

**Chair**

Tom McGann

**Commissioners**

Scott Pegau

John Baenen

Allen Roemhildt

Nancy Bird

Chris Bolin

Trae Lohse

**Interim City Planner**

Leif Stavig

**PLANNING COMMISSION REGULAR MEETING****JANUARY 8, 2019 AT 6:30 PM****CORDOVA CENTER EDUCATION ROOM****AGENDA****1. CALL TO ORDER****2. ROLL CALL**

Chair Tom McGann, Commissioners Scott Pegau, John Baenen, Allen Roemhildt,  
Nancy Bird, Chris Bolin, and Trae Lohse

**3. APPROVAL OF AGENDA****4. APPROVAL OF CONSENT CALENDAR**

- a. Minutes of November 13, 2018 Regular Meeting.....Page 2
- b. Minutes of December 11, 2018 Public Hearing .....Page 5
- c. Minutes of December 11, 2018 Regular Meeting .....Page 6
- d. Record excused absence for Nancy Bird from the November 13, 2018 Regular Meeting and for Allen Roemhildt from the December 11, 2018 Regular Meeting

**5. DISCLOSURES OF CONFLICTS OF INTEREST****6. CORRESPONDENCE****7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

- a. Guest Speakers
- b. Audience comments regarding agenda items (3 minutes per speaker)

**8. PLANNER'S REPORT .....Page 9****9. NEW/MISCELLANEOUS BUSINESS**

- a. Proposal for Lot 1, USS 4606 (Power Creek Lot) .....Page 10
- b. Resolution 19-01 – 2019 Land Disposal Maps .....Page 48  
A resolution of the Planning Commission of the City of Cordova, Alaska recommending the City Council of the City of Cordova, Alaska adopt the 2019 Land Disposal Maps
- c. Resolution 19-02 – Support for Cordova Center Stairs .....Page 68  
A resolution of the Planning Commission of the City of Cordova, Alaska supporting the Alaska Department of Transportation and Public Facilities Transportation Alternatives Program grant application for the Cordova Center Pedestrian Connector
- d. Resolution 19-03 – Support for Sidewalks and Drainage on Seventh Street.....Page 72  
A resolution of the Planning Commission of the City of Cordova, Alaska supporting the Alaska Department of Transportation and Public Facilities Transportation Alternatives Program grant application for constructing ADA sidewalks and drainage improvements on Seventh Street
- e. Chair Election.....Page 76
- f. Vice Chair Election .....Page 78

**10. PENDING CALENDAR**

- a. January 2019 Calendar .....Page 80
- b. February 2019 Calendar .....Page 81

**11. AUDIENCE PARTICIPATION****12. COMMISSION COMMENTS****13. ADJOURNMENT**

PLANNING COMMISSION REGULAR MEETING  
NOVEMBER 13, 2018 AT 6:30 PM  
CORDOVA CENTER COMMUNITY ROOMS A & B  
MINUTES

1. CALL TO ORDER

Chair **Tom McGann** called the Planning Commission Regular Meeting to order at 6:30 PM on November 13, 2018 in Cordova Center Community Rooms A & B.

2. ROLL CALL

Present for roll call were Chair **Tom McGann** and Commissioners, **John Baenen**, **Allen Roemhildt**, **Chris Bolin**, and **Trae Lohse**. **Scott Pegau** and **Nancy Bird** were absent.

Also present was Interim City Planner **Leif Stavig**.

Zero people were in the audience.

3. APPROVAL OF AGENDA

M/Baenen S/Bolin to approve the agenda.

Upon voice vote, motion passed 5-0.

Yea: McGann, Baenen, Roemhildt, Bolin, Lohse

Absent: Pegau, Bird

4. APPROVAL OF CONSENT CALENDAR

- a. Minutes of September 11, 2018 Public Hearing
- b. Minutes of September 11, 2018 Regular Meeting
- c. Minutes of September 27, 2018 Public Hearing
- d. Record excused absences for John Baenen and Allen Roemhildt from the September 11, 2018 Regular Meeting

M/Baenen S/Bolin to approve the consent calendar.

Upon voice vote, motion passed 5-0.

Yea: McGann, Baenen, Roemhildt, Bolin, Lohse

Absent: Pegau, Bird

5. DISCLOSURES OF CONFLICTS OF INTEREST

6. CORRESPONDENCE

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

- a. Guest Speakers
- b. Audience comments regarding agenda items

## 8. PLANNER'S REPORT

**Stavig** said a State Fire Marshall official came to town and did some inspections. He stopped by the Planning office, but he didn't list off what he did. **Baenen** commented that he didn't think it was right that people violated their stop work orders. **Stavig** said if anyone wanted to call the Fire Marshall's office for information, they could. **Baenen** said that there was still one shed of the four sheds on the South Fill that they issued Conditional Use Permit for. **Baenen** wondered what the plan for the boathouse building on the slough was. **McGann** said he knew the Public Works Director had worked on it in the past and maybe when there is a new one they could look at it.

**Stavig** said that the Hippy Cove culvert replacement project had been pushed back another year, but the Whitshed Road Pedestrian Path project was out to bid. **Stavig** said that he participated in master planning for the things going on out at Hippy Cove, including the Science Center construction, culvert replacement, waterline relocation, potential sewer extension, and the Copper River Watershed Project's new property.

**Stavig** provided an update of the comprehensive plan. He and **Greenwood** attended Sobriety with an informational table. The two meetings that were held in October for the plan had very good attendance. The survey is available on the city webpage now. **Stavig** said the turnout and participation has been very diverse, and the more they can do to further diversify, the better. They have had to reiterate to the public that it's not a plan for how the city is going to fix all of the problems; it's a community plan addressing the community's concerns.

## 9. NEW/MISCELLANEOUS BUSINESS

### a. Resolution 18-08 – Update Historical District and Commission Code

A resolution of the Planning Commission of the City of Cordova, Alaska recommending to the City Council of the City of Cordova, Alaska to amend Cordova Municipal Code Chapter 18.90 Cordova Historical District and Historic Preservation Commission in order to update and clarify the code

M/Bolin S/Baenen to approve Resolution 18-08.

**Bolin** said that it looked great. **Lohse** said that it looked like it was removing the requirement that the commission complete a historical building survey. **McGann** said that commission was only recently reconstituted. **Stavig** said that 30 to 40 years ago, the commission did some really interesting historical things in town. **McGann** said that his understanding was that the historical district applied to all of the town.

Upon voice vote, motion passed 5-0.

Yea: McGann, Baenen, Roemhildt, Bolin, Lohse

Absent: Pegau, Bird

## 10. PENDING CALENDAR

**Roemhildt** said he would be travelling for work during the December meeting.

## 11. AUDIENCE PARTICIPATION

## 12. COMMISSION COMMENTS

**Baenen** said he was glad to see a new commission member.

**Bolin** thanked **Baenen** and **Lohse** for putting letters in.

**Roemhildt** said he hoped to find more time to help with the comprehensive plan.

**Lohse** said he was glad to be there to learn the ropes.

## 13. ADJOURNMENT

M/**Bolin** S/**Baenen** to adjourn the Regular Meeting at 7:04 PM.  
With no objection, the meeting was adjourned.

Approved:

\_\_\_\_\_  
Tom McGann, Chair

\_\_\_\_\_  
Leif Stavig, Interim City Planner

DRAFT

PLANNING COMMISSION PUBLIC HEARING  
DECEMBER 11, 2018 AT 6:30 PM  
CORDOVA CENTER COMMUNITY ROOMS A & B  
MINUTES

1. CALL TO ORDER

Chair **Tom McGann** called the Planning Commission Public Hearing to order at 6:30 PM on December 11, 2018 in Cordova Center Community Rooms A & B.

2. ROLL CALL

Present for roll call were Chair **Tom McGann** and Commissioners, **Scott Pegau**, **John Baenen**, and **Chris Bolin**. **Nancy Bird** was present via teleconference. **Allen Roemhildt** and **Trae Lohse** were absent.

Also present was Interim City Planner **Leif Stavig**.

Zero people were in the audience.

3. PUBLIC HEARING

a. Final Plat Approval for Cabin Lake SLUP Lot

M/Pegau S/Baenen to recess until 6:44 PM.

With no objection, the hearing was recessed.

**Trae Lohse** arrived at 6:32 PM.

The Public Hearing came back to order at 6:44 PM.

4. ADJOURNMENT

M/Pegau S/Baenen to adjourn the Public Hearing at 6:45 PM.

With no objection, the meeting was adjourned.

Approved:

\_\_\_\_\_  
Tom McGann, Chair

\_\_\_\_\_  
Leif Stavig, Interim City Planner

PLANNING COMMISSION REGULAR MEETING  
DECEMBER 11, 2018 AT 6:45 PM  
CORDOVA CENTER COMMUNITY ROOMS A & B  
MINUTES

1. CALL TO ORDER

Chair **Tom McGann** called the Planning Commission Regular Meeting to order at 6:45 PM on December 11, 2018 in Cordova Center Community Rooms A & B.

2. ROLL CALL

Present for roll call were Chair **Tom McGann** and Commissioners, **Scott Pegau, John Baenen, Chris Bolin**, and **Trae Lohse**. **Nancy Bird** was present via teleconference. **Allen Roemhildt** was absent.

Also present was Interim City Planner **Leif Stavig**.

One person was in the audience.

3. APPROVAL OF AGENDA

M/Pegau S/Baenen to approve the agenda.

Upon voice vote, motion passed 6-0.

Yea: McGann, Pegau, Baenen, Bird, Bolin, Lohse

Absent: Roemhildt

4. APPROVAL OF CONSENT CALENDAR

a. Minutes of September 27, 2018 Special Meeting

b. Record excused absences for Scott Pegau and Allen Roemhildt from the November 13, 2018 Regular Meeting

M/Pegau S/Baenen to approve the consent calendar.

**Lohse** said that **Roemhildt** was at the meeting in November. **Stavig** acknowledged the error.

Upon voice vote, motion passed 6-0.

Yea: McGann, Pegau, Baenen, Bird, Bolin, Lohse

Absent: Roemhildt

5. DISCLOSURES OF CONFLICTS OF INTEREST

6. CORRESPONDENCE

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

a. Guest Speakers

b. Audience comments regarding agenda items

**Angela Butler**, 524 Third Street, was present on behalf of the Eyak Corporation and was there to answer any questions about the plat.

## 8. PLANNER'S REPORT

**Stavig** said that over 250 people took the comprehensive plan survey and there have been over 140 comments on the interactive map. He and **Shelly Wade** were going to be doing interviews on both radio stations. They had a presence at the Christmas Bazaar. The next time **Wade** would be in town would be around Iceworm Festival.

## 9. NEW/MISCELLANEOUS BUSINESS

### a. Final Plat Approval for Cabin Lake SLUP Lot

M/Bird S/Bolin to recommend to City Council to approve the final plat request for Cabin Lake SLUP Lot.

**Stavig** explained that SLUP stood for Special Land Use Permit, which is a leasing program the Eyak Corporation uses. **Bolin** said it looks like several had been done in the area in the past. **Stavig** showed the commission where it was located on the GIS map. **Butler** explained that the intention of SLUP lots was that they can be used as a homesite. **McGann** said the Eyak Corporation owned a large amount of land and the plat is creating one lot. **Stavig** said it was subject to final plat approval by the Planning Commission and City Council, and they pop up from time to time. **Butler** said that the size of the lot is determined by the amount of shares an individual has.

Upon voice vote, motion passed 6-0.

Yea: McGann, Pegau, Baenen, Bolin, Bird, Lohse

Absent: Roemhildt

### b. Resolution 18-09 – Make COHO Lots ‘Available’

M/Bolin S/Baenen to approve Resolution 18-09.

**Bolin** said that this was something that needs to move forward. **Pegau** said that he didn't see why it needed to move forward a month before they review the Land Disposal Maps. He was frustrated that they broke away from the annual review and that they are piecemealing properties. **McGann** said that this is coming forward because the council wanted it to come forward. **Baenen** said that the building was costing the city a lot of money to maintain it also just became city property.

Upon voice vote, resolution passed 6-0.

Yea: McGann, Pegau, Baenen, Bolin, Bird, Lohse

Absent: Roemhildt

### c. Disposal of COHO (Lots 3 & 4, Block 6, Original Townsite)

M/Bolin S/Lohse to recommend to City Council to dispose of Lots 3 & 4, Block 6, Original Townsite as outlined in Cordova Municipal Code 5.22.060 B by requesting sealed proposals to lease or purchase the property.

**Bolin** said that the property was costing city money for insurance, fuel, and manpower. He has heard of interest in the property. **Lohse** agreed that it should be disposed sooner rather than later. **Stavig** said that prior to the property being foreclosed and the determination of council that it did not serve a public purpose there had been interest in the property from multiple parties. **Pegau** said that there was a process that was being circumvented.

**Baenen** said that he wanted to just have it go to sealed bids. He understood that the money from the purchase goes to the original owner. **McGann** said that they have a land disposal criteria that weighs heavily towards the purchase price.

Upon voice vote, motion passed 5-1.

Yea: McGann, Pegau, Bolin, Bird, Lohse

Nay: Baenen

Absent: Roemhildt

**10. PENDING CALENDAR**

*Stavig* said that there would be a special Christmas gift for the commissioners later in the month.

**11. AUDIENCE PARTICIPATION**

**12. COMMISSION COMMENTS**

**13. ADJOURNMENT**

M/Pegau S/Baenen to adjourn the Regular Meeting at 7:02 PM.  
With no objection, the meeting was adjourned.

Approved:

\_\_\_\_\_  
Tom McGann, Chair

\_\_\_\_\_  
Leif Stavig, Interim City Planner

DRAFT

# Planner's Report

**To:** Planning Commission  
**From:** Planning Staff  
**Date:** 1/2/19  
**Re:** Recent Activities and Updates

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- Lots of public questions about zoning, ownership, land disposal, and other planning related issues; fall/winter is busy season.
- Power Creek Residential Lot RFP – One proposal received.
- Several administrative plats dissolving lot lines have gone through recently.
- Alpine Diesel's shipyard lease is terminated.
- City Council concurred with the commission's recommendations for the COHO. RFP will be released shortly.
- Several land disposals occurring: Arvidson purchasing lot with Lease with Option to Purchase and CEC land purchase still has to be approved by ordinance.
- Science Center land transfer complete.
- Borough Feasibility Study completed. City Council wants to make a go or no-go decision on the 1/16.
- Staff is preparing, formatting, compiling entire 2019 budget document. 2019 budget and fee schedule approved by council.
- Sam and Leif will attend Alaska Planning Conference in January.
- Comprehensive plan – did radio interviews on the KLAM and KCHU with Shelly. Survey and interactive map are now closed; totals are 327 completed surveys, and 268 map comments. Next public meeting will be on Jan 30<sup>th</sup> during Iceworm week.
- Zero building permits issued in December.



## **AGENDA ITEM # 9b**

### **Planning Commission Meeting Date: 1/8/19**

#### **PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Planning Staff

**DATE:** 1/2/19

**ITEM:** Proposal for Lot 1, USS 4606 (Power Creek Lot)

**NEXT STEP:** Review Proposal and Provide Recommendation to City Council

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☐ INFORMATION  
☒ MOTION  
☐ RESOLUTION

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#### **I. REQUEST OR ISSUE:**

Requested Actions: Review proposal and give a recommendation to City Council  
Legal Description: Lot 1, USS 4606  
Property Address: Power Creek Road  
Area: 22,651 sq. ft.  
Zoning: Low Density Residential  
Attachments: Proposal Packet (The packet distributed to potential proposers)  
Proposal from Tania Harrison

The request for proposals for this property began November 21<sup>st</sup> and ended December 28<sup>th</sup> at 10 AM. The city received one proposal for the property. Attached is the full proposal packet and the proposal. The proposed purchase price is \$45,000.

In accordance with the Cordova Municipal Code, the Planning Commission will give a recommendation

to City Council on the proposal.

## II. RECOMMENDED ACTION / NEXT STEP:

“I move to recommend City Council approve the proposal from Tania Harrison for Lot 1, USS 4606.”

## III. FISCAL IMPACTS:

The city would get lease revenue from disposal.

## IV. BACKGROUND INFORMATION:

9/4/18 – Tania Harrison submitted a letter of interest for Lot 1, USS 4606.

9/11/18 – The Planning Commission recommended disposing the lot by requesting sealed proposals. From the approved minutes of the meeting:

M/Pegau S/Bolin to recommend to City Council to dispose of Lot 1, USS 4606 as outlined in Cordova Municipal Code 5.22.060 B by requesting sealed proposals to lease or purchase the property.

**Pegau** said the lot had come up before and by putting it out for proposals, they will get an idea of the level of interest. He knows that there is concern about access to the surrounding land, but he is convinced there are other ways of access. **Bolin** said that there seems to be controversy about access, but he thinks that where there is a will there is a way. If someone wants to invest in Cordova and build a home, it's a good idea. **Bird** said she was in favor of the motion and she would be open to including the access easement, but they could leave it to City Council to decide. **McGann** said he agreed with the motion. He verified with **Greenwood** that the cost for advertising is \$600, but the purchaser pays for that amount.

Upon voice vote, motion passed 4-0.

Yea: **McGann, Pegau, Bird, Bolin**

Absent: **Baenen, Roemhildt**

12/21/16 – City Council moved to request sealed proposals for the property. From the approved minutes:

M/Allison S/Jones to dispose of Lot 1, USS 4606 as outlined in Cordova Municipal Code 5.22.060 B by 4. Requesting sealed proposals to lease or purchase the property.

**Allison** said this has been discussed for a while and last we left it we would put it out if someone started the process with a letter of interest. He is in favor of advertising for proposals. **Jones** and **Burton** and others (**Meyer, Guard, Allison**) discussed the merits of an easement, as had come up in the past that this lot has been said to be the best means to access a large City owned lot behind it.

M/Wiese S/Meyer to amend the motion by requiring an access easement within the RFP.

**Jones** was not in favor, wants to grow the pie, increase our taxable value.

Vote on the motion to amend: 3 yeas (Burton, Wiese, Meyer), 3 nays (Jones, Allison, Guard), 1 absent (Schaefer). Motion fails.

Vote on the main motion: 5 yeas, 1 nay, 1 absent. Meyer-yes; Allison-yes; Wiese-yes; Schaefer-absent; Guard-yes; Burton-no; and Jones-yes. Motion was approved.

## Applicable Code:

Section 5.22.060 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY –  
Methods of disposal for fair market value.

*D. A request for proposals to lease or purchase city real property shall specify the criteria upon which proposals will be evaluated and the minimum rent or purchase price. All proposals submitted in response to a request for proposals shall be reviewed by the planning commission, which shall make a recommendation to the city council to accept or decline any or all of the proposals. The city council shall review the proposals and the planning commission's recommendation and accept or decline any of the proposals.*

Section 18.20.010 – ZONING – R LOW DENSITY RESIDENCE DISTRICT – Permitted uses.

*The following uses are permitted in the R low-density district:*

- A. One-family, two-family and three-family dwellings;*
- B. Boardinghouses;*
- C. Truck gardening, the raising of bush and tree crops, flower gardening, and the use of greenhouses;*
- D. Home occupations;*
- E. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;*
- F. Required off-street parking.*

A single-family home is a permitted use in the district.

**V. LEGAL ISSUES:**

N/A

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

N/A

**VII. SUMMARY AND ALTERNATIVES:**

The commission can recommend that City Council not dispose the property.



## Request for Proposals (RFP) for Lot 1, USS 4606

The City of Cordova is requesting proposals for Lot 1, USS 4606. The lot is 22,651 square feet and is zoned Low Density Residential. Proposals are due December 28<sup>th</sup>, 2018 at 10 AM.

### INFORMATION TO PROPOSERS

The fair market value for Lot 1, USS 4606 is **\$43,860.00** and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, the proposal amount shall be the amount paid.

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposer is not awarded the property, the city will reimburse the deposit to the proposer. The deposit from the proposer awarded the property will be credited to costs associated with the disposal, even if the disposal is not completed.

The proposer shall be responsible for all fees and costs the city incurred in the transaction, including without limitation costs of appraisal, title reports, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per CMC 5.22.100.

The attached **Lease with Option to Purchase** is a template for the agreement that will be negotiated with the proposer that is awarded the property. The total proposed price will be used to determine the lease rate.

Prior to executing the Lease with Option to Purchase, a title report will be ordered on the property, at the proposer's expense, and will be provided to the proposer. The city is aware of a section line easement on the property as shown in Attachment E. This area may not be developed unless the easement is vacated. The title report may show additional easements or other considerations, which the proposer is responsible for understanding.

The ownership of the lot southeast of Lot 1 that appears in the Power Creek Road right of way is unknown. A title report of this lot will also be ordered at the proposer's expense to determine the ownership of the lot. Proposer is responsible for obtaining legal access through this lot, if needed.

Proposers must comply with the provisions of the attached chapter of City Code for the **Low Density Residence District**. Proposer must comply with all other applicable zoning requirements, such as off-street parking.

Proposer will be required to connect to city water at their expense.

Power Creek Road is a State-owned road. Proposer must comply with all Alaska Department of Transportation requirements, including obtaining a driveway permit.

The city may issue addenda to this RFP. Addenda will be posted on the City Webpage with this RFP. **It is the responsibility of the proposer to ensure receipt of all addenda.**

The city will consider all proposals for the property subject to any applicable laws and regulations, including Chapter 5.22 of the Cordova Municipal Code (CMC).

The Planning Commission will review all submitted proposals. The Planning Commission will then make a recommendation to the City Council. The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposer deemed most advantageous to the City of Cordova.

For additional information or questions about the land disposal process, contact the City Planning Department at 424-6220, [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net), or stop by in person.

**ADDITIONAL REQUIRED INFORMATION**

Please include with your proposal information that addresses the following items and any additional information which you wish to provide.

1. Describe the proposed development in detail.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. Describe the benefit of the proposed development to the community.
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?

**ATTACHMENTS**

**Attachment A:** Criteria used when evaluating each submitted proposal.

**Attachment B:** Location maps showing the subject property with a scale.

**Attachment C:** The property parcel with measurements.

**Attachment D:** Cordova Municipal Code – R Low Density Residence District

**Attachment E:** Section Line Easement Drawing

**Attachment F:** Sample Lease with Option to Purchase Agreement

**SEALED PROPOSAL FORM**

**All proposals must be received by the Planning Department by December 28<sup>th</sup>, 2018 at 10 AM.**

Property: Lot 1, USS 4606

Name of Proposer: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_

**Proposed Price \$** \_\_\_\_\_

**SUBMITTAL OF PROPOSAL**

**Please mail proposals to:** City of Cordova  
Attn: Planning Department  
P.O. Box 1210  
Cordova, Alaska 99574

**Or email proposals to [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net).** The email subject line shall be “Proposal for Lot 1, USS 4606,” and the proposal shall be attached to the email as a PDF file.

**Or deliver your proposal to the front desk at City Hall.**

**Proposals received after December 28<sup>th</sup>, 2018 at 10 AM will not be considered.**

**Attachment A**

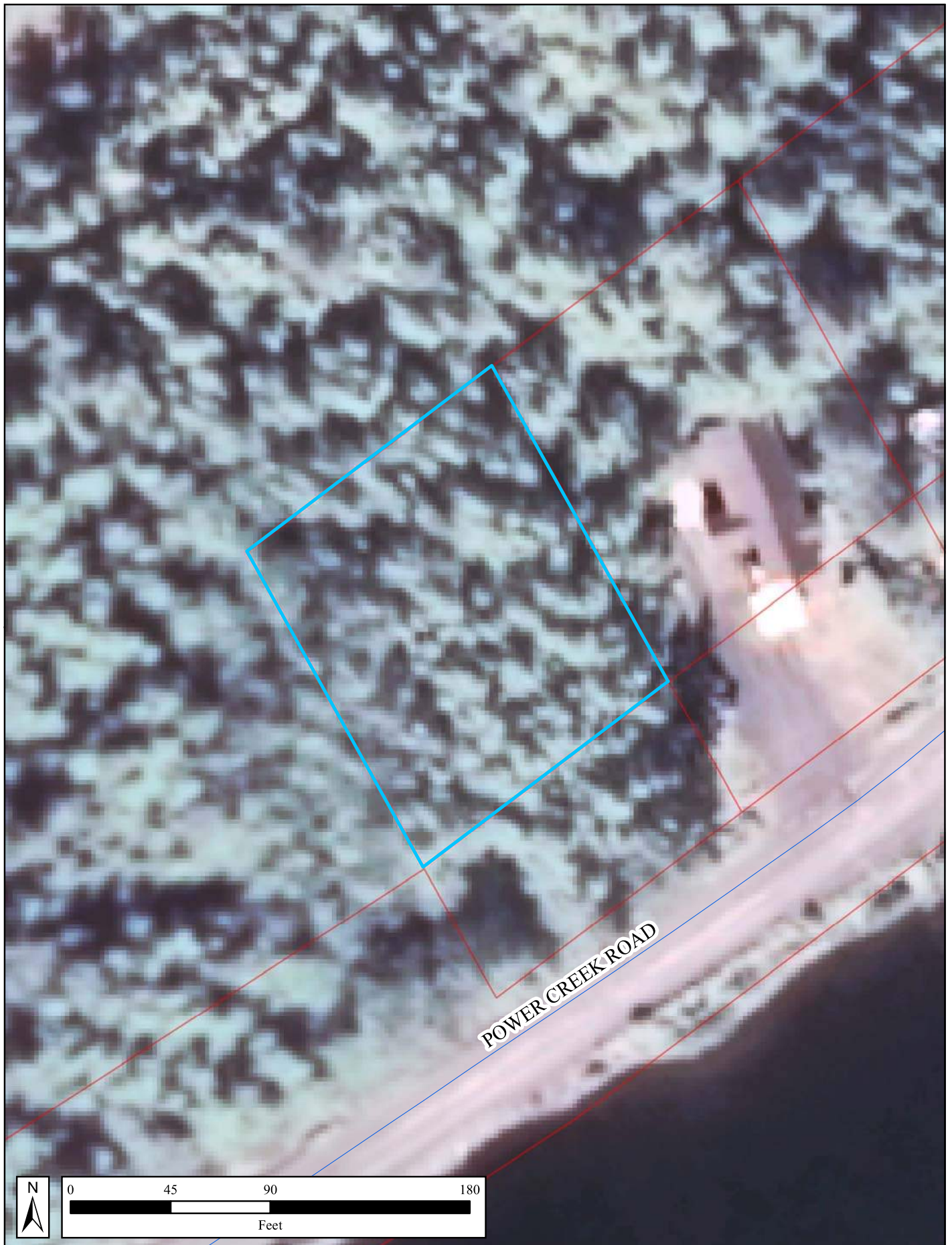
Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

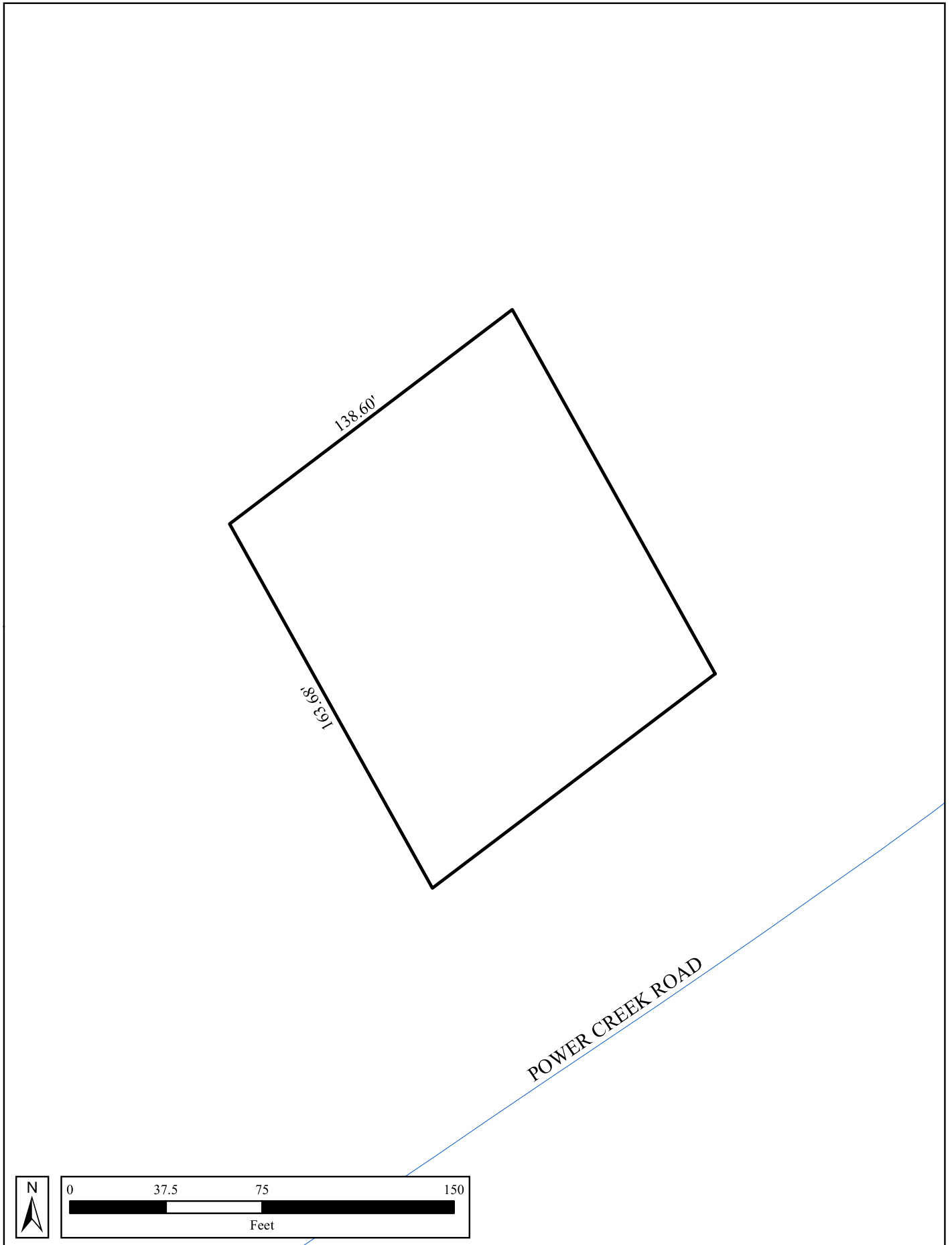
**Only criteria applicable to a residential zoning district will be used.**

Final Land Disposal Evaluation Criteria

<b>Criteria</b>	<b>Multiplier</b>	<b>Proposal Rank 1-10</b>	<b>Subtotal for Proposal</b>
Value of improvements	1.75		
Number of Employees	1		
Sales Tax Revenue	1		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1.25		
Proposal Price	1.5		
Consistency with Comprehensive Plan	1		
<b>Total</b>	<b>10</b>		







Attachment D

Chapter 18.20 - R LOW DENSITY RESIDENCE DISTRICT

Sections:

18.20.010 - Permitted uses.

The following uses are permitted in the R low-density district:

- A. One-family, two-family and three-family dwellings;
- B. Boardinghouses;
- C. Truck gardening, the raising of bush and tree crops, flower gardening, and the use of greenhouses;
- D. Home occupations;
- E. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;
- F. Required off-street parking.

(Prior code § 15.204.1(A)).

18.20.020 - Building height limit.

The maximum building height in the R low density district shall be two and one-half stories but shall not exceed thirty-five feet.

(Prior code § 15.204.1(B)).

18.20.030 - Lot area.

- A. The minimum lot area in the R low-density district shall be four thousand square feet and the minimum lot width shall be forty feet.
- B. The minimum lot area in the R low density district for dwellings shall be:
  - 1. For a one—family dwelling, four thousand square feet per dwelling unit.
  - 2. For a two-family and three-family dwelling, two thousand square feet per dwelling unit.

(Prior code § 15.204.1(C)).

18.20.040 - Front yard.

There shall be a front yard in the R low density district of not less than ten feet from curb line.

(Prior code § 15.204.1(D)).

18.20.050 - Rear yard.

There shall be a rear yard in the R low density district of not less than twenty-five percent of the depth of the lot, but such yard need not exceed fifteen feet.

**Attachment D**

(Prior code § 15.204.1(F)).

18.20.060 - Side yard.

- A. There shall be a side yard in the R low density district of not less than five feet. The minimum side yard on the street side of a corner lot shall be ten feet.
- B. The following additional requirements shall apply to two-family and three-family dwellings in the R low density district:

In case the building is so located on the lot that the rear thereof abuts one side yard and front abuts the other, the side yard along the rear of the building shall have a minimum width of twelve feet and the side yard along the front of the building shall have a minimum width of eighteen feet.

(Prior code § 15.201.1(L)).



Attachment F

Terms Highlighted in Yellow will be negotiated after award and other sections may be considered in the negotiation process.

**CITY OF CORDOVA**  
**Cordova, Alaska**

**LEASE WITH OPTION TO PURCHASE**

This LEASE WITH OPTION TO PURCHASE ("Lease") is made by and between the CITY OF CORDOVA, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and XXXXXXXX., an Alaska corporation ("Lessee").

**RECITALS**

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska generally described as XXXXXX, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises");

WHEREAS, Lessee desires to lease the Property from the City (the "Premises") from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth herein;

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

**1. LEASE OF PREMISES**

Subject to the terms and conditions set forth herein, the City leases to Lessee, and Lessee leases from the City, the Premises, as described above and illustrated in Exhibit A, attached and incorporated into this Lease.

**2. LEASE TERM**

The Lease Term will be (XX) years, commencing on \_\_\_\_\_, 20XX, (the "Commencement Date") and terminating at 11:59 p.m. on \_\_\_\_\_, 20XX, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

**3. RENT**

A. Base Rent. The annual rent for the first ten years of the Lease Term will be XXXX Hundred Dollars and nine cents (\$XXXX) or XXX Dollars (\$XXX) in twelve monthly installments ("Base Rent"). Base Rent is due on the first day of each calendar month during the Lease Term. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 22.E of this Lease, or at any other place the City directs in

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writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and will pay, before delinquency and without reimbursement, all costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including, without limitation, those costs, expenses, and obligations identified in Section 8 and all other sums, costs, expenses, taxes, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (collectively the "Additional Charges").

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

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

D. Adjustment of Base Rent. Beginning on the tenth anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year, except the first Base Rent adjustment, which will occur on the tenth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from 2015 to the then-current year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.

#### 4. **USES AND CONDITION OF PREMISES**

A. Authorized Uses. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect the Premises. The City shall not be liable in any

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

B. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 10.B of this Lease) to be brought upon, kept, or used in, on, or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on, or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

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

**5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION**

A. Development Plan. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached site development plan by Lessee will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. The Lease does not confer any approval from the Cordova Planning Commission regarding the site development plan or substitute for any approval process required in Cordova Municipal Code. Rather it is Lessee's responsibility to ensure the site development plan complies with all city code requirements and procedures.

B. Substantial Completion. Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by \_\_\_\_\_, 20XX, which is ten (10) years after the Lease's Commencement Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), whose footprint is outlined in the site development plan, including its structure,

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façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Lessee has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Lessee fails to substantially complete the construction of the project set forth in the site development plan by \_\_\_\_\_, 20XX, Lessee will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 13.

**6. REPRESENTATIONS AND WARRANTIES**

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

**7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION**

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

**8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES, & ASSESSMENTS**

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (i) maintaining and repairing the Premises and shall not commit or allow any waste upon the Premises; (ii) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (iii) all utilities and services needed for Lessee's use of the Premises; (iv) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments when due, including, but not limited to, all utility bills and special assessments levied and unpaid as of the Commencement Date or hereafter levied for public improvements; (v) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (vi) all real property taxes, personal property taxes, and sales taxes related to the Premises or Lessee's use or occupancy thereof; and (vii) any taxes on the leasehold interest created under this Lease.

**9. LIENS**

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

**10. INDEMNIFICATION**

A. General Indemnification. Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and

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

B. Environmental Indemnification. The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Premises by Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

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

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the Premises by Lessee or its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives.

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

## 11. INSURANCE

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

A. Commercial General Liability. Commercial general liability insurance in respect of the Premises and the conduct of Lessee's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;

B. Property Insurance. Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such commercially reasonable terms and consistent with the customary commercial coverages in the city of Cordova;

C. Personal Property Insurance. Personal property insurance covering Lessee's trade fixtures, furnishings, equipment, and other items of personal property, as soon as such items are located on the Premises; and

D. Workers' Compensation Insurance. Workers' compensation insurance and other insurance as required by law.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Before commencement of the Lease Term, Lessee shall provide the City with proof of the insurance required by this Section 11, except where noted above.

## 12. OWNERSHIP AND REMOVAL OF THE FACILITIES

Unless Lessee exercises its Option (defined in Section 21) (in which case all improvements made by Lessee shall continue to be owned by Lessee), the facilities on the Premises are and shall remain the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the

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option of the City, title to and ownership of the facilities shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its option, and without cost or charge to the City. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

But upon expiration or earlier termination of this Lease, Lessee shall remove from the Premises, at Lessee's sole expense, all of the facilities or the portion thereof that the City designates must be removed. In such event, Lessee shall repair any damage to the Premises caused by the removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All facilities which are not promptly removed by Lessee pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses.

Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the Lease Term will remain Lessee's property and upon expiration or earlier termination of this Lease, Lessee must remove these items and all contaminated soil and other material from the Premises, at Lessee's sole expense.

### 13. DEFAULT AND REMEDIES

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

i. The failure to make payment when due of any Base Rent, Additional Charges, or of any other sum herein specified to be paid by the Lessee if such failure is not cured within ten (10) days after written notice has been given to Lessee;

ii. The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including, but not limited to, any real property, personal property, or sales tax if such failure is not cured within thirty (30) days after written notice has been given to Lessee;

iii. Lessee's failure to substantially complete the site development plan, as required by Section 5;

iv. An assignment for the benefit of Lessee's creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed,

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vacated, or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing, or other initial event;

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

vi. The abandonment or vacation of the Premises continues for a period of three (3) months of any consecutive four (4) month period during the Lease Term; notwithstanding the foregoing, leaving the Premises vacant pending development of improvements shall not be deemed abandonment;

vii. Execution, levy, or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

viii. The breach or violation of any statutes, laws, regulations, rules, or ordinances of any kind applicable to Lessee's use or occupancy of the Premises if such breach or violation continues for a period of thirty (30) days or longer; or

ix. The failure to observe or perform any covenant, promise, agreement, obligation, or condition set forth in this Lease, other than the payment of rent, if such failure is not cured within thirty (30) days after written notice has been given to Lessee, or if the default is of a nature that it cannot be cured within thirty (30) days, then a cure is commenced within thirty (30) days and diligently prosecuted until completion, weather and *force majeure* permitting. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly elects so in the notice.

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

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

ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's expense, all without service of notice or resort to legal process, which Lessee waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Lessee's default. If Lessee does not immediately

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surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises with process of law and without a breach of the peace and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

iii. Declare this Lease terminated;

iv. Recover, whether this Lease is terminated or not, reasonable attorneys' fees and all other expenses incurred by the City by reason of the default or breach by Lessee, less any rents received in mitigation of Tenant's default (but City is not under any duty to relet Premises);

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

vi. Recover the costs of performing any duty of Lessee in this Lease; or

vii. Collect any and all rents due or to become due from subtenants or other occupants of the Premises

#### **14. SUBSIDENCE**

The City shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Premises or for any injury caused thereby to Lessee's, any sub-lessee's, or any other person's property. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of a washout, subsidence, avulsion, settling, or reliction.

#### **15. VACATION BY LESSEE**

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

#### **16. RESERVATION OF RIGHTS**

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensating Lessee or any other party, including the right of ingress and egress to and from the Premises for the construction,

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operation, and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises, and provided further that the City's designation will not unreasonably interfere with Lessee's improvements or use of the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

**17. SIGNS**

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

**18. HOLDING OVER**

If Lessee, with the City's written consent, remains in possession of the Premises after the expiration or termination of the Lease for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same Base Rent applicable immediately prior to such expiration or termination, subject to adjustment in accordance with Cordova Municipal Code 5.22.090.C, or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease, except those pertaining to term, rent, and purchase option, shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

**19. EMINENT DOMAIN**

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

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

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

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

**20. COSTS**

Lessee shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the negotiation, drafting, preparation, operation, and enforcement of this Lease, including, without limitation, attorneys' fees and costs incurred by the City. All outstanding fees and costs shall be paid in full no later than the time of the City's execution of this Lease.

**21. BUYER'S OPTION TO PURCHASE**

A. Option. The City hereby grants to Lessee an option (the "Option") to purchase the Premises upon the terms and conditions stated in this Lease.

B. Option Period. The Option will commence upon the Commencement Date of this Lease and terminate the date the Lease terminates (the "Option Period"). If Lessee fails to exercise the Option during the Option Period, neither party shall have any further rights or claims against the other party by reason of the Option.

C. Exercise of Option. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 22.E, at least sixty (60) days prior to the date Lessee intends to exercise the Option.

D. Conditions to Exercise Option. Lessee can only exercise the Option if all of the following conditions are satisfied: (i) no default exists or is continuing under this Lease and (ii) a the building as described in the site development plan attached as Exhibit B is substantially completed as defined in section 5 B

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$XXXXX ("Purchase Price") until the tenth anniversary of the Commencement Date. If Lessee exercises its Option to purchase the Premises after the tenth anniversary of the Commencement Date, the Purchase Price will be adjusted to the current fair market value, as reasonably determined by the City, excluding all improvements completed by Lessee under this Lease. In the event that Lessee exercises the Option on or before \_\_\_\_\_, 7 years 20XX, payment due at Closing to the City ("Closing Payment") will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the City under this Lease. In the event that Lessee exercises the Option after \_\_\_\_\_, 7 years 20XX, the Closing Payment will equal the Purchase Price, and the Closing Payment will not be reduced by any Base Rent payments paid by Lessee to the City under this Lease.

F. Closing Date. The Closing must occur on a date (the "Closing Date") mutually agreed upon by the parties, but must be within sixty (60) days after the exercise of the Option.

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G. Closing. At Closing, the City shall deliver a quitclaim deed, subject to matters of record, including those matters that have arisen out of Lessee's use and occupancy of the Premises, in recordable form, transferring marketable title (subject to Lessee's reasonable approval) and Lessee shall execute and deliver to the City the Closing Payment in full, in immediately available funds. This Lease will terminate upon the Closing of Lessee's purchase of the Premises. All costs and fees (including attorneys' fees) associated with the negotiation, drafting, preparation, and enforcement of a purchase and sale agreement and related documents, the closing of the transaction, and the termination of the leasehold interest in the Premises, including, but not limited to, environmental assessments, appraisal fees, escrow fees, recording fees, and title insurance, will be paid by Lessee.

H. Cooperation for Consummating the Option. If Lessee exercises the Option, the City and Lessee each covenant and agree to sign, execute, and deliver, or cause to be signed, executed, and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, confirmatory, or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the Option.

I. City's Right of First Refusal. In the event Lessee exercises its Option and subsequently determines to sell or otherwise dispose of the Premises, the City shall have a continuous and exclusive right of first refusal to purchase the Premises. The parties must either include notice of the City's right of first refusal in the deed transferring the Premises to the Lessee, or execute a separate document acceptable to the City and in a recordable form ensuring the City's right of first refusal hereunder. The document must be recorded contemporaneously with the recording of the deed. The City's right of first refusal to purchase the Premises contains the following terms and conditions:

i. Lessee may accept an offer for the sale or other disposition of the Premises only if it is made subject to the City's right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the "Purchase Offer"), Lessee will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section 22.E. The City will then have sixty (60) days to either agree to purchase the Premises on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal. The City shall give written notice of its decision to exercise or decline to exercise its right of first refusal to Lessee at the address set forth in Section 22.E no later than sixty (60) days after being presented with a copy of the Purchase Offer.

ii. If the City declines to exercise its right of first refusal, Lessee may then sell or otherwise dispose of the Premises to the third party on the same terms and conditions set forth in the Purchase Offer. If the sale or other disposition is completed on the same terms and conditions set forth in the Purchase Offer, then any interest of the City in and to the Premises shall cease and be of no further force and effect and the City shall provide in recordable form a release of its right of first refusal at the closing of the sale to the third party. If the sale or other disposition is not completed on the terms and

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conditions in the Purchase Offer, then the City will continue to have its exclusive right of first refusal under the procedures outlined above in this Section, before Lessee may convey or transfer its interest in the Premises to a third party.

**22. MISCELLANEOUS**

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

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

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

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

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

TO CITY:

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

TO LESSEE:

XXXXX  
P.O. Box XXXX  
Cordova, Alaska 99574

or to such other address as either party hereto may from time to time designate in advance in writing to the other party. Notices sent by mail shall be deemed to have been given when properly mailed. The postmark affixed by the U.S. Post Office shall be conclusive evidence of the date of mailing. If hand-delivered, notice shall be deemed to have been made at the time of delivery.

Attachment F

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

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

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

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

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

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

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

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

N. Exhibits. Exhibits A and B to this Lease are specifically incorporated into the Lease.

Attachment F

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

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

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

R. Attorneys' Fees. In the event that any suit or action is brought to enforce this Lease or any term or provision hereof, the parties agree that the prevailing party shall recover all attorneys' fees, costs, and expenses incurred in connection with such suit or action to the maximum extent allowed by law.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the Commencement Date.

**CITY:**

**CITY OF CORDOVA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSEE:**

**XXXX**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A  
Legal Description**

**Exhibit B  
Development Plan**

**SEALED PROPOSAL FORM**

**All proposals must be received by the Planning Department by December 28<sup>th</sup>, 2018 at 10 AM.**

Property: Lot 1, USS 4606

Name of Proposer: TANIA HARRISON

Name of Organization: \_\_\_\_\_

Address: PO BOX 931

Phone #: 907 - 205 - 7802

CORDOVA AK 99574

Email: taniaharrison90@gmail.com

Proposed Price \$ 45,000

**SUBMITTAL OF PROPOSAL**

**Please mail proposals to:** City of Cordova  
Attn: Planning Department  
P.O. Box 1210  
Cordova, Alaska 99574

**Or email proposals to [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net).** The email subject line shall be "Proposal for Lot 1, USS 4606," and the proposal shall be attached to the email as a PDF file.

**Or deliver your proposal to the front desk at City Hall.**

**Proposals received after December 28<sup>th</sup>, 2018 at 10 AM will not be considered.**

Tania Harrison  
Proposal for Lot 1 USS 4606

**1. Describe the proposed development in detail**

The development on Lot 1 will be a residential home. A gravel driveway extending from the road through Lot 6 will curve left to parallel the front of Lot 1. A post-beam frame house will be built on the level part of the lot. The home will be 28' x 34' with a 7' x 23' deck on the front and a 5' x 11' mudroom on the left side. The house will have red metal siding with white trim and a neutral-green metal roof.

The front room of the house will feature an open living-dining room with a sliding glass door and large windows. A U-shaped kitchen will be situated aft of the dining area. A hallway running aft will separate the full bath and laundry on the right and bedroom on the left. A staircase will lead up to the loft. Ceiling heights on the first floor will be 8' except in the living room where the ceiling shall be open to the roofline. The 18'x20' loft will contain a small ¼ bath, master bedroom, and storage closet.

The home will be heated with under floor heat on the first floor, supplemented by a wood-stove. The oil furnace for the under floor heat will also heat the domestic hot water. The house will be connected to city water and a septic will be dug on the property near the right corner of the driveway.

**2. What is the proposed square footage of the development**

The footprint of the house will be 28' x 34' with a 5' x 11' mudroom and an 18' x 20' loft for a total of 1367 sq. ft.

**3. Provide a sketch, to scale, of the proposed development in relationship to the lot.**

See attachments.

**4. Describe the benefit of the proposed development to the community**

The lot will be a private residence for my future family and me. In addition to property tax revenue, the city will benefit from the employment of local contractors and day laborers during construction. I am an active member of the Cordova Volunteer Fire Department and an enthusiastic volunteer at many other organizations and events in town. Having a home in Cordova will enable me to continue to serve my community year-round.

**5. What is the value of the proposed improvements**

Driveway \$12,000  
Septic \$15,000  
Water Hook-up \$10,000

Tania Harrison  
Proposal for Lot 1 USS 4606

Electricity Hook-up \$10,000  
House \$140,000  
Total: 187,000

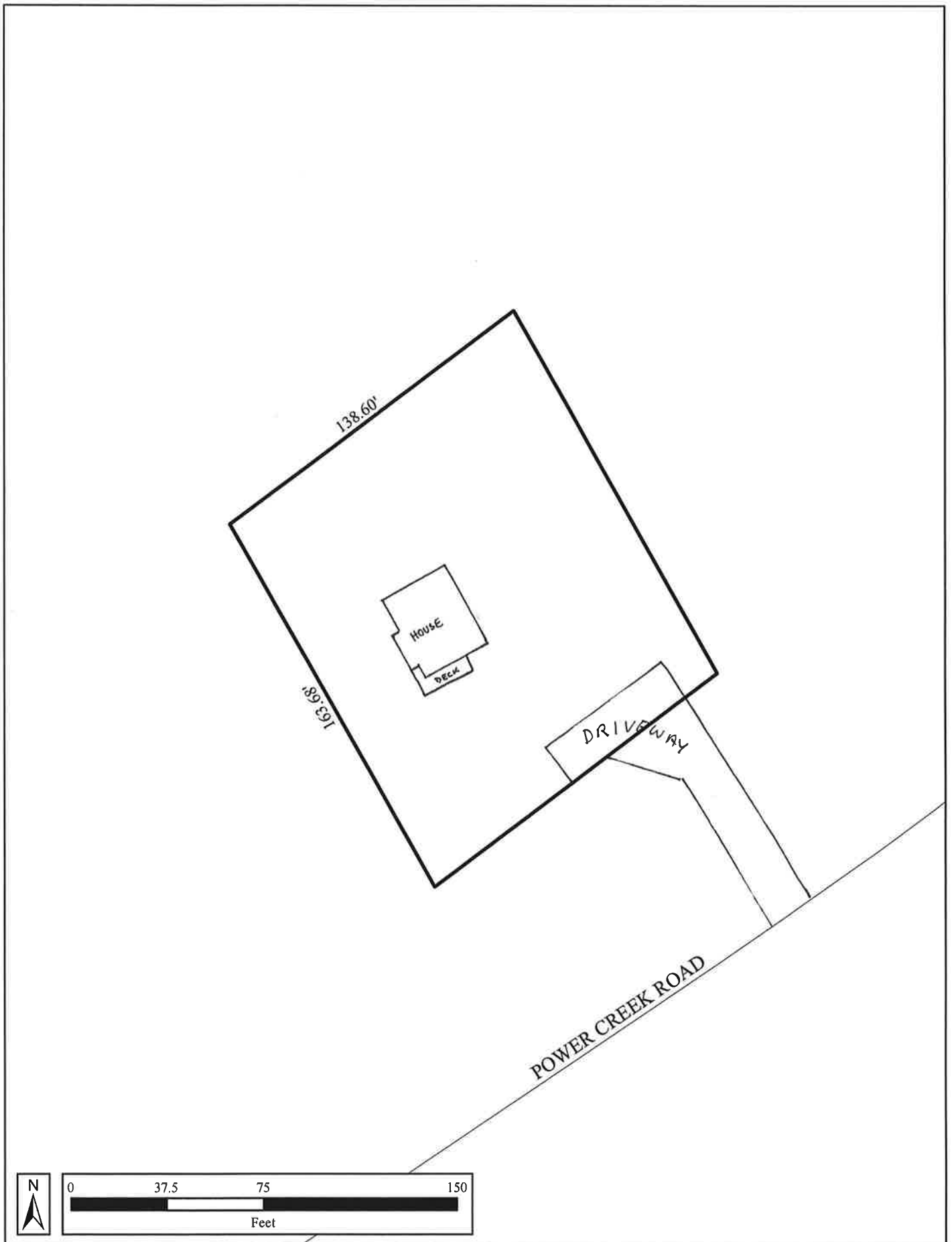
Quotes were obtained verbally on the lot-site from Wilson Construction per my request. CEC would not provide me with a quote to hook up electricity but they said it could cost anywhere from \$0-\$10,000. The quote for house construction is an estimate of the cost to build the house myself.

**6. What is your proposed timeline for development**

Year 1: Driveway, septic, clearing land for construction  
Year 2: Foundation  
Year 3: Framing & Roofing  
Year 4: Plumbing/Electrical  
Year 5: Finish-work & Appliances

In the years following construction of the house there will be additions of a small wood shed and a carport for the driveway.

Attachment C

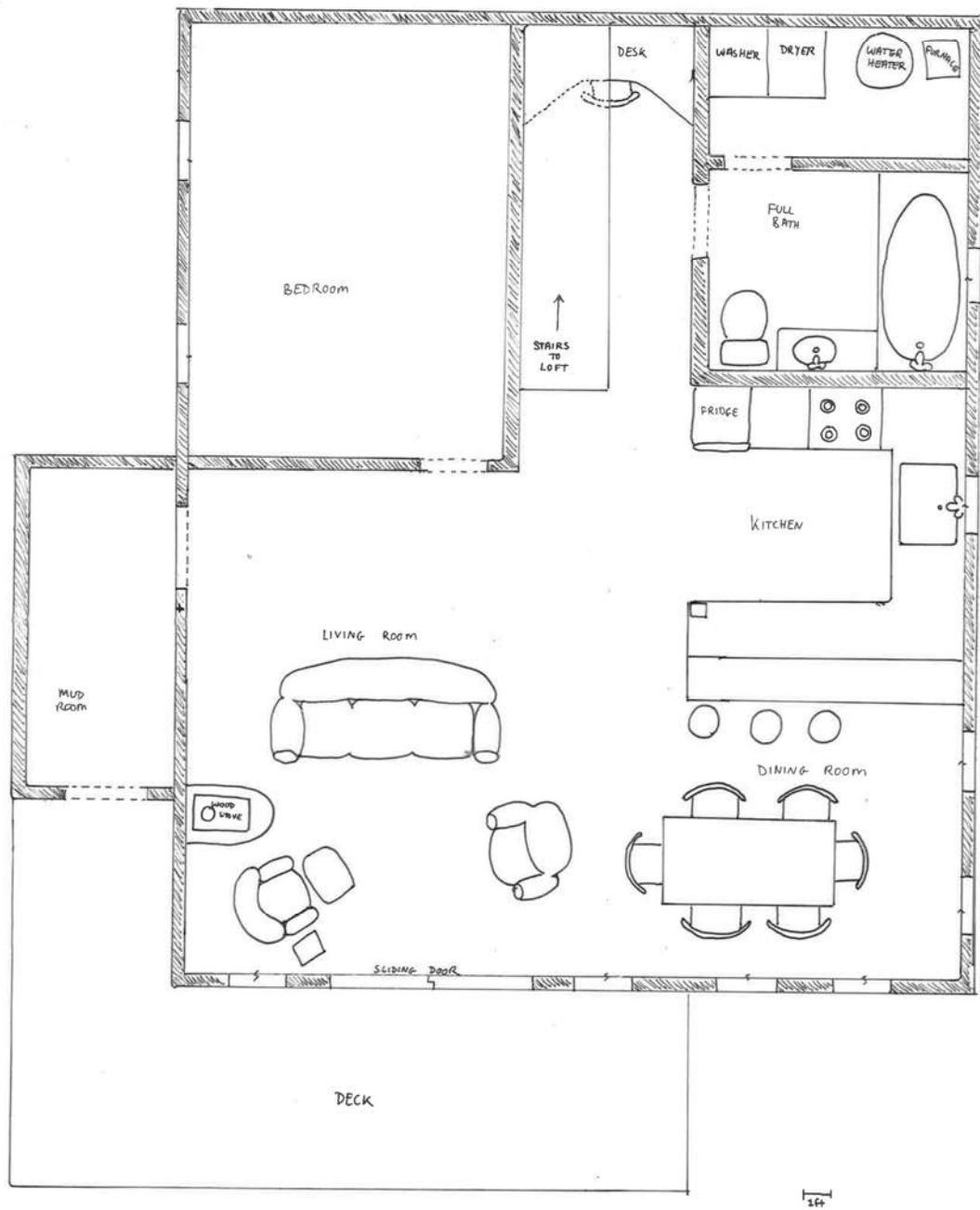




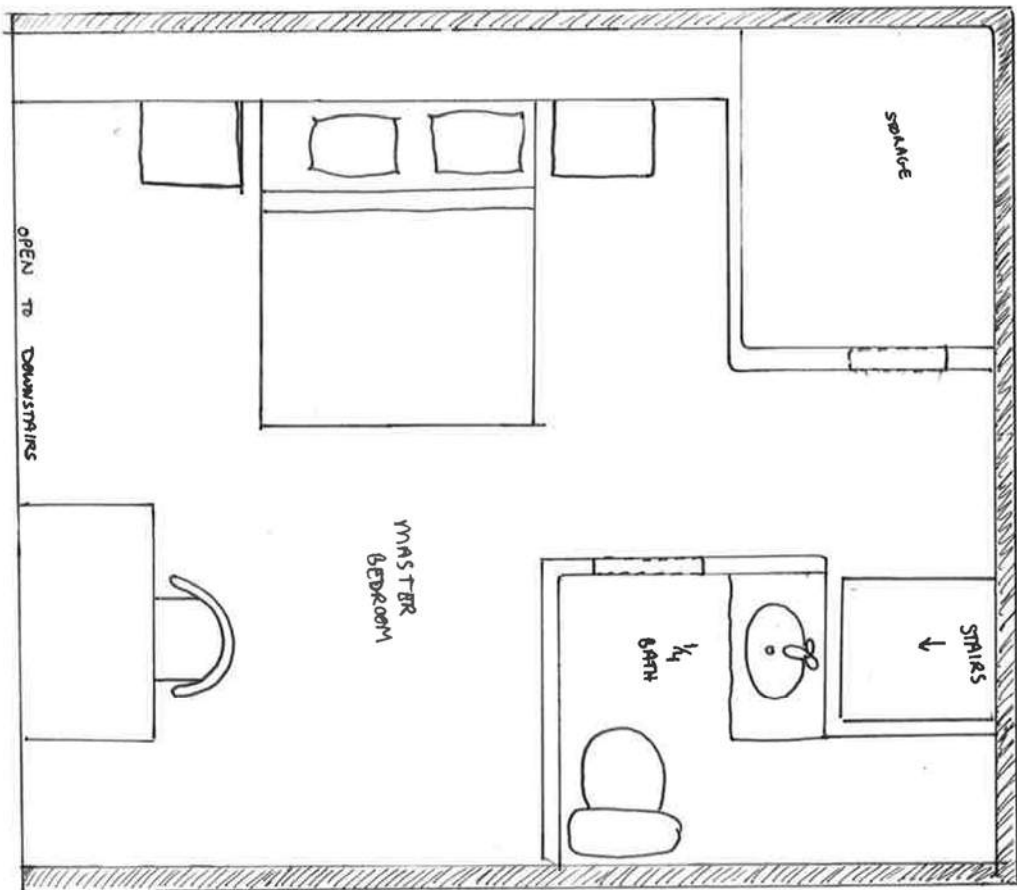
TANIA HARRISON  
LOT 1 VSS 4606 PROPOSAL  
FRONT ELEVATION PLAN



TANIA HARRISON  
LOT 1 USS 4606 PROPOSAL  
FLOOR PLAN



TRINIA HARRISON  
LOT 1 USS 4606 PROPOSAL  
LOFT PLAN





**AGENDA ITEM # 9b**  
**Planning Commission Meeting Date: 1/8/19**

**PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Planning Staff  
**DATE:** 1/2/19  
**ITEM:** Resolution 19-01 - 2019 Land Disposal Maps  
**NEXT STEP:** Approve Resolution

---

☐ INFORMATION  
☐ MOTION  
☒ RESOLUTION

---

**I. REQUEST OR ISSUE:**

The Land Disposal Maps are updated annually. At this time, the Planning Commission should review the 2019 Land Disposal Maps in order to make a recommendation to City Council to adopt the maps.

**II. RECOMMENDED ACTION / NEXT STEP:**

“I move to approve Resolution 19-01”

Once the motion to approve the resolution is on the table, the commission should discuss the maps and make changes as they see fit. For clarity, please discuss each action separately.

If an action clearly has unanimous consent, no motion to amend is necessary.

If there are differing opinions concerning any amendments, then a motion to amend the maps should be made and voted on by voice vote.

### **III. FISCAL IMPACTS:**

Land disposals can be a revenue source for the city.

### **IV. BACKGROUND INFORMATION:**

The descriptions of the map designations and the update policy are on the cover page of the 2019 Land Disposal Maps document, attached.

These maps are meant to be a simple resource for the public. In the past, there have been conversations about adding more detail to the maps, but ultimately, staff, the Planning Commission, and City Council have kept the maps as easy to understand as possible and have been cautious about making the maps too confusing. After several years of inquiries from the public about the maps, staff have decided to make two major changes that do add more detail: creating the new designation called ‘Subdivision’ and delineating the Avalanche Zone.

The new designation called ‘Subdivision’ was created in order to differentiate the large, complex parcels on the maps from parcels already subdivided. The designation is defined as follows:

**Subdivision** – These parcels are considered ‘Available.’ These are large parcels of land which would most likely be developed as a subdivision. The disposal process for these parcels is complex and could take a significant amount of time. Many require some or all of the following: city acquiring title to the land from the state, an extensive amount of surveying, or subdivision development agreements. Many of these parcels include city improvements that would not be disposed, such as access roads, water infrastructure, trails, cemeteries, etc.

The Avalanche Red Zone is now delineated and several requirements of the zone are noted. Noting the major requirements on the maps will alleviate questions from the public, and clarify to concerned citizens that these lots are not going to be built upon again.

The attached letter from Jason Pallas is a request to change a parcel of land designated ‘Not Available’ to ‘Available’ in the 2019 Land Disposal Maps. The land being requested is currently zoned in the Public Lands and Institutions District. If it is made ‘Available’ and a letter of interest is received, staff will investigate more thoroughly where city infrastructure is on the property and what interests the city may have in retaining it.

The 2018 Land Disposal Maps are available on the city’s webpage (under Land Use and Development E-Forms): <http://www.cityofcordova.net/document-central>

### **General Changes to the 2019 Land Disposal Maps:**

- Parcel layer has been updated with all new subdivisions.
- Parcel lines more accurate, fixed errors in parcel lines, etc.
- Several of the large parcels which were ‘Available’ have been changed to ‘Subdivision.’

### **Specific Updates by Map Page:**

- Ocean Dock Subdivision
  - The lease at the shipyard with Alpine Diesel has been terminated. As per policy, the designation of the lot is 'Available.' The commission may want to consider changing the designation back to 'Not Available.'
- Old Town
  - COHO lots are shown as 'Available.'
- Odiak Slough
  - The two lots north of Chase Avenue have been changed to 'Not Available.' The neighboring property owners are still negotiating for the property from the city.
- Five Mile Loop
  - Avalanche zone is depicted and several zone requirements are noted.

**V. LEGAL ISSUES:**

Legal issues should be considered on a property by property basis.

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

Conflicts or environmental issues should be considered on a property by property basis.

**VII. SUMMARY AND ALTERNATIVES:**

N/A

## LETTER OF INTEREST / REQUEST FOR REZONING OF CITY LOT

The following is a request to the planning commission for the rezoning of city owned lot U.S.S.900 to be changed from unavailable to available.

I Jason Pallas am requesting the city to rezone lot U.S.S.900 to available. I am including a letter of interest with this request for the following reasons.

1. land is not zoned for available purchase
- 2.I am interested in purchasing a portion of this property.
3. The property would not only have to be re zoned ,but also surveyed to establish property lines as well as proper acreage for a proposal of purchase to be made.
- 4.the property has a natural barrier through out property for planning commission / city to be able to make a decision on whether or not this property can be re zoned and put up for sale .

If a portion of lot 900 can be changed to available , I would at that time like to work with the city for the purchase of this property at fair market value. My intention for this purchase is to square off my connecting property line ,as well as the development of the main portion of this property. This development would benefit the city in many ways.

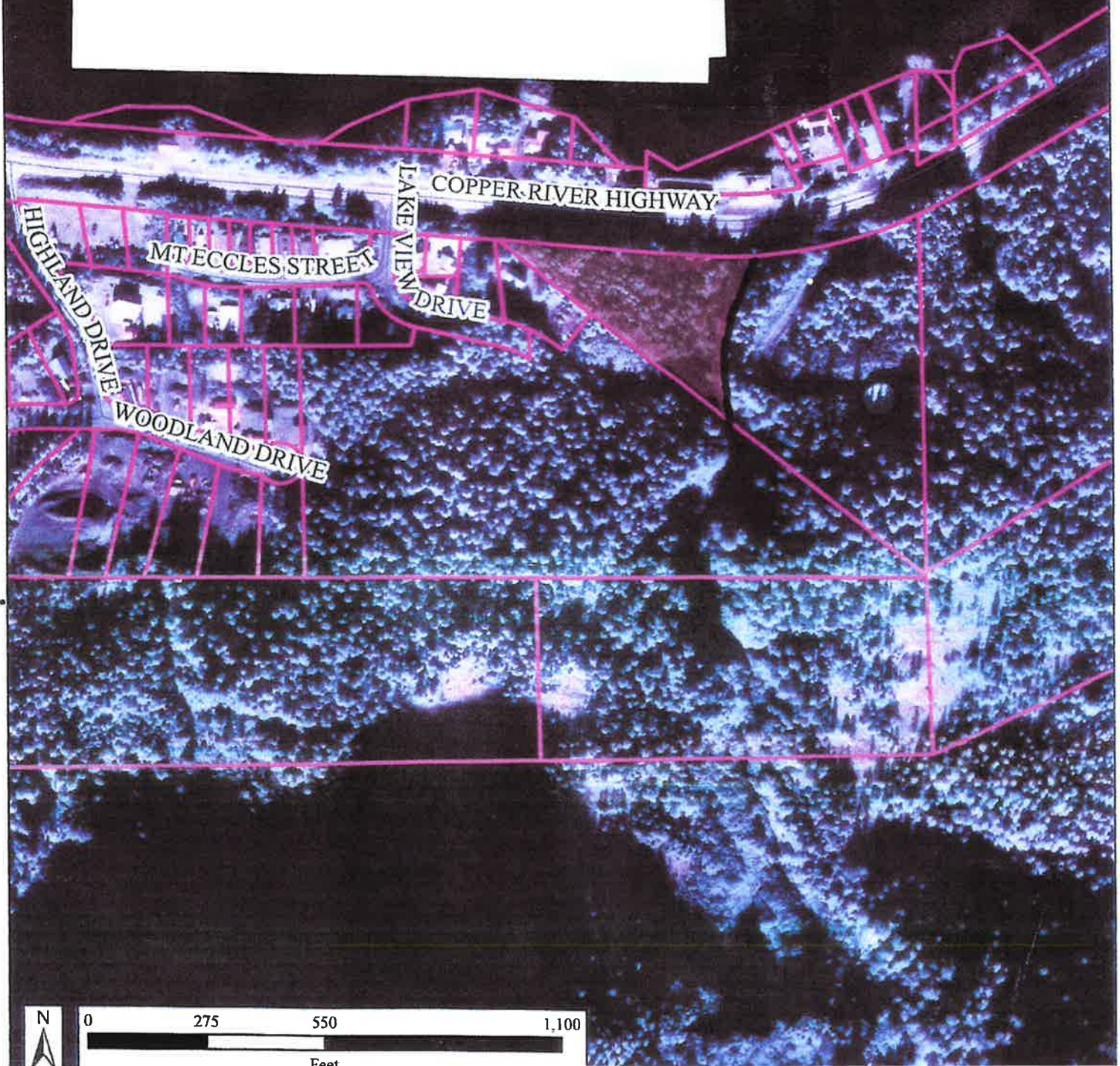
Included is a picture of lot 900 with the portion of interest which follows a natural barrier which separates this portion of property from the water treatment /water tank,and access road to tank ..If the planning commission /city decides to make this portion of lot 900 available ,at that time I will submit a detailed plan for development /purchase.

Jason Pallas  
box 2251  
Cordova Ak. 99574

cell 907 253 7158  
home 907 424b7159

j\_pallas32@yahoo.com

SHADED IN AREA  
Follows NATURAL RAVINE



**CITY OF CORDOVA, ALASKA  
PLANNING COMMISSION  
RESOLUTION 19-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,  
ALASKA RECOMMENDING THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA  
ADOPT THE 2019 LAND DISPOSAL MAPS**

**WHEREAS**, the City of Cordova's City Manager and City Planner are directed by Cordova Municipal Code Section 5.22.040(B) – The city manager shall refer a letter of interest from a qualified interested party to the city planner. If the city planner finds that the real property is available for lease or purchase, the city planner shall schedule the letter of interest for review by the planning commission; and City of Cordova's Planning Commission is directed by Cordova Municipal Code Section 5.22.040(C) – The planning commission shall review the letter of interest and recommend to the city council whether to offer the real property interest for disposal by one of the methods as described in Section 5.22.060(B); and

**WHEREAS**, the Planning Commission has determined that updating the initial Land Disposal Maps from the 2006 Land Disposal Committee and annually reviewing and recommending the maps for City Council's approval will enable the City Manager and City Planner to efficiently determine if land is available for purchase, lease, or lease to purchase; and

**WHEREAS**, the Planning Commission has identified these Land Disposal Maps as the most current and updated version to be used in the land disposal process; and

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

**NOW, THEREFORE BE IT RESOLVED THAT** the Planning Commission of the City of Cordova, Alaska hereby recommend the City Council of the City of Cordova, Alaska adopt the 2019 Land Disposal Maps.

**PASSED AND APPROVED THIS 8<sup>TH</sup> DAY OF JANUARY, 2019**

\_\_\_\_\_  
Tom McGann, Chair

ATTEST:

\_\_\_\_\_  
Leif Stavig, Interim City Planner

# 2019 Land Disposal Maps

Adopted by City Council: xx/xx/19

## Map Designations

**Available** – Available to purchase, lease, or lease with an option to purchase. Any of these lots may have conditions or special criteria that must be met.

**Not Available** – These parcels include substandard lots, snow dumps, property with improvements/buildings on them, or other lots used or occupied by the city. The city manager will accept letters of interest from an interested party who requests the property designation be changed to ‘Available,’ however the existing city use of the property will be examined and carefully weighed against the letter of interest.

**Subdivision** – These parcels are considered ‘Available.’ These are large parcels of land which would most likely be developed as a subdivision. The disposal process for these parcels is complex and could take a significant amount of time. Many require some or all of the following: city acquiring title to the land from the state, an extensive amount of surveying, or subdivision development agreements. Many of these parcels include city improvements that would not be disposed, such as access roads, water infrastructure, trails, cemeteries, etc.

**Tidelands** – All requests to purchase tidelands will be reviewed by the Planning Commission as they are received. The Planning Commission will make a recommendation on disposing of the tidelands to City Council.

**Leased** – These are parcels currently leased to a business or government entity by the city and are not available during the lease term. There are leases that are short term and renew every two years and others are long term leases with substantial improvements on the property. At the end of the lease term the property becomes available for disposal.

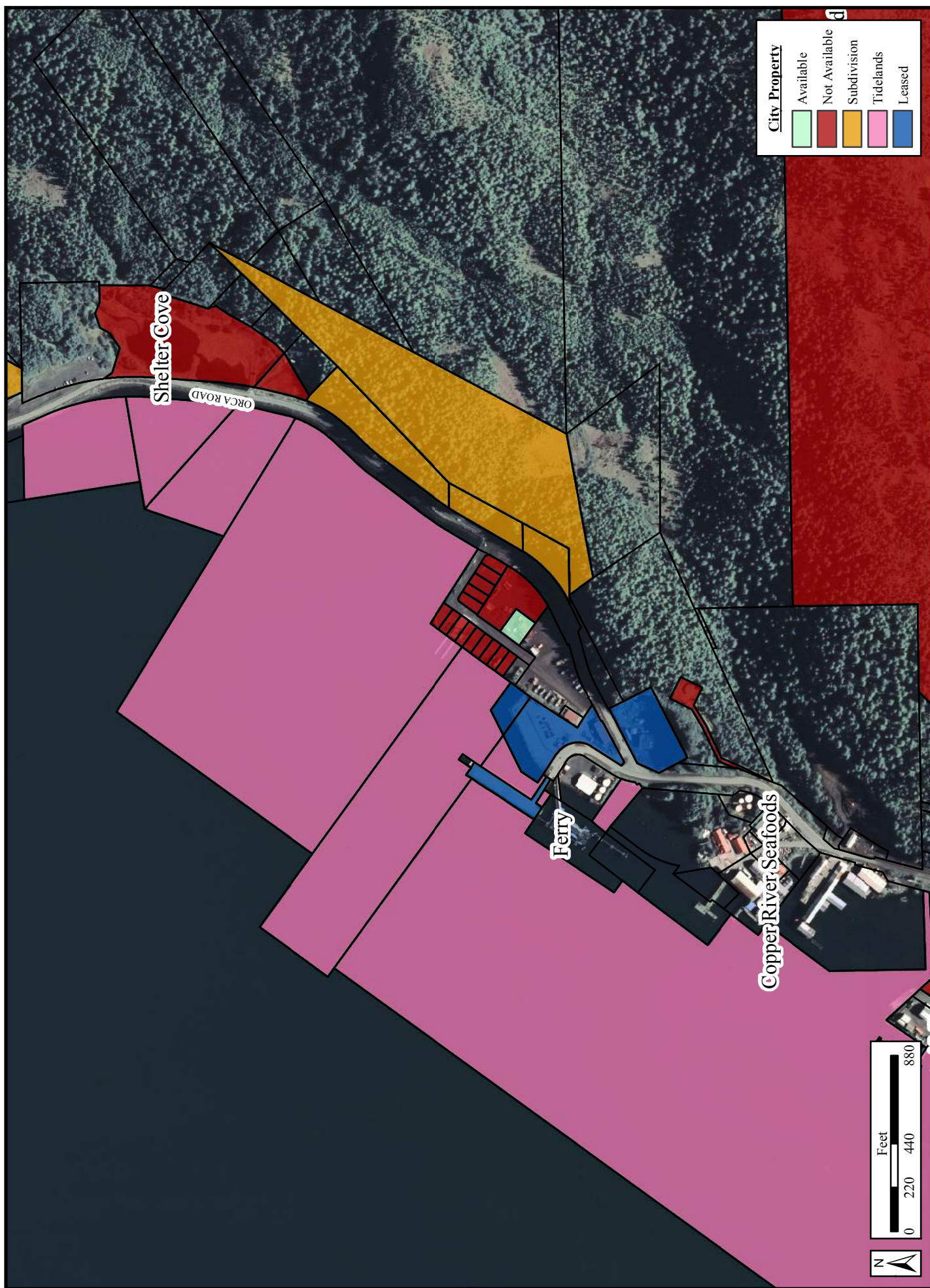
## Update Policy

Maps will be updated on an annual basis by the Planning Department staff, reviewed by the Planning Commission, and adopted by City Council. This update process begins each year with updated maps being presented to the Planning Commission in January.

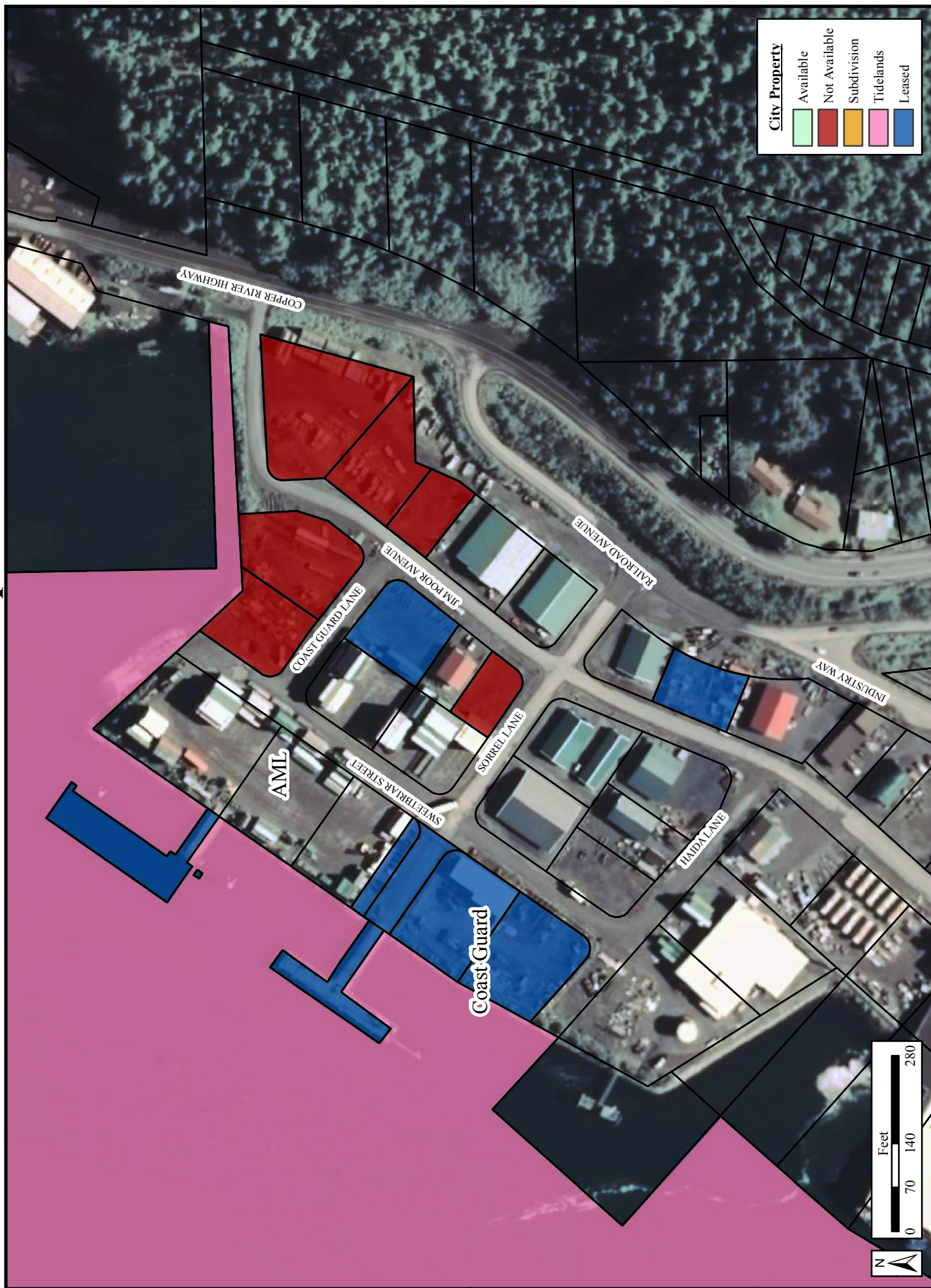
# New England Cannery Road



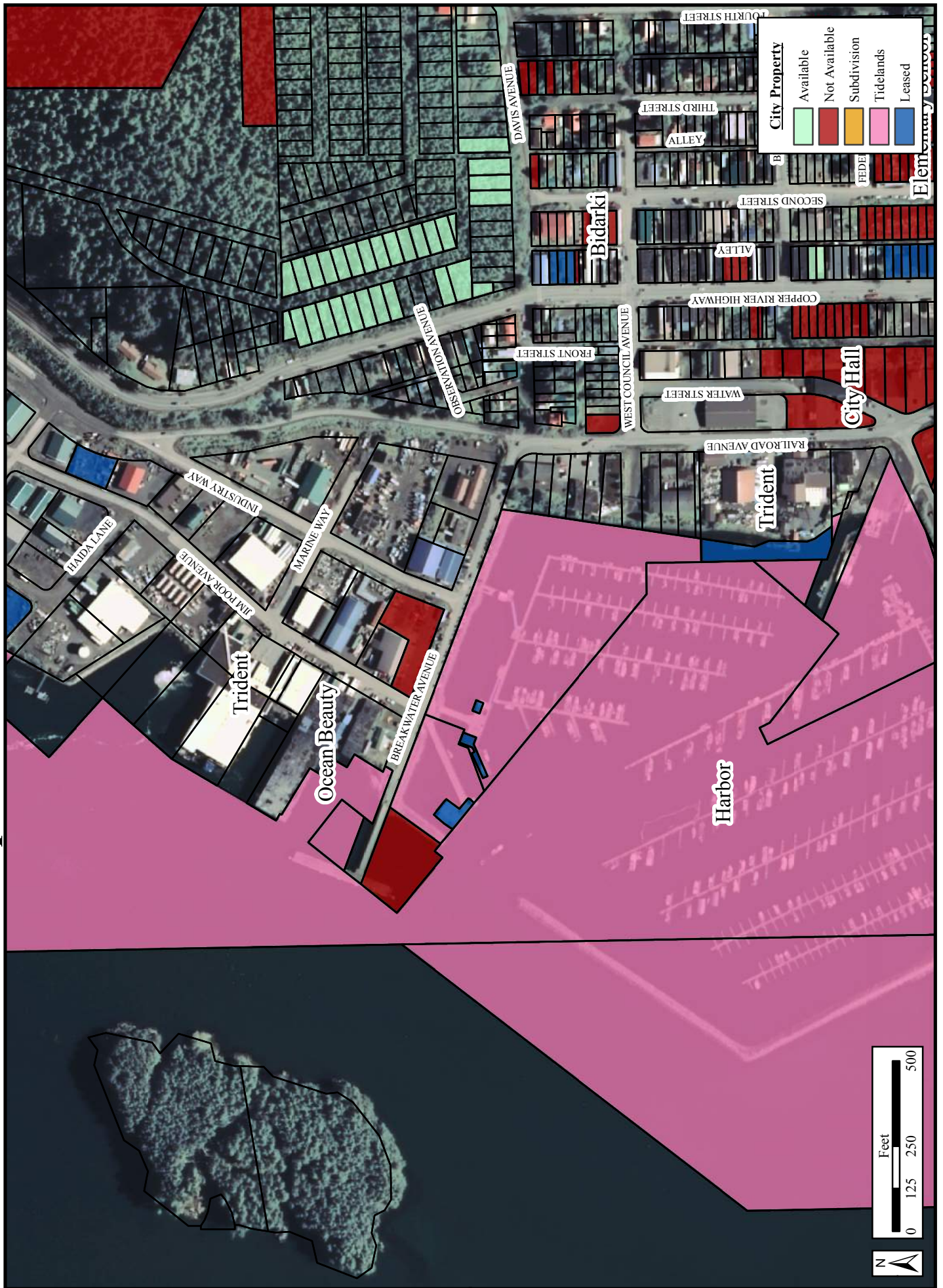
# Ocean Dock Subdivision



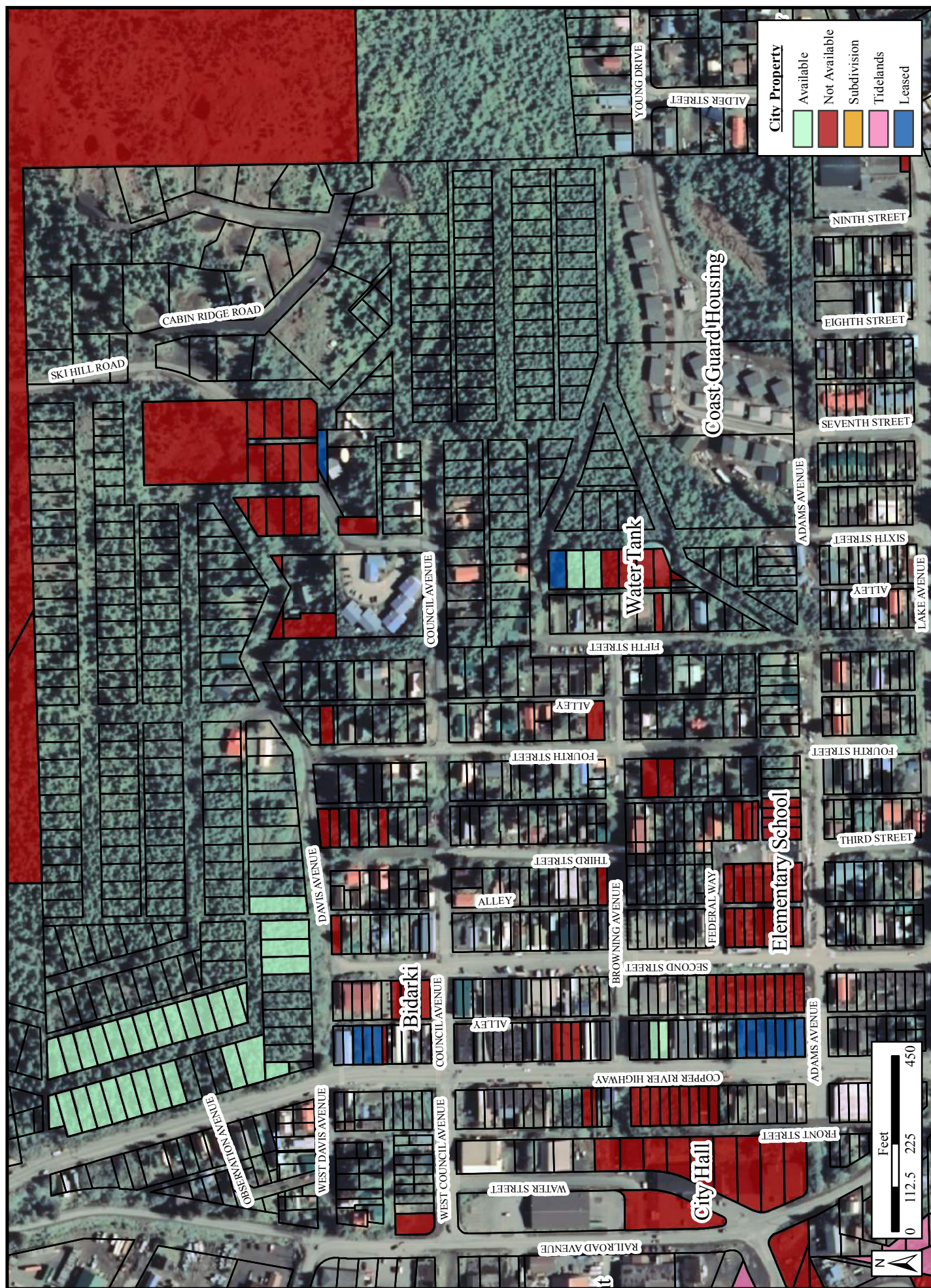
# North Fill Development Park



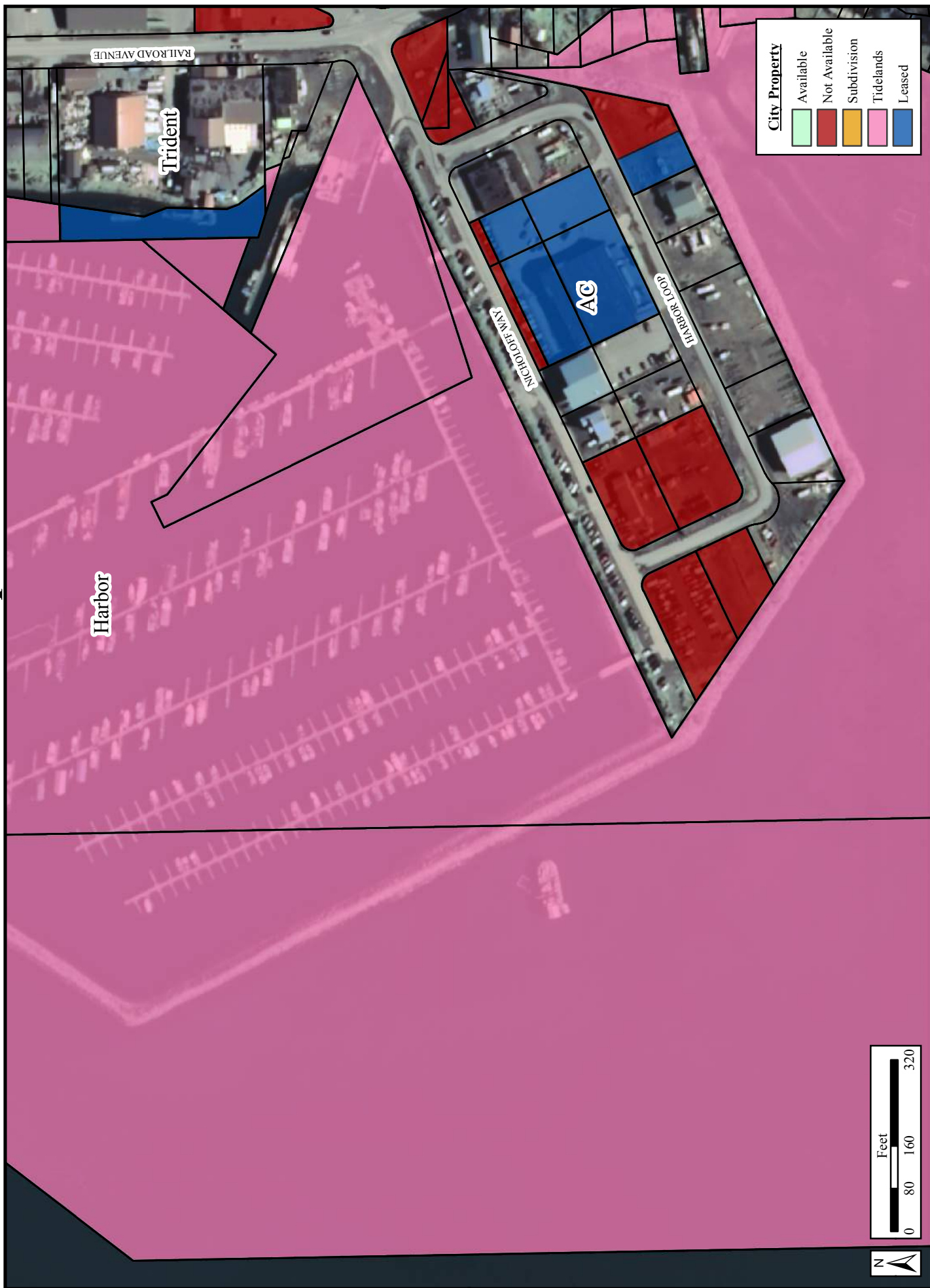
# Tidewater Development Park & Cordova Industrial Park



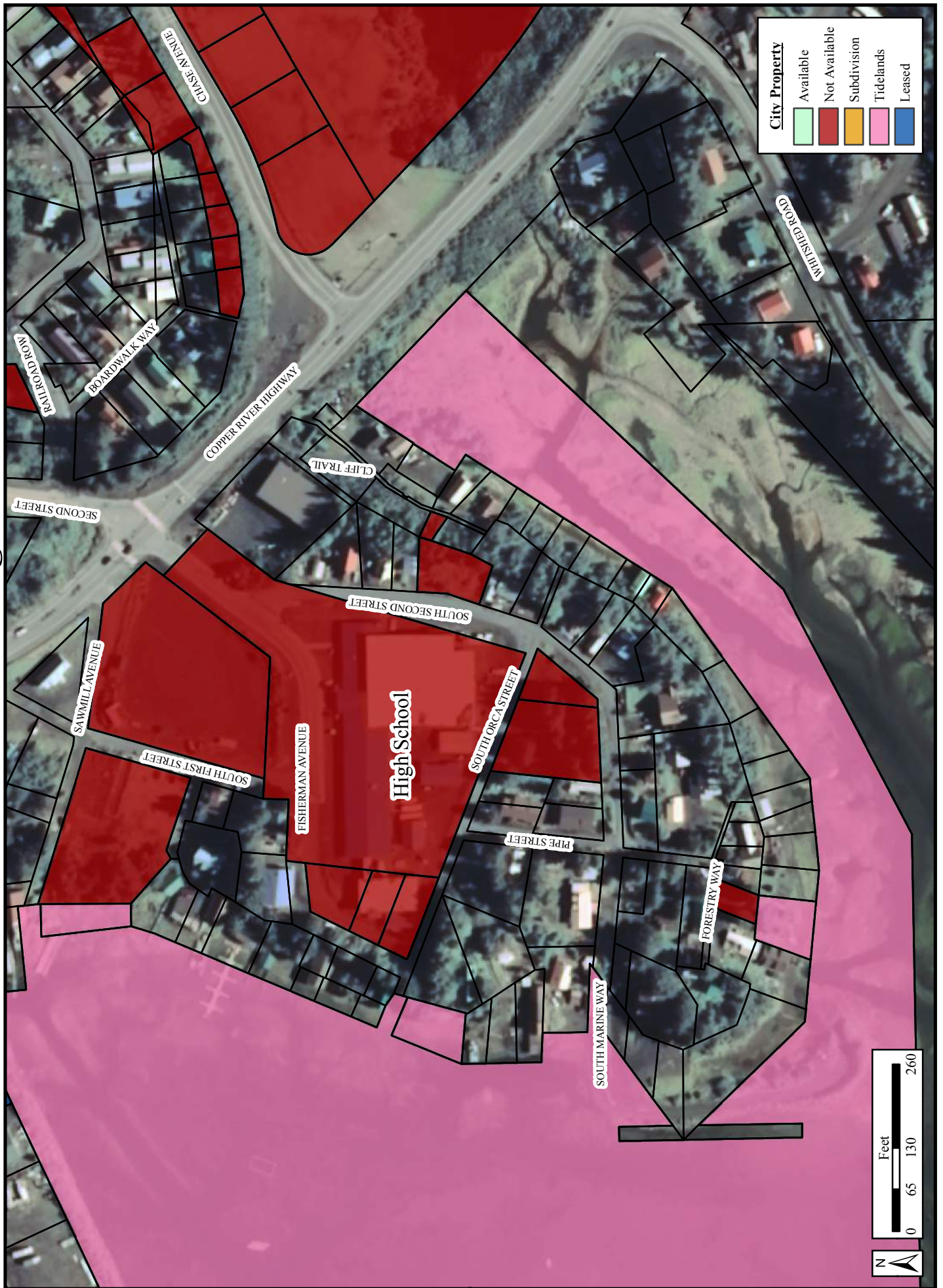
# Old Town



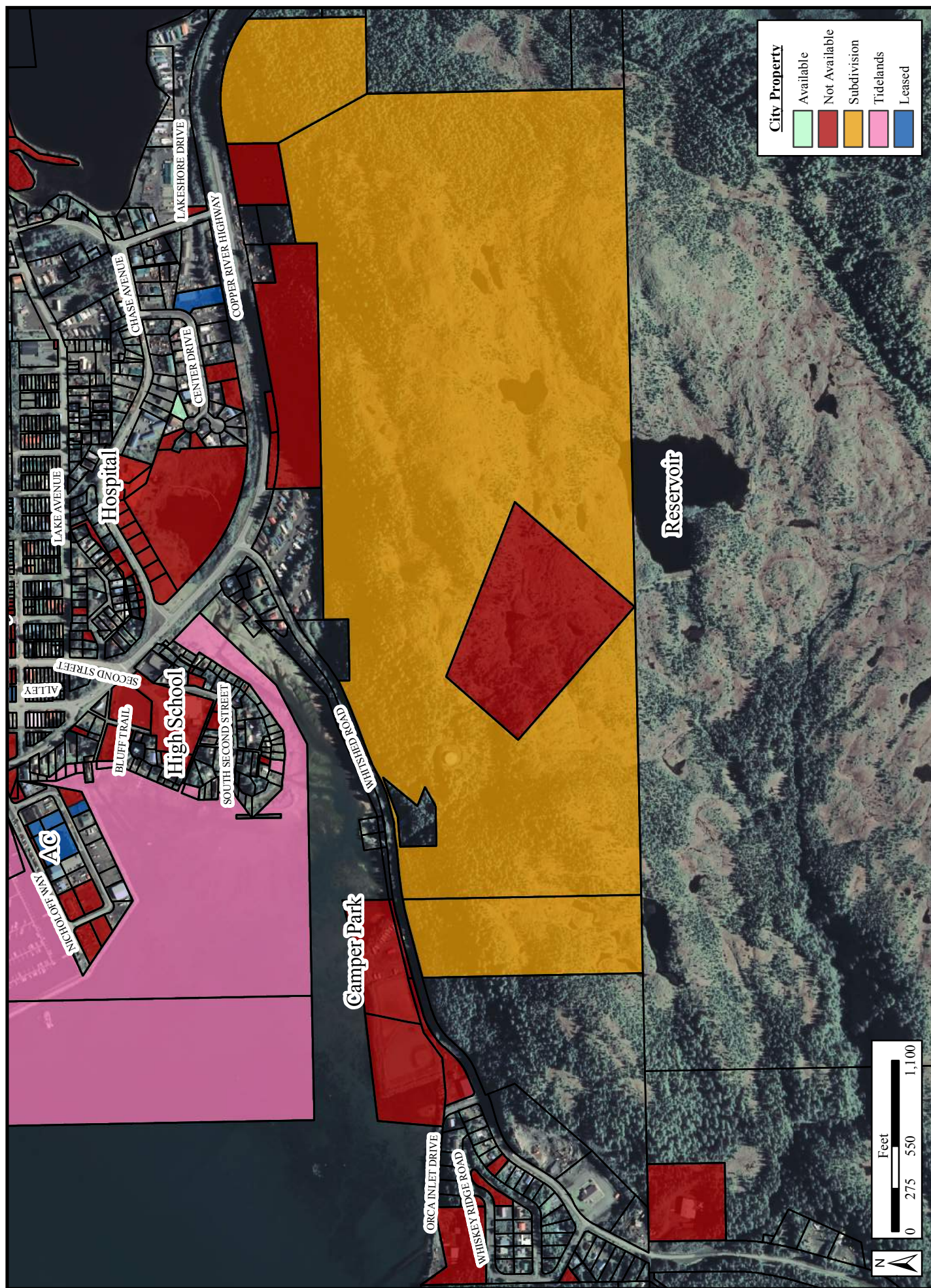
# South Fill Development Park



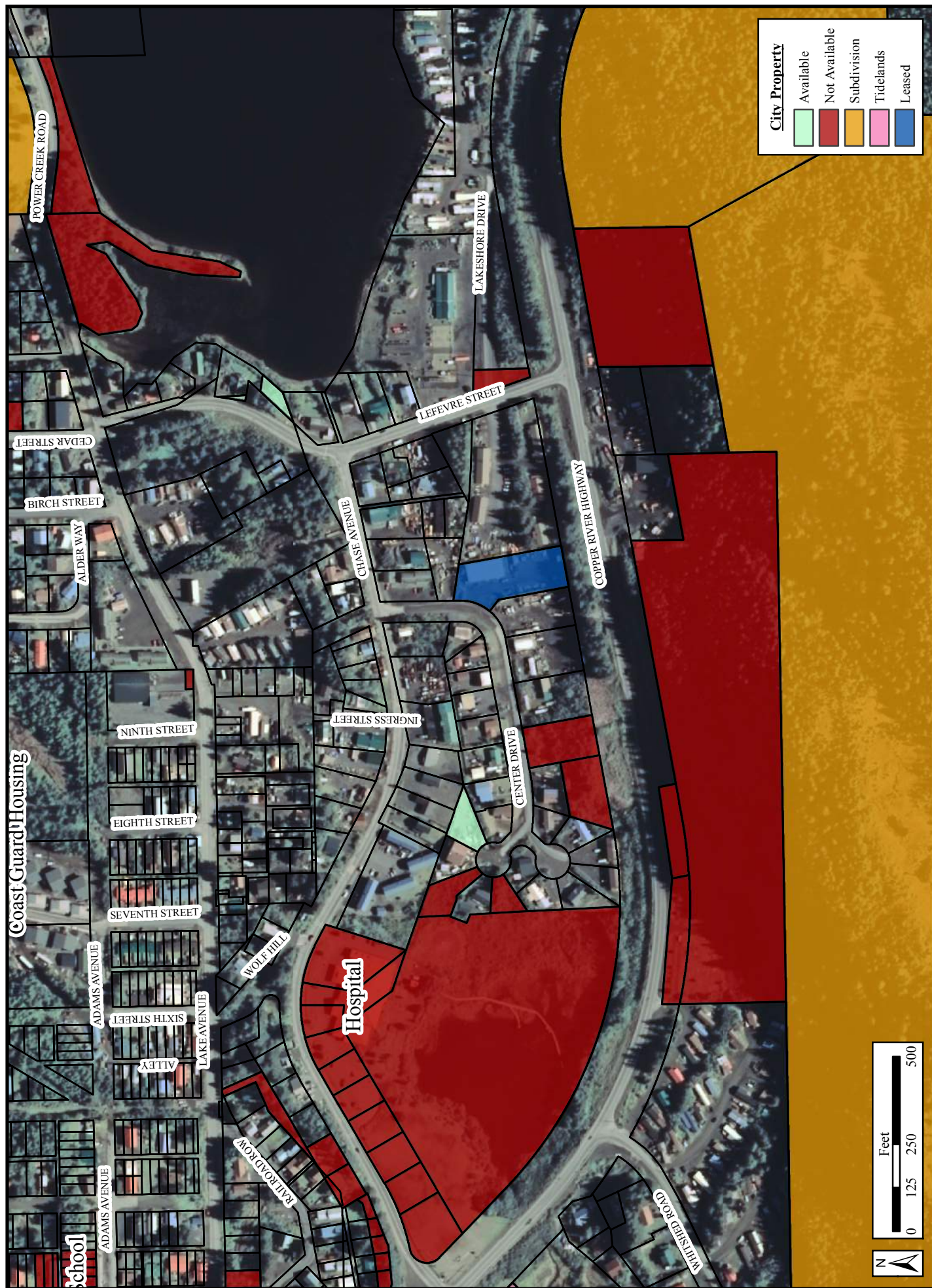
# Odiak Slough



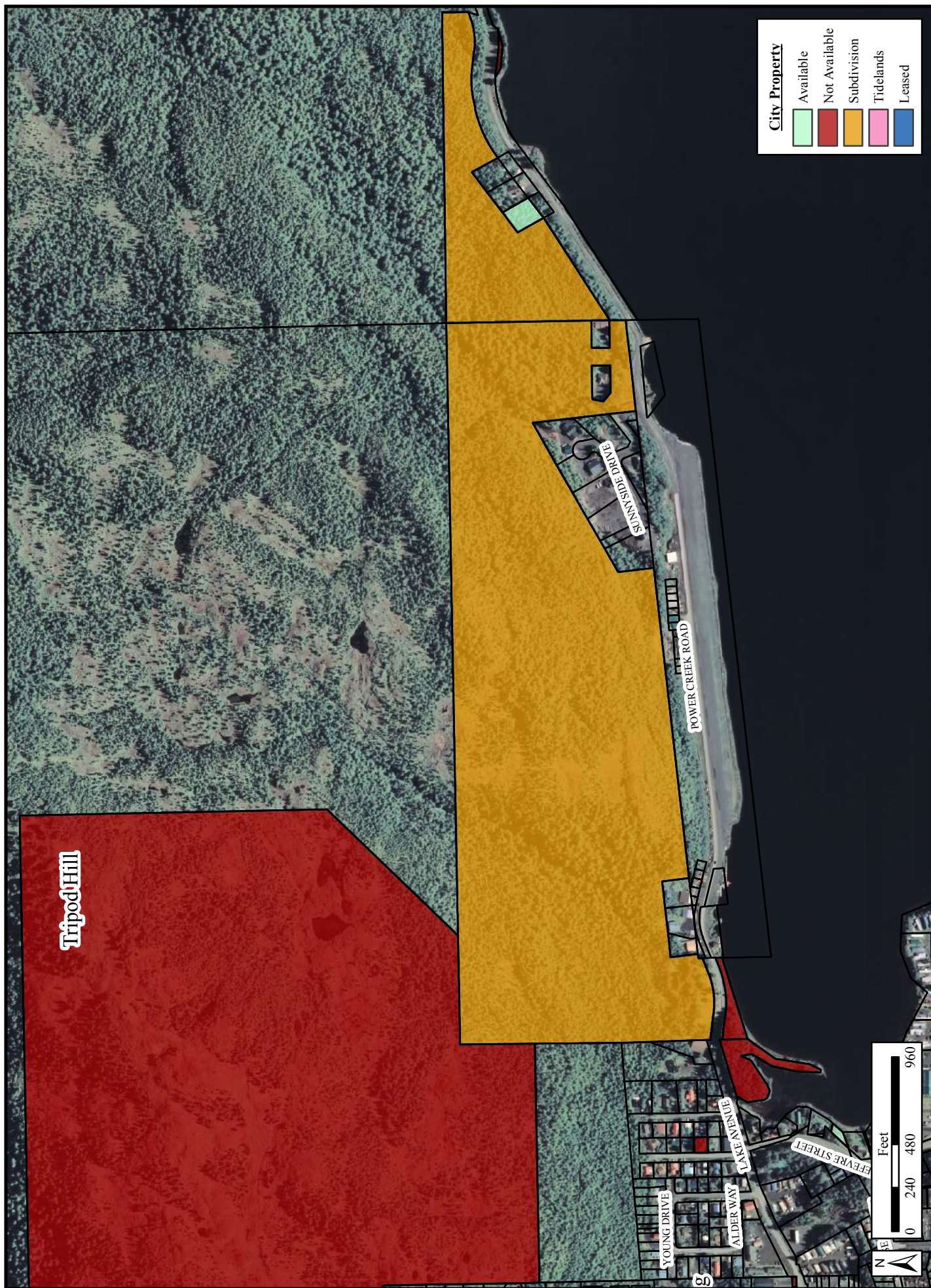
# Whitshed Road



# Odiak Park



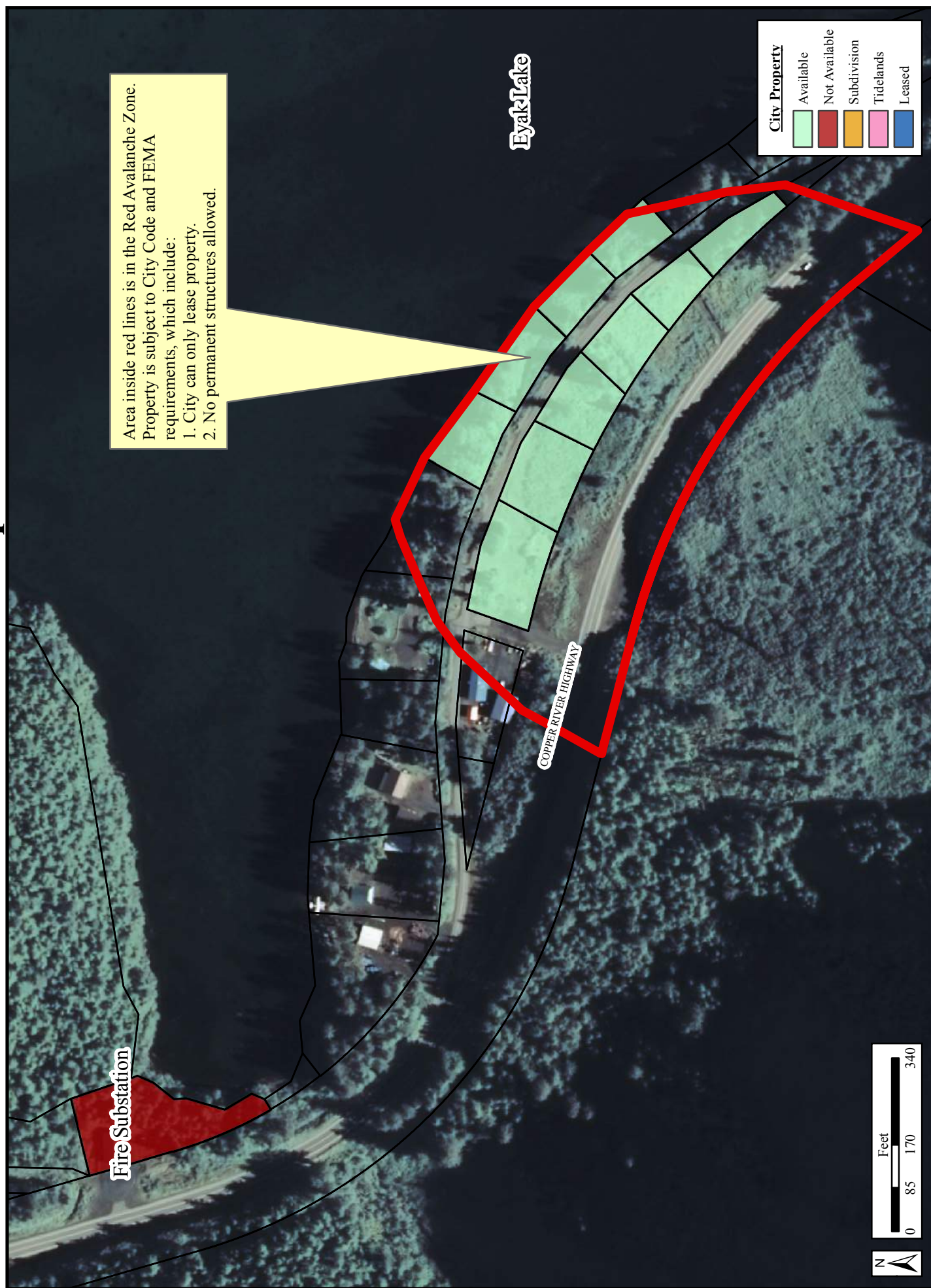
# Power Creek Road



# Eyak Lake



# Five Mile Loop





## **AGENDA ITEM # 9c**

### **Planning Commission Meeting Date: 1/8/19**

#### **PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Planning Staff

**DATE:** 1/3/19

**ITEM:** Resolution 19-02 – Support for Cordova Center Stairs

**NEXT STEP:** Pass Resolution

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☐ INFORMATION  
☐ MOTION  
☒ RESOLUTION

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#### **I. REQUEST OR ISSUE:**

The city is applying for a grant through the State of Alaska for the Alaska Transportation Alternatives Program (ATAP) to construct the Cordova Center Stairs. Completion of the stairs has been a long-term goal of the city and will provide a safe pedestrian connection between the harbor/retail area, the Cordova Center and downtown. The basic design is a 4-foot-wide staircase that is covered and lighted which will connect to the Cordova Center and terminate at the bottom of the hill between the swimming pool and the public safety building (see Location Map).

The state is preparing a cost estimate for the project which will be used to determine the match amount. The match requirement is 9%. If additional match is committed, additional points are awarded.

#### **II. RECOMMENDED ACTION / NEXT STEP:**

“I move to approve Resolution 19-02”

**III. FISCAL IMPACTS:**

The approximate match is between \$25,000 to \$45,000.

**IV. BACKGROUND INFORMATION:**

Providing a connection between the harbor/retail area, the Cordova Center and Main Street has always been an integral part of the Cordova Center plan. The concept to connect these areas was developed during Phase I of the project. Due to unforeseen issues during construction, the stairs were cut out of the project as a way of reducing costs..

**V. LEGAL ISSUES:**

N/A

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

N/A

**VII. SUMMARY AND ALTERNATIVES:**

The commission could choose to not pass the resolution.

Location Map



**CITY OF CORDOVA, ALASKA  
PLANNING COMMISSION  
RESOLUTION 19-02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,  
ALASKA, SUPPORTING THE ALASKA DEPARTMENT OF TRANSPORTATION AND  
PUBLIC FACILITIES TRANSPORTATION ALTERNATIVES PROGRAM GRANT  
APPLICATION FOR THE CORDOVA CENTER PEDESTRIAN CONNECTOR**

**WHEREAS**, currently, residents walking for recreation, educational, or business purposes must walk up or down a very steep trail, with loose gravel and precarious footing which is used as a snow dump in the winter; and

**WHEREAS**, there is significant need for a safe year-round walking route between the harbor and Main Street for the children and adults who use the route to access the harbor retail areas, pool, library, offices, and museum in the Cordova Center, and all other destinations on Main Street in the Central Business District; and

**WHEREAS**, the City of Cordova's Planning Commission is committed to seeking and developing safe routes for our citizens and to continually improving the quality of life for Cordovans; and

**WHEREAS**, the City of Cordova's Planning Commission supports and encourages projects that enhance walkability and connectivity in Cordova; and

**WHEREAS**, the project supports the City's Comprehensive Plan's recreational goal: "to provide and foster programs and facilities for all in the pursuit of a healthy and sustainable community.

**NOW, THEREFORE BE IT RESOLVED THAT** the Planning Commission of the City of Cordova, Alaska hereby supports the Alaska Department of Transportation and Public Facilities Transportation Alternatives Program grant application for the Cordova Center Pedestrian Connector.

**PASSED AND APPROVED THIS 8<sup>TH</sup> DAY OF JANUARY, 2019**

\_\_\_\_\_  
Tom McGann, Chair

ATTEST:

\_\_\_\_\_  
Leif Stavig, Interim City Planner



## **AGENDA ITEM # 9d**

### **Planning Commission Meeting Date: 1/8/19**

#### **PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Planning Staff

**DATE:** 1/3/19

**ITEM:** Resolution 19-03 - Support for Sidewalks and Drainage on Seventh Street

**NEXT STEP:** Pass Resolution

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☐ INFORMATION  
☐ MOTION  
☒ RESOLUTION

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#### **I. REQUEST OR ISSUE:**

The city is applying for a grant through the State of Alaska for the Alaska Transportation Alternatives Program (ATAP) to construct 5-foot-wide ADA sidewalks, control and capture stormwater, and pave Seventh Street (see Location Map).

The state is preparing a cost estimate for the project which will be used to determine the match amount. The match requirement is 9%. If additional match is committed, additional points are awarded.

#### **II. RECOMMENDED ACTION / NEXT STEP:**

“I move to approve Resolution 19-03”

#### **III. FISCAL IMPACTS:**

The approximate match is between \$55,000 to \$70,000. Controlling runoff and eliminating gravel washouts during rain events will save the Public Works Department time, money, and material annually.

**IV. BACKGROUND INFORMATION:**

Seventh Street is surrounded by high density housing, including Coast Guard family housing and affordable housing such as townhouses, mobile home parks, and state-owned low-income housing units. These are all within walking distance to the grade school, high school, and downtown. The proposed ADA sidewalks would provide ADA connectivity to the grade school via Third Street and to downtown via Adams Avenue. The sidewalks and improved drainage will increase pedestrian safety and the neighborhood aesthetic. Providing connectivity and safe walking corridors is set out in the Cordova Comprehensive plan and improves the quality of life for all Cordova residents.

**V. LEGAL ISSUES:**

N/A

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

Will improve drainage and control stormwater runoff.

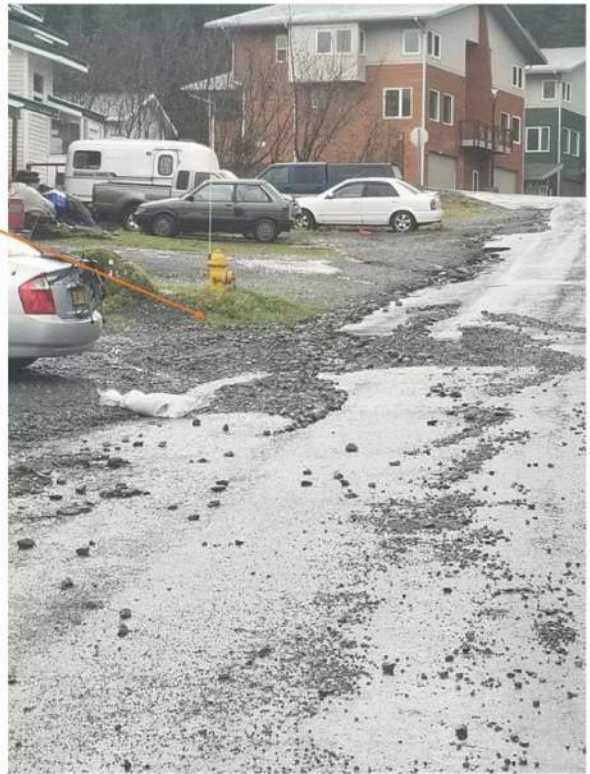
**VII. SUMMARY AND ALTERNATIVES:**

The commission could choose to not pass the resolution.

**Location Map**



Seventh  
Street



**CITY OF CORDOVA, ALASKA  
PLANNING COMMISSION  
RESOLUTION 19-03**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,  
ALASKA, SUPPORTING THE ALASKA DEPARTMENT OF TRANSPORTATION AND  
PUBLIC FACILITIES TRANSPORTATION ALTERNATIVES PROGRAM GRANT  
APPLICATION FOR CONSTRUCTING ADA SIDEWALKS AND DRAINAGE  
IMPROVEMENTS ON SEVENTH STREET**

**WHEREAS**, currently, school children and residents walking for recreation, educational, or business purposes must walk on the road shoulder of Seventh Street which is immediately adjacent to motorized traffic and can be unsafe; and

**WHEREAS**, there is significant need for a safe walking route between the high-density neighborhood around Seventh Street to Lake Avenue for the school children to access the schools, library and museum in the Cordova Center, and all other destinations on Main Street in the Central Business District;

**WHEREAS**, the City of Cordova's Planning Commission is committed to seeking and developing safe routes for our citizens and continually improving the quality of life for Cordovans; and

**WHEREAS**, the City of Cordova's Planning Commission supports and encourages projects that enhance walkability and connectivity in Cordova; and

**WHEREAS**, the project supports the City's Comprehensive Plan's recreational goal: "to provide and foster programs and facilities for all in the pursuit of a healthy and sustainable community.

**NOW, THEREFORE BE IT RESOLVED THAT** the Planning Commission of the City of Cordova, Alaska hereby supports the Alaska Department of Transportation and Public Facilities Transportation Alternatives Program grant application for constructing ADA sidewalks and drainage improvements on Seventh Street

**PASSED AND APPROVED THIS 8<sup>TH</sup> DAY OF JANUARY, 2019**

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Tom McGann, Chair

ATTEST:

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Leif Stavig, Interim City Planner



## **AGENDA ITEM # 9e**

### **Planning Commission Meeting Date: 1/8/19**

#### **PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Planning Staff

**DATE:** 1/2/19

**ITEM:** Chair Election

**NEXT STEP:** Elect Chair

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☐ INFORMATION  
☒ MOTION  
☐ RESOLUTION

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#### **I. REQUEST OR ISSUE:**

The Planning Commission consists of seven members, one of which may be designated by the City Council. Pursuant to Section 3.40.030, a chair shall be selected annually from the members of the commission.

#### **II. RECOMMENDED ACTION / NEXT STEP:**

Staff recommend the chair open nominations from the floor by stating: "Nominations are now in order for the office of chair of the Planning Commission."

After nominations, a voice vote is recommended if there is only one nomination, or a roll call vote if there are multiple nominations.

**III. FISCAL IMPACTS:**

N/A

**IV. BACKGROUND INFORMATION:**

As soon as the current chair opens nominations from the floor, any member can bring forth a nomination. The member should know beforehand if the person he or she wishes to nominate is both eligible and willing to serve.

When the nomination is from the floor:

- A member does not have to get recognition from the current chair to make a nomination.
- A person can nominate himself or herself.
- A nomination does not need a second.
- A member can't nominate more than one person for an office until everyone has had the opportunity to make nominations.
- The current chair can continue presiding, even if he or she is one of the nominees for the office.
- After each nomination, the current chair repeats the name to the commission.

A motion to close nominations is not necessary. Usually the current chair closes nominations when no further nominations come forward.

If at any time during the nominating process a member realizes that he or she will be unable to serve if elected, the member should stand and request that his or her name be removed from nomination. Removing your name during the nomination process is better than waiting until after you are elected.

After the nominating process is finished, the members must vote on the proposed candidates. Members can take the vote for election by voice vote or roll call vote.

In the event there is a tie, the commission may choose a method to break the tie and vote until the tie is broken.

**V. LEGAL ISSUES:**

N/A

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

N/A

**VII. SUMMARY AND ALTERNATIVES:**

N/A



## **AGENDA ITEM # 9f**

### **Planning Commission Meeting Date: 1/8/19**

#### **PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Planning Staff

**DATE:** 1/2/19

**ITEM:** Vice Chair Election

**NEXT STEP:** Elect Vice Chair

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☐ INFORMATION  
☒ MOTION  
☐ RESOLUTION

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#### **I. REQUEST OR ISSUE:**

While the city's code does not require a vice chair for the Planning Commission, this has been the practice in the past. Having a vice chair gives staff and public another point of contact and allows for meetings to run smoothly if the chair is absent. Staff recommend that the commission continue this practice.

#### **II. RECOMMENDED ACTION / NEXT STEP:**

Staff recommend the chair open nominations from the floor by stating: "Nominations are now in order for the office of vice chair of the Planning Commission."

After nominations, a voice vote is recommended if there is only one nomination, or a roll call vote if there are multiple nominations.

**III. FISCAL IMPACTS:**

N/A

**IV. BACKGROUND INFORMATION:**

The procedure for vice chair election should be the same as for the chair.

**V. LEGAL ISSUES:**

N/A

**VI. CONFLICTS OR ENVIRONMENTAL ISSUES:**

N/A

**VII. SUMMARY AND ALTERNATIVES:**

N/A

# 2019 JANUARY

## PLANNING COMMISSION REGULAR MEETING JANUARY 8, 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31	01 City Closed - New Year's Day	02 7:00 PM - City Council Regular Meeting (Cordova Center Rooms A & B)	03	04	05
06	07	08 6:30 PM - Planning Commission Regular Meeting (Cordova Center Rooms A & B)	09 7:00 PM - Harbor Commission Regular Meeting (Cordova Center Room B) 7:00 PM - School Board Regular Meeting (High School Library)	10	11	12
13	14	15	16 7:00 PM - City Council Regular Meeting (Cordova Center Rooms A & B)	17	18	19
20	21 City Closed - MLK Day	22	23	24	25	26
27	28	29 6:00 PM - Parks and Recreation Commission Regular Meeting (Cordova Center Rooms A & B)	30	31 6:00 PM - CCMC Board Regular Meeting (CCMC Conference Room)	01	02
03	04	05	06	07	08	09

# 2019 FEBRUARY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
27	28	29	30	31	01	02
03	04	05	06 7:00 PM - City Council Regular Meeting (Cordova Center Rooms A & B)	07	08	09
10	11	12 6:30 PM - Planning Commission Regular Meeting (Cordova Center Rooms A & B)	13 7:00 PM - Harbor Commission Regular Meeting (Cordova Center Room B) 7:00 PM - School Board Regular Meeting (High School Library)	14	15	16
17	18 City Closed - Presidents' Day	19	20 7:00 PM - City Council Regular Meeting (Cordova Center Rooms A & B)	21	22	23
24	25	26 6:00 PM - Parks and Recreation Commission Regular Meeting (Cordova Center Rooms A & B)	27	28 6:00 PM - CCMC Board Regular Meeting (CCMC Conference Room)	01	02
03	04	05	06	07	08	09