

Mayor
James Kallander
Council Members
Tim Joyce
James Kacsh
David Allison
Bret Bradford
EJ Cheshier
David Reggiani
Robert Beedle
Acting City Manager
Cathy Sherman
City Clerk
Susan Bourgeois
Deputy Clerk
Tina Hammer
Student Council
Carl Ranney

**REGULAR COUNCIL MEETING
DECEMBER 19, 2012 @ 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 Tim Joyce, 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
 - a. **Troy Tirrell**, report on the Pioneer Igloo 19 Building Project..... (page 1)
 - b. **Kelsey Appleton**, Cordova Community Fund
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. Superintendent's Report
5. Student Council Representative's Report

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

6. Ordinance 1101..... (page 9)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Dan Nichols of Lot two (2), Block three (3), Cordova Industrial Park – 2nd reading
7. Ordinance 1102..... (page 39)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Thai Vu and Camtu Ho of Lot six (6), Block two (2), Southfill Development Park – 2nd reading
8. Resolution 12-12-50..... (voice vote)(page 73)
A resolution of the City Council of the City of Cordova, Alaska, supporting a Cordova Community Fund
9. Proclamation of Appreciation to Janice Warga..... (page 75)
10. Proclamation of Appreciation to Roy Srb..... (page 76)

H. APPROVAL OF MINUTES

11. Minutes of 12-05-12 City Council Public Hearing..... (page 77)
12. Minutes of 12-05-12 City Council Regular Meeting..... (page 78)

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS

13. Mayor's Report
14. Manager's Report
15. City Clerk's Report..... (page 85)
16. Staff Reports

K. CORRESPONDENCE

17. Letter from Ken Jones in re Ocean Beauty and PWSSC Lot 1 Blk 1 CIP..... (page 86)
18. Mayor letter of thanks to Sara Mason of AKDoT&PF..... (page 87)

19. Talking points/notes from Linda Crider in re Whitshed Bike Path..... (page 88)

L. ORDINANCES AND RESOLUTIONS

20. Resolution 12-12-47..... (voice vote)(page 90)

A resolution of the City Council of the City of Cordova, Alaska adopting service fees, rates and charges for the 2013 calendar budget

21. Resolution 12-12-48..... (roll call vote)(page 105)

A resolution of the City Council of the City of Cordova, Alaska, adopting an operating budget for fiscal year 2013 and appropriating the amount of \$20,706,325

22. Resolution 12-12-49..... (voice vote)(page 113)

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

M. UNFINISHED BUSINESS

23. Approval of MoA between City, NVE and AKDoT&PF..... (voice vote)(page 117)

N. NEW & MISCELLANEOUS BUSINESS

24. Consent of Council for Lobbyist to represent an additional municipality..... (voice vote)(page 121)

25. HSB Recommendations for Hospital Repairs/Renovations..... (voice vote)(page 123)

26. Approval of contract for Interim City Manager..... (voice vote)(page 128)

27. Approval of leave without pay beyond Manager's authority for City employee... (voice vote)(page 133)

28. Pending Agenda and Calendar..... (page 136)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

29. Council Comments

Q. EXECUTIVE SESSION

30. Cordova Center Phase I & II Financial Updates

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.

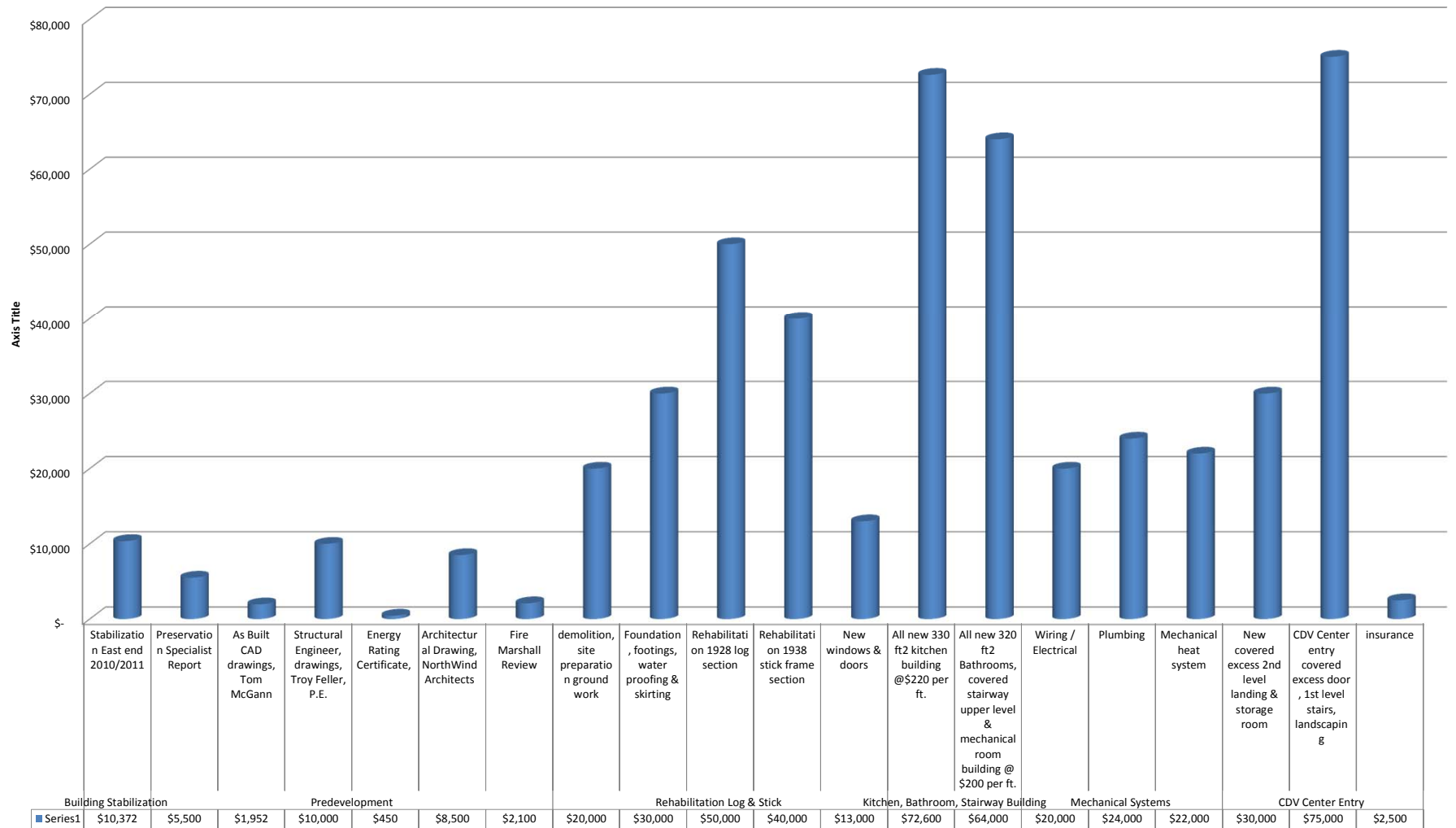
If you have a disability that makes it difficult to attend city-sponsored functions,
you may contact 424-6200 for assistance.

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

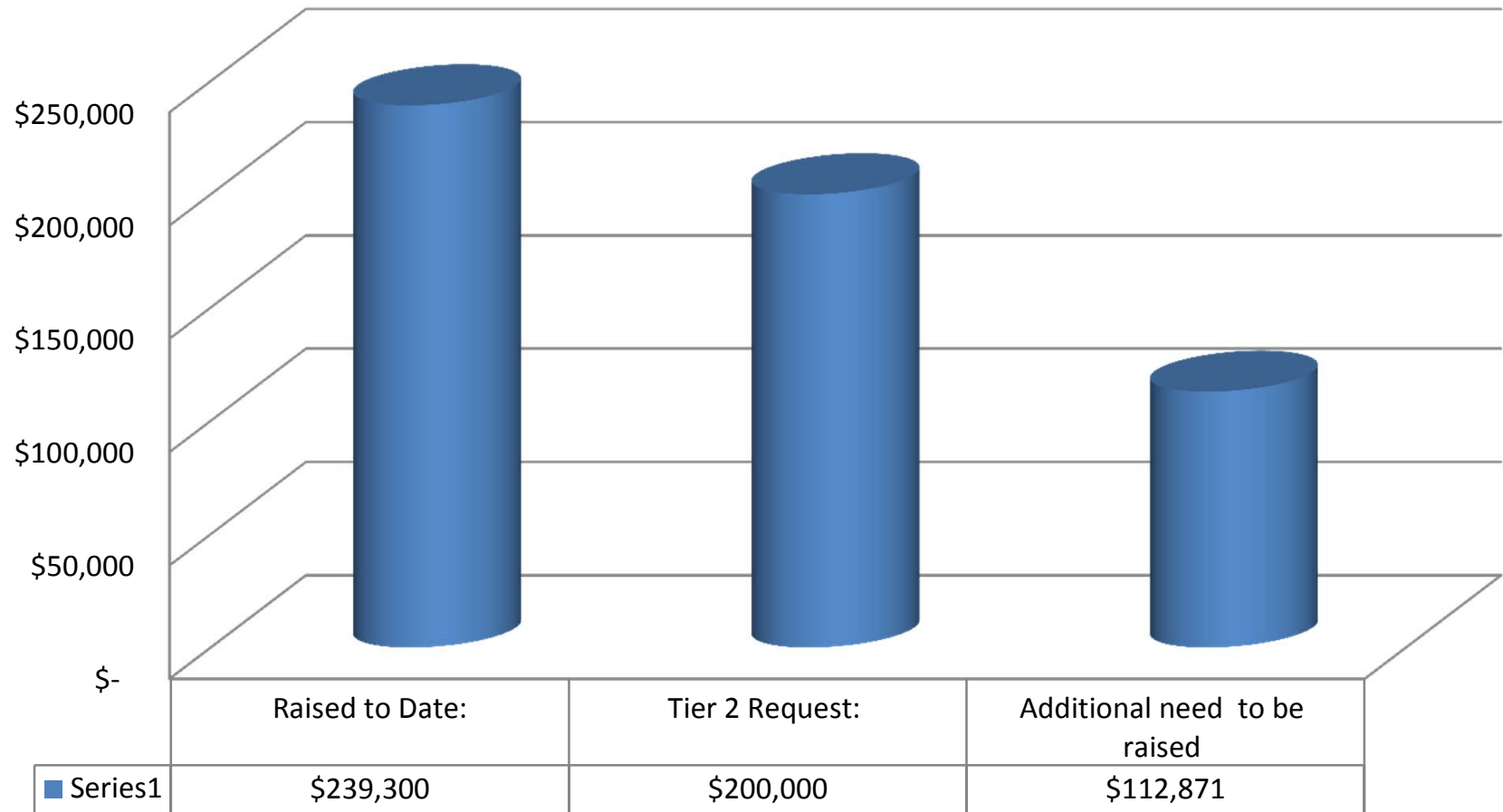
Pioneer Building Restoration Project Budget
December 2012

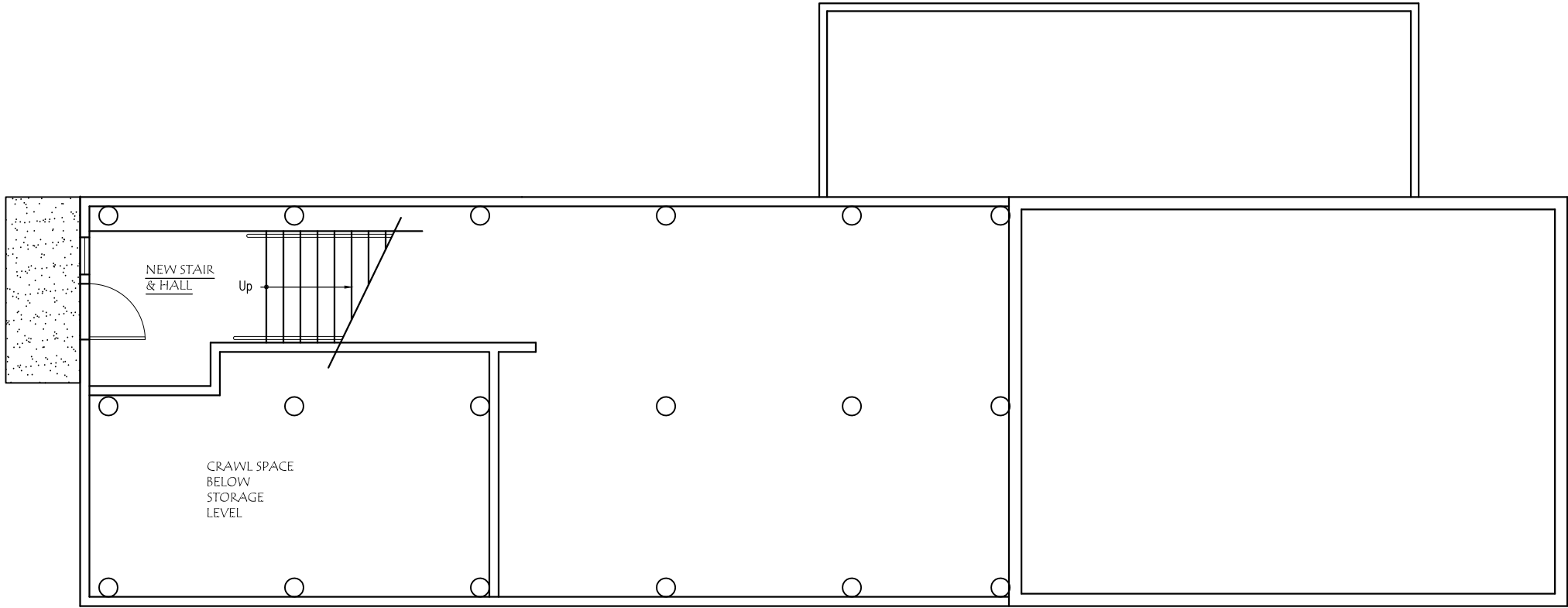
Stabilization East end 2010/2011		10,372
Predevelopment	Preservation Specialist Report	5,500
	As Built CAD drawings, Tom McGann	1,952
	Structural Engineer, drawings, Troy Feller, P.E.	10,000
	Energy Rating Certificate,	450
	Architectural Drawing, NorthWind Architects	8,500
	Fire Marshall Review	2,100
	demolition, site preparation ground work	20,000
Rehabilitation	Foundation, footings, water proofing & skirting	30,000
	Rehabilitation 1928 log section	50,000
	Rehabilitation 1938 stick frame section	40,000
	New windows & doors	13,000
Kitchen, Bathroom, Stairway Building Mechanical Systems , Westside entry	All new 330 ft2 kitchen building @\$220 per ft.	72,600
	All new 320 ft2 Bathrooms, covered stairway upper level & mechanical room building @ \$200 per ft.	64,000
	Wiring / Electrical	20,000
	Plumbing	24,000
	Mechanical heat system: Toyotomi OM-180 Oil Boiler w/base boards	22,000
	New covered excess 2nd level landing & storage room	30,000
	Westside/CDV Center entry covered excess door , 1st level stairs, landscaping	75,000
	insurance	2,500
	SUBTOTAL	501,974
	Add 10% contingency	50,197
Project Total Costs		552,171

Budget 552k



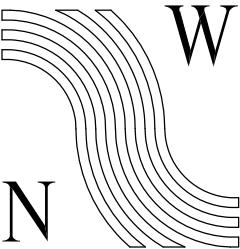
\$ Needed





1 1ST FLOOR PLAN

1/8"=1'-0"



NorthWind
Architects LLC

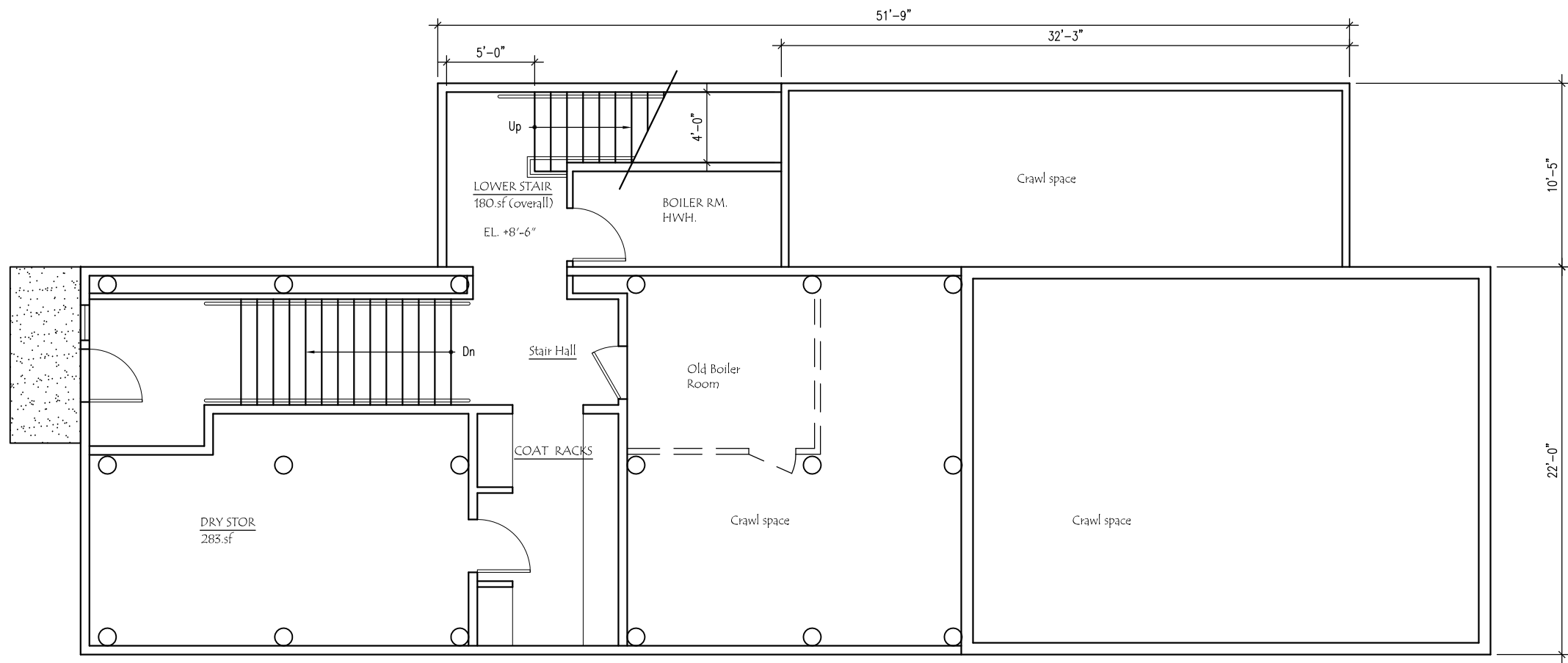
126 Seward Street
Juneau, AK 99801
907.586.6150

CONCEPTUAL DESIGN
Pioneers of Alaska - Igloo #19
Historic Building Restoration & Addition
CORDOVA, ALASKA

SHEET TITLE:
FIRST FLOOR
PLAN

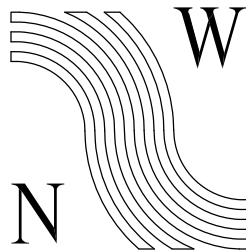
DATE: OCTOBER 2012
CHECKED BY: GRG
DRAWN: GRG

SHEET #
A2041



2 2ND FLOOR PLAN

1/8"=1'-0"



NorthWind
Architects LLC

126 Seward Street
Juneau, AK 99801
907.586.6150

CONCEPTUAL DESIGN

Pioneers of Alaska - Igloo #19
Historic Building Restoration & Addition

CORDOVA, ALASKA

SHEET TITLE:

SECOND FLOOR
PLAN

DATE: OCTOBER 2012

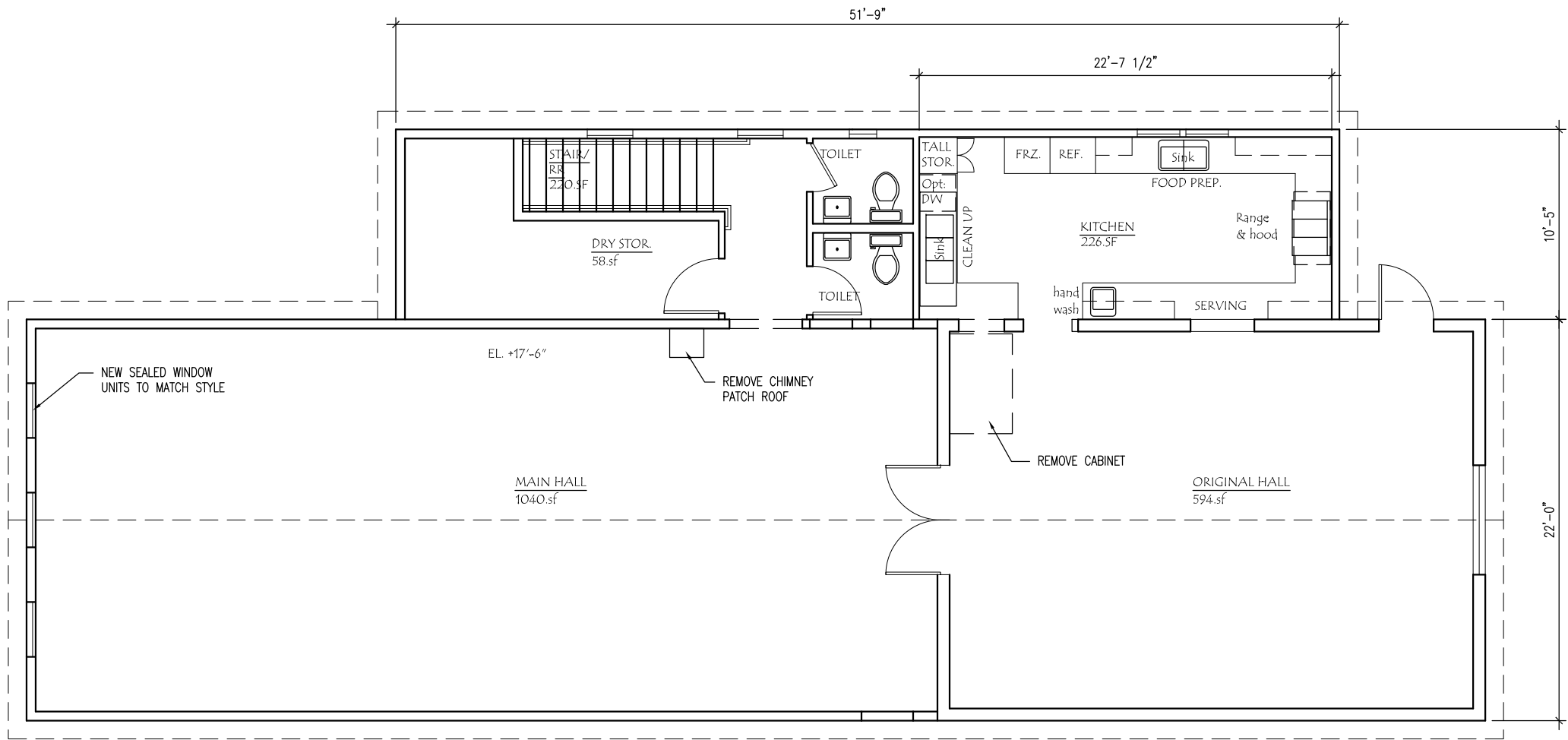
CHECKED BY: GRG

DRAWN: GRG

SHEET #

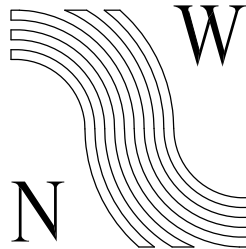
A202

REVISION 1



3 3RD FLOOR PLAN

1/8"=1'-0"



NorthWind
Architects LLC

126 Seward Street
Juneau, AK 99801
907.586.6150

CONCEPTUAL DESIGN

Pioneers of Alaska - Igloo #19
Historic Building Restoration & Addition

CORDOVA, ALASKA

SHEET TITLE:

THIRD FLOOR
PLAN

DATE: OCTOBER 2012

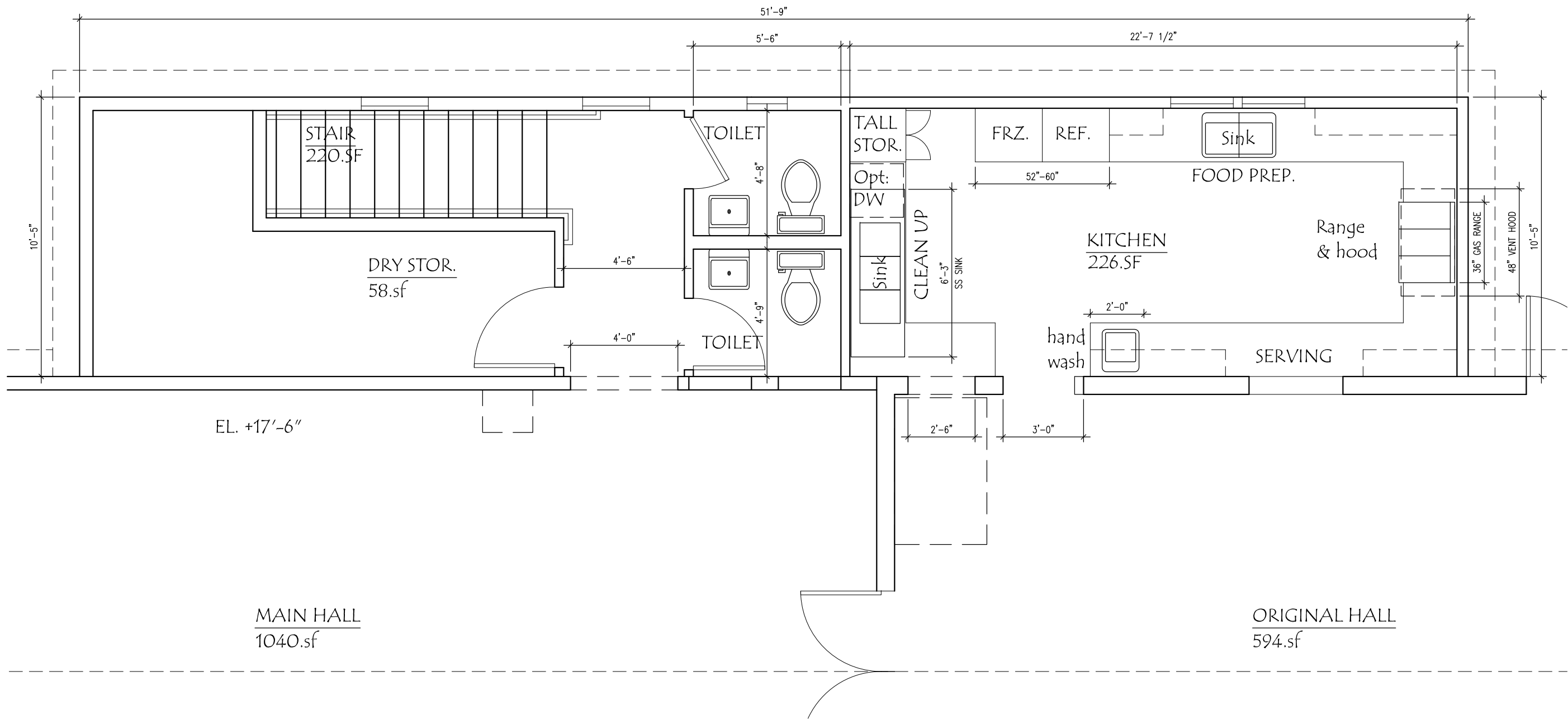
CHECKED BY: GRG

DRAWN: GRG

SHEET #

A203

REVISION 1



NorthWind
Architects LLC

126 Seward Street
Juneau, AK 99801
907.586.6150

CONCEPTUAL DESIGN

Pioneers of Alaska - Igloo #19
Historic Building Restoration & Addition

CORDOVA, ALASKA

SHEET TITLE:

ENLARGED
FLOOR
PLAN

DATE: OCTOBER 2012

CHECKED BY: GRG

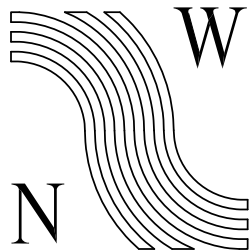
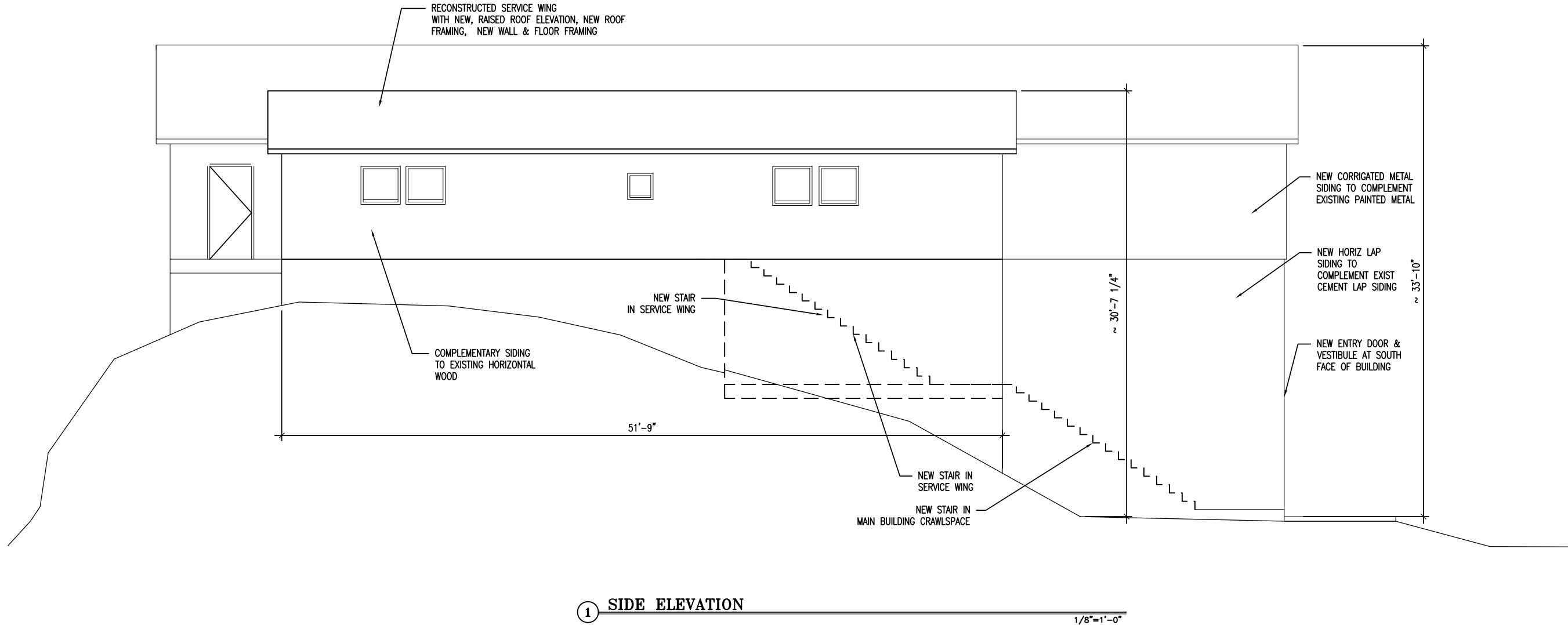
DRAWN: GRG

SHEET #

A205

5 ENLARGED PLAN AT SERVICE ADDITION

1/4"=1'-0"



NorthWind
Architects LLC

126 Seward Street
Juneau, AK 99801
907.586.6150

CONCEPTUAL DESIGN

Pioneers of Alaska - Igloo #19
Historic Building Restoration & Addition

CORDOVA, ALASKA

SHEET TITLE:
ELEVATIONS

DATE: OCTOBER 2012
CHECKED BY: GRG
DRAWN: GRG

SHEET #
A30⁸1

REVISION 1

Memorandum

To: City Council

Thru: Samantha Greenwood, City Planner

Date: November 28, 2012

Re: Final Sales Contract

PART I. GENERAL INFORMATION:

7/10/2012	P&Z recommended that City Council dispose of Lot 2 Block 3 Cordova Industrial Park by sealed proposals
8/01/2012	City Council decides to dispose of Lot 2 Block 3 Cordova Industrial Park by proposals
9/17/2012	End of public proposal period
10/09/2012	P&Z recommends to City Council Dan Nichols proposal
10/17/2012	City Council awards Lot 2 Block 3 Cordova Industrial Park to Dan Nichols

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

PART II. RECOMMENDED CITY COUNCIL MOTION:

Motion for Approval:

"I move that to adopt Ordinance 1101 an ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Dan Nichols of Lot two (2), Block three (3), Cordova Industrial Park."

**CITY OF CORDOVA
ORDINANCE 1101**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, AUTHORIZING THE CONVEYANCE TO DAN NICHOLS OF
LOT TWO (2), BLOCK THREE (3), CORDOVA INDUSTRIAL PARK**

WHEREAS, pursuant to CMC 5.22.030, the City of Cordova solicited proposals for the purchase of Lot Two (2), Block Three (3), Cordova Industrial Park (the "Property"); and

WHEREAS, the Council finds that the proposal submitted by Dan Nichols is the best proposal for the purchase of the Property; and

WHEREAS, the purchase price proposed by Dan Nichols is not less than appraised fair market value of the Property; and

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

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

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

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

Section 2. The disposal of the Property authorized by this ordinance is subject to the requirements of City Charter, Section 5-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this

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

1st reading: December 5, 2012

2nd reading and public hearing: December 19, 2012

PASSED AND APPROVED THIS 19th DAY OF DECEMBER, 2012.

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of December ____, 2012 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller"), whose address is P.O. Box 1210, Cordova, Alaska 99574, and DAN NICHOLS ("Purchaser"), whose address is P.O. Box 235, Cordova, Alaska 99574.

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

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

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

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

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

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

2. **The Purchase Price.** The purchase price for the Property is NINETY-FOUR THOUSAND AND 00/100THS DOLLARS (\$94,000) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 11 below).

(a) Within five (5) business days after execution of this Agreement by all parties, Purchaser shall deposit a fully executed copy of this Agreement, and the sum of Five Thousand and 00/100ths Dollars (\$5,000.00) as an earnest money deposit (the "Deposit"), in escrow ("Opening of Escrow") with First American Title Company of Alaska ("Escrow Agent").

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

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

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

3. Title.

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

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

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

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

(b) Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so)

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

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

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

6. Conditions Precedent to Closing.

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

(1) Purchaser shall not have terminated this Agreement in accordance with Section 3, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

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

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

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

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

The conditions set forth in this Section 6(a) are solely for the benefit of Seller and may be waived only by Seller and only in writing. Seller shall, at all times prior to the termination of this Agreement, have the right to waive any of these conditions.

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

(1) Purchaser shall not have terminated this Agreement in accordance with Section 3, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

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

(3) There shall be no uncured breach of any of Seller's representations or warranties as set forth in Section 4 or the covenants as set forth in Section 7, as of the Closing.

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

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

The conditions set forth in this Section 6(b) are solely for the benefit of Purchaser and may be waived only by Purchaser and only in writing. Purchaser shall, at all times prior to the termination of this Agreement, have the right to waive any of these conditions.

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

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

(b) Seller agrees to notify Purchaser promptly of the occurrence of any event which violates any covenant set forth in this Section 7.

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

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

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

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

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

(a) The balance of the Purchase Price, together with such other sums as Escrow Agent shall require to pay Purchaser's share of the Closing costs, prorations, reimbursements and adjustments as set forth in Section 10 and Section 12, in immediately available funds.

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

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

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

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

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

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. In no event will there be any proration of insurance premiums under Seller's existing policies of insurance relating to the Property, and Purchaser acknowledges and agrees that none of Seller's insurance policies (or any proceeds payable thereunder) will be assigned to Purchaser at the Closing, and Purchaser shall be solely obligated to obtain any and all insurance that he deems necessary or desirable. The provisions of this Section 10 shall survive the Closing.

11. **Closing.** The purchase and sale contemplated herein shall close on or before sixty (60) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing"

means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska (the "Official Records"). The Closing shall occur at the offices of the Escrow Agent as set forth in Section 17(m).

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

13. **Risk of Loss.** If, prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit and all interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election of (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 13, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

14. **Default.**

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

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

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

15. **Escrow.**

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

(b) Deposits into Escrow. Seller shall make its deliveries into escrow in accordance with Section 8. Purchaser shall make his deliveries into escrow in accordance with Section 9. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchaser pursuant to Sections 8 and 9; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.

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

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

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

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

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

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

16. Reciprocal Indemnification.

(a) Seller hereby agrees to indemnify, hold harmless and defend Purchaser from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, charges and costs, incurred by Purchaser by reason of: (i) Seller's breach of any covenants, representations or warranties of Seller contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Seller's failure to duly perform and discharge Retained Liabilities, as defined below. The Retained Liabilities include: (i) any liability the existence of which would constitute a breach of any of Seller's representations or warranties contained in Section 4; and (ii) any expenses, liabilities or obligations relating to the Property or its operation arising from acts, omissions, occurrences or matters that took place prior to the Closing.

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

17. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller:	City of Cordova Attn: City Manager P.O. Box 1210 Cordova, Alaska 99574
Purchaser:	Dan Nichols P.O. Box 235 Cordova, Alaska 99574
Escrow Agent:	First American Title 165 E Parks Highway, Ste 101, Wasilla, Alaska 99564
Title Company:	First American Title 165 E Parks Highway, Ste 101 Wasilla, Alaska 99564

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

(n) The parties agree to execute such instructions to Escrow Agent and Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement on terms mutually acceptable to Purchaser and Seller.

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

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

SELLER: CITY OF CORDOVA

By: _____
Cathy Sherman, Acting City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of December, 2012, by Cathy Sherman, Acting City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

PURCHASER:

DAN NICHOLS

By: _____
Dan Nichols

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of December, 2012, by Dan Nichols.

Notary Public in and for Alaska
My commission expires:_____

EXHIBIT A

Legal Description of the Property

Lot 2, Block 3, CORDOVA INDUSTRIAL PARK, according to Plat No. 98-10, filed in the Cordova Recording District, Third Judicial District, State of Alaska.

EXHIBIT B

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording return to:

Thomas F. Klinkner
Birch Horton Bittner & Cherot
1127 West 7th Avenue
Anchorage, AK 99501

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P.O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, conveys and quitclaims to DAN NICHOLS, whose address is P.O. Box 235, Cordova, Alaska 99574, all interest which Grantor has, if any, in the following described real property:

Lot 2, Block 3, CORDOVA INDUSTRIAL PARK, according to Plat No. 98-10, filed in the Cordova Recording District, Third Judicial District, State of Alaska.

DATED this _____ day of December, 2012.

GRANTOR:

CITY OF CORDOVA

By: _____
Cathy Sherman, Acting City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of December, 2012, by Cathy Sherman, Acting City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires:_____

EXHIBIT C
Form of Performance Deed of Trust

CORDOVA RECORDING DISTRICT

AFTER RECORDING, RETURN TO:

Thomas F. Klinkner
Birch, Horton, Bittner and Cherot
1127 W. 7th Avenue
Anchorage, Alaska 99501-3399

PERFORMANCE DEED OF TRUST

This PERFORMANCE DEED OF TRUST (this "Deed of Trust") is made this ____ day of December, 2012 (the "Effective Date"), by DAN NICHOLS (the "Trustor"), whose address is P.O. Box 235, Cordova, Alaska 99574, to First American Title Company of Alaska (the "Trustee"), whose address is 165 E. Parks Highway, Suite 101, Wasilla, Alaska 99654 for the benefit of the CITY OF CORDOVA (the "Beneficiary"), whose address is P.O. Box 1210, Cordova, Alaska 99574.

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

Lot Two (2), Block Three (3), CORDOVA INDUSTRIAL PARK, according to Plat No. 98-10 filed in the Cordova Recording District, Third Judicial District, State of Alaska.

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

2. **COMMENCEMENT AND SUBSTANTIAL COMPLETION OF CONSTRUCTION; OPERATIONAL OBLIGATIONS.** On or before the date four (4) years after the Effective Date, Trustor shall substantially complete construction of a two-story, 70 x 70 foot building on the Property (the "Building"). Purchaser will develop the Property for commercial use consistent with plans as attached in Exhibit A. For purposes of this Section 2 and Section 7.2 hereof, the term "substantially complete" shall mean the stage of progress of construction when the Building, including without limitation its structure, façade and windows, roof, heating, plumbing and lighting, are

sufficiently complete so that the Trustor can occupy and use the Building for its intended purposes.

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

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

4.1 **Warranties**

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

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

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

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

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

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

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

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

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

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

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

6. **REMEDIES UPON DEFAULT.**

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

6.2 **Liquidated Damages.** Trustor agrees that Beneficiary has sold the Property to Trustor for NINETY-FOUR THOUSAND DOLLARS (\$94,000), and that part of the consideration for the sale was Trustor's completion of the Building, which benefits the public interest, including without limitation the economy of the City of Cordova. The parties understand the impracticality and difficulty of fixing Beneficiary's actual damages in the event of Trustor's default, and the parties therefore agree that the amount of THIRTY THOUSAND DOLLARS (\$30,000) shall be the amount stated in any notice of default and sale that Trustee shall record as the amount due and owing to Beneficiary for Trustor's breach of his obligation under this Deed of Trust.

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

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

7. **TRUSTEE.**

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

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

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

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

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

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

warranty, express or implied. The recital in such deed and bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee, including Trustor or Beneficiary, may purchase at such sale.

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

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

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

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

8. **HAZARDOUS SUBSTANCES.**

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

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

8.1.2 Trustor will at all times and in all respects use his best efforts to comply with all Environmental Laws. Trustor's duty of compliance with Environmental Laws includes without limitation the duty to undertake the following specific actions: (1) Trustor will, at his own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (2) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, any and all Hazardous Substances to be treated and/or disposed by Trustor will be removed and transported solely by duly licensed transporters to a duly licensed

treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

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

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

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

8.2.1 "Environmental Laws" means all laws and regulations, now or hereafter in effect, with respect to Hazardous Substances, including without limitation the Comprehensive Environmental response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, *et seq.*), the Clean Water Act, as amended (33 U.S.C. Section 1321, *et seq.*), the Clean Air Act, as amended (42 U.S.C. Section 7401,

et seq.), and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, *et seq.*), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

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

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

10. **MISCELLANEOUS.**

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

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

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

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

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

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

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

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

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

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

//

//

//

//

//

//

//

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

TRUSTOR:

DAN NICHOLS

By: _____
Dan Nichols

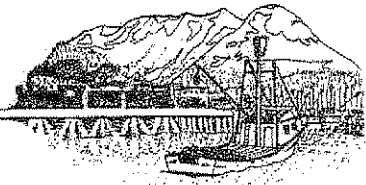
STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of December, 2012, by DAN NICHOLS.

Notary Public in and for Alaska
My commission expires:_____

Exhibit A

CITY OF CORDOVA



SEALED PROPOSAL FORM

All proposals must be submitted by September 17, 2012 @ 5p.m in a sealed envelope.

Property: Lot 2, Block 3, located in the Cordova Industrial Park. See attached map.

Name of Proposer Dan Nichols
Name of Business Nichols Building

Address Box 235
Cordova, AK
99574

Phone Number 907-429-7559

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

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

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

The minimum price that will be accepted for Lot 2, Block 3; Cordova Industrial Park is \$93,500, except for entities that qualify to present proposals for less than fair market value as set forth in Cordova Municipal Code section 5.22.070. Fair Market Value for this property is based on the Assessed Value plus State adjustment. If the successful proposal amount is greater than the appraised value, that shall be the amount paid for the property.

Proposed Price 94,000.00

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

Please review the attached section of Code for the allowable uses within the Waterfront Industrial Zone District.

Dan Nichols
PO Box 235
Cordova, AK 99574

City of Cordova
Planning Department
C/O Sealed Proposals
PO Box 1210
Cordova, AK 99574

Attn: Sealed Proposal L2, B3, CIP

Approximately one half of the lot will be used as a trucking company providing freight to Cordova through the State of Alaska Ferry System, 3 times a week from Anchorage. Half of the remaining building will be for boat repair in a heated, well lit area. We will offer daily, weekly and monthly rates accommodating up to four boats at a time. The space remaining will be customized for a possible life raft packing business or refrigeration/diesel mechanic who has expressed interest in the property and/or expansion of existing business. The second floor of the building will have apartment space for the manager of the trucking company and the additional service industries. Apartments are non-existent in Cordova in the summer time making it nearly impossible to attract and hold good people.

The benefit to the community includes the ability to get freight to Cordova, by a locally owned operator at a competitive rate, helping to make Cordova a much more affordable community. Also, to be able to supply Nichols Backdoor Store with more products. To add more guaranteed reserved ferry space to help protect against cancelation, which has happened recently with the Ferry system.

As for the boat shop, with our town getting over 14 feet of precipitation annually, as well as numerous cold and dark days, maintenance gets taken out of town and out of state for lack of adequate work

space. I am betting my money that when provided with a comfortable working environment people will utilize the space for repair, maintenance, upgrades and completion of hull and cabin packages where they live instead of out of town. Peterson Welding is for sale and if that shop fails to remain a welding shop we as a community will need another such shop. This building will supply commercial space in town that will supply such a space an affordable price.

What is the value of the proposed improvements? I will be investing roughly \$300,000 into the building alone.

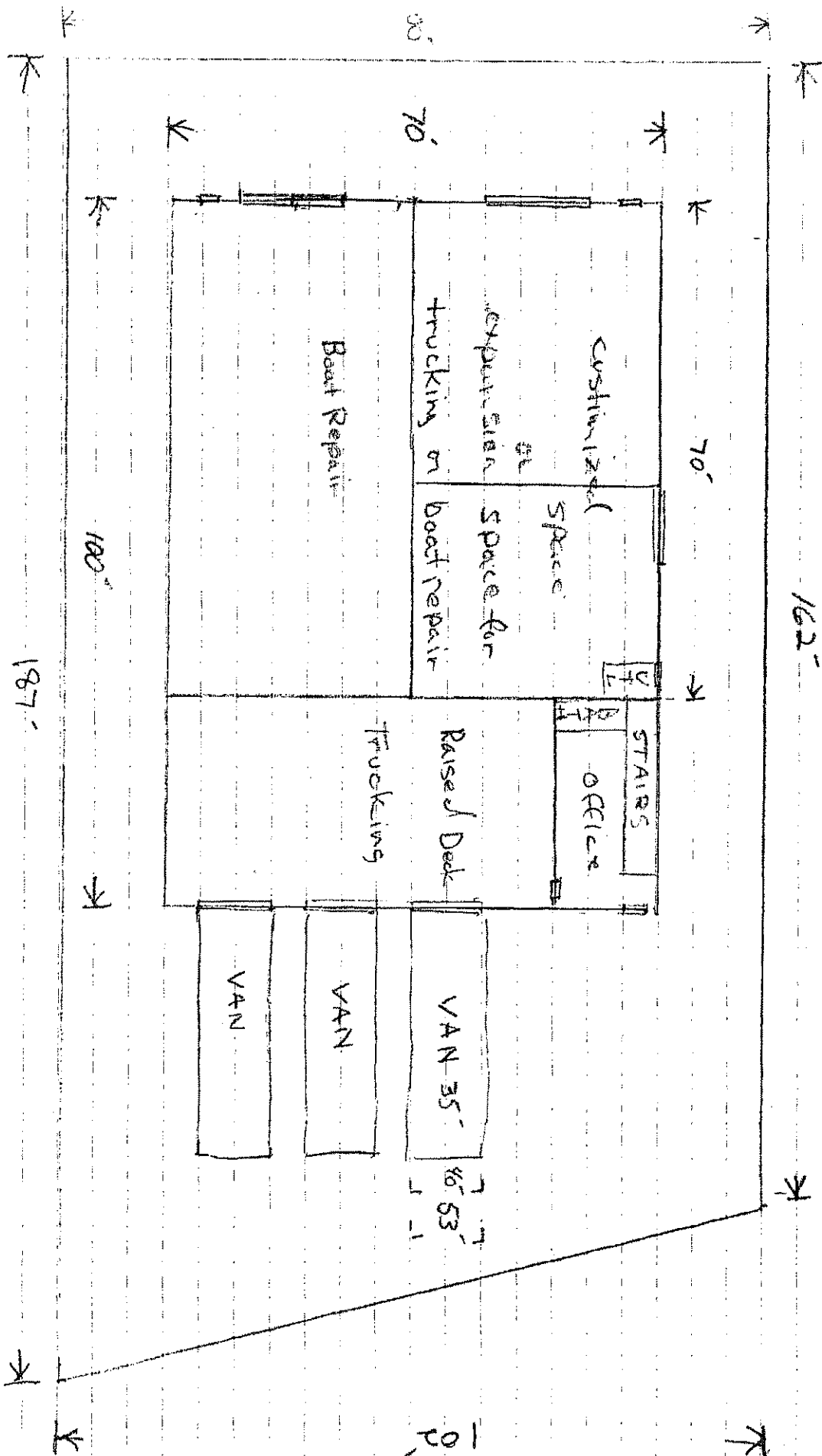
Thank you for your time.

Sincerely,

Dan Nichols

2)

7000 sq ft



Memorandum

To: City Council

Thru: Samantha Greenwood, City Planner

Date: November 28, 2012

Re: Final Sales Contract

PART I. GENERAL INFORMATION:

7/10/2012	P&Z recommended that City Council dispose of Lot 6, Block 2, Southfill Development Park by sealed proposals
8/01/2012	City Council decides to dispose of Lot 6, Block 2, Southfill Development Park by proposals
9/17/2012	End of public proposal period
10/09/2012	P&Z recommends two proposals to City Council
10/17/2012	City Council awards Lot 6, Block 2, Southfill Development Park to Thai Vu and Camtu Ho

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

PART II. RECOMMENDED CITY COUNCIL MOTION:

Motion for Approval:

"I move to adopt Ordinance 1102 an ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Thai Vu and Camtu Ho of Lot six (6), Block two (2), Southfill Development Park."

**CITY OF CORDOVA
ORDINANCE 1102**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, AUTHORIZING THE CONVEYANCE TO THAI VU AND CAMTU HO
OF LOT SIX (6), BLOCK TWO (2), SOUTHFILL DEVELOPMENT PARK**

WHEREAS, pursuant to CMC 5.22.030, the City of Cordova solicited proposals for the purchase of Lot Six (6), Block Two (2), Southfill Development Park (the "Property"); and

WHEREAS, the Council finds that the proposal submitted by Thai Vu and Camtu Ho is the best proposal for the purchase of the Property; and

WHEREAS, the purchase price proposed by Thai Vu and Camtu Ho is not less than appraised fair market value of the Property; and

WHEREAS, in selecting the proposal of Thai VU and Camtu Ho to purchase the property, the Council relied on the plan to develop the Property that was part of the proposal, and the disposal of the Property should be conditioned upon the development of the Property in accordance with that plan; and

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

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

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

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

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

1st reading: December 5, 2012

2nd reading and public hearing: December 19, 2012

PASSED AND APPROVED THIS 19th DAY OF DECEMBER, 2012.

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of December ____, 2012 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller"), whose address is P.O. Box 1210, Cordova, Alaska 99574, and THAI VU and CAMTU HO ("Purchasers"), whose address is P.O. Box 1502, Cordova, Alaska 99574.

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

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

WHEREAS, Purchasers have funds to pay the cost of acquiring the Property; and

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

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

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

2. **The Purchase Price.** The purchase price for the Property is NINETY-EIGHT THOUSAND DOLLARS (\$98,000) (the "Purchase Price"), which consists of principal in the amount of SEVENTY-EIGHT THOUSAND DOLLARS (\$78,000) and interest in the amount of TWENTY THOUSAND DOLLARS (\$20,000). The purchase price shall be paid as follows: Purchasers shall make a down payment of TEN THOUSAND DOLLARS (\$10,000) which shall be paid to Seller at the Closing (as that term is defined in Section 11 below). The balance of the Purchase Price (\$88,000) shall be paid by Purchasers to Seller in four (4) annual installments: three (3) annual payments of TWENTY THOUSAND DOLLARS (\$20,000) and a final annual payment of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000). The first installment shall be paid by Purchasers to Seller on the first day of June following the Effective Date, with each remaining installment due on June 1 for three (3) consecutive years thereafter.

(a) Within five (5) business days after execution of this Agreement by all parties, Purchasers shall deposit a fully executed copy of this Agreement, and the sum of Five Thousand Dollars (\$5,000) as an earnest money deposit (the "Deposit"), in escrow ("Opening of Escrow") with First American Title ("Escrow Agent").

(b) In the event the purchase and sale of the Property are consummated as contemplated hereunder, the Deposit shall be retained by Seller and credited against the Purchase Price at Closing, or otherwise disbursed in accordance with this Agreement.

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

3. Title.

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

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

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

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

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

5. Representations, Warranties and Covenants of Purchasers. Purchasers represent and warrant to Seller that the following matters are true and correct as of the execution of this Agreement and also will be true and correct as of the Closing:

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

6. Conditions Precedent to Closing.

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

(1) Purchasers shall not have terminated this Agreement in accordance with Section 3, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

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

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

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

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

The conditions set forth in this Section 6(a) are solely for the benefit of Seller and may be waived only by Seller and only in writing. Seller shall, at all times prior to the termination of this Agreement, have the right to waive any of these conditions.

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

(1) Purchasers shall not have terminated this Agreement in accordance with Section 3, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

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

(3) There shall be no uncured breach of any of Seller's representations or warranties as set forth in Section 4 or the covenants as set forth in Section 7, as of the Closing.

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

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

The conditions set forth in this Section 6(b) are solely for the benefit of Purchasers and may be waived only by Purchasers and only in writing. Purchasers shall, at all times prior to the termination of this Agreement, have the right to waive any of these conditions.

7. Covenants of Seller. Seller hereby covenants with Purchasers, as follows:

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

(b) Seller agrees to notify Purchasers promptly of the occurrence of any event which violates any covenant set forth in this Section 7.

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

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

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

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

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

(a) The balance of the Purchase Price, together with such other sums as Escrow Agent shall require to pay Purchasers' share of the Closing costs, prorations, reimbursements and adjustments as set forth in Section 10 and Section 12, in immediately available funds.

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

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

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

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

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

For purposes of calculating prorations, Purchasers shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the

month and a three hundred sixty-five (365) day year. In no event will there be any proration of insurance premiums under Seller's existing policies of insurance relating to the Property, and Purchasers acknowledge and agree that none of Seller's insurance policies (or any proceeds payable thereunder) will be assigned to Purchasers at the Closing, and Purchasers shall be solely obligated to obtain any and all insurance that they deem necessary or desirable. The provisions of this Section 10 shall survive the Closing.

11. **Closing.** The purchase and sale contemplated herein shall close on or before sixty (60) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska (the "Official Records"). The Closing shall occur at the offices of the Escrow Agent as set forth in Section 17(m).

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

13. **Risk of Loss.** If, prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchasers shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit and all interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchasers and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchasers' failure to elect timely shall be deemed an election of (ii). If Purchasers elect to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchasers' prior written consent. As used in this Section 13, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

14. Default.

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

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

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

15. Escrow.

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

(b) Deposits into Escrow. Seller shall make its deliveries into escrow in accordance with Section 8. Purchasers shall make their deliveries into escrow in accordance with Section 9. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and

Purchasers pursuant to Sections 8 and 9; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.

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

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

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

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

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

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

16. Reciprocal Indemnification.

(a) Seller hereby agrees to indemnify, hold harmless and defend Purchasers from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorney's fees, charges and costs, incurred by Purchasers by reason of: (i) Seller's breach of any covenants, representations or warranties of Seller contained in this Agreement which survive the Closing, or (ii) without limiting the generality of the foregoing, Seller's failure to duly perform and discharge Retained Liabilities, as defined below. The Retained Liabilities include: (i) any liability the existence of which would constitute a breach of any of Seller's representations or warranties contained in Section 4; and (ii) any expenses, liabilities or obligations relating to the Property or its operation arising from acts, omissions, occurrences or matters that took place prior to the Closing.

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

17. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchasers: Thai Vu and Camtu Ho
P.O. Box 1502
Cordova, Alaska 99574

Escrow Agent: First American Title Insurance Company
165 E. Parks Highway, Ste. 101
Wasilla, Alaska 99564

Title Company: First American Title Insurance Company
165 E. Parks Highway, Ste. 101
Wasilla, Alaska 99564

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

(n) The parties agree to execute such instructions to Escrow Agent and Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement on terms mutually acceptable to Purchasers and Seller.

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

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

SELLER: CITY OF CORDOVA

By: _____
Mark Lynch, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of December, 2012, by Mark Lynch, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires:_____

PURCHASERS: THAI VU AND CAMTU HO

By: _____
Thai Vu

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of December, 2012, by THAI VU.

Notary Public in and for Alaska
My commission expires:_____

By: _____
Camtu Ho

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of December, 2012, by Camtu Ho.

Notary Public in and for Alaska
My commission expires:_____

EXHIBIT A

Legal Description of the Property

Lot 6, Block 2, SOUTHFILL DEVELOPMENT PARK, according to Plat No. 86-2, filed in the Cordova Recording District, Third Judicial District, State of Alaska.

EXHIBIT C
Form of Performance Deed of Trust

CORDOVA RECORDING DISTRICT

AFTER RECORDING, RETURN TO:

Thomas F. Klinkner
Birch, Horton, Bittner and Cherot
1127 W. 7th Avenue
Anchorage, Alaska 99501-3399

PERFORMANCE DEED OF TRUST

This PERFORMANCE DEED OF TRUST (this "Deed of Trust") is made this ____ day of December, 2012 (the "Effective Date"), by THAI VU and CAMTU HO (the "Trustors"), whose address is P.O. Box 1502, Cordova, Alaska 99574, to First American Title Insurance Company (the "Trustee"), whose address is 165 East Parks Highway, Suite 101, Wasilla, Alaska 99654, for the benefit of the CITY OF CORDOVA (the "Beneficiary"), whose address is P.O. Box 1210, Cordova, Alaska 99574.

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

Lot Six (6), Block Two (2), SOUTHFILL DEVELOPMENT
PARK, according to Plat No. 86-2 filed in the Cordova
Recording District, Third Judicial District, State of Alaska.

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

2. **COMMENCEMENT AND SUBSTANTIAL COMPLETION OF CONSTRUCTION; OPERATIONAL OBLIGATIONS.** On or before the date five (5) years after the Effective Date, Trustors shall substantially complete construction of a two-story, 60 x 90 foot building on the Property (the "Building"). Purchasers will develop the Property for commercial use consistent with plans as attached in Exhibit A. For purposes of this Section 2 and Section 7.2 hereof, the term "substantially complete" shall mean the stage of progress of construction when the Building, including without limitation its structure, façade and windows, roof, heating, plumbing and lighting, are

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

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

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

4.1 **Warranties**

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

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

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

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

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

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

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

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

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

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

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

6. **REMEDIES UPON DEFAULT.**

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

6.2 **Liquidated Damages.** Trustors agree that Beneficiary has sold the Property to Trustors for NINETY-EIGHT THOUSAND DOLLARS (\$98,000), and that part of the consideration for the sale was Trustors' completion of the Building, which benefits the public interest, including without limitation the economy of the City of Cordova. The parties understand the impracticality and difficulty of fixing Beneficiary's actual damages in the event of Trustors' default, and the parties therefore agree that the amount of THIRTY THOUSAND DOLLARS (\$30,000) shall be the amount stated in any notice of default and sale that Trustee shall record as the amount due and owing to Beneficiary for Trustors' breach of their obligation under this Deed of Trust.

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

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

7. **TRUSTEE.**

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

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

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

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

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

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

covenant or warranty, express or implied. The recital in such deed and bill of sale of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person other than Trustee, including Trustors or Beneficiary, may purchase at such sale.

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

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

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

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

8. **HAZARDOUS SUBSTANCES.**

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

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

8.1.2 Trustors will at all times and in all respects use their best efforts to comply with all Environmental Laws. Trustors' duty of compliance with Environmental Laws includes without limitation the duty to undertake the following specific actions: (1) Trustors will, at their own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (2) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, any and all Hazardous Substances to be treated and/or disposed by Trustors will be removed and transported solely by duly licensed transporters to a duly licensed

treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

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

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

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

8.2.1 "Environmental Laws" means all laws and regulations, now or hereafter in effect, with respect to Hazardous Substances, including without limitation the Comprehensive Environmental response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, *et seq.*), the Clean Water Act, as amended (33 U.S.C. Section 1321, *et seq.*), the Clean Air Act, as amended (42 U.S.C. Section 7401,

et seq.), and the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, *et seq.*), and any state or local similar laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

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

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

10. **MISCELLANEOUS.**

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

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

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

preservation of Beneficiary's security and, to the extent permitted by law, such amounts shall have a lien priority date as of the date of recording of this Deed of Trust.

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

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

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

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

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

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

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

//

//

//

//

//

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

TRUSTORS:

THAI VU and CAMTU HO

By: _____
Thai Vu

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of December, 2012, by THAI VU.

Notary Public in and for Alaska
My commission expires: _____

By: _____
Camtu Ho

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of December, 2012, by CAMTU HO.

Notary Public in and for Alaska
My commission expires: _____

EXHIBIT B

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording return to:

Thomas F. Klinkner
Birch Horton Bittner & Cherot
1127 West 7th Avenue
Anchorage, AK 99501

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P.O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which are hereby acknowledged, conveys and quitclaims to THAI VU and CAMTU HO, whose address is P.O. Box 1502, Cordova, Alaska 99574, all interest which Grantor has, if any, in the following described real property:

Lot 6, Block 2, SOUTHFILL DEVELOPMENT PARK, according to Plat No. 86-2, filed in the Cordova Recording District, Third Judicial District, State of Alaska.

DATED this _____ day of December, 2012.

GRANTOR:

CITY OF CORDOVA

By: _____
Cathy Sherman, Acting City Manager

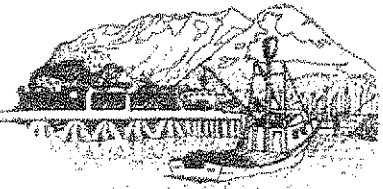
STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of December, 2012, by Cathy Sherman, Acting City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires:_____

Exhibit A

CITY OF CORDOVA



SEALED PROPOSAL FORM

All proposals must be submitted by September 17, 2012 @ 5p.m in a sealed envelope.

Property: Lot 6, Block 2, located in the South Fill Development Park. See attached map.

Name of Proposer THAI VU AND CAMTU HO

Name of Business CAMTU SERVICE CENTER

Address PO BOX 1502
CORDOVA, AK 99574

Phone Number 907-424-3124

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

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

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

The minimum price that will be accepted for Lot 6, Block 2; South Fill Development Park is \$73,500, except for entities that qualify to present proposals for less than fair market value as set forth in Cordova Municipal Code section 5.22.070. Fair Market Value for this property is based on the Appraised Value. If the successful proposal amount is greater than the appraised value, that shall be the amount paid for the property.

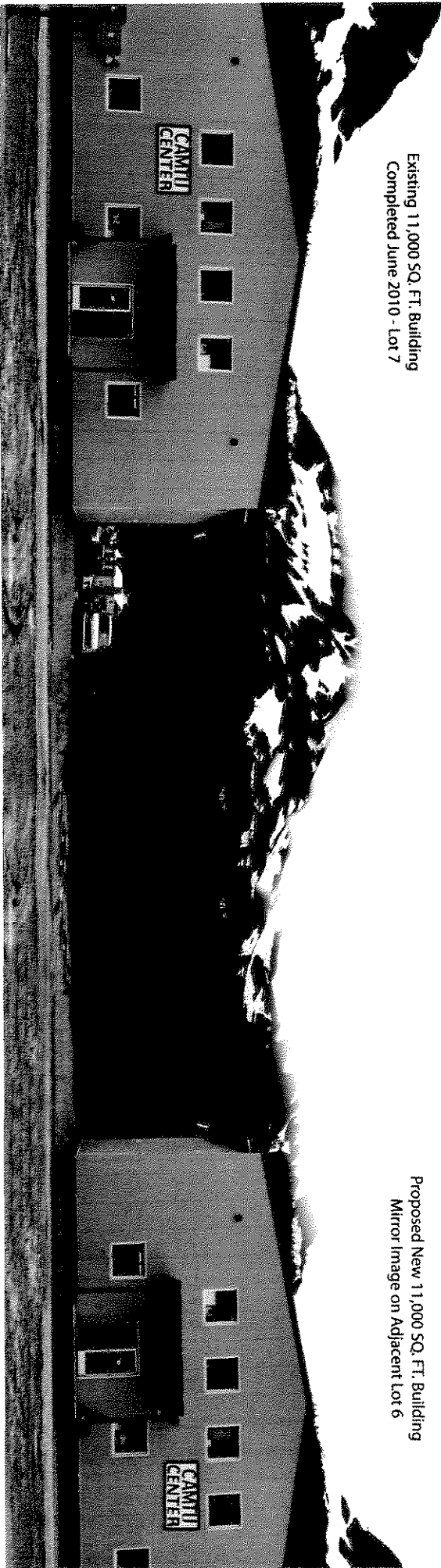
Proposed Price \$78,000.00

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

Please review the attached section of Code for the allowable uses within the Waterfront Commercial Zone District.

CAMTU SERVICE CENTER
PROPOSAL
LOT 6, BLOCK 2, SOUTH HILL DEVELOPMENT PARK

Existing 11,000 SQ. FT. Building
Completed June 2010 - Lot 7



Proposed New 11,000 SQ. FT. Building
Mirror Image on Adjacent Lot 6

City of Cordova
Planning Department
PO Box 1210
Cordova, AK 99574

Camtu Center
PO Box 1502
Cordova, AK 99574

Thai Vu
P.O. Box 1502
Cordova, Alaska 99574
Phone: (907) 424-3124
Fax: (907) 424-3193
e-mail: thaitulh@ak.net

September 1, 2012

City of Cordova
Planning Department
C/O Sealed Proposals
P.O. Box 1210
Cordova, Alaska 99574

Attn: Sealed Proposal L6, B2, SFDP

Dear Planning Commission,

Over a year ago when the City sold us our current Lot 7 for development it was our goal to fully use our new building with a market, restaurant, net storage, and clothing center for a few years, and then think about expanding. In less than a few months our market has expanded and fully filled the down stairs and our clothing center has completely filled the upstairs. We are rapidly running out of space and are now looking for a new building to house the restaurant and our new full tourist service center. It is extremely important that the new facility be adjacent to our existing facility for us to be able to manage both operations.

In order to accomplish our needs, we need to purchase the vacant land adjacent to our new facility described as South Fill Development Park, Block 2, Lot 6, that is currently up for consideration for disposal by the City. We plan to build a mirror image of our current building per the enclosed plan drawings and cover depiction. Drawing 1 shows our existing new building which was approved by the City last year on Lot 7; Drawing 2 shows our new proposed mirror image 11,000 sqft building on Lot 6, and Drawing 3 shows the combined full Camtu Service Center with market, clothing, house goods, hardware, restaurant, net service and possible hotel rooms utilizing both Lot 6 & 7.

VALUE OF IMPROVEMENTS:

Our current new facility on Lot 7 cost over \$800,000 for total cost of Lot 7 improvements and inventory items. While we expect some savings on the new building because of our past experience and the discount offered by our building supplier, we expect the total cost for the new facility to be in the same range. The building will be constructed of reinforced metal and Styrofoam siding with R-40 side walls and R-60 roof with new snow ratings and a snow retention system. The combined two facilities value will exceed \$2,000,000. Sometimes value is not just in dollars, and the restaurant and hotel facilities will be a big benefit to the new Cordova Community Center.

NUMBER OF EMPLOYEES:

Our current new facility employs 9 full time employees, and we expect our new facility will require about the same number, and possibly a few more, due to food service requirements and proposed 10 hotel rooms upstairs.

CITY SALES TAX REVENUE:

In the first month in our new facility on Lot 7 we paid \$5,377.82 in sales taxes, and our sales tax collections for the next two months were \$9,301.00 for approximately \$15,000 for the quarter and \$60,000 for the year. We expect that or more for the new facility on Lot 6 for a total of over \$120,000 per year in City Sales Tax revenue at our current level of sales with the potential for additional revenue from the hotel room tax.

IMPORTANCE TO COMMUNITY:

We feel our newly opened Camtu Market and Clothing Goods store has been a major asset to the community, and our new facility will help to finalize our lifelong dream of a full service Camtu Service Center. Our current new building development has far exceeded our, and the City's, expectations with many more customers and sales tax revenue than we all expected. Our current facility is providing many items that were not available in Cordova in the past, and we feel the New Camtu Full Service Center with two buildings will exceed our current expectations. The proposed new facility on Lot 6 will provide the restaurant and hotel needs of the Cordova Community Center, tourist and local residents.

5YR. BUSINESS PLAN/TIME LINE:

We are willing to make any arrangements on the purchase of Lot 6 that work for the City. We plan to get started once approved with a five year plan. During that period we will get all the necessary permits and engineering work, start construction within three years, have the fully completed building within four years, and have the complete Camtu Service Center in full operation within the five year business plan commitment. Look at our past track record on Lot 7; we never asked for any variances or time extensions during a very trying time with the economic down turn and tight bank loans. If you visit our current facility we think you all will agree it exceeds all of our original expectations, and we expect to do the same on Lot 6 if you approve our application.

ENHANCED ARCHITECTURAL DESIGN:

Our new proposed 11,000sqft building will be a mirror image of our current building which is state of the art with 4" insulated walls and 6" insulated roof panels. The proposed new building will be fully engineered for the new City requirements, and architects will specify the same high standard of construction that was used with certified engineering, electrical, mechanical and other improvements. The additional adjoining area will allow us to have a much improved landscaping layout, snow removal layout and a possible outside place for our customer to enjoy having lunch. The center court yard effect of the two buildings will allow for better truck and equipment storage, better parking arrangements for all the customers, and improved snow removal and storage area.

PROPOSAL PRICE:

While we could offer to pay the City our full offer price of \$78,000 upon the City approving our purchase, the large capital outlays we have made over the past year have our funds very tight. This large cash out flow might affect our long term business plan over the next two years. We would like to propose a \$10,000 down payment with City acceptance of our offer, and a \$20,000 payment with

interest for the second and third years, and the final payment of \$28,000 for a total of \$78,000 with interest over four years.

Page 3 City of Cordova Planning Commission Sept. 1, 2012

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Our new facility with a restaurant that includes tourist related activities with a gift shop, travel agency and visitor center, with a possible 10 room hotel up stairs is totally consistent with the local comprehensive plan. It will be an asset to the community and will be coordinated with our current new market and clothing facility to form a complete service center and be a great new asset for the City, and to the South Fill Park.

Thank you for seriously considering our offer, and we are more than willing to work with the Planning Department and the City to achieve your and our long term goals of making Cordova the best City in Alaska.

Sincerely,

Thai Vu

A handwritten signature in black ink, appearing to read 'Mannuh' or similar, written in a cursive style.

HARBOR LOOP ROAD

NO SCALE



129'-2 $\frac{3}{8}$ "

Lot 6, Blk 2 South Fill Dev Park Vacant

25'-0 $\frac{1}{16}$ "

20 Total Parking Spaces

All Snow removal behind building and to South
All area around building to be G-1 and
drain to the South Slough

Loading Area

90'-0"

CAMTU CURRENT MARKET

60" X 90" 10,080 sqft

Building is 2 Stories Multi Use

Watchman's Quarters of 750sqft

Warehouse 1,440sqft

Office 690sqft

Market 3,600sqft

Clothing 3,600sqft

Landscaping to be natural plants within a year

Lot 8, Blk 2 South Fill Dev Park Vacant

4" Sewer &
1" Water

500 gallon fuel oil tank
Lot 7, Block 2 South Fill Development Park
100 ft X 129 ft 12,900 sqft 02-473-142
5' Set Back E Side 25' Set Back Front

100'-0"

5'-0"

Civil and Structural Engineering
MOUNTAIN VIEW ENGINEERING INC
BY: JJ Phone: (435) 734-9700

Cantu Current Market

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

HARBOR LOOP ROAD

Lot 5, Blk 2 South Fill Dev Park Vacant

Landscaping to be natural plants within a year

4" Sewer &
1" Water

CAMTU PROPOSED RESTAURANT

60" x 90" 10,080 sqft

Building is 2 Stories Multi Use

Watchman's Quarters of 750sqft

Warehouse 1,440sqft

Office 690sqft

RESTAURANT 3,600sqft

NET STORAGE AND REPAIR 3,600sqft

90'-0"

60'-0"

Loading Area

All area around building to be G-1 and
drain to the South Slough

All Snow removal behind building and to South

20 Total Parking Spaces

25'-0" $\frac{1}{16}$ "

Lot 7, Blk 2 South Fill Dev Park

Current Location of Camtu Market

129'-23"

NO SCALE



500 gallon fuel oil tank
Lot 6, Block 2 South Fill Development Park
100 ft X 129 ft 12,900 sqft 02-473-142
5' Set Back E Side 25' Set Back Front

100'-0"

5'-0"

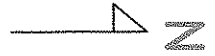
Camtu New Restaurant

Civil and Structural Engineering
MOUNTAIN VIEW ENGINEERING INC
BY: JJ Phone: (435) 734-9700

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

129'-2 $\frac{3}{8}$ "

NO SCALE



Proposed New
Cantu Restaurant

60'-0"

90'-0"

Lot 6, Blk 2 South Fill Dev Park

25'-0 $\frac{1}{16}$ "

25'-0 $\frac{1}{16}$ "

Lot 7, Blk 2 South Fill Dev Park

90'-0"

60'-0"

Current Cantu Market

HARBOR LOOP ROAD

Civil and Structural Engineering
MOUNTAIN VIEW ENGINEERING INC
BY: JJ Phone: (435) 734-9700

Cantu Service Center

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

December 12, 2012
Mayor Kallander and Cordova City Council Members
City of Cordova
P.O. Box 1210
Cordova, AK 99574

Dear Mayor Kallander and Council Members,

I am writing to ask for your support of an initiative to create a community endowment for Cordova. A small group of residents plans to apply to the Alaska Community Foundation's Community Asset Building Initiative (CABI) with the ultimate goal of creating a Permanent Fund-like endowment for Cordova.

Like all endowments, the purpose of this fund would be to create a reserve fund that generates asset proceeds. These proceeds could then be used to fund community endeavors by making grants to community organizations. An advisory board of the fund would determine community priorities, and make grants according to those priorities.

The Alaska Community Foundation is currently accepting applications (by 12/31/12) to participate in its Community Asset Building Initiative, an effort to create vehicles for philanthropy in rural Alaska communities. Under the terms of the CABI program, communities accepted as "affiliates" agree to raise \$25,000 per year, for two years. To stimulate that fundraising challenge, the Rasmuson Foundation will match those locally raised funds with \$50,000, also *for two years*.

We've all paid for car washes, dough-nuts, pizzas, and many other fund-raising events. Creating an endowment for Cordova is a way to make money work for us rather than having to hustle for every dollar. It will take several years to establish a fund large enough to generate proceeds for making grants, but the long-term benefits are clear. The Alaska Community Foundation (ACF) offers us an excellent path for creating this community resource. ACF will act as the fiscal sponsor, being responsible for all IRS reporting and accounting. Our role in this program, as a community, is to foster an active Advisory Board that will lead the fund-raising effort and develop the community grant-making priorities.

To date, our Advisory Board includes Kelsey Appleton, Michelle Hahn O'Leary, Angela Arnold, and Sylvia Lange. We welcome the participation of all community members who want to be involved in this great community effort!

I am happy to provide you with more information on this opportunity, and you may also find more details at www.alaskacf.org. Thank you for your consideration.

Sincerely,



Kristin Carpenter
Cordova Community Fund Advisory Committee

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-12-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, SUPPORTING A CORDOVA COMMUNITY FUND**

WHEREAS, a group of Cordova residents are working to establish an endowment for the Cordova community, and

WHEREAS, this endowment will function similarly to the State of Alaska Permanent Fund in generating revenue from assets, and

WHEREAS, these endowment proceeds can be used to make grants to Cordova community projects, and

WHEREAS, the Alaska Community Foundation is working to catalyze the creation of other community foundations by matching local fundraising efforts,

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska hereby supports the effort to create a Cordova Community Fund and supports the Cordova Community Fund Advisory Committee's participation in the Alaska Community Foundation Community Asset Building Initiative.

PASSED AND APPROVED THIS 19th DAY OF DECEMBER, 2012

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk



CITY OF CORDOVA, ALASKA PROCLAMATION

PROCLAMATION OF APPRECIATION TO JANICE WARGA

**I, Mayor James Kallander, do hereby issue this
Proclamation of Appreciation to Janice Warga for her
valuable contribution to the citizens of Cordova, Alaska.**

WHEREAS, Janice Warga was first appointed to the City of Cordova Parks and Recreation Commission in April 2002 and was reappointed again most recently in October 2009; and

WHEREAS, she has spent many personal hours in regular and special meetings as well as many work sessions; and

WHEREAS, she has worked toward a better community filled with great parks and an abundance of recreational opportunities for all of the visitors to and the citizens of Cordova, Alaska; and

WHEREAS, Janice Warga has proven herself to be a woman who takes her civic duty very seriously as demonstrated by the longevity of her involvement on the Board as well as her countless other volunteer posts in Cordova.

NOW, THEREFORE BE, IT RESOLVED that the Mayor, City Council members and citizens of Cordova do hereby express their sincere appreciation to **Janice Warga** for the unselfish devotion of her time and effort while serving as a Parks and Recreation Commissioner for the City of Cordova.

SIGNED THIS 19th DAY OF DECEMBER, 2012.

James Kallander, Mayor

CITY OF CORDOVA, ALASKA PROCLAMATION

PROCLAMATION OF APPRECIATION TO ROY SRB

I, Mayor James Kallander, do hereby issue this Proclamation of Appreciation to Roy Srb for his valuable contribution to the citizens of Cordova, Alaska.

WHEREAS, Roy Srb was appointed to the Planning and Zoning Commission in February 2010; and

WHEREAS, he has spent many personal hours in regular meetings, special meetings and work sessions participating in discussions and helping make important decisions that affect the citizens, the business owners as well as the City of Cordova; and

WHEREAS, he has worked toward a better community for the citizens of Cordova by impartially weighing all sides of issues and listening attentively to the facts and history of items that appear before the Planning and Zoning Commission.

NOW, THEREFORE, BE IT RESOLVED that the Mayor, City Council members and citizens of Cordova do hereby express their sincere appreciation to **Roy Srb** for his devotion of time and effort while serving as a member of the Planning and Zoning Commission for the City of Cordova, Alaska.

SIGNED THIS 19th DAY OF DECEMBER, 2012

James Kallander, Mayor

**CITY COUNCIL PUBLIC HEARING
DECEMBER 5, 2012 @ 7:15 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kallander called the Council public hearing to order at 7:24 pm on December 5, 2012, in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kallander* and Council members *Tim Joyce, James Kacsh, David Allison, David Reggiani* and *Robert Beedle*. Also present were Acting City Manager *Cathy Sherman* and City Clerk *Susan Bourgeois*.

C. PUBLIC HEARING

1. Substitute Ordinance 1100

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code sections 1.28.085, 10.04.040, 10.12.010, 10.12.012, 10.12.030, 10.16.010, 10.16.020, 10.24.010, 10.24.020, 10.24.025, 10.24.070, 10.24.080, 10.24.090, 10.24.100, 10.24.120, 10.36.010, 10.38.010, 10.44.010 and 10.48.010; amending the titles of Cordova Municipal Code chapters 10.16 and 10.38; Cordova Municipal Code sections 10.16.010, 10.16.020, 10.24.010, 10.24.020, 10.24.025, 10.24.070, 10.24.090, 10.24.120, 10.36.010, 10.38.010, 10.44.010 and 10.48.010; repealing Cordova Municipal Code chapter 10.08 and Cordova Municipal Code sections 10.16.030, 10.16.040 and 10.24.130; enacting Cordova Municipal Code 10.04.050 and 10.24.005; and repealing and reenacting Cordova Municipal Code chapters 10.52 and 10.56; regarding parking and traffic violations and enforcement of parking and traffic violations

Mayor James Kallander opened the meeting up for public comment – there was no public comment

Council recessed the public hearing at 7:26 pm; then reconvened at 7:29 pm at which time *Mayor James Kallander* reopened the meeting for public comment – there was still no public comment

D. ADJOURNMENT

M/Reggiani S/Kacsh to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 7:30 pm.

Approved: December 19, 2012

Attest: _____
Susan Bourgeois, City Clerk

**CITY COUNCIL REGULAR MEETING
DECEMBER 5, 2012 @ 7:30 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kallander called the Council Regular Meeting to order at 7:30 pm on December 5, 2012, in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

Present for roll call were *Mayor James Kallander* and Council members *James Kacsh*, *David Allison*, *David Reggiani* and *Robert Beedle*. Council members *Tim Joyce* and *Bret Bradford* were present via teleconference. Council member *EJ Cheshier* was absent. Also present were Acting City Manager *Cathy Sherman* and City Clerk *Susan Bourgeois*.

D. APPROVAL OF REGULAR AGENDA

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

Mayor Kallander said that the agenda had been amended by adding the second executive session but at this time, he said it would not be necessary to have the second executive session.

Vote on motion: 6 yeas, 0 nays. Motion passes.

E. DISCLOSURES OF CONFLICTS OF INTEREST

Kacsh declared a conflict on item 28 because one of the people seeking appointment is his wife's cousin. *Mayor Kallander* agreed and asked that he not vote on that item. *Allison* declared a conflict on item 8 because his wife is employed by Camtu. *Mayor Kallander* agreed and asked that he not vote on that item.

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

Council member *EJ Cheshier* arrived at 7:40 pm.

1. Guest Speaker – *Sara Mason* of AKDoT&PF was present via teleconference. She introduced herself as the regional program development planner for the northern region out of the Fairbanks office which includes Cordova. She said she had the engineer's estimate for the causeway which came in at \$12.5M which is considerably more than the pedestrian/bike path. *Tim Joyce* asked how big of a design they had for the causeway that would be as high as \$12M. *Mason* said that it was a conceptual based on the design she received from the City – an eight foot high elevated causeway and it came in at \$500/square foot. *Linda Crider* spoke from the audience as she has been involved in this project for probably eight years. This projected is in the STIP as a total project including a reconstruction of the roadway and a bicycle path. She believes we have a great opportunity for the community here and we should move forward with it. *Mayor Kallander* thanked *Mason* for looking into the slough project because Council was pretty concerned that the \$9M price tag for the three-quarters of a mile might be viewed as excessive. *Mason* said it was a scored project and received points from other parts of the state so that was good. She went on to explain that the funding of bike path only projects has been significantly cutback yet our project remains on the STIP due to it being a combination reconstruction of the roadway and bicycle path project. *Joyce* said he thinks he misunderstood when she presented this to Council a few months back. *Mason* explained that the road would be moved over by 10 feet and then each lane would receive an extra foot and there would be an attached 8-10 foot pathway for pedestrian's / bicycles which DoT would maintain. \$9M comes from the relocating of a significant portion of the roadway -

\$9M wouldn't be spent on adding three-quarters of a mile of bike path only. **Kacsh** asked about the possible resurfacing work that the State was thinking of doing on Whitshed in the next year or two. **Mason** said that the resurfacing of Whitshed 0-3 mile is the top priority of the district superintendent. She said that if they start this bike path project now, it might happen in fiscal year 2017 or 2018. If the resurfacing occurs in fiscal year 2014 then maintenance is still deciding but maybe they would do a mill and pave resurface for the first three quarters of a mile and focusing more attention on the 1 mile to 3 mile portion. She stated that they do not want to delay maintenance on this road just because of this project. There was a funding question and **Mason** said that match agreements must be signed before we can obligate federal dollars to the project. The City's match to begin is \$18K+. **Jonah Dart-McLean** of NVE, the capital projects coordinator said his Council passed a resolution of support and is ready to sign the MoA. **Mayor Kallander** got a concurrence from Council to bring this back as an item on the December 19 Council agenda.

2. Audience comments regarding agenda items

Dan Nichols of 607 Alder Street said it was brought to his attention that Camtu was given a five year time frame to complete her project and he was only given four years. Also he said to save money on the bike path project, move the ball field to Hollis Henrichs and the grassy field out Whitshed.

Dustin Solberg lives out Whitshed Road and he is interested in the road rebuild and bike path. He understands that there is a concern about the price of that but he knows a lot of people put a lot of work into solving the public safety issue and we have come a long way over a number of years and now if we say yes we can solve the problem. He appreciates Council's review of the project.

3. Chairpersons and Representatives of Boards and Commissions

Harbor Commission had a regular meeting and a couple of workshops (on harbor land and the science center). Next meeting is December 12 upstairs at City Hall at 7pm.

HSB, P&R and **P&Z** representatives mentioned that each had upcoming meetings on 12/19, in January and next Tuesday respectively.

School Board representative Bradford said there was a meeting on November 14 and they discussed a code change regarding building naming and it is still in the works, also he spoke to the school board about posting their packets on the City website. **Jared Niles**, new maintenance employee is on board and has a good list of projects he reported to them about – may need help from us on some of these.

4. Superintendent's Report

Theresa Keel thanked **Cathy Sherman** for opening up the lines of communication between the City and the district – she appreciates the attention she's been giving to school issues. Additions to her written report – lean-to at high school is completed, electrical still needs installed; waste oil burner not running – need temperatures to rise to accomplish moving oil between tanks; wear and tear at the kitchen in the high school, water damage in an exterior wall will be replaced in spring/summer – currently safe until then.

5. Student Council Representative's Report

Carl Ranney reported that the Student Council has been trying to improve school spirit in the student body – there has been some measure of success. Basketball teams have begun practice and will have some home games soon, wrestlers are at State this weekend.

G. APPROVAL OF CONSENT CALENDAR

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

Item seven was called out and moved to item 22a.

6. Council's right to waive protest to Liquor License renewal for O.K. Restaurant Lic. 2433

7. Ordinance 1101

~~An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Dan Nichols of Lot two (2), Block three (3), Cordova Industrial Park—1st reading~~

8. Ordinance 1102

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Thai Vu and Camtu Ho of Lot six (6), Block two (2), Southfill Development Park – 1st reading

Vote on Consent Calendar: 6 yeas, 0 nays, 1 conflict of interest (Allison). Beedle-yes; Joyce-yes; Cheshier-yes; Bradford-yes; Kacsh-yes and Reggiani-yes. Consent Calendar was approved.

H. APPROVAL OF MINUTES

M/Reggiani S/Kacsh to approve the minutes.

9. Minutes of 10-17-12 City Council Budget Work Session

10. Minutes of 11-07-12 City Council Special Meeting

11. Minutes of 11-07-12 City Council Public Hearing

12. Minutes of 11-07-12 City Council Regular Meeting

13. Minutes of 11-19-12 City Council Special Meeting

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

I. CONSIDERATION OF BIDS - None

J. REPORTS OF OFFICERS

14. Mayor's Report

Mayor Kallander stated that he had been at ASMI meetings in Seattle last week - spent a couple of days with *Representative Stoltze* (an ASMI ex-officio board member). He thanked Council for doing a lot of work in his absence as far as the budget goes – appreciated.

15. Manager's Report

Sherman said they have been working as a team for two weeks – mostly working constantly on budget, *Sam* and *Moe* did a lot of work on fee schedule, all other department heads to be commended on hard work paring budgets we will be ready to go on December 19. *Jon Stavig* was hired as Finance Director, came on with financial background, personnel management experience and community knowledge. We will try to fill front desk vacancy too before year end. Audit has been scheduled for end of March. Info Services Director hired on, *Laura Cloward*. She will do information technology, records management, and public relations. We hired a curator for the museum, *Denis Keogh*. She has had or has scheduled meetings with School, CCMC, NVE and the Science Center and CTC and CEC. Closed out CCMC roof project. Staff has been meeting on a regular basis, prioritizing, divvying duties, Shoreside sale will close next week, *Moe* spearheading Public Works day at the elementary school, December 19, to teach/preach safety around the loader, graders, etc. with snow removal.

16. City Clerk's Report

Bourgeois reported that she would need Council input on two agenda items, shared fisheries business tax and the CIP list – she will see how they act on those agenda items so as to know what to bring back.

17. Staff Reports

a. City Legislative Lobbyist, *John Bitney* he handed out a written report of an overview of what will be before legislature this session. Since he drafted this the Governor's revenue forecast came out yesterday and they are projected a downturn largely due to oil production on the North Slope – not catastrophic. Capital budgets in Juneau should be lower than in the last two or three years. *Mayor Kallander* asked what had the capital budget been, *Bitney* said last year was \$2.8B in general fund capital items plus bonds approved by voters which made it roughly \$3B. So even if it's a downturn, we could come down by \$700M - \$800M which would still be a very healthy \$1.5B to \$2B capital budget.

K. CORRESPONDENCE

18. Letter from CEC in re gas development in Cordova 11-13-12

19. Letter from Buck Meloy in re PWSSC in Cordova 11-21-12

L. ORDINANCES AND RESOLUTIONS**20. Substitute Ordinance 1100**

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code sections 1.28.085, 10.04.040, 10.12.010, 10.12.012, 10.12.030, 10.16.010, 10.16.020, 10.24.010, 10.24.020, 10.24.025, 10.24.070, 10.24.080, 10.24.090, 10.24.100, 10.24.120, 10.36.010, 10.38.010, 10.44.010 and 10.48.010; amending the titles of Cordova Municipal Code chapters 10.16 and 10.38; Cordova Municipal Code sections 10.16.010, 10.16.020, 10.24.010, 10.24.020, 10.24.025, 10.24.070, 10.24.090, 10.24.120, 10.36.010, 10.38.010, 10.44.010 and 10.48.010; repealing Cordova Municipal Code chapter 10.08 and Cordova Municipal Code sections 10.16.030, 10.16.040 and 10.24.130; enacting Cordova Municipal Code 10.04.050 and 10.24.005; and repealing and reenacting Cordova Municipal Code chapters 10.52 and 10.56; regarding parking and traffic violations and enforcement of parking and traffic violations – 2nd reading

M/Reggiani S/Kacsh to adopt Substitute Ordinance 1100 an ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code sections 1.28.085, 10.04.040, 10.12.010, 10.12.012, 10.12.030, 10.16.010, 10.16.020, 10.24.010, 10.24.020, 10.24.025, 10.24.070, 10.24.080, 10.24.090, 10.24.100, 10.24.120, 10.36.010, 10.38.010, 10.44.010 and 10.48.010; amending the titles of Cordova Municipal Code chapters 10.16 and 10.38; Cordova Municipal Code sections 10.16.010, 10.16.020, 10.24.010, 10.24.020, 10.24.025, 10.24.070, 10.24.090, 10.24.120, 10.36.010, 10.38.010, 10.44.010 and 10.48.010; repealing Cordova Municipal Code chapter 10.08 and Cordova Municipal Code sections 10.16.030, 10.16.040 and 10.24.130; enacting Cordova Municipal Code 10.04.050 and 10.24.005; and repealing and reenacting Cordova Municipal Code chapters 10.52 and 10.56; regarding parking and traffic violations and enforcement of parking and traffic violations

Vote on motion: 7 yeas, 0 nays. Bradford-yes; Reggiani-yes; Allison-yes; Cheshier-yes; Kacsh-yes; Joyce-yes and Beedle-yes. Motion approved.

21. Substitute Resolution 11-12-45

A resolution of the City Council of the City of Cordova, Alaska adopting an alternative allocation method for the FY13 shared fisheries business tax program and certifying that this allocation method fairly represents the distribution of significant effects of fisheries business activity in the Prince William Sound fisheries management area

M/Kacsh S/Reggiani to approve Substitute Resolution 11-12-45 a resolution of the City Council of the City of Cordova, Alaska adopting an alternative allocation method for the FY13 shared fisheries business tax program and certifying that this allocation method fairly represents the distribution of significant effects of fisheries business activity in the Prince William Sound fisheries management area

City Clerk Bourgeois realized she had not placed the substitute resolution in the packet – she asked Council to amend the resolution on the floor accordingly; her intent had been, as stated in her memo, to return to the old alternative allocation of a three way split.

M/Kacsh S/Reggiani to amend by changing the last paragraph of the resolution to read “an equal share of the funds available”.

Vote on the amendment: 7 yeas, 0 nays. Motion passes.

Vote on motion to approve the resolution as amended: 7 yeas, 0 nays. Motion passes.

22. Resolution 12-12-46

A resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a two year agreement with John W. Bitney for consulting services in the amount of fifty thousand dollars (\$50,000) per year plus reasonable expenses

There was a typo that the Clerk said she would edit before having the contract signed.

M/Reggiani S/Kacsh to approve Resolution 12-12-46 a resolution of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a two year agreement with John W. Bitney

for consulting services in the amount of fifty thousand dollars (\$50,000) per year plus reasonable expenses.

Vote on motion: 7 yeas, 0 nays. Cheshier-yes; Allison-yes; Bradford-yes; Joyce-yes; Kacsh-yes; Beedle-yes and Reggiani-yes. Motion approved.

22a. 7. Ordinance 1101

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Dan Nichols of Lot two (2), Block three (3), Cordova Industrial Park – 1st reading

M/Reggiani S/Cheshier to adopt Ordinance 1101 an ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Dan Nichols of Lot two (2), Block three (3), Cordova Industrial Park

Reggiani asked the planner if she had a comment regarding the time frame of four years. **Greenwood** said that four years has been the length of time we've been using, when someone has a different request, it can be accommodated, Council's choice. **Nichols** was fine with four years he didn't know he could have asked for more. Council was willing to offer him five but he conceded that four years was sufficient.

Vote on motion: 7 yeas, 0 nays. Kacsh-yes; Bradford-yes; Joyce-yes; Cheshier-yes; Beedle-yes; Reggiani-yes and Allison-yes. Motion approved.

M. UNFINISHED BUSINESS - none

N. NEW & MISCELLANEOUS BUSINESS

23. Contract Approval – Signco Quality Signs

M/Kacsh S/Bradford to direct the City Manager to enter into a contract with Signco Quality Signs for new signage and associated work at CCMC for a sum of Sixty Thousand Four Hundred and Sixty Six dollars (\$60,466.00).

Beedle asked how we picked them and he wished he could see pictures. **Sherman** said there was an RFP there were two bids the other was twice as much money and incomplete. The **Clerk** mentioned that the proposal was 60+ pages and she advised the manager to include only the pertinent information for the packet.

Vote on motion: 7 yeas, 0 nays. Cheshier-yes; Joyce-yes; Bradford-yes; Beedle-yes Kacsh-yes; Allison-yes and Reggiani-yes. Motion approved.

24. Review of CIP List as in Resolution 09-05-12

Mayor Kallander doesn't recommend any changes. **Beedle** said he would like to swap three and five. **Bitney** was asked for dollar amounts of items 3. Shipyard building and item 5. G float replacement. Those numbers are \$3.5M – shipyard bldg. and \$2M G float replacement. Council directed the Clerk to bring the CIP list resolution back for the December 19 meeting and they will have had time to consider reordering.

25. Council discussion of Goals & Objectives for an Interim City Manager

Reggiani said there is a difference between Interim and Acting – if we go the route of interim, what will we be asking of an interim? He said it will be nice if he can help with the recruiting of a new City Manager. **Cheshier** agrees with the recruiting. **Mayor Kallander** said Moore would not be seeking the permanent position which would then make him even more helpful in the search. Council wants to be more involved with the interim as he comes on so as to give him clear direction on what they want/expect from him.

26. Direction to begin contract negotiations with Don Moore for Interim CM

M/Allison S/Kacsh to direct the Acting City Manager to begin negotiations with Don Moore for Interim City Manager.

Vote on motion: 7 yeas, 0 nays. Bradford-yes; Reggiani-yes; Cheshier-yes; Kacsh-yes; Joyce-yes; Allison-yes and Beedle-yes. Motion approved.

27. Council concurrence of Mayor's appointments to Parks and Rec Commission

M/Cheshier S/Allison to approve Mayor Kallander's appointments of **Toni Godes** and **Stephen Barnes** to the Parks and Recreation Commission, each to serve three year terms that expire November 2015 and **Kara Johnson** to serve a two year term that expires November 2014.

Vote on motion: 7 yeas, 0 nays. Cheshier-yes; Kacsh-yes; Beedle-yes; Bradford-yes; Allison-yes; Reggiani-yes and Joyce-yes. Motion approved.

28. Council concurrence of Mayor's appointments to P & Z Commission

M/Allison S/Bradford to approve Mayor Kallander's appointments of John Greenwood and John Baenen to the Planning & Zoning Commission, to serve three-year terms to expire November 2015.

Beedle was concerned about the lack of public notice of those who sent letters late. City Clerk **Bourgeois** mentioned that her memo did advise anyone who read it that there could be letters of interest submitted as late as December 5, the date of the meeting.

Vote on motion: 5 yeas, 1 nay, 1 conflict of interest (Kacsh): Joyce-yes; Beedle-no; Cheshier-yes; Reggiani-yes; Bradford-yes and Allison-yes. Motion approved.

21. Pending Agenda and Calendar

Bourgeois asked Council what time they would like the public hearing on December 19 because it has 4 items, 2 ordinances as well as the fee resolution and the budget resolution. Council concurred that 7pm should allow sufficient time for public comments. There will also be an HSB meeting on December 19 and the Clerk will get with the hospital on the timing of that meeting (probably 6:15pm or 6:30pm depending on the length of their agenda).

O. AUDIENCE PARTICIPATION

Theresa Keel speaking as superintendent of schools of 1013 Whitshed Rd. She said that tonight's previously scheduled budget work session was canceled and she is in touch with **Cathy Sherman** on two items from the budget which are the in-kind contributions to the district and the funding level. She understands that the City is \$100K under the dollar amount that would be funding the school to the cap. She said 80% of the school district budget is payroll and a lower City contribution equates to teachers and thus programs. She wanted them to remember that the Timber Receipts are meant for the school district and they should consider funding the district to the cap while they are still in place.

P. COUNCIL COMMENTS

22. Council Comments

Beedle gave a recap of his trip to the AML conference, November 12-16 in Anchorage. He said he attended the newly elected officers training first then the AML conference. It was well-attended and he recommends Council members go to this, very educational and a lot to learn there. He thanked Council for allowing him to go.

Allison thanked staff for a great job on budget he hopes they all know how appreciated they are. He said that his intent is to fund the schools at the cap; he said they don't really know what they are funding the schools at until Council receives their (school district's) budget in May.

Reggiani said ditto on the appreciation to staff, **Cathy** and the team really pulled together. He very much supports the Whitshed Road reconstruction project. He'd like to see it come back on the next meeting agenda but as a Council proposed bond proposition. He also mentioned that quite a swell was coming into the harbor last week with the big winds/seas.

Bradford also thanked staff and really thanked **Cathy** for jumping in and bringing everyone together as a team and getting the budget done. He echoes **Mr. Allison's** comments on the school district. He fully supports funding the school to the cap.

Joyce wants to put out there for public consumption and clarification that Timber Receipts do come to the city for schools but specifically for construction, maintenance and operations. We have used the Timber Receipts by putting them away to offset the miscalculations that were made by the School Board some years back about what the bond payments for Mt. Eccles would cost the taxpayers and they had said two mills on property tax when the actual number was four mills. The City is paying about \$500K per year on the school construction bonds. For the school to come back and ask for that money in operations is almost a double dip. He is in favor of funding the schools near the cap but he is not willing to double dip on the Timber Receipts to do it. He thinks *Reggiani's* proposal of a bond for Whitshed is a little premature. It's on the STIP but it hasn't been approved. Once it's known that the project will happen, we could think of that.

Kacsh said he would like to encourage the Student Council Rep to vote at the Council table. Also, he says that we are working on the in-kind numbers to see if we can't help the schools on that front. He also went to AML and the front line of government is right here, local Councils Assemblies and the like. He sees it as important that we are losing power in Juneau and it's important to get together with the rest of the State's Council members, networking, etc.

Mayor Kallander

Council stood in recess to clear the room for the executive session. Recess was from 9:29 pm until 9:40 pm.

Q. EXECUTIVE SESSION

31. Cordova Center Phase I & II Financial Updates

M/Reggiani S/Cheshier to enter into executive session to discuss and receive Cordova Center Phase I & II Financial Updates which are matters the immediate knowledge of would clearly may have an adverse effect upon the finances of the City government.

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

Council entered executive session at 9:40 pm; Council came out of executive session at 10:08 pm.

~~**32. Council discussion of Goals & Objectives for the Acting City Manager**~~

R. ADJOURNMENT

M/Reggiani S/Allison to adjourn the regular meeting at 10:09 pm

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

Approved: December 19, 2012

Attest: _____

Susan Bourgeois, City Clerk



**City of Cordova,
Office of the City Clerk**
Cordova, AK 99574
602 Railroad Avenue * PO Box 1210

Phone: 907.424.6248
Fax: 907.424.6000
Cell: 907.253.6248
E-mail: cityclerk@cityofcordova.net

CITY CLERK'S REPORT TO COUNCIL

December 19, 2012 Regular Council Meeting

Date of Report: December 7-14, 2012

Things I need feedback on or am reporting back to Council on:

- I am requesting Christmas Eve off, i.e. Dec 24 – are there problems with this request?
- Pending agenda - possible cancelation of the January 2 Regular Meeting
- To achieve the budgetary request that Council asked for within the Clerk's department budget, I decreased the Legal Printing line-item from \$25K to \$20K – If Council wants to lower advertising further, we would need a charter change on the ballot – would need to pass resolution adding ballot prop by January 5, 2013 – please comment
- School Board meeting packets are posted on the City website under boards and commissions; working to uniformly post all City board and commission packets here too

Things I have been working on:

- Signed paychecks/other AP checks
- Prepared agendas and packets for public hearing and regular mtg on December 19
- Advertised and posted ordinance adoption from last regular meeting
- Researched deeds and agreements between City of Cordova and State of AK with City Planner regarding State's turning over of Harbor in 2003
- Worked with Valdez to submit shared fish business tax applications
- Sent letters to Board and Commission appointees and letters to those who sought appointments
- Wrote letters to community members who submitted correspondence to Council
- Completed a records request regarding a recording of a recent City Council Special meeting
- Conferred with NVE in re agenda item regarding MoA for Whitshed bike path
- Ordered City Council Christmas cards – addressed and mailed them as well
- Emailed staff who chair boards and commissions with updated lists per recent appointments
- Began 2013 Election prep – preparing advertisements, absentee applications, declaration of candidacy forms, etc.
- Declaration of candidacy dates FYI: Opens: Tuesday January 8, 2013; Closes: Tuesday February 5, 2013; Election Day: Tuesday March 5, 2013
- Seats coming open:
Council seats: **Seat A** (Tim Joyce, can run); **Seat F** (Dave Reggiani, can run); **Seat G** (Robert Beedle, can run); **Mayor** (Jim Kallander, can run); **School Board**: Jon Nichols and Shawn Gilman both have terms coming open, no term limits for School Board

SAMANI FISHERIES, LLC

F/V Samani - F/V Second Wind

December 10, 2012

Cordova City Council
City of Cordova
PO Box 1210
Cordova, AK 99574

Members of the City Council,

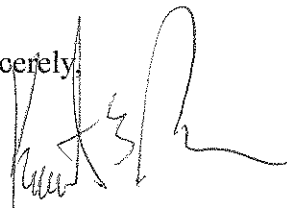
Today I write you, as it has come to my attention of the proposed science center expansion project which includes disposal of 4 lots. This letter is in regards to one of these lots; Lot 1, Block 1, CIP. Adjacent to Ocean Beauty Seafoods LLC, this lot would provide much needed expansion space to the fish processor. It has also come to my attention of their expressed interest in purchasing this lot.

It is my belief that the sale of Lot 1, Block 1, CIP to Ocean Beauty Seafoods LLC would be in the best interests of the community, and will prove very beneficial to the Prince William Sound commercial fishing fleets. The facility has been a vital marketplace to fisherman for over 30 years, providing much needed competition. Plant expansion will allow; greater employment opportunity in Cordova, increased commerce between Ocean Beauty and a variety of local businesses, heightened fish buyer competition resulting in increased opportunity for fisherman, along with a plethora of other benefits to the city.

Possible uses for the lot include advanced treatment/value recovery of fish byproducts, expanded roe operations, other value-added production, and expanded bunkhouse capacity. Acquiring the lot would be the first step to Ocean Beauty's plan to expand and retrofit their current facility.

As an Ocean Beauty fisherman, I can testify that the processor has had a large influence in making my fishing business a success. Starting out, when other processors refused to buy seine fish from a 17 year old, Hap Symmonds took me on. Since that spring I have come to realize how well this company treats its fisherman; providing the second largest limits on a record seine year, implementing a twenty-five cent dock delivery bonus for gillnet fisherman, paying a larger 2011 seine bonus than any other processor, and again this summer, by awarding their fleet with over a dollar more during 2 big early Copper River periods in which other processors dropped their prices drastically. An expansion of the plant would allow them the opportunity to continue their history of treating fisherman well. I thank you for your consideration and you may contact me at any time regarding any questions.

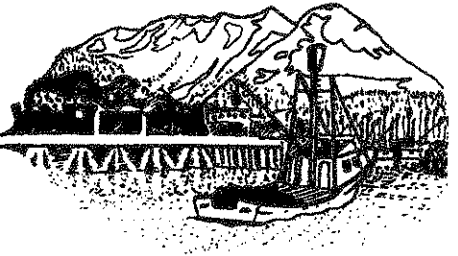
Sincerely,



Captain Kenneth Jones
(907) 360-3456

Box 615
Cordova AK 99574

CITY OF CORDOVA



December 11, 2012

Sara Mason
AK DoT&PF
2301 Peger Road
Fairbanks, AK 99709

Sara:

On behalf of the City of Cordova I want to personally thank you for being so helpful, knowledgeable and generous with your time regarding the Whitshed Road pedestrian and bicycle path project. Your professionalism is greatly appreciated and we are glad you were able to be here in person and attempted to return again in order to help us completely comprehend the project. It is honorable that you ensured our full understanding by still calling in to the meeting last week after having missed the connections to make it to Cordova. Further, we appreciate that you were willing to explore the alternate that we proposed. The City Council and I look forward to working with you through the completion of the project.

Thank you,

Jim Kallander, Mayor
City of Cordova

A handwritten signature in black ink, appearing to read 'Jim Kallander', written over a horizontal line.

cc: Ethan Birkholz
Jeff Roach

Whitshed Road Re-construction with bicycle and pedestrian pathway project for Cordova, Alaska (12/7/12, notes:L.Crider)

- 1- This project was identified and **nominated for inclusion in the State of Alaska "STIP" (State Transportation Improvement Program) in 2010 with full support from the City Council and Native Village of Eyak**, agreeing to share in the required local match for a bicycle/pedestrian pathway. Because of road width & shoulder constraints in the first $\frac{3}{4}$ mile stretch between the Copper River Highway and the Recreation fields, it was accepted by Northern Region of AK DOT as a combination road re-construction with bicycle/pedestrian pathway project, and **received enough scoring to place it on the "STIP."**

These are federally funded projects, identified by the States, to receive funds in a restricted category and thus funds cannot be "transferred" or converted for use with other local projects. **(ie. If Cordova does NOT take the money and proceed to support this project, the funds will be to put toward another similar project elsewhere in the State.)** It is NOT in competition with other State funded capitol projects that Cordova is requesting. Those are a separate funding source.

- 2- The community has identified the **safety concerns of this narrow, curving roadway for many years**, with letters in 1991 being sent to then Governor Tony Knowles, requesting assistance. As part of the **Community's SAFE ROUTES TO SCHOOL plan, (submitted to the State DOT in 2009)** the Whitshed Road bicycle/pedestrian pathway was identified as a priority, linking neighborhoods & the athletic fields to the Middle/High School. It was suggested that because of the limitations of funds in the SR2S category, that this project should seek other funding sources. NVE proceeded to write several grant requests (Tiger II grant, Recreational Trails funds, etc) to secure funding and was successful in joining with the City to submit it as a "STIP" project. (NVE and City Public works have copies of this submission).
- 3- It is **NOT a "9 million dollar bike path"** as some have characterized it, but a badly needed (potholed, pitted shoulders, poor drainage, continual maintenance headache) **ROAD RE-CONSTRUCTION PROJECT WITH BICYCLE/PEDESTRIAN PATHWAY**, accepted by the State for both construction and maintenance. **For a small investment by the City (shared with equal contribution by NVE), Cordova receives a huge return.**

4 - **Numerous City functions presently impact** this $\frac{3}{4}$ mile stretch of roadway, with heavy trucks and service vehicles from the bailer, city utilities storage, city sewer treatment plant, RV park facility, and Recreational ball fields; A privately run B & B, local adjoining neighborhoods, and trailer park all use this heavily impacted road, leaving little room for the safe daily

passage of pedestrians and bicyclists. The Hartney Bay forest service trail and NVE subdivision, while further out, still significantly contribute to the traffic impact on this stressed roadway.

5-Historically, AK DOT&PF has hired local contractors to carry out road construction projects, especially in “off-the-road system” communities, so there is reason to suspect that this project will **generate local JOBS** for several years in the community. In other towns throughout Alaska and the lower 48 where bicycle/pedestrian trail systems have been created, JOBS linked to recreational/tourism use of trails have been generated.

6-In looking at **the alternative of crossing Odiak Slough with a “pedestrian safety causeway”** it was found that several problems exist:

- a. It will **actually cost MORE** than the roadway project, as a long elevated bridge & walkway to Federal standards (emergency vehicle load requirements) will be required;
- b. It will **take longer as permits** through the Army Corp of Engineers, the US Coast Guard, Fish & Wildlife Service and possibly other agencies governing water bodies, will be required;
- c. It will require support and “buy in” from the Odiak Slough neighborhood which seemed conflicted on the subject in 1998
- d. Because newly enacted federal legislation (MAP-21) has drastically reduced the number of dollars available for transportation enhancement projects, the likelihood of this project being funded as such is miniscule.
- e.

7-The joint sharing of the local match required by the City of Cordova and Native Village of Eyak, would take place **over a multi-year budget period**; The commitment of funds and letter of agreement would be required up front for the project to continue, but the actual dollars committed would be spread out over several years.

8-Road maintenance construction being considered in 2014 would NOT be affected, as the projected date for the re-construct and pathway would be 2017; Project planning, design, & engineering, would all need to take place ahead of re-construction (in 2015-2016).

9- A future vision for a healthier, active Cordova as a less fossil fuel dependent community, proposes this pedestrian & bicycle pathway connected to a **larger system for walking and bicycling as “Safe Routes to School, to town, to harbor, to hospital, to parks and to trails” emerges.**

10- Above all, this project **speaks strongly to PUBLIC SAFETY**, not just for Cordova’s children, but for all of its citizens, as a “Pro-active” vs. “Re-active” measure. We all know its importance.

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: December 30, 2011

TO: Mayor and City Council

SUBJECT: Resolution 12-12-47 &
Resolution 12-12-48

City rates fees and charges as well as enterprise fund rates will now be set simultaneously with passage of the budget. The water, sewer and garbage enterprise fund rates are being set with this resolution (12-12-47) but may not go into effect until the code where those rates exist presently are changed. The practice of simultaneous approval and adoption was begun in November 2011. Tonight, December 19, 2012, Council will conduct a public hearing for both resolutions, 12-12-47 setting the 2013 annual fees, rates & charges and 12-12-48 adopting the 2013 budget.

RECOMMENDED MOTION: Move to approve Resolution 12-12-47

REQUIRED ACTION: Majority roll call vote.

RECOMMENDED MOTION: Move to approve Resolution 12-12-48

REQUIRED ACTION: Majority roll call vote.

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-12-47**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA ADOPTING SERVICE
FEES, RATES AND CHARGES FOR THE 2013 CALENDAR BUDGET**

WHEREAS, the City Council of the City of Cordova is concurrently adopting the City's 2013 Operating Budget;
and

WHEREAS, the City Council of the City of Cordova determines annually, by resolution, the fees, rates and charges for city services that are not otherwise established by ordinance or other applicable law; and

WHEREAS, fees for water, sewer, and garbage are presently established by ordinance and can be found in Chapters 14.08, 14.16, and 8.12 respectively of the Cordova Municipal Code; and

WHEREAS, in the 2013 calendar year, ordinances amending titles 14 and 8 will be forthcoming so as to no longer include water, sewer, and garbage **rates** and after enactment of said ordinances, the rates as approved herein will become effective; and

WHEREAS, further amendments to City Code are anticipated in 2013 within Title 16 which will affect the Planning Department Building Permit fees as listed herein on page 9 (see asterisk and double asterisk);

NOW, THEREFORE, BE IT RESOLVED that the City Council of Cordova, Alaska, hereby adopts the attached list of service fees, rates and charges for the 2013 calendar year:

CITY OF CORDOVA 2013 FEE SCHEDULE

BIDARKI RECREATION CENTER AND BOB KORN POOL FEES			
FEES MARKED WITH A (*) WILL INCLUDE ALL YOUTH ACTIVITY FEES FOR THE DURATION OF THE MEMBERSHIP/ AN (X) INDICATES THAT THIS OPTION IS NOT AVAILABLE.			
BIDARKI OR POOL	ADULT	FAMILY	SPECIAL
DROP IN SUMMER	\$10.00	X	*\$3.00
DROP IN OFF SEASON	\$5.00	X	*\$3.00
WEEKLY SUMMER	\$30.00	X	X
WEEKLY OFF SEASON	\$15.00	X	X
1 MONTH	\$55.00	* \$80.00	*\$30.00
ANNUAL	\$225.00	*\$400.00	*\$80.00 bidarki/\$100.00 pool
OFF SEASON / 7 MO.	\$150.00	*\$300.00	X
SUMMER / 5 MO.	\$150.00	*\$300.00	X
COMBO	ADULT	FAMILY	SPECIAL
WEEKLY SUMMER	\$50.00	X	X
WEEKLY OFF SEASON	\$25.00	X	X
1 MONTH	\$100.00	*\$150.00	*\$50.00
ANNUAL	\$400.00	*\$600.00	*150.00
OFF SEASON / 7 MO.	\$250.00	*\$450.00	X
SUMMER / 5 MO.	\$250.00	*\$450.00	X
CORPORATE PASS RATES			
CORPORATE PASSES ARE CONSIDERED ANNUAL FAMILY COMBO PASSES/ THE USCG PAYS A FLAT FEE FOR ALL COAST GUARD FAMILIES; ALL OTHERS ARE CHARGED PER FAMILY /YOUTH ACTIVITY FEES NOT INCLUDED			
NAME	ANNUAL FEE	QUALIFIED FAMILIES / INDIVIDUALS	
USCG	\$5,000.00	UNITED STATES COAST GUARD FAMILIES STATIONED IN CORDOVA ALASKA	
CCMC	\$220.00	A REG FT OR REG PT EMPLOYEE OF THE CDV COMMUNITY MEDICAL CENTER / WORKING 15 OR MORE HRS PER WEEK	

CPSD	\$220.00	A REG FT OR REG PT EMPLOYEE OF THE CORDOVA PUBLIC SCHOOL DISTRICT / WORKING 15 OR MORE HRS PER WEEK
CITY EMPLOYEE	\$187.00	A REG FT OR REG PT EMPLOYEE OF THE CITY OF CORDOVA / WORKING 15 OR MORE HRS PER WEEK THE VOLUNTEER FIRE FIGHTER (CVFD) PASS IS AN ANNUAL ADULT COMBO.
PARTICIPATING CANNERY	\$1,000.00	SEASONAL (MAY 1ST - SEPT. 30) CANNERY WORKERS
CITIZENSHIP & RATE GRID KEY		
ADULT	18 YRS AND OLDER / NO LONGER IN HIGH SCHOOL	
FAMILY	2 ADULTS WHO SHARE A HOUSEHOLD WITH UP TO 5 YOUTH / STUDENT DEPENDANTS. NOTE: FOR FAMILIES GREATER THEN 7; ADD \$10 PER ADDITIONAL FAMILY MEMBER	
STUDENT DEPENDANT	A FAMILY MEMBER WHO IS ENROLLED IN SECONDARY EDUCATION AND CLAIMED ON PARENTS TAX RETURN	
CHILD	5 YRS AND YOUNGER FREE ADMISSION WITH AN ADULT	
CORPORATE MEMBERSHIP	A REDUCED RATE GROUP MEMBERSHIP; UNLIMITED USE COMBO PASS/ YOUTH ACTIVITY FEES ARE NOT INCLUDED.	
PARTICIPATING CANNERY	A CANNERY WHO PAYS AN ANNUAL FLAT RATE OF \$1,000.00 SO THEIR SEASONAL EMPLOYEES WORKING MAY 1 - SEPT. 30 TH HAVE A REDUCED RATE ENTRY FEE OF \$3.00 TO BIDARKI (POOL EXCLUDED)	
SEASONAL CANNERY WORKER	A WORKER EMPLOYED DURING THE SUMMER MONTHS (MAY 1 -SEPT. 30) BY A LOCAL 'PARTICIPATING CANNERY' / PAY A REDUCED RATE DROP IN FEE OF \$3.00 TO BIDARKI (POOL EXCLUDED)	
'SPECIAL' PASS CITIZENSHIP		
*EACH CITIZEN DEFINED BELOW FALLS UNDER OUR 'SPECIAL PASS' /PASS OPTIONS FOR THESE INDIVIDUALS ARE OUR MOST REASONABLY PRICED.		
YOUTH	6-17 YEARS OLD AND/OR STILL IN HIGH SCHOOL	
MILITARY	ENLISTED IN THE ARMED FORCES AND PRESENTING AN ID	
STUDENT	COLLEGE OR TRADE SCHOOL STUDENT PRESENTING AN ID	
DISABLED	AN INDIVIDUAL PROCLAIMED DISABLED BY HIS/HER STATE OF RESIDENCY	
CVFD	A MEMBER OF THE CORDOVA VOLUNTEER FIRE DEPARTMENT	
ANNUAL DISCOUNT MONTH		
EVERY NOVEMBER WE OFFER A 20% DISCOUNT ON THE ANNUAL PASSES LISTED BELOW.		
CITIZENSHIP	FULL PRICE	20% DISCOUNT
ADULT BIDARKI OR POOL	\$225.00	\$180.00
ADULT COMBO	\$400.00	\$320.00
FAMILY BIDARKI OR POOL	\$400.00	\$320.00
FAMILY COMBO	\$600.00	\$480.00
SUMMER CAMP		
WE OFFER A 25% DISCOUNT OFF THE TOTAL COST FOR FAMILIES WHO HAVE MORE THEN ONE CHILD IN CAMP SIBLING DISCOUNT EXAMPLE IS CALCULATED FOR TWO KIDS IN CAMP /WHEN YOU PURCHASE A 10 OR 5 DAY PACKAGE YOU CAN USE IT FOR ANY COMBINATION OF DAYS IN ANY SESSON OFFERED. AN (X) INDICATES THIS OPTION IS NOT AVAILABLE.		
OPTIONS	COST	SIBLING DISCOUNT EXAMPLE
10 DAY PACKAGE	\$200.00	\$300.00
5 DAY PACKAGE	\$110.00	\$165.00
DAILY DROP IN	\$25.00	X
SLEEPOVER DROP IN	\$45.00	X
CHRISTMAS BAZAAR TABLE RENTAL		
THE CHRISTMAS BAZAAR IS AN ANNUAL EVENT HAPPENING THE FIRST FRI-SAT OF DECEMBER. PRE		

REGISTRATION FOR VENDORS FROM THE PRIOR YEAR HAPPENS IN MID OCTOBER/ GENERAL REGISTRATION BEGINS NOVEMBER 1ST ANNUALLY/ VENDORS MUST HAVE A STATE OR CITY BUSINESS LICENSE/ TEMPORARY BUSINESS LICENSES ARE AVAILABLE AT CITY HALL FOR \$25

TABLE / SPACE SIZE	RENTAL FEE
6FT TABLE / SPACE	\$45.00
8FT TABLE / SPACE	\$60.00
FOOD COURT TABLE	\$60.00
SHARED TABLE	\$30.00 PER PERSON

POOL FACILITY RENTAL

LONG TERM POOL RENTAL AND SPECIAL INTEREST GROUP RENTAL FEES TO BE DETERMINED ON AN INDIVIDUAL BASIS BY THE DIRECTOR OF PARKS AND RECREATION/ POOL PARTY'S ARE SCHEDULED FOR SUNDAYS ONLY.

# OF GUESTS	# OF GUARDS	HOURLY RATE
25 GUEST MAXIMUM	2 LIFE GUARDS	\$50.00
50 GUEST MAXIMUM	3 LIFE GUARDS	\$75.00

BIDARKI UPSTAIRS GYM RENTAL

THE WEIGHT ROOM IS NOT AVAILABLE FOR RENTAL / B-DAY PARTY FEE INCLUDES A HALF HOUR SET UP AND HALF HOUR CLEAN UP SUNDAYS ONLY & FOOD MUST REMAIN ON THE 3RD FLOOR / ATHLETIC RENTALS INCLUDE A 15 MIN. SET UP AND CLEAN UP SUNDAYS ONLY / DANCES 4 HR MAX SAT. EVENINGS ONLY. 4 HOUR MAX / CONFERENCES SCHEDULED M-SAT; 8 HOUR MAX.

RENTAL TYPE	# OF REC AIDS	FEE	MAX # OF GUESTS
BIRTHDAY PARTY	1	\$50 PER HOUR	25
ATHLETIC RENTAL	1	\$50 PER HOUR	25
DANCES	2	20% OF DOOR FEE	100
CONFERENCES	2	\$500 PER 8 HOUR DAY	150

SKATERS CABIN RENTAL

SKATERS CABIN IS A 3 DAY MAXIMUM RENTAL / THE RATE INCREASES EACH 24 HR PERIOD / RENTAL PERIOD STARTS AT 12PM AND ENDS AT 12PM NEXT DAY. THOSE NEEDING TO GET INTO THE CABIN PRIOR TO 12PM MUST RENT IT THE DAY PRIOR / THE BEACH IN FRONT OF THE CABIN AND THE SWIM PLATFORM ARE INCLUDED IN THE RENTAL FEE; THE BEACH IS CLOSED TO THE GENERAL PUBLIC DURING RENTAL PERIODS / MANDATORY \$35 REIMBURSABLE DAMAGE DEPOSIT FOR EACH RENTAL.

RENTAL PERIOD	PERIOD FEE	TOTAL FEE
1ST 24 HR PERIOD	\$25.00	\$25 (+ \$35 DEPOSIT)
2ND 24 HR PERIOD	\$35.00	\$60.00
3RD 24 HR PERIOD	\$50.00	\$110.00

ODIAK CAMPER PARK SPACE RENTAL

SHORT TERM IS DEFINED AS 1-30 DAYS ELECTRICITY AND TAXES ARE INCLUDED IN FEE. LONG TERM RENTERS ARE THOSE STAYING OVER 30 DAYS, THE FEE INCLUDES TAXES AND IN ADDITION TO THE FEE, ELECTRICITY WILL BE CHARGED AT \$.40 PER KILOWATT HOUR.

RENTER	FEE PER DAY	TOTAL CHARGE
SHORT TERM (Tax Included)	\$25.00	\$25.00 PER DAY
LONG TERM (Tax Included)	\$24.00	\$24.00 PER DAY Plus \$0.40 per Kilowatt of Electricity Used

INFORMATION SERVICES

Library/Museum

Meeting Room

Meeting room reservations made according to priority use as set forth in the Policies and Procedures Manual of the Cordova Public Library. \$25 clean-up deposit may be required; clean up by user is required; cleaning deposit is refundable.

Library fees

Overdue fee \$.10/day
Copies \$.25/page
Fax \$1.00/page

POLICE DEPARTMENT

City Impound Fee:

Vehicles and trailers up to 21 feet in length \$10/day
Each foot beyond 21 feet \$ 1/foot
All other material \$0.29/sq. foot/day

Alcohol Breath Test \$50.00
Fingerprinting: \$ 20 - 1 card \$ 35 - 2 cards
Police Reports \$10.00 (requires approval from Chief)
Discovery CDs \$15.00
Discovery Video \$15.00
Service of Civil Papers \$65.00
Chauffer's License \$35.00

*Dog License:

Altered animal \$10.00
Non altered \$15.00
Provisional \$10.00
Replacement \$ 5.00

*Impound Fees:

Cats – Flat fee \$50.00
Dog – 1st Impound \$25.00 Licensed
 \$50.00 Unlicensed
Dog – 2nd Impound \$50.00 Licensed
 \$75.00 Unlicensed
Dog – 3rd Impound Determined by Chief

*Boarding Fees:

Dogs \$20.00/day
Cats \$10.00/day

When an animal is impounded, the fee is as follows: Impound + Boarding + Medical + License if not yet obtained or proof of license = Total

*Upon the enactment of the ordinance passing Chapter 8 the above fees will take effect

FIRE DEPARTMENT

Ambulance \$500/run
Standby for Fire Dept. \$200 & \$25 per hr per man and \$50 per hr for Officer

PUBLIC WORKS

NOTE 1: All equipment includes an operator. 3 hour minimum may apply to any situation involving a City employee.

NOTE 2: Overtime or holiday rates apply outside of regular (straight time) work hours.

NOTE 3: Straight time work hours vary but are generally 7:00 AM to 3:30 PM. All rates are per employee.

NOTE 4: Water & sewer line locates per Utility Coordination Council Request procedure are free. (2 business days' notice required. All locates requested outside of normal business hours will be charged as emergency locate.)

NOTE 5: All prices subject to 6% sales tax.

DESCRIPTION	UNIT	STRAIGHT TIME RATE	OVERTIME RATE	HOLIDAY RATE	MINIMUM CHARGE
EQUIPMENT					
Volvo L120F Loader	Hour	\$130.00	\$163.50	\$230.50	
Cat 950 Loader	Hour	\$130.00	\$163.50	\$230.50	
Cat IT 62G Loader	Hour	\$130.00	\$163.50	\$230.50	
Michigan L-120 Loader	Hour	\$130.00	\$163.50	\$230.50	

Hitachi 230 Excavator	Hour	\$150.00	\$183.50	\$250.50	
Cat 436B Tractor/Backhoe	Hour	\$120.00	\$153.50	\$220.50	
Cat 163H Grader 2003	Hour	\$150.00	\$183.50	\$250.50	
Cat 140G Grader 1989	Hour	\$150.00	\$183.50	\$250.50	
Elgin Street Sweeper	Hour	\$200.00	\$233.50	\$300.50	
Ford L9000 Vacuum Truck (Vactor) 1992	Hour	\$225.00	\$258.50	\$325.50	
Ford L9000 Tandem Dump Truck 1987	Hour	\$110.00	\$143.50	\$210.50	
Ford L8000 Flatbed Truck w/ hoist 1991	Hour	\$110.00	\$143.50	\$210.50	
Mack Tandem Dump Truck 2008	Hour	\$110.00	\$143.50	\$210.50	
Tow Truck	Hour	\$120.00	\$153.50	\$220.50	
Dynapack CP132 Rubber Tired Roller	Hour	\$100.00	\$133.50	\$200.50	
Pickup Truck or Van w/ 1 person	Hour	\$110.00	\$143.50	\$210.50	
Vibratory Plate Compactor	Hour	\$75.00	\$108.50	\$175.50	
Bobcat 943 Skid Steer Loader	Hour	\$90.00	\$123.50	\$190.50	
Chevy 3500 Service Truck w/ Welder 2009	Hour	\$150.00	\$183.50	\$250.50	
City Level, Tripod, and Rod	Hour	\$80.00	\$113.50	\$180.50	
Cut-off saw	Hour	\$75.00	\$108.50	\$175.50	
Electric Jackhammer - Bosch	Hour	\$75.00	\$108.50	\$175.50	
1" Pump - Honda	Hour	\$75.00	\$108.50	\$175.50	
1.5" Electric Pump	Hour	\$100.00	\$133.50	\$200.50	
2" Pump - Honda	Hour	\$150.00	\$183.50	\$250.50	
120/240V Power Gen- Honda EG 3500	Hour	\$100.00	\$133.50	\$200.50	
Jackhammer w/ Compressor Ingersoll-Rand	Hour	\$110.00	\$143.50	\$210.50	
HDPE Welder	Day	\$150.00	\$183.50	\$250.50	1 Day
4" Honda Pump w/ Intake & Discharge Hose	Hour	\$200.00	\$233.50	\$300.50	4 HR
6" Gorman-Rupp Pump w/ Intake & Discharge Hose	Hour	\$250.00	\$283.50	\$350.50	4 HR
1.5" Neptune Backflow Preventer RPZ w/ Meter *	Day	\$90.00	\$123.50	\$190.50	1 Day
* Must be installed & removed by City staff daily					
SERVICES					
Towing - Car or Pickup Truck	Hour	\$120.00	\$153.50	\$220.50	
Cemetery Plot - Preparation and Covering	Each	\$500.00	\$533.50	\$600.50	
Cemetery Plot – Purchase (Regular Hours Only)	Each	\$200.00	--	--	
Shut off Notices (delivered for non-payment)	Each	\$25.00	--	--	
LABOR					
Laborer	Hour	\$72.00	\$108.00	\$180.00	
MATERIALS					
Patching Chip Sealed Roads	SF	\$60.00	--	--	
Patching Asphalt Roads	SF	\$60.00	--	--	
Sand	CY	\$18.00	--	--	10 CY

HARBOR**MOORAGE**

Annual Moorage	\$ 31.52/ft/yr
Monthly Moorage	\$ 11.02/ft/mo
Daily Moorage	\$.82/ft/day paid in advance
	\$.97/ft/day if billed

* All slips will be reserved based on over-all length of vessels, including those slips on "L" floats. Moorage rates on "L" floats will be calculated at 75% of the current annual moorage rate (only for those slips between approach ramps). Established 10/17/01 by Resolution 10-01-79.

Annual Seaplane Moorage	\$815.72/yr
Daily Seaplane Moorage	\$ 33.95/day
Eyak Lake Seaplane Moorage	
40' space	\$340.98/yr
60' space	\$538.52/yr

GRID FEES (per tide)

Under 30'	\$.47/ft/tide
30'-50'	\$.53/ft/tide
51'-70'	\$.72/ft/tide
Over 70'	\$1.37/ft/tide

MISCELLANEOUS SERVICE FEES

Launch Ramps	
Stall holders	- no charge
Non-stall holders	\$ 78.75/yr
Waitlist	\$ 79.41/5 yrs.
Vessel Towing	\$ 63.52/hr
Vessel Pumping	\$ 31.76/hr
Pump Rental	\$ 31.76/hr
Harbor Staff Labor	\$ 72.00/hr
	\$108.00/hr for O.T.
Impound Fees	\$ 72.00
Impound/Storage of Nets	\$288.75
Storage of Impounds	\$.29/sq ft/day
Electricity(for elec. rental slips)	\$ 15.00/day
*a deposit of \$100.00 required for all electrical pigtaills	
Bilge Water Collection	\$ 95.29/hr
Showers	\$ 5.00
Dock Use Fee	\$1.81/linear ft/day

PORT**WHARFAGE**

Minimum	\$1.58/ton
Wharfage N.O.S. (not otherwise specified)	\$5.02/ton
Wharf Demurrage - first 5 days	\$1.58/ton
after 5 days	\$3.18/ton

DOCKAGE

Charge	\$1.45/ft/day
--------	---------------

STORAGE

Boat storage (up to 12 months)	\$2.50/ft/mo
Boat storage (over 12 months)	\$5.00/ft/mo
Gear storage	\$.29/sq ft/mo

WATER

Charge	\$.96/1000 gallons
Minimum	\$68.06 plus \$72.00 labor

USED OIL RECEPTION

Under 100 gallons	- no charge
100 gallons or more suitable for burning	\$95.29/man-hour

100 gallons or more unsuitable for burning

\$47.65/gallon plus
\$95.29/man-hour plus
shipping & disposal**FUELS**First 50 thousand barrels
Second 50 thousand barrels
Over 100 thousand barrels\$ 0.17/barrel
\$ 0.15/barrel
\$ 0.14/barrel**PORT STAFF LABOR**

Charge

\$72.00 hr
\$108.00/hr for O.T.**TRAVEL LIFT**

RATES: All payment for vessel lifts must be in advance and for round trip

Up to 40'
41' – 58'
over\$11.00/ft
\$12.00/ft
\$13.00/ft**MISCELLANEOUS FEES**Inspection Haul:
Minimum Fee:
Electrical Use:60% of round trip
\$300.00
\$10.00/day up to 42'
\$25.00/day 43' and over**Storage Rates:**Per Month
\$2.50/ft/monthOver 12 Months
\$5.00/ft/month**Washdown:** Washdown pads are free.**No-Show Fee:** Once a lift is scheduled and the boat owner fails to show or cancel the lift at least one hour before the scheduled lift time, the minimum lift fee will be charged.**DESCRIPTIONS****Per Lift:** All rates are per lift or one way.**Inspection Haul:** Hauled out and left in slings over dock for a period of 2 hours and returned to the water. \$75.00 per 15 minutes after allotted time. Limited to approval and availability.**Minimum Fee:** This is the lowest fee for Travelift use. There is a one hour minimum for such things as re-blocking or relocating of vessels.**PLANNING DEPARTMENT**Zoning Code FeesAppeals

\$150.00

Permits

Conditional Use

\$200.00

Encroachment

\$200.00

Exception

\$200.00

Rezone

\$250.00

Sign

\$ 25.00

Building Permits*

Residential Building permits Fees based on Total Valuation

\$1 to \$500..... \$25

\$501 to \$2000..... \$25 for the \$500 plus \$3.30 for each additional \$100, or fraction thereof, to and including \$2000

\$2001 to \$25,000..... \$74.50 for the \$2000 plus \$15.15 for each additional \$1,000, or fraction thereof, to and including \$25,000

\$25,001 to \$50,000..... \$422.50 for the \$25,000 plus \$10.92 for each additional \$1,000, or fraction thereof, to and including \$50,000

\$50,001 to \$100,000.....	\$695.50 for the \$50,000 plus \$7.57 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000.....	\$1074 for the \$100,000 plus \$6.06 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000.....	\$3498 for the \$500,000 plus \$5.13 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,001 and up.....	\$6063 for the \$1,000,000 plus \$3.94 for each additional \$1,000 or fraction thereof

Inspection for which no fee is specifically indicated (min ½ hour)..... 75.00/hour

Additional Plan review required by changes, additions or revisions75.00/hour

***Upon the enactment of an ordinance amending Title 16 of the Cordova Municipal Code, the above fees will take effect**

Residential Building Permit Fees**

Single Family	\$50.00
Multifamily	\$100.00

****Upon the enactment of an ordinance amending Title 16 of the Cordova Municipal Code the above fees will be eliminated**

Commercial Building Permit Fee \$150.00

Industrial Building Permit Fee \$200.00

Subdivision

Preliminary Plat	\$150.00 plus \$20.00 per lot
Final Plat	½ of Preliminary
Plat Amendment	\$75.00 plus \$15.00 per lot

Variance \$200.00

Vacation R.O.W. \$250.00

Lease/Purchase Agreements

Lease and/or Purchase Agreements \$150.00

Land Lease and/or Purchase Request \$25.00/hour

Copy fee

Copies	\$.25/page
Small Color Maps	\$10.00 (11 X 17)
Medium Color Maps	\$20.00 (18 X 24)
Large Color Maps	\$30.00 (24 X 36)
XXL Large Color Maps	\$40.00 (33 X 44)

SPECIAL SERVICES

Employee Strait Time	\$72.00/hour
Employee Overtime	\$108.00/hour

GENERAL SERVICES

Long-Term Parking Rates

With Harbor Slip for boat to 40 feet	1 free/yr.
With Harbor Slip for boat over 40 feet	2 free/yr.

Additional Long-Term Permits or w/o Harbor Slip

Vehicles up to 21 feet length of vehicle	\$20/mo
Each foot beyond 21 feet length	\$1/foot/mo

Seasonal Boat Trailer Parking Spaces (May 1 – October 15)

With Harbor Slip Rental	\$120.00
Without Harbor Slip Rental	\$350.00

Business License \$35.00

Additional Business License \$25.00

Special Event License \$25.00

Copies \$.25 / page

Fax \$1.00 / page

Copies of audiocassette tapes or CD's \$5.00/CD of City meetings

City Code Books \$425.00 plus cost per updates

City Property Tax Books- hardcopy	\$120.00
Electronic copy	\$ 15.00
Budget Documents	\$ 20.00
Non-Sufficient-Funds Checks	\$ 45.00
Election Board Compensation (as per CMC 2.32.020)	
Election Chairperson	\$ 12.50/hr
Election Board/Clerks	\$ 12.00/hr

REFUSE***Tipping Fees at Baler**

Residential & commercial refuse	\$ 5.44 per cubic yard
Construction & building materials	\$ 7.33 per cubic yard
Asbestos materials*	\$ 104.65 per cubic yard
* must give two weeks advance notice and approval prior to dumping	
Scrap metal	\$ 15.54 per cubic yard
Major household appliances	\$ 7.74 each piece
Refrigerators, freezers	\$ 46.05 each*
4D & larger Batteries	\$11.50 each
Up to 4D Batteries	\$ 5.75 each
Boat/hull disposal costs equal to estimated labor & equipment costs as required to prepare for placement in the landfill, plus estimated cubic yardage at construction & destruction rate.	

***Note: we are now required to remove all Freon from the units prior to removal of compressors.**

Paints are accepted at the baler—must be separated and have approval from Baler.

Recyclables delivered to baler if clean and well-separated will be received at no charge to **non-commercial customers.**

Seventeen mile landfill

Disposal of Vehicles: Vehicles will only be accepted at the seventeen mile landfill and must be certified that all fluids, tires and batteries are removed. The form can be retrieved from the City of Cordova web site, the City Office or at the Baler. Person disposing of vehicle must have title for vehicle in order to release vehicle to city. Junk titles can be obtained through DMV.

Vehicles and light duty trucks	\$209.00
Vehicles and light duty trucks on clean-up day	FREE
Large trucks and equipment	\$ 15.18/cu. yd., min. \$523.00
Campers and/or house trailers 32 feet or under	\$173.00
Campers, house trailers over 32 feet	\$345.00

Pick Up Service**Residential Pick-up Fee/Once Weekly**

1-3 containers (35 gallons)	\$42.11/month
Each additional container	4.20/each pick-up
Residence vacant for more than 30 days	No charge for the period
Self-service at baler	\$27.22/month

Commercial Pick-up Fee/Once Weekly

Can or bag service	
3 containers maximum (35 gal) once/week	\$ 38.72/month.
Each additional container	3.90/each pick-up

Containerized Services Pick-up and Rental fees

Rental:	
3 cu. yd. dumpster *	\$23.02/month
4 cu. yd. dumpster *	31.39/month
6 cu. yd. dumpster *	46.06/month

8 cu. yd. dumpster *	61.74/month
Pick-up—not compacted	
3 cu. yd. dumpster	\$34.54/each
4 cu. yd. dumpster	46.06/each
6 cu. yd. dumpster	70.12/each
8 cu. yd. dumpster	93.14/each

***Dumpster drop off or retrieval: \$50.00**

Additional Charges for dumpsters

Sunday pick-up: charged at one and one-half times the normal rate.

Holiday pick-ups: charged at twice the normal rate.

Each additional Pick-up per dumpster: full charge of applicable rate per pick up.

High capacity container service

Open top hook lift container, 20 cubic yard capacity: \$175 set up charge includes one drop off, one retrieval and one rental up to seven days; \$220 to empty and dispose of non-hazardous construction and demolition contents.

Containerized or commercial recycling service rates:

Note: cardboard and aluminum must be clean and well separated to be eligible for the reduced rates quoted below.

Dumpster Rentals for Recycle

Dumpster rental rates (all sizes): one-half of normal monthly rates.

Dumpster pick-up rate: one-half of normal monthly dumpster rate.

Each additional pick-up per dumpster of recyclables will be charged at one-half normal rate, per pick-up.

20' Enclosed Recycling Container Rentals:

Monthly Rental: \$ 100.00 / month

Set up fee \$100 includes one drop off of container and one retrieval of container

Disposal of contents \$175.00 each pick up, container handling included

7 day rental

100.00 includes one drop off of container and one retrieval of container

Disposal of contents \$175.00 each pick up, container handling included

Commercial customers who choose to deliver recyclables to the bailer facility will be charged twenty-five percent of normal refuse disposal fees.

Special Services

Labor/equipment	
Vehicle and one man, straight time	\$115.12/hr with \$78.50 minimum
Vehicle and one man, overtime	\$146.52/hr with \$115.12 minimum
Each additional employee, straight time	\$70.12/hr
Each additional employee, overtime	\$93.14/hr

***Upon the enactment of the ordinance repealing Chapter 8.12.135 of the Cordova Municipal Code the above fees will take effect**

WATER*

Non-metered service

The monthly fee for water service is **twenty-nine dollars and fifty-eight cents (\$29.58)** multiplied by the equivalent unit in table below.

EQUIVALENT UNIT TABLE

	Classification	Equivalent Unit
1	Single-family dwelling	1.0
2	Multifamily residence: per dwelling unit	1.0
3	Mobile home park: per rental space in a mobile home park where water is available to a space which is used	1.0
4	Hotel, B&B or motel with individual bath: per room	.5
4a	Hotel, B&B and motel with individual bath and kitchen: per room	.7
5	Boarding house or hotel without individual baths: per room or fraction thereof	.3
5a	Bunkhouse facility with central bath: per bunk	.2

6	Bar or cocktail lounge: for every 25 seats or fraction thereof	1.0
6a	Bar with restaurant: for every 25 seats or fraction thereof	2.0
6b	Restaurants: for every 25 seats or fraction thereof	1.0
6c	Clubs with bar and kitchen: for every 25 seats or fraction thereof	1.0
6d	Clubs with kitchen: for every 25 seats or fraction thereof	0.7
7	Retail store, office: for every 12 plumbing fixture units or fraction thereof	1.0
8	Schools:	
	(1) Public or private high schools or colleges: for each 15 persons or fraction thereof in average daily full-time attendance	1.0
	(2) Public or private elementary schools: for each 25 persons or fraction thereof in average daily attendance	1.0
	(3) Public or private child care centers: for each 25 persons or fraction thereof in average daily attendance	1.0
	Average daily attendance shall be based on annual attendance. Persons as used in this section include students, teachers and all school staff and administration.	
9	Theater or auditorium: for each 100 seats or fraction thereof	1.0
10	Churches: for each church	1.0
10a	Churches with meeting rooms: for each church	1.5
11	Laundromats or self-service laundry: for each washing machine in a commercial laundromat or self-service laundry or in any other washing facility, the use of which is not strictly limited to occupants of a residential building or mobile home park in or on which the facility is located	0.5
12	Hospital, rest home, convalescent home: for each bed	0.3
13	Gasoline service station or repair garage	1.0
14	Carwash, self-service: per stall	1.0
15	Public restrooms and showers: for 12 plumbing fixture units or fraction thereof	1.0
16	Port: per 1,000 gallons	1.0
17	Fire hydrants, per hydrant	0.5
18	Combined uses: where more than use is served by a single connection the rate for service shall be based on the sum of the equivalent unit amounts for each of the individual uses.	
19	The city manager shall determine the equivalent unit amount for a use that is not listed above, based on the equivalent unit amount for the listed use that the city manager determines to be most similar in quantity of water used.	
20	Where the equivalent unit amount depends on the number of seats in a use, that number shall be determined by reference to occupancy load for the use in the most recently adopted Uniform Building Code.	
21	All industrial uses shall be metered and charged according to Section 14.08.020	

The flat rate for non-metered water service to the following use classifications shall be determined using the following schedule.

Use Classification	Basis for Charge
Small boat harbor: per hydrant	\$1.00 per stall
Special user (ship moored to a dock temporarily or bulk water purchaser)	\$116.88/day

Metered Service

The monthly rate for water service to facility that is metered shall be the sum of:

A production fee equal to the product of the number of thousands of gallons of water used multiplied by the rate per gallon assigned to the use classification of the facility in the Production Charge Table.

Plus

The monthly demand charge determined in the demand table

The Production Charge Table.

Use Classification	Production Charge
Heavy industrial	\$1.40/1,000 gallons
Residential and light industrial	\$3.58/1,000 gallons

Special user (ship moored to a dock temporarily or bulk water purchaser)	\$3.52/1,000 gallons
--	----------------------

The Monthly Demand Charge Table.

Service Line Size	Charge
1" or smaller	\$ 29.58
Larger than 1" and less than 2"	37.40
2"	43.24
Larger than 2" and less than 4"	70.12
4"	93.50
Larger than 4"	201.02

Water connection

The fee for connecting to the city water system is based on line size of the use that is served, as follows:

Service Line Size	Residential Charge	Nonresidential Charge
1" or smaller	\$100.00	\$200.00
Larger than 1" less than 2"	\$150.00	\$300.00
2"	\$200.00	\$400.00
Larger than 2" less than 4"	\$400.00	\$800.00
4"	\$600.00	\$1,200.00
Larger than 4"	\$800.00	\$1,600.00

Expansion fee

The fee for expanding the use of an existing non-metered water connection shall be determined by multiplying the applicable charge below by the number of equivalent units in the equivalent unit table above.

Expansion Table

Residential Charge	Nonresidential Charge
\$207.00	\$414.00

SERVICES

DESCRIPTION	UNIT	STRAIGHT TIME RATE	OVERTIME RATE	HOLIDAY RATE	MINIMUM CHARGE
Water Turn On or Off (free to year-round customers)	Each	\$50.00	\$83.50	\$150.50	
Water Sample Testing - Coli Forms	Each	\$57.00	\$78.50	\$145.50	
Emergency water & sewer locate (less than 2 business days' notice)	Hour	\$72.00	\$108.00	\$180.00	
Water & sewer line locates per Utility Coordination Council Request procedure (2 business days' notice)	Each	No Charge	--	--	
3/4" Double Check Valve Backflow Preventer *	Day	\$50.00	\$83.50	\$150.50	
* Must be installed & removed by City staff daily					

*Upon the enactment of the ordinance repealing Chapter 14.08.010 – 14.08-040 of the Cordova Municipal Code the above fees will take effect

SEWER***Rates**

The monthly fee for residential sewer service is forty-six dollars and ninety-three cents (\$46.93) multiplied by the equivalent unit in table below. Residential equivalent units are identifies with an R.

The monthly fee for commercial sewer service is fifty-six dollars and thirty-two cents (\$56.32) multiplied by the equivalent unit in table below. Commercial equivalent units are identifies with a C.

The monthly fee for Industrial sewer service is ninety-nine dollars and two cents (\$99.02) multiplied by the equivalent unit in table below. Industrial equivalent units are identifies with an I.

EQUIVALENT UNIT SCHEDULE

Classification	Equivalent
----------------	------------

		Unit
1.	Single-family dwelling	1.0 x R
2.	Multifamily residence: per dwelling unit	1.0 x R
3.	Mobile home park: per rental space in a mobile home park where water is available to a space which is used	1.0 x R
4.	Hotel, B&B or motel with individual bath: per room	0.3 x C
4a.	Hotel, B&B and motel with individual bath and kitchen: per room	0.7 x C
5	Boarding house or hotel without individual baths: per room or fraction thereof	0.3 x C
5a.	Bunkhouse facility with central bath: per bunk	0.3 x C
6	Bar or cocktail lounge: for every 25 seats or fraction thereof	1.0 x C
6a.	Bar with restaurant: for every 25 seats or fraction thereof	2.0 x C
6b.	Restaurants: for every 25 seats or fraction thereof	1.0 x C
6c.	Clubs with bar and kitchen: for every 25 seats or fraction thereof	1.0 x C
6d.	Clubs with kitchen: for every 25 seats or fraction thereof	0.7 x C
7	Retail store, office: for every 12 plumbing fixture units or fraction thereof	1.0 x C
8	Schools:	
	(1) Public or private high schools or colleges: for each 15 persons or fraction thereof in average daily full-time attendance	1.0 x R
	(2) Public or private elementary schools: for each 25 persons or fraction thereof in average daily attendance	1.0 x R
	(3) Public or private child care centers: for each 25 persons or fraction thereof in average daily attendance	1.0 x R
	Average daily attendance shall be based on annual attendance. Persons as used in this section include students, teachers and all school staff and administration.	
9	Theater or auditorium: for each 100 seats or fraction thereof	1.0 C
10	Churches: for each church	1.0 x C
10a.	Churches with meeting rooms: for each church	0.5 x C
11	Laundromats or self-service laundry: for each washing machine in a commercial laundromat or self-service laundry or in any other washing facility, the use of which is not strictly limited to occupants of a residential building, or mobile home park in or on which the facility is located	0.3 x C
12	Hospital, rest home, convalescent home: for each bed	1.0 x C
13	Gasoline service station or repair garage	1.0 x C
14	Carwash, self-service: per stall	1.0 x C
15	Public restrooms and showers: for 12 plumbing fixture units or fraction thereof	1.0 x C
16	Combined uses: where more than use is served by a single connection the rate for service shall be based on the sum of the equivalent unit amounts for each of the individual uses.	
17	The city manager shall determine the equivalent unit amount for a use that is not listed above, based on the equivalent unit amount for the listed use that the city manager determines to be most similar in quantity of water used.	
18	Where the equivalent unit amount depends on the number of seats in a use, that number shall be determined by reference to occupancy load for the use in the most recently adopted Uniform Building Code.	
19	Processing facility per office	1.0 x I

Sewer connection

The fee for connecting to the city sewer system is based on line size the use that is served, as follows:

Service Line Size	Residential Charge	Nonresidential Charge
Less than 4"	\$502.60	\$1,005.20
4"	\$735.60	\$1,507.80
Larger than 4"	\$1,005.20	\$2,010.40

Expansion fee

DRAFT

The fee for expanding the use of an existing shall be determined by multiplying the applicable charge below by the number of equivalent units in the equivalent unit table above.

Residential Charge	Nonresidential Charge
\$272.65	\$545.30

Septic tank dumping

The fee for septic tank dumping shall be determined under the schedule below:

Residential Charge	Nonresidential Charge
\$94.24	\$414.65

The fee for portable toilet contents disposal is \$50.00 per dump.

The fee for dump station use is \$20.00 per dump

General Services

DESCRIPTION	UNIT	STRAIGHT TIME RATE	OVERTIME RATE	HOLIDAY RATE	MINIMUM CHARGE
Emergency water & sewer locate (less than 2 business days' notice)	Hour	\$72.00	\$108.00	\$180.00	
Water & sewer line locates per Utility Coordination Council Request procedure (2 business days' notice)	Each	No Charge	--	--	

*Upon the enactment of the ordinance repealing Chapter 14.16.260 – 14.16.275 of the Cordova Municipal Code the above fees will take effect

BE IT FURTHER RESOLVED that these fees, rates and charges shall remain in effect until changed by further action of the City Council.

Public Hearing: December 19, 2012

PASSED AND APPROVED THIS 19th DAY OF DECEMBER, 2012

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

**CITY OF CORDOVA, ALASKA
RESOLUTION 12-12-48**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
ADOPTING AN OPERATING BUDGET FOR FISCAL YEAR 2013
AND APPROPRIATING THE AMOUNT OF \$20,706,325, AS SUMMARIZED
PURSUANT TO THE FOLLOWING TABLE.**

		PLUS INTERFUND	LESS INTERFUND	TO or (FROM)	
FUND	REVENUES	TRANSFERS IN	TRANSFERS OUT	RESERVE	APPROPRIATION
General Fund	\$10,746,733	\$492,044	\$1,016,994	\$0	\$10,221,783
Permanent Fund	\$427,894	\$782,114	\$466,789	\$743,219	\$0
Ambulance Replacment Fund	\$10,000	\$0	\$0	\$10,000	\$0
Vehicle Removal Fund	\$0	\$33,000	\$0	\$33,000	\$0
Governmental Capital Projects	\$235,720	\$619,250	\$0	\$0	\$854,970
Chip Seal C.I.P.	\$0	\$50,000	\$0	\$0	\$50,000
Hospital Repair Project	\$1,028,155	\$0	\$0	\$0	\$1,028,155
Shipyard Fill Project	\$0	\$20,332	\$0	\$0	\$20,332
Sawmill Ave Trail	\$0	\$18,070	\$0	\$0	\$18,070
Governmental Funds Total	\$12,448,502	\$2,014,810	\$1,483,783	\$786,219	\$12,193,310
Harbor & Port Enterprise Fund	\$1,037,570	\$0	\$235,513	\$0	\$802,057
Harbor & Port Capital Projects	\$0	\$103,235	\$0	\$0	\$103,235
Harbor Fund Dep'n Reserve	\$0	\$75,000	\$103,235	(\$28,235)	\$0
Sewer Enterprise Fund	\$731,830	\$0	\$220,938	\$0	\$510,892
Sewer Capital Projects	\$605,000	\$104,857	\$0	\$0	\$709,857
LT2 Projects	\$3,605,000	\$0	\$0	\$0	\$3,605,000
Sewer Fund Dep'n Reserve	\$0	\$100,000	\$104,857	(\$4,857)	\$0
Water Enterprise Fund	\$725,670	\$9,600	\$211,454	\$0	\$523,816
Water Capital Projects	\$0	\$0	\$0	\$0	\$0
Water Fund Dep'n Reserve	\$0	\$100,000	\$0	\$100,000	\$0
Refuse Enterprise Fund	\$942,625	\$0	\$243,722	\$0	\$698,903
Refuse Capital Projects	\$1,222,000	\$284,000	\$0	\$0	\$1,506,000
Refuse Fund Dep'n Reserve	\$0	\$75,000	\$284,000	(\$209,000)	\$0
Refuse Fund - Landfill	\$0	\$25,000	\$0	\$25,000	\$0
Odiak Camper Park Fund	\$61,167	\$0	\$4,000	\$3,912	\$53,255
Enterprise Funds Total	\$8,930,862	\$876,692	\$1,407,719	(\$113,180)	\$8,513,015
TOTALS APPROPRIATION	\$21,379,364	\$2,891,502	\$2,891,502	\$673,039	\$20,706,325

WHEREAS, the City Manager submitted his proposed FY13 Operating Budget; and,

DRAFT

WHEREAS, the City Council has conducted work sessions reviewing the proposed 2013 budget, and submitted its recommendations, and held a public hearing on December 19, 2012 on the proposed 2013 operating budget; and

WHEREAS, the amount appropriated from the General Fund, **\$1,699,272** is included for the Cordova Public Schools, and **\$728,552** for Cordova Community Medical Center

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby adopts the City Operating Budgets and appropriates such funds for FY13, for the period of January 1, 2013 to December 31, 2013, in the amount of **\$20,706,325**.

BE IT FURTHER RESOLVED that all unencumbered balances remaining in each fund as of January 1, 2014 shall be transferred to the unappropriated fund balance of the respective fund from which appropriated.

PASSED AND APPROVED THIS 21st DAY OF DECEMBER, 2012.

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

General Fund: Revenues	
Taxes	\$5,718,500.00
Licenses and Permits	\$16,300.00
Other Governmental	\$3,066,537.64
Leases and Rents	\$171,020.00
Law Enforcement	\$333,900.00
DMV	\$92,500.00
Planning	\$29,000.00
Recreation	\$77,000.00
Pool	\$34,200.00
Sale of Property	\$6,500.00
Transfers from Other Funds	\$492,043.75
Other Revenue	\$225,000.00
State Debt Service Reimbursement	\$976,276.00
Total Revenue	\$11,238,777.39
General Fund: Expenditures	
City Council	\$20,000.00
City Clerk	\$243,999.77
City Manager	\$399,368.41
Finance	\$423,517.81
Planning	\$212,763.46
Planning Commission	\$6,500.00
DMV	\$76,825.96
Law	\$892,295.09
Jail	\$231,298.95
Fire and EMS	\$320,000.18
Disaster Management	\$7,500.00
Information Services	\$472,652.75
Facility Utilities	\$156,300.00
Public Works Administration	\$122,272.32
Facility Maintenance	\$211,713.28
Street Maintenance	\$619,784.04
Snow Equipment	\$79,650.00
Equipment Maintenance	\$299,779.39
Parks Maintenance	\$103,904.25
Cemetery	\$8,275.00
Bidarki	\$406,073.52
Pool	\$284,467.98
Ski Hill	\$58,400.00
Non Departmental	\$337,145.00
Long Term Debt Service	\$1,699,924.00
Interfund Transfers Out	\$1,016,994.07
Transfers to Other Entities	\$2,527,372.16
Total Expenditures	\$11,238,777.39
Total Revenues	\$11,238,777.39
Total Expenditures	\$11,238,777.39
Net Total General Fund	\$0.00

CITY OF CORDOVA	Adopted Budget		
2013 BUDGET SUMMARY	2013	2013	2013
Capital Projects	City Money	Grant Sources	Loan Sources
2013 CAPITAL BUDGET REQUEST SUMMARY - Governmental Funds			
General Capital Projects & Grant Admn. Fund #401			
GIS/Addressing	10,000		
City Code Revision	25,000		
Software Upgrade	23,000		
TV Program			
Sampson Land Trade Costs			
<u>Law Enforcement Dept. #441</u>			
Report Writing System			
Dispatch Radio Consolettes			
Evidence Locker System			
New Copier			
Used Patrol Vehicle	10,000		
Animal Shelter Improvements	6,000		
Impound Lot fence replacement			
911 System			
<u>Jail Operations Dept. #442</u>			
Surveillance Jail/ Dispatch			
<u>Fire/EMS Dept. #443</u>			
Code Blue	2,000	2,000	
DHS 2009 SHSP 34058			
DHS 2010 SHSP 34067			
DHS 2012 SHSP			
Southern Region Matching Grant	1,250	1,250	
Backup Power Supply			
Fire Truck AFG 2012			
Sub-Station Loft & Lean-to			
Disaster Management:			
DHS 12 EMPG (Closes 6/2013)	8,000	8,000	
DHS 13 EMPG (Closes 6/2014)	8,000	8,000	
Capital Items & Supplies			
Shelter B/U Power Supply			
Pet Shelter Supplies			
<u>Other Public Works C.I. P. Dept #601</u>			
New Ford Truck			
<u>Streets Dept. #603</u>			
Mt. Eccles Culvert			
Grader			
4th St Drainage Upgrade	25,000		
First Street Rehab 1/3 SWR, WTR, Streets			
Shop Facility Improvments	60,000		

<u>Parks Maint. Dept. #606</u>			
Tot- Lot			
<u>Recreation Bidarki Dept #701</u>			
Door Replacment			
Blue Van Replacment			
Weight Room Equip			
Boiler Replacment & Plumbing Proj			
<u>Recreation Pool Dept. #702</u>			
Automated Chemical Dosing			
UV System			
New Pool Liner			
Pool Repairs			
	178,250	19,250	
FUND 401 APPROPRIATION	197,500		
Chip Seal C.I.P. Fund #410	50,000	0	
Hospital Capital Projects #435	0	1,028,155	
Shipyards Building Project #442	0	0	
Shipyards Fill Project #444	0	0	
Southfill Expansion Project #448	0		
E-911 Special Revenue Fund #911			
	50,000	1,028,155	
	247,500		
	1,078,155		

2013 CITY OF CORDOVA ENTERPRISE FUNDS CAPITAL PROJECTS			
Harbor Capital Projects #602			
North Fill Dock Project	103,235		
Breakwater Extension Project			
Harbor Boardwalks			
Harbor Study			
FUND 602 APPROPRIATION	103,235	0	
	103,235		
Sewer Projects Fund #603			
COBC and APDES Permit Compliance	0	500,000	
WWTP Screen House	18,000	40,000	
WWTP Siding	45,000		
Odiak Sewer Lift Station Pump	0		
First Street Rehab 1/3 SWR, WTR, Streets	0		
WWTP disinfection, Permit Compliance	0		
Wastewater Collection Sys Leak Detection	27,857	65,000	
1/2 New Pickup	14,000		
FUND 603 APPROPRIATION	104,857	605,000	
	709,857		
Water Projects Fund #604			
LT2 Compliance	0	2,523,500	1,081,500
Wtr Sys Improvement	0		
Eyak WTP Upgrade	0		
Spruce St water main repairs	0		
Water Tank Clean/Repair	0		
WTP Roof	0		
First Street Rehab 1/3 SWR, WTR, Streets	0		
1/2 New Pickup	14,000		
FUND 604 APPROPRIATION	14,000	2,523,500	1,081,500
	2,537,500		
Solid Waste Projects Fund #605			
Grader	0		
Bailer Paving	0		
Solid Waste Cell Expansion	0		
Program Upgrades PH1	189,000	441,000	
Program Upgrades PH2	0		781,000
L150 Volvo Loader	0		
Hook Truck	95,000		
FUND 605 APPROPRIATION	284,000	441,000	781,000
	1,506,000		

Harbor Enterprise Fund	
Revenue - Operations	\$1,004,500.00
Other Revenue	\$33,070.41
Total Revenue	\$1,037,570.41
Expenditures - Operations	\$932,065.22
Transfer to Reserve and CIP	\$75,000.00
Interfund Transfer Out	\$29,928.00
Total Expenditures	\$1,036,993.22
Net Total Harbor Enterprise	\$577.19
Refuse Enterprise Fund	
Revenue - Operations	\$846,442.48
Other Revenue	\$30,745.97
Total Revenue	\$877,188.45
Expenditures - Operations	\$764,878.34
Debt Service	\$12,050.00
Transfer to Reserve and CIP	\$100,000.00
Interfund Transfers Out	\$2,328.00
In-Kind Services	\$48,942.48
Total Expenditures	\$928,198.82
Net Total Refuse Enterprise	-\$51,010.37
Sewer Enterprise Fund	
Revenue - Operations	\$634,307.88
Other Revenue	\$15,151.40
Total Revenue	\$649,459.28
Expenditure - Operations	\$582,829.58
Transfer to Reserve and CIP	\$100,000.00
Interfund Transfers Out	\$11,164.00
In-Kind Services	\$23,207.88
Total Expenditures	\$717,201.46
Net Total Sewer Enterprise	-\$67,742.18

Water Enterprise Fund	
Revenue - Operations	\$671,242.80
Interfund Transfers In	\$9,600.00
Other Revenue	\$17,006.40
Total Revenue	\$697,849.20
Expenditure - Operations	\$605,509.82
Debt Service	\$8,285.00
Transfer to Reserve and CIP	\$100,000.00
Interfund Transfers Out	\$1,164.00
In-Kind Services	\$12,142.80
Total Expenditures	\$727,101.62
Net Total Water Enterprise	-\$29,252.42
Odiak Camper Park Fund	
Revenue - Operations	\$60,000.00
Other Revenue	\$1,167.25
Total Revenue	\$61,167.25
Expenditure - Operations	\$53,255.25
Interfund Transfers Out	\$4,000.00
Total Expenditures	\$57,255.25
Net Total Odiak Camper Park Fund	\$3,912.00

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: December 6, 2012

TO: Mayor & City Council

SUBJECT: Resolution 12-12-49 CIP List/Resolution quarterly review

Council has decided to revisit the Capital Improvements Projects Resolution and list at least quarterly. Council approved Resolution 09-12-40 was reviewed and discussed at the December 5 meeting and Council wanted more time to decide whether they were ready to reorder the list. Resolution 12-12-49 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 12-12-49 by reordering the capital priorities as follows: 1.____, 2.____, 3.____, etc.

Required Action: Majority voice vote.

Recommended motion: move to approve Resolution 12-12-49 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 12-12-49**

**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. Electronic Health Records at CCMC
2. Cordova Center
3. Shipyard Building
4. Shipyard Fill
5. G Float Replacement
6. Municipal Dock (Ocean Dock) Renovation
7. South Fill Sidewalks
8. South Fill Expansion & Sawmill Avenue Extension
9. Public Safety Building
10. Recreation Building
11. Water / Wastewater Plant upgrades
12. 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 19th DAY OF DECEMBER, 2012

James Kallander, 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 SUSAN BOURGEOIS, CITY CLERK

DATE: December 6, 2012

TO: Mayor & City Council

SUBJECT: Draft MOA with DoT in re Whished Path

Sara Mason of DoT spoke at the Council meeting on December 5 regarding the Whitshed Road bicycle and pedestrian path. Council directed the Clerk to bring this back as an action item for tonight's meeting.

RECOMMENDED MOTION: Move to approve the MOA between the City of Cordova, the Native Village of Eyak and the State of Alaska Department of Transportation and Public Facilities regarding the local match contribution for the Whitshed Road bike and pedestrian path project.

REQUIRED ACTION: Majority voice vote.

Memorandum of Agreement
Local Match Contribution for the
Whitshed Road Bike and Pedestrian Path Project

Between

The State of Alaska Department of Transportation and Public Facilities

and

The City of Cordova

and

The Native Village of Eyak

1. The City of Cordova and Native Village of Eyak (City and Village) hereby agree to each provide two-hundred fifty-one thousand, four-hundred thirteen dollars and twenty-six cents (\$251,413.26), to collectively total five-hundred two thousand, eight-hundred twenty-six dollars and fifty-two cents (\$502,826.52), to the State of Alaska Department of Transportation and Public Facilities (DOT&PF) to fulfill the City and Village's share of the local match contribution required for the design and construction of the Whitshed Road Bike and Pedestrian Path Project. The local contribution shall be a lump sum payment made by the City and Village to ADOT&PF prior to obligation of Federal funds for each phase of the project. The funding schedule is provided below.

Material donations or right-of-way needed for the project may be used in place of cash contribution and may be considered for an exemption to the local match requirement. These donations will be assessed at fair market value.

2. The total local match amount is based on the amount of matching funds required for federal-aid highway funding participation on a project with an estimated total cost of \$9,147,000.00. The local match percentage is 9.03 %. DOT&PF shall pay half of this match requirement, the City and Village shall pay a total of 4.515% match. In addition to the match, a 50% contingency for preconstruction efforts and a 15% contingency for construction efforts will also be collected. The federal-aid portion of the estimated remaining total project cost is \$8,321,025.90. The DOT&PF and the City and Village will execute an amendment to this Memorandum of Agreement (MOA) if changes are needed to the scope, schedule and/or budget. The City and Village will be required to provide additional match funds associated with an increased budget. Upon project completion and final project closeout, if the final cost is less than the current estimated total cost, the local contribution will be recalculated and any excess local cash contribution will be refunded to the City and Village.

Should either party default on their respective match obligations, resulting in the discontinuation of project development or closure of the project by DOT&PF, the complying party shall be refunded the sum their unexpended match payments.

3. DOT&PF and the City and Village have developed the following project description and hereby agree to construct this project in accordance with the following project description and schedule:

Project Description:

Realign Whitshed Road to accommodate non-motorized traffic from the Copper River Highway intersection approximately .75 miles to the Orca Inlet Drive intersection.

Schedule:

This project is scheduled for obligation of funds as follows (project total - \$9,147,000):

<u>FFY 2013:</u>	<u>\$550,000.00</u>	<u>for Phase 2--Design</u>	
		<u>4.515%</u>	<u>Local Match Required:</u> \$24,832.50
		<u>50.00%</u>	<u>Additional Match Contingency:</u> \$12,416.25
			<u>Total Match Required from City/Village:</u> \$37,248.75
<u>FFY 2014:</u>	<u>\$500,000.00</u>	<u>for Phase 2--Design</u>	
		<u>4.515%</u>	<u>Local Match Required:</u> \$22,575.00
		<u>50.00%</u>	<u>Additional Match Contingency:</u> \$11,287.50
			<u>Total Match Required from City/Village:</u> \$33,862.50
<u>FFY 2015:</u>	<u>\$615,000.00</u>	<u>for Phase 3--Right of Way</u>	
		<u>4.515%</u>	<u>Local Match Required:</u> \$27,767.25
		<u>50.00%</u>	<u>Additional Match Contingency:</u> \$13,883.63
			<u>Total Match Required from City/Village:</u> \$41,650.88
<u>FFY 2015:</u>	<u>\$100,000.00</u>	<u>for Phase 7--Utilities</u>	
		<u>4.515%</u>	<u>Local Match Required:</u> \$4,515.00
		<u>50.00%</u>	<u>Additional Match Contingency:</u> \$2,257.50
			<u>Total Match Required from City/Village:</u> \$6,772.50
<u>FFY 2016</u>	<u>\$7,382,000.00</u>	<u>for Phase 4--Construction</u>	
		<u>4.515%</u>	<u>Local Match Required:</u> \$333,297.30
		<u>15.00%</u>	<u>Additional Match Contingency:</u> \$49,994.60
			<u>Total Match Required from City/Village:</u> \$383,291.90
<u>Summary:</u>			
	Total Federal Funding	\$8,321,025.90	
	4.515% Local Match:	\$412,987.05	
	Total Project Estimate (with Match)	\$9,147,000.00	
	Match Contingency:	\$89,839.47	
	Match Required from City/Village including contingency:	\$502,826.52	

4. DOT&PF may alter this funding schedule for reasons that are beyond its control, including elimination or restriction of funds at the federal level. If DOT&PF does not otherwise maintain its commitment to this funding schedule, the City and Village shall have the option of withdrawing from this Agreement and shall be reimbursed for their local contribution.
5. DOT&PF and the City and Village may amend this agreement by mutual consent.

Signed
Steve Titus, P.E., Regional Director
Department of Transportation & Public Facilities

Date

Signed
Jim Kallander, Mayor
City of Cordova

Date

Signed
Joel Azure, Executive Director
Native Village of Eyak

Date

MEMORANDUM

December 10, 2012

TO: City of Cordova
FROM: John W. Bitney
SUBJECT: Consent to Represent an Additional Municipality

Please consider this request for consent for me to represent an additional municipality for professional services. The North Slope Borough has provided me an offer to represent them in Juneau during the upcoming legislative session in addition to representing the City of Cordova.

BACKGROUND

On December 5, 2012, the Cordova City Council approved a two-year agreement for my professional services to represent Cordova. Section IV of the agreement (see below) requires consent of the City in order for me to represent another municipality.

IV. Exclusivity. The Consultant agrees not to represent any other municipal or borough client during the term of this agreement without consent of the City. If the Consultant chooses to take an additional municipal or borough client the Consultant shall notify the City Manager and Mayor at least 90 days prior to accepting the new client. The City may choose to allow the Consultant to add the new client. If the Consultant chooses to accept a municipal or borough client without approval from the City, the City may choose to withdraw from this agreement without penalty, and payments to the Consultant shall be prorated to the date of withdrawal.

DISCUSSION

It is necessary for my business to accept additional clients. Not only is this necessary for my own financial well being, it also helps to provide the means to be an effective advocate with a full time professional presence.

The exclusivity clause provides a process for approval by “the City” in order to allow me to represent other municipal clients. That process is intended to insure that there are no conflicts or competing interests.

The interests of the North Slope Borough (NSB) do not conflict or compete with the City of Cordova:

1. Legislators who represent the NSB and Cordova are in separate districts.
2. NSB requested my services to help develop and maintain a positive working relationship with both the Legislature and the Governor’s Office.
3. The current administration of the NSB is focused on being pro-development of mineral and petroleum resources. This is a high priority of the current Legislature and Governor Parnell.
4. The NSB does not compete with Cordova for capital projects, fisheries management, transportation infrastructure, education funding, or private commerce.

I will be available in person at the December 19th Council meeting to present this request and answer any questions.

EXHIBIT "A"

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN

THE CITY OF CORDOVA AND JOHN W. BITNEY

The parties to this Agreement are the CITY OF CORDOVA, P.O. BOX 1210, CORDOVA, AK 99574, herein referred to as "City," and JOHN W. BITNEY, P.O. Box 240741, Douglas, AK 99824, herein referred to as "Consultant."

I. Scope of Work. The Consultant is retained to represent the City before various public and private entities, including, but not limited to, the Alaska State Legislature and the United States Legislature, at the specific direction of the City. The Consultant shall advocate the priorities of the City as established by Cordova City Council, Mayor, and City Manager.

II. Term of Agreement. This Agreement shall be in effect from January 1, 2013 until December 31, 2014, unless amended in writing in accordance with the terms of this Agreement.

III. Communication. The Consultant shall communicate regularly, especially during the Legislative session, with the Mayor and City Manager, or their designees. The Consultant shall advocate the priorities established by the City as directed by the Mayor or City Manager, or their designees. Further, the Consultant shall meet with the City at mutually agreed times to present reports, discuss strategy and develop plans.

IV. Exclusivity. The Consultant agrees not to represent any other municipal or borough client during the term of this agreement without consent of the City. If the Consultant chooses to take an additional municipal or borough client the Consultant shall notify the City Manager and Mayor at least 90 days prior to accepting the new client. The City may choose to allow the Consultant to add the new client. If the Consultant chooses to accept a municipal or borough client without approval from the City, the City may choose to withdraw from this agreement without penalty, and payments to the Consultant shall be prorated to the date of withdrawal.

V. Compensation. The City shall pay Consultant the sum of Fifty Thousand Dollars (\$50,000.00) each year for two years. A payment of Twelve Thousand Five Hundred Dollars (\$12,500.00) each shall be made quarterly on January 1, April 1, July 1, and October 1, 2013, and on January 1, April 1, July 1, and October 1, 2014.

VI. Reimbursable Expenses. The City shall reimburse Consultant for reasonable expenses incurred in conjunction with fulfilling Consultant's obligations under this Agreement. Payments for expenses shall be made within 30 days of receipt of consultant's invoice.

VII. Amendment to Agreement. This Agreement may be amended or modified in writing. Any amendment or modification must be signed by the City and the Consultant to be valid.

VIII. Termination. This agreement may be terminated by either party with 90 days written notice.

IX. Entire Agreement. This document represents the entire agreement between the parties.

CITY OF CORDOVA

By: Cathy R. Sherman
Cathy Sherman (Acting City Manager)

Date: December 6, 2012

CONSULTANT
By: John W. Bitney
John W. Bitney (Consultant)
Date: December 6, 2012



CITY OF CORDOVA

Office of City Manager

December 12, 2012

Memo to City Council

Re: HSB Recommendations for Hospital Repairs/Renovations

The Health Services Board will be meeting prior to this evening's City Council meeting. The CCMC administrator, Theresa Carte in coordination with the City's Facility Division Superintendent, Josh Hallquist made recommendations for the following:

Based on an HVAC system analysis and a detailed review by the manufacturer staff recommends

Pneumatic Control System Restoration with an estimated cost of:
\$108,650

Restoring the current control system rather than completely replacing the system would accomplish the necessary upgrades and increase efficiency while allowing the remaining funds to be used for additional critical repairs. There is approximately \$610,572.20 in funds remaining.

Recommended action: Voice Vote.

I move to direct the City Manager to proceed with the Pneumatic Control System Restoration based on the Health Services Board recommendation.

Thank you,

Cathy R. Sherman
Acting City Manager

City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6200
Fax: (907) 424-6000
Email: citymanager@cityofcordova.net
Web: www.cityofcordova.net

August 30, 2012

City of Cordova
P.O. Box 1210
Cordova, Alaska 99574

Attn: Josh Hallquist, Capital Projects Manager

**RE: Cordova Community Medical Center - Pneumatic Control System Repair & Evaluation
Siemens Trip Report and Recommendations**

Josh:

On August 9th and 10th, Roger Sandefur with Siemens performed a site visit to evaluate the existing pneumatic HVAC control system. The goal was to perform repairs and recalibrations wherever possible to address the immediate occupant comfort needs (such as hot rooms), and to evaluate the existing system to determine a course of action for future repairs and maintenance.

Here is a summary of our key findings, along with a recommended course to address each deficiency:

1. The controls air compressor is currently running 50% of the time. A typical, well-maintained air compressor should operate no more than 30% of the time. High run time is usually indicative of worn out internal compressor components (e.g. pistons, seals, o-rings) and/or a system that has significant air leaks downstream. We were able to locate and repair a significant leak in the main entrance control panel, but this did not significantly reduce the compressor run time. A worn compressor is also a contributor to the introduction of oil into the downstream control system. Oil is a known enemy of pneumatic control systems. Additionally, there is no automatic drain valve present on the existing compressor tank to allow moisture to drain from the tank automatically.

Recommendation: The control air compressor is beyond the end of its useful life and should be replaced. The downstream pneumatic tubing system should also be thoroughly inspected for leaks to reduce compressor run time.

2. The existing air supply system currently does not have an in-line filter for oil or water. The introduction of oil and water into the downstream control system is extremely detrimental to the operation of the thermostats and controllers. Specifically, oil/water will collect and congeal on the internal surfaces of thermostats, controllers and actuators, rendering them non-responsive and non-repairable.

Recommendation: A new in-line air filter should be installed at the same time that the air compressor is replaced.

3. The existing refrigerated air dryer is no longer operational. In a pneumatic control system, the air dryer's sole purpose is to remove moisture from the control air supply before it is introduced into the system. In a high-humidity environment such as Cordova, this is a critical function. Again, the introduction of water into the downstream control system is extremely detrimental to the operation of the thermostats and controllers.

Recommendation: The existing refrigerated air dryer should be replaced as soon as possible.

4. The existing T-5800 receiver-controllers (typical of 6) that control the heating and ventilation for the five air handling units are operating sluggishly or not at all due to the presence oil/water into the system. We adjusted the receiver controllers and outside air dampers to the best of our ability to allow the introduction of some outside air into the building to meet ventilation requirements. However, this is a temporary fix at best and not a permanent solution.

Recommendation: The existing receiver-controllers are no longer reliable or functional and should be replaced.

5. Of the 40 pneumatic thermostats that were checked throughout the facility, we found only 6 to be calibrated and functional, 23 that required calibration, and 11 that were not functional and could not be calibrated.

Recommendation: With water/oil already present in the air system, we recommend replacing all 40 of the existing pneumatic thermostats soon after the compressor, air dryer and air filter have been upgraded.

6. The VAV boxes located in the space above the ceiling serving the administration area are equipped with pneumatic volume regulators mounted on them to control the damper within the VAV box. The damper is used to regulate the delivery of ventilation air to the occupied spaces. The majority of these VAV boxes were found to be very slow to respond or completely non-operational, likely due to the oil in them.

Recommendation: The existing VAV box volume regulators should be replaced at the same time that the pneumatic thermostats are replaced.

7. The outside air tempering coil on AHU-3 is approximately 75% plugged with debris. Additionally, the heating coils on the air handling units are dirty. This leads to poor heat transfer and adds additional strain and contributes to higher energy usage at the fan motors.

Recommendation: All of the existing heating coils should be thoroughly cleaned.

8. The existing time-clocks that control the on/off functionality of the air handling units have been disengaged. It appears that the air handling units operate continuously on a 24 hour/7day schedule. This adds significantly to the building's energy consumption.

Recommendation: Repair or replace the existing time clocks and establish an occupied/unoccupied schedule for the facility. This will lead to significant energy savings.

9. The heating isolation valves on the heating piping have been manually closed by maintenance to limit the introduction of heat into the building. This is due to the faulty receiver-controllers and the inability to introduce ventilation air into the building.

Recommendation: Restore the heating piping system to proper operation after the pneumatic control system has been repaired/upgraded.

Conclusions:

The pneumatic control system, in its currently state, is essentially non-functional. The repairs recommend in this report are the minimum steps required to bring the building back to a reasonable degree of control and comfort. Additionally, pneumatic control systems do require a certain level of ongoing calibration and maintenance. Without ongoing maintenance, the system will cease to function properly after only a year or two of neglect. After the system has been repaired, it is critical that it be properly maintained.

While they can be reliable when properly maintained, pneumatic control systems are an aging technology. Ultimately, the City of Cordova should begin to consider replacement of the pneumatic control system with a state-of-the-art digital control system. The upfront costs associated with a new digital control system are quickly recovered through a variety of benefits: increased energy efficiency, ease of maintenance and calibration, remote diagnostic capabilities, accurate temperature and ventilation control and, most importantly, increased occupant health and comfort.

We look forward to discussing and developing a plan of action after you have had the opportunity to thoroughly review this report. If you have any immediate questions or concerns, please do not hesitate to contact me.

Regards,

James C. McDonough

Jim McDonough
Account Executive
Siemens Industry, Inc.

CCMC Capital Projects Budget	\$ value	Notes
Designated Legislative Grant 12-DC-801	\$2,000,000.00	
CCMC Roof Replacement		
CH2MHILL Roofing Replacement Design/Bid/Construction	-\$147,000.00	
PM/Contract Administration Services	-\$14,400.00	JH Services (4-months for roof only)
Waste Department Cost for extending operating hours to accomodate demolition schedule	-\$10,000.00	Carol tracking cost per Charles time sheets - cost to be billed to city for inclusion into grant
IAR Base Contact	-\$899,700.00	
Insulated Pannel Substitution Credit	\$6,463.80	
Coupola Re-design Credit	\$3,694.90	IAR Quote 9-17-12
Edge Detail Modification Credit	\$500.00	ROM
Framing Rot Replacement Extra	-\$15,000.00	ROM
Plywood Rot Replacement Extra	-\$8,272.00	ROM 50 sheets of 3/4"
S-5 Snow Guard Extra	-\$8,912.00	
Skylight Infill Extra	-\$15,000.00	ROM
Sigange Replacement (Sign Co)Extra	-\$58,580.00	need 2 additional quotes
Signage Electrical Work	-\$12,000.00	ROM
CCMC HVAC Repairs		
Mike Wheeler HVAC System Analysis	-\$4,802.50	PAID
Siemens Pneumatic Control System Review and Adjustment	-\$6,970.00	PAID
Pneumatic Control System Restoration (Siemens Estimate)	-\$108,650.00	(\$108,650.00) HARD NUMBER
New DDC Control System (Siemens Estimate)		(\$280,000.00) ROM
System Balancing (after either Pneumatics repair or New DDC)	-\$30,000.00	Siemens ROM
PM/Contract Administration Services	-\$40,800.00	JH Services (assuming 6 month project durration)
Legal/Contract development		
Insurance		
Contingency 10%	-\$20,000.00	ROM
CCMC Flooring Replacement		
RBI Estimate for new hosiptal Flooring (excluding sound alt and Ilanka)	\$0.00	RBI ROM 190K
CCMC Extreior Drivit Repair		
		Need to obtain ROM from contractor
Total Funds Remaining	\$610,572.20	

-\$1,178,205.30 ccmc roof cost

-\$211,222.50 ccmc HVAC cost



CITY OF CORDOVA

Office of City Manager

December 12, 2012

Memo to City Council
Re: Interim City Manager Contract

CMC 5.12.040 "Council approval of contracts" says:

No contract for supplies, services or construction which obligates the city to pay more than fifteen thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

- A. The identity of the contractor;*
- B. The contract price;*
- C. The nature and quantity of the performance that the city shall receive under the contract; and*
- D. The time for performance under the contract.*

I recommend the city enter into a contract with Don Moore, of Wasilla, Alaska, to serve as Interim City Manager for the community of Cordova for a period of not to exceed six months.

The contract price is not to exceed \$2700/week. While provided housing by the City, the Interim City Manager would be responsible for utilities and electric payments, thus the salary number.

A summary of the nature and quantity of the performance the city shall receive is set forth in the attached agreement. The Employment agreement has been reviewed by the City's legal counsel.

Recommended action: Voice Vote.

I move to direct the City Manager to enter into a contract with Don Moore for services as Interim City Manager for the community of Cordova Alaska.

Thank you,

Cathy R. Sherman
Acting City Manager

City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6200
Fax: (907) 424-6000
Email: citymanager@cityofcordova.net
Web: www.cityofcordova.net

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into this ____ day of December, 2012, by and between the City of Cordova ("CITY") and Donald Moore, PO Box 87491, Wasilla, AK 99687 ("EMPLOYEE").



NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the City of Cordova agrees to hire EMPLOYEE as its Interim City Manager under the terms and conditions set forth below:

1. Duties and Nature of Employment

- a. CITY agrees to employ EMPLOYEE, and the EMPLOYEE agrees to be employed by the CITY in the position of City Manager. EMPLOYEE is an at-will EMPLOYEE who serves at the pleasure of the City Council. EMPLOYEE shall perform all duties and discharge all responsibilities of that position as prescribed by the laws of the State of Alaska, the Charter of the City of Cordova, the Cordova Municipal Code, all as may be amended from time to time, and as established by the Council, from time to time. EMPLOYEE shall maintain residency in the City of Cordova during the entire term of this Agreement.
- b. In addition to performing such duties, EMPLOYEE shall oversee recruitment of a permanent City Manager. EMPLOYEE shall perform an appraisal of the functioning and efficiency of all City departments and provide a written report regarding same to the City Council within thirty (30) days of commencing work. A similar written City Department evaluation shall be provided during the final thirty (30) days of EMPLOYEE's term hereunder.

2. Compensation. The CITY agrees to pay EMPLOYEE for his services a weekly salary of \$2,700 payable in the same installments as other employees of the CITY. All compensation paid to EMPLOYEE shall be subject to required employment deductions, taxes, and contributions.
3. Exempt Position. EMPLOYEE acknowledges that the position of interim City Manager is exempt from the overtime requirements of state and federal minimum wage and overtime laws, and as such EMPLOYEE is expected to work whatever hours are necessary to accomplish the goals and requirements of the position. The customary work week at Cordova for full time, exempt employees is Monday through Friday from 8:00 a.m. to 5:00 p.m. However, EMPLOYEE acknowledges that the specified work hours and work week may differ depending on the needs of the City, and that EMPLOYEE may frequently be required to work beyond the confines of the regular work week and work hours. Time sheets shall be submitted to the Mayor or his designee for signature in accordance with the schedule utilized for other non-elected, non-collectively bargained employees.
4. Term. This agreement shall commence January 1, 2013 and shall expire at the date of May 31, 2013, or upon CITY hiring a permanent City Manager, unless terminated earlier in accordance with Paragraph 5. The term may be extended upon mutual written agreement of the parties.

5. Termination of Agreement

- a. EMPLOYEE'S employment under this Agreement is terminable at will and at any time by CITY, without any notice of any kind whatsoever, with or without cause, it being expressly and explicitly understood and agreed by EMPLOYEE that he holds the position of City Manager and serves as City Manager at the will of the Council.
- b. EMPLOYEE may resign his employment as Interim City Manager for exigent personal reasons that require him to relocate from Cordova by delivering to the Mayor of the CITY notice of resignation at least fifteen (15) days prior to the effective date of resignation. CITY may pay to EMPLOYEE fifteen days of base compensation in lieu of notice. If the EMPLOYEE resigns, EMPLOYEE shall be responsible for his return transportation and shall reimburse the CITY sums paid under Section 10 for moving expenses. EMPLOYEE hereby consents to the deduction of such moving expense reimbursement, if any, from his final paycheck.

6. Severance and Post-Termination Process

- a. In the event that CITY terminates EMPLOYEE'S employment under this Agreement without cause, CITY shall pay EMPLOYEE a lump sum as severance pay equal to 15 days' salary, minus applicable deductions and withholding. EMPLOYEE shall be required to execute and not revoke a general waiver and release of employment-related claims as a pre-condition of receiving such severance payment.
- b. In the event that CITY terminates EMPLOYEE'S employment for cause, or if EMPLOYEE resigns his employment, regardless of cause, then EMPLOYEE shall receive no severance pay from CITY. Any of the following shall constitute "cause" for termination: (i) EMPLOYEE'S failure to satisfactorily perform his duties in accordance with the provisions of this Agreement, or maintain his Cordova residency as required by this Agreement, (ii) EMPLOYEE'S intentional failure to obey any lawful directive of the Council, (iii) EMPLOYEE'S intentional failure to comply with the Charter of the City of Cordova or with the Cordova Municipal Code, (iv) Intentional and willful misconduct which the Council reasonably believes reflects adversely on EMPLOYEE'S position as City Manager or on City, including but not limited to, dishonesty, fraud, embezzlement, substance abuse, and criminal misconduct, or (v) any other acts or omissions of EMPLOYEE which constitute "cause" under Alaska law.
- c. Prior to any termination for cause, EMPLOYEE shall be entitled to a hearing before the Council, at which he may be represented by counsel, present and cross-examine witnesses.

7. Benefits

- a. CITY shall provide housing in Cordova for EMPLOYEE at no cost to EMPLOYEE. EMPLOYEE shall pay all utilities.
- b. Pursuant to Section 4.16.020 of the Cordova Municipal Code, EMPLOYEE shall not be entitled to health insurance, paid leave, retirement or other fringe benefits; provided, however that EMPLOYEE shall be entitled to holiday pay.

8. Confidentiality. The EMPLOYEE recognizes that the Interim City Manager will receive and have access to information of a confidential nature. The EMPLOYEE agrees any confidential

information obtained as a result of the Interim City Manager position will be maintained as confidential to the extent authorized by law.

9. Indemnification. The CITY shall indemnify, hold harmless and defend EMPLOYEE against all claims and liability which may result from any claim, action or suit by any person based upon alleged injury to or death of a person or alleged loss of or damage to property that may occur or that may be alleged to have been caused by EMPLOYEE in the course of performance of his official duties during the duration of his employment with CITY under this Agreement, provided, however, that CITY shall not be obliged to indemnify, hold harmless or defend EMPLOYEE against any such claim or liability arising out of or resulting from acts or omissions which, in the sole judgment of CITY, constitute dishonesty, fraud, or criminal misconduct. It is the intention of the parties that EMPLOYEE shall be covered under the applicable CITY public officials' liability policy. The provisions of this Section shall survive the termination, expiration or other end of this Agreement and/or the EMPLOYEE's employment with the City.
10. Conflict of Interest. EMPLOYEE will be fair and impartial in all dealings and will avoid any actions which create a conflict of interest or might reasonably be interpreted as affecting the impartiality of his position as City Manager. EMPLOYEE shall not use his position for the primary purpose of obtaining personal financial gain or financial gain for a spouse, child, mother, father, or business with which the EMPLOYEE is associated. EMPLOYEE shall not solicit or receive money for advice or assistance given in the course of his public employment. EMPLOYEE may not represent a client for a fee before City Council.
11. Expenses.
 - a. City shall provide EMPLOYEE access to a motor vehicle for business use. If EMPLOYEE uses his personal vehicle for city business he may file a request for reimbursement of vehicle expense at the rate of \$___per mile. EMPLOYEE may NOT use a CITY vehicle for personal business.
 - b. CITY will provide EMPLOYEE with a cell phone for ease of contact of EMPLOYEE during non-traditional work hours and particularly for use where the work of the EMPLOYEE requires travel outside of the CITY.
 - c. CITY will provide EMPLOYEE one round-trip fare from Whittier to Cordova on the AMHS ferry to relocate EMPLOYEE and automobile.
 - d. CITY shall either purchase or reimburse EMPLOYEE an amount equal to the price of three (3) round trip tickets between Anchorage and Cordova for use by EMPLOYEE or Employee's spouse for travel completed prior to termination or expiration of this Agreement.
12. Choice of Law; Exclusive Venue. Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be governed by the laws of the State of Alaska, and the City of Cordova, Alaska, and the exclusive forum for any legal proceedings regarding such dispute shall be the Superior Court for the State of Alaska, Third Judicial District at Cordova.
13. Assignment. This Agreement shall not be assignable, in whole or in part, by either Party without the written consent of the other Party.

14. Integration and Modification. Except as otherwise provided herein, this instrument is the entire Agreement and supersedes any previous employment agreement or arrangements. It may be modified only in writing signed by each of the parties.
15. Severability. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.
16. Applicability of City Personnel Regulations. The Cordova Municipal Code and any Personnel Regulations as they may exist from time to time shall govern this Agreement; provided, however, that pursuant to Section 4.60.060 of the Cordova Municipal Code, the provisions of this Agreement shall take precedence in any area specifically addressed by this Agreement when there is a conflict between the Code, Regulations and this Agreement.
17. Employee's Certification. EMPLOYEE hereby certifies that he has received a copy of this Employment Agreement and the Cordova Municipal Code and any applicable employment policies and procedure. EMPLOYEE further certifies that he has had the opportunity to be represented by independent counsel in the negotiation of this Agreement, has read the full Agreement, and understands the meaning and legal consequences of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of December, 2012.

CITY OF CORDOVA

EMPLOYEE

BY: _____

BY: _____

James Kallander, Mayor

Donald Moore

ATTEST:

BY: _____

Susan Bourgeois, City Clerk



CITY OF CORDOVA

Office of City Manager

December 12, 2012

Memo to City Council

Re: Request for Leave without pay – Chief of Police

Chief Griffiths has requested an extended leave time to accomplish a specific personal goal to retrieve his 50' trawler and bring it home to Cordova. This was a noted item that he brought to the Manager's attention during his interview and after he was hired.

It will require the Chief to exhaust his available leave but due to the nature of the endeavor also require an additional 20 days of leave without pay. According to Code, the Manager only has authority to grant ten days leave without pay. This would require City Council to approve or disapprove the additional ten days. I would recommend Council approve the Chief's request as noted in the attached document the time he has put in place to date has been incredibly valuable and worthwhile to the City and community of Cordova.

4.56.150 - Leave without pay.

Purpose and Conditions. Leave without pay may be granted to an employee upon recommendation of the department head and approval of the city manager. Each request for such leave shall be considered in the light of the circumstances involved and the needs of the department. Leave without pay shall not be requested nor granted until such time as all accrued annual leave has been exhausted, except when an employee is absent and drawing worker's compensation pay. The city manager and department head may grant no more than ten consecutive working days' leave without pay. Additional leave without pay may be granted only upon approval of the city council.

Recommended action: Voice Vote.

I move to direct the City Manager to approve Leave without pay for ten days for Chief Robert Griffiths.

Thank you,

Cathy R. Sherman
Acting City Manager

City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6200
Fax: (907) 424-6000
Email: citymanager@cityofcordova.net
Web: www.cityofcordova.net

CITY OF CORDOVA
LEAVE REQUEST

Name: Robert Griffiths Date: 11/28/2012

Type of leave requested: Check the appropriate box

VACATION ☒

SICK - 3 or more days of leave ☐

OTHER LEAVE: WITH PAY ☐ WITHOUT PAY ☒

TYPE OF OTHER LEAVE: LWOP
(Emergency, Jury Duty, Family Medical Leave,
Bereavement, Worker's comp. etc.)

Dates of leave requested:

Leave: 2-Feb, 2013

Return: 2-Apr, 2013

Working days off 42 less 2 holidays

Reason for request: Retrieval of boat (home) from East Coast

Employee signature: _____

Dept. Head approval: _____ Payroll Review: _____

City Manager approval: _____

Extended absence of sick leave, **three or more consecutive days** due to illness, hospitalization, medical observation or treatment may require to be certified by health care provider.

A leave request must be submitted for each scheduled absence. Vacation and other paid leave must be reviewed by Payroll to verify Vacation or other leave hours requested.



City of Cordova
602 Railroad Ave.
P.O. Box 1210
Cordova, Alaska 99574
Phone: (907) 424-6100
Fax: (907) 424-6000
Email: policechief@cityofcordova.net
Web: www.cityofcordova.net

CITY OF CORDOVA

Office of Chief of Police

Date: November 28, 2012

To: Cathy Sherman, Acting City Manager

Re: Leave Request to Retrieve Boat

As we have discussed, this past year has been quite eventful, to say the least. We all survived Snowpocolypse, and just as the snow finally melted the department lost all off its officers, save one, for the summer, our busiest time. The officer and I shared city coverage which equated to 12 hours, seven days a week, of work or on-call status. We managed to survive, although the officer was injured in an altercation and forced to work light duty for nearly 8 weeks in September and October.

I was able to recruit, hire and train replacement officers and the department is finally fully staffed. We completed numerous capital projects including our station/jail video monitoring system, records management system upgrade and the Radio narrow-banding/re-programming required by FCC.

While represented employees were compensated through overtime, those of us lucky enough to be salaried received a hearty thank you and, in some cases, a modest merit increase. As a result of the above circumstances, I was not able to take any vacation time over the past year, nor could I leave the City or Department while it was understaffed.

As you know, I own a 50' Trawler, 'Arrluk,' which is currently berthed in Savannah, GA pending my ability to retrieve it and bring it to Cordova. It is our intention to live aboard the boat as soon as we can retrieve it and get it safely into the Cordova harbor. Unfortunately, it is large enough that our only option is to sail it up through the Panama Canal; not a quick process.

This memo is to seek your approval of my attached leave request to accomplish this mission. My intention, with your approval, is to name Officer George Wintle, who has nearly 30 years of law enforcement experience, as my Interim/Acting Chief in my absence. I have the utmost confidence in his judgment and leadership abilities.

Respectfully submitted,

Bob Griffiths, Chief

Pending agenda:

January 2 Regular Meeting – Clerk will be away, Mayor will be away, it's the day after a holiday, do we want to forego this meeting and have a special meeting if necessary and/or wait until the second meeting in January (1/16/13)?

Capital Priorities List Meeting –**March 2013, June 2013, September 2013, December 2013**

Clerk out of office Dec 27 – Jan 15

Committees:

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

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

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

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

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

Calendars:

3 months' of calendars are attached hereto
December 2012; January 2013; February 2013

December 2012

<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 Confer- ence Room LMR-Library Mtg Rm	HSL-High School Li- brary					1
2	3	4	5 7:15 pub hrg LMR 7:30 reg mtg LMR	6	7	8
9	10	11 6:00 P&Z LMR	12 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	13	14	15
16	17	18	19 tbd HSB LMR 7:00 pub hrg LMR 7:30 reg mtg LMR	20	21	22
23	24	25 Christmas—City Hall Offices Closed	26	27 ——Clerk vaca——	28 ——Clerk vaca——	29
30	31 ——Clerk vaca——				Location Legend CH-City Hall Confer- ence Room LMR-Library Mtg Rm	HSL-High School Li- brary 137

January 2013

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library		<i>1</i> New Years'—City Hall Offices Closed	2 tbd HSB LMR 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR —Clerk vaca—	<i>3</i> —Clerk vaca—	<i>4</i> —Clerk vaca—	<i>5</i>
<i>6</i>	<i>7</i> —Clerk vaca—	<i>8</i> 7:00 P&Z LMR —Clerk vaca—	<i>9</i> 7:00 Sch Bd HSL 7:00 Hrbr Cms CH —Clerk vaca—	<i>10</i> —Clerk vaca—	<i>11</i> —Clerk vaca—	<i>12</i>
<i>13</i>	<i>14</i> 5:30 Parks & Rec LMR —Clerk vaca—	<i>15</i> —Clerk vaca—	<i>16</i> 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	<i>17</i>	<i>18</i>	<i>19</i>
<i>20</i>	<i>21</i> Martin Luther King Jr.—City Hall Offices Closed	<i>22</i>	<i>23</i>	<i>24</i>	<i>25</i>	<i>26</i>
<i>27</i>	<i>28</i>	<i>29</i>	<i>30</i>	<i>31</i>		Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library 138

February 2013

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