

Mayor
James Kacsh
Council Members
Kristin Carpenter
Tim Joyce
Tom Bailer
Bret Bradford
Hayley Hoover
David Reggiani
James Burton
City Manager
Randy Robertson
City Clerk
Susan Bourgeois
Deputy Clerk
Tina Hammer
Student Council
Gabrielle Brown
Sarah Hoepfner

**REGULAR COUNCIL MEETING
OCTOBER 15, 2014 @ 7:00 PM
LIBRARY MEETING ROOM**

AGENDA



A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

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

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

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

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

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

5. Resolution 10-14-43..... **(page 1)**
A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to purchase 3.02 acres of real property located in the City of Cordova, Alaska, described as Tract A, U.S. Survey 3370, located in the Cordova Recording District, Third Judicial District, State of Alaska

H. APPROVAL OF MINUTES

6. Public Hearing Minutes 10-01-14..... **(page 17)**
7. Regular Meeting Minutes 10-01-14..... **(page 18)**

I. CONSIDERATION OF BIDS - none

J. REPORTS OF OFFICERS

8. Mayor's Report
9. Manager's Report
10. City Clerk's Report

K. CORRESPONDENCE

11. Letter from Commissioner of ADoT&PF in re New Regional Boundaries..... **(page 23)**
12. Letter from Office of the State Assessor – Cordova's FVD 2014..... **(page 25)**
13. Letter from John Greenwood concerning Council' approval of City land sale..... **(page 26)**

L. ORDINANCES AND RESOLUTIONS

14. Resolution 10-14-44..... **(voice vote)(page 27)**
A resolution of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Ronald and Anne Winters of 163 square feet of Lot 13, Block 5 and 32 square feet of Tract A, Odiak Park Subdivision

M. UNFINISHED BUSINESS

15. Swearing-In of *Hayley Hoover* – elected to fill the vacancy in Council Seat E..... **(page 47)**

N. NEW & MISCELLANEOUS BUSINESS

- 16. MOU with Chamber of Commerce – discussion item (page 48)**
- 17. Cordova Center Phase 2 Value Engineering..... (page 50)**
- 18. Raw Fish Tax and Fisheries Advisory Committee concerns – discussion item..... (page 51)**
- 19. Council concurrence of Mayor Kacsh’s appointment to fill vacant..... (voice vote)(page 52)**
 seat on Fisheries Advisory Committee
- 20. 2015 Budget Preparation kickoff – anticipated revenues and Council’s philosophy**
- 21. Pending Agenda, Calendar, Elected & Appointed Officials lists..... (page 53)**

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

- 22. Council Comments**

Q. EXECUTIVE SESSION

R. ADJOURNMENT

((((((( **HAPPY HALLOWEEN** 

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

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

Full City Council agendas and packets available online at www.cityofcordova.net

Memorandum

To: City Council
From: Planning Staff
Date: 10/7/14
Re: City Purchase of Tract A-1, U.S. Survey 3370

PART I – GENERAL INFORMATION

Requested Action: City purchase of Tract A-1, U.S. Survey 3370
Lot, Block, Survey: Tract A-1, U.S. Survey 3370
Parcel Numbers: 02-085-400
Zoning: Business District
Attachments: Purchase Agreement, Resolution and Plat of Property

PART II – BACKGROUND

A portion of Tract A was purchased in 2007 by the Dundases. The purchase included a 7 year Performance Deed of Trust for development. Since the 2007 purchase, there was a subdivision and many circumstances have changed for the Dundases and the current owner is Dea Church. The Performance Deed of Trust was not fulfilled and in lieu of foreclosure the City has negotiated a purchase price for the property. The City Council recognizes the value and potential of Tract A-1, U.S. Survey 3370 for potential future uses such as a public safety building or future City expansion.

PART III – APPLICABLE CRITERIA

5.23.020 ACQUISITION OF REAL PROPERTY – Approval by council.

In addition to any other council action that may be required by law to authorize the city to acquire real property, the following shall require council approval by resolution after public hearing:

A. Acquisitions of real property, except:

- 1. Acquisitions of real property that is specifically located in and authorized for purchase under an approved capital improvement budget.*
- 2. Acquisitions of rights-of-way incidental to a construction project that has been approved by the council.*
- 3. Acquisitions by foreclosure, deed in lieu of foreclosure, or through litigation or settlement of litigation, other than proceedings in eminent domain.*
- 4. Dedications of an interest in real property in connection with city approval of a subdivision plat.*

B. The institution of eminent domain proceedings on behalf of the city.

PART IV – STAFF RECOMMENDATION

Staff recommends City Council purchase Tract A-1, U.S. Survey 3370.

PART V – SUGGESTED MOTION

“I move to approve resolution 10-14-43.”

MEMO, City of Cordova

FROM: Jon K Stavig, Finance Director

TO: City Manager, Mayor and City Council

Date: 08 October 2014

RE: Funding Sources D. Church Property Acquisition

There are three primary options available to City Council in considering how to fund the D. Church property acquisition. They include:

- Permanent Fund. When the proceeds (\$98k) from the original sale of this property were acquired, they were deposited in the permanent fund. However, an appropriation from this fund requires the unanimous vote of Council and two separate readings.
- General Fund Reserve. This would be our recommended course of action at this time. Rationale for recommending this option includes we are beginning to receipt in our 3rd quarter sales taxes and the FY-14 "Raw Fish Tax" revenues is due.
- While you could look at unexecuted/unexecutable funds remaining in the FY-14 budget, this "salami-slicing" approach would be challenging and problematic since it requires combining several individual budgetary line items, and still might not achieve the necessary amount. This approach may be more desirable when considering funding the remaining FY-14 legal expenses associated with the Cordova Center that was discussed by Mr. Garner at the last Council meeting.

Recommendation: Use of the General Fund Reserve.

Respectfully submitted,

Jon K Stavig
Finance Director, City of Cordova

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-14-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING
THE CITY MANAGER TO PURCHASE 3.02 ACRES OF REAL PROPERTY LOCATED IN THE CITY
OF CORDOVA, ALASKA, DESCRIBED AS TRACT A, U.S. SURVEY 3370, LOCATED IN THE
CORDOVA RECORDING DISTRICT, THIRD JUDICIAL DISTRICT, STATE OF ALASKA**

WHEREAS, Seller is the owner of 3.02 acres of real property located in the City of Cordova, Alaska, legally described as Tract A-1, U.S. Survey 3370, filed September 4, 2009 under Plat number 2009-5 located in the Cordova Recording District, Third Judicial District, State of Alaska; and

WHEREAS, the City of Cordova is the beneficiary of a Performance Deed of Trust burdening the Property and upon the City's purchase of the Property, all obligations under the Performance Deed of Trust will be released; and

WHEREAS, the Property is located adjacent to the Copper River Highway, out of the tsunami zone, and provides a location where both town and outlying areas can be accessed easily ; and

WHEREAS, the City of Cordova intends to use the Property for future City development, including potentially relocating the City's public safety building, which is currently located in a tsunami zone; and

WHEREAS, the City of Cordova will fund the purchase of this property from the General Fund Reserve at this time.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova hereby authorizes and directs the City **purchase** 3.02 acres of real property located in the City of Cordova, Alaska, legally described as Tract A-1, U.S. Survey 3370, filed September 4, 2009 under Plat number 2009-5. The form and content of the purchase agreement now before this meeting is in all respects authorized, approved and confirmed by this resolution, and the City Manager hereby is authorized, empowered and directed to execute and deliver the purchase reflecting the terms in the purchase 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 the purchase agreement, the City Manager hereby is authorized, empowered and directed to do all acts, items, and to execute all documents as may be necessary to carry out and comply with the provisions of the purchase agreement.

PASSED AND APPROVED THIS 15th DAY OF OCTOBER, 2014

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2014 (the "Effective Date"), by and between THE CITY OF CORDOVA, an Alaska municipal corporation ("Buyer"), and DEA M. CHURCH, an individual ("Seller").

WHEREAS, Seller is the owner of 3.02 acres of real property located in the City of Cordova, Alaska, legally described as Tract A-1, U.S. Survey 3370, filed September 4, 2009 under Plat number 2009-5 located in the Cordova Recording District, Third Judicial District, State of Alaska (the "Property");

WHEREAS, the Property is subject to a performance deed of trust recorded on September 24, 2007, which required Seller to substantially complete construction of a commercial building on the Property by August 28, 2014 (the "Performance Deed of Trust");

WHEREAS, Buyer is the beneficiary of the Performance Deed of Trust on the Property

WHEREAS, Seller has not complied with the Performance Deed of Trust;

WHEREAS, Buyer desires to purchase the Property and release Seller's obligations under the Performance Deed of Trust upon purchasing the Property, and Seller desires to sell the Property to Buyer, 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. Agreement of 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 3.02 acres of real property located in the City of Cordova, Alaska, legally described as Tract A-1, U.S. Survey 3370, located in the Cordova Recording District, Third Judicial District, State of Alaska, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").

2. Purchase Price.

(a) The purchase price ("Purchase Price") for the Property is one hundred and thirty-five thousand Dollars (\$135,000.00).

(b) The Purchase Price, as adjusted by proration and adjustments as herein provided, shall be paid by Buyer to Seller in full at Closing in good funds, either

by certified bank or cashier's check or by wire transfer of immediately available funds unless otherwise agreed in writing by Seller.

3. Other Consideration. As additional consideration for the property's purchase, Seller agrees that within one year of the completion of the Cordova Community Center Seller will install a plaque of reasonable size in a public area, recognizing the volunteer work of Tom and Darla Church.

4. Earnest Money. Buyer shall, within three (3) business days after the execution of this Agreement, deliver to Fidelity Title Company 3150 C Street Anchorage, AK, 99503, Attention Howard Hancock ("Escrow Agent"), the sum of Two thousand Dollars (\$2000.00) (the "Earnest Money"). The Earnest Money shall be credited against the Purchase Price at Closing. The Earnest Money shall be refunded to Buyer if (i) there is a failure of the conditions to closing set forth in Section 6, (ii) any matter giving rise to a termination under Sections 4 or 6 occurs, or (iii) there is a default by Seller (including, without limitation, with respect to Seller's representations and warranties herein).

5. Due Diligence, Title, and Property Inspection.

(a) Buyer shall have a period of thirty (30) days from the execution of this Agreement by both parties ("Due Diligence Period"), to complete the inspection of the Property, conduct all investigation, and due diligence activities deemed prudent by Buyer, ("Due Diligence"), and to satisfy or waive, in Buyer's sole discretion, the necessary conditions to Closing referenced in Section 6.

(b) Upon execution of this Agreement, Buyer shall have the right to enter the Property to inspect and investigate the Property upon providing reasonable notice to Seller or a representative designated by Seller, subject to the terms and conditions of this Agreement.

(c) Buyer shall indemnify, defend, and hold Seller harmless from any and all liability directly or indirectly resulting from or otherwise arising out of or in connection with the activities of Buyer or its employees, agents, consultants or other representatives during its Due Diligence assessment of the Property.

(d) Before the end of the Due Diligence Period, Buyer may determine, in its sole and absolute discretion, the Property is not suitable for the purposes intended, and terminate this Agreement by delivering written notice to that effect to Seller before the end of the Due Diligence Period. Such termination notice shall be called the "Due Diligence Termination Notice." If Buyer timely provides a Due Diligence Termination Notice to Seller, Buyer will be refunded the Earnest Money.

(e) In the event that Buyer does not terminate this Agreement as provided in Section 5(d) above, the parties shall proceed to Closing, as defined below, subject to the satisfaction of all conditions to Closing.

(f) Material to be Furnished by Seller. Within five (5) business days after the Effective Date, Seller shall deliver to Buyer the following: (i) a copy of any and all existing environmental reports with respect to the Property, (ii) copies of all soil compaction reports and topographical surveys for the Property, (iii) copies of all permits, covenants, conditions, and restrictions or other building and use restrictions governing the Property, (iv) existing surveys, and (v) any written information regarding the condition of the Property not enumerated above.

(g) Buyer will purchase a commitment for a policy of owner's title insurance for the Property in the full amount of the purchase price having an effective date subsequent to the Effective Date (the "Title Commitment"), naming Buyer as the proposed insured, such commitment to be delivered to Buyer and Seller within ten (10) days following the Effective Date, issued by the title insurer for the Escrow Agent ("Title Company"), and showing good and marketable title to the Property in Seller free and clear of (i) all liens and encumbrances, and (ii) easements, covenants, conditions and restrictions. If Buyer objects to any matter disclosed by any of the foregoing (the "Title Objections"), Buyer shall notify Seller as promptly as possible but in any event before the end of the Due Diligence Period. Those items which Buyer does not object to will be deemed to be accepted and become permitted exceptions to title (the "Permitted Exceptions"). With respect to Buyer's Title Objections, Seller shall, prior to Closing, correct or remove the same and cause the Title Company to deliver an amended Title Commitment reflecting the correction or deletion of such matters. If Seller does not cure the Title Objections, Buyer may terminate this Agreement by written notice to Seller (in which event, except for obligations which accrued prior to the date of termination, this Agreement shall be of no further force and effect) or may waive such objections and proceed to Closing. Notwithstanding the foregoing to the contrary, Seller shall be obligated to satisfy and release at or prior to Closing all liens or encumbrances on the Property except such liens and encumbrances expressly identified by Buyer in writing as Permitted Exceptions. The Title Commitment shall be updated from time to time and shall reveal no other exceptions to title than the Permitted Exceptions. Seller covenants and agrees not to cause or permit any documents to be filed of record affecting title to the Property after the Effective Date hereof without Buyer's prior written consent.

(h) Buyer Environmental Investigation and Property Investigation. Buyer may conduct a Phase I environmental analysis of the Property for the purpose of determining whether there is any environmental contamination requiring remediation. In the event that any environmental contamination is discovered that is above limits established by State or Federal law, then Buyer shall have the right to terminate this Agreement on or before the end of the Due Diligence Period.

6. Closing Contingencies. The obligation of Buyer to purchase the Property from Seller is subject to satisfaction on or before the Closing Date (or such earlier date as shall be specifically set forth herein) of all of the following conditions, any of which may be waived in whole or in part, but only in writing by Buyer at or before the Closing:

(a) City Council Approval. Buyer shall have obtained approval of the City Council on or before the end of the Due Diligence Period for purchasing the Property.

(b) Appraisal. Seller may, at its sole cost, have an appraisal of the Property prepared by an experienced MAI appraiser.

(c) No Misrepresentations. Buyer shall not have discovered any material error, misstatement, or omission in the representations or warranties made by Seller in this Agreement, and all such representations and warranties shall be true and correct in all respects as of the date of Closing.

(d) Performance of all Obligations. Seller shall have performed all covenants and obligations of Seller to be performed before and at Closing as set forth in this Agreement.

(e) Title Policy. It shall be a condition to Buyer's obligation to close this transaction that Seller's interest in the Property shall be such as will enable the Title Company to issue to Buyer the title policy called for herein with respect to the Property, subject only to the Permitted Exceptions and in the amount of the Purchase Price.

(f) Due Diligence. Buyer shall be satisfied with its Due Diligence, and shall not have given a Due Diligence Termination Notice thereof to Seller within the time limits specified in Section 5.

(g) Documents. Seller shall have furnished Buyer with all documents, certificates, and other instruments required to be furnished to Buyer by Seller pursuant to the terms of this Agreement.

(h) No Actions or Proceedings. No action or proceeding against Seller, which is materially adverse to the Property, shall have been instituted or, to the knowledge of Seller, threatened, before a court or other governmental body or instituted or threatened by any public authority.

(i) No Change. No material changes of circumstances affecting the Property shall have occurred subsequent to the date hereof and prior to the Closing Date.

(j) Consents. All consents of any governmental authority or of any third party required to be obtained in furtherance of this Agreement pursuant to applicable law shall have been duly obtained.

(k) Representations, Warranties and Covenants. Each and every representation and warranty of Seller contained in this Agreement shall be true in all material respects when made and shall be true in all material respects at the Closing Date as though such representation and warranty had been made on the Closing Date, and Seller shall have performed all covenants and agreements on its part required to be

performed and shall not be in default under any of the provisions of this Agreement at the Closing Date.

7. Closing and Escrow.

(a) Deposit with Escrow Agent. Upon execution of this Agreement, the parties shall deposit an executed counterpart hereof with Escrow Agent, and this Agreement together with the "General Provisions" of the Escrow Agent's standard preprinted form of escrow instructions shall serve as the instructions to the Escrow Agent for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, including such General Provisions, the terms of this Agreement shall control unless such supplemental escrow instructions specifically are stated to control.

(b) Closing. Unless otherwise agreed to by the parties, the closing for the purchase and sale of the Property (the "Closing") shall occur within 60 days of the Agreement's Effective Date, unless otherwise agreed upon in writing by both parties on the later of (i) the thirtieth (30th) day after all the contingencies set forth in Section 6 ("Contingencies") are satisfied, or, (ii) _____, 2014, (the "Closing Date"). Closing shall occur at the offices of the Escrow Agent in Anchorage, Alaska. The Closing Date may be extended by either party for up to thirty (30) days if written notice of the election to do so is given to the other party and the Escrow Agent at least two (2) days before the Closing Date.

8. Representations and Warranties.

(a) Seller's Representations and Warranties. Seller hereby makes the following representations and warranties to Buyer as of the Effective Date, which representations and warranties (i) Seller commits to promptly update in writing after learning of any misrepresentation therein, and (ii) shall remain true and correct as of the Closing Date:

(i) Authority. Seller has the full right and authority to enter into this Agreement and to convey the Property pursuant to this Agreement and to consummate or cause to be consummated the transactions contemplated herein. This Agreement has been duly authorized, executed, and delivered by Seller, is a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

(ii) Consents. Seller has obtained all consents and permissions related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation by which Seller or the Property is bound.

(iii) Title. Seller has, or on the Closing Date will have, good, valid, and marketable fee simple title to the Property, free and clear of all liens and encumbrances, except the Permitted Exceptions. There are no outstanding options or rights of first refusal to purchase the Property, or any portion thereof, except as may exist between Seller and Buyer.

(iv) Pending Actions. There is no action, suit, arbitration, administrative or judicial proceeding, or unsatisfied order or judgment pending or threatened against Seller which pertains directly to the Property or the transaction contemplated by this Agreement.

(v) To the best of Seller's knowledge, the Property is in compliance in all material aspects with all real property laws, and Seller has received no notice of violation or claimed violation of any real property law.

(vi) To the best of Seller's knowledge, there are no unrecorded easements or agreements that affect the Property.

(vii) Seller, after due inquiry and investigation, represents and warrants to Buyer that: (a) Seller will disclose to Buyer all information in Seller's or Seller's agents' possession relating to the environmental condition of the Property, including with respect to any existing contamination; (b) the Property and all activities and operations conducted thereon or therefrom comply with all environmental laws (exclusive of, as applicable, any existing contamination disclosed by Seller to Buyer), including, (i) there are no environmental conditions at or relating to the Property which would result in any requirement for Buyer to clean up or otherwise remedy that condition under any applicable environmental law, or give rise to any lien on or liability, injunction, restriction, claim, expense, damage, fine, or penalty with respect to the Property, or adversely affect human health or the environment at or near the Property, and (ii) there are no underground storage tanks, asbestos or asbestos-containing materials, lead-based paints or polychlorinated biphenals on, in, under or otherwise present at the Property; (c) Seller has not received any demand letters or notices of past or present violations of any environmental conditions pertaining to the Property; (d) Seller has not received any notices, claims, demands, suits, or judgments from or in favor of any third person or entity, public or private, nor has Seller filed any notice, claim, or demand with any insurer, alleging or claiming, as the case may be, that the Property is contaminated or affected by any hazardous substance or is a source of such contamination to the environment or to lands, areas, or natural resources neighboring or beneath the Property; and (e) no hazardous substance has been treated, stored, released, or disposed of on, in or from the Property.

(b) Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties to Seller as of the Effective Date, which representations and warranties shall remain true and correct as of the Closing Date, as follows. Buyer has the full right and authority to enter into this Agreement. Buyer shall obtain specific authorization by the Cordova City Council to proceed with the purchase

of the Property in accordance with the terms of this Agreement. The person signing this Agreement on behalf of Buyer is authorized to do so. This Agreement has been duly authorized, executed, and delivered by Buyer, is a valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms subject to (i) applicable bankruptcy, insolvency, reorganization, moratorium, and other laws affecting the rights of creditors generally; and (ii) the exercise of judicial discretion in accordance with general principles of equity.

9. Environmental Indemnification. Seller shall defend, indemnify, protect, and hold harmless Buyer and all of its directors, agents, representatives, and employees (collectively, the "Buyer Indemnitees") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities, damages, and expenses, (including, without limitation, reasonable attorneys' fees and disbursements and all amounts paid in investigation or settlement of any of the foregoing) (collectively, the "Indemnified Liabilities"), incurred or suffered by the Buyer Indemnitees as a result of, or relating to any breach by Seller of any representation, warranty, or covenants of Seller set forth in this Agreement concerning the environmental condition of the Property. The Indemnities of this Section 9 shall survive closing without time limitation.

10. Seller Acts Pending Closing. Seller covenants that between the Effective Date and Closing that:

(a) Seller shall not, without the prior written consent of Buyer, take any action, enter into any agreements or any amendments to existing agreements, or provide any notices with respect to the Property without first obtaining the prior written consent of Buyer.

(b) Seller shall not enter into any lease or other occupancy agreement of any sort with respect to the Property.

(c) Seller shall not make, place, obtain and/or permit any additional encumbrance of the Property, whether by deed of trust, mortgage, or otherwise

(d) Seller shall not enter into any agreements, easements, licenses, restrictive agreements, or covenants of any kind which could affect the status or condition of title to the Property.

(e) Seller shall not violate any laws, regulations, or ordinances in the ownership and operation of the Property.

(f) Seller shall promptly notify Buyer of any notices (i) of violations relating to the Property or the improvements thereon, and (ii) requests from any insurance company or organizations exercising functions similar thereto recommending the performance of any work or alteration in the Property. Seller shall comply with any notices of the type described above.

11. Closing Obligations.

(a) Seller's Obligations. At the Closing, Seller shall, to the extent not previously delivered to Buyer by Seller, deliver, transfer, and convey or cause to be delivered, transferred, and conveyed the following to Buyer:

(i) a Statutory Warranty Deed conveying and warranting good and marketable title to Buyer free and clear of all matters other than the Permitted Exceptions;

(ii) releases and termination statements duly executed by all existing lenders on the Property, if any, releasing any and all mortgages, deeds of trust, liens or security interests in and to the Property;

(iii) an affidavit duly executed by Seller stating that Seller is not a "foreign person," as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;

(iv) satisfy Escrow Agent's requirements of Seller with respect to title, such that Escrow Agent is able and willing to issue the Title Policy at Closing, including, without limitation, delivery and execution of Seller affidavits requested by Escrow Agent;

(v) provide, at Buyer's expense, an owners policy of title insurance in form satisfactory to Buyer in the full amount of the Purchase Price ("Title Policy"), exclusive of the cost of any Buyer-requested endorsements; and

(vi) deliver to Buyer possession and occupancy of the Property.

(b) Buyer's Obligations. At the Closing, Buyer shall deliver to Escrow Agent:

(i) the Purchase Price, less the Earnest Money;

(ii) an executed Request for Full Reconveyance, terminating the Seller's obligations under Performance Deed of Trust; **Attachment A**

(iii) such evidence as Seller's counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf Buyer.

(c) Closing Costs. Each party shall pay its own attorney's fees. Buyer will pay all closing costs, which includes the cost for the following: any and all title premiums, appraisals, escrow fees, and recording fees.

12. Condemnation or Casualty. If before Closing all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been or is

threatened against the Property or any part thereof, or if there has been any material adverse change in the condition of the Property after the Due Diligence Period, Seller shall promptly provide written notice to Buyer of any such event. Upon notice of such occurrence, Buyer may re-inspect the Property. Within ten (10) days after Seller provides such notice, or if no notice is given within fifteen (15) days after the occurrence, either Seller or Buyer may terminate this Agreement by written notice to the other. Unless this Agreement is so terminated, it shall remain in full force and effect. If a material change in condition occurs with respect to the Property, Seller shall have the right (but not the duty) to remedy such change prior to Closing, and if Seller is unable or unwilling to do so, Buyer, at its option, may (a) terminate this Agreement and be refunded the Earnest Money, or (b) proceed to Closing, taking the Property in its "as is" condition. The provisions of this Section shall survive Closing or termination of this Agreement. If Seller receives notice of any proposed condemnation, Seller agrees that it will not, without the prior written consent of Buyer, agree to sell any part of the Property to the condemning authority in lieu of the condemnation while this Agreement is in full force and effect.

13. Default.

(a) Buyer Default. If the sale of the Property as contemplated hereunder is not consummated due to Buyer's default hereunder, then Seller shall be entitled, as its sole and exclusive remedy for such default, to terminate this Agreement and receive the Earnest Money (not including interest thereon) as liquidated damages for the breach of this Agreement and not as a penalty, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the Earnest Money amount is a reasonable estimate thereof. The right to receive the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Buyer, and Seller hereby waives, releases, relinquishes any and all other remedies at law or in equity, including any right to (and hereby covenants that it shall not) sue Buyer: (a) for specific performance of this Agreement, or (b) to recover any damages of any nature or description other than or in excess of the Earnest Money. Seller waives the right to make claims for special or consequential damages resulting from breach of this Agreement by Buyer.

(b) Seller Default. If the sale of the Property as contemplated hereunder is not consummated due to Seller's default hereunder, then Buyer shall be entitled to terminate this Agreement, receive a full refund of the Earnest Money as liquidated damages, or sue Seller for specific performance to compel Seller to comply with the terms of this Agreement. In the event Buyer elects to receive the Buyer's liquidated damages for the breach of this Agreement, then Buyer shall be deemed to have expressly waived and relinquished any and all other remedies at law or in equity.

14. Miscellaneous.

(a) Notices. Any notice, request, or other communication ("notice") required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express) or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given at 5:00 p.m., Anchorage, Alaska, time, on the date of such hand or courier delivery, deposit with such overnight courier for next business day delivery, or receipt via the United States mail, but the time period (if any is provided herein) in which to respond to such notice shall commence on the date of hand or overnight courier delivery or on the date received following deposit in the United States mail as provided above. Notwithstanding the preceding sentence, notice by facsimile shall be deemed effective immediately upon receipt of a fax confirmation provided that the notice is also deposited with hand or courier delivery, overnight delivery or regular mail on the same day. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving at least five (5) days' prior written notice thereof, any party may from time to time and at any time change its mailing address hereunder. Any notice of any party may be given by such party's counsel. The parties' respective addresses for notice purposes are as follows:

To Seller: Dea M. Church
P.O. Box 44
Cordova, Alaska 99574

To Buyer: The City of Cordova
Attn: City Manager
P. O. Box 1210
Cordova, Alaska 99574
Facsimile:(907) 424-6000

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

(c) Waiver. 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.

(d) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

(e) Governing Laws. This Agreement is made under and shall be governed by, and construed in accordance with, the laws of the State of Alaska. Any

claim brought based on this Agreement must be brought in superior court in Anchorage, Alaska.

(f) Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

(g) Entire Agreement. This Agreement contains the full and entire Agreement between the parties hereto, and neither they nor their agents shall be bound by any terms, conditions, or representations not herein written, and supersedes all other agreements concerning the subject matter.

(h) Time of Essence. Time is of the essence with respect to this Agreement.

(i) Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. Facsimile signatures shall be binding on the parties.

(j) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

(k) Termination of Agreement. It is understood and agreed that if either Buyer or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Buyer from their obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

(l) Survival of Covenants, Representations, Warranties, and Indemnity. Seller and Buyer covenant and agree that the representations, warranties, covenants, and indemnities set forth herein shall survive Closing, and shall not be merged into the execution and delivery of documents to be executed and delivered by Seller and Buyer at Closing.

(l) Brokers' Commissions. Seller and Buyer each warrant and represent that such party is not represented in this transaction by a broker and that no commissions are owed related to this transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

BUYER:

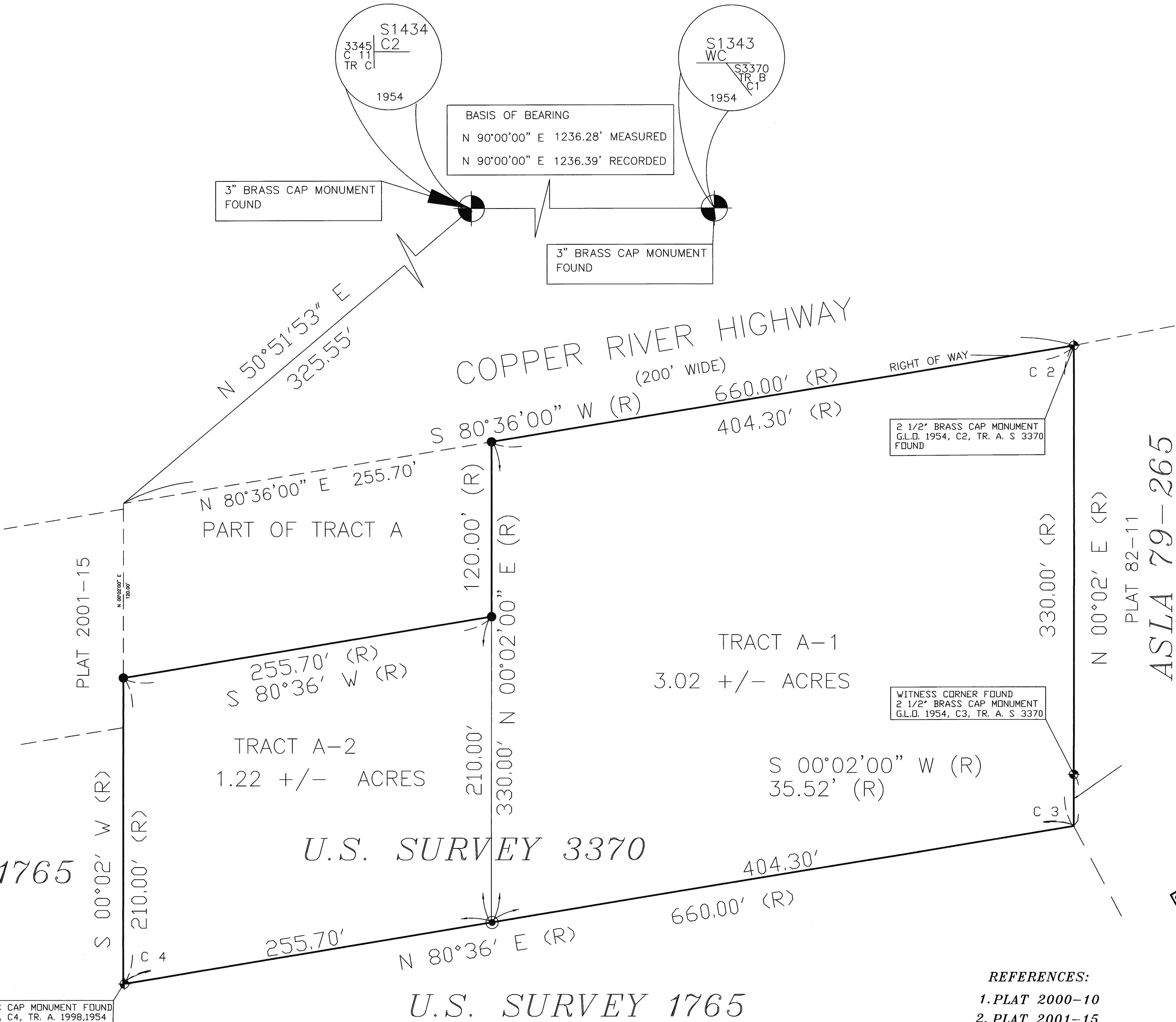
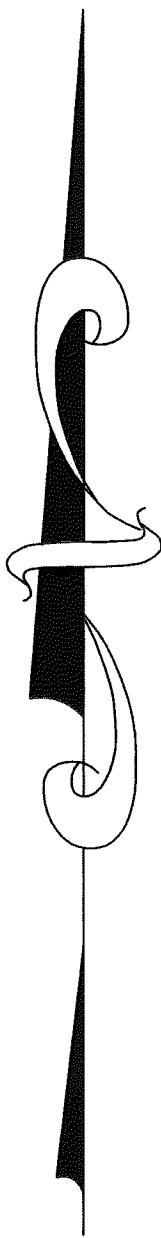
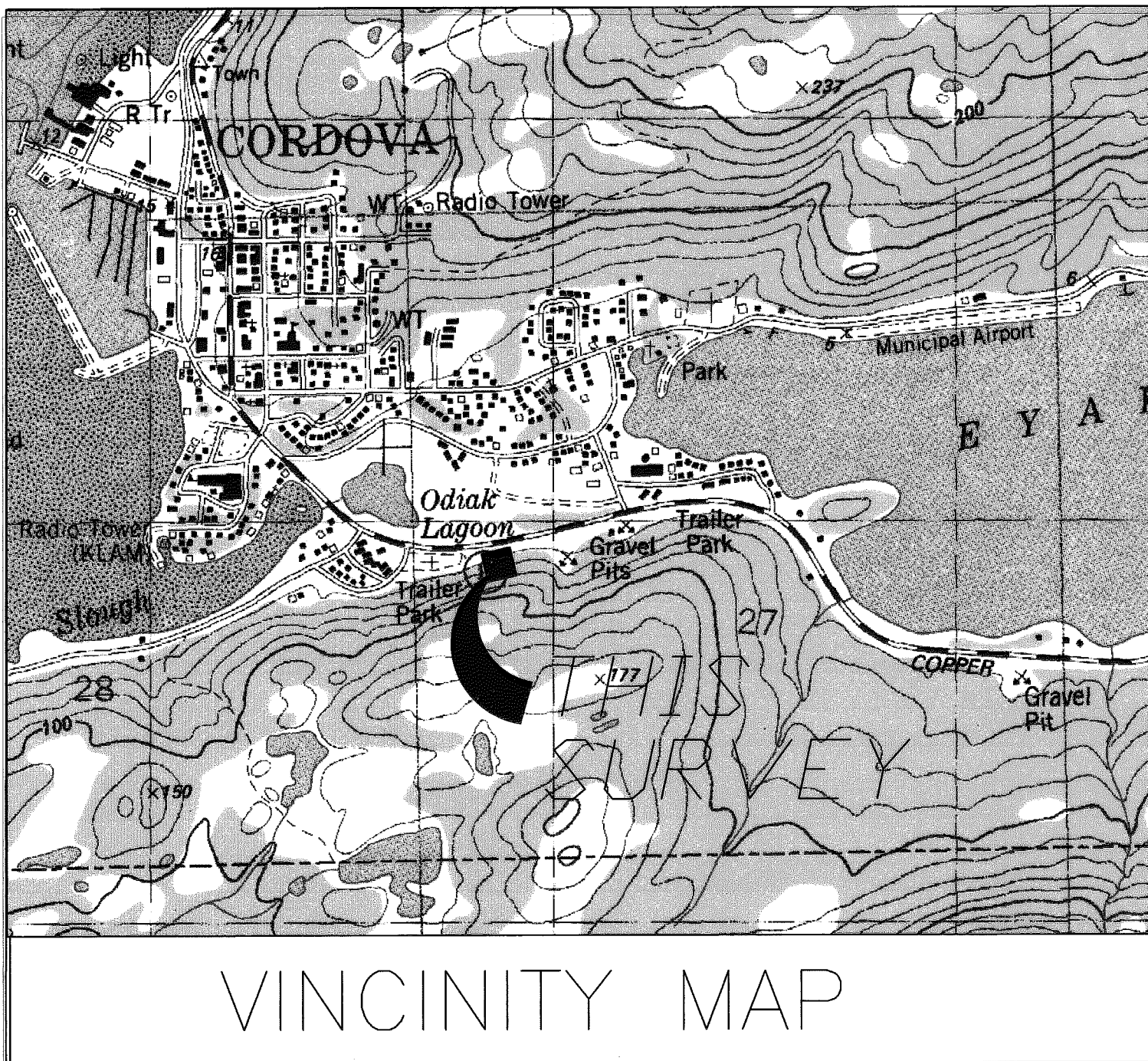
CITY OF CORDOVA

By: _____
Randy Robertson, City Manager

SELLER:

DEA M. CHURCH

DRAFT



U.S. SURVEY 1765

U.S. SURVEY 3370

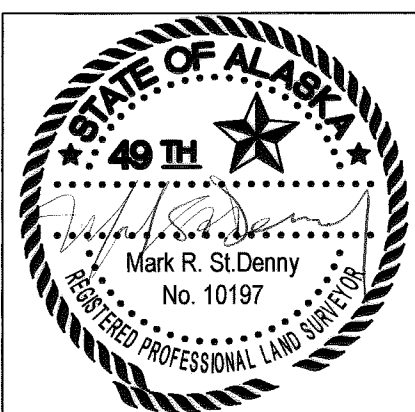
U.S. SURVEY 1765

- LEDGEND
- (R) - RECORD
 - -2 " ALUMINUM CAP FOUND
 - -2 " ALUMINUM CAP SET

- NOTES:
1. BASIS OF BEARING U.S. SURVEY 3370
 2. MONUMENTS SHOWN HEREON WERE NOT RECOVERED THIS SURVEY.
 3. SUBJECT TO ALL CONDITIONS, EASEMENTS, COVENANTS, RESERVATION, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.



- REFERENCES:
1. PLAT 2000-10
 2. PLAT 2001-15
 3. PLAT 82-11
 4. U.S. SURVEY 3370
 5. PLAT 2007-05



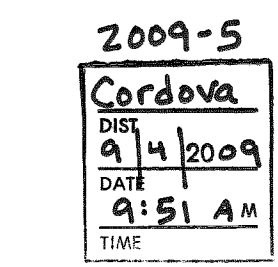
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY LICENSED AND LICENSED TO PROVIDE LAND SURVEYING IN THE STATE OF ALASKA. THAT THIS PLAT REPRESENTS A CORRECT STATE OF MY OWN OR UNDER MY DIRECT SUPERVISION AND THAT THE MONUMENTS ARE IMPROPERLY SHOWN HEREON ACTUALLY EXIST AS DESCRIBED AND THAT ALL DIMENSIONS AND OTHER DATA ARE CORRECT.

DATE: 8-13-2009, RESERVATION NO. 1492

Mark R. St. Denny

REGISTERED LAND SURVEYOR



PREPARED FOR:

JAMES D. DUNDAS
P.O. Box 1208
Cordova, Alaska 99574

OWNERSHIP AFFIDAVIT			
I HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON.			
I HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS AND OTHER PUBLIC AREAS SHOWN HEREON.			
James D. Dundas		DATE: 8/23/09	
I HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON.			
I HEREBY DEDICATE TO THE PUBLIC ALL EASEMENTS FOR PUBLIC UTILITIES, STREETS, ALLEYS, THOROUGHFARES, PARKS AND OTHER PUBLIC AREAS SHOWN HEREON.			
James D. Dundas		DATE: 8/25/09	
DEA DUNDAS			
NOTARY ACKNOWLEDGMENT			
I HAVE BEEN DULY NOTICED AND SWORN TO BEFORE ME THIS 25 DAY OF August 2009			
Clara K. Popelka		CITY OF CORDOVA	
I HAVE BEEN DULY NOTICED AND SWORN TO BEFORE ME THIS 25 DAY OF August 2009			
Clara K. Popelka		CITY OF CORDOVA	
DEA DUNDAS			
STATE OF ALASKA NOTARY PUBLIC Clara K. Popelka My Commission Expires May 2013			
TAX CERTIFICATE			
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THE CITY OF CORDOVA, ALASKA, THE TAXES ASSESSED AND DUE AGAINST SAID LAND AND IN FAVOR OF THE CITY OF CORDOVA ARE PAID IN FULL.			
DATED AT CORDOVA, ALASKA, THIS 1st DAY OF September 2009			
PLAT APPROVAL			
THIS PLAT CONFORMS TO THE CITY OF CORDOVA PLANNING AND ZONING COMMISSION AND IS HEREBY ACCEPTED AS THE OFFICIAL PLAT, SUBJECT TO ANY AND ALL CONDITIONS AND REQUIREMENTS OF ORDINANCE AND LAW PERTAINING THERE TO.			
Cathy R. Shuman DATE: August 26, 2009			
CITY MANAGER			
DATE: 9-1-09			
CHAIRMAN, PLANNING & ZONING COMMISSION			
DATE: August 26, 2009			
PLATTING OFFICIAL			
SUBDIVISION OF REMAINDER OF TRACT A U.S. SURVEY 3370 CREATING: TRACT A-1 & TRACT A-2 U.S. SURVEY 3370			
CORDOVA ALASKA			
APPROVED	DATE	DRAWN	CORDOVA RECORDING DISTRICT
9-14-2009	8-13-2009	M.S.T.D.	
SCALE	SHEET	PROJECT NO.	
1" = 40'	1 of 1		
ST.DENNY SURVEYING, INC. P.O. BOX 388, KODIAK, ALASKA (907) 481-3500			

**CITY COUNCIL PUBLIC HEARING
OCTOBER 01, 2014 @ 6:45 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council public hearing to order at 6:45 pm on October 01, 2014, in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter, Tim Joyce, Tom Bailer, Bret Bradford, Dave Reggiani* and *James Burton*. Currently, Council Seat E is vacant. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

C. PUBLIC HEARING

1. Ordinance 1121

An ordinance of the City Council of the City of Cordova, Alaska, amending section 2.20.010(d) of the Cordova Municipal Code to revise broadcast notification requirements for City elections from once in each month for three months prior to the election to continuously for 40 days prior to the election

Mayor Kacsh opened the hearing up for public comment; there was no public comment.

M/Bradford S/Burton to recess at 6:47 pm until 6:55pm.

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

At 6:55 pm *Mayor Kacsh* called the public hearing back to order and asked if there was any further public comment on the ordinance. There was none.

D. ADJOURNMENT

M/Reggiani S/Joyce to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 6:56 pm.

Approved: October 15, 2014

Attest: _____
Susan Bourgeois, CMC, City Clerk

**CITY COUNCIL REGULAR MEETING
OCTOBER 01, 2014 @ 7:00 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Regular Meeting to order at 7:00 pm on October 01, 2014, in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter, Tim Joyce, Tom Bailer, Bret Bradford, Dave Reggiani* and *James Burton*. Also present were Student Council representative *Sarah Hoepfner*, City Manager *Randy Robertson* City Clerk *Susan Bourgeois*.

D. APPROVAL OF REGULAR AGENDA

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

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

E. DISCLOSURES OF CONFLICTS OF INTEREST - none

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speaker - none

2. Audience comments regarding agenda items - none

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

Burton said that Harbor Commission would be meeting next Wednesday.

Carpenter said HSB has been busy. The regular quarterly meeting should have been tonight but with interviews and other meetings, they have rescheduled that for Oct 15 before the next Council meeting. She happily announced that *Stephen Sundby* has been offered the Hospital Administrator position. They are working out the details as he will remain a CCMC employee and not become a Providence employee as has been the past practice for hospital administrators since the Providence contract has been in place. *Carpenter* also reported that *Varnadoe* and *Sundby* spoke with Healthland about EHR and the implementation plan is on a better course. *Bailer* asked about *Sundby's* position as Executive Director of Sound Alternatives and *Sundby* reported that they would not be filling that – he would handle both positions and some of those duties would be absorbed – quite a cost savings.

Bailer said that P&Z met and agenda item 9 in the consent calendar is from P&Z.

Bradford said there have been a few meetings of the school board – they have voted to drop the Student Activities to the 2A level from 3A.

a. Report from Fisheries Advisory Committee

4. Student Council Representative *Sarah Hoepfner* reported that there was an all-school game night last week – half the student body attended. She said there was a spirit week last week for Cross Country regionals and this week, *Sara* and *Zach Hamberger* would be attending State in Anchorage. JH Basketball has home games this weekend with Delta and Volleyball will travel to Kenai and Homer. Next week will be a wrestling spirit week and a home tournament next weekend. There will be two dances this month: welcome freshmen dance and a Sadie Hawkins dance. *Hoepfner* said the biggest talk around school is the decision for 2A sports to begin next year. *Carpenter* asked for her perspective on that decision. *Hoepfner* said since she is a senior it doesn't matter as much for her; she would have preferred to remain 3A. She believes there are a lot of benefits to both sides.

G. APPROVAL OF CONSENT CALENDAR

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

5. Ordinance 1121 An ordinance of the City Council of the City of Cordova, Alaska, amending section 2.20.010(d) of the Cordova Municipal Code to revise broadcast notification requirements for City elections from once in each month for three months prior to the election to continuously for 40 days prior to the election – 2nd reading

~~6. Substitute Resolution 09-14-39 A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a five (5) year lease of Lots 3 and 4, Block 8, Original Townsite and all improvements thereon with the Cordova Chamber of Commerce~~

7. Council's waiving of the right to protest the Liquor license change of location for Tiny Wings, Inc. dba Anchor Bar Liquor Store

8. Council decision regarding 2014 Land Disposal Maps

~~9. Council decision regarding disposal method of City owned property~~

10. Record excused absence for Council member Bradford from the September 17, 2014 Regular Meeting.

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

Mayor Kacsh said 6 would be 15a and 9 would be 17a.

H. APPROVAL OF MINUTES

M/Joyce S/Bradford to approve the Minutes.

11. Regular Meeting Minutes 09-17-14

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

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS

12. Mayor's Report – *Mayor Kacsh* said he met with CAYAC – a non-profit, members of the Parks and Rec Department and members of the School Board and it was a good productive discussion. He also testified on the summer 2015 ferry schedule – he commented on the inequity in the rates.

13. Manager's Report – *Robertson* said it was Alaska book week and he commended *Miriam Dunbar* and the Library staff for some well-attended events. Also on Monday night October 6, a representative from the American Ramp Company will be in to hold a public meeting to discuss the makeup of a skate park and pump track in Cordova behind the Tot Park. *Robertson* mentioned the Cordova Conversation – our electronic newsletter that has over 100 people signed up and receiving weekly. *Senator Stevens* will be in Cordova on October 21-22. He says it is a social visit – the timing is good as he hasn't been here for about a year and we could discuss capital projects with him before the session. The churches have gotten together and are organizing a dinner in recognition of the USCG on November 7. The light at the intersection by the high school has been fixed by the State DoT. He met today with *Rogers*, the architect and Dawson – boots on the ground for Cordova Center on November 3. Finally, *Robertson* had a little bit to say about some new employees as he introduced them to the Council: *Aaron Muma*, in charge now at the baler and landfill facilities, *Sam Christe*, new at the WWTP division, *Blake Reece* a new dispatcher and the *Shapleigh's* – you already met *Jason* with the Harbor and *Crystal* is now back at Bidarki. Lastly, *Micah Renfeldt* has taken over the Parks Labor and Maintenance position.

a. Cordova Center update report – *Rogers* reported that DCI (Dawson Construction Inc.) has turned in their final GMP (guaranteed maximum price) to us. They will be restarting work on Monday November 3. At the end of October there will be an important meeting with the design team and contractor for the last chance changes. *Rogers* said that he has offered the superintendent of facilities position to *Weston Bennett* and he has accepted and will begin on October 27. His first task will be project manager for the Cordova Center. Windows are being worked on – a sample mock-up of a new design will be installed at the end of November as a trial. *Bailer* thanked *Rogers* for the update. He asked if the insulation which is spec'ed at 16 inches, whether that was after settling of the blown-in insulation or before settling. *Rogers* said he would have to get the answer to

that. **Sherman** added that as far as fundraising – she can update what is in the packet it says \$44,800 and the new amount is over \$70,000.

b. Finance Director report

14. City Clerk's Report - *Bourgeois* said the Clerk's office has been mostly working on the Special Election, trying to work out the details with the State for the elections to be held simultaneously. Absentee in person will begin October 20 at City Hall and people can request absentee by mail ballots at any time – she has received a few already.

K. CORRESPONDENCE - none

L. ORDINANCES AND RESOLUTIONS

15. Resolution 10-14-42 A resolution of the City Council of the City of Cordova, Alaska, approving a contract amendment with Dawson construction for a limited notice to proceed for Phase II of the Cordova Center project for a cumulative sum of \$8,693,523

M/Bradford S/Joyce to approve Resolution 10-14-42 a resolution of the City Council of the City of Cordova, Alaska, approving a contract amendment with Dawson construction for a limited notice to proceed for Phase II of the Cordova Center project for a cumulative sum of \$8,693,523.

Joyce said that the work load was redistributed to allow for the majority of the mechanical, etc. to get done and might leave the kitchen and some of the theater to be left.

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

15a. 6. Substitute Resolution 09-14-39 A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a five (5) year lease of Lots 3 and 4, Block 8, Original Townsite and all improvements thereon with the Cordova Chamber of Commerce

M/Reggiani S/Joyce to approve Substitute Resolution 09-14-39 A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a five (5) year lease of Lots 3 and 4, Block 8, Original Townsite and all improvements thereon with the Cordova Chamber of Commerce.

M/Reggiani S/Burton to amend the resolution by striking the last whereas and on the last whereas, strike “the annual rental rate will be One Dollar (\$1.00)” and insert “will provide an in-kind contribution of \$23,470 annually for the annual rental rate for the term of the lease”.

Reggiani said this captures the intent of the discussion last time that shows that the in-kind has an annual contribution associated with it as the value of the lease.

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

Bailer asked if this would come before us again. The response was, no, it would not. **Bailer** said he knew there was an MOU with the Chamber of Commerce and he wondered if we could get copies of that, before the budget process starts.

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

M. UNFINISHED BUSINESS

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

Bourgeois handed out ballots for Council to vote. After collecting the ballots, **Bourgeois** tallied the votes and read them aloud. **Hayley Hoover** received votes from Bradford, Carpenter, Joyce and Burton and **Robert Beedle** received votes from Reggiani and Bailer. Therefore, **Hayley Hoover** was duly elected by the majority of the remaining members of Council (i.e. four) to fill Seat E. **Mayor Kacsh** asked that she be sworn in at the next regular meeting.

N. NEW & MISCELLANEOUS BUSINESS

17. Approval of Tideland Permit for Outfall Line and Seawater Intake Line for Northern Fish Alaska LLC, dba Prime Select Seafoods

M/Carpenter S/Bradford to approve a permit for Prime Select Seafoods outfall and seawater intake lines as described and including the special conditions.

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

17a. 9. Council decision regarding disposal method of City owned property

M/Joyce S/Bradford to direct the City Manager to dispose by direct negotiation with Anne and Ronald Winters a portion of Lot 13 Block 5 and a portion of Tract A, Odiak Park Subdivision which will meet all required setbacks of the Medium Residential Zoning District.

Joyce said he was of the opinion that we should only dispose of the one foot that is necessary, instead of the full fifteen feet. **City Planner Greenwood** said that at P&Z they discussed this at length and there were several reasons why it is in our best interest to make it to the legal setbacks: 1) otherwise you wind up with a non-conforming building – could cause issues with future sales and if the building is destroyed it cannot be put back in same location; 2) also, the lot has fill on the west side equal to the setbacks; 3) she said this would be the least messy way to handle this situation – wind up with the most buildable normally sized lots around it. **Joyce** said we should just do the minimum necessary; if they cannot rebuild if it gets destroyed then so be it, they will build to the setbacks as they were supposed to initially. **Bradford** said P&Z commission weighed in on this, we are selling it to them to make it right, let's just do this. **Bailer** said that this all was discussed at P&Z; we just don't have the enforcement, nobody's fault. He mentioned a time where this had been done in the past. He opined that we'd be adding structures, value, to the tax rolls. **Reggiani** said that at P&Z, many of the commissioners felt awkward that it was happening after the fact, i.e. that the building permit had never been given for this (never applied for). He agrees with **Joyce** and would support the 1 foot instead of the 15 feet. **Joyce** said we could be requiring them to move this building.

M/Joyce S/Burton to make that a one foot setback on the one side.

Burton agreed to not set a precedent of people asking for forgiveness later on instead of getting the building permit initially. **Bradford** said he would agree if it weren't a piece of swamp that we were talking about. He won't support the amendment. **Bailer** said as far as precedent, we have done this before. He won't support the amendment. **Carpenter** said that the swamp is the wetlands of that area and it is important part of the hydrology of that area. They have actually found Coho smolt there. **Joyce** said what we have done in the past isn't exactly like this – that other land owner wasn't asking after-the-fact to buy land he had encroached upon.

Vote on amendment: 4 yeas, 2 nays (Bradford, Bailer), 1 vacancy (seat E). Amendment passes.

Bailer said he thinks we are cheating the City out of some tax dollars and we are creating a hardship for some taxpaying citizens.

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

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

Bailer asked if the Value Engineering list for the Cordova Center can be on the next agenda. **Joyce** said he thinks that is premature. **Bailer** said let's get it on there so we can discuss it. **Bradford** and **Burton** agreed they want to see it. **Mayor Kacsh** said we should start scheduling budget work sessions. **Robertson** said he was thinking they could have a very rough draft in 2 – 3 weeks; last of October or first of November. **Reggiani** opined that he'd like to have a short kick-off meeting sooner rather than later that could offer the budget from Council's point of view. With HSB and a possible public hearing before the regular meeting on 10/15/14 Council opted for an agenda item regarding budget for the regular meeting instead of a work session before the meeting. **Bradford** asked for an item regarding the MOU between the chamber and the City as well as a discussion of the expectations the City has for the chamber. He also mentioned that the Fisheries Advisory Committee was asking for a new member and was asking other questions that Council should answer – he asked for that as an item. **Joyce** said Council and the **Mayor** should ask for interest to fill that seat.

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

19. Council Comments

Carpenter wanted to put in one more plug for contributions from Council members to the Cordova Center. The funders (foundations) are looking for broad support – they care more that a lot of people gave \$50 or \$100 vs. 2 people giving \$1000 each – they want to see broad community support for a project.

Joyce dittos what **Carpenter** said. We are asking Rasmussen to up their ante and this is one of the things they are looking at.

Q. EXECUTIVE SESSION

20. Performance Deed of Trust negotiation

21. Cordova Center update / finances

22. Settlement offer on longstanding City litigation

M/Joyce S/Bradford to go into executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government specifically, Performance Deed of Trust negotiation, Cordova Center finances and Settlement offer on longstanding City litigation.

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

M/Joyce S/Bradford to recess the meeting to clear the room before the executive session. With no objection the meeting was recessed from 8:33 pm until 8:35 pm.

Council entered the executive session at 8:36 pm and reconvened the regular meeting at 9:56 pm.

M/Joyce S/Burton to direct the City Manager to proceed as was discussed in the executive session regarding purchasing the **Dea Church** property.

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

R. ADJOURNMENT

M/Burton S/Bradford to adjourn. Hearing no objections the meeting was adjourned at 9:58 pm.

Approved: October 15, 2014

Attest: _____
Susan Bourgeois, CMC, City Clerk



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Transportation and
Public Facilities

OFFICE OF THE COMMISSIONER
Patrick J. Kemp, P.E., Commissioner

3132 Channel Drive
P.O. Box 112500
Juneau, Alaska 99811-2500
Main: 907.465.3900
Fax: 907.586.8365
dot.state.ak.us

September 29, 2014

Mayor James Kacsh
PO Box 1210
Cordova, AK 99574

Dear Mayor Kacsh:

The Department of Transportation and Public Facilities (DOT&PF) is organized into six sectors: one headquarters; two systems (Marine Highways and International Airports); and three regions (Central, Northern, Southeast). Effective this fall, the department is changing the boundaries of the regions. Notably, the Southeast Region will be expanded to include the majority of the coastal communities along the gulf and will be renamed the "Coastal Region." Attached are two maps to help explain the change, one shows the current boundaries and the second shows the revised boundaries. You will notice not all communities situated on the coast will be moved to the Coastal Region, those connected to the state highway system will remain under the Central or Northern Regions.

Population trends and the requirements of the most recent highway bill, MAP-21, are the main drivers for implementing this change. The commonalities shared by coastal communities, which include Alaska Marine Highway service, harbors, ports, and coastal climates also contributed to this decision.

This change will go through a careful transition so that no capital projects are negatively affected and no employees will physically relocate. The changes are fundamentally at the upper management level and you should not notice any change in daily maintenance and operation activities.

If you have any questions or suggestions on how we can make this transition as seamless as possible, please have your staff contact Connie McKenzie at (907) 465-4772.

Sincerely,

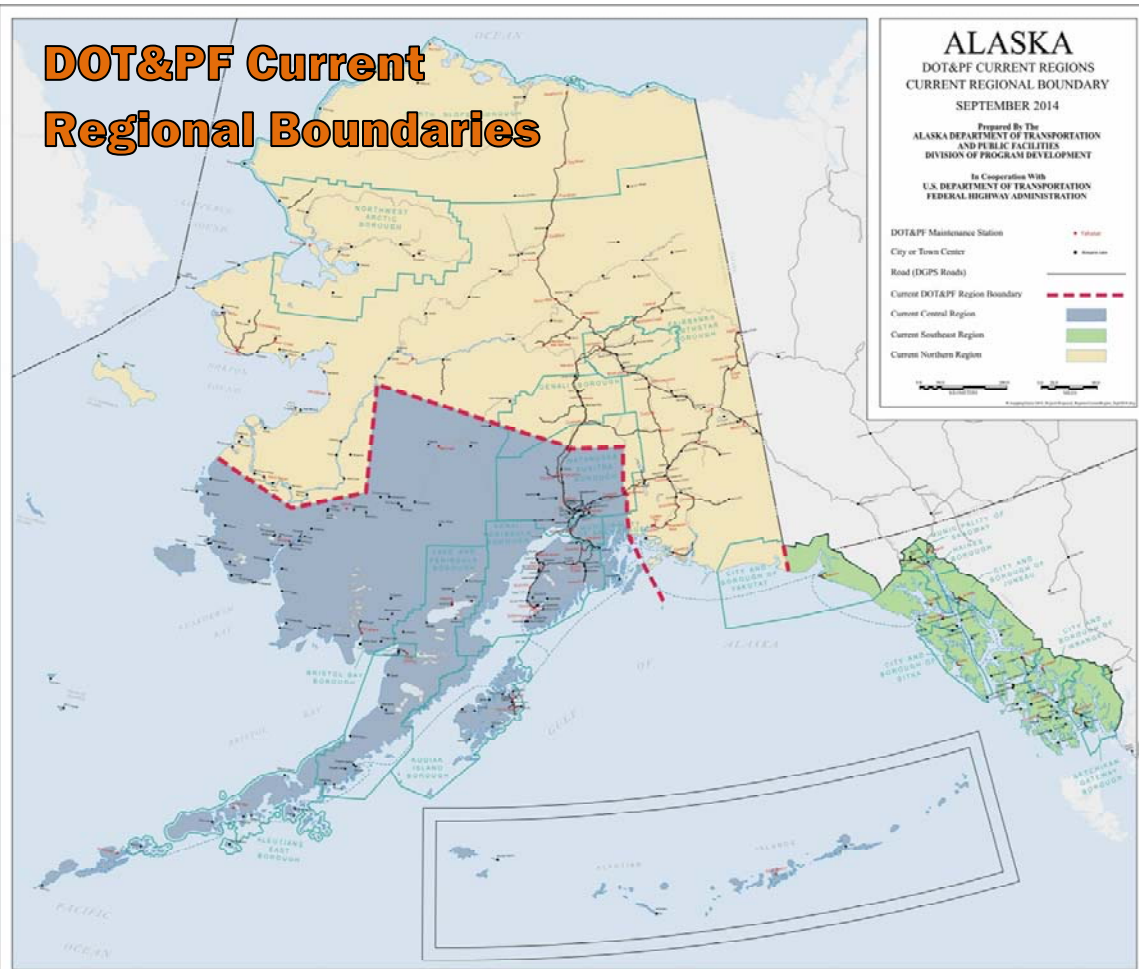
A handwritten signature in blue ink, appearing to read "P. Kemp".

Patrick J. Kemp, P.E.
Commissioner

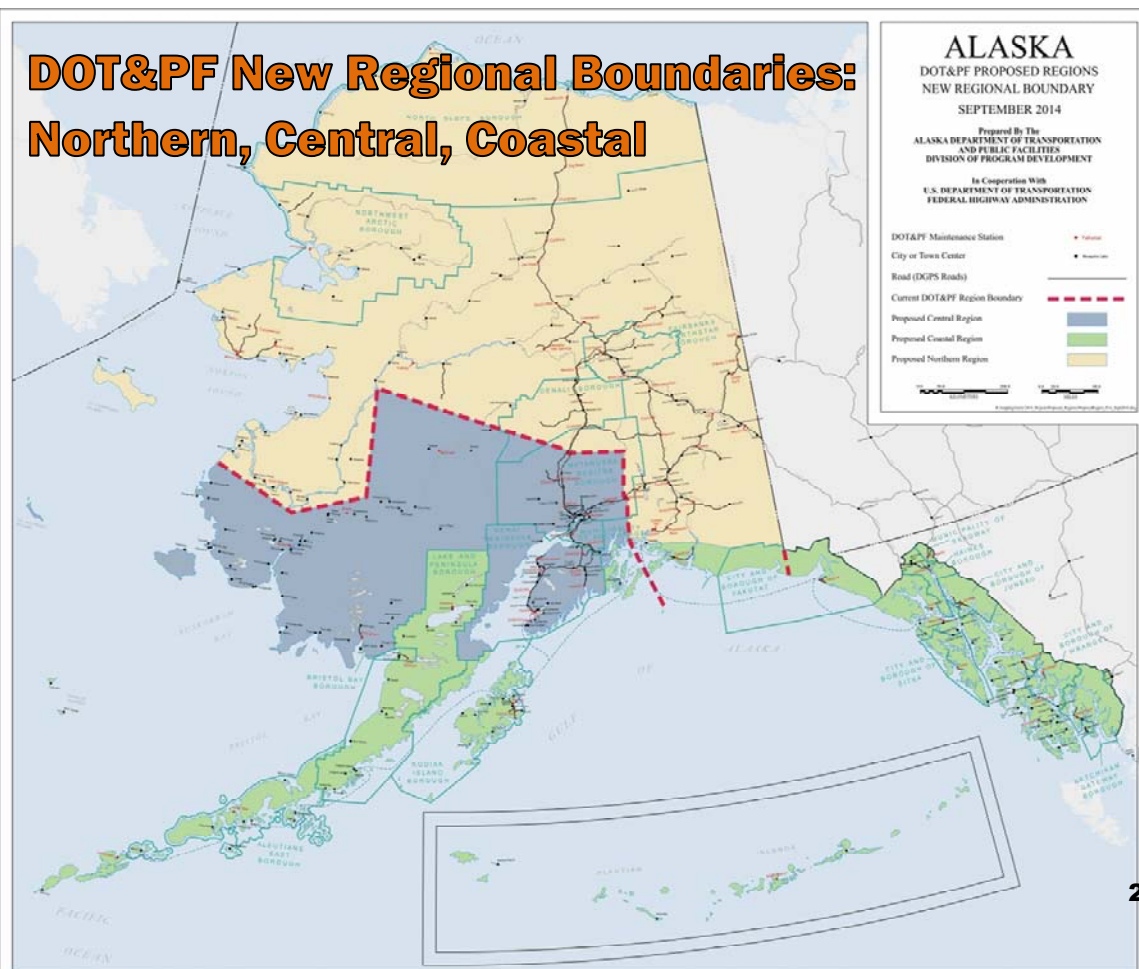
Attachment: DOT&PF – Regional Maps

cc: Al Clough, Coastal Region Director, DOT&PF
Rob Campbell, Central Region and acting Northern Region Director, DOT&PF
Connie McKenzie, Legislative Liaison, DOT&PF

DOT&PF Current Regional Boundaries



DOT&PF New Regional Boundaries: Northern, Central, Coastal





STATE OF ALASKA
DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT

Division of Community and Regional Affairs

Sean Parnell, Governor
Susan K. Bell, Commissioner
Lawrence Blood, Acting Director

October 1, 2014

CERTIFIED/RETURN RECEIPT REQUESTED
70123050000147060257

Mayor James Kacsh
City of Cordova
PO Box 1210
Cordova, AK 99574

RE: 2014 FULL VALUE DETERMINATION

Dear Mayor Kacsh:

As required by AS 14.17.510 (Public Schools Foundation Program), the Department of Commerce, Community, and Economic Development has determined that, as of January 1, 2014, the full and true value of taxable real and personal property within your municipality is as follows:

Real Property:	\$209,442,900
Personal Property	\$67,440,100
State Assessed Property (AS 43.56):	\$10,873,470
<hr/>	
TOTAL:	\$287,756,470

This full value determination may be appealed administratively by you within fifteen (15) days of receipt of this notice. In addition, AS 14.17.510 allows for judicial review of the determination. If you have any questions concerning this full value determination for 2014, please contact our office at 269-4605.

Sincerely,

Ronald E. Brown
State Assessor

City Council of Cordova

I am writing this letter in response to the agenda item concerning the land disposal of the city to the Winters. I am extremely disappointed in the actions of the council members who did not follow the recommendation of the Planning commission on this item. This item was discussed in depth at a special meeting and passed with unanimous consent. It was stated by several members of the commission that we don't want to set a precedence but with the information we had it was the best thing to do. I would not have been in favor of recommendation if all of the property was zoned residential and easily developed. The new lot lines proposed by the action are very unordinary and not very useful. If I had known the outcome I would not have supported any disposal of land from the city. There is a substantial amount of land fill on the two city lots that are and will continue to be used by the property owners at no cost. I feel that if the the dissenting council members are worried about setting a precedence then they should have the building removed!

Sincerely

John Greenwood

To: City Council
From: Planning Staff
Date: 10/9/14
Re: Disposal of a portion of Lot 13 Block 5 and a portion of Tract A, Odiak Subdivision

PART I – GENERAL INFORMATION

Requested Action: Disposal of a portion of Lot 13 Block 5 and a portion of Tract A, Odiak Subdivision
Address: 925 Center Drive
Parcel Numbers: 02-373-450 & 02-072-844
Zoning: Medium Residential and Parks and Open Spaces
Attachments: Purchase Agreement, Resolution, Quit Claims and Drawing showing Property to be disposed

PART II – BACKGROUND

9/20/2014 received a letter of interest from the Winters
9/24/2014 P&Z recommended that Council sell City property from Tract A and Lot 13 to allow enough property for garage to meet required setbacks as drawn in the meeting
10/1/2014 City Council voted to sell the land the building was encroaching on and an additional 1 foot around the perimeter of the building thereby not meeting setbacks

The Resolution, Sale and Purchase Agreement, and Quit Claim Deed have been prepared for this sale and are attached for review.

PART III – SUGGESTED MOTION

"I move to approve Resolution 10-14-44."

Attachment A



**CITY OF CORDOVA, ALASKA
RESOLUTION 10-14-44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, AUTHORIZING THE CONVEYANCE TO RONALD AND ANNE
WINTERS OF 163 SQUARE FEET OF LOT 13, BLOCK 5 AND 32 SQUARE FEET OF
TRACT A, ODIK PARK SUBDIVISION**

WHEREAS, pursuant to CMC 5.22.030, the City of Cordova directly negotiated to sell 163 square feet of Lot 13, Block 5 and 32 square feet of Tract A both in Odiak Park Subdivision (the "Property"); and

WHEREAS, the purchase price is not less than fair market value of the Property; and

WHEREAS, selling the Property allows the future sale of the Winters' property; and

WHEREAS, the Council finds that selling the Property to Ronald and Anne Winters is in the best interest of the City; and

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

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, authorizes the conveyance to Ronald and Anne Winters of 163 square feet of Lot 13, Block 5 Odiak Park Subdivision and 32 square feet of Tract A Odiak Park Subdivision.

Section 1 The City Manager is authorized and directed to convey the Property to Ronald and Anne Winters in accordance with the terms in the Purchase and Sale Agreement. The form and content of the Purchase and Sale Agreement and Quitclaim Deed 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.

PASSED AND APPROVED THIS 15th DAY OF OCTOBER, 2014

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of XXXXXXXXXXXXXXXX (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 Ronald and Anne Winters ("Purchaser"), whose address is P. O. Box 1789, Cordova, Alaska 99574.

WHEREAS, Seller is the owner of real property located in the City of Cordova, Alaska, more particularly described as Lot 13, Block 5, Odiak Subdivision according to the plat number 79-5 and Tract A, Odiak Subdivision according to plat number 74-272 (collectively referred to as the "City Property"); and

WHEREAS, Purchaser owns real property adjacent to the City Property, and one structure on Purchaser's property encroaches on the City Property; and

WHEREAS, Purchaser desires to buy a portion of the City Property, specifically 163 square feet of Lot 13, Block 5, Odiak Subdivision and 32 square feet of Tract A, Odiak Subdivision, to rectify the building encroachment on the City Property; 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, a portion of City 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 163 square feet of Lot 13, Block 5 Odiak Subdivision and 32 square feet of Tract A, Odiak Subdivision located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described and diagramed 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. The Purchase Price. The purchase price for 163 square feet of Lot 13, Block 5 Odiak Subdivision is six hundred and forty five dollars and forty-eight cents (\$645.48) and the purchase price for 32 square feet of Tract A, Odiak Subdivision is one hundred and twenty six dollars and seventy cents (\$126.72). The total purchase price for the Property, which totals 195 square feet, is Seven hundred and seventy-two dollars and twenty cents (\$772.20) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 11 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 Two Hundred and Fifty Dollars (\$250.00) as an earnest money deposit (the "Deposit"), in escrow ("Opening of Escrow") with Fidelity Title Agency of Alaska LLC. ("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(a) above shall be paid to Seller in immediately available funds at the Closing.

3. Title.

(a) Purchaser may order from Fidelity Title Agency of Alaska LLC ("Title Company"), 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. If Purchaser obtains a Commitment, it must be provided to Seller.

(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 the 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.

4. 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.

5. 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.

6. 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 3, Section 14 or Section 15 of this Agreement within the time periods described in those 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 5, as of the Closing.

(4) Purchaser shall have delivered to Escrow Agent the items described in Section 9.

(5) Purchaser shall have submitted all required and necessary material, including fees, to the City of Cordova Planning Department requesting to replat Lot 12, Block 5 and Lot 13 Block 5, Plat 79-5 and Tract A plat number 74-272 Odiak Subdivision, as required by Section 13.

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

The conditions set forth in this Section 6 (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 3, 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 4 or the covenants as set forth in Section 7, as of the Closing.

(4) Seller shall have delivered the items described in Section 8.

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

The conditions set forth in this Section 6(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.

7. 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. 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 B, 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.

9. 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 10 and Section 12, in immediately available funds.

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

10. 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 10 shall survive the Closing.

11. 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).

12. Closing Costs. Purchaser shall pay the fee for recording the Deed, the premium for any Title Policy obtained, and 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.

13. Replat. Closing is contingent on Purchaser submitting all required and necessary material, including fees, to the City of Cordova Planning Department requesting to replat Lot 12 and Lot 13, Block 5, Plat 79-5, Odiak Subdivision.

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 8. Purchaser shall make his deliveries into escrow in accordance with Section 9. 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 8 and 9; 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 9 and Section 11, 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 4; 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: Ronald and Anne Winters
P. O. Box 1789
Cordova, Alaska 99574

Escrow Agent: Fidelity Title Agency of Alaska LLC
Attn: DJ Webb
3150 C Street, Suite 220
Anchorage, Alaska 99503

Title Company: Fidelity Title Agency of Alaska LLC
Attn: Howard Hancock
3150 C Street, Suite 220
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: _____
Randy Robertson, City Manager

PURCHASER:

By: _____
Anne Winters

By: _____
Ronald Winters

DRAFT

EXHIBIT A

Description and Diagram of the Property

Exhibit A

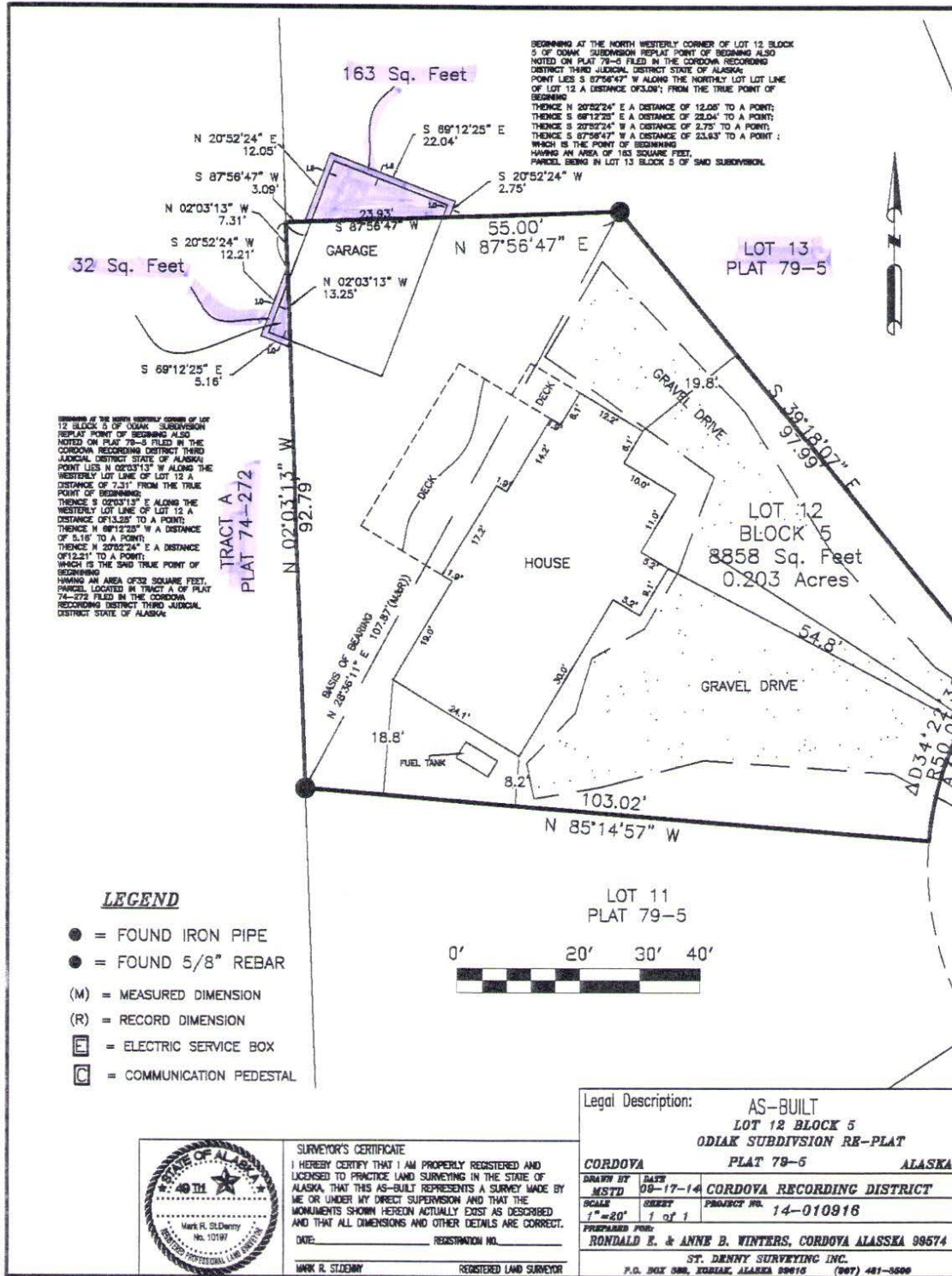


Exhibit B

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording return to:

Lori Haacke
Birch Horton Bittner & Cherot
1127 West 7th 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 are hereby acknowledged, conveys and quitclaims to ANNE and RONALD WINTERS, whose address is P.O. Box 1502, Cordova, Alaska 99574, all interest which Grantor has, if any, in the following described real property:

BEGINNING AT THE NORTH WESTERLY CORNER OF LOT 12 BLOCK 5 OF ODIK SUBDIVISION REPLAT POINT OF BEGINING ALSO NOTED ON PLAT 79-5 FILED IN THE CORDOVA RECORDING DISTRICT THIRD JUDICIAL DISTRICT STATE OF ALASKA; POINT LIES S 87°56'47" W ALONG THE NORTHLY LOT LOT LINE OF LOT 12 A DISTANCE OF 3.09';

FROM THE TRUE POINT OF BEGINNING THENCE N 20°52'24" E A DISTANCE OF 12.05' TO A POINT; THENCE S 69°12'25" E A DISTANCE OF 22.04' TO A POINT; THENCE S 20°52'24" W A DISTANCE OF 2.75' TO A POINT; THENCE S 87°56'47" W A DISTANCE OF 23.93' TO A POINT ;

WHICH IS THE POINT OF BEGINNING HAVING AN AREA OF 163 SQUARE FEET, PARCEL BEING IN LOT 13 BLOCK 5 OF SAID SUBDIVISION.

DATED this _____ day of October, 2014.

GRANTOR:

CITY OF CORDOVA

By: _____
Randy Robertson, City Manager

STATE OF ALASKA)

) ss:

THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of October, 2014, by Randy Robertson, 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:_____

Exhibit B

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording return to:

Lori Haacke
Birch Horton Bittner & Cherot
1127 West 7th Avenue
Anchorage, AK 99501

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BEGINNING AT THE NORTH WESTERLY CORNER OF LOT 12 BLOCK 5 OF ODIK SUBDIVISION REPLAT POINT OF BEGINING ALSO NOTED ON PLAT 79-5 FILED IN THE CORDOVA RECORDING DISTRICT THIRD JUDICIAL DISTRICT STATE OF ALASKA; POINT LIES N 02°03'13" W ALONG THE WESTERLY LOT LINE OF LOT 12 A DISTANCE OF 7.31' FROM THE TRUE POINT OF BEGINNING; THENCE S 02°03'13" E ALONG THE WESTERLY LOT LINE OF LOT 12 A DISTANCE OF 13.25' TO A POINT; THENCE N 69°12'25" W A DISTANCE OF 5.16' TO A POINT; THENCE N 20°52'24" E A DISTANCE OF 12.21' TO A POINT; WHICH IS THE SAID TRUE POINT OF BEGINNING HAVING AN AREA OF 32 SQUARE FEET, PARCEL LOCATED IN TRACT A OF PLAT 74-272 FILED IN THE CORDOVA RECORDING DISTRICT THIRD JUDICIAL DISTRICT STATE OF ALASKA;

DATED this _____ day of October, 2014.

GRANTOR:

CITY OF CORDOVA

By: _____
Randy Robertson, City Manager

The foregoing instrument was acknowledged before me this ____ day of October, 2014, by Randy Robertson, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

My commission expires:_____

I, Hayley Hoover ...
do solemnly swear (or affirm) ...
that I will support and defend the Constitution of the United
States ...
and the Constitution of the State of Alaska, ...
and that I will honestly, faithfully and impartially ...
discharge my duties as City Council Member, Seat E ...
to the best of my ability ...

<p style="text-align: center;">Oath of Office City of Cordova, Alaska</p> <p>I,do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of Alaska, and that I will honestly, faithfully and impartially discharge my duties as to the best of my ability.</p> <p>..... Signature</p> <p>Subscribed and sworn to before me this.....day of.....</p> <p style="text-align: right;">Title</p>
--

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF CORDOVA
AND
THE CORDOVA CHAMBER OF COMMERCE

The Cordova Chamber of Commerce, hereinafter referred to as the Chamber, and the City of Cordova, hereinafter referred to as the City, enter into a cooperative agreement to promote and manage meetings, events and conferences to provide for a successful implementation of the conference venue at the Cordova Center.

The City, as owner and facility manager, maintains the Cordova Center in which conferences are held; and provides staff and funds for the management and services related to meeting/conference functions within this building.

The Chamber's purpose and objective is the promotion, development and encouragement of trade, commerce, civil and social welfare of Cordova. As such the Chamber conducts marketing activities and facilitates delivery of local services to this end.

It is mutually beneficial for the City and the Chamber to work cooperatively to assure the success and economic viability of the conference venue at the Cordova Center.

The parties therefore agree as follows:

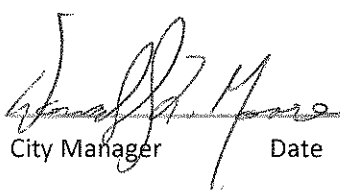
- I. The Chamber shall undertake the following marketing strategies including:
 - Develop and produce brochures and informational materials;
 - Identify and cultivate niche small meeting and conference markets and opportunities;
 - Promote Cordova as a meeting destination to local and out of area conference organizers and attendees including promotion of facilities and local activities and attractions;
 - Work with Chamber membership to define ancillary services needed to support conferences; and strategies to support further development and successful delivery of these services such as lodging, transportation, food service, registration, in-meeting entertainment, recreational activity options, post-meeting tours, local outreach; and
 - Promote facility events and resources to the Cordova community at large.

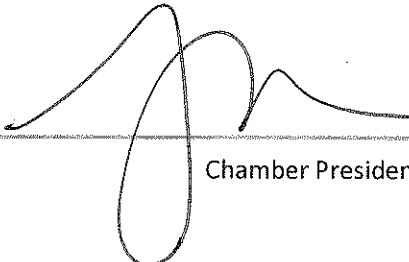
II. The City shall:

- Provide and maintain the conference venue at the Cordova Center;
- Provide and maintain appropriate facility liability insurance relative to non-city client events and conferences;
- Provide staff to coordinate, support and manage conference activities within the facility including an on-site facility use manager; functions including set up/take down, security and housekeeping; and providing equipment such as tables, chairs, linens, table settings, lighting and AV and first-aid kits;
- Establish and maintain performance and eligibility standards for businesses seeking to provide services within the facility;
- As the responsible party for booking conference events, maintain and make accessible on-line at all times to the Chamber the schedule of facility reservations including the use of all meeting rooms, the theatre, associated areas and equipment.

The parties mutually agree that:

- Where donations and funds are solicited using the distinct name of either organization, the funds will be deployed for the particular purposes identified within the organization;
- The City and Chamber will jointly and severally establish a primary contact for support to clients of each individual conference event, including cell phone numbers. to ensure 24/7 access for problem solving;
- The City and the Chamber will work together to develop and train local meeting and event docents to provide services such as welcome kit assembly, conference registration and information, and general client assistance for the event;
- Following annual review by both parties, this agreement may be amended as necessary by mutual consent of both parties; and
- Either party may terminate this agreement by providing 180 days written notice. Unless terminated by written notice, this agreement will remain in force.

 31 May 13
City Manager Date

 5/31/13
Chamber President Date

To: Mayor and City Council
From: Randy Robertson, City Manager
Subject: Cordova Center “Options Log” / Dawson VE Document
Date: 08Oct14

The staff has reviewed the 12 September 2014 “Options Log” provided by Dawson, Inc. That document is a spin-off of several iterations of earlier possible “Value Engineering” options being explored by both the city’s contractor and architect. The earliest iteration, published in June just as the project was being rejuvenated, was approximately one half the size of the 12 September edition, with notional savings in the \$600-\$700k range. Both the June and September versions have been working documents, strictly designed to stimulate discussion between the owner, architect, contractors as to “what if” possibilities that might arise as the project moves forward.

On Friday, 19 September, the Cordova Center Committee met and a discussion ensued on potential changes and cost savings within the project. Three Council members were in attendance. The committee agreed to hold a public forum in late October which will provide the community a final opportunity to review the plans and provide input for change. The staff, contractor and architect will be prepared to answer questions and to discuss any proposed changes suggested by attendees.

Underlying the current review process is the fact that the existing plans and specifications are the product of months of discussions and debates involving citizens, local contractors, the Cordova Center Committee, and Council. The goal was to not only design and build an affordable, sustainable facility, but a legacy building serving Cordovans today and tomorrow. With that in mind, each proposed value engineered item will be reviewed through a lens of what the community’s original intent was. While the Cordova Center Committee and staff will judiciously guard the resources earmarked for the Center, at this early juncture in the project it appears untimely to extensively propose significant changes to some items. While there are instances where less expensive options may be available, they should be scrutinized within the framework and goals Cordovans agreed to within the design process.

Some items mentioned for review/reconsideration are as follows:

- 1- Oil boiler vs electric/ground source/air source/saltwater source boiler
- 2- Decrease wood flooring
- 3- Type of freezer/refrigerator
- 4- Plywood under sheetrock at museum walls
- 5- other

The recommended date for the Design Review Forum is 7pm on either October 28, 29, or 30.

Thank you.

++++
Hi, Susan:

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

Some items:

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

Thanks,

--Torie

Alaska Sea Grant Marine Advisory Program University of Alaska Fairbanks Cordova

907 424 7542

www.marineadvisory.org

Mayor Kasch,

It is my intention with this letter to signal my interest in being appointed to the City of Cordova Fisheries Advisory Committee. As a member of a fishing family and a lifelong Cordovan, I believe I have the skills and the heart necessary to be a community advocate and serve on this board.

I believe I would bring strength and perspective to the board as a female fisherman, as a mother of young children, and as a local small business owner. I have the ability to think creatively to solve problems, and to work with others in a group setting. The unique perspective that I offer as a mother is one of my best assets for this committee, as I'm able to see first-hand the issues that are facing families trying to settle in Cordova long-term, and fishing families in particular. Both of these forces have a huge impact on our community and its sustainability and growth in the future.

I have recently attended the Alaska Young Fisherman's Summit, and from there was inspired to get involved to ensure that our local and statewide fisheries remain sustainable, not only in an environmental and economic sense, but also at a social level to encourage and support family fishermen for future generations. As a community, we need more young fishermen involved on local boards and commissions, and to take leadership positions as a way to fight for our future and our children's future.

I hope you will consider appointing me to this board, as I believe I will be a valuable choice for Cordova. As a young mother, my goal is to raise my children in what I see as the best place in the world, and to help shape our community in a positive way.

Thank you so much for your time and consideration.

Sincerely,

A handwritten signature in blue ink that reads "Chelsea Haisman". The signature is fluid and cursive, with the first name "Chelsea" being more prominent than the last name "Haisman".

Chelsea Haisman

Haisman Photography, F/V Isla Kay

Pending agenda:

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

HSB Quarterly regular meetings **Oct 15, 2014; Jan 7, 2015; Apr 1, 2015; July 1, 2015**

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

Committees:

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

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

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

Calendars:

3 months of calendars are attached hereto

October 2014; November 2014; December 2014

October 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library			1 6:45 pub hrg LMR 7:00 reg mtg LMR	2	3	4
5	6	7	8 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	9	10	11
12	13 Noon Sch Bd Wksn for FY16 budget— district conference room	14 6:30 P&Z LMR Rescheduled to 10-28	15 5:30 HSB LMR 6:45 pub hrg LMR 7:00 reg mtg LMR	16	17 Alaska Day City Hall Offices Closed	18
19	20 Absentee voting at City Hall	21 _____	22 Absentee voting at City Hall	23 _____	24 Absentee voting at City Hall	25
26	27 _____	28 6:30 P&Z LMR Absentee voting at City Hall	29 _____	30 Absentee voting at City Hall	31 Happy Halloween— on a Friday, WooHoo! _____	Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library

November 2014

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

December 2014

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

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

MAYOR AND CITY COUNCIL - ELECTED

seat/length of term	email	Date Elected	Term Expires
Mayor: 3 years	James Kacsh Mayor@cityofcordova.net	March 5, 2013	March-16
Council members:			
Seat A: 3 years	Kristin Carpenter CouncilSeatA@cityofcordova.net	March 5, 2013	March-16
Seat B: 3 years	Timothy Joyce CouncilSeatB@cityofcordova.net	March 4, 2014 March 14, 2013 August 2, 2012	March-17 filled vacancy appt to A
Seat C: 3 years	Tom Bailer CouncilSeatC@cityofcordova.net	March 4, 2014	March-17
Seat D: 3 years	Bret Bradford CouncilSeatD@cityofcordova.net	March 6, 2012 March 3, 2009	March-15
Seat E: 3 years	Hayley Hoover CouncilSeatE@cityofcordova.net	October 1, 2014	March-15 filled vacancy elcted by cncl
Seat F: 3 years	David Reggiani, Vice Mayor CouncilSeatF@cityofcordova.net	March 5, 2013 March 2, 2010 March 3, 2009	March-16 1 yr trm
Seat G: 3 years	James Burton CouncilSeatG@cityofcordova.net	March 5, 2013	March-16

SCHOOL BOARD - ELECTED

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

LIBRARY BOARD - APPOINTED

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

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

length of term		Date Appointed	Term Expires
3 years	Kristin Carpenter, President		with Council office
3 years	Tom Bailer		with Council office
3 years	Tim Joyce		with Council office
3 years	James Burton		with Council office
3 years	Bret Bradford		with Council office
3 years	Hayley Hoover		with Council office
3 years	David Reggiani		with Council office

PLANNING AND ZONING COMMISSION - APPOINTED

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

HARBOR COMMISSION - APPOINTED

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

PARKS AND RECREATION COMMISSION - APPOINTED

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