

**Chair**

*vacant*

**Commissioners**

Tom Bailer

Tom McGann

Scott Pegau

John Baenen

Allen Roemhildt

Mark Frohnapfel

Heath Kocan

**City Planner**

Samantha Greenwood

**Assistant Planner**

Leif Stavig

**PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016 AT 6:30 PM  
CORDOVA CENTER COMMUNITY ROOMS A & B**

**AGENDA**

**1. CALL TO ORDER**

**2. ROLL CALL**

Commissioners Tom Bailer, Tom McGann, Scott Pegau, John Baenen, Allen Roemhildt, Mark Frohnapfel, and Heath Kocan

**3. APPROVAL OF AGENDA (voice vote)**

**4. APPROVAL OF CONSENT CALENDAR (voice vote)**

- a. Minutes of November 10, 2015 Regular Meeting ..... **Page 2-4**
- b. Minutes of December 8, 2015 Public Hearing..... **Page 5**
- c. Minutes of December 8, 2015 Regular Meeting..... **Page 6-8**
- d. Record excused absences for John Baenen and Allen Roemhildt from the December 8, 2015 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. UNFINISHED BUSINESS**

- a. Site Plan Review – Ocean Beauty Seafoods, LLC ..... **Page 10-43**

**10. NEW/MISCELLANEOUS BUSINESS**

- a. Site Plan Review – Alpine Diesel ..... **Page 44-60**
- b. Review of Proposals for the Existing Library/Museum Land and/or Building ..... **Page 61-122**
  - i. Facility Contractors ..... **Page 91-100**
  - ii. Seaman's Hardware..... **Page 101-104**
  - iii. Moose Lodge ..... **Page 105-106**
  - iv. Cannery Row ..... **Page 107-117**
  - v. Cordova Drug ..... **Page 118-119**
  - vi. Children's Pallas..... **Page 120-121**
  - vii. Native Village of Eyak ..... **Page 122**
- c. Disposal of Old City Hall Building ..... **Page 123-136**
- d. Chair Election ..... **Page 137**
- e. Vice Chair Election..... **Page 138**

**11. PENDING CALENDAR**

- a. January 2016 Calendar..... **Page 139**
- b. February 2016 Calendar..... **Page 140**

**12. AUDIENCE PARTICIPATION**

**13. COMMISSION COMMENTS**

**14. ADJOURNMENT**

PLANNING COMMISSION REGULAR MEETING  
NOVEMBER 10, 2015 AT 6:30 PM  
CORDOVA CENTER COMMUNITY ROOMS A & B  
MINUTES

1. CALL TO ORDER

Chairman **John Greenwood** called the Planning Commission Regular Meeting to order at 6:30 PM on November 10, 2015 in Cordova Center Community Rooms A & B.

2. ROLL CALL

Present for roll call were Chairman **John Greenwood** and Commissioners **Tom McGann**, **Scott Pegau**, **John Baenen**, **Allen Roemhildt**, and **Mark Frohnapfel**. Commissioner **Tom Bailer** was absent.

Also present were City Planner, **Samantha Greenwood**, and Assistant Planner, **Leif Stavig**.

3 people were in the audience.

3. APPROVAL OF AGENDA

M/Pegau S/Roemhildt to approve the agenda.

Upon voice vote, motion passed 6-0.

Yea: **Greenwood, McGann, Pegau, Baenen, Roemhildt, Frohnapfel**

Absent: **Bailer**

4. APPROVAL OF CONSENT CALENDAR

a. Minutes of October 13, 2015 Regular Meeting

b. Record excused absences for **Mark Frohnapfel** and **John Greenwood** from the October 13, 2015 Regular Meeting

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

Upon voice vote, motion passed 6-0.

Yea: **Greenwood, McGann, Pegau, Baenen, Roemhildt, Frohnapfel**

Absent: **Bailer**

5. DISCLOSURES OF CONFLICTS OF INTEREST

6. CORRESPONDENCE

a. State of Alaska DOT Public Notice

b. State of Alaska DOT Public Notice

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

a. Guest Speakers

i. **Kate Morse – Copper River Watershed Project**

**Morse** said she has been trying to come the commission at least once a year to report. Largely, Eyak Lake, Odiak Pond, and Orca Inlet receive the stormwater runoff from the city. Stormwater carries non-point source pollution, which according to the EPA is the leading cause of degrading water quality. From the Exxon Valdez spill, they have learned that very small quantities of oil and contaminants can effect

salmon. In June the Watershed Project had a community celebration at the bioswale in Odiak Park. **Kristin Carpenter**, Executive Director, presented a snow storage project at Odiak Park. With two-year funding from the Exxon Valdez Trustee Council they were able to develop the project with the city, state DOT, and an engineering firm. **Morse** showed the commission the new channel created where there was an old railroad culvert near Odiak Pond. The Watershed Project partnered with Shoreside Petroleum to encourage people to replace old oil tanks. She encouraged them to go to the native plant garden by Odiak Pond.

**b. Audience comments regarding agenda items**

**8. PLANNER'S REPORT**

**S. Greenwood** said that the Cordova Center Grand Opening occurred last week. There is a City Council meeting on the 23<sup>rd</sup> in case anyone on the commission wanted to support the capital improvements list the commission passed. **S. Greenwood** said that the petition referring the ordinance disposing of the Breakwater Fill Lot had been turned in and that the City Clerk was verifying all of the names. **S. Greenwood** said that the staff was looking into the current nuisance code. **Baenen** said that he hasn't seen anything happening with the **Samuelson** building with the collapsed roof. He said that they had put a temporary roof last winter, but nothing has happened since then. **S. Greenwood** said that the LT2 project was underway and that things were picking up. The completion date is March 15.

**9. NEW/MISCELLANEOUS BUSINESS**

**a. Discussion on Disposal of Library/Museum Land and Building**

**Pegau** said that proposals will come before the Planning Commission. The commission never said what they would consider an acceptable proposal. The intent of the discussion is to look at it; for example, if someone wanted the middle lot and offered \$40,000, would that be acceptable? Should the city retain it to maintain parking? **Baenen** said he agreed that they need to try to decide what the commission's or community's idea was for the space. He wants to see those buildings go away and move forward with the property. He thinks that maybe the city should retain the land for a parking lot or future swimming pool. **Roemhildt** said he agreed and he thinks the city needs to retain the land and think long and hard about what to do with a vacant lot on Main Street. He also wanted to get rid of the buildings. **McGann** also sees the need for parking, but once the fire hall is gone, there won't be because there will be plenty down below. He does think they should retain a few of the lots for parking. He likes how the code is written for Central Business District. He thinks there are a lot of cool things that could go in there and he doesn't think they should restrict it to any one type of business. **Pegau** thinks it is important that they don't break all of the lots up into very small pieces as they are so narrow. **J. Greenwood** said the city parking lot between Seaman's and First National Bank is three lots wide. **Baenen** said his concern with the RFP being wide open is that everyone with a proposal is going to try to utilize the buildings. **Frohnappfel** said he thinks that is what council was trying to do. **McGann** said that the city has been accused of acting too hastily in disposing of property. He doesn't see any urgency if the building is shut down. It can sit there until somebody has a great idea. **Frohnappfel** said that what he hears from people is that the city promised to get out of those buildings whether or not they cost anything. He thinks it is worth it to request proposals as they don't have to accept any of them. **Pegau** said that residential uses are allowable in the Central Business District. **Baenen** said his reasoning for considering having a new pool at that location was its proximity to the school. He said for it to get funds, the swimming pool has to be within a certain distance according to people from the Parks and Recreation Department. **Pegau** said he still hears people say they would like the Fire/Police Station to be there. **Frohnappfel** said he doesn't think there is a better place for the station, but that it probably isn't feasible in the community. **J. Greenwood** said that at this stage the RFP is already out, they will have to see what proposals come in.

## 10. PENDING CALENDAR

*J. Greenwood* said there is a Work Session on the 12<sup>th</sup> in the Cordova Center Education Room. *S. Greenwood* said it is a time to review the project and get input from the commission and the public. *Stavig* said it was also a presentation of the plans by the engineer.

## 11. AUDIENCE PARTICIPATION

*Randy Robertson* thanked those who have served for their service.

## 12. COMMISSION COMMENTS

*McGann* said he is interested in the upcoming Work Session.

*Baenen* verified that it was *J. Greenwood's* last meeting and thanked him.

*J. Greenwood* said he had served two terms and had fun. He said he only had a few contentious meetings.

## 13. ADJOURNMENT

M/McGann S/Pegau to adjourn the Regular Meeting at 7:48 PM.  
With no objection, the meeting was adjourned.

Approved:

\_\_\_\_\_  
Tom Bailer, Co-Chairman

\_\_\_\_\_  
Leif Stavig, Assistant Planner

DRAFT



PLANNING COMMISSION PUBLIC HEARING  
DECEMBER 8, 2015 AT 6:30 PM  
CORDOVA CENTER COMMUNITY ROOMS A & B  
MINUTES

1. CALL TO ORDER

Co-Chairman **Tom Bailer** called the Planning Commission Public Hearing to order at 6:30 PM on December 8, 2015 in Cordova Center Community Rooms A & B.

2. ROLL CALL

Present for roll call were Co-Chairman **Tom Bailer** and Commissioners **Tom McGann**, **Scott Pegau**, **Mark Frohnapfel**, and **Heath Kocan**. Commissioners **John Baenen** and **Allen Roemhildt** were absent.

Also present was City Planner **Samantha Greenwood**.

3 people were in the audience.

3. PUBLIC HEARING

- a. Final Plat Approval for Ladd SLUP Lot
- b. Preliminary Plat Approval for 2015 Cabin Lake SLUP Lots Subdivision

**Angela Butler**, 918 Center Drive Unit 2, was there to speak about both plats. She said they were straightforward and that she doesn't anticipate any problems.

M/Frohnapfel S/McGann to recess for 10 minutes.  
With no objection, the meeting was recessed.

Bailer called the Public Hearing back to order at 6:45 PM.

4. ADJOURNMENT

M/Frohnapfel S/Pegau to adjourn the Public Hearing at 6:45 PM.  
With no objection, the meeting was adjourned.

Approved:

\_\_\_\_\_  
Tom Bailer, Co-Chair

\_\_\_\_\_  
Leif Stavig, Assistant Planner

PLANNING COMMISSION REGULAR MEETING  
DECEMBER 8, 2015 AT 6:45 PM  
CORDOVA CENTER COMMUNITY ROOMS A & B  
MINUTES

1. CALL TO ORDER

Co-Chairman **Tom Bailer** called the Planning Commission Regular Meeting to order at 6:45 PM on December 8, 2015 in Cordova Center Community Rooms A & B.

2. ROLL CALL

Present for roll call were Co-Chairman **Tom Bailer** and Commissioners **Tom McGann**, **Scott Pegau**, **Mark Frohnapfel**, and **Heath Kocan**. Commissioners **John Baenen** and **Allen Roemhildt** were absent.

Also present was City Planner **Samantha Greenwood**.

3 people were in the audience.

3. APPROVAL OF AGENDA

M/Pegau S/McGann to approve the agenda.

Upon voice vote, motion passed 5-0.

Yea: **Bailer, McGann, Pegau, Frohnapfel, Kocan**

Absent: **Baenen, Roemhildt**

4. APPROVAL OF CONSENT CALENDAR

a. Minutes of November 12, 2015 Work Session

b. Record excused absences for **Tom Bailer** from the November 10, 2015 Regular Meeting

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

Upon voice vote, motion passed 5-0.

Yea: **Bailer, McGann, Pegau, Frohnapfel, Kocan**

Absent: **Baenen, Roemhildt**

5. DISCLOSURES OF CONFLICTS OF INTEREST

6. CORRESPONDENCE

a. Forest Service Public Scoping Letter for Elodea Herbicide Treatment

b. Letter from Cordova Drug Co., Inc. re: Library/Museum Disposal

**Bailer** said he did remember the conversation about setting aside one or two of those lots for parking.

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

a. Audience comments regarding agenda items

**Dave O'Brien**, co-owner of Cordova Drug, said his letter says everything he wants to comment on. He thinks the city would have gotten more resistance from the business owners in town had they known the parking taken up by the Cordova Center wasn't going to be replaced. He said that **Frohnapfel** told him that zoning doesn't require parking on Main Street. He likens it to putting a sports stadium in the middle of a business district with no regards for parking. During the Christmas Bazaar, the parking lot next to Seaman's was full

all night and he averaged four customers an hour. The first place people are going to park to go to the Cordova Center is Main Street. The parking lot below is going to be ignored.

**McGann** said that they did have discussion at the last meeting about the lots and parking was an issue. It is also important to note that the plan is to get rid of at least half of the old City Hall building which would drastically increase parking. Just because there is a request for proposals doesn't mean that they have to accept any of them. **O'Brien** said that he submitted a proposal to turn that into a parking lot. **Pegau** said that parking was on their radar and that the existing parking lot on Main Street is three lots. **O'Brien** said that he had verbal support from other business owners on Main Street.

## 8. PLANNER'S REPORT

**Greenwood** said the city put water meters in on four out of the six lines going into the harbor. In the past the harbor has paid \$9,600 a year for water. If they used the metered amount, they would have paid \$25,000. The Harbor Commission will be having a discussion about it.

**Greenwood** said that the city received a nuisance complaint and they are working on how to move forward with the nuisance process. The city sent a letter to a property owner. **McGann** said he would like to see odors addressed in the nuisance code.

## 9. NEW/MISCELLANEOUS BUSINESS

### a. Site Plan Review – Ocean Beauty Seafoods, LLC

M/McGann S/Pegau to recommend to the City Council to approve the Site Plan Review requested by Ocean Beauty Seafoods, LLC to construct a facility to process fish waste on Lot 3A, Block 1, Cordova Industrial Park based on the findings and with the special conditions a contained in the staff report.

**Pegau** said that he was not finding the components necessary for the site plan. The plan drawing is at a scale that encompasses so much that you cannot find the parts that you need such as setbacks and edge of road. He can't find a building height elevation drawing. He is looking for what the building looks like and he sees a lot of parts. **McGann** said that it appears there is a loading door on the east end of the building and he doesn't think there can be parking in front of it. The notion of trucks being outside of the property line doesn't cut it for him. **McGann** also said that tying into sewer with a two inch line doesn't seem reasonable. **Greenwood** said that they have to wait until the Water Superintendent was back to town to go over the water and sewer connections. **Greenwood** said they could move the fire hydrant across Jim Poor Avenue so that parking along Breakwater Avenue would remain. **McGann** said that when the city sold the lot to Ocean Beauty it was going to be a tunnel freezer and they were going to increase capacity and modify the existing building to get the 53 footers off the right of way. **Jeff Backlund** from Ocean Beauty said that as far as trucks and parking their preference would be to go straight in and out of the loading area. They would like to move the hydrant and the light pole. **Bailer** verified that the snow was shedding towards the breakwater. **Greenwood** said that her list for what they need is: finished building appearance, roof elevations, building height, grading plan relative to the road, and water, sewer, and storm drainage plans. **Backlund** said that the loading door on the south side of the building was for getting equipment into the building during construction, but it wouldn't be used regularly.

M/McGann S/Frohnappfel to refer the site plan back to staff.

Upon voice vote, motion to refer passed 5-0.

Yea: Bailer, McGann, Pegau, Frohnappfel, Kocan

Absent: Baenen, Roemhildt

### b. Final Plat Approval for Ladd SLUP Lot

M/Pegau S/McGann to approve the final plat request for Ladd SLUP Lot.

Upon voice vote, motion passed 5-0.

Yea: **Bailer, McGann, Pegau, Frohn Apfel, Kocan**

Absent: **Baenen, Roemhildt**

**c. Preliminary Plat Approval for 2015 Cabin Lake SLUP Lots Subdivision**

M/**McGann** S/**Pegau** to approve the Preliminary Plat request for 2015 Cabin Lake SLUP Lots Subdivision.

**McGann** verified with **Butler** that there were buildings already being built on the lots. **Pegau** suggested the lots be renamed differently from the previous subdivision.

Upon voice vote, motion passed 5-0.

Yea: **Bailer, McGann, Pegau, Frohn Apfel, Kocan**

Absent: **Baenen, Roemhildt**

**10. PENDING CALENDAR**

**Greenwood** said that they would be doing to Chair and Vice Chair elections at the next meeting. She said the meeting was full so she may put the Land Disposal Maps at a different commission meeting.

**Greenwood** said that the Great Land Trust is going to be at the February 3<sup>rd</sup> City Council meeting to discuss the land donation at Fleming Spit.

**11. AUDIENCE PARTICIPATION**

**Bob Ladd** thanked the commission for their approval.

**12. COMMISSION COMMENTS**

**Kocan** said he was happy to be there.

**McGann** said they are happy he is there.

**Pegau** welcomed **Kocan**.

**Frohn Apfel** thanked **Kocan** for stepping up.

**Bailer** thanked the staff and said thanks for the Pete's Treats. He also thanked **Kocan**.

**13. ADJOURNMENT**

M/**McGann** S/**Pegau** to adjourn the Regular Meeting at 7:48 PM.  
With no objection, the meeting was adjourned.

Approved:

\_\_\_\_\_  
Tom Bailer, Co-Chair

\_\_\_\_\_  
Leif Stavig, Assistant Planner

# Planner's Report

**To:** Planning Commission  
**From:** Planning Staff  
**Date:** 1/7/16  
**Re:** Recent Activities and Updates

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- One building permit issued since the last meeting.
- Meals water treatment plant offline, installing UV equipment, UV equipment start up January 13<sup>th</sup>.
- Paving bid will be issued January 8<sup>th</sup> and close February 5<sup>th</sup>.
- Edited O&M manual and Emergency Action Plan for Meals Dam, forwarded information to Dam inspector for final report.
- Updated COOP plan for Public works and Planning
- Working on code revision for public nuisance
- Grant Land Trust will be guest speaker at the February 3<sup>rd</sup> City Council meeting to discuss the process and possible land donation of the Stern Property. Property is located above ponds at Fleming Spit.
- Spoke with Brian from ADOT ROW department concerning the culvert replacement at Fleming Spit Ponds. Discussed City Property involved and waiting for a map and easement proposal. Project is still in permitting process it is highly unlikely that the project will occur this summer.
- Tideland acquisition is moving forward with State of Alaska. Possible decision by late January.
- Assisting Public works Director for roads project, LT2 and Crater Lake feasibility study.
- 2016 Land Disposal Maps were pulled from this meeting due to the amount of items on the agenda.  
Does the commission want to hold a Special Meeting or address them at their next Regular Meeting?

# Memorandum

**To:** Planning Commission  
**From:** Planning Staff  
**Date:** 1/7/16  
**Re:** Site Plan Review – Ocean Beauty Seafoods, LLC

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## **PART I – GENERAL INFORMATION**

Requested Actions: Site Plan Review  
Applicant: Ocean Beauty Seafoods, LLC  
Owner Name: Ocean Beauty Seafoods, LLC  
Address: 301 Jim Poor Ave.  
Legal Description: Lot 3A, Block 1, Cordova Industrial Park  
Parcel Number: 02-060-205  
Zoning: Waterfront Industrial District  
Lot Area: 84,522 sq. ft.

## **PART II – BACKGROUND**

*12/08/15* – At the Planning Commission Regular Meeting the site plan was referred back to staff for additional information.

The following is a list of the requested additional information:

1. Conceptual Drawings of finished building.
2. Roof Elevations  
Sheet A4.0
3. Explanation of a availability of parking and loading door  
The loading door directly in front of the parking spots is for loading in equipment during construction. During normal operations, this door will not be used. The only time it would be used is to remove or replace large pieces of equipment. We do not expect this to occur very often (less than annually). Any equipment change out requiring the use of that door would be during the off season when we have other places for the few off season employees to park. During the season we expect to have only two staff on shift while the plant is operating.
4. Ocean Beauty agrees to move the Fire Hydrant across the street to the city parking lot. This will allow straight in access for trucks.
5. Approval of Water/Sewer lines and connections by the public works director prior to building permit being issued.
  - a. The permit application for the water and sewer connections is completed and will be mailed as soon as the check is printed. The tentative locations for hook up are shown on Sheet C4.

6. Grading Plan is on sheet C4. This has been reviewed by the Public Works.
7. Scale Drawing Sheets C3.

Ocean Beauty Seafoods, LLC is proposing to construct a facility to process fish waste into fish oil and fishmeal. Ocean Beauty Seafoods has a performance bond with the city for the development of the property.

### **PART III – REVIEW OF APPLICABLE CRITERIA & SUGGESTED FINDINGS**

#### **Chapter 18.33 ZONING – WATERFRONT INDUSTRIAL DISTRICT**

The development of a fish and seafood processing facility is permitted.

A Site Plan Review is required in the Waterfront Industrial District.

#### **Section 18.42.010 ZONING – SITE PLAN REVIEW – Purpose.**

*Whenever required by this code or the city council, a site plan review shall be completed by the planning commission with a recommendation to the city council. Prior to the issuance of a building permit, the city council must approve the site plan for the project.*

#### **Section 18.42.030 ZONING – SITE PLAN REVIEW – Required Information.**

*The site plan to be submitted as required herein shall contain the following information. If any of the information requested herein is not applicable to a given project, the reasons for the non-applicability of the information requested shall be stated in the site plan:*

- 1. Name, address and phone number of owner/developer;*
- 2. Legal description of property;*
- 3. A scale of not less than 1" = 20';*
- 4. Date, north point and scale;*
- 5. The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties;*
- 6. The zoning and siting of all structures on the subject property and abutting properties;*
- 7. The location of each proposed structure in the development area, the use or uses to be contained therein, the number of stories, gross building area, distances between structures and lot lines, setback lines and approximate location of vehicular entrances and loading points;*
- 8. The location of all existing and proposed drives and parking areas with the number of parking and/or loading spaces provided and the location and right-of-way widths of all abutting streets;*
- 9. Location and height of all walls, fences and screen plantings, including a general plan for the landscaping of the development and the method by which landscaping is to be accomplished and be maintained;*
- 10. Types of surfacing, such as paving, turfing or gravel to be used at the various locations;*
- 11. A grading plan of the area demonstrating the proposed method of storm drainage;*
- 12. Size and location of proposed sewer and water lines and connections;*
- 13. Front and side elevations of proposed structures;*
- 14. Exterior finish and color.*

#### **Chapter 18.48 ZONING – OFF-STREET PARKING, LOADING AND UNLOADING**

Manufacturing uses require "One space for every two employees, plus as required if retail or warehouse uses on premises." Per 18.48.080, the planning commission may reduce the required number of parking spaces if the commission determines that an unreasonable amount parking spaces is required or that the required number of spaces does not meet the city's development goals or its land use needs. Attached email describes the employment needs for the addition.

A fire hydrant is located on the corner of Breakwater and Jim Poor Avenue. City Code states

- **16.45.10.206 - Obstruction of fire-protection equipment.**

No vehicle shall be parked within 15 feet of the front and 10 feet of the sides of a fire hydrant, Fire Department connection or fire protection control valve on private or public property. Fire Department connections and fire protection system control valves will be posted with an approved City "no parking" sign. The cost of such signs shall be borne by the property owner.

The attached drawing shows building B being a dock for container trucks to be loaded and unloaded. Per the drawing where driveway is shown it would eliminate approximately (not including the 15 feet either side of the fire hydrant on the corner) three parking places on Breakwater avenue.

Parking in the North Harbor is limited. Allowing a driveway along Breakwater is an acceptable option. Although another option might be to move the fire hydrant and light pole allowing the container trucks to back in from Jim Poor Avenue, this would keep truck traffic on Jim Poor Avenue and leave the public parking on Breakwater.

#### **PART IV – SUGGESTED SPECIAL CONDITIONS**

1. The Planning Department must be in receipt of a Plan Review from the State of Alaska Fire Marshal prior to issuance of a Building Permit.

#### **PART V – SUGGESTED MOTION**

“I move that the Planning Commission recommend to the City Council to approve the Site Plan Review requested by Ocean Beauty Seafoods, LLC to construct a facility to process fish waste on Lot 3A, Block 1, Cordova Industrial Park based on the findings and with the special conditions as contained in the staff report.”



Attachment A – Location Map





November 20, 2015

City of Cordova  
Planning and Zoning Commission  
Site Plan Review  
602 Railroad Ave  
Cordova, Alaska 99574

To whom it may concern:

Ocean Beauty Seafoods, LLC is submitting the attached site plan with the intent of constructing a facility to process fish waste. The facility will process unutilized fish residue into fish oil and traditional dried fishmeal.

The processing facility is designed to include an oversized scrubber. We have also included in the design a secondary scrubber to further reduce any odor that may result from the process.

The engineers for the project building are:

Foundation Engineer -  
Ben Oien  
16922 Hansen Dr  
Eagle River, AK 99577  
907-694-0507

Structural Engineer -  
Rama Adhikary  
303 Halton Rd  
Syracuse, NY 13224  
303-304-0946

We are submitting this via email and mailing a check for the fees. If you have any questions please feel free to contact me at [jeff.backlund@oceanbeauty.com](mailto:jeff.backlund@oceanbeauty.com) or 206 465-4853.

Regards,



Jeff Backlund

**SITE PLAN REVIEW - ZONING APPLICATION  
CITY OF CORDOVA**

**INSTRUCTIONS**

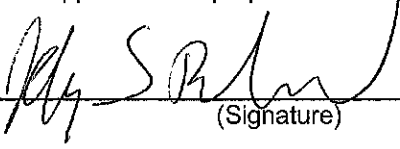
*Print or type requested information. Incomplete applications will be returned to the applicant and will delay the processing of your request. All applications must be filed with the Planning Department **21 days prior to** the next Planning Commission meeting date.*

TYPE OF REQUEST		FEE
	Site Plan Review	varies
	Residential	\$50
	Multi-Family	\$100
x	Commercial	\$150
x	Industrial	\$200

APPLICANT INFORMATION	
Name	Jeff Backlund
Address	1100 West Ewing Street, Seattle, WA 98119
Telephone [home]	206 270-3470
Business Name	Ocean Beauty Seafoods, LLC
Business Address	1100 West Ewing Street Seattle, WA 98119
Telephone [business]	206 285-6800
Business FAX	206 770-7202
Project architect/engineer	See attached letter
Address of architect/engineer	
Telephone of architect/engineer	

PROPERTY/PROJECT INFORMATION	
Address of subject property	301 Jim Poor Lane Cordova, AK 99574
Parcel identification number	Lot 1 Block 1 of Plat 68-304, ATS 220
Property owner [name/address]	Ocean Beauty Seafoods, LLC
Current zoning	
Proposed use	Fish Oil and Fish Meal production facility
Construction start date	1/2/2016
WAA	

ZONING APPLICATION	
Owner of property (If different than applicant). If multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheet if necessary.	N/A
Real Estate Firm/Broker handling sale of property. Provide name and address. <b>Note:</b> <i>If you do not own the property, you must provide a copy of a Purchase Agreement or instrument acceptable to the city indicating the owner is fully aware of, and in agreement with, the requested action.</i>	N/A
City Business License Permit Number (if applicable)	

APPLICANT CERTIFICATION	
<p>By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate. Furthermore, I (we) hereby authorize the City and its representatives to enter the property associated with this application for purposes of conducting necessary site inspections.</p>	
By: <u></u> (Signature)	By: _____ (Signature)
Name: <u>Jeffrey S. Backlund</u> (Type/Print)	Name: _____ (Type/Print)
Date: <u>11/20/2015</u>	Date: _____
<p><b>Appeal Procedures:</b> A decision of the Planning Commission may be appealed to the Board of Adjustment. An appeal must be filed in writing with the City Clerk within ten (10) days of the decision. In accordance with the procedures outlined in Section 18.64.030 of the City of Cordova Zoning Code.</p>	

CITY USE ONLY - PLEASE DO NOT WRITE IN THIS SECTION	
ITEM	ACTION
Date application received:	
Fee paid:	
Does application require a public hearing?	
Planning Commission:	
City Council:	
Staff review date/reviewer name:	
Planning Commission final action:	
City Council final action:	
Other:	

**SITE PLAN REVIEW 18.42**

A zoning compliance permit for property within the City of Cordova **expires eighteen (18) months after the date it is issued.** Excavation is not considered construction.

1. Please describe the proposed construction/alteration and intended use: \_\_\_\_\_  
Construction of a building and fishoil/meal facility

2. Please give dimensions and square footage of construction: 50x100 plus 20x20 total 5400 sqft

3. Intended use: { }Single Family { }Duplex { }Multifamily {x}Commercial/Industrial  
{ }Home Occupation (describe) \_\_\_\_\_ { }Mobile Building { }Change of use

4. No. of Living Units: 0 5. No. of Bedrooms: 0

6. Has a variance been granted? { }Yes { }No

7. Is there a new: { }Garage? { }Carport? No Is it attached to the residence? { }Yes { }No

8. Is there an apartment above the garage? { }Yes { }No

9. Off-street parking: Existing X Proposed \_\_\_\_\_

10. Required Setbacks: Front \_\_\_\_\_ Left Side \_\_\_\_\_ Right side \_\_\_\_\_ Rear \_\_\_\_\_ Height \_\_\_\_\_

11. Proposed Setbacks: Front \_\_\_\_\_ Left Side \_\_\_\_\_ Right side \_\_\_\_\_ Rear \_\_\_\_\_ Height \_\_\_\_\_

12. Sewage Disposal:  
{ }Private marine outfall: {x}Existing { }New Specify owner/location: \_\_\_\_\_  
{ }Private on-site sewer: { }ADEC Certification Attached

*NOTE: Property owners with a private system need an ADEC permit showing sewer system is operational before Permit can be issued. Please contact ADEC at (907) 225-6200*

13. Water supply: { }Cistern (show on site plan) {x}City

14. Is the construction occurring on a grandfathered structure (build prior to August 7, 1967)? No

15. Is there a building currently on the property? {x}Yes { }No building will be removed  
If YES, an As-built survey must be attached.

16. Which licensed surveyor will be doing your foundation/as-built Survey? \_\_\_\_\_

17. Is your driveway exit and adjoining roads shown on the site plan? {x}Yes { }No  
Are you building a new driveway that exits onto a State road or highway? { }Yes {x}No  
If YES, an ADOT Driveway Permit is required. (See bottom page 4)

18. Does this property contain drainages, creeks, wetlands, or other water features? { }Yes {x}No  
Does your lot abut salt water? {x}Yes { }No  
Have you or will you be using fill to develop your lot? { }Yes { }No

*(If you answered YES to any of the above three questions, you may need to contact the U.S. Army Corps of Engineers or other State agencies about additional permitting requirements.. Please see Planning staff for information.)*

19. Is this permit for a tax-exempt use? { }Yes { }No

20. Has a Conditional Use Permit been issued? { }Yes { }No

21. Is this permit for a mobile building? { }Yes {x}No  
Year \_\_\_\_\_ Model \_\_\_\_\_ Serial No. \_\_\_\_\_

22. Is your property within a Flood Plain or Coastal Zone? (see staff for interpretation) \_\_\_\_\_  
Elevation Certificate/Flood Hazard form attached

**APPLICATION INFORMATION**

**Parking:** Each residential dwelling unit must have at least two (2) vehicular off-street parking spaces. Parking is permitted in the setbacks. The number of parking spaces required for public, commercial, or industrial uses can be determined by consulting the Planning Department.

**Water and Sewer:** Applicants must obtain a water/sewer application from City Hall. Fees vary.

**Sewage Disposal:** All proposed sewage systems outside of City Limits (unrestricted district) must be designed by a registered professional engineer. The engineer must submit the proposed design to the Department of Environmental Conservation (DEC) for approval. A DEC "Certificate to Install" must be attached to the zoning permit application.

**Site plan, Building Height, and Building plan:** *Two copies* of a site, building height, and building plan, *drawn to scale (1"=x')*, must be submitted with the application. Plans must show all property lines, roads or water ways abutting the lot, the water tank, sewer lines, drain fields (if applicable), proposed setback distances, and parking areas. Plans should identify existing or proposed foundation location and extensions beyond the foundation, landings, decks, porches, and overhangs.

Please include a building height (elevation) drawing. *As-built surveys* prepared by a licensed land surveyor to establish the location of existing improvements on the property must be submitted within 60 days of issuance of Zoning Permit. Building without an as-built survey is done at your own risk.

**Snow and Wind loads:** 150 lbs. per square foot ground snow load and 100 mph wind load

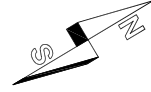
**Lot and Yard Regulations:** Cornices, canopies, eaves or other similar architectural features not providing additional floor space within the building may extend into a required yard not to exceed two ft.

**Seismic Zone:** D

**State-Owned Roads in Cordova**

Lake Avenue  
Power Creek Road  
Copper River Highway/New England Cannery Road  
Whitshed Road

- LEGEND**
- = FOUND 2" ALUMINUM CAP
  - = FOUND 5/8" REBAR
  - (R) = RECORD DIMENSION
  - (M) = MEASURED DIMENSION
  - (C) = CALCULATED DIMENSION



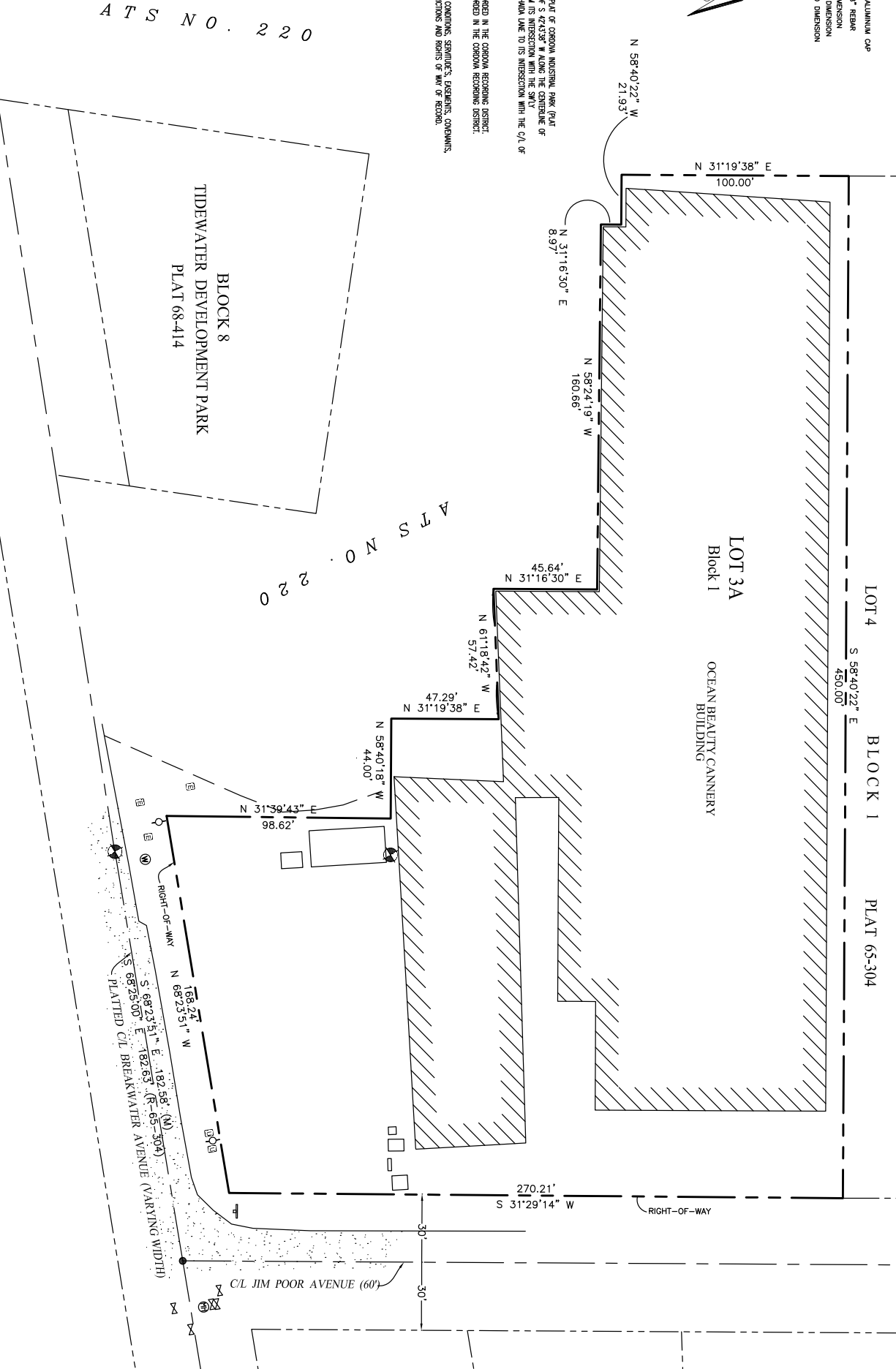
**NOTES:**

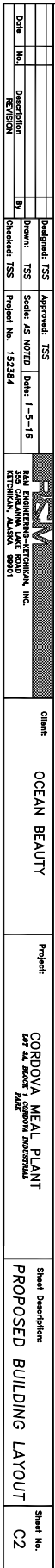
BASE OF BEARING-PLAT OF CORDOVA INDUSTRIAL PARK (PLAT 65-304) BEARING-PLAT OF S 42°23'39" W ALONG THE CORNERLINE OF CORDOVA INDUSTRIAL PARK BEARING-PLAT OF S 42°23'39" W RIGHT-OF-WAY OF HADA LANE TO ITS INTERSECTION WITH THE C/L OF WARDEN WAY.

REFERENCE:  
RECORDED IN THE CORDOVA RECORDING DISTRICT  
PLAT 68-414, RECORDED IN THE CORDOVA RECORDING DISTRICT.

NOTES:  
1. SUBJECT TO ALL CONTINGING SERVICES, EGRESS, CONDUITS, REVISIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

Drawn: TSS	Approved: TSS	Client: OCEAN BEAUTY	Project: CORDOVA MEAL PLANT	Sheet Description: EXISTING CONDITIONS	Sheet No. C1
By: TSS	Scale: AS NOTED	Drawn: TSS	For AL 2008 PLAT		
Checked: TSS	Project No. 152300	DESIGNER: H&M ASSOCIATES, INC. 355 CALAMINA LANE SUITE 200 KETCHIKAN, ALASKA 99901			
Revision:					

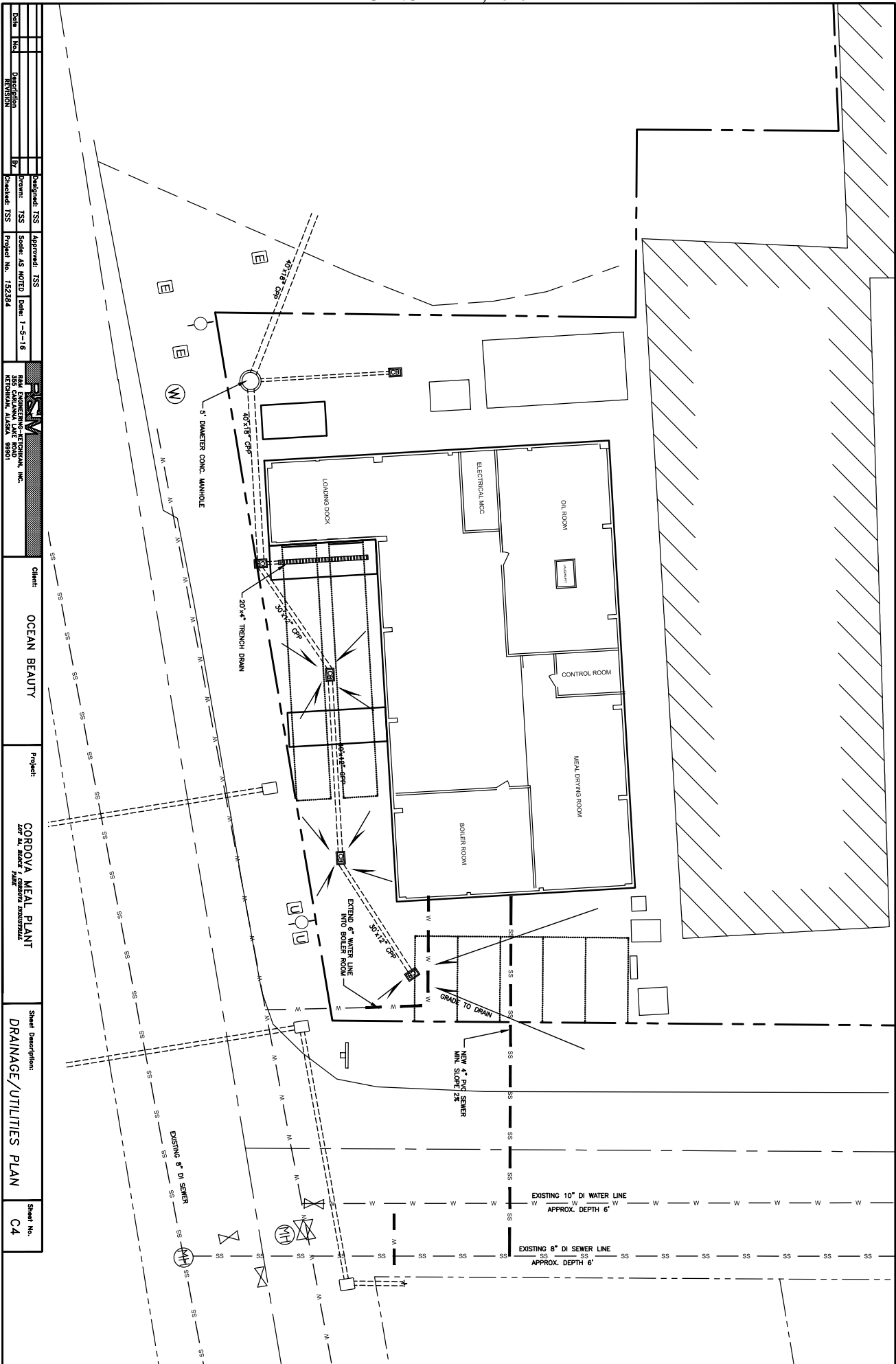


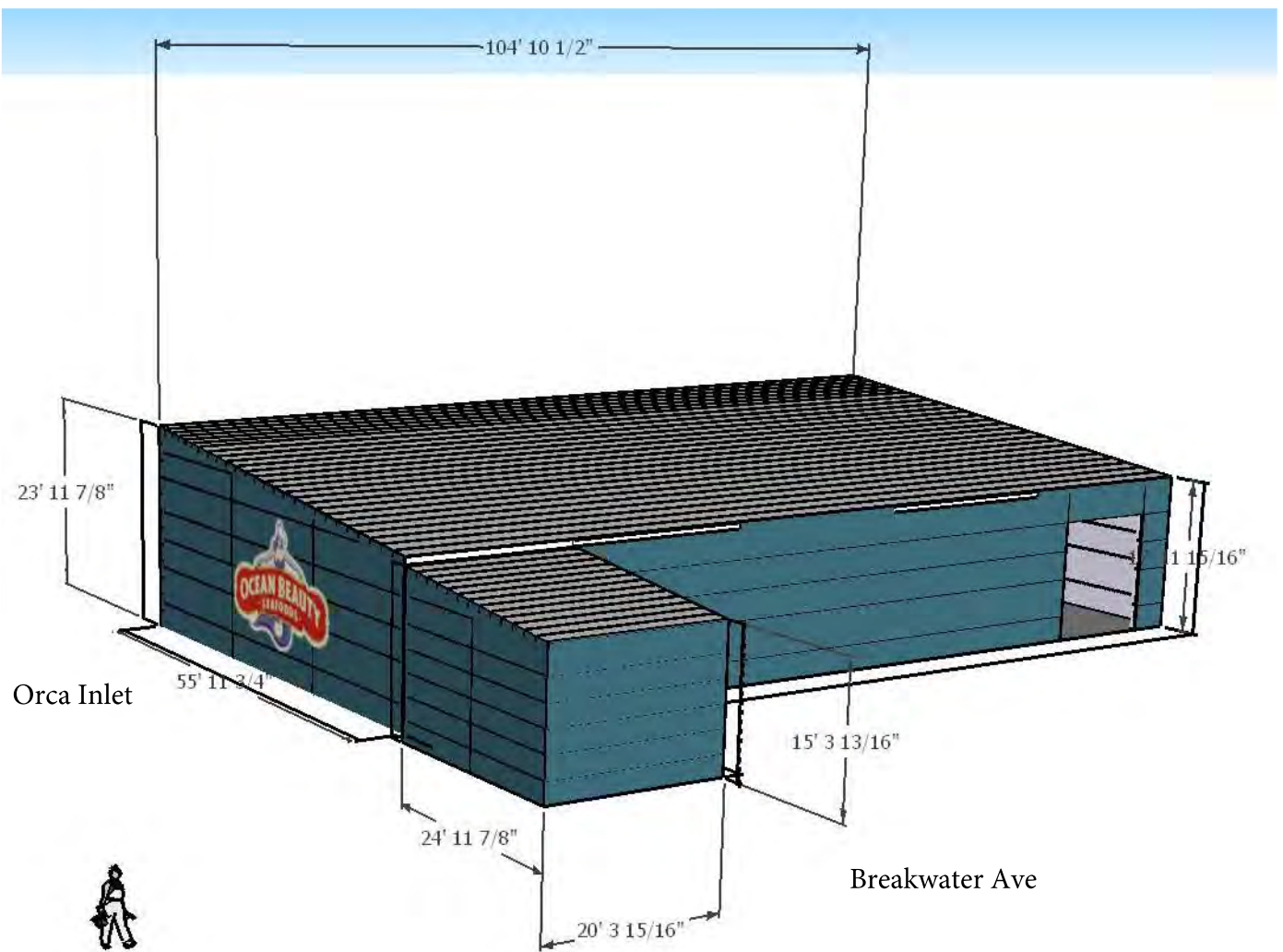




**JANUARY 12, 2016**









Breakwater Ave

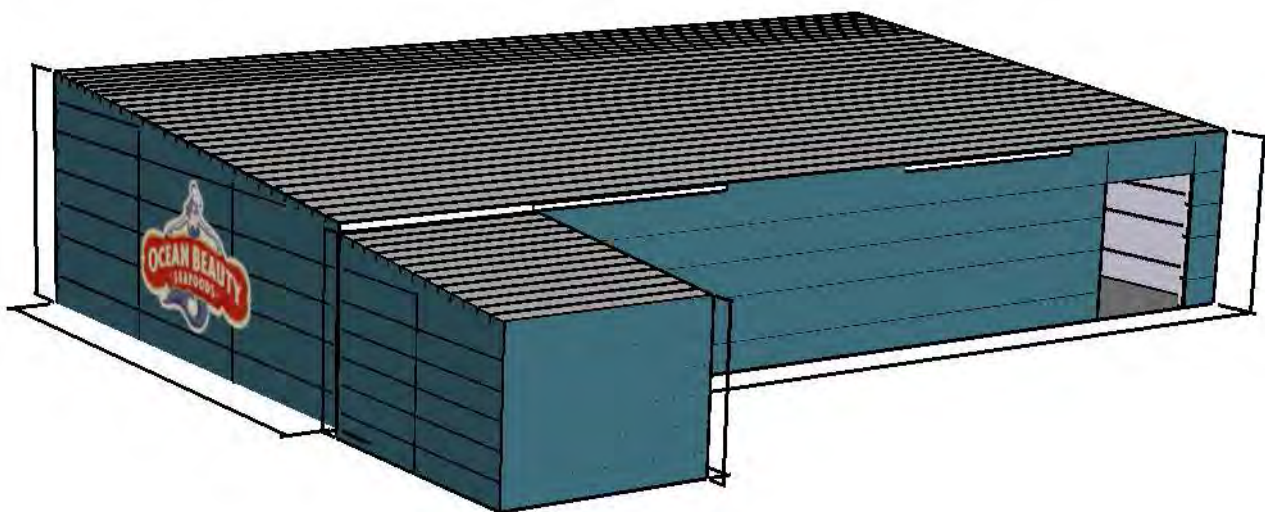
Jim Poor  
Ave

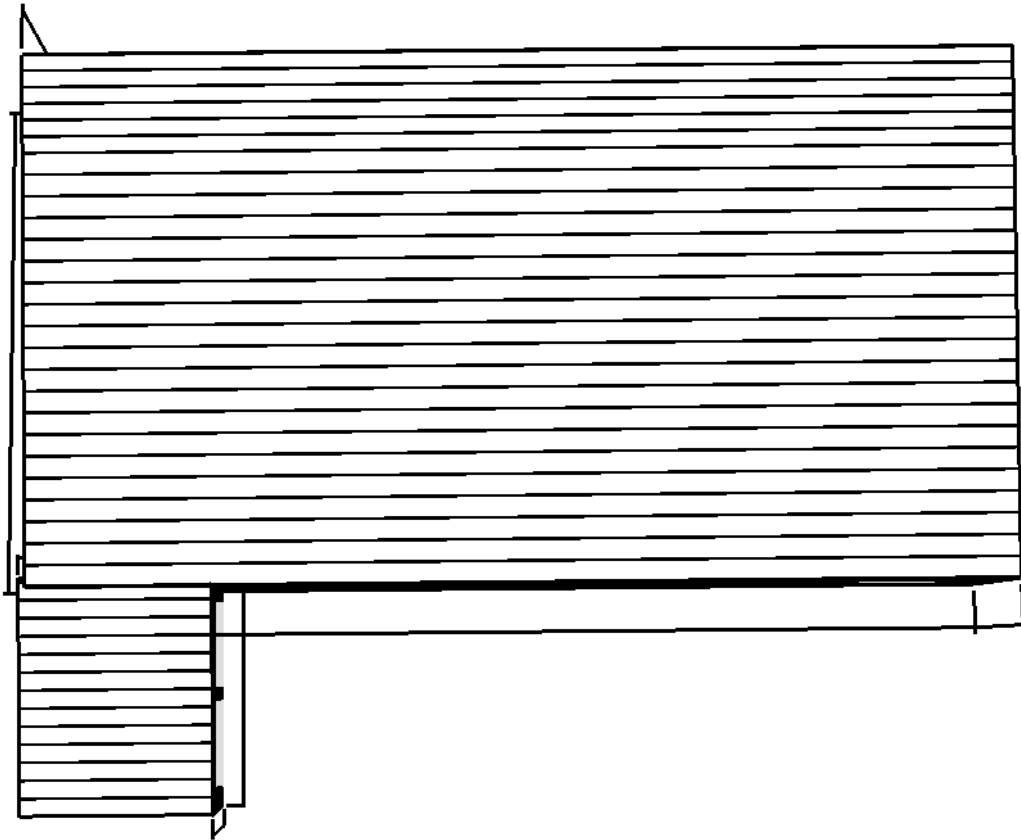


Jim Poor Ave



Orca Inlet







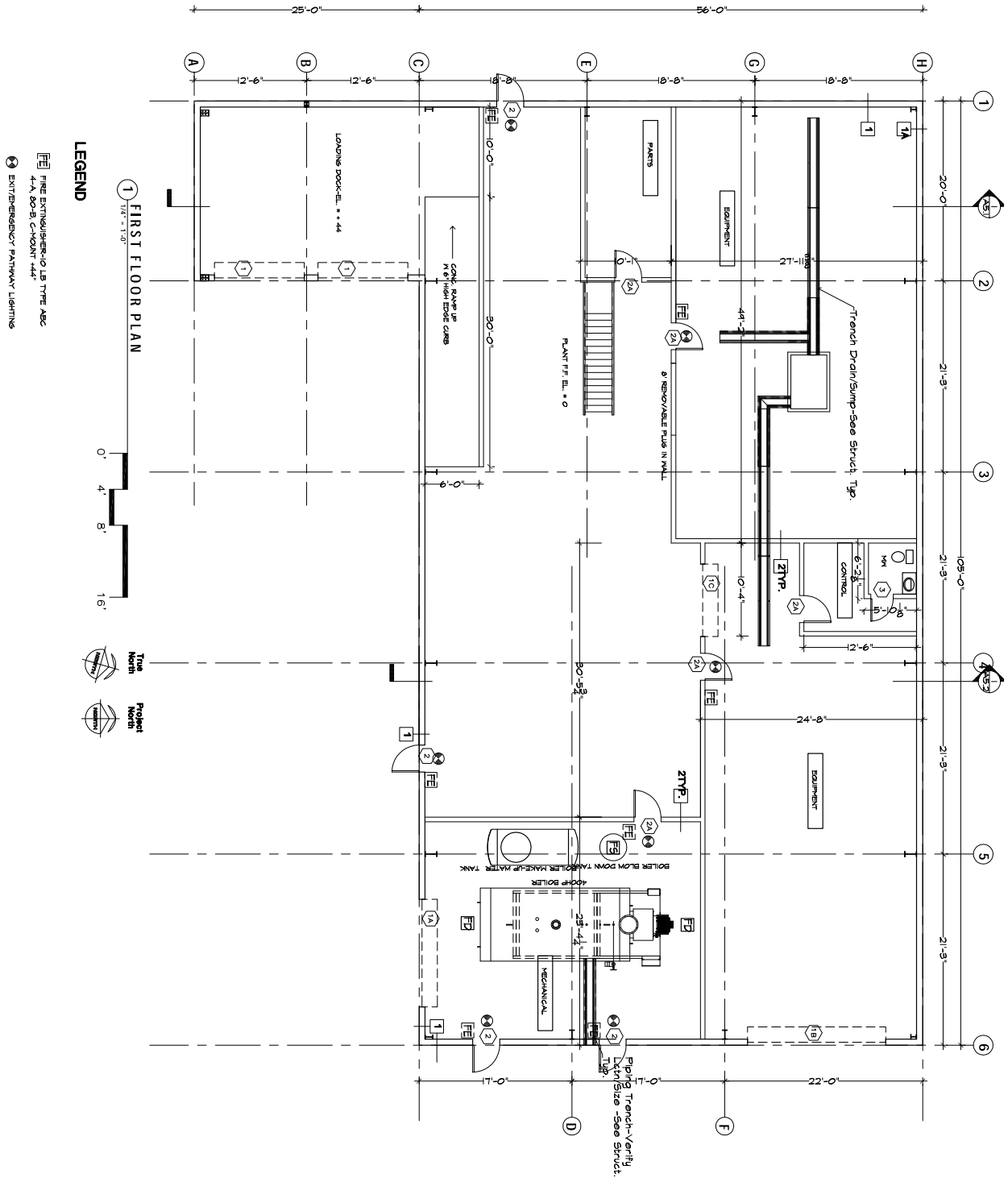






spa

date 12.01.15  
time 07:04.3



A-3.0

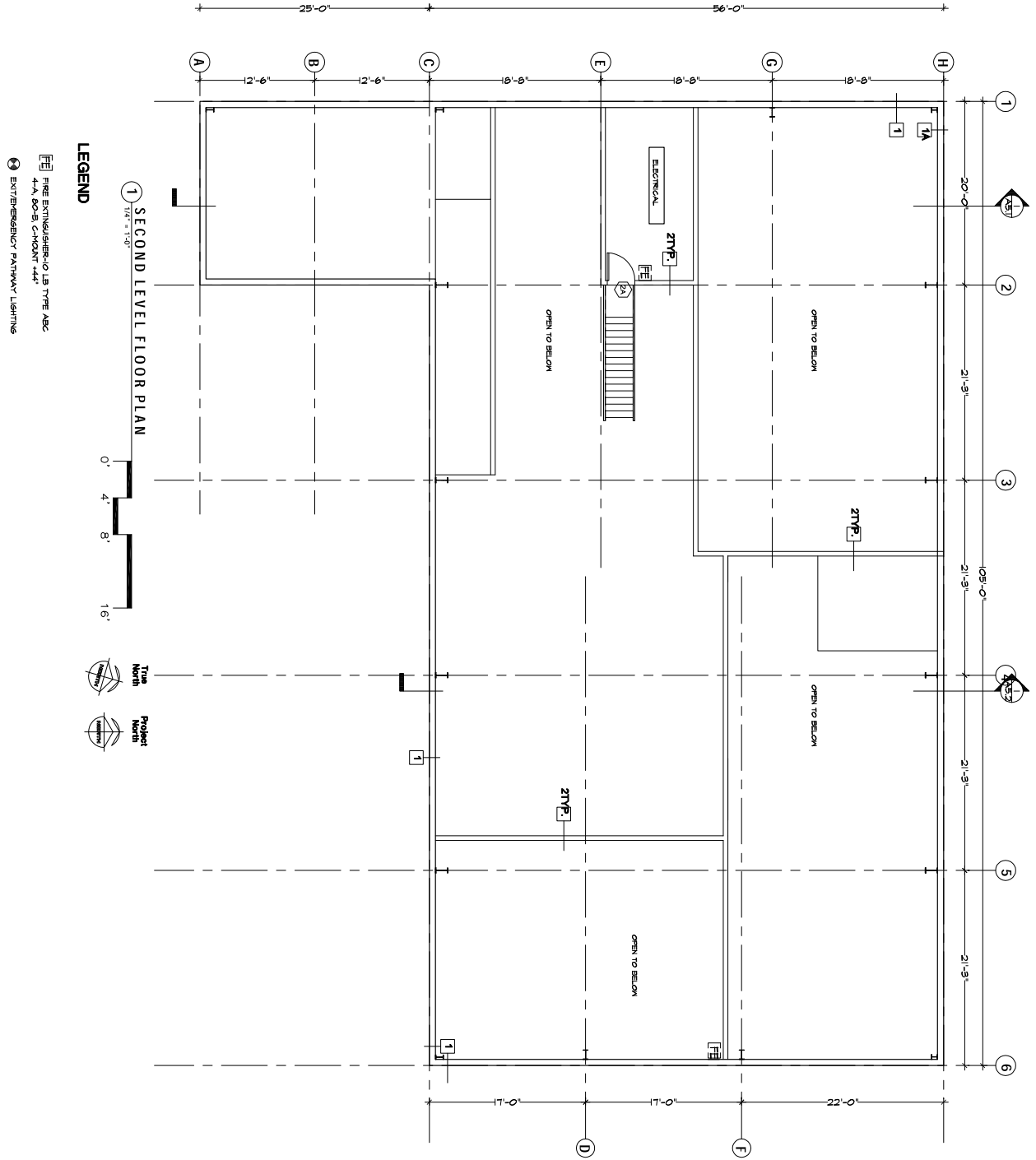
**Meal Plant**  
Ocean Beauty Seafoods  
301 Jim Poor Lane, Cordova, Alaska



stephen peters  
architects  
**spa**

702 water st.  
Cordova, AK 99001  
tel: 907.247.7077  
fax: 907.247.7076

355  
04.15



A-3.1

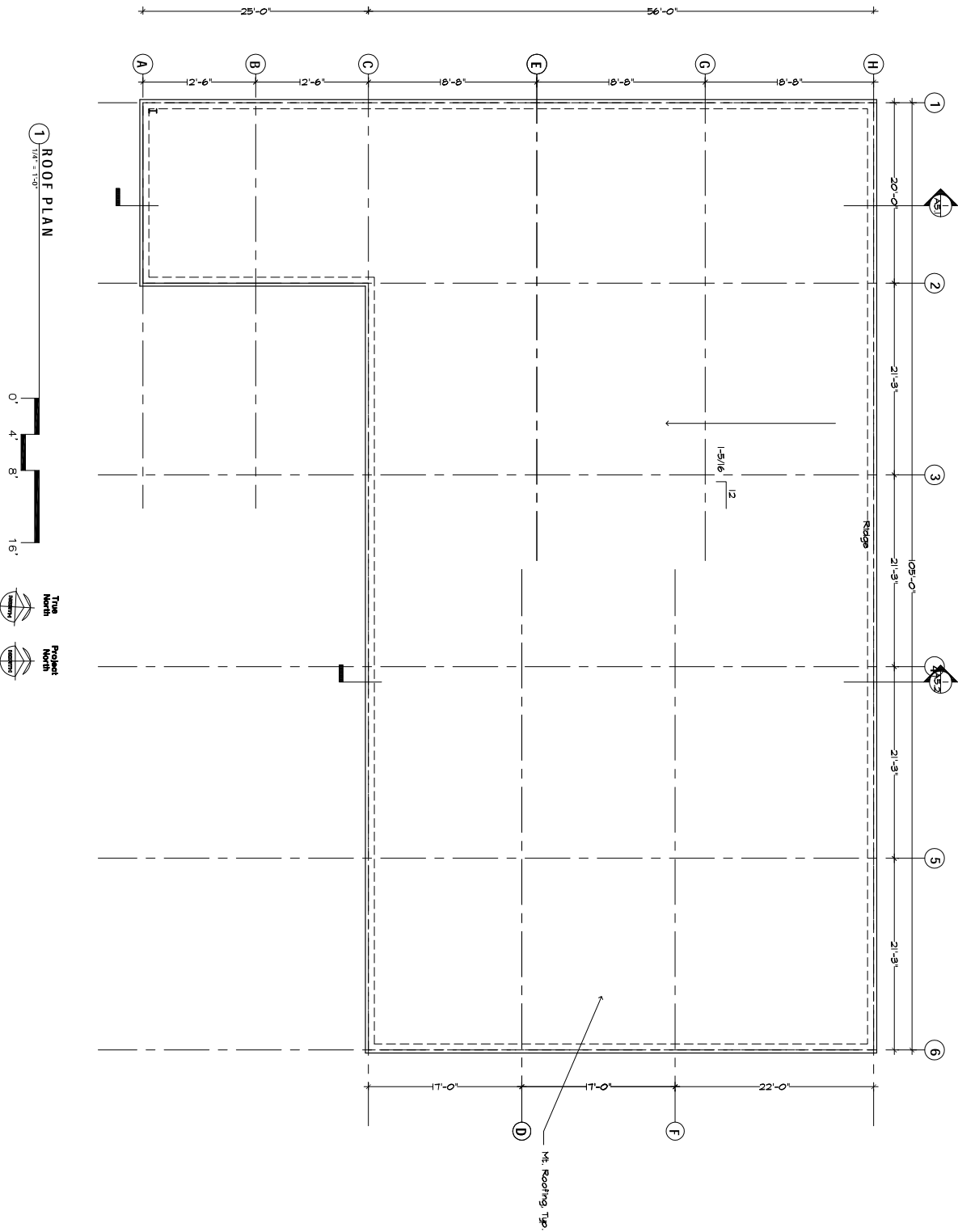
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04.15



A-3.2

**Meal Plant**  
Ocean Beauty Seafoods  
301 Jim Poor Lane, Cordova, Alaska



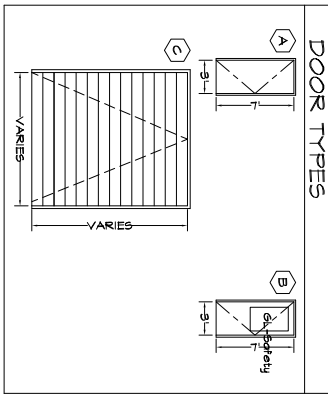
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architects  
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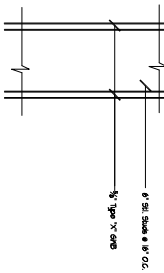
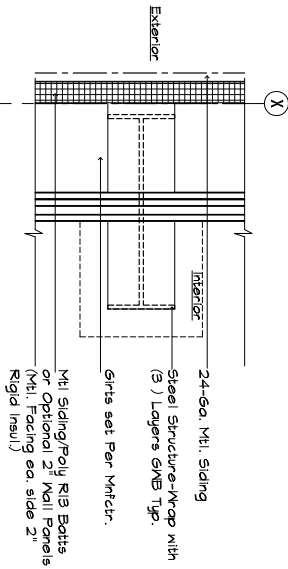
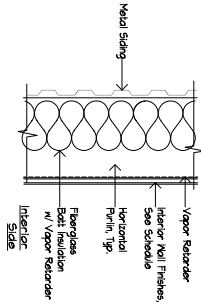
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DOOR SCHEDULE			
Size (W x H)	Type	Thick.	Frame Remarks
① 10'-0" x 10'-0"	C	-	
Ext. Overhead Door			
② 12'-0" x 14'-0"	C	-	
Ext. Overhead Door			
③ 16'-0" x 18'-0"	C	-	
Ext. Overhead Door			
④ 8'-0" x 12'-0"	C	-	
Int. Overhead Door			
⑤ 14'-0" x 16'-0"	C	-	
Ext. Overhead Door			
⑥ 8'-0" x 7'-0"	B	1 3/4"	
Ext. Pair/In/Out/Strip/Thrd/Lockset			
⑦ 5'-0" x 7'-0"	A	1 3/4"	1 HR FR @
Int. Lockset			
⑧ 2'-6" x 7'-0"	A	1 3/4"	M/E
Int. Lockset			

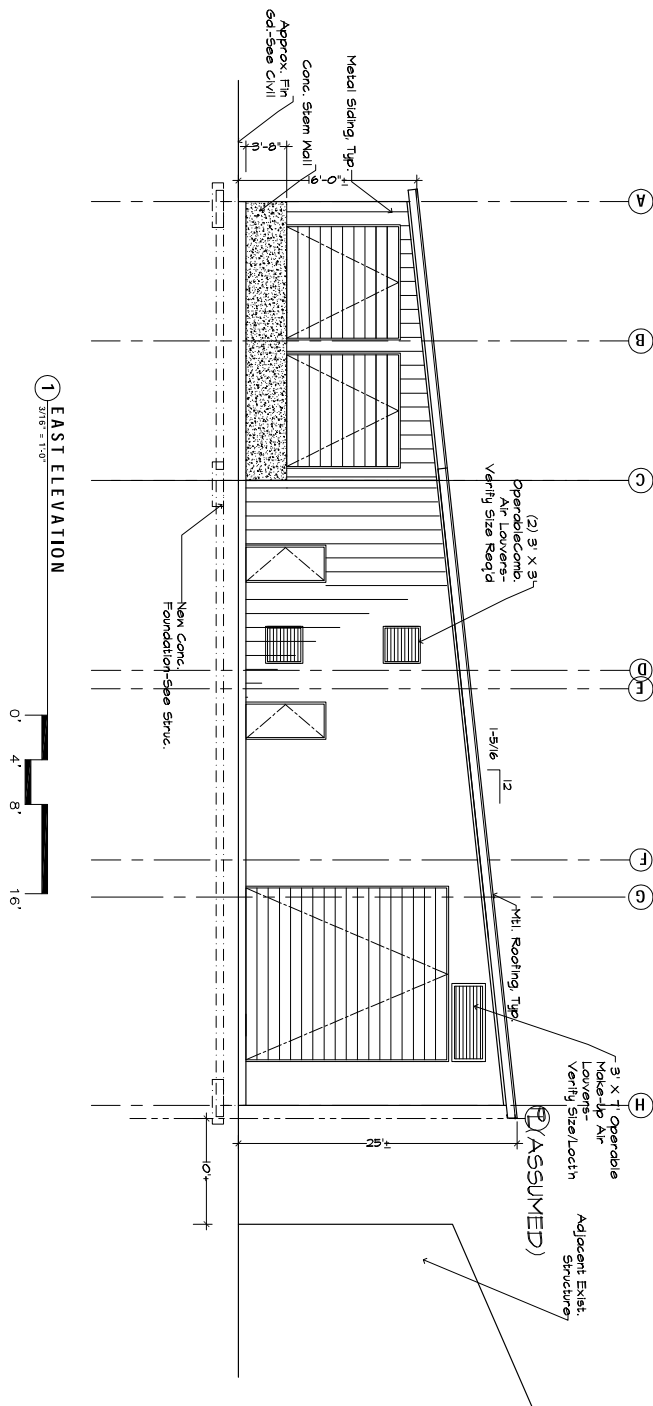
NOTE: All man doors ADA hardware typical



## WALL TYPES



- 2 TYP. Int. Rated Int. Wall Const.-BLDG 1  
1 HR. FR-6A File WP 1350



A-4.0

**Meal Plant**  
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301 Jim Poor Lane, Cordova, Alaska



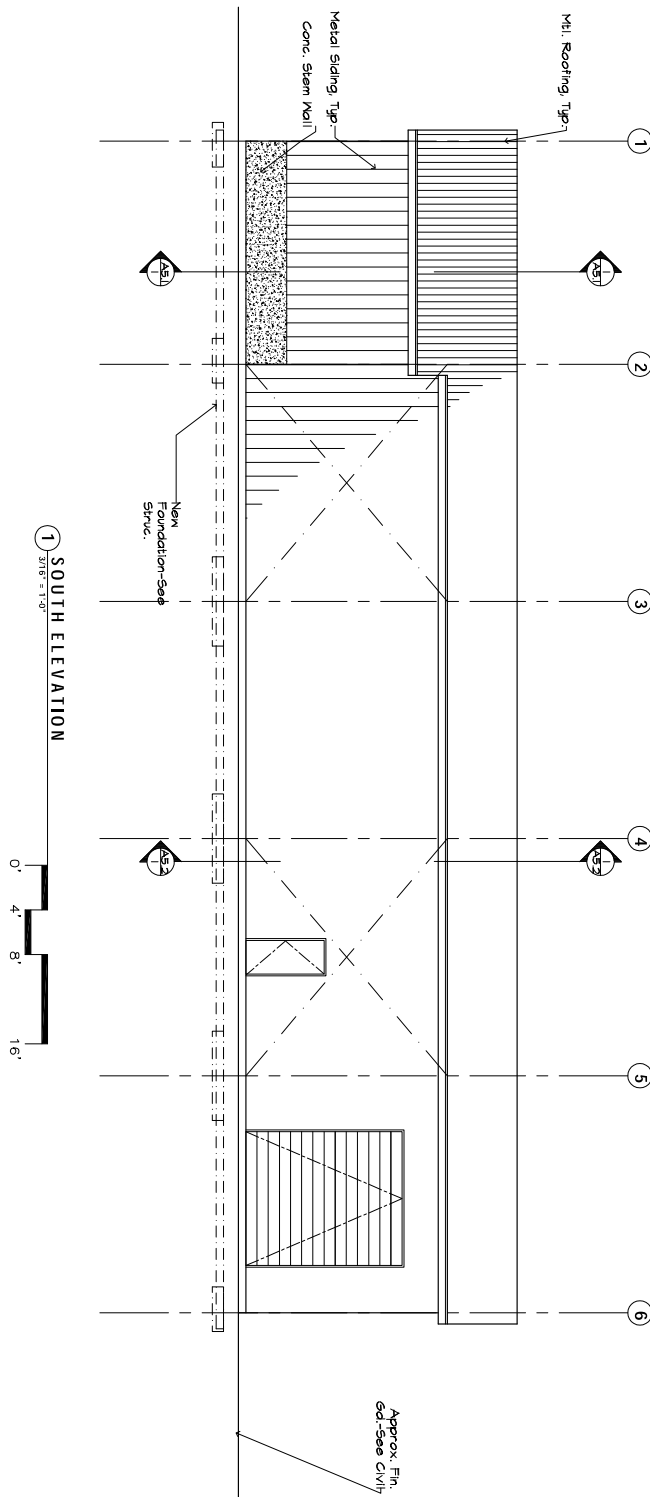
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architects

spa

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Cordova, AK 99001  
tel: 907.247.7077  
fax: 907.247.7076

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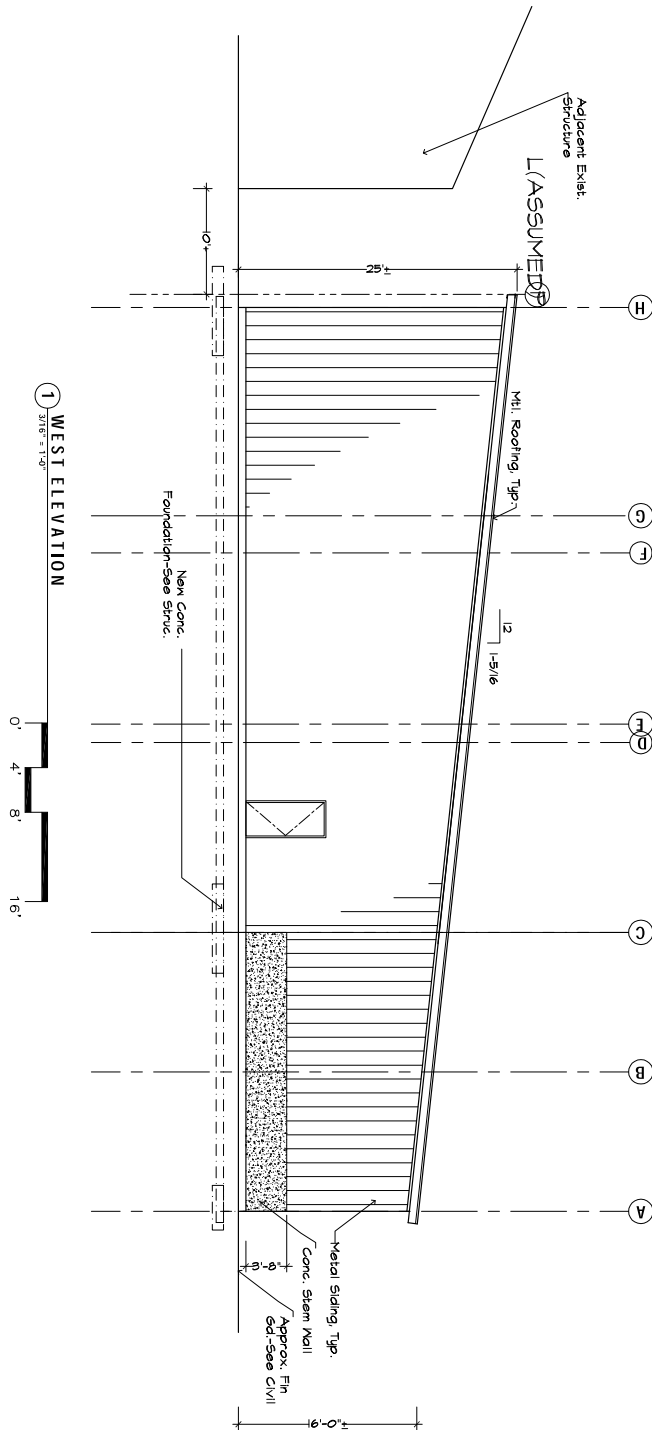
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architects  
**spa**

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tel. 907.247.7077  
fax. 907.247.7076

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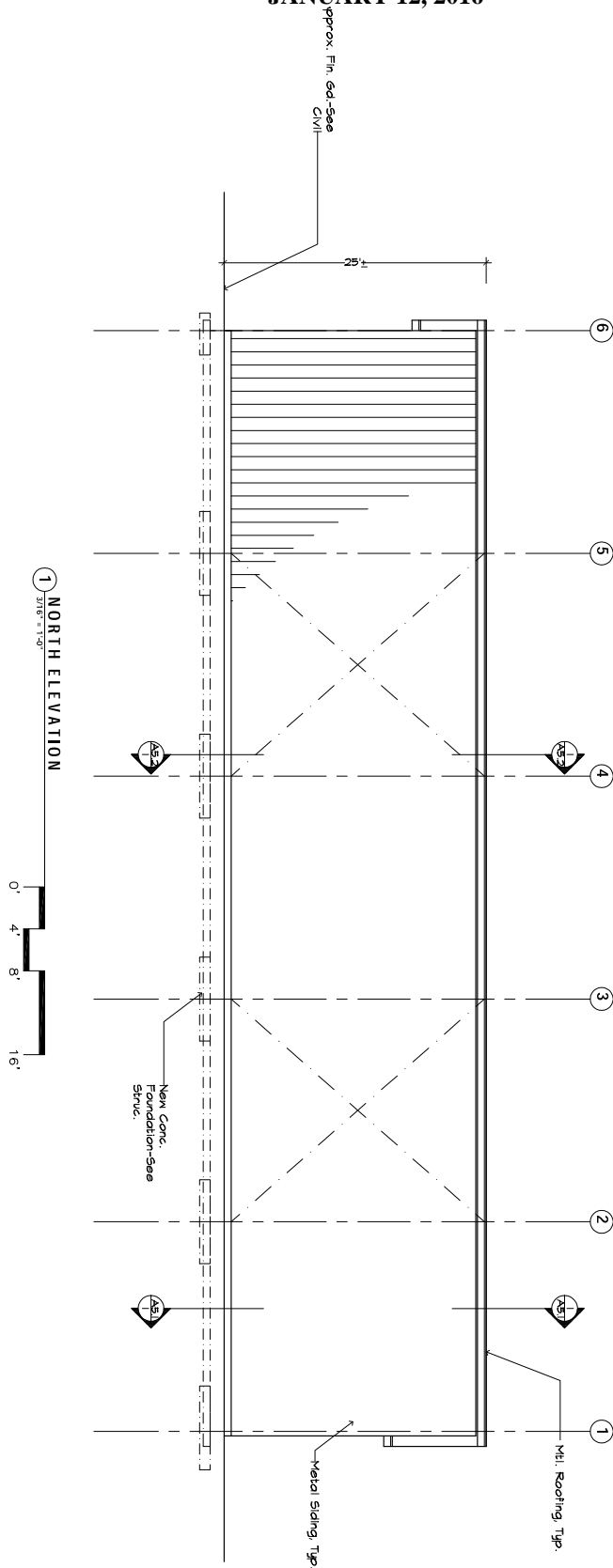
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A-4.3

**Meal Plant**  
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301 Jim Poor Lane, Cordova, Alaska

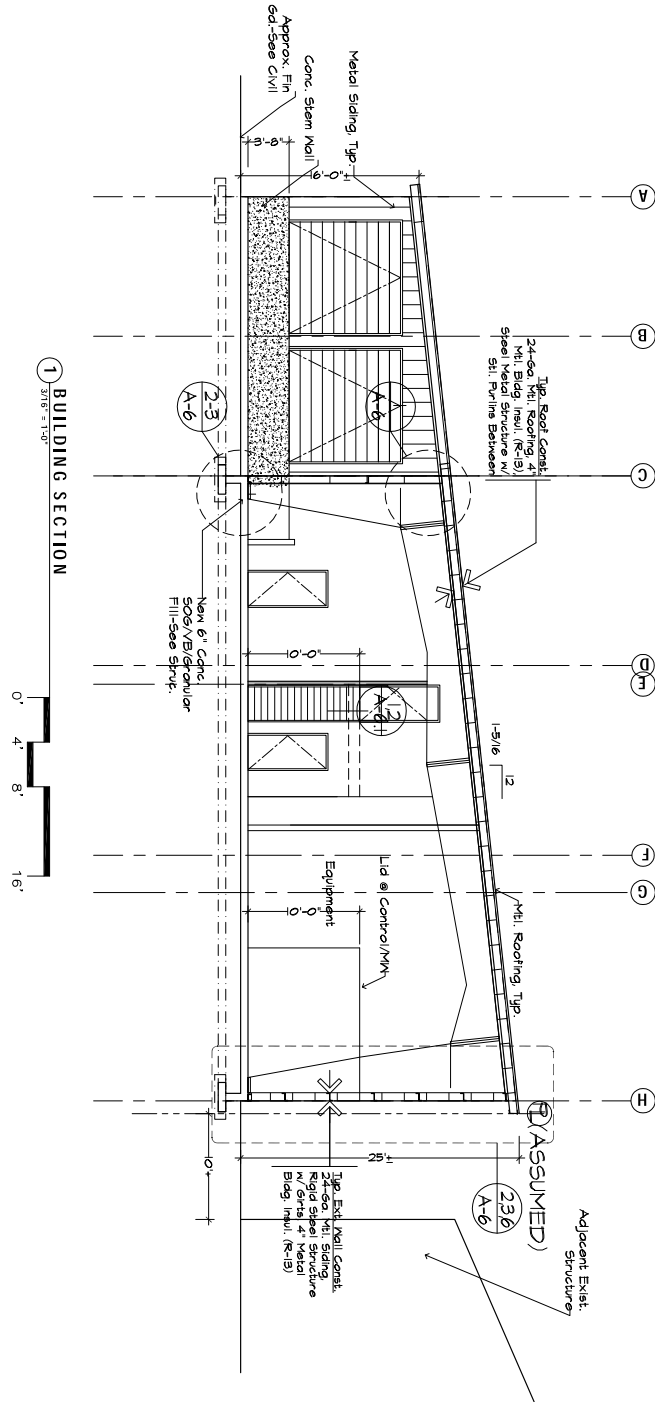


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0045





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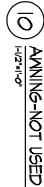
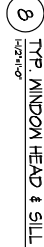
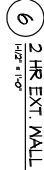
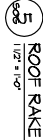
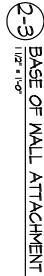
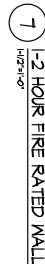
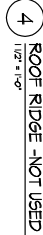
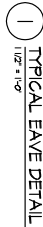
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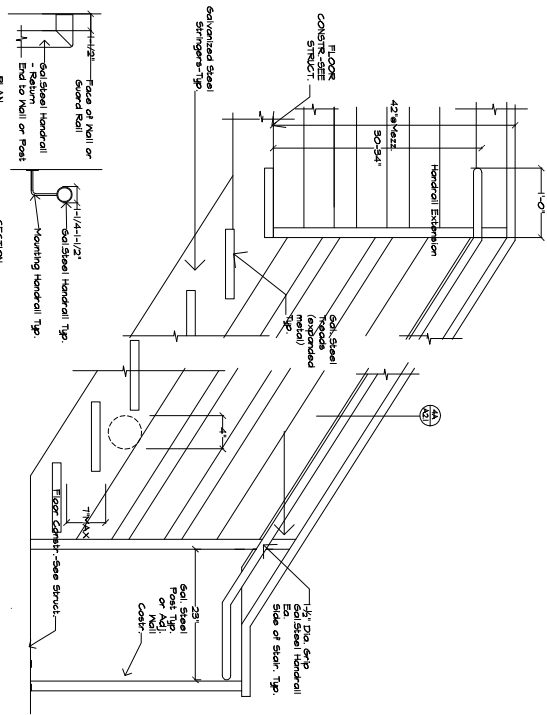


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702 water st.  
Cordova, AK 99001  
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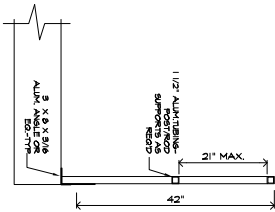
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4A TYP. HANDRAIL  
SCALE: 1/8"

1 STAIR DETAIL  
1/8" = 1'-0" MAX. SEE EXISTING DRAWINGS



2 GUARD DETAIL/EQUIPMENT  
1/8" = 1'-0" MAX. SEE EXISTING DRAWINGS

A-6.1

**Meal Plant**  
Ocean Beauty Seafoods  
301 Jim Poor Lane, Cordova, Alaska



stephen peters  
architects  
**spa**

702 water st.  
kotikuk, ak 99601  
tel: 907.247.7077  
fax: 907.247.7076

date: 12.15  
rev: 010419

# Memorandum

**To:** Planning Commission  
**From:** Planning Staff  
**Date:** 1/7/16  
**Re:** Site Plan Review – Alpine Diesel

---

## **PART I – GENERAL INFORMATION**

Requested Actions: Site Plan Review  
Applicant: Alpine Diesel  
Owner Name: Jerry and Vicki Blackler  
Address: Boat Yard Haul Out  
Legal Description: A portion of Tract 1A of the Ocean Dock Subdivision #2  
Parcel Number: 02-052-304  
Zoning: Waterfront Industrial District  
Lot Area: 1.78 Acres, Lease Portion 8,640 sq. ft.

## **PART II – BACKGROUND**

*12/10/14* – At the Harbor Commission Regular meeting Jerry Blackler proposed his idea to the Harbor Commission.

*12/19/14* – At the Harbor Commission Special Meeting, the commission passed Resolution 12-14-03 supporting the proposed idea of a repair and maintenance facility.

*1/14/15* – At the Harbor Commission Regular Meeting Jerry Blackler presented plans to commission

*2/4/15* – The Harbor Commission hand an on-site workshop in the shipyard with Jerry Blackler to review plans and location.

*2/10/15* – At the Planning Commission Regular Meeting, the commission recommended to City Council to make a portion of Tract 1A of the Ocean Dock Subdivision #2 Available. They also recommended to City Council to dispose of a portion of Tract 1A of the Ocean Dock Subdivision #2 by negotiating a lease agreement with Alpine Diesel LLC.

*2/18/15* – At the City Council Regular Meeting, the council made a portion of Tract 1A of the Ocean Dock Subdivision #2 available on the 2015 land disposal maps. Council also voted to put a portion of Tract 1A of the Ocean Dock Subdivision #2 out for proposals. Council directed staff to add these four criteria to the RFP: 1) A long term lease; 2) vessel maintenance building; 3) how applicant will comply with applicable environmental laws; and 4) how will the applicant indemnify the city for any liability.

*5/19/15* – At the Planning Commission Regular Meeting, the proposal from Alpine Diesel was discussed and recommend to City Council by a 7-0 vote.



**6/3/15** – At the City Council Regular Meeting, the recommendation from the Planning Commission was presented and the proposal was discussed. City Council directed the City Manager to enter into a 20 year lease agreement with Alpine Diesel LLC.

**6/17/15** – At the City Council Regular Meeting, the council approved the first reading of the Ordinance for the lease.

**7/1/2015** – At the City Council Regular Meeting, the council approved the second reading of Ordinance

The land disposal process has been completed and a lease contract is in place. Alpine Diesel is proposing to construct a vessel maintenance facility for use by boat owners.

### **PART III – REVIEW OF APPLICABLE CRITERIA & SUGGESTED FINDINGS**

#### **Chapter 18.33 ZONING – WATERFRONT INDUSTRIAL DISTRICT**

The development of vessel maintenance building is a permitted use in this district.  
A Site Plan Review is required in the Waterfront Industrial District.

#### **Section 18.42.010 ZONING – SITE PLAN REVIEW – Purpose.**

*Whenever required by this code or the city council, a site plan review shall be completed by the planning commission with a recommendation to the city council. Prior to the issuance of a building permit, the city council must approve the site plan for the project.*

#### **Section 18.42.030 ZONING – SITE PLAN REVIEW – Required Information.**

*The site plan to be submitted as required herein shall contain the following information. If any of the information requested herein is not applicable to a given project, the reasons for the non-applicability of the information requested shall be stated in the site plan:*

- 1. Name, address and phone number of owner/developer;*
- 2. Legal description of property;*
- 3. A scale of not less than 1" = 20';*
- 4. Date, north point and scale;*
- 5. The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties;*
- 6. The zoning and siting of all structures on the subject property and abutting properties;*
- 7. The location of each proposed structure in the development area, the use or uses to be contained therein, the number of stories, gross building area, distances between structures and lot lines, setback lines and approximate location of vehicular entrances and loading points;*
- 8. The location of all existing and proposed drives and parking areas with the number of parking and/or loading spaces provided and the location and right-of-way widths of all abutting streets;*
- 9. Location and height of all walls, fences and screen plantings, including a general plan for the landscaping of the development and the method by which landscaping is to be accomplished and be maintained;*
- 10. Types of surfacing, such as paving, turfing or gravel to be used at the various locations;*
- 11. A grading plan of the area demonstrating the proposed method of storm drainage;*
- 12. Size and location of proposed sewer and water lines and connections;*
- 13. Front and side elevations of proposed structures;*
- 14. Exterior finish and color.*

Attached are the Site plan drawings and application.

Chapter 18.48 ZONING – OFF-STREET PARKING, LOADING AND UNLOADING

Manufacturing uses require “One parking space for every one thousand square feet of gross building area.”

The attached drawings show 12 parking spaces 10 feet wide by 24 feet long. The gross floor space is 8,640 square feet.

Chapter 18.33.060 Setbacks

*A. Minimum Setbacks.*

- 1. Front yard-Twenty feet.*
- 2. Side yard and rear yard: subject to Uniform Building Code regarding fire walls and separation of buildings.*

A Fire Life and Safety Application has been submitted and is being reviewed. Front and side setbacks are shown in drawings and meet requirements.

Alpine Diesel will have stamped engineer drawings including snow and wind load. The Fire Marshal is requiring the drawings but due to the holiday season, the documents will not be ready for Planning Commission meeting.

Alpine diesel will provide the stamped drawing and approved Fire and Life Safety Plan with Building Permit Application.

**PART IV – SUGGESTED SPECIAL CONDITIONS**

1. The Planning Department must be in receipt of an approved Plan Review from the State of Alaska Fire Marshal prior to issuance of a Building Permit.

**PART V – SUGGESTED MOTION**

“I move that the Planning Commission recommend to the City Council to approve the Site Plan Review requested by Alpine Diesel to construct a vessel maintenance facility on a portion of Tract 1A of the Ocean Dock Subdivision #2 based on the findings and with the special conditions as contained in the staff report.”

Attachment A – Location Map



## ALPINE DIESEL LLC

---

JERRY BLACKLER, owner  
PO BOX 605  
CORDOVA AK 99574

907-424-7664  
907-424-7564 fax  
[docblack@ctcak.net](mailto:docblack@ctcak.net)

### Vessel Maintenance Building Additional information:

The container vans will be welded to concrete piling that has been buried horizontally 3' in the ground and welded together at all joints.

Liner - After the vans are in place and the cover is on we will excavate in between the vans. A Geotech fabric will be laid down and then a Poly-Urea coating will be sprayed on that. Once cured it will be covered with gravel forming a water tight seal.

Drainage - The elevation at the cleaning pad is +18'. The current elevation at proposed site is +20'. This information was found on the PND boat haulout facility plans. The water currently drains to the north and east. Jerry will monitor the monitor any additional water run-off and will work with Tony (harbormaster) if any additional fill or grading is needed.

Snow removal - We have our own equipment and will keep area cleaned.

Utilities - Electricity will come from New England Cannery Road, Clay Koplin has informed us that CEC may be doing upgrades in that area this summer.

Water & Sewer - This will come from the City lines that are in that area.

During the construction we will be working out of the container vans that are the bases for the canopy.

The canopy will be white, most of the vans are brown and the ones that aren't will be painted brown in the spring/summer.

We plan to start in mid-January by clearing out the dead boats that are currently on property. We will work with the harbormaster on this phase. The next phase will be to excavate and place the concrete pilings and place container vans. Once the canopy arrives it will be installed on top of containers.

**SITE PLAN REVIEW - ZONING APPLICATION  
CITY OF CORDOVA**

**INSTRUCTIONS**

Print or type requested information. Incomplete applications will be returned to the applicant and will delay the processing of your request. All applications must be filed with the Planning Department **21 days prior to** the next Planning Commission meeting date.

TYPE OF REQUEST	FEE
Site Plan Review	varies
Residential	\$50
Multi-Family	\$100
Commercial	\$150
<input checked="" type="checkbox"/> Industrial	\$200

**APPLICANT INFORMATION**

Name	JERRY & VICKI BLACKLER
Address	921 CENTER DRIVE PO BOX 605
Telephone [home]	907-424-7664
Business Name	ALPINE DIESEL LLC
Business Address	2000 WHITSHED RD.
Telephone [business]	907-424-7664
Business FAX	907-424-7564
Project architect/engineer	SELF
Address of architect/engineer	
Telephone of architect/engineer	

**PROPERTY/PROJECT INFORMATION**

Address of subject property	SW PORTION OF TRACT 1A-OCEAN DOCK SUB. #2 <sup>ADDITION</sup>
Parcel identification number	02-052-304
Property owner [name/address]	CITY OF CORDOVA
Current zoning	WATERFRONT INDUSTRIAL
Proposed use	VESSEL MAINTENANCE BUILDING
Construction start date	JANUARY 2016
WAA	



**SITE PLAN REVIEW 18.42**

A zoning compliance permit for property within the City of Cordova **expires eighteen (18) months after the date it is issued.** Excavation is not considered construction.

1. Please describe the proposed construction/alteration and intended use: CANOPY ON 40' CONTAINER VANS - VESSEL MAINTENANCE BUILDING

2. Please give dimensions and square footage of construction: 72' x 120'

3. Intended use: { } Single Family { } Duplex { } Multifamily ☒ Commercial/Industrial  
{ } Home Occupation (describe) \_\_\_\_\_ { } Mobile Building { } Change of use

4. No. of Living Units: \_\_\_\_\_ 5. No. of Bedrooms: \_\_\_\_\_

6. Has a variance been granted? { } Yes { } No

7. Is there a new: { } Garage? { } Carport? Is it attached to the residence? { } Yes { } No

8. Is there an apartment above the garage? { } Yes { } No

9. Off-street parking: Existing 0 Proposed 9

10. Required Setbacks: Front 20' Left Side 0 Right side 0 Rear 0 Height N/A

11. Proposed Setbacks: Front \_\_\_\_\_ Left Side \_\_\_\_\_ Right side \_\_\_\_\_ Rear \_\_\_\_\_ Height \_\_\_\_\_

12. Sewage Disposal:  
{ } Private marine outfall: ☒ Existing { } New Specify owner/location: \_\_\_\_\_  
{ } Private on-site sewer: { } ADEC Certification Attached

NOTE: Property owners with a private system need an ADEC permit showing sewer system is operational before Permit can be issued. Please contact ADEC at (907) 225-6200

13. Water supply: { } Cistern (show on site plan) ☒ City

14. Is the construction occurring on a grandfathered structure (build prior to August 7, 1967)? NO

15. Is there a building currently on the property? { } Yes ☒ No  
If YES, an As-built survey must be attached.

16. Which licensed surveyor will be doing your foundation/as-built Survey? N/A

17. Is your driveway exit and adjoining roads shown on the site plan? ☒ Yes { } No  
Are you building a new driveway that exits onto a State road or highway? { } Yes ☒ No  
If YES, an ADOT Driveway Permit is required. (See bottom page 4)

18. Does this property contain drainages, creeks, wetlands, or other water features? { } Yes ☒ No  
Does your lot abut salt water? { } Yes ☒ No  
Have you or will you be using fill to develop your lot? { } Yes ☒ No

(If you answered YES to any of the above three questions, you may need to contact the U.S. Army Corps of Engineers or other State agencies about additional permitting requirements.. Please see Planning staff for information.)

19. Is this permit for a tax-exempt use? { } Yes ☒ No

20. Has a Conditional Use Permit been issued? { } Yes ☒ No

21. Is this permit for a mobile building? { } Yes ☒ No  
Year \_\_\_\_\_ Model \_\_\_\_\_ Serial No. \_\_\_\_\_

22. Is your property within a Flood Plain or Coastal Zone? (see staff for interpretation) NO  
Elevation Certificate/Flood Hazard form attached

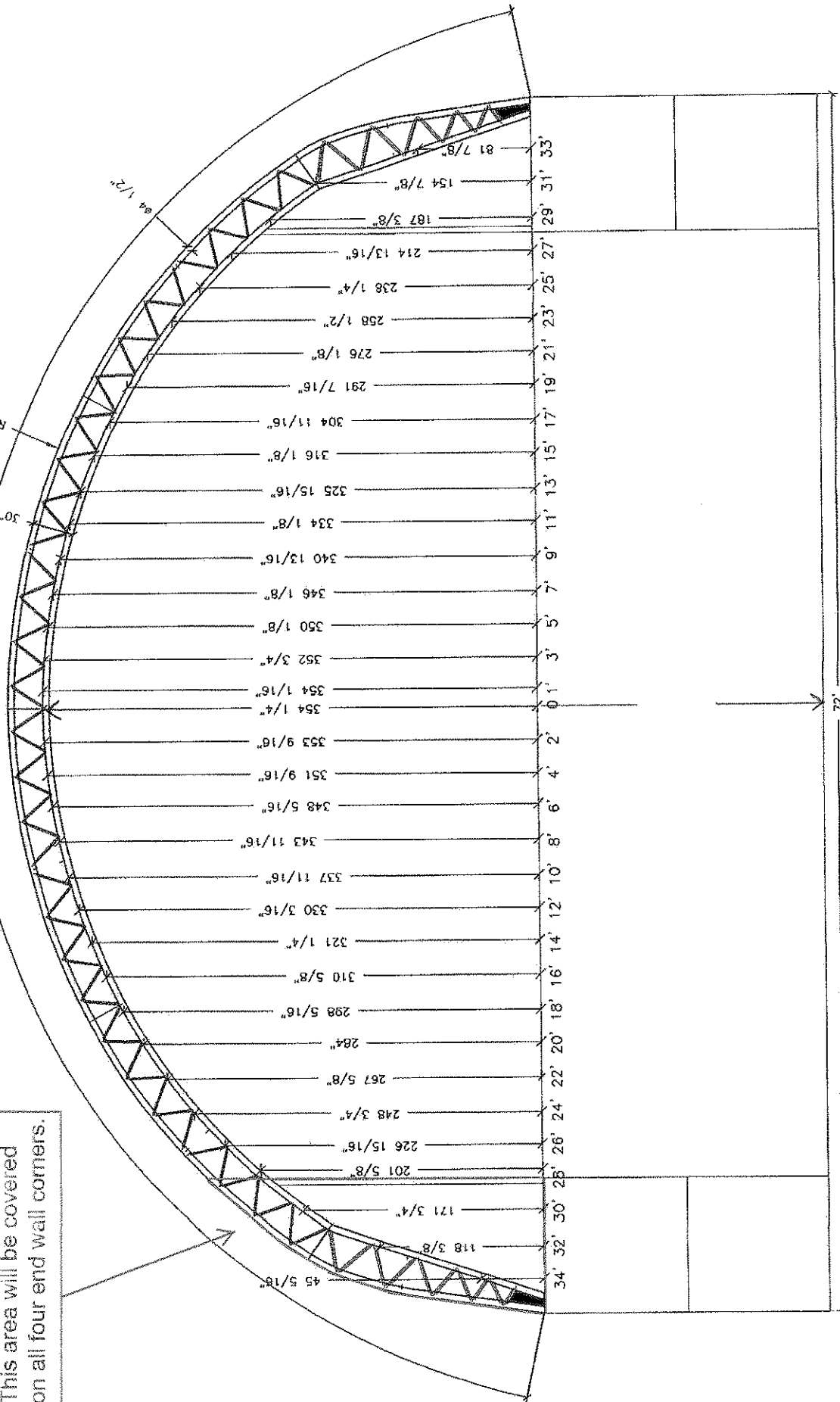
ZONING APPLICATION	
Owner of property (if different than applicant). If multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheet if necessary.	CITY OF CORDOVA
Real Estate Firm/Broker handling sale of property. Provide name and address. <b>Note:</b> <i>If you do not own the property, you must provide a copy of a Purchase Agreement or instrument acceptable to the city indicating the owner is fully aware of, and in agreement with, the requested action.</i>	_____
City Business License Permit Number (if applicable)	1891

APPLICANT CERTIFICATION	
<p>By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate. Furthermore, I (we) hereby authorize the City and its representatives to enter the property associated with this application for purposes of conducting necessary site inspections.</p>	
By: <u>Jerry Blackler</u> (Signature)	By: <u>Vicki Blackler</u> (Signature)
Name: <u>JERRY BLACKLER</u> (Type/Print)	Name: <u>VICKI BLACKLER</u> (Type/Print)
Date: <u>12-28-15</u>	Date: <u>12-28-15</u>
<p><b>Appeal Procedures:</b> A decision of the Planning Commission may be appealed to the Board of Adjustment. An appeal must be filed in writing with the City Clerk within ten (10) days of the decision. In accordance with the procedures outlined in Section 18.64.030 of the City of Cordova Zoning Code.</p>	
CITY USE ONLY - PLEASE DO NOT WRITE IN THIS SECTION	
ITEM	ACTION
Date application received:	
Fee paid:	
Does application require a public hearing? Planning Commission: City Council:	
Staff review date/reviewer name:	
Planning Commission final action:	
City Council final action:	
Other:	

72 x 120

106'-6 3/4" (1276 3/4")

This area will be covered  
on all four end wall corners.



CUSTOMER: Alaska Dreams Inc.

Cordova, Alaska

SIZE: 72' x 120'

DE

72 x 120

INSIDE PROFILE

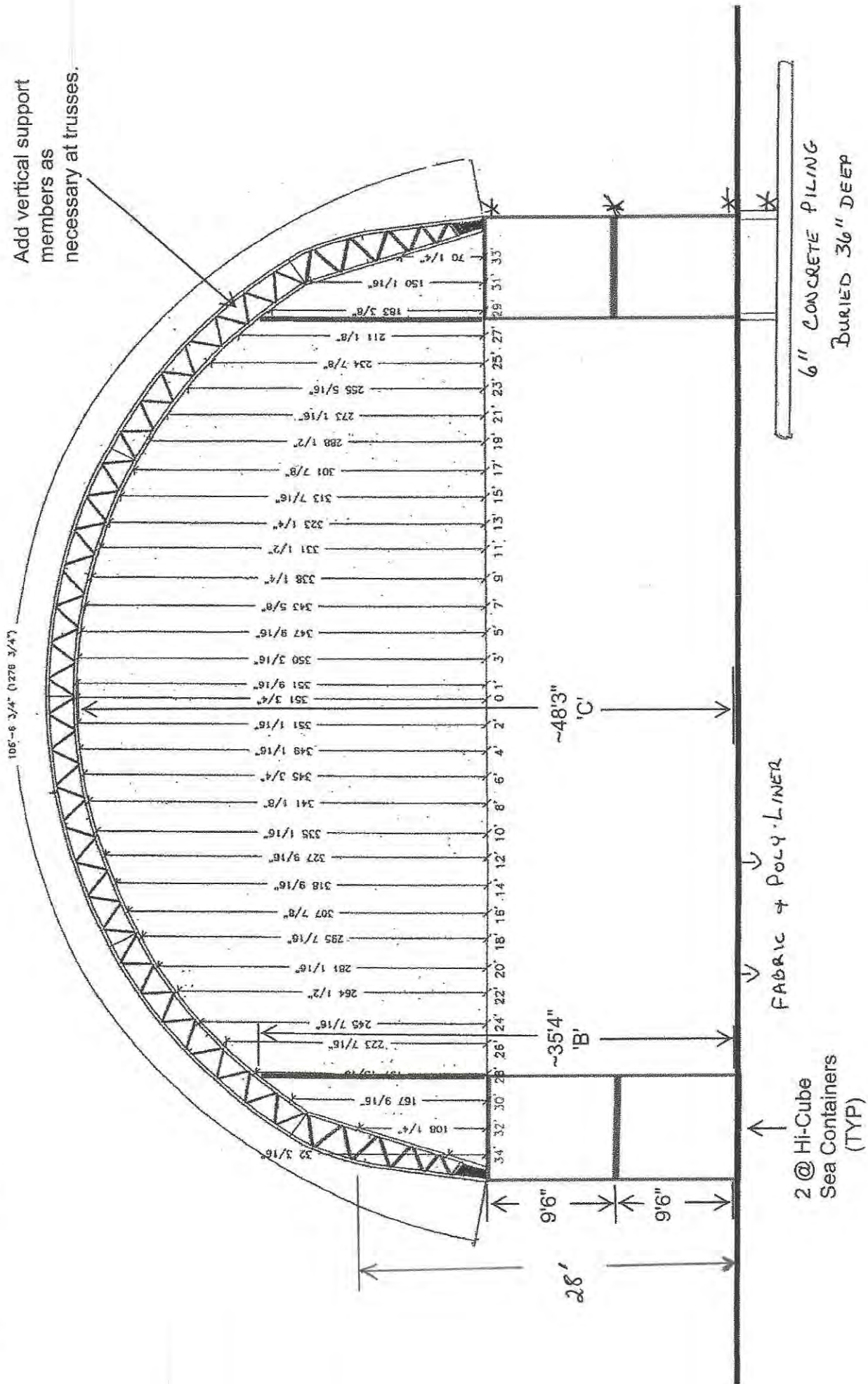
6

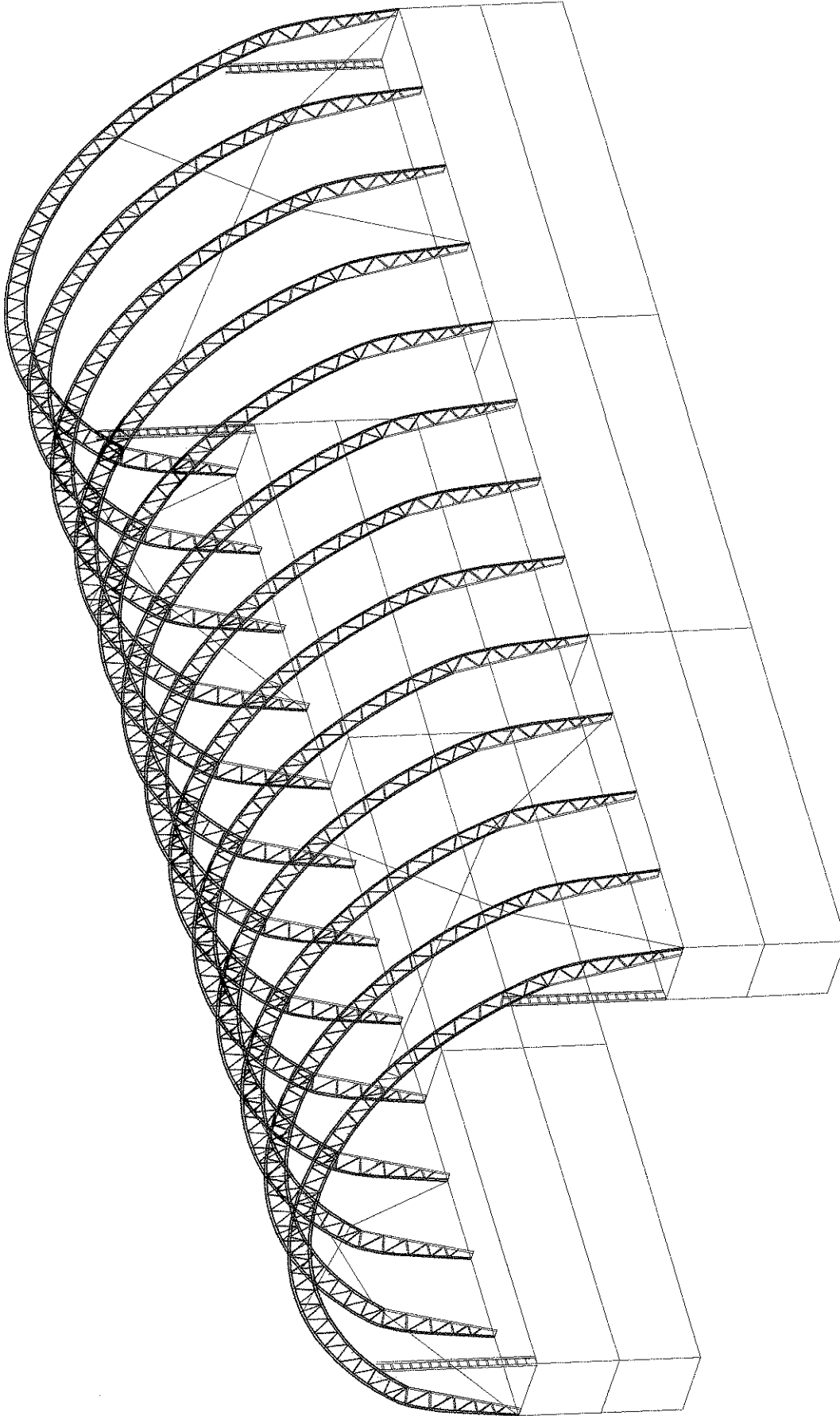


End Wall #1:  
(potential) 'Door' end

Add vertical support  
members as  
necessary at trusses.

105'-6 3/4" (1276 3/4")





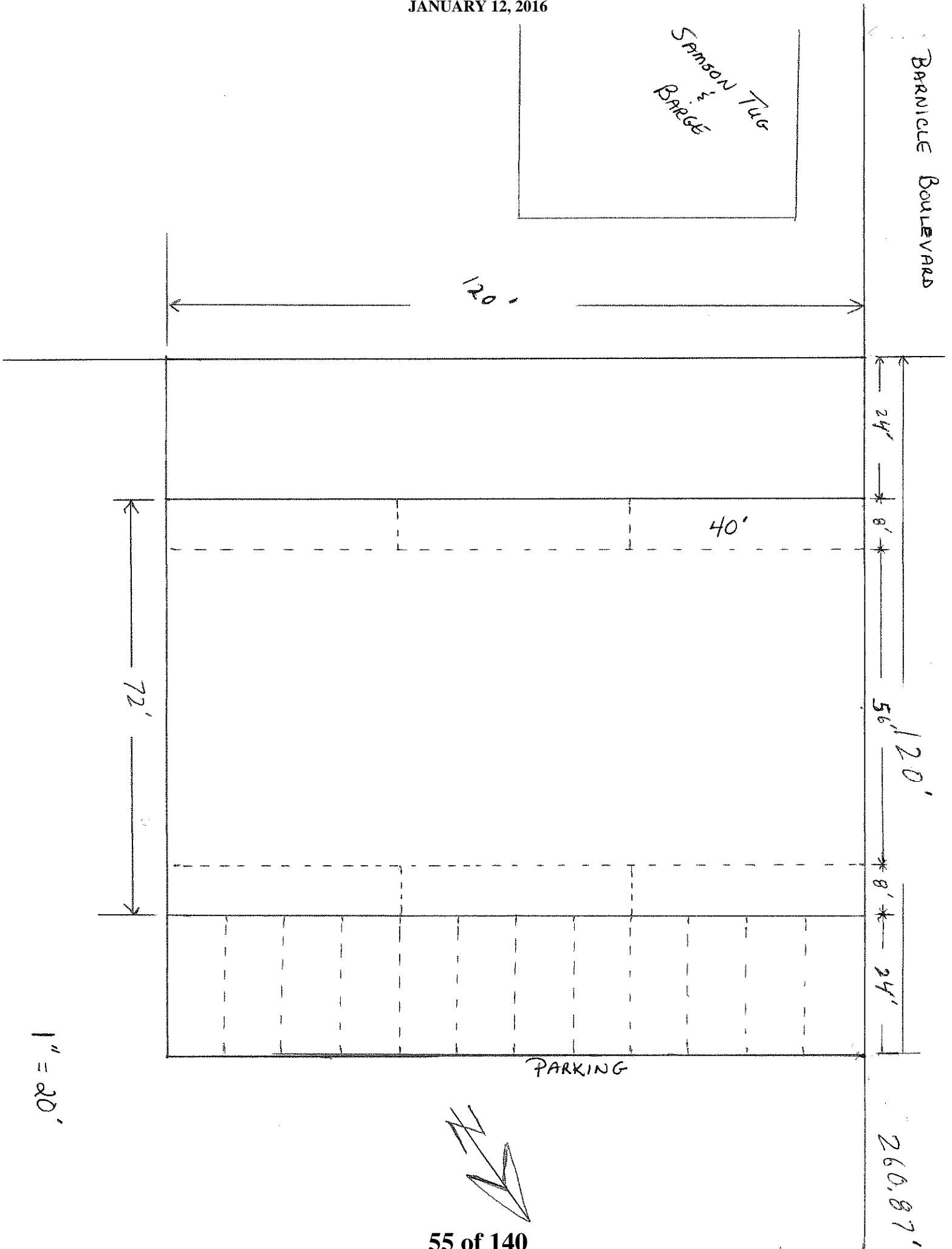
72x120@10 AKTec / Alpine Diesel

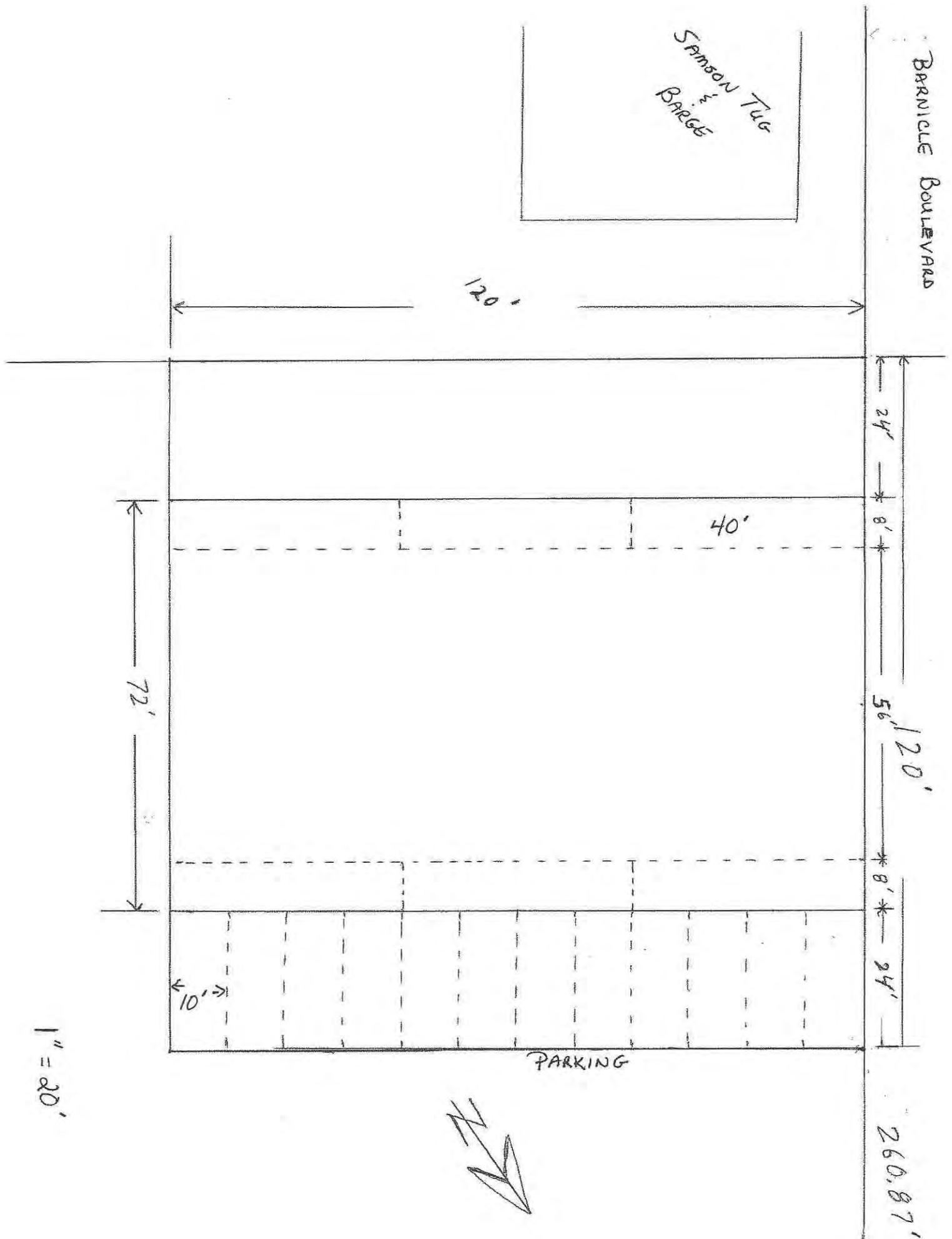
DRAWN BY: <b>DE</b>		MANUFACTURED BY: <b>AKTEC</b>	
DATE: <b>11/16/2015</b>		TITLE: <b>3D ISOMETRIC</b>	
DESCRIPTION: <b>72' STANDARD LEG</b>		DRAWING NO. <b>4</b>	

**CUSTOMER: Alaska Dreams Inc.**

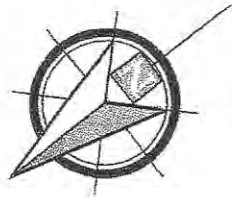
**Cordova, Alaska**

**SIZE: 72' x 120'**







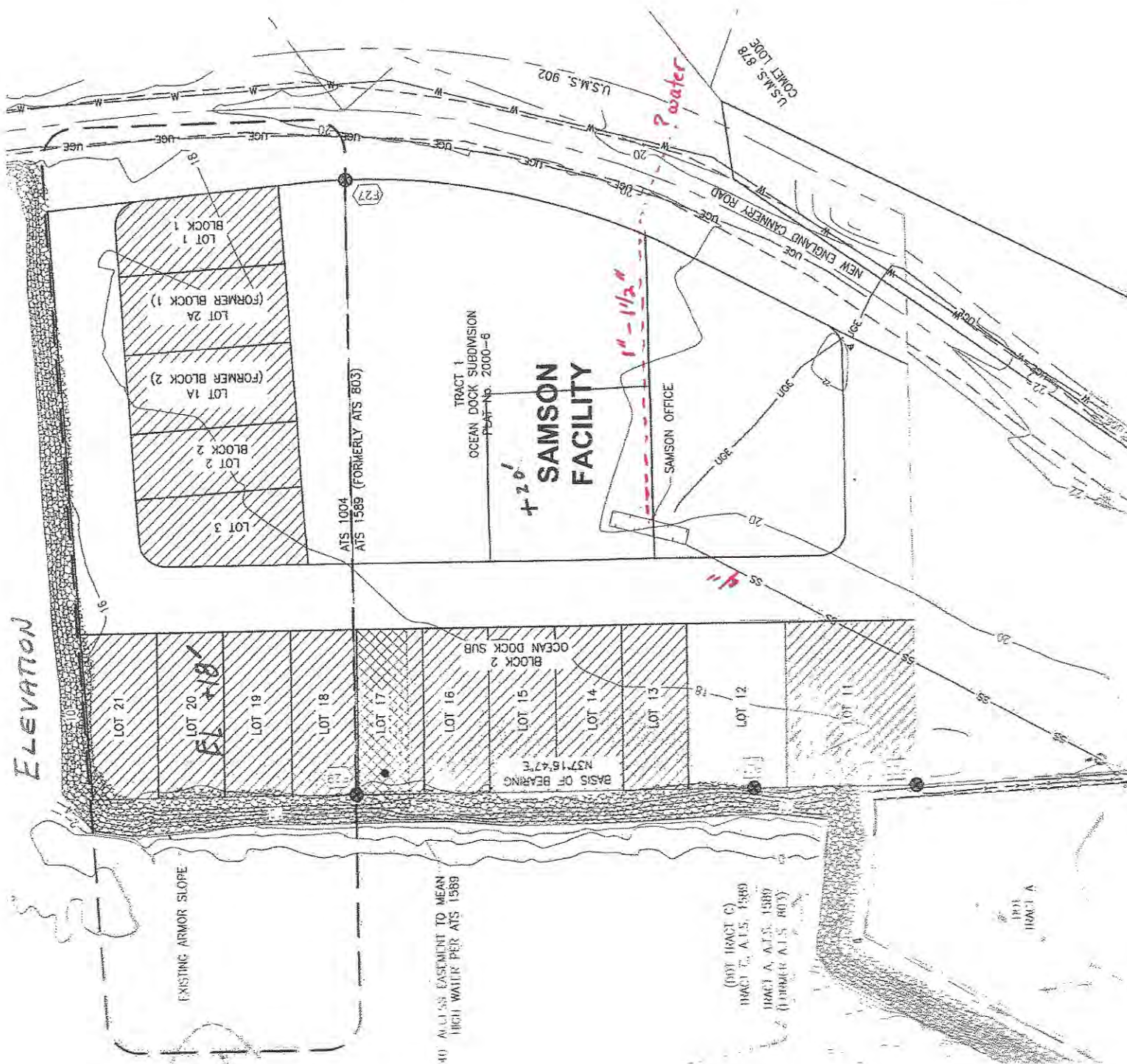


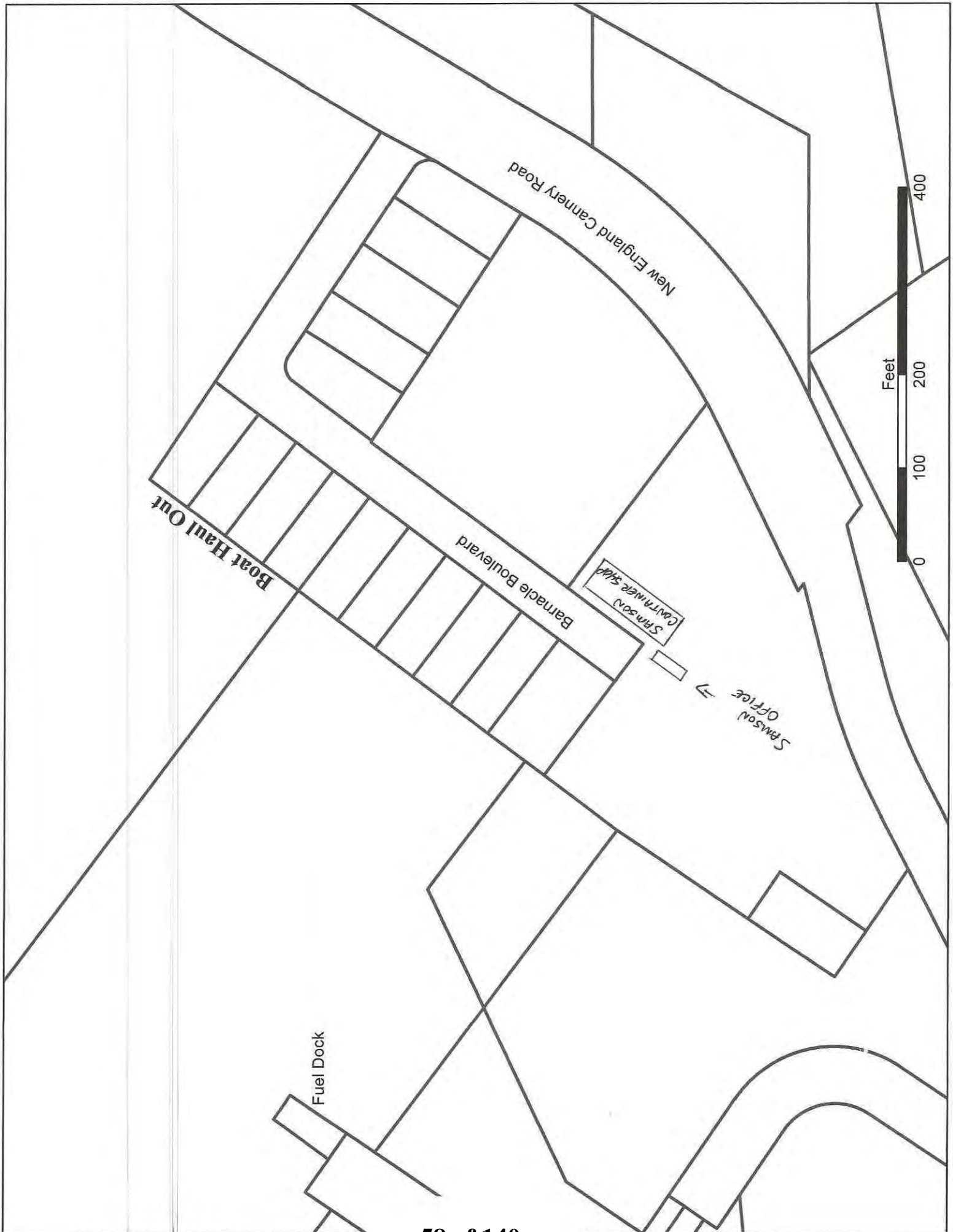
- NOTES:
1. ALL SURVEY INFORMATION (BATHYMETRY, TOPOGRAPHY, UTILITY LOCATION, AND PROPERTY BOUNDARIES TAKEN FROM AKDOT 2002 FERRY TERMINAL DRAWINGS. ALL UTILITY LOCATIONS ARE APPROXIMATE.
  2. THE CITY OWNED PROPERTY SHOWN SHALL BE AVAILABLE FOR STAGING MATERIALS & EQUIPMENT. BOATS ARE CURRENTLY STORED ON THE PROJECT SITE & STAGING AREA. COORDINATE W/ THE HARBOR MASTER TO RELOCATE AS REQUIRED.
  3. CONTRACTOR TO VERIFY.
  4. BOATS ARE CURRENTLY STORED ON THE PROJECT SITE & STAGING AREA. COORDINATE W/ THE HARBOR MASTER TO RELOCATE AS REQUIRED.

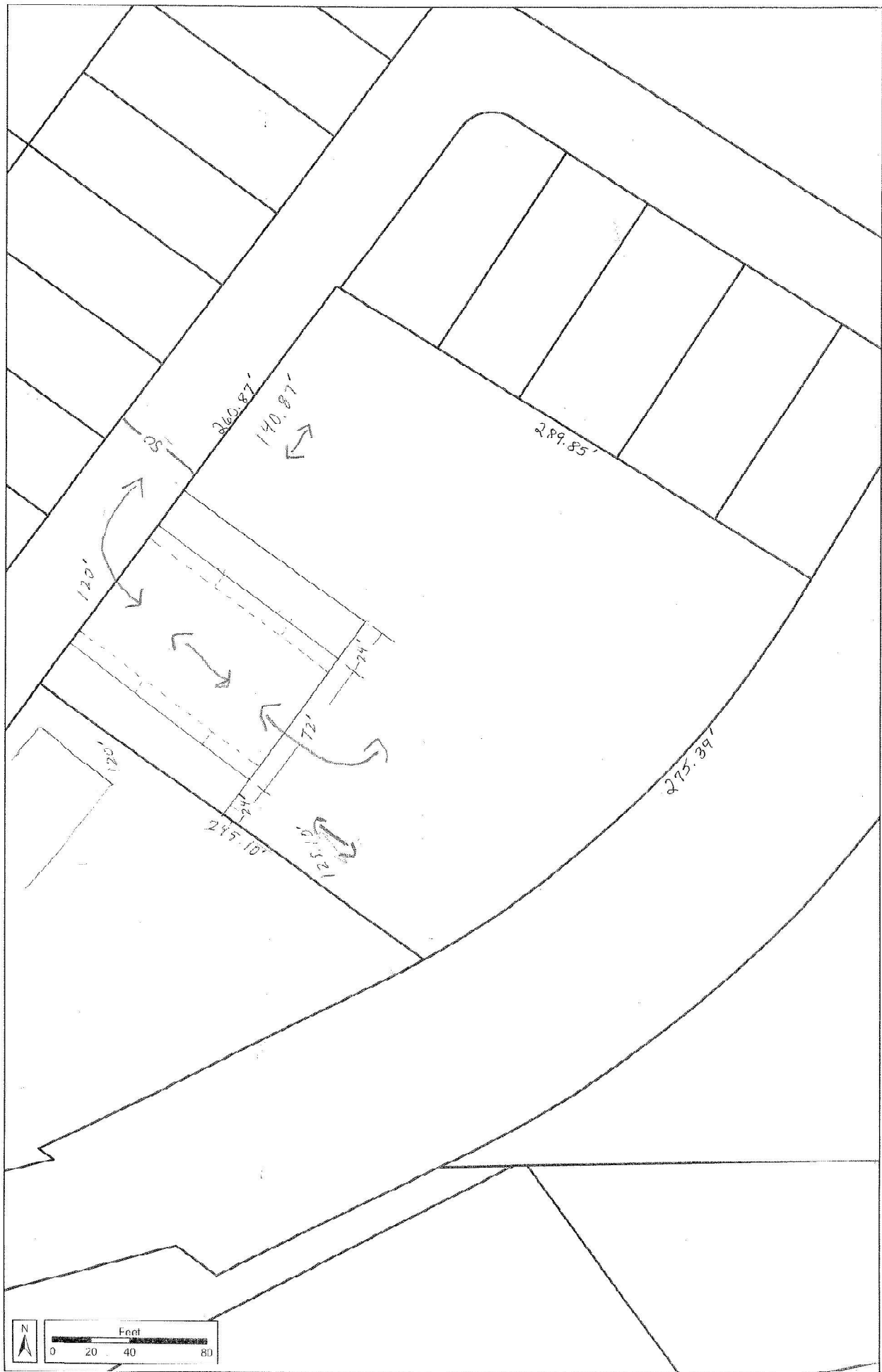
LEGEND:

- W — WATERLINE
- SS — SANITARY SEWER
- City Owned Property (Staging Area)
- UG — UNDERGROUND TELEPHONE/ELECTRIC
- ROAD SHOULDER
- ⊗ PRIMARY MONUMENT
- Existing Building

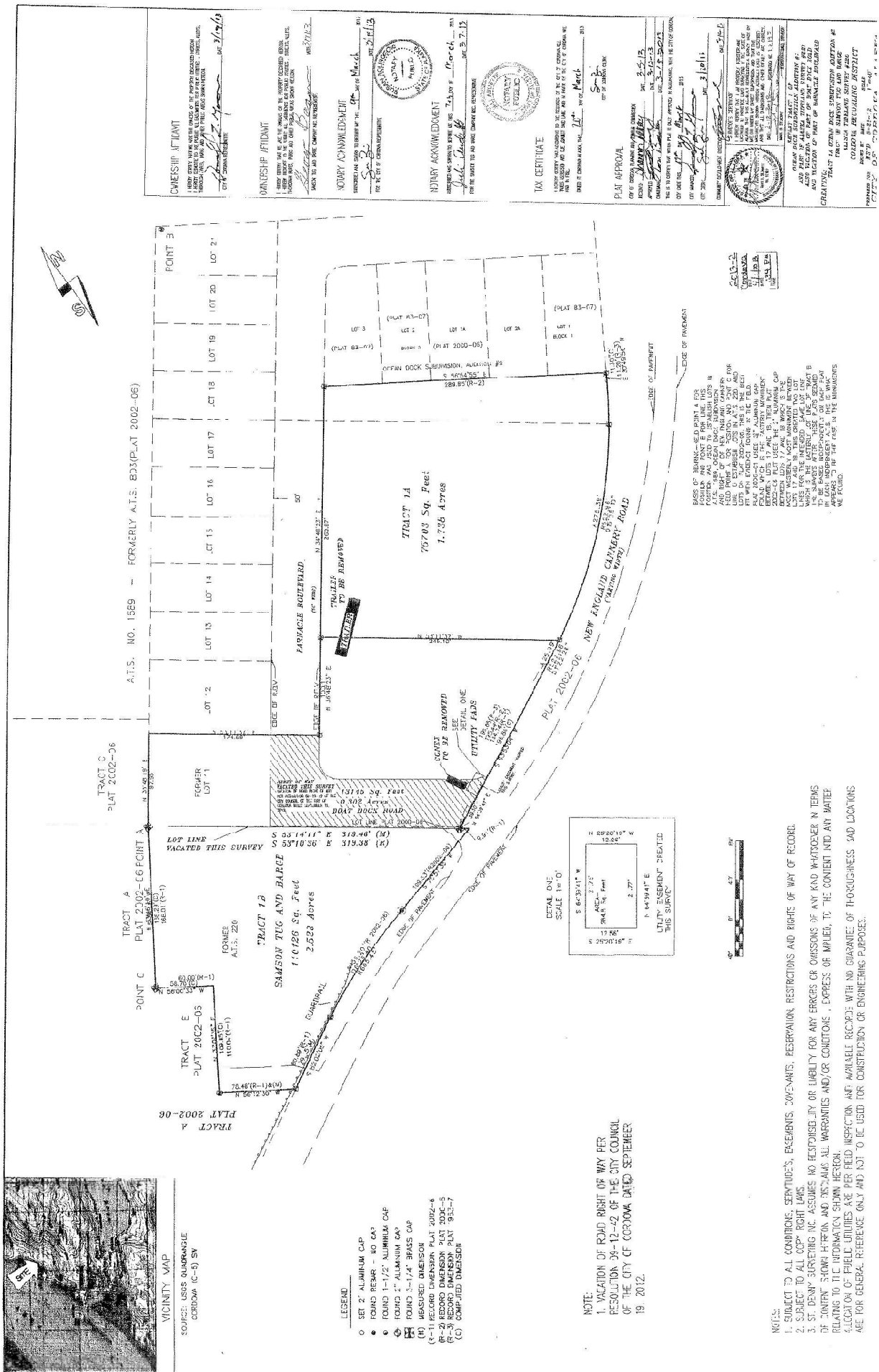
SURVEY CONTROL POINTS		
MONUMENT	NORTHING	EASTING
F21	10933.1340	10929.2069
F22	10835.3900	10854.7100
F27	10891.6485	11485.5418
F29	11172.9873	11111.7914













# Memorandum

**To:** Planning Commission  
**From:** Planning Staff  
**Date:** 1/7/16  
**Re:** Review of Proposals for the Existing Library/Museum Land and/or Building

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## **PART I – GENERAL INFORMATION**

Requested Actions: Review proposals and give a recommendation to City Council  
Legal Description: Lots 12-18, Block 6, Original Townsite  
Parcel Number: 02-173-512, 513, 514, 515, 516, 517, 518  
Zoning: Central Business District  
Lot Area: Each lot area = 2,500 SF; Total Area = 17,500 SF  
Attachments: Proposal Packet (The packet distributed to potential proposers)  
Proposals

The request for proposals for this property began October 24<sup>th</sup>, 2015 and ended January 5<sup>th</sup>, 2016 at 5 PM.  
The City received seven proposals for the property.

The proposed price from each proposal is as follows:

Facility Contractors.....	\$505,000.00
Seaman's Hardware .....	\$400,000.00
Moose Lodge .....	\$213,148.00
Cannery Row, Inc. ....	\$307,500.00
Cordova Drug.....	No price
Children's Pallas .....	\$215,000.00
Native Village of Eyak.....	\$30,000.00

Following this memo is the full proposal packet for the Library/Museum Land and/or Building and each proposal. Any duplicated and unaltered pages from the proposal packet contained in the proposals are omitted.

In accordance with the Cordova Municipal Code, the Planning Commission will give a recommendation to City Council on the proposals.

## **PART II – BACKGROUND**

**4/14/15** – At the Planning Commission Regular Meeting, the commission passed Resolution 15-05, which recommended the City Council make Lots 12-18, Block 6, Original Townsite available on the Land Disposal Maps. The commission also recommended the City Council dispose of the building by requesting sealed proposals.

**5/6/15** – At the City Council Regular Meeting, the council made the lots available and directed the City Manager to dispose of the Library/Museum buildings.

**10/1/15** – The city received no proposals for the Library/Museum buildings.

10/7/15 – From the City Council Regular Meeting Minutes:

22. Council action regarding disposal of Library / Museum Building

**M/Joyce S/Carpenter** to direct the City Manager to put out an RFP for the sale of the lots with the building on it.

**Bailer** said he disagrees. He doesn't know why an amount was put on the RFP. He would prefer it go back to Planning and Zoning. **Beedle** said his biggest concern is the added cost to the people of Cordova, he wants it out of the City's hands, as was promised. **Reggiani** reiterated the motion – RFP for land and building – he said he supports that. **Burton** asked if we can put out an RFP with an either/or option **Mayor Kacsh** said he was going to suggest that as well – an RFP with all proposals accepted. **Joyce** agrees and thinks the City Manager can work that into the RFP – as he is listening to us right now. **Reggiani** agreed – any and all proposals will be accepted. **Robertson** said he understood – any and all proposals accepted.

Vote on motion: 6 yeas, 0 nays, 1 absent (Hallquist). Motion was approved.

### **PART III – APPLICABLE CRITERIA**

Chapter 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.*

### **PART IV – SUGGESTED MOTION**

“I move to recommend City Council approve the proposal from [insert proposer] for [insert property description (e.g. Lots 12-18, Block 6, Original Townsite and the improvements thereon)].”

# CITY OF CORDOVA



## Request for Proposals for the Existing Library/Museum Land and/or Building

***“Opportunity knocks only once. You never know if you’ll get another opportunity.”  
(Leon Spinks, American Heavyweight Boxer)***

*The City of Cordova has a once-in-a-lifetime opportunity. We are looking for the right person, business, or organization with the vision and abilities to acquire and develop a prime piece of commercial property on Cordova’s Main Street, directly across from the new Cordova Center. City Council has asked staff to take virtually all offers for the site, the former home of the City’s Museum, Library, and community meeting room. The configuration could be all or any combinations of lots, with or without the buildings. Think creatively and act boldly for this unique chance.*

### SEALED PROPOSAL FORM

**All proposals must be received by the City Manager by Tuesday, January 5<sup>th</sup>, 2016 at 5 PM.**

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

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

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

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

\_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_

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

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

**All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.**

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

In accordance with the City Code, we must announce that the fair market value for the Library/Museum building is **\$45,000.00** and the fair market value for each of the seven 2,500 sq. ft. lots is **\$24,021.00**. The fair market value will be the **minimum** price that will be accepted unless the applicant meets the requirements of CMC Section 5.22.070. If the successful proposal amount is greater than the minimum price, the proposal amount shall be the amount paid for the building.

A purchase agreement for **the building** will be negotiated with the winning proposer if the building is to be relocated. The winning proposer will be required to obtain a performance bond in the amount of the proposed price. Applicants are encouraged to contact Weston Bennett, Facilities Superintendent, to review the building plans, arrange a site visit, and request more information on what is to be included with the purchase.

The attached Lease with Option to Purchase is a template for the agreement that will be negotiated with the proposal that is awarded **the land** with or without the existing building. The annual lease rate will be 10% of the proposed price.

All proposals shall include a deposit of **\$1,000.00**. In the event that a proposal is not awarded the property, the City will reimburse the deposit to the proposer. The deposit will be credited to costs associated with the contract preparation.

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

The estimated vacancy date of the property is 1/1/16, however this date is subject to change.

Please review the attached section of Code for the permitted uses within the Central Business District.

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.**

For questions or more information 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 Information Required** (please attach separately with this proposal form):

1. Describe the development you're proposing.
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. What is 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?

**Included for your convenience:**

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

**Attachment B:** A location map showing the subject property with a scale.

**Attachment C:** The property parcels without aerial image.

**Attachment D:** Cordova Municipal Code – Central Business District

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

**Please mail proposals to:** City of Cordova  
Attn: City Manager  
C/O Proposals  
P.O. Box 1210  
Cordova, Alaska 99574

**Or email proposals to [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net) and [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net).** The email subject line shall be “Proposal for Library/Museum Property,” 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 Tuesday, January 5<sup>th</sup>, 2016 at 5 PM will not be considered.**

*Think of the opportunities . . . prime property along Cordova’s historic and expanding Main Street! Submit your proposal by January 5, 2016.*

**PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016  
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.

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		
Consistency with Comprehensive Plan	1.5		
<b>Total</b>	<b>10</b>		

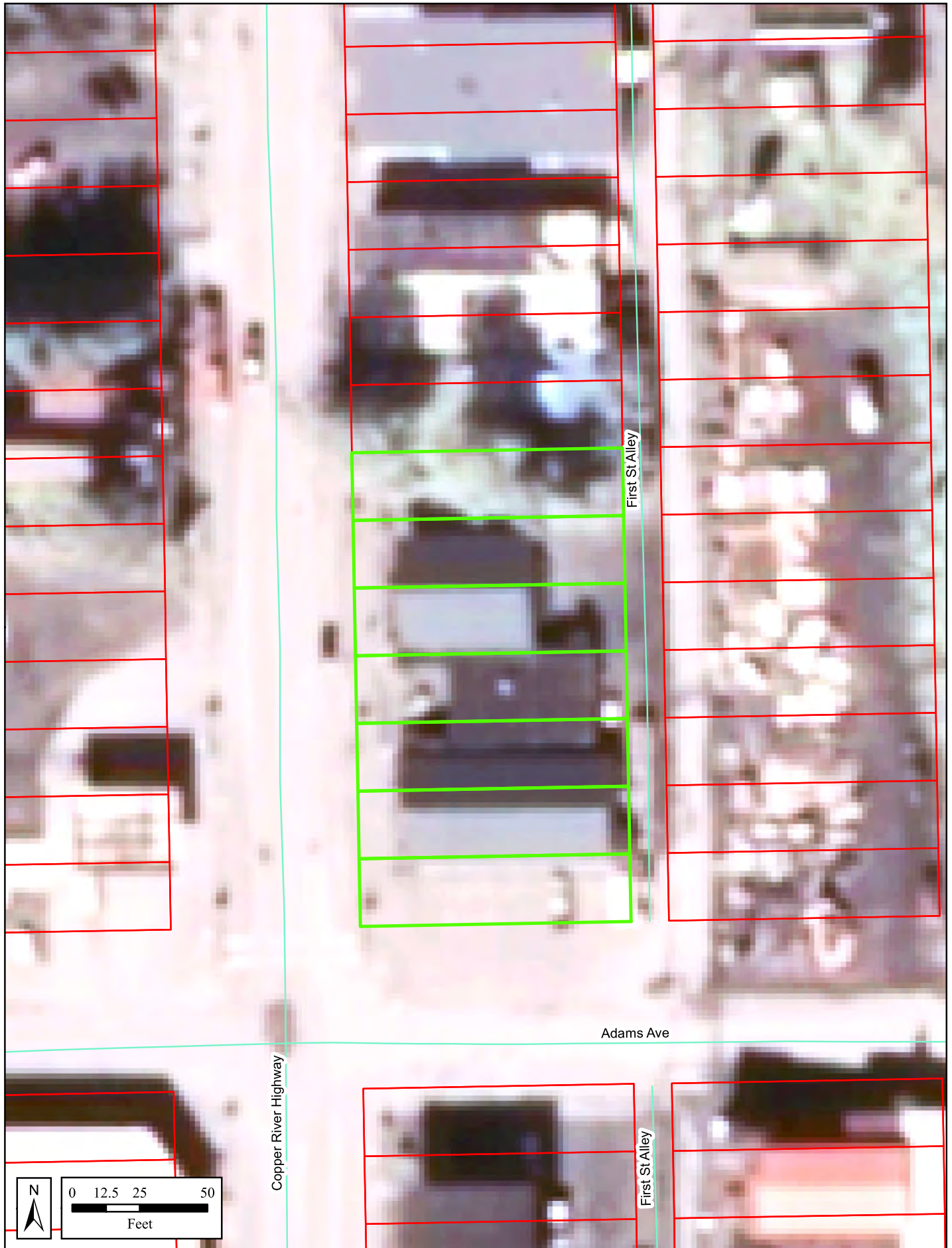


PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016  
ATTACHMENT B



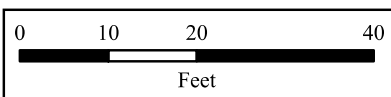
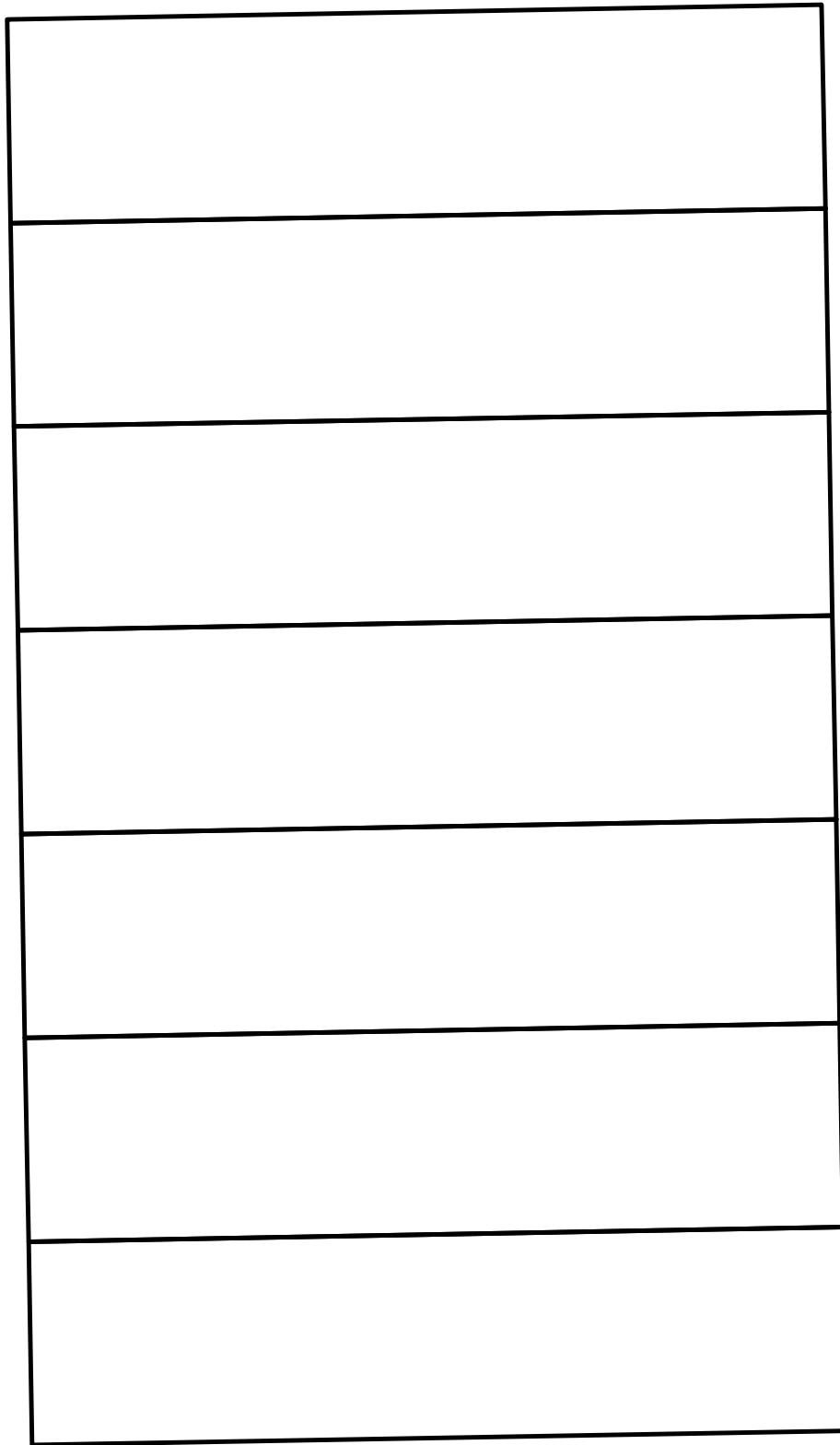


PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016  
ATTACHMENT B





PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016  
ATTACHMENT C



**PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016  
ATTACHMENT D**

**Chapter 18.29 - CENTRAL BUSINESS DISTRICT**

**Sections:**

**18.29.010 - Purpose.**

The purpose of this district is to permit a variety of commercial, administrative, financial, civic, culture, residential, entertainment, and recreational uses in an effort to provide the harmonious mix of activities necessary to further enhance the central business district as a commercial and service center.

(Ord. 586 (part), 1984).

**18.29.020 - Principal permitted uses.**

The following uses are permitted in the CBD zone: All limited uses in the B district, except that off-street parking shall not be required as specified in Chapter 18.48.

(Ord. 586 (part), 1984).

**18.29.030 - Building height limit.**

The maximum building height in the B district shall be three stories or fifty feet; however, a building or structure thereafter erected, added to or otherwise constructed may be increased in height, provided the gross cubical content of such building or structure does not exceed the sum total of the area of the lot upon which it is to be erected multiplied by fifty.

(Ord. 586 (part), 1984).

**18.29.040 - Yards.**

- A. Every building or portion thereof in the B district which is designed, intended or used for any purpose permitted in an R district for any other residential or dwelling purpose shall provide yards as required in the R district; provided, that when the ground floor of any such building is used for any commercial purpose, no side yard shall be required except that there shall be a side yard along the side of every lot which is not bounded by an alley and which is bordering on property in an R district.
- B. Yards shall not be required otherwise, except that no building shall be erected nor shall any use of land be conducted so that the same will be closer than thirty feet to the center line of any street adjoining the lot.

(Ord. 586 (part), 1984).

**18.29.050 - General conditions.**

- A. All selling, dealing in or displaying of goods or merchandise by shops, stores or business shall be entirely conducted and located within a permanent building unless otherwise specifically excepted.
- B. No stores or businesses shall involve any kind of manufacturing, compounding, processing or treatment of products except that which is clearly incidental and essential to the authorized use and provided that:

**PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016  
ATTACHMENT D**

1. No more than ten persons are engaged in the manufacturing, compounding, processing or treatment of products or servicing and repairing of appliances, equipment, etc.;
  2. Not more than twenty percent of the ground floor area of any building shall be used for such purposes;
  3. Such operations or products are not objection— able due to odor, dust, smoke, noise, vibrations or other similar nuisances.
- C. All exterior walls of buildings hereafter erected, extended or structurally altered which face a street or property in an R district shall be designed, treated and finished in a uniform and satisfactory manner approved by the planning commission.

(Ord. 586 (part), 1984).

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 XXXXXXX, 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

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.** Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining the project detailed in the site development plan, and using the constructed buildings and structures as well as the undeveloped land XXXXXXXXXXXX. The Lessee shall give prior written notice to the City of any proposed changes to the site plan that are in furtherance of its authorized uses, and such changes are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent. Inspections. 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 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, 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 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 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 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, 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 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, 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

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.

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 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



PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016  
ATTACHMENT E

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.

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.

PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016  
ATTACHMENT E

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.

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: \_\_\_\_\_

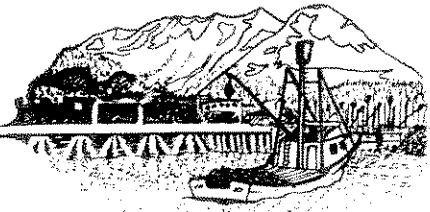
**PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016  
ATTACHMENT E**

**Exhibit A  
Legal Description**

**Exhibit B  
Development Plan**

DRAFT

# CITY OF CORDOVA



## Request for Proposals for the Existing Library/Museum Land and/or Building

*"Opportunity knocks only once. You never know if you'll get another opportunity."  
(Leon Spinks, American Heavyweight Boxer)*

*The City of Cordova has a once-in-a-lifetime opportunity. We are looking for the right person, business, or organization with the vision and abilities to acquire and develop a prime piece of commercial property on Cordova's Main Street, directly across from the new Cordova Center. City Council has asked staff to take virtually all offers for the site, the former home of the City's Museum, Library, and community meeting room. The configuration could be all or any combinations of lots, with or without the buildings. Think creatively and act boldly for this unique chance.*

### SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Tuesday, January 5<sup>th</sup>, 2016 at 5 PM.

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

Name of Proposer: Facility Contractors LLC

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

Address: P.O. Box 2034  
Cordova AK  
99574

Phone #: 424-7765  
Email: david@facilitycontractors.com  
boots@facilitycontractors.com

Proposed Price: \$ 505,000.00 We offer Lot 3 Block 2 South Fork Development Park as an option for partial payment of the purchase price.  
The City will consider any and all proposals for the property subject to any applicable laws and regulations, including Chapter 5.22 of the Cordova Municipal Code (CMC).

All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

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

In accordance with the City Code, we must announce that the fair market value for the Library/Museum building is \$45,000.00 and the fair market value for each of the seven 2,500 sq. ft. lots is \$24,021.00. The fair market value will be the **minimum** price that will be accepted unless the applicant meets the requirements of CMC Section 5.22.070. If the successful proposal amount is greater than the minimum price, the proposal amount shall be the amount paid for the building.

A purchase agreement for **the building** will be negotiated with the winning proposer if the building is to be relocated. The winning proposer will be required to obtain a performance bond in the amount of the proposed price. Applicants are encouraged to contact Weston Bennett, Facilities Superintendent, to review the building plans, arrange a site visit, and request more information on what is to be included with the purchase.

The attached Lease with Option to Purchase is a template for the agreement that will be negotiated with the proposal that is awarded **the land** with or without the existing building. The annual lease rate will be 10% of the proposed price.

All proposals shall include a deposit of \$1,000.00. In the event that a proposal is not awarded the property, the City will reimburse the deposit to the proposer. The deposit will be credited to costs associated with the contract preparation.

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

The estimated vacancy date of the property is 1/1/16, however this date is subject to change.

Please review the attached section of Code for the permitted uses within the Central Business District.

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.**

For questions or more information 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 Information Required** (please attach separately with this proposal form):

- ✓1. Describe the development you're proposing.
- ✓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. What is 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?

**Included for your convenience:**

- Attachment A:** Criteria used when evaluating each submitted proposal.
- Attachment B:** A location map showing the subject property with a scale.
- Attachment C:** The property parcels without aerial image.
- Attachment D:** Cordova Municipal Code – Central Business District
- Attachment E:** Sample Lease with Option to Purchase Agreement

Please mail proposals to: City of Cordova  
Attn: City Manager  
C/O Proposals  
P.O. Box 1210  
Cordova, Alaska 99574

Or email proposals to [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net) and [planning2@cityofcordova.net](mailto:planning2@cityofcordova.net). The email subject line shall be "Proposal for Library/Museum Property," 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 Tuesday, January 5<sup>th</sup>, 2016 at 5 PM will not be considered.

*Think of the opportunities . . . prime property along Cordova's historic and expanding Main Street! Submit your proposal by January 5, 2016.*

**Facility Contractors LLC**

PO Box 2034  
Cordova, AK 99574  
(907) 424-7765  
(907) 424-7768 fax



January 5, 2016

**PROPOSAL FOR LIBRARY / MUSEUM PROPERTY**

**Additional Required Information.**

1. We respectfully propose the creation of Pioneer Square on lots 12-18, Original Townsite. We will develop a retail/office/hospitality complex utilizing the existing Library and Museum structures.

The proposed development will entail 1: the complete demolition of the flat-roofed structure between the two buildings, 2: the complete interior and exterior renovation of the existing Library and Museum buildings, 3: the lengthening of the Museum building approximately 20 feet creating a 'square' of the structures on the property, and 4: the creation of a courtyard between the structures and covered walkways along the perimeter.

The Library building will contain up to 8 storefronts, with half facing Adams Street and half the interior courtyard. These units can be divided or combined to meet the needs of larger or smaller businesses or organizations.

The Museum building will contain a large reception hall, a certified kitchen for food preparation, and up to 4 small storefronts facing the courtyard. The courtyard at the interior of the square will meet the need for outdoor space (both covered and open air) for social gatherings.

2. The total interior square footage of the development will be 5500 square feet, with an additional 2500 square feet of covered walkway around the square and through the courtyard. The courtyard in the center of the square will contain approximately 2000 square feet of usable open air space which will allow outdoor functions. In total, nearly all of the 10,000 square feet contained within the limits of the covered perimeter of the square will be utilized for commercial and hospitality space.

The square will include up to 20 off-street parking stalls. The entirety of lot 18 will remain parking as will the rear portions of lots 12, 13, 14 and 15.

3. Attached is an elevation sketch of the proposed Pioneer Square and a plan view drawing showing the layout of the development.

4. The creation of Pioneer Square on lots 12-18 will be a benefit to 1: existing small businesses, 2: potential business start-ups, 3: businesses requiring the use of a certified kitchen for food preparation, 4: entities requiring office space, 5: the public through increased offerings of products, services and competition, and 6: the City treasury through new sales tax and property tax revenues.

The creation of Pioneer Square will also benefit the City of Cordova by supporting the goal of diversification and growth that led to the creation of the Cordova Center. Pioneer Square will be a direct support to the functions of the Cordova Center through the availability of local products and services to visitors, and additional hospitality space and an alternate venue.

5. The total dollar investment in the creation of Pioneer Square will be approximately \$1.1 million.
6. We propose to begin development of Pioneer Square in 2016, and complete the development in phases over the next 3 years.





Facility Contractors LLC  
PO Box 2034  
Cordova, Alaska 99574  
907-424-7765

#### STATEMENT OF QUALIFICATIONS

Facility Contractors LLC is a general contractor specializing in commercial, institutional, and retail construction. We provide a large range of services from new construction, design-build projects, complete remodels, and energy efficiency upgrades to both public and private clients. Some of our defining characteristics include logistical problem solving, expertise in specialized equipment, and turn-key solutions. Based out of Cordova and founded in 2007, Facility has employed dozens of Cordovans throughout the years. In 2015 Facility employed over 25 Cordovans with full-time and part-time work.

#### EXPERTISE

Facility Contractors LLC has experience in all standard building types and materials. We have a proven record of designing and constructing facilities requiring operational simplicity as well as energy efficiency. We collaborate with a team of Alaska-registered design professionals to take a client's requirements from the drawing board to fully-developed construction documents, ready for construction, submission to building authorities, or to lending institutions.

Facility Contractors LLC is experienced in procuring and installing equipment and fixturing typical in functioning commercial buildings. This includes deli and food prep equipment, office fixturing, courtroom and prison specialty fixtures, refrigeration merchandisers and systems, material handling equipment, pump-and-haul water and sewer systems, retail shelving and décor, security systems, data and communications systems.

Facility Contractors LLC has a track record of meeting construction deadlines, occupancy dates and budgetary constraints. Our job is not complete until we turn over the keys of a fully functioning facility, and the doors are opened to the public.

RECENT PROJECTS 2010 – 2015 (\$1,000,000 and larger)

Napaskiak Inc., Napaskiak - new construction of 7000 s.f. general store and tribal offices.  
Alaska Commercial Company, Bethel – complete 50,000 s.f. interior and exterior remodel.  
Alaska Commercial Company, Bethel – new construction of 4200 s.f. warehouse.  
Alaska Commercial Company, Dillingham - complete 13,000 s.f. interior and exterior remodel.  
Alaska Court System, Emmonak – new construction of 4000 s.f. courthouse.  
Alaska Commercial Company, Emmonak – new construction of 12,000 s.f. general store.  
Plumblin Supply LLC, Cordova – new construction of 6,000 s.f. hardware store.  
Alaska Commercial Company, Kotlik – new construction of 7000 s.f. grocery store.  
Redden Marine Supply, Cordova – new construction of 6000 s.f. marine supply.  
Coastal Villages Region Fund, Quinhagak – new construction of 4000 s.f. fisheries support center.  
Qanirtuuq Incorporated, Quinhagak – new construction of 9000 s.f. grocery store.

RECENT PROJECTS 2010 – 2015 (LESS THAN \$1,000,000)

Askinuk Native Corporation, Scammon Bay - interior remodel and new refrigeration installation  
State of Alaska Legislative Information Office, Cordova – new office construction.  
Alaska Court System, Galena – temporary courthouse facilities.  
Grant Aviation, Bethel – new hangar door design and construction.  
Alaska Commercial Company, Nome - liquor store construction.  
Alaska Commercial Company, St. Marys – 15,000 s.f. flooring replacement.  
Alaska Commercial Company, McGrath – exterior remodel.  
Alaska Commercial Company, Unalakleet - exterior remodel.  
Alaska Commercial Company, Bethel – new 4plex housing construction.  
Alaska Commercial Company, Cordova – 25,000 s.f. roof replacement.  
Alaska Commercial Company, Hooper Bay – design and fixturing of 11,000 s.f. grocery store.

ALASKA SMALL PROJECT LOCATIONS 2010 – 2015

Aniak	St Michael
St Marys	Mountain Village
Togiak	Sand Point
St Paul Island	King Salmon
Yakutat	Fort Yukon
Sitka	Craig
Klawock	Nuiqsuit
Kotzebue	Pilot Station
Kodiak	

905068

Alaska Business License #

**Alaska Department of Commerce, Community, and Economic Development**

Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**FACILITY CONTRACTORS LLC**

PO BOX 2034 CORDOVA AK 99574

owned by

FACILITY CONTRACTORS LLC

is licensed by the department to conduct business for the period

January 01, 2016 through December 31, 2017  
for the following line of business:

23 - Construction

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.  
It is not transferable or assignable.

Chris Hladick



Seafood Sales

Box 741

Mile 6, Copper River Hiway

Cordova, AK. 99574

To whom it may concern:

We have been a small business in Cordova for the past 17 years, having conducted business from a mobile platform for 15 of those years. Prior to that, our sales were conducted in the open air (out of the back of a pickup) at several locations around Cordova.

It has been a challenge to find a retail location that is appropriate for a small business such as ours. We need a small space that is both affordable and well located where the people are to keep our business successful and growing. Main Street should be that place but for the fact that it is becoming home to non-retail entities rather than the commercial, sales tax producing commercial center that it used to be.

We support developments that can re-establish Main Street as a business district, as well as meet the demand for affordable retail spaces.

Sincerely,



Ken Roemhildt, Owner

Seafood Sales

January 4, 2016

Mayor, Council and Commission members,

I want to open a Filipino restaurant in Cordova. I have been a restaurant owner back in the Philippines. There is more to Filipino cuisine other than adobo chicken, pancit or lumpia. I would like to share my country's rich food culture, but I do not have the capital investment for an entire building. Nor could I afford to renovate a space into something appropriate for my needs.

If a certified commercial kitchen is available with an affordable space to set up a restaurant, I would use it and be ready to start operations immediately. I hope you will support this development and help entrepreneurs like me to contribute and diversify our local economy.

Thank you,



Mindy Pena


Cordova Planning Commission,

I have been constrained by the limited number and space of certified kitchens in Cordova from which I can make my product.

It has been my longstanding goal to have, or be able to use, a certified kitchen that is large enough and convenient enough to make my product on a more commercially appropriate scale.

I am in support of any proposal that would give food producers more options for producing their products in a certified kitchen.

Thank you,

  
GILDA SWEETHEART

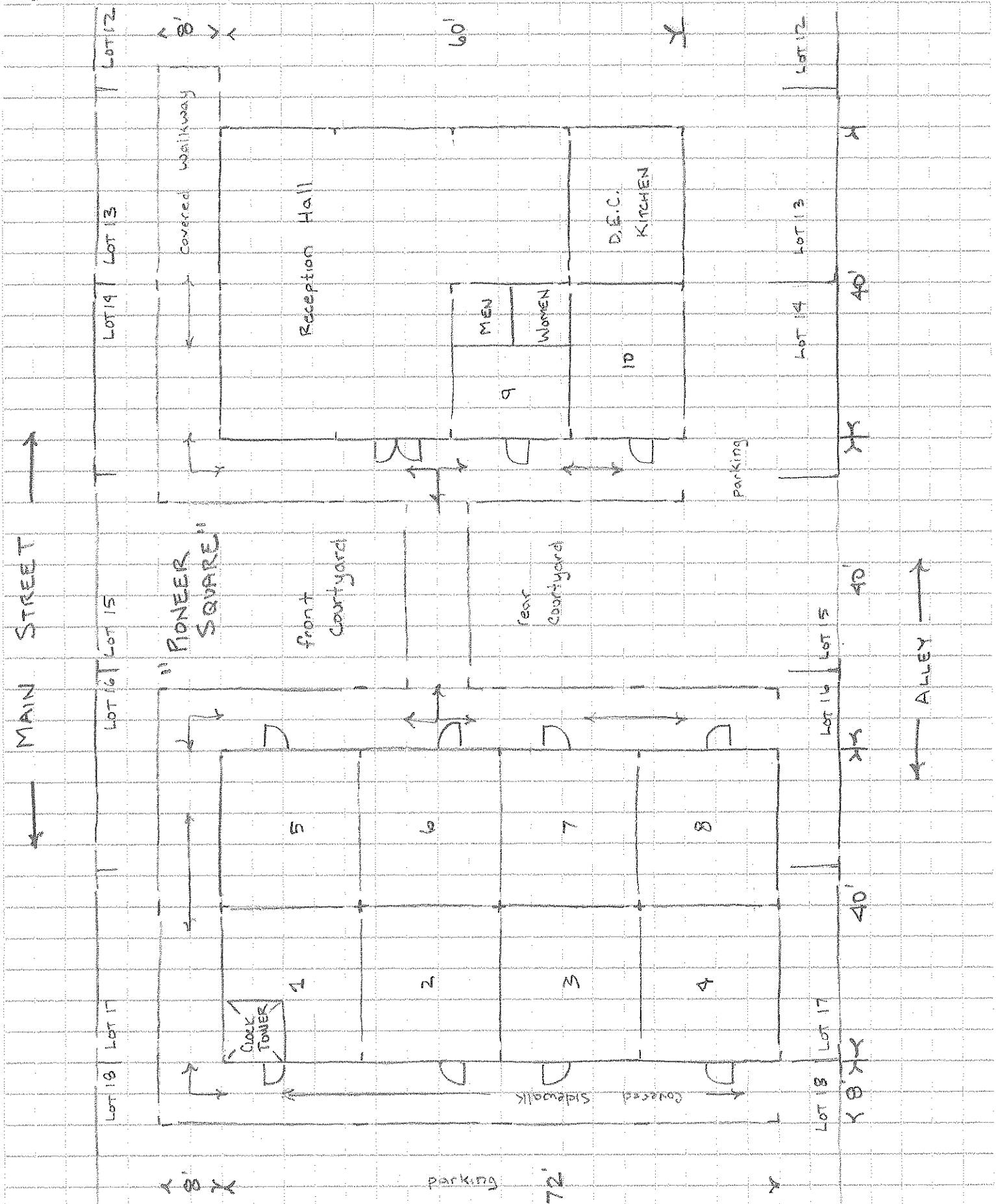
PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016

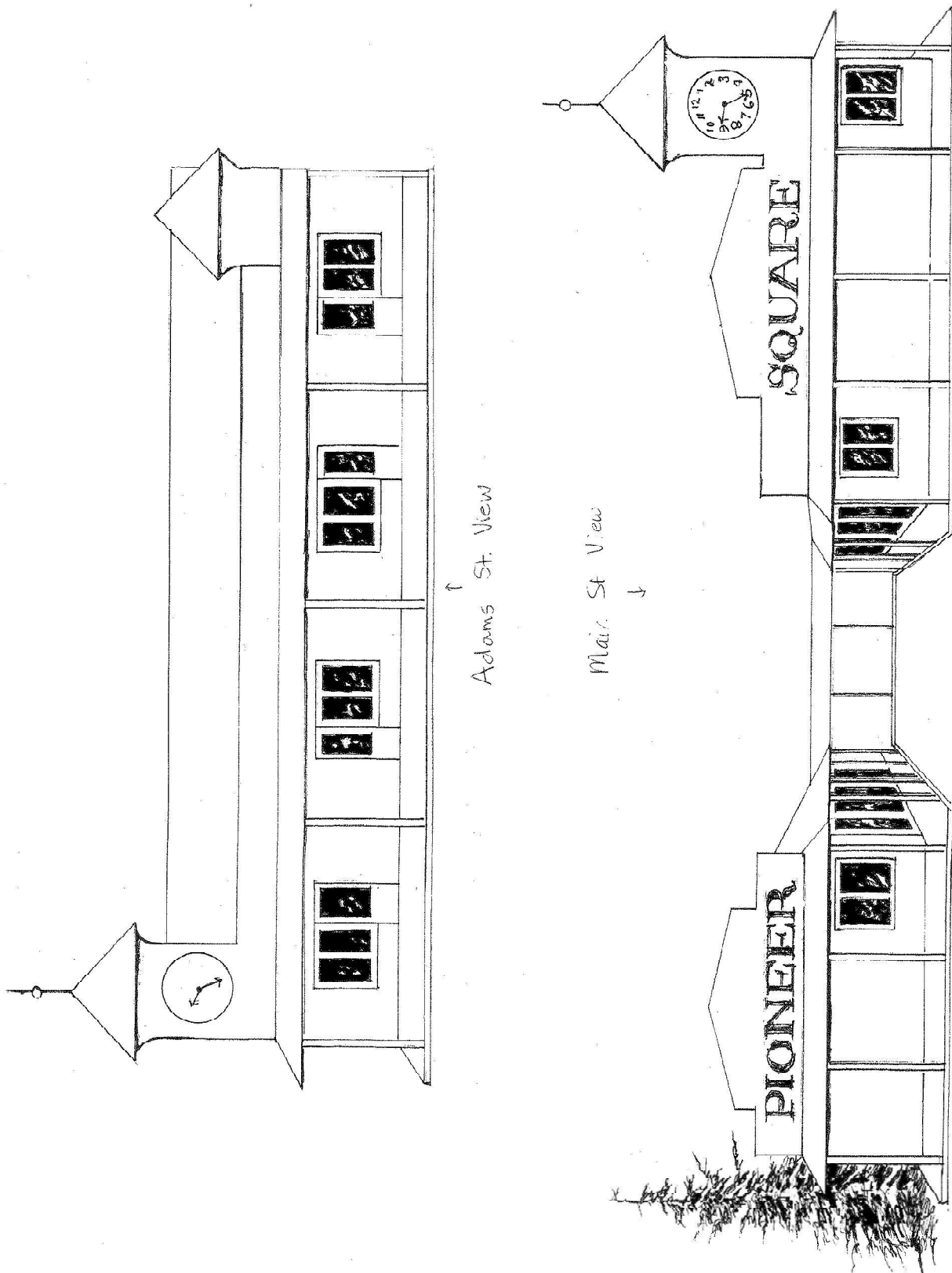


PO Box 2034 • Cordova, Alaska 99574  
david@facilitycontractors.com • office: 907-424-7765  
fax: 907-424-7768 • cell: 907-423-0423

Date: \_\_\_\_\_

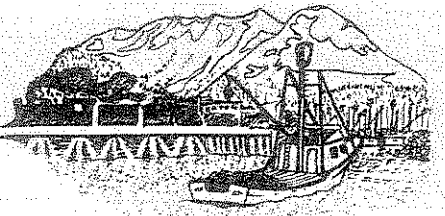
Scale:  $\frac{1}{4}" = 4'$







# CITY OF CORDOVA



## Request for Proposals for the Existing Library/Museum Land and/or Building

*"Opportunity knocks only once. You never know if you'll get another opportunity."  
(Leon Spinks, American Heavyweight Boxer)*

*The City of Cordova has a once-in-a-lifetime opportunity. We are looking for the right person, business, or organization with the vision and abilities to acquire and develop a prime piece of commercial property on Cordova's Main Street, directly across from the new Cordova Center. City Council has asked staff to take virtually all offers for the site, the former home of the City's Museum, Library, and community meeting room. The configuration could be all or any combinations of lots, with or without the buildings. Think creatively and act boldly for this unique chance.*

### SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Tuesday, January 5<sup>th</sup>, 2016 at 5 PM.

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

Name of Proposer:

Name of Organization:

Address:

Phone #:

Email:

Proposed Price: \$

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

All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

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

JANUARY 12, 2016

*Seaman's Hardware, Inc.**P.O. Box 38**Cordova, Alaska 99574**(907) 424-3647*

Seamans Hardware Inc. proposes to purchase the seven lots with the associated buildings as a new home for Seamans Hardware for the amount of \$400,000. Our plan would be to repair, modify and add to the existing buildings in order to more suit the needs of a community hardware store. Repairs would include roof leaks, water main, flooring and supporting the museum front wall. Modifications would include removal of the community bathrooms and installation of an employee bathroom and creating more or larger access between what was the community meeting room and the main hallway. Modifications would also include interior remodeling and changes to the exterior appearance of the buildings and property possibly utilizing and following the recent scenic byways designation and associated programs. Proposed additions would be a covered enclosed freight loading area behind the museum and enclosing the courtyard between the museum and library as additional retail space. This purchase with the proposed repairs, modifications and additions would allow Seamans to better serve the community.

In its current location freight must be offloaded in the alleyway where it doesn't always sunshine. With our current square footage, when customers ask for new stock items we must special order them because we have no area to put new items. In fact some of our existing stock is in small sliding drawers on the floor. With the drugstore on one side of us, the parking lot on the other, the street in front and alley in back we have literally used every square inch available to us.

The existing square footage of the library, museum and community meeting room is approximately 6760 ft.<sup>2</sup>. Our proposed additions would add 1880 ft.<sup>2</sup> for a total footprint of 8640 ft.<sup>2</sup>.

The community benefits of this proposed development:

- the ability to carry more products and services for our customers
- relief of the overcrowded parking at our current location during the summer
- a covered freight loading area for large items for contractors and our customers
- a more comfortable and efficient shopping experience as a result of the added space and stock items
- with the new space, parking and inventory we project significant increase in sales and therefore sales tax
- with added sales and services we believe two new employees would be needed

Estimated value of our proposed improvements is \$162,800.

If our proposal is accepted our timeline is as follows:

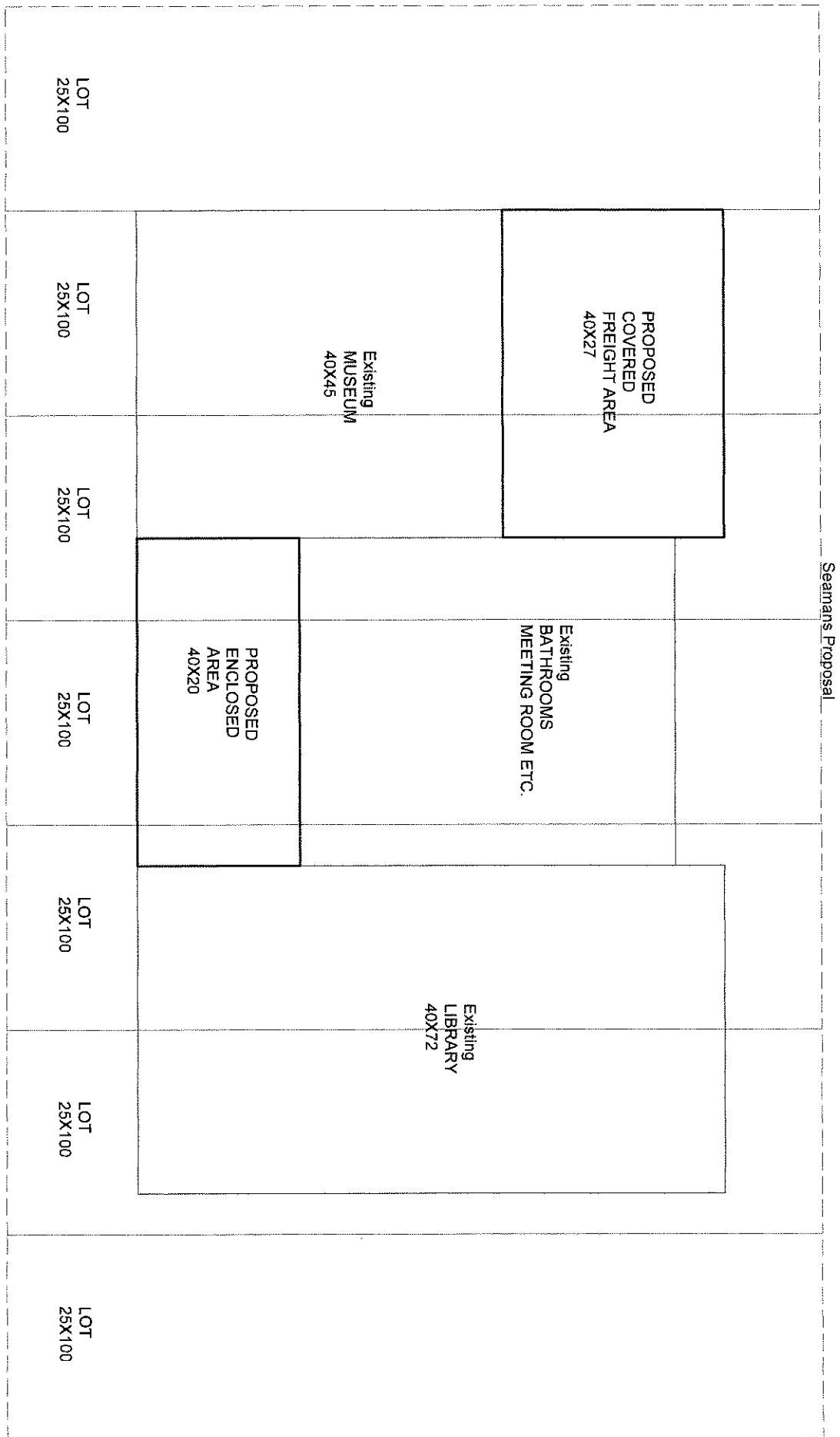
- begin by working with True Value Hardware on the most efficient new store layout and systems for this space
- construction of additions would occur in the summer of 2016

- following construction installation of furniture and fixtures which would include counters, shelves, and office equipment etc.
- transfer of inventory could then begin
- we would project opening at the new location between October 2016 and February 2017

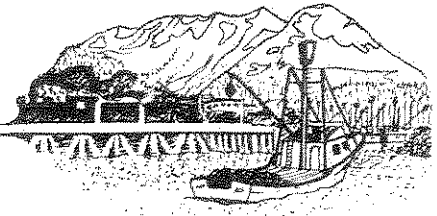
The following contingencies apply to our proposal:

That we would be essentially grandfathered with the existing buildings as far as snow load and building code requirements.

That we be able to deliver/dispose of any waste material or items that are currently in or a part of the existing buildings and property to the baler or dump at no charge.



# CITY OF CORDOVA



## Request for Proposals for the Existing Library/Museum Land and/or Building

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### SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Tuesday, January 5<sup>th</sup>, 2016 at 5 PM.

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

Name of Proposer: JERRY BLACKLER, TRUSTEE

Name of Organization: CORDOVA MOOSE LODGE #1266

Address: PO Box 609  
514 2<sup>ND</sup> ST.  
CORDOVA AK 99574

Phone #: 907-424-3696 office  
Email: cordova.moose@yahoo.com

\* Proposed Price: \$213,148.00

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

All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

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

\* THE MOOSE LODGE MAY MEET THE REQUIREMENTS OF CMC SECTION 5.22.070

# LOYAL ORDER OF MOOSE



CORDOVA LODGE NO. 1266 P.O. BOX 609 CORDOVA, AK 99574 (907) 424-3696 or FAX: (907) 424-7396

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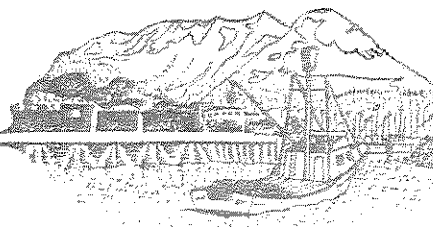
January 4, 2016

RE: RFP Proposal for existing Library/Museum Land/or Building

Additional information as required:

1. Describe the development: The Cordova Moose Lodge 1266 will move from its Second Street location and will establish a Social Quarters where food and beverages are served in a restaurant / meeting room / conference room / pub environment. A kitchen, bar, and separate meeting rooms will be created, and revamped HVAC and electric systems will be installed by local contractors.
2. Proposed Square Footage: No change from the existing footprint is planned.
3. Provide a Sketch: Please refer to the City's existing blueprints and plans. The floor plan will not change.
4. Economic Benefit of the Development to the City: As the Lodge upgrades and grows, Sales Tax payments to the City will increase. The Lodge will continue to reliably pay City property taxes. The establishment of a well known non-profit in the center of the downtown business district will round-out and support and benefit the overall business climate on 1st Avenue. The Lodge will continue a 94 year history of supporting the commercial district, Chamber of Commerce, and local families. Charitable events such as School Scholarships, Breakfast with Santa, Veterans Day Dinner, Ice Worm Luncheon, Fourth of July Street Games, support all youth activities and sports events and other events will be brought to the center of the City. The Lodge employs 5 persons now and will continue to do so.
5. Value of proposed improvements: \$100,000.00 in interior and exterior upgrades.
6. Proposed timeline for development: It will take about 60 days to move the Lodge's critical contents to the new location before opening can occur. Over the next 2 year period, facility improvements will take place in a prioritized manner.

# CITY OF CORDOVA



## Request for Proposals for the Existing Library/Museum Land and/or Building

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### SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Tuesday, December 1<sup>st</sup>, 2015 at 5 PM.

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

Name of Proposer: Greg Meyer and Sylvia Lange

Name of Organization: Cannery Row, INC

Address: P.O. Box 120  
Cordova, AK  
99574

Phone #: (907) 360-9076

Email: gregmeyer@me.com

Proposed Price: \$ 307,500

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

All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

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

JANUARY 12, 2016

## 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.

Final Land Disposal Evaluation Criteria

Criteria	Multiplier	Proposal Rank 1-10	Subtotal for Proposal
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 <i>architectural?</i>	1.25		
Proposal Price	1		
Consistency with Comprehensive Plan	1.5		
<b>Total</b>	<b>10</b>		

1m77  
10  
750  
ADD to  
CPR.  
now  
better than  
work horse.  
have approval  
yes.

1 service = 4-5 professional



JANUARY 12, 2016

## ATTACHMENT E

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 XXXXXXX, 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

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. Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining the project detailed in the site development plan, and using the constructed buildings and structures as well as the undeveloped land XXXXXXXXXX. The Lessee shall give prior written notice to the City of any proposed changes to the site plan that are in furtherance of its authorized uses, and such changes are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent. Inspections. The City and its authorized

For PLE  
not insub

Summ

JANUARY 12, 2016

## ATTACHMENT E

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 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

JANUARY 12, 2016

## ATTACHMENT E

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, 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.. *may not be unreasonably withheld* *D.H.*

## 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

JANUARY 12, 2016

## ATTACHMENT E

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 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,



One Cannery Row • P.O. Box 120

Cordova, Alaska 99574

Phone (907) 424-5920 Fax 424-5923  
907-360-9076

City Manager  
Mr. Randy Robertson  
Cordova, Alaska 99574

November 24, 2015

Re: RFP for disposal of City property known as Old Library & Museum

Dear City Manager;

Cannery Row, Inc., an Alaska corporation, would like to purchase seven city lots, along with the improvements, known as the old city library and museum property located on the corner of Copper River Highway (1<sup>st</sup> Street) and Adams Ave. We plan to convert its current use to a 12 room hotel, restaurant and gift shop. We estimate employing about 10 – 12 employees. We will have plans drawn up and a construction bid, and estimate about \$1,000,000 into property renovation. We hope to have a portion of our business plan in operation summer, 2016 and the project completed within 5 years.

We are planning an exterior design to compliment the style and appearance of the new Cordova Center and the Reluctant Fisherman Inn.

Our offer for the property, "as is" condition, is \$307,500.

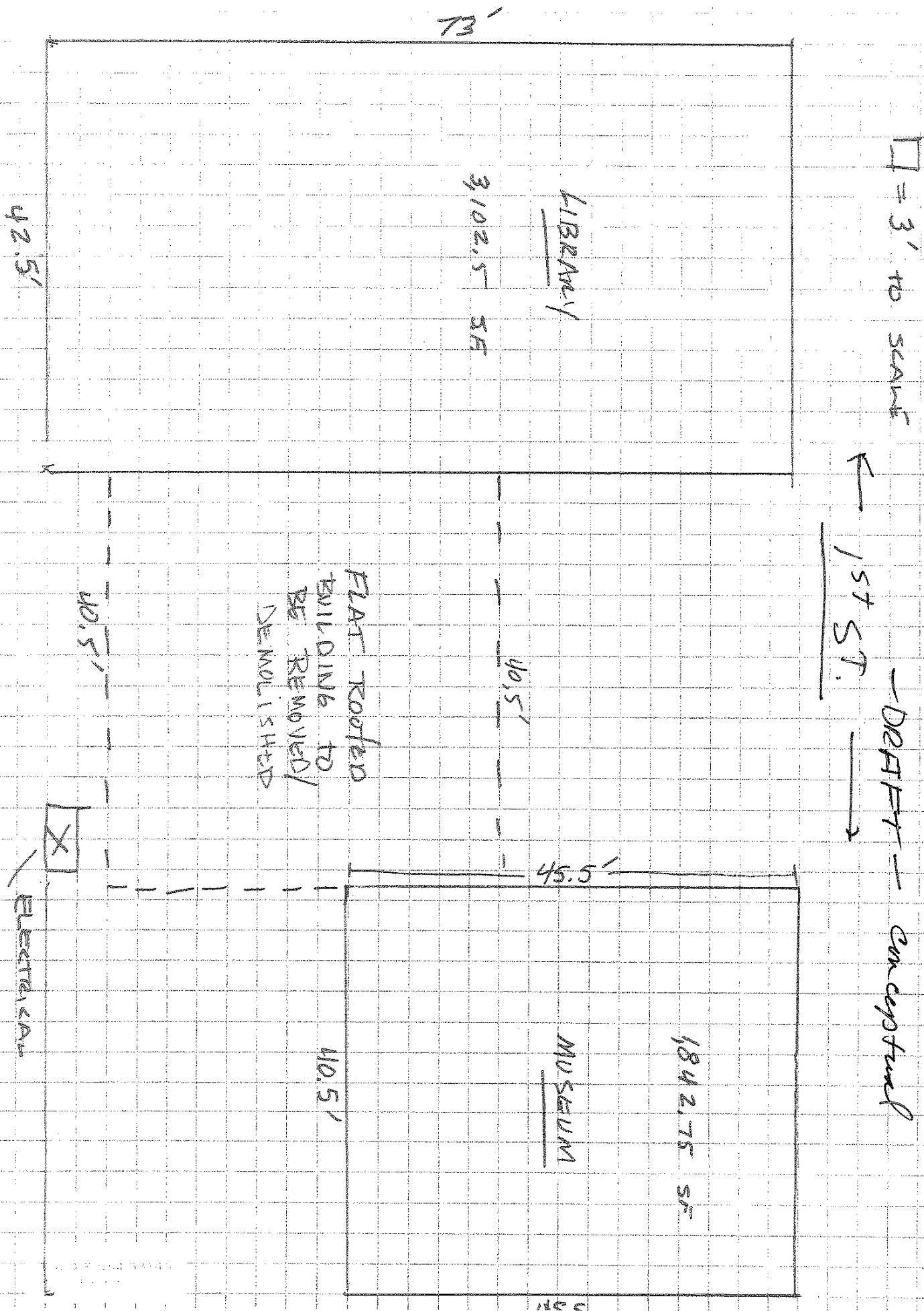
Cannery Row, Inc. has been in business and operating in Cordova since 1993. We currently are in the property rental business. From 1993 - 2000 Cannery Row Inc. successfully owned and operated a 12 room hotel and restaurant on lot 2 of the Cannery Row subdivision in Cordova (Cookhouse Café & Rooms), besides running a fish processing plant and fisherman's storage.

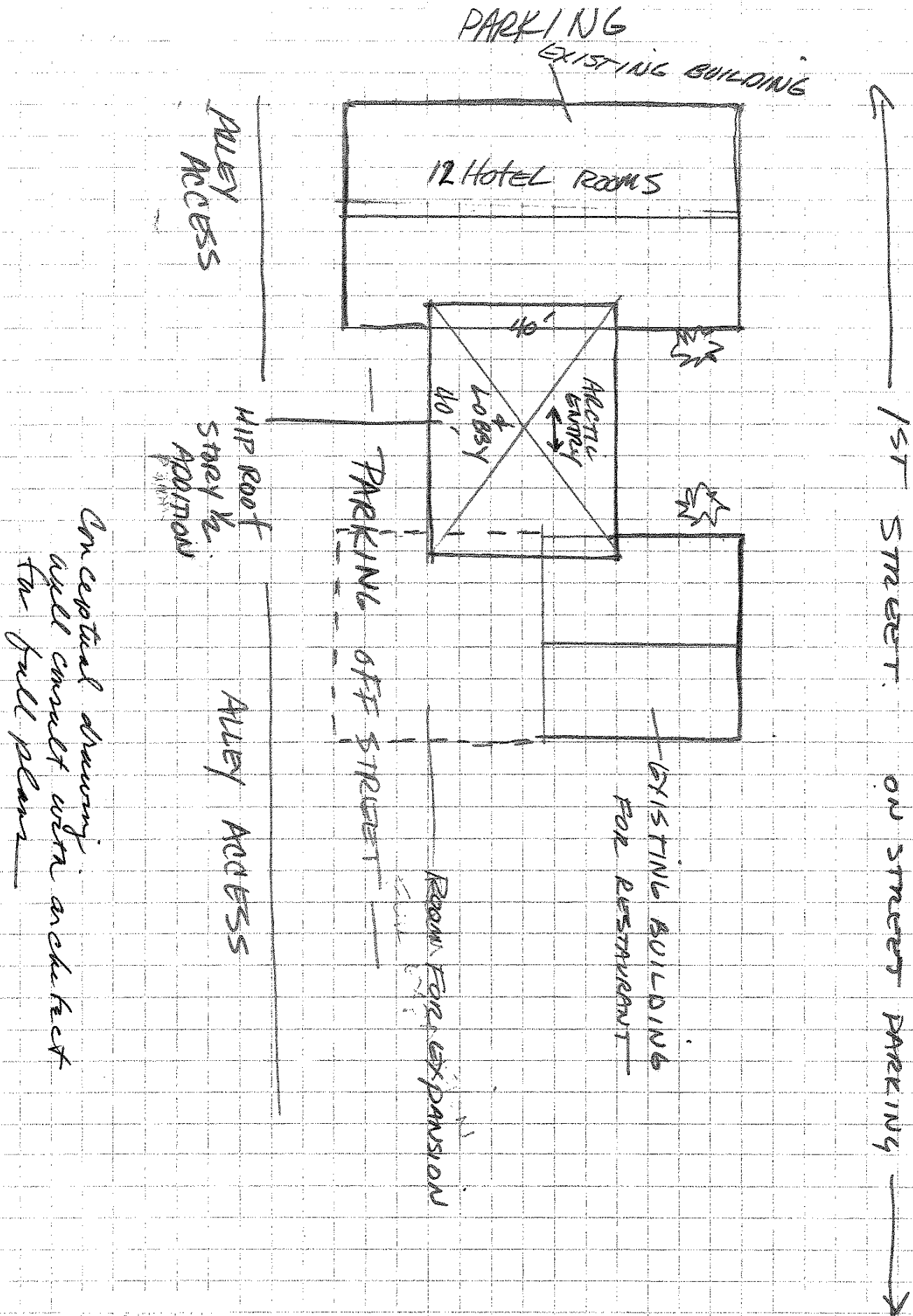
The principals in Cannery Row, Inc. are Greg Meyer and Sylvia Lange, the current owners and operators of Reluctant Fisherman Inn, as Reluctant Fisherman LLC.

Thank you for considering our offer and I look forward to working with you and the city council in the purchase of this property.

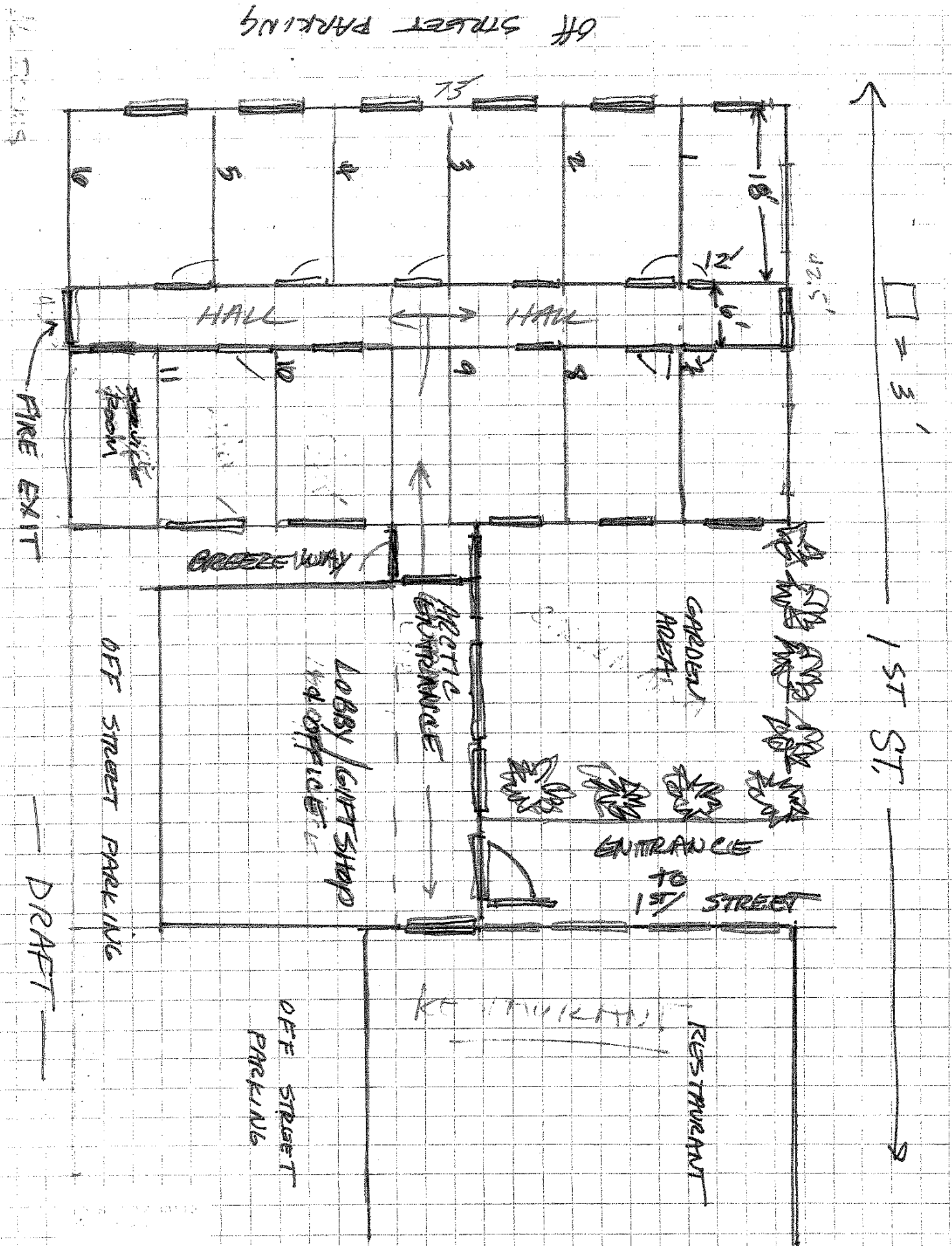
Sincerely,

Greg Meyer  
President, Cannery Row, Inc.  
Mobile: 907-360-9076  
Email: GregMeyer@me.com









RECEIVED

DEC 14 2015

City of Cordova

Cordova Drug Co.  
David A. O'Brien  
Owner  
December 14, 2015

## Project Proposal: Disposition of Existing Library/Museum Land and/or Building

### Background

Create more public parking to maintain the purpose of the district which is: to provide a harmonious mix of activities necessary to further enhance the central business district as a commercial and service center.

### Objectives

- Removal of the existing buildings (Library/Museum) either by sale or demolition.
- Grade the then empty lots, plan drainage, and add substantial substrate as needed, and either pave or chip-seal the property.
- Add approaches to the property from adjacent roadways and plan and execute a traffic pattern within the area to provide the most efficient use of all of the land as a public parking lot.

### Scope

The end result of the project would be expanded public parking area and mitigation of the parking and traffic congestion problem caused by the location and building of the Cordova Center. It would also provide relief to private property owners in the area that are shouldering the burden of current parking overflow.

### Timeframe

	Description of Work	Start and End Dates
Phase One	Removal of existing structures either by sale or demolition	Completion by May 2016
Phase Two	Site Preparation	Completion by May 2016
Phase Three	Provide durable parking surface and ease of public use.	Completion by May 2016

### Project Budget

	Description of Work	Anticipated Costs
Phase One	Structure removal by City of Cordova	Unknown
Phase Two	Site preparation by City of Cordova	Unknown
Phase Three	Surfacing and access by City of Cordova	Unknown
	Total	Unknown

## **Project Proposal: Disposition of Existing Library/Museum Land and/or Building**

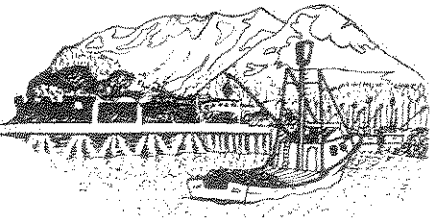
### **Key Stakeholders**

<b>Client</b>	<b>Residents of the City of Cordova</b>
<b>Sponsor</b>	<b>City of Cordova</b>
<b>Project manager</b>	<b>To be determined by the City of Cordova</b>

### **Monitoring and Evaluation**

Progress of the project will be monitored by the City of Cordova and by the residents of the City of Cordova. The value of the end product shall be demonstrated by the use of this area as a solution to the parking problem that now exists due to the location and functions of the Cordova Center.

# CITY OF CORDOVA



## Request for Proposals for the Existing Library/Museum Land and/or Building

*"Opportunity knocks only once. You never know if you'll get another opportunity."  
(Leon Spinks, American Heavyweight Boxer)*

*The City of Cordova has a once-in-a-lifetime opportunity. We are looking for the right person, business, or organization with the vision and abilities to acquire and develop a prime piece of commercial property on Cordova's Main Street, directly across from the new Cordova Center. City Council has asked staff to take virtually all offers for the site, the former home of the City's Museum, Library, and community meeting room. The configuration could be all or any combinations of lots, with or without the buildings. Think creatively and act boldly for this unique chance.*

### SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Tuesday, January 5<sup>th</sup>, 2016 at 5 PM.

Property: Lots 12-18, Block 6, Original Townsite and/or the improvements thereon. This does not include the parking/snow dump area behind the library and museum. See attached map.

Name of Proposer: LOREEN PALLAS  
Name of Organization: CHILDREN'S PALLAS  
Address: PO BOX 200 Phone #: 907-424-4323  
CORDOVA, AK. Email: \_\_\_\_\_  
99574

Proposed Price: \$ 215,000.00

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

All submitted proposals for the building will be reviewed by the Planning Commission. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

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

**Children's Pallas  
Loreen Pallas  
P.O. Box 200  
501 First St.  
Cordova, AK 99574  
(907) 424-4323**

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

RE: RFP for the Existing Library/Museum Land and/or Building

Attn: City Manager

January 5, 2016

I would like City Council to consider my proposal to purchase the existing Library/Museum Land and Building.

I feel moving Children's Pallas Daycare/pre-school to this location would be advantageous to not only myself, but also for the City of Cordova. I have been in business at my current location (501 1<sup>st</sup> St.) for 23 years and consider that this is an established business. I see this move as beneficial to everyone. I will be able to expand my business with the more square footage this opportunity will provide.

My plan upon purchase will be to immediately move the daycare/preschool into the Library area, as I feel this portion of the building to be in good condition and meets all the needs and requirements of a daycare. This would include using the meeting room and bathrooms.

I plan to primarily be in the Library portion. I have heard that the museum portion of the building may need significant repairs. I would re-establish the daycare and then at the same time look at the amount and value of repairs to be done to the museum side. I will evaluate the cost to repair versus removal of that portion of the building. Within 3- 5 years I would do those improvements or decide to remove that portion of the building and possibly have an outdoor fenced playground for the children.

As I have been in this business for 23 years I can say that there is always a need for daycare and early childhood education. I also know that the proceeds from the daycare would be sufficient to cover all my expenses and then allow me time to add another business to the other side or remove that portion of the building and focus on improving the established side.

I employ 4- 6 employees and if I am able to expand my business I would be able to employ additional people.

I would sincerely hope you consider my proposal.

Sincerely,



Loreen Pallas

PROPOSAL FOR LIBRARY/MUSEUM PROPERTY

City of Cordova

Attn: City Manager  
C/O Proposals  
P.O. Box 1210  
Cordova, AK 99574

The Native Village of Eyak proposals to purchase both buildings and the joining middle building as well as the seven lots as offered by the City of Cordova. No sketch has been provided as the building footprint has not changed for this proposal, NVE will install a garage type door in the museum building. NVE proposes to improve the building by re-siding, insulating, making interior cosmetic upgrades and by changing the roofline of all three buildings. The roofline upgrade is necessary to address snow load and shed concerns. The exterior courtyard area will stay the same, exterior doors will be upgraded for security and cosmetic look. Upgrades are estimated to cost approximately \$350,000.00. If this proposal is successful, NVE plans to start construction summer of 2016, but due to uncertainty of contractor schedules, no later than summer 2017.

NVE proposes to expand the existing Ilanka gift shop into the library side of the building along with renting consignment craft booths to small business vendors. This business will be open from 9-5 Tuesday-Saturday and will add one FTE. We estimate \$150,000.00 of sales the first full year of operation, which will add \$9,000.00 in sales tax revenue. The benefit to the community would be jobs, sales revenue and a place to encourage cottage-like industry, therefore creating small economic development for many vendors in Cordova.

NVE proposes to create a marine supply and consignment shop in the Museum building. This shop would sell new, used and consignment marine supplies and equipment. One FTE is expected to be added and with approximately \$50,000.00 in sales for the first full year of operation which will add \$3,000.00 in new sales tax. The benefit to the community would be jobs, sales revenue, a central place to find older and non-manufactured items, and an avenue of alternative revenue stream for community members.

Native Village of Eyak proposes a purchase price of \$30,000.00 for all existing structures and the seven lots.

Thank you for considering this proposal.

Sincerely,



Kerin Kramer  
Native Village of Eyak  
Executive Director  
907-424-7738

# Memorandum

**To:** Planning Commission  
**From:** Planning Staff  
**Date:** 1/7/16  
**Re:** Disposal of Vacant Office Portion of the Old City Hall Building

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## PART I – GENERAL INFORMATION

Requested Actions: Disposal of Vacant Office Portion of the Old City Hall Building  
Address: 602 Railroad Ave.  
Zoning: Public Lands and Institutions District  
Location Map: Attached

## PART II – BACKGROUND

**10/13/15** – From the Planning Commission Regular Meeting minutes:

M/Baenen S/McGann to recommend to City Council to remove the existing office portion of the old City Hall.

**McGann** said that he doesn't see any demand for office space. One benefit would be additional parking spaces for the Cordova Center. **Baenen** said that if the City started to rent office space, there is a good chance they would take business from the private sector. The City could possibly take somebody from a location they are already renting. The original intent of the Cordova Center was to get rid of the old buildings. He overheard a conversation about the old City Hall building and heard someone say they were getting rid of it. It is better to just cut off half of the building and move the boiler over. It may cost a little, but at least they are not putting more money into it and they are not in direct competition with a local business. **Roemhildt**, **Pegau**, and **Bailer** said they agreed.

Upon voice vote, motion passed 5-0.

Yea: **Bailer, McGann, Pegau, Baenen, Roemhildt**

Absent: **Greenwood, Frohnappfel**

**12/2/15** – From the City Council Regular Meeting minutes:

**10.** Disposal of Old City Hall Building – **Mayor Kacsh** handed the gavel to **Vice Mayor Burton** and left the council table

**M/Beedle S/Carpenter** to remove the vacant office space in the existing City Hall building.

**Joyce** asked for clarification as to what that meant. **Beedle** said that was what was written in the memo from the Planning and Zoning Commission as a recommendation. **Bailer** asked if he could clarify – he said that P&Z received a memo that said that the City Council has made it a priority to maximize the use of the existing City Hall building while the fire and police remain in there. He said all of us on P & Z went back to the recollection that the City Hall was supposed to go away. Now, he said if you go back to the recommendation from 2009 – it was to either lease it out or let it go cold. **Bailer** said that option wasn't presented to P & Z – i.e. to let it go cold. He said P & Z may have come up with another recommendation if that was given to them as an option. **Joyce** said that back then there was a lot of public input and the opinion was to dispose of one building and the choice was the Library/Museum building as the one that should be disposed of because it was going to be empty. Really, we couldn't do much with City Hall because fire and police are still there and

that is why the next step after that committee was to look for a new place for fire and police. **Reggiani** said it is good to look back at opinions from the past but that could be stale as well. He suggests referring it back to staff, kicking it back to P&Z for a fresh look now that the Cordova Center is complete with a more informed recommendation.

**M/Reggiani S/Joyce** to refer to the Planning and Zoning Commission as stated above.

**Hallquist** said his comment would be that P & Z should look closely at the option that **Mr. Robertson** has presented with the supporting information from **Chief Hicks** and **Paul Trumblee** – it seems like a really good fit to consolidate all of the law enforcement into one location and rent the space to the Alaska State Troopers.

Vote on the motion to refer: 7 yeas, 0 nays. Beedle-yes; Carpenter-yes; Burton-yes; Hallquist-yes; Bailer-yes; Reggiani-yes and Joyce-yes. Motion approved.

Following this memo is background information that was provided to council, including letters from John Wilson, Randy Robertson, Michael Hicks, and Paul Trumblee, as well as a recommendation from the 2009 City Buildings Committee and the minutes from one of their meetings.

One of the applicable objectives of the ‘Municipal Buildings’ portion of the Comprehensive Plan is to *“Investigate partnerships with other governmental agencies for use of the public safety facility.”*

While the Planning Commission has already made the recommendation to remove the vacant office portion of City Hall, City Council referred it back to the commission to give a “more informed recommendation.”

Staff have identified the following potential recommendations:

1. Remove the vacant office portion (not budgeted).
2. Not dispose of the vacant office portion (“leave it cold”).
3. Dispose of the vacant office portion by one of the four disposal methods from 5.22.060 B.

### **PART III – SUGGESTED MOTION(s)**

Here are motions for the three options above, or state your own:

1. I move to recommend to City Council to **remove** the vacant office portion of the old City Hall building.
2. I move to recommend to City Council to **retain** the vacant office portion of the old City Hall building.
3. I move to recommend to City Council to **dispose** the vacant office portion of the old City Hall building for fair market value as outlined in the Cordova Municipal Code 5.22.060 B by \*

Choose one of the following to insert for the asterisk:

1. Negotiating an agreement with the Alaska Wildlife Troopers.
2. Inviting sealed bids to lease or purchase the property.
3. Offering the property for lease or purchase at public auction.
4. Requesting sealed proposals to lease or purchase the property.



**Location Map**



October 22, 2015

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

Re: Lease to Alaska State Troopers

Dear Council Members:

I am the owner of Wilson Enterprises, LLC, which has, for over 30 years, leased office space to the Alaska State Troopers, in downtown Cordova. We have been looking forward to and have expected many further extensions of this year-to-year lease. To my knowledge, the tenant Troopers have been quite satisfied with our long term lease relationship. I am contacting you because I recently learned that the City of Cordova may be seeking to have the Troopers move out of my building into space to be provided by the City in Old City Hall.

I have resided and have engaged in numerous business activities in Cordova for many years, and in my experience, the City has always followed a policy of not competing directly with private enterprises in matters outside the City's own proprietary functions. A lease of City property to the Troopers would run contrary to that policy, and would adversely affect our business investment.

We have provided a beneficial lease to the Troopers. Our lease is based upon 1,600 square feet of building space, but the building actually covers 3,000 square feet, most of which is used by the Troopers. Approximately seven years ago, we spent \$15,000 adding a steel and Kevlar bullet-proof front wall to the premises, including a large glass panel and talk-through portal, in order to comply with the Troopers' lease requirements; there was no accompanying increase rental rate.

I am aware that leases of City property may ordinarily be done only through competitive bids or proposals, but that the City may negotiate an agreement with a party who has submitted a letter of interest in leasing; I do not know whether that has occurred.

In any case, I hope you will agree with me that it is not appropriate in a small city like Cordova to discourage local business investment and activity by creating fear that the City may later decide to directly compete with private commerce. I request that the City identify some other useful purpose for the Old City Hall space.

Sincerely,

Wilson Enterprises, LLC  
by: John R. Wilson, Member

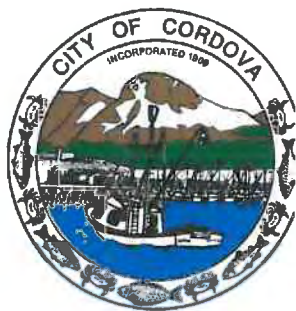
Mayor and Councilors:

Attached please find a position paper from Chief Hicks and Mr. Trumblee regarding the possibility of co-locating the Alaska Wildlife Troopers (AWT) with the Cordova Police Department (CPD) and Cordova Volunteer Fire Department (CVFD) within the old City Hall facility. An element we want to ensure you have complete visibility of is the AWT Commander, Colonel Bear, as well as leadership of Alaska's Department of Administration (DOA), who are responsible for state leasing functions, have repeatedly stated it is the intent of the AWT to vacate their current Cordova facility with the termination of their lease NLT June, 2016. AWT personnel have already examined a facility off Whiteshed Road. Discussion with the AWT and AOD suggests they are interested in leasing the old City Hall for \$2.5k per month, subject to the approval of City Council.

Also attached are recommendations from the 2009 City Buildings Committee addressing disposition of the old City Hall and a summary of the same by Mrs. Lila Koplin, then City Clerk. The building committee comments reflect Mr. Dave Roemhildt's estimate of \$100k to \$200k to remove the administrative/finance unit of the facility . . . a figure that undoubtedly has increased over the last 7 years. Both documents make it fairly clear that the recommendation was to lease or take the building "cold", and to not tear it down until all activities were vacated. Again, while these recommendations are now nearly seven (7) years old, they seem to convey essentially a comparable recommendation to what is on the table in 2015; long before there was any contemplation or discussion of the synergistic, economic and operational value in possibly leasing to the AWT.

v/r

R. Robertson



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

# CITY OF CORDOVA

## *Office of Chief of Police*

November 24, 2015

Mayor Kacsh and Council members,

In the not too distant future we may have a unique opportunity to consolidate various Cordova-based police and emergency services in a central location. The opportunity stems from the Alaska Wildlife Troopers (AWT) Commander approaching the city to discuss the possibility of relocating the Cordova Trooper Post to the old city hall office.

Our initial impression suggest this proposal could represent a tremendous operational and economic opportunity. Not only would it centralize Cordova's first responders under a single roof, but also significantly enhance cooperative training as well as tactical and communication interoperability between all agencies.

Economically, we could also see the possible recoupment of funds recently lost from the state's reduction in reimbursing Cordova for its jail operations contract.

Other elements of the concept plan includes relocation of the City's Division of Motor Vehicles (DMV) Office, which is currently in a leased CEC facility, into space now occupied by the dispatch center.

The Fire Marshal's office, which has 3 doors and is the only corridor to the Fire Department is used by all Volunteers and the General public visiting the department during business hours. This office would be relocated upstairs to secure private, HIPPA and confidential information that now can be viewed by any visitors during business hours.

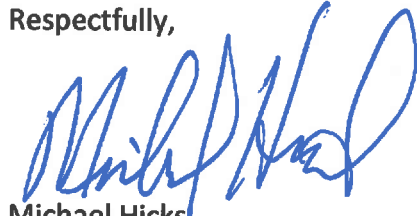
The firefighter/medic would be moved to the Fire Marshal's current office, allowing volunteers to have full, unobstructed use of the training room which they constructed several years ago.

A final note, the dispatch office, as outlined on the attached text below, is possibly located in the worst location from a safety and security perspective. As Chief I feel it is absolutely imperative to initiate action to relocate my dispatch team in 2016.

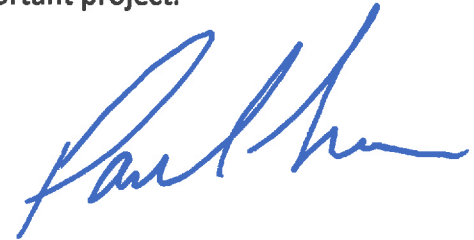
This action places the dispatch team in a secured upstairs location, providing staff with safety and security measures not now available. The attachment further outlines the advantages of this concept.

Thank you for your thoughtful consideration of this very important project.

Respectfully,



Michael Hicks  
Chief



Paul Trumblee  
Fire Marshal

**Concept Plan**  
**Consolidation of Cordova's Emergency Services Activities**

1. Dispatch at its current location is a huge safety problem. In an active shooter situation our dispatchers are vulnerable to attack. If the bad guy takes out dispatch for example and decided to go to the high school, the victims there can call 9-1-1 but no one will be there to answer. Most active shooter scenarios are over within a few minutes. Stop and think of how many people could be killed if there is no way to tell law enforcement that there is a problem. I am not aware of any other dispatch center in the state that is as vulnerable as ours in its current location. In this day and age this is unwise.
2. There have been cases in the past where people have walked into the lobby and pointed guns at our dispatchers and officers. There have also been instances where officers had to subdue violent individual's right outside of the dispatch office. Had the officers not been present, the dispatcher would have been in immediate danger of injury, or worse.
3. It would be fiscally irresponsible to tear down a potential source of revenue and continue to pay rent for office space when the city has space available. Between city hall rental and DMV moving back to the police dept. it would save the city taxpayers approximately \$42,000.00 annually.

4. The cost of teardown, hauling off the material, re-plumbing, installing a new heating system, and rewiring the facility would be very expensive. In 2009 it was estimated that the cost associated with such a project was estimated at \$100k-\$200k. I am awaiting a current estimate of the estimated cost in today's climate.
5. Operations; It would make perfect sense operationally to have the Alaska State Troopers move in to the vacated space at city hall. They would be collocated with CPD, Dispatch, and CVFD, which is tremendous asset.
6. The Trooper boat dock is across the street.
7. 24 hours video surveillance for their vehicles. (2006 one of them was vandalized and a firearm was stolen while the vehicle was parked at the current Trooper Post).
8. Closer access to dispatch services.
9. Whoever moves in will offset the cost of heating the building for fire and police. Currently costs the city approximately \$30,000.00 annually.
10. The DMV office would be moved to where the dispatch office is currently located saving the city \$12,000.00 in rent annually.
11. Cross training of dispatchers could help lessen DMV service interruptions from time to time.
12. Moving two government entities into a government facility will free up space for the private sector to rent/purchase. (AWT/DMV).

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## A MEMO FROM LILA KOPLIN, CITY CLERK

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DATE: March 12, 2009

TO: Mayor and City Council

CC: File

SUBJECT: Recommendation to City Council regarding old City Buildings

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The City Buildings Committee met during the months of December, January and February to discuss options to eliminate one City structure (the library/museum or city hall) after completion of the Cordova Center and the library museum and city hall employees have moved into the new building.

The Committee did select a preferred option and held public hearings on February 9<sup>th</sup> and 23<sup>rd</sup>. The recommended option is as follows:

1. Sell the Library/Museum Building;
2. Lease the City Hall Building once the staff has been moved into the Cordova Center or zone it cold;
3. Begin immediately searching for grants that can be secured to fund the relocation of the Police and Fire Departments; and
4. Demolish the City Hall Building once it is vacated in order to provide additional parking for the Cordova Center.

The Committee also selected relocation options for the Police and Fire Departments as follows:

1. Second Street, Memorial Park location
2. Copper River Highway near cemetery
3. LeFevre Street near old power plant

**Advantages:**

- Revenue generated from sales
- Police and Fire departments out of tsunami zone
- Second Street provides a downtown location for Fire and Police departments
- CRH lot has ample space
- LeFevre Street lot has good earthwork which will cost less to develop than the CRH lot
- Both LeFevre Street and CRH locations have multiple access routes in a less congested traffic area

**Disadvantages:**

- LeFevre Street lot is too small, adjacent property would need to be purchased  
CRH location would cost more to develop and is on the shady north side of the hill



CORDOVA CITY BUILDINGS COMMITTEE MEETING  
FEBRUARY 23, 2009  
LIBRARY MEETING ROOM  
MINUTES

**A. CALL TO ORDER**

*Chairman David Reggiani* called the Cordova City Buildings Committee meeting to order at 7:30 p.m. on February 23, 2009 in the Library Meeting Room.

**B. ROLL CALL**

Present were *Chairman Reggiani*, Committee members *Dick Groff*, *Dan Logan* via teleconference, *Scott Hahn*, *Gary Squires*, *Cathy Sherman*, and *David Allison*. Also present were City Clerk *Lila Koplin* and Deputy City Clerk *Kimberly Escobedo*.

**C. APPROVAL OF AGENDA**

*M/Groff S/Sherman* to approve the Agenda.  
Vote on motion: 6 yeas 0 nays. Motion carried.

**D. AUDIENCE COMMENTS REGARDING AGENDA ITEMS - None.**

**E. APPROVAL OF MINUTES**

1. Minutes of 2/9/09 public hearing
- 1.A. Minutes of 2/9/09 meeting

*M/Allison S/Squires* to approve the minutes.

*M/Groff S/Allison* to add "roof" to the minutes of the 2/9/09 meeting.  
Vote on amendment: 6 yeas 0 nays. Motion carried.

Vote on main motion: 6 yeas 0 nays. Motion carried.

**F. NEW & MISCELLANEOUS BUSINESS**

2. Report from *Squires* in re: Demo of City Hall

*Squires* stated that *David Roemhildt* inspected the mechanical and electrical systems of the buildings and offered a ball park figure of how much it would cost to demolish portions of the building while leaving the fire and Police departments in their present location. He stated that it would cost no less than \$100K and it could be as high as \$200K. He stated that based on his experience, he felt that a project of that nature would require an engineer's stamp as it is a public access building and would therefore he would add about 15% to 20% more to the costs. *Squires* stated that the boiler would have to be

moved. **Allison** stated the facility contractor with whom he met stated that the boiler from the pool would be adequate to handle the Police and Fire departments as well as the City Hall building. **Hahn** stated that the current budget allows for replacement of the boiler at City Hall, but they are thinking now that they may look at what it would take to get that heating capacity from the pool to City Hall and maybe use the money to purchase a boiler for Bidarki which was not funded, but requested. **Logan** asked if there was a market for renters of City Hall. **Hahn** stated that he felt there would be more of a market for renters at City Hall than for purchasers because of the economy. He continued by stating that he has had several people comment that they may have an interest in the future. **Logan** asked if there was no interest in renting, how much it would cost to keep the City Hall portion heated per year. **Hahn** stated that **Roemhildt** suggested that they could reduce the temperature of the boiler. **Hahn** asked **Squires** if there was a way to zone off that branch of City Hall so that it was a lower temperature. **Squires** stated that there was probably a way to move some of the plumbing around. Right now the zones go through the whole building, but he stated that it probably would not be too complicated to put in zones that could be controlled individually.

3. Wrap-up from the public hearing and prepare a recommendation to City Council regarding the old City Hall, Fire and Police, and Library/Museum Buildings

**Allison** stated that based on the public comment, he felt that the first order of business would be to try to sell or lease the Library/Museum building. With regard to the City Hall building, **Allison** stated he felt the City should lease the City Hall portion. If leasing the City Hall portion doesn't go well, he stated he would like to have it zoned off in order to save some cost while they are looking for funds to relocate the Fire and Police Departments. **Sherman** stated that in planning for the Cordova Center, they did look at that City Hall space as eventually being all the parking they would ever need for that facility. She stated that she felt it made sense to lease the City Hall portion while the whole process is going on if there is a market for it. **Groff** stated that parking was a big issue during the public testimony and he felt that everybody agrees that the Library/Museum building was not the place for a parking lot as it was on Main Street. **Hahn** stated that he agreed with **Allison**, but felt that if parking was critical, then the City should not sell the City Hall building. **Squires** stated that as far as he can tell, the demand for commercial property has all been on the South Fill and as such, the parking is diminishing in that area especially during fishing season. **Hahn** stated that he was worried that the City Council and the Planning Commission are going to sell off too much land and then there will not be enough parking for the harbor and the businesses located in that area. **Groff** stated that in **Squires'** first report, he mentioned that one of the largest water mains in town is located directly under City Hall and then directly in front of the building is the largest storm drain in town. **Logan** asked if he understood that there needed to be a little bit more parking on Main Street and wondered if the five or six parking spaces on the right side of the Library/Museum building could be reserved for public parking and then sell the other two buildings. With regard to City Hall, he stated that the City Hall building was going to be demolished sooner or later based on the master plan for the Cordova Center. He stated that it was his concern that the City would spend \$60K-\$80K over the next five year period keeping it heated with nobody in it and

then spend the money to tear it down. He continued by stating that he felt that the City Hall building should be demolished. **Hahn** stated that it might be cheaper to tear the entire building down rather than tearing down half the building. **Chris Canaski** stated that it might be beneficial to begin looking for funding now to move the Police and Fire Departments.

**M/Sherman S/Allison** to recommend the preferred option which is to sell the Library/Museum Building; to lease or demolish the City Hall portion of the City Hall Building; leave the Police and Fire Departments in place until grant funding is secured for the relocation; encourage Council to task the Planning and Zoning Commission with a trails and pathways vision; and task the Chamber of Commerce with a downtown beautification plan.

**Hahn** stated that he didn't agree with recommending the demolition of the City Hall building. He stated that he would rather recommend that they lease it or zone it cold and at the same time begin looking for money to move the Police and Fire Department facility elsewhere. **Reggiani** asked if it was **Hahn's** intent to amend the motion so that the goal is to relocate the Police and Fire Department and after that occurrence, demolish the entire City Hall building. **Hahn** stated that he would recommend that grants to move the Police and Fire Departments be secured and then tear it down and keep it for parking.

The maker (**Sherman**) withdrew the motion with concurrence of the second (**Allison**).

**M/Allison S/Sherman** to recommend the following to Council: 1) sell the Library/Museum building; 2) lease the City Hall building once the staff has been moved into the Cordova Center or zone it cold; 3) begin immediately searching for grants that can be secured to fund the relocation of the Police and Fire Departments; and 4) demolish the City Hall building once it is vacated in order to provide additional parking for the Cordova Center.

Vote on motion: 6 yeas 0 nays. Motion carried.

**M/Sherman S/Allison** that the committee also recommends the expressed need from the public for a master plan for trails and pathways and a master plan for a vision of development for the downtown area.

Vote on motion: 6 yeas 0 nays. Motion carried.

**Allison** suggested passing the minutes from the meetings onto the Council for their information.

#### **G. AUDIENCE PARTICIPATION - None.**

## H. COMMITTEE COMMENTS

### 4. Committee's comments

*Allison* stated that he wanted to pass on his appreciation to the committee for volunteering their time and thank the public for their input. He continued by thanking *Reggiani* for being the chairman of the committee.

*Hahn* stated that when the Cordova Center project is completed, he felt that it would make a positive impact on the City.

*Groff* expressed his hope that the process ends in a decision because the public was concerned and he was happy that the City had made a concrete step forward.

*Reggiani* stated that it has been a pleasure working with everyone on the committee.

## I. ADJOURNMENT

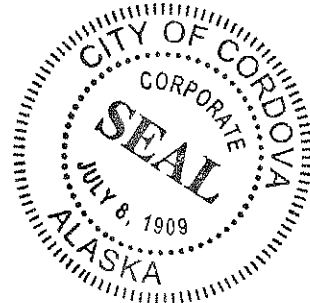
*M/Allison S/Sherman* to adjourn the meeting.

Hearing no objections, *Chairman Reggiani* adjourned the meeting at 8:15 p.m.

APPROVED: March 18, 2009

ATTEST:

  
Kimberly D. Escobedo, Deputy City Clerk



# Memorandum

**To:** Planning Commission  
**From:** Planning Staff  
**Date:** 1/7/16  
**Re:** Chair Election

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## **PART I – GENERAL INFORMATION**

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.

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
- Ballot
- Roll call

## **PART II – SUGGESTED ACTION**

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.

# Memorandum

**To:** Planning Commission  
**From:** Planning Staff  
**Date:** 1/7/16  
**Re:** Vice Chair Election

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## **PART I – GENERAL INFORMATION**

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 and look at codifying the practice in the future.

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

## **PART II – STAFF RECOMMENDATION**

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.

**PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016**

January 2016													
January 2016							February 2016						
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17	18	19	20	21	22	23	14	15	16	17	18	19	20
24	25	26	27	28	29	30	21	22	23	24	25	26	27
31							28	29					
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY							
Dec 27	28	29	30	31	Jan 1, 16 City Closed - New Year's	2							
3	4	5	6 7:00pm City Council Regular (CC Comm. Rooms A & B)	7	8	9							
10	11	12 6:30pm Planning Commission Regular (CC Comm. Rooms A & B)	13 7:00pm Harbor Commission Regular (CC Comm. Room B) 7:00pm School Board Regular (High School)	14	15	16							
17	18 City Closed - MLK Day	19	20 7:00pm City Council Regular (Library)	21	22	23							
24	25	26 6:00pm Parks and Rec. Commission Regular Meeting (CC Comm. Room B)	27	28	29	30							
31	Feb 1	2	3	4	5	6							

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**PLANNING COMMISSION REGULAR MEETING  
JANUARY 12, 2016**

February 2016

February 2016

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