

**Mayor**  
James Kacsh

**Council Members**  
Kristin Carpenter  
Tim Joyce  
Tom Bailer  
Bret Bradford  
*vacant*  
David Reggiani  
James Burton

**City Manager**  
Randy Robertson

**City Clerk**  
Susan Bourgeois

**Deputy Clerk**  
Tina Hammer

**Student Council**  
*Summer Vacation*

**REGULAR COUNCIL MEETING  
SEPTEMBER 17, 2014 @ 7:00 PM  
LIBRARY MEETING ROOM**

**AGENDA**



**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**C. ROLL CALL**

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

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

**E. DISCLOSURES OF CONFLICTS OF INTEREST**

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

1. Guest Speaker – **Duane Hoskins** of AKDoT&PF, Northern Region Planner II
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. P&Z Resolution 14-04..... **(page 1)**

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

4. Ordinance 1121..... **(page 3)**  
An ordinance of the City Council of the City of Cordova, Alaska, amending section 2.20.010(d) of the Cordova Municipal Code to revise broadcast notification requirements for City elections from once in each month for three months prior to the election to continuously for 40 days prior to the election
5. Council decision regarding property disposal..... **(page 6)**
6. Resolution 09-14-39..... **(page 10)**  
A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a five (5) year lease of Lots 3, 4, and 5, Block 8, Original Townsite and all improvements thereon with the Cordova Chamber of Commerce

**H. APPROVAL OF MINUTES**

7. Public Hearing Minutes 09-03-14..... **(page 21)**
8. Regular Meeting Minutes 09-03-14..... **(page 22)**

**I. CONSIDERATION OF BIDS - none**

**J. REPORTS OF OFFICERS**

9. Mayor's Report
10. Manager's Report
  - a. Cordova Center update report..... **(page 28)**
11. City Clerk's Report
  - a. 2009 City Building Committee compilation of resolution/memo/minutes/report, etc..... **(page 33)**

**K. CORRESPONDENCE**

**L. ORDINANCES AND RESOLUTIONS**

12. Resolution 09-14-37..... **(voice vote)(page 56)**  
A resolution of the City Council of the City of Cordova, Alaska, calling a special election to be held in the city on November 4, 2014, for the purpose of submitting to the qualified voters of the city a proposition for the issuance of general obligation indebtedness to finance improvements to City of Cordova streets, and other matters to be determined by council

**13. Resolution 09-14-38..... (voice vote)(page 58)**

A resolution of the City Council of the City of Cordova, Alaska, authorizing the City of Cordova to issue general obligation bonds in the principal amount of not to exceed \$2,000,000 to finance improvements to City of Cordova streets and to submit the question of the issuance of such debt to the qualified voters of the city at a November 4, 2014 special city election; and declaring the intent of the City of Cordova to reimburse original expenditures for city street improvements started after the date of this resolution but prior to the issuance of the general obligation bonds

**14. Resolution 09-14-40..... (voice vote)(page 60)**

A resolution of the City Council of the City of Cordova, Alaska, approving a contract amendment with Dawson Construction for a limited notice to proceed for Phase 2, Stage 2 of the Cordova Center project for a sum of \$4,578,752

**15. Resolution 09-14-41..... (voice vote)(page 67)**

A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a designated fund agreement with the Alaska Community Foundation for the purpose of creating a fund to receive charitable donations for the Cordova Center capital campaign

**M. UNFINISHED BUSINESS**

**16. Council election to fill vacancy of City Council Seat E..... (voice vote)(page 73)**

Letters of interest received from:

- a. Stephen Phillips..... (page 74)
- b. Dan Reum..... (page 75)
- c. Robert Beedle..... (page 76)
- d. Josh Hallquist..... (page 77)
- e. Hayley Hoover..... (page 78)
- f. Adrian Smith..... (page 79)

**N. NEW & MISCELLANEOUS BUSINESS**

**17. Pending Agenda, Calendar, Elected & Appointed Officials lists..... (page 80)**

**O. AUDIENCE PARTICIPATION**

**P. COUNCIL COMMENTS**

**18. Council Comments**

**Q. EXECUTIVE SESSION**

**19. Performance Deed of Trust negotiation**

**20. Attorney update regarding PWSSC land disposal negotiation**

**21. Cordova Center finances**

**R. ADJOURNMENT**

 **THE SILVERS ARE IN...CORDOVA** 

**Executive Sessions: Subjects which may be discussed are:** (1) Matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) Subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion; (3) Matters which by law, municipal charter or code are required to be confidential; (4)

Matters involving consideration of governmental records that by law are not subject to public disclosure.

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

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

# Memorandum

**To:** City Council  
**From:** Planning Staff & Commission  
**Date:** 9/10/14  
**Re:** Capital Improvement List

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## **PART I – BACKGROUND**

The Planning Commission is required by the City Code to:

*Submit annually to the city council, not less than ninety days prior to the beginning of the budget year, a list of recommended capital improvements which in the opinion of the commission are necessary or desirable to be constructed during the forthcoming three-year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year (CMC 3.40.080 B).*

**9/9/14** – Planning Commission discussed and amended the Capital Improvement List and approved Resolution 14-04 at their Regular Meeting:

**M/Baenen S/Greenwood** to approve Resolution 14-04; a resolution of the Planning Commission of the City of Cordova, Alaska, recommending a Capital Improvement List to the City Council of the City of Cordova, Alaska.

Upon voice vote, motion **passed** 7-0.

Yea: **Greenwood, McGann, Pegau, Baenen, Roemhildt, Bailer, Reggiani**

Nay: None

Absent: None

Following this memo is Resolution 14-04.

**CITY OF CORDOVA, ALASKA  
PLANNING COMMISSION  
RESOLUTION 14-04**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,  
ALASKA, RECOMMENDING A CAPITAL IMPROVEMENT LIST TO THE CITY COUNCIL  
OF THE CITY OF CORDOVA, ALASKA.**

**WHEREAS**, the City of Cordova's Planning Commission is directed by Cordova Municipal Code 3.40.080(E) to *Submit annually to the City Council, not less than ninety days prior to the beginning of the budget year, a list of recommended capital improvements which in the opinion of the commission are necessary or desirable to be constructed during the forthcoming three-year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year;*

**WHEREAS**, the City of Cordova's Planning Commission has identified and prioritized a Capital Improvement List that will benefit the citizens of Cordova, and;


**WHEREAS**, the City of Cordova's Planning Commission has identified the following Capital Improvement List as being critical to the future wellbeing and economy of Cordova and the surrounding area:

1. Street Repair and Improvements/Paving - \$2,000,000
2. Unfinished Baler Development – ???
3. Sewer treatment plant and infrastructure – as needed
4. Shipyard Expansion (Public Process) - \$15,000
5. Sidewalks between HS and Harbor Loop SW 2 & SW 6 (before paving) - \$200,000
6. Survey City roads and property - \$40,000
7. N. Side of Harbor – 25' fill (extend parking and walkway) - \$800,000
8. Vacation of Adams Avenue between 8<sup>th</sup> Street and 9<sup>th</sup> Street: includes survey, water/sewer lines, fire hydrants - \$100,000
9. Comprehensive Plan Update - ???


and;

**NOW, THEREFORE BE IT RESOLVED THAT** the Planning Commission hereby recommends the above listed Capital Improvement List to the City Council.

**PASSED AND APPROVED THIS 9<sup>TH</sup> DAY OF SEPTEMBER, 2014**

  
Tom Bailer, Chairman

ATTEST:

  
Samantha Greenwood, City Planner

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## A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

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DATE: September 10, 2014  
TO: Mayor and City Council  
SUBJECT: Ordinance 1121

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After the March 2014 Regular City Election, there was concern regarding the Code provisions about required Election notices. Staff drafted and then council adopted Ordinance 1116 which allowed for a longer timeframe and a more comprehensive plan of election advertising than was previously required by the Code. Unfortunately, often Code changes such as Ordinance 1116 need to be put into effect to see how they will play out in reality vs. how good they seem on paper. In this instance, this change was too restrictive to allow for a shortened timeframe in calling for a special election. City Attorney Holly Wells has drafted this change (Ord 1121) to Cordova Municipal Code section 2.20.010(D) in order to allow for the special election on November 4, 2014, and also to allow in the future, other Council's to call special elections on shorter notice than this restrictively written section (Ord 1116) allows for now.

Recommended Motion: Move to adopt Ordinance 1121

Required Action: Majority voice vote on first reading

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1121**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AMENDING SECTION 2.20.010(D) OF THE CORDOVA MUNICIPAL CODE TO REVISE  
BROADCAST NOTIFICATION REQUIREMENTS FOR CITY ELECTIONS FROM ONCE IN  
EACH MONTH FOR THREE MONTHS PRIOR TO THE ELECTION TO CONTINUOUSLY  
FOR 40 DAYS PRIOR TO THE ELECTION**

**WHEREAS**, the City Council adopted Ordinance 1116 on April 16, 2014, requiring the City of Cordova, Alaska (“City”) to publish notice via radio and television, if available, once in each of the three months before the election in order to increase awareness of elections; and

**WHEREAS**, it is in the City’s best interest to encourage and facilitate participation in City elections to the greatest extent possible; but

**WHEREAS**, the three-month notice period restricts the City’s ability to engage voters in time sensitive matters; and

**WHEREAS**, a continuous 40-day publication of notice would likely provide more awareness of an upcoming election than a short notice period provided once in each of the three months before the election.

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

Section 1. Section 2.20.010 D of the Cordova Municipal Code is hereby amended as follows:

2.20.010 Notice of election.

A. The city clerk shall publish notice of each election in one or more newspapers of general circulation at least once in each of the three calendar weeks immediately preceding the calendar week of the election. For special elections, in addition to published notice as set forth in the preceding sentence, the city clerk shall give such other notice to the public as may be required by the laws of the state or by resolution of the city council. Each notice of election shall include:

1. The type of election, regular or special;
2. The date of election;
3. The polling place and hours the polls will be open;
4. The offices to which candidates are to be elected;
5. The subjects of propositions to be voted upon;
6. Voter qualifications; and
7. The dates and manner of absentee voting.

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

B. In addition to the above notices, the city clerk shall publish in full every City Charter amendment, every ordinance and every other question which is to be submitted at an election, except that a referred ordinance which was published in full after passage not more than eight weeks and at least four weeks before the election, in accordance with City Charter Sections 1-6(5) and 10-9, need not be published in full again.

C. The city clerk shall notify at least one local radio station and one television scanner channel, if such stations and channels are in existence, of:

1. The type of election
2. The date of election
3. The polling place, and
4. The polling place hours
5. The location of the published notices required under subsections A and B and in Section 2.24.010 of this title.

D. The radio and television scanner channel notifications required in subsection C shall be made **for the forty days prior to the regular election and any special election**. ~~once in December of the year preceding the regular election; once in January of the year of the regular election; and once in February of the year of the regular election. For special elections, these notifications shall be made at least once in each of the three months immediately before the election; including the month of the election if the special election is held on or after the eighth day of a month.~~

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

1st reading: September 17, 2014

2nd reading and public hearing: October 1, 2014

**PASSED AND APPROVED THIS 1<sup>st</sup> DAY OF OCTOBER, 2014**

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

Attest:

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

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

# Memorandum

**To:** Planning Commission  
**From:** Planning Staff  
**Date:** 9/10/14  
**Re:** Disposal of Lot 3, 4, and 5, Block 8, Original Townsite

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## **PART I – GENERAL INFORMATION**

Requested Action: Choose Disposal Method  
Lot, Block, Survey: Lot 3, 4, and 5, Block 8, Original Townsite, Plat 1-11  
Parcel Numbers: 02-060-772, 02-060-773, 02-060-774  
Zoning: Central Business District  
Location Map: Attachment A

## **PART II – BACKGROUND**

The lots and improvements thereon have been leased to the Cordova Chamber of Commerce since 1999. When the leases expired, they would begin a new lease with the City. The current lease will expire on February 5, 2015. The Chamber would like to renew their lease with the City (see Letter of Interest following this memo).

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

Planning Staff notified all City departments about this disposal and has received no comments/concerns about continuing to lease the premises to the Chamber.

9/9/14 - Planning Commission Regular Meeting Unapproved Minutes:

*M/McGann S/Greenwood* to recommend to City Council disposal by lease of Lot 3, 4, and 5, Block 8, Original Townsite and all improvements thereon by negotiating an agreement with the Cordova Chamber of Commerce. Upon voice vote, motion passed 7-0.

*Yea: Greenwood, McGann, Pegau, Baenen, Roemhildt, Bailer, Reggiani*

*Nay: None*

*Absent: None*

## **PART III – APPLICABLE CRITERIA**

### **5.22.040 DISPOSAL OF CITY REAL PROPERTY – Application to lease or purchase.**

*E. The planning commission shall review the application, and recommend to the city council whether the city should accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.*

### **5.22.060 DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.**

*A. In approving a disposal of an interest in city real property for fair market value, the council shall select the method by which the city manager will conduct the disposal from among the following:*

*1. Negotiate an agreement with the person who applied to lease or purchase the property;*



- 2. Invite sealed bids to lease or purchase the property;*
- 3. Offer the property for lease or purchase at public auction;*
- 4. Request sealed proposals to lease or purchase the property.*

#### **PART IV – STAFF RECOMMENDATION**

Staff recommend City Council to dispose of the property by lease and direct negotiation (Method 1).

#### **PART V – SUGGESTED MOTION**

“I move the City Manager dispose by lease Lot 3, 4, and 5, Block 8, Original Townsite and all improvements thereon by negotiating an agreement with the Cordova Chamber of Commerce.”

## Attachment A





**Cordova Chamber of Commerce**  
**PO Box 99**  
**Cordova, AK 99574**  
**907-424-7260**  
**cordovachamber.com**

**Board of Directors**

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**Kelsey Appleton**, SERVS/CDFU  
**Mimi Briggs**, Alaskan Hotel/Cordova  
Museum  
**Jennifer Gibbins**, The Cordova Times  
**Steve Graves**, Nichols Back Door Co.  
**Katrina Hoffman**, Prince William  
Sound Science Center/OSRI  
**Jim Kacsh**, Mayor of Cordova, Anchor  
Marine/NAPA  
**Cathy Long**, Cordova Wireless  
**Randy Robertson**, ex-officio, Cordova  
City Manager  
**Osa Schultz**, Seaview Condo/Pet  
Projects  
**Lynne Steen**, SerendipiTea  
**Thea Thomas**, Fisherman  
**Wendy Ranney**, Orca Adventure  
Lodge  
**LCDR James L. Jarnac**, ex-officio,  
USCG  
**Robert Skorkowsky**, ex-officio, USFS  
Vacant ex-officio, Native Village of  
Eyak

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**Christa Hoover**. Executive Director

August 29, 2014

Leif Stavig  
City of Cordova  
Cordova, AK 99574

Dear Mr. Stavig,

It has come to our attention that our current lease is scheduled to expire February 2015 and that now is the time to express interest in renewing that lease.

The Cordova Chamber of Commerce and Visitor Center has been located at 404 1<sup>st</sup> St., Lot 3, 4 and 5, Block 8, Original Townsite, in a building owned by the City of Cordova. The Chamber has leased this site since 1999 and we are interested in renewing the lease to remain in this historical location.

Best Regards,

Christa Hoover  
Executive Director

# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 9/10/14  
**Re:** Lease for Lot 3, 4, and 5, Block 8, Original Townsite

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## **PART I – GENERAL INFORMATION**

Requested Action: Approve Resolution 09-14-39  
Lot, Block, Survey: Lot 3, 4, and 5, Block 8, Original Townsite  
Parcel Numbers: 02-060-772, 02-060-773, 02-060-774  
Zoning: Central Business District

## **PART II – BACKGROUND**

The new lease will be for a period of five years. Attached following this memo and resolution is the lease (**Attachment A**). In the past there was an attachment to the lease which outlined the responsibilities for the Chamber and the City. This attachment has now been incorporated into the lease.

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

## **PART III – STAFF RECOMMENDATION**

Staff recommend that the City Council approve Resolution 09-14-39.

## **PART IV – SUGGESTED MOTION**

“I move to approve Resolution 09-14-39.”

**CITY OF CORDOVA, ALASKA  
RESOLUTION 09-14-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE OF  
LOTS 3, 4, AND 5, BLOCK 8, ORIGINAL TOWNSITE AND ALL IMPROVEMENTS  
THEREON WITH THE CORDOVA CHAMBER OF COMMERCE**

**WHEREAS**, the current lease with the Cordova Chamber of Commerce will expire on February 5, 2015 and this new lease would continue their tenancy for five years; and

**WHEREAS**, the lease is described as Lot 3, 4, and 5, Block 8, Original Townsite and all improvements thereon; and

**WHEREAS**, the annual rental rate will be One Dollar (\$1.00); and

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

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

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF SEPTMEBER, 2014**

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

ATTEST:

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

ATTACHMENT A

**CITY OF CORDOVA**  
**Cordova, Alaska**

**LEASE**

**THIS LEASE** ("Lease") by and between the **CITY OF CORDOVA** ("Landlord"), a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and the **CORDOVA CHAMBER OF COMMERCE**, an Alaska nonprofit corporation ("Tenant").

**RECITALS**

**WHEREAS**, City owns that certain parcel of land and all improvements thereon in Cordova, Alaska described as Lots 3, 4 & 5, Block 8, Original Townsite, Plat 1-11, Cordova Recording District, Third Judicial District, State of Alaska ("Premises"); and

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

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

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

**1. LEASE OF PREMISES**

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

**2. LEASE TERM**

The term of this Lease shall be five (5) years, commencing on **January 1<sup>st</sup>, 2015** ("Commencement Date") and expiring on **December 31, 2019**, unless earlier terminated in accordance with the terms of this Lease.

**3. RENT**

**A. Base Rent.** The rent during the term of this Lease shall be One Dollar (\$1.00) ("Base Rent"), which shall be due and payable in advance on the Commencement Date. Base Rent shall be paid to the City in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address provided for notice to the City set forth in Section 20.E of this Lease, or at any other place that the City may from time to time direct in writing. Base Rent shall be paid promptly when due without notice or demand therefor. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Tenant.

**B. Additional Charges.** In addition to the Base Rent, Tenant acknowledges and agrees that Tenant is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 and all other sums, costs, expenses, taxes (including 6% sales tax, which shall be paid by Tenant at the same time Tenant makes its payment of Base Rent to the City) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease ("Additional Charges").

Without limiting in any way Tenant's payment obligations, the City shall have the right, but not the obligation, at all times during the Lease term, to pay any charges levied or imposed upon the Premises that remain unpaid after the same have become due and payable, and the amount paid, plus the City's reasonable expenses, shall



## ATTACHMENT A

be Additional Rent due from Tenant to City, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by the City until repayment thereof by Tenant.

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

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

- (i) the payment of any Rent or other sum in default;
- (ii) the payment of any other sum to which the City may become obligated by reason of Tenant's default; or
- (iii) to compensate the City for any loss or damage which the City may suffer thereby, including but not limited to any costs associated with moving and storage of Tenant's personal property (if any) remaining on the Premises beyond termination of the Lease.

The City may commingle the Security Deposit with funds held in the City's own accounts, including accounts in which the City keeps other security deposits. If Tenant performs all of its obligations under this Lease, the Security Deposit, or so much thereof as has not been used, applied or retained by the City in accordance with this Section, shall be returned to Tenant, at the expiration of the term, and subject to Tenant relinquishing possession of the Premises, without payment of interest or other increment for its use, within 30 days after Tenant's vacation of the Premises.

#### **4. USES AND CONDITION OF PREMISES**

**A. Authorized Uses.** Use of the Premises shall be limited to the day to day operations of the Cordova Chamber of Commerce which will also include but not be limited to major community events operated by Tenant, such as the Iceworm Festival, Shorebird Festival, the Fourth of July Celebration and the Christmas Kickoff, and the Premises shall not, without prior written consent of City, be used for any other purposes. Tenant shall staff the Premises with Tenant personnel or volunteers on the following schedule:

- (i) Monday through Friday, excluding December 13 through January 13, four hours per day.
- (ii) Weekends during major community events (such as Iceworm Festival, Shorebird Festival), hours scheduled as needed.

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

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

## ATTACHMENT A

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

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

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

### **5. REPRESENTATIONS AND WARRANTIES**

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

### **6. ASSIGNMENTS AND SUBLETTING; SUBORDINATION**

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

### **7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS**

**A.** Tenant shall, at Tenant's sole cost and expense, be solely responsible for (i) electric utility service to the Premises; (ii) telephone, facsimile and Internet service to the Premises; (iii) regular cleaning of the public restrooms on the Premises either by Tenant personnel, volunteers, or outside contractors; (iv) cleaning supplies for the interior of the Premises; (v) minor maintenance items (painting, minor repairs, etc. unrelated to the furnace) not to exceed \$500.00 per calendar year; (vi) removal of snow from the access ramp leading to the Premises.

**B.** City shall, at City's sole cost and expense, be solely responsible for (i) heating fuel for the Premises; (ii) maintenance and repair of the furnace in the Premises; (iii) major maintenance or repair to the building on the Premises; (iv) sewer, water and trash collection service to the Premises; (v) routine maintenance and snow removal for the parking area on the Premises; (vi) insurance, (fire/liability) on the Premises as for other City-owned structures; and (vii) building security for the Premises as for other City-owned buildings.

### **8. LIENS**

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

### **9. INDEMNIFICATION**

**A. General Indemnification.** Tenant shall defend, indemnify and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands,



## ATTACHMENT A

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

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

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

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

### **10. REMOVAL OF PROPERTY**

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

## ATTACHMENT A

upon request of the City, Tenant shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Tenant's sole expense.

### **11. DEFAULT AND REMEDIES**

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

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

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

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

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

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

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

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

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

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

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

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

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and repossess the Premises and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

- (iii) Declare this Lease terminated;
- (iv) Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Tenant;
- (v) Recover an amount to be due immediately upon breach equal to the sum of all rent, Additional Charges and other payments for which Tenant is obligated under the Lease;
- (vi) Recover the costs of performing any duty of Tenant in this Lease;
- (vii) Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

### **12. SUBSIDENCE**

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction neither to the Premises, nor for any injury caused thereby to the property of the Tenant or any sublessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Tenant's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

### **13. VACATION BY TENANT**

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

### **14. RESERVATION OF RIGHTS**

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

### **15. SIGNS**

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

### **16. HOLDING OVER**

If Tenant with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Tenant terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable

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

### **17. EMINENT DOMAIN**

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

- A. Total Taking.** If the Premises are totally taken by condemnation, this Lease shall terminate.
- B. Partial Taking.** If the Premises are partially taken by condemnation, then this Lease shall continue and the rent as specified in Section 3 above shall be abated in a proportion equal to the ratio that the portion of the Premises taken bears to the total Premises leased hereunder.
- C. Award.** Upon condemnation, the parties shall share in the award to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the condemnation.

### **18. COSTS**

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

### **19. MISCELLANEOUS**

- A. Time Is of the Essence.** Time is of the essence of this Lease and of each provision hereof.
- B. Entire Agreement.** This Lease represents the entire agreement between the parties with respect to the subject matter hereof, and may not be amended except in writing executed by the City and Tenant.
- C. Governing Law and Venue.** This Lease shall be subject to the provisions of the Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.
- D. Relationship of Parties.** Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Tenant and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Tenant other than the relationship of tenant and landlord.
- E. Notice.** All notices hereunder may be hand-delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

#### **TO CITY:**

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

#### **TO TENANT:**

**Cordova Chamber of Commerce  
Attn: Jennifer Gibbins  
P.O. Box 99  
Cordova, Alaska 99574**

or to such other respective addresses as either party hereto may hereafter from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed, and the

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postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

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

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

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

**I. Late Payment.** In the event that any rent or other payment due under this Lease is not received by the City when due, a late fee of five percent (5%) per month of the principal amount due shall be due and payable until the full amount of rent or other payment is received by the City.

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

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

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

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

**N. Authority.** Tenant represents that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder.

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

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

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

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

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

**CITY:**

**CITY OF CORDOVA**

Dated: \_\_\_\_\_

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

Its: City Manager

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

**TENANT:**

**CORDOVA CHAMBER OF COMMERCE**

Dated: \_\_\_\_\_

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

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

**CITY COUNCIL PUBLIC HEARING  
SEPTEMBER 03, 2014 @ 6:45 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

**Mayor James Kacsh** called the Council public hearing to order at 6:45 pm on September 03, 2014, in the Library Meeting Room.

**B. ROLL CALL**

Present for roll call were **Mayor James Kacsh** and Council members **Tim Joyce, Tom Bailer, Bret Bradford, Dave Reggiani** and **James Burton**. Also present was City Clerk **Susan Bourgeois**.

**C. PUBLIC HEARING**

**1. Ordinance 1119**

An ordinance of the City Council of the City of Cordova, Alaska, authorizing a sublease for a 2,500 square foot portion of USS 1765 of Township 15 South, Range 3 West, Section 22, Copper River Meridian, Alaska, commonly identified as tripod hill, to Cordova Telephone Cooperative, Inc.

**2. Ordinance 1120**

An ordinance of the City Council of the City of Cordova, Alaska, waiving for good cause the failure of Irene Hansen to make timely application for a senior citizen property tax exemption for the 2014 tax year

**Mayor Kacsh** opened the hearing up for public comment

**Paul Kelly** Box 265 and CEO of Cordova Telephone Cooperative and Cordova Wireless Communications spoke regarding Ordinance 1119, he asked Council to allow further negotiations.

**Paul Swartzbart** spoke regarding Ordinance 1119 and saw no problems with the lease and felt that a locally based telecom should not get any special deal regarding rent, he hoped Council would pass the ordinance.

**M/Joyce S/Reggiani** to recess for 5 minutes at 6:52 pm. With no objection, the public hearing was recessed.

At 6:57 pm **Mayor Kacsh** called the public hearing back to order and asked if there was any further public comment on either ordinance. There was none.

**D. ADJOURNMENT**

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

Hearing no objection, the Public Hearing was adjourned at 6:58 pm.

Approved: September 17, 2014

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

**CITY COUNCIL REGULAR MEETING  
SEPTEMBER 03, 2014 @ 7:00 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kacsh* called the Council Regular Meeting to order at 7:00 pm on September 03, 2014, 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 James Kacsh* and Council members *Kristin Carpenter, Tim Joyce, Tom Bailer, Bret Bradford, Dave Reggiani* and *James Burton*. Also present was City Clerk *Susan Bourgeois*.

**D. APPROVAL OF REGULAR AGENDA**

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

*Carpenter* asked if an executive session regarding CCMC financials could be added as item 30. Council concurred to do so.

Vote on motion: 6 yeas, 0 nays, 1 vacancy (seat E). Motion passes.

**E. DISCLOSURES OF CONFLICTS OF INTEREST**

*Bailer* and *Carpenter* both declared conflicts of interest on item 20 because each might be interested in putting in proposals for that lot if it is made available. *Mayor Kacsh* agreed they are both then conflicted.

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

1. Guest Speaker – *John Andrew Leman*, CTC Attorney spoke concerning item 4 and asked if Council could pull it from the consent calendar in hopes that more negotiations could occur.

2. Audience comments regarding agenda items

*Jim Holley* Cordova resident of 18 years spoke against item 18, his concern was that funders would not award money if we bond it now. Also, he didn't want the burden on the property tax payers now.

*Barclay Kopchak* spoke against item 18; believes it is premature. This would stop donors in their tracks. She would prefer to wait to see the outcome of the windows issue and have the bond at the end when we know the exact amount needed.

*Jennifer Gibbens* spoke against item 18 agreeing that it is premature. City Council has invested in this capital campaign as has the Committee; we've paid consultants and spent six months on a plan for the capital campaign and a bond at this time would kill it – both individual donors and the foundations. She also is excited about the economic development tax incentive which is contained in this packet – she is familiarizing herself with it at this point.

*Katrina Hoffman* of 301 South Second Street, spoke against item 18 – agreed with other voices on this tonight, as a member of the Capital Campaign Committee – urged them to wait until a later date to see if this is necessary; hoped Council would approve item 7 in the consent agenda; in executive session Council will be considering land negotiation with PWSSC and she hoped they had received her letter on the topic

*David Allison* of 203 Whiskey Ridge Road, spoke in favor of item 19 and against item 18. He hoped Council would pull item 4 and refer it to staff for continued negotiations with CTC.

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

*Burton* said Harbor Commission will meet next week.

*Carpenter* said that there is one Doctor hired who is just waiting for his license to be approved and the week of September 20 they will be interviewing 3 administrator candidates. *Stephen Sundby* and *Tiffany Varnadoe* from CCMC were present and *Carpenter* mentioned there are some problems concerning EHR at CCMC and this would be discussed in the executive session.



## G. APPROVAL OF CONSENT CALENDAR

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

Council pulled items 4 & 7 from the consent calendar. They were placed on the agenda after item 19.

~~4. Ordinance 1119 An ordinance of the City Council of the City of Cordova, Alaska, authorizing a sublease for a 2,500 square foot portion of USS 1765 of Township 15 South, Range 3 West, Section 22, Copper River Meridian, Alaska, commonly identified as tripod hill, to Cordova Telephone Cooperative, Inc~~

5. Ordinance 1120 An ordinance of the City Council of the City of Cordova, Alaska, waiving for good cause the failure of Irene Hansen to make timely application for a senior citizen property tax exemption for the 2014 tax year

6. Council decision on property disposal, Lot 3, Block 7A, Tidewater Development Park

~~7. Resolution 07-14-28 A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a five (5) year lease of the building locally known as the “Old Sea Grant Office” located on a portion of Lot 3, Block 7a, Tidewater Development Park with the Prince William Sound Science Center~~

8. Resolution 08-14-32 A resolution of the City Council of the City of Cordova, Alaska authorizing the City Manager to enter into a collection services agreement with Merchants Credit Association, a licensed and bonded collection agency

9. Resolution 08-14-33 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 2015 assessment services in the amount of sixteen thousand dollars (\$16,000)

10. Record unexcused absence for **Joyce** and excused absences for **Mayor Kacsh** and Council members **Cheshier** and **Burton** from the August 06, 2014 Regular Meeting

Vote on Consent Calendar: 6 yeas, 0 nays, 1 vacancy (seat E). Burton-yes; Joyce-yes; Bradford-yes; Carpenter-yes; Reggiani-yes and Bailer-yes. Consent Calendar was approved.

## H. APPROVAL OF MINUTES

**M/Bradford S/Bailer** to approve the Minutes.

11. Regular Meeting Minutes 08-06-14

Vote on motion: 6 yeas, 0 nays, 1 vacancy (seat E). Motion passes.

## I. CONSIDERATION OF BIDS

## J. REPORTS OF OFFICERS

12. Mayor's Report – **Mayor Kacsh** said he would like to reinstitute the monthly lunch meetings that **Mayor Joyce** used to have with the chairs of boards and commissions. He met with the Chamber of Commerce to discuss the MOU between them and the City and met last week with **Laura Cloward** and the City Manager regarding USDA and the US Forest Service.

13. Manager's Report – **Stavig** said in **Robertson's** absence he had nothing specific to report to Council. **Reggiani** asked if he could have an update on the SRTS (safe routes to school) project. **Stavig** deferred to **Rogers** who said that the bids are due this coming Friday at 2 pm, there has already been one amendment – that the construction will be next summer as we are too late into the fall season at this time.

a. Cordova Center update report

**Bailer** asked **Rogers** where we were on hiring a project manager. **Rogers** said candidate one had declined the offer we are interviewing another candidate on Friday morning. **Bailer** asked if we are still advertising that as the facilities manager job as well. **Rogers** said yes, the title is Superintendent of Facilities – one of which is the Cordova Center. The first year of that person's work will be the project itself.

14. City Clerk's Report - **Bourgeois** said she had a few items prepared later in the agenda and she could answer questions on those at that time.

a. Report on state-allowed “residential property” optional exemption

## K. CORRESPONDENCE

15. Letter from Kay Groff regarding “Cordova Conversation” 08-05-14

16. Council member EJ Cheshier letter resigning from Council Seat E

**City Clerk Bourgeois** mentioned that City Charter was not very descriptive on the procedures to be used for filling the vacancy so she was turning to Council for advice/direction as to what approach they favored. Consensus was to have **Bourgeois** advertise for letters of interest ASAP and have an agenda item on the regular meeting of September 17.

## L. ORDINANCES AND RESOLUTIONS

17. Resolution 09-14-34 A resolution of the City Council of the City of Cordova, Alaska, designating capital improvement projects

**M/Bailer S/Reggiani** to approve Resolution 09-14-34 a resolution of the City Council of the City of Cordova, Alaska, designating capital improvement projects.

After lengthy discussion, among themselves and with the assistance of Legislative Lobbyist **John Bitney** who was present via teleconference, Council was prepared to restate and reorder the priorities.

**M/Joyce S/Reggiani** to amend the resolution by restating and reordering the list as follows: 1. Cordova Center, 2. G Float Replacement, 3. CCMC Technological Improvements, 4. Public Safety Building, 5. General Harbor Improvements, 6. Shipyard Fill & Shipyard Building, 7. South Fill Sidewalks, 8. Sawmill Avenue Extension, 9. Recreation Building, 10. Ferry Trail.

Vote on motion to amend: 6 yeas, 0 nays, 1 vacancy (seat E). Motion passes.

Vote on main motion: 6 yeas, 0 nays, 1 vacancy (seat E). Motion passes.

18. Resolution 09-14-35 A resolution of the City Council of the City of Cordova, Alaska, authorizing the City of Cordova to issue general obligation debt in the principal amount of not to exceed \$5,000,000 to finance the completion of the Cordova Center, and to submit the question of the issuance of such debt to the qualified voters of the City at the November 4, 2014 Special City Election

**M/Joyce S/Reggiani** to approve Resolution 09-14-35 A resolution of the City Council of the City of Cordova, Alaska, authorizing the City of Cordova to issue general obligation debt in the principal amount of not to exceed \$5,000,000 to finance the completion of the Cordova Center, and to submit the question of the issuance of such debt to the qualified voters of the City at the November 4, 2014 Special City Election.

**Joyce** said he will speak against this – there was a lot of public comment against it as well. He thinks it is premature in November. He said we now have Cordova Center as our number one priority and the legislature won't fund us if we bond for it. We are also jeopardizing foundation funding. **Joyce** said it would be more realistic to look at this for spring. **Reggiani** said he put this resolution on the table and considered spring vs. fall and felt fall made the most sense. He does agree this will take some educating of the public on this item but the goal is to finance the completion. His opinion is the most sense would be to amortize the financing over 30 years – becomes much more affordable to the community. **Reggiani** surmised that based on figures the Manager had supplied previously, that the payment would be in the \$250K per year range. **Joyce** said that he appreciates **Reggiani's** thought process but that the City isn't broke. If we need to use reserves or our line of credit we could do so and then be reimbursed by a bond that was approved at a March election. **Joyce** reiterated that we just put the Cordova Center as our number one priority and we would be losing opportunity at that if we bonded now. Also he said it would be hard to educate the public on a \$5M bond amount when that is not a firm number. **Burton** said he agrees with **Joyce** and won't support this now. **Bailer** said he agrees with **Reggiani** and with **Joyce**. He doesn't want to second guess the fundraisers, they are the professionals at that. The financing part of this and the fact that we don't have a professional project manager bothers **Bailer**. **Bradford** said he is listening to the debate and he can't support it now. **Mayor Kacsh** thought a good idea might be to refer this to staff versus voting it down – in an effort to not negate any show of support. **Joyce** said there isn't anyone who is against the idea of bonding, but more so is against the timing of this.

**M/Joyce S/Bradford** to refer to staff until the first meeting in January when it will come back for further review.

Vote on motion: 4 yeas, 1 nay (**Reggiani**), 1 vacancy (seat E). Motion passes.

**19. Resolution 09-14-36** A resolution of the City Council of the City of Cordova, Alaska, authorizing the City of Cordova to issue general obligation bonds in the principal amount of not to exceed \$2,000,000 to finance the city street improvements and to submit the question of the issuance of such debt to the qualified voters of the City at the November 4, 2014 Special City Election

**M/Reggiani S/Joyce** to approve Resolution 09-14-36 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City of Cordova to issue general obligation bonds in the principal amount of not to exceed \$2,000,000 to finance the city street improvements and to submit the question of the issuance of such debt to the qualified voters of the City at the November 4, 2014 Special City Election.

**Reggiani** said that DoT will be paving Whitshed next summer and for timing this is timely to piggyback with them to save on mobilization of such a paving effort. **Bailer** said he supports this. **Joyce** said that the City hasn't paved a street since he's been here; he is also supporting this. **Jon Stavig** said that this resolution might need to come back or a different one correcting this, as far as what the attorney has advised. He has briefly spoken to the bond bank and we are looking at a six month time-frame for getting any funds from the bond bank, once the process is begun. **Burton** said this time he completely agrees with **Reggiani**.

Vote on motion: 6 yeas, 0 nays, 1 vacancy (seat E). Motion passes.

**19a. (4.) Ordinance 1119** An ordinance of the City Council of the City of Cordova, Alaska, authorizing a sublease for a 2,500 square foot portion of USS 1765 of Township 15 South, Range 3 West, Section 22, Copper River Meridian, Alaska, commonly identified as tripod hill, to Cordova Telephone Cooperative, Inc. **M/Joyce S/Reggiani** to approve Ordinance 1119 An ordinance of the City Council of the City of Cordova, Alaska, authorizing a sublease for a 2,500 square foot portion of USS 1765 of Township 15 South, Range 3 West, Section 22, Copper River Meridian, Alaska, commonly identified as tripod hill, to Cordova Telephone Cooperative, Inc.

**Joyce** said that from the public testimony, he said maybe there is a chance to improve the lease to help with some of the sticking points. He went on to say that he does not believe that the amount of rent is something he thinks should be conceded.

**M/Joyce S/Bradford** to refer to staff for additional negotiations not including any concessions on rent amount.

**Bailer** said he is comfortable with how it has been presented and enough time has been put into this already.

Vote on motion: 5 yeas, 1 nay (Bailer), 1 vacancy (seat E). Motion passes.

**19 b. (7.) Resolution 07-14-28** A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a five (5) year lease of the building locally known as the "Old Sea Grant Office" located on a portion of Lot 3, Block 7a, Tidewater Development Park with the Prince William Sound Science Center

**M/Bradford S/Bailer** to approve Resolution 07-14-28 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a five (5) year lease of the building locally known as the "Old Sea Grant Office" located on a portion of Lot 3, Block 7a, Tidewater Development Park with the Prince William Sound Science Center.

**Bradford** said it looks good to me. **Bailer** said he is not objecting to the lease. He said that the lease calls for the lessee to be responsible for the maintenance on the building and there has been none done. He'd like to see the building repaired now and then the benchmark can be set.

**M/Bailer S/Bradford** to refer to staff.

**Reggiani** said he'd like staff to go back and look at the original benchmarks that may have been established in the original lease.

**Burton** temporarily lost a phone connection.

Vote on motion: 5 yeas, 0 nay, 1 absent (Burton), 1 vacancy (seat E). Motion passes.

**M/Bradford S/Bailer** for a 5 minute recess. Hearing no objection the meeting was recessed from 9:04 pm until 9:09 pm.

## **M. UNFINISHED BUSINESS**

**20. Council decision on property disposal Lot 2 Block 7 North Fill Development Park**

*M/Joyce S/Reggiani* to dispose of Lot 2, Block 7 North Fill DP by requesting sealed proposals to lease or purchase the property.

Vote on motion: 4 yeas, 0 nays, 1 vacancy (seat E), 2 conflicted (**Bailer, Carpenter**). Motion passes.

**21. Council confirmation of Mayor's nomination to the Parks and Rec Commission**

*M/Carpenter S/Joyce* to confirm *Mayor Kacsh's* nomination of Dave Zastrow to the Parks and Rec Commission.

Vote on motion: 6 yeas, 0 nays, 1 vacancy (seat E). Motion passes.

**N. NEW & MISCELLANEOUS BUSINESS**

**22. Discussion of City owned/operated Used Oil Burners**

*Bradford* would like some info on getting a waste oil burner for the pool and/or Bidarki – he appreciates the time and staff time *Randy* put into this report. *Bailer* said that the City Shop guys have been over to Wilson's burner and are trying to improve on it, he appreciates their work on this. *Carpenter* said she thinks maybe the pool would be a good stand-alone facility to investigate the use of a pellet stove – i.e. create pellets out of recycled cardboard. *Mayor Kacsh* thought it would be a good idea to add an anti-freeze collection spot for harbor users; he hoped this could be discussed at budget. *Reggiani* said he'd like to see this tagged as part of our recycle program. *Joyce* agreed that this would be a good item for our newsletter.

**23. Discussion of residential property tax exemption**

*Mayor Kacsh* asked for this item so that this could be discussed as the other side of the equation when raw fish tax was being discussed – it is in no way an equivalent offset, but it would help. The guesstimate that the Clerk came up with was a \$300K deficit this would be to property tax revenue annually.

**24. Discussion of economic development property tax exemption**

*Mayor Kacsh* brought this up because in the five years it has been in Code, it has never been applied for or granted. He said maybe it is too restrictive. *Joyce* said at the time there were existing businesses that felt it would be too much of an advantage for the newly forming businesses and the existing businesses could not take advantage of such a tax break.

**25. Pending Agenda, Calendar, Elected & Appointed Officials lists**

Direction was clarified that ordinance 1119 would not be back until Oct 1 because they were directing the City Manager to handle that further negotiation. Otherwise next Council meeting is September 17. *Mayor Kacsh* mentioned that in October we'll start thinking about budget work sessions. Council requested background info for the next packet regarding the City Facilities Committee work from a few year back as they begin to contemplate what will happen to Library/Museum building once Cordova Center is completed.

**O. AUDIENCE PARTICIPATION**

*David Allison* 203 Whiskey Ridge Rd mentioned HB 278 which was passed through the legislature this last session and there are tax credits available to businesses for donating money to public schools. He has the school district looking at this and wants to ensure someone from the City takes it on as well; could be a great tax savings to a company as well as to the City and a benefit to the schools; a win-win-win.

*Rich Rogers* mentioned that a potential change order may be coming from the contractor. If so, he may have to ask for a special meeting – while you were just discussing calendar, he just wanted to make them aware.

*Donald Kurz*, 1001 Lake Avenue, said that CHS had some home sports that he was able to broadcast – 20 some hours of live volleyball, pretty exciting. He thanked *Bret Bradford* for donating his time to put in some coax cables so he could get different angle shots, etc. Thanked the Clerk for including them, ASLN, in noticing, etc. for City Council activities.

**P. COUNCIL COMMENTS**

**26. Council Comments**

*Bailer* said that he had a friend mention that they had donated funds to the Cordova Center and that person was surprised to see that at Salmon Jam there was a poster naming sponsors, one of which was the Cordova Center (he thought that was funny – maybe a sponsorship in name only). He said we will miss *EJ Cheshier*, but he

thinks **EJ** will be back. **Bailer** spoke about **Jim Kallander** and what a great man this community has lost, school board, council, mayor – he will be sorely missed.

**Reggiani** said ditto on **EJ** and **Jim Kallander**.

**Bradford** said a friend of his brings a group of Purple Hearts into Cordova each fall for a hunt and he was amazed at how the group this year had such kudos for our community this time here. They spoke to the hospitality and patriotism seen and felt in Cordova. **Bradford** said it made him proud. **Bradford** said people were always thanking them for their service and struck up conversations, etc. with these men.

**Carpenter** also echoed **Bailer's** comments on **EJ** and **Jim Kallander**.

**Joyce** said he also thanked **Cheshier** for his service and said he has put in a lot of time on Council and on HSB before that was required of Council – he sat on there for a long time as well; he said **Cheshier** would be missed. He thanked ASLN for putting Council on TV. He reminded Council that 2 weeks ago Council did not have a quorum and a meeting was canceled. He said that Council is supposed to notify the Clerk if they won't be making a meeting so she can ascertain whether or not there will be a quorum. **Joyce** said that is not happening. He said that it was embarrassing for the City that we didn't have that meeting and it really put some people out who had items on that agenda, etc.

**M/Bradford S/Bailer** to recess the meeting before the executive session. With no objection the meeting was recessed from 9:54 pm until 9:59 pm.

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

27. Performance Deed of Trust negotiation

28. Attorney update regarding PWSSC land disposal negotiation

29. Attorney update on Cordova Center

30. CCMC Financials

**M/Joyce S/Bradford** to go into executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government specifically: Hospital Finances, Performance Deed of Trust negotiation, Attorney update regarding PWSSC land disposal negotiation and Attorney update on Cordova Center.

Vote on motion: 6 yeas, 0 nays, 1 vacancy (seat E). Motion passes.

Council entered the executive session at 10:01 pm and reconvened the regular meeting at 10:46 pm.

**M/Joyce S/Bradford** to direct the City Manager to proceed as was discussed in the executive session regarding items 27, 28 & 30.

Vote on motion: 5 yeas, 0 nays, 1 absent (Bailer), 1 vacancy (seat E). Motion passes.

#### **R. ADJOURNMENT**

**M/Joyce S/Bradford** to adjourn. Hearing no objections the meeting was adjourned at 10:47 pm.

Approved: September 17, 2014

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



## Cordova Center Progress Update

# Memo

**To:** Mayor and City Council  
**CC:** Randy Robertson  
**From:** Rich Rogers, Cathy Sherman  
**Date:** September 10, 2014  
**Re:** Cordova Center Phase II Update – 17Sep Council Meeting

### SCHEDULE

- Capital Campaign 'Quiet' Phase July 17-September 19
- Capital Campaign 'Public' Kickoff Friday Sept 19<sup>th</sup> 5-7pm in the Cordova Center

### CONSTRUCTION

- DCI- Supt/PM/subsonsite 10-19Sep; slab map; thermal imaging; power wash; heat
- DCI- 7 initial mechanical submittals are in/under review (ventilator, humidifier, etc)
- DCI- recent schedule shows 3 week slippage; unacceptable; no notification
- DCI- will soon submit their 100% costs per 100% plans & Phase I Deficiency List
- MRV - onsite 12-13Sep
- MRV-w/Trinity; Cascadia 3 pane fiberglass window; 70 psf is challenge @ 12'x7' window
- City - CO #01 approved \$23K - Energy Saving low temperature coils in AHU; 7 sheets

### BUDGET

- **Estimated** balance as of 09-10-2014 \$56,166.75
- The balances of the available grants are:
  - EVOSTIC \$2,375,936.52
  - DCCED Legis Grant \$ 994,478.00
  - DCCED Legis Grant \$4,000,000.00
- Of the \$750,000 local & corporate goal, approx \$18,000 has been raised/pledged

### CAPITAL CAMPAIGN 'Get 'Er Done'

- Cordova Center Committee is monitoring the results of their efforts and plan to announce information about the Capital Campaign at the unveiling of the public portion of fundraising on **Friday, September 19<sup>th</sup> from 5-7 in the Cordova Center for a community event.**
- As a part of the Capital Campaign the Committee is beginning work on the storyboard for a **brief 90 second to 2 minute documentary** on the project as a tool for potential funders.
- The Committee decided to move forward with an **invitation to the Museums Alaska and Alaska Historical Society Boards for a Fall 2015 Conference.**
- **Quiet Campaign** involves asking lead donors to invest in the Campaign; includes asking Board members of Cordova Center partners to make a gift to the Campaign. This is in preparation for requests to Rasmuson Foundation and others who **require 100% Board giving.** The following table summarizes the results to date:

<b>2014 Cordova Center Capital Campaign</b>			
<b>Board/Committee</b>	<b># Members</b>	<b>Cordova Center Donors</b>	<b>Donor % of Membership</b>
Cordova Center Cmte	9	1	11
Cordova City Council	8	0	0
Cordova Chamber of Commerce Board	11	1	9
Cordova Arts & Pageants Board	9	3	33
Cordova Historical Society Trustees	7	2	29
Cordova Public Library Board	5	2	40
Friends of the Cordova Public Library	6	2	33
PWS Science Center Board	12	3	25
<b>Totals</b>	<b>67</b>	<b>14</b>	<b>21</b>

---- End of Memo----

This CO#01 Energy Saving Low Temperature Coils revision to the AHU Air Handling Unit will retain our heating system's flexibility for future adaptation to add either one or more GSHP Ground Source Heat Pumps, an air source heat pump, a seawater source heat pump, or an electric boiler. This change has been worked by the team for the last 4 weeks (pursuant to Council's exhortation to review the project's energy performance) and is strongly recommended by the City's Design Team, including MRV, Murray Mechanical Engrs, and Energy Analyst Jim Rehfeldt.

Dawson's cost for the change is \$23,181 and includes \$18,500 for mechanical, \$2500 electrical, and \$2181 for misc/contingency.

This change impacts an early DCI submittal for AHU that we need to return to them very quickly to avoid project delay.

Key comments from Design Team are provided below.

\*\*\*\*\*

Input from the Design Team:

Mech Engr Doug Murray, 08Sep14:

I think this is a smart investment whether or not the heat pump system (air, ground, or seawater) goes in now or 10 years from now. At least the 'hard' part (infrastructure) will be done within the building. Other interior heat pump system components will be needed in the future to complete the interior changeover such as thermal storage tank, heat pumps, related piping, and controls additions but all of those components will be contained within or around the Mechanical Room and are not needed for the heating system currently.

Doug Murray describes the mechanical changes, 04Sep14:

1. The changes are shown on the submitted drawings with a triangle with a 2 note. Plan changes were generally bubbled, schedules were not bubbled but were noted.
2. The AHU and TMB heating coils were changed to low temperature heating water. These coils will need to be resized by the manufacturer's representatives. See schedules.
3. A new pump P-10 was added to serve the Hot Water Tank heat exchanger, automatic valve 48 was eliminated. There is an electrical component to this change (manual starter). Heating was changed to directly feed off of the boilers loop. Control points added.
4. The two CV-1 convectors will need to be resized for low temperature heat.
5. The two CV-2 convectors were eliminated. CUH-1 Cabinet Unit Heaters were added in their place. There is an electrical component to this change (connection to the two CUH's, manual starters). Control points added, no diagram was added to controls drawing M803 but sequence was added (see spec page).
6. Pumps P-4A & B gpm changed slightly (same pump, different impeller).



7. Flowsetter and automatic valve flow rates changed.

8. Note; the heating piping sizes were NOT changed, the existing sizes worked for the slight flow increase.

Jim Rehfeldt, 02Sep14:

I have put together a quick energy analysis of the electric boiler and air source heat pump options.

#### Electric Boiler Energy Analysis

Assumption: Per Clay Koplin's projection of future surplus power availability:

- Interruptible power is available 15.5 weeks per year or 30% of the year. At that availability, it will supply 28% of the heating load.
- An energy analysis determined that the electric boiler offers a life cycle energy savings (over 25 years) of \$213,000.
- The installation costs will likely be less than \$213,000, but the total cost is not known until we find out the service requirements.

Based on the above, there is a high likelihood that an electric boiler will provide a life cycle savings.

#### Air Source Heat Pump Energy Analysis

Assumption: Air source heat pump sized for 50% of the peak heating load; supplies 90% of the annual heating load:

- An energy analysis determined that the air source heat pump offers a life cycle energy savings (over 30 years) of \$235,000.
- The installation cost will likely be less than \$235,000, but the total cost will depend upon if the electric service is large enough for the load.

Based on the above, there is also a high likelihood that an air source heat pump will provide a life cycle savings.

#### Summary

Both options are likely to be a good investment for the City. A full analysis will firm up the economic comparison. However, the following can be summarized from the energy analysis:

- Electric Boiler: A reliable heating system that offers nearly the same life cycle energy savings as the heat pump. But it converts only 28% of the fuel oil heat to renewable hydropower. The system is not without risk as the analysis is highly sensitive to the actual availability of surplus power over the next 30 years.
- Air Source Heat Pump: An upcoming technology new to Cordova. Offers a 90% conversion from fuel oil to renewable electricity. City will be required to accept an higher level of ownership and the risk associated with a new technology.

Paul Voelckers responds to R Rogers questions, 31Aug14:

1. You wrote that if we make these changes then future flexibility is retained, ie, to stay with 3 oil fired burners or perhaps change one or more to ground-source or air-source heat pump/exchanger. If we make these changes, will we be forced into future changes or will they be optional?

NO, JUST RETAINS OPTION. OIL-FIRED WORKS JUST FINE.

2. This design review just done by Murray etc.....please tell me again why it was not done one or 2 years ago....we came back to life last month after being dormant for 1.5 years, so something prompted the "review of heat transfer options".

THIS SUGGESTION FOLLOWED JIM REHFELDT'S BRIEF AUGUST ANALYSIS WHICH SHOWED THAT A GROUND SOURCE SYSTEM WAS FAR CLOSER TO COST-EFFECTIVE THAN 2-3 YEARS EARLIER. AIR-TO-AIR SYSTEMS, NOT YET STUDIED, WERE POTENTIALLY BETTER YET. THIS SUGGESTED THAT STEPS RIGHT NOW TO ALLOW THAT CAPABILITY WERE PRUDENT.

Paul Voelckers, 19Aug14:

Murray and Associates is finishing up work to identify changes to incorporate low-temperature heating coils in the Cordova Center mechanical system. Dawson will use this information to identify a price change, should the City switch to lower-temperature coils. This memo explains why that change is potentially attractive.

Currently, the building is designed with three oil-fired boilers which work in tandem to produce hot water for heating the building. Hot water is used in three areas, the first being in-slab radiant heat for the majority of occupied space. The second is to heat the air supplied by several air handlers in the building, with the heating accomplished using hot water coils in the air stream. The third is domestic hot water for use in lavs and showers.

There is a potential that Cordova Center may be able to use ground-source or air-source heat pumps in lieu of oil boilers to supply some of the building heating load. To do so, the water system that transfers the heat (to either slabs or air-handlers, above) needs to operate at a lower temperature, roughly 120 degrees F versus 180 degrees F.

This requires the use of somewhat larger coils and supply piping to the air handlers. If that switch is made now, while the air handlers are being purchased, future flexibility for heating choices can be maintained.

Related, the design team recommends that a study on the economic advantage of an air-to-air heat exchanger should be undertaken, with the possibility of replacing one or two of the oil boilers. This study would be performed by Jim Rehfeldt who is returning from vacation shortly. Jim will provide a cost proposal and timeline for this analysis for City review.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING CREATION OF A CITY BUILDING COMMITTEE TO ADVISE  
COUNCIL ON THE DISPOSITION OF OLD CITY BUILDINGS REPLACED  
BY THE CORDOVA CENTER**

**WHEREAS**, it is the City's intent to replace some of the older City buildings with a more energy-efficient Cordova Center; and

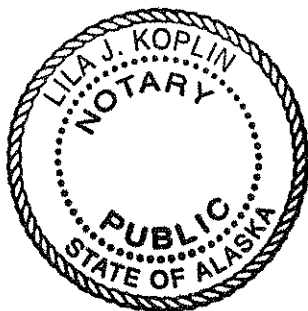
**WHEREAS**, the City will need to decide what to do with the older City buildings once the Cordova Center is complete; and


**WHEREAS**, the City Council supports creation of the City Building Committee to solicit public comment and discuss the disposition of the old City buildings; and

**WHEREAS**, the City Building Committee will consist of 8 members: two City Council members, one City employee, City Manager, Public Works Director, and three members from the public at large.

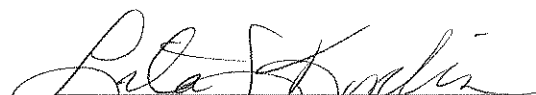
**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby authorizes creation of a City Building Committee to advise Council on the disposition of the old City buildings replaced by the Cordova Center.

**PASSED AND APPROVED THIS 20TH DAY OF AUGUST, 2008**



  
Timothy L. Joyce, Mayor

ATTEST:

  
Lila J. Koplin, CMC, City Clerk



**CORDOVA CITY BUILDINGS COMMITTEE MEETING  
JANUARY 12, 2009 @ 7:00 PM  
LIBRARY MEETING ROOM**

**MINUTES**

**A. CALL TO ORDER**

Chairman *David Reggiani* convened the City Building Committee Meeting at 7:25 pm.

**B. ROLL CALL**

Present were Chairman *David Reggiani*, *Dick Groff*, *Dan Logan*, *Don Sjostedt*, and *David Allison*. Also present was City Clerk *Lila Koplin*.

**C. APPROVAL OF AGENDA**

*M/Logan S/Groff* to approve the agenda of January 12, 2009. There were no additions or objections to the agenda.

**Vote on the Motion: 4 yeas, 0 nays, 3 absent (Hahn, Squires, Sherman). Motion carried.**

**D. APPROVAL OF MINUTES**

1. Minutes of 12/18/08 City Buildings Committee Meeting

*M/Sjostedt S/Allison* to approve the minutes of December 18, 2008.

**Vote on the motion: 4 yeas, 0 nays, 3 absent (Hahn, Squires, Sherman). Motion carried.**

**E. NEW & MISCELLANEOUS BUSINESS**

2. New information requested by the Committee

a. Cordova Public Works Department Interoffice Memorandum from Gary Squires regarding disposal of City buildings

b. Letter from NHawthorne Engineering regarding the review of City buildings dated July 12, 2004

c. Cordova Community Center site plan

d. Valuation of City buildings

e. Geotechnical survey (will be distributed at the meeting)

f. Picture of the 1964 tsunami damage (will be distributed at the meeting)

The items requested at the December 18, 2008 meeting were reviewed. Cathy Sherman was not present to discuss the Cordova Center site plan, the geotechnical survey, or the picture of the 1964 tsunami damage.

The valuations of the City Hall building and the Library/Museum building were reviewed by the committee.

*Reggiani* received a report from David Roemhildt, of Facility Contractors, on energy comparisons of all the City buildings. He provided a study of monthly fuel and electric bills and averaged the costs.

**Reggiani** explained that the Committee discussed options at the last meeting and now needed to discuss pros and cons for each option. The next step would be to take the options to the public for their comments.

The options are below:

**Option A: Sell Library/Museum Building; Retain City Hall Building**

Discussion:

It was suggested to sell the land and building and use the proceeds from the sale to relocate the Fire and Police Departments. There was concern that selling the Library/Museum building would not generate much revenue as it is so old and has little salvage value. The City would have to find someone who could use the building as it is currently designed. The City could possibly sell it by sections.

The City Building was felt to be in worse condition than the Library/Museum building, and because of its size and condition, moving it would be very difficult. Options for this building include leasing, storage, or demolish and use for parking lot.

City Hall Use Options:

- Lease Space
- Storage
- Demolish and develop for Cordova Center parking lot

**Option B: Sell Library/Museum and City Hall Buildings;  
Relocate Fire and Police departments**

Discussion:

It was suggested to separate the Fire and Police Departments and relocate the Police Department to the Hospital Basement with a garage back behind the hospital toward the apartments.

**Don Sjostedt** had talked with Paul Voelkers of MRV Architects regarding costs of fire and police stations, and the cost to build a police station at 5,000 square feet with 3-4 cells, is \$620/sf including engineering and design. Fire stations at 8,000 square feet run about \$550/sf to build.

The Committee felt that the City lot located at the corner of CRH and LeFevre was a good location for both police and fire services.

The Portion of the City lot located between Eagle Contractors and the City cemetery is also a good location but would require some excavating.

For the next meeting, the committee needs to know how much room the fire department needs for maneuvering fire trucks and equipment in and out of the station and which of the city properties would accommodate the required space. **Koplin** was directed to meet with the City Planner to look at other potential sites.

The Committee selected the following relocation options:

- First Street, current Library/Museum location
- Second Street, Memorial Park location
- Copper River Highway near cemetery
- Lefevre Street near old power plant

It was pointed out that Redden Net's current location is a perfect parking spot if the City wanted to move Redden Net to another location.

*Sjostedt* explained that the mechanical system in the City Building most likely needs to be upgraded. If the City Hall portion was demolished, a new system could be installed to service the fire and police departments.

The Committee decided to discuss pros and cons of the two options at the next meeting scheduled for January 19, 2009.

**G. AUDIENCE PARTICIPATION – None.**

**H. COMMITTEE COMMENTS – None.**

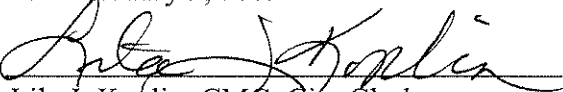
**I. ADJOURNMENT**

*M/Allison S/Sjostedt* to adjourn the work session.

**Hearing no objection,** Reggiani adjourned the work session at 8:20 pm.

Approved: February 9, 2009

Attest:

  
Lila J. Koplin, CMC, City Clerk



**CORDOVA CITY BUILDINGS COMMITTEE MEETING  
JANUARY 19, 2009 @ 7:00 PM  
LIBRARY MEETING ROOM**

**MINUTES**

**A. CALL TO ORDER**

Chairman *David Reggiani* convened the City Building Committee Meeting at 7:00 pm.

**B. ROLL CALL**

Present were Chairman *David Reggiani*, *Don Sjostedt*, and *David Allison*. Also present was City Clerk *Lila Koplin*. Due to lack of a quorum, the Committee proceeded in a work session.

**C. APPROVAL OF MINUTES – None.**

**D. NEW & MISCELLANEOUS BUSINESS**

1. Discuss advantages and disadvantages of Options A & B regarding Library/Museum Building and City Hall Building:

**Option A: Sell Library/Museum Building; Retain City Hall Building**

City Hall Use Options:

- Lease Space
- Storage
- Demolish and develop for Cordova Center parking lot

Advantages:

- Revenue generated from Library/Museum Building sale
- Selling Library/Museum Building will provide retail space on First Street
- Revenue Generated from leasing City Hall space
- Reduced operating costs
- No cost incurred for moving the police and fire departments

Disadvantages:

- Cost of demolition
- City competing with private industry by leasing building/office space
- Police and fire departments remain in tsunami zone
- Prime location used for City storage

Discussion:

It was clarified that “demolish” means to demolish the city hall portion of the building, not the police and fire portion.

*Sjostedt* does not support the City being involved in real estate or property management and prefers that the City turn the property over to a private entity to



make better use of it. There were concerns that nobody could afford to lease the building and afford the utilities. It would be difficult to sell a portion of the building. There would be a cost to move the utilities and mechanical equipment when demolishing the city hall side of the building.

*Sjostedt's* suggestion was to keep fire and police in their current location and tear down the city hall portion of the building for parking lot space. He does not feel the city hall portion has much value, and the parking will be valuable for the city center. The City should try to keep the different pieces of property that we will eventually move fire and police to. Fire and police should remain in their current location until funds can be raised to build a new building for them. There was consensus to amend Option B as follows:

**Option B: Sell Library/Museum and City Hall Building; Relocate Fire and Police departments**

Relocation Options:

- ~~First Street, current Library/Museum location~~
- Second Street, Memorial Park location
- Copper River Highway near cemetery
- Lefevre Street near old power plant

Advantages:

- Revenue generated from sales
- Police and Fire Departments out of tsunami zone
- First Street or Second Street provides a downtown location for Fire and Police Departments
- CHR lot has ample space
- LeFevre Street lot has good earthwork which will cost less to develop than the CRH lot
- Both LeFevre Street and CRH locations have multiple access routes in less congested traffic area

Disadvantages:

- ~~Selling only the Library/Museum Building and not the property would generate less revenue~~
- ~~Cost of demolition~~
- Selling City Hall Building doesn't address Cordova Center parking lot issue
- LeFevre Street lot is small, adjacent property would need to be purchased
- CRH location would cost more to develop and is on the shady north side of the hill

Discussion:

City offices, library and museum would move into the Cordova Center, a new energy efficient building. The old expensive buildings would be sold or

demolished. The library museum building would have to be moved in separate pieces. It was suggested to add Option C.

**Create Option C: Sell or Demolish Library/Museum Building and build Fire and Police Station in that location**

Advantages:

- Police and Fire Departments out of tsunami zone
- First Street provides a downtown location for Fire and Police Departments
- Higher value for City Hall lot, options to split up the lot

Disadvantages:

- Selling only the Library/Museum Building and not the property would generate less revenue
- Cost of demolition
- Not highest and best use of limited First Street property

2. New information requested by the Committee

- a. Cordova Community Center Site Plan
- b. Geotechnical survey
- c. Picture of the 1964 tsunami damage

Discussion:

**Reggiani** asked about the photo of the downtown area after the tsunami. It was unclear to him about the extent of damage into town. **Koplin** will talk with museum staff about better photos.

**Koplin** and **Reggiani** will work on getting comments together and preparing advertising for public hearing in the newspaper and around town. Public hearing was scheduled for February 9<sup>th</sup> at 7 pm in the Library Meeting Room.


**E. AUDIENCE PARTICIPATION – None.**

**F. COMMITTEE COMMENTS – None.**

**G. ADJOURNMENT**

The work session ended at 7:45 pm.

Approved: February 9, 2009

Attest:   
Lila J. Koplin, CMC, City Clerk



**PUBLIC HEARING  
CORDOVA CITY BUILDINGS COMMITTEE  
FEBRUARY 9, 2009 @ 7:00 P.M.  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

Chairman *David Reggiani* called the public hearing to order at 7:00 p.m.

**B. ROLL CALL**

Present were *David Reggiani, Dick Groff, Dan Logan, Don Sjostedt, Scott Hahn, Gary Squires, Cathy Sherman, and David Allison.*

**C. NEW & MISCELLANEOUS BUSINESS**

1. Take public comment on options regarding the old City Hall Building, Fire and Police Station, and the Library/Museum Building once the Cordova Center is complete.

*Reggiani* opened the floor to public comment.

*Tom Carpenter* of 501 Lakeview Drive, stated that he felt the Cordova Center was a good long-term idea for the City. He continued by stating that one of his big concerns was that the building be very efficient. He stated that at meetings in the past, he mentioned he would support the Cordova Center project if the City would get rid of the City Hall Building and the Library/Museum Building. He stated that he understands there is a concern regarding where to place the Fire and Police Station, but stated that he felt that should be left up to the respective Chiefs, the City Planner and the City Manager. He communicated that he felt the City should try to put as many of the things the City owns into one building in order to keep the costs as reasonable as possible.

*Mike Scott* of Saddlepoint, stated that he felt the Library/Museum Building should be torn down and turned into a parking lot.

*Marvin Van den Broek* of 118 South Second Street, stated that he did not like any of the options set out by the City Buildings Committee. He stated that he would like to see the City keep City Hall, the Fire Station and the Police Department in the City Hall Building and keep the Library/Museum Building. He stated that he did not want to demolish either building or incur any more debt for the City.

*Tom Bailer* of Whiskey Ridge Road, stated that he would like to see both of the buildings demolished.

**Dave O'Brien** of Ninth Street, stated that he would prefer the City to pursue Option B. He continued by stating that he is mainly concerned with parking in the downtown area.

**M/Logan S/Groff** to recess the meeting at 7:15 p.m.

Vote on motion: 7 yeas 0 nays. Motion carried.

The public hearing was reconvened at 7:20 p.m.

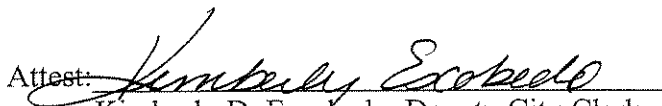
**Sherman** stated that she had a summary of a conference study and the business plan that examines the cost of running the buildings that had a projection time of three years. She stated that the City will basically start to break even on the costs of the Cordova Center after three years. **Jim Carpenter** asked how much the City will have to pay toward costs. **Logan** stated that the costs will be around \$1.5M for the \$21M building. He continued by stating that the construction of a Library/Museum and City Hall in any town in Alaska, it would cost approximately \$7M. **Sherman** stated that the City is committed to \$1.5M, but is looking to get the construction money from outside of town. She stated that the business plan is based on getting rid of the Library/Museum Building and the City Hall Building. **Carpenter** stated that the City is getting a state of the art building for five or six percent of the cost. He stated that if the property tax was increased, it wouldn't amount to even ten percent of the amount they were raised for the school bond. **Sherman** stated that there will be two new full time positions (one for building maintenance and one janitor) and one new half time position for the library. **Carpenter** asked how much grant money would be available to move the buildings or to build new ones. **Groff** stated that was unknown. He stated that the money was tightening up because the government decided that larger cities with many more people than Cordova should be getting the bulk of the money. He stated that they have to work a lot harder for grant money.

#### D. ADJOURNMENT

**M/Logan S/Sjostedt** to adjourn the meeting at 7:30 p.m.

Vote on motion: 7 yeas 0 nays. Motion carried.

Approved: February 23, 2009

Attest:   
Kimberly D. Escobedo, Deputy City Clerk



**CORDOVA CITY BUILDINGS COMMITTEE MEETING  
FEBRUARY 9, 2009  
IMMEDIATELY FOLLOWING THE 7:00 PM PUBLIC HEARING  
LIBRARY MEETING ROOM**

**MINUTES**

**A. CALL TO ORDER**

Chairman *David Reggiani* convened the City Buildings Committee Meeting at 7:30 pm.

**B. ROLL CALL**

Present were Chairman *David Reggiani*, *Dick Groff*, *Don Sjostedt*, *Scott Hahn*, *Gary Squires*, *Cathy Sherman* and *David Allison*. Also present was City Clerk *Lila Koplin*.

**C. APPROVAL OF AGENDA**

*M/Allison S/Groff* to approve the agenda.

**Vote on the motion: 7 yeas, 0 nays, 0 absent. Motion carried.**

**D. AUDIENCE COMMENTS REGARDING AGENDA ITEMS**

**Mayor Tim Joyce** advised the Committee to make sure they have included good public involvement during this process before making a recommendation to the City Council. **Dick Groff** replied there has not been good public involvement, and the public does not have enough information yet.

Tom Bailer asked if the City was aware of the costs to demo the buildings.

**E. APPROVAL OF MINUTES**

1. 01/12/09 Minutes
2. 01/19/09 Minutes

*M/Allison S/Sjostedt* to approve the minutes.

**Vote on the motion: 7 yeas, 0 nays, 0 absent. Motion carried.**

**F. NEW & MISCELLANEOUS BUSINESS**

1. Wrap-up from the public hearing and prepare a recommendation to City Council regarding the old City Hall, Fire and Police, and Library/Museum Buildings

The Committee agreed that they have not received adequate input from the public.

**Logan** explained that there are two types of input: 1. input from the public at large; and 2. input internally from representatives from the departments to be displaced—

the Library/Museum Director (present and on the Committee), police chief and fire chief.

*Allison* felt that this process is premature at this point and does not feel confident that the Committee will get much public input until they see ground breaking.

*Sherman* explained that she receives a lot of questions and concerns from the public about what the City plans to do with the old buildings once the Center is completed so she supports the process that the Committee is involved in. She reported to the Committee that she just returned from Washington, DC, and she is doing everything she can and is hoping to get the rest of the money this year so the City can get started in January 2010. Some of the funds already received will expire December 2010.

*Sherman* and *Logan* will go on the radio next week with JR to talk about the project and the Building's Committee and answer questions.

The Committee agreed to proceed with one option with some flexibility in order to draw out more people, hold another public hearing and make a recommendation based on the input from the second public hearing.

*M/Logan S/Sjostedt* to select Option B: Demolish or sell the City Hall portion of the City Building and the Library/Museum Building; leave the police and fire departments where they are until grant funding is secured for relocation

As part of this option, the Committee needs cost estimates for moving the utilities from the City Hall portion of the building to service the police and fire departments; consider asbestos tile in the City Hall portion during demolition; establish parking for the Cordova Center in old City Hall site; reduce costs; Centennial Building not sufficient for fire department.

It was suggested to install a small boiler for the police and fire departments rather than moving the boilers already in place and demo the City Hall portion of the building. The Centennial Building (library/museum) is newer and is in a prime location so selling it would be a viable option.

*M/Allison S/Sherman* to amend the motion to read: Select Option B: Sell Library/Museum Building; Demolish City Hall portion of City Building; Police and Fire Departments remain in place until grant funding is secured for relocation

**Vote on the motion to amend: 7 yeas, 0 nays, 0 absent. Motion carried.**

It was suggested to obtain more information before going back out to the public such as the cost to demo the City Hall building, move utilities, and hazmat materials abatement.

**Vote on the main motion as amended: 7 yeas, 0 nays, 0 absent. Motion carried.**

**Option B: Sell Library/Museum Building; Demolish City Hall portion of City Building; Police and Fire departments remain in place until grant funding secured for relocation**

Relocation Options:

- Second Street, Memorial Park location
- Copper River Highway (CRH) near cemetery
- LeFevre Street near old power plant

Advantages:

- Revenue generated from sales
- Police and Fire departments out of tsunami zone
- Second Street provides a downtown location for Fire and Police departments
- CRH lot has ample space
- LeFevre Street lot has good earthwork which will cost less to develop than the CRH lot
- Both LeFevre Street and CRH locations have multiple access routes in a less congested traffic area

Disadvantages:

- LeFevre Street lot is too small, adjacent property would need to be purchased
- CRH location would cost more to develop and is on the shady north side of the hill

The Committee scheduled another public hearing and meeting in two weeks, February 23<sup>rd</sup>, *Sherman* and *Logan* will discuss the preferred option on the radio next week, and *Reggiani* and *Koplin* will write the preferred option to advertise to the public.

## **G. AUDIENCE PARTICIPATION**

Tom Bailer encouraged the City to maintain some control over the use of the Centennial Building when it is sold so as not to have an unattractive use on First Street. He suggested that the City purchase a "billboard" similar to the school's for advertising meetings and events.

## **H. COMMITTEE COMMENTS**

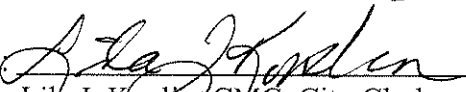
**Groff:** Encouraged the public to attend the next meeting and participate in the discussion.

## **I. ADJOURNMENT**

*M/Sjostedt S/Groff* to adjourn the meeting.

Hearing no objection, **Reggiani** adjourned the meeting at 8:35 pm.

Approved: February 23, 2009

Attest:   
Lila J. Koplin, CMC, City Clerk





**PUBLIC HEARING  
CORDOVA CITY BUILDINGS COMMITTEE  
FEBRUARY 23, 2009 @ 7:00 P.M.  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Chairman David Reggiani* called the public hearing to order at 7:00 p.m. on February 23, 2009 in the Library Meeting Room.

**B. ROLL CALL**

Present were *Chairman Reggiani*, Committee members *Dick Groff*, *Dan Logan* via teleconference, *Scott Hahn*, *Gary Squires*, *Cathy Sherman*, and *David Allison*. Also present were City Clerk *Lila Koplin* and Deputy City Clerk *Kimberly Escobedo*.

**C. PUBLIC HEARING**

1. Take public comment on the option selected by the Committee during the February 9th meeting regarding the old City Hall Building, Fire and Police Station, and the Library/Museum Building once the Cordova Center is complete.

*Reggiani* opened the floor for public comment.

*Jennifer Gibbons* of Browning Street, spoke on behalf of the Cordova Chamber of Commerce. She stated that the Chamber did not want to see the buildings torn down and they do not want to have the Library/Museum turned into a parking lot. She stated that they did not feel that would not be good for the character of Main Street or the opportunity for business on Main Street. She continued by stating that the Chamber felt that there should be a vision and a plan for how the downtown area is developed that incorporates business needs, business opportunities, public facilities and aesthetics. *Reggiani* asked if the Chamber is tied to the buildings specifically or could the lot be reused for something other than a parking lot. *Gibbons* stated that she did not think anyone at the Chamber was tied specifically to the buildings. As far as the vision and the planning goes, *Reggiani* asked if that was something the Chamber was going to take on. *Gibbons* stated they did not specifically discuss taking it up, but she stated that she felt that would be something the Chamber would be happy to take up or to be involved in.

*Chris Canaski*, Chief of Police, stated that all three of the locations that have been proposed for the new Police Department would be fine. He stated that he was concerned that the demolition of the portion of the City Hall Building while the Police Department was still located in the other part of City Hall would be a distraction and a problem for the Police Department. *Reggiani* asked if the relationship between the Police Department and the Fire Department is strong enough to share one building or, should

they be separated. *Canaski* stated that the departments have a direct working relationship with each other and he would like to see them stay in the same building.

*M/Allison S/Sherman* to recess for ten minutes.

Hearing no objections, the meeting was recessed at 7:12 p.m.

The meeting was reconvened at 7:22 p.m.

*Bret Bradford* of 402 Railroad Row, spoke in favor of relocating the Police Department and Fire Station onto the LeFevre lot as it is a more industrial section of town.

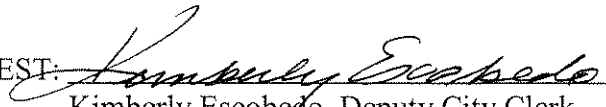
#### D. ADJOURNMENT

*M/Allison S/Squires* to adjourn the public hearing.

Hearing no objections, *Chairman Reggiani* adjourned the public hearing at 7:30 p.m.

APPROVED: March 18, 2009

ATTEST:

  
Kimberly Escobedo, Deputy City Clerk



**CORDOVA CITY BUILDINGS COMMITTEE MEETING  
FEBRUARY 23, 2009  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Chairman David Reggiani* called the Cordova City Buildings Committee meeting to order at 7:30 p.m. on February 23, 2009 in the Library Meeting Room.

**B. ROLL CALL**

Present were *Chairman Reggiani*, Committee members *Dick Groff*, *Dan Logan* via teleconference, *Scott Hahn*, *Gary Squires*, *Cathy Sherman*, and *David Allison*. Also present were City Clerk *Lila Koplin* and Deputy City Clerk *Kimberly Escobedo*.

**C. APPROVAL OF AGENDA**

*M/Groff S/Sherman* to approve the Agenda.  
Vote on motion: 6 yeas 0 nays. Motion carried.

**D. AUDIENCE COMMENTS REGARDING AGENDA ITEMS - None.**

**E. APPROVAL OF MINUTES**

1. Minutes of 2/9/09 public hearing
- 1.A. Minutes of 2/9/09 meeting

*M/Allison S/Squires* to approve the minutes.

*M/Groff S/Allison* to add "roof" to the minutes of the 2/9/09 meeting.  
Vote on amendment: 6 yeas 0 nays. Motion carried.

Vote on main motion: 6 yeas 0 nays. Motion carried.

**F. NEW & MISCELLANEOUS BUSINESS**

2. Report from *Squires* in re: Demo of City Hall

*Squires* stated that *David Roemhildt* inspected the mechanical and electrical systems of the buildings and offered a ball park figure of how much it would cost to demolish portions of the building while leaving the fire and Police departments in their present location. He stated that it would cost no less than \$100K and it could be as high as \$200K. He stated that based on his experience, he felt that a project of that nature would require an engineer's stamp as it is a public access building and would therefore he would add about 15% to 20% more to the costs. *Squires* stated that the boiler would have to be

moved. **Allison** stated the facility contractor with whom he met stated that the boiler from the pool would be adequate to handle the Police and Fire departments as well as the City Hall building. **Hahn** stated that the current budget allows for replacement of the boiler at City Hall, but they are thinking now that they may look at what it would take to get that heating capacity from the pool to City Hall and maybe use the money to purchase a boiler for Bidarki which was not funded, but requested. **Logan** asked if there was a market for renters of City Hall. **Hahn** stated that he felt there would be more of a market for renters at City Hall than for purchasers because of the economy. He continued by stating that he has had several people comment that they may have an interest in the future. **Logan** asked if there was no interest in renting, how much it would cost to keep the City Hall portion heated per year. **Hahn** stated that **Roemhildt** suggested that they could reduce the temperature of the boiler. **Hahn** asked **Squires** if there was a way to zone off that branch of City Hall so that it was a lower temperature. **Squires** stated that there was probably a way to move some of the plumbing around. Right now the zones go through the whole building, but he stated that it probably would not be too complicated to put in zones that could be controlled individually.

3. Wrap-up from the public hearing and prepare a recommendation to City Council regarding the old City Hall, Fire and Police, and Library/Museum Buildings

**Allison** stated that based on the public comment, he felt that the first order of business would be to try to sell or lease the Library/Museum building. With regard to the City Hall building, **Allison** stated he felt the City should lease the City Hall portion. If leasing the City Hall portion doesn't go well, he stated he would like to have it zoned off in order to save some cost while they are looking for funds to relocate the Fire and Police Departments. **Sherman** stated that in planning for the Cordova Center, they did look at that City Hall space as eventually being all the parking they would ever need for that facility. She stated that she felt it made sense to lease the City Hall portion while the whole process is going on if there is a market for it. **Groff** stated that parking was a big issue during the public testimony and he felt that everybody agrees that the Library/Museum building was not the place for a parking lot as it was on Main Street. **Hahn** stated that he agreed with **Allison**, but felt that if parking was critical, then the City should not sell the City Hall building. **Squires** stated that as far as he can tell, the demand for commercial property has all been on the South Fill and as such, the parking is diminishing in that area especially during fishing season. **Hahn** stated that he was worried that the City Council and the Planning Commission are going to sell off too much land and then there will not be enough parking for the harbor and the businesses located in that area. **Groff** stated that in **Squires'** first report, he mentioned that one of the largest water mains in town is located directly under City Hall and then directly in front of the building is the largest storm drain in town. **Logan** asked if he understood that there needed to be a little bit more parking on Main Street and wondered if the five or six parking spaces on the right side of the Library/Museum building could be reserved for public parking and then sell the other two buildings. With regard to City Hall, he stated that the City Hall building was going to be demolished sooner or later based on the master plan for the Cordova Center. He stated that it was his concern that the City would spend \$60K-\$80K over the next five year period keeping it heated with nobody in it and

then spend the money to tear it down. He continued by stating that he felt that the City Hall building should be demolished. **Hahn** stated that it might be cheaper to tear the entire building down rather than tearing down half the building. **Chris Canaski** stated that it might be beneficial to begin looking for funding now to move the Police and Fire Departments.

**M/Sherman S/Allison** to recommend the preferred option which is to sell the Library/Museum Building; to lease or demolish the City Hall portion of the City Hall Building; leave the Police and Fire Departments in place until grant funding is secured for the relocation; encourage Council to task the Planning and Zoning Commission with a trails and pathways vision; and task the Chamber of Commerce with a downtown beautification plan.

**Hahn** stated that he didn't agree with recommending the demolition of the City Hall building. He stated that he would rather recommend that they lease it or zone it cold and at the same time begin looking for money to move the Police and Fire Department facility elsewhere. **Reggiani** asked if it was **Hahn's** intent to amend the motion so that the goal is to relocate the Police and Fire Department and after that occurrence, demolish the entire City Hall building. **Hahn** stated that he would recommend that grants to move the Police and Fire Departments be secured and then tear it down and keep it for parking.

The maker (**Sherman**) withdrew the motion with concurrence of the second (**Allison**).

**M/Allison S/Sherman** to recommend the following to Council: 1) sell the Library/Museum building; 2) lease the City Hall building once the staff has been moved into the Cordova Center or zone it cold; 3) begin immediately searching for grants that can be secured to fund the relocation of the Police and Fire Departments; and 4) demolish the City Hall building once it is vacated in order to provide additional parking for the Cordova Center.

Vote on motion: 6 yeas 0 nays. Motion carried.

**M/Sherman S/Allison** that the committee also recommends the expressed need from the public for a master plan for trails and pathways and a master plan for a vision of development for the downtown area.

Vote on motion: 6 yeas 0 nays. Motion carried.

**Allison** suggested passing the minutes from the meetings onto the Council for their information.

## **G. AUDIENCE PARTICIPATION - None.**

## H. COMMITTEE COMMENTS

### 4. Committee's comments

*Allison* stated that he wanted to pass on his appreciation to the committee for volunteering their time and thank the public for their input. He continued by thanking *Reggiani* for being the chairman of the committee.

*Hahn* stated that when the Cordova Center project is completed, he felt that it would make a positive impact on the City.

*Groff* expressed his hope that the process ends in a decision because the public was concerned and he was happy that the City had made a concrete step forward.

*Reggiani* stated that it has been a pleasure working with everyone on the committee.

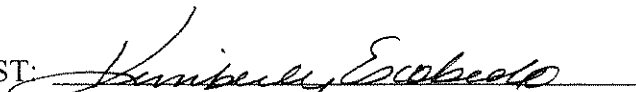
## I. ADJOURNMENT

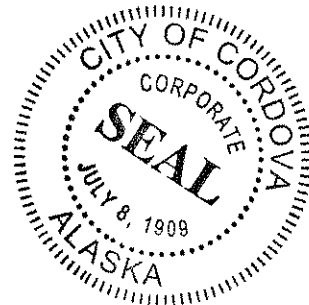
*M/Allison S/Sherman* to adjourn the meeting.

Hearing no objections, *Chairman Reggiani* adjourned the meeting at 8:15 p.m.

APPROVED: March 18, 2009

ATTEST:

  
Kimberly D. Escobedo, Deputy City Clerk



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## A MEMO FROM LILA KOPLIN, CITY CLERK

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DATE: March 12, 2009

TO: Mayor and City Council

CC: File

SUBJECT: Recommendation to City Council regarding old City Buildings

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The City Buildings Committee met during the months of December, January and February to discuss options to eliminate one City structure (the library/museum or city hall) after completion of the Cordova Center and the library museum and city hall employees have moved into the new building.

The Committee did select a preferred option and held public hearings on February 9<sup>th</sup> and 23<sup>rd</sup>. The recommended option is as follows:

1. Sell the Library/Museum Building;
2. Lease the City Hall Building once the staff has been moved into the Cordova Center or zone it cold;
3. Begin immediately searching for grants that can be secured to fund the relocation of the Police and Fire Departments; and
4. Demolish the City Hall Building once it is vacated in order to provide additional parking for the Cordova Center.

The Committee also selected relocation options for the Police and Fire Departments as follows:

1. Second Street, Memorial Park location
2. Copper River Highway near cemetery
3. LeFevre Street near old power plant

**Advantages:**

- Revenue generated from sales
- Police and Fire departments out of tsunami zone
- Second Street provides a downtown location for Fire and Police departments
- CRH lot has ample space
- LeFevre Street lot has good earthwork which will cost less to develop than the CRH lot
- Both LeFevre Street and CRH locations have multiple access routes in a less congested traffic area

**Disadvantages:**

- LeFevre Street lot is too small, adjacent property would need to be purchased
- CRH location would cost more to develop and is on the shady north side of the hill



He stated the Fire Department was already working on what the building would require.

- b. **Clay Koplín** of 6.5 Mile spoke regarding agenda item 32. He mentioned that he spoke with **Frank Avezac** regarding their business plan and business model. He stated he asked them to show round-trip where the gas was coming from, what is the cost from the ground, and what is the delivered cost to the consumer as well as all of the steps and costs in that supply chain. He pointed out that the \$3.65/gallon for fuel oil as referenced in the letter should be around \$2.50/gallon as the price is coming down right now. He encouraged Council to not approve the letter. He continued by stating that if it makes financial sense, to get a much clearer business plan of who is doing and paying for what and where the money is coming from or to let one of the more accessible cities with higher costs prove the concept and technology of the project. He stated that he felt there was not any rush to get the project done.
- c. **Margie Peterson** spoke regarding agenda item 18. She encouraged Council to be certain of what they were doing if they were going to exempt the sales tax on all home heating fuel.

### 3. Chairpersons and Representatives of Boards and Commissions

#### a. City Buildings Committee Report/Cordova Center Update

**Allison** reported that the City Buildings Committee met several times and came up with as much public comment as they could. He stated that the recommendation of the committee was to 1) sell the Library/Museum Building; 2) lease the City Hall Building once the staff has been moved into the Cordova Center or zone it cold; 3) begin immediately searching for grants that can be secured to fund the relocation of the Police and Fire Departments; and 4) demolish the City Hall Building once it is vacated in order to provide additional parking for the Cordova Center. **Mayor Joyce** stated that it would probably be wise to do as **Groff** stated and form a committee to attempt to find a location for the Police and Fire Department. **Allison** stated he agreed. **Dan Logan** presented Council with an update on the Cordova Center. **Logan** stated that funding was still at \$12.2M. He reported that they have been working with the lobbyist and with different delegations to determine in which capacity the Cordova Center fits best to receive grant money. He stated that USDA has a rural community facilities development grant that they are working toward. **Kallander** asked if they needed help writing grants. **Logan** stated that the challenge they are having is determining which grants coming from federal agencies best fit the project being worked on and which sources to target. **Kallander** stated that the Cordova Center is the number one priority for the community and thought it would be worth it to appoint someone to dedicate a serious amount of time working on grant writing. **Kallander** asked if **Logan** had heard anything pertaining to the representatives in Juneau and Washington being confused on what the number one priority for the City is. **Logan** stated that he heard some rumors pertaining to that last summer, but has not heard anything like that lately. He stated that if he did hear anything like that he would let Council know so that they can clarify their position. **Mayor Joyce** stated that they have made it very clear to the delegation that the number one priority to the City is the Cordova Center.

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

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DATE: September 10, 2014

TO: Mayor & City Council

SUBJECT: Resolutions 09-14-37 & 09-14-38

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Council approved Resolution 09-14-36 at the September 3, 2014 meeting. Staff advised that the wording of the resolution had not been seen or worked on by the City Attorney and therefore, resolutions remedying the language of that resolution might be forthcoming. Tonight, there are two resolutions which do exactly that. City Attorney Holly Wells drafted these and can be available to answer questions if necessary regarding these special election and bond resolutions. Resolution 09-14-37 calls the Special Election to be held on November 4, 2014 and then Resolution 09-14-38 authorizes the issuance of GO bonds and submits the question of such issuance to the voters at the November 4, 2014 Special election.

**Recommended motion:** move to approve Resolution 09-14-37 a resolution of the City Council of the City of Cordova, Alaska, calling a special election to be held in the city on November 4, 2014, for the purpose of submitting to the qualified voters of the city a proposition for the issuance of general obligation indebtedness to finance improvements to City of Cordova streets, and other matters to be determined by council

**Required Action:** Majority voice vote.

**Recommended motion:** move to approve Resolution 09-14-38 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City of Cordova to issue general obligation bonds in the principal amount of not to exceed \$2,000,000 to finance improvements to City of Cordova streets and to submit the question of the issuance of such debt to the qualified voters of the city at a November 4, 2014 special city election; and declaring the intent of the City of Cordova to reimburse original expenditures for city street improvements started after the date of this resolution but prior to the issuance of the general obligation bonds

**Required Action:** Majority voice vote.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 09-14-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
CALLING A SPECIAL ELECTION TO BE HELD IN THE CITY ON NOVEMBER 4,  
2014, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE  
CITY A PROPOSITION FOR THE ISSUANCE OF GENERAL OBLIGATION  
INDEBTEDNESS TO FINANCE IMPROVEMENTS TO CITY OF CORDOVA  
STREETS, AND OTHER MATTERS TO BE DETERMINED BY COUNCIL**

**WHEREAS**, the City of Cordova (the “City”) has determined that it is necessary to construct improvements to City streets quickly and in coordination with the State of Alaska Department of Transportation; and

**WHEREAS**, under the provisions of City Charter Section 6-1, the City may incur general obligation debt only when authorized by the Council and ratified by a majority of the voters of the City voting on the question; and

**WHEREAS**, the schedule for construction of street improvements may require that funding for the Project be authorized before the next regular City election in March 2015; and

**WHEREAS**, City Charter Section 10-9 provides that the council by resolution shall call a special election, and submit questions to the voters at the special election when it is called or later; and

**WHEREAS**, it is in the best interest of the City and its residents that a proposition to issue general obligation indebtedness be presented to the qualified voters of the City at a special election on November 4, 2014, to provide timely authorization of general obligation indebtedness for the Project.

**NOW, THEREFORE, BE IT RESOLVED THAT**

Section 1. A special election in and for the City is called for November 4, 2014, at which there shall be submitted to the qualified voters of the City (i) a proposition for the issuance of general obligation indebtedness of the City to finance improvements to City streets and (ii) other matters, if any, to be determined by the Council.

Section 2. The City Clerk is authorized and directed to prepare for and conduct the special election in accordance with the City Charter and Code.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF SEPTEMBER, 2014**

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

ATTEST:

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

**CITY OF CORDOVA, ALASKA  
RESOLUTION 09-14-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CITY OF CORDOVA TO ISSUE GENERAL OBLIGATION BONDS IN  
THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,000,000 TO FINANCE IMPROVEMENTS  
TO CITY OF CORDOVA STREETS AND TO SUBMIT THE QUESTION OF THE ISSUANCE OF  
SUCH DEBT TO THE QUALIFIED VOTERS OF THE CITY AT A NOVEMBER 4, 2014 SPECIAL  
CITY ELECTION; AND DECLARING THE INTENT OF THE CITY OF CORDOVA TO  
REIMBURSE ORIGINAL EXPENDITURES FOR CITY STREET IMPROVEMENTS STARTED  
AFTER THE DATE OF THIS RESOLUTION BUT PRIOR TO THE ISSUANCE OF THE  
GENERAL OBLIGATION BONDS**

**WHEREAS**, the City of Cordova, Alaska (“City”) Council passed Resolution 09-14-36, which authorized the City to issue general obligation bonds in the principal amount not to exceed Two Million Dollars but did not provide for reimbursement of expenditures occurring prior to the issuance of the bonds; and

**WHEREAS**, it is in the City’s best interest to provide for potential reimbursement of expenditures occurring before the issuance of bonds given the need to construct improvements to City streets quickly and in coordination with the State of Alaska Department of Transportation; and

**WHEREAS**, the City is a home rule city and under Section 11 of Article X of the Alaska Constitution may exercise all legislative power not prohibited by law or charter of the City; and

**WHEREAS**, Section 6-1 of the Cordova City Charter authorizes the City to issue general obligation bonds or other such evidences of indebtedness, but only when authorized by the council for capital improvements and ratified by a majority of the qualified voters of the City; and

**WHEREAS**, the Cordova Planning and Zoning Commission authorized Resolution 13-10 recommending a capital improvement list to the City Council which included One Million Dollars (\$1,000,000) for Street Repair and Improvements/Paving as one of the Commission’s top priorities; and

**WHEREAS**, the State of Alaska Department of Transportation’s Whitshed Road Improvement Project is scheduled to be completed during the 2015 construction season providing an opportunity for the City to coordinate street improvements with the state; and

**WHEREAS**, the City views the capital project authorized herein as necessary and beneficial to the community; and

**WHEREAS**, §1.150-2 of the Income Tax Regulations requires that the City timely declare its intent to reimburse original expenditures for costs of capital improvements with proceeds of tax exempt bonds so that the reimbursement will qualify as an expenditure of proceeds of the bonds.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

Section 1. It is hereby determined to be for a public purpose and in the public interest of the City to incur general obligation bonded indebtedness in the amount not to exceed Two Million Dollars (\$2,000,000) for the purpose of paying the cost of completing improvements to City streets.

Section 2. The City is authorized to borrow the sum of Two Million Dollars (\$2,000,000) to finance the capital project described in Section 1, and the borrowing shall be evidenced by the issuance of general obligation bonds of the City. The full faith and credit of the City are pledged for payment of the principal of and interest on the bonds, and ad valorem taxes upon all taxable property in the City shall be levied without limitation as to rate or amount to pay the principal of and interest on the bonds when due.

Section 3. This resolution is intended to preempt Resolution 09-14-36 and, in the event that Resolution 09-14-36 is inconsistent or conflicts with this resolution, this resolution applies.

Section 4. The City shall submit the following proposition to the qualified voters of the City at the November 4, 2014 Special City Election if such an election is held. The proposition must receive an affirmative vote from a majority of the qualified voters voting on the question to be approved.

**PROPOSITION NO. 1  
GENERAL OBLIGATION DEBT FOR IMPROVEMENTS TO CORDOVA CITY  
STREETS**

Shall the City of Cordova incur general obligation indebtedness in an amount not to exceed Two Million Dollars (\$2,000,000) for the purpose of paying the cost of improvements to City streets?

Section 5. The proposition, both for paper ballots and machine ballots, shall be printed on a ballot which may set forth other bond propositions, and the following words shall be added as appropriate and next to a space provided for marking the ballot for voting by hand or machine:

**PROPOSITION NO. 1**

YES ☐  
NO ☐

Section 6. Sections 1 and 2 of this Resolution shall become effective only if the proposition described in Section 4 is approved by a majority of the qualified voters voting on the proposition at the November 4, 2014 Special City election. The remaining sections of this Resolution shall become effective upon passage and approval.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF SEPTEMBER, 2014**

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

ATTEST:

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



# CITY OF CORDOVA

*Office of City Manager*

**TO:** Mayor, City Council  
**FROM:** Randy Robertson, City Manager  
**Re:** Dawson Construction Cordova Center Phase II Limited Notice to proceed Contract Amendment, Stage 2

**CMC 5.12.040 "Council approval of contracts" says:**

*No contract for supplies, services or construction which obligates the city to pay more than fifteen thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:*

- A. The identity of the contractor;*
- B. The contract price;*
- C. The nature and quantity of the performance that the city shall receive under the contract; and*
- D. The time for performance under the contract.*

I recommend the City amend the current contract with Dawson Construction, of Bellingham, Washington to authorize a Limited Notice to proceed for construction of the Cordova Center, Phase II, Stage 2.

The contract price is not to exceed a sum of Four Million Five Hundred Seventy-Eight Thousand, Seven Hundred, Fifty Two Dollars. (\$4,578,752). See attached Fiscal Note.

A summary of the nature and quantity of the performance the city shall receive includes mechanical and electrical subcontracts. (See attached memo from Dawson).

**Recommended action:** Voice Vote.

I move to approve Resolution 09-14-40.

Randy Robertson  
City Manager

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

**CITY OF CORDOVA, ALASKA  
RESOLUTION 09-14-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROVING A CONTRACT AMENDMENT WITH DAWSON CONSTRUCTION FOR  
A LIMITED NOTICE TO PROCEED FOR PHASE 2, STAGE 2 OF THE CORDOVA  
CENTER PROJECT FOR A SUM OF \$4,578,752**

**WHEREAS**, Dawson Construction is under contract with the City of Cordova for Phase 2 of the Cordova Center Project; and

**WHEREAS**, Dawson Construction has identified a scope of work for a Limited Notice to Proceed (Stage #2) with a scope of work that includes Interior Framing, Mechanical Rough-In and Electrical Rough-In (Ready for Drywall and other finishes); and

**WHEREAS**, funds have been identified for the costs of this Limited Notice to Proceed (Stage #2) from the Cordova Center Project Budget in the line item 'Construction'.

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby approves a contract amendment with Dawson Construction for a Limited Notice to Proceed (Stage #2) for Phase 2 of the Cordova Center Project for a sum of Four Million, Five Hundred Seventy-Eight Thousand, Seven Hundred, Fifty-Two Dollars (\$4,578,752); and

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

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF SEPTEMBER, 2014**

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

ATTEST:

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

## City of Cordova Fiscal Note

**Date: September 17, 2014**

**Agenda Date: September 17, 2014**

Amount: \$4,578,752	Subject: Cordova Center Limited Notice to Proceed Phase 2, Stage 2
Fiscal Impact: Yes	
Budgeted: Yes	Resolution 09-14-40
From Account#: Cordova Center Fund Balance	
To Account#: 426-402-70130	
Prepared by: J. Stavig	

<b>Expenditures</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>FY 2015</b>
Contractual		\$4,578,752	
Supplies			
Equipment			
Travel			
Land/Structure			
Grants			
Contribution	<b>FY 2013</b>	<b>FY 2014</b>	<b>FY 2015</b>
<b>Revenue</b>			
<b>Funding Source</b>	<b>FY 2013</b>	<b>FY 2014</b>	<b>FY 2015</b>
General Fund			
State/ Federal Grants		\$4,578,752	
Other			

### Additional Information

*Appropriating funds for Limited Notice to Proceed Phase 2, Stage 2*



September 10, 2014

Rich Rogers, PE  
Public Works Director & City Engineer  
City of Cordova  
PO Box 1210  
Cordova, AK 99574

ALASKA

907.247.1111 TEL  
907.247.1114 FAX

P.O. Box 7858  
4220 Cambria Drive West  
Ketchikan, AK 99901

WASHINGTON

360.756.1000 TEL  
360.756.1001 FAX

P.O. Box 30920 (98228)  
405 32nd Street, Suite 110  
Bellingham, WA 98225

dawson.com

Subject: Cordova Center Phase II –Phase and Funding Dates

Dear Mr. Rogers,

As requested, I have developed a schedule based on the 8 month construction period, which is the duration the GMP is based upon. In doing so I have been able to identify dates in which funding for each stage will be required (please see the attached schedule)

As shown on the attached schedule funding will be required for the following stages at or before the dates listed below.

**Stage 2-** will require funding approval on or by 9-17-14. Funding by this date provides minimal time to contract with subcontractors proceed with submittals and allocate materials in time for a Nov 1<sup>st</sup> start date. Subcontractors requiring funding include;

- Mechanical
- Electrical
- Fire Suppression

**Stage 3-** Funding approval will be needed on or by 10-1-14. As stated above this date provides minimal time to contract with subcontractors associated with stage 3, provide submittals and allocate materials to maintain the 8 month schedule. Subcontractors requiring funding include;

- Mechanical
- Electrical
- Fire Suppression
- Fire Proofing
- Tape and Painting
- Flooring
- Specialized operable openings

**Stage 4-** Requires funding approval by 11-5-14. Stage 4 includes long lead time equipment such as the Elevator, Kitchen Equipment, Theatrical finishes and seating. In addition to the long lead time of these items, submittal information will be required to properly prepare/prep for work taking place in prior phases. This Includes mechanical and electrical rough in of equipment, installation of backing for attachment and coordination of all impacted trades. Long lead items and subcontractors include;

- Mechanical
- Electrical
- Elevator
- Kitchen Equipment
- Theater Finishes and Seating

**Delay in funding can/will impact project startup, completion date and cost.**

Please contact me if you wish to discuss in more detail

Sincerely,

Chris Gilberto

**ALASKA**

907.247.1111 TEL  
907.247.1114 FAX

P.O. Box 7858  
4220 Cambria Drive West  
Ketchikan, AK 99901

**WASHINGTON**

360.756.1000 TEL  
360.756.1001 FAX

P.O. Box 30920 (98228)  
405 32nd Street, Suite 110  
Bellingham, WA 98225

dawson.com

Construction Timeline with Gantt



	Task Name	Start Date	End Date	Duration	Priority	Predecessors	Comments	Q3			Q4			Q1			Q2			Q3		
								Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1																						
2	Cordova City Center Phase II	07/17/14	06/30/15	299				Cordova City Center P														
3	Approved Stage #1	07/17/14	07/17/14	0	!			Approved Stage #1														
4	Limited NTP for Stage #1	07/18/14	04/23/15	240				Limited NTP for Stage #1														
5	contract with subcontractors	07/18/14	08/02/14	14																		
6	mechanical submittals	08/06/14	09/06/14	28			currently waiting on CO #1 and controls contractor criti															
7	procure long lead mechanical	09/08/14	11/27/14	70		6	critical path															
8	perform thermal imaging and mapping of slabs	09/10/14	09/25/14	14			see inspection schedule															
9	window replacement with specification	12/01/14	04/23/15	124			additional information required to set schedule- MRV															
10	install window for mock up / testing	12/01/14	12/04/14	4			additional information required to set schedule- MRV															
11	replace windows	04/01/15	04/23/15	20			additional information required to set schedule- MRV															
12	project mobilization	10/01/14	10/16/14	14			mobilization will be based on NTP of phase #2															
13	Approved Stage # 2	09/17/14	09/17/14	0	!		will be required to meet 10-1-14 start up															
14	NTP for stage #2 interior framing and rough in	09/18/14	02/04/15	120																		
15	contract with subcontractors	09/18/14	09/25/14	7		13																
16	stage #2 submittals and procurement	09/26/14	12/08/14	63																		
17	electrical submittals	09/26/14	10/28/14	28		15																
18	fire protection and suppression submittals	09/26/14	10/28/14	28		15																
19	strutural steel and rough carpentry submittals	09/26/14	10/28/14	28		15																
20	procure materials for NTP #2	10/29/14	12/08/14	35		17, 18,																
21	install structural steel	12/09/14	01/09/15	28		20																
22	install interior framing	10/17/14	12/13/14	50		12																
23	electrical rough in	11/10/14	02/04/15	75		22FS -																
24	mechanical rough in	11/10/14	02/04/15	75		22FS -																
25	AHU installation	12/04/14	12/15/14	10		7FS +	critical path															
26	fire protection rough in	11/27/14	01/23/15	50		22FS -																
27	Approved Stage #3	10/01/14	10/01/14	0	!		NTP needed to maintain 8 mth schedule															
28	NTP for stage #3 complete interior minus F&F	10/02/14	06/09/15	215																		
29	contract with subcontractors	10/02/14	10/09/14	7		27																
30	stage #3 submittals and procurement	10/10/14	01/15/15	84																		
31	stage 3 submittals	10/10/14	11/11/14	28		29																
32	procure materials associated with NTP #3	11/12/14	01/15/15	56		31																
33	install applied fireproofing	01/16/15	01/23/15	7		32																
34	install insulation	01/07/15	02/05/15	26		22FS +																
35	install HM jambs	01/15/15	01/20/15	5																		
36	install GWB/tape and paint	01/14/15	03/24/15	60		34FS -																
37	mechanical select finishes	02/26/15	04/01/15	30		36FS -																
38	electrical select finishes	02/26/15	04/01/15	30		36FS -																
39	install doors and hardware	03/26/15	04/11/15	15																		

	Task Name	Start Date	End Date	Duration	Priority	Predecessors	Comments	Q3			Q4			Q1			Q2			Q3		
								Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
39	install doors and hardware	03/20/15	04/17/15	19													■					
40	install glazing	04/12/15	04/22/15	10													■					
41	install coiling doors	04/22/15	04/27/15	5													■					
42	install folding panel partition	04/25/15	05/04/15	8													■					
43	install wall coverings excludes theater acustical treatments	04/27/15	05/07/15	10													■					
44	install finsih wood trim casework and counter tops minus materials B/O	05/11/15	06/08/15	25														■				
45	install toilet compartments, bath accessories and corner guards	06/01/15	06/09/15	8														■				
46	install signage, visual display boards and projection screens	05/23/15	06/01/15	8														■				
47	install acustical ceilings	03/20/15	05/05/15	40		36FS -											■					
48	install flooring	04/18/15	06/03/15	40													■					
49	Approved Stage #4	11/05/14	11/05/14	0	!												◆					
50	■ NTP for Stage #4 complete remaing F&F and exterior scope excluding civil work yet to be negotiated	11/06/14	06/30/15	203																		
51	contract with subcontractors	11/06/14	11/13/14	7		49						■										
52	■ stage #4 submittals and procurement	11/14/14	04/25/15	140																		
53	stage 4, submittals	11/14/14	12/16/14	28		51						■										
54	procure materials associated with NTP #4	12/17/14	04/25/15	112		53							■									
55	install elevator	04/27/15	05/07/15	10		54											■					
56	install kitchen equipment	04/27/15	05/19/15	20		54											■					
57	install ornamental metals	03/21/15	04/06/15	14													■					
58	install acustical treatments at theater	04/11/15	05/13/15	28													■					
59	install theater seating	05/14/15	05/29/15	14		58												■				
60	install fireplace	05/01/15	05/06/15	5													■					
61	complete electrical finishes	04/29/15	06/13/15	40		38FS +											■					
62	complete mechanical finishes	04/29/15	06/13/15	40		37FS +											■					
63	start up and testing	05/25/15	06/04/15	10		61FS -												■				
64	commissioning	06/06/15	06/22/15	14		62FS -													■			
65	punch list	06/09/15	06/25/15	15															■			
66	select exterior site finishes	04/24/15	06/25/15	54													■					
67	final completion	06/30/15	06/30/15	0																◆		

**CITY OF CORDOVA, ALASKA  
RESOLUTION 09-14-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,  
ALASKA AUTHORIZING THE CITY MANAGER TO ENTER INTO A  
DESIGNATED FUND AGREEMENT WITH THE ALASKA COMMUNITY  
FOUNDATION FOR THE PURPOSE OF CREATING A FUND TO RECEIVE  
CHARITABLE DONATIONS FOR THE CORDOVA CENTER CAPITAL  
CAMPAIGN**

**WHEREAS** the Cordova Center Committee has outlined a plan for conducting a capital campaign to raise funds for completion of the Cordova Center; and

**WHEREAS** the Cordova Center Committee recommends establishing a formal agreement with the Alaska Community Foundation for the purpose of receiving, recording, and tracking charitable contributions made to support completion of the Cordova Center; and

**WHEREAS** the Alaska Community Foundation is a professional organization with broad experience in managing such designated funds; and

**WHEREAS** the Alaska Community Foundation is contractually responsible for complying with all IRS reporting regulations and audit requirements on behalf of its fund designees; and

**WHEREAS** the City of Cordova will pay the Alaska Community Foundation a management fee for its services.

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Cordova, Alaska authorizes the City Manager to sign a fund agreement for the purpose of Cordova Center capital campaign fundraising.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF SEPTEMBER, 2014**

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

Attest:

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



## Designated Non-Endowment Fund Agreement

This agreement is made by and between the City of Cordova, ("Donor") and The Alaska Community Foundation, an Alaska nonprofit corporation ("ACF").

WHEREAS: ACF strives to respond to the changing needs of the Alaska community by building permanent philanthropic capital through individual, corporate and agency donations.

WHEREAS: the Donor desires to make a lasting contribution to the Alaska community by making a donation to ACF through use of a designated fund.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained in this Agreement, the parties agree as follows:

### **1. Creation of Fund.**

The Donor wishes to establish a non-endowment fund and has irrevocably assigned, conveyed, transferred and delivered to ACF, and ACF has accepted the initial gift of \$0 to be held by ACF, together with any other property ACF may subsequently, at any time, hold or acquire under this Agreement and all undistributed income from any such property, as a component fund for the uses and purposes, and subject to the terms and conditions, set forth in this Agreement.

The name of the Fund shall be the Cordova Center Fund ("Fund") of The Alaska Community Foundation ("ACF").

The Fund is subject to ACF's Gift and Fund Acceptance Policies, as amended from time to time, which are available upon request and are available on ACF's website.

### **2. Management of Fund.**

a. ACF shall hold, manage, invest and reinvest the Fund, collect the income, and pay and disburse grants from the Fund exclusively for general charitable uses and purposes, in accordance with the provisions specified in ACF's Amended and Restated Articles of Incorporation and Bylaws, which provisions are hereby incorporated by reference and conclusively assented to and adopted. Assets of the Fund may be commingled for purposes of investment with other assets of ACF. For purposes of this instrument, the term "charitable uses and purposes" is defined as all of those activities, uses, and purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, as from time to time amended ("Code").

b. ACF invests funds according to ACF's approved Investment Policy, as amended from time to time. ACF does not predict any particular result and does not guarantee any particular result related to investments.

### **3. Use of the Fund.**

a. ACF shall hold the Fund and make grants consistent with the charitable purposes of the beneficiary Agency or Agencies as identified by the Donor in Exhibit "A."

b. Grants to the beneficiary Agency or Agencies will be issued as per Exhibit "A."

c. Should the beneficiary Agency specified in Exhibit A recommend grants significantly in excess of the amount recommended by ACF per the spending policy of ACF or later indicate or exhibit such intent, ACF may, at its discretion, invest the funds in shorter term investments and apply a higher administrative fee to the Fund.

### **4. Administrative Expenses.**

ACF shall charge the Fund fees, including investment fees and management fees according to the current fee schedule. Fees differ based on the type of Fund. The current amounts to be charged against the Fund are set forth in ACF's Fee Policy, as amended from time to time, which is available upon request and is available on ACF's web site.

### **5. Fund as Component of The Alaska Community Foundation.**

The parties intend that the Fund shall be a component part of ACF, as defined In section 1.170A-9(f)(11) of the Income Tax Regulations, and that nothing in this agreement shall affect the status of ACF as an organization described in section 501(c)(3) of the Code and which is not a private foundation within the meaning of section 509(a) of the Code: This agreement shall be interpreted in a manner consistent with the foregoing intention and to conform with the requirements of the applicable provisions of the federal tax laws and any regulations issued under them.

The Fund is subject to the policies and procedures of ACF. Policies are available upon request or are available on ACF's website.

### **6. The Alaska Community Foundation in Good Standing.**

All transfers of property under this instrument are subject to the condition that ACF, as of the date of transfer, is classified in good standing by the Internal Revenue Service as an organization described in section 501(c)(3) of the Code and which is not a private foundation as defined in section 509(a) of the Code.

### **7. Governing Law.**

The Fund shall be administered in and under the laws of the State of Alaska, and this instrument and its validity shall be governed by and interpreted in accordance with the laws of the State of Alaska.

## **8. Variance Power.**

The ACF Board shall have the power, after reviewing the Articles of Incorporation of the Agency and dissolution provisions of the same and, as required by United States Treasury Regulations, to modify any restrictions or conditions on the distribution of funds for any specified charitable purpose or to specified organizations if, in the sole judgment of the ACF Board, (without the approval of any advisor, trustee, custodian or agent) such restrictions or conditions become, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or the area served. The ACF Board shall exercise this power consistent with the principal of maintaining, as close as possible, the original intent of the donor(s).

## **9. Confidentiality.**

All information about donors and prospective donors shall only be disclosed within the guidelines of ACF's Confidentiality and Conflict of Interest Policy, which is available upon request or is available on ACF's website.



IN WITNESS WHEREOF, the Donor and The Alaska Community Foundation have executed this Agreement on the date appearing below their signatures.

**DONOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title/Organization (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

**THE ALASKA COMMUNITY FOUNDATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT A**  
**DESIGNATED NON-ENDOWMENT FUND**  
**CHARITABLE PURPOSE**

**AGENCY OR AGENCIES TO RECEIVE GRANTS FROM THE FUND**

The Donor wishes the following Agency or Agencies to receive grants from the Fund 

The Donor recommends that grants from the Fund be issued as follows:

\_\_\_ Annual grants of \$ \_\_\_\_\_ until the fund is depleted; OR

\_\_\_ The beneficiary Agency may recommend a schedule for grant distributions or may request grants from the Fund as needed.

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

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DATE: September 9, 2014

TO: Mayor and City Council

SUBJECT: Filling Council Seat E vacancy

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Please see the Charter reference below. The charter section is somewhat vague as to the exact procedure, but in the past, there has been a nomination from the floor and then a vote is conducted. A majority voice vote of the remaining six (i.e. 4 yeas) will then be required to fill the seat. The duly elected candidate will occupy seat E until the next regular election which is March 4, 2015. Then on March 4, 2015, seat E will be up for election for a regular three year term (as it was up in 2015 anyway). In the event that there are multiple nominees, the City Attorney has advised that we use ballots to conduct the election.

Charter:

**Section 2-10. - Mayor and Council: Vacancies.**

The council, by majority vote of its remaining members, shall fill vacancies in the office of mayor and in its own membership, to serve for the unexpired terms or until the vacancies are filled at elections as provided herein; provided that, if the number of vacancies in the council is such that the council no longer has enough members to constitute a quorum, then the remaining members of the council shall appoint only the minimum number of council members required to enable the council to have a quorum.

If the office of mayor or council member becomes vacant prior to the filing period for the next regular election, and the unexpired term of such office extends beyond the time when the terms of the office to be filled at such election begin, then such vacancy shall be filled by the voters at such regular election for the unexpired term.

STAFF RECOMMENDATION: Move to nominate \_\_\_\_\_ to fill the vacancy in Council seat E until the next regular election on March 4, 2015.

REQUIRED ACTION: Majority (4) votes of remaining members of Council (6).

**From:** Stephen Phillips [mailto:stephen@cordovacomputers.com]  
**Sent:** Friday, September 05, 2014 4:59 PM  
**To:** Susan Bourgeois  
**Subject:** Letter of interest Council Seat E

Mayor James Kacsh and the City Council of the City of Cordova,

As a registered voter and resident of Cordova, I'd like to express my interest in serving on the council in seat E for the remainder of the term. As someone who grew up in Cordova and a father of three growing boys, I feel the council plays an integral role in building a future for our kids as well as a great place to live in the present. I would enjoy having the opportunity to serve on the council and help make Cordova even better.

Thanks,

Stephen Phillips  
Chief Executive Officer  
Cordova Computers LLC  
(907) 351 9447  
stephen@CordovaComputers.com  
www.cordovacomputers.com

Hello my name is Dan Reum and I would appreciate being nominated to fill the vacant seat for the remainder of the current term.

I am currently serving on the Cordova School Board, if serving on the two boards disqualifies me so be it.

I have lived in Cordova since the fall of 2010. I would like to be considered for this position on the council to gain experience in city government and to help where I can.

Thank you for the opportunity to join the Cordova City council. I have attached my resume for you to review as you consider other candidates for this council seat.

Dan Reum

September 7, 2014

Cordova City Council and Mayor Kasch,

I would be interested in serving on Council Seat E for the remainder of the term. Thank you for your consideration.

RECEIVED  
SEP 09 2014  
City of Cordova

Sincerely,



Robert Beedle

Attn. Mayor Kacsh & City Council.

I am interested in filling City Council Seat E.

I want to be more involved with our city government and feel that I have a lot to contribute, if I was elected to Council Seat E. I am a business owner in our community and represent a broad spectrum of our community members. I have past experience attending City Council meetings and am aware of the issues, that the City is dealing with and will be able to come up to speed quickly.

Thank you,  
Josh Hallquist

Statement of Interest  
City Council Seat E

RECEIVED  
SEP 10 2014  
City of Cordova

To Whom It May Concern:

Since I moved back to Cordova after graduating college, I have felt truly blessed that the place I call home is this town. There is so much to be thankful for here. When I was informed that EJ's seat had become vacant I thought that this could be a chance for me to give back to the community that I hold so dear. I don't know a whole lot about politics, but I learn quickly. I'm sure that there are plenty of experienced applicants to choose from, but I thought I would voice my interest on the chance that teaching the next generation of Cordovans was of importance. As a commercial gillnetter, a woman, and a caring citizen I would love to be apart of the formative process of Cordova's City Council.

Sincerely,



Hayley Hoover 9/10/14

Cell: 2063717856

Email: hhoover@pwssc.org



Adrian Smith  
POB 1376  
704 2<sup>nd</sup> Avenue  
Cordova, Alaska 99574

rec'd  
SB  
9/10/14

City of Cordova  
City Clerks Office  
Cordova, Alaska 99574

September 10, 2014

To whom it may concern,

Please let this stand for the record that I would like to be considered for the open position of City Council Member as advertised by your organization.

I am a 21 year resident of the state of Alaska with a bachelor of science in wildlife management from the University of Alaska at Fairbanks. I was employed first as an instructor at the the National Joint Electrical Apprenticeship then by Alaska Communications as a lineman, and finally by the International Brotherhood of Electrical Workers Local 1547 as a union representative until I moved to Cordova in 2012 where I am currently employed as the line foreman of Cordova Telephone Cooperative.

Thank you for your consideration and the opportunity to serve this unique community.

Fraternally,



Adrian Smith  
(907)429-2145  
adrian@ctcak.coop

## **Pending agenda:**

Capital Priorities List Meeting **Dec 3, 2014; Mar 4, 2015; June 3, 2015; Sep 2, 2015**

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

Staff quarterly reports in packets: **Oct 15, 2014; Jan 21, 2015; April 15, 2015; Aug 5, 2015**

## **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; John Bocci; 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  
September 2014; October 2014; November 2014

# September 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library	1  Labor Day City Hall Offices Closed	2  First Day of School for students	3  6:45 pub hrg LMR 7:00 reg mtg LMR	4	5	6
7 Jim Kallander memorial service and celebration of life CHS 2PM then Reluctant Fisherman following	8	9  6:30 P&Z LMR	10  7:00 Sch Bd HSL 7:00 Hrbr Cms CH	11	12	13
14	15	16	17  7:00 reg mtg LMR	18	19	20
21	22	23	24  7:00 Spec Sch Bd HSL	25	26	27
28	29	30				Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library

# October 2014

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

# November 2014

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

**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
<b>Mayor:</b> 3 years	<b>James Kacsh</b> <a href="mailto:Mayor@cityofcordova.net">Mayor@cityofcordova.net</a>	March 5, 2013	March-16
Council members:			
Seat A: 3 years	<b>Kristin Carpenter</b> <a href="mailto:CouncilSeatA@cityofcordova.net">CouncilSeatA@cityofcordova.net</a>	March 5, 2013	March-16
Seat B: 3 years	<b>Timothy Joyce</b> <a href="mailto:CouncilSeatB@cityofcordova.net">CouncilSeatB@cityofcordova.net</a>	March 4, 2014 March 14, 2013 August 2, 2012	March-17 filled vacancy appt to A
Seat C: 3 years	<b>Tom Bailer</b> <a href="mailto:CouncilSeatC@cityofcordova.net">CouncilSeatC@cityofcordova.net</a>	March 4, 2014	March-17
Seat D: 3 years	<b>Bret Bradford</b> <a href="mailto:CouncilSeatD@cityofcordova.net">CouncilSeatD@cityofcordova.net</a>	March 6, 2012 March 3, 2009	March-15
Seat E: 3 years	<b>vacant</b> <a href="mailto:CouncilSeatE@cityofcordova.net">CouncilSeatE@cityofcordova.net</a>		March-15
Seat F: 3 years	<b>David Reggiani, Vice Mayor</b> <a href="mailto:CouncilSeatF@cityofcordova.net">CouncilSeatF@cityofcordova.net</a>	March 5, 2013 March 2, 2010 March 3, 2009	March-16 1 yr trm
Seat G: 3 years	<b>James Burton</b> <a href="mailto:CouncilSeatG@cityofcordova.net">CouncilSeatG@cityofcordova.net</a>	March 5, 2013	March-16

**SCHOOL BOARD - ELECTED**

length of term		Date Elected	Term Expires
3 years	<b>Daniel Reum</b>	March 6, 2012	March-15
3 years	<b>Tammy Altermott</b>	March 5, 2013	March-16
3 years	<b>Peter Hoepfner</b>	March 6, 2012 March 3, 2009 March 7, 2006	March-15
3 years	<b>Sheryl Glasen</b>	March 4, 2014	March-17
3 years	<b>Barb Jewell, President</b>	March 5, 2013	March-16
3 years	<b>Bret Bradford (appointed, non-voting)</b>	April-14 April-13 August-12	March-15

**LIBRARY BOARD - APPOINTED**

length of term		Date Appointed	Term Expires
3 years	<b>Wendy Ranney</b>	April-13	November-15
3 years	<b>Shannon Mallory</b>	November-13	November-16
3 years	<b>Krysta Williams</b>	November-11	November-14
3 years	<b>Kay Groff</b>	December-11 January-09	November-14
3 years	<b>Mary Anne Bishop, Chair</b>	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	<b>Kristin Carpenter, President</b>		with Council office
3 years	<b>Tom Bailer</b>		with Council office
3 years	<b>Tim Joyce</b>		with Council office
3 years	<b>James Burton</b>		with Council office
3 years	<b>Bret Bradford</b>		with Council office
3 years	<b>vacant</b>		with Council office
3 years	<b>David Reggiani</b>		with Council office

## PLANNING AND ZONING COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	<b>Allen Roemhildt</b>	January-14	November-16
3 years	<b>Scott Pegau</b>	December-11	November-14
3 years	<b>John Baenen</b>	December-12	November-15
3 years	<b>Tom Bailer, Chair</b>	November-13	November-16
		December-11	
		November-08	
3 years	<b>Tom McGann</b>	December-11	November-14
		April-11	
3 years	<b>John Greenwood</b>	December-12	November-15
		November-09	
3 years	<b>David Reggiani</b>	April-13	March-14
		April-12	
		April-11	
		April-10	

## HARBOR COMMISSION - APPOINTED

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

## PARKS AND RECREATION COMMISSION - APPOINTED

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