

**Mayor**  
James Kallander

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

**City Manager**  
Mark Lynch

**City Clerk**  
Susan Bourgeois

**Deputy Clerk**  
Robyn Kincaid

**Student Council**  
Shyla Krukoff

**REGULAR COUNCIL MEETING  
OCTOBER 05, 2011 @ 7:30 PM  
LIBRARY MEETING ROOM**

**AMENDED AGENDA**



**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**C. ROLL CALL**

Mayor James Kallander, Council members Keith van den Broek, James Kacsh, David Allison, Bret Bradford, EJ Cheshier, David Reggiani and Robert Beedle

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

**E. DISCLOSURES OF CONFLICTS OF INTEREST**

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

1. Guest Speakers - None
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. Student Council Representative

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

4. Record unexcused absence of Council member Robert Beedle from the 09-21-11 Regular Meeting
5. Record excused absence of Council member Keith van den Broek from the 09-21-11 Regular Meeting
6. Ordinance 1089..... (page 1)  
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the sale of Lots One through Four, Block forty-two, Cordova Townsite to Leo Americus – 1<sup>st</sup> reading

**H. APPROVAL OF MINUTES..... (voice vote)**

7. September 21, 2011 Public Hearing Minutes..... (page 32)
8. September 21, 2011 Regular Meeting Minutes..... (page 33)
9. September 23, 2011 Special Meeting Minutes..... (page 40)

**I. CONSIDERATION OF BIDS - None**

**J. REPORTS OF OFFICERS**

10. Mayor's Report
11. Manager's Report
12. City Clerk's Report
13. Staff Reports
  - a. **Josh Hallquist**, COR, Cordova Center Project..... (page 41)
  - b. **Cathy Sherman**, Cordova Center Phase 2

**K. CORRESPONDENCE**

14. Letter from Cordova Running Club in re Alaska Salmon Runs..... (page 43)
15. Letter from Mayor Kallander to School Board in re request for information..... (page 44)
16. Letter from CDFU to Pebble Limited Partnership – cc'd to Mayor..... (page 45)
- 16a. Email from Mary Anne Bishop in re Ordinance 1088..... (page 45.1)

**L. ORDINANCES AND RESOLUTIONS**

**17. Ordinance 1088..... (roll call vote)(page 46)**

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Alaska Intrastate Gas Company of approximately 4 acres of tidelands located in ATS 1004 – 2<sup>nd</sup> reading

**M. UNFINISHED BUSINESS**

**18. 2012 Proposed Budget Schedule discussion..... (page 73)**

**N. NEW & MISCELLANEOUS BUSINESS**

**19. North Fill – snow dump/impound lot discussion**

**20. Pending Agenda and Calendar..... (page 74)**

**O. AUDIENCE PARTICIPATION**

**P. COUNCIL COMMENTS**

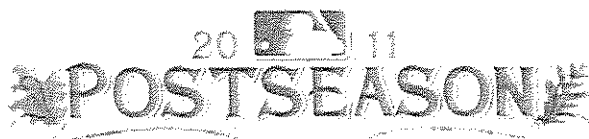
**21. Council Comments**

**Q. EXECUTIVE SESSION**

**22. Cordova Center Financial Update**

**23. City Manager annual evaluation**

**R. ADJOURNMENT**



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

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

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

# Memorandum

**To:** City of Cordova City Council  
**From:** Sam Greenwood, City Planner  
**Date:** 9/29/2011  
**Re:** Ordinance authorizing conveyance of Lots 1-4, Block 42 to Leo Americus

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## **PART I. GENERAL INFORMATION:**

The timeline of the disposal of the Lots 1-4, Block 42 Cordova Original Townsite

1. March 8, 2011; Planning and Zoning Commission recommended disposing of the lots.
2. April 6, 2011; City Council elected to sell the lots by proposal.
3. June 21, 2011; 30 day period proposal period ended
4. July 12, 2011; Planning and Zoning Commission reviewed the proposals and forwarded to City Council
5. July 20, 2011; City Council awards the disposal of Lots 1-4 Block 42 Original Townsite to Leo Americus
6. August 3, 2011; City Council reviews and approves Performance Deed of Trust Criteria

At this time the Purchase Agreement, Performance Deed of Trust, and Quit Claim Deed is presented to City Council for review. Also included is the Ordinance to convey Lots 1-4, Block 42 Cordova Original Townsite to Leo Americus.

## **Recommended Motion**

### **Motion for approval:**

"I move to adopt Ordinance 1089 an ordinance of the City Council of the City of Cordova, Alaska, authorizing the sale of Lots One through Four, Block Forty-two, Cordova Townsite to Leo Americus."

**CITY OF CORDOVA  
ORDINANCE 1089**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA,  
ALASKA, AUTHORIZING THE SALE OF LOTS ONE THROUGH FOUR, BLOCK  
FORTY-TWO, CORDOVA TOWNSITE TO LEO AMERICUS**

**WHEREAS**, pursuant to CMC 5.22.030, the City of Cordova solicited proposals for the purchase of Lots one through four, Block Forty-two (42), Cordova Townsite (the "Property"); and

**WHEREAS**, the Council finds that the proposal submitted by Leo Americus is the best proposal for the purchase of the Property; and

**WHEREAS**, the purchase price proposed by Leo Americus is not less than appraised fair market value of the Property; and

**WHEREAS**, in selecting the proposal of Leo Americus to purchase the Property, the Council relied on the plan to develop the Property that was part of the proposal, and the disposal of the Property should be conditioned upon the development of the Property in accordance with that plan; and

**WHEREAS**, there have been presented at this meeting the forms of a Purchase and Sale Agreement, Quit Claim Deed and Performance Deed of Trust that are to be executed in connection with the disposal of the Property by the City, and it appears that such documents are appropriate form and are appropriate instruments for the purposes intended,

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

Section 1. The City Manager is authorized and directed to convey the Property to Leo Americus in accordance with the terms in the Purchase and Sale Agreement. The form and content of the Purchase and Sale Agreement, Quit Claim Deed and Performance Deed of Trust now before this meeting hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents 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 documents as executed,

Section 2. The disposal of the Property authorized by this ordinance is subject to the

requirements of City Charter Section 5-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

1st reading: October 5, 2011

2nd reading and public hearing:

PASSED AND APPROVED THIS 19<sup>th</sup> DAY OF OCTOBER, 2011

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James Kallander, Mayor

ATTEST:

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Susan Bourgeois, City Clerk

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of October \_\_, 2011 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller"), whose address is P. O. Box 1210, Cordova, Alaska 99574, and LEO AMERICUS ("Purchaser"), whose address is P. O. Box 2112, Cordova, Alaska 99574.

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Purchaser will develop the Property for Residential use consistent with plans submitted to and approved by the Cordova City Council; and

WHEREAS, Purchaser has funds to pay the cost of acquiring the Property; and

WHEREAS, Purchaser desires to buy from Seller, and Seller desires to sell to Purchaser, the Property, subject to and in accordance with the terms and provisions hereinafter set forth,

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

**1. Purchase and Sale.** Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to that certain real property located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").

**2. Purchase Price.** The purchase price for the Property is SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 12 below) as follows:

(a) Within five (5) business days after execution of this Agreement by all parties, Purchaser shall deposit a fully executed copy of this Agreement, and the sum of FIVE THOUSAND DOLLARS (\$5,000.00) as an earnest money deposit (the "Deposit"), in escrow ("Opening of Escrow") with Pacific Northwest Title of Alaska, Inc. ("Escrow Agent").

(b) In the event the purchase and sale of the Property is consummated as contemplated hereunder, the Deposit shall be retained by Seller and credited against

the Purchase Price at Closing, or otherwise disbursed in accordance with this Agreement.

(c) The balance of the Purchase Price over and above the amount paid by or credited to Purchaser pursuant to Section 2(b) above shall be paid to Seller in immediately available funds at the Closing.

**3. Property Development.** Purchaser shall develop the Property for residential use, consistent with plans submitted and approved by the Cordova City Council and attached hereto and incorporated herein as Exhibit B.

**4. Title.**

(a) Seller shall order from Pacific Northwest Title of Alaska, Inc., ("Title Company"), and shall deliver to Purchaser within ten (10) days following the Opening of Escrow, a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

(b) Within fifteen (15) days after the delivery of the Commitment, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. Any exception not disapproved in writing within said fifteen (15) day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments shall also constitute "Permitted Exceptions." Within ten (10) days after receipt of Purchaser's written notice of disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive his disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event Purchaser elects to terminate this Agreement in accordance with clause (x) above, the Deposit, without interest, shall be immediately refunded to Purchaser; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

**5. Representations and Warranties of Seller.** Seller represents and warrants to Purchaser that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

(a) This Agreement is, and all the documents executed by Seller which are to be delivered to Purchaser at the Closing will be, legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms

and does not and will not violate any provisions of any agreement to which Seller is a party or to which it or the Property is subject.

(b) Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so) and upon the warranties, covenants and representations contained in this Agreement; AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY SELLER, SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Except as may be set forth in this Agreement, Purchaser hereby waives, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

**6. Representations, Warranties and Covenants of Purchaser.** Purchaser represents and warrants to Seller that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

(a) This Agreement is, and all the documents executed by Purchaser which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Purchaser, and is and will be legal, valid, and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms and do not and will not violate any provisions of any agreement to which either Purchaser is a party or to which they are subject.

**7. Conditions Precedent to Closing.**

(a) The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein (the "Seller's Conditions Precedent"):

(1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 14 or Section 15 of this Agreement within the time periods described in said Sections.

(2) Purchaser shall have delivered to Escrow Agent, prior to or at the Closing, for disbursement as directed hereunder, all cash or other immediately available funds due from Purchaser in accordance with this Agreement.

(3) There shall be no uncured breach of any of Purchaser's representations or warranties set forth in Section 6, as of the Closing.

(4) Purchaser shall have delivered to Escrow Agent the items described in Section 10.

(5) The timely performance by Purchaser of each and every obligation imposed upon Purchaser hereunder.



The conditions set forth in this Section 7(a) are solely for the benefit of Seller and may be waived only by Seller and only in writing. Seller shall, at all times have the right to waive any of these conditions.

(b) The following shall be conditions precedent to Purchaser's obligation to consummate the purchase and sale transaction contemplated herein (the "Purchaser's Conditions Precedent"):

(1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 14 or Section 15 of this Agreement within the time periods described in said Sections.

(2) Title Company shall be committed to issue, at the Closing, an owner's policy of title insurance (the "Title Policy"), insuring Purchaser's interest in the Property, dated the day of the Closing, with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

(3) There shall be no uncured breach of any of Seller's representations or warranties as set forth in Section 5 or the covenants as set forth in Section 8, as of the Closing.

(4) Seller shall have delivered the items described in Section 9.

(5) The timely performance by Seller of each and every obligation imposed upon Seller hereunder.

The conditions set forth in this Section 7(b) are solely for the benefit of Purchaser and may be waived only by Purchaser and only in writing. Purchaser shall, at all times have the right to waive any of these conditions.

**8. Covenants of Seller.** Seller hereby covenants with Purchaser, as follows:

(a) After the date hereof and prior to the Closing, no part of the Property, or any interest therein, will be voluntarily sold, mortgaged, encumbered, leased or otherwise transferred without Purchaser's consent which may be withheld in their sole and absolute discretion.

(b) Seller agrees to notify Purchaser promptly of the occurrence of any event which violates any covenant set forth in this Section 8.

**9. Seller's Closing Deliveries.** At or prior to the Closing, Seller shall deliver to Escrow Agent the following:

(a) A Quitclaim Deed in the form attached hereto as Exhibit C, executed by Seller conveying the Property to Purchaser (the "Deed").

(b) A closing statement prepared by the Title Company itemizing and approving all receipts and disbursements made in connection with Closing.

(c) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

**10. Purchaser's Closing Deliveries.** At or prior to the Closing, Purchaser shall deliver to Escrow Agent the following:

(a) The balance of the Purchase Price, together with such other sums as Escrow Agent shall require to pay Purchaser's share of the Closing costs, prorations, reimbursements and adjustments as set forth in Section 11 and Section 13, in immediately available funds.

(b) A Performance Deed of Trust from Purchaser, as Trustor, to Title Company, as trustee, with Seller as beneficiary, in the form attached hereto as Exhibit D, to secure the obligations of Purchaser to develop the Property.

(c) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

**11. Prorations and Adjustments.** The following shall be prorated and adjusted between Seller and Purchaser as of the day of the Closing, except as otherwise specified:

(a) General real estate, personal property and ad valorem taxes and assessments, and any improvement or other bonds encumbering the Property, for the current tax year for the Property. Purchaser is not responsible for delinquent real estate taxes, personal property taxes, ad valorem taxes, or assessments arising prior to Closing.

(b) Utility charges, if any. Purchaser acknowledges and agrees that Seller shall be entitled to all refunds of utility deposits with respect to the Property and that such amounts are not to be assigned to Purchaser in connection with the sale of the Property. However, Purchaser will be responsible for any additional assessments effective prior to Closing, of which notice is received after Closing.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. In no event will there be any proration of insurance premiums under Seller's existing policies of insurance relating to the Property, and Purchaser acknowledges and agrees that none of Seller's insurance policies (or any proceeds payable thereunder) will be assigned to Purchaser at the Closing, and Purchaser shall be solely obligated to obtain any and all insurance that they deem necessary or desirable. The provisions of this Section 11 shall survive the Closing.

**12. Closing.** The purchase and sale contemplated herein shall close on or before sixty (60) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska (the "Official Records"). The Closing shall occur at the offices of the Escrow Agent as set forth in Section 18(m).

**13. Closing Costs.** Purchaser shall pay the fee for recording the Deed, the premium for the Title Policy, and for all fees and costs Seller incurred to third-parties in the transaction, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees. Purchaser shall bear the expense of his own counsel. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a default on the part of Purchaser, all escrow cancellation and title fees shall be paid by Purchaser; if the sale of the Property does not occur because of a default on the part of Seller, all escrow cancellation and title fees shall be paid by Seller.

**14. Risk of Loss.** If prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit and all interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election of (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 14, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

**15. Default.**

(a) No party shall be deemed to be in default hereunder unless such party fails to cure an alleged default within ten (10) days after receipt from the other party of written notice thereof; provided, however, that (i) if such alleged default is not susceptible of being cured within said ten (10) day period, such party shall not be deemed in default hereunder so long as such party commences to cure the alleged default within said ten (10) day period and diligently prosecutes the same to completion within thirty (30) days; and (ii) no notice shall be required or cure period permitted in the

event the alleged default is a failure to close the transaction contemplated hereby at the Closing.

(b) In the event of a default by Seller hereunder, Purchaser shall be entitled, in addition to any and all other remedies to which Purchaser may be entitled at law or in equity, (i) to terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) to enforce Seller's obligations hereunder by a suit for specific performance, in which event Purchaser shall be entitled to such injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.

(c) In the event of a default by Purchaser hereunder, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser, in which event, the Deposit shall be retained by Seller as liquidated damages; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

## **16. Escrow.**

(a) Instructions. Within five (5) business days after execution of this Agreement, Purchaser shall deposit a copy of this Agreement executed by both Purchaser and Seller with Escrow Agent. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as Seller and Purchaser shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

(b) Deposits into Escrow. Seller shall make its deliveries into escrow in accordance with Section 9. Purchaser shall make his deliveries into escrow in accordance with Section 10. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchaser pursuant to Sections 9 and 10; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.

(c) Close of Escrow. Provided that Escrow Agent shall not have received written notice in a timely manner from Purchaser or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Seller and Purchaser have deposited into escrow the matters required by this Agreement and Title Company can and will issue the Title Policy concurrently with the Closing, Escrow Agent shall:

(1) Deliver to Seller the Purchase Price, after satisfying the Closing costs, prorations and adjustments to be paid by Seller pursuant to Section 10 and Section 12, respectively.

(2) Deliver to Purchaser the Deed by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of Alaska and immediately upon recording delivering to Purchaser a conformed copy of the Deed.

(3) Deliver to Title Company and Seller the Performance Deed of Trust by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of Alaska and immediately upon recording delivering to Title Company and Seller a conformed copy of the Performance Deed of Trust.

(4) Deliver to Purchaser any funds deposited by Purchaser, and any interest earned thereon, in excess of the amount required to be paid by Purchaser hereunder.

(5) Deliver the Title Policy issued by Title Company to Purchaser.

#### **17. Reciprocal Indemnification.**

(a) Seller hereby agrees to indemnify, hold harmless and defend Purchaser from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, charges and costs, incurred by Purchaser by reason of: (i) Seller's breach of any covenants, representations or warranties of Seller contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Seller's failure to duly perform and discharge Retained Liabilities, as defined below. The Retained Liabilities include: (i) any liability the existence of which would constitute a breach of any of Seller's representations or warranties contained in Section 5; and (ii) any expenses, liabilities or obligations relating to the Property or its operation arising from acts, omissions, occurrences or matters that took place prior to the Closing.

(b) Purchaser hereby agrees to indemnify, hold harmless and defend Seller from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, incurred by Seller by reason of: (i) Purchaser's breach of any covenants, representations or warranties of Purchaser contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Purchaser's failure to duly perform the Assumed Liabilities. The Assumed Liabilities include: (i) Seller's obligations and liabilities with respect to the Property or its operation which are expressly assumed in writing by Purchaser pursuant to this Agreement or documents delivered at Closing; and (ii) any expenses, liabilities or obligations relating to the

Property or its operation arising from acts, omissions, occurrences or matters that take place on or after the Closing.

## **18. General Provisions.**

(a) Each individual executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this Agreement to the terms hereof.

(b) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which such period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next business day.

(c) Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that there is no broker, finder, or other intermediary of any kind with whom such party has dealt in connection with the transaction contemplated hereby, and each party agrees to indemnify, defend, and hold harmless the other from any claim made by any broker or agent alleging entitlement to any fee or commission as a result of having dealt with the indemnifying party.

(d) This Agreement, including all exhibits attached hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein.

(e) This Agreement may be amended or modified only by a written instrument executed by all of the parties hereto.

(f) No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

(g) If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

(h) Headings of articles and sections herein are for convenience of reference only and shall not be construed as part of this Agreement.

(i) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

(j) This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.

(k) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument.

(l) In no event shall this Agreement be construed more strongly against any one person solely because such person or its representative acted as draftsman hereof, it being acknowledged by the parties hereto that both have been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.

(m) Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

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

Purchaser: Leo Americus  
P. O. Box 2112  
Cordova, Alaska 99574

Escrow Agent: Pacific Northwest Title of Alaska, Inc.  
3201 C Street, Suite 110  
Anchorage, Alaska 99503

Title Company: Pacific Northwest Title of Alaska, Inc.  
3201 C Street, Suite 110  
Anchorage, Alaska 99503

Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand shall be deemed to have been duly given or served on the date three (3) days after being placed in the U.S. Mail.

(n) The parties agree to execute such instructions to Escrow Agent and Title Company and such other instruments and to do such further acts as may be

reasonably necessary to carry out the provisions of this Agreement on terms mutually acceptable to Purchaser and Seller.

(o) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SELLER: CITY OF CORDOVA

By: \_\_\_\_\_  
Mark Lynch, City Manager

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 2011, by Mark Lynch, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_



PURCHASER:

Leo Americus

By: \_\_\_\_\_  
Leo Americus

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October 2011, by LEO AMERICUS.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

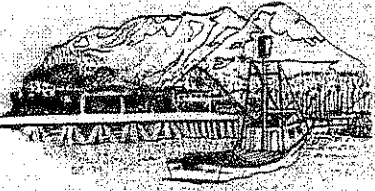
## **EXHIBIT A**

### **Legal Description of the Property**

Lot 1-4, Block 42, CORDOVA ORIGINAL TOWNSITE, according to the official map and plat thereof, Plat No.1-10, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

EXHIBIT B

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

All proposals must be submitted by Tuesday, June 21st 2011 @ 5p.m in a sealed envelope.

Property: Lot 1-4, Block 42, Original Townsite; 708 Eighth Street. See attached map.

Name of Proposer Leo Americas  
Name of Business \_\_\_\_\_

Address Box 2112  
Cordova, AK 99574

Phone Number (907) 253-3000

**Note:** All submitted proposals for this property will be reviewed by the Planning & Zoning Commission who will then recommend a proposal to City Council for final review and acceptance. The City Council reserves the right to reject any, part of any or all proposals, or to accept any proposal deemed most advantageous to the City of Cordova.

The chosen proposal will be required to address and provide a Drainage Plan for this property, which will be reviewed and approved by the Public Works and Planning Departments prior to a Building permit being issued.

The minimum price that will be accepted for Lot 1-4, Block 42, Original Townsite; 708 Eighth Street is \$45,000. This is the Fair Market Value determined by a qualified appraiser licensed by the State of Alaska. If the successful proposal amount is greater than the appraised value, then that shall be the amount paid for the property. In no event shall the winning bid amount be less than Fair Market Value.

Proposed Price 65,000

The applicant shall be responsible for all fees and costs the City incurred to third-parties in the transaction, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per City of Cordova Municipal Code section 5.22.100.

Please review the attached section of Code for the allowable uses within the Medium Density Residential Zone.

**Additional Information required (Please attach separately)**

1. Please describe the proposed use of this lot?
2. Please describe the type of building(s) you're proposing to develop.
3. What is the proposed square footage of the building(s)? Please provide a rough sketch of your building(s) layout on the attached drawing of this lot.
4. What is the benefit of the proposed development to the community?
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?
7. How will you resolve any drainage issues arising from the addition of fill material?

**Please address to:**

City of Cordova  
Planning Department  
C/O Sealed Proposals  
Lots 1-4, Block 42; O.T.  
P.O. Box 1210  
Cordova, Alaska 99574

## **Chapter 18.24 - R MEDIUM DENSITY RESIDENCE DISTRICT**

### Sections:

18.24.010 - Permitted uses.

18.24.020 - Building height limit.

18.24.030 - Lot area.

18.24.040 - Front yard.

18.24.050 - Rear yard.

18.24.060 - Side yard.

### **18.24.010 - Permitted uses.**

The following uses are permitted in the R medium density district:

- A. One-family, two-family and multiple-family dwellings;
- B. Boardinghouses;
- C. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;
- D. Require off-street parking.

(Prior code § 15.204.2(A)).

### **18.24.020 - Building height limit.**

The maximum building height in the R medium density district shall be three and one-half stories but shall not exceed forty-five feet.

(Prior code § 15.204.2(B)).

### **18.24.030 - Lot area.**

- A. The minimum lot area in the R medium density district shall be four thousand square feet and the minimum lot width shall be forty feet.
- B. The minimum lot area for dwellings in the R medium density district shall be:
  1. For a one-family dwelling, four thousand square feet per dwelling unit;
  2. For a two-family and three-family dwelling, two thousand square feet per dwelling unit;
  3. For a multiple-family dwelling unit with four to seven dwelling units, one thousand six hundred square feet per dwelling unit;
  4. For a multiple-family dwelling with eight or more dwelling units, one thousand square feet per dwelling unit.

(Prior code § 15.204.2(C)).

### **18.24.040 - Front yard.**

There shall be a front yard in the R medium density district of not less than ten feet from curb line.

(Prior code § 15.204.2(D)).

### **18.24.050 - Rear yard.**

There shall be a rear yard in the R medium density district of not less than twenty-five percent of the depth of the lot but such yard need not exceed fifteen feet.

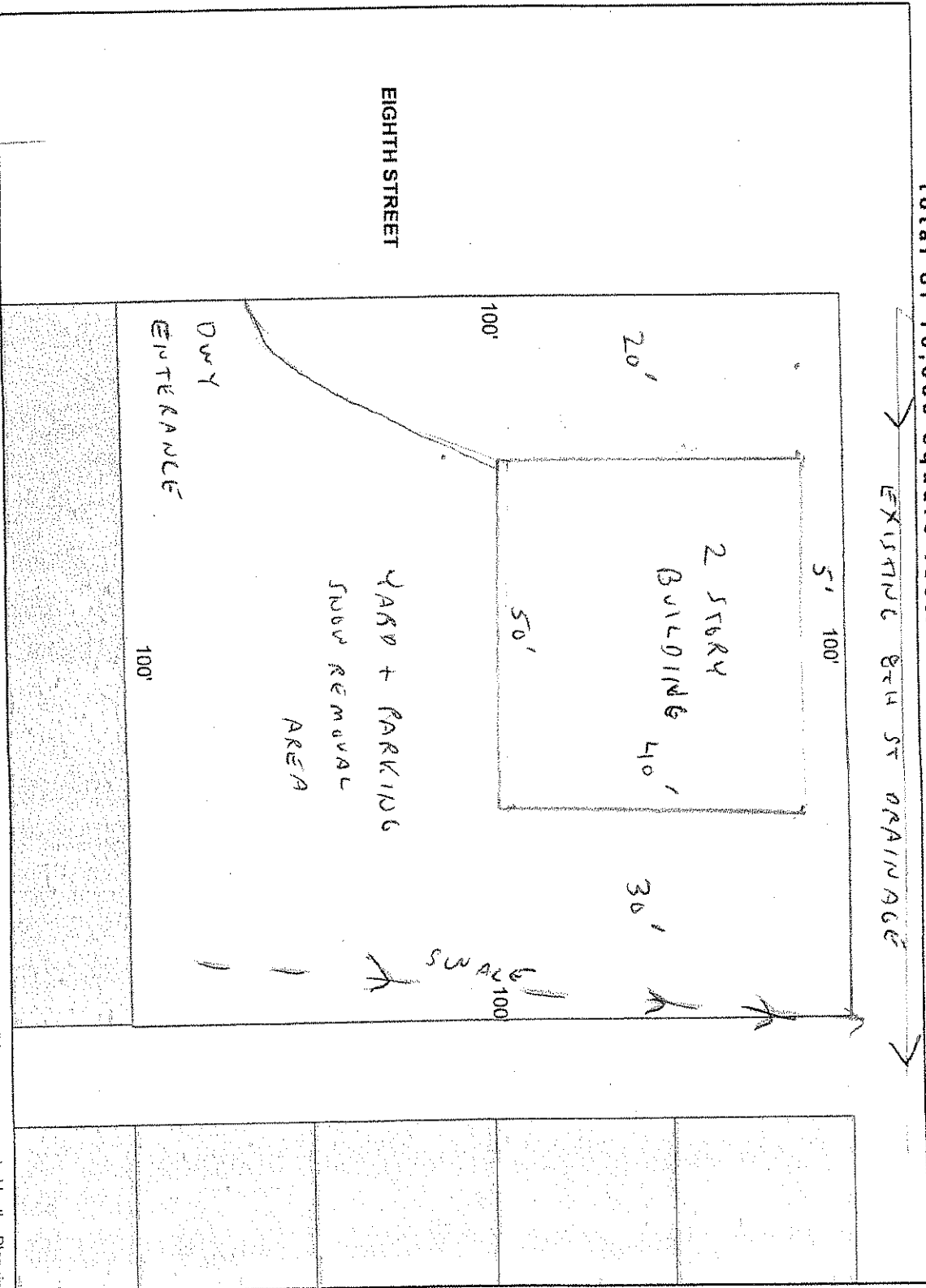
(Prior code § 15.204.2(F)).

**18.24.060 - Side yard.**

- A. There shall be a side yard in the R medium density district of not less than five feet. The minimum side yard on the street side of a corner shall be ten feet.
- B. The following additional requirements shall apply to two-family and multiple-family dwellings in the R medium density district:
  - 1. In case the building is so located on the lot that the rear thereof abuts one side yard and front abuts the other, the side yard along the rear of the building shall have a minimum width of twelve feet and the side yard along the front of the building shall have a minimum width of ten feet.
  - 2. For multiple-family dwellings the minimum side yards required shall be increased one foot for each dwelling unit over four.

(Prior code § 15.204.2(E)).

Lots 1-4, Block 42, Original Townsite  
 \*\*\*This depiction is showing Lots 1-4 as one singular lot strictly for the purposes of drawing your intended plan. There are four 25' X 100' (2,500 square foot) lots for a total of 10,000 square feet.



This map was created for illustration purposes only. It was not intended to be used as a survey instrument.

This map was created by the Planning Department on May 17th 2011 for the property disposal packet.

May 28, 2011

I am attaching this letter to cover the additional information required to purchase Lots 1-4 Block 42, Original Townsite.

1. The lot will be used to construct a two story residential building. The building will be set up with primary residence on second floor. An efficiency style apartment on ground floor. The site has several issues limiting its use. The existing 1 1/4 inch water service services all of Eighth Ave. A multi family unit could affect the water service for all the existing units. The lot is situated on the east side of Eighth Ave. This makes the lot significantly lower than the street. Access to the lot is limited to the south west corner. All vehicle traffic would be here. This would become an annoyance to the resident of Lot 5. Parking would also be limited as it could not be directly from the street.
2. I am proposing a two story residential building. Primary residence on second floor, with a shop efficiency unit on ground floor.
3. The building will be around 4,000 sq. ft.
4. I will build a high quality building adding value to the tax rolls. The building will provide two additional residences. I will continue to reside in the community and try to provide timely and affordable survey services in Cordova. Local labor would be used in the construction.
5. The improvements when completed should be around \$400,000.
6. Due to changes in my personal life I am needing to sell my present home within the next two years. Should I acquire this lot I would begin immediately to sell my present home and move forward on construction of a new home.
7. I have visited the lot several times. After consulting with the city water and sewer department I believe a lot of fill would not be needed for construction. I plan to place some fill to bring the driveway up and to match the existing grade of Lot 5. I propose to build a drainage swale along the east side of the lot. Any runoff could be diverted to the existing drainage running along the north side of Lot 1 and Lot 20 Block 42. This is the drainage that is already in place.

Thank you  
Leo Americus



**EXHIBIT C**  
Form of Quitclaim Deed

**CORDOVA RECORDING DISTRICT**

Recording requested by and  
after recording, return to:  
Thomas F. Klinkner  
Birch Horton Bittner & Cherot  
1127 West 7<sup>th</sup> Avenue  
Anchorage, AK 99501

**QUITCLAIM DEED**

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to LEO AMERICUS, whose address is P. O. Box 2112, Cordova, Alaska 99574, all interest which Grantor has, if any, in the following described real property:

Lot 1-4, Block 42, CORDOVA ORIGINAL TOWNSITE, according to the official map and plat thereof, Plat No.1-10, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

DATED this \_\_\_\_\_ day of October 2011.

GRANTOR:

CITY OF CORDOVA

*EXHIBIT; DO NOT SIGN*

\_\_\_\_\_  
Mark Lynch, City Manager

STATE OF ALASKA            )  
  ) ss:  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October, 2011, by Mark Lynch, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

*EXHIBIT; DO NOT SIGN*

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires:\_\_\_\_\_

**EXHIBIT D**  
Form of Performance Deed of Trust

**CORDOVA RECORDING DISTRICT**

Recording requested by and  
after recording, return to:

Thomas F. Klinkner, Esq.  
BIRCH HORTON BITTNER & CHEROT  
1127 W. 7th Avenue  
Anchorage, AK 99501

**PERFORMANCE DEED OF TRUST**

This PERFORMANCE DEED OF TRUST (this "Deed of Trust") is made this \_\_\_\_\_ day of October, 2011 (the "Effective Date"), by LEO AMERICUS (the "Trustor"), whose address is P. O. Box 2112, Cordova, Alaska 99574, to PACIFIC NORTHWEST TITLE OF ALASKA (the "Trustee"), whose address is 3201 C Street, Suite 110, Anchorage, Alaska 99503-3961, for the benefit of the CITY OF CORDOVA (the "Beneficiary"), whose address is P. O. Box 1210, Cordova, Alaska 99574.

1. **GRANT.** In consideration for the acceptance by Trustee of the trust hereunder, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the obligations of Trustor described herein, Trustor hereby grants, bargains, sells and conveys to Trustee, in trust, with the power of sale, all of Trustor's estate, right, title, and interest in and to the following property:

Lot 1-4, Block 42, CORDOVA ORIGINAL TOWNSITE, according to the official map and plat thereof, Plat No.1-10, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust (collectively, the "Property").

2. **COMMENCEMENT AND SUBSTANTIAL COMPLETION OF CONSTRUCTION; OPERATIONAL OBLIGATIONS.** On or before the date five (5) **years** after the Effective Date, Trustor shall substantially complete construction of a Residential Dwelling and any and all appurtenances and accessions thereto as required in the plan incorporated into the Purchase and Sale Agreement attached hereto as

Attachment 1 for the Property (the "Project"). For purposes of this Section 2 and Section 7.2 hereof, the term "substantially complete" shall mean the stage of progress of construction when the Project, including without limitation its structure, façade and windows, roof, heating, plumbing and lighting, are sufficiently complete so that the Trustor can occupy and use the Project for his intended purposes.

**3. COMPLIANCE WITH LAWS.** Trustor shall comply with all federal, state, and local laws affecting the Property, neither commit nor permit any illegal act thereon or waste thereof, and shall keep all improvements on the Property in good working condition and repair.

**4. WARRANTIES AND COVENANTS OF TRUSTOR.** Trustor warrants, covenants and agrees as follows:

**4.1 Warranties.** Trustor has full power and authority to grant the Property to Trustee.

**4.2 Preservation of Lien.** Trustor will preserve and protect the priority of this Deed of Trust as a first lien on the Property.

**4.3 Construction.** Trustor shall commence and complete construction of the Project, and will otherwise fulfill all of their covenants and obligations to Beneficiary relating in any way to such construction, in accordance with the terms and conditions of this Deed of Trust.

**4.4 Right of Inspection.** Trustor shall permit Beneficiary, or its agents, at all reasonable times, to enter upon and inspect the Property for purposes of ensuring Trustor's compliance with this Deed of Trust.

**4.5 Further Assurances.** Trustor will, at his own expense, from time to time execute and deliver any and all instruments of further assurance and do any and all such acts, or cause the same to be done, as Trustee or Beneficiary deem necessary or advisable to grant to Trustee the Property or to carry out more effectively the purposes of this Deed of Trust.

**4.6 Legal Actions.** Trustor will appear in and defend any action or proceeding before any court or administrative body purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and will pay all costs and expenses, including cost of evidence of title, title insurance premiums, and any fees of attorneys, appraisers, environmental inspectors, and others, incurred by Beneficiary or Trustee, in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust and in any nonjudicial foreclosure of this Deed of Trust.

**4.7 Taxes, Assessments, and Other Liens.** Trustor will pay with interest, not later than the due date, all taxes, assessments, encumbrances, charges and liens on the Property or any part thereof which at any time appear to be or are alleged to be prior and superior hereto, including without limitation any tax on or measured by rents of the Property, this Deed of Trust, or any obligation or part thereof secured hereby.

**4.8 Expenses.** Trustor will pay all costs, fees, and expenses reasonably incurred by Beneficiary or Trustee in connection with this Deed of Trust.

**4.9 Sale, Transfer, or Encumbrance of Property.** Subject to Section 7 hereof, Trustor shall not, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, sell, transfer or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein, cause or permit any change in the entity, ownership, or control of Trustor or agree to do any of the foregoing. Consent to any one such occurrence shall not be deemed a waiver of the right to require consent to any future occurrences.

**5. DEFAULT.** In the event Trustor fails to commence or substantially complete the construction of the Project within the times set forth in Section 2 hereof, or if Trustor violates any other term of this Deed of Trust, Beneficiary may declare Trustor to be in default of this Deed of Trust without any notice or demand of any kind, both of which are hereby expressed waived.

## **6. REMEDIES UPON DEFAULT.**

**6.1 Foreclosure of Deed of Trust.** Upon the occurrence of any event of default under this Deed of Trust, Beneficiary may cause the Property to be sold by foreclosing this Deed of Trust in any manner then permitted by law. Trustee may act as agent for Beneficiary in conducting any such sale.

**6.2 Remedies Cumulative.** The rights and remedies accorded by this Deed of Trust shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising under applicable law, in equity, or otherwise. All rights and remedies provided for in this Deed of Trust or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently, or successively. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any default shall not constitute a waiver of any subsequent or other default.

## **7. TRUSTEE.**

**7.1 General Powers and Duties of Trustee.** At any time or from time to time, upon an event of default, without liability therefor and without notice and without affecting the liability of any person for the payment of the indebtedness secured hereby,

and upon written request of Beneficiary, payment of its own fees and presentation of this Deed of Trust, Trustee may:

7.1.1 Join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; or

7.1.2 Reconvey, without warranty, all or any part of the Property.

**7.2 Reconveyance.** Upon the Trustor's satisfactory performance of the obligations set forth in Section 2 hereof, Beneficiary shall request Trustee to reconvey the Property. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and any attorneys' fees and costs. Beneficiary may charge such person or persons a fee for reconveying the Property.

**7.3 Powers and Duties on Default. Powers and Duties on Default.** Upon written request therefor by Beneficiary specifying the nature of the default, or the nature of the several defaults, Trustee shall execute a written notice of default and of its election to cause the Property to be sold to satisfy the obligation secured hereby, and shall cause such notice to be recorded and otherwise given according to law.

Notice of the sale shall have been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place of sale specified in the notice, as provided by statute, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at the time of sale. Trustor agrees that such a sale (or a sale pursuant to judicial foreclosure) of all the Property as real estate constitutes a commercially reasonable disposition thereof. Trustee may postpone the sale of all or any portion of the Property, and from time to time thereafter may postpone such sale, as provided by statute. Trustee shall deliver to the purchaser its deed and bill of sale conveying the Property so sold, but without any covenant or warranty, express or implied. The recital in such deed and bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee, including Trustor or Beneficiary, may purchase at such sale.

**7.4** After deducting all of the costs, fees, and expenses of Trustee and of this trust, including the cost of title search and title insurance and reasonable attorneys' fees in connection with the sale, Trustee shall pay the proceeds of the sale to the Beneficiary.

**7.5 Acceptance of Trust.** Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

**7.6 Reliance.** Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this Deed of Trust, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

**7.7 Replacement of Trustee.** Beneficiary may, from time to time, as provided by statute, appoint another trustee in place and stead of Trustee herein named, and thereupon Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder, with the same effect as if originally named Trustee herein.

## **8. HAZARDOUS SUBSTANCES.**

**8.1 Covenants and Agreements.** Trustor hereby covenants and agrees as follows:

**8.2 Covenants and Agreements.** Trustor hereby covenants and agrees as follows:

8.1.1 Trustor will not cause or permit any Hazardous Substance to be brought upon, kept, used, or generated by Trustor, its agents, employees, contractors, or invitees, in the operation of the Property unless the use or generation of the Hazardous Substance is necessary for the prudent operation of the Property in the ordinary course of Trustor's business and operations and in compliance with all Environmental Laws.

8.1.2 Trustor will at all times and in all respects and at its own expense comply with all Environmental Laws.

8.1.3 At any time, and from time to time, if Trustee so requests, Trustor shall forward to Trustee the most recent environmental review, audit, assessment and/or report relating to the Property procured by Trustor, at the sole cost and expense of Trustor.

8.1.4 Trustor will, at its sole expense, take all actions as may be necessary or advisable for the clean-up of Hazardous Substances on or with respect to the Property, including without limitation all removal, containment and remedial actions in accordance with all applicable laws, and shall further pay or cause to be paid all clean-up, administrative and enforcement costs of governmental agencies with respect to Hazardous Substances on or with respect to the Property if obligated to do so by contract or by law. Trustor will immediately notify the Trustee should Trustor become aware of any actual or potential liability, lien, or violation with respect to Hazardous Substances stored, disposed or released in, on or about the Property. Trustee may require from Trustor assurances that Trustor is taking all actions as may be reasonably

required for the clean-up of Hazardous Substances in or with respect to any of the Property; provided, that for all purposes under this Section. Trustor shall, upon the Trustee's request therefor, provide the Trustee with, and the Trustee shall be fully protected in relying upon, without further investigation or further duty to determine whether any removal, containment and/or remedial actions are satisfactory, either (A) the written approval of such actions by any independent environmental consultant selected by Trustor and not objected to in writing by Trustee or Beneficiary within thirty (30) days after receipt of notification of Trustor's selection; or (B) written notice from Trustor that Trustor is contesting in good faith any such requirement by appropriate legal proceedings.

### **8.3 Definitions.** As used in this Section 8:

8.2.1 "Environmental Laws" means all laws and regulations, now or hereafter in effect, with respect to Hazardous Substances, including without limitation the Comprehensive Environmental response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.), and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

8.2.2 "Hazardous Substance" means any substance or material now or hereafter defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term, by any Environmental Laws.

**9. CONDEMNATION.** Trustor shall promptly notify Beneficiary of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property or any part thereof, and Trustor shall appear in and prosecute any such action or proceeding unless otherwise directed by Beneficiary in writing. Upon the occurrence and continuance of a default under this Deed of Trust, Trustor authorizes Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of the Property whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking.

### **10. MISCELLANEOUS.**

**10.1 Time of Essence.** Time is of the essence of this Deed of Trust.

**10.2 Binding Upon Successors and Assigns.** Subject to the provisions of applicable law with respect to successor trustees, this Deed of Trust shall be binding on and inure to the benefit of the parties, their successors and assigns.

**10.3 Beneficiary's Right to Perform Obligations of Trustor.** If Trustor fails to perform the covenants and agreements contained or incorporated in this Deed of Trust, or if any action or proceeding is commenced which affects the Project or title thereto or the interest of Beneficiary therein (including without limitation any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding or eminent domain proceeding), then Beneficiary, at Beneficiary's option may make such appearance, disburse such sums, and take such action as Beneficiary deems necessary, in its sole discretion, to protect Beneficiary's interest, including without limitation (i) disbursement of attorneys' fees and expenses; (ii) entry upon the Property to make repairs; and (iii) procurement of satisfactory insurance. Trustor shall reimburse Beneficiary for all reasonable costs incurred by Beneficiary in taking any said action, together with interest from the date of expenditure until repaid at two percent per annum over the rate of interest announced by the Trustee as its prime rate from time to time, but in any event, not greater than the maximum rate of interest permitted by Alaska law. Such sums shall become a part of the obligations of Trustor secured by this Deed of Trust and be payable by Trustor on demand. Trustor agrees that the amounts described in this section constitute necessary expenditures for the preservation of Beneficiary's security and, to the extent permitted by law, such amounts shall have a lien priority date as of the date of recording of this Deed of Trust.

Such action by Beneficiary shall not constitute a waiver of the default or any other right or remedy which Beneficiary may have on account of Trustor's default. Nothing in this Section 10.3 shall require Beneficiary to incur any expense or take any action.

**10.4 Notices.** Notices under this Deed of Trust shall be in writing and shall be sufficiently given if addressed and mailed by first-class, certified or registered mail, postage prepaid, to a party at the address set forth above, or such other address as a party may indicate by written notice to the others. All notices shall be deemed served upon deposit of such notice in the United States Postal Service in the manner above provided.

**10.5 Captions.** All captions used in this Deed of Trust are intended solely for convenience of reference and shall not limit, expand or otherwise affect any of the provisions of this Deed of Trust.

**10.6 Invalid Provisions to Affect No Others.** If any of the provisions contained in this Deed of Trust shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained herein shall not be affected thereby.



**10.7 Changes in Writing.** This Deed of Trust and any of its terms may only be changed, waived, discharged or terminated by a writing signed by Beneficiary.

**10.8 Applicable Law.** This Deed of Trust, and the terms and conditions herein shall be construed, applied and enforced in accordance with the laws of the State of Alaska.

**10.9 Parties Interested Herein.** Nothing in this Deed of Trust, express or implied, is intended or shall be construed to give to any person, other than Trustor, Beneficiary and Trustee any right, remedy or claim under or by reason of this Deed of Trust. The covenants, stipulations and agreements in this Deed of Trust contained are and shall be for the sole and exclusive benefit of Trustor, Beneficiary and Trustee, and their successors and assigns.

IN WITNESS WHEREOF, the Trustor has executed this Agreement as of the date first above written.

TRUSTOR: LEO AMERICUS

*EXHIBIT; DO NOT SIGN*

By: \_\_\_\_\_  
Leo Americus

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Leo Americus.

*EXHIBIT; DO NOT SIGN*

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

**CITY COUNCIL PUBLIC HEARING  
SEPTEMBER 21, 2011 @ 7:15 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor Kallander* called the Council public hearing to order at 7:15 pm on September 21, 2011, in the Library Meeting Room.

**B. ROLL CALL**

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

**C. PUBLIC HEARING**

1. Ordinance 1086

An ordinance of the city of Cordova, Alaska, amending Cordova Municipal Code section 5.36.035(c) to create a one-time filing requirement for qualified senior citizens, disabled veterans and their widows and widowers – 2<sup>nd</sup> reading

2. Ordinance 1087

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 5.12.100 to authorize additional methods for procuring construction, supply and/or design services on City of Cordova projects – 2<sup>nd</sup> reading

*Mayor Kallander* opened the meeting up for public comment – there was none

Council took a recess at 7:17 pm

Meeting reconvened at 7:27 pm

*Mayor Kallander* reopened the meeting for public comment – there was still no public comment

**D. ADJOURNMENT**

Hearing no objection, *Mayor Kallander* adjourned the public hearing at 7:28 pm.

Approved:

Attest: \_\_\_\_\_  
Robyn Kincaid, Deputy City Clerk

**CITY COUNCIL REGULAR MEETING  
SEPTEMBER 21, 2011 @ 7:30 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kallander* called the Council Regular Meeting to order at 7:30 PM on September 21, 2011, in the Library Meeting Room.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

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

**C. ROLL CALL**

Present for roll call were *Mayor James Kallander* Council members *James Kacsh*, *David Allison* (via teleconference), *Bret Bradford*, *EJ Cheshier* and *David Reggiani*. Council Members *Keith van den Broek* and *Robert Beedle* were absent. Also present was City Manager *Mark Lynch*, City Clerk *Susan Bourgeois*, Deputy City Clerk *Robyn Kincaid* and Student Council representative *Shyla Krukoff*.

**D. APPROVAL OF REGULAR AGENDA**

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

Vote on motion: 5 yeas, 0 nays, 2 absent (van den Broek, Beedle). Motion was approved.

**E. DISCLOSURES OF CONFLICTS OF INTEREST**

*Kacsh* declared a conflict on item #25. *Mayor Kallander* agreed, and determined that *Kacsh* should refrain from commenting on item #25.

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

1. Guest Speakers - None
2. Audience comments regarding agenda items

*Mary Ann Bishop* of 406 Fourth St, read a letter that spoke against the passage of Ordinance 1088. She stated that she felt Council has not done their due diligence with AIGCO. She does not think the City should be giving away fill for free. She felt there are inconsistencies in the contract and is afraid that the developments promised are not clearly addressed in the contract.

*Don Sjostedt* of 180 Eyak Dr. spoke in favor of Ordinance 1088 stating that it will bring in a competitive resource for our energy needs, it also would open up more industrial property. He opined that the City Council should look into creating more industrial land.

*Tim Joyce* of 1001 Pipe St, spoke in favor of Ordinance 1088 stating that it will improve the environment in Cordova, would reduce the energy costs for many families in Cordova, the fill removal will create flat land which could be used for boat storage or other industrial land. He added that the City had the right to offer whatever kind of incentive it wishes to bring new business into town.

3. Chairpersons and Representatives of Boards and Commissions

*Jim Nygaard*, Superintendent of Schools, presented to Council a handout explaining the Alaska Education tax credit, stated that he wants to educate people on how to keep their tax dollars in Cordova for Cordova's schools. He stated that the ILP building is moving forward, they had some issues with the ferry being canceled due to weather. He anticipates the kids will be moved into the building November 1<sup>st</sup> and thanked *Moe Zamarron* for his help. He spoke about No Child Left Behind reauthorization stating that the government knows that the testing isn't fair and they are issuing waivers and is moving towards test scores directly affecting teacher's evaluations. He informed Council that there is a week left of the timber receipts, it may be picked back up again next month but there is no guarantee. He

reminded Council that Commissioner **Click Bishop** will be in town next Wednesday night. He added that they are modifying their facilities use agreement and it is creating a stir. It is an old agreement but they are deciding they need to start being consistent. He is looking into the best practice for such a fee schedule. **Reggiani** asked about the intent of the fees. **Nygaard** responded that the fees are not new and that they don't charge many people. They feel if those using the facility are making a profit then the facility should make a profit. Mostly it's for financial accountability to maintain the facility and cover janitorial expenses etc. He clarified that there are no fees for kids' activities. He stated that there are student activity fees, tech fees, jazz band fees and shop fees. He stated that there is a fine line between school and public use and the school and kids need to come first. **Reggiani** stated that what he understands is that it's a money making tool for the school and that the cleaning fee is separate and everyone pays the cleaning fee. He added that he understands custodial fees but has a concern with the school renting out a City building; it could be a City fee schedule thing. He added he has a hard time charging the people to use the facility who paid to have the facility built in the first place. He would encourage the School Board to take a careful look at the agreement. **Nygaard** stated that the monies collected from the fees go into the general fund to pay for maintenance. They want to be consistent with the new facility. **Mayor Kallander** requested **Nygaard** provide for Council the facilities use agreement so they can be consistent in their community responses. **Nygaard** said he would supply it to the Clerk for distribution.

**Bradford** reported for Parks & Rec. He stated they went over their capital budget at the last meeting and that they will finalize it before Council's second meeting in October.

**Reggiani** reported that P&Z met with Parks & Rec to discuss parks and open spaces, specifically the avalanche zone. They are trying to label parcels that are for sale and not for sale. They are discussing updating code and working on a capital list to present to Council.

**Krukoff** reported for the Student Council that their mission statement for the year is "Inspire Leadership & Respect" they are planning on sending 4 students to the fall AASG next month and planning what they are going to do next year.

## G. APPROVAL OF CONSENT CALENDAR

**Mayor Kallander** informed Council that the Consent Calendar was before them.

4. Record excused absence of Council member Keith van den Broek from the 9-07-11 Regular Meeting.

5. Record unexcused absence of Council member Bret Bradford from the 9-07-11 Regular Meeting.

6. Ordinance 1086

An ordinance of the City of Cordova, Alaska, amending Cordova Municipal Code section 5.36.035(c) to create a one-time filing requirement for qualified senior citizens, disabled veterans and their widows and widowers – 2<sup>nd</sup> reading

7. Ordinance 1087

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 5.12.100 to authorize additional methods for procuring construction, supply and/or design services on City of Cordova projects – 2<sup>nd</sup> reading

Vote on Consent Calendar: 5 yeas, 0 nays, 2 absent (van den Broek, Beedle). Cheshier – yes; Reggiani – yes; Kacsh – yes; Allison – yes and Bradford – yes. Consent Calendar was approved.

## H. APPROVAL OF MINUTES

**M/Reggiani S/Kacsh** to approve the minutes.

8. September 7, 2011 Work Session Minutes

9. September 7, 2011 Regular Meeting Minutes

Vote on motion: 5 yeas, 0 nays, 2 absent (van den Broek, Beedle). Motion was approved.

**I. CONSIDERATION OF BIDS - none****J. REPORTS OF OFFICERS****10. Mayor's Report**

**Kallander** reported that he attended the City's 9-11 ceremony and that the Police and Fire Departments did a good job. He had a meeting with **Floyd Lamoreux**, Providence new CEO, and the staff's questions were answered. He talked with **Dale Muma**, Harbor Master, and asked him to develop a long term plan for the harbor. **Muma** will be producing that this winter. He stated that **Bradford** and he toured the Civic Center and it is an impressive building. He and **Bitney** discussed and have identified some issues with the Governor's veto for the hospital roof and they are mitigating those for a better outcome this next year. He will be in Juneau October 4<sup>th</sup>. PERS is creating large challenges with the Hospital contract and he will keep Council informed on that. The City is still waiting on the 7 million from EVOS.

**11. Manager's Report**

**Lynch** reported that the new Police Chief, **Bob Griffiths** will be here October 3<sup>rd</sup>. The City is currently looking for a Fire Marshal, a Diesel Mechanic and a position within Public Works. He is working on contract negotiations with the Union which is due before the end of the year. He is working on the fee schedule and the budget. The City was granted a default judgment of \$14K against the Sound Developer which should be out and clean by the middle of November according to the Coast Guard. The owner of the Spartan has filed for bankruptcy and the lawyer is working on it. The City is still getting push back from EVOS. He met with **John Harvill** from the Science Center and they are working on a draft proposal. The ILP building is under construction. He will be taking leave next week as he has family visiting. There is an opportunity for ICS Training through FEMA that he will be unable to attend because of AML. He is looking into a new funding opportunity for developing new jobs. He handed out his self-evaluation to Council.

**12. City Clerk's Report – Written report is in the packet****13. Staff Reports****a. Josh Hallquist, COR, Cordova Center Project**

**Hallquist** reported that the west wall is complete. They did work on the walls and footings for the cisterns. They installed the below grade piping for the second floor. They are pouring the third floor slabs Friday and the second floor slabs possibly tomorrow. They should start assembling the trusses in about a week and a half. Negotiations are moving slowly. The architect is visiting on-site bi-monthly and he is continuing to push to try to get him here every week. Phase II schedule is a month behind.

**b. Cathy Sherman, Cordova Center Phase II**

**Hallquist** read **Sherman's** report into the record. No official change in the financials since September 11<sup>th</sup>. There has been no progress on the EVOS money. Contract date for substantial completion prior to change order 20 was November 4, 2011, after change order 20 it is now November 16, 2011. There will be meetings this Monday and Tuesday with the roofer and mason, OAC and MRV. Internal work is being done within the City to determine the technology needs.

**c. Moe Zamarron, Public Works**

**Zamarron** invited the Council members to come to the shop barbeque from 3-5 September 22<sup>nd</sup>. The goal is to get everyone out to review the equipment and see what they have going on at the shop. He stated he is really proud of his crew. He is able to give DEC good reports because of the good people he has working for him.

**K. CORRESPONDENCE****14. Letter from State Archives in re citizen oversight task force for Exxon Valdez records**

15. Letter from AML seeking funding for Partnership for Rural America Campaign in re Secure Rural Schools funding
16. Letter from Linda Kelly in re City land acquisition
17. Email from AML in re SRS Proposal
18. Letter from Mayor Kallander to USDoj in re redistricting
19. Letter from Clay Koplin in re AIGC land sale ordinance
20. Letter from RCAC requesting letter of support in re invasive animal and plant species

**Lynch** gave Council a briefing on the **Linda Kelly** letter stating that Planning had decided the land was not for sale. He stated that Planning had determined that the lot was not big enough to build on. It used to be filled with junk that was removed for the purpose of creating an impound lot. It was talked about once that it could possibly be used for a snow dump location. He does have a concern with the City providing City lots for people to store their personal snow it may set an impossible precedent. **Kallander** asked if a written response had been sent to Kelly's. **Lynch** responded that he would look into it.

**Kallander** asked why **Clay Koplin's** letter was before Council again. The Clerk responded that it was at the request of a Council member to have the letter re-presented to them the next time AIGCO was on the agenda. **Kallander** pointed out that the letter spoke to an older version of the contract.

The Clerk pointed out to Council that if they want to support the letter from AML, item #15, they need to give direction on the amount they wish to send. **Lynch** added that they used a scenario last year that gave them a percentage of the money given to the City which was about \$1400. If Council uses the same scenario this year it would be about \$1100. **Allison** stated that he felt they should support in the amount of \$1000-\$2000. **Bradford** agreed that they should use the same formula as last year. **Lynch** stated that it would be \$1180. Council concurred on the amount.

**Allison** requested the **Linda Kelly** topic in regard to City Land acquisition be put on a future agenda for discussion on snow dumps and also on the impound lot. He thinks there are better places for the impound lot to go. **Kacsh** agreed with **Allison** to put it on the next agenda.

## L. EXECUTIVE SESSION

21. Attorney advice regarding AIGCO negotiations

**M/Reggiani S/Bradford** to enter into executive session to receive some advice from our attorney regarding AIGCO negotiations matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government.

Council entered executive session at 8:40 pm; Council came out of executive session at 9:10 pm

Council took a recess at 9:10 pm; Meeting reconvened at 9:15 pm

## M. ORDINANCES AND RESOLUTIONS

22. Ordinance 1082

An ordinance of the City Council of the city of Cordova, Alaska, authorizing the conveyance to Alaska Intrastate Gas Company of 4.21 acres of tidelands located in ATS 1004 – <sup>2nd reading</sup>

**M/Reggiani S/Kacsh** to approve Ordinance 1082, an ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Alaska Intrastate Gas Company of 4.21 acres of tidelands located in ATS 1004

**Bradford** stated that there has been talk of postponing this ordinance and he is not in favor of postponing the ordinance he would rather there be a vote.

**M/Reggiani S/Cheshier** to postpone Ordinance 1082 indefinitely.

**Reggiani** pointed out that Ordinance 1088 is a substitute ordinance for 1082, postponing this ordinance

is the correct parliamentary procedure. **Bradford** opined again that there is no reason to postpone; to vote the ordinance down would also be a correct parliamentary procedure.

Vote on motion: 4 yeas, 1 nays, 2 absent (van den Broek, Beedle). Reggiani – yes; Kacsh – yes; Allison – yes, Bradford – no and Cheshier – yes. Motion approved.

### 23. Ordinance 1088

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Alaska Intrastate Gas Company of approximately 4 acres of tidelands located in ATS 1004<sup>1st reading</sup>

**M/Kacsh S/Reggiani** to approve Ordinance 1088, an ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Alaska Intrastate Gas Company of approximately 4 acres of tidelands located in ATS 1004

**Bradford** stated that he has reservations about this deal with AIGCO. To give them the fill is not a good deal. He gives his whole hearted support of cheaper energy but is not in support of this ordinance. **Kacsh** wanted to make note that non-substantial changes to the provisions to the fill and time for survey are being negotiated between AIGCO and the City Manager with the City Attorney. **Reggiani** stated he is in support of the ordinance and that it is a great opportunity for the community. There is potential of reducing energy costs, potential of creating some flat land for us out of the Fleming Spit quarry, and potential helping us with our North Fill project. **Cheshier** stated he is in support of the ordinance. The only thing he has had a concern with all along is that the City be able to get their land back if this thing doesn't go through and that the lawyers have done a good job at making sure that will happen. As far as he can see that will be the worst thing that could happen is we get filled land back or they don't fill it and nothing happens. **Allison** is in support of the ordinance stating that worst case doesn't hurt us and the best case provides us with cheaper energy.

Vote on motion: 4 yeas, 1 nay, 2 absent (van den Broek, Beedle). Kacsh – yes; Allison – yes, Bradford – no, Cheshier – yes and Reggiani – yes. Motion approved.

### 24. Resolution 09-11-39

A resolution of the City Council of the City of Cordova, Alaska, designating capital improvement projects

**M/Reggiani S/Bradford** to approve Resolution 09-11-39, A resolution of the City Council of the City of Cordova, Alaska, designating capital improvement projects.

**Lynch** reviewed for Council an item that they may want to add to the list. In the discussions with Providence they have conveyed to him that Emergency Health Records (EHR) will need to be in place by 2014. Any system we choose could be \$750K-\$1 mill. If that deadline is to be met it may be a good idea to start asking for funds for it now.

**M/Reggiani S/Cheshier** to amend Resolution 09-11-39, by inserting Electronic Health Records (EHR) to the capital improvement projects list as the #2 item and adjusting the other items down.

**Allison** pointed out that EHR would be coming out of the Hospital's budget. If the Hospital is able to get funds they would be able to pay the City back sooner. The City will not be responsible for the entire bill.

Vote on amendment: 5 yeas, 0 nays, 2 absent (van den Broek, Beedle). Kacsh – yes; Allison – yes, Bradford – yes, Cheshier – yes and Reggiani – yes. Motion approved.

**Bradford** stated that he wasn't at the meeting when they decided on the order on the list but has concerns with the shipyard building being ahead on the list of shipyard fill. He also thinks that the Public Safety Building should come before the shipyard building and would like to see the list reflected in that way.

**Kallander** informed that the Public Safety building will be \$20-30 mill and a shipyard building will be

about \$2 mill. Once the Samson deal has gone through and they are moved down there will be room for a shipyard building. There was lengthy discussion on the south fill sidewalks at the last meeting.

Vote on motion: 5 yeas, 0 nays, 2 absent (van den Broek, Beedle). Kacsh – yes; Allison – yes, Bradford – yes, Cheshier – yes and Reggiani – yes. Motion approved.

## N. UNFINISHED BUSINESS

25. Anchor Auto/Marine request for landfill fee consideration in re tire disposal

*M/Cheshier S/Bradford* to waive landfill fees for NAPA for disposing of tires.

*Bradford* asked if Napa charges a disposal fee. *Mayor Kallander* replied that they do but they are removing more tires than they sell. *Lynch* stated that the City is working towards a solution and that the waiver will be good for the interim. *Mayor Kallander* suggested they review the topic when the City finds a solution. *Moe Zamarron* approached Council stating that the fee waiver is a good idea for now, it isn't right for one entity to carry that burden. He asked Council to not drop the issue though, perhaps bring it back as a capital project. He welcomes the challenge to solve this issue. *Bradford* asked if they were looking into a grinder. *Zamarron* responded that they are looking at grinding, baling and a few other options.

Vote on main motion: 4 yeas, 0 nays, 1 conflict of interest (Kacsh), 2 absent (van den Broek, Beedle). Allison – yes, Bradford – yes, Cheshier – yes and Reggiani – yes. Motion approved.

## O. NEW & MISCELLANEOUS BUSINESS

26. Pending Agenda and Calendar

October 5<sup>th</sup> – City Manager Evaluation; Budget schedule presented in handout form; Mayor will be on vacation from November 2<sup>nd</sup> to December 1<sup>st</sup>

## P. AUDIENCE PARTICIPATION

*Joanie Behrends* spoke concerning the BP oil spill drill on September 28<sup>th</sup> and if they were going to do their own drill. Council decided not to participate in the drill.

*Behrends* also spoke about position specific training Home Land Security (HLS) is offering for the first time in Alaska. *Mayor Kallander* stated that he is the Public Information Officer but will be unable to attend the training and would like to see someone else affiliated in City Government attend in his place. *Behrends* agreed that someone from the City Government would be good. It will be good training which is paid for by HLS if someone who can afford the time. That position training is October 31<sup>st</sup> - November 4<sup>th</sup> in Anchorage. *Kacsh* stated he is interested. *Behrends* asked if Council would be willing to pay the way for a second person to go to the training should they find two that wish to attend a position specific class. Council concurred that they would not be paying for the second person.

*Barb Beedle*, 910 Ingress St, presented the idea that at one point in time she collected some tires to cut in half and make into driveway runner flower pots if someone else would like to do the same.

## Q. COUNCIL COMMENTS

27. Council Comments

*Bradford* stated that he has been doing the National Archery in Schools program and has had good experiences getting the facility. There is another class coming up on the 29<sup>th</sup> and 30<sup>th</sup>.

*Reggiani* stated that he is confused about the intent for the facility use fee. He has a concern with the school renting out a City building and also with charging the people who helped pay for the building in the first place. He added that this week a Police Officer informed him that he has been parking illegally for 11 years by parking within 30 ft of a yield sign. This also applies to stop signs and he has a concern that if this law is going to start being enforced the City is going to lose lots of parking. We might want to



look into options and painting for consistency. *Kacsh* suggested that this may be able to be amended for Cordova due to the town structure and parking constraints.

*Cheshier* stated he understood the no parking by a stop or yield sign. It makes it so you can't see to pull out into the intersection safely. He is in support of finding a solution to the tire issue.

*Allison* stated he would like to meet up with Moe and his crew when he gets back because he will miss the shop feed and equipment review.

**R. ADJOURNMENT**

*M/Reggiani S/Bradford* to adjourn the regular meeting at 10:07 pm

Hearing no objection, the meeting was adjourned.

Approved: October 5, 2011

Attest: \_\_\_\_\_  
Robyn Kincaid, Deputy City Clerk

**CITY COUNCIL SPECIAL MEETING  
SEPTEMBER 23, 2011 @ 12:00 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kallander* called the Council Special Meeting to order at 12:15 pm on September 23, 2011 in the Library Meeting Room.

**B. ROLL CALL**

Present for roll call were *Mayor James Kallander* Council members *James Kacsh*, *David Allison*, *Bret Bradford* and *EJ Cheshier*. Council Members *Keith van den Broek*, *David Reggiani* and *Robert Beedle* were absent. Also present via teleconference were City Attorneys *Holly Wells* and *Amy Limeres* and Deputy City Clerk *Robyn Kincaid*.

**C. APPROVAL OF AGENDA**

*M/Bradford S/Kacsh* to approve the agenda

Vote on motion: 4 yeas, 0 nays, 3 absent. (van den Broek, Reggiani and Beedle).

**D. DISCLOSURES OF CONFLICTS OF INTEREST - None****E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

1. Audience comments regarding agenda items. - None

**F. COUNCIL COMMENTS - None****G. EXECUTIVE SESSION**

2. To Discuss the Contract with Providence

*M/Bradford S/Kacsh* to enter into an executive session for discussion on the contract with Providence 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.

Vote on motion: 4 yeas, 0 nays, 3 absent. (van den Broek, Reggiani and Beedle).

Council entered executive session at 12:18 pm

The Special meeting was back in session at 12:42 pm.

**H. ADJOURNMENT**

*M/Allison S/Bradford* to adjourn.

Hearing no objection the meeting was adjourned at 12:43 pm.

Approved:

Attest: \_\_\_\_\_

Robyn Kincaid, Deputy City Clerk

# Memo

**To:** Mayor and City Council  
**From:** Josh Hallquist  
**CC:** Mark Lynch, City Manager; Moe Zamarron, Director of Public Works  
**Date:** September 29, 2011  
**Re:** Cordova Center Progress Update

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Last update was on September 15, 2011.

## PROGRESS

Since the last update:

- Poured 3<sup>rd</sup> floor slab B to E line
- Poured floor 1.5 and 2.5
- Completed pouring both Cistern walls and floor slabs
- Completed pouring chase walls and slab
- Formed and poured K-line building anchor
- Poured 5 and 6 line walls K-L
- Began forming 7 line wall J- M
- Poured F-line footing and pier
- Poured A-line footing and piers
- Backfilled 2<sup>nd</sup> floor E to J
- Began installing underground piping for 2<sup>nd</sup> floor F to J line
- Began setting 3<sup>rd</sup> floor steel E-J and decking
- Began setting trusses B to E line

Major items to complete in the next two weeks:

- Pour 7-line wall J to M
- Form and pour 3-line wall K to M
- Form and pour L and M line walls (closes south end)
- Complete 2<sup>nd</sup> floor underground piping
- Backfill 2<sup>nd</sup> floor to M line
- Begin forming 3-line wall F to G
- Set rebar and heat tube for 3<sup>rd</sup> floor slab H to K
- Complete setting 3<sup>rd</sup> floor steel all areas
- Complete setting roof trusses B to E line and deck
- Continue setting trusses G to L

- Complete setting SD-3
- Complete forming stage seating and pour

## **SCHEDULE**

Latest Construction schedule shows substantial completion 3/21/12. The currently approved substantial completion date is 11/15/11. We will be approving a later date, however the exact date is dependent on ongoing claim negotiations. Cathy and OAC continue to negotiate with DC regarding schedule and extended overhead with CCPM and MRV assistance. All parties met Monday and Tuesday and held pre-construction meetings for roofing and stone facing along with cost and schedule meetings. The goal of the roofing and stone facing meeting was to determine the most cost effective way forward considering the additional cost to perform these activities in winter conditions. Questions were raised about DC preparedness to proceed with these activities in relation to submittals and material. The direction was for DC to move forward post haste until winter conditions set in and reiterated our stance that due to DC not meeting the original activity duration's in the schedule they owned a portion of the additional cost for winter conditions. Roofing materials were upgraded to allow roofing work to stop if conditions and cost become prohibitive. CCPM continues to request additional concrete and ironworker crews to bring production to original baseline schedule durations. Schedule meeting revealed deficiencies in DC schedule logic in relation to stone facing and window installation. DC is reviewing their schedule and making the appropriate changes.

## **BUDGET**

- The eleventh application for payment was received and is being processed.

## **ISSUES / PROBLEMS**

- Architect continues to visit site on a bi-monthly basis.
- Architect falling off Phase II design schedule. First deliverable (base line drawings to design teams) slipped by over 1-1/2 months. Attended meeting between MRV and various design subs to discuss base drawings and design schedule. Mid November date set for owner review set of documents (originally set for October). CCPM stressed cost consideration to design team and need for documents to be complete and correct. Current Phase II cost are based on a 2008 engineers estimate and will need to be re-done to reflect current cost.
- Held meeting with MRV, OAC, Mayor, Cathy, and CCPM to discuss MRV support of the project to date and our expectations as we move forward. OAC consultant and CCPM outlined MRV responsibilities and stressed importance of bringing the outstanding claim cases to resolution. CCPM to continue to monitor MRV performance and work to assist in the resolution of the claims.
- Contractor continues to make claims related to engineering errors and omissions.

Cordova Running Club  
P.O. Box 1560  
Cordova, AK 99574  
runningwild@copperriver.org



September 16, 2011

Mark Lynch, City Manager  
City of Cordova  
P.O. Box 1210  
Cordova, AK 99574

***Running Wild in Cordova, AK***  
***July 28, 2012***

Dear Mark,

I am writing to express my sincere thanks for assistance from the City of Cordova in organizing the Alaska Salmon Runs.

City staff helped with sweeping the one mile course in advance of the event, putting up the street light banners, and the Cordova Police Department helped start the Smolt One Mile Fun Run/ Walk event. I heard from several runners that they were impressed with the level of event organization they found in a small town, so I wanted to be sure that those who helped knew how much their time was appreciated.

Nearly 250 people participated in this year's five distance running events! At least twenty percent of those runners came from out of town, which means they took advantage of Cordova lodging, transportation and restaurants.

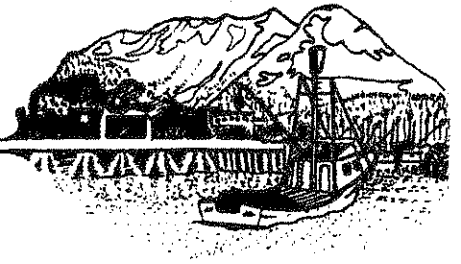
Thanks again for the combined effort that helped make this year's Alaska Salmon Runs such a success!

Sincerely,

A handwritten signature in cursive script that reads "Kristin".

Kristin Carpenter  
Cordova Running Club  
(907)424-3334

# CITY OF CORDOVA



September 23, 2011

President Hoepfner &  
School Board Members  
Cordova School District  
P.O. Box 1330  
Cordova, AK 99574

President Hoepfner and School Board Members:

This letter is intended as a request for all the information that I believe is essential for the Cordova City Council to best understand the challenges that the school district is facing. I would be grateful if you could compile a report that covers the last ten years in a year by year format.

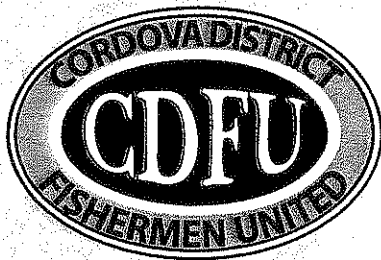
The following data should be included:

- student enrollment
- number of teachers
- number of administrators
- number of support staff
- average teacher salary
- state and federal contribution on a per student basis and a cumulative amount
- City's annual contribution
- results of standardized test scores and/or other student performance data

I encourage the Board to add other points of data that it believes could be useful and important for the Council to be made aware of concerning the District's financial challenges.

Sincerely,

Jim Kallander, Mayor  
City of Cordova



**Cordova District Fishermen United**

PO Box 939 | 509 First Street | Cordova, AK 99574

phone. (907) 424 3447 | fax. (907) 424 3430

web. [www.cdfu.org](http://www.cdfu.org) | email. [cdfu@ak.net](mailto:cdfu@ak.net)

Pebble Limited Partnership  
3201 C Street, Suite 604  
Anchorage, AK 99503

09/21/2011

To Whom it May Concern,

It has come to our attention that you are running radio ads around the region suggesting a comparison between the Kennecott Mine and Copper River fishery and the proposed Pebble Mine in the Bristol Bay watershed. Since this hard-rock mining operation was closed 73 years ago, we feel this is an inappropriate comparison and is promoting a misrepresentation of our fishery.

The fishermen of this community have spent hundreds of thousands of dollars marketing and promoting Copper River Salmon and our sustainable fishery, running these ads could have a negative impact on public perception regarding the quality and sustainability of our product.

We would appreciate if you would cease and desist with the running of this radio ad about the Copper River and mining to prevent any further public confusion.

Our fishery is very important to Cordova, the fishermen and our economy. Public perception is of utmost importance to the continued lively hood of this community and fishery. The public is very sensitive about these issues, the marketplace is huge and very competitive and it does not take much to cause confusion.

Sincerely,

  
Jerry McCune

President, Cordova District Fishermen United

CC: Sen. Lisa Murkowski, Sen. Mark Begich, Sen. Albert Kookesh, Rep. Don Young, Rep. Bill Thomas  
Governor Sean Parnell  
United Fishermen of Alaska, City of Cordova,  
Trident Seafoods, Ocean Beauty Seafoods, Copper River Seafoods  
Copper River Prince William Sound Marketing Association  
Bristol Bay Regional Seafood Development Association

## Susan Bourgeois

---

**From:** mary bishop <bishopmary@yahoo.com>  
**Sent:** Tuesday, September 27, 2011 10:32 PM  
**To:** Susan Bourgeois  
**Subject:** Ordinance 1088  
**Attachments:** U-97-46.pdf

To: Cordova City Council  
From: Mary Anne Bishop, 406 Fourth Street, Cordova, Alaska  
Date: 27 September 2011  
Re: Ordinance 1088

I am writing to urge Council members to vote NO on Ordinance 1088.

As I pointed out in my written statement at the 21 September 2011 City Council meeting, the Real Estate Sale Agreement referred to in the Ordinance has serious errors. In particular, the sales agreement refers to approximately 4.21 acres being sold, and in several sections refers to attachments 1,2, and 3 that also identify 4.21 acres as being sold. However, Ordinance 1088 states approximately 4 acres are being sold, and page 3 of attachment 4 in the sales agreement identifies 4.0 acres. Given that the sale agreement will be a legal document, it should not be approved if there will be a legal question on how much land is actually being sold by the City of Cordova.

In the past I have provided my concerns about the financial fitness of the buyer to Council. I am attaching legal document U-97-046, signed by the Alaska Regulatory Commission on 8 February 2006. This is the most recent legal document on file with the Regulatory Commission about the buyer and their certificate of public convenience. I urge Council members to read this 9 page document in its entirety.

I also urge Council members to go online to the Alaska Regulatory Commission's web site and to examine the many documents on file pertaining to the buyer to gain a more full understanding of the buyer's history. The documents span the time period of 1997 through 8 February 2006 and include several findings, petitions, and reports filed by the buyer's legal counsel at that time, Birch, Horton, Bittner and Cherot.



1 STATE OF ALASKA

2 THE REGULATORY COMMISSION OF ALASKA

3 Before Commissioners:

Kate Giard, Chairman  
Dave Harbour  
Mark K. Johnson  
Anthony A. Price  
James S. Strandberg

4  
5  
6  
7 In the Matter of the Amended Application by  
8 ALASKA INTRASTATE GAS COMPANY for a  
9 Certificate of Public Convenience and Necessity  
10 To Operate as a Natural Gas Public Utility in  
17 Communities in Alaska

U-97-46

ORDER NO. 16

11 ORDER VACATING REQUIREMENT TO BEGIN PUBLIC UTILITY  
12 SERVICE BY A DATE CERTAIN; CLARIFYING, REVISING, AND  
13 RESTATING CERTIFICATE CONDITIONS; AFFIRMING ELECTRONIC  
RULING EXTENDING TIME; AND CLOSING DOCKET

14 BY THE COMMISSION:

15 Summary

16 We vacate the requirement that Alaska Intrastate Gas Company (AIGC)  
17 initiate public utility service by a date certain. We revise and restate the conditions for  
18 certification imposed by Order U-97-46(6),<sup>1</sup> as more fully discussed below. We affirm  
19 our electronic ruling of December 30, 2005. We close this docket.

20  
21 Background

22 The Alaska Public Utilities Commission (APUC), our predecessor agency,  
23 opened Docket P-97-46 to consider the non-contested areas in AIGC's application for a  
24

25 <sup>1</sup>Order U-97-46(6), *Order Approving Application, Subject to Conditions, and*  
26 *Requiring Filings*, dated December 31, 1998 (Order U-97-46(6)).

1 certificate of public convenience and necessity.<sup>2</sup> The APUC granted a certificate to  
2 AIGC with conditions and kept the application docket open to monitor AIGC's progress  
3 in meeting those conditions. Among other things, AIGC was required to notify the  
4 Commission when service was first initiated and was told that its certificate would be  
5 subject to revocation if it did not provide service by July 1, 2001.

6 On June 11, 2001, AIGC requested an additional year in which to file its  
7 proof of financial fitness and requested an additional two years from its original  
8 July 1, 2001, deadline to demonstrate that it has initiated service. We allowed AIGC a  
9 two-year extension to July 1, 2003 in which to notify us service was initiated and did not  
10 rule on AIGC's request for a two-year extension for Phases II and III.<sup>3</sup>

11 On June 27, 2002, AIGC requested an eighteen-month extension of time  
12 to demonstrate evidence of its financial fitness and permanent financing for the project  
13 and to begin service. AIGC believed it could complete its financing before  
14 December 31, 2003. AIGC stated it would then take an additional year to initiate  
15 service. We extended AIGC's deadline to December 31, 2004, to notify us that it had  
16 initiated service, and did not rule on AIGC's request for an extension of time for  
17 Phases II and III of its project.<sup>4</sup>

18 <sup>2</sup>Order U-95-82(7)/U-96-108(3)/U-96-109(3)/&-97-46(1), *Order Granting Motion*  
19 *for Expedited Consideration; Granting Bifurcation; Denying, Without Prejudice, Request*  
20 *for a Conditional Certificate; Opening Docket U-97-46 to Consider Application to Serve*  
21 *17 Communities; Amending Title of Docket U-95-82; Requiring Amended Application in*  
22 *Docket U-97-46; Denying in Part and Granting in Part Motion to Extend Procedural*  
23 *Schedule; Establishing Date for Filing Testimony; and Affirming Date and Time of*  
*Hearing*, dated March 18, 1997. AIGC filed its original application for a certificate to  
provide natural gas service in several communities, some of which had competing  
applications.

24 <sup>3</sup>Order U-97-46(9), *Order Granting Extension of Time*, dated June 29, 2001.

25 <sup>4</sup>Order U-97-46(10), *Order Granting, in Part, Motion for Extension of Time*, dated  
26 June 29, 2002.

1 On December 18, 2003, AIGC requested an additional year for it to  
2 demonstrate evidence of its financial fitness and of permanent financing for its proposed  
3 project and a twelve-month extension of time, until December 31, 2005, to commence  
4 providing service. We did not act on AIGC's request for an extension of time to begin  
5 service then but required AIGC to file information by September 15, 2004, to show  
6 cause why the conditional approval to operate as a natural gas public utility should not  
7 be revoked.<sup>5</sup>

8 During 2005 AIGC filed three written status reports concerning its  
9 proposed utility service, its financial fitness to provide the service, and its efforts to  
10 obtain permanent financing for the project. At a status conference held  
11 November 10, 2005, AIGC provided us with helpful briefings on AIGC's progress by a  
12 number of individuals and requested that we extend the December 31, 2005, deadline  
13 for filing proof of financial fitness and permanent financing. On December 28, 2005,  
14 AIGC filed supplemental materials we requested at the status conference. We issued  
15 an electronic ruling extending the time for our review of the new information.<sup>6</sup>

#### 16 Discussion

17 Based on the information provided to us orally and in writing during 2005,  
18 we find that AIGC has demonstrated a continuing willingness to realize its project and  
19 that our continued monitoring of progress is unnecessary. We vacate the requirement  
20  
21  
22

23 <sup>5</sup>Order U-97-46(11), *Order Granting Extension of time, in Part, and Requiring*  
24 *Filing*, dated February 24, 2004.

25 <sup>6</sup>The only party to Docket U-97-46 was electronically notified of this decision on  
26 December 30, 2005.

1 that AIGC provide gas public utility service by a date certain.<sup>7</sup> After AIGC obtains  
2 permanent financing, we will establish a date by which it must commence utility service.

3 We believe the public interest continues to be served by our support of our  
4 predecessor's approval of AIGC's certificate—with conditions as we now appropriately  
5 modify them—since such action supports AIGC's financing efforts and since no other  
6 entity seeks authorization to serve any communities in AIGC's service area as AIGC  
7 proposes. However, we must consider AIGC's delay in providing us with proof of  
8 financial fitness. We believe the public interest is best served were we to anticipate the  
9 possibility that AIGC may not indeed sufficiently finance and organize its operations to  
10 meet the demands implicit in its certification prior to the time that a qualified competitor  
11 petitions us to serve citizens in any communities within AIGC's service area.

12 We clarify that until AIGC satisfies all "conditions preceding  
13 commencement of service," AIGC's certificate is subject to revocation if a more highly  
14 qualified applicant prepared to initiate similar service more expeditiously within any  
15 community in AIGC's conditioned service area petitions us for certification.

16 Because AIGC had yet to demonstrate financial fitness to provide the  
17 services for which it was certificated, the APUC imposed various conditions on AIGC's  
18 certificate. We clarify, revise, and restate those conditions prior to closing this docket.

19  
20 Original Condition (a): On or before July 1, 2001, or prior to commencement  
21 of service, whichever should occur first, [AIGC] is required to file proof of its  
22 financial fitness and permanent financing for its proposed operations. In the  
23 absence of such proof, the provisions of AS 42.05.271 shall prevail.

24 <sup>7</sup>AIGC accepted Condition B which required it to notify the Commission when  
25 service was first initiated. Condition B further stated that "AIGC's certificate should be  
26 subject to revocation if it is not providing service by July 1, 2001." Order U-97-46(6).

1 Condition (a) is a "condition preceding commencement of service".  
2 However, there appears to be no legitimate reason for imposing what appears to be an  
3 arbitrary deadline for securing financing for the project. Therefore, we revise and  
4 restate Condition (a) as follows:

5 Revised and Restated Condition (a): Prior to commencement of service,  
6 AIGC shall file for Commission approval proof of its financial fitness and  
7 permanent financing for its proposed operations. We remind AIGC that if it  
8 chooses to commence construction before securing proof of financing, it  
9 does so at its own risk and that no reliance can be placed on any investment  
10 as an argument for retaining its Certificate in the absence of complying with  
11 the "conditions preceding commencement of service" attached to approval of  
12 its application.

13 Original Condition (b): AIGC should be required to notify the Commission  
14 when service is first initiated. AIGC's certificate should be subject to  
15 revocation if it is not providing service by July 1, 2001.

16 Condition (b) is not a "condition preceding commencement of service", it is  
17 a requirement. However, the second sentence appears to impose an arbitrary deadline  
18 for commencement of service. Therefore, we revise and restate Condition (b) as  
19 follows:

20 Revised and Restated Condition (b): AIGC shall notify the Commission no  
21 less than six months before service is first initiated.

22 Original Condition (c): Prior to commencement of service, AIGC should be  
23 required to file documentation demonstrating a financial plan for maintaining  
24 service for a two (2) year period of time after commencement of service if  
25 projected market penetration rates are not realized.  
26

1 Condition (c) is a "condition preceding commencement of service". We  
2 revise and restate Condition (c) as follows:

3  
4 Revised and Restated Condition (c): Prior to commencement of service,  
5 AIGC shall file for Commission approval documentation demonstrating a  
6 financial plan for maintaining service for a two (2) year period of time after  
7 commencement of service if projected market penetration rates are not  
8 realized.

9  
10 Original Condition (d): AIGC will be subject to economic regulation by the  
11 Commission, and as such, it should be placed on notice that it is required to  
12 obtain Commission approval for all gas supply, [LNG] supply, and LNG barge  
13 transportation contracts prior to commencement of service. AIGC should  
14 also be required, as a condition of certification, to file a copy of its community  
15 LNG dock/storage facilities lease/purchase contract for Commission  
16 approval.

17 Condition (d) is a "condition preceding commencement of service". We  
18 revise and restate Condition (d) as follows:

19 Revised and Restated Condition (d): Unless it successfully petitions us later  
20 for exception from economic regulation<sup>8</sup>, AIGC will be subject to economic  
21 regulation by the Commission. AIGC is placed on notice that it would be  
22 required to obtain Commission approval for all fuel<sup>9</sup> supply, and barge  
23 transportation contracts prior to commencement of service. AIGC is also  
24 required, as a condition of certification, to file a copy of its community fuel  
25 dock/storage facilities lease/purchase contract for Commission approval.

26  
27 Original Condition (e): AIGC should be reminded that if it chooses to  
28 commence construction before securing proof of financing, it does so at its  
29 own risk and that no reliance can be placed on any investment as an  
30 argument for retaining its Certificate in the absence of complying with the  
31 conditions attached to approval of its application.

32  
33 <sup>8</sup>See Docket U-02-48, titled *In the Matter of the Petition for Exemption from Rate  
34 Regulation by FAIRBANKS NATURAL GAS, LLC.*

35 <sup>9</sup>Within this order "fuel" is defined to mean manufactured gas, LNG, or propane  
36 air.

1 We find that Condition (e) is more of a cautionary notice than a condition.  
2 We repeal Condition (e). We have retained the language from the original Condition (e)  
3 in the Revised and Restated Condition (a) above.

4 Original Condition (f): AIGC should be required to file semiannual reports  
5 regarding progress in all significant aspects of the utility's activities related to  
6 the provision of service. The significant aspects include the status of  
7 financing, contract negotiations, contract execution, permit acquisition,  
8 engineering studies, construction progress, updates to AIGC's marketing  
9 analysis and project economics, etc.

10 Condition (f) is a "condition preceding commencement of service".  
11 However, we find that condition (f) places an unnecessary burden on AIGC. Therefore,  
12 we repeal Condition (f).

13 Original Condition (g): AIGC should be required to maintain an absolute  
14 minimum of 30 days of LNG storage reserve in each community at all times  
15 based on projected daily demand for noninterruptible customers.

16 Condition (g) is not a "condition preceding commencement of service".  
17 We revise and restate Condition (g) as follows:

18 Revised and Restated Condition (g): AIGC shall maintain an absolute  
19 minimum of 30 days of fuel storage reserve in each community at all times  
20 based on projected daily demand for noninterruptible customers.

21 Original Condition (h): Prior to commencement of service, AIGC should be  
22 required to file with the Commission for its approval a contingency plan that  
23 protects customers from additional cost associated with shipping LNG from  
24 alternative supply sources during emergency conditions. AIGC's plan shall  
25 include its detailed strategy on how it will meet the contingency plan,  
26 including a clear demonstration that it is capable of financing the contingency  
plan.

27 Condition (h) is a "condition preceding commencement of service".  
28 However we find that condition (h) places an unnecessary burden on AIGC. Therefore,  
29 we repeal Condition (h).

1 Original Condition (i): Once service has commenced, AIGC should be  
2 required to file reports with detailed information regarding any unplanned  
3 interruptions which may occur in its LNG supply. The reports should be filed  
4 within ten days after commencement of the interruption.

5 Condition (i) is not a "condition preceding commencement of service". We  
6 revise and restate Condition (i) as follows:

7 Revised and Restated Condition (i): Once service has commenced, AIGC  
8 shall file reports with detailed information regarding any unplanned  
9 interruptions which may occur in its fuel supply. The reports must be filed  
10 within ten days after commencement of service following any unplanned  
11 interruption.

12 Original Condition (j): AIGC should file annual reports with the Commission  
13 by the first day of April each year. Each report should contain historical  
14 information regarding peak daily demand and the minimum total days of  
15 storage reserve capacity available to meet that demand for each day and for  
16 each community during the immediately preceding months of November  
17 through March.

18 Condition (j) is not a "condition preceding commencement of service". We  
19 revise and restate Condition (j) as follows:

20 Revised and Restated Condition (j): AIGC shall file annual reports with the  
21 Commission by the first day of April each year following commencement of  
22 service. Each report shall contain historical information regarding peak daily  
23 demand and the minimum total days of storage reserve capacity available to  
24 meet that demand for each day in each community served during the  
25 immediately preceding months of November through March.

26 Original Condition (k): AIGC's proposed rates should be approved by the  
Commission as inception rates. However, AIGC should be required to make  
a filing in compliance with 3 AAC 48.275(a) and 3 AAC 48.275(h) six months  
after its third year of operation using third year operating data for the test  
year.

Condition (k) was not a "condition preceding commencement of service".  
However, given the likely changes in economic conditions and estimates since AIGC's



1 original application, we revise and restate Condition (k) as a "condition preceding  
2 commencement of service" as follows:

3 Revised and Restated Condition (k): AIGC shall file for Commission  
4 approval revised inception rate calculations no less than six months prior to  
5 commencement of service. Furthermore, AIGC shall make a filing in  
6 compliance with 3 AAC 48.275(a) and 3 AAC 48.275(h) six months after its  
7 third year of operation using third year operating data for the test year.

8 ORDER

9 THE COMMISSION FURTHER ORDERS:

10 1. The requirement that Alaska Intrastate Gas Company initiate public  
11 utility service by a date certain is vacated.

12 2. The conditions for certification imposed by Order U-97-46(6) are  
13 revised and restated as more fully discussed in the body of this Order.

14 3. The electronic ruling of December 30, 2005, is affirmed.

15 4. Docket U-97-46 is closed.

16 DATED AND EFFECTIVE at Anchorage, Alaska, this 8th day of February, 2006.

17 BY DIRECTION OF THE COMMISSION



STATE OF ALASKA

THE REGULATORY COMMISSION OF ALASKA

Before Commissioners:

Kate Giard, Chairman  
Dave Harbour  
Mark K. Johnson  
Anthony A. Price  
James S. Strandberg

In the Matter of the Amended Application by )  
ALASKA INTRASTATE GAS COMPANY for a )  
Certificate of Public Convenience and Necessity )  
To Operate as a Natural Gas Public Utility in )  
17 Communities in Alaska )

U-97-46

CERTIFICATION OF MAILING

I, Joyce McGowan, certify as follows:

I am Records & Licensing Supervisor in the offices of the Regulatory  
Commission of Alaska, 701 West Eighth Avenue, Suite 300, Anchorage, Alaska  
99501. On February 8, 2006, I mailed copies of

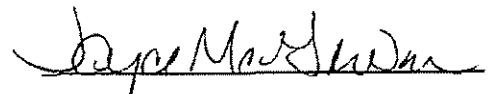
Order No. 16, entitled:

**ORDER VACATING REQUIREMENT TO BEGIN PUBLIC UTILITY  
SERVICE BY A DATE CERTAIN; CLARIFYING, REVISING, AND  
RESTATING CERTIFICATE CONDITIONS; AFFIRMING ELECTRONIC  
RULING EXTENDING TIME; AND CLOSING DOCKET**

(Issued February 8, 2006)

in the proceeding identified above to the persons indicated on the attached service list.

DATED at Anchorage, Alaska, this 8th day of February, 2006.



SERVICE LIST  
U-97-46(16)

Page: 1 of 1  
Date: 2/8/2006

ELISABETH H. ROSS  
BIRCH HORTON BITTNER AND  
CHEROT  
COUNSEL FOR ALASKA INTRASTATE  
GAS COMPANY  
1155 CONNECTICUT AVENUE N.W.  
SUITE 1200  
WASHINGTON DC 20036

**This document was also emailed to:**

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TONY IZZO <TONY.IZZO@ENSTARNATURALGAS.COM>

---

## A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

---

DATE: September 30, 2011  
TO: Mayor and City Council  
SUBJECT: Ordinance 1088

---

The attached ordinance was approved at first reading by City Council at the September 21, 2011 regular meeting. It comes before Council tonight for a public hearing and second reading.

Recommended Motion: Move to adopt Ordinance 1088

Required Action: Majority roll call vote

**CITY OF CORDOVA  
ORDINANCE 1088**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CONVEYANCE TO ALASKA INTRASTATE GAS COMPANY  
OF APPROXIMATELY 4 ACRES OF TIDELANDS LOCATED IN ATS 1004**

**WHEREAS**, pursuant to CMC 5.22.060(A)(1), the City Council directed the City Manager to negotiate directly the disposal of approximately 4 acres of tidelands (the "Property") with Alaska Intrastate Gas Company (the "Purchaser"); and

**WHEREAS**, it is in the best interests of the City to sell the Property to the Purchaser for not less than its appraised fair market value, and the purchase price for the Property is not less than its appraised fair market value; and

**WHEREAS**, the form of a Purchase and Sale Agreement and its attachments to be executed in connection with the disposal of the Property by the City is attached to this Ordinance and it appears that such documents are in appropriate form and are appropriate instruments for the purposes intended.

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

Section 1. The City Manager is authorized and directed to convey the Property to Purchaser in accordance with the terms in the Purchase and Sale Agreement. The form and content of the Purchase and Sale Agreement now before this meeting hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Purchase and Sale Agreement, its attachments, and a Warranty Deed reflecting the terms in the Purchase and Sale Agreement 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 documents as executed.

Section 2. The disposal of the Property authorized by this ordinance is subject to the requirements of City Charter Section 5-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

1<sup>st</sup> reading: September 21, 2011

2<sup>nd</sup> reading and public hearing: October 5, 2011

**PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF OCTOBER 2011.**

---

James Kallander, Mayor

ATTEST:

---

Susan Bourgeois, City Clerk

## REAL ESTATE SALE AGREEMENT

**Agreement**, effective \_\_\_\_\_ (the "Effective Date"), by and between the City of Cordova, Alaska (hereinafter referred to as "the City" or "Seller") and Alaska Intrastate Gas Company, an Alaska corporation (hereinafter referred to as "AIGCO" or "Buyer").

### WITNESSETH:

1. **Sale of Real Property.** AIGCO agrees to purchase, and the City of Cordova agrees to sell and convey to AIGCO 4.21 acres (183,185 sq. ft.) of waterfront tidelands located in ATS 1004 adjacent to the existing fill pad at Ocean Dock, as depicted in the attached Attachment 1, Attachment 2 and Attachment 3. The property (hereafter referred to as "the Property") to be purchased is approximately a 4.21-acre parcel described as follows:

*See Attachment 4.*

2. **Purchase Price.** The purchase price of the Property shall be as determined on the basis of \$26,125.00 per acre for the approximately 4.21-acre parcel for a total purchase price of \$109,986.00, subject to adjustment as provided under paragraph 8, below.

- 2.1 **Purchase Terms.** The full purchase price to be paid by the Buyer to the Seller for the purchase of the Property shall be paid in cash in two (2) payments, as follows:

- a. One-half of the Purchase Price, in the amount of \$54,993.00, shall be paid at the Closing of this transaction by wire transfer of immediately available funds to an account designated by Seller prior to Closing, or by delivery of a cashier's check payable to order of Seller at Closing.
- b. The second one-half of the Purchase Price, in the amount of \$54,993.00, shall be paid by Buyer within 90 days after closing. To secure such obligation Buyer shall execute a note and deed of trust in favor of Seller encumbering the Property.

- 2.2 **Performance Deed of Trust.**

- a. Buyer shall enter into a Performance Deed of Trust from Buyer, as Trustor, to Title Company, as Trustee, with Seller as Beneficiary, in the form attached hereto as Attachment 5 and to secure the obligations of Buyer to develop the Property as provided in Section 7 of this Agreement and the Performance Deed of Trust.
- b. The Performance Deed of Trust shall be delivered at or prior to closing by Buyer to escrow agent.

3. **Title.** Seller shall convey to Buyer good and marketable title in and to the Property by Warranty Deed with full warranties of title, free and clear of all encumbrances, excepting the following (the "Permitted Exceptions"):



- a. Reservations and exceptions in U.S. Patent and/or in Acts authorizing the issuance thereof;
  - b. Miscellaneous easements, covenants, conditions, restrictions of record, including notes on plats of the Property which do not materially impair the value of the Property or its suitability for continued use as a commercial property by Buyer.
  - c. All exceptions depicted in a preliminary title report from the Title Insurer as defined in Section 3.2 of this Agreement.
  - d. Reservations and exceptions required under Alaska law and the laws of the City of Cordova, Alaska, including but not limited to the Public Trust Doctrine, AS 38.05.820, and Article VIII, Section 3 of the Alaska Constitution.
- 3.1 Title Policy.** Seller will provide to the Buyer an ALTA owner's title insurance policy (the "Title Policy") issued by a title insurer mutually agreed upon by the parties (the "Title Insurer"). On the Closing Date, the Seller will cause the Title Policy to be issued to the Buyer in an amount equal to the purchase price containing only the above-mentioned title exceptions and any other exceptions to coverage waived or approved by the Buyer.
- 3.2 Title Defects.** In the event Seller is unable on the Closing Date to deliver good and marketable title to the Property because of any defect in the title to the Property excepting the Permitted Exceptions, Buyer may elect any one of the following procedures:
- a. Accept the subject real property subject to such defects;
  - b. Extend closing for such time as may be mutually agreeable to the parties to afford Seller time for curing said defects up to thirty (30) days; or
  - c. Terminate this Agreement upon notice to Seller.
- 3.3** If Buyer makes the election set forth in subparagraph 3.2b., at the expiration of said thirty (30) day extension if such title defects have not been cured, Buyer may then elect either of the other procedures provided above as subparagraphs 3.2a. or 3.2c. If Buyer shall make the election set forth in subparagraph 3.2c., upon delivery of such notice, this agreement shall terminate.
- 4. Closing.** The Buyer and the Seller agree that the purchase will be consummated as follows:
- 4.1 Title Transfer.** The Seller agrees to convey title to the Property to the Buyer at Closing.
- 4.2 Closing Date.** This transaction shall close on or before the expiration of sixty (60) days from and after the Effective Date of this Agreement (the "Closing Date"). Either party shall have the right to extend closing for an additional thirty (30) days upon two (2)

business days' advance written notice to the other. The closing will take place at the offices of the Title Insurer.

- 4.3. **Closing Costs.** Buyer shall pay the fee for recording the Deed, the premium for the Title Policy, and for all fees and costs Seller incurred to third-parties in the transaction, including without limitation costs of appraisal, attorneys' fees and costs, closing costs and escrow fees. Buyer shall bear the expense of their own counsel. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a default on the part of Buyer, all escrow cancellation and title fees shall be paid by Buyer; if the sale of the Property does not occur because of a default on the part of Seller, all escrow cancellation and title fees shall be paid by Seller.
5. **Possession.** Possession of the Property will be delivered to the Buyer on the Closing Date.
6. **Risk of Loss.** All risk of loss with respect to the Property shall be borne by the Seller until closing on the Closing Date and shall transfer to the Buyer upon completion of closing.
7. **Property Development.** Buyer shall place fill on the Property and create a pad for use by Buyer in association with its intended development of the Property with a gas utility send out facility as depicted, in concept, in Attachment 1, Attachment 2 and Attachment 3. In association with such development, Buyer and Seller agree as follows:
- a. **Fill Material to be Provided by City.** The City will provide fill material at no additional cost or expense to Buyer from the Fleming Spit quarry area in sufficient quantity to permit Buyer to create a 4.21 acre fill pad on the Property. Buyer will quarry (blast), remove and transport the fill materials from the Fleming Spit quarry to the Property at its sole cost and expense. Buyer shall fill the Property no more than three (3) years after the Effective Date of this Agreement.
  - b. **Survey.** After installation of the pad, Buyer will procure a survey of the area of the fill pad, including the full extent of the toe of such fill area upon the tideflats, to establish a precise description of the parcel and its boundaries, and to determine the total tideflat acreage covered by the fill. Buyer shall pay for the full costs of such survey and a copy of it shall be provided to the Seller. Buyer shall prepare an amendment to this Agreement incorporating the new property description, at its own expense, to be approved by the City Manager.
  - c. **Permitting.** Buyer shall acquire all required building, zoning and other permits for development of the Property and the City Administration shall support Buyer's permit applications. Buyer shall complete permitting on the overall project no more than two (2) years after the Effective Date of this Agreement.
  - d. **Substantial Completion.** Substantial completion of the send out facility must be complete no more than five (5) years after the Effective Date of this Agreement.

- e. **Adjacent City Tideland Development.** Concurrent with Buyer's project, the City intends to engage in a similar fill project that will surround three (3) sides of the Property. Buyer agrees to coordinate its efforts to acquire required permits with the City's efforts to acquire permits related to its fill project. The parties agree to cooperate with one another in that regard so that any and all required permits may be timely issued to the Buyer and to the City, respectively, and each party's project might be completed as soon as possible and within the timelines set out in subparagraph 7.c., above.

8. **Adjustment of Purchase Price.** In the event the survey procured by Buyer under subparagraph 7.b above shows that the fill pad covers more than 4.21 acres but no more than 4.5 acres, the amount of acreage over and above 4.21 acres but not 4.5 acres shall be prorated at the rate of \$26,125.00 per acre and the amount determined thereby shall be paid by Buyer to Seller, in cash, within 30 days after completion of the survey. In the event the survey procured by Buyer under subparagraph 7.b above shows that the fill pad covers less than 4.21 acres, the amount by which the actual acreage is less than 4.21 acres shall be pro-rated at the rate of \$26,125.00 per acre and the amount determined thereby shall be paid by Seller to Buyer, in cash, within thirty (30) days after completion of the survey. In the event that the fill pad exceeds 4.5 acres Seller has no obligation to sell the additional filled area to Buyer.

9. **Representations and Warranties.**

- 9.1 **General Warranties of Seller.** Seller hereby represents and warrants to Buyer as follows:

- a. Seller's Disclosure Statement shall disclose any and all material physical or mechanical defects on the Property or in any improvement erected upon the Property which are known to Seller as of the Closing Date.
- b. All the documents executed by the Seller which are to be delivered to Buyer at Closing will be duly executed and delivered by Seller; will be legal, valid, and binding obligations of Seller; will be sufficient to convey title to Buyer as agreed herein; and do not now and at the closing will not violate any provisions of any agreement to which Seller is a party or is otherwise subject to.

9.2 **Seller's Environmental Warranties.**

- a. As used in this paragraph 9.2, the following terms shall have the following meanings:
- (1) "Hazardous Materials" means any dangerous, toxic or hazardous pollutant, contaminant, chemical, waste, material or substance as defined in or governed by any federal, state or local law, statute, code, ordinance, regulation, rule or other requirement relating to such substance or otherwise relating to the environment or human health or safety, including without limitation any waste, material, substance, pollutant or contaminant

that might cause any injury to human health or safety or to the environment or might subject the Company to any imposition of costs or liability under any Environmental Law.

- (2) "Environmental Laws" means all applicable federal, state, local and foreign laws, rules, regulations, codes, ordinances, orders, decrees, directives, permits, licenses and judgments relating to pollution, contamination or protection of the environment (including, without limitation, all applicable federal, state, local and foreign laws, rules, regulations, codes, ordinances, orders, decrees, directives, permits, licenses and judgments relating to Hazardous Materials in effect as of the date of this Agreement).
  - (3) "Release" shall mean the spilling, leaking, disposing, discharging, emitting, depositing, ejecting, leaching, escaping or any other release or threatened release, however defined, whether intentional or unintentional, of any Hazardous Material.
- b. To Seller's knowledge, the Property is in material compliance with all applicable Environmental Laws.
  - c. To Seller's knowledge, Seller has obtained, and maintained in full force and effect, all environmental permits, licenses, certificates of compliance, approvals and other authorizations material to the conduct of its business and the ownership or operation of the Property (collectively, the "Environmental Permits") and has conducted its business in compliance with all terms and conditions of the Environmental Permits.
  - d. To Seller's knowledge, except as set forth in the Seller's Disclosure Statement: (i) no Hazardous Materials have been generated, treated, contained, handled, located, used, manufactured, processed, buried, incinerated, deposited, stored, or released on, under or about any part of the Property, (ii) the Property and any improvements thereon, contain no asbestos, urea, formaldehyde, radon at levels above natural background, polychlorinated biphenyls (PCBs) or pesticides, and (iii) no aboveground or underground storage tanks are located on, under or about the Property, or have been located on, under or about the Property and then subsequently been removed or filled. If any such storage tanks exist on, under or about the Property, such storage tanks have been duly registered with all appropriate governmental entities and are otherwise in compliance with all applicable Environmental Laws.
  - e. Except as disclosed by Seller to Buyer, Seller has not received any written notice alleging in any manner that Seller is, or might be potentially responsible for any Release of Hazardous Materials on or from the Property, or any costs arising under or violation of Environmental Laws.

- f. The Property is not and has not been listed on the United States Environmental Protection Agency National Priorities List of Hazardous Waste Sites, or any other list, schedule, law, inventory or record of hazardous or solid waste sites maintained by any federal, state or local agency.
- g. Seller has disclosed and delivered to Buyer all environmental reports and investigations which Seller has obtained or ordered with respect to the Property.
- h. To Seller's knowledge, no part of the Property has been used as a landfill, dump or other disposal, storage, transfer, handling or treatment area for Hazardous Materials, or as a gasoline service station or a facility for selling, dispensing, storing, transferring, disposing or handling petroleum and/or petroleum products.

**9.3 General Warranties of Buyer.** Buyer hereby represents and warrants that all the documents executed by the Buyer which are to be delivered to Seller at closing will be duly executed and delivered by Buyer and will be legal, valid, and binding obligations of Buyer.

**10. Miscellaneous.** It is further agreed as follows:

**10.1 Time.** Time is of the essence of this Agreement.

**10.2 Notice.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered or five (5) days after mailing if mailed by first class mail, return receipt requested, or upon confirmation of successful transmission, if sent by facsimile, or other electronic transmission device. Notices, demands and communications to Buyer and Seller will, unless another address is specified in writing, be sent to the address indicated below:

Notices to Buyer:

Francis L. Avezac  
President  
Alaska Intrastate Gas Company  
645 "G" Street, Suite 732  
Anchorage, Alaska 99501

Notices to Seller:

Mark Lynch  
City Manager  
City of Cordova  
P.O. Box 1210  
Cordova, Alaska 99574

With Copy To:

John W. Colver  
Jones & Colver, LLC  
3201 "C" Street, Suite 203  
Anchorage, Alaska 99503

**10.3 Survival.** The covenants, representations and warranties of the Buyer and the Seller herein contained will be effective on the date hereof, on the closing date and will survive closing.

- 10.4 Brokerage.** Neither Seller nor Buyer has dealt with any broker in connection with this transaction, and each party agrees to indemnify, defend, and hold harmless the other from any claim made by any broker alleging entitlement to any fee or commission as a result of having dealt with the indemnifying party.
- 10.5 Integration.** This instrument constitutes the entire agreement between the Buyer and the Seller in regard to Buyer's purchase of the Property from Seller and there are no agreements, understandings, warranties or representations between the Buyer and the Seller regarding this transaction except as set forth herein. The parties have not executed any other documents contemporaneously herewith regarding any other aspects of their mutual transactions.
- 10.6 Binding Effect.** This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.
- 10.7 Modifications.** This Agreement shall not be modified other than by a written instrument, executed by both parties.
- 10.8 Governing Law.** This Agreement shall be governed by and interpreted in accordance with Alaska law. Any litigation arising out of or in connection with this Agreement shall be conducted in the Superior Court for the Third Judicial District at Anchorage, Alaska. The parties specifically agree that the jurisdiction and venue of such court are proper and further agree to submit themselves to the jurisdiction of that court.
- 10.9 No Presumption against Drafter.** The parties hereto hereby acknowledge that this transaction is the result of arm's-length negotiations between the parties hereto, in which Seller and Buyer have each taken part, and that the terms and conditions are not to be and shall not be construed against either party either by reason of such party's responsibility for drafting the documents related to this transaction or for any other reason. Each party has had full opportunity to review this transaction with legal and tax counsel of their choice. Therefore this Agreement and each and every other document related to this transaction or executed pursuant to the terms of this Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing an instrument to be drafted.

**IN WITNESS WHEREOF,** this instrument has been executed by the parties effective as of the date set forth above.

**SELLER:**

**BUYER:**

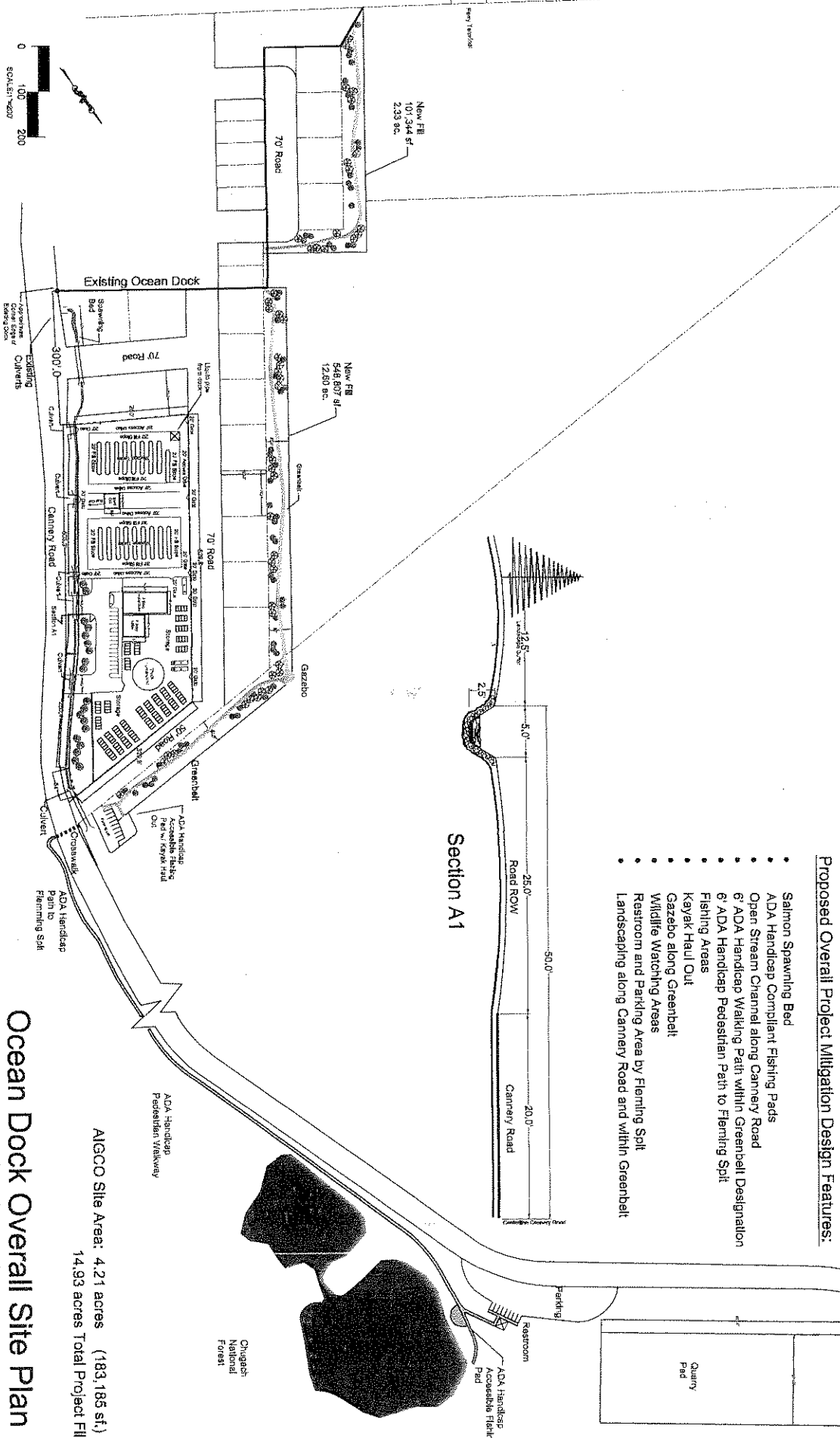
CITY OF CORDOVA

ALASKA INTRASTATE GAS COMPANY

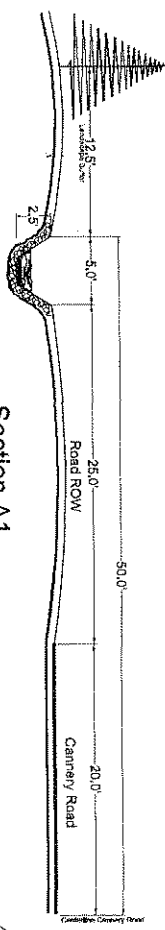
By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

This map was created for illustrative purposes only.



### Section A1



### Proposed Overall Project Mitigation Design Features:

- Salmon Spawning Bed
- ADA Handicap Compliant Fishing Pads
- Open Stream Channel along Canney Road
- 6' ADA Handicap Walking Path within Greenbelt Designation
- 6' ADA Handicap Pedestrian Path to Fleming Spit
- Fishing Areas
- Kayak Haul Out
- Gazebo along Greenbelt
- Wildlife Watching Areas
- Restroom and Parking Area by Fleming Spit
- Landscaping along Canney Road and within Greenbelt

SP-14 Preliminary Concept for Discussion Purposes Only

## Ocean Dock Overall Site Plan

Attachment 1

ALGCC Site Area: 4.21 acres (183,185 sf.)  
14.93 acres Total Project Fill





2

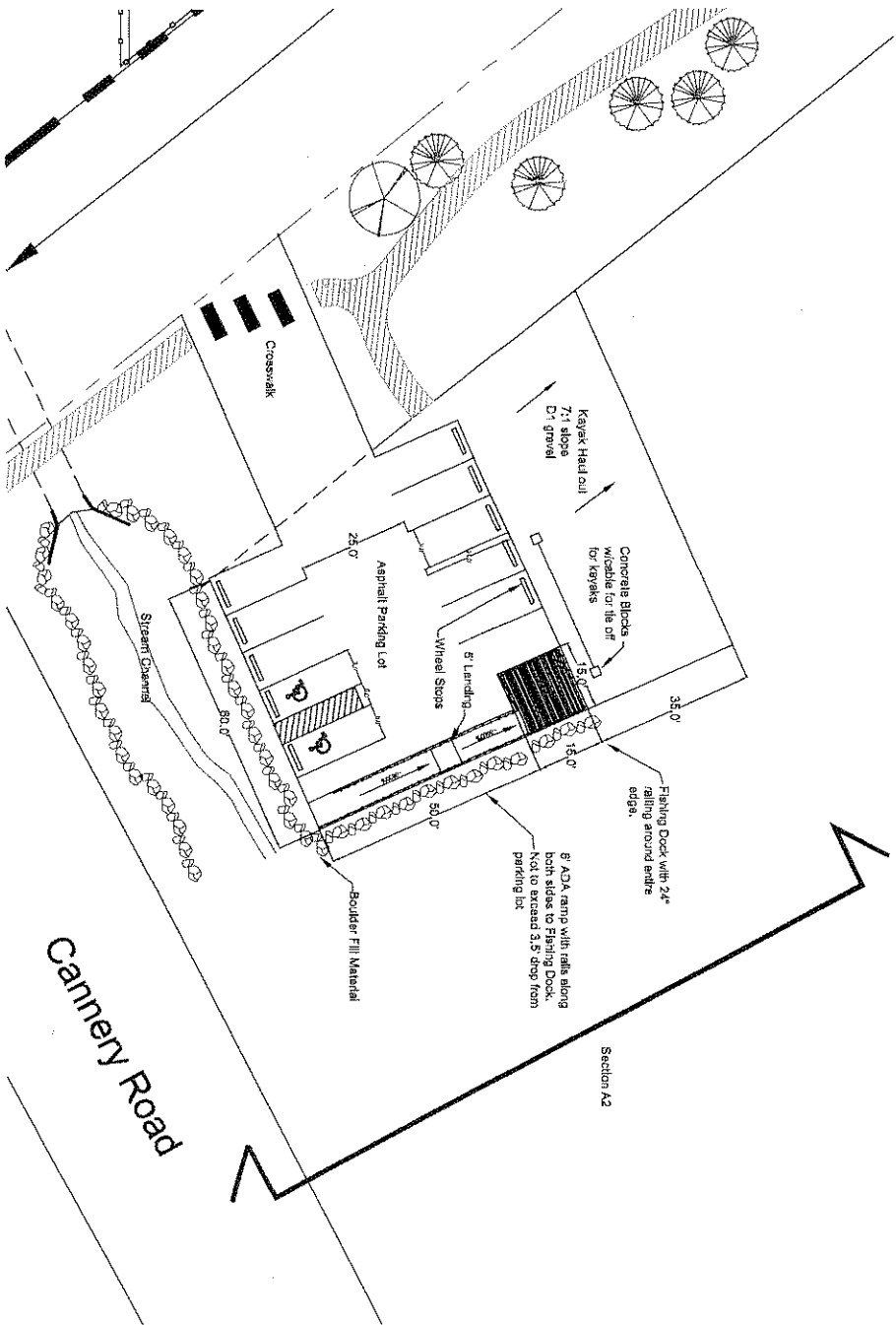
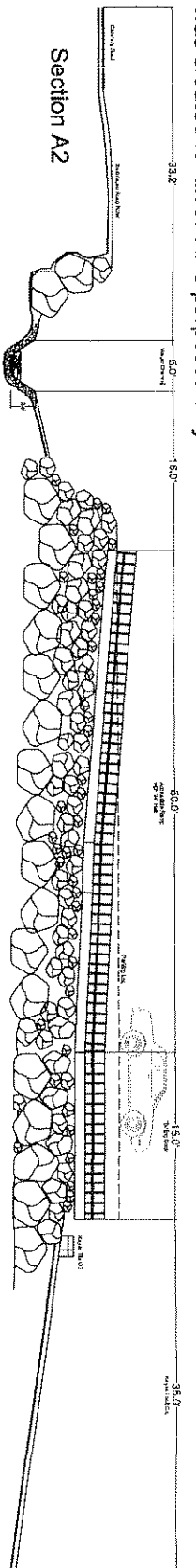
SCALE: 1"=120'

# ALGO Ocean Dock Site Plan

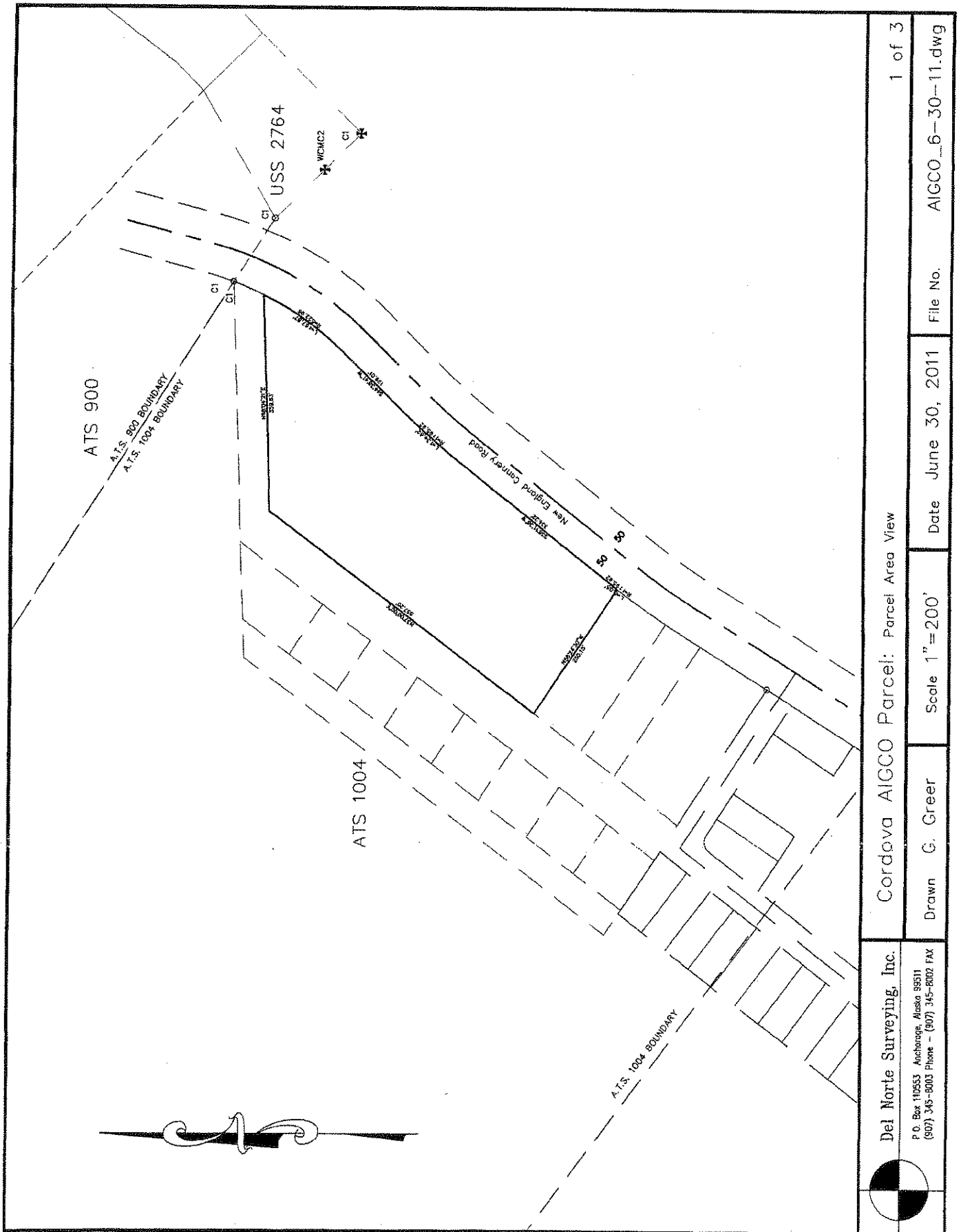
## Attachment 2

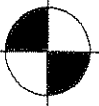


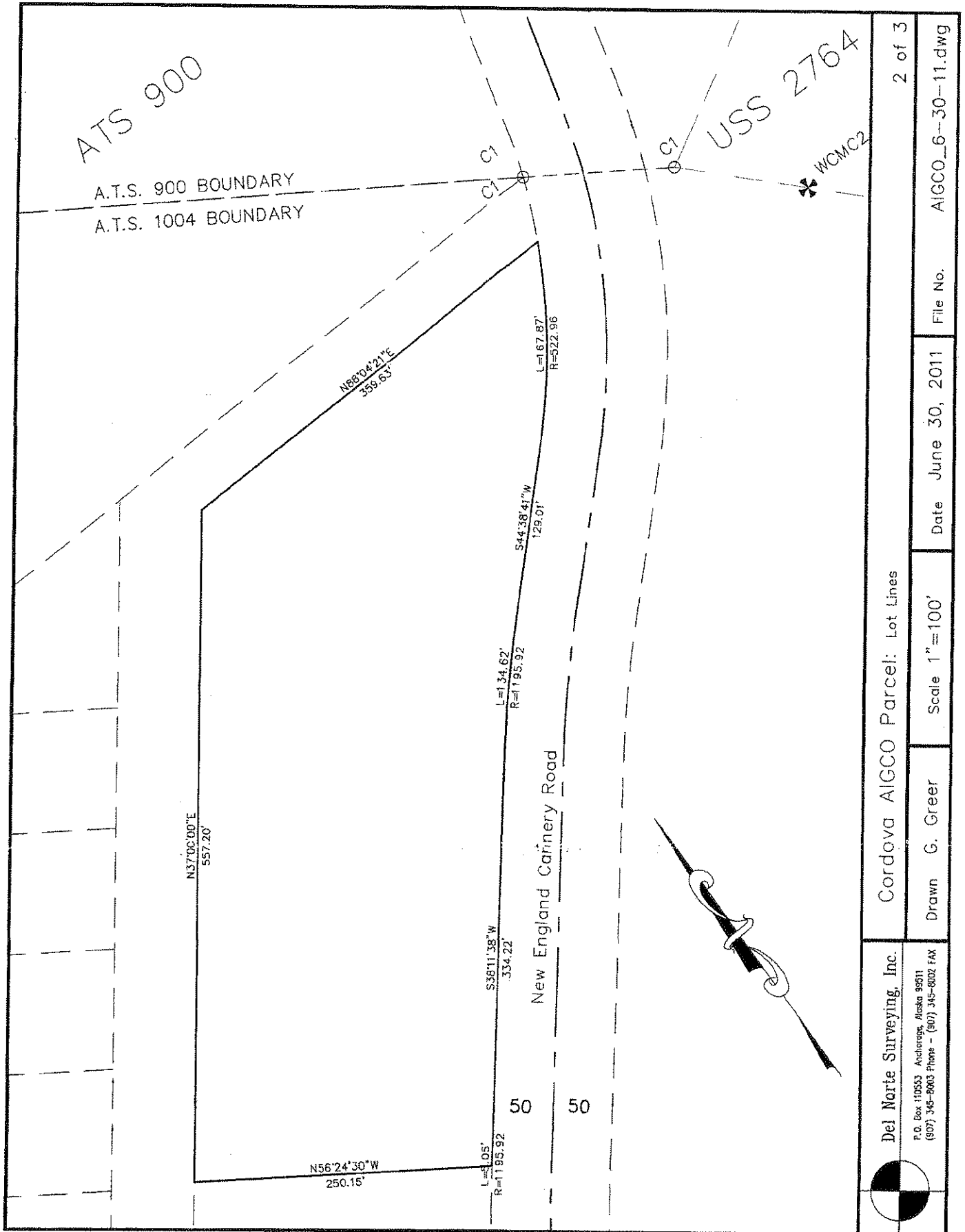
This map was created for illustrative purposes only.



# ADA Fishing Dock and Kayak Haul Out Attachment 3



	Cordova AIGCO Parcel: Parcel Area View		1 of 3	
	Del Norte Surveying, Inc.	Drawn	G. Greer	Date
	P.O. Box 110553 Anchorage, Alaska 99511 (907) 345-5003 Phone - (907) 345-8003 FAX	Scale	1" = 200'	June 30, 2011
		File No.	AIGCO_6-30-11.dwg	



AIGCO Parcel

A tract of land within the easterly portion of Alaska Tidelands Survey No. 1004, per Plat 76-2, filed in the Cordova Recorders Office on May 5, 1976 and the easterly portion of Alaska Tidelands Survey No. 900, per Plat 77-2, filed in the Cordova Recorders Office on February 18, 1977 and more particularly described as follows:

COMMENCING FOR REFERENCE at the brass cap monument W.C.M.C. No. 2 U.S. Survey No. 2764;

Thence N 45°02' W, 115.50' to Corner 1, Tract A, Alaska Tidelands Survey No. 900;

Thence N 57°30' W, 125.47' to Corner 1, Tract B, Alaska Tidelands Survey No. 900 which is coincident with Corner 1, Alaska Tidelands Survey No. 1004 and is a point on the westerly Right of Way of New England Cannery Road (Orca Road);

Thence along a curve to the right, coincident with the westerly Right of Way of the New England Cannery Road, having a radius of 522.96 feet, an arc length of 55.26 feet, a chord bearing of S 23°13'33" W, and chord length of 55.24 feet to the TRUE POINT OF BEGINNING for this description;

Thence along a curve to the right, coincident with the westerly Right of Way of the New England Cannery Road, having a radius of 522.96 feet, an arc length of 167.87 feet, a chord bearing of S 35°26'56" W, and chord length of 167.15 feet;

Thence S 44°38'41" W, 129.01 feet continuing coincident with the westerly Right of Way of the New England Cannery Road;

Thence along a curve to the left, having a radius of 1195.92 feet, an arc length of 134.62 feet, a chord bearing of S 41°25'12" W, and chord length of 134.55 feet;

Thence S 38°11'38" W, 334.22 feet;


Thence along a curve to the left, having a radius of 1195.92 feet, an arc length of 5.06 feet, a chord bearing of S 38°04'22" W, and chord length of 5.05 feet, from which the most easterly corner of the Ocean Dock Subdivision, per Plat 83-7, filed in the Cordova Recorders Office on July 26, 1983, bears S 33°06'04" W, 302.82 feet, said point being the intersection of the easterly Right of Way of Sea Gull Avenue and the westerly Right of Way of New England Cannery Road;

Thence departing the westerly Right of Way of the New England Cannery Road, N 56°24'30" W, 250.15 feet across tidelands;

Thence N 37°00'00" E, 557.20 feet across tidelands;

Thence N 88°04'21" E, 359.63 feet across tidelands to the POINT OF BEGINNING and the TERMINUS of this description.

Containing 4.00 acres, more or less.

	Del Norte Surveying, Inc.		Cordova AIGCO Parcel: Parcel Description		3 of 3
	P.O. Box 110553 Anchorage, Alaska 99511 (907) 345-8003 Phone - (907) 345-8002 FAX		Drawn G. Greer	Date June 30, 2011	File No. AIGCO_6-30-11.dwg

## ATTACHMENT 5

### CORDOVA RECORDING DISTRICT

Recording requested by and  
after recording, return to:

Thomas F. Klinkner, Esq.  
BIRCH HORTON BITTNER & CHEROT  
1127 W. 7th Avenue  
Anchorage, AK 99501

### PERFORMANCE DEED OF TRUST

This PERFORMANCE DEED OF TRUST (this "Deed of Trust") is made this \_\_\_\_ day of \_\_\_\_\_, 2011 (the "Effective Date"), by ALASKA INTRASTATE GAS COMPANY, an Alaska Corporation (the "Trustor"), whose address is 645 G Street, Suite 732, Anchorage, Alaska 99501, to PACIFIC NORTHWEST TITLE OF ALASKA, INC. (the "Trustee"), whose address is 3201 C Street, Suite 110, Anchorage, Alaska 99503, for the benefit of the CITY OF CORDOVA (the "Beneficiary"), whose address is P.O. Box 1210, Cordova, Alaska 99574.

**1. GRANT.** In consideration for the acceptance by Trustee of the trust hereunder, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the obligations of Trustor described herein, Trustor hereby grants, bargains, sells, and conveys to Trustee, in trust, with the power of sale, all of Trustor's estate, right, title, and interest in and to the following property:

See Exhibit A.

Together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and rents, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust (collectively, the "Property").

**2. COMMENCEMENT AND SUBSTANTIAL COMPLETION OF CONSTRUCTION; OPERATIONAL OBLIGATIONS.** On or before the date five (5) years after the Effective Date, Trustor shall substantially complete construction of the Facility on the Property as required under the Real Estate Agreement signed by the parties on \_\_\_\_\_, 2011. Upon written request of Trustor received by Beneficiary not less than six (6) months before the expiration of the five (5) year period to attain substantial completion, Beneficiary may extend the period to attain substantial

completion by up to an additional two (2) years if it finds that Trustor has made satisfactory progress toward substantial completion. For purposes of this Section 2 and Section 7.2 of this Performance Deed of Trust, the term "substantially complete" shall mean the stage of progress of construction when the Facility is sufficiently complete so that the facility is capable of being used by Trustor for its intended purposes.

**3. COMPLIANCE WITH LAWS.** Trustor shall comply with all federal, state, and local laws affecting the Property, neither commit nor permit any illegal act thereon or waste thereof, and shall keep all improvements on the Property in good working condition and repair.

**4. WARRANTIES AND COVENANTS OF TRUSTOR.** Trustor warrants, covenants, and agrees as follows:

**4.1 Warranties**

4.1.1 Trustor has full power and authority to grant the Property to Trustee.

4.1.2 Trustor has undertaken its obligation under this Deed of Trust primarily for commercial, industrial or business purposes, and not primarily for personal, family or household purposes.

**4.2 Preservation of Lien.** Trustor will preserve and protect the priority of this Deed of Trust as a first lien on the Property unless the Beneficiary subordinates its interest in writing.

**4.3 Construction.** Trustor shall commence and complete construction of the Project, and will otherwise fulfill all of its covenants and obligations to Beneficiary in accordance with the terms and conditions of this Deed of Trust.

**4.4 Right of Inspection.** Trustor shall permit Beneficiary, or its agents, at all reasonable times, to enter upon and inspect the Property for purposes of ensuring Trustor's compliance with this Deed of Trust.

**4.5 Further Assurances.** Trustor will, at its own expense, from time to time execute and deliver any and all instruments of further assurance and do any and all such acts, or cause the same to be done, as Trustee or Beneficiary deem necessary or advisable to grant to Trustee the Property or to carry out more effectively the purposes of this Deed of Trust.

**4.6 Legal Actions.** Trustor will appear in and defend any action or proceeding before any court or administrative body purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and will pay all costs and expenses, including cost of evidence of title, title insurance premiums, and any fees of attorneys, appraisers, environmental inspectors, and others, incurred by Beneficiary or

Trustee, in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust and in any nonjudicial foreclosure of this Deed of Trust.

**4.7 Taxes, Assessments and Other Liens.** Trustor will pay with interest, not later than the due date, all taxes, assessments, encumbrances, charges, and liens on the Property or any part thereof which at any time appear to be or are alleged to be prior and superior hereto, including without limitation any tax on or measured by rents of the Property, this Deed of Trust, or any obligation or part thereof secured hereby.

**4.8 Expenses.** Trustor will pay all costs, fees, and expenses reasonably incurred by Beneficiary or Trustee in connection with this Deed of Trust.

**4.9 Sale, Transfer, or Encumbrance of Property.** Subject to Section 7 hereof, Trustor shall not, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, sell, transfer or otherwise convey the Property or any interest therein, further encumber the Property or any interest therein, cause or permit any change in the entity, ownership, or control of Trustor or agree to do any of the foregoing. Consent to any one such occurrence shall not be deemed a waiver of the right to require consent to any future occurrences.

**5. DEFAULT.** In the event Trustor fails to commence or substantially complete the construction of the Facility within the times set forth in Section 2 hereof, or if Trustor violates any other term of this Deed of Trust, Beneficiary may declare Trustor to be in default of this Deed of Trust without any notice or demand of any kind, both of which are hereby expressed waived.

## **6. REMEDIES UPON DEFAULT.**

**6.1 Foreclosure of Deed of Trust.** Upon the occurrence of any event of default under this Deed of Trust, Beneficiary may cause the Property to be sold by foreclosing this Deed of Trust in any manner then permitted by law. Trustee may act as agent for Beneficiary in conducting any such sale.

**6.2 Remedies Cumulative.** The rights and remedies accorded by this Deed of Trust shall be in addition to, and not in substitution of, any rights or remedies available under now existing or hereafter arising under applicable law, in equity, or otherwise. All rights and remedies provided for in this Deed of Trust or afforded by law or equity are distinct and cumulative and may be exercised concurrently, independently, or successively. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver of any default shall not constitute a waiver of any subsequent or other default.

## **7. TRUSTEE.**

**7.1 General Powers and Duties of Trustee.** At any time or from time to time, upon an event of default, without liability therefor and without notice and without affecting the liability of any person for the satisfaction of obligations secured hereby, and upon written request of Beneficiary, payment of its own fees and presentation of this Deed of Trust, Trustee may:

7.1.1 Join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; or

7.1.2 Reconvey, without warranty, all or any part of the Property.

**7.2 Reconveyance.** Upon the Trustor's satisfactory performance of the obligations set forth in Section 2 hereof, Beneficiary shall request Trustee to reconvey the Property. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Beneficiary may charge such person or persons a fee for reconveying the Property.

**7.3 Powers and Duties on Default.** Upon written request therefor by Beneficiary specifying the nature of the default, or the nature of the several defaults, Trustee shall execute a written notice of default and of its election to cause the Property to be sold to satisfy the obligation secured hereby, and shall cause such notice to be recorded and otherwise given according to law.

Notice of the sale shall have been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell the Property at the time and place of sale specified in the notice, as provided by statute, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at the time of sale. Trustor agrees that such a sale (or a sale pursuant to judicial foreclosure) of all the Property as real estate constitutes a commercially reasonable disposition thereof. Trustee may postpone the sale of all or any portion of the Property, and from time to time thereafter may postpone such sale, as provided by statute. Trustee shall deliver to the purchaser its deed and bill of sale conveying the Property so sold, but without any covenant or warranty, express or implied. The recital in such deed and bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee, including Trustor or Beneficiary, may purchase at such sale.

After deducting all of the costs, fees, and expenses of Trustee and of this trust, including the cost of title search and title insurance and reasonable attorneys' fees in connection with the sale, Trustee shall pay the proceeds of the sale to the Beneficiary.

**7.4 Acceptance of Trust.** Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.



**7.5 Reliance.** Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing a default by Trustor under this Deed of Trust, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

**7.6 Replacement of Trustee.** Beneficiary may, from time to time, as provided by statute, appoint another trustee in place and stead of Trustee herein named, and thereupon Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder, with the same effect as if originally named Trustee herein.

## **8. HAZARDOUS SUBSTANCES.**

**8.1 Covenants and Agreements.** Trustor hereby covenants and agrees as follows:

8.1.1 Trustor will not cause or permit any Hazardous Substance to be brought upon, kept, used, or generated by Trustor, its agents, employees, contractors, or invitees, in the operation of the Property unless the use or generation of the Hazardous Substance is necessary for the prudent operation of the Property in the ordinary course of Trustor's business and operations and in compliance with all Environmental Laws.

8.1.2 Trustor will at all times and in all respects and at its own expense comply with all Environmental Laws.

8.1.3 At any time, and from time to time, if Trustee so requests, Trustor shall forward to Trustee the most recent environmental review, audit, assessment and/or report relating to the Property procured by Trustor, at the sole cost and expense of Trustor.

8.1.4 Trustor will, at its sole expense, take all actions as may be necessary or advisable for the clean-up of Hazardous Substances on or with respect to the Property, including without limitation all removal, containment and remedial actions in accordance with all applicable laws, and shall further pay or cause to be paid all clean-up, administrative and enforcement costs of governmental agencies with respect to Hazardous Substances on or with respect to the Property if obligated to do so by contract or by law. Trustor will immediately notify the Trustee should Trustor become aware of any actual or potential liability, lien, or violation with respect to Hazardous Substances stored, disposed or released in, on or about the Property. Trustee may require from Trustor assurances that Trustor is taking all actions as may be reasonably required for the clean-up of Hazardous Substances in or with respect to any of the Property; provided, that for all purposes under this Section. Trustor shall, upon the Trustee's request therefor, provide the Trustee with, and the Trustee shall be fully protected in relying upon, without further investigation or further duty to determine

whether any removal, containment and/or remedial actions are satisfactory, either (A) the written approval of such actions by any independent environmental consultant selected by Trustor and not objected to in writing by Trustee or Beneficiary within thirty (30) days after receipt of notification of Trustor's selection; or (B) written notice from Trustor that Trustor is contesting in good faith any such requirement by appropriate legal proceedings.

**8.2 Definitions.** As used in this Section 8:

8.2.1 "Environmental Laws" means all laws and regulations, now or hereafter in effect, with respect to Hazardous Substances, including without limitation the Comprehensive Environmental response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.), the Clean Water Act, as amended (33 U.S.C. Section 1321, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.), and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

8.2.2 "Hazardous Substance" means any substance or material now or hereafter defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous, toxic or radioactive substance, or other similar term, by any Environmental Laws. Trustor is expressly permitted to engage in the handling, transferring, storing or processing of propane, methane, butane or any other natural gas product on the Property so long as it does so in compliance with all applicable Environmental Laws.

**9. CONDEMNATION.** Trustor shall promptly notify Beneficiary of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property or any part thereof, and Trustor shall appear in and prosecute any such action or proceeding unless otherwise directed by Beneficiary in writing. Upon the occurrence and continuance of a default under this Deed of Trust, Trustor authorizes Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in, and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of the Property whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking.

**10. MISCELLANEOUS.**

**10.1 Time of Essence.** Time is of the essence of this Deed of Trust.

**10.2 Binding Upon Successors and Assigns.** Subject to the provisions of applicable law with respect to successor trustees, this Deed of Trust shall be binding on and inure to the benefit of the parties, their successors, and assigns.

**10.3 Beneficiary's Right to Perform Obligations of Trustor.** If Trustor fails to perform the covenants and agreements contained or incorporated in this Deed of Trust, or if any action or proceeding is commenced which affects the Project or title thereto or the interest of Beneficiary therein (including without limitation any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding or eminent domain proceeding), then Beneficiary, at Beneficiary's option may make such appearance, disburse such sums, and take such action as Beneficiary deems necessary, in its sole discretion, to protect Beneficiary's interest, including without limitation: (i) disbursement of attorneys' fees and expenses; (ii) entry upon the Property to make repairs; and (iii) procurement of satisfactory insurance. Trustor shall reimburse Beneficiary for all reasonable costs incurred by Beneficiary in taking any said action, together with interest from the date of expenditure until repaid at two percent per annum over the rate of interest announced by the Trustee as its prime rate from time to time, but in any event, not greater than the maximum rate of interest permitted by Alaska law. Such sums shall become a part of the obligations of Trustor secured by this Deed of Trust and be payable by Trustor on demand. Trustor agrees that the amounts described in this Section constitute necessary expenditures for the preservation of Beneficiary's security and, to the extent permitted by law such amounts shall have a lien priority date as of the date of recording of this Deed of Trust.

Such action by Beneficiary shall not constitute a waiver of the default or any other right or remedy which Beneficiary may have on account of Trustor's default. Nothing in this Section 10.3 shall require Beneficiary to incur any expense or take any action.

**10.4 Notices.** Notices under this Deed of Trust shall be in writing and shall be sufficiently given if addressed and mailed by first-class, certified or registered mail, postage prepaid, to a party at the address set forth above, or such other address as a party may indicate by written notice to the others. All notices shall be deemed served upon deposit of such notice in the United States Postal Service in the manner above provided.

**10.5 Captions.** All captions used in this Deed of Trust are intended solely for convenience of reference and shall not limit, expand or otherwise affect any of the provisions of this Deed of Trust.

**10.6 Invalid Provisions to Affect No Others.** If any of the provisions contained in this Deed of Trust shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained herein shall not be affected thereby.

**10.7 Changes in Writing.** This Deed of Trust and any of its terms may only be changed, waived, discharged or terminated by a writing signed by Beneficiary.

**10.8 Applicable Law.** This Deed of Trust, and the terms and conditions herein shall be construed, applied and enforced in accordance with the laws of the State of Alaska.

**10.9 Parties Interested Herein.** Nothing in this Deed of Trust, express or implied, is intended or shall be construed to give to any person, other than Trustor, Beneficiary and Trustee any right, remedy or claim under or by reason of this Deed of Trust. The covenants, stipulations and agreements in this Deed of Trust contained are and shall be for the sole and exclusive benefit of Trustor, Beneficiary and Trustee, and their successors and assigns.

IN WITNESS WHEREOF, the Trustor has executed this Agreement as of the date first above written.

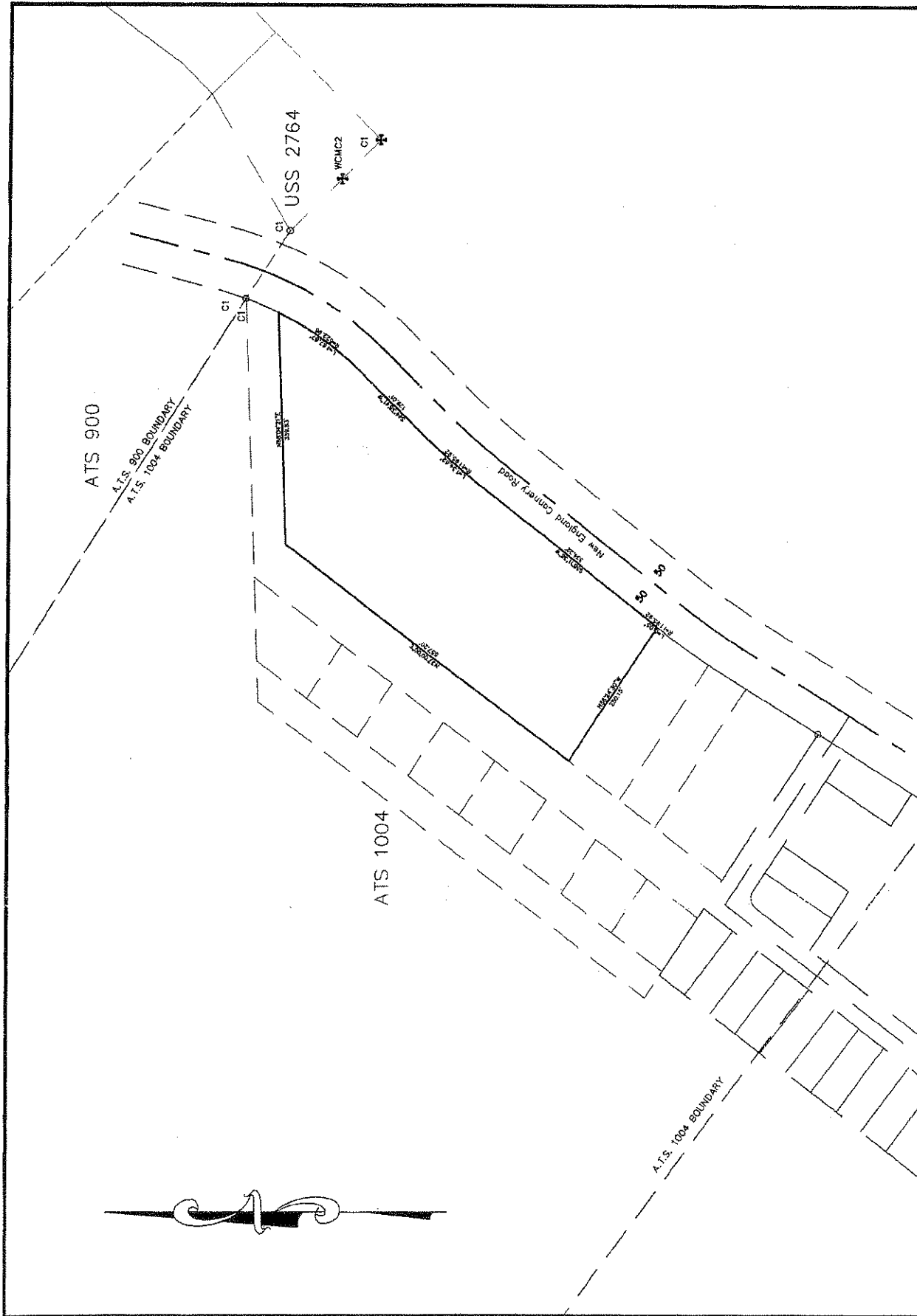
TRUSTOR: ALASKA INTRASTATE GAS COMPANY

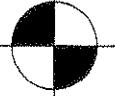
By: \_\_\_\_\_  
Francis L. Avezac, President

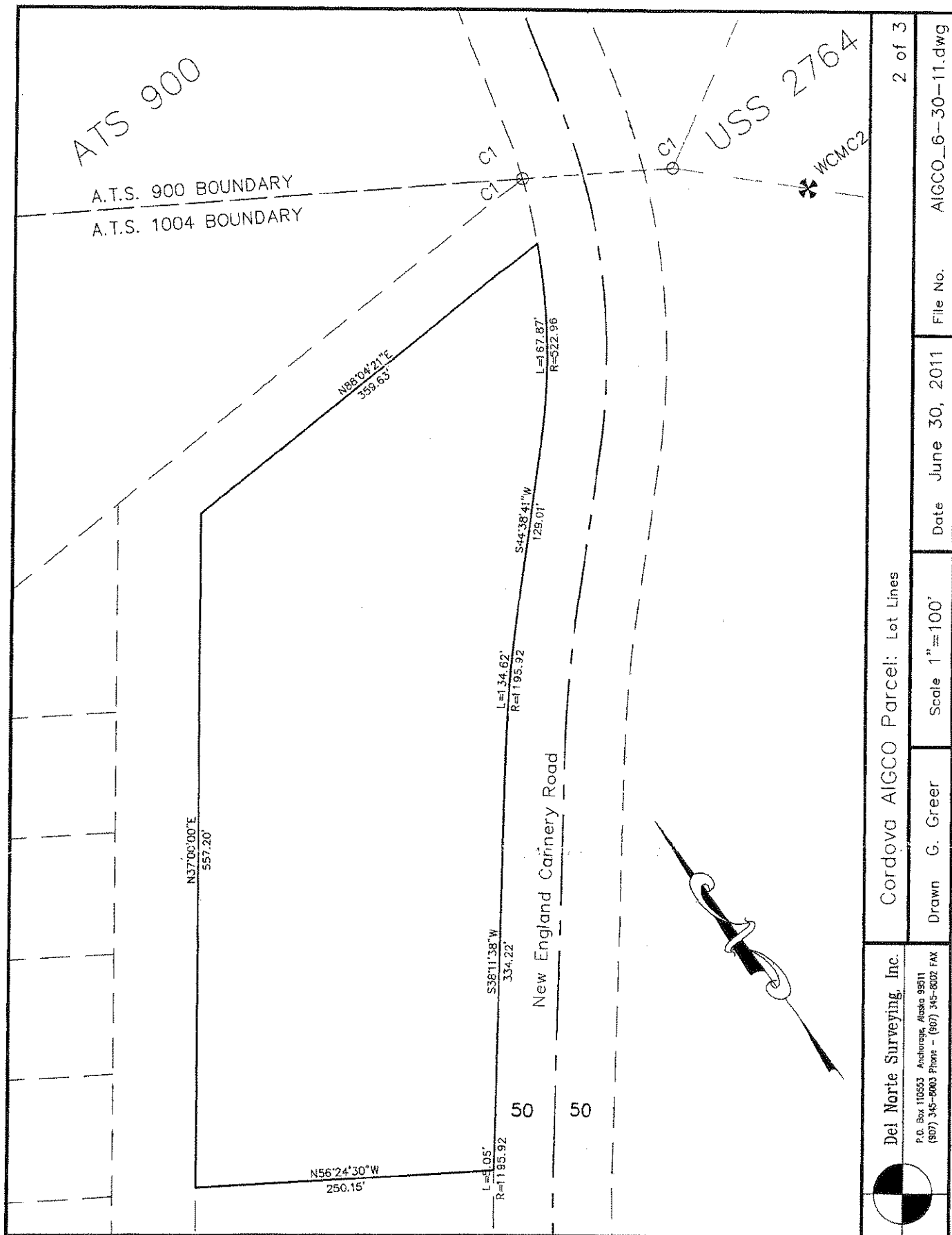
STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2011, by Francis L. Avezac, President of ALASKA INTRASTATE GAS COMPANY, an Alaska Corporation, on behalf of said Corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_



Cordova AIGCO Parcel: Parcel Area View			1 of 3
 <b>Del Norte Surveying, Inc.</b> P.O. Box 110553 Anchorage, Alaska 99511 (907) 345-9003 Phone - (907) 345-9002 FAX	Drawn	G. Greer	File No.
	Scale	1"=200'	Date June 30, 2011
AIGCO_6-30-11.dwg			



AIGCO Parcel

A tract of land within the easterly portion of Alaska Tidelands Survey No. 1004, per Plat 76-2, filed in the Cordova Records Office on May 5, 1976 and the easterly portion of Alaska Tidelands Survey No. 900, per Plat 77-2, filed in the Cordova Records Office on February 18, 1977 and more particularly described as follows:

COMMENCING FOR REFERENCE at the brass cap monument W.C.M.C. No. 2 U.S. Survey No. 2764;

Thence N 45°02' W, 115.50' to Corner 1, Tract A, Alaska Tidelands Survey No. 900;

Thence N 57°30' W, 125.47' to Corner 1, Tract B, Alaska Tidelands Survey No. 900 which is coincident with Corner 1, Alaska Tidelands Survey No. 1004 and is a point on the westerly Right of Way of New England Cannery Road (Orca Road);

Thence along a curve to the right, coincident with the westerly Right of Way of the New England Cannery Road, having a radius of 522.96 feet, an arc length of 55.26 feet, a chord bearing of S 23°13'33" W, and chord length of 55.24 feet to the TRUE POINT OF BEGINNING for this description;

Thence along a curve to the right, coincident with the westerly Right of Way of the New England Cannery Road, having a radius of 522.96 feet, an arc length of 167.87 feet, a chord bearing of S 35°26'56" W, and chord length of 167.15 feet;

Thence S 44°38'41" W, 129.01 feet continuing coincident with the westerly Right of Way of the New England Cannery Road;

Thence along a curve to the left, having a radius of 1195.92 feet, an arc length of 134.62 feet, a chord bearing of S 41°25'12" W, and chord length of 134.55 feet;

Thence S 38°11'38" W, 334.22 feet;


Thence along a curve to the left, having a radius of 1195.92 feet, an arc length of 5.06 feet, a chord bearing of S 38°04'22" W, and chord length of 5.05 feet, from which the most easterly corner of the Ocean Dock Subdivision, per Plat 83-7, filed in the Cordova Records Office on July 26, 1983, bears S 33°06'04" W, 302.82 feet, said point being the intersection of the easterly Right of Way of Sea Gull Avenue and the westerly Right of Way of New England Cannery Road;

Thence departing the westerly Right of Way of the New England Cannery Road, N 56°24'30" W, 250.15 feet across tidelands;

Thence N 37°00'00" E, 557.20 feet across tidelands;

Thence N 88°04'21" E, 359.63 feet across tidelands to the POINT OF BEGINNING and the TERMINUS of this description.

Containing 4.00 acres, more or less.

	Del Norte Surveying, Inc.		Cordova AIGCO Parcel: Parcel Description		3 of 3
	P.O. Box 110553 Anchorage, Alaska 99511 (907) 345-8003 Phone - (907) 345-8002 FAX		Drawn G. Greer	Date June 30, 2011	
				File No. AIGCO_6-30-11.dwg	

**CITY OF CORDOVA  
2012 PROPOSED BUDGET SCHEDULE**

DATE		EVENT
9/16/2011		Departments receive excel budget worksheet
10/05/2011	Regular Mtg	Budget Schedule submitted to City Council
10/05/2011	Regular Mtg	Budget Work session to discuss Revenue
10/14/2011		Dept's deadline to submit requests for additional personnel or wage increases to human resources.
10/10/2011 thru 10/14/2011		Meetings of Dept Heads with Finance Director, if necessary
10/20/2011		Dept's deadline to submit completed budget worksheets, including narratives, line item justifications and capital items or projects, and written explanation of additional personnel, wage increases, or significant changes in operation budgets to Finance Director
10/20/2011		Human Resources provides budget of employee expenses to Finance Director
10/24/2011 thru 10/28/2011		Week of October 24 - 28 Dept Heads meet with City Manager and Finance Director to work out details of Dept Budgets
11/02/2011	Regular Mtg	Regular Meeting - City Manager Submits Draft Proposed Budget to City Council
11/7 - 11/9		AML conference Fairbanks
11/15/2011	Special Mtg	Budget Work Session - City Council - Expenses
11/17/2011	Special Mtg	Budget Work Session - City Council - Expenses
11/21/2011	Special Mtg	Budget Work Session - City Council - Fee Schedule
11/22/2011	Special Mtg	Budget Work Session - City Council - Fee Schedule
11/28/2011	Special Mtg	Special Mtg - First Reading - to adopt fee schedule
12/07/2011	Regular Mtg	Public Hearing and Adoption of 2012 Budget Public Hearing and adoption of fee schedule



## **PENDING AGENDA**

Capital Priorities List Meeting – **December 2011, March 2012, June 2012, September 2012, December 2012**

### **Committees:**

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

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Marine Advisory Program Coordinator; VACANCY; and Brian Marston, ADF&G

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

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

# October 2011

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

# November 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	3	4	5 —Clerk in FBX—
6	7 —Clerk in FBX— —AML—FBX—	8 P&Z Commission Mtg 7pm CH —Clerk in FBX— —AML—FBX—	9 Hrbr Cms 7pm CH HSB 7pm LMR Sch Bd 7pm HSL —AML—FBX—	10 —AML—FBX—	11 Veteran's Day—City Hall Offices Closed —AML—FBX—	12
13	14	15	16 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	17	18	19
20	21	22 5:30 Prks & Rec LMR	23	24 Thanksgiving—City Hall Offices Closed	25 Thanksgiving—City Hall Offices Closed	26
27	28	29	30			

# December 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	8	9	10
11	12	13	14 Hrbr Cms 7pm CH HSB 7pm LMR Sch Bd 7pm HSL	15	16	17
18	19	20 5:30 Prks & Rec LMR	21 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	22	23	24
25	26 Christmas holiday— City Hall Offices Closed	27	28	29	30	31