/Joyce S/Bailer to approve the land use permit for a mobile restaurant on a portion of the breakwater fill lot.

Vote on motion: 5 yeas, 0 nays, 2 absent (Hallquist and Burton). Motion passes.

G. AUDIENCE COMMENTS -none

H. COUNCIL COMMENTS - none

I. ADJOURNMENT

M/Joyce S/Bailer to adjourn.

Hearing no objection, the meeting was adjourned at 9:46 pm

Approved: August 5, 2015

Attest: _____

**CITY COUNCIL SPECIAL MEETING
JUNE 25, 2015 @ 12:00 PM
CITY HALL CONFERENCE ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Special Meeting to order at 12:00 pm on June 25, 2015 in the City Hall Conference Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristen Carpenter, Tom Bailer, Josh Hallquist* and *David Reggiani*. Council members *Tim Joyce, Robert Beedle* and *James Burton* were absent. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

C. APPROVAL OF AGENDA

M/Bailer S/Hallquist to approve the agenda.

Vote on motion: 4 yeas, 0 nays, 3 absent (Joyce, Beedle, Burton). Motion passes.

D. DISCLOSURES OF CONFLICTS OF INTEREST - none

E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Audience Comments regarding agenda item - none

F. NEW BUSINESS

2. Council discussion of City Clerk applicants: possible decision regarding a contract offer
(may be discussed in executive session)

M/Reggiani S/Bailer to enter an executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government, specifically a possible contract offer.

Council member *Joyce* arrived via teleconference.

Vote on motion: 5 yeas, 0 nays, 3 absent (Beedle, Burton). Motion passes.

Council entered the executive session at 12:02 pm and reconvened the special meeting at 12:19 pm.

G. AUDIENCE PARTICIPATION -none

H. COUNCIL COMMENTS - none

I. EXECUTIVE SESSION

see above

J. ADJOURNMENT

M/Bailer S/Reggiani to adjourn.

Hearing no objection, the meeting was adjourned at 12:20 pm

Approved: August 5, 2015

Attest: _____
Susan Bourgeois, CMC, City Clerk

**CITY COUNCIL REGULAR MEETING
JULY 15, 2015 @ 7:00 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Regular Meeting to order at 7:05 pm on July 15, 2015, in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

Present for roll call were *Mayor Kacsh* and Council members *Kristin Carpenter*, *Tom Bailer*, *Robert Beedle* and *Josh Hallquist*. Council member *James Burton* arrived via teleconference at 7:40 pm. Council members *Tim Joyce* and *Dave Reggiani* were absent. Also present was City Clerk *Susan Bourgeois*.

D. APPROVAL OF REGULAR AGENDA

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

Vote on motion: 4 yeas, 0 nays, 3 absent. Motion was approved.

E. DISCLOSURES OF CONFLICTS OF INTEREST - none

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speaker

2. Audience comments regarding agenda items

Mary Anne Bishop of 700 Fourth Street representing the PWS Audubon society, spoke in favor of agenda item 36, she hoped Council would vote to rescind the decision from the June 17 meeting.

Tom McGann of Bluff Trail, spoke in support of agenda item 25. He was in favor of Council direction to the City Manager to pursue the Code updates.

Carol Hoover wanted to address the comment period for drilling in Icy Bay – *Mayor Kacsh* asked that she speak at the end of the meeting as this portion of public comment is on **tonight's** agenda items, **later** she could address any item she wanted to speak to Council about.

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

Bailer said that P&Z met – he deferred to City Planner *Greenwood* who reported that FEMA flood maps were reviewed and those will come to City Council and P & Z has recommended an updated zoning map which will be coming to Council as well. *Mayor Kacsh* then introduced the new School District Superintendent, *Alex Russin* who said he has lived in Alaska for over 20 years and he is coming to Cordova from Western Alaska, on the Yukon River. He said he is here tonight to learn and listen. *Mayor Kacsh* and Council welcomed him.

G. APPROVAL OF CONSENT CALENDAR

Mayor Kacsh informed Council that the Consent Calendar was before them

4. Resolution 07-15-33 a resolution of the City Council of the City of Cordova, Alaska, establishing local government contribution of National Forest Receipts for the Cordova Public School District for the school fiscal year ending June 30, 2016

5. Record unexcused absence for Council member *Joyce* from the July 01, 2015 Regular Council meeting

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

H. APPROVAL OF MINUTES

M/Bailer S/Hallquist to approve the minutes.

6. 06-17-15 Regular Meeting Minutes

7. 07-01-15 Public Hearing Minutes

8. 07-01-15 Regular Meeting Minutes

9. 07-01 & 02-15 Special Meeting Minutes

Vote on motion: 4 yeas, 0 nays, 3 absent. Motion was approved.

I. CONSIDERATION OF BIDS - none

J. REPORTS OF OFFICERS

10. Mayor's Report – **Mayor Kacsh** said he had nothing to report except that he has been answering questions from the public about things happening around town.

11. Manager's Report – **Robertson** was not present, however, **Jon Stavig** was sitting in for **Robertson** and said that QHR representatives would be in town next week and if any Council members are interested in meeting with them, he could set that up. All of Council will have a work session with them on Wednesday July 22.

a. Cordova Center update report – including financials

Weston Bennett said that as far as schedule goes, 49 of the windows are replaced, 1 was shipped incorrectly (the wrong size) and should be shortly. Museum flooring on 7/28 – site civil work should begin on 7/27 or so – move-in date looking like end of August or beginning of September. Pay request 7 has been processed and mailed out, request 8 is being reviewed at this time. Submittals are current and RFI's are all closed at this point. **Sherman** was also present and offered an update on the Capital Campaign, she said that at this time we are up to \$423,276.

12. City Clerk's Report – **Bourgeois** said she has been spending time researching code/ charter and Roberts Rules for agendas and meetings. She also said she has taken out the cemetery map as she has been updating that when she gets time between meetings.

K. CORRESPONDENCE

13. E. Clark email concerning breakwater fill lot 06-22-15

14. D. Little email concerning breakwater fill lot 06-22-15

15. K. Hoffman letter concerning PWSSC and breakwater fill lot 06-24-15

16. P. Brumbley email concerning breakwater fill lot 06-24-15

17. W. Ranney email concerning breakwater fill lot 06-24-15

18. A. Low email concerning plastic bags 07-01-15

19. M. Berry & W. Buscher letter concerning breakwater fill lot 07-06-15

20. S. Fritsch email concerning plastic bags 07-07-15

21. D. Sherman letter concerning breakwater fill lot 07-07-15

22. S. Fritsch email concerning breakwater fill lot 07-07-15

23. M. Bishop email concerning breakwater fill lot 07-07-15

24. C. Ward email concerning breakwater fill lot 07-07-15

25. C. Roesbery email concerning breakwater fill lot 07-07-15

26. A. Kleissler letter concerning breakwater fill lot 07-08-15

27. C. McKinstry email concerning breakwater fill lot 07-08-15

28. P. Oswalt letter concerning breakwater fill lot 07-08-15

29. K. Johnson letter concerning breakwater fill lot 07-08-15

30. B. Kopchak letter concerning breakwater fill lot 07-08-15

31. T. Bocci email concerning breakwater fill lot 07-08-15

32. M. Mulvaney & E. Manzer email concerning breakwater fill lot 07-08-15

33. R. Hoover email concerning breakwater fill lot 07-08-15

34. S. Lange email concerning breakwater fill lot 07-08-15

L. ORDINANCES AND RESOLUTIONS

M. UNFINISHED BUSINESS

35. Council direction to City Manager regarding Code updates for Titles 16, 17 & 18

M/Bailer S/Carpenter to direct the City Manager to bring back a resolution amending the budget and a fiscal note to appropriate the \$21,400 needed to update Cordova Municipal Code Titles 16, 17 and 18.

Bailer said he did not initially support this but he has changed his opinion on this. He said the Planning Department staff has recently taken on a lot more work within the Public Works department and they do not have the time to do the code updating. He said that **Tom McGann** is the go-to guy on the P&Z Commission regarding codes and he spoke earlier tonight in strong support for these updates. **Beedle** asked why an Attorney would be updating this Code vs. builders, contractors, etc. people who know this kind of Code. **Greenwood** replied that attorneys, especially **Holly Wells**, our City Attorney, is a municipal attorney, this is what her field of expertise is, in writing and interpreting Municipal Codes. **Hallquist** said initially he was not in favor of this because he was uncertain exactly what it was for and he thinks staff has done a good job explaining it and he will support this now.

Vote on motion: 4 yeas, 0 nays, 3 absent. Motion was approved.

36. Motion to rescind Council decision from June 17, 2015 Regular Meeting disposal of Breakwater Fill Lot *M/Carpenter S/Beedle* to rescind the motion that was approved at the June 17, 2015 meeting: to award the disposal to George and Carrie Daskalos of the Breakwater Fill lot.

Carpenter said some of the reasons as to why people think we should do this are not really relevant and she wanted to address those up front. The lot has to settle for two years (she said it has been almost two years so this isn't relevant); she said people claim the process hasn't been done correctly, no Harbor review, etc. she believes that while it would be great for Harbor review, she doesn't know that it would change the outcome. She said the process was followed – it may have seemed fast but the process was followed. *Carpenter* said what she is hearing most is people want more time and comment regarding how they want to see their waterfront developed. She said there aren't that many issues that we have considered where we have received this many letters, so that speaks volumes. *Beedle* said this is public land, Cordova's land, would be nice for more input from the community. *Beedle* said Council should be consistent. *Burton* joined the meeting via teleconference. *Beedle* said we should give the public their day – to say what they would like to see there. *Burton* said he would just as soon sidestep rescinding the motion but he wants to ensure that we have done nothing incorrectly. He wanted assurance that we followed every step that we were supposed to. *Mayor Kacsh* said he could speak to that now – the process was followed, whether you agree or disagree with the vote, the process was followed. *Bailer* called for the question. *Mayor Kacsh* asked, "Is there any objection to the question?" *Beedle* continued to speak. *Bailer* said, point of order, the question was called. *Beedle* said, ok, let's vote on the question then.

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

There was discussion as to whether the vote on the previous question needs a 2/3 vote. After a short recess, *Mayor Kacsh* said it doesn't matter what the required vote is on the previous question motion, he said he asked if there was an objection and there was (an objection by *Beedle*) therefore, he would allow debate to continue. *Beedle* said public input is important and it would be easier if it happened this way instead of the people using their rights as they did with the gas company land sale. It was more expensive that way – the people took it to a ballot issue.

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

N. NEW & MISCELLANEOUS BUSINESS

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

Next week there is a 6:30 work session with Quorum Health on Wednesday July 22. *Beedle* said he hasn't heard much about street addressing and E911 – he'd like an update on that. *Hallquist* asked where we are with disposal of this library/museum building. *Greenwood* said it is being worked on and will go through the normal procedures. *Carpenter* wondered the next step on the plastic bag issue. *Mayor Kacsh* said he is thinking of drafting an ordinance and letting Council decide from there what to do. He wants an action item before Council for Council to take up the discussion and decide which course to follow.

O. AUDIENCE PARTICIPATION

Mary Ann Bishop said she went to see the City Clerk this morning and she wanted to know what it meant about the vote because of the fact that the Harbor Commission was not consulted. She was under the impression that an attorney was going to be consulted but that was not clarified tonight. She was of the opinion that Council was not being consistent. She said *Robert (Beedle)* is right, it went to the ballot before and be on notice it might go to the ballot again. *Carol Hoover* wanted to bring to Council's attention to a proposed drilling exploration for oil & gas down by Controller Bay and Icy Bay. She said the comment period has been extended until August 3. She encourages all people to let DNR know how concerned we are. It is 3 million acres in the gulf of AK and on the Copper River Delta. EPC sent in a records request but at this stage of the game it is confidential, DNR won't divulge who is making the application. She said if anyone has questions EPC is getting as much information as possible. She said last time this occurred, town got involved to the point that it was dropped.

Jennifer Gibbens thanked everyone for their help on the Fourth of July – was a great turnout – about 500 people. Public comment is also open for AMHS winter ferry service and into late spring/ early summer 2016. She said it is so important to comment during this open period so they see we are paying attention. We should link it to the rest of AK's economy.

P. COUNCIL COMMENTS

38. Council Comments

Bailer said it was good to hear *Bitney's* update and makes us think about the future of State funding and we will have to really think about spending as State funding becomes less.

Beedle commented on the smell from Trident’s fish oil plant, he wondered if there was something broken or what. He agreed with **Bailer** on the oil prices and the State’s declining revenues. He’d love to see more emphasis on economic development.

Carpenter said the Copper River Wild Salmon festival is this weekend – she hopes everyone will come out and join the fun, live music, taste of Cordova is on Friday and Salmon runs on Saturday. Also she echoed what **Jennifer (Gibbens)** said about commenting to AMHS and she urged people to read up on and comment on the oil and gas drilling proposal.

Q. EXECUTIVE SESSION

R. ADJOURNMENT

M/Bailer S/Hallquist to adjourn. Hearing no objections the meeting was adjourned at 8:15 pm.

Approved: August 5, 2015

Attest: _____
Susan Bourgeois, CMC, City Clerk

DRAFT



29 July 2015

Cordova Center Progress Update

SCHEDULE

- Currently Lighting Install, Wood Trim, Museum Flooring, Decorative Railing, Auditorium Seating
- 5 August Start Site Civil Work
- 14 Sep First Furniture Delivery and Setup
- 21 Sep Move In
- 30 Sep-02 Oct Host State Conference

CONSTRUCTION

- See Weston's Weekly Construction Update (emailed out every Thursday)
- Pay Request #8 (June) Approved 1.2M
- Pay Request #9 (July) Estimated at 1M
- Submittals are current. 156 RFIs submitted (no open)
- Watch List: civil site progress, electric progress, balancing, final commissioning

CAPITAL CAMPAIGN

As of July 25, 2015

2014-15 Cordova Center Capital Campaign

Total Cash Donations received 2014 & 2015	\$ 318,451
<i>Individuals (150+)</i>	<i>135,764</i>
<i>Businesses & Corporations (29)</i>	<i>237,700</i>
<i>Non-profits/groups (9)</i>	<i>26,411</i>
Total Pledges (21) to receive by 9/30/2015	\$ 81,424
Total in-kind donations	\$ 24,000
TOTAL Pledges, Cash & in-kind Donations 2014-15	\$ 423,876

CORDOVA CENTER COMMITTEE

- Grand Opening Date has been selected and is set for Friday, November 6th. A 'save-the-date' postcard has been created by the committee and will be sent out by July 31.
- The Committee reviewed the draft fee schedule for the Cordova Center and will be preparing that document for City Council's review and adoption in the future. The Committee intends to start with a 6-month trial period; a review of rates and expectations and then a full year trial period followed by again a review of rates and expectations.



CITY OF CORDOVA

Office of City Manager

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

TO: City Council, Mayor
FROM: Randy Robertson, City Manager
DATE: July 30, 2015
RE: Cordova Center Phase II Financial Review

Mayor and Councilors:

Attached please find an updated Phase 2 financial review for the Cordova Center. The format is designed to provide greater details and clarity about the project as we near completion.

Construction progresses well and Dawson's leadership continues to reflect substantial completion by mid-to late August. Electrical work performed by a subcontractor has been a challenge but they appear to be closing the gap. A remaining concern is the installation of several plate glass room/activity dividers that are necessary to conduct air balancing for the facility commissioning efforts. Projections remain high the glass will soon be received and installed, but as an alternative plywood or a similar substance may be used.

Finances for the project's completion remain challenging, and are the focus of this paper. While the Capital Fund Campaign has been instrumental there are indications we may not meet the \$750k goal. Thus far approximately \$423k has been committed or donated. Additionally Harris Sand and Gravel plans to contribute over \$100k for "in kind" asphalt and gravel work. However, only one of the city's major fish processors has made a donation, and individual and corporate giving has not yet met anticipated levels. To date, \$7,985m has been paid to Dawson, with a remaining \$2,012m to reach their guaranteed maximum price.

On the revenue side, the only significant remaining funding stream will be the \$1.3m EVOS appropriation, which, according to state officials is due momentarily. Collectively when you add status of funds in the capital fund campaign, the Rasmuson Foundation grant, and EVOS, the Center's fund balance is approximately \$2,346m. Worse case, if there were no additional capital fund and matching Rasmuson contributions, the remaining balance as of this writing would be approximately \$636k. This would be the figure we would have to replace either if Council employed the General Fund reserve or the line of credit (LOC). Note if the LOC is used it would need to be restored by 31 December. Mr. Stavig advises there would be an impact in using the GF reserves, but manageable, especially since we've already taken several internal action to posture our abilities to do so.

The attached figures are to our best knowledge as of this week's meeting of the Cordova Committee. Please let me know if Mr. Stavig or I can provide any further info prior to Wednesday's meeting.

Respectfully,

Randy

Cordova Center Phase II Financial Review

Revenue Source	Revenue Balance 30 July 15	Revenue Best Case Scenario	CC Phase II Budget	Council Approved Appropriation 7-Jan-15	Revised Cordova Center Committee Budget	Expected Remaining Expenses
Capital Campaign	\$523,000	\$750,000	Administration	\$101,557	\$75,000	\$10,000
Rasmuson	\$523,000	\$750,000	Construction	\$9,997,277	\$9,997,277	\$2,012,000
EVOS	\$1,300,000	\$1,300,000	Project Management & Consultation	\$355,493	\$315,000	\$138,000
			Contingency	\$699,809	\$699,809	\$500,000
			FF&E	\$382,500	\$350,000	\$258,000
			Professional Services	\$55,000	\$20,000	\$0
			1% for Art	\$235,000	\$110,000	\$64,000
TOTAL:	\$2,346,000	\$2,800,000	TOTAL:			\$2,982,000
	(\$636,000)	(\$182,000)				



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

Phone: 907.424.6248
Fax: 907.424.6000
Cell: 907.253.6248
E-mail: cityclerk@cityofcordova.net

CITY CLERK'S REPORT TO COUNCIL

August 05, 2015 Regular Council Meeting

Date of Report: July 28-31, 2015

Things the Clerk's Office would like Council feedback on:

Please start thinking about the AML conference in Anchorage November 16-20; this was budgeted for 2 or 3 to attend; let me know as soon as possible if interested so I can book early

Things the Clerk's Office has been working on:

- Researched and answered a prospective business owner's questions regarding Code/zoning/City boundaries – with help of Assistant Planner
- Prepared agenda and packet for regular meeting on 08-05-15
- Completed APOC quarterly report as Employer of Lobbyist in coordination with John Bitney
- Deputy Clerk completed the 2015 report to the State Assessor, including the Senior Citizen report
- Deputy Clerk finished last advertising and collections for expiration of the redemption period for 2013 delinquencies – all property owners are now paid in full for 2013
- Received correspondence for packet inclusion and Council dissemination
- Worked on agenda item regarding Assessing Contract
- Catching up on minutes
- Submitted several ordinances and the charter change from the special election to Municode for codification – will appear soon in online Code
- Renewed several City vehicle registrations with assistance from Police Dispatch/ DMV employees
- Worked with Mayor, City Manager and City Planner to schedule upcoming guest speakers, assisted in advertising for community forum for tonight's guest speaker (Chugach Regional Energy Plan)
- Compiled information to write proclamation per Mayor's request, assisted by Cordova Times editor *Jennifer Gibbens*
- Prepared liquor license transfer agenda item
- Assisted with reports, resolutions and other agenda items, updated pending agenda, calendar, elected officials agenda item
- Worked on City cemetery map and spreadsheet, constantly editing, updating, organizing hoping to print new, clean copy
- Forwarded a records request regarding property tax data to Deputy Clerk

Susan Bourgeois

From: Julie Reynolds <alaskiejulie@gmail.com>
Sent: Wednesday, July 08, 2015 6:32 PM
To: Susan Bourgeois; Kristin Carpenter; Tim Joyce; Tom Bailer; Robert Beedle; Joshua Hallquist; David Reggiani; James Burton
Subject: Re: Breakwater lot sale

Dear City Council,

Thank you for hearing the comments and reading the letters of so many at last weeks City Council meeting regarding the breakwater fill lot. Thank you Kristin Carpenter for the motion to place on next week's agenda a discussion and vote whether or not to rescind the sale until more community input can be heard. I hope the Council will pass this motion and rescind the vote to lease/sell the lot to the Salty Steer proprietors for all the reasons I wrote in my earlier letter until the Fall when the fishing fleet has returned and our whole community can be involved in deciding how this lot will be used, whether public park, Science Center, new harbormaster or restaurant/hotel. I am out of town as, likely, will be my husband at the next meeting due to his fishing schedule. Please vote no to the lease/sale of this lot until after the fishing season.

Best,
Julie Reynolds
907-424-5141

On Tue, Jun 23, 2015 at 10:50 PM, Julie Reynolds <alaskiejulie@gmail.com> wrote:

Dear City Council,

I will be out of town for the next City Council meeting, so am writing an e-mail that I request each of you read in my absence.

It came as a great shock to me that the Breakwater lot at the Entrance to Cordova's harbor was recently approved for lease/sale to a food service wagon after being open for business for less than a month. As a devoted citizen of Cordova for almost 13 years, I had long thought the Prince William Sound Science Center was slated to occupy that lot and had, in fact, spent \$9,000 to provide the fill, creating more than just a breakwater enhancement, but a space to grow their organization. I understand that negotiations between the PWSSC and the City Council did not go well and that their \$300,000 bid was denied by City Council and hence withdrawn.

I am not against development of the property for other means, nor am I against the proprietors of the Salty Steer. But I am deeply in favor of the Science Center and believe that their asset to this community cannot be over-emphasized. From research to education, jobs to community service, they have been and will continue to be a boon for our economy. If negotiations went sour, please re-visit them. Please. For the salmon, for the herring, for the Sound, for the kids, for the Discovery Room, for the employment they provide. We need the Prince William Sound Science Center.

Please reconsider the sale of this sale of this property pending community input and open new negotiations with the Prince William Sound Science Center. Thank you.

Best,
Julie Reynolds
[907-424-5141](tel:907-424-5141)
alaskiejulie@gmail.com



THE STATE
of **ALASKA**

GOVERNOR BILL WALKER

Department of Natural Resources

DIVISION OF MINING, LAND & WATER
Resource Assessment & Development Section

550 West 7th Avenue, Suite 1050
Anchorage, Alaska 99501-3579
Main: 907.269.8534
TDD: 907.269.8411
Fax: 907.269.8915

July 8th, 2015

The Honorable Jim Kacsh
Mayor of the City of Cordova
P.O. Box 1210
Cordova, Alaska 99574

Dear Mayor Kacsh:

The purpose of this letter is to provide notice to the City of Cordova of a proposed conveyance of state owned tidelands to the City of Cordova, in accordance with AS 38.05.945.

Enclosed is a copy of the public notice that explains the proposed actions. Please distribute this letter to those within your organization that may have an interest and submit your comments, if any, by August 10th, 2015.

Please contact the adjudicator of this casefile, John Dwyer at 907-269-8531, or email at john.dwyer@alaska.gov if you have any questions concerning these actions.

Sincerely,

A handwritten signature in black ink, appearing to read "John Dwyer", followed by a long horizontal line extending to the right.

John Dwyer
Natural Resource Specialist II

Cc: Randy Robertson, City Manager
Sam Greenwood, City Planner

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER

PUBLIC NOTICE UNDER AS 38.05.945
CONVEYANCE OF TIDELAND UNDER AS 38.05.825

CITY OF CORDOVA
MUNICIPAL TIDELAND SELECTION
ADL 232192

The Department of Natural Resources (DNR), Division of Mining, Land and Waters proposes to convey approximately 50 acres of State owned tidelands to the City of Cordova pursuant to Alaska Statute 38.05.825. The City of Cordova has applied for the tidelands area in order to bring into compliance an encroachment area from a previous conveyance and to accommodate future harbor expansion and waterfront development.

The public is invited to comment on these actions as described in the Preliminary Decision (PD or decision). The PD is available online at the DNR Municipal Entitlement website: <http://dnr.alaska.gov/mlw/muni/>. The public notice is available on the Alaska Online Public Notice System: <http://dnr.alaska.gov/commis/pic/pubnotfrm.htm>.

You may request a copy of the PD from DNR, Municipal Entitlement Unit, Attention John Dwyer, 550 W. 7th Avenue, Suite 1050, Anchorage, AK 99501-3579; by electronic email: john.dwyer@alaska.gov, phone (907) 269-8531, or fax (907) 269-8915. Comments submitted must be received in written form sent to the above address, electronic email or by fax and **must be received on or before August 10th, 2015** in order to ensure consideration.

Following the comment deadline, those written responses received will be considered and the decision may be modified to incorporate public comments in a Final Finding and Decision (FFD). Only persons who comment in writing during the public comment period will be eligible to file an administrative appeal of the FFD. A copy of the FFD will be sent to any person who comments on the PD. The FFD will include the appeal instructions. Please direct all inquiries or questions to John Dwyer at the above address, electronic mail, phone or fax.

DNR is prepared to accommodate individuals with disabilities by providing auxiliary aids or services when requested. Individuals with audio impairments who wish to respond to this decision by telephone may call the DNR Public Information Center in Anchorage between the hours of operation: 10:00 a.m. to 5:00 p.m., Monday through Friday at TDD#: (907) 269-8411.

Dear Council Members,

I am writing this note to ask for your assistance. I am need of funding to continue providing the live video streams of city council. I no longer have access to the live production computer, known as the Tricaster from CTC.

I am trying to raise funds though traditional means, but the funds I have raised are very minimal and only help with basic operating costs. Because we are a for-profit, I cant get the big companies on board, despite offering them a unique advertising angle. So to get the the point.....

I need to purchase a Tricaster of my own to continue operating ASLN TV in general. They currently run \$5,995 plus shipping. I am also in need of a HD camera. I can get by with a basic model for about \$1,000.

I realize this is an odd request, especially since, we are in a budget crisis year this year and next, but I also feel the public really appreciates our service and there must be a way we can make this happen.

I'm not sure what avenues you even have to consider such a request, but I have to ask.

Thank you for your service.

Donald Kurz

ASLN TV - Featuring web based television!

Cordova, Alaska

donald@asln.net

*Get our channel on the **Roku**! Visit www.asln.net/roku to add us today!*

Susan Bourgeois

From: Mary Barrow <barrow@gci.net>
Sent: Wednesday, July 15, 2015 9:20 PM
To: Susan Bourgeois; Randy Robertson
Cc: Kristin Carpenter; James Burton; Tim Joyce; Tom Bailer; Robert Beedle; Joshua Hallquist; David Reggiani; cordovasales@gci.net
Subject: legality of vote

Hi Susan,

Please include this letter in next council packet:

To the City of Cordova Council Members,

I have a question about quorum, and about being logged in as an attending member of a specific meeting.

At the beginning of the meeting, a roll call was done, telephonic attendance included.

How can it be legal for a council member to pop in during discussion on a vote before Council.... Vote.... And then disappear?

This action does not appear to be legal in definition. I request that the Council clarify how this action is found to be legitimate. I also request that the City Clerk research the facts of legality in this type of situation.

While this is being considered, I request the Council to nullify the vote on rescinding the sale of the Breakwater property until the legality of the vote is clarified.

Thank You,

Mary Little

Susan Bourgeois

From: mary bishop <bishopmary@yahoo.com>
Sent: Wednesday, July 29, 2015 6:41 AM
To: Susan Bourgeois
Subject: letter to City Council

To Cordova City Council,

I am writing to you on behalf of the Prince William Sound Audubon Society regarding the 17 June 2015 motion by City Council to dispose of the breakwater fill lot.

Once again we would like to point out that in reviewing the public records we have noted that the Harbor Commission never provided input on the proposals received for the breakwater fill lot.

This is important because Council voted on 15 April 2015 to "direct the City Manager to dispose of the Breakwater Fill Lot as an un-zoned lot by requesting sealed proposals to lease or purchase the property with the special conditions contained in the staff report."

There were 4 special conditions in the Planner's staff report, including condition #3: "Harbor Commission will have input on proposals received."

According to the records the last meeting of the Harbor Commission was 8 April 2015, more than two months before Council's 17 June 2015 motion to dispose of the breakwater fill property.

The fact that Council voted to dispose of the lot before this special condition was met makes us question whether or not the motion was legal.

Council cannot decide post vote what special conditions it will choose to ignore.

Condition #3 has not been met.

Audubon respectfully requests that legal clarification be provided at the next meeting of City Council (5 August 2015) that Council's vote on 17 June 2015 to dispose of the breakwater fill lot followed process and is legally valid.

Thank you very much.

Mary Anne Bishop, President

Prince William Sound Audubon Society

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: July 24, 2015

TO: Mayor and City Council

SUBJECT: Providence draft consulting agreement & QHR response to hospital management RFP

Mayor Kacsh put forward two agenda items at the June 17 regular meeting; they were the draft consulting agreement from Providence and the response to the RFP from QHR. There was a work session on June 17 previous to that regular meeting and then, Council opted to refer the agenda items until after a scheduled visit from QHR representatives which took place at a work session on July 22. Now that both options have been investigated by Council via work sessions and there have also been reference checks done, Council has these items before them again this evening.

POSSIBLE MOTION(S):

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

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

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

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

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

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

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

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

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

Section 1. The Services

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

Section 2. Compensation

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

Section 3. Term and Termination

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

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

Section 4. Independent Contractor Relationship

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

Section 5. Compliance With Laws

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

Section 6. Medicare/Medicaid Participation

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

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

Section 7. Insurance; Risk of Loss

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

Section 8. Records and Confidentiality

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

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

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

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

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

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

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

Section 9. No Conflicting Obligations

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

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

Section 10. Indemnification

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

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

Section 11. Applicable Law

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

Section 12. Assignment

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

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

Section 13. Entire Agreement, Interpretation and Changes

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

Section 14. Severability

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

SIGNATURES APPEAR ON NEXT PAGE

CITY OF CORDOVA

By: _____
Name:
Title:

Approved:

CITY OF CORDOVA

By: _____
Name:
Title:

CONSULTANT

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

By: _____
Name:
Title:

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

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

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

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

II. Compensation Amount and Timing of Payment for Administrative Services

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

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

EXHIBIT B
SCOPE OF WORK – STAFFING SUPPORT SERVICES

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

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

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

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

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

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

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

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

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

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

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

DRAFT 6/10/15

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

EXHIBIT C
SCOPE OF WORK –BLOOD TRANSFUSION SERVICES

I. Descriptions of Blood Transfusion Services:

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

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

B. Blood Transfusion Services will include:

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

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

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

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

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

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

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

I. Descriptions of BLS Training Services:

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

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

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

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

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

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

RESPONSE TO REQUEST FOR PROPOSAL

Cordova Community Medical Center

Cordova, Alaska





May 21, 2015

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

RE: Response to Request for Proposal

Dear Mr. Robertson:

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

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

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

Sincerely,

Timothy J. Ryan
Chief Financial Officer

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

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

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

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

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

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

Pending agenda:

Fall 2015 / after fishing: Code change regarding HSB and/or creation of a Health Care Advisory Board

December 2015 or January 2016: Resolution placing a ballot proposition before the voters regarding plastic bag use in Cordova – Future Problem Solvers to report back to Council on different options

Per **Mayor Kacsh** – possibly an ordinance for Council action or for Council to decide that it should go to voters instead

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

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

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

Committees:

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

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

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

Calendars:

3 months of calendars are attached hereto
Aug 2015; Sept 2015; Oct 2015

August 2015

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

September 2015

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

October 2015

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

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

MAYOR AND CITY COUNCIL - ELECTED

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

SCHOOL BOARD - ELECTED

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

LIBRARY BOARD - APPOINTED

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

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

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

PLANNING AND ZONING COMMISSION - APPOINTED

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

HARBOR COMMISSION - APPOINTED

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

PARKS AND RECREATION COMMISSION - APPOINTED

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