

Mayor
James Kallander

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

City Manager
Mark Lynch

City Clerk
Susan Bourgeois

Deputy Clerk
Robyn Kincaid

Student Council
Shyla Krukoff

**REGULAR COUNCIL MEETING
NOVEMBER 16, 2011 @ 7:30 PM
LIBRARY MEETING ROOM**

AGENDA



A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

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

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

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers - none
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions
(Harbor, HSB, Parks & Rec, P&Z, School Board)
 - a. Student Council Representative
 - b. Fisheries Advisory Committee report..... (page 1)

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

4. Record excused absence of Council member David Allison from the 11-02-11 Regular Meeting
5. Resolution 11-11-40..... (page 3)
A resolution of the City Council of the City of Cordova, Alaska, authorizing the disposal of City records that have no legal or administrative value or historical interest
6. Liquor License renewals – Council’s right to protest..... (page 9)
7. Resolution 11-11-41..... (page 14)
A resolution of the City of Cordova, Alaska, authorizing the City Manager to enter into an amendment extending a ground lease to the Department of Fish and Game

H. APPROVAL OF MINUTES - None

I. CONSIDERATION OF BIDS - None

J. REPORTS OF OFFICERS

- x. Mayor’s Report
- x. Manager’s Report..... (page 23)
- x. City Clerk’s Report..... (page 24)
- xx. Staff Reports
 - a. **Josh Hallquist**, COR, Cordova Center Project
 - b. **Cathy Sherman**, Cordova Center Phase 2
 - c. **Moe Zamarron**, Director of Public Works – City equipment..... (page 25)

K. CORRESPONDENCE

L. ORDINANCES AND RESOLUTIONS

M. UNFINISHED BUSINESS

- xx. MRV Contract Amendment #11, Cordova Center Phase II..... (voice vote)(page 26)

N. NEW & MISCELLANEOUS BUSINESS

- xx.** Council approval of disposal of City property..... (voice vote)(page 32)
- xx.** Request for Purchase of City land, Lot 7A Block 14 Tidewater DP..... (voice vote)(page 34)
- xx.** Council approval of P&Z Resolution in re Land Disposal Maps..... (voice vote)(page 39)
- xx.** Pending Agenda and Calendar..... (page 52)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

- xx.** Council Comments

Q. EXECUTIVE SESSION

- xx.** Cordova Center Financial Update
- xx.** Financial update regarding Sound Developer
- xx.** Personnel salary review and union negotiations

R. ADJOURNMENT



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

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

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

November 7, 2011

To: Cordova City Council members

Fr: City of Cordova Fisheries Committee

Re: City of Cordova 2011 Board of Fisheries comments

The City of Cordova Fisheries Committee met November 7, 2011, at the request of Mayor Jim Kallander to review proposals before the 2011 Board of Fisheries and make recommendations on written comments the Council may wish to submit on behalf of the City of Cordova by the November 18 deadline. The Board meetings are December 2-7, 2011, in Valdez, Alaska.

Committee members present were: Torie Baker, Dave Reggiani, Jeremy Botz, John Bocci, and Ken Roemhildt. For the Council's information, Mr. Botz is an employee of the Alaska Department of Fish and Game. As such, he does not take a position on Board of Fisheries proposals and is serving on this committee for this topic in an information capacity only.

The committee (Mr. Botz abstaining) recommends the following:

- **Oppose proposals 51, 53, 113 and 114.** See attached.
- **No action on Proposal 50:** The committee supports proposal 50 in concept, but due to a lack of clear action being requested of the Board, recommends taking "no action".

Attached is a summary of input the committee generated to assist the Council.

The committee reviewed other proposals and did not identify any additional proposals to refer to the Council at this time.

Also as requested, the committee reviewed **RC-4 "PWS Management Area Escapement Goal and Stock of Concern Memo"**. The Department reviews escapement goals on a three-year cycle; this memo was submitted to the Board at their October 3-4 work session. We were informed the Department has yet to release the background report for these recommendations. Therefore the committee agreed it could not provide any comments to the City until this report is available.

Written comment is due by 5PM, Friday November 18, 2011, to: Board of Fisheries, Alaska Department of Fish and Game Board Support, PO Box 112556, Juneau, AK, 99811, Fax: 907-465-6094.

City of Cordova Fisheries Committee
Comments on selected 2012 PWS Board of Fisheries proposals

1.) Proposal 50 – 5 ACC 27.365 PWS Herring Management Plan; 5 ACC 39.210 Management plan for high impact emerging fisheries. Clarify thresholds needed to open herring fishery in PWS

- Herring fisheries along with crab, skate, shrimp, clam are cyclical in nature, and management plans are constantly reviewed.
- While this proposal doesn't appear to identify specific action to be taken by the Board, the City supports sound biological management in tandem with expanding markets and thereby increasing fishery profitability for all permit holders and the community.

2.) Proposal 51 - Customary and traditional subsistence uses of fish stocks and amount necessary for subsistence uses. Review the Copper River District salmon subsistence fishery C&T.

- The customary and traditional subsistence use of salmon in the Copper River region by Alaska Natives for 10,000 years as well as by Cordova residents for over 100 years is well documented.
- The 2003 C&T Worksheet used by the Board to review all available data regarding the C&T eight criteria very accurately reflects this community's continued multi-generational dependence and use of Copper River salmon stocks.
- As an isolated, heavily fish-dependent coastal Alaskan community, Cordova's resource harvest and use patterns epitomize all subsistence criteria.

3.) Proposal 53 - Prince William Sound Subsistence Salmon Fisheries Management Plan; 5 AAC 01.645. Subsistence bag, possession, and size limits changes.

- Current subsistence districts and harvest levels amply provide for the respective needs of each community.
- PWS remote villages have specific harvest areas, local licensing requirements, and adequate harvest levels in place.
- Supplemental provisions of the proposal throughout PWS are unwarranted

4.) Proposals 114 & 115 - 5 AAC 24.370. Prince William Sound Management and Salmon Enhancement Allocation Plan. Reduce hatchery production of chum salmon in PWS

- Hatchery chum production is a significant portion of PWS commercial salmon harvest
- The expanding market for all Alaska chum salmon is being realized due in large part to the enhanced components of chum runs throughout the state. Foreign producers readily fill any reduction in world market share of Alaskan salmon.
- Cordova, PWS regional ports and the State of Alaska continue to greatly benefit from raw fish taxes, processing jobs, transportation and individual income derived from these well-managed and healthy stocks.

A MEMO FROM ROBYN KINCAID, DEP. CITY CLERK

DATE: November 7, 2011
TO: Mayor and City Council
CC: File
SUBJECT: Resolution 11-11-40

The attached resolution authorizes disposal of City records. This is the tenth destruction list since the City adopted an updated records retention schedule approved by the State of Alaska. The records on the attached list are mostly from the Clerk's Department and the Finance Department. The City of Cordova Record's Management Policy which was approved by Council on May 7, 2003, allows for the destruction of records that are deemed "without legal or administrative value or historical interest." The City attorney as well as Cathy Sherman, Information Services Director have reviewed the destruction list and concur that these items are in fact, "without legal or administrative value or historical interest."

Recommended Motion: Move to approve Resolution 11-11-40.

Staff Recommendation: Majority voice vote.

**CITY OF CORDOVA, ALASKA
RESOLUTION 11-11-40**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, AUTHORIZING THE DISPOSAL OF CITY RECORDS THAT HAVE
NO LEGAL OR ADMINISTRATIVE VALUE OR HISTORICAL INTEREST**

WHEREAS, the City Council adopted the Local Government Records Retention Schedule as approved by the State of Alaska; and

WHEREAS, according to the Local Government Records Retention Schedule, and the City Attorney, the attached list is of City records (exhibit A) that no longer have legal or administrative value or historical interest and are scheduled for disposal.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes the disposal of City records described on the attached list. These records have been found to have no legal or administrative value or historical interest.

PASSED AND APPROVED THIS 16th DAY OF NOVEMBER, 2011.

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

CERTIFICATE OF RECORDS DESTRUCTION

LIST NUMBER: #10

This form documents the destruction of public records in accordance with Resolution _____ adopted on _____

1) Municipality CITY OF CORDOVA, ALASKA		2) Departments Records included in list: Clerk, Finance, Planning, Legal and Human Resources			
3) Person Completing Form		4) Address PO BOX 1210, CORDOVA, AK 99574		5) Phone 907-424-6248	
6) RECORDS TO BE DESTROYED					
a) Schedule and Records Series No.	b) Records Series Title	c) Date Range (mo/yr)	d) Location	e) Volume	f) Method of Destruction
<div>See attached Excel spreadsheet and/or print out for complete list of boxes to be destroyed in a joint burn effort of the Clerk's office and the Public works Department</div>					

DESTRUCTION APPROVALS

We certify that the records listed above have been retained for the scheduled retention period, required audits have been completed, and no pending or ongoing litigation or investigation involving these records is known to exist.

7) _____ Approving Official (print name)	_____ Signature	_____ Date
8) _____ Designated Records Office (print name)	_____ Signature	_____ Date

9) Records Destroyed By: _____ Name (print or signature)	Date of Destruction: _____
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exhibit A

Department	Retention Code	Descriptions	Files Years	Retention	Year-To-Destroy	Date Destroyed	Series Number	Location	Box Number
Clerk	CG-2	City council Meeting Packets 2000 w/Pub Hrg agendas (w/clerks notes & add'l mat'l)	2000	10	2011		.020.1	CCMC	82
Clerk	AF-10, LIC-1	Paid Property Tax, Business License, Cash Receipts	2004	3	2008			CCMC	227
Clerk	CG-1, CG-2	City Council Meeting tapes - Public Hearings & Meetings 2004 (transcribed)	2004	5	2011			CCMC	341
Clerk	AF-1	2004 Paid Property Tax	2004	3	2008			CCMC	347
Clerk	AS-2	Property tax assessment notices 2004	2004	6	2011			CCMC	363
Clerk	AF-1	Paid Property Tax bills	2006	3	2010			CCMC	428
Clerk	AF-1	Paid Property Tax	2005	3	2009			CCMC	430
Clerk	AF-1	2007 paid property tax	2007	3	2011			CCMC	453
Clerk	EL-1	Gen Election Ballots	2010	1 month	2010			CCMC	511
Clerk	EL-1	Gen Election Ballots	2009	1 month	2009			CCMC	512
Clerk	EL-1	Special Election Ballots - November	2008	1 month	2008			CCMC	513
Clerk	EL-1	Official Election Ballots	2007	1 month	2007			CCMC	514
Clerk	GO-2	Clerk Reading files	2009	1	2011			CCMC	587
Clerk	GO-14, LEG-3, AS-2	00 Pro Tax, 03/04 sm claims, 82-04 SRC expt	82 - 04	3-6	2011			CCMC	588
Clerk	GO-1	Vista Volunteer Projects	2001	5	2007			CCMC	590
Clerk	CG-3, GO-1, EBW-26, AS-4	97/98Tax cap petition, 02/03NPTS, 98/00 Assor Coorsp, 96/97 DEC Water Treatment, 97/98 Asmt appeals, 89 Tax requests	1996-2003	3 - 6	2010			CCMC	591
Clerk	AS-2, GO-1, HRM-15, PZC-3, CG-1, AS-4	03 Asmt Ntc, 05-06 Prop Tax coorsp, 02-06 Tax requests, 04-05 NPTS, 03 Clerk Training, 01 Traylor Park violations, 97-99 BOE &	97 - 06	3 - 6	2010			CCMC	592
Clerk	GO-2	Clerk Reading files	2007-2008	1	2010			CCMC	593
Clerk/PW	EL-2, EBW-31	Election Materials no longer needed 2000-2005/ water meter readings	2000-2005	4&6	2011			CCMC	387
Finance	AF-9	Daily Posting Journal 1/00 - 6/00	2000	3	2004		200.7	CCMC	24
Finance	AF-9	Daily Posting journal 7/00 - 12/00	2000	3	2004		200.7	CCMC	26
Finance	PAY-11	Payroll Reports #1	2006	4	2011			CCMC	411

exhibit A

Department	Retention Code	Descriptions	Files Years	Retention	Year-To-Destroy	Date Destroyed	Series Number	Location	Box Number
Finance	PAY-11	Payroll Reports #2	2006	4	2011			CCMC	412
Finance	PAY-4	Payroll Deductions #1	2006	4	2011			CCMC	413
Finance	PAY-4	Payroll Deductions#2	2006	4	2011			CCMC	414
Finance	PAY-11	Payroll month-end report	2002-2005	4	2011			CCMC	415
Finance	PAY-5	Payroll timesheets	2006	3	2011			CCMC	416
Finance	PAY-5	Payroll Paystubs	2006	3	2011			CCMC	427
Finance	PCG-2, AF-1	Finance records, great plains contracts, AR monthly reports	2002-2007	3	2011			CCMC	452
Finance	AF-1	AP checks "A"	2007	3	2011			CCMC	456
Finance	AF-1	AP checks "D - GV Jones"	2007	3	2011			CCMC	457
Finance	AF-1	Utility reports Jan - April	2007	3	2011			CCMC	458
Finance	AF-1	AP checks "P - Seamans"	2007	3	2011			CCMC	459
Finance	AF-7	Bank reconciles Cash	2007	3	2011			CCMC	460
Finance	AF-1	AP checks "H - J"	2007	3	2011			CCMC	462
Finance	PAY-5	Time Sheets / Check stubs	2007	3	2011			CCMC	464
Finance	AF-1	Utility Reports Sept - Dec	2007	3	2011			CCMC	465
Finance	AF-1	Misc. CR Jan - May	2007	3	2011			CCMC	466
Finance	AF-1	AP checks Seattle Mac - XYZ	2007	3	2011			CCMC	468
Finance	AF-1	AP checks "K - O"	2007	3	2011			CCMC	469
Finance	AF-9	Accounts payable posting reports Aug - Dec	2007	3	2011			CCMC	470
Finance	AF-1	utility deposits May - Aug	2007	3	2011			CCMC	471
Finance	AF-1	Misc. Cash receipts June - Dec	2007	3	2011			CCMC	473
Finance	PAY-5	Time Sheets / Check stubs	2007	3	2011			CCMC	474
Finance	AF-7, AF-1	Jan 06-Dec 06 Reconcile Bank statements	2006	3	2011			CCMC	475
		Harbor DMV receipts/ charges							
Finance	AF-9	Accounts payable posting reports Jan-July	2007	3	2011			CCMC	476
Finance	AF-9	Accounts payable Check stubs	2007	3	2011			CCMC	477

exhibit A

Department	Retention Code	Descriptions	Files Years	Retention	Year-To-Destroy	Date Destroyed	Series Number	Location	Box Number
Finance	AF-1	Accounts payable CDV "electrical - craig taylor"	2007	3	2011			CCMC	478
Finance	AF-1	Sales Tax J-P	2004-2007	3	2011			CCMC	490
Finance	AF-1	Sales Tax A-B	2004-2007	3	2011			CCMC	491
Finance	AF-1	Sales Tax B-C	2004-2007	3	2011			CCMC	492
Finance	AF-1	Sales Tax C-I	2004-2007	3	2011			CCMC	493
Finance	AF-1	Sales Tax "C"	2004-2007	3	2011			CCMC	494
Finance	AF-1	Sales Tax P-S	2004-2007	3	2011			CCMC	495
Finance	AF-1	Sales Tax S-Z	2004-2007	3	2011			CCMC	496
HR	PCG-3	Closed Grants	1999-2005	3	2009			CCMC	537
HR	PCG-3	Closed Grants	2007	3	2011			CCMC	540
HR	PCG-3	Jr. Sr. High Renovation Grant	2005	3	2009			CCMC	541
Legal	LEG-3	Lawsuit - Kopchak vs City (Keep 6 yrs after settlement/destroy if not a landmark/historical case)	2004	6	2011			CCMC	334
Planning	CG-1	P&Z commission Meetings Jan 99 - Dec 00	1999-2000	5	2006			CCMC	88
Planning	CG-1	P&Z Packets with Audio	2005	5	2011			CCMC	450

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: November 1, 2011

TO: Mayor & City Council

SUBJECT: Liquor License Renewals

The Clerk's office has received notification that the following local establishments have applied for renewal of their liquor licenses with the State Alcoholic Beverage Control Board. Police Chief Griffiths and Finance Director Ashley Royal have advised that there is no reason for the City of Cordova to file protests against either of these applications.

Licenses:

Alaska Commercial Company; Package Store; License #3410

Baja Taco; Restaurant/Eating Place-Public Convenience Seasonal; License #4786

Recommended motion: move to waive Council's right to protest the ABC Board's approval of the applications for renewal of Alaska Commercial Company's Package Store Liquor License #3410 and Baja Taco's Restaurant/Eating Place-Public Convenience Seasonal Liquor License #4786.

Required Action: Majority voice vote or approval of the consent calendar.



State of Alaska

Department of Public Safety

Alcoholic Beverage Control Board

Sean Parnell, Governor
Joseph A. Masters, Commissioner

November 10, 2011

Renewal Application Notice - Cordova

City of Cordova
Attn: City Clerk
VIA EMAIL: cityclerk@cityofcordova.net

DBA	Lic Type	Lic #	Owner	Premise Address
Alaska Commercial Company #235	Package Store	3410	Alaska Commercial Company	106 Nicholoff Way
Baja Taco	Restaurant/Eating Place-Public Convenience Seasonal	4786	Andra Doll	1 Harbor Loop Rd

We have received a renewal application for the above listed licenses within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

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

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

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

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

Alcoholic Beverage Control Board
5848 E Tudor Rd - Anchorage, AK 99507 - Voice (907) 269-0350 - Fax (907) 272-9412

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 13 AAC 104.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 13 AAC 104.335(a)(3), AS 04.11.090(e), and 13 AAC 104.660(e) must be approved by the governing body.

Sincerely,

/s/ Christine C. Lambert

Christine C. Lambert

Records & Licensing Supervisor

269-0359

Christine.lambert@alaska.gov



Cordova Police Department

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

November 1, 2011

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

Re: Alaska Commercial Company, #3410

Dear Susan,

I am aware of one instance (on February 23, 2011) where an attendant at the Alaska Commercial Company Liquor Store sold to an underage buyer (who was working undercover for the Alcoholic Beverage Control Enforcement Team). The Alaska Commercial Company did not tolerate the sale to the underage buyer and the attendant lost their job. Therefore, I have no reason to protest the renewal of the liquor license for the Alaska Commercial Company, #3410.

Sincerely,

A handwritten signature in black ink, appearing to read "RE Griffiths".

Robert E. Griffiths
Chief of Police



Cordova Police Department

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

November 1, 2011

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

Re: Baja Taco, #4786

Dear Susan,

I have no reason to protest the renewal of the liquor license for Baja Taco #4786.

Sincerely,

A handwritten signature in black ink that reads "RE Griffiths". The signature is fluid and cursive.

Robert E. Griffiths
Chief of Police

MEMO

To: Cordova City Council and City Manager
From: Planning Staff
Date: 11/10/2011
Re: Alaska Department of Fish and Game Lease Extension

PART I. BACKGROUND:

The Alaska Department of Fish and Game contacted the city on September 21, 2011 asking for an extension on their current lease that was set to expire in June of 2013. Fish and Game was considering investing additional funds into the buildings that are currently on the leased property and wanted some assurance that the lease would be extended prior to making the investments. An extension was requested for 5 years and a lease amendment was drafted by the lawyer.

PART II. SUGGESTED MOTION:

“I move to approve Resolution 11-11-41.”

**CITY OF CORDOVA, ALASKA
RESOLUTION 11-11-41**

**A RESOLUTION OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE
CITY MANAGER TO ENTER INTO AN AMENDMENT EXTENDING A GROUND
LEASE TO THE DEPARTMENT OF FISH AND GAME**

WHEREAS, the Alaska Department of Fish and Game (“ADFG”) has rented property from the City for many years through a ground lease; and

WHEREAS, the ground lease expires in June of 2013 but the ADFG wants to add improvements to the property immediately if the City of Cordova, Alaska ensures that the ADFG’s lease of the property will be extended; and

WHEREAS, it is in the City’s best interest to support the ADFG’s use of the property and its lease of the property; and

WHEREAS, the City administration proposes amending the lease and permitting an extension of that lease so long as the terms of the original ground lease remain in force and the rent rate is increased at the time the original ground lease would have expired;

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes the City Manager to enter into an amendment to the ground lease between the parties with substantially the same content as the lease amendment attached to this resolution as Exhibit A. The City Manager is hereby awarded the authority to revise, amend or modify the language to Exhibit A as necessary to protect and promote the City’s interests in executing the lease amendment attached hereto as Exhibit A.

PASSED AND APPROVED THIS 16th DAY OF NOVEMBER, 2011.

James Kallander, Mayor

Attest:

Susan Bourgeois, City Clerk

AGREEMENT AND AMENDMENT OF GROUND LEASE

This AGREEMENT AND AMENDMENT OF GROUND LEASE between the City of Cordova, Alaska ("City" or "Cordova") and State of Alaska Department of Fish and Game ("ADFG") is made this _____ day of November, 2011, by and between the City and ADFG (collectively referred to as the "Parties"). This Agreement and Amendment of Ground Lease is hereinafter referred to as the or this "Amendment."

RECITALS

WHEREAS, the City entered into a Ground Lease with ADFG with a commencement date of July 1, 2003 and an expiration date of July 1, 2013;

WHEREAS, under the terms of the Ground Lease. ADFG leased certain real property and facilities from the City ("the Property"); and

WHEREAS, ADFG has requested that the Ground Lease be extended prior to its expiration date since ADFG is considering investing additional funds in upgrading some of the buildings located on the Property and does not want to invest such funds without ensuring that the terms of the Ground Lease, as amended by this Amendment, will continue for the next five (5) years,

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** The term of the lease shall be extended and the Ground Lease shall expire on June 30, 2018, which is five (5) years after the original expiration date of June 30, 2013. The new expiration date of June 30, 2018 shall hereafter be called the "Expiration Date."

2. **Rent.** Rent shall continue at the rate of \$_____ until the original expiration date of June 30, 2013. Beginning June 30, 2013, rent shall be increased to Eleven Thousand Five Hundred Fourteen Dollars and Twenty-Five cents (\$11,514.25) per year and shall be paid on annual basis on June 30th of each year starting June 30th 2013. Rental rates shall be subject to market based increases as provided in the Ground Lease.

3. **Ground Lease.** All provisions, terms and conditions of the Ground Lease, except as specifically amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their respective names as of the date first above written.

STATE OF ALASKA
DEPARTMENT OF FISH AND GAME

CITY OF CORDOVA, ALASKA

By: _____

By: _____

Its: _____

Its: _____

ALASKA DEPARTMENT OF FISH AND GAME
DIVISION OF ADMINISTRATIVE SERVICES
Procurement Section

SEAN PARNELL, GOVERNOR

P.O. BOX 115526
JUNEAU, AK 99811-5526
PHONE: (907) 465-4133
FAX: (907) 465-6181

September 21, 2011

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

RE: Ground Lease extension

Mr. Lynch:

The Alaska Department of Fish and Game currently leases a parcel of land, Lot 5A, Block 3, Odiak Park Subdivision, from the City of Cordova on a Ground Lease (copy enclosed). On that parcel, the state has a 5,000 square foot warehouse that is shared between the Department of Fish and Game and the Department of Public Safety. In addition, we have a couple of smaller storage buildings and two container vans, as well as yard storage.

The ground lease will expire on 6/30/2013. The department is considering investing additional funds in upgrading some of the buildings but would like to request an extension of five years or more to the ground lease before doing so.

Would the City be willing to extend the ground lease at least five years at this time?

Please let me know as soon as possible so we can proceed with the planning process.

Sincerely,

Bill Jackson

Bill Jackson
Lands & Leasing Coordinator
E-mail: william.jackson2@alaska.gov

**CITY OF CORDOVA
Cordova, Alaska**

GROUND LEASE

THIS LEASE ("Lease") by and between the **CITY OF CORDOVA**, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and **STATE OF ALASKA DEPARTMENT OF FISH AND GAME** doing business in Cordova, Alaska ("Lessee").

RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska generally described as Lot 5A, Block 3, Odiak Park Subdivision (referred to hereinafter as the "Premises"); and

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

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

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

1. LEASE OF PREMISES

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

2. LEASE TERM

The term of this Lease shall be ten (10) year, commencing on **July 1, 2003** (the "Commencement Date") and expiring ten (10) years later, on **June 30, 2013**, unless earlier terminated in accordance with the terms of this Lease.

3. RENT

A. Base Rent. The rent during the term of this Lease shall be Seven Thousand Six Hundred and Ten Dollars (\$7,610) or (\$634.17) in twelve monthly installments (the "Base Rent"), which shall be due and payable in advance on the Commencement Date of this agreement. Base Rent shall be paid to the City in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address provided for notice to the City set forth in Section 20.E of this Lease, or at any other place that the City may from time to time direct in writing. Base Rent shall be paid promptly when due without notice or demand therefor. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee. As required by the CMC Section 5.22.040(C), any lease having a term of more than two (2) years shall be subject to a rental adjustment to fair market value at intervals of no more than two (2) years, but no adjustment shall result in a reduction of rent.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 and all other sums, costs, expenses and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (the "Additional Charges").

cause a cancellation of any insurance policy covering the Premises. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent. Lessee shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

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

5. REPRESENTATIONS AND WARRANTIES

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

6. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

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

7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (1) the maintenance and repair of the Premises and shall not commit or allow any waste upon the Premises; (2) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (3) all utilities and services needed for Lessee's use of the Premises; (4) all assessments levied against the Premises, and Lessee agrees to pay all such assessments as and when they become due, including but not limited to all utility bills and special assessments levied and unpaid as of the date of this Lease or hereafter levied for public improvements; (5) all licenses and excise fees with respect to the business and activities conducted on the Premises.

8. LIENS

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

substance" under any such law or regulation.

10. INSURANCE

Lessee shall procure and maintain, at Lessee's sole cost and expense, the following policies of insurance with a reputable insurance company or companies satisfactory to the City:

(1) Commercial general liability insurance in respect of the Premises and the conduct of Lessee's business and operations, naming the City as an additional insured, with minimum limits of liability of Ten Million dollars (\$10,000,000.00) per accident or occurrence for bodily injury and death, and property damage for each occurrence;

(2) Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such terms as are satisfactory to the City;

(3) Personal property insurance covering Lessee's trade fixtures, furnishings, equipment, and other items of personal property of Lessee located on the Premises; and

(4) Workers compensation insurance, and such other insurance as is required by law.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Prior to commencement of the Lease term, Lessee shall provide the City with proof of the insurance required by this Section 10.

11. REMOVAL OF PROPERTY

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

12. DEFAULT AND REMEDIES

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

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

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

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

13. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction to the Premises, nor for any injury caused thereby to the property of the Lessee or any sub-lessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

14. VACATION BY LESSEE

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

15. RESERVATION OF RIGHTS

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

16. SIGNS

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

17. HOLDING OVER

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

18. EMINENT DOMAIN

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

continue in full force and effect with respect to any other existing or subsequent breach.

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

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

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

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

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

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

N. Authority. Lessee represents that Lessee has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Lessee hereunder as set forth above. Lessee further represents that Lessee has the necessary power to authorize and direct the officer of Lessee whose name and signature appear at the end of this Lease to execute this Lease on Lessee's behalf.

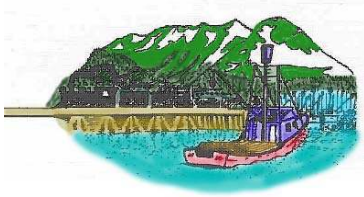
O. Exhibits. Exhibit A to this Lease is hereby specifically incorporated into this Lease.

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

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

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

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



City of Cordova
602 Railroad Ave.
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Phone: (907) 424-6200
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Email:

citymanager@cityofcordova.net

CITY OF CORDOVA

Office of City Manager

November 9, 2011 Manager's Report (for 11/16/11 Council meeting)

Union Contract: Negotiations will begin November 14th.

Budget & Fees: In process. Most of my time was consumed during this period preparing budget and documents for our budget worksessions.

Hospital Contract: Final drafts are being exchanged and reviewed.

Sound Developer: Have had meetings with Coast Guard and latest report is that work will begin the week of November 14th.

Breakwater Extension: Mayor Kallander and I have met with Harbormaster Muma to discuss the RFP and permitting process for the breakwater and a possible fill project to the north of the breakwater extension in the area of the T Dock.

Floating Dock by North Fill Ramp: Mayor Kallander and I have met with Harbormaster Muma to discuss the RFP and permitting process for this project.

EDA, USDA, PWSEDD meeting seeking project funding: Attended on November 4th along with John Bitney. I came away with some useful information, some of which I have passed to Cathy Sherman and some of which can be potentially used for funding of other projects. EDA seemed to have the most interest in the south fill project and the shipyard building. All funding is based on job creation, and is getting harder to obtain.

AMMA & AML Meetings: Attended these in Fairbanks from November 7-11. Many topics were discussed, but first day sessions concerning negotiation of labor contracts in Alaska were interesting and beneficial. I'll prepare a more thorough report after I return. I am writing this from my motel at the conference.

CITY CLERK'S REPORT TO COUNCIL

November 16, 2011 Regular Council Meeting

Date of Report: November 8, 2011

Council/ Mayor Matters: completed post-11/02/11 regular meeting clean-up, printing, signing, scanning, advertising, distributing and posting on City website, minutes, ordinances, resolutions etc.; completed pre-11/16/11 regular meeting & pre-11/15, 17, 21 & 22 budget work session prep, compiling, writing, editing, minutes, resolutions, ordinances, other agenda items from different departments, attorney, manager, Mayor or Vice-Mayor and Council; post agendas and packets to City website

Worked closely with **Tracy Merritt** to get all necessary information for the budget work sessions on November 15, 17, 21, 22 – in the absence of the Finance Director

Property Tax Matters/ Deputy Clerk: we handled everyday responses to property tax requests from banks, mortgage companies, citizens, other departments; **Robyn** entered updates made by the Assessors during their fall visit in preparation for 2012 tax roll

Records Requests: received a request for a copy of the referendum petition – copied for requester; **Robyn** is working on a property tax bill (old copies) request

Invoices: coded, approved & submitted regular department bills for payment to accounts payable; signed City payroll and accounts payable checks

Attorney Contact: conferred with Holly on ordinances, referendum petitions, contracts

Travel/ Training: November 18 (Friday night) there is a scheduled Council/City Board and Commission member training session from 6 – 8pm (the Foraker Group presenter has given the local government training at AML before – we are lucky to have this inexpensive, local opportunity)

General Office: coordinated with local newspaper editor concerning a City flat rate advertising budget; newspaper to begin circulation again on Friday November 18; posted HSB and School Board packets to City website

Cemetery: researched cemetery records for an upcoming burial in the spring – conferred with Dixie Lambert (previous Clerk & cemetery guru)

Elections: edited the election timeline to take into account the Friday printing of the Cordova Times; sent timeline to **Holly** to analyze dates for referendum petition; began analysis of referendum petition for “legality” and “sufficiency” as per Code 2.56.014; received most up-to-date voter list for use in comparing to referendum petition signers

Other: continued corresponding via telephone and email with Whittier, Valdez and Bill Rolfzen with the State in re Shared Fisheries Business Tax – should have more to report at next Council meeting; continue compiling letters of interest for vacancies on boards and commissions – Library Bd has 3 seats coming available; P&Z has 3 seats coming available and P&R has 1 seat – there have been 8 letters turned in– these should be appointed at the Dec 7 meeting; advertised meeting of the Fisheries Advisory Committee – a report from their recent meeting is in your packet tonight

Memo

To: Mayor and City Council
From: Moe Zamarron, Director of Public Works
CC: Mark Lynch, City Manager
Date: November 09, 2011
Re: City Equipment

The Department of Public Works for the City of Cordova has been taking specific and planned steps toward more efficient use of the City's resources, particularly where vehicle and equipment usage is involved. One of the most effective applications of this process has been to encourage cooperation between the divisions within the Department through open communications and equipment sharing. The advantage is already being realized at the bottom line in the City's budget with savings in labor and overhead costs.

A significant example is with the recent purchase of the Freightliner Rollback truck by the Streets Division. While initially intended to be used to impound vehicles as designated by the Police Department it is being fitted for use by all Divisions within Public Works. Removable beds enable the base truck to transport equipment, sludge, solid waste and construction materials. These detachable beds are dropped for loading one place while other tasks are being completed elsewhere. The end result is that one power unit provides the means to accomplish a wider scope of work.

Keeping the vehicle busy more hours in a day helps reduce the size of the vehicle fleet while still accomplishing the same results. The vehicle also has the ability to support the existing fleet by providing backup when another vehicle is out of service. Using this methodology, combined with the sheer size of the vehicle, the number of trips to the landfill is already dropping as well. In fact, it is estimated that the trip count to the 17 mile landfill will be reduced by more than 350 annually. Taking into account fuel, vehicle maintenance and labor the City spends about \$114 per trip which equals almost \$40,000.

It is the intent of the Public Works Administration, with the cooperation of all the Divisions that we begin a concerted effort to adapt more vehicles and equipment to this type of application. As a result, aging equipment is being replaced with items that meet the requirements for more tasks per unit. With the surplus sale happening within the next few weeks we are looking at a few items for replacement. The request here is for two items that fit this multi-use approach with the funds to be re-allocated from unspent 2011 funds. These items, a skid-steer loader and a sludge bed for the rollback truck will help reduce the size of the equipment inventory while still meeting full operational needs.

The skid-steer loader has loader, forklift, plow and backhoe capabilities. It is intended to support existing equipment while offering expanded capabilities to each of the divisions. The sludge bed will enable the new rollback to play a significant part in raising the operational efficiency of the sewer division. The cost for the skid-steer is \$70,000 and the sludge bed is \$18,000. Funds within the 2011 budget, in the streets and refuse divisions can provide initial purchase yet this year with council approval. The hope is to have the loader assisting with snow removal within 4 weeks.

Please consider this request and offer input as is seen fit.

Thank you,
Moe Zamarron
Director of Public Works
City of Cordova



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Web: www.cityofcordova.net

CITY OF CORDOVA

Office of City Manager

November 9, 2011

Memo to City Council
Re: Cordova Center Contract Amendment

CMC 5.12.050(B) “Contract Amendments” says:

No contract amendment which will cause the total price of the contract, as amended, to exceed the greater of fifteen thousand dollars or one hundred ten percent of the original contract price may be executed unless the council has approved a memorandum setting forth any modifications to the essential terms of the contract.

MRV Architects of Juneau, Alaska, has submitted a contract modification to do additional design work for the Cordova Center Project as discussed at our last City Council meeting.

The contract price is a lump-sum agreement to pay \$24,448.

The nature and quantity of the performance the city shall receive was set forth in the original design contract with MRV Architects dated May 13, 2002, and as shown on Amendment #11 as attached.

The time for performance of this contract amendment will be concurrent with other Cordova Center Phase 2 design documents, scheduled for mid-November 2011.

Recommended action: Voice Vote.

I move to approve amendment #11 with MRV Architects of Juneau, Alaska, in the amount of \$24,448 for additional design work on Phase 2 of the Cordova Center Project.

Thank you,

Mark Lynch
City Manager

Informational

MRV ARCHITECTS

1420 GLACIER AVENUE, JUNEAU, AK 99801 (907) 586-1371

September 19, 2011

Amendment #11

Attn: Cathy Sherman, Project Liaison

Re: Contract Amendment #11, MRV 1119
Site Modifications and Additions, Redden Marine Area

Per your request, we have identified design costs associated with contract design modifications to expand and alter the site plan to include the area formerly owned by Redden Marine. Such expansions will increase the parking area, provide an accessible sidewalk route to the building, add site lighting, and shift underground utilities and storm water run-off features.

See attached Fee Proposal totaling \$24,448 for these additional services. Completion of these services will be concurrent with other Phase II bid document completion, scheduled for mid-November.

With this signed form, Amendment #11 will be made a part of the general design contract dated May 13, 2002, and will be governed per those provisions.



Paul Voelckers
MRV Architects

Cathy Sherman
City of Cordova

Dated 9-19-2011

Dated _____

MRV ARCHITECTS PROFESSIONAL SERVICES ANALYSIS

Cordova Center					MRV 1119
Redden Marine Site Design					September 19, 2011
STAFF CATEGORIES	PIC	PM	AD	D	WP
HOURLY RATES (\$/HR)	142	120	92	72	57
Site option development	2			4	
CAD base revisions, expansion		2		12	
Site details: ramp, railings, retaining		4	4	24	
SUBTOTAL HOURS	2	6	4	40	0
SUBTOTAL FEES	284	720	368	2,880	0
SUBTOTAL MRV DESIGN FEES					4,252
CONSULTANTS					
PN&D Site Design Increases and Modifications					16,700
AMC Site Electrical Design					2,000
SUBTOTAL					18,700
MRV OH/P Mark-up @ 8%					1,496
SUBTOTAL ENGINEERING CONSULTANT FEES					20,196
LUMP SUM PROPOSAL					24,448



ENGINEERS, INC.

August 15, 2011

PND 02040.05

MRV Architects
Paul Voelckers
800 Glacier Avenue, Suite A
Juneau, Alaska, 99801

Subject: Cordova Center Phase II Fee

Mr. Voelckers:

Outlined below is our fee estimate for update of the Phase II design documents to reflect the inclusion of the Redden Marine property. The fees are broken out by task:

<i>Task Description</i>	<i>Total</i>
1. Provide New Demo Sheet and Details	\$4,000
2. Provide Updated Project Control Sheet	\$1,200
3. Update Site & Grading Plan	\$3,000
4. Update Project Layout Plan and Tables	\$2,500
5. Provide Storm Drain Layout Plan and Profile for New Parking	\$2,500
6. Provide Design SWPPP	\$3,500
Total	\$16,700

The fee estimate does not include survey of the newly included parcel. The proposed area has not been surveyed for topography or utility locations. It is assumed that the contractor will demo all existing improvements. The above fee does not include construction phase services.

Sincerely,

Doug Kenley, PE
Principal Engineer
PND Engineers, Inc.

AMC Engineers

AMC Number: 0280132

AMC Code: CORCEN

Prepared by: KTR

Approved by: 

Adams, Morgenthaler and Company, Inc.

701 East Tudor Road, Suite 250

Anchorage, AK 99503

(907) 257-9100

Proposal Date: 19-Sep-11

Cordova Center - Lower Parking Lot Lighting**Engineering Fee Proposal - Summary of Services****Design Services**

Lower Lot Lighting Design

Mechanical

Electrical

\$2,000

M/E Combined

\$2,000

*Basis

LSFF

Total Design Services**\$2,000*****Basis Codes:**

LSFF

NTX

T&EB

T&E

NIC

TBD

Lump Sum Fixed Fee

Time & Expenses, not to exceed limit

Time & Expenses "Budget" (only)

T&E = Time & Expenses

NIC = Not in Contract

TBD = To Be Determined

Thank you for selecting AMC to work with you on this project!!

AMC Engineers

AMC Number: 02801

AMC Code: CORCEN

Prepared by: KTR

Adams, Morgenthaler and Company, Inc.

Proposal Date: 19-Sep-11

Electrical - Lower Lot Lighting Design

TASKS	ENGR 8	ENGR 7	ENGR 6	ENGR 5	ENGR 4	ENGR 3	ENGR 2	CAD	ADMIN
Coordination w/Architect & Civil	0.5					1			
Site Plan Drawing Setup/Preliminary Layout						1		2	
Fixture Selection	0.5					1			
Calculations including LEED calculation requirements	0.5					5			
Integration into drawing set	0.5					1		2	
<hr/>									
Hour Totals:	2	0	0	0	0	9	0	4	0
Billing Rate: \$	195	\$ 185	\$ 165	\$ 155	\$ 145	\$ 135	\$ 125	\$ 95	\$ 75
Billing Subtotals: \$	390	\$ -	\$ -	\$ -	\$ -	\$ 1,215	\$ -	\$ 380	\$ -
<hr/>									
Expenses \$									-
Total Phase Fee \$									2,000



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CITY OF CORDOVA

Office of City Manager

November 9, 2011

Memo to City Council

Re: Disposal of City Property - \$1000 or less

Section 5.14.010 of City Code says:

The council may by motion authorize the disposal of any property or equipment the estimated market value of which is one thousand dollars or less.

The City currently has the following surplus vehicles, equipment, and supplies that no longer serve the needs of the City that I would like to sell by means of sealed bid.

<ul style="list-style-type: none">• 1991 Ford Pickup, ¾ ton, gas• 1994 Ford Pickup, ¾ ton, gas, auto• 1996 Ford Pickup, ¾ ton, gas, auto• 1968 Thiokol Snowcat, diesel• Military type trailer• Junk trailer from impound lot• Airless Paint sprayer• Airless paint sprayer• Gravely 2-wheel tractor with snowblower• Gravely 4-wheel tractor with snowblower	<ul style="list-style-type: none">• Kenworth 6x6 cab and chassis• Ceiling Tiles• Jack Hammer / compressor parts• Jack Hammer• 4" Yanmar Trash Pump (diesel)• 2" Corcoran Electric motor & pump• 3" Briggs & Stratton Pump• Homelite MP88 Cutoff Saw• ¾" Massart pump• Miller 330 AC/DC Welder
---	--

None of these items have an estimated value of over \$1000. The sale of these items requires approval prior to sale by the motion below. No additional action by Council will be required after the sale is approved.

Recommended Action: Voice Vote

I move to authorize the City Manager to dispose of surplus vehicles, equipment, and supplies each item having an estimated value of \$1000 or less.

Thank you,

Mark Lynch
City Manager



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CITY OF CORDOVA

Office of City Manager

November 9, 2011

Memo to City Council

Re: Disposal of City Property – over \$1000

Section 5.14.020 through 5.14.080 of City Code sets out the process for disposing of property valued at more than \$1000. This process will be followed and Council will need to approve the sale of these items at a future meeting.

The City has the following surplus vehicles and equipment that no longer serve the needs of the City that I would like to sell by means of sealed bid, but which are estimated to be worth more than \$1000.

1995 Michigan loader, diesel
1990 Ford Dumping Flatbed, diesel
1991 Ford Pickup, ¾ ton with dump bed insert, gas, auto

No action is needed at this time.

Thank you,

Mark Lynch
City Manager

Memorandum

To: City Council
Thru: Samantha Greenwood, City Planner
Date: November 12, 2011
Re: Requests for purchase of lot
Lot 7A, Block 14, Tidewater Development Park

PART I. GENERAL INFORMATION:

File No.: 02-059-230
Address & Survey: Breakwater Road, Tidewater Development Park, Lot 7A, Block 14
Requested Action: Purchase from City for not less than fair market value

PART II. BACKGROUND:

The City has received a letter from an interested buyer for Lot 7A Block 14 Tidewater Development Park

This lot is located in the Tidewater Development Park (see map). This lot is currently vacant tidelands that are not filled.

Planning and Zoning met on November 8, 2011 to discuss a recommendation to City Council on the disposal of Lot 7A Block Tidewater Development Park

Planning Commission

At the Planning Commission hearing a Motion was made to dispose of for Lot 7A Block 14 Tidewater Development Park

M/Reggiani S/Greenwood "I move that the Planning Commission recommend to City Council to dispose of Lot 7A, Block 1, Tidewater Development Park based on the findings as contained in the Staff Report." Special Condition: To exclude the City T-Dock (old Coast Guard Dock), Tidelands underneath the Dock and access to the City Dock.

Upon Voice Vote, motion passed 6-1

Yea: Bailer, McGann, Padawer, Reggiani, Greenwood & Srb

Nay: LoForte

PART III. REVIEW OF APPLICABLE CODE:

5.22.060 - Methods of disposal for fair market value.

- A. In approving a disposal of an interest in city real property for fair market value, the council shall select the method by which the city manager will conduct the disposal from among the following:
1. Negotiate an agreement with the person who applied to lease or purchase the property;
 2. Invite sealed bids to lease or purchase the property;
 3. Offer the property for lease or purchase at public auction;
 4. Request sealed proposals to lease or purchase the property.

PART IV. STAFF RECOMMENDED MOTION:

Motion for Approval:

"I move that the City dispose of for Lot 7A Block 14 Tidewater Development Park for not less than fair market value as outlined in chapter 5.22.060A_____*_____"

*It is intended that the maker of the motion select one of the four methods in the applicable code section above and insert such in the blank in the recommended motion.

Memorandum

To: City of Cordova Planning Commission

From: Samantha Greenwood, City Planner

Date: 11/10/2011

Re: Disposal of City property

PART I. GENERAL INFORMATION:

File No.: 02-059-230

Requested Action: Recommendation to City Council

Address & Survey: Tidelands Development Park, Lot 7A, Block

Zoning: Economic Development Zone

PART II. BACKGROUND:

This lot is located in the Tidewater Development Park (see map). This lot is currently undeveloped and is tidelands.

PART III. REVIEW OF APPLICABLE CRITERIA:

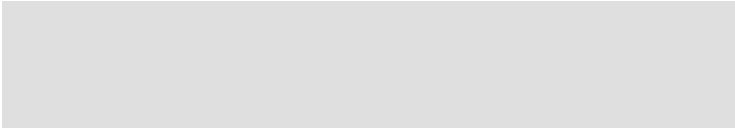
Planning Department Staff has consulted with the Public Works Supervisor and the Harbor Master they have no concerns with the disposal of this lot. This property is noted on the land disposal map produced by the Land Disposal Committee and updated by the Planning and Zoning (2011) as ATS; this designation means that each ATS or tidelands property will be considered individually.

PART IV. STAFF RECOMMENDATION:

The staff recommends that the Planning Commission recommend to City Council to dispose of Lot 7A, Block 1 of the Tidewater Development Park.

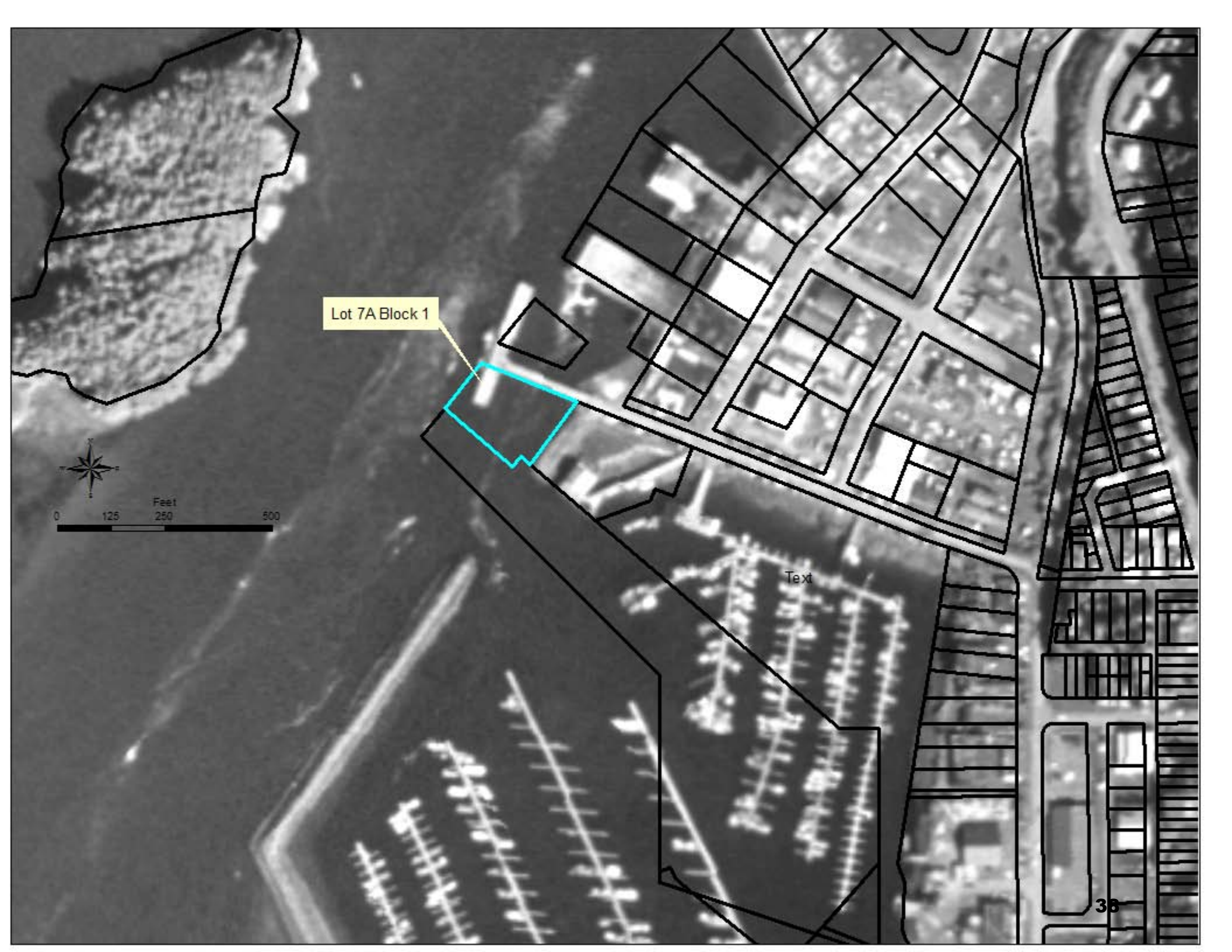
PART VI. SUGGESTED SPECIAL CONDITIONS:

To exclude the city T-dock (old coast guard dock), tidelands underneath dock and access to the city dock.



PART VII. SUGGESTED MOTION:

“I move that Planning Commission recommend to City Council to dispose of Lot 7A, Block 1, Tidewater Development Park based on the findings in as contained in the staff report.”



Lot 7A Block 1



0 125 250 500
Feet

Text

Memorandum

To: City Council
From: Sam Greenwood, City Planner
Date: 11/10/2011
Re: Land Disposal Maps

PART I. BACKGROUND:

In May, 2005 the Planning Commission decided that there should be standardized paperwork/packets/maps available to the public stating the necessary guidelines for lease/purchase of city property, among other things. Following the joint City Council and Planning Commission meeting on June 1, 2005 a Land Management Committee (LMC) was appointed by the Mayor consisting of one council member and three planning commission members.

From this committee the land disposal maps and Section 5.22 of CCM code was created. Land disposal has been occurring since this time and the maps had not be review or updated. The current Planning and Zoning commission determine there was a need to have a set of maps that show the current status of city property. The commission also felt the maps would be a useful tool for the public and staff. Below is the sequence of meetings that where the maps were review, discussed and updated.

- March 8th Meeting land disposal maps reviewed by
- April 12th Meeting review and update land disposal maps
- June 14th Meeting continue review and update of land disposal maps
- July 12th Meeting final review of land disposal maps, map designation terms and annual review and update policy of land disposal maps
- November 8, 2011 Meeting Resolution to city council to approve the land disposal maps and annul update schedule

PART II. GENERAL INFORMATION:

At this time P&Z is putting into action the first steps needed to update and make the land disposal process a more efficient process. P&Z feels that the first step is to update the land disposal maps and recommend these updated maps to City Council for their approval. Planning and Zoning also felt that a policy needed to be in place for annual review and updating of the land disposal maps, so that in the future 5 years will not pass between updates.

PART III. REVIEW OF APPLICABLE CRITERIA:

Below the final map designations, policy and special circumstance are explained.

Final Map Designations

1. **Available-** means available to purchase, lease, or lease with an option to purchase.
2. **Not available-** once the maps are approved by planning and zoning and city council the identified property is NOT available for sale. A response will be sent to the interested party that this parcel is not available for purchase. These parcels included protected watersheds, substandard lots, snow dumps and other lots used by the city.
3. **Leased** -These lots are currently leased to a business or government entity by the city and are not currently available. We have leases that are short term renewing every two years and others are long term leases with substantial improvements on the property.
4. **Tidelands** – All requests to purchase tideland will be reviewed by Planning and Zoning commission as they are received. Planning and Zoning will make a recommendation on disposing of the tidelands to city council.

Final Update Policy

Maps will be update on an annual basis by planning staff, reviewed by Planning and Zoning then recommended to city council for approval. This update process will begin after the new fiscal year with updated maps being presented to the Planning and Zoning meeting in January.

Special Circumstances

It is understood that a special circumstances may exist where a letter of interest is receive on a property identified as currently not available but that the planner and city manager believe that letter of interest should be considered by Planning and Zoning. The city planner and the city manager may put the letter of interest on the next P&Z meeting agenda for review and recommendation to city council.

PART IV. SUGGESTED MOTION:

“I move city council accept the Planning and Zoning Commission’s Resolution 11-05 passed and approved on November 8, 2011.”

**CITY OF CORDOVA, ALASKA
PLANNING AND ZONING COMMISSION
RESOLUTION 11-05**

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF
CORDOVA, ALASKA, RECOMMENDING LAND DISPOSAL MAPS AND
ANNUAL UPDATE POLICY TO THE CITY OF CORDOVA'S CITY COUNCIL.**

WHEREAS, the City of Cordova's city manager and city planner are directed by the Cordova Municipal Code Section 5.22.040(C) – Application to lease or purchase the city manager shall refer an application from a qualified applicant to the city planner. If the city planner finds that the real property is available for lease or purchase, the city planner shall schedule the application for review by the planning commission not later than its next regular meeting; and City of Cordova's Planning and Zoning Commission directed by the Cordova Municipal Code Section 5.22.040(D) – Application to lease or purchase The planning commission shall review the application, and recommend to the city council whether the city should accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.

WHEREAS, the City of Cordova's Planning and Zoning Commission has determined that updating the initial land disposal maps from the 2006 land disposal committee and annually reviewing and recommending the maps for City Councils approval will enable the city manager and city planner to efficiently determine if land is available for purchase, lease or lease to purchase.

WHEREAS, the City of Cordova's Planning and Zoning Commission has identified these land disposal maps as the most current and update version of land disposal maps to be used in the land disposal process;

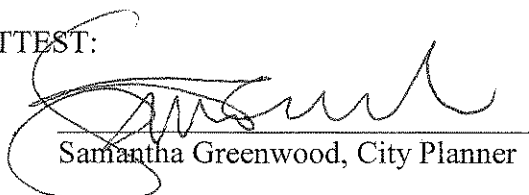
WHEREAS, having annually updated maps will benefit the citizens of Cordova by providing maps for public review; and

NOW, THEREFORE, BE IT RESOLVED THAT the City of Cordova's Planning and Zoning Commission hereby recommends the 2011 Land Disposal Maps to the City of Cordova's City Council.

PASSED AND APPROVED THIS 8th DAY OF NOVEMBER, 2011


Tom Bailer, Chairman

ATTEST:


Samantha Greenwood, City Planner

5 MILE LOOP AREA

DRAFT

City Properties

- AVAILABLE
- NOT AVAILABLE
- LEASED
- ATS
- SALE PENDING
- SNOW DUMP
- CITY
- Other Land Owners

Note: All proposals for lease or sale are subject to City Council review and approval



This map is for illustration purposes only. All distances are approximate. It is not intended as a survey.

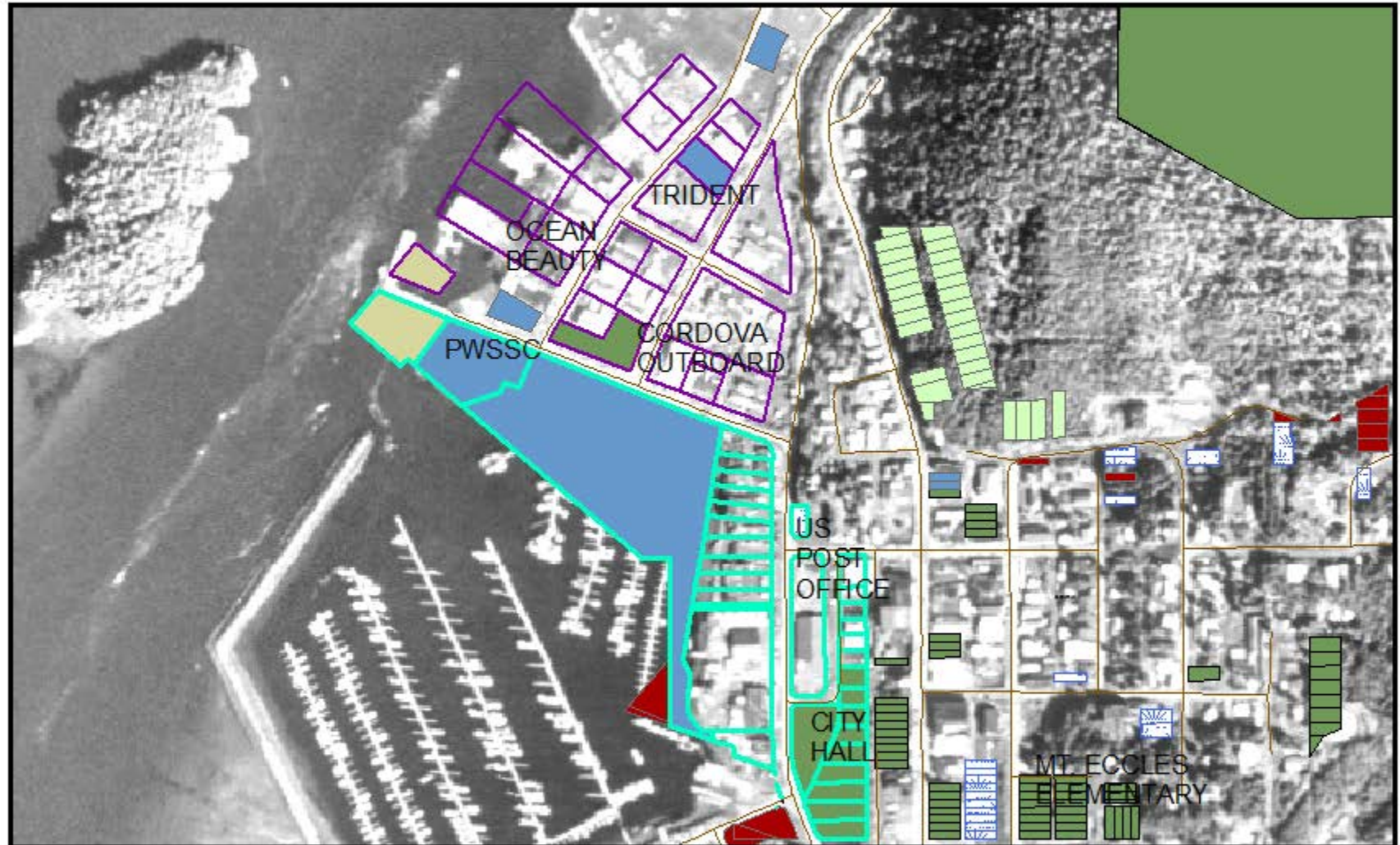


0 260 520 1,040 1,560 2,080 Feet

This map created by
City of Cordova
Planning Department
October 31, 2011

TIDEWATER DEVELOPMENT PARK & CORDOVA INDUSTRIAL PARK

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This map is for illustration purposes only. All distances are approximate. It is not intended as a survey.

0 170 340 680 1,020 1,360 Feet

This map created by
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Planning Department
October 31, 2011

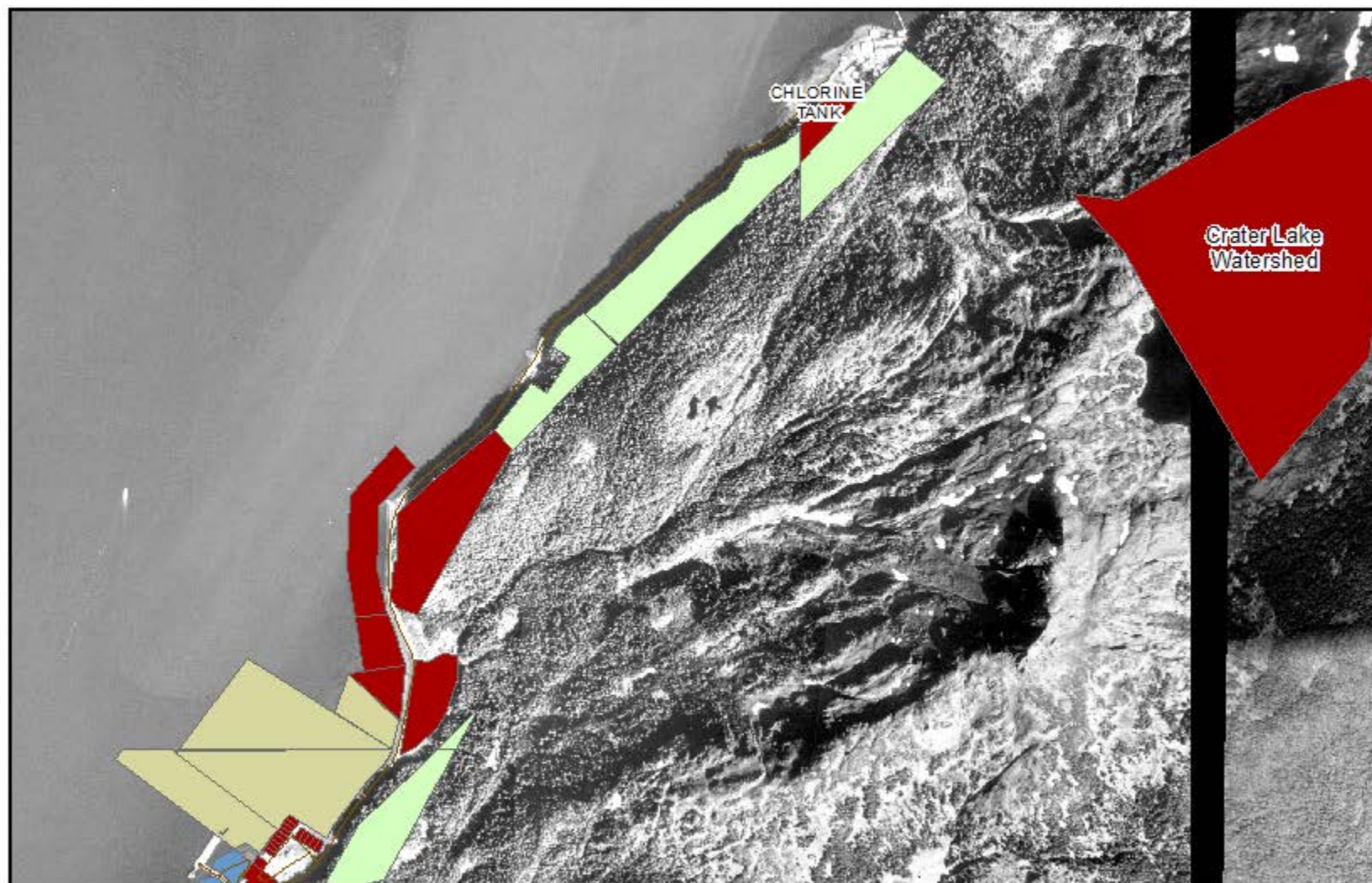
New England Cannery Road

DRAFT

City Properties
Status

- AVAILABLE
- NOT AVAILABLE
- LEASED
- ATS
- SALE PENDING
- SNOW DUMP
- CITY

Note: All proposals for lease
or sale are subject to
City Council review and approval



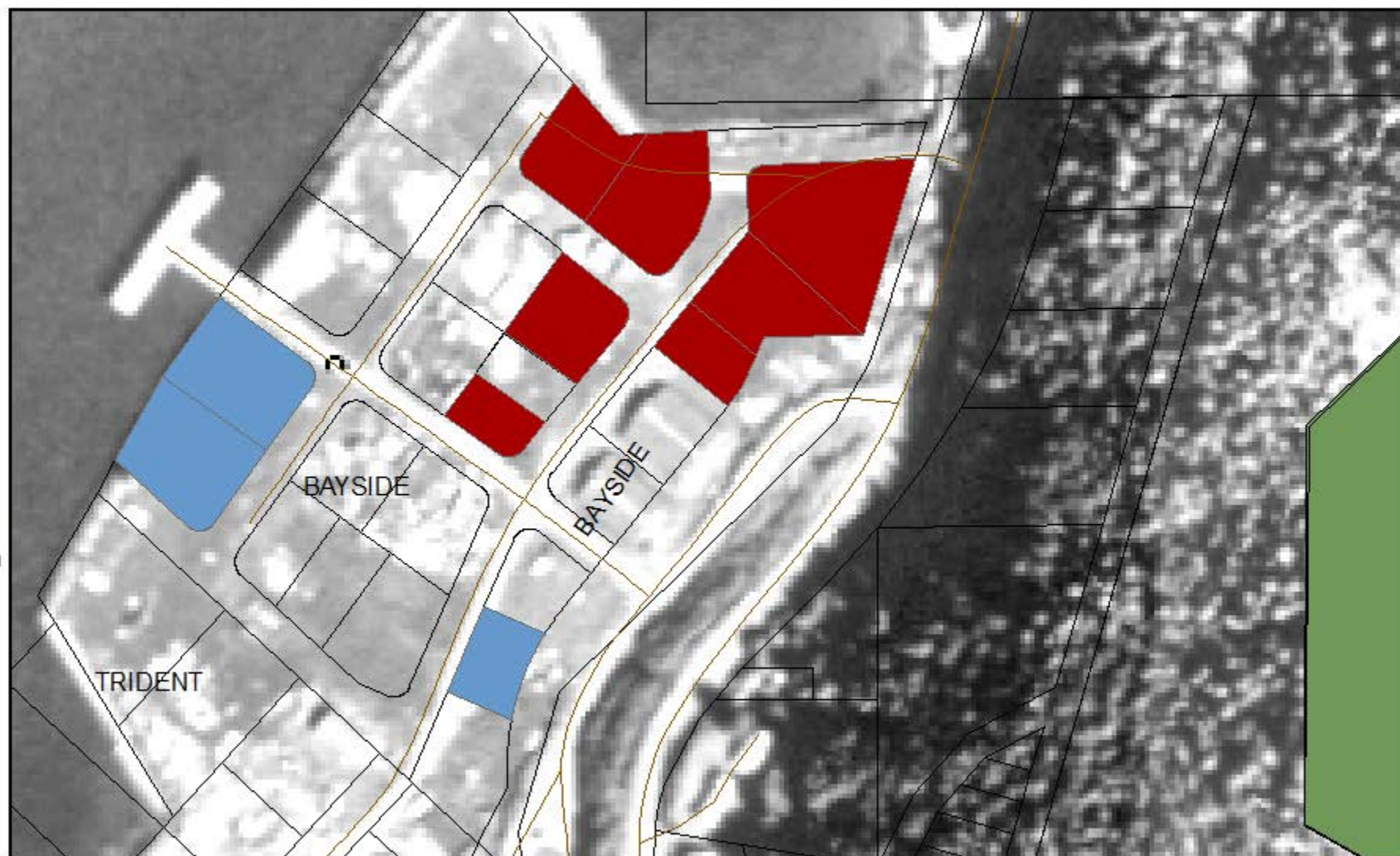
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0 550 1,100 2,200 3,300 4,400 Feet

This map created by
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Planning Department
October 21, 2011

NORTH FILL DEVELOPMENT PARK AREA

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This map is for illustration purposes only. All distances are approximate. It is not intended as a survey.

0 62.5 125 250 375 500 Feet

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Planning Department
October 31, 2011

OCEAN DOCK AREA

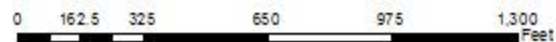
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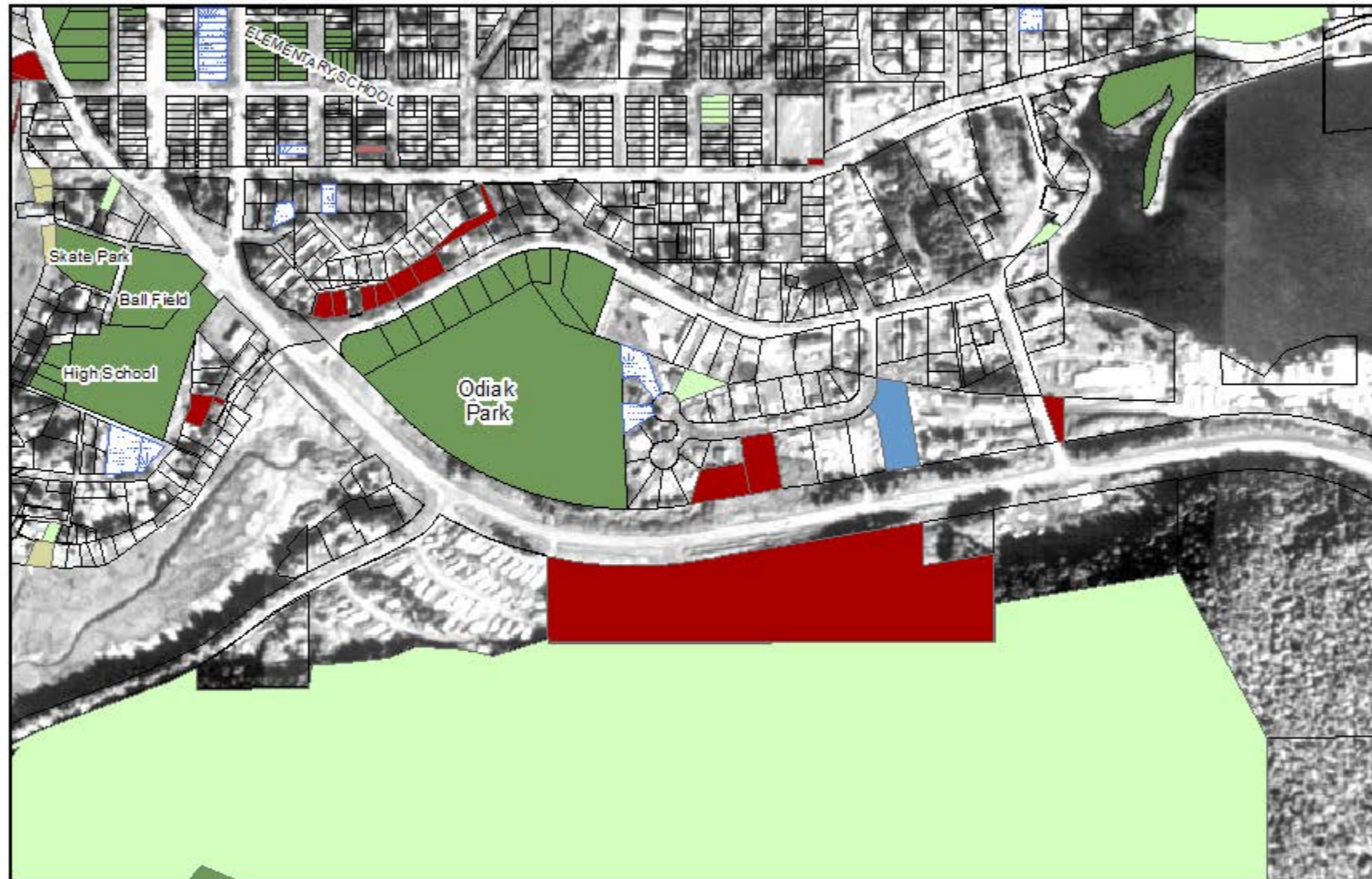
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October 31, 2011

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ODIAK PARK AREA



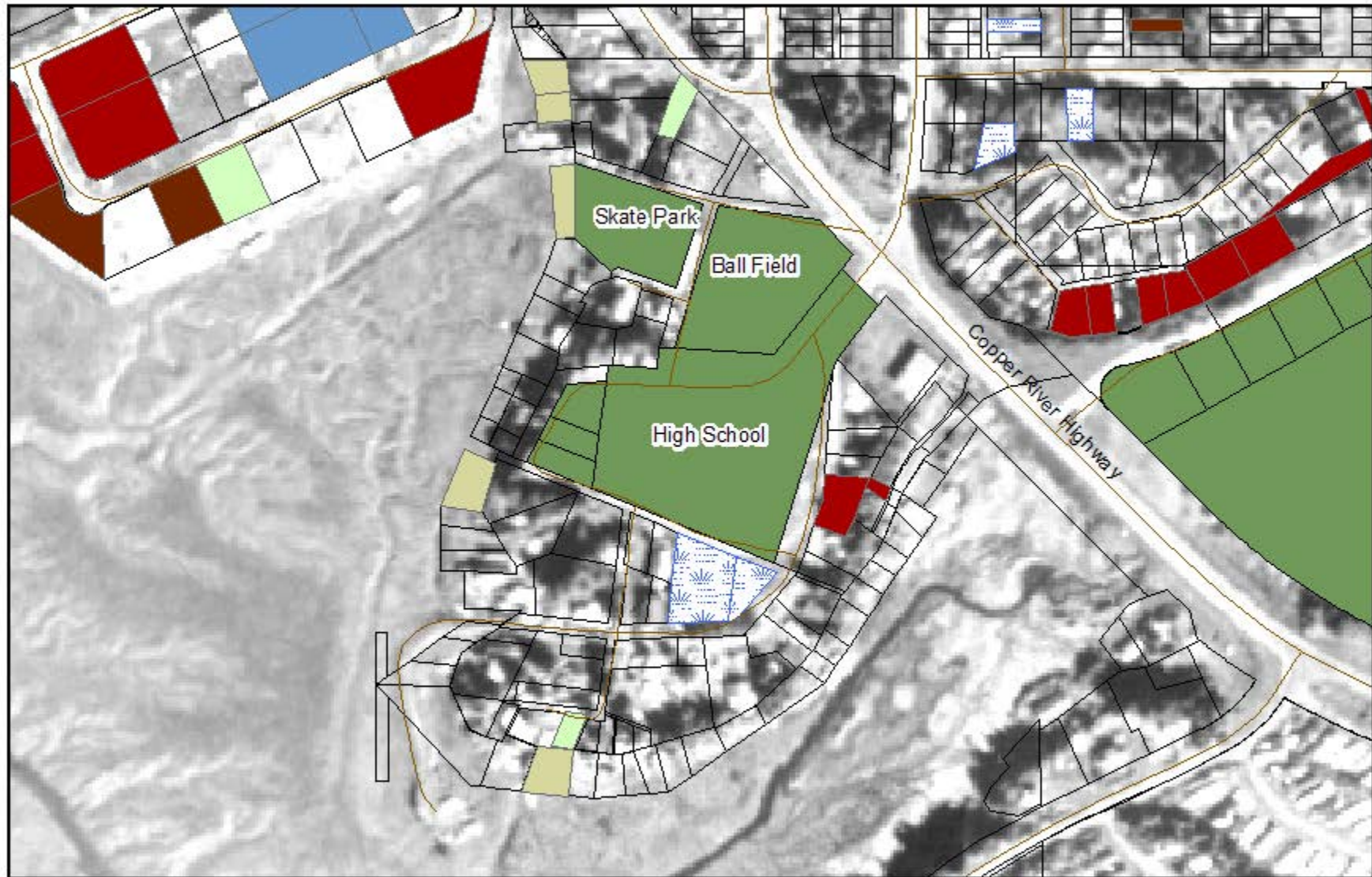
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0 190 380 760 1,140 1,520 Feet

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October 31, 2011

ODIAK SLOUGH AREA

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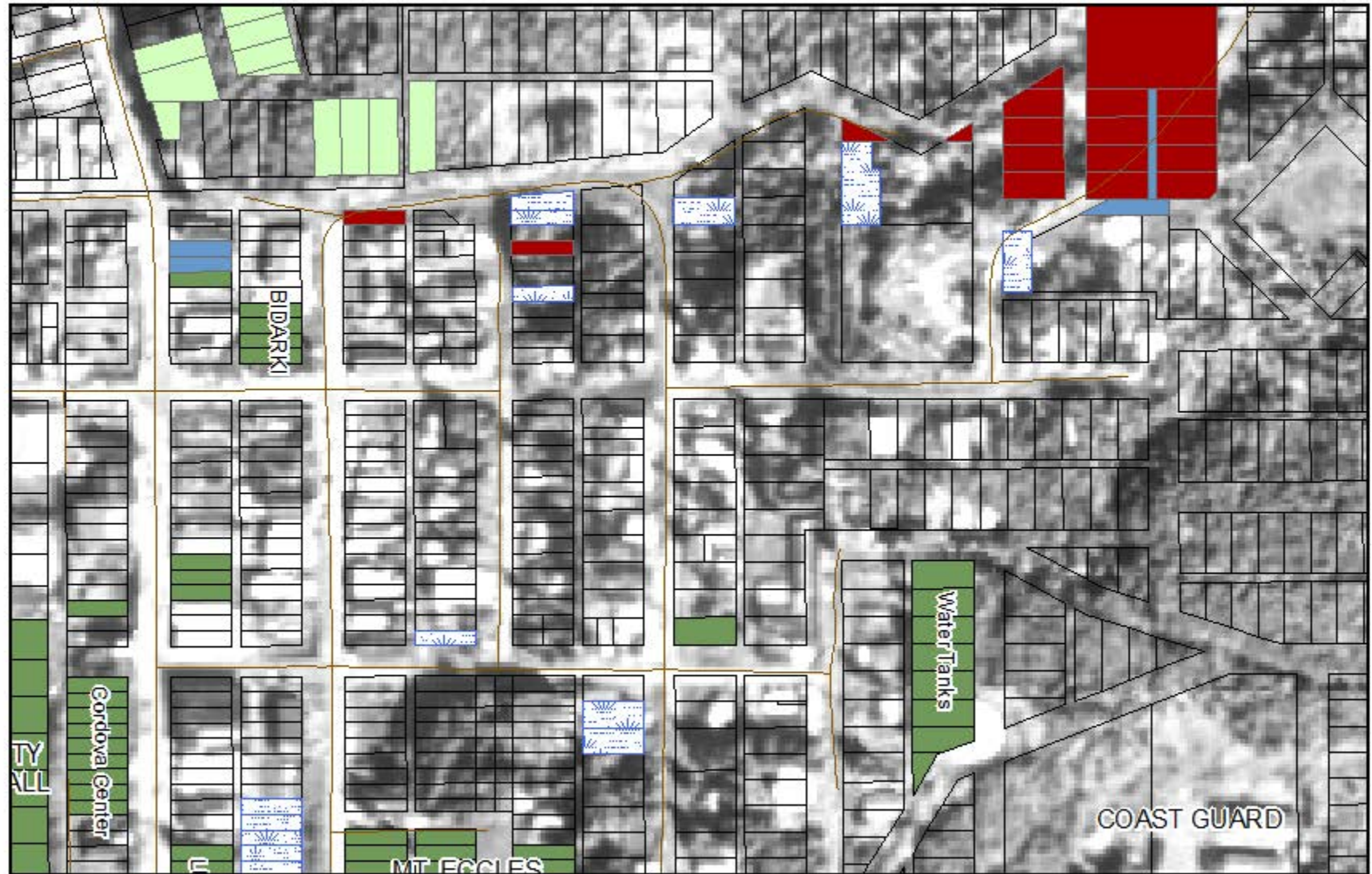


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October 31, 2011

OLD TOWN AREA

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0 80 160 320 480 640 Feet

This map created by
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Planning Department
October 31, 2011

SOUTHFILL DEVELOPMENT PARK

DRAFT



Note: All proposals for lease or sale are subject to City Council review and approval



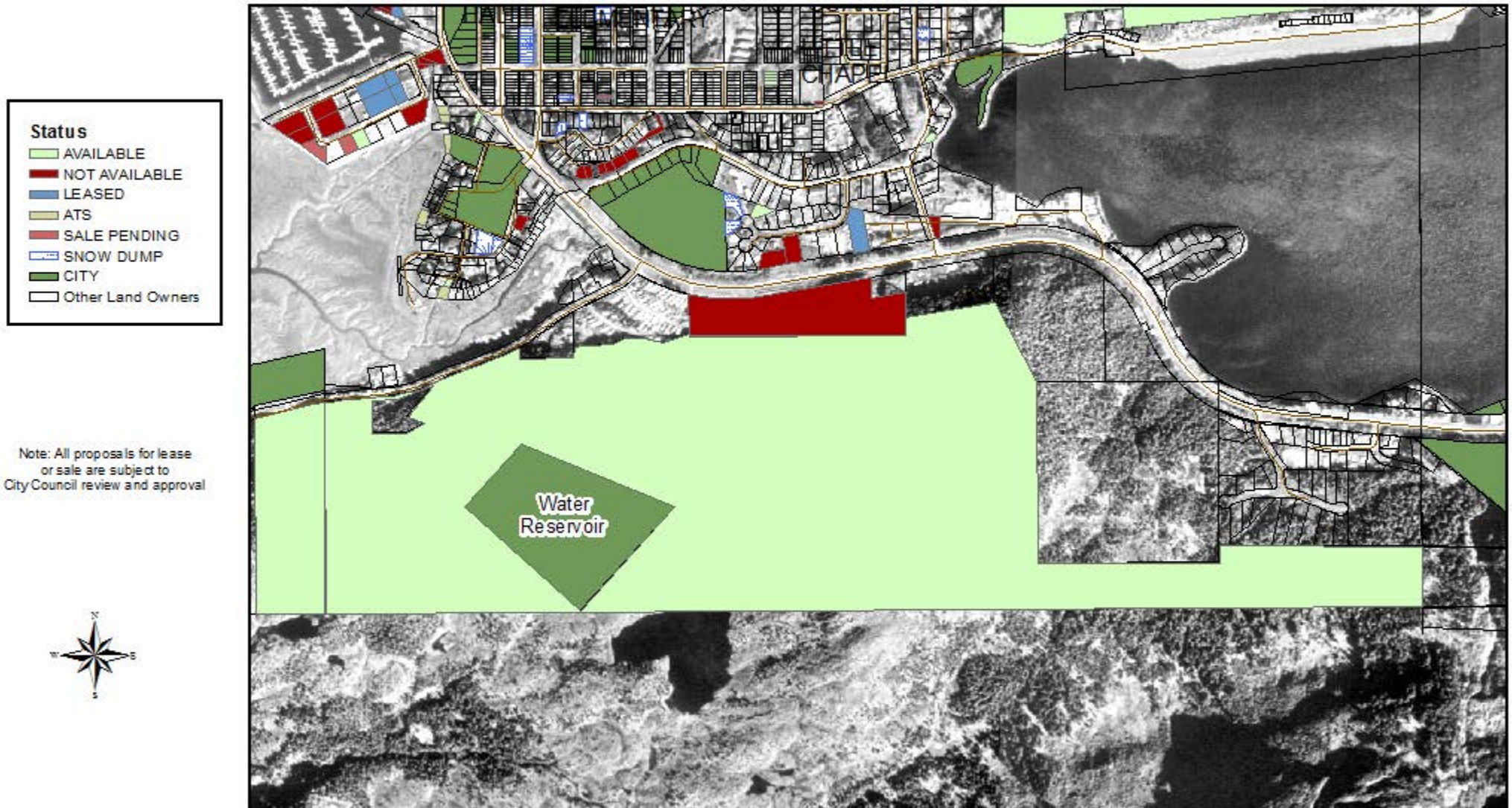
This map is for illustration purposes only. All distances are approximate. It is not intended as a survey.

0 70 140 280 420 560 Feet

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October 31, 2011

WHITSHED ROAD AREA

DRAFT



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0 360 720 1,440 2,160 2,880 Feet

This map created by
City of Cordova
Planning Department
October 31, 2011

PENDING AGENDA

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

Committees:

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

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Marine Advisory Program Coordinator; 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 Baty, Martin Moe, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer

November 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib		1 5:30 Parks & Rec Spec Mtg LMR	2 7:30 reg mtg LMR	3	4	5
6	7 —AML—FBX—	8 P&Z Commission Mtg 7pm CH —AML—FBX—	9 Hrbr Cms 7pm CH HSB 7pm LMR Sch Bd 7pm HSL —AML—FBX—	10 —Clerk Vac— —AML—FBX—	11 Veteran's Day—City Hall Offices Closed —Clerk Vac— —AML—FBX—	12
13	14 —Clerk Vac— —AML—FBX—	15 7:00 bdgt wksn —Clerk Vac— —AML—FBX—	16 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	17 7:00 bdgt wksn	18 Foraker Group City Boards and Commissions training 6-8pm	19
20	21 7:00 bdgt wksn	22 7:00 bdgt wksn	23	24 Thanksgiving—City Hall Offices Closed	25 Thanksgiving—City Hall Offices Closed	26
27	28 7:00 special meeting	29 5:30 Prks & Rec LMR	30			Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib

December 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib				1 —Clerk Vac—	2 —Clerk Vac—	3
4	5	6	7 7:00 pub hrg LMR (for 2012 budget & fee resolution) 7:30 reg mtg LMR	8	9 City Employee Christmas Party	10
11	12	13 5:30 Prks & Rec LMR	14 Hrbr Cms 7pm CH HSB 7pm LMR Sch Bd 7pm HSL	15	16	17
18	19	20	21 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	22	23	24
25	26 Christmas holiday— City Hall Offices Closed	27	28	29	30	31

January 2012

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