

**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**  
Gabrielle Brown  
Sarah Hoepfner

**REGULAR COUNCIL MEETING  
OCTOBER 01, 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
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. Report from Fisheries Advisory Committee..... **(page 1)**
4. Student Council Representative

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

5. Ordinance 1121..... **(page 2)**  
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 – 2<sup>nd</sup> reading
6. Substitute Resolution 09-14-39..... **(page 5)**  
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 and 4, Block 8, Original Townsite and all improvements thereon with the Cordova Chamber of Commerce
7. Council's waiving of the right to protest the Liquor license change of location..... **(page 17)**  
for Tiny Wings, Inc. dba Anchor Bar Liquor Store
8. Council decision regarding 2014 Land Disposal Maps..... **(page 26)**
9. Council decision regarding disposal method of City owned property..... **(page 29)**
10. Record excused absence for Council member Bradford from the September 17, 2014 Regular Meeting.

**H. APPROVAL OF MINUTES**

11. Regular Meeting Minutes 09-17-14..... **(page 32)**

**I. CONSIDERATION OF BIDS - none**

**J. REPORTS OF OFFICERS**

12. Mayor's Report
13. Manager's Report
  - a. Cordova Center update report..... **(page 38)**
  - b. Finance Director report..... **(page 40)**
14. City Clerk's Report

**K. CORRESPONDENCE**

**L. ORDINANCES AND RESOLUTIONS**

- 15. Resolution 10-14-42..... (roll call vote)(page 45)**  
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 II of the Cordova Center project for a cumulative sum of \$8,693,523

**M. UNFINISHED BUSINESS**

- 16. Council election to fill vacancy of City Council Seat E..... (voice vote)(page 48)**

**N. NEW & MISCELLANEOUS BUSINESS**

- 17. Approval of Tideland Permit for Outfall Line and Seawater Intake Line..... (voice vote)(page 53)**  
for Northern Fish Alaska LLC, dba Prime Select Seafoods  
**18. Pending Agenda, Calendar, Elected & Appointed Officials lists..... (page 57)**

**O. AUDIENCE PARTICIPATION**

**P. COUNCIL COMMENTS**

- 19. Council Comments**

**Q. EXECUTIVE SESSION**

- 20. Performance Deed of Trust negotiation**  
**21. Cordova Center update / finances**  
**22. Settlement offer on longstanding City litigation**

**R. ADJOURNMENT**



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

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

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

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Hi, Susan:

You can report we met for initial discussions. There were about 20 members of the public present including Tim Joyce. Dave attended as a committee member. Bocci and Botz were absent, but Tommy Sheridan filled in for Jeremy. We'll be choosing another date soon.

Some items:

1. We'd like to request limited staff support, if possible (take minutes, copying, assist with data gathering regarding federal landings, fisheries business tax collection, etc.)
2. With Bocci gone indefinitely, we probably need to replace him with another fisherman. We don't have any fishermen names right now. Chelsea Haisman would like to join us for an at-large seat. I'm certain other members of the committee would welcome her input. Let me know if we need mayor/council approval?
3. As a result of yesterday's conversations, two question to council are: Is the Council looking to generate new revenue through this ordinance, or is this part of a larger evaluation of the city tax structure (i.e. sales, property tax, etc.)? If new revenue, is there a target amount (similar to the recent Revenue Committee work)?
4. If it would help, we'd like to invite the mayor to address our committee on this point (and anything else) at our next meeting.

Thanks,

--Torie

Alaska Sea Grant Marine Advisory Program University of Alaska Fairbanks Cordova

907 424 7542

[www.marineadvisory.org](http://www.marineadvisory.org)

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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 roll call vote on second 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:** City Council  
**From:** Planning Staff  
**Date:** 9/24/14  
**Re:** Lease for Lot 3 and 4, Block 8, Original Townsite

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## **PART I – GENERAL INFORMATION**

Requested Action: Approve Substitute Resolution 09-14-39  
Lot, Block, Survey: Lots 3 and 4, Block 8, Original Townsite  
Tax Lot Numbers: 02-060-772, 02-060-773  
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.

**9/17/14** – City Council referred this lease back to staff.

Staff has added several ‘Whereas’ statements to the Resolution which acknowledge the fair market value of the property and add the findings requested by Council.

In researching the property, staff discovered that the lease area should be for only lots 3 and 4, as opposed to 3, 4, and 5. This correction has been made to the resolution, memo, and lease document.

## **PART III – STAFF RECOMMENDATION**

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

## **PART IV – SUGGESTED MOTION**

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

**CITY OF CORDOVA, ALASKA  
SUBSTITUTE 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 AND 4, 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 Lots 3 and 4, Block 8, Original Townsite and all improvements thereon; and

**WHEREAS**, the fair market value of the lease is an annual rental rate of Twenty Three Thousand Four Hundred and Seventy Dollars (\$23,470); and

**WHEREAS**, the City of Cordova may lease property for less than the fair market value to a nonprofit organization if the lease permits a use that is beneficial to the City; and

**WHEREAS**, the Cordova Chamber of Commerce is a nonprofit organization whose mission is to support the economic development in Cordova by promoting and representing 143 member businesses at the local and State level; and

**WHEREAS**, the Cordova Chamber of Commerce develops programs that support destination marketing, meeting/conference marketing, and quality of life, including the community's long-standing free annual festivals such as the Shorebird Festival, Fourth of July Celebration, Iceworm Festival, and Christmas Tree Lighting; and

**WHEREAS**, these events and programs would not be possible without the support of the City in partnership with Chamber members and volunteers who contribute financially and in-kind throughout the year; and

**WHEREAS**, the City Council has determined that the Cordova Chamber of Commerce is beneficial to the City and 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, Alaska 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 1<sup>st</sup> DAY OF OCTOBER, 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 and 4, 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) annually ("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

## ATTACHMENT A

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

## ATTACHMENT A

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



## ATTACHMENT A

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.

ATTACHMENT A

**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: \_\_\_\_\_

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

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DATE: September 16, 2014  
TO: Mayor & City Council  
SUBJECT: Liquor License Location Transfer

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The Clerk's office has received notification that the following local establishment has applied for transfer of the location of their liquor license with the State Alcoholic Beverage Control Board. Police Mike Hicks and Finance Director Jon Stavig have been advised and their suggestions regarding whether or not Council should protest are attached hereto. The Clerk's office has opined that property-tax-wise, this owner is current on 2014 property taxes owing to the City.

License: Tiny Wings, Inc. d.b.a. Anchor Liquor Store

**Suggested motion:** move to waive Council's right to protest the ABC Board's approval of the location transfer request of Tiny Wings, Inc. d.b.a. Anchor Liquor Store Beverage Dispensary Lic. #62, from 207 Breakwater Ave to 201 Breakwater Ave.

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

Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## Transfer Liquor License

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

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

SECTION A - LICENSE INFORMATION			FEEs
License Year: <u>2014</u>	License Type: <u>Package Store</u>	Statute Reference Sec. 04.11.150	Filing Fee: \$100.00
License #: <u>62</u>			Rest. Desig. Permit Fee: (\$50.00) \$
Local Governing Body: (City, Borough or Unorganized) <u>Cordova, AK</u>	Community Council Name(s) & Mailing Address: <u>City of Cordova</u> <u>PO Box 1210</u> <u>Cordova, AK 99574</u>		Fingerprint: \$ (\$31.50 per person)
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <u>Tim Wings Inc</u>	Doing Business As (Business Name): <u>Anchor Liquor Store</u>	Business Telephone Number: <u>907-424-3262</u>	TOTAL <u>100.00</u>
Mailing Address: <u>PO Box 1429</u>	Street Address or Location of Premises: <u>201 Breakwater Ave</u> <u>Cordova, AK 99574</u>	Email Address: <u>Brooke@Graphicice.com</u>	Fax Number:
City, State, Zip: <u>Cordova, AK 99574</u>			
Is any shareholder related to the current owner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If "yes" please state the relationship <u>no owner changes</u>			
SECTION B - TRANSFER INFORMATION			
<input checked="" type="checkbox"/> Regular Transfer <input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application. Real or personal property conveyed with this transfer must be described. Provide security interest documents. <input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.		Name and Mailing Address of CURRENT Licensee: <u>Anchor Liquor Store</u> <u>PO Box 1429 Cordova AK 99574</u>	
		Business Name (dba) BEFORE transfer: <u>Anchor Liquor Store</u>	
		Street Address or Location BEFORE transfer: <u>207 Breakwater Ave</u> <u>Cordova, AK 99574</u>	
SECTION C - PREMISES TO BE LICENSED			
Distance to closest school grounds: <u>Over 1000 ft</u>	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.	
Distance to closest church: <u>over 1000 ft</u>	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality.	
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	



Alcoholic Beverage Control Board  
2400 Viking Drive  
Anchorage, AK 99501

## Transfer Liquor License

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

### SECTION D – LICENSEE INFORMATION

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

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

Name	Name of Business	Type of License	Business Street Address	State
Tiny Wings, Inc.	#61 Anchor Bar & Grill	Beverage Dispensary	207 Breakwater Ave. Cordova	Alaska

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

☐ Yes ☒ No If Yes, attach written explanation.

### SECTION E – OWNERSHIP INFORMATION - CORPORATION

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

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): <u>Tiny Wings Inc</u>		Telephone Number: <u>907-424-7022</u>	Fax Number: <u>—</u>
Corporate Mailing Address: <u>PO Box 1429</u>	City: <u>Cordova</u>	State: <u>AK</u>	Zip Code: <u>99574</u>
Name, Mailing Address and Telephone Number of Registered Agent: <u>Brooke Johnson</u> <u>PO Box 1429 Cordova AK 99574</u>		Date of Incorporation OR Certification with DCED: <u>11/1/12</u>	State of Incorporation: <u>AK</u>
Is the Entity in "Good Standing" with the Alaska Division of Corporations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, attach written explanation. Your entity <b>must</b> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

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

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
<u>Ell Johnson</u>	<u>President</u>	<u>25</u>	<u>1564 Apperson St</u> <u>McMinnville OR 97128</u>	<u>971-241-4886</u>	<u>3/26/76</u>
<u>Ben Johnson</u>	<u>Director</u>	<u>25</u>	<u>PO Box 263</u> <u>Cordova AK 99574</u>	<u>907-424-3262</u>	<u>7/17/82</u>
<u>Brooke Johnson</u>	<u>Secretary</u>	<u>25</u>	<u>PO Box 1429</u> <u>Cordova AK 99574</u>	<u>907-253-7100</u>	<u>11/19/78</u>
<u>Harry Harlow</u>	<u>Director</u>	<u>25</u>	<u>6042 Seaview Ave #303</u> <u>Seattle, WA 98107</u>	<u>—</u>	<u>3/13/76</u>



## Transfer Liquor License

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

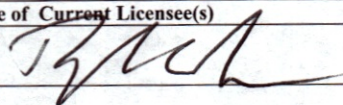
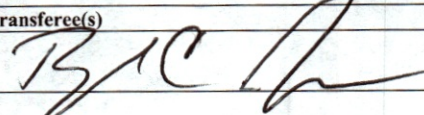

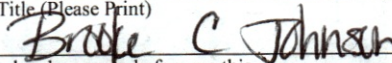
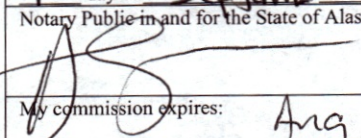
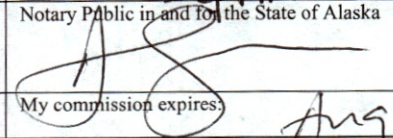
### SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

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

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

#### Declaration

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

<b>Signature of Current Licensee(s)</b> Signature 	<b>Signature of Transferee(s)</b> Signature 
Signature	Signature
Name & Title (Please Print) 	Name & Title (Please Print) 
Subscribed and sworn to before me this 15 day of September 2014	Subscribed and sworn to before me this 15 day of September 2014
Notary Public in and for the State of Alaska 	Notary Public in and for the State of Alaska 
My commission expires: Aug 27, 2016	My commission expires: Aug 27, 2016





STATE OF ALASKA  
ALCOHOL BEVERAGE CONTROL BOARD  
**Licensed Premises Diagram**

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

DBA: Ancho Liquor Store

PREMISES LOCATION: 201 Breakwater Ave #2+3

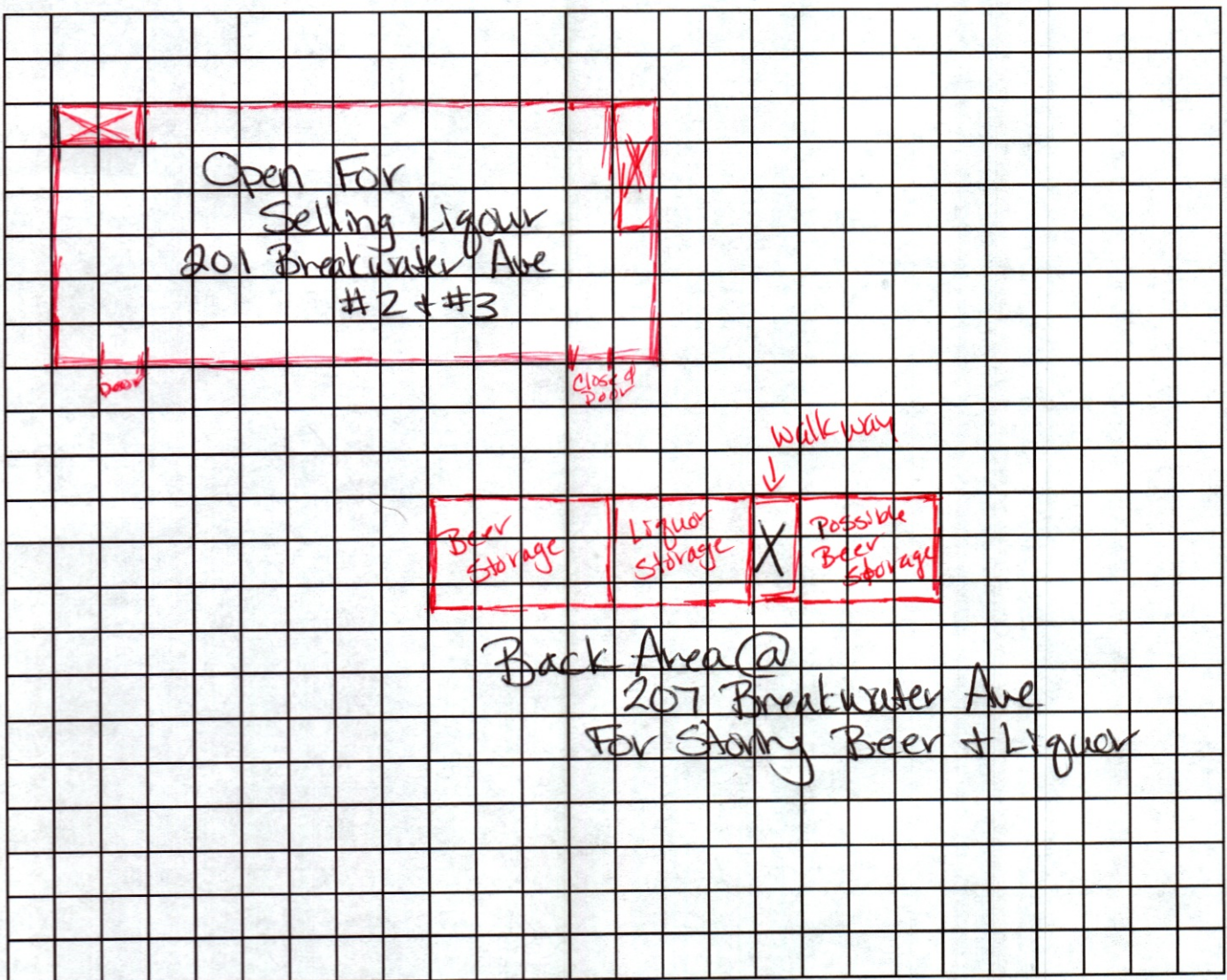
Indicate scale by x after appropriate statement or show length and width of premises.

SCALE A: X 1 SQ. = 4 FT.      SCALE B: \_\_\_\_\_ 1 SQ. = 1 FT.

Length and width of premises in feet:

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

**DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.**







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

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

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

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

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

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



Maxine Andrews  
Business Registration Examiner  
Direct line: 907-269-0358  
Email: maxine.andrews@alaska.gov

# CITY OF CORDOVA



To: Mayor and City Council  
Through: Robert E. Robertson, City Manager  
Subject: Tiny Wings, Inc. Liquor License Transfer of Ownership, Transfer of Location  
Date: September 24, 2014  
From: Jon K. Stavig, Finance Director

I have reviewed the status of Tiny Wings, Inc. dba Anchor Liquor Store License #62 as it relates to compliance with City Code pertaining to business license, sales tax and utility services.

From such review, I find no reason to protest transfer of ownership and transfer of location for this entity.

Respectfully,

Jon K Stavig  
Finance Director  
City of Cordova



## *Cordova Police Department*

Phone: (907) 424-6100 Fax: (907) 424-6120  
P.O. Box 1210 Cordova, Alaska 99574  
policechief@cityofcordova.net

September 25, 2014

Susan Bourgeois, City Clerk  
City of Cordova  
PO Box 1210  
Cordova, AK 99574

Re: Anchor Liquor Store, license #62

Dear Susan,

I do not oppose a transfer of the liquor license for the Anchor Liquor Store to its new location.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael Hicks'.

Michael Hicks  
Chief of Police

# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 9/25/2014  
**Re:** Disposal Status for a portion of Lot 13 Block 5 and a portion of Tract A, Odiak Park Subdivision

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## **PART I – GENERAL INFORMATION**

File No.: 02-373-450 & 02-072-842  
Zoning: Medium Residential and Parks and Open Spaces  
Requested Action: Change Disposal Status

## **PART II – BACKGROUND**

The Current owners (Anne and Ron Winters) of 925 Center Drive are in the process of selling their house. The completed as-built showed that the garage located at the rear of the property extends past their property lines. Currently there is 128 square feet of the building on Lot 13 Block 5 and 17 square feet on Tract A, Odiak Park Subdivision.

Currently Lot 13 is marked as a snow dump and Tract A is the property that surrounds Odiak Pond. Both of these lots are marked as unavailable on the land disposal maps. The land disposal maps and the definitions of the land disposal categories are a policy of the planning department and commission, they are not codified.

The policy developed in 2014 was to review property disposal request for “Not Available” properties at the commission’s annual review of the maps in January. This is a policy not code, the planner and chairman agreed that this request was time sensitive for the Winters. In order for the Winters to move forward, a decision needed to be made prior to January.

**9/25/14** – The Planning Commission held a Special Meeting and passed Resolution 14-05 (Attached following this memo).

M/Greenwood S/McGann to approve Resolution 14-05.

Upon voice vote, motion **passed** 5-0.

Yea: Bailer, Reggiani, Greenwood, McGann, Roemhildt

Nay: None

Absent: Pegau, Baenen

## **PART III. REVIEW OF APPLICABLE INFORMATION:**

At this meeting, the City Council needs to determine if a portion of these lots are available to be sold to accommodate the encroachment of the garage. The total square footage for the property is undetermined at this time.

Public Works has no issue with a portion of Lot 13 being sold as long as the portion sold does not limit/restrict access for snow dumping.

Parks and Recreation has no issue with the disposal of that portion of Tract A.

The current classifications of land disposals are:

1. Available – Available to purchase, lease, or lease with an option to purchase.
2. Not Available – The identified property is NOT available for sale. A response will be sent to the interested party stating that the parcel is not available for purchase. These parcels include protected watersheds, substandard lots, snow dumps and other lots used by the city.
3. Leased – These are lots currently leased to a business or government entity by the City and are not available during the lease term. There are leases that are short term renewing every two years and others are long term leases with substantial improvements on the property. At the end of the lease term the property becomes available for disposal.
4. Tidelands – All requests to purchase tideland will be reviewed by the Planning Commission as they are received. The Planning Commission will make a recommendation on disposing of the tidelands to City Council.

#### **PART IV. STAFF RECOMMENDATION:**

Staff recommends that City Council designate a portion of Lot 13 Block 5 and a portion of Tract A, Odiak Park Subdivision as Available as recommended by the Planning Commission in Resolution 14-05.

#### **PART V. SUGGESTED MOTION:**

"I move that a portion of Lot 13 Block 5 and a portion of Tract A, Odiak Park Subdivision be updated to Available and added to the 2014 Land Disposal Maps."

**CITY OF CORDOVA, ALASKA  
PLANNING COMMISSION  
RESOLUTION 14-05**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,  
ALASKA, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF CORDOVA,  
ALASKA THAT A PORTION OF LOT 13, BLOCK 5 AND A PORTION OF TRACT A, ODIK  
PARK SUBDIVISION BE UPDATED TO AVAILABLE AND ADDED TO THE 2014 LAND  
DISPOSAL MAPS**

**WHEREAS**, the City of Cordova's Planning Commission has determined that updating the 2014 Land Disposal Maps at this time to make a portion of Lot 13 Block 5 and a portion of Tract A, Odiak Subdivision to available is important to maintain consistency with land disposal process, and;

**WHEREAS**, the City of Cordova's Planning Commission has determined that a portion of Lot 13 Block 5 and a portion of Tract A, Odiak Subdivision should be designated as AVAILABLE on the land disposal maps in order to address encroachment issues, and;

**NOW, THEREFORE BE IT RESOLVED THAT** the Planning Commission hereby recommends that a portion of Lot 13, Block 5 and a portion of Tract A, Odiak Park Subdivision be updated to available and added to the 2014 Land Disposal Maps.

**PASSED AND APPROVED THIS 24<sup>TH</sup> DAY OF SEPTEMBER, 2014**

  
Tom Bailer, Chairman

ATTEST:

  
Samantha Greenwood, City Planner

# Memorandum

**To:** City Council  
**From:** Planning Staff  
**Date:** 9/25/2014  
**Re:** Disposal of a portion of Lot 13 Block 5 and a portion of Tract A, Odiak Park Subdivision

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## **PART I – GENERAL INFORMATION**

Requested Action: Disposal method and amount of property to dispose  
Lot, Block, Survey: A portion of Lot 13 Block 5 and a portion of Tract A, Odiak Park Subdivision  
Parcel Numbers: 02-373-450 & 02-072-842  
Zoning: Medium Residential and Parks and Open Spaces  
Attachments: Letter of interest

## **PART II – BACKGROUND**

We have received a letter of interest from the Winters (Attached following this memo). The Winters, whose property is located at 925 Center Drive, are in the process of selling their house. The completed as-built shows that the garage located at the rear of the property extends past their property lines on to City Property. Currently there is 128 square feet of the building on Lot 13 Block 5 and 17 square feet on Tract A, Odiak Park Subdivision. There is no building permit on file for the garage.

**9/25/14** - The Planning Commission held a Special Meeting and passed the following motion:

**M/Greenwood S/McGann** to recommend to City Council to disposal of a portion of Lot 13 Block 5 and a portion of Tract A, Odiak Subdivision which will meet all required setbacks of the medium residential zoning district by direct negotiate.

Upon voice vote, motion **passed** 5-0.

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

**Nay: None**

**Absent: Pegau, Baenen**

This recommendation allows the Winters to purchase the land necessary from the City to have a fully conforming lot. All setbacks will be met. The Planning Commission gave a recommendation to staff for the approximate area required to meet the setbacks.

## **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 dispose of the property as described by direct negotiation (Method 1).

#### **PART V – SUGGESTED MOTION**

“I move the City Manager dispose by direct negotiation with Anne and Ronald Winters a portion of Lot 13 Block 5 and a portion of Tract A, Odiak Park Subdivision which will meet all required setbacks of the Medium Residential Zoning District.”



**From:** [Ronald Winters](#)  
**To:** [Sam Greenwood](#)  
**Subject:** Purchase of city property  
**Date:** Saturday, September 20, 2014 11:41:01 AM

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Sirs: We would like to request that you consider allowing us to purchase a small portion of Lot 13 Block 5 and a small portion of Tract A Odiak subdivision. We are in the process of selling our property and the as-built survey indicates that our garage is encroaching on City property. We would like to remedy this problem by purchasing a portion of the two city lots affected. Thank you for your consideration. Ron & Anne Winters

**CITY COUNCIL REGULAR MEETING  
SEPTEMBER 17, 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 17, 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*, *Dave Reggiani* and *James Burton*. Council member *Bret Bradford* was absent. Also present was City Clerk *Susan Bourgeois* and Finance Director *Jon Stavig*.

**D. APPROVAL OF REGULAR AGENDA**

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

*Reggiani* asked if we could have the executive session regarding Cordova Center finances before considering agenda item 14. *Mayor Kacsh* opted to make agenda item 14 now agenda item 22.

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

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

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

**1. Guest Speaker – Duane Hoskins, DoT**

*Mr. Hoskins* gave an overview of federal funding over the years as it relates to highway funding and state projects. His role is to steer projects towards funding, primarily through the STIP process. MAP-21 is the current federal funding program that is in place. Unfortunately, it is not a friendly program especially for rural Alaska communities and projects. This program is set to expire at the end of September 2014. However, usually these programs are carried over with continuing resolutions. The change to MAP-21 was particularly bad for Alaska because exemptions based on population have been removed as well as exemptions relating to the AMHS were removed. *Hoskins* discussed Cordova projects: Whiteshed Rd bike and pedestrian path is scheduled for 2015 but it is marked as illustrative, meaning it's just a holding place. It wasn't removed from the STIP but it's in a holding pattern until we can find the funds for it. MP 36 bridge, bridge #339, because of its high dollar amount (more than \$50million), it is out as beyond 2015; but if it stays on the list, projects can be completed with other funding, such as GO bonding. Whiteshed Road asphalt repairs project comes in as a preventative maintenance project, on the list to get done in 2014. Deep culverts project – for Whiteshed Road will also get done – on list for 2016. *Hoskins* mentioned that M&O is based in Valdez, construction is based in Fairbanks – he mentioned that we should contact them with concerns, etc.

**2. Audience comments regarding agenda items**

*Jennifer Gibbens* was wearing her “Chamber of Commerce” hat and was glad to see information about the Alaska Community Foundation and meeting notes from 2009 discussing what to do with the Library/Museum building upon completion of the Cordova Center. She reiterated that the Chamber has consistently encouraged City Council to encourage the pedestrian and retail character of Main Street. Thanked the staff regarding the Chamber lease, they made it really easy.

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

*Carpenter* said HSB has a special meeting tomorrow at noon to talk to *Susan Humphrey-Barnett* about EMR. Next week on 9/24/14 two candidates will come in for interviews, as well as one local applicant – so three interviews and she was soliciting Council members/ HSB members to attend if at all possible.

*Bailer* said that P&Z met and there's a resolution in front of Council tonight that they passed. Next meeting they will start prioritizing roads for chip-sealing/paving, etc. *Joyce* asked if they would be including staff input

on the prioritization, i.e. public works. **Bailer** said that staff would bring them information but it was a good way to get as many people's opinions on the topic. **Joyce** said he figured that staff had a pretty good handle on it already as they work on those roads all the time. That is a work session scheduled for Wednesday September 24 at 6:30 pm in the Library.

**a. P&Z Resolution 14-04**

Student Council member **Gabrielle Brown** was present and reported that Student Council elections run the calendar year so the same representatives will be attending Council meetings this fall; **Sarah Hoepfner** and herself. There's an awesome student council this year, they hope to get a lot done; had a program of work meeting already. **Mr. McGreavy** is their new advisor, High School history teacher. There's an all-school game night on Monday and then a pep assembly and spirit week.

**G. APPROVAL OF CONSENT CALENDAR**

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

4. 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

5. Council decision regarding property disposal

~~6. 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~~

Vote on Consent Calendar: 5 yeas, 0 nays, 1 absent (Bradford), 1 vacancy (seat E). Burton-yes; Joyce-yes; Carpenter-yes; Bailer-yes and Reggiani-yes. Consent Calendar was approved.

**Mayor Kacsh** said that item 6 will be moved to after item 15.

**H. APPROVAL OF MINUTES**

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

7. Public Hearing Minutes 09-03-14

8. Regular Meeting Minutes 09-03-14

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

**I. CONSIDERATION OF BIDS**

**J. REPORTS OF OFFICERS**

9. Mayor's Report – **Mayor Kacsh** said he had nothing to report.

10. Manager's Report – **Stavig** said in **Robertson's** absence he had nothing except for **Rich Roger's** and **Cathy Sherman's** Cordova Center report in the packet.

**a. Cordova Center update report**

**Reggiani** asked what Council's role is regarding change orders, etc. **Rogers** said anything above \$25K would need Council approval. **Reggiani** clarified that Council has approved a budget, appropriated that amount of money so within that amount staff was good, anything beyond that amount would need further Council action.

**Rogers** and **Sherman** agreed. **Bailer** asked questions about some of the details, gas fireplace, wood flooring – he wondered if these were not to be discussed by Council. **Rogers** said Dawson has said there are some ideas regarding value engineering – we haven't heard the details yet, we're not ready yet for that. **Bailer** wants to know who makes those decisions. **Rogers** said for visibility – the mechanism in place for these decisions is the Cordova Center Committee; he'll be briefing them weekly. **Sherman** said the committee chairs can report to Council if necessary; and she and **Rogers** will include a report like tonight's in all Council packets. **Rogers** said change orders can be brought forward by any of the three parties: the contractors, the architect or the owner's group (we are all part of this). **Carpenter** said there seem to be questions about finishes and value engineering – we would welcome council members and any others to come to those meetings to give input. She opined that it might be considered "micromanaging" to try to get those details accomplished at this table.

**Joyce** agreed that our role here is more of the big picture not micromanaging and getting down into the weeds.

It would be appropriate to get that input to the manager or to the committee. **Bailer** said he thinks wood floors are going to be a high maintenance item. These things need to be discussed and he's not comfortable being a council member that is totally cut out of the financial loop here. **Joyce** understands where **Bailer** is coming from – he thinks as a citizen **Bailer** should attend these Cordova Center Committee meetings or talk to the City Manager or others and point these things out. **Bailer** said in reading through the specs he was glad to see that the insulation was increased to R52 in the ceilings.

11. City Clerk's Report - **Bourgeois** said she didn't have anything urgent to add tonight.

a. 2009 City Building Committee compilation of resolution/memo/minutes/report, etc.

## K. CORRESPONDENCE

## L. ORDINANCES AND RESOLUTIONS

12. 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

**M/Reggiani S/Burton** 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.

**Joyce** said this resolution is just authorizing the Special Election.

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

13. 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

**M/Reggiani S/Burton** 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.

**Reggiani** said this was cleaned up by the attorney and she added the capture of the expenditures that might occur before the bond is obligated which he thought was a good idea.

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

15. 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

**M/Carpenter S/Joyce** to approve 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.

**Carpenter** said we had heard from **Kandace Winkler** in August and the committee said this would be a good vehicle for tracking, organizing the donations. The company knows well how to manage these things.

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

**15a. (6.)** 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

**M/Reggiani S/Bailer** to approve 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.

**Reggiani** said he pulled this to have a discussion about several layers of thought he's had about this. For clarification, he said that a clerical correction needs to be made regarding whether it's \$1/year or \$0.20 per year. He doesn't have a problem with leasing for below fair market but he believes Council should clearly state for the record why they have chosen to do so. Also, on the accounting side, he would like it known that this would be an in-kind contribution through our budgeting. **Joyce** said he agrees that it is incumbent upon Council to state the reasons why it would dispose of property for less than fair market value. **Bailer** asked what percentage of the Chamber's budget the City contributes. **Joyce** said it was \$85K last year but he didn't know what percent of their budget that was.

**M/Joyce S/Bailer** to refer to staff to make the edits as discussed and bring this back.

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

## **M. UNFINISHED BUSINESS**

### **16. Council election to fill vacancy of City Council Seat E**

Letters of interest were received from: Stephen Phillips, Dan Reum, Robert Beedle, Josh Hallquist, Hayley Hoover, Adrian Smith

**Bailer** nominated **Robert Beedle** to fill the vacancy in Council seat E.

**Joyce** nominated all of those who submitted letters to serve in Council Seat E: Stephen Phillips, Dan Reum, Robert Beedle, Josh Hallquist, Hayley Hoover, Adrian Smith.

**Carpenter** said she was going to nominate Hayley Hoover so that she could be another female voice to represent 50% of the population; and because she is the only one nominated who is here tonight and because if a young person shows an interest to get involved in this way we should take advantage of that to help along the next generation of leaders. **Joyce** said in an effort to provide full disclosure, he contacted 3 of the individuals because he did not know them. Those three were **Stephen Phillips**, **Hayley Hoover** and **Adrian Smith**. To follow that up, he said it takes four votes to elect someone to this position. He thought it would be appropriate to do a secret ballot and in case no one receives four votes, then to vote again on the 2 high vote getters. **Joyce** said he was very pleased to see six individuals interested and with elections in March he hopes to see this kind of turnout again. Also, he said that there will be some seats opening up on some boards and commissions which is always a good chance for people to get their feet wet as far as the workings of City government, etc. **Reggiani** asked the Clerk if **Dan Reum** was allowed to be on both School Board and City Council. **Bourgeois** said she had discussed this with **Holly Wells**, **City Attorney** and it was determined that he could be on both Council and School Board simultaneously; nothing in Code, Charter or Statute precludes it. She went on to say that it would be smart for such an individual to be mindful of conflicts of interest that might arise during school funding issues that come before Council. **Bourgeois** asked for a short recess so she could get the City Attorney on the line to walk them through this process. **Bourgeois** said there were 2 issues that had arisen; the idea of paper ballots and the idea of secret ballots. She said paper would certainly be used in order to not affect the outcome of the voters who heard the vote of those who came before them. However, whether or not to disclose how each Council member votes (i.e. secret or open) was a decision that Council could make by motion, but **Wells** had an opinion on this that should be heard.

**M/Reggiani S/Bailer** for a 5 minute recess. Hearing no objection the meeting was recessed from 8:41 pm until 8:43 pm.

The meeting was called back to order and **Wells** was now present via teleconference. **Wells** said she could argue that it would be ok to vote secret ballots. It was the choice of Council's. Council concurred that all present were ok with putting their names on the ballots.

**M/Joyce S/Burton** to vote open ballots on the nominated individuals and to revote the 2 high-vote getters if there is not a clear winner after the first vote.

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

Ballots were voted and read aloud by the Clerk.

The Clerk declared that **Hayley Hoover** had received 3 votes (Joyce, Carpenter & Burton) and **Robert Beedle** had received 2 votes (Reggiani & Bailer) therefore, there was no winner but there were 2 high-vote getters. **Joyce** offered his opinions again as to why he voted for **Hoover**; **Bailer** and **Reggiani** said why they each voted for **Beedle**.

Council voted again and the result was the same: **Hayley Hoover** received 3 votes (Joyce, Carpenter & Burton) and **Robert Beedle** received 2 votes (Reggiani & Bailer). **Wells** opined that Council should move to either have one more round of advocacy or to leave it vacant until a future meeting.

**M/Carpenter S/Joyce** to leave the seat vacant until the next regular meeting in hopes that when all 6 are present, we can take up these two candidates again.

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

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

### **17. Pending Agenda, Calendar, Elected & Appointed Officials lists**

**Reggiani** said that it should be time for Council to evaluate the City Clerk and the City Manager. **Joyce** said budget is upcoming and he'd like to receive a preliminary budget which is usually in October. **Joyce** asked the Mayor to maybe get with staff to come up with a schedule.

**Reggiani** also asked for a budget schedule and would like to see the budget kicked off with a meeting concerning priorities to be discussed with the City Manager. **Bailer** opined that when these priorities are discussed, he hopes that they are clearly written into the record for future use.

**Greenwood** mentioned that a FEMA new flood map is out and there is a public meeting about that on Tuesday September 23, 6:30 in the City Hall Conference Room. On September 24, P&Z will meet in a work session at the Library Meeting Room to discuss street priorities.

## **O. AUDIENCE PARTICIPATION - none**

## **P. COUNCIL COMMENTS**

### **18. Council Comments**

**Joyce** reiterated that he was glad so many were interested in the Council seat – he said it bodes well for next spring. He said there had been a Fisheries Advisory Committee meeting yesterday. **Mayor Kacsh** said he will get with **Torie Baker**, the chair.

**Carpenter** agreed with Tim on the turnout of interested candidates; also reminded them about tomorrow afternoon the important EMR meeting with HSB.

**Reggiani** applauded the great interest. He said it is a conundrum.

**Bailer** said he is having difficulty when he points out a Civic Center savings and then it gets blown off.

**Burton** said he's glad **Hayley (Hoover)** showed up and thanked the others also for the interest. He'd like to have a meeting to discuss the value engineering items. Raw Fish tax – he is hoping for some info from the Fisheries Advisory Committee meeting.

## **Q. EXECUTIVE SESSION**

### **19. Performance Deed of Trust negotiation**

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

### **21. Cordova Center finances**

**M/Joyce S/Reggiani** 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, Cordova Center finances.

**Joyce** thought **Cathy**, **Rich**, **Jon** and the **City Clerk** should be in attendance.

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

**M/Joyce S/Bailer** to recess the meeting to clear the room before the executive session. With no objection the meeting was recessed from 9:12 pm until 9:16 pm.

Council entered the executive session at 9:16 pm and reconvened the regular meeting at 9:28 pm.

**22. (14.)** 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

**M/Reggiani S/Burton** to approve 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.

**M/Reggiani S/Burton** to amend the resolution by replacing in the *title* of the resolution as well as in the *now, therefore be it resolved* portion of the resolution, the words “for a sum of” with the words “bringing the total amount payable to”.

**Reggiani** said he thought this was more aligned with how Council discussion went back in July. **Cathy Sherman** agreed that **Reggiani** was correct with this amendment. **Reggiani** said he had heard there may have been some realigning of the stages this past weekend. **Rogers** said nothing major with Stages 1, 2 & 3 but stage 4 was changed. Stage 4 items were incorporated into Stage 3 and vice versa so that at the end of Stage 3 now, there will be a completely functioning building less the kitchen area and the theater area. **Sherman** said this will work best because the hopeful Rasmussen funding will be an unknown until December and this way we make the best use of the existing funds and then Stage 4 will be completely ready for Council approval and shopping list prepared, etc. as soon as we get word from Rasmussen. Now, the time frame for approving stage 3, per the contractor, remains the same, he would like Council to do so at the October 1 meeting; but stage 4 approval is no longer necessary as quick as November 1. That was part of the realigning that took place over the weekend as well.

Vote on the motion: 5 yeas, 0 nays, 1 absent (Bradford), 1 vacancy (seat E). Carpenter-yes; Joyce-yes; Bailer-yes; Burton-yes and Reggiani-yes. Motion passes.

**Joyce** said that he was in Valdez at the Alaska Power Authority annual conference and they are planning to have their meeting in Cordova in September 2016 with roughly 130 attendees he said the influx of money into a community for such as conference might be along the lines of \$150K - \$200K in economic activity. **Joyce** also said that CEC wants some further discussion with the City regarding Crater Lake as a water source.

## **R. ADJOURNMENT**

**M/Joyce S/Bradford** to adjourn. Hearing no objections the meeting was adjourned at 9:51 pm.

Approved: October 1, 2014

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



## Cordova Center Progress Update

# Memo

**To:** Mayor and City Council  
**CC:** Randy Robertson  
**From:** Cathy Sherman, Rich Rogers  
**Date:** September 24, 2014  
**Re:** Cordova Center Phase II– 01Oct Council Meeting

### SCHEDULE

- Capital Campaign July 2014-September 2015
- Cordova Center Committee Meetings – Fridays – Noon – Library Meeting Room
- Phase II Design Finish Review – Date TBD

### CONSTRUCTION

- DCI– Final GMP & updated schedule due 02Oct; remobilize 01Nov
- DCI– 25 submittals to date (mechanical)
- DCI– field work noted ~35 floor penetrations missing from Phase I work
- City – final design review forum week of 27Oct(T)
- City - Supt of Facilities position offered & being negotiated
- MRV – window redesign-Cascadia 3 pane fiberglass @ 50psf; may modify operable units
- MRV – reviewing submittals & RFIs

### BUDGET

- **Estimated** balance as of 09-24-2014 \$11,183.62
- The balances of the available grants are:
  - EVO SIC \$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 \$44,800 has been raised/pledged

### CAPITAL CAMPAIGN ‘Get ‘Er Done’

- The kickoff event was a huge success despite the weather with over 200 people in attendance.
- The Capital Campaign Committee unveiled the three minute **documentary** of the project for use as a tool for potential funders. It was well received and came in under budget and on time.
- **The Capital Campaign** involves asking lead donors to invest in the project; 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:



## 2014 Cordova Center Capital Campaign

<u>Partner Boards/Committees</u>	# members	Cordova Center Donors	Donor % of membership
Cordova Center Capital Campaign	10	8	80%
Cordova City Council	7	2	29%
Cordova Chamber of Commerce	14	7	50%
Cordova Arts & Pageants	10	6	60%
Cordova Historical Society	7	7	100%
Cordova Public Library	5	4	80%
Cordova Friends of the Library	6	3	50%
PWS Science Center	12	3	25%
<b>Totals</b>	<b>71</b>	<b>40</b>	<b>56%</b>

As of Sept. 24, 2014

**NOTE:** This is based on signed pledge or donation forms received.

10 individuals serve on multiple Boards; their donations are counted for each Board (multiple times).

A total of 59 individuals serve as members of these 8 Boards.

Total # of individual donors 2002-2014	58
Total # of business donors 2002-2014	4
Total # of non-profits/group donors	8

<b>Total Donations received in 2014</b>	<b>\$ 23,361</b>
<i>Individuals (35)</i>	<i>10,500</i>
<i>Businesses (3)</i>	<i>10,550</i>
<i>Non-profits/groups (3)</i>	<i>2,311</i>
<b>Total Pledges (9) to receive by 9/30/2015</b>	<b>\$ 21,519</b>
<b>TOTAL Pledges and Donations 2014</b>	<b>\$ 44,880</b>

as of Sept. 24, 2014

---- End of Memo----

# MEMO, City of Cordova

To: Mayor and City Council

Through: Randy E. Robertson, City Manager

From: Jon K. Stavig, Finance Director

Date: 24 September 2014

RE: Finance Department Report

Following are the traditional two page financial fund summary reports for year-to-date ended 31 August 2014.

The first page is a fund summary for the general fund only. The second page includes all funds including enterprise funds. I have excluded Fund 426, the Cordova Center Fund, and instead included a separate report to show all revenues/expenditures through August 31, 2014 for Fund 426, the Cordova Center Fund, as it distorts the two page summary report.

We will soon be collecting the 3<sup>rd</sup> quarter sales tax receipts and have recently collected the first half of property taxes. I haven't heard of the "raw fish tax" number yet from the Dept of Revenue and will report as soon as that is available.

Staff is beginning to work on the FY'15 budget and establishing a schedule.

The City's account balances as of 23 September 2014 are as follows;

Combined Central Treasury Accounts	\$4,360,355.10
(FNBA & UBS balances)	
Combined Permanent Fund Accounts	\$10,177,131.92
(UBS balances)	

All to report from the Finance Dept.

Respectfully submitted,

Jon K Stavig

CITY OF CORDOVA  
FUND SUMMARY  
FOR THE 8 MONTHS ENDING AUGUST 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<b>REVENUE</b>					
TAXES	3,500,169.82	3,500,169.82	5,665,864.99	2,165,695.17	61.8
LICENSES & PERMITS	885.00	885.00	15,600.00	14,715.00	5.7
OTHER GOVERNMENTAL	868,179.14	868,179.14	3,930,832.71	3,062,653.57	22.1
LEASES & RENTS	75,274.57	75,274.57	165,000.00	89,725.43	45.6
LAW ENFORCEMENT	164,895.55	164,895.55	352,630.00	187,734.45	46.8
D. M. V.	78,346.10	78,346.10	92,600.00	14,253.90	84.6
PLANNING DEPARTMENT REVENUE	6,627.40	6,627.40	18,500.00	11,872.60	35.8
RECREATION DEPT REVENUE POOL	61,043.74	61,043.74	74,150.00	13,106.26	82.3
REVENUE	13,691.00	13,691.00	34,200.00	20,509.00	40.0
SALE OF PROPERTY	72,538.00	72,538.00	6,500.00	( 66,038.00)	1116.0
INTERFUND TRANSFERS IN	328,029.20	328,029.20	492,043.75	164,014.55	66.7
OTHER REVENUE	484,130.38	484,130.38	125,000.00	( 359,130.38)	387.3
STATE DEBT SERVICE	926,735.00	926,735.00	967,800.00	41,065.00	95.8
REIMBURSME					
	6,580,544.90	6,580,544.90	11,940,721.45	5,360,176.55	55.1
<b>EXPENDITURES</b>					
CITY COUNCIL	4,197.37	4,197.37	19,400.00	15,202.63	21.6
CITY CLERK	156,692.62	156,692.62	252,573.00	95,880.38	62.0
CITY MAYOR	1,615.73	1,615.73	3,425.00	1,809.27	47.2
CITY MANAGER	220,634.03	220,634.03	366,070.00	145,435.97	60.3
FINANCE	210,526.39	210,526.39	411,616.00	201,089.61	51.2
PLANNING DEPARTMENT EXPENSE	136,289.88	136,289.88	292,106.00	155,816.12	46.7
PLANNING COMMISSION	564.99	564.99	6,500.00	5,935.01	8.7
DEPARTMENT OF MOTOR VEHICLE	53,345.04	53,345.04	75,903.00	22,557.96	70.3
LAW ENFORCEMENT	637,562.80	637,562.80	894,036.00	256,473.20	71.3
JAIL OPERATIONS	179,507.36	179,507.36	237,125.00	57,617.64	75.7
FIRE & EMS	234,029.40	234,029.40	366,781.00	132,751.60	63.8
DISASTER MANAGEMENT DEPT.	2,064.92	2,064.92	7,500.00	5,435.08	27.5
INFORMATION SERVICES	569,143.16	569,143.16	929,402.00	360,258.84	61.2
FACILITY UTILITIES	114,504.66	114,504.66	164,700.00	50,195.34	69.5
PW ADMINISTRATION	56,631.68	56,631.68	166,318.00	109,686.32	34.1
FACILITY MAINTENANCE	98,406.45	98,406.45	273,462.00	175,055.55	36.0
STREET MAINTENANCE	503,928.80	503,928.80	703,693.00	199,764.20	71.6
SNOW REMOVAL	19,847.94	19,847.94	86,510.00	66,662.06	22.9
EQUIPMENT MAINTENANCE	212,433.92	212,433.92	346,315.00	133,881.08	61.3
PARKS MAINTENANCE	81,148.36	81,148.36	116,575.00	35,426.64	69.6
CEMETERY MAINTENANCE DEPT.	7,034.61	7,034.61	11,247.00	4,212.39	62.6
RECREATION - BIDARKI	288,451.18	288,451.18	430,912.00	142,460.82	66.9
POOL	209,868.48	209,868.48	268,451.00	58,582.52	78.2
SKI HILL	55,466.77	55,466.77	74,500.00	19,033.23	74.5
NON-DEPARTMENTAL	282,154.06	282,154.06	353,145.00	70,990.94	79.9
LONG TERM DEBT SERVICE	1,483,310.85	1,483,310.85	1,628,512.00	145,201.15	91.1
INTERFUND TRANSFERS OUT	382,000.00	382,000.00	1,129,694.97	747,694.97	33.8
TRANSFERS TO OTHER ENTITIES	1,484,210.37	1,484,210.37	2,606,249.48	1,122,039.11	57.0
	7,685,571.82	7,685,571.82	12,222,721.45	4,537,149.63	62.9

CITY OF CORDOVA  
FUND SUMMARY  
FOR THE 8 MONTHS ENDING AUGUST 31, 2014

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
101 GENERAL FUND	6,580,544.90	6,580,544.90	11,940,721.45	5,360,176.55	55.1
104 CITY PERMANENT FUND	243,781.20	243,781.20	465,784.00	222,002.80	52.3
203 FIRE DEPT. VEHICLE ACQUISITION	16,917.66	16,917.66	60,000.00	43,082.34	28.2
205 VEHICLE REMOVAL/IMPOUND FUND	653.00	653.00	.00	( 653.00)	.0
401 GENERAL PROJ & GRANT ADMN	407,945.05	407,945.05	1,112,178.00	704,232.95	36.7
435 HOSPITAL REPAIR PROJECT	22,337.23	22,337.23	251,378.00	229,040.77	8.9
502 HARBOR ENTERPRISE FUND	1,107,448.51	1,107,448.51	1,235,948.00	128,499.49	89.6
503 SEWER ENTERPRISE FUND	515,585.42	515,585.42	770,313.54	254,728.12	66.9
504 WATER ENTERPRISE FUND	504,225.22	504,225.22	795,030.34	290,805.12	63.4
505 REFUSE ENTERPRISE FUND	643,674.43	643,674.43	1,053,671.43	409,997.00	61.1
506 ODIK CAMP PARK	51,980.69	51,980.69	61,859.00	9,878.31	84.0
602 HARBOR & PORT PROJECTS	31,000.00	31,000.00	31,000.00	.00	100.0
603 SEWER PROJECTS	14,000.00	14,000.00	14,000.00	.00	100.0
604 WATER PROJECTS	14,000.00	14,000.00	14,000.00	.00	100.0
605 SOLID WASTE PROJECTS	213,000.00	213,000.00	710,000.00	497,000.00	30.0
805 LANDFILL FUND	50,000.00	50,000.00	50,000.00	.00	100.0
	10,417,093.31	10,417,093.31	18,565,883.76	8,148,790.45	56.1
<u>EXPENDITURES</u>					
101 GENERAL FUND	7,685,571.82	7,685,571.82	12,222,721.45	4,537,149.63	62.9
203 FIRE DEPT. VEHICLE ACQUISITION	2,112.75	2,112.75	7,500.00	5,387.25	28.2
205 VEHICLE REMOVAL/IMPOUND FUND	4,449.75	4,449.75	10,000.00	5,550.25	44.5
401 GENERAL PROJ & GRANT ADMN	515,591.51	515,591.51	1,097,178.00	581,586.49	47.0
435 HOSPITAL REPAIR PROJECT	198,137.27	198,137.27	251,378.00	53,240.73	78.8
502 HARBOR ENTERPRISE FUND	870,417.62	870,417.62	1,186,998.00	316,580.38	73.3
503 SEWER ENTERPRISE FUND	544,271.54	544,271.54	770,313.54	226,042.00	70.7
504 WATER ENTERPRISE FUND	555,281.81	555,281.81	795,030.34	239,748.53	69.8
505 REFUSE ENTERPRISE FUND	736,535.48	736,535.48	1,100,671.43	364,135.95	66.9
506 ODIK CAMP PARK	33,628.91	33,628.91	54,985.00	21,356.09	61.2
602 HARBOR & PORT PROJECTS	30,092.00	30,092.00	31,000.00	908.00	97.1
603 SEWER PROJECTS	13,219.00	13,219.00	14,000.00	781.00	94.4
604 WATER PROJECTS	13,219.00	13,219.00	14,000.00	781.00	94.4
605 SOLID WASTE PROJECTS	674,101.88	674,101.88	710,000.00	35,898.12	94.9
	11,876,630.34	11,876,630.34	18,265,775.76	6,389,145.42	65.0

CITY OF CORDOVA  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2014

CORDOVA CENTER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>REVENUE</u>					
426-300-42210	MISC DONATIONS	10,642.41	10,642.41	.00	( 10,642.41)	.0
	TOTAL REVENUE	10,642.41	10,642.41	.00	( 10,642.41)	.0
	<u>GRANT REVENUE</u>					
426-310-45480	EVOSTC - FED GRANT	2,610.00	2,610.00	.00	( 2,610.00)	.0
	TOTAL GRANT REVENUE	2,610.00	2,610.00	.00	( 2,610.00)	.0
	TOTAL FUND REVENUE	13,252.41	13,252.41	.00	( 13,252.41)	.0

CITY OF CORDOVA  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 8 MONTHS ENDING AUGUST 31, 2014

CORDOVA CENTER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PHSE I - FROM CITY MONEY</u>					
426-401-52180	PROFESSIONAL SERVICES	21,015.85	21,015.85	.00	( 21,015.85)	.0
426-401-52185	CORDOVA CENTER REA	511,945.67	511,945.67	.00	( 511,945.67)	.0
426-401-70110	ADMINISTRATION	921.80	921.80	.00	( 921.80)	.0
426-401-70130	CONSTRUCTION	65,127.24	65,127.24	.00	( 65,127.24)	.0
	<b>TOTAL PHSE I - FROM CITY MONEY</b>	<b>599,010.56</b>	<b>599,010.56</b>	<b>.00</b>	<b>( 599,010.56)</b>	<b>.0</b>
	<u>PHSE II - FROM CITY MONEY</u>					
426-402-70110	ADMINISTRATION	37,998.97	37,998.97	.00	( 37,998.97)	.0
	<b>TOTAL PHSE II - FROM CITY MONEY</b>	<b>37,998.97</b>	<b>37,998.97</b>	<b>.00</b>	<b>( 37,998.97)</b>	<b>.0</b>
	<u>PHSE II - DCCED 14-DC-043</u>					
426-472-70160	ART	2,610.00	2,610.00	.00	( 2,610.00)	.0
	<b>TOTAL PHSE II - DCCED 14-DC-043</b>	<b>2,610.00</b>	<b>2,610.00</b>	<b>.00</b>	<b>( 2,610.00)</b>	<b>.0</b>
	<b>TOTAL FUND EXPENDITURES</b>	<b>639,619.53</b>	<b>639,619.53</b>	<b>.00</b>	<b>( 639,619.53)</b>	<b>.0</b>
	<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 626,367.12)</b>	<b>( 626,367.12)</b>	<b>.00</b>	<b>626,367.12</b>	<b>.0</b>

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

Phone: (907) 424-6200

Fax: (907) 424-6000

Email: [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net)

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

# CITY OF CORDOVA

*Office of City Manager*

**TO:** Mayor, City Council

**FROM:** Randy Robertson, City Manager

**Re:** Stage #3 - Dawson Construction Cordova Center Phase II Limited Notice to Proceed Contract Amendment

**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, Bellingham, Washington to authorize a Limited Notice to Proceed for construction of the Cordova Center, Phase II

The contract price is not to exceed a cumulative sum of Eight Million, Six Hundred Ninety-Three Thousand, and Five Hundred and Twenty-Three Dollars. (\$8,693,523). See attached Fiscal Note.

A summary of the nature and quantity of the performance the city shall receive includes the complete Interior Build Out of the Structure less Kitchen Equipment, Theatre Seating, Theatre Acoustic Treatments and Value Engineering of the Ornament railings, Flooring, and Other Misc. Finishes.

The time for performance under the contract is November 2014 to June 2015.

**Recommended action:** Voice Vote.

I move to direct the City Manager to amend the contract with Dawson Construction for a Notice to proceed for a cumulative sum of Eight Million, Six Hundred Ninety-Three Thousand, and Five Hundred and Twenty-Three Dollars. (\$8,693,523).

Randy Robertson  
City Manager

**CITY OF CORDOVA, ALASKA  
RESOLUTION 10-14-42**

**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 II OF THE CORDOVA CENTER  
PROJECT FOR A CUMULATIVE SUM OF \$8,693,523**

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

**WHEREAS**, Dawson Construction has identified a scope of work for a Limited Notice to Proceed (Stage #3) with a scope of work that includes complete Interior Build Out of the Structure less Kitchen Equipment, Theatre Seating, Theatre Acoustical Treatments, and Value Engineering of the Ornament Railings, Flooring, and Other Miscellaneous Finishes; and

**WHEREAS**, funds have been identified for the costs of this Limited Notice to Proceed (Stage #3) 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 #3) for Phase II of the Cordova Center Project for a cumulative sum of Eight Million, Six Hundred Ninety Three Thousand, Five Hundred and Twenty-Three Dollars. (\$8,693,523).

**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 1<sup>st</sup> DAY OF OCTOBER, 2014**

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

ATTEST:

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



**City of Cordova  
Fiscal Note**

**Date: September 24, 2014**

**Agenda Date: October 1, 2014**

Amount: \$8,693,523	Subject: Cordova Center Limited Notice to Proceed Stage #3
Fiscal Impact: Yes	
Budgeted: Yes	Resolution/Ordinance #XX-XX-XX
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		\$8,693,523	
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		\$8,693,523	
Other			

**Additional Information**

<i>Appropriating funds for Limited Notice to Proceed Stage #3</i>
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## A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

---

DATE: September 25, 2014

TO: Mayor and City Council

SUBJECT: Filling Council Seat E vacancy

---

On September 17, Council nominated all 6 people who entered letters of interest to serve in Council seat E until the March 2015 election. Two times the vote was 3 – 2 in favor of Hoover over Beedle. Four votes are required to fill the vacancy. Council moved to take this item up again and vote for either of those two candidates again at the next regular meeting when hopefully all six remaining Council members would be present and a clear 4 vote-getter and therefore, winner would emerge. These two candidates are before you again for an open ballot procedure.

STAFF RECOMMENDATION: City Clerk will hand out paper ballots where each Council members will put his name and then will vote the ballot, choosing either Hayley Hoover or Robert Beedle. The Clerk will then read the votes aloud.

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

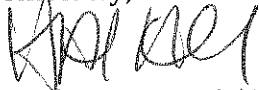
Statement of Interest  
City Council Seat E

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

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

**Official Ballot**

**City Council Election to Fill Vacancy in Seat "E"**

**October 1, 2014**

**City Council Member – Seat “E”**

**To fill until certification of the**

**Regular Election of 3/3/2015**

**Vote for one (1)**

☐

**Robert Beedle**

☐

**Hayley Hoover**

---

Council member who voted this ballot

**Official Ballot**

**City Council Election to Fill Vacancy in Seat "E"**

**October 1, 2014**

**City Council Member – Seat “E”**

**To fill until certification of the**

**Regular Election of 3/3/2015**

**Vote for one (1)**

☐

**Hayley Hoover**

☐

**Robert Beedle**

---

Council member who voted this ballot

# Memorandum

**To:** Cordova City Council  
**From:** Planning Staff  
**Date:** 9/24/14  
**Re:** Tideland Permit – Rights of Way and Easements

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## **PART I – GENERAL INFORMATION**

File No.: 02-06-217  
Requested Action: Tideland Permit for Outfall Line and Seawater Intake Line  
Applicant: Northern Fish Alaska LLC DBA Prime Select Seafood  
Zoning: Waterfront Industrial District  
Applicable Regulations: Section 5.16.120 Cordova Code regarding Tideland Permits  
Chapter 18.39 Waterfront Commercial

## **PART II – BACKGROUND**

Prime Select is asking for a tideland permit to place a 6 in. outfall line and a 1½ in. seawater intake line beginning at the end of Haida Lane and extending 200 feet in the tidelands. The lines will be entirely within City owned ATS 220. See the attached map.

The City issued a similar permit for Camtu's Alaska Wild Seafood's outfall line in April.

Prime Select has been working with DEC on the permit to discharge the fish waste. Prime Select is beginning the process of contacting the Army Corps of Engineers and DEC to get all of the required permitting. As required in the Special Condition, all State and Federal permits are required to be in place before they begin construction on the City tidelands.

The outfall line is large enough for the current facility and potential expansion.

## **PART III – SITE DATA**

Prime Select is located on Lot 9, Block 1 of the Cordova Industrial Park, which is zoned Waterfront Industrial District. Processing of seafood is a permitted use in this zoning district. The following is the applicable section of code:

### ***18.33.020 Permitted principal uses and structures.***

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

- A. Marine sales;*
- B. Open wet moorage;*

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

This permit request is for a 10 foot wide ROW for a 6 in. outfall line and a 1½ in. seawater intake line.

***5.16.120 Permit—Rights-of-way and easements.***

*Permits may be issued by the city manager and after approval by city council for utility lines and services of all types and for necessary rights—of—way. Such permits shall be revocable at the option of the city.*

**PART IV – SPECIAL CONDITIONS**

1. Prime Select Seafood will be responsible for all construction and maintenance of the outfall and seawater intake lines. This responsibility will run with the property.
2. Future development of City Property ATS 220, including potential fill may occur. It will be the responsibility of Prime Select Seafood to remove, move, or provide the infrastructure needed to continue the use of the outfall and seawater intake lines.
3. Prime Select Seafood will provide an as built of the outfall and seawater intake lines to the City within 30 days of completion.
4. All State and Federal Permits will be in place prior to construction on City Tideland.
5. Outfall line shall extend a minimum of 200 feet from the top of the rip rap at the edge of the fill.
6. Prime Select will address any reasonable concerns/issues of the permitted use raised by nearby property owners.

**PART V – STAFF RECOMMENDATION**

Staff recommends the special conditions listed above be applied to the permit. Staff would also recommend that an easement be developed and recorded that states all the applicable special conditions above.



Staff recommends the approval of a permit for Prime Select Seafood's outfall and seawater intake lines as described and including the special conditions.

**PART VI – RECOMMENDED MOTION**

"I move to approve to approve a permit for Prime Select Seafood's outfall and seawater intake lines as described and including the special conditions."

## Attachment A



## **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

October 2014; November 2014; December 2014

# 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 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 <b>58</b>

# November 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Confer- ence 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 Li- brary

# December 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library	1	2	3 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	4	5	6
7	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 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	18	19	20
21	22	23	24	25 Christmas City Hall Offices Closed	26	27
28	29	30	31			Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library <b>60</b>

**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