

Mayor

James Kacsh

Council Members

Kristin Carpenter

Tim Joyce

David Allison

Bret Bradford

EJ Cheshier

David Reggiani

James Burton

City Manager

Randy Robertson

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

Sarah Hoepfner

Gabrielle Brown

**REGULAR COUNCIL MEETING
OCTOBER 16, 2013 @ 7:30 PM
LIBRARY MEETING ROOM**

AGENDA



A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Cordova Webelo Scouts to present the colors and lead the audience in the 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, David Allison, Bret Bradford, EJ Cheshier, 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 - none
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions (Harbor, HSB, Parks & Rec, P&Z, School Board)

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

4. Ordinance 1112..... (page 1)

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance of Lot One (1), Block One (1), Cordova Industrial Park to Ocean Beauty Seafoods, LLC – 1st reading

5. Resolution 10-13-56..... (page 35)

A resolution of the City Council of the City of Cordova, Alaska supporting a Prince William Sound regional mutual aid agreement for emergency management

6. Resolution 10-13-57..... (page 37)

A resolution of the City Council of the City of Cordova, Alaska approving a site plan for Thai Vu & Camtu Ho for construction of an addition to their current building that would include an enclosed building addition of 25 x 60 feet and a covered back loading dock area that is 25 x 30 feet on Lot 7 South Fill Development Park

7. Resolution 10-13-58..... (page 42)

A resolution of the City Council of the City of Cordova, Alaska to honor the late Carl Brady, US Army aviator/instructor and first to bring helicopters to Alaska in 1948, by naming a 12,250' peak in Prince William Sound as Mt. Carl Brady

8. Resolution 10-13-59..... (page 44)

A resolution of the City Council of the City of Cordova, Alaska stating support for an application to the State's recreation trails grant program for funds to restore the Eyak Mountain Trail

9. Accepting P&Z Resolution 13-10..... (page 46)

H. APPROVAL OF MINUTES

10. Special Meeting Minutes 06-26-13..... (page 48)

11. Regular Meeting Minutes 10-02-13..... (page 51)

I. CONSIDERATION OF BIDS

12. Contract for legal service (voice vote)(page 55)

J. REPORTS OF OFFICERS

13. Mayor's Report

14. Manager's Report

- Legislative Lobbyist Report – *John Bitney*..... **(page 65)**
including discussion of strategy for next legislative session
- Staff Reports – 3rd Quarter 2013
 - a. Museum Director, *Cathy Sherman*..... **(page 67)**
 - b. Information Services Director, *Laura Cloward*..... **(page 69)**
 - c. Library Director, *Miriam Dunbar*..... **(page 71)**
 - d. Planning Department, *Samantha Greenwood*..... **(page 73)**
 - e. Chief of Police, *George Wintle*..... **(page 74)**
 - f. Public Works Director, *Moe Zamarron*..... **(page 77)**

15. City Clerk's Report

16. Student Council Representative Report

K. CORRESPONDENCE

17. Full Value Determination letter from the Office of the State Assessor 10-01-13..... (page 84)

L. ORDINANCES AND RESOLUTIONS - None

M. UNFINISHED BUSINESS

18. Cordova Center Committee appointments by Mayor..... (voice vote)(page 85)

19. Summary of South Fill Community Meetings (informational)..... (page 86)

N. NEW & MISCELLANEOUS BUSINESS

20. Pending Agenda and Calendar..... (page 87)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

21. Council Comments

Q. EXECUTIVE SESSION

22. Cordova Center finances – attorney update

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
Thru: Samantha Greenwood, City Planner
Date: October 8, 2013
Re: Land Disposal

PART I. GENERAL INFORMATION:

The timeline of the disposal of the Lot 1, Block 1 Cordova Industrial Park

1. 07/09/2013 – P&Z Meeting: Planning and Zoning passed Resolution 13-06 recommending that Lot 1, Block 1, Cordova Industrial Park be listed as available.
2. 07/09/2013 – P&Z Meeting: Planning and Zoning made a recommendation to city council to dispose of Lot 1, Block 1 Cordova Industrial Park by method 4-proposals.
3. 07/17/2013 – City Council: City Council accepted Planning and Zoning Resolution 13-06 recommending Lot 1, Block 1, Cordova Industrial Park be listed as available.
4. 07/17/2013 – City Council: voted to sell the lot by proposal.
5. 08/26/2013 – 30 day period proposal period ended
6. 09/10/2013 – Planning and zoning reviewed proposals
7. 09/18/2013 – City Council awarded disposal of Lot 1 Block 1 CIP to Ocean Beauty

The Ordinance, Sale and Purchase Agreement, Performance Deed of Trust and Quit Claim Deed have been prepared for this sale and are attached for review.

PART II. RECOMMENDED CITY COUNCIL MOTION:

Motion for Approval:

"I move to adopt Ordinance 1112."

**CITY OF CORDOVA, ALASKA
ORDINANCE 1112**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CONVEYANCE OF LOT ONE (1), BLOCK ONE (1), CORDOVA
INDUSTRIAL PARK TO OCEAN BEAUTY SEAFOODS, LLC**

WHEREAS, pursuant to CMC 5.22.030, the City of Cordova solicited proposals for the purchase of Lot One (1), Block One (1), Cordova Industrial Park (the "Property"); and

WHEREAS, the Council finds that the proposal submitted by Ocean Beauty Seafoods, LLC is the best proposal for the purchase of the Property; and

WHEREAS, the purchase price proposed by Ocean Beauty Seafoods, LLC is not less than appraised fair market value of the Property; and

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

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

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

Section 1: The City Manager is authorized and directed to convey the Property to Ocean Beauty Seafoods, LLC in accordance with the terms in the Purchase and Sale Agreement. The form and content of the Purchase and Sale Agreement, Quitclaim Deed and Performance Deed of Trust now before this meeting hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver such documents on behalf of the City, in substantially the form and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said documents now before this meeting, and from and after the execution and delivery of said documents, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the documents as executed.

Section 2: The disposal of the Property authorized by this ordinance is subject to the requirements of City Charter Section 5-17, therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or

insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

1st reading: October 16, 2013

2nd reading and Public Hearing: November 6, 2013

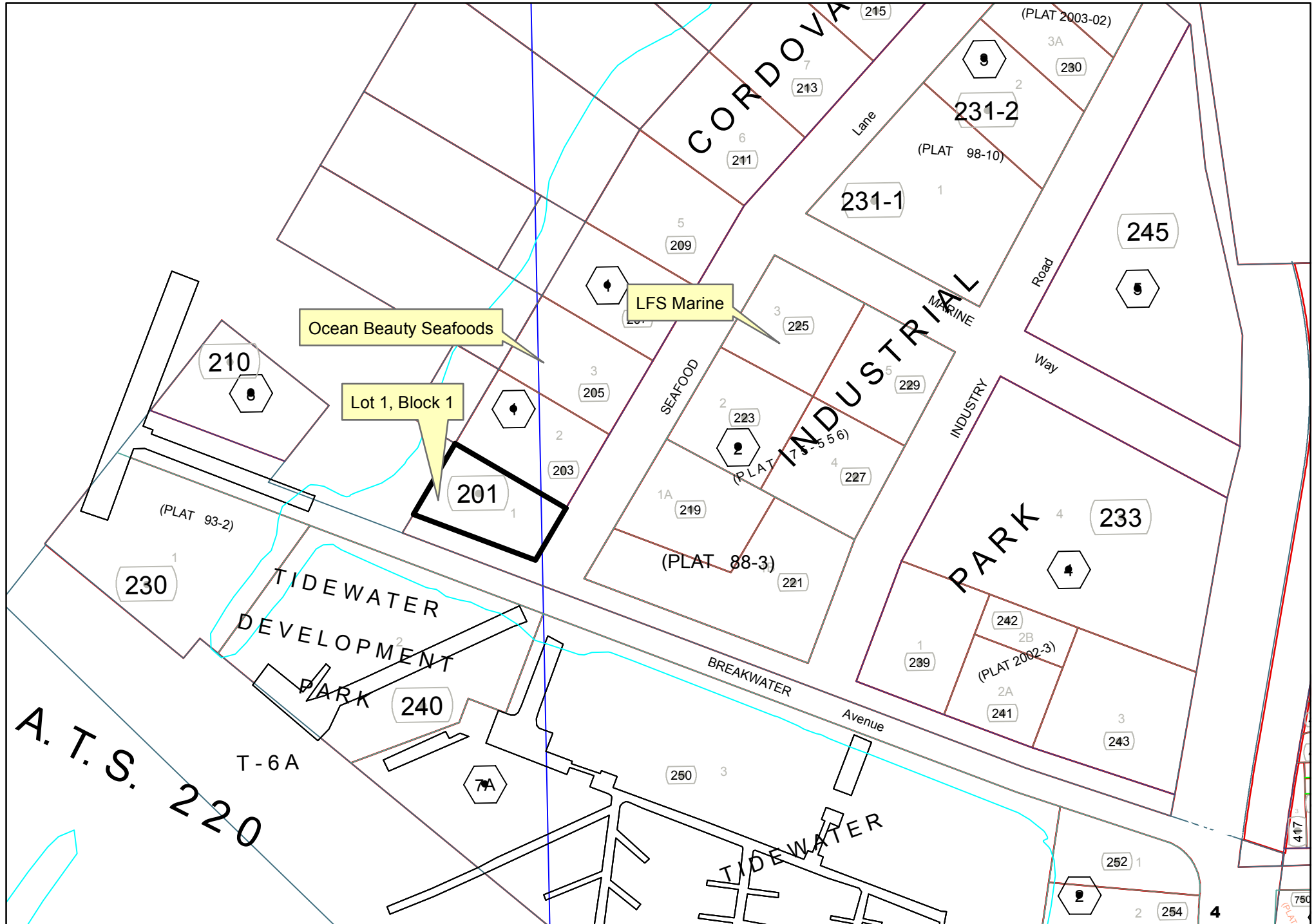
PASSED AND APPROVED THIS 6th DAY OF NOVEMBER, 2013

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Lot 1, Block 1 Cordova Industrial Park



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of XXXXXXXXXXXXX (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 OCEAN BEAUTY SEAFOODS LLC, an Alaska limited liability company ("Purchaser"), whose address is 1100 W. Ewing Street, Seattle, WA 98119.

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

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

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

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

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

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

2. The Purchase Price. The purchase price for the Property is one hundred and seventy-five thousand dollars and no cents (\$175,000) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 13 below) as follows:

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

(a) 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.

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

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

4. Purchaser Contingency. The obligations of Purchaser under this Agreement are contingent upon Purchaser having determined in its sole and absolute judgment on or before the Contingency Date (as hereinafter defined) that it is satisfied with (i) the physical and environmental conditions of the Property; and (ii) the results of its environmental inspection of the Property, and any state of facts or circumstances pertaining to the Property (the "Purchaser Contingency").

(a) Seller, without charge to Purchaser, shall allow Purchaser and Purchaser's agents, access to the Property for the purpose of Purchaser's investigation and testing, subject to the conditions set forth herein. Purchaser may conduct, environmental testing and an environmental site assessment of the Property at its sole expense. Purchaser shall pay all costs and expenses of Purchaser's investigation and testing and shall indemnify and hold Seller and the Property harmless from all costs and liabilities relating to Purchaser's activities. Purchaser shall repair and restore any damage to the Property caused by or occurring during Purchaser's testing and return the Property to substantially the same condition as existed prior to such entry.

(b) The "Contingency Date" shall be that date which is sixty (60) days after the Effective Date. If the Contingency Date falls on a Saturday, Sunday or federal holiday, then the Contingency Date shall be extended to the next business day.

(c) If Purchaser notifies Seller in writing on or before the Contingency Date that the Purchaser Contingency has not been satisfied (the "Termination Notice"), then this Agreement shall be automatically terminated without any further action by either party. Upon such termination, the Deposit shall be returned to Purchaser and upon such return, neither party will have any further rights or obligations under this Agreement or with respect to the Property. If Purchaser does not deliver the Termination Notice to Seller on or before the Contingency Date as provided herein, then the parties shall proceed to Closing as contemplated by this Agreement.

5. Title.

(a) Seller shall order from First American Title., ("Title Company"), and shall deliver to Purchaser within ten (10) days following the Opening of Escrow, a preliminary title report pertaining to the Property (the "Commitment"), together with

legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

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

6. 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.

7. 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.

8. Conditions Precedent to Closing.

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

(1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 5, Section 15 or Section 16 of this Agreement within the time periods described in said Sections.

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

(3) There shall be no uncured breach of any of Purchaser's representations or warranties set forth in Section 7, as of the Closing.

(4) Purchaser shall have delivered to Escrow Agent the items described in Section 11.

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

The conditions set forth in this Section 8(a) are solely for the benefit of Seller and may be waived only by Seller and only in writing. Seller shall, at all times have the right to waive any of these conditions.

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

(1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 5, Section 15 or Section 16 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 6 or the covenants as set forth in Section 7, as of the Closing.

(4) Seller shall have delivered the items described in Section 10.

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

The conditions set forth in this Section 8(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.

9. 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 9.

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

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

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

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

11. 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 12 and Section 14, in immediately available funds.

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

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

12. 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 that 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 12 shall survive the Closing.

13. Closing. The purchase and sale contemplated herein shall close on or before fifteen (15) days after expiration of the Purchaser Contingency set forth in Section 4; but in no event later than seventy five (75) 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 19(m).

14. Closing Costs. Purchaser shall pay the fee for recording the Deed, the premium for the Title Policy, and for all fees and costs Seller incurred to third-parties in

the transaction, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees. Purchaser shall bear the expense of its 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.

15. 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 15, "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.

16. 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.

17. 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 10. Purchaser shall make his deliveries into escrow in accordance with Section 11. 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 10 and 11; 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 12 and Section 14, 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.

18. 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 6; 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.

19. 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:	Ocean Beauty Seafoods LLC 1100 W. Ewing Street Seattle, WA 98119
Escrow Agent:	First American Title 3035 C Street, Anchorage, Alaska 99503
Title Company:	First American Title 3035 C Street, 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

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, 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: _____

PURCHASER:

OCEAN BEAUTY SEAFOODS LLC

By: _____
Tony Ross, Chief Financial Officer

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____ 2013, by Tony Ross, Chief Financial Officer of OCEAN BEAUTY SEAFOODS LLC, an Alaska limited liability company, on behalf of the company.

Notary Public in and for Alaska
My commission expires: _____

EXHIBIT A

Legal Description of the Property

Lot 1, Block 1, Cordova Industrial Park, according to the official map and plat thereof, Plat No. 65-304, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

EXHIBIT B
Property Development Plan

EXHIBIT C
Quitclaim Deed

EXHIBIT D
Performance Deed of Trust

SEALED PROPOSAL FORM

All proposals must be submitted by August 26, 2013 @ 5 PM in a sealed envelope.

Property: Lot 1, Block 1, located in the Cordova Industrial Park. (Does not include Tidelands)
See attached map.

Name of Proposer MARK PALMER
Name of Business Ocean Beauty Seafoods
Address Ocean Beauty Seafoods Phone # (206) 281-5891
PO BOX 70739
Seattle, WA 98127

Note: All submitted proposals for this property will be reviewed by the Planning & Zoning Commission using the attached criteria. The Planning and Zoning Commission will then recommend a proposal to City Council for final review and acceptance.

The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept any proposal deemed most advantageous to the City of Cordova.

The chosen proposal will be required to provide a site plan and architectural plan to Planning and Zoning for review per City of Cordova Municipal Code section 18.39.130 - Site Plan and Architectural review. This process shall be completed prior to a Building Permit being issued.

The minimum price that will be accepted for Lot 1, Block 1; Cordova Industrial Park is \$145,200. Fair Market Value for this property is based on the appraised value set by the City. If the successful proposal amount is greater than the minimum price, that shall be the amount paid for the property.

All Organizations that submit proposals, including non-profits with proposals of less than Fair Market Value, will be required to meet the appropriate criteria within Cordova Municipal Code Section 5.22. A link to the City code is available at www.cityofcordova.net.

Proposed Price \$ 175,000

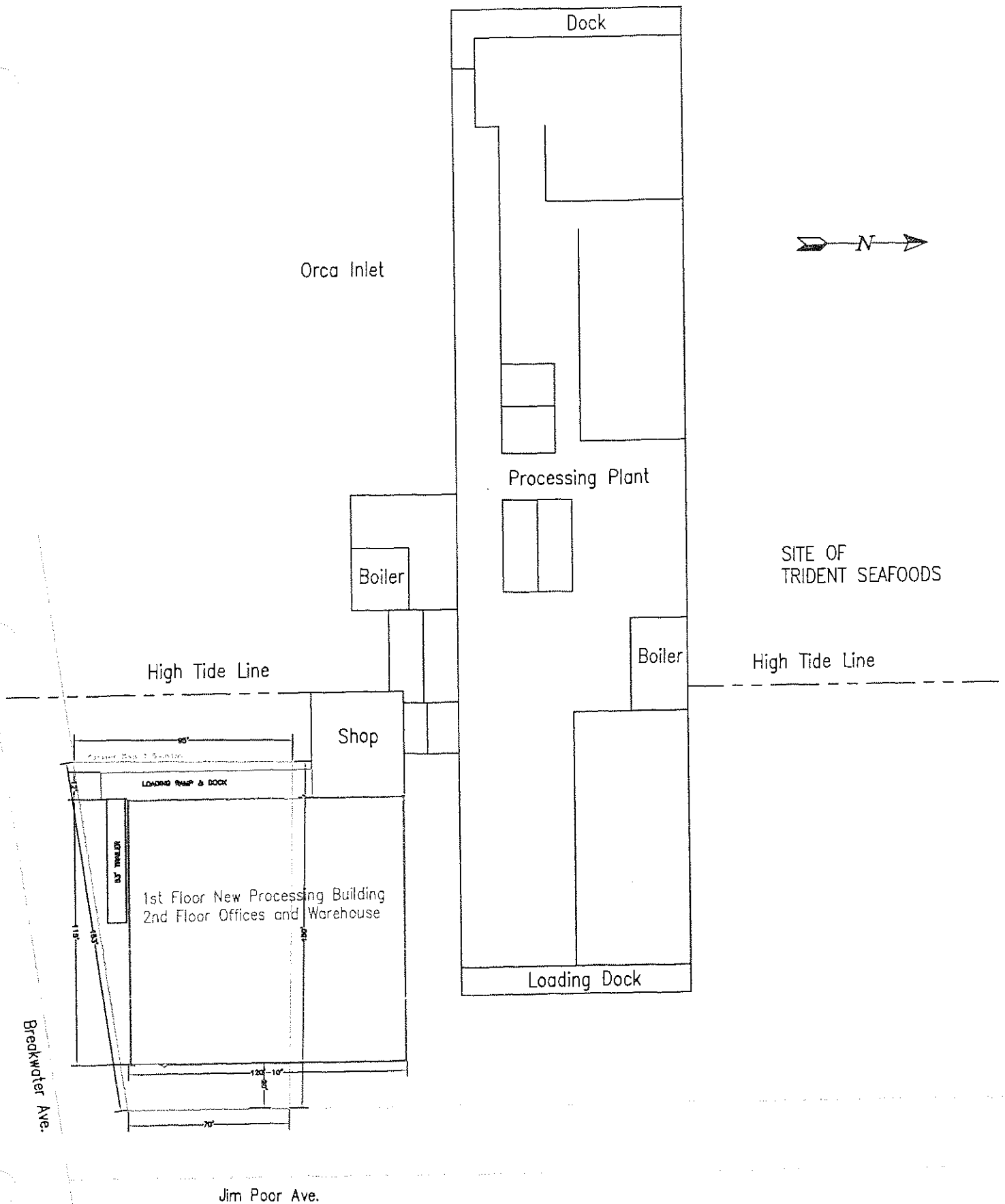
The applicant shall be responsible for all fees and costs the City incurred to third-parties in the transaction, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per City of Cordova Municipal Code section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



1. Ocean Beauty Seafoods will utilize the available property to expand our existing adjacent seafood processing plant. The additional square footage is imperative to the expansion of our processing capability. We will utilize the space to build a two story building consisting of offices, a tunnel freezer, a heading and gutting line and/or to possibly accommodate auxiliary functions to support probable expansion of capacity to the existing buildings.
2. Conceptually, we will build a 12,000 sq. ft. building, but we are still determining the exact size and configuration of our plans.
3. For a sketch, please see attached document.
4. Our intention is to expand the Ocean Beauty plant and supplement existing capacity by an estimated 40% for the 2014 season and eventually by an additional 20-25%. This expansion will allow us to hire an additional 40-50 employees, purchase more fish, and thus greatly increase the fish taxes we pay, currently estimated at \$800,000 for 2013. Currently, during years with large salmon runs, significant opportunity is lost for additional fish (and fish tax income) coming to Cordova due to production limitations. Increasing capacity will alleviate these issues by allowing us to lift fishing limits placed on fishermen and process more salmon in Cordova. Sales tax revenue will also increase because the additional employees will be making retail purchases locally. Additionally, our hopes are that the new space will allow us to eventually reconfigure the current tractor trailer parking spaces to provide room for 53 ft. trucks creating a safety buffer that does not exist today.
5. The value of the proposed improvements ranges from \$2.5 million-\$10 million.
6. We plan to begin construction in 2014 and complete building for the 2015 season. Additional curb appeal and architectural design enhancements are set to be completed by 2016.

Please note, this sketch is a conceptual image of Ocean Beauty's plans.

Exact architecture will be determined after final approval.



CORDOVA RECORDING DISTRICT

Exhibit C

Recording requested by and
after recording return to:

Thomas F. Klinkner
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 OCEAN BEAUTY SEAFOODS LLC, whose address is 1100 W. Ewing Street, Seattle, WA 98119, all interest which Grantor has, if any, in the following described real property:

Lot 1, Block 1, Cordova Industrial Park, according to Plat No. 65-304, filed in the Cordova Recording District, Third Judicial District, State of Alaska.

DATED this _____ day of November, 2013.

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 February, 2013, by Donald L. Moore, Interim 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 D
Form of Performance Deed of Trust

CORDOVA RECORDING DISTRICT

**Recording requested by and
after recording, return to:**

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

PERFORMANCE DEED OF TRUST

This PERFORMANCE DEED OF TRUST (this "Deed of Trust") is made this _____ day of XXXXX (the "Effective Date"), by Ocean Beauty (the "Trustors"), whose address is 1100 W. Ewing Street, Seattle, WA 98119, to FIRST AMERICAN TITLE (the "Trustee"), whose address is 3035 C Street, Anchorage, Alaska 99503, for the benefit of the CITY OF CORDOVA (the "Beneficiary"), whose address is P. O. Box 1210, Cordova, Alaska 99574.

1. GRANT. In consideration for the acceptance by Trustee of the trust hereunder, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the obligations of Trustors described herein, Trustors hereby grant, bargain, sell and convey to Trustee, in trust, with the power of sale, all of Trustors' estate, right, title, and interest in and to the following property:

Lot 1, Block 1, Cordova Industrial Park, according to the official map and plat thereof, Plat No. 65-304, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska

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

2. COMMENCEMENT AND SUBSTANTIAL COMPLETION OF CONSTRUCTION; OPERATIONAL OBLIGATIONS. On or before the date three (3) years after the Effective Date, Trustors shall substantially complete construction a commercial building and any and all appurtenances and accessions thereto as required in the plan referenced in the Purchase and Sale Agreement for this Property (the "Project"). For purposes of this Section 2 and Section 7.2 hereof, the term "substantially complete" shall mean the stage of progress of construction when the Project, including without limitation its structure, façade and windows, roof, heating, plumbing and lighting,

are sufficiently complete so that the Trustors can occupy and use the Project for its intended purposes.

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

4. WARRANTIES AND COVENANTS OF TRUSTORS. Trustors warrant, covenant and agree as follows:

4.1 Warranties

4.1.1 Trustors have full power and authority to grant the Property to Trustee.

4.1.2 Trustors have undertaken their obligation under this Deed of Trust primarily for commercial, industrial or business purposes, and not primarily for personal, family or household purposes.

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

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

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

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

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

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

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

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

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

6. REMEDIES UPON DEFAULT.

6.1 Foreclosure of Deed of Trust. Upon the occurrence of any event of default under this Deed of Trust, all sums secured hereby shall become immediately due and payable, without notice or demand at the option of Beneficiary, and Beneficiary may cause the Property may to be sold by foreclosing this Deed of Trust in any manner then permitted by law. Trustee may act as agent for Beneficiary in conducting any such sale.

6.2 Liquidated Damages. Trustors agree that Beneficiary has sold the Property to Trustors for one hundred and seventy five thousand dollars and no cent (\$175,000.00), and that part of the consideration for the sale was Trustors' completion of the Project, which benefits the public interest, including without limitation the economy of the City of Cordova. The parties understand the impracticality and difficulty of fixing Beneficiary's actual damages in the event of Trustors' default, and the parties therefore agree that Thirty five Thousand dollars and no cents (\$35,000.00) represents a reasonable estimate of the actual damages that Beneficiary would incur. This amount shall be the amount stated in any notice of default and sale that Trustee shall record as the amount due and owing to Beneficiary for Trustors' breach of their obligation under this Deed of Trust.

6.3 No Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare an event of default for failure to do so.

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

7. TRUSTEE.

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

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

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

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

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

Notice of the sale shall have been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustors, shall sell the Property at the time and place of sale specified in the notice, as provided by statute, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest

and best bidder for cash in lawful money of the United States, payable at the time of sale. Trustors agree that such a sale (or a sale pursuant to judicial foreclosure) of all the Property as real estate constitutes a commercially reasonable disposition thereof. Trustee may postpone the sale of all or any portion of the Property, and from time to time thereafter may postpone such sale, as provided by statute. Trustee shall deliver to the purchaser its deed and bill of sale conveying the Property so sold, but without any covenant or warranty, express or implied. The recital in such deed and bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee, including Trustors or Beneficiary, may purchase at such sale.

After deducting all of the costs, fees and expenses of Trustee and of this trust, including the cost of title search and title insurance and reasonable attorneys' fees in connection with the sale, Trustee shall apply the proceeds of sale to payment of all sums secured hereby in such order as Beneficiary may determine; and the remainder, if any, to the party or parties entitled thereto.

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

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

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

8. HAZARDOUS SUBSTANCES.

8.1 Covenants and Agreements. Trustors hereby covenant and agree as follows:

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

8.1.2 Trustors will at all times and in all respects use their best efforts to comply with all Environmental Laws. Trustors' duty of compliance with Environmental Laws includes without limitation the duty to undertake the following

specific actions: (1) Trustors will, at their own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (2) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, any and all Hazardous Substances to be treated and/or disposed by Trustors will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

8.1.3 At any time, and from time to time, if Trustee so requests, Trustors shall have any environmental review, audit, assessment and/or report relating to the Property theretofore provided by Trustors to Trustee updated, at the sole cost and expense of Trustors, by an independent environmental consultant selected by Trustors and not objected to by the Trustee in writing within 30 days after receipt of notification of Trustors' selection.

8.1.4 Trustors will, at their sole expense, take all actions as may be necessary or advisable for the clean-up of Hazardous Substances on or with respect to the Property, including without limitation all removal, containment and remedial actions in accordance with all applicable laws, and shall further pay or cause to be paid all clean-up, administrative and enforcement costs of governmental agencies with respect to Hazardous Substances on or with respect to the Property if obligated to do so by contract or by law. Trustors will immediately notify the Trustee should Trustors (1) become aware of any actual or potential liability with respect to Hazardous Substances stored, disposed or released in, on or about the Property, (2) receive any notice of, or become aware of, any actual or alleged violation with respect to the Property of any federal, state or local statute, ordinance rule, regulation or other law pertaining to Hazardous Substances, (3) receive any written request for information or for an inspection of the Property by any governmental authority with respect to any Hazardous Substances or Environmental Laws, or (4) become aware of any lien or action with respect to any of the foregoing. Trustee may require from Trustors assurances that Trustors is taking all actions as may be reasonably required for the clean-up of Hazardous Substances in or with respect to any of the Property; provided, that for all purposes under this Section, Trustors shall, upon the Trustee's request therefor, provide the Trustee with, and the Trustee shall be fully protected in relying upon, without further investigation or further duty to determine whether any removal, containment and/or remedial actions are satisfactory, either (A) the written approval of such actions by any independent environmental consultant selected by Trustors and not objected to in writing by Trustee or Beneficiary within 30 days after receipt of notification of Trustors's selection; or (B) written notice from Trustors that he is contesting in good faith any such requirement by appropriate legal proceedings.

8.2 Definitions. As used in this Section 8:

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

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

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

10. MISCELLANEOUS.

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

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

10.3 Beneficiary's Right to Perform Obligations of Trustors. If Trustors fail to perform the covenants and agreements contained or incorporated in this Deed of Trust, or if any action or proceeding is commenced which affects the Project or title thereto or the interest of Beneficiary therein (including without limitation any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding or eminent domain proceeding), then Beneficiary, at Beneficiary's option may make such appearance, disburse such sums, and take such action as Beneficiary deems necessary, in its sole discretion, to protect Beneficiary's interest, including without limitation (i) disbursement of attorneys' fees and expenses; (ii) entry upon the Property

to make repairs; and (iii) procurement of satisfactory insurance. Trustors shall reimburse Beneficiary for all reasonable costs incurred by Beneficiary in taking any said action, together with interest from the date of expenditure until repaid at two percent per annum over the rate of interest announced by the Trustee as its prime rate from time to time, but in any event, not greater than the maximum rate of interest permitted by Alaska law. Such sums shall become a part of the obligations of Trustors secured by this Deed of Trust and be payable by Trustors on demand. Trustors agrees that the amounts described in this section constitute necessary expenditures for the preservation of Beneficiary's security and, to the extent permitted by law, such amounts shall have a lien priority date as of the date of recording of this Deed of Trust.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Trustors have executed this Agreement as of the date first above written.

TRUSTORS:

By: _____
Tony Ross, Chief Financial Officer

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of ###, 2013, by Tony Ross, Chief Financial Officer.

Notary Public in and for Alaska
My commission expires: _____

**A MEMO FROM Joanie Behrends
Emergency Management Coordinator**

DATE: October 1, 2013

TO: Mayor and City Council

SUBJECT: Resolution 10-13-56

All communities are susceptible to disaster. We know disasters happen, even in Cordova.

In the event of a disaster or public health emergency, individual communities cannot always effectively act alone. In order to provide a collaborative, comprehensive system of planning and response, it is beneficial for communities to have partners and prearranged mutual aid agreements detailing how they can assist and support each other.

This resolution is a step in that direction. It supports the process of establishing a voluntary mutual aid agreement between the Prince William Sound communities of Cordova, Valdez, Whittier, Chenega Bay, Tatitlek, Yakutat, and Seward.

The agreement has been written. The invitation has been sent out to all the communities to come together and discuss/revise it. The objective is to facilitate RAPID, short term deployment of emergency support. If we methodically do this preparation ahead of time....rather than in the midst of a disaster...we will all mutually benefit.

Cordova can lead the way to mutual aid in the PWS, and encourage other communities to do the same, by passing this resolution.

Recommended motion: Move to approve Resolution 10-13-56

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-13-56**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA SUPPORTING A PRINCE WILLIAM SOUND REGIONAL MUTUAL
AID AGREEMENT FOR EMERGENCY MANAGEMENT**

WHEREAS, the State of Alaska Disaster Law (AS 26.20 Civil Defense Act and AS 26.23 Alaska Disaster Act) authorizes the Commonwealth and its political subdivisions to provide emergency aid and assistance in the event of a major disaster; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual aid in accordance with State of AK Statute 26.23 among political subdivisions, other authorized entities and officers within the Region.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Cordova shall have the authority to participate in the region wide Mutual Aid (RMA) Program in the event of emergency or disaster, which shall be in the nature of a compact and agreement among participating entities which have adopted similar executive orders, ordinances or resolutions. This region wide Mutual Aid program, which is completely voluntary at all times, may include requests for and provision of personnel, equipment, materials, and other forms of assistance, to include but is not limited to:

- Administrative and operational support
- Animals / veterinary services
- Aviation support
- Building inspectors, architects, and engineers
- Communications
- Debris removal
- Decontamination
- Disaster recovery / devolution management
- Emergency services (fire, law enforcement, and EMS)
- Logistical support
- Mass care
- Medical support / Blood / O2
- National Guard
- Public health
- Public works
- Security
- Transportation

or any combination of these forms of assistance, to any entity within the Region.

PASSED AND APPROVED THIS 16th DAY OF OCTOBER, 2013

James Kacsh, Mayor

Attest:

Susan Bourgeois, City Clerk

Memo

To: Cordova City Council
From: Planning Staff
Date: 10/9/2013
Re: Site Plan Review –Thai Vu & Camtu Ho

PART I. GENERAL INFORMATION

Requested Actions: Site Plan Review
Applicant: Thai Vu & Camtu Ho
Owners Name: Thai Vu & Camtu Ho
Address: 129 Harbor Loop Road
Parcel Number: 02-473-142
Zoning: Waterfront Commercial Park
Lot Area: 12,943 square feet

PART II. BACKGROUND

10/8/2013 P&Z reviewed and approved Thai Vu & Camtu Ho site plan

Thai Vu & Camtu Ho have submitted a site plan to construct an addition to their **current building** that would include an enclosed building addition of 25 X 60 feet and covered back loading dock area that is 25 X 30 feet. The enclosed area will provide additional space for the store and the fish transporting business. The open area will allow for covered unloading and loading of freight and storage. Planning and Zoning reviewed and approved the site plan at the October 8, 2013 meeting.

M/Srb, S/Baenen “I move that the Planning Commission recommend to City Council to approve the Site Plan Camtu’s Service Center for the construction of an enclosed building addition of 25 x 60 feet and a covered back loading dock that is 25 x 30 feet on Lot 7 Block 2 South Fill Development Park.”

Vote on motion: 4 yeas (Reggiani, McGann, Baenen, Srb), 1 nay (Pegau), 2 absent (Bailer, Greenwood). Motion passes.

PART III. STAFF RECOMMENDATION

Staff recommends that the City Council **APPROVE** the site plan presented by Thai Vu & Camtu Ho for the construction of an enclosed addition and a covered loading dock.

PART IV. SUGGESTED MOTION

“I move that the City Council approve Resolution 10-13-57”

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-13-57**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING A SITE PLAN FOR THAI VU & CAMTU HO FOR CONSTRUCTION OF
AN ADDITION TO THEIR CURRENT BUILDING THAT WOULD INCLUDE AN
ENCLOSED BUILDING ADDITION OF 25 X 60 FEET AND A COVERED BACK
LOADING DOCK AREA THAT IS 25 X 30 FEET ON LOT 7 SOUTH FILL
DEVELOPMENT PARK**

WHEREAS, Thai Vu & Camtu Ho have submitted a site plan proposal for placement of what would include an enclosed building addition of 25 X 60 feet and a covered back loading dock area that is 25 X 30 feet; and

WHEREAS, the Planning and Zoning Commission, at its meeting held on October 8, 2013, reviewed the site plan and found it to be consistent with current zoning laws; and

WHEREAS, the Planning and Zoning Commission approves the site plan review with these special conditions in place:

1. The Planning Department must be in receipt of a Site Plan approval from the Division of Fire and Life Safety prior to the issuance of a Building Permit; and

WHEREAS, the Planning and Zoning Commission recommends that the City Council approve the site plan and special conditions.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby approves the site plan for Thai Vu & Camtu Ho for construction of an addition to their current building that would include an enclosed building addition of 25 X 60 feet and a covered back loading dock area that is 25 X 30 feet on Lot 7 South Fill Development Park.

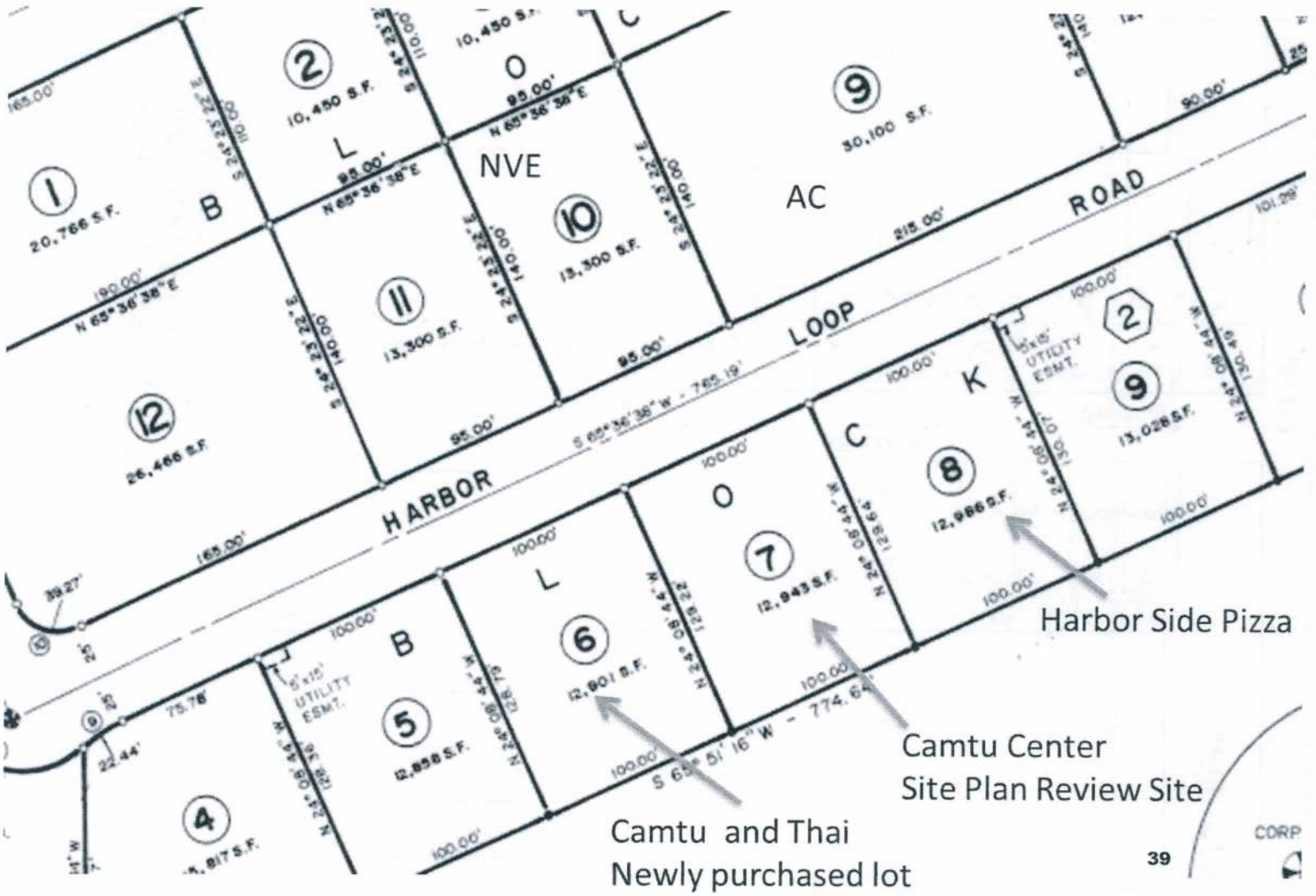
PASSED AND APPROVED THIS 16th DAY OF OCTOBER, 2013

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Site Plan Review Location Map



129'-2³/₈"

SCALE: 1/8" = 2.81'



SNOW DUMP

Proposed New
Camtu Restaurant

60'-0"

90'-0"

Lot 6, Blk 2 South Fill Dev Park

← Drainage

← Drainage

← Drainage

JOINT 10' EASEMENT BOTH PARCELS FOR 20' DRIVE WAY 90 deg ENTRANCE

← Drainage

← Drainage

← Drainage

Drive way entrance
90 deg, roadway

Warehouse Parking

25' x 30' UNLOAD
AREA WITH ROOF
AND OPEN SIDES

New Building Addition 25'X 60'
Same color as existing

Snow loading 150lbs/sqft
Wind load 100mile/hour
Total Build area 1,800sqft.

90'-0"

60'-0"

25'

SNOW DUMP

Current Camtu Market

15"

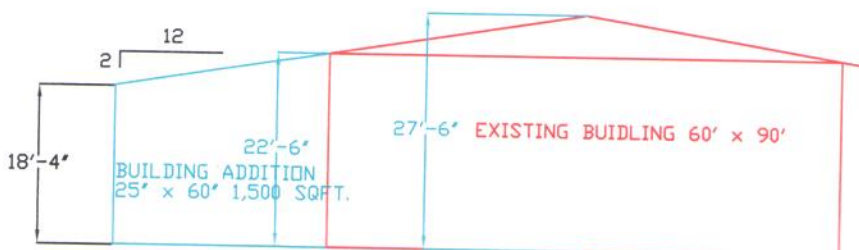
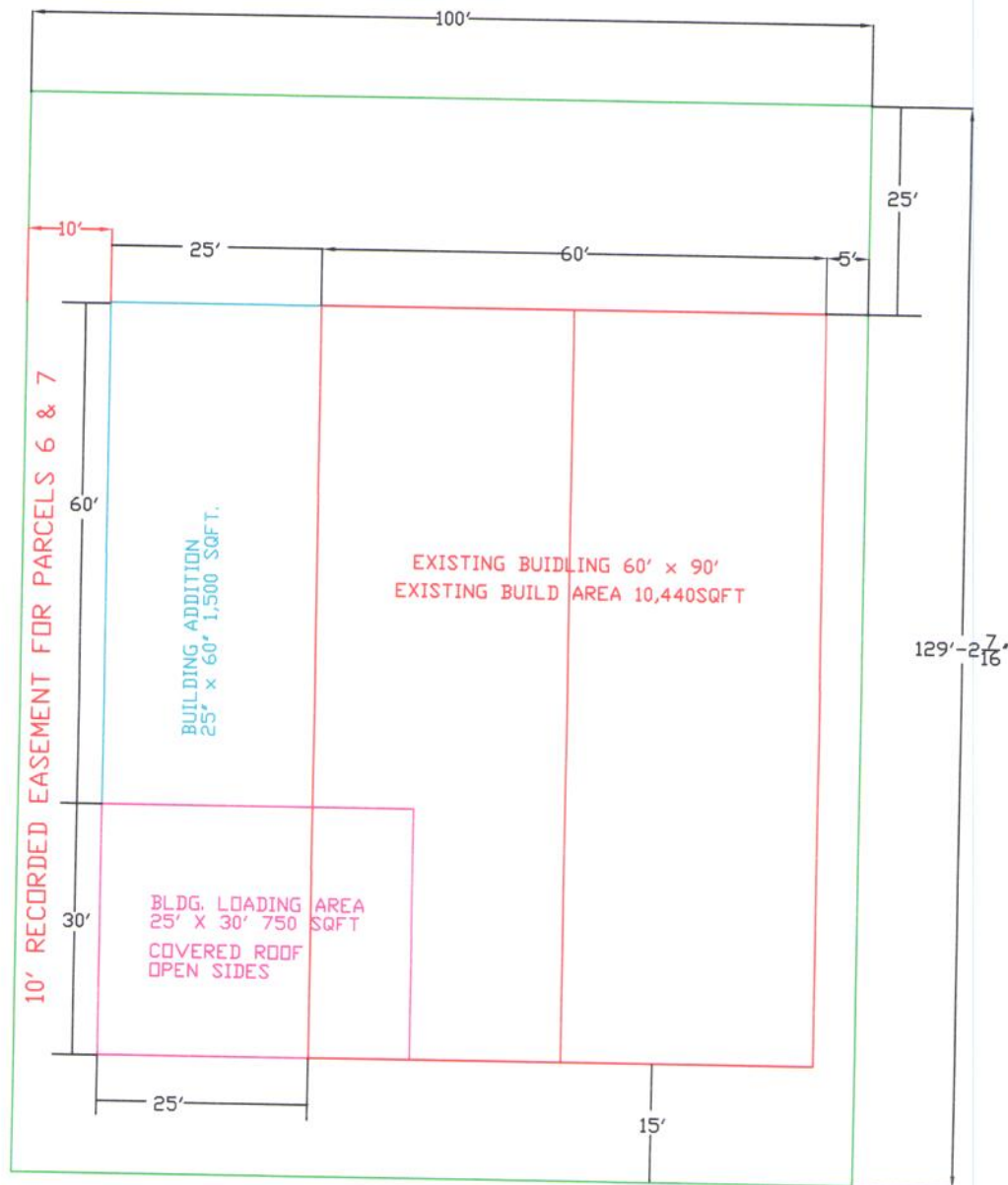
Lot 7, Blk 2 South Fill Dev Park

HARBOR LOOP ROAD

SITE PLAN
WATER FRONT COMMERCIAL ZONE
LOT WIDTH 90FEET
SEISMIC ZONE "D"

Camtu Service Center

P.O. Box 1502, Cordova, AK 99574
No. 6 & 7 Harbor Loop Road
Phone: (907) 424-3124
Lot 6&7, Blk 2 S. Fill Dev. Park
Date: 9/10/2013



Cantu Service Center

P.O. Box 1502, Cordova, AK 99574
 No. 6 & 7 Harbor Loop Road
 Phone: (907) 424-3124
 Lot 6&7, Blk 2 S. Fill Dev. 41rk

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: October 07, 2013
TO: Mayor and City Council
SUBJECT: Resolution 10-13-58

The attached resolution requests City Council support for the naming of a mountain in PWS after Carl Brady. It was requested of the City by the Prince William Sound Economic Development District Executive Director Sue Cogswell.

Recommended Motion: Move to approve the consent Calendar.

Required Action: Majority roll call vote on the Consent Calendar.

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-13-58**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA
TO HONOR THE LATE CARL BRADY, U. S. ARMY AVIATOR/INSTRUCTOR AND
FIRST TO BRING HELICOPTERS TO ALASKA IN 1948, BY NAMING A 12,250'
PEAK IN PRINCE WILLIAM SOUND AS MT. CARL BRADY**

WHEREAS, the proposed mountain is located in the Chugach Mountains northwest of the City of Valdez, and near aviation notables, Mt. Doolittle, near Cordova, and Mt. Billy Mitchell; and

WHEREAS, Carl Brady brought the first helicopters to Alaska for survey/mapping operations in 1948; and

WHEREAS, Carl Brady established Era Helicopters providing essential service in building the Alaska Pipeline from Prudhoe Bay to Valdez; and

WHEREAS, Carl Brady was the first to be approved for helicopter instrument flight in Alaska; and

WHEREAS, Era Helicopters worked in Mexico, China, Holland, Croatia and establishing Era Aviation using fixed-wing operations in Valdez, Anchorage, Kodiak, Homer, and Kenai; and

WHEREAS, naming a prominent mountain as Mt. Carl Brady will be inspirational and educational to the youth of Alaska and highlight the current importance of helicopters in commercial and military operations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby pledges its support in this endeavor for Mt. Carl Brady.

PASSED AND APPROVED THIS 16th DAY OF OCTOBER, 2013

James Kacsh, Mayor

Attest:

Susan Bourgeois, City Clerk



COPPER RIVER WATERSHED PROJECT

© *Voices for a wild salmon economy* ©

October 9, 2013

Mayor Jim Kacsh and City Council Members
City of Cordova
P.O. Box 1210
Cordova, AK 99574

Dear Mayor Kacsh and Council Members,

I am writing to request your support for an application for funding from the Copper River Watershed Project to the State of Alaska's Recreation Trails Grant program. Application guidelines require a resolution of support from the local governing body.

As you know, the Cordova Trails Committee has identified this trail as a priority project because its proximity to town makes it easily accessible to users. This trail section can be used as an out-and-back route or as a connector to the Mt. Eyak Ski Hill trail, expanding Cordova's network of useable trails.

In summer 2013, the CRWP spent grant funds received from the Secure Rural Schools Title II program to move small sections of trail from private land to a public right of way on City of Cordova land. We also used those funds to restore two water crossings that are on State land leased to the City of Cordova.

We are now seeking funds to complete construction of a solid trail bed on those re-route sections, and to install "step and run" planks in muskeg meadows on the upper sections of the trail. Work for this phase will involve digging out loose soil and leveling the trail bed in the re-route sections which are currently muddy when we get heavy rains, and cutting and nailing together sections of 2" x 12" x 10' boards to create the "step and run" boardwalk planks for protecting wetlands in the muskeg meadows.

Thank you for your consideration of this request. I'm happy to answer any questions you might have about this project.

Sincerely,

Kristin Carpenter, Executive Director

P.O. Box 1560, Cordova, AK 99574

tel 907.424.3334

web www.copperriver.org

Board of Directors

Molly Mulvaney, President, Cordova
Gloria Stickwan, Vice Pres., Tazlina
Brad Reynolds, Secretary, Cordova

Joel Azure, Cordova
Audubon Bakewell IV, Gakona

Denny Patnode, Gakona
Maria Wessel, Cordova

**CITY OF CORDOVA, ALASKA
RESOLUTION 10-13-59**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA STATING SUPPORT FOR AN APPLICATION TO THE STATE'S
RECREATION TRAILS GRANT PROGRAM FOR FUNDS TO RESTORE THE
EYAK MOUNTAIN TRAIL**

WHEREAS the Eyak Mountain Trail is a historical trail and provides an in-town recreational opportunity for citizens and tourists; and

WHEREAS the Eyak Mountain Trail runs east from Fifth Street along the hillside and then connects with the "Sven and Olie" trail on land leased by the City of Cordova from the State of Alaska; and

WHEREAS the Copper River Watershed Project has initiated restoration work on this trail to make it safe and more accessible to recreational users; and

WHEREAS the Copper River Watershed Project secured funds from the Secure Rural Schools Title II program to re-route sections of the trail from private to public land and restore two water crossings; and

WHEREAS additional funds are needed to complete the re-route sections and install "step and run" planks for trail sections in muskeg meadows.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska supports an application for trail restoration funding by the Copper River Watershed Project to the Alaska Department of Revenue's Recreation Trails Grant program for funds to complete this trail restoration work.

PASSED AND APPROVED THIS 16th DAY OF OCTOBER, 2013

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

MEMO

To: Cordova City Council and City Manager
From: Planning Staff
Date: 10/9/2013
Re: Capital Projects for 2014-2017

PART I. BACKGROUND:

8/13/13 Planning and Zoning meeting reviewed CIP list
9/10/13 Planning and Zoning meeting reviewed CIP list
10/8/13 Planning and Zoning approved P&Z Resolution 13-10

The Planning and Zoning Commission is directed in the city code to develop a list of capital improvements) to recommend to City Council.

3.40.080 Planning commission—Powers and duties—Designated

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

Planning and Zoning has had several meetings where the commissioners brainstormed, created and prioritized a list of capital projects to be forwarded to the City Council. At the October 8, 2013 meeting the list was finalized and the resolution which describes and prioritized the capital improvement list was voted on and passed.

M/McGann, S/Srb “I move to approve resolution 13-10 a resolution of the City of Cordova’s Planning and Zoning Commission recommending a capital improvement list for FY 2014 to the City of Cordova’s City Council.”

Vote on motion: 4 yeas (Reggiani, McGann, Pegau, Srb), 0 nays, 3 absent (Bailer, Greenwood, Baenen). Motion passes.

PART II. STAFF RECOMMENDATION:

The staff recommends that the City Council approves and considers resolution Resolution13-10 which describes and recommends the list of capital improvements to City Council.

PART III. SUGGESTED MOTION:

“I move to accept resolution 13-10 a resolution of the City of Cordova’s Planning and Zoning Commission recommending a capital improvement list for FY 2014 to the City of Cordova’s City Council.”

**CITY OF CORDOVA, ALASKA
PLANNING AND ZONING COMMISSION
RESOLUTION 13-10**

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

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


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

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

1. Comprehensive Plan Update \$35,000
2. Street Repair and Improvements/Paving \$1,000,000
3. Baler Development – as needed
4. Shipyard Expansion (Public Process) \$15,000
5. Sewer treatment plant and infrastructure – as needed
6. Potable Water System-LT2 Compliance – as needed
7. N. Side of Harbor – 60' sheet pile (extend parking and walkway) \$6,290,625
8. Sidewalks between HS and Harbor Loop SW 2 & SW 6 (before paving) \$200,000
9. Survey City roads and property \$40,000
10. Establishing high water bench marks for the 6 & 6.5 mile area and the Power Creek Road residential areas
11. Vacation of Adams Avenue between 8th Street and 9th Street: includes survey, water/sewer lines, fire hydrants \$100,000

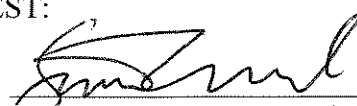
NOW, THEREFORE, BE IT RESOLVED THAT the City of Cordova's Planning and Zoning Commission hereby recommends the above listed projects as Capital Improvement to the City of Cordova's City Council.

PASS AND APPROVED THIS 8TH DAY OF OCTOBER, 2013



David Reggiani, Co-Chairman

ATTEST:



Samantha Greenwood, City Planner

**CITY COUNCIL SPECIAL MEETING
JUNE 26, 2013 @ 12:00 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Special Meeting to order at 12:00 pm on June 26, 2013 in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristen Carpenter, Tim Joyce, David Allison, Bret Bradford, David Reggiani* and *James Burton*. Council member *EJ Cheshier* was absent. Also present were Interim City Manager *Don Moore* and City Clerk *Susan Bourgeois*.

C. APPROVAL OF AGENDA

M/Reggiani S/Bradford to approve the agenda.

Vote on motion: 6 yeas, 0 nays, 1 absent (Cheshier). Motion carried.

D. DISCLOSURES OF CONFLICTS OF INTEREST - none

E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Audience Comments regarding agenda items - none

F. NEW BUSINESS

2. Proclamation for Helen Grindle on her 100th Birthday

Mayor Kacsh said he would be attending an event where he would read this proclamation next week at the Reluctant Fisherman on July 2 from 5 – 7 pm.

3. Interim City Manager Exit interview/report

Don Moore had a list of talking points to go through with Council:

2012 City audit: he had just received a draft copy from the auditors; he said it was a clean audit but there were some findings, which we are responding to; the fund balances are solid, all enterprise funds run at a deficit, as has been the case for years, less Odiak Camper Park; looking at first quarter finances, an alarming trend of expenses being up vs. revenues being down a bit. A new manager will have to address the revenue side in budget next year but the expenses can be handled starting right now.

Construction projects (contracts & processes): some projects were begun without an appropriation, a clear fiscal procedures manual could help in this regard. Also contracts and leases are not all centrally located – all originals should be in the finance department.

Personnel: City workforce is very capable although they are only adequate in size according to the work load here. There may be a learning curve for the new Manager as he discusses such things as administrative assistants, etc. and we don't really have that. Keeping the staff size down is a good thing but piling so much onto one position can be dangerous. Human resources and grants administrator is one person and she handles the insurance as well – that is a lot of responsibility. If you have to replace her and drop someone new in that position they would be submerged. He is referring to the "capacity & consequences" for error. A mistake in a personnel matter or federal grant reporting is a big deal. Other places that this exists are the City Planner and the lifeguards at the pool, always should have two on duty. Construction manager is supposed to be building inspector too and he'll need training for that we are hoping to get him that this fall.

Title 4: the personnel policy is back from the attorneys and is circulating around the department heads and they are finding a lot of issues with it – mistakes beyond typos.

Joyce commented that we have traditionally been in this circumstance of employees maxed out because there has to be a balance of expenses to revenues – keep services and programs yet only maintain a certain level of personnel to keep expenses down. *Moore* agreed that it is a balancing act.

City & School relationship: getting along well – should be an improvement to both when Cordova Center/new library opens.

CCMC relationship: he hasn't spent a great deal of time with this. There are some things that need to be addressed. Council agreed.

Contracted services: law firm, auditor, assessor – we have been with each of these for a long time. It might be a good idea to go out for an RFP every 5 years or so on these.

Moore ended his report to Council by saying one of the reasons he came back to Cordova was because Cordova has its act together. You are in touch with your public, have your priorities. This council generally tries to come to a consensus around the table.

Moore said he still wanted to discuss a few Cordova Center things with council in executive session.

4. City Clerk Contract Amendment (to be available at meeting)

(may be discussed in executive session)

M/Bradford S/Joyce to approve the third amendment to the Clerk's employment agreement.

M/Bradford S/Reggiani to go into executive session to discuss the amendment to the Clerk's contract, which is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government.

Joyce and **Mayor Kacsh** both seemed to think this was not an item that needed an executive session but that Council was just adding in some dates into the draft contract amendment that was before Council. **Bradford** said it did relate to finances and he had things he wanted to discuss in executive session. **Allison** said he was ok going into the executive session and felt as though if the conversation changed into something that didn't warrant executive session then they would come back out of the executive session. **Bradford** agreed.

Vote on motion: 5 yeas, 1 nay (Joyce), 1 absent (Cheshier). Motion carried.

Council entered executive session at 12:40 pm and was back in regular session at 1:00 pm. **Mayor Kacsh** said no action was taken in the executive session and there is still a motion on the floor to approve the third amendment to the Clerk's employment contract.

M/Joyce S/Allison that the effective date in the amendment to the contract be made as of July 1 and the term is through August 7 and that anywhere it says 'second' amendment is replaced by 'third' amendment.

Vote on motion: 6 yeas, 0 nays, 1 absent (Cheshier). Motion carried.

Vote on main motion: 6 yeas, 0 nays, 1 absent (Cheshier). Motion carried.

5. City Manager Contract Approval (to be available at meeting)

(may be discussed in executive session)

M/Reggiani S/Joyce to go into executive session to discuss the City Manager's contract, which is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government.

Vote on motion: 6 yeas, 0 nays, 1 absent (Cheshier). Motion carried.

Council entered executive session at 1:02 pm and was back in regular session at 1:17 pm.

M/Allison S/Bradford to approve the City Manager employment agreement as presented to us with the following changes: item 8 (b) the first line change the word advance to bank and item 8 (d) strike the last line which is underlined.

Vote on motion: 6 yeas, 0 nays, 1 absent (Cheshier). Motion carried.

G. AUDIENCE PARTICIPATION - none

H. COUNCIL COMMENTS

Allison said he looks forward to Randy signing the other half of this and getting him on board and he thanked **Don Moore**.

Bradford thanked **Don Moore** for the exit interview it was helpful.

Joyce thanked **Don Moore** for his time and service.

Mayor Kacsh also thanked **Don Moore** for his help over these months.

I. EXECUTIVE SESSION

6. Police Department report (confidential per reason 4 below)

Moore informed Council that they did not need an executive session regarding this item. **Chief of Police George Wintle** showed Council some pictures of marijuana which had been packaged and was being sent to Cordova via US Mail. A postal inspector in Anchorage has been working with our canine police officer and was able to intercept this package. He can confirm that drugs have also come into Cordova via Alaska Airlines (either on a plane or through their freight office). He has yet to confirm that drugs have found their way into Cordova via the Marine Highway System or on ERA flights. Cordova's canine officer might again in the future go to Anchorage to assist the postal inspector there. The canine has also been used with the probation officers who come into town; they do checks on the people on probation. We are also working with the school district in the hopes of next year doing some on-campus drug searches with the canine.

7. Cordova Center finances

M/Joyce S/Carpenter to go into executive session to discuss the Cordova Center finances, which is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government.

Vote on motion: 6 yeas, 0 nays, 1 absent (Cheshier). Motion carried.

Council entered executive session at 1:33 pm and was back in regular session at 1:44 pm.

J. ADJOURNMENT

M/Reggiani S/Bradford to adjourn.

Hearing no objection, the meeting was adjourned at 1:45 pm

Approved: October 16, 2013

Attest: _____
Susan Bourgeois, City Clerk

**CITY COUNCIL REGULAR MEETING
OCTOBER 02, 2013 @ 7:30 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council Regular Meeting to order at 7:30 pm on October 2, 2013, 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*, *David Allison*, *Bret Bradford*, *EJ Cheshier*, *Dave Reggiani* and *James Burton*. Also present were Student Council member *Sarah Hoepfner*, City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

D. APPROVAL OF REGULAR AGENDA

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

Allison mentioned that at the HSB meeting they discussed budget and Council tonight would therefore, not need item 18

Vote on motion: 7 yeas, 0 nays. 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 Commission – *Burton* reported that the Travel Lift was repaired and is working and the commission has a meeting tomorrow night.

HSB – *Allison* said HSB had just met and they were presented a budget that Council would see at a future meeting. It was a good budget. The Board also learned about some grant-writing that is ongoing for the CT scanner project. The board credentialed three providers, one of which is a new female nurse practitioner.

Parks and Rec – *Carpenter* said they met last week and last night they discussed the master plan which discusses all the parks and facilities of the parks and rec department. This is helpful to *Susie (Herschleb)* for budget and then she can share with the planning department for the comprehensive plan.

Planning and Zoning – *Reggiani* said they are meeting next week.

School Board – *Bradford* said School Board meets on October 9.

3. a. Student Council Representative's report: *Hoepfner* reported that the Student Council had a program of work two weeks ago where they worked on a schedule of what to do all year. This week was a spirit week for cross country as *Sarah Hamberger* is going to State. A big fundraiser they are planning is to take over the carnival that PTA used to do. There's a wrestling tournament in two weeks and there hasn't been one in Cordova in more than five years. The basketball coaches are being picked in the next few days. *Bradford* asked what's going on with the CTC donated sign out front. *Hoepfner* did not know the answer. *Allison* said he knew that CTC had turned over the controls to the school district.

G. APPROVAL OF CONSENT CALENDAR

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

4. Resolution 10-13-55

A resolution of the City Council of the City of Cordova Alaska declaring that the City of Cordova is officially a purple heart city

5. Cordova Volunteer Fire Department confirmation of election of an officer

6. Record unexcused absence of Council member **Bradford** from the Sept 18, 2013 regular mtg.

Vote on Consent Calendar: 7 yeas, 0 nays. Carpenter-yes; Cheshier-yes; Joyce-yes; Allison-yes; Burton-yes; Reggiani-yes and Bradford-yes. Consent Calendar was approved.

H. APPROVAL OF MINUTES

M/Reggiani S/Burton to approve the Minutes.

7. Regular Meeting Minutes 09-18-13

Vote on motion: 7 yeas, 0 nays. Motion passes.

I. CONSIDERATION OF BIDS - none

J. REPORTS OF OFFICERS

8. Mayor's Report - **Mayor Kacsh** said he has nothing new to report he is waiting for an answer back from the Governor's chief scheduler to see when he can go to Juneau to meet with the Governor. **Representative Austerman** will be in Cordova on November 4.

9. Manager's Report – **Robertson** reported on these items: 1) we received the 2013 Homeland Security Grant in the amount of \$98K; 2) he wanted to recognize **Josh Hallquist** for solving a long-existing problem with the water issue behind the hospital; 3) Oct 26-27 NVE is sponsoring a seminar on how to reduce home heating and electric costs at the Masonic Lodge; 4) he handed Council the book *Who Moved My Cheese* and he asked them to read it or search out the movie on You-tube, he said staff has been doing some professional reading and this is something we all just read and discussed; 5) he reported that he has heard from **Katrina Hoffman** at the PWSSC that she has received his letter; 6) he mentioned that **Holly Wells** was at the table, City Attorney and that he had invited her and she would spend some time with them in executive session later tonight; 7) he had taken the Providence CEO up to Bidarki when he was in town – we invited him to be a more aggressive partner in fitness and he had indicated maybe; **Joel Azure** of NVE was looking to purchase a blood pressure monitoring machine for Bidarki. He asked **Cathy Sherman** to speak at this time. She passed out notebooks filled with all the pertinent Cordova Center materials that they had been asking for – this is all being handed to the Committee on Friday as well. She asked Council to keep these books as things would be added to them and these would be manuals to guide them through to the end. **Robertson** said he and **Jon Stavig** had the opportunity to talk in depth to Financial Advisor, **Buck Adams** earlier today and he was here tonight to brief Council on City investments.

a. Buck Adams, UBS Financial, City Investments

Adams said we are in a federal government shutdown, which isn't unique, but what could be worse is the threat of raising the debt ceiling. Markets, both stocks & bonds don't like uncertainty and we are in a state of uncertainty. Uncertainty causes institutions and individual investors to step to the side, "well, the market's going to go down so I better get out" and then boom – self-fulfilling prophecy, it goes down. Before UBS took over, City of Cordova had all money in AMLIP – which is currently getting 0.01 % - or \$100 per \$1,000,000 invested – which is really zero. **Adams** said he is thankful and grateful to **Mr. Stavig** for his knowledge and experience in banking. It has been helpful that he can anticipate need over a longer time frame so they don't have to act so quickly to become liquid when there is a need. He also said we are in a rising rate market which often sees bond prices falling – not good. The City of Cordova's investments this year saw 1.93% which on \$12M is about a \$220K return. Since 2010 we have earned approximately \$1.8M which is pretty good because we have to hold a lot of fixed income (per the investment statement) and we have to maintain a lot of liquidity especially with the cash draws we have experienced. Sage – our bond manager is down 1% and the 20 year US Treasury Bond is down more than 10.8% year to date. **Adams** said he and **Stavig** and **Robertson** spoke this afternoon about how the

City can be more tactical – where we can put our money so that we can be more responsive to changes in the market conditions. All the general public sees are the S&P and the Dow going up and up and up and wondering why we aren't getting those returns. It is because those are risky portfolios to be in; i.e. all S&P. What amount of risk do you put on the table to get that kind of return? How do you mitigate risk? You diversify, which is what we have done with our portfolio. We are also going to try to be more responsive to changing conditions, to be more tactical.

10. City Clerk's Report - **Bourgeois** said that there are vacancies on boards and commissions and she asked Council to help spread the word that she is advertising for letters of interest; parks and rec, p&z and library board.

K. CORRESPONDENCE

11. NVE request for Sobriety Celebration donation 09-08-13

12. Toni Godes letter resigning from Parks & Rec 09-10-13

13. Dan Reum letter to Mayor resigning from Parks & Rec 09-23-13

M/Joyce S/Reggiani to donate \$300 to the NVE sobriety celebration.

M/Bradford S/Cheshier to amend the motion to donate \$500 instead.

Vote on motion to amend: 7 yeas, 0 nays. Motion passes.

Vote on main motion: 7 yeas, 0 nays. Motion passes.

L. ORDINANCES AND RESOLUTIONS

M. UNFINISHED BUSINESS

N. NEW & MISCELLANEOUS BUSINESS

14. Finance Department Revenue Projections for 2014

Stavig wanted to discuss a few things. He is guesstimating that sales tax will come in at about \$3.2M and we had budgeted \$3.7M. We have yet to receive 2013 Fish Tax and therefore, we cannot yet guess at a good number to budget for 2014. We had budgeted \$1.3M for 2013 Fish Tax. **Stavig** said for 2014, unless someone has some earth shattering sales tax information, we will probably have to ratchet that back so it is more realistically portrayed in the budget. Timber receipts are an important revenue source as well and Congress has reauthorized for one more year – has yet to be signed by President.

Joyce asked if we are short \$500K at year end, will expenses come in below anticipated too or will we have to dip into savings to make up the shortfall? **Stavig** said it looks ok now but we will have to watch expenses through the end of the year. **Mayor Kacsh** had more of a question for Council, wondered what they thought about fish tax for 2014? **Reggiani** and **Burton** said it should be considerably more than whatever we see for 2013.

15. Pending Agenda and Calendar

Cheshier said he would like a discussion of our legislative strategy for next session. **Bradford** said – to include **John Bitney**.

Bourgeois mentioned that there are budget work sessions coming up at 5:30 pm on October 16 and October 30.

O. AUDIENCE PARTICIPATION - none

P. COUNCIL COMMENTS

16. Council Comments

Burton thanked staff for all the information received tonight.

Carpenter said thanks for the Cordova Center binders of information.

Joyce also said he appreciated the staff and all their efforts.

Q. EXECUTIVE SESSION

17. Cordova Center finances – attorney update

M/Bradford S/Burton to enter an executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government, specifically Cordova Center finances.

Vote on motion: 7 yeas, 0 nays. Motion passes.

Council took a five minute recess at 08:35 pm; Council entered executive session at 08:41 pm and went back into regular session at 10:10 pm.

M/Joyce S/Bradford to direct the City Manager to proceed as was discussed in the executive session regarding the Cordova Center.

Vote on motion: 7 yeas, 0 nays. Motion passes.

18. CCMC finances

R. ADJOURNMENT

M/Burton S/Allison to adjourn the regular meeting at 10:11 pm

Hearing no objection, the meeting was adjourned.

Approved: October 16, 2013

Attest: _____
Susan Bourgeois, City Clerk

HAL R. HORTON (1944 - 1998)

JENNIFER C. ALEXANDER
RONALD G. BIRCH**
WILLIAM H. BITTNER
KATHRYN A. BLACK
SUZANNE CHEROT
ADAM W. COOK
JON M. DEVORE**
DOUGLAS S. FULLER*

MAX D. GARNER
DAVID KARL GROSS
STEPHEN H. HUTCHINGS
CORTNEY H. KITCHEN
THOMAS F. KLINKNER
DAVID E. LAMPP*
STANLEY T. LEWIS
AMY W. LIMERES

JAMES H. LISTER*
MITCHI V. McNABB
MARA E. MICHALETZ
ELISABETH H. ROSS**
CARISSA D. SIEBENECK*
AARON D. SPERBECK
HOLLY C. WELLS

OF COUNSEL:
WILLIAM P. HORN*
TIMOTHY J. PETUMENOS
KENNETH E. VASSAR

1155 CONNECTICUT AVE., N.W.
SUITE 1200
WASHINGTON, D.C. 20036
TELEPHONE 202.659.5800
FACSIMILE 202.659.1027

** D.C. AND ALASKA BAR
† MARYLAND BAR
◊ VIRGINIA BAR
* D.C. BAR
ALL OTHERS ALASKA BAR

WRITER'S DIRECT DIAL 907.263.7247 • WRITER'S DIRECT FAX 907.276.3680 • hwells@bhb.com

October 8, 2013

VIA ELECTRONIC DELIVERY

City of Cordova
Attention: City Manager/City Council Members
P. O. Box 1210
Cordova, AK 99574-1210

RE: City of Cordova
Our File No.: 401,777.212

Dear City Manager and Members of the City Council:

Enclosed per your request is a proposed contract between the City of Cordova, Alaska ("City") and Birch Horton Bittner & Cherot implementing a flat fee for general counsel services and providing for specialty services and litigation at the discounted hourly rates currently set for the City. See Contract for General Counsel Legal Services, attached as Exhibit A. This proposal was designed to minimize the legal fees incurred by the City while also providing the City with some predictability regarding the cost of counsel services. Our firm established the flat fee rate and terms proposed in the attached contract based upon a review of the legal fees paid by the City from September 1, 2012 through August 31, 2013. See Cordova Billing Data, attached to this letter as Exhibit B. At the very least, the City would have saved approximately \$33,320 if the attached contract had been in place during the last twelve month period. Additionally, the City would potentially save approximately \$3,000 in costs associated with six trips to and from the City, which are costs our firm would absorb under the proposed contract. The cost savings to the City do not take into account the discounts our firm has provided the City throughout the 12 month period evaluated, which exceeded \$4,000 in the last three months alone.

In the event the City Council decides it is in the City's best interest to enter into the proposed agreement, the Council should determine the term of the agreement that best suits the City's needs. Our firm would recommend a term of no more than one to three years as a one to three year term allows both parties a reasonable time to assess the viability of a flat fee arrangement for the City.

City of Cordova
October 8, 2013
Page 2

The following is a summary of the terms of the proposed agreement:

1. Full general counsel services, which would include representation in various matters including most non-collective bargaining employment, land, and municipal government inquiries will be charged at a flat rate of \$11,500 per month.
2. Travel costs associated with six trips to and from Cordova each year, which include round-trip air fare, per diem costs for meals, and hotel accommodations for a one-night stay per trip, and any costs associated with ground transportation shall be included within the flat fee.
3. A monthly fixed fee of \$2,000 will be charged for the pending rewrite of the Cordova Municipal Code, which will no longer be charged once the Code rewrite is complete.
4. The current discounted rates for specialized services will be fixed for the term of the contract and charged for matters including, but not limited to, issues related to collective bargaining, employee insurance benefits, litigation, and formal dispute resolution. These rates are \$205 per hour for senior attorneys, members, and shareholders; \$180 for junior to mid-level associate attorneys, and \$100 for paralegals.
5. Hourly rates as stated in number four above will be applied to real estate transactions where fees are reimbursable to the City by the other party to the transaction.
6. Fifty percent discount on rates charged for travel time between Cordova and Anchorage shall be applied.
7. The City will continue to pay full fees for costs, such as copying, legal research fees, and travel, except as otherwise provided in the proposed agreement.

Our firm has the resources to provide specialized counsel in a myriad of areas including not only municipal law, but also labor relations, employment, construction, insurance benefits, and complex real estate transactions. As a result, the City receives comprehensive representation by a team of experienced practitioners who are dedicated to serving the City and have intimate knowledge of the City's laws and its practices. The proposed agreement is designed to permit the City Administration and Council to utilize our firm as needed while reducing the costs of legal services and creating at least some predictability in legal service costs.

City of Cordova
October 8, 2013
Page 3

If you have any questions or would like to discuss the enclosed proposal further,
please do not hesitate to contact us.

Sincerely,

BIRCH HORTON BITTNER & CHEROT



Thomas F. Klinkner



Holly C. Wells

TFK/HCW:cmn
Enclosures

EXHIBIT A

**CONTRACT FOR GENERAL COUNSEL
LEGAL SERVICES**

CONTRACT FOR GENERAL COUNSEL LEGAL SERVICES

Agreement dated as of January 1, 2014 between the CITY OF CORDOVA, an Alaska municipal corporation ("City"), and BIRCH, HORTON, BITTNER, INC., an Alaska professional corporation, d/b/a Birch Horton Bittner & Cherot ("Firm").

Section 1. Definitions. In addition to the terms defined above, in this contract:

- A. "Council" means the City Council of the City.
- B. "Manager" means the City Manager of the City.

Section 2. Scope of Services.

A. The Firm shall act as general counsel to the City, to include without limitation the following:

- Serve as the legal advisor of and be responsible to the Council; advise the Manager and City Clerk concerning matters affecting the City Administration and perform other duties prescribed by the Council.
- Prepare legal documents, including but not limited to ordinances, resolutions, contracts, conveyances, leases, easements and legal opinions as needed.
- Be readily available for consultation by the Council, Manager and City Clerk.
- Provide representation in court and administrative proceedings.
- Assist the Manager in negotiations on the City's behalf and handle other legal matters that may arise.
- Draft opinion letters regarding, among other things, the interpretation of the City Code, state and federal laws, and policies.
- Perform other such duties as may be prescribed for the City Attorney by ordinance or by direction of the Council and/or Manager.
- Work effectively with the Council, Manager, City Clerk and with all other public agencies and other entities with which the City has a legal relationship.

B. All representation of the City shall continue until the matters or cases assigned are either closed out by mutual consent or are recalled by the Council.

C. The Firm shall not engage any consultant, expert, or other third-party service without the prior approval of the Manager or Council.

D. Provide email and toll-free telephone access to the City.

Section 3. Access to City Personnel. The Manager shall secure the cooperation of City personnel as necessary to assist the Firm's performance hereunder.

Section 4. Contract Administrator. The Manager shall administer this contract on behalf of the City.

Section 5. Term.

A. Initial Term. This contract becomes effective when signed on behalf of both parties and shall continue in effect for one year.

B. Option to Extend. Council shall have the option to extend this Agreement for a one (1) year term commencing on the expiration of the Initial Term. The City must give Firm written notice of its election to extend. All the terms and conditions of this Agreement shall apply during any extended term. No additional options to extend shall be created by City's election to extend this Agreement.

Section 6. Attorney Assignment. Thomas F. Klinkner is the Firm attorney who will be principally responsible for supervising the work to be done by the Firm on the City's behalf and who will be the City's principal contact with respect to contract administration and billing. Holly Wells is the firm attorney who will be principally responsible for performing the work to be done by the firm on the city's behalf. The responsible attorneys will not be changed without the consent of the City. The responsible attorneys may, in their discretion, assign additional Firm attorneys, paralegals, and law clerks to perform legal services under their supervision.

Section 7. Compensation. The Firm shall be compensated for services performed during the term of this contract as follows:

A. A monthly fixed fee of \$11,500 to provide general counsel services every month plus travel to Cordova for six Council meetings per year.

B. A monthly fixed fee of \$2,000 for pending rewrite of the Cordova Municipal Code. Once the Code rewrite is complete, this fee shall no longer be due and owing.

C. The following hourly rates for specialized services, which include but are not limited to matters related to collective bargaining, employee insurance benefits, litigation, and formal dispute resolution (mediation and arbitration) before federal, state, and local administrative agencies, and federal and state courts: Shareholders, members, and senior associates: \$205; mid level and junior associates: \$180; paralegals: \$100.

D. The following hourly rates for attorneys fees incurred regarding real estate transactions where such fees are reimbursable to the City by the other party to the transaction: Shareholders, members, and senior associates or of-counsel: \$205; mid-level to junior associates: \$180; paralegals: \$100.

E. For travel time between Cordova and Anchorage, one-half the applicable hourly rate during travel, plus actual out-of-pocket expenses.

F. The City shall reimburse the Firm for in-house expenses and third-party expenses incurred on the City's behalf. Such expenses may include applicable filing fees, recording fees,

facsimile services, courier services, photocopying at \$0.20 per page, long distance telephone charges, postage, expedited mail or delivery services, travel expenses, service of process fees, deposition transcripts, stenographer fees, computer-assisted legal research fees, title insurance premiums, and other similar charges.

Section 8. Statements and Payment.

A. The Firm shall submit itemized monthly statements to the City for all fees and costs incurred during the preceding calendar month. Monthly statements shall identify the subject of the work performed and the time, to the nearest one-tenth of an hour, spent on each subject. Costs shall be itemized and described separately on each monthly statement.

B. Payment of monthly statements will be remitted to the Firm within 30 days. A late charge on amounts past due for 30 days or more will be assessed at the rate of .88% per month, or at the highest rate allowed by applicable law.

Section 9. Insurance. The Firm shall maintain in good standing the following insurance during the term of this contract, and shall furnish the City Manager with proof of the required insurance coverage before rendering any services under this contract:

A. Worker's compensation insurance as required by AS 23.30.045, including employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence.

B. Comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles with coverage limits not less than \$300,000 per person/\$300,000 per occurrence.

C. Professional liability coverage for claims up to a minimum amount of \$1,000,000 per claim for the term of this contract, plus a three-year extended reporting period endorsement after the end of the contract.

Section 10. Records. Subject to the transfer of a file to another attorney at the City's request, the Firm shall retain and maintain all significant components of the files concerning each matter in which the Firm provides services to the City for a period of six years following the conclusion of representation of the City in the matter. During such time the Firm will afford City representatives reasonable access to each such file. At any time after the end of this six-year retention period, the Firm, in its discretion, may destroy the file and its contents without further notice to the City. The Firm will deliver to the City the originals of any documents in a file at the time the file is closed.

Section 11. Termination of Services. The Firm's services under Section 2 may be terminated:

A. For convenience by the City.

B. By mutual consent of the parties.

C. For cause, by either party where the other party fails in any material way to perform its obligations under this contract. Termination under this subsection is subject to the condition that the terminating party notify the other party of its intent to terminate, stating with

reasonable specificity the grounds therefor, and the other party's failure to cure the default within 15 days after receiving the notice.

Section 12. Notices. Any notice pertaining to this contract shall be either personally delivered, faxed or mailed by prepaid first class registered or certified mail, return receipt requested as follows:

City: City of Cordova
Attention: City Manager
P.O. Box 1210
Cordova, Alaska 99574-1210
FAX: (907) 424-1000

Firm: Birch Horton Bittner & Cherot
Attn: Thomas F. Klinkner and Holly C. Wells
1127 West Seventh Avenue
Anchorage, Alaska 99501
FAX: (907) 276-2822

Section 13. Amendment. This contract may be amended only by a writing executed by each party.

Section 14. Integration. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first written above.

CITY OF CORDOVA

BIRCH HORTON BITTNER & CHEROT

James Kasch, Mayor

Thomas F. Klinkner

ATTEST:

Susan Bourgeois, City Clerk

EXHIBIT B

**CITY OF CORDOVA
BILLING DATA**

Exhibit B
CORDOVA BILLING DATA

CORDOVA BILLING DATA					
	Invoice	If Flat Fee	Fees		
	Dates	Had Been Billed	Worked		
			For General Counsel Matters		
	10/18/2012	11,500.00	9,516.00		
	11/12/2012	11,500.00	11,789.00		
		(+\$2,000 for City Code Re-Write)			
	12/14/2012	11,500.00	17,504.00		
		(+\$2,000 for City Code Re-Write)			
	1/8/2013	11,500.00	10,787.50		
		(+\$2,000 for City Code Re-Write)			
	2/15/2013	11,500.00	18,628.00		
		(+\$2,000 for City Code Re-Write)			
	3/7/2013	11,500.00	17,385.00		
		(+\$2,000 for City Code Re-Write)			
	4/23/2013	11,500.00	22,759.50		
		(+\$2,000 for City Code Re-Write)			
	5/15/2013	11,500.00	25,081.50		
		(+\$2,000 for City Code Re-Write)			
	6/14/2013	11,500.00	16,734.00		
		(+\$2,000 for City Code Re-Write)			
	7/18/2013	11,500.00	21,549.50		
		(+\$2,000 for City Code Re-Write)			
	8/20/2013	11,500.00	12,847.50		
		(+\$2,000 for City Code Re-Write)			
	9/11/2013	11,500.00	8,739.00		
		(+\$2,000 for City Code Re-Write)			
	*****	*****	*****		
	Totals	160,000.00	193,320.50		
	Proposed \$11,500.00 per month with \$2,000 for City Code Re-Write.				
Total Savings per year of \$33,320.50 if this proposal had been in effect from 9/1/2012 - 8/31/2013					

MEMORANDUM

October 8, 2013

TO: Randy Robertson, City Manager
FROM: John Bitney
SUBJECT: Legislative Report

Per your request, below is a brief written Legislative Report. I will be available via teleconference on October 16th at the City Council meeting to discuss this report, and provide suggestions on ways for Cordova to prepare for the next session in Juneau.

Summary

Politically, the summer of 2013 has been relatively quiet. Most major policy issues that have been on the table in recent years were passed last session. Governor Parnell achieved oil tax reform, and legislative leadership approved bills to develop an in-state natural gas pipeline.

Some of the more significant events this summer have been;

- 1) a referendum to repeal the oil tax bill on the August 2014 Primary Election ballot
- 2) candidacies for next year's statewide elections for Governor and US Senate
- 3) modifications to the Redistricting Plan in Mat-Su and Fairbanks

2014 Legislative Session Forecast

Next year, 2014, is an election year, with Governor Parnell facing a challenge from two Democrats (Byron Mallott & Hollis French) and an independent candidate (Bill Walker), and at least three Republican candidates vying to challenge US Senator Mark Begich. At least 50 seats in the Legislature will be up for election, with a potential for additional races due to redistricting.

Major policy issues next session will be

- Education funding. School districts around the state will push to increase the Base Student Allocation (BSA) dollar amount in the K-12 funding formula. Over the past three years, Governor Parnell and the Legislature have provided additional funding to school districts by annual appropriations outside of the formula.
- North Slope natural gas taxation. State tax rates on oil have dominated attention, but separate tax rates on North Slope natural gas have remained unresolved. Growing attention on building a gas pipeline is raising the profile on establishing state tax policy for North Slope natural gas.
- Land & water permitting. Governor Parnell has prioritized passage of HB77, a bill that is intended to assist resource develop by allowing state agencies to more readily issue

land & water permits. The most controversial aspect is a provision that limits applications for water reservations to municipal governments or state agencies (rather than current law, which allows anyone).

- PERS. Rising health care costs continues to increase the unfunded liability within Alaska's Public Employee Retirement System. While solutions are politically difficult and require decades to achieve, legislators are considering tackling some long term approaches towards addressing the liability issue. Some of this may involve looking at employer contribution rates, and also how to apportion the liability amongst employers for accounting purposes.
- Fish. In January, the Board of Fish will take up proposals for Cook Inlet. There are also four Board of Fish seats up for confirmation next session.

Budget

For the fiscal year ending June 30, 2013, the state had to use \$385 million from savings to fund a deficit. Projections for the current fiscal year show the state using \$668 million from savings, with updated numbers expected to be released soon. Next session debate on the FY15 budget will be looking at a deficit of approximately \$1 billion due to falling oil production combined with reduced tax rates that take effect January 1.

The reduction in revenues will increase pressure to reduce spending, but significant reductions to the Operating Budget are difficult. This will put pressure on discretionary spending in the Capital Budget – the place where communities submit their local priorities for consideration.

Countering the pressure to reduce spending in the Capital Budget will be the following factors:

- Election year pressure to fund local priorities
- Maintaining economic stability statewide in the face of a stagnant national economy
- The referendum on oil taxes

Conclusion

Cordova's legislative delegation is well positioned to assist on all of these major issues. Senator Gary Stevens is chair of the Senate Education Committee, and Rep. Alan Austerman is co-chair of the powerful House Finance Committee. Both of these gentlemen have experienced staff, and will be the means to voice any concern we wish to bring to their attention on any of these issues.

The key is to establish goals and priorities for next session, prioritize them as best possible, and establish our argument for presenting the priorities.

3RD QUARTER 2013

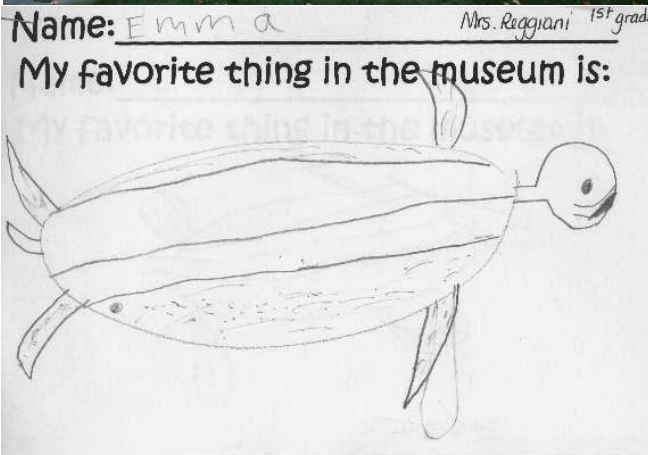
- **Visitation:** 2868 (See attached Museum Attendance)
- **Exhibits:** 2013 Fish Follies; 6x6 Art Show
- **Programs:** 'The Cheechakos,' Virginia Lacy 'More Than Subsistence,' 'Old Town'
- **School Class Visits:** Museum Treasure Hunt and Most Favorite Object
- **Projects:**
 - Completed letters to relatives of "**In Our Own Words**" oral history publication from 1970's for first steps of re-publication. And received **copyright transfer** information for republication of "**In Our Own Words**" oral history publication from 1970's.
 - Began review of **Certified Local Government grant** application.
 - Completed paperwork on art to loan to city hall and installation; also provided a PO Box Bank and Centennial yearbook for display at **City Hall**.
 - Held a **successful art fundraiser** for Cordova Center and After School Art program – netting \$2500.
 - Completed Museum Memory **submissions for Cordova Times**.
 - Received **grant** from Rasmuson Foundation as a part of the **Rasmuson Art Acquisition Initiative** to purchase artwork from local contemporary artist, Milo Burckham for collection.
 - Evening **program** on the history of old town with over 60 in attendance - **standing room only!!**
 - Continued **cross-training** of library/museum staff.
 - Purchased and moved into museum **legal size four drawer filing cabinet** from moving sale.
 - Building upgrades included pressure washing a portion of the exterior, painting interior and exterior benches, exterior lighting repaired.
 - Completed transfer of **museum website** from old to new site.
 - **Planned** remainder of 2013 exhibit schedule and began planning for **2014 exhibit schedule**.
 - Worked with Public Works department to coordinate dismantling of container van holding the **Darkened Waters exhibit**.
 - Continued research and discussion on **digitization of Cordova Times** with State Library Archives and local newspaper owner Jennifer Gibbins.
 - Staff continued work on the **virtual exhibit presentation** of the new museum space
 - Coordinated **CHS annual dinner** plans; no quorum for CHS meeting;
 - Prepared **CHS annual dinner slide show and program**.
 - Staff attended the **Museums Alaska/Alaska Historical Society Conference** in Haines. Participated in the '**Angels**' Project and a **Grant Writing Workshop**.



Image from 'Old Town' presentation. The very first Russian Orthodox Church.



Museum Staff and Cordova Historical Society Members visit the Hammer Museum (yes a museum all about hammers founded by Dave Pahl, brother of Cordovan Jim Pahl.) Highly recommended!



Prince Willy, the leatherback turtle was definitely the overwhelming favorite object!

MEMORANDUM

TO: CITY COUNCIL, Through
CITY MANAGER

FROM: Laura Cloward, Information Services Director

DATE: October 8, 2013

SUBJECT: Q3 2013 Department Report

This memo summarizes activities and accomplishments of the Information Services Department (Information Technology and PIO/Marketing) during the third quarter of 2013.

Advertising

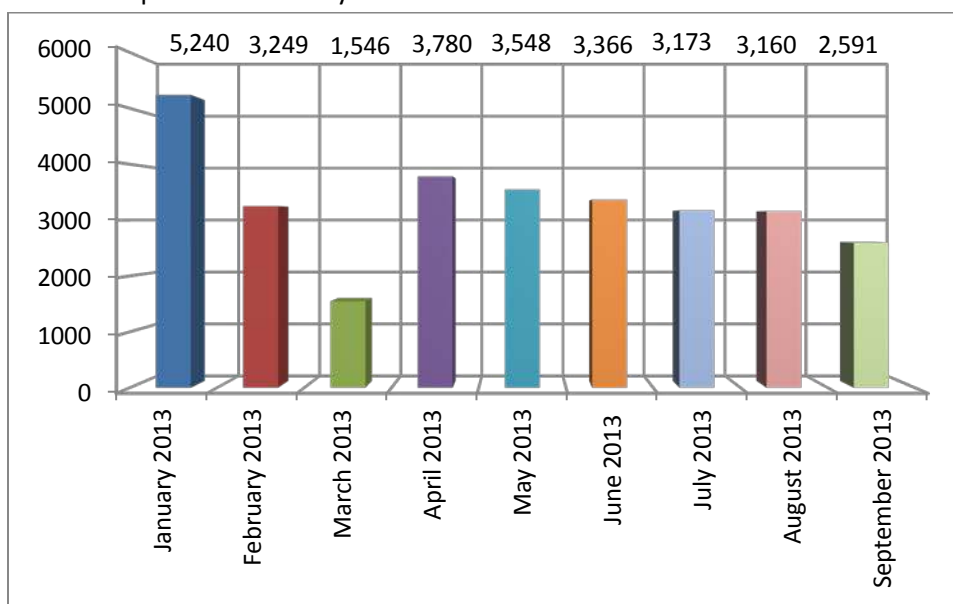
Seventy (46) total advertisements were placed in The Cordova Times during the quarter, equivalent to 8.38 pages of content. Public Notice items included Requests for Proposal, Invitations to Bid, Job Openings, and Legal Notices. Public information campaigns in the newspaper included, City Events/Special Services, "Atta-Boys"/Thanks, the new "What Do City Services Cost/Where Does Your Money Go?", and General Information for the public.

Public Information Campaigns (submitted to local and regional media as appropriate)

Information included weather alerts, safety bulletin re water, city services updates (refuse collection), personnel announcements (City Manager) and newcomer's briefing.

Web Site

The below chart depicts the monthly traffic on the web site.



The following additions/enhancements were made on the City's website during the period:

- New "What Do City Services Cost" section to promote "Where Does Your Money Go?" feature from the Cordova Times

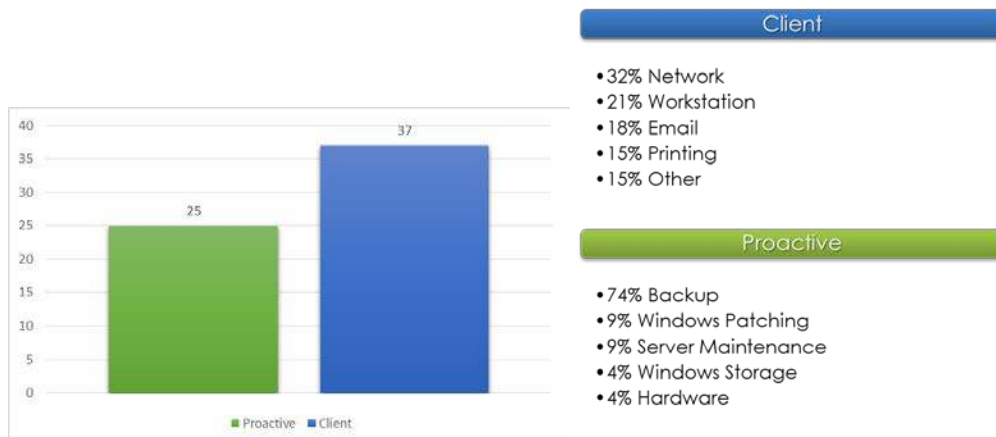
- Utility forms changed to a fill-in format and added to Document Central (electronic library)
- Section for the Cordova Center Committee under “Mayor and Council – Committee Work”
- Bidarki Summer Camp Video uploaded in stream-able format
- Revised Cordova Center page to include additional project resources and updates
- Added section of home page to allow “City in Action” feature with near-real time photos and updates
- Functionality was added for publicizing weather alerts
- Added a section for updates on the Alaska Marine Highway System closure

IT (Network and Systems)

During the quarter, an Internet Explorer update caused some difficulties with the City’s internet and web site, as neither the Windows XP systems (21 of 58) nor the City’s network server are compatible with IE10. As a result, some users are unable to fully access the City’s website from the workplace. In addition, no users can check their email via the internet using an IE10 browser. Upgrading the City server to a more current operating system (currently Windows 2003) or cloud-based technology will address the email issue. Upgrading the 21 systems from XP to Windows 7 will not only address the individual workstation issues but will also ensure that when Windows XP goes out of service in April 2014, the City’s network will not become vulnerable to potential security risks and service gaps resulting from the lack of Microsoft support.

The quarterly review of TotalCare Support for the third quarter highlighted the following:

- AIT installed over 2, 911 windows updates to our systems (compared to 1750 last quarter), and responded proactively to 25 issues flagged automatically through their alert system (as compared to 26 last quarter).
- AIT removed 14 malware and virus threats as part of the continuous anti-virus scanning (compared to 9 last quarter and 84 in the first quarter). The significant drop was a direct result of switching our service contract to the TotalCare Support method (24-7 remote access) vs. support-as-needed model (monthly on-site support).
- The Library upgrade to Destiny was finalized, moving the system from a Windows 2000 machine to an internet-based system that is tied into the Cordova Public School system.
- Future projects include developing a solid IT policy for users and a server replacement that will facilitate remote access, better sharing capabilities to increase the efficiency of the City’s electronic processes, and front-load technologies that will be full transportable to the Cordova Center.
- The following graphics summarize the trouble tickets managed during the period:



From: *Miriam Dunbar, Library Director, Cordova Public Library*

Allen Marquette was the featured guest at the end of Summer Reading Party on July 31. He showed several dinosaur fossils and explained different features on each. On August 29 we had our first OWL videoconference: "Introduction to the Great Barrier Reef". This was a live program from the Reef HQ Aquarium in Queensland, Australia, and was very well received by the over 50 patrons who attended.



Summer Reading kids planted potatoes in June. In early September they harvested them. Yum! Pizza Night was held on September 26. 88 children and parents had fun watching a pizza making demonstration, making wearable buttons and paper pizzas, and winning door prizes.





Planning Department Memorandum

To: Randy Robertson
From: Planning Department
Date: October 16, 2013
Re: 3rd Quarter Report

The purpose of this report is to summarize the major accomplishments of the Planning Department during the 3rd quarter of 2013 from July 1, 2013 to September 30, 2013.

- 18 Building Permits were issued this quarter with an estimated value of \$444,200.00
- Working with City Manager on PWSSC properties
- Working ADF&G and AC on lease terms
- CMC Chapter 19 FEMA Flood Map has been reviewed and approved by P&Z is now being reviewed by State Flood Coordinator for compliance with audit
- Assisted Michael Page, the State Mechanical Investigator during his visit. He was in town looking at construction jobs and reviewing contractors.
- Assisted Fire Marshal Bob Plumb while he was in town doing inspections.
- Working on formal response letter to DNR, Division of Parks and Rec about Land and Water Conservation fund grant. These conditions of these grants are in perpetuity and there were some issues/concerns at Nirvana, Tot Park and the Ski hill.
- Researching Adams ROW vacation
- Attended Bio-Swale meeting for the potential Bio-Swale meeting on Hospital property.
- Ski Hill contract signed!
- State Hazard Mitigation plan has been reviewed by State, FEMA, P&Z and City council and approved. City is in compliance with State requirement to have plan updated every 5 years.
- Worked with Agnew::Beck on A Summary of 3 Community Meetings for the South Fill Commercial Area. Report is being reviewed by P&Z and public, final version to City Council November 6th meeting
- Wrapping up seasonal land use permits in the Water Front Industrial
- Working on ROWs for snow removal



City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6100
Fax: (907) 253-6120
Email: policechief@cityofcordova.net
Web: www.cityofcordova.net

CITY OF CORDOVA

Office of Chief of Police

To: Mayor and City Council
Through: City Manager Randy Robertson
From: George Wintle, Chief of Police
Subject: 3RD Quarter 2013 Police Report
Date: October 8, 2013

PERSONNEL:

Officers Greg Rubio and Derrickk Torgerson are currently attending the Sitka Alaska State Trooper Training Academy and are scheduled to graduate November 15th 2013. After completion of the academy the Cordova Police Department will have six full time Officers including the Chief of Police. Chief Wintle will be attending their graduation for their achievements.

The Cordova Police Department advertised for two communications Clerks Positions. The positions have been filed during this Quarter with the Employment of Virginia Calvert and Kara Johnson. Virginia had begun and completed training under the supervision and direction of our Lead Dispatcher Nancy Gentry. Kara Johnson will begin training October 15th 2013

Weekly reports are being submitted to City Manager Randy Robertson to show the departments progress on projects and concerns.

PATROL

The Cordova Police Department received a total of 669 calls for service during the 3rd Quarter of 2013. From these calls for service a total of 82 investigative cases were generated and a total of 25 arrests were made.

From the months of June 30th through September 30th 2013 there were 39 citations issued, while 80 offenders were issued warnings for minor violations.

K-9 Activities:

Chief Wintle met with Officer Johns and discussed the future K-9 program and a proactive approach to using the animal for more drug interdictions. Officer Johns submitted a Plan of Action which included the use of the K-9 in assisting the probation officers in their monthly checks of probationers and their homes. Officer Johns indicated he had been involved on 12 separate occasions conducting security checks for the ERA Airlines evening flights, and numerous foot patrols through the month of September. A request is being made to the local Cordova School Board to allow random school locker searches.

Dispatch:

Sage Holms resigned from the Cordova Police department as Dispatcher effective October 4th due to a military transfer. This position is being filled by Kara Johnson effective October 15th 2013. Nancy Gentry attended an assistant seminar in Anchorage during the first week of September. Virginia Calvert completed AIMR security training for console usage.

James Thorne went to Anchorage to begin DMV training. He is scheduled to begin training with Natalie Webb who is our current DMV representative.

JAIL:

There were a total of 25 arrests made servicing a total of 55 days and 54.10 hours of served time.

DMV:

DMV was open for 47 days during this 3rd quarter. The number of customers assisted totaled 1728. Of those seen, 919 were served with transactions totaling \$49,751.00 of which \$35,565.30 was applied to the State of Alaska with the remaining \$14,185.70 being applied to the City of Cordova.

Natalie Webb became a Notary Public and can now assist the public with that service. The DMV office received a security mirror which helps our DMV rep with being able to view areas of the DMV office which are hard to see. This is a beneficial security measure.

TRAINING:

Greg Rubio and Derrickk Torgerson begin the Police Academy in Sitka, Alaska August 4th 2013 they are both scheduled to Graduate November 15th 2013. Chief Wintle attended training in Cordova with the fire department for Mass Casualty/Fatality Disaster Training. Chief Wintle also attended meetings with Department of Transportation to schedule airport security training for all police officers sometime in November. David Johnson attended INCOP Training a course to help enhance information collection skills and suspicious reporting on September 16th in Anchorage.

PUBLIC RELATIONS

Halloween safety bags will be passed out to elementary children in preparation of Halloween and the assorted activities the community has planned for children in the community. The bags will have some assorted safety flyers, police badge appliques, and coloring books. The bags will also have the Cordova Police Department imprinted on the bags. A new TIPS line has been initiated with the Police Department allowing the community to call in any tips about illegal activities, drug information, etc. The TIPS line is 424-8477 (TIPS) which will be monitored on a daily basis by the Chief of Police. It will be possible for callers to receive up to a \$500 dollar reward if the information leads to the arrest of an individual and the caller wishes to be identified.

PROJECTS / EQUIPMENT:

The project of organizing the Police Departments back bay area where impounded bicycles and other large items that are not stored inside the police department has been reviewed. A connex storage unit box will be used temporarily at the city auto impound lot. This connex storage unit will allow the department to store larger items of property that is found or recovered in a safer, more secure location. The Opportunity for training in a course for evidence storage, organization and disposal has presented itself in a training seminar that will occur in early December out of state. I am hoping to send the admin secretary to this training seminar if the department's finances allow this to happen.

Radar tuning forks have been collected from each police unit and have been shipped to the manufacturer for certification. This is an annual process which allows the patrol officer to testify in any court situation that the tuning forks were certified when using them for calibration standards on our patrol vehicle radar units. Each radar unit head

is also being sent one at a time for over view and repair from the same manufacturer in an attempt to further enhance each radar unit is working correctly in case of any court room testimony involving traffic violations. Our agency was successful with the consent from city council to purchase a used 2007 Ford Expedition from the local Forestry office. As of this date, this vehicle has not been received due to the federal government shutting down certain areas and furloughing employees.

Chief George Wintle
Cordova Police Department

City of Cordova
PUBLIC WORKS DEPARTMENT
3rd Quarter Report

July – August - September
2013

The Public Works Department undertook activities relating to each of our Divisions include the following:

STREET MAINTENANCE

It has been a busy summer,

Our electrical upgrade is over except for a small punch list, we are slowly getting things organized and back to where we can find them. The new lights are great and really brighten things up. We don't feel like we are in a cave anymore. Waiting in anticipation to see how it effects our electrical consumption. We tackled several drainage issues one on Railroad Row, Then the Fourth Street project, We Ran culvert and drains to the intersection and a culvert across the road at the top of Council, but ran into rock and out of time, so we are looking to finish up tying Council in next spring, this will alleviate much of the washouts we have on Council and further down the system on Browning. We finished up our project clearing up the ponds on South Second and Sawmill Ave. around the ballpark, by putting a couple of drains in and running several hundred feet of culvert. Plus dressing up the hillside along the fence. We spent a good part of July patching potholes with Little Willy, the paddles in the mixer are wore down to nothing and will need replaced this winter. There were several hundred pot holes patched and we recycled close to 50 yards of Asphalt.

We ended up with 2 tanks of chip seal oil instead of one, because the price of oil dropped. We put some maintenance coats on Davis, Browning and Fourth which was the plan. With the extra tank we put a seal coat on Second in front of the Moose and Railroad Ave. by the Swimming pool, Lower Council, and Adams by the Library, These patches over the Asphalt are just band aids to get us some time as the asphalt is wore out in these areas and we need to look at a permanent fix.

We hauled 500 yards of chips from Wilson Const.'s pit at 15 mile [50 truckloads]

We hauled our winter sand in from 9 mile which we purchased from Eagle Cont. 1500 yards [150 truckloads.

We also cut brush and trees, worked on signs. Swept roads, graded roads, pushed the burn pile, and a lot of our usual maintenance

We drained and prepared 5 autos and a motorhome and hauled to 17 mile from the impound yard. Had several towing callouts usually in the middle the night.

We helped the refuse several times with drivers as they are short operators, also have done work for water/sewer on several occasions. Most recently fixing the Meals Reservoir Road.

Had a heavy rain in early September and are still fixing ditches and washouts with Bills for road topping and fill running close to \$10,000

As October hits we are gearing up for snow and Ice and getting the equipment changed over. Petersons welding need some much needed refurbishing of the sand truck and are doing some tweaking to the snow plow. We also put a fresh coat of orange paint on the snow buckets.

We have had several Temps. Working for us this summer were Levi, John and Tim. I have been very pleased with their work. We also hired a new Operator to replace Erik, Jake Holley, he is working out nicely and it is good to have 4 operators again. After over 2 years. Looking forward to winter and more challenges.

Thanks Bill

WATER & WASTEWATER DIVISION

DAILY WORK DUTIES

Water Sources are checked daily/seven days a week for chlorine residual, turbidity, pH, UVT and general operations (Orca, Murcheson, & Meals). Three locations within the system are checked daily/ five days a week for chlorine residual, turbidity, and general operations (Harbor, Bidarki, & Hospital). Morning sewer lifts station checks (Whiskey Ridge, Murcheson, Eyak, Ferry Dock, Morpac, & Main lift station (South Second ST.)). Operate sludge dewatering system. Make polymer & Cl₂ for STP. Deliver bio solids to 17 mile. Routine lab work & plant maintenance.

WEEKLY WORK DUTIES

Collect bi-weekly coliform samples. Clean the Wastewater Treatment Plant and Lift Stations. Calibrate meters/monitoring equipment. Download/transfer all data from all three sources. Test/check back-up generators. Exercise Micro Screen Drums. Made/hailed chlorine for Wastewater Treatment Plant's clarifier & heads work to comply with APDES permit. Haul salt to Water Treatment Plants (Meals, Murcheson/Eyak, & Orca). Perform preventive maintenance on all vehicles & equipment.

MONTHLY WORK DUTIES

Quality control / Quality assurance for Lab. EPA/DEC wastewater reports, DEC water reports, DEC DBP (Disinfection Byproducts Rule) Reports. Read water meters. Deliver shut-off notices, disconnect for nonpayment. Collect monthly samples. Backwash filters at Eyak WTP. Check catchments. Drain, Cleaned/Wash Micro Screen Room & chlorine contact chamber, flush hydrants to freshen up water mains.

MISCELLANEOUS

- Performed 55 water sample test for customers (PWSAC, & other customers).
- Performed 56 locate, throughout the City limits where water/sewer mains are available.
- Performed 16 water shut-off/turn on, due to nonpayment, requested by the customers, or emergency shut-offs.
- Hauled load of chlorine to Meals WTP 12 times.
- Hauled load of chlorine to STP 40 times.
- Replaced Meals' volt isolator for chlorine generator.
- Gathered supplies for Trail Crew.
- Contacted Robby Matson with ADOT in regards to Murcheson dig along the Copper River Highway, for installing new power line for Murcheson lift station.

- Contacted Boreal Controls in regards to settings are unable to be change through SCADA system.
- 7/1/13 1900hrs responded to Orca High Turbidity Alarm, Out of service. Reset, put back on-line.
- 7/2/13 0800hrs responded to Orca low flow due line being air locked. Flushed air out and put back in full service.
- 7/2/13 1900hrs responded to Orca low flow due line being air locked. Flushed air out and put back in full service.
- Replaced diffuser in tank 1 & airlift valve in contact chamber on STP.
- Called out by dispatch on 7/3/13 0645hrs to Heney TC AA2 for water leak, water shut-off for repairs.
- Worked on Meals chlorine generator.
- Staff tried to track where white substance getting into the Wastewater Treatment Plant is originating from. The substance is lowering the pH of the WWTP, this state upsets the treatment process. Unsuccessful to track origin of white substance that lowered pH.
- Called out to Murcheson alarm 7/6/13 2200hrs.
- 7/7/13 Flushed Orca 0700hrs, 1100hrs, 1400hrs, & 2030hrs, cleaned filters at Murcheson WTP, & worked on Murcheson chlorine generator.
- Worked on Murcheson WTPs brine pump & troubleshoot cl2 gen (faulty contactor).
- Removed & replaced pump & motor #2 from Odiak lift station.
- 7/8/13 cleaned filters at Murcheson WTP.
- Worked on Murcheson cl2 gen.
- Checked on maintenance/repairs of Heney catchment and trail.
- Worked on OSHA check list.
- Vactored Refuse sewer line.
- Worked on Meals cl2 & water main leak to Meals water tank.
- 7/13/13 received call from dispatch in regards receiving a low water flow & pressure complaints. All storage tanks are low in water and all three water sources are unable to meet fish processing plants' water demand.
- Took Mixing zones samples, per Alaska Pollutant Discharge Elimination System (APDES) permit.
- Repair cl2 injector at Meals WTP.
- Raised manhole on Railroad Row.
- Met with Dave Sjostedt with Eagle Contracting in regards amending direction of sewer lateral on Railroad Row.
- Repaired manhole at Railroad Row. Patched source of inflow & infiltration (I & I).
- Located main valves at Alpine Subdivision Phase 4 & Phase 1 high pressure line, next to the booster station.
- Put in new conduit for Murcheson lift station, from Eyak/Murcheson WTP.
- Did maintenance on Murcheson & Orca brine tanks.
- Approved Melanie Towle & Linden O'Toole's water & sewer connection permit.
- Staff found 1400 Lakeshore #5 owner had illegally turned the water back on, by tampering with water service locking device. Police notified and water service was turned back off.
- Patched 6inch dewaterers' return line hose with duct tape.
- Worked on Murcheson cl2 gen.

- Turned in case report to CPD in regards to Theft of Service.
- Staff located manholes that needed to be raised & concreted.
- Repaired cl2 leak at Meals WTP.
- Checked depth of Ski Hill manhole for possible relocate of sewer service.
- Replaced fire hydrant on Whitshed Rd by City Shop.
- Performed open bore flush, pressure test, super chlorination, & bacterial tests at Alpine Properties Phase 4 & Phase 1 high pressure line.
- Super chlorinated water main on Alpine Properties Phase 4.
- Moved blower at STP, from position 3 to position 1.
- Unclogged pump #2 at Whiskey Ridge lift station.
- Worked on Eyak lift station sump pump, replaced check valve.
- Did water leak test at Center Drive with data loggers, found possible leak.
- Worked on Meals cl2 gen. Still out of service. Hauled cl2 to Meals WTP from Murcheson WTP.
- 8/3/13 & 8/4/13 hauled cl2 to Meals from Murcheson 1400hrs & 2000hrs.
- Hired on Donald Peck to Water & Sewer Division as Laborer/Maintenance II.
- Met with Don Sjostedt in regards to Henry Wall's water connection on Phase 1 high pressure line & Eyak WTP roof repair staging area.
- Help set up Vactor truck for Refuse Division.
- Whiskey Ridge lift station pump #2 not working, VFD tripped, reset, back in service.
- Checked on 4th St & Council Ave, and Council Ave & Railroad Ave.
- **No water coming out of Heney discharge line to Meals reservoir. Due to water leaks on Heney Trail water pipes.**
- Responded to Railroad Ave & Council for water main leak. Utility Technology hit 10 inch water main, with boring machine for GCI. Repaired with 10inch repair band.
- Trail crew found Heney pipe line leak and repaired it. Side of hill sloughing off, more repairs needed to support pipe line.
- Met with John Harvill with Alpine Properties, in regards to relocating water service line from low pressure water line to high pressure line in Phase 1.
- Unclogged pump #1 at Eyak lift station.
- Contacted Gene Wooden with Wilson Construction in regards to water leak repairs on 1400 Lakeshore Drive.
- Heney Trail Crew repaired water leak caused by land slide on Heney pipe trail.
- Contacted Dee High in regards to ADEC approval of Alpine Properties.
- Met Sam Greenwood with Planning in regards to Land Vacation on Third St & Fifth St.
- Responded to Murcheson alarm & checked Meals cl2 gen.
- Checked on High School dig & camera sewer service.
- Call out to Eyak lift station for high level alarm, pumps plugged with rags & grease. Unclogged pumps.
- Worked on waste oil burner.
- 8/9/13 1840hrs, called out to Orca & Meals WTP for high turbidity alarm.
- 8/10/13 0600hrs, 1300hrs, 1135hrs, & 1650hrs clean filters at Murcheson WTP.
- Responded to Odiak lift station high level and excessive run alarm.

- 8/11/13 0540hrs, 1330hrs, & 1840hrs clean filters at Murcheson WTP, flushed Orca line to release air lock. Responded to water leak report at Alpine Subdivision. Alpine valve leaking. Advised John Harvill of water leak.
- Repaired cl2 line at Meals & locate sewer main for Wilson Construction on Railroad Row, repaired valve box for Harbor Hydraulic.
- Checked on Eyak WTP roof repair.
- Checked on Alpine Subdivision valve repair, gasket blew out of flange.
- Staff meeting with New City manager intro at Mt. Eccles School.
- Inspected 201 Boardwalk Way sewer connection.
- Replaced air vacuum valve at Orca WTP.
- Worked on Whiskey Ridge lift station's pump #2 (VFD tripped).
- Checked water line sizes on canneries, for meter & backflow installation.
- Public Works Division met with City Manager.
- Worked on STP blowers (loose belts) and called out to Orca WTP for high turbidity alarm.
- Worked on unclogging sewer main on Breakwater ST, from Jim Poor Ln & Industrial Ln.
- 8/21/13 1600hrs, 1730hrs, 1900hrs, 2230hrs. Orca out of service due to high turbidity alarm. Cleaned filters at Murcheson WTP, water to turbid to use.
- Prepared Eyak Filter Plant to service if needed. Low water supply.
- Repaired cl2 to injector line at Meals.
- Worked on waste oil burner at STP.
- Cleaned STP plant.
- Inspected FH at Jim Poor Ln & Nicholoff Way.
- Troubleshoot Dewater process.
- Met with Planning Division regards to Linden O'Toole's Lot on Upper Council.
- Orca OOS due to high turbidity.
- Worked on Odiak LS pumps clogged with rags and air locked.
- Repaired fence on Eyak Filer plant pond.
- Locate sewer main at Ski Hill for Towle sewer connection.
- Patched Orca WTP roof.
- Removed Crickets (sewer data loggers) to be serviced.
- Called out to Orca, Murcheson, & Meals WTP.
- Tapped water service for Melanie Towle at Ski Hill Rd and inspected water/sewer connection.
- Cleaned sewer mains on Adams and Lake Ave.
- 9/6/13 2130hrs cleaned filters at Murcheson WTP.
- 9/7/13 0700hrs & 1700hrs, cleaned filters at Murcheson WTP & put Orca WTP back in service.
- Worked on Ferry Dock LS power gen set.
- Contacted Boreal Controls about SCADA not calling out for alarms. Responded to Murcheson high turbidity alarm.
- Worked on Meals cl2 injector line.
- CCTV sewer main on Chase for possible I & I (found sewer service under crawls space not sealed and letting ground water in). Advised owner of leak.
- Cleaned filters at Murcheson WTP.

- Water shut-off due to non-payment, police officer present during the shut-off process.
- Inspected water leak repair at 804 Chase Ave by Wilson Construction.
- Contacted ADEC in regards to sewer by-pass, due to heavy inflow to STP and blowing out STP bugs.
- Checked on Eyak WPT roof work.
- Replaced fire hydrant on Birch St.
- 9/17/13 1050hrs Water staff & Police Chief checked on 1400 Lakeshore Dr #5 to ensure water is still off. Off & no sign on tampering.
- Took City Manager, Josh Hallquist, plus Dario to Heney water catchment.
- Checked on man holes for I & I on Lake, Chase, & 2nd St.
- Checked on 6" water drain at Hospital.
- Unclogged pumps on Eyak & Odiak lift stations.
- CCTV 2nd St.
- 9/19/13 Cleaned filters at Murcheson WTP twice.
- Found travel trailer hooked up to sewer clean out at Reluctant Fisherman's Hotel.
- Checked sewer service at 804 Chase Ave, I & I repaired and sump redirected elsewhere.
- Reset cl2 gen at Murcheson WTP.
- Called out to Murcheson WTP for cl2 gen OOS. Adjusted settings, cl2 gen back in service. Check Meals cl2 residual.
- Repaired major I & I on Alaska Marine Highways septic tank into the sewer main on Ferry Dock. Notified Alaska Marine Highway.
- Responded to Odiak LS pump fault alarm. Notified Northern Light Electrical to troubleshoot problem. Found Soft starter faulty for 2 pumps. Parts ordered.
- Tried to locate valve box for 702 LeFevre. No luck finding valve.
- Repaired manhole hit by shop on Highland Drive.
- CCTV Second St & Spruce grove trailer court. Found I & I.
- Replaced tarp on cl2 tank on STP.
- Checked MH on Chase, Ferry Dock & Morpac LS with Josh Halquist in regards to roof & ceiling repairs.
- Go through CCTV videos.
- Vactored MH & sewer main on 3rd ST and Browning Ave.
- Checked on possible water leak on 303 First St. Just ground water.

Sincerely,
 Malvin Fajardo
 Water / Wastewater Superintendent

REFUSE

The third quarter of 2013 has been a productive time for the refuse department. Points of interest for the Refuse Department include:

- Labor was nearly equal to third quarter 2012 for a total decrease of 26 labor hours
- The new recycle program which is designed to be self-sufficient and independent of outside funding or support removed over 91,200 pounds of recyclables, 770 gallons of paint, and 7,898 pounds of electronic waste from going in the landfill. These are numbers are YTD.
- Processing paint in house saved \$9,666.
- 14% more refuse was collected and baled in the third quarter 2013 than third quarter 2012. Recycling reduced the impact on the landfill. Only a 7% increase was placed into the landfill; the rest was sold as recyclables.
- \$5,118 for recycled materials sold

Sincerely,
Brandon Dahl
Refuse Foreman



STATE OF ALASKA
DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT

Division of Community and Regional Affairs

Sean Parnell, Governor
Susan K. Bell, Commissioner
Scott Ruby, Director

October 1, 2013

CERTIFIED/RETURN RECEIPT REQUESTED
7010-2780-0000-5221-1200

RECEIVED
OCT 07 2013
City of Cordova

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

RE: 2013 FULL VALUE DETERMINATION

Dear Mayor Kallender:

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, 2013, the full and true value of taxable real and personal property within your municipality is as follows:

Real Property:	\$ 224,618,700
Personal Property	\$ 68,155,400
State Assessed Property (AS 43.56):	\$12,498,190
<hr/>	
TOTAL:	\$ 305,272,290

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 also allows for judicial review of the determination. If you have any questions concerning this full value determination for 2013, please contact our office at 269-4565 or 269-4605.

Sincerely,

Steve Van Sant
State Assessor

MEMO FROM CATHY SHERMAN, Cordova Center Project

DATE: October 4, 2013

TO: Mayor and City Council

SUBJECT: Cordova Center Committee

Currently the CC Committee stands as: Tim Joyce, Sylvia Lange, Dan Logan, Dave Reggiani, Randy Robertson, Sam Greenwood, Moe Zamarron, Jon Stavig and Cathy Sherman.

Proposed CC Committee: I would like to move the following names forward to serve on this hopefully final iteration of the committee: Tim Joyce, Sylvia Lange, Dave Reggiani, Native Village of Eyak Representative, Chamber of Commerce Representative, Business Community Representative, Prince William Sound Science Center Representative, Stage of the Tides Representative.

RECOMMENDED MOTION: Move to approve Mayor Kacsh's appointments to the Cordova Center Committee, to serve until the committee is deemed no longer necessary.

REQUIRED ACTION: Majority voice vote.

Memorandum

To: City Council
Thru: Planning Department Staff
Date: October 9, 2013
Re: South Fill Meeting Summary

PART I. BACKGROUND:

3/6/2012 P&Z forwarded Resolution 12-02 to City Council for formal planning of expansion of the South Fill Development Park.

3/21/2012 City Council accepted Resolution 12-02 from P&Z.

9/10/2013 Planning and Zoning reviewed and provided edits, referred to staff for edits to be made

10/8/2013 Planning and Zoning accepted the meeting summaries and forwarded to city council

After the March City council meeting planning staff worked with Shelly Wade from Agnew::Beck to facilitated 3 community meetings for the South Fill Commercial Area. The meetings focused on planning for the future. The projects that were identified and described will be further developed by Planning and Zoning.

The complete summary is available online at www.cityofcordova.net click on the government tab at the top of o the page, click on Planning, click south fill and the summary is at the top of the South Fill page. This is a summary of all the information and comments from the community meetings. A printed copy is available upon request.

Planning and Zoning and the Planning Staff wanted to provide the City Council with the opportunity to read the summary report. As the commission and staff further develop some of the projects form the report, City Council will be provided with the additional details.

Pending agenda:

Providence Review/Evaluation of Management - discussion item on a **future agenda**

Capital Priorities List Meeting - **December 2013, March 2014, June 2014, September 2014**

HSB Quarterly regular meetings **Jan ?, 2014; Apr 2, 2014; July 2, 2014; Oct 1, 2014**

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, Dan Logan, Randy Robertson, Sam Greenwood, Moe Zamarron, Dave Reggiani, Cathy Sherman

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

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

Public Services Building Design Committee: David Reggiani - Chairman, Chief George Wintle, vacancy, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer

E-911 Committee: Chief George Wintle – Chairman, Bret Bradford, Gray Graham, Dick Groff, Mike Hicks (and/or Paul Trumblee), David Allison, George Covel

Calendars:

3 months of calendars are attached hereto

Oct 2013; Nov 2013; Dec 2013

October 2013

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library		<i>1</i>	<i>2</i> time tba HSB LMR 7:30 reg mtg LMR	<i>3</i>	<i>4</i>	<i>5</i>
<i>6</i>	<i>7</i>	<i>8</i> 6:30 P&Z LMR	<i>9</i> 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	<i>10</i> Clerk out on vacation	<i>11</i> Clerk out on vacation	<i>12</i>
<i>13</i>	<i>14</i>	<i>15</i>	<i>16</i> 5:30 bdgt wksn LMR 7:30 reg mtg LMR	<i>17</i>	<i>18</i> Alaska Day City Hall Offices Closed	<i>19</i>
<i>20</i>	<i>21</i>	<i>22</i>	<i>23</i>	<i>24</i>	<i>25</i>	<i>26</i>
<i>27</i>	<i>28</i>	<i>29</i>	<i>30</i> 5:30 bdgt wksn LMR	<i>31</i>		Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library 88

November 2013

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library					1 Clerk out on vacation	2
3	4	5	6 7:15 pub hrg LMR 7:30 reg mtg LMR	7	8	9
10	11 Veterans' Day City Hall Offices Closed	12 6:30 P&Z LMR	13 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	14	15	16
17	18 <i>AML Conf Anchorage</i>	19 <i>AML Conf Anchorage</i>	20 5:30 bdgt wksn LMR (if needed) 7:30 reg mtg LMR	21 <i>AML Conf Anchorage</i> Clerk out on vacation	22 <i>AML Conf Anchorage</i> Clerk out on vacation	23
24	25 Clerk out on vacation	26 Clerk out on vacation	27 Clerk out on vacation	28 Thanksgiving City Hall Offices Closed	29 Thanksgiving City Hall Offices Closed	30

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December 2013

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