

Mayor
James Kacsh

Council Members
Kristin Carpenter
Tim Joyce
David Allison
Bret Bradford
EJ Cheshier
David Reggiani
James Burton

**REGULAR COUNCIL MEETING
DECEMBER 04, 2013 @ 7:30 PM
LIBRARY MEETING ROOM**



AGENDA

City Manager
Randy Robertson

City Clerk
Susan Bourgeois

Deputy Clerk
Tina Hammer

Student Council
Sarah Hoepfner
Gabrielle Brown

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

Mayor James Kacsh, Council members Kristin Carpenter, Tim Joyce, 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)
4. Student Council Representative Report

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

5. Ordinance 1113..... (page 1)

An ordinance of the City Council of the City of Cordova, Alaska, authorizing a lease for a portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically a building known as the Prince William Sound Science Center and the south west 50 feet of the dock to the Prince William Sound Science and Technology Institute, an Alaska nonprofit corporation, doing business as Prince William Sound Science Center for the operation of the Prince William Sound Science Center – 1st reading

6. Resolution 12-13-65..... (page 16)

A resolution of the City Council of the City of Cordova, Alaska, authorizing the renewal of the line of credit with UBS Bank USA in a principal amount of not to exceed \$2,793,918.60 for the purpose of borrowing in anticipation of the receipt of revenues of the city to finance part of the cost of the Cordova Center project, and providing for related matters.

7. Record excused absences of Mayor Kacsh and Council members Cheshier and Burton from the November 20, 2013 regular meeting.

H. APPROVAL OF MINUTES

8. Regular Meeting Minutes 11-06-13..... (page 19)

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS

9. Mayor’s Report
10. Manager’s Report
 - a. Paul Trumblee, City Fire Marshal – Report on Ambulance Fund
11. City Clerk’s Report

K. CORRESPONDENCE

L. ORDINANCES AND RESOLUTIONS

- 12. Resolution 12-13-63..... (voice vote)(page 24)
A resolution of the City Council of the City of Cordova, Alaska, designating capital improvement projects
- 13. Resolution 12-13-64.....(voice vote) (page 28)
A resolution of the City Council of the City of Cordova, Alaska, requesting a public hearing and extension of the comment period, regarding Cordova oil spill response facility project
- 14. Resolution 12-13-66.....(roll call vote) (page 30)
A resolution of the City Council of the City of Cordova, Alaska, appropriating \$10,811.85 from the general fund reserve to Sheridan Alpine Association to reimburse Sheridan Alpine Association for the cost of general liability insurance purchased on March 18, 2013

M. UNFINISHED BUSINESS

- 15. Discussion of 2014 budget

N. NEW & MISCELLANEOUS BUSINESS

- 16. Discussion on potential bonding..... (page 33)
- 17. Pending Agenda and Calendar..... (page 34)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

- 18. Council Comments

Q. EXECUTIVE SESSION

- 19. Cordova Center finances

R. ADJOURNMENT

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

If you have a disability that makes it difficult to attend city-sponsored functions, you may contact 424-6200 for assistance.
Full City Council agendas and packets available online at www.cityofcordova.net

MEMORANDUM

**TO: MAYOR AND CITY COUNCIL
CITY OF CORDOVA**

**FROM: CORTNEY H. KITCHEN
BIRCH HORTON BITTNER & CHEROT**

RE: LEASE FOR THE PRINCE WILLIAM SOUND SCIENCE CENTER

CLIENT: CITY OF CORDOVA

FILE NO.: 401777-222

DATE: NOVEMBER 14, 2013

Submitted with this memorandum is an ordinance authorizing a lease to the Prince William Sound Science and Technology Institute d/b/a Prince William Sound Science Center ("Lease").

The ordinance permits the City Manager to execute the Lease, allowing the Prince William Sound Science Center to remain at its current location on City owned property. The Lease is for a portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically the building known as the Prince William Sound Science Center and the South West 50 feet of the dock. The Lease proposes an eight year lease term and monthly rental payments of \$650. The Lease may be terminated by the City with thirty days' notice to the Prince William Sound Science Center.

The Lease is the result of several months of negotiation between the City and Prince William Sound Science Center. Prince William Sound Science Center's use of the above detailed property began with a ten-year lease, which expired on October 31, 2010. At that point Prince William Sound Science Center entered into a hold-over period under the former lease, becoming a month-to-month tenant

Under Charter Section 5-17(b)(2), the Lease, which amounts to more than \$50,000, must be authorized by an ordinance passed by City Council.

CHK/CMN

**CITY OF CORDOVA, ALASKA
ORDINANCE 1113**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING A LEASE FOR A PORTION OF LOT 2, BLOCK 7A, TIDEWATER
DEVELOPMENT PARK, PLAT 93-2, SPECIFICALLY A BUILDING KNOWN AS THE
PRINCE WILLIAM SOUND SCIENCE CENTER AND THE SOUTH WEST 50 FEET OF
THE DOCK TO THE PRINCE WILLIAM SOUND SCIENCE AND TECHNOLOGY
INSTITUTE, AN ALASKA NONPROFIT CORPORATION, DOING BUSINESS AS
PRINCE WILLIAM SOUND SCIENCE CENTER FOR THE OPERATION OF THE
PRINCE WILLIAM SOUND SCIENCE CENTER**

WHEREAS, the City of Cordova and the Prince William Sound Science and Technology Institute d/b/a Prince William Sound Science Center have worked together to maintain the Prince William Sound Science Center located in Cordova, and operated by the Prince William Sound Science and Technology Institute, and both parties desire to enter the lease for eight years, effective January 1, 2014; and

WHEREAS, the Prince William Sound Science Center will be operated on a nonprofit basis; and

WHEREAS, it is in the public interest for the City of Cordova to make space available for the Prince William Sound Science Center under the terms and conditions provided in the lease referred to below.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Cordova, Alaska, that

Section 1. Notwithstanding anything to the contrary in Cordova City Code Chapter 5.22, the Council of the City of Cordova hereby authorizes the lease to the Prince William Sound Science and Technology Institute d/b/a Prince William Sound Science Center for a term of eight years, for a portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically a building known as the Prince William Sound Science Center and the South West 50 feet of the dock.

Section 2. The form and content of the Lease between the City and the Prince William Sound Science and Technology Institute d/b/a Prince William Sound Science Center hereby are in all respects authorized, approved and confirmed, and the City Manager is authorized, empowered and directed to execute and deliver the Lease to the Prince William Sound Science and Technology Institute d/b/a Prince William Sound Science Center 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 they 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 document now before this meeting, and from and after the execution and delivery of said document, the City Manager is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the lease as executed.

Section 3. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of

the City of Cordova, Alaska, and published within ten (10) days after its passage.

Section 4. If one or more referendum petitions with signatures are properly filed within one (1) month after the passage and publication of this ordinance, the 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 in 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 30 days after its passage and publication.

1st reading: November 20, 2013

2nd reading and public hearing: December 4, 2013

PASSED AND APPROVED THIS 4th DAY OF DECEMBER, 2013.

Jim Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

DRAFT

**CITY OF CORDOVA
Cordova, Alaska**

LEASE

THIS LEASE ("Lease") entered into by and between the **CITY OF CORDOVA**, an Alaska municipal corporation ("City"), and the **PRINCE WILLIAM SOUND SCIENCE AND TECHNOLOGY INSTITUTE**, an Alaska nonprofit corporation, doing business as Prince William Sound Science Center ("Lessee"), on ____ day of _____ 2013.

RECITALS

WHEREAS, City owns a tract of land and all improvements thereon in Cordova, Alaska;

WHEREAS, Lessee desires to lease a portion of that tract of land from City, and City desires to lease a portion of a tract of land to Lessee, on the terms and conditions set forth herein; and

WHEREAS, the Cordova City Council ("Council") has approved the Lease from City to Lessee in accordance with Cordova City Charter §5-17 and the Cordova Municipal Code Chapter 5.22 ("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

The City hereby leases to Lessee that certain tract of land and the improvements located within the Cordova Recording District, Third Judicial District, State of Alaska, and within the City of Cordova, more particularly described as:

A portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically a building known as the Prince William Sound Science Center and the South West 50 feet of the dock, as set forth in Exhibit A, incorporated herein by reference ("Premises").

2. LEASE TERM

A. Lease Term. The Lease Term shall be eight (8) years, commencing on **January 1, 2014** ("Commencement Date") and expiring on **December 31, 2021**, unless earlier terminated in accordance with the terms of this Lease.

B. Lease Termination. The City may terminate this Lease for any or no reason upon thirty (30) days' written notice to Lessee. The Lease may be cancelled at any time by mutual written consent of the City and Lessee.

3. RENT

A. Base Rent. The monthly rent during the Lease Term shall be Six Hundred Fifty Dollars (\$650.00) ("Base Rent"). Base Rent is due on the first day of each calendar month during the Lease Term. Lessee shall pay Base Rent 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 19.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.

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 6 and all other sums, costs, expenses, taxes, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (“Additional Charges”).

Without limiting in any way Lessee’s payment obligations, the City shall have the right, but not the obligation, at all times during the Lease term, to pay any charges levied or imposed upon the Premises that remain unpaid after the same have become due and payable, and the amount paid, plus the City’s reasonable expenses, shall be Additional Rent due from Lessee to City, with interest thereon at the rate of ten percent (10%) per annum from the date of payment thereof by the City until repayment thereof by Lessee.

C. Late Penalty Provision. Rent not paid within ten (10) days after the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; such charge shall be considered liquidated damages and shall be due and payable as Additional Rent. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.

D. Security Deposit. Upon execution of this Lease, the City may require Lessee to deposit with the City an amount equal to two months’ rent (the “Security Deposit”). The Security Deposit shall be held by the City as security for the faithful performance by Lessee of all of Lessee’s obligations under this Lease. If Lessee fails to pay the Base Rent or a portion thereof, or otherwise defaults with respect to any provision of this Lease after notice and beyond the expiration of any applicable cure period, the City may use, apply, or retain all or any portion of the Security Deposit for:

- (i) the payment of any Rent, Additional Charges, or other sum in default;
- (ii) the payment of any other sum to which the City may become obligated by reason of Lessee’s default; or
- (iii) to compensate the City for any loss or damage which the City may suffer thereby, including but not limited to any costs associated with moving and storage of Lessee’s personal property (if any) remaining on the Premises beyond termination of the Lease.

The City may commingle the Security Deposit with funds held in the City’s own accounts, including accounts in which the City keeps other security deposits. If Lessee performs all of its obligations under this Lease, the Security Deposit, or so much thereof as has not been used, applied, or retained by the City in accordance with this Section, shall be returned to Lessee, at the expiration of the Lease Term, and subject to Lessee relinquishing possession of the Premises, without payment of interest or other increment for its use, within 30 days after Lessee vacates the Premises.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to Lessee’s day to day operations and business. The Premises shall not, without the City’s prior written consent, be used for any other purpose. Lessee must keep the entire Premises and the improvements thereon in a neat and orderly condition and in good repair at all times.

B. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act necessary for the safety or preservation of the Premises. The City shall not be liable in any manner for any inconvenience,

disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents.

C. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation or increase in premium of any insurance policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 8.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 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 09.65.070, or any amendment thereto.

E. Modifications and Alterations. The Lessee shall not modify or make structural alterations or changes to the Premises without the City's prior written consent, which shall not be unreasonably withheld.

5. 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 City's prior written consent, 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.

6. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

Lessee shall, at Lessee's sole cost and expense, be solely responsible for all operations, maintenance, utilities, taxes, and assessments on, for, and against the Premises. Lessee agrees to pay before delinquency all charges levied against the Premises, including: (i) electric, sewer, and water utility service; (ii) heating (iii) telephone, facsimile, and Internet service; (iv) trash collection (v) regular cleaning; (vi) major and minor maintenance to structures; (vii) snow removal; (viii) insurance for all buildings, structures, equipment, and personal property on the Premises; (ix) property taxes; (x) public improvements; and (xi) license, excise fees, and occupation taxes covering the business conducted on the Premises.

7. 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.

8. INDEMNIFICATION

A. General Indemnification. Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to Lessee's occupation or use of the Premises or the occupation or use of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, or invitees, including but not limited to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Premises, Lessee shall, at Lessee's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

B. Environmental Indemnification. Lessee has had full opportunity to examine the Premises for the presence of any Hazardous Material (as hereafter defined) and accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. Lessee releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept or brought on the Premises by Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives.

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to (i) the presence, disposal, release, or threatened release of any such Hazardous Material which is on or from the Premises, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material; provided, however, that the acts giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses arise in whole or in part from the use of, operations on, or activities on the Premises by Lessee or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

As used in this Lease, "Hazardous Material" means any substance which is toxic, ignitable, reactive, or corrosive or which is regulated by any federal, state, or local law or regulation, as now in force or as hereafter may be amended from time to time, relating to the protection of human health or the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to the same. Hazardous Material includes any and all material or substances that are defined as "hazardous waste," "extremely hazardous waste," or a "hazardous substance" under any such law or regulation.

9. INSURANCE

Lessee shall procure and maintain, at Lessee's sole cost and expense, the following insurance policies 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 One Million Dollars (\$1,000,000.00) 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 9.

10. 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 before such installation or improvement. All below surface installations, including pilings driven by Lessee or otherwise, shall become the property of the City upon this Lease's termination. All Lessee property that 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. 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 Lease Term 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.

11. DEFAULT AND REMEDIES

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

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

(iv) The appointment of a receiver or a debtor-in-possession to take possession of the Premises (or any portion thereof) or of Lessee's interest in the leasehold estate (or any portion thereof) or of Lessee's operations on the Premises (or any portion thereof) by reason of Lessee's insolvency;

(v) The abandonment or vacation of the Premises or any portion thereof;

(vi) Execution, levy, or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

(vii) The breach or violation of any statutes, laws, regulations, rules, or ordinances of any kind applicable to Lessee's use or occupancy of the Premises; or

(viii) The failure to observe or perform any covenant, promise, agreement, obligation, or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Lessee. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

B. Remedies. If the Lessee breaches any provision of this Lease, in addition to all other rights and remedies the City has at law or in equity, the City may do one or more of the following:

(i) Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.

(ii) Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's expense, all without service of notice or resort to legal process, which Lessee waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Lessee's default. If Lessee does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

(iii) Declare this Lease terminated;

(iv) Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Lessee;

(v) Recover an amount to be due immediately upon breach equal to the sum of all Base Rent, Additional Charges, and other payments for which Lessee is obligated under the Lease;

- (vi) Recover the costs of performing any duty of Lessee in this Lease;
- (vii) Collect any and all rents due or to become due from sublessees or other occupants of the Premises.

12. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Premises, or for any injury caused thereby to Lessee's or any sublessee's property, 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.

13. 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. Lessee hereby agrees to pay the City for such expenses.

14. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to 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.

15. SIGNS

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without first obtaining the City Manager's approval; 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.

16. 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 Lessee at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

17. EMINENT DOMAIN

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

A. Total Taking. If the Premises are totally taken by condemnation, this Lease shall terminate.

B. Partial Taking. If the Premises are partially taken by condemnation, then this Lease shall continue and the rent as specified in Section 3 above shall be abated in a proportion equal to the ratio that the portion of the Premises taken bears to the total Premises leased hereunder.

C. Award. Upon condemnation, the parties shall share in the award to the extent that their interests, respectively, are depreciated, damaged, or destroyed by the condemnation.

18. COSTS

Lessee shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the preparation, operation, and enforcement of this Lease.

19. MISCELLANEOUS

A. Time Is of the Essence. Time is of the essence of this Lease and of each provision hereof.

B. Entire Agreement. This Lease represents the entire agreement between the parties with respect to the subject matter hereof, and may not be amended except in writing executed by the City and Lessee.

C. Governing Law and Venue. This Lease shall be subject to the provisions of the Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.

D. Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Lessee and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Lessee other than the relationship of Lessee and landlord.

E. Notice. All notices hereunder may be hand-delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

TO CITY:

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

TO LESSEE:

**Prince William Sound Science & Technology
Institute, d/b/a Prince William Sound Science
Center
Attn: President
P.O. Box 705
Cordova, Alaska 99574**

or to such other respective addresses as either party hereto may hereafter from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when

properly mailed, and the postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

F. Captions. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant, or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant, or condition. No waiver of any breach shall effect or alter this Lease, but each and every term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

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

I. 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.

J. 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.

K. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than ten (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.

L. 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.

M. Authority. Lessee represents that Lessee is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Alaska, and is duly authorized to do business in the State of Alaska, and that Lessee has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Lessee hereunder. Prior to executing this Lease, the City may request that Lessee provide the City with a resolution of Lessee's Board of Directors authorizing Lessee to enter into this Lease and to carry out its obligations hereunder as set forth above, and authorizing and directing the officer of Lessee whose name and signature appear at the end of this Lease to execute this Lease on Lessee's behalf.

N. 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.

O. 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.

P. 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.

Q. Attorneys' 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 attorneys' fees, costs, and expenses incurred in connection with such suit or action.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first noted above.

CITY: **CITY OF CORDOVA**
an Alaska municipal corporation

Dated: _____

By: _____
Its: City Manager

Attest: _____
City Clerk


LESSEE: **PRINCE WILLIAM SOUND SCIENCE AND TECHNOLOGY INSTITUTE**
an Alaska nonprofit corporation d/b/a Prince William Sound Science Center

Dated: _____

By: _____
Its: _____

Exhibit A
Diagram of Premises

DRAFT



A portion of Lot 2, Block 7A, Tidewater Development Park, Plat 93-2, specifically a building known as the Prince William Sound Science Center and the South West 50 feet of the dock

MEMO, City of Cordova

To: Mayor and City Council

Through: Randy Robertson, City Manager

From: Jon K. Stavig, Finance Director

Date: November 25, 2013

RE: Resolution 12-13-65 authorizing renewal of UBS Line of Credit

Following is a resolution which needs to be adopted by City Council to renew the UBS line of credit.

The current line of credit will expire on 12-31-2013. The new renewal maturity will be 12-31-2015.

The line of credit is an integral tool in managing the cash flow within the City in anticipation of receipt of grant proceeds of the Cordova Center Project.

Respectfully submitted,

Jon K Stavig, Finance Director

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-13-65**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE RENEWAL OF THE LINE OF CREDIT WITH UBS BANK USA IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,793,918.60 FOR THE PURPOSE OF BORROWING IN ANTICIPATION OF THE RECEIPT OF REVENUES OF THE CITY TO FINANCE PART OF THE COST OF THE CORDOVA CENTER PROJECT, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on January 4, 2012, the City adopted Substitute Ordinance 1091 authorizing the City to borrow in anticipation of the receipt of revenues of the City a principal amount not exceeding \$2,793,918.60 to finance part of the cost of the Cordova Center Project, with the terms and conditions of the borrowing to be determined by resolution; and

WHEREAS, the City negotiated the terms and conditions of a line of credit with UBS Bank USA under the authority of Substitute Ordinance 1091, with a maximum principal amount outstanding at any one time of \$2,793,918.60, with an expiration date of December 31, 2013, and the terms and conditions of this line of credit, as set forth in a Credit Line Account Application and Agreement, as amended by an Addendum to Credit Line Agreement, both dated as of April 3, 2012 (together, the "Agreement") were authorized by Resolution 03-12-21, adopted on March 21, 2012; and

WHEREAS, in Fiscal Year 2012 the City drew \$1,982,427.04 on the line of credit, which was timely repaid, and in Fiscal Year 2013 the City drew \$1,400,000.00 on the line of credit, which was timely repaid; and

WHEREAS, the City negotiated a renewal of the line of credit to December 31, 2015 with UBS Bank USA under the same the terms and conditions as in the Agreement authorized by Resolution 03-12-21; and

WHEREAS, in accordance with Article VI, Section 6-2 of the City Charter, the maximum principal amount of the line of credit, \$2,793,918.60, combined with the outstanding principal amount of all other revenue anticipation indebtedness of the City, does not exceed one percent of the assessed value of all real and personal property in the City; and

WHEREAS, it is necessary and in the best interest of the City that City borrow the sum of not to exceed \$2,793,918.60 in anticipation of the collection of revenues to meet the appropriation from grant funds to be received from the *Exxon Valdez* Oil Spill Trustee Council to pay costs of the Cordova Center Project.

NOW, THEREFORE BE IT RESOLVED THAT

Section 1. The City hereby is authorized (i) to renew the line of credit with UBS Bank USA with a maximum principal amount outstanding at any one time of \$2,793,918.60, with an expiration date of December 31, 2015, on the terms and conditions in the Agreement, to meet the

appropriation from grant funds to be received from the Exxon Valdez Oil Spill Trustee Council to pay costs of the Cordova Center Project, (ii) to pledge and grant a security interest in the property of the City described in Section 8 of the Agreement as security for any liability of the City to UBS Bank USA, (iii) to establish one or more loan accounts at UBS Bank USA for the benefit of the City, and (iv) to enter into such other agreements or documents as may be necessary to implement or give effect to the Agreement.

Section 2. The Mayor, Manager, Finance Director and Clerk or any other person authorized by the City each hereby is authorized, individually and without counter signature or co-signature, to execute and deliver for and on behalf of the City any and all additional agreements certificates, documents, opinions or other papers and perform all other acts as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this resolution.

Section 3. UBS Bank USA is authorized to rely upon the authority conferred by this resolution until UBS Bank USA receives a certified copy of resolutions of the City Council revoking or modifying this resolution.

Section 4. This resolution shall take effect upon passage and approval.

PASSED AND APPROVED THIS 4th DAY OF DECEMBER 2013.

Jim Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

**CITY COUNCIL REGULAR MEETING
NOVEMBER 06, 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 November 06, 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 *Tim Joyce, David Allison, Bret Bradford, EJ Cheshier* and *Dave Reggiani*. Council members *Kristin Carpenter* and *James Burton* were absent. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

D. APPROVAL OF REGULAR AGENDA

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

Vote on motion: 5 yeas, 0 nays, 2 absent (Carpenter, Burton). Motion passes.

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speaker - none

2. Audience comments regarding agenda items

Paul Swartzbart thanked Council for their volunteer work – it is appreciated. He spoke to agenda item 16 and asked Council to reimburse the ski club for payment of liability insurance in 2013. He said in the 25 years since Sheridan Alpine Association has been contracted to run the ski hill for the City (City owns the hill), the City has always paid the liability insurance. The contract says that the City is to provide the insurance. The City joined a group for insurance a few years back as a cost savings measure and Sheridan Alpine Association as a contractor was dropped from the policy. The ski hill went a few years with no insurance and then they bought some last year and are hoping to be reimbursed for that cost as well as they are hoping to have a line item included in next year's budget to cover that insurance. The cost for 2013 was \$10,800.

Mayor Kacsh went back to 'Guest Speaker' portion of the meeting as the Future Problem Solvers arrived and they wanted to speak about plastic bags. Anita Smyke introduced her Future Problem Solvers to speak about a project they have been working on.

Lindsey Hammer said that last spring they studied the topic "ocean soup" and they learned about the "great pacific garbage patch" found between California and Hawaii which is about the size of the Continental United States. The ratio of plastic to plankton in this ocean soup is 40:1 but unfortunately the fish can't tell the difference. Since many Cordovans make their living from a healthy ocean we are passionate about educating people on their use of disposable plastics. We feel like a ban on one-time use plastic bags will prevent our community from contributing to this already unmanageable problem. She went on to show results of a survey they did this summer and 74% of the people surveyed supported a ban and 21% did not and 5% were indifferent. She ended by asking Council what their thoughts are concerning the idea of a ban.

Joyce mentioned that this survey was done before we started recycling in Cordova. *Bradford* asked if they had asked the local grocery stores their opinion. *Smyke* said that Martha Nichols had mentioned she would go with the will of the public. *Smyke* said it's about education so they are showing the movie, *Bag It* on Tuesday night at the Forest Service and they invite the Council to attend. She gave the Homer, AK example where the Council banned it and then the citizens repealed it by vote. She said she thinks the

citizens wanted to vote on it initially, so she would prefer to do it that way here too. *Smyke* said educating the citizens here would be the way to go.

Back to audience comments regarding agenda items

Bill Lindow said he was here to support Paul Swartzbart as he is a member of the board of Sheridan Alpine Association also. If there are any questions that he can assist with.

Theresa Carte Administrator of CCMC said she was here for the Providence contract discussion so she can assist when they get to that agenda item.

3. Chairpersons and Representatives of Boards and Commissions

Harbor Commission – Harbormaster *Schinella* was in the audience and said that there would be a Harbor Commission meeting next week.

HSB – *Allison* said under Pending Agenda they would be scheduling a special HSB meeting for next week.

Parks and Rec – *Herschleb* was in the audience and said there was a scheduled meeting the week after next.

Planning and Zoning – *Reggiani* said next week for P&Z.

School Board – *Bradford* said there's a school board meeting next week but he would be out of town. *Allison* said he could attend instead.

4. Superintendent's report – *Bourgeois* mentioned that *Keel* was out of town and asked to reschedule and be on Council's next agenda.

5. Student Council Representative's report: not present

G. APPROVAL OF CONSENT CALENDAR

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

Council called out items ...

6. 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 – 2nd reading

7. Resolution 11-13-60

A resolution of the City of Cordova, Alaska, authorizing the City Manager to enter into a land exchange agreement of City property described as Tract 1B in plat no. 2013-2

8. Proclamation for the 20th annual Native Village of Eyak sobriety celebration

9. Liquor license renewals for Ambrosia Restaurant Lic. #3226, Baja Taco Lic. #4786

Vote on Consent Calendar: 5 yeas, 0 nays, 2 absent (Carpenter and Burton). Cheshier-yes; Joyce-yes; Allison-yes; Reggiani-yes and Bradford-yes. Consent Calendar was approved.

H. APPROVAL OF MINUTES

M/Reggiani S/Bradford to approve the Minutes.

10. Special Meeting Minutes 05-21-13

11. Regular Meeting Minutes 10-16-13

Vote on motion: 5 yeas, 0 nays, 2 absent (Carpenter, Burton). Motion passes.

I. CONSIDERATION OF BIDS

12. Contract for legal service

M/Allison S/Bradford to approve the contract for general counsel legal services with Birch Horton Bittner and Cherot as presented.

Joyce said that with the two months of detailed bills we received it's a tough call to make because this contract could save us a lot or might make us pay more. He also wondered if it was better just to enforce or create some policies regarding contacting the attorneys which would help us reduce the costs. He is not

convinced right now that this contract is the way to go. After some discussion, **Bradford, Reggiani, Cheshier, Allison** and **Mayor Kacsh** all were in agreement.

Vote on motion: 0 yeas, 5 nays, 2 absent (Carpenter, Burton). Motion fails.

J. REPORTS OF OFFICERS

13. Mayor's Report - **Mayor Kacsh** said the meeting with the Governor went well and he said if the Cordova Center was in the budget when it got to him he wouldn't veto it. **Representative Austerman** was in town and the City staff did a great job – overall went really well when he was here. We will now make that same pitch the **Senator Stevens**. He also sat in on a teleconference with **Commissioner Patrick Kemp**. Whittier dock ramp should be temporarily fixed by December and permanently fixed by March.

14. Manager's Report – **Robertson** reported on these items: 1) he heard from **Bitney** who said that the meetings with Austerman went extremely well; 2) hat's off to **Susie Herschleb** and crew, pool issue handled quickly & efficiently, contacted Chester Pools and they are here and working and things are looking much better than expected – **Herschleb** was in the audience and said by Wednesday of next week they should be open again. **Robertson** also asked Council to go into Bidarki and look around as things are shaping up there too, clean, neat, decorated, looking good; 3) **Robertson** spoke about City employee clean-ups which we have had three of on Wednesday mornings for three hours, lots of departments have participated and some volunteers as well; approximately 200 bags of trash and recyclables have been taken out; he mentioned that something interesting turned up today and he asked the Chief of Police to speak to that:

Chief George Wintle showed Council what's called a "drug kit" it was a *Crown Royal* bag with three syringes and a spoon and other drug paraphernalia in it; he said it was found over the hill at the end of Adams Avenue. He said it is a danger for the employees out there cleaning up this community as well as to kids that may have come across something like this, a threat and a danger.

Robertson continued that during **Representative Austerman's** visit, he and Harbormaster **Schinella** spoke to him about harbors and possible state funding in the form of a bond for harbor projects statewide. **Austerman's** suggestion to be most viable to get Cordova's harbor on there would be to have a shovel-ready project. **Schinella** came to the table to speak to Council and he said he had an old estimate for the engineering cost and it was \$500K which an engineer quoted him today saying that that should be increased by 3% per year. **Joyce** opined that it would be more like a couple of hundred thousand for design because some of the costs they may have quoted include inspections and the like. **Robertson** said that **Austerman** had seemed most interested in G float and said we should "eat the elephant one bite at a time". What **Robertson** meant is that a plan for the entire rebuilds of the harbor may not be what they want to see but a portion might be something we could get included in the bond.

Zamarron spoke about the baler project and was giving Council an update on a timeline and a more precise list of the projects that are to be tackled. He mentioned again that he is in talks with EPA to allow us to use some of the loan funds for the things that are considered "Clean Water" related. They really like the "waste to wood" system, which we have opted to remove from the project. **Zamarron** remains in communication with them and he is trying to get as many of the parts of the project deemed "clean water" related but it was the burn system that they were very interested in initially. Council asked some questions regarding the costs, the loans, etc. **Zamarron** said we have the loan available, if we don't use it there is no interest to pay no penalty to us letting it sit there unused. Eventually, they will ask for the money back. We have a loan now that is 10 years old that we are just exhausting the last of it and we won't be paying any of it back until it's all spent. **Reggiani** said that two things have been delineated here. The wood to heat system in a residential neighborhood is a non-starter for him and he's glad that's not happening. He said it's not to say that can't happen elsewhere. He'd like to see the Planning Commission work with Public Works and the Refuse department on considering moving the baler system out somewhere closer to the landfill. **Reggiani** spoke about there seeming to be some urgency and is it that he is asking for the \$213K in matching funds? So we can commit to fixing up the existing baler.

Zamarron responded in the affirmative. He said the \$497K is a remnant grant from when we built the landfill, so they are looking for a spending plan for that money. Now that we can't use the loan, he will formalize the spending plan minus the loan funds and have it for Council at the next budget meeting and it will be a 2014 project. **Bradford** said what does Council need to do to get this thing rolling? **Reggiani** said, sounds like it will be on next budget work session. **Robertson** said that this EPA stuff has morphed lately; he and **Zamarron** spoke to a Murkowski staffer on Friday and he mentioned it was a sequestration issue perhaps. **Robertson** said today's report was an information briefing but that a more detailed itemized list will be available soon.

Robertson asked **Brandon Dahl** to give a six month update on recycling. He gave a handout that would be in next billing as an insert. Residential recycling pickup was begun in June and we are using cheap, thin plastic bags now. So far, 130,000 pounds of recycling have been taken out. He said it's not a money making venture but there is some revenue coming in offsetting costs. However, we are handling the trash too much, we are not very efficient, that will take an investment in the equipment we have. We will come back to you with plans for that. **Robertson** wanted Council to hear about this because he said they would be on the front line helping us to sell this, i.e. changing behaviors etc.

Staff Reports – 3rd Quarter 2013

- a. City Fire Marshal, *Paul Trumblee*
- b. Parks & Recreation Director, *Susie Herschleb*
- c. Harbormaster, *Tony Schinella*
- d. Finance Director, *Jon Stavig*

15. City Clerk's Report - **Bourgeois** had a written report in the packet.

K. CORRESPONDENCE

16. Letter from Sheridan Alpine Association requesting insurance payment reimbursement from the City 10-10-13

17. Letter from PWSCC to Mayor & Council regarding funding 10-15-13

18. Letter from Mayor & Council to Governor regarding ferry 10-17-13

19. Letter from Mayor to Governor regarding teleconference 10-22-13

20. Letter from AKDOT&PF regarding Whitshed Road speed limit 10-23-13

21. Letter from CAYAC regarding youth basketball in Cordova 10-23-13

22. Polar Tankers letter of thanks to Harbormaster Schinella 10-11-13

There was discussion concerning the Sheridan Alpine Association letter regarding reimbursement. Council suggested that a resolution come before them at a future meeting to reimburse the Ski Club and they would also like research done and ensure that they are in the 2014 budget for insurance.

L. ORDINANCES AND RESOLUTIONS

23. Resolution 11-13-61

A resolution of the City Council of the City of Cordova, Alaska, appropriating \$550,000 from the Cordova Center fund balance to pay necessary professional services and other costs related to the Cordova Center construction project

M/Bradford S/Cheshier to approve Resolution 11-13-61 a resolution of the City Council of the City of Cordova, Alaska, appropriating \$550,000 from the Cordova Center fund balance to pay necessary professional services and other costs related to the Cordova Center construction project.

Joyce wanted to point out for the record that this is money that is there already, this is just moving it into a different account so we can pay bills with it.

Vote on motion: 5 yeas, 0 nays, 2 absent (Carpenter and Burton). Joyce-yes; Allison-yes; Cheshier-yes; Reggiani-yes and Bradford-yes.

M. UNFINISHED BUSINESS

24. 2014 Budget discussions – Council decided to continue these discussions this at the next budget work session

N. NEW & MISCELLANEOUS BUSINESS

25. Providence ‘evaluation of management’ discussion including review of contract

Council discussion was that they thought Providence was supposed to come up with the performance indicators – per the management agreement section 2.11.5. *Joyce* suggested a letter maybe from the HSB to Providence. *Allison* said that at Pending Agenda he was going to mention a special HSB meeting scheduled on November 14 with *Susan H-B* and *Sean* who will be here in person and we can discuss these items as well as financial updates and the preliminary report from the auditor. *Theresa Carte* was in the audience and agreed. There are quite a few contract modifications that should be handled at that meeting as well. Council directed the City Clerk to send them the Code on HSB and they asked Theresa for a copy of the bylaws because these need to be looked at as well.

26. Pending Agenda and Calendar

11/14/13 at 5:30 special HSB meeting probably to require 2 hours. Immediately following will be a Council budget work session.

11/20/13 Regular Meeting – the Mayor will be at AML, *Reggiani* said he would be available to run the meeting as Vice-Mayor.

Council decided to have January 1 meeting on January 2

O. AUDIENCE PARTICIPATION - none

P. COUNCIL COMMENTS

27. Council Comments

Allison

Reggiani

Bradford

Joyce

Mayor Kacsh

Q. EXECUTIVE SESSION

28. Cordova Center finances – attorney update

R. ADJOURNMENT

M/Bradford S/Reggiani to adjourn the regular meeting at 10:03 pm

Hearing no objection, the meeting was adjourned.

Approved: December 4, 2013

Attest: _____
Susan Bourgeois, City Clerk

A MEMO FROM TINA HAMMER, DEPUTY CITY CLERK

DATE: November 26, 2013

TO: Mayor & City Council

SUBJECT: Resolution 12-13-63 CIP List/Resolution

Council has decided to revisit the Capital Improvements Projects Resolution and list at least quarterly. The most recent list was approved as Resolution 09-13-50 at the September 18, 2013 regular council meeting. The Draft Resolution 12-13-63 contains the list exactly as it was previously passed in September. At tonight's meeting, the listed priorities can be added to or reordered or some may be removed. Motions should be made to amend the resolution and then the passage of the resolution should be voted upon.

Possible motion: move to amend Resolution 12-13-63 by reordering the capital priorities as follows: 1.____, 2.____, 3.____, etc.

Required Action: Majority voice vote.

Recommended motion: move to approve Resolution 12-13-63 a resolution of the City Council of the City of Cordova, Alaska designating Capital Improvement Projects, as amended.

Required Action: Majority voice vote.

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-13-63**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
DESIGNATING CAPITAL IMPROVEMENT PROJECTS.**

WHEREAS, the Cordova City Council has identified several Capital Improvement projects that will benefit the citizens of Cordova, and in several cases the entirety of Prince William Sound; and

WHEREAS, the City Council of the City of Cordova has identified the following Capital Improvement projects as being critical to the future well being and economy of Cordova and the surrounding area:

1. Cordova Center
2. G Float Replacement
3. Municipal Dock (Ocean Dock) Renovation
4. Shipyard Building
5. Shipyard Fill
6. South Fill Sidewalks
7. South Fill Expansion & Sawmill Avenue Extension
8. Public Safety Building
9. Recreation Building
10. Ferry Trail

and;

WHEREAS, some or all of these projects will be submitted to State or Federal legislators and agencies as Capital Improvement projects in the City of Cordova, Alaska.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby designates the above listed projects as Capital Improvement projects.

PASSED AND APPROVED THIS 4th DAY OF DECEMBER, 2013

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Electronic Health Records at CCMC**\$747,000**

CCMC Management Team and Providence Support team reviewed criteria for selecting an EHR for Cordova Community Medical Center. The committee recommends Healthland's Centriq with a module.

Cordova Center**TBD – 1/2013**

Cordova's community ten year project to increase efficiencies of operation, reduce municipal energy costs and replace aging infrastructure is prepared to enter the second and final Phase of construction. Exterior build out complete 2010-2012. Interior and finishes in 2013-2014. Pre-construction estimates complete September-December 2012.

Shipyard Building**\$3,523,280**

As part of the City of Cordova's CIP list, the project has been proposed to provide for vessel maintenance and repairs during times of poor weather and/or during the winter months. A maintenance building would provide a controlled environment allowing vessel owners to complete maintenance projects that require several months without the weather becoming a concern.

Shipyard Fill**\$18,213,510**

This project has been proposed to provide for additional area to further improve the current working area of the marine travel lift facility. The current area is approximately 2.5 acres and is marginal in the space needed to provide for maintenance and storage of vessels as well as for a proposed building for vessel maintenance during poor weather and winter months.

G Float Replacement**\$2,000,000**

This 900' float is 30 years old and provides moorage for the largest vessels occupying the Cordova Harbor. This float also provides for the primary transient area in the harbor as well. This float was the original float constructed and installed approximately 2 years prior to the remainder of the New Harbor float system during the expansion of the early 80's. This float is constructed of wooden components and due to its age is beginning to fail at a rapidly increasing pace.

Municipal Dock (Ocean Dock) Renovation**\$1,500,000**

Constructed in 1968, the only upgrade to this facility is the replacement of all fenders on the face of the dock in 1983. This project would include the replacement of all fenders, bullrail system and overhead lighting. All of these components are in dire need of an upgrade to allow the most efficient use of the facility by State ferries, barge traffic and commercial fishing vessels.

South Fill Sidewalks**\$100,000**

Sidewalk with rollover curb and gutter 7' x 1700' Proposed project would increase safety in developing commercial district and essential harbor district.

South Fill Expansion & Sawmill Avenue Extension**\$TBD**

Engineering and public facilitation currently underway to be complete by May 1, 2013

Emergency Services/Public Safety Building

\$30,000,000

Multi-use facility (DMV, Fire/EMS, Police and possibly state troopers)
25,000@\$950-\$1400 per square foot.

Recreation Building

TBD

Currently use Bidarki Recreation Center (built in 1930s) and a swimming pool that is aging. Local support is strong and varied across local entities including Cordova School District which utilizes the pool.

Ferry Trail

TBD

Council supports improved transportation route from Alaska Marine Highway dock to harbor and business district. Partnership between City and Copper River Watershed Project to develop further.

A MEMO FROM TINA HAMMER, DEPUTY CITY CLERK

DATE: November 26, 2013

TO: Mayor and City Council

SUBJECT: Resolution 12-13-64

The attached resolution requests the U.S. Army Corps of Engineers extend the public comment period an additional 60 days and schedule a public hearing in Cordova on permit application POA-1994-1014 submitted by the Native Village of Eyak to construct a 4.5 mile road and deepwater port at Shepard Point.

Recommended Motion: Move to approve Resolution 12-13-64.

Required Action: Majority voice vote.

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-13-64**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA REQUESTING A PUBLIC HEARING AND EXTENSION OF THE
COMMENT PERIOD, REGARDING CORDOVA OIL SPILL RESPONSE
FACILITY PROJECT**

WHEREAS the US Army Corps of Engineers is currently considering a permit application from the Native Village of Eyak to construct a 4.5 mile road and deepwater port at Shepard Point; and

WHEREAS the proposed Shepard Point road and port is an item of keen interest to many Cordovans; and

WHEREAS the previous comment opportunities occurred several years ago; and

WHEREAS the materials and studies regarding the application are voluminous, numbering well over 3,000 pages; and

WHEREAS the holiday season is a busy one, with many residents traveling or otherwise engaged; and

WHEREAS the City of Cordova values the voices of its citizens, respects different but valid points of view, and seeks to build consensus rather than forcing confrontation;

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska formally requests that the U.S. Army Corps of Engineers extend the public comment period on permit application POA-1994-1014, for an additional 60 days, and schedule an informational public hearing to be held in Cordova; and

THAT the Mayor transmit this resolution to the U.S. Army Corps of Engineers.

PASSED AND APPROVED THIS 4th DAY OF DECEMBER, 2013

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Memo

To: City Council

Date: November 26, 2013

Re: Resolution 12-13-66 Sheridan Alpine Association request for reimbursement

At the November 6, 2013 City Council meeting, council discussed a letter from the Sheridan Alpine Association asking for reimbursement from the city for a general liability insurance policy they purchased. After the discussion, council asked that a resolution be brought forward to obligate the funds. The letter from Sheridan Alpine Association is attached.

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-13-66**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, APPROPRIATING \$10,811.85 FROM THE GENERAL FUND
RESERVE TO SHERIDAN ALPINE ASSOCIATION TO REIMBURSE
SHERIDAN ALPINE ASSOCIATION FOR THE COST OF GENERAL
LIABILITY INSURANCE PURCHASED ON MARCH 18, 2013**

WHEREAS, the Sheridan Alpine association is a nonprofit organization and provides a service to the City of Cordova which provides a winter recreational opportunity; and

WHEREAS, The City Council supports the Sheridan Alpine Association and the service they provide to the City of Cordova; and

WHEREAS, the Sheridan Alpine Association purchased a general liability insurance policy in March of 2013 for \$10,811.85; and

WHEREAS, the City Council directs the Administration to proceed with reimbursement of \$10,811.85 to the Sheridan Alpine Association as it is in the best interests of the City of Cordova as it benefits the City; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cordova, that the amount of \$10,811.85 is herewith appropriated from the General Fund Reserve to Sheridan Alpine Association to reimbursement Sheridan Alpine Association for liability insurance purchased; and

**PASSED AND APPROVED THIS 4th DAY OF DECEMBER,
2013.**

James Kacsh, Mayor

Attest:

Susan Bourgeois, City Clerk

To: City Council
City of Cordova

10/10/13

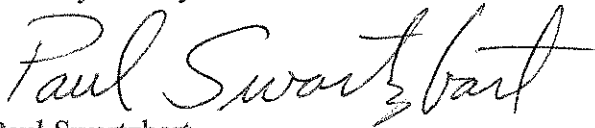
From: Sheridan Alpine Association

Subject: Request for Insurance Reimbursement as required by section 5.13 of the Contract for Ski Area Management Services, July 14, 2013.

Sheridan Alpine Association, the contractor for operating the city owned Mt. Eyak Ski Area is requesting reimbursement for \$10,811.85 spent on 3/18/13 for general liability insurance as outlined in section 6.3 of the Contract for for Ski Area Management Services of 2/18/1994 that was in effect prior to the new contract of 7/14/13.

Sheridan Alpine is also requesting for funds to be budgeted for insurance that will be due on 3/18/14.

Thank you for your consideration

A handwritten signature in cursive script that reads "Paul Swartzbart". The signature is written in black ink and is positioned above the printed name and title.

Paul Swartzbart
President, Sheridan Alpine Association
PO Box 2446
Cordova

Memo

To: City Council

Date: November 25, 2013

Re: Bonding Discussion

At the November 20, 2013 City Council meeting, council was provided information about time frames, potential projects and the financial impacts of bonding streets, sewer, baler and hospital requests. At this meeting, staff is asking for further direction from City Council on how to proceed.

Pending agenda:

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

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

Committees:

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

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, 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 Covell

Calendars:

3 months of calendars are attached hereto
Dec 2013; Jan 2014; Feb 2014

December 2013

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

January 2014

<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 New Year's City Hall Offices Closed 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	2 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	3	4
5	6	7	8 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	9	10	11
12	13	14 6:30 P&Z LMR	15 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	16	17	18
19	20 Martin Luther King Jr.—City Hall Offices Closed	21	22	23	24	25
26	27	28	29	30	31	Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library

February 2014

<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
2	3	4	5 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	6	7	8
9	10	11 6:30 P&Z LMR	12 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	13	14	15
16	17 Presidents' Day City Hall Offices Closed	18 Absentee voting at City Hall	19 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR _____	20 Absentee voting at City Hall	21 _____	22
23	24 Absentee voting at City Hall	25 _____	26 Absentee voting at City Hall	27 _____	28 Absentee voting at City Hall	Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library