<u>Chair</u> Tom Bailer			PLANNING COMMISSION REGULAR MEETING FEBRUARY 9, 2016 AT 7:00 PM		
Commissioners Tom McGann		CORDOVA CENTER COMMUNITY ROOMS A & B			
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	Allen Roe				
	Aark Froh Ieath Koo			CALL TO ORDER	
	City Plan		2.	ROLL CALL	
S	amantha	Greenwood		Chair Tom Bailer, Commissioners Tom McGann, Scott Pegau, John Baenen, Allen	
	ssistant		3.	Roemhildt, Mark Frohnapfel, and Heath Kocan APPROVAL OF AGENDA (voice vote)	
	eif Stavig			APPROVAL OF AGENDA (voice vote) APPROVAL OF CONSENT CALENDAR (voice vote)	
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				20, 2016 Special Meeting	
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PLANNING COMMISSION REGULAR MEETING JANUARY 12, 2016 AT 6:30 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 6:30 PM on January 12, 2016 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, John Baenen, Allen Roemhildt, Mark Frohnapfel,* and *Heath Kocan*.

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

63 people were in the audience.

3. APPROVAL OF AGENDA

<u>M/Pegau S/Baenen to approve the agenda.</u> <u>Upon voice vote, motion passed 7-0.</u> Yea: Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnapfel, Kocan

4. APPROVAL OF CONSENT CALENDAR

- a. Minutes of November 10, 2015 Regular Meeting
- b. Minutes of December 8, 2015 Public Hearing
- c. Minutes of December 8, 2015 Regular Meeting
- d. Record excused absences for John Baenen and Allen Roemhildt from the December 8, 2015 Regular Meeting

<u>M/Pegau S/McGann</u> to approve the consent calendar. <u>Upon voice vote, motion passed 7-0.</u> Yea: Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnapfel, Kocan

5. DISCLOSURES OF CONFLICTS OF INTEREST

Roemhildt declared a conflict of interest on the review of proposals as he didn't believe he could make an unbiased decision since he is related to *David Roemhildt* of Facility Contractors. The commission concurred.

Baenen said he had a perceived conflict of interest on the Site Plan Review for Ocean Beauty Seafoods as he has been working with them. He said he also had a possible conflict with the disposal of the old City Hall building due to his uncle renting the space the Troopers are in. **Bailer** said the commission all agreed that there wasn't a conflict on the old City Hall agenda item, but that there was with Ocean Beauty.

Bailer said he had done subcontracting work for Far West Management which is which is related to Facility Contractors. He also does a lot of business at Seaman's Hardware and with some of the other proposers. The commission did not find **Bailer** had a conflict of interest.

6. CORRESPONDENCE

The commission received a copy of an email from *Bill* and *Diane Cobb* in support of Seaman's proposal.

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

a. Audience comments regarding agenda items

Randy Robertson, City Manager, said he and the Chief of Police, **Mike Hicks**, were there to discuss the disposal of the old City Hall building. In September he received a call from Colonel **Steve Bear** with the Alaska Wildlife Troopers, who heard there might be space available at the old City Hall. **Robertson** said contrary to rumors, they approached the city first and it is thier intent to move. He thinks there is tremendous synergy in having the Troopers there. In December, the state sent a team down to look at the facility.

Hicks said the Troopers were very interested in moving to the old City Hall building. It makes sense tactically and operationally. A few years ago he was on the committee for a new police and fire building and their plan for the building includes space for the Troopers. Having them in the old City Hall building would help to offset costs and when they do build a new building they could move along with them.

Luke Borer, Mile 49 Copper River Highway, was there to support Seaman's proposal. It's one of the true mom and pop businesses in town.

Wendy Ranney was pleased to see the variety of proposals that came in as it is a prime piece of property and it would be a shame to see it as just a parking lot. She thinks Seaman's is the best choice. In the push to bring new businesses in Cordova they can't forget their infrastructure of existing businesses. Seaman's can't expand where they are at. She doesn't want the commission to be seduced by a quick decision and a high bid.

Clay Koplin, Cordova Electric, wanted to speak in support of Ocean Beauty's site plan. Cordova Electric has made improvements to thier capacity and infrastructure to deliver the required loads and Ocean Beauty has given them warning to prepare for the added load.

D. Roemhildt, Mile 6 Copper River Highway, wanted to speak in favor of Ocean Beauty's and Alpine Diesel's site plan. It is exciting to go through the packet and see so many different proposals for different infrastructure improvements in Cordova. It has been a long time since they have seen a lot of private money being spent in Cordova.

Marvin Van Den Broek said he ran Seaman's for 34 and a half years. He's glad to see the proposals so they can save the building rather than tear it down. He thinks Seaman's proposal is a good one. It is an established building that has been paying sales tax for 50 years. It would give them a chance to expand with the help of the True Value Hardware system.

Dick Groff, 201 Whiskey Ridge Road, thinks it's almost a no-brainer to rent the unused portion of City Hall to the Troopers.

Tim Dillon, 607 Spruce Street, is there for Seaman's Hardware. They have been busting at the seams and there hasn't been an available building until now. If they move in, they will be there for another 50 years.

Dan Nichols, 607 Alder Street, supports Seaman's proposal. Parking is a problem up town and is one of the reasons he is giving up on the restaurant. It would be a good way to spread the businesses out.

Dixon Sherman, Davis Street, is in favor of the Troopers going to the old City Hall. He likes all of the proposals, but his concern is with people referring to competition as negative. He thinks competition is good; there are multiple bakeries, grocery stores, marine supply companies, banks, hair stylists, canneries, transporters, construction companies, and phone companies in town and they haven't put each other out of business. Competition is healthy and he hopes it's not a factor in determining which proposal to recommend.

Jesse Carter, 604 Council Ave, was present to support Seaman's. There is a parking issue during the summer and Seaman's could use an area for expansion. Competition is good and so is keeping money local.

Adrian Smith, 704 Second Street, was present to support Seaman's. If anyone has been to Yakutat, they have seen the miraculous hardware store there run by two old ladies and they have everything imaginable. Seaman's has not done incredibly well because of lack of floor space.

Mary Little, 608 First Street, was present to support Seaman's. She would like to see a current, thriving business be able to expand.

Dave O'Brien, owner of Cordova Drug, said the first public meetings regarding the Cordova Center led the First Street business owners to believe that the parking absorbed into the building would be replaced. Now the city is proposing the Library and Museum land be sold to private enterprise. Most of the proposals only address parking for their project.

Chris Bolin, 607 Birch Street, was present to support Seaman's proposal and the Blackler's site plan.

8. PLANNER'S REPORT

The commission agreed to have the 2016 Land Disposal Maps at the February Regular Meeting. *Greenwood* said the paving invitation to bid was out until the 5th of February. *McGann* requested something about odors be added to the nuisance code. *Roemhildt* verified that the Great Land Trust was looking to have land donated to the city.

9. UNFINISHED BUSINESS

a. Site Plan Review – Ocean Beauty Seafoods, LLC

M/McGann S/Frohnapfel 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 as contained in the staff report.

McGann said it looks like they have addressed all of the issues that were at the last meeting. *Pegau* verified that trucks coming into the building would be coming off Jim Poor Avenue so the parking on Breakwater Avenue adjacent to the building would still be available. *Jeff Backlund*, Ocean Beauty, explained to *Pegau* that the loading door on the south side of the building was a roll-up door to be used during construction.

<u>Upon voice vote, motion passed 6-0.</u> Yea: *Bailer, McGann, Pegau, Roemhildt, Frohnapfel, Kocan* <u>COI: *Baenen*</u>

10. NEW/MISCELLANEOUS BUSINESS

a. Site Plan Review – Alpine Diesel LLC

M/McGann S/Roemhildt to 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.

Roemhildt said he was fully on board with the site plan. **Frohnapfel** verified with **Jerry Blackler**, Alpine Diesel, that there was no drainage for the polyurea liner and that water will evaporate out. **Pegau** said his understanding was that people would be driving out the backside which is not leased and that if the city was using that land people would only be able to use the front for access. The Waterfront Industrial District requires a 20 foot front setback. **Greenwood** said they interpreted the front of the lot to be facing New England Cannery Road. Since Alpine Diesel is only leasing a portion of the lot, the required front setback is not in their leased area. **Greenwood** said they could lease an additional 20 feet if the commission wanted. **Pegau**

asked *Tony Schinella*, Harbormaster, if the 50 foot road was wide enough for the boat lift to turn into the building. *Schinella* said there was enough room using the city's lots. While Alpine Diesel would be using the city's land, they would also be paying to use the boat lift. *Bailer* said that the area is big and wide-open with the boat lift going wherever it needs to go. *Pegau* said if Alpine Diesel leased an additional 20 feet on the east, it would allow them to move the building back 20 feet to meet the required setbacks. *Baenen* agreed that this addressed the issue.

M/Pegau S/McGann to amend the motion to add a special condition to establish the front setbacks as required by code. Upon voice vote, motion to amend passed 7-0. Yea: Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnapfel, Kocan

<u>Upon voice vote, main motion passed 7-0.</u> Yea: *Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnapfel, Kocan*

b. Review of Proposals for the Existing Library/Museum Land and/or Building

Bailer said he would like to let the proposers come up to the commission to say what they want to say and if the commission has questions they can ask them. After that they can discuss the proposals and the criteria.

D. *Roemhildt*, Facility Contractors, verified that his proposal was for all seven lots. He said that he looked at the lots and tried to think of what the city's needs were. People have come to him with needs for small, affordable, well-located locations for businesses. He drew up a plan that eliminated the middle flat-roofed section and included a clock tower. Facility Contractors has been taking run-down assets in other communities and turning them into buildings that are like new, and they haven't had the opportunity to do anything like that in Cordova. He explained that there would be parking along the backs of lots 12 through 15. **D.** *Roemhildt* said there would be a complete interior and exterior remodel from the steel frame.

Dillon, Seaman's Hardware, commented that the proposal from Facility Contractors was already in the Frontier Building, but everyone got moved out. **Pegau** said that their proposal asked that all waste for the remodel be disposed for free which drives down the bid. **Bailer** said that would be addressed in council negotiating. The commission also can't grandfather codes. **McGann** said any new construction would have to meet current codes. **Greenwood** added that it would also need a Fire and Life Safety Plan Review. **Dillon** said they would have to clean the building out, put in new flooring, redo the roof over the flat portion, add-on in the back and the front, and minor cosmetics. He thinks the building looks good as it is. **Baenen** verified with **Dillon** that there were no major architectural changes to the building. **Dillon** said the addition on the front would be flat-roofed. **Dillon** gave a petition to the commission with signatures supporting their proposal.

Blackler, Moose Lodge, said they put a proposal in because they didn't think anyone else would. The Moose Lodge has been in town for 100 years and they need a new home.

Greg Meyer, Cannery Row, said with the completion of the Cordova Center they see a need for 15-30 more rooms in town. They would like to put a restaurant in that would be open year-round and a gift shop. They would gut it and put in new windows and siding to complement the Cordova Center and Reluctant. Their proposal will bring more people to town and will create 10-12 new jobs.

O'Brien, Cordova Drug, said that the fact that there is no requirement for parking downtown doesn't mean there isn't a need. Seaman's is the best of the proposals other than his as it would alleviate the parking and spread it out. He put in the proposal to hold the city accountable for taking away the parking with the Cordova Center.

No one was present to represent Children's Pallas or the Native Village of Eyak.

Pegau asked if the commission would like to identify a top three from the proposals. The hard one to evaluate with the criteria is the proposal for a parking lot since the criteria is set up for selling a lot and building a building. He believes parking is a city responsibility. **Bailer** asked to start with a discussion on that proposal. On his criteria he gave perfect scores for "Importance for Community" and "Consistency with the Comprehensive Plan." **McGann** said that for the parking lot to have any utility, they need to retain all of the lots.

M/McGann S/Kocan to recommend to City Council to approve the seven proposals for Lots 12-18, Block 6, Original Townsite and the improvements thereon.

Baenen said the proposal from Cordova Drug was one of his top proposals. He originally wanted to get rid of the Library and Museum buildings. At the Cordova Center Grand Opening there was no parking available. **Kocan** agreed that parking needed to be addressed. **McGann** said parking was an issue, but said it needed to be discussed whether that was the highest utility for that lot. **Pegau** said parking downtown was very tight. He wishes they had the opportunity to retain several of the lots for parking and to only put out three or four lots for disposal. **Frohnapfel** said he was a huge proponent for parking and economic development so he is torn. **Bailer** said they could move forward a recommendation to council that recommends to retain some of the lots for parking.

Baenen said the proposal from Cannery Row was also one of his top proposals. He said the value of improvements and proposal price were good. One thing he liked was the number of employees. **Kocan** said with the Cordova Center it would be good to have a hotel for close access for conferences and such. **McGann** said having a year-round restaurant would also be beneficial. **Bailer** said it was in his top three, however the purchase price was low compared to the others. The problem he has with all the proposals is the finished value. It is hard to put a value on remodeling. He is judging the proposals more on the buildings and what they are going to look like. He has always said he wants them tore down or when they are sold there has to be architectural features to spruce the buildings up. The buildings are an eyesore. **Baenen** said it needs to come down to architectural features, business plan, and what is best for Cordova; he doesn't think the difference in proposal price really matters. **Bailer** said as a councilmember he is looking at the price. His thought process is the price raises the stakes for the proposers.

Pegau said Seaman's was one of his top three. I regrets when Plumbline moved because he was able to go between Plumbline and Seaman's. Having Seaman's next to the lumber yard is a natural connection. He sees the hotel proposal connecting to the Cordova Center. With Facility Contractor's proposal he has always wondered if areas for small businesses would be beneficial. His main knock on Seaman's is the value of the improvements because the building is going to look the same. *McGann* agreed and said it would be nice to see the building dramatically changed or gone altogether. *Frohnapfel* said he had Seaman's in the top. Unfortunately, the building needs a lot of work, and the value of the improvements is probably much lower than what it would cost. His other concern were the conditions of the proposal on refuse and building codes. *Baenen* said Seaman's was in his top three also. What lowered his rating was the value of improvements and the enhanced architectural design. *Bailer* agreed. *Pegau* said that one advantage of the Seaman's proposal was that they close at five or six so the evening events will have available parking.

Bailer said the last in his top proposals was Facility Contractors. He had a question on the number of employees since the independent operators would be employees. He appreciates the elevation drawings giving them a concept of what they were accomplishing. It was probably the most complete proposal compared to the others. *Kocan* said it took his wife a long time to find a small space to rent. *Bailer* said there probably isn't a more perfect location for any business. *McGann* said it was in his top three. He did not rank it very high for architectural design; he didn't know the significance of the clock tower. *Kocan* said his concern was that it would look too much like a strip mall. He would like to see more drawings to get a better idea of what the finished product would look like. *Pegau* said he ranked it high because of the architectural design. He liked how it looks; he thought it would provide a different kind of appearance in the town. He has questions about being able to fill the units, but he can see why they would like those types of businesses in

town. *Baenen* said the proposal was in his top three. He thinks the proposal is based on speculation; it's hard to say what businesses would go there. Sales tax is also hypothetical.

Bailer said his thought on the proposals was that they would not make a recommendation to council at this meeting. He thinks they should bring it back at the next Regular Meeting to give the public time to weigh in on the proposals. They would not be looking for any new information from the proposers. The four that they have narrowed the proposals down to are Facility Contractors, Seaman's, Cannery Row, and the parking proposal from Cordova Drug. He asked if the commission wanted to rank those four now or at the next meeting. *Pegau* said he is trying to see what they would gain other than people showing up to support a particular proposal. *Bailer* said in past experience people have said they didn't have enough meetings and there wasn't a chance to comment. He said it wasn't a popularity contest it was what is best for the community. *Frohnapfel* said the community should have input. The proposers were there to present their proposals, so there is nothing hidden from the public. *Bailer* said that this was important to the proposers; it is their livelihoods in some cases. *Baenen* said he doesn't think they should rank them right now.

M/Pegau S/Frohnapfel to refer this back to staff.

Bailer clarified that the motion is referring all seven proposals back to staff.

<u>Upon voice vote, motion passed 6-0.</u> Yea: *Bailer*, *McGann*, *Pegau*, *Baenen*, *Frohnapfel*, *Kocan* <u>COI</u>: *Roemhildt*

c. Disposal of Old City Hall Building

M/Bailer to recess for 5 minutes. With no objection, the meeting was recessed.

Bailer called the Regular Meeting back to order at 8:48 PM

M/Baenen S/Pegau to recommend to City Council to remove the vacant office portion of the old City Hall building.

Baenen said he doesn't think the city should be in the business of leasing building space to anyone. He thinks that the boiler is on its last legs and if you downsize the space you could probably get a new, smaller boiler. He doesn't think it would cost \$100,000 to demolish the portion of the building. City Council gives money to the hospital all the time and this would be money well spent. **Pegau** verified with **Hicks** that any remodeling that would need to occur for the Troopers would be at the Troopers' expense. **Bailer** clarified that the portion of City Hall the commission is referring to is the first floor area only.

Pegau said that he does see value in combining all of the law enforcement. He says there is a stated opposition to moving a government entity from private enterprise, which rubs him raw. **Hicks** said that the Troopers have stated that they are planning to move when their lease is up. The city is not competing as the city has leases all over town. They have checked with the city's attorney and there is no basis for a lawsuit. The city is paying for that building to be heated; why not let somebody else pay for it? The state cut the jail budget. Eagle Contracting quoted the demolition at \$148,000. He doesn't see where they have the money to do that.

Pegau said that the disadvantage to having all the law enforcement together is if something happens to that building it takes them all. **Hicks** said that they are trying to move the building to a safer location in the future, but for now they are stuck where they are. **Frohnapfel** said if they keep the portion of the building, someone is going to fill it up; if they get rid of it they can't. They could add parking which would connect with the stairway. **Hicks** said there is ample parking. The issue is educating the public on where to park.

Baenen asked why the Troopers haven't written a letter of interest. **Hicks** said they could get one if they asked. **Baenen** said he doesn't care if it's the Troopers or someone else; they shouldn't rent that space.

McGann said if they weren't going to rent it, he would like to see it removed. They really need to push for the new building. **Kocan** said he thinks the Troopers are a good fit for right now; he agrees that it needs to go, but he doesn't understand spending money to demolish half of it now. **Roemhildt** thinks if they have an opportunity to rent to the Troopers that is good. **Bailer** said the big driver of all of this is the tsunami zone.

Bailer said that even though rent is coming in, the city has to worry about maintenance, cleaning, sewer, water, trash, electrical, snow plowing, and sanding. *Hicks* said that was negotiable. **Bailer** said he was leaning towards letting the area go cold. **Frohnapfel** said if the building had tenants in it then people would say the building couldn't be tore down with the Troopers renting it. **Paul Trumblee**, Fire Marshal, said what was really bothering him was that they were talking about using taxpayer's dollars to tear down a building. He was turned down by council to hire a grant writer to find grants for a new building; where would they find the money to tear the building down? **Robertson** said that the additional costs for the Troopers renting the area would not come out of the rent. They have not been able to negotiate the terms yet because they first have to get approval from City Council. **Baenen** said it would probably cost the Troopers more to move to the old City Hall than somewhere else. **Robertson** said they can't lose anything by trying. He said there may even be other potential renters, but they don't know because they can't even get that far.

<u>Upon voice vote, motion failed 3-4.</u> Yea: *Pegau, Baenen, Frohnapfel* Nay: *Bailer, McGann, Roemhildt, Kocan*

M/Roemhildt S/McGann 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 negotiating an agreement with the Alaska Wildlife Troopers.

Roemhildt said the city has nothing to lose by working with the Troopers. **McGann** said if the city can negotiate a deal that works out to the advantage of the city than it's worth it. There's no reason they can't revisit this if the Troopers don't work out. **Baenen** thinks over the next three years, the cost of renting the space to the Troopers is going to cost three times more than the cost to demolish that portion of the building. **Bailer** said he thinks council will see the dissent in making their decision.

<u>Upon voice vote, motion passed 4-3.</u> Yea: *Bailer, McGann, Roemhildt, Kocan* Nay: *Pegau, Baenen, Frohnapfel*

d. Chair Election

Roemhildt nominated Bailer for chair.

Bailer called for a voice vote on *Tom Bailer* as chair. Upon voice vote, motion passed 7-0. Yea: *Bailer*, *McGann*, *Pegau*, *Baenen*, *Roemhildt*, *Frohnapfel*, *Kocan*

e. Vice Chair Election

Frohnapfel nominated McGann for vice chair.

Bailer called for a voice vote on *Tom McGann* as vice chair. Upon voice vote, motion passed 7-0. Yea: *Bailer*, *McGann*, *Pegau*, *Baenen*, *Roemhildt*, *Frohnapfel*, *Kocan*

11. PENDING CALENDAR

The commission agreed to have a 30 minute long Public Hearing prior to their next Regular Meeting.

Greenwood said that on the agenda are the Land Disposal Maps and the proposals. *Bailer* said that in the past they have recommended more than one proposal to council.

12. AUDIENCE PARTICIPATION

Nichols said there wasn't that much business in town. He chose not to get a liquor license for his motel so he wouldn't step on anyone's toes. He wants the commission to remember what obligations they have made in the past. He went on to explain how his business with the motel and grocery store changed over time. He's not sure they will be able to maintain the town because it is getting too big, which can be a problem.

Borer said that they need a sound system. He said there was a big empty space for parking behind the Library and Museum. There's no snow there during the summertime and there is a huge parking lot there. He said Seaman's proposal said they would be utilizing the scenic byways designation.

Meyer said he agreed with *Hicks* about parking. A big thing is signage pointing out public parking. There are areas for parking like the snow dump across from the Reluctant, the snow dump behind the Library, there is *Steen's* property on Main Street for sale.

Dillon said if they move out of their building someone else would move in. When they close up at the end of the day, the parking lot could be available for others at night. As soon as they move into the building they will be open and paying sales tax right away.

Hicks thanked the commission for volunteering. He thanked them for having an open mind and an open dialogue with the public.

D. Roemhildt said he was excited to do Pioneer Square. As far as businesses go, small businesses and start-ups are the first step on the stairway to making bigger businesses. They don't have a lot of that infrastructure in the community. In terms of economics in Cordova since the 80s they have been doing the same thing and sliding behind every year. The system is flawed and it will take investment in new capital and going after properties that everyone else gave up on and said weren't worth anything. The city has six proposals for a building that everyone said needed to be torn down. They have to start investing in the community.

13. COMMISSION COMMENTS

McGann said that they passed Ocean Beauty's site plan which was totally different from what they told us they were going to build when they sold them the property. They should keep in mind that it is tough to enforce the development.

Kocan said it was good to see seven proposals and have something to think about.

Roemhildt said they should talk about parking some time.

Baenen the three proposals were all close and had merits. If it was easy they would have picked one. He has been in Cordova 30 years and he knows all of the people and wants to business with everyone. It is important that they are as fair as possible. It will be a tough decision, but ultimately it is council's decision.

Frohnapfel said that they are all neighbors and they all have to work together and they all are each other's customers. He is still a proponent for putting the Fire and Police station in the Library, but he can't find any support for it.

Pegau said it was nice to actually see a crowd there. He thanked everyone for sticking with them. The input provided is what he needs to stop and think about. He knows that how he grades after a month is different than two days of thought. The public input is important to him.

Bailer said he would echo that and say when the facts change, so does his opinion. He cautioned the commission that they cannot discuss things with the proposers. He asked the proposers not to approach them as it is unethical

ex-parte communications. There will not be an opportunity for the proposers to come back and change things. The proposals are in, they are looking at opinions from the public at large.

14. ADJOURNMENT

M/*Frohnapfel* S/*Pegau* to adjourn the Regular Meeting at 9:53 PM. With no objection, the meeting was adjourned.

Approved:

Tom Bailer, Chair

Leif Stavig, Assistant Planner



PLANNING COMMISSION SPECIAL MEETING JANUARY 20, 2016 AT 12:00 PM CORDOVA CENTER COMMUNITY ROOMS A & B MINUTES

1. CALL TO ORDER

Chair *Tom Bailer* called the Planning Commission Special Meeting to order at 12:00 PM on January 20, 2016 in Cordova Center Community Rooms A & B.

2. ROLL CALL

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

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

7 people were in the audience.

3. APPROVAL OF AGENDA

M/Pegau S/Baenen to approve the agenda. Upon voice vote, motion passed 7-0. Yea: Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnapfel, Kocan

4. DISCLOSURES OF CONFLICTS OF INTEREST

Bailer said they had discussed Baenen before and they had agreed that there wasn't a conflict of interest.

5. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

a. Audience comments regarding agenda items

Tim Joyce, 1001 Pipe Street, sees they are rescinding action they made at a previous meeting. The roles of the Planning Commission are held in Title 18, which gives them authority to look at property, what it is used for, how it's used, how it fits with the planning rules and ordinances, and uses as far as comprehensive plan goes. Nowhere in that title does it give them the authority to look at finances or whether something is good or bad economically for the city. That falls to City Council, which is elected by the community. Council can be recalled and voted out, and they are responsible to the community. The commission is appointed; council is not. Their role lies within Title 18. If they step out of that role they are no longer functioning as the Planning Commission.

Dixon Sherman, Box 1186, Upper Davis, said he was in favor of the vote they made at the last meeting. He doesn't think they should keep voting until they get the outcome they want. He hopes they see the money they could be saving and making, compared to the money they would spend to take half the building down.

6. NEW/MISCELLANEOUS BUSINESS

a. Rescind Motion on Disposal of Vacant Office Portion of the Old City Hall Building

M/Baenen S/Roemhildt to rescind the motion that was approved at the January 12, 2016 meeting: 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 negotiating an agreement with the Alaska Wildlife Troopers

Baenen said he felt the original motion should have never been made due to the fact the Troopers had no proposal or letter of interest. **Roemhildt** said he has always been a proponent of government entities working together, but he feels that the decision they made was overzealous. **McGann** said that all they did was recommend the city start the negotiating process. They would not be accepting any proposal. The negotiation may go nowhere, but that is not for them to decide. **Pegau** verified that there was no new information since their last meeting. **Frohnapfel** said that if the Troopers were interested they need to submit a letter of interest as it feels like they are seeking out people.

Upon voice vote, motion to rescind passed 5-2. Yea: *Bailer, Baenen, Roemhildt, Frohnapfel, Kocan* Nay: *McGann, Pegau*

b. Disposal of Vacant Office Portion of the Old City Hall Building

M/McGann S/Pegau to recommend to City Council to retain the vacant office portion of the old City Hall building.

McGann said they could turn that portion off with not very much money. *Pegau* said there has been a promise that the area would become a parking lot, so he is nervous. *Frohnapfel* said if they have an empty building, it will get filled up. *Baenen* said he would like to see it go cold and not be used for storage.

M/Pegau S/Baenen to amend the motion so that it reads: to recommend to City Council to retain in an unused state the vacant office portion of the old City Hall. Upon voice vote, motion to amend passed 7-0. Yea: Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnapfel, Kocan

<u>Upon voice vote, main motion passed 7-0.</u> Yea: *Bailer, McGann, Pegau, Baenen, Roemhildt, Frohnapfel, Kocan*

7. AUDIENCE PARTICIPATION

James Burton, 902 LeFevre, said that some of the commission said if they saw a letter of interest from the Troopers there could be a different outcome, but they still talked about zoning it cold and working towards tearing it down. He wonders if they read the packet as there is a building committee recommendation to lease the City Hall building once the staff has moved into the Cordova Center or zone it cold. They aren't giving themselves any option. It is irritating to see a dialogue that looks like it is going one way and then have it not end up where it looked like it was going.

Joyce reminded the commission of their roles and responsibilities. Their role is to look at the lease to see if it fits in the zoning codes. If it does, then their option is nothing more than to make a recommendation to proceed. Don't step outside the box because at that point the recommendations are worthless.

8. COMMISSION COMMENTS

Pegau said they just said not to tear the building down. Next month they have the Land Disposal Maps. The decision was consistent with the land disposal process and the planning code.

9. ADJOURNMENT

M/*Pegau* S/*Roemholdt* to adjourn the Special Meeting at 12:29 PM. With no objection, the meeting was adjourned.

Approved:

Tom Bailer, Chair

Leif Stavig, Assistant Planner

SEAMAN'S HARDWARE RELOCATION PETITION

Jan 7 2016

We the undersigned support Seaman's True Value Hardware's proposal to relocate the formation of the Library/museum building.

Date	Name	Address	Phone_
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1-07-16	Teal Louise Turlinhour	Box 14	253-7173
1-07-16	BART ASKAN C	Box 2192	424-5352
1-07-16	KURT JODES KARDERS	POB 1221	3836
1-07-2010	Raven Madison RC-	PO BOX 602	(007)231-3136
31/07/16	Admian Smith	Box 137	428 2149
01/07/16	Mical Re-Feldt	Box 734	424 - 3866
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SEAMAN'S HARDWARE RELOCATION PETITION

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We the undersigned support Seaman's True Value Hardware's proposal to relocate the business to the Library/museum building.						
business	business to the Library/museum building.					
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1/7/16	Bill BUELL William E. Buell	TOBOX 2592 CURAVA	424-5109			
1/2/11	Scott Trucks 1 tout	P.O. Box 145.	(907)253-7132			
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1-7-16	LUKE DERERTHSou	Box 378	907424737			
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1-7-16	Glenn Rjiska Alemaldycola	ABBOX 936 BUB HSMILE SCAPE BUB	<u>-</u> <u>k 9079036270</u>			
1-7-16	Ju Porces Kloress	4100 12 PENDE 38 18	907 841 2167			
1-7-16	Cale Herschleb	PO 1261, CDV, 99574	907-424-3153			
1-7-10	Caldyn Dillon	P.U. BOX. CdV, ALC 945	N 907-424-SOI			
1-7-16	Che My Erichon	922 center Drive	429-7324			
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1-7-16	Can Bailey	605 5th 1416	421-7586			
1-1-16	MMM. Al Mikelosport	BX 1355	429 3159			
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Jan 7 2016 SEAMAN'S HARDWARE RELOCATION PETITION

business to the Library/museum building. Phone Name Address Date____ Collina 355-5206 300 12400 100 7016 Crushe 145 Exall IV 2537657 489 4797 -2016 609 ceder st David L Glosen and la 216 orca 429-5988 eres -201h Tollow MA mile 4 Cypor Ang 253 - 4393 -8-2016 Collice Michael Collins Collies 18 253-5600 SENE 700 CHASE άl 424-7632 Got 4th g 7900 2016 ANDRA GLASE KHAG/ 6145754 424-353 Bex432 2016 20-2-04 400 Gillasoi EREY 423-1456. DOI 408 Daules 605 5 th 424-7586 6 TOWN YEARSE Avis Knaig er. 7245789 19 Mile W. l 253-3993 4. Leshed mas Makena O' Toole Esta 1/9/14 # a Glasen 2535377 te 1185.2NA may bandles 4243486 ARUIN VAN DEN BREER 57 arner 702 Lake Ave 4243756 -16 and FIL Wenc Kannel 2500 Orca 429-6688 110 YUN Road A Start -7675

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SEAMAN'S HARDWARE RELOCATION PETITION Jan 7 2016

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SEAMAN'S HARDWARE RELOCATION PETITION

Jan 7 2016

We the undersigned support Seaman's True Value Hardware's proposal to relocate the business to the Library/museum building.

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11-Jan-16	Nick Tieleman Mich Les	P.O. Bx 1103	907-258-7756
#/-11-16	Luis Landaluce	SOI 4th St.	907-424-3932
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i-11-16	Kard STEEN	511 Third street	907-253-393
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SEAMAN'S HARDWARE RELOCATION PETITION Jan 7 2016

We the undersigned support Seaman's True Value Hardware's proposal to relocate the business to the Library/museum building.

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SEAMAN'S HARDWARE RELOCATION PETITION Jan 7 2016

We the undersigned support Seaman's True Value Hardware's proposal to relocate the business to the Library/museum building.

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From:Earle CookTo:Leif StavigCc:Library buildingSubject:Library buildingDate:Tuesday, January 19, 2016 12:04:12 PM

Greetings,

I would like to lend my support to Seaman's Hardware in their efforts to purchase the Library building.

--Regards, Earle Cook P.O. Box 980 Cordova, AK 99574

Shane Songer

PO Box 2116 Cordova, AK 99574

City of Cordova, Planning Commission and City Council

PO Box 1210 Cordova, AK 99574

City of Cordova Planning Commission,

I would like to enter my letter of support for Tim and Joanna Dillon and their request for purchase of the Library / Museum at 622 First Street from the City of Cordova to expand the Seaman's True Value Hardware store that has been an icon in Cordova for the 30 plus years I have lived in Cordova.

Tim and Joanna do have a vision to expand their inventory on main street Cordova in this newer and larger space. This would allow them to sell the current store to possibly afford someone the opportunity to make a new business on Main Street. It would afford more parking for patrons of all businesses on Main Street by spreading parking out to the Library / Museum parking space rarely used at present.

Even though Tim and Joanna don't have a fancy presentation their vision is real and their business is established in Cordova. The visual curb appeal modifications can come later after their venture allows them the time to complete the modifications that need to be done inside for safety and to allow them to get back into business in their new location. (Make a stipulation that the outside curb appeal has to be completed within a certain timeframe after opening for business.)

Please put Tim and Joanna's proposal at the top of the list. They deserve to grow. These folks have the best plan for the space and for the price they are willing to pay.

Respectfully,

January 29, 2016

To: Cordova Planning Commission

From: Mary Little, PO Box 1183, Cordova

Re: Disposal of Library/Museum Property

I am writing in support of the proposal from Seaman's Hardware for the Library/Museum property. I would like to see this property back on the tax rolls. Seaman's, as a local business that has a proven track record of over 50 years as a successful, tax revenue producing business, is the most sensible choice.

Having Seaman's in this location would help maintain (renew?) First Street as a thriving business district. It would allow them to grow as a company and increase local shopping options. The freeing up of Seaman's current location would also provide a great location for a either a start-up business, or a small business to expand into. We have invested millions of dollars on First Street and need to keep the momentum going for this downtown revival.

The option of demolition and installation of a parking lot would cause the loss of tax revenue gains for our City coffers, which we all agree is sorely needed. Although parking for First Street is definitely a pressing issue, there are other areas that could and should be developed as parking lots. I believe the parking issue is of such importance, it deserves attention as a stand-alone subject and hope the planning commission will solicit public comment and explore options. We are always looking for the highest and best use of our city properties. There are other available downtown properties that don't fit that standard, one of those can be designated for a parking lot.

The restaurant business has been a historically tough market for Cordovans. This pie does not need to be sliced into any smaller pieces. Many restaurants are seasonal only. The few that remain open need that summer dollar boost to be as large as possible to ride through the winter season. For this reason, I cannot support the other proposals.

Thank you for your time and thoughtful consideration on these proposals.

Mary Little

Representing: Laura's Liquor Shoppe, Laura's Apartments, COPE Books & Toys, David Little Photography

February 1, 2016

Cordova City Council Planning and Zoning Board PO Box 1210 Cordova, AK 99574

RE: Pioneer Square Project, First Street Cordova, AK

Dear Council and Board Members,

I have never been more excited about a project that is not mine than I am about Pioneer Square. Pioneer Square is the perfect project to continue to elevate First Street. Pioneer Square will bring opportunity to many community members. Pioneer Square will be an attractive addition to Cordova, complementing the newly renovated Pioneer Igloo and the newly opened Cordova Center.

Pioneer Square goes along way to help define First Street as a retail corridor. Pioneer Square provides opportunities to up to 12 new businesses. This project provides opportunity that does not currently exist in Cordova. This project provides the opportunity of business ownership for some members of the community that may not otherwise be able to open a small business.

Pioneer Square has a DEC approved kitchen available to members of the community to rent to produce any number of products. This has been a long-standing desire of many aspiring entrepreneurs that are only short on capital to build such a facility; a facility specifically built to support this type of usage.

Twelve new modern self contained retail units. Maybe we'll see a small book store in Cordova again. A quaint espresso bar with fresh baked cookies and a cozy chair in the corner. A small art studio and gallery space for any number of Cordova's talented artists. A gift shop filled with exceptional Alaskan gifts for visitor's to take home from their meeting in Cordova or their trip of a lifetime. The businesses of Pioneer Square will give visitors to Cordova a reason to leave their outside dollars in Cordova and give Cordovan's opportunity.

Pioneer Square represents opportunity in Cordova, opportunity for many members of the community. I urge you to support this opportunity for Cordova.

Cluth

Christa Hoover Cordova, Alaska

Dan 16,16

TO: Planning Committee City Council

My name is Pain Smith. I have liked here all 58 years of my life. I have seen business in town come and go. I have seen some work and some not.

Jam writing this letter in support of Dave Roemhildt's idea for the old library, It's about time Something is built for the support Small businesses and to give them a chance to flourish. Please take the time to consider US small people who make the town

what it is and vote for Dave's idea

Thank you Pam Smith

Planning & Zoning Commission

City Council

I am full-square behind the purchase of the old Library complex property by Bootslyn and David Roemhildt. These two see the future of our town. Their business model is in keeping with "A Better Cordova" and would benefit individual community members in an exponential way—not just the individual wealth of one family. The services and goods offered in Pioneer Square would be high value, diverse and reasonably priced the space would be attractive and the daily operations there would bring life value for residents and visitors alike.

The idea for Pioneer Square is an attractive one, so very much in keeping with our goals merging historical Cordova with our current needs offering a wonderful place to come to. It will be a great show case addition to our main Street, an obvious ode to our regard for our fascinating history and love for where we've come from and where we are going. Pioneer Square would be an architectural love song to our little town where so many come to work and play and enjoy the richness of life in an Alaskan setting.

Being a part of Pioneer Square would allow my own business model to come true providing me a safe and comfortable space to continue bringing my flowers, garden design, herbals and floral décor to Cordova.

I want you all to consider what a good decision it would be to grant this property sale to David and Bootslyn Roemhildt. It would certainly change my life and the lives of others for the better.

Thank you,

Carolyn Roesbery Bx 594, Cordova AK 99574 akmediascope@yahoo.com

Date: Feb 1, 2016 Lisa Balint P.O. Box 784 Welches, OR 97067

Cordova City Planning Commission Cordova, AK 99574

To Whom It May Concern,

I am writing to add an informed opinion on the upcoming sale of the museum/library property in Cordova. I believe that there would be many benefits to it being purchased for the use of Seaman's Hardware.

Our family of five just recently moved away from Cordova, but our hearts are still quite present there as is our extended family and friends. I worked on that street and gave my time and energy back to the community while there. The moment we came off of the ferry as we began our adventure of living in Cordova, I was given a job at Seaman's True Value Hardware. I learned a large amount about the people of Cordova while working there. It wasn't just a business, but rather a gathering place where family and friends stopped in either to just say hello, to round up fellow Cordovans to help with a difficult task, or to ask questions about their various repair needs. It was an incredible work environment filled with great people, many needed resources, and helpful tools. I am thankful that I had the opportunity to work there.

Seaman's Hardware has been a well-established part of the community on Main Street for over fifty years. In that time they have increased their inventory to accommodate the needs of Cordovans and have worked hard to make their shop organized and efficient, but they have easily outgrown their current space. While working there the last few years I was able to intimately understand their need for a larger space. They have filled every inch floor to ceiling both on the main shop floor as well as the basement area. On freight days we often had freight lining the aisles and pushing outside the constraints of the doors. It made it difficult for shoppers to maneuver around as we moved as efficiently as possible through the freight. Cordova's rain definitely didn't help. Some days Main Street would get so congested that we had to drive the freight truck around a few times just to allow for traffic to open a space to safely remove it. Bringing in new stock was often difficult and would take completely re-merchandising an entire wall just to add a new item requested by customers.

I know that Seaman's would like to be able to offer more room for products that would also allow for a wider inventory. I also know that obtaining a larger space would make moving and unloading freight much more manageable for staff and customers alike. The added space would better the shopper's experience and allow for a larger variety of purchasing options. Customer requests for new products would be easier to accommodate. By moving their store to the new location they would be freeing up needed parking space and decrease some of the congestion on Main Street especially during the spring through Fall months when fisherman, homeowners, cannery workers, and contractors are

constantly flying in and out of the store throughout the day. I was, unfortunately, able to witness four separate incidences of cars accidentally bumping into one another while trying to parallel park on that small stretch of street within my first few months working there.

Seaman's True Value Hardware has shown their commitment to the community. The owners are dedicated to Cordova, have given their life towards this business, and are upstanding citizens. They look for ways to give back to their community and help others, are skilled in their trade, and truly care about the people that they serve. Their business generates tax revenues back towards the City that some of the businesses proposed for the space simply wouldn't be able to give. I truly feel that they have earned this opportunity and would love to see their hard work and dedication to Cordova rewarded with an environment better fitting their needs. By helping them, you not only are helping bring more options to Cordova, you're also choosing to support a family operated business that will continue to further support the City of Cordova for years to come.

Thank you for your consideration

Sincerely,

Lisa Balint lisaannbalint@gmail.com

Leif Stavig

From: Sent: To: Subject: Susan Bourgeois Tuesday, February 02, 2016 3:07 PM Leif Stavig FW: Letter of support for Pioneer Square

From: Katie Stone
Sent: Tuesday, February 02, 2016 10:48 AM
To: Susan Bourgeois <cityclerk@cityofcordova.net>
Subject: Letter of support for Pioneer Square

To whom it may concern,

This is a submission of support for the old museum/library to be transformed into Pioneer Square. Of all the proposals this concept appears to be the most beneficial and considerate of the community of Cordova. This would provide a feasible space for local entrepreneurs to afford attempting the pursuit of a passion or dream. In addition, a location for community events and gatherings, a leisure outdoor area that is not attached specifically to a restaurant or bar, AND DEC certified kitchen...The ideas of what could and will happen if this proposal is approved are so exciting and not limiting! Pioneer Square seems to be a mindful consideration of the thoughts, desires, and interests of the year round residents of Cordova. I give 100% support to this proposal and I hope you will as well.

Thank you, Kate Stone

From: Raven Madison <raven.alayna@yahoo.com> Subject: Letter to the city clerk

Message Body:

As a young citizen of Cordova, planning to make this place her permanent home, I want to see Cordova grow better not bigger. By utilizing this building for Cordova's small business owners, it will create a plethora of possible jobs as well as creating a usable space for all of the residents. I hope this will be the chosen project.

I would like to share with you the letter I sent to the City Clerk:

After carefully considering all possible projects for the old library location, I have come to the conclusion that the Pioneer Square would be most beneficial to the city of Cordova and its citizens. As my personal opinion, I believe the other proposals seem exponentially less beneficial to the community. A hotel and restaurant would not benefit the community because we already have two hotels that are constantly vacant half the year. The parking lot would destroy the building, and again, half the year would barely be used. Seaman's hardware should move off main street to fix both wanting to expand and our parking issue.

This privately funded project would provide jobs for the citizens of Cordova, and it would create a place of endless possibilities. As a small business owner I have thought about expanding my business to a brick and mortar shop, however the only thing holding me back is an affordable place to operate. The Pioneer Square project would have eight small units providing for myself, as well as other small businesses the opportunity to open up a permanent location for the community to enjoy our services and products.

Another benefit would be that the building wouldn't be torn down but instead restored into another beautiful spot for the community gather on nice days in the outdoor courtyard, to hold social events, weddings, birthdays, etc. and would also be a place where people can share their love of cooking.

Please consider carefully the decision you're about to make. Sincerely,

A Concerned Citizen Raven Madison

From: Rachel Hoover <Hoovadarling@gmail.com> Subject: Pioneer square

Message Body:

This would be a wonderful addition to Main Street, if small spaces where available to rent I would be interested.

Spaces to rent are so expensive, if we had many and affordable to all what a great opurtunity to support local.

From: Sharin Leppert <sharinleppert@gmail.com> Subject: New building

Message Body:

This looks like something that can benefit our town. The beautification of this building, the possibilities of new businesses, and keeping our money in Cordova!

From: Rebecca Robinson <<u>becness1@yahoo.com</u>> Subject: Pioneer Center

Message Body:

It's about time we have a building like this. Cordova is very limited on retail space, and most of what is available is too big or too expensive for small entrepreneurs trying to get started.

From: Breanna Mills <breemills86@gmail.com> Subject: Support for Pioneer Square Proposal

Message Body:

I am writing to express my support for this proposal. All of Cordova deserves for something great to be done with the prime real estate where the library/museum once were housed. This proposal would mean such an amazing opportunity for local small business owners, like myself, to grow their businesses and thrive. Having a high-end, remodeled space will bring a fresh, exciting, and much needed face-lift to Main Street. Pioneer Square is the right choice for Cordovans and small business owners. Let us have an opportunity to EARN and SPEND our money here!

From: Vivian Kennedy <<u>lovexoak@gmail.com</u>> Subject: Support for Pioneer Square

Message Body:

After reading all of the proposals for the old library and museum lots, Pioneer Square is hands down the right choice. What a great opportunity for new small businesses to take off. This kind of store front encourages healthy commerce by reducing stagnation. Simply put, if a business doesn't survive, it can be moved out quickly, making way for new ventues to move in. Their building plan beautifully ties in with our new City Center and other recent community building make-overs. Cordova is becoming more beautiful one building at a time. Boots and David have consistantly shown that they mean business. They are professional and follow through, and their recent developments and overhauls have greatly improved Cordova's appeal. I hope the city chooses their proposal. Pioneer Square absolutely has my support.

Sincerely,

Vivian Kennedy

From: Kenneth Jones <<u>fvsamani@gmail.com</u>> Subject: Pioneer Square

Message Body: To whom it may concern,

As a life long resident of Cordova, I like the proposed idea of pioneer square. I think it would be a great addition to main street, offering a facelift to a building that desperately needs it. What is most attractive to me is that It will provide shopping and more food store front options within walking distance of the grade school, pioneer igloo, and new city center. This may help to attract prospective board of fish meetings, and other conventions to the center.

Thank you - Ken Jones

From: Alvin & Judy Fulton <AnJ2_Fulton@ctcak.net> Subject: Pioneer Square Proposal

Message Body:

We recently had the opportunity to view first-hand David Roemhildt's proposal for Pioneer Square. We strongly feel that this proposal should be the I recently had the opportunity to view David Roemhild'ts proposal for purchasing the old Library/Museum Building. Both of us want to ecourage the Council to accept his bid which will improve the appearance on Main Street plus providing space for new and existing businesses in Cordova. It will bring in more sales tax plus and strengthen the tax base in Cordova. Not to mention that David's bid was the highest one made which will help the coffers.

From: Debra Adams <<u>debraadams421@gmail.com</u>> Subject: pioneer square

Message Body: what a great idea!

From: Bret Bradford <<u>bretbradford@ak.net</u>> Subject: Pioneer Square

Message Body:

Pioneer Square looks like a great idea. As long as it's privately funded. Not sure how much more retail space we need, but economic diversity and opportunities are good!

From: Bryan Mills <BryanMills84@gmail.com> Subject: In Support of Pioneer Square

Message Body:

I think that Pioneer Square is exactly the right choice for use of the old museum and library buildings. As a small business owner myself with various business ideas, I love the flexibility provided by Pioneer Square to make business happen in Cordova.

We've been talking for some time about how Cordova's economy could benefit from some diversification. Fishing is our number one industry, and hopefully it always will be, but creating opportunities for others to bring new and different types of businesses is absolutely the right choice. Small businesses that get their start in Pioneer Square may very well end up being the cornerstone businesses that help Cordova succeed in the years to come.

From: Sarah Trumblee <trumblee4@gci.net> Subject: Pioneer square

Message Body:

What a great opportunity for Cordova! An excellent proposal, one that benefits MANY Cordovans in quite a few ways. You have my family's support.





Department of Transportation and Public Facilities

STATEWIDE AVIATION Northern Region Aviation Leasing

> 2301 Peger Road Fairbanks, Alaska 99709-5399 Main: 907-451-2216 TDD: 907-451-2363 FAX: 907-451-2253 www.dot.state.ak.us

January 29, 2016

FEB - 1 2016

RECEIVED

Re: Cordova Airport Lease ADA-72000 Public Notice City of Cordova

DISTRIBUTION

Enclosed is a Public Notice regarding a leasehold interest disposal of State land. Public Notice is required by the Alaska Constitution.

We are sending you this copy for your information only; no action is required on your part. However, you are welcome to post this notice in the public view.

If you have any questions, please call me at (907) 451-5201.

Sincerely,

Valan

Diana M. Osborne Airport Leasing Specialist

jkb

Enclosure: Public Notice

cc: Robert Mattson, Jr., Airport Manager

Distribution:

Chugach Alaska Corp., 3800 Centerpoint Dr., Ste. 601, Anchorage, AK 99503-5826 City of Cordova, PO Box 1210, Cordova, AK 99574 Eyak Corporation, PO Box 340, Cordova, AK 99574

"Keep Alaska Moving through service and infrastructure."

43 of 200

PROPOSAL TO EXTEND A STATE AIRPORT LAND LEASE: The Alaska Department of Transportation & Public Facilities proposes to extend Lease ADA-72000 (Lot 2, Block 89), consisting of approximately 15,000 square feet, at Cordova Airport for an additional five (5) years, to expire April 18, 2021. Applicant: Becky Chapek, d/b/a Chinook Auto Rentals. Annual rent: \$1,635.00. Authorized uses: non-aviation – Maintenance and operation of an automobile rental business and office building.

This is an application filed under AS 02.15.090(c), which allows the Department to grant the proposed lease term extension without competition. Written comments must be received by 4:30 p.m., March 1, 2016, after which the Department will determine whether or not to extend the lease. The Department's decision will be sent only to persons who submit written comment or objection to the Department, at the address and by the date and time specified in this notice, and include their return address. Information is available from Diana M. Osborne, Aviation Leasing, 2301 Peger Road, Fairbanks, AK 99709-5399, (907) 451-5201. Anyone needing hearing impaired accommodation may call TDD (907) 451-2363.

The Department reserves the right to correct technical defects, term, or purposes and may reject any or all comments.

BY

Tom Kowalczyk, CM Acting Chief, Northern Region Aviation Leasing

79/16 DATE:

PLEASE LEAVE POSTED AND FULLY VISIBLE THROUGH MARCH 1, 2016

Note: A person who removes, obscures or causes to be removed or obscured a notice posted in a public place before the removal date stated in this notice is subject to disqualification from receiving any lease, permit, or concession related to this notice.



of ALASKA GOVERNOR BILL WALKER Department of Transportation and Public Facilities

> STATEWIDE AVIATION Northern Region Aviation Leasing

> > 2301 Peger Road Fairbanks, Alaska 99709-5399 Main: 907-451-2216 TDD: 907-451-2363 FAX: 907-451-2253 www.dot.state.ak.us

January 29, 2016

FEB - 1 2016

RECEIVED

City of Cordova

Re: Cordova-Eyak Airport Lease ADA-71949 Public Notice

DISTRIBUTION

Enclosed is a Public Notice regarding a leasehold interest disposal of State land. Public Notice is required by the Alaska Constitution.

We are sending you this copy for your information only; no action is required on your part. However, you are welcome to post this notice in the public view.

If you have any questions, please call me at (907) 451-5201.

Sincerely,

10000 Norma

Diana M. Osborne Airport Leasing Specialist

jkb

Enclosure: Public Notice

cc: Robert Mattson, Jr., Airport Manager

Distribution:

Chugach Alaska Corp., 3800 Centerpoint Dr., Ste. 601, Anchorage, AK 99503-5826 City of Cordova, PO Box 1210, Cordova, AK 99574 Eyak Corporation, PO Box 340, Cordova, AK 99574

"Keep Alaska Moving through service and infrastructure."

45 of 200

PROPOSAL TO EXTEND A STATE AIRPORT LAND LEASE: The Alaska Department of Transportation & Public Facilities proposes to extend Lease ADA-71949 (Lot 4A, Block 3), consisting of approximately 22,245.5 square feet, at Cordova-Eyak Airport for an additional five (5) years, to expire September 15, 2020. Applicant: Albert P. Kearney. Annual rent: \$1,223.50. Authorized uses: aviation – Parking and tie-down of Lessee's personal aircraft only; fuel storage and dispensing to Lessee's personal aircraft only.

This is an application filed under AS 02.15.090(c), which allows the Department to grant the proposed lease term extension without competition. Written comments must be received by 4:30 p.m., March 1, 2016, after which the Department will determine whether or not to extend the lease. The Department's decision will be sent only to persons who submit written comment or objection to the Department, at the address and by the date and time specified in this notice, and include their return address. Information is available from Diana M. Osborne, Aviation Leasing, 2301 Peger Road, Fairbanks, AK 99709-5399, (907) 451-5201. Anyone needing hearing impaired accommodation may call TDD (907) 451-2363.

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DATE:

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February 3, 2016

Scott Pegau 110 Mt Eccles Estates

Dear Planning and Zoning Commission,

I am sorry that I am unable to be present for your discussion of the disposal of the library-museum buildings and lots. I support the potential sale of the buildings to any of the three applicants that were discussed during the January P&Z meeting. I still remain concerned about the lack of parking downtown and believe there is a means to maintain parking while developing the lots. None of the applications appear to use lot 18, where current parking exists. I ask that in your recommendation that you consider recommending the sale of the buildings and lots 12-17 to one of the applicants, but also recommend the retention of lot 18 for parking. Downtown businesses would benefit from the parking and the liability of those parking spots being used after hours remains with the city rather than the business. It will likely be necessary to use signage to ensure people are aware that parking along that side remain public parking, but that seems like a low cost for continuing to ensure there is adequate public parking for the downtown businesses and the Cordova Center.

Thanks

Math

Scott Pegau

Shannon Joekay PO Box 1239 NHN Forest Ave, 6 Mi CRH Cordova, AK 99574 907-424-7625 <u>shannon.joekay@gmail.com</u>

Chairman Tom Bailer and the Planning and Zoning Commission c/o City of Cordova Planning Department PO Box 1210 Cordova, AK 99574

February 3, 2016

Dear Chairman Bailer and respected members of the Planning and Zoning Commission:

I would like to take this opportunity to express my opinion regarding the disposal of the old City Library and Museum building.

The old City Library and Museum building is at a prime business location on Main Street. I feel strongly that the most benefit to the City of Cordova is to allow Seaman's Hardware to purchase the building and move their current establishment into it. The lack of floor space at the current Seaman's Hardware location is inhibitive to their expansion and success into the future. The owners, Tim and Joanna Dillon, are not only hard workers but they take time to help their customers find what they are looking for. There have been many times that they have special ordered items for me that they do not have on hand because of their lack of space. A bigger building on Main Street will allow them room for expansion and floor space that makes it easier to walk down the aisles, especially when you are carrying children near glass products. Any parent knows the fear I am speaking of! I urge you to consider Seaman's Hardware as the best proposal for the old City Library and Museum building.

I could go off on a tangent about the negatives of the other proposals but I won't. I realize you all have busy schedules and I appreciate you for volunteering your time to serve the citizens of Cordova. If you have any questions, please feel free to contact me at your convenience.

Sincerely,

Shannon Joekay cc: Tim and Joanna Dillon

From: Jessica klix <<u>daisyklix@yahoo.com</u>> Subject: Pioneer square

Message Body:

Aloha from a former soon to be resident again. I am very interested in renting a spot for my store I currently have here in Hawaii. I make recycled or up cycled clothing from used clothing and many leather goods. I am arriving in Cordova June 15 and will be looking for somewhere to lease please get back to me.

From: Renee Rankin <sevenrankins@yahoo.com> Subject: Proposals for library/museum

Message Body:

I am writing to support the proposal of the Pioneer Square Building being built on the existing library/ museum property. What a breath of fresh air that will be to the city of Cordova. Upon looking over the proposals, it's a win, win, win for Cordova and a no brainer as to which proposal to accept. I am 100% in favor of the Pioneer Square Building.

* Greg : Renee owns the blue house Nort to the proposed Pioneer Square

From: Mel Mattson <carmel10@msn.com> Subject: Proud to have lived in Cordova

Message Body:

To see Cordova grow and become a better place

to live makes me feel good.My Dad Andy Mattson

spent over 60 years as a fisherman, cannery supt

and started the first Alaska fishermans union when

it was still a territory,I lived there and went to school there in 1946-47 and fished with my Dad

before going in the service.

Cordova will always be a great memory.

Keep up the good work.

Copper river sockeyes are still the best fish Alaska

has to offer the world.

From: Aaron & Fe Muma <afmuma@gmail.com> Subject: We are in favor of Pioneer Square!

Message Body:

We are in favor of Pioneer Square!

This proposal is the best option for the City of Cordova. Not only do they offer the highest purchase price but will also generate the most revenue for the City in the future. Pioneer Square would provide local small businesses a great location to offer their services and will improve the visual appearance of Cordova.

Planning and Zoning committee,

Post review of proposals for vacant lots 12-18 I strongly stand with Facility Contractors LLC. Their community oriented point of view **for the people** of Cordova is requisite in our city's current fiscal position. It is a beautiful honor to live in this town, we call all concur to that! I agree with all proposals in the sense that we must support our fellow cordovans' with expansion of their preexisting businesses. It is redundant to relocate the hardware store on main street. While I admire their ability to use "every square inch" of their business, if they want more space lets build them a warehouse by the harbor where parking wont be such an issue. These lots have potential to serve as studio space for the people of the City of Cordova who aren't so fortunate to already own a very successful business. Again, it is superfluous to create more hotel space where half the year the rooms will remain vacant.

Having a space where we can congregate with honest intention of supporting at least **12 local businesses** as well as host community events, is exponentially more valuable to the well being of the city's social and economic health. Considering the unfortunate condition of our city center, it is in our best interest to sell these vacant lots to the highest bidder. Facility Contractors proposes to purchase for 505k and requires **no** financial effort of the city, do not let that go unnoticed! This property has potential to serve as historical monument and fulcrum for community growth, which is a puzzle piece that we have been striving to fit for far too long. Pioneer Square is that piece of the picture!

In summary I would love to see the Cannery Row Inc expand their business, they have the highest standard for accommodation in this town and the most reputable service. I would love to see Seaman's able to occupy more space and not be in such uncomfortable conditions due to high volumes of inventory. Both of these businesses are a major part of our culture. For the life of the city, we need Pioneer Square on main. Hands down this is the most advantageous proposal and it would be to say the least a mistake not to nominate.

Maeva Nolan 907.331.9918

60

From: Chelsea Haisman <haismanfam@hotmail.com> Subject: Wonderful benefit for the community!

Message Body:

After reading up on the various proposals, I must comment that this particular idea is very well-designed. Pioneer Square will be an excellent addition to Cordova and foster the spirit of community that we all know so well. I look forward to seeing this development come into fruition. I have talked with many friends who have expressed interest in renting a retail space, and this could very positively contribute to our local economy and be a benefit to our growing tourism industry during the summer months as well.

As a lifelong Cordovan who wishes to see our community continue to grow and prosper, I fully support this proposal and hope with great sincerity that the City of Cordova accepts it.

-Chelsea Haisman

From: Dale & Sue Muma <dalemuma@hotmail.com> Subject: Pioneer Square

Message Body:

Pioneer Square is a great idea! We believe it is the best offer the city has been given and the best choice for our community. This idea is a great opportunity for smaller businesses.

To: Planning and Zoning Commission

Dear Commissioners,

My name is Malvin Fajardo. I am a longtime resident of Cordova, former city employee, and I currently work for Facility Contractors.

I want to offer my support for the proposed development of Pioneer Square. This proposal would not only offer job opportunities to local individuals during the construction of the facility, but also offer great spaces for various businesses both new and old.

It would be exciting for this local business, Facility Contractors, to have this opportunity.

Thank you for your consideration,

platen

Malvin Fajardo

Pioneer Square

An Investment in all Cordovans

With <u>NO</u> public funds, Pioneer Square will create something beautiful and lasting for all Cordovans. Pioneer Square creates jobs, encourages small business, and will increase the property and sales tax base. Pioneer Square is an economic development proposal entirely funded by Facility Contractors LLC, a Cordova owned company specializing in complete facility renovations.

A new economic development tapping into the creativity, energy, expertise and entrepreneurship of Cordovans to Grow our Economy

- Up to 12 new small and affordable business spaces
- A certified kitchen open to the community
- Public Reception Hall
- Courtyard and outdoor event space
- Boutique retail atmosphere

Surrounds Cordova Center with new businesses

A community social revitalization beautifying the most prominent corner of Main Street

- Expands the business district and increases the appeal of Main Street as a whole
- Connects the Grade school to the new Library and Museum
- Encourages pedestrian visitation off all the venues along Main Street
- Supports the events and functions of the schools, local churches and the Cordova Center
- Creates indoor and outdoor public spaces

Let's do this together! Tell Planning & Zoning/City Council you support Pioneer Square!

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57 of 200

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58 of 200

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Let's do this together! Tell Planning & Zoning/City Council you support Pioneer Square!

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Next Planning and Zoning meeting is 6:30 Tuesday, February 9th at the Cordova Center

February 3, 2016

Cordova City Council & Planning and Zoning Committee

I would like to express my support for the Pioneer Square Proposal. David and Bootslyn Roemhildt have proven themselves to be successful business people and have done much to help this community grow. I believe that their proposal for the old museum/library building is the most beneficial to Cordova. Their proposal far exceeds the other proposals in meeting the City's Evaluation Criteria. It calls for extensive improvements both in and outside of the building, with an aesthetically pleasing look; it is consistent with the Comprehensive Plan for Cordova, contributing to growth and diversification in our community; and most importantly, it would greatly benefit our community by offering space for small businesses, as well as a commercial kitchen and reception hall.

Thank you for considering the Pioneer Square Proposal.

.

Sincerely,

Mikie McHone Peebles

To Planning Commissions:

I was born and raised in Cordova and have been going in Seaman's Hardware since my childhood. I appreciate all that Seaman's has done for our community and the growth they have accomplished in such a limited space. I would greatly appreciate it if the planning dept would choose their proposal of relocation to the new sight, as I see Seaman' Hardware as the best fit and a huge asset to the city for years to come.

Mitch Ladd

To the Planning Commissions

I was at the meeting of the planning commissions and in support of Seaman's Hardware's proposal along with approximately 35 other people that where also in support of Seaman's proposal. I watched 10 people speak on their behalf and voice their support for Seaman's Hardware to purchase the Library /Museum Building. It was very impressive to see that kind of support from such a small town in the middle of winter, this leads me to believe the community has a serious interest in Seaman's expanding and remaining a retail business on Main Street. After listening to all of the proposals I agree with the community that Seaman's is absolutely without a doubt the best proposal I heard.

Wendell Dadulla

To the Planning Commissions:

I am thrilled with the idea of Seaman's moving to the old Library/ museum building. Their proposal is the best. It is a realistic proposal by a business that has been a part of our community for many years. This is a proposal that I trust will come to flourishing. The other two proposals seem to be business that already exists in our community and just because they have a different spot to operate out of doesn't mean they will stay in business. This leaving me in fear that a perfect main street retail business area might be turned into office rental space. I think this would be a shame to happen on Main Street. Seaman's is along standing business that will consistently produce Sales Tax income for our City.

Thank you for your time and consideration,

than Skip Jense

Planning Commission:

I have been a local business owner in Cordova for many years. I am in support of Seaman's hardware purchasing the library/museum building from the City. I would like to see our businesses that have supported our community for so many years stay in business. Seaman's needs more square footage to be able to successfully compete with up coming businesses. The Library/ Museum building would be an ideal place for Seaman's Hardware to be able to expand and compete. It's also very important to put a business in this prime location that we can trust and count on and Seaman's is just that.

Thank You,

K. Giplopsor

Dear Planning Commission,

My name is Bob Jewell, I am writing this letter to support Seaman's Hardware proposal for the Library/Museum building. I believe that Seaman's Hardware would be the best proposal to accept. Seaman's Hardware is already an established business that has been running in this community nearly 50 years. They have said that they will hire more employees and sell more retail. This in turn would add to the Cordova tax base, which as a home owner I would like to see. The location of the new Ace Hardware store should have proven to the community that a mini-mall does not work in a community such as Cordova. From the proposal it appears that Seaman's Hardware would be able to move into this building and have it up and running in a very short manner. This would then open up the building Seaman's Hardware is currently located in for another business to be started in Cordova....i.e. mini-mall if Cordova really needs one. Everybody knows that competition is good and a lower property tax would be an added bonus.

Sincerely entle

Bob Jewell

To the Planning Commissions:

Seaman's Hardware has been a staple in the community of Cordova for over fifty years. We've been committed to serving our friends and neighbors with the best of customer service and the greatest variety of product possible in the building we currently reside in.

The people of Cordova have spoken loudly and we've listened to their suggestions and encouragement to expand our business into the (old library) to bring an even greater variety of product, employment opportunities, and the best possible inventory to a central location.

We've been committed members of the Cordova community having raised our children and now Our Grandchild here. Cordova has grown with our family, and now Cordova needs Seaman's Hardware to grow with it. Allowing Seaman's to purchase the (library building) would offer an immediate benefit to Cordova, as Seaman's would expand without delay. Choose Seaman's Hardware - let's grow community, let's grow together!

Thank you for your time and consideration,

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To the Planning Commissions:

Above all other proposals, I want to see Seaman's True Value Hardware move to the old Library/Museum building. Seaman's has been around for 50 years or more. New businesses don't last here in our small town, especially restaurants. I want a business that will benefit myself and my community the most. A motel will house some tourist in the summer, but it will be a complete waste in the winter time. When I'm working on a project, I want to get it done. Countless times in the summer I can't get a parking spot. When I have something leaking or drying, time is of the essence. Relocating would not only free up parking space on Marin Street, but it would allow parking for hardworking people like you and me who want to get the job done. Please take this into consideration in making a decision.

Thank you,

Planning Commissions:

I have read all the proposals for the museum/library building and have no doubt that true value offers the most beneficial plan for the building. Cordova is a very active town in the summer and the winters are "long and cold" people leave, only the die hard locals stay, there are not enough people in town for over half the year to support any of the other proposals being considered. Cordova has had a strip mall in the past and it was never fully occupied and didn't bring much revenue to the city. Cordova is full of bed and breakfasts and has two large hotels that accommodate the amount of tourism the city sees in the summer. True Value will offer the people a large variety of needed instant access items and you can't afford to wait for weeks to arrive in the mail. The move of Seaman's to the new location will also open prime main street business opportunity in their old location.

We urge the planning commission to choose Tim and Joanna's proposal.

Thank you, J. Aus Jeckie

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To the Planning Commissions.

Thank you for your time and efforts concerning the proposals for the Library/Museum building. I would like to voice my recognition of support to the Seaman's Hardware proposal.

Seaman's proposal is the most sensible proposal. Seaman's is a business that has been here many years and will continue to create Tax dollar revenue for our City. In Seaman's proposal they will be up and running ASAP where as the other 2 proposals considered will take 3 to 5 years. The other two proposals have restaurants in them, and the restaurant business is a tough business in Cordova, many close during the winter. The mini mall idea has already flopped in our community as in so much vendors where already evicted from exciting mini mall. Seaman's is a proven reliable retail business on Main Street that we can count on.

Sincerely,

Acon Arts a Cast

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Dear Cordova, Planning Commistons

I writing in regards to the currently debated plans on what to do with the buildings that used to house the museum and library. After hearing the three options only one seems to make sense and that is to allow Siemens Hardware to expand into that building. This will allow for a local business to be better able to contend with the impending introduction of the Ace Hardware. Further the existing Siemens Hardware space would then become available for another stable larger local business. I do hope that the City of Cordova has the foresight to accept the bid by the current Siemens Hardware owners as they are willing to get started much sooner than the other contenders on putting Cordova's newest open store front to work.

Best Regards,

Dan McIntosh 907.232.0342

To the City Of Cordova Planning Commissions

I am writing list letter to you to ask that you give great consideration to letting Seamans Hardware set up business in the old library building. Seamans is a long standing business that has done a great job for the people of Cordova. They have shown that they are a strong business and know what they are doing. They have established a great reputation of being honest and forthright in their business. The need for them to expand is important for there business to continue to thrive and and grow for the Cordova citizens. They have stayed open year round when other businesses close their doors in the winter which brings good income to the city of Cordova.

Thank you for your consideration in this matter. Shelley Balint

To the planning commissions:

I am writing in favor of Seaman's True Value getting the bid on the old Library / Museum building on Main Street for many reasons. Seaman's has served Cordova for longer than most residents have lived in Cordova, 50+ years. Seaman's carries products essential for everyone in Cordova and in their current location the space is limited, also limiting the variety of merchandise readily available, and clustering the isles in the summer when the store is busy. Living in Cordova, everyone knows the hassle of getting the things you need when you need them. With Seaman's acquiring of the larger building on Main Street, they will be able to stock more of the items customers ask for, have better organization for easier shopping, and better serve the community for another 50 years and more. Furthermore, Seaman's movement to the end of main street will help spread the parking out through town so it is not so clustered during the summers in the city parking lot between the current location and Children's Palace. Being a Cordova resident and fishermen I think Tim and Joanna Dillon offer the city and its people the most beneficial proposal for the building.

Tyler Dillon

Dear Planning Commision,

My name is Tim Dillon Jr, I am writing this letter to support Seaman's Hardware proposal for the Library/Museum building. My reasons in believing Seaman's would be a better proposal is because Seaman's Hardware is already an established business that has been running in this community nearly 50 years. Also, Seaman's needs a larger building to expand and be able to compete with the new Ace Hardware store that is being built in the Frontier Building. The new Ace Hardware location has been an unsuccessful small business/strip mall for many years. I believe that if you put in 8 small spaces for businesses the chances of them all being filled and not failing is a real big risk and the revenue those small businesses may or may not bring in for the City of Cordova is a big gamble. Seaman's Hardware would be able to move into this building and have it up and running in a very short manner which would also open up the building Seaman's Hardware is currently located for another business to be started in Cordova which also will bring in revenue for the City of Cordova in a very short time. Everybody knows that competition is good. But allowing Mr.Roemhildt to buy up most of the available Real Estate in Cordova is not competition that is a monopoly and everyone knows that is never good.

Thankyou

City of Cordova – Planning and Zoning.

I am writing to encourage you to accept the proposal and business plan of Seaman's True Value Hardware in regards to the library and museum building.

This establishment is a tried and true business that has stood in Cordova since before I was born. I believe giving this locally owned and operated store this once in a lifetime chance to expand, and finally own their property, would be in the best interest of the City of Cordova.

Looking at their proposal you can see that the goals and objectives of Seaman's are not only clear, they are very realistic and attainable in a short amount of time. Though I am not privy to the condition of the buildings the plan to turn one end into an adequate loading zone and the other into a much needed larger retail area is a pretty cut and dry way to utilize the entire building. It is also the only submitted plan I read that would effectively do so.

The retail area of Seaman's in grossly inadequate for the amount of merchandise that is located inside. Simply put, it is a cluttered store that can create an overwhelming shopping experience. Even finding parking near its present location seems to be a hassle almost any time of year at any time of day. It is also one of the last stores of its kind in Cordova who have been able to find the right place to expand and grow as a business. Moving the location of this high volume store would not only provide more opportunity for parking downtown, it will allow the business to better serve Cordova.

Thank you for your time and best of luck with your decision.

James Wiese

formas Weins

Ralph Bullis PO Box 2036 Cdv, Ak, 99574

Dear sir;

Seaman's Hardware is and has been, and hopefully will continue to be a very necessary part of Cordova's industrial infrastructure. I've been in the boat repair and maintenance business for at least 40 years, the last 30 in Cordova. I utilize Seaman's Hardware almost on a daily basis during the spring and summer months.

The last several years the present store has become increasingly crowded with merchandise. A bigger store would benefit Cordova because Seaman's Hardware could increase their merchandise selection, making boat repair and maintenance more effective. Buy parts and supplies online through Ebay or online sellers is time consuming, something the fishing business doesn't like! Also, buying locally keeps more of the money here in Cordova. Sell Seaman's Hardware the Library/Museum Building.

Ralph



CORDOVA CHIROPRACTIC CLINIC TERRY L. BARTLEY, D.C.

P.O. Box 579 Cordova, Alaska 99574 Telephone: (907) 424-5298

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

Re: Proposals for Purchase of Library / Museum Property

January 26, 2016

Dear Planning Commission Members,

As a long-time resident of this community, I know and respect all the business owners and representatives of organizations who have submitted proposals for the city property under consideration. I hope for great success in their various enterprises.

My reasons for supporting the Dillon's proposal are as follows:

Seaman's Hardware has a very long history of supplying the needs of this community as a locally owned 'Mom and Pop' business. For a small business to survive in a competitive market, however, prime location and adequate floor space are critically important.

I feel that Cordova needs the future services of the Dillon family, who have worked hard and with great integrity to provide needed products at very fair prices.

Library / Museum Property

Page 2

In my opinion, some of the proposals have an uncertain outcome, especially those proposing restaurant operations that may turn out to be seasonal, at best. A possibly half-empty strip mall structure at this important location is not in Cordova's best interest.

Although other bidders have presented ambitious development plans on paper, I know that the Dillons are highly motivated to utilize the Library / Museum property in the very near future. I believe their proposal offers the most certain benefits to the needs of Cordovans and in regard to sales tax revenue for the city.

Thank you for considering my thoughts on this important matter.

Sincerely, andley D

Terry L. Bartley, DC

January 29, 2016

City of Cordova

Planning Commission

I am writing in regards to the sale of the old library and museum. After attending the meeting on January 12, 2016, where the various proposals were presented, I feel that the best proposal was the one for Seaman's Hardware. Seaman's is one of Cordova's long standing businesses, 50 years, and we need to support these businesses. I feel that this one would best benefit the city. It would bring in double the city taxes from the business and you would have the property taxes on the building, which will increase over the years as they make improvements to the building and the land. And by them being able to enlarge their store, they will be employing more employees, which will help our community. A few of the members of the planning commission seemed overly concerned about the curb appeal aspect By selling the property to Seaman's and letting them get their business up and running as quick as possible, that will keep the taxes coming in and then they can begin the work on the exterior. Also, if Seaman's moves to this location, it opens up the parking on main street for the remaining businesses. It would also open up another building for a small business.

As far as the proposal from David Roemhildt, his proposal is all speculation, there is no guarantee that the little shops he has planned will be filled and bringing in any income for the city, they may fill for a short time, but if they are unable to pay the rent, how long will they stay open. And as for the reception hall that he says Cordova is lacking, just look around, most of the churches in town have areas for receptions and gathering, Orca Lodge has 2 areas for gatherings, the Masonic Hall, and both schools, so I do not see a shortage of reception halls.

Greg Meyers' idea sounds great, but he had stated that he was planning on adding on more rooms to the Reluctant already and they are already within walking distance to the Civic Center and as for the year round restaurant, they already have a restaurant, so why is it not open year round.

I feel that the city should stay diversified on the opportunities offered to other businesses in the community and not just a few choice ones. I do not like seeing one

person creating a monopoly in town and forcing the smaller businesses out. This is what makes our community a friendly city, people working together to help each other. If we chase out the small businesses that are locally owned, we chase out our residence, decreasing the economy of town. Again, we need to encourage our local businesses, not discourage them.

I would like to again state that Seaman's is a longtime established business and has been an important part of Cordova for 50 years and I feel that they would be the best choice for the building.

My husband and I both support this choice.

Sincerely Richard Mc Caby Sharon Mc Caby Richard and Sharon McCalvy

Planning Commission City of Cordova

re: Old Museum and Library Proposals

I have the following comments regarding the proposals for the old Museum and library;

- Beautiful, pleasing to the eye, good-looking and pretty are all subjective. If the planning commission wants a certain appearance they should give guidelines so everyone is playing in the same field
- Proposed developments for new businesses are a crapshoot and may or may not result in new income or transferred income or jobs
- Greg and Sylvia Myers proposal talks of a restaurant to the open year-round at the same time they are reinstalling the coffee shop at the Reluctant Fisherman which also is proposed to be open year-round, there are two restaurants on the main drag that recently closed as a result of the lack of business
- A hotel in this location has the potential to add another liquor license just a short distance from a church in the grade school
- Hotel in this location would result in increased parking congestion. 10 to 12 new employees equals up to that many parking spaces for employee vehicles add to that vehicles for people visiting the restaurant add to that hotel guests
- The Roemhildt proposal has a banquet hall for events which potentially causes a couple of problems, 1. An event at that banquet hall occurring at the same time the event is occurring at the Civic Center creates a super parking nightmare, 2. We just went through getting the Civic Center funded and built as a location to hold banquets and events so now the city is going to provide or assist in competition with the Civic Center
- The Meyer and Roemhildt proposals talk of a number of years prior to completion
- The Seamans proposal plans on putting the facility fully to use in a relatively short time period.
- There's nothing to prevent the proposers from changing the use of the property from what is being discussed here. For example would someone be able to buy the property to put in a mini mall and then turn around and rent the entire facility to Seamans?
- If the proposers are required to do exactly what they say they're going to do or the property goes back to the city would make things more equal.
 - Roemhildt proposed to put a hardware store in the South fill he's change that is now putting it in the frontier building was to prevent him from changing his mini mall to an apartment building
 - I also believe there was a development plan for the lot he's proposing to trade
 - If the property is awarded to the Meyer proposal and they put in a restaurant and close it down during the winter that would not fit with what they're proposing
 - In other words is nothing to prevent a bait and switch scenario

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- The Roemhildt proposal shows nine or 10 new business locations within the mini mall which means nine or 10 owner vehicles plus say three customer vehicles per store and again we run into a lack of parking
- The Roemhildt proposal talks of a DEC kitchen with a restaurant using that kitchen, with a small kitchen as shown in the drawings how is it possible to both run a restaurant and catering event at the banquet hall without cross-contamination
- Seamans is a business that operates during the day which could potentially leave the parking area open for evening events at the Civic Center

It is my belief that the Seamans proposal is in the best interest of the whole community. I support the Seamans proposal.

Respectfully submitted Lucas Borer

Darin Gilman P.O. Box 223 Cordova, AK 99574 907-360-0103

January 25, 2016

Planning Commission Cordova, Alaska 99574

Dear Planning Commission:

I would like to express my support for Seaman's True Value to relocate to the Library/Museum building. Tim and Joanna have been a very important part of our community for the last 15 years and as a commercial fisherman I shop there quite frequently. They have always been there to help me if I had any questions about how to start a project or the best way to approach a problem. As a young fisherman I tend to have a lot of questions and I cannot stress the importance to have a viable store that is proven and grounded in this community that is willing to help out the people. I believe that if they were given the opportunity to expand their inventory with a larger building it would greatly help out this fishing community. Seaman's is a proven business in our community and while some people might think some new restaurants, hotels or a strip mall would bring in new business to this town the risks do not out weigh the benefits in this situation. Most of the other bids are seasonal business opportunities, as we all know Cordova becomes much more quiet in the winter months forcing businesses to shut down for a couple months at a time. If we look at other communities in Alaska we can see that the tourism-based infrastructure becomes shut down in the winter months, such as restaurants, hotels and touristy strip malls. We can already see examples of this in Cordova such as the Reluctant Fisherman (hotel/bar/restaurant), Picnic Basket

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(restaurant) they all close for some period of time in the winter months. Also if we look at other cities around the state that have tourist-based "strip malls" such as in Southeast for example I can say from experience that a lot of those businesses shut down for the winter months. The communities in Southeast also have a lot more people coming and going than Cordova does year round. It just doesn't add up to think that Cordova needs new businesses when we already have businesses that close for the winter months. In addition the proposed ferry schedule this summer will no doubt slow tourism to Cordova with the absence of the fast ferry and no direct sailings from Valdez. It is important to have a store that is operational year round, not just for the summer season in Cordova.

-Thank you, Darin Gilman

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etter is for H his regards planning COMMISSIONS m 花井 the Se and Cer museum would Cioto t 6 ee incis tion (tour and inventory ompetion nerecise Wi α two Having 5012 mayor are and lied Tou 2.20 m Reese lint

e planning commissions in regards to the This letter is for H library and Sale of the museum Bui mildings bluou meno the addition of a new Seamans TWP. NP-0 ncrease competion two Hoving major OS 50 Inve intown will Eep Lordovens ower con ware Stores better supplied.

To the board of Planning and Commissions: I've read your plans for purchasing the library building to relocate Seaman's True Value.

1. I totally agree that we should keep Main Street as a retail business.

2. Relocating to the old library/museum will give your customers more parking space during the heavy traffic conditions we have in the summer in main street.

3. Seaman's is not a new business and has been running as a locally owned business for many years and that I would like to see your prices at a more competitive rate.

4. You have both worked very hard to keep the business running for the last 15 years.

5. I believe it's a great idea on purchasing a larger building than the one you're currently in to give your customers a much more convenient shopping experience in a much spacer building as I feel that my shopping experience becomes a much more difficult task when the isles have inventory on the floor as the employees restock the inventory shelves and seeing more items would be great!

6. I've also been running my business for 21 years, it's not a very easy task running a restaurant year round because winter has a longer season and not a heavier population. Also there is too many restaurants in the summer and a lot of them close for the winter.

Hopefully the City Counsel listens to the peoples opinion and gives the retail business people to run their long term business.

Good luck to you and your husband on your proposal and God Bless you both!

Thank you,

Grace Chung

Steve Graves

Po Box 736

Cordova AK, 99574

Steve@nbds-ak.com

January 30, 2016

Dear .

Cordova Planning and Zoning Committee:

I am writing this letter to show support for Seaman's Hardware in purchasing the old library and museum building. I believe that their business definitely could use the space for expansion. I also believe that with a business that has been open for over 50 years that Cordova would not have to worry about losing tax revenue on a new business that has a greater chance of not making it. I feel Tim and Joanna are smart and experienced business owners that have put their heart and soul into Seaman's Hardware for 15 years. I think with another hardware business coming to town that will be working with at least 6,000 sq. ft. it is only fair that Seaman's Hardware have a chance of having a competitive business, and that is not going to happen with their small 1,700 sq. ft. building. I hope that City Council and the Planning and Zoning Committee please take a careful look at the decision in front of them and choose wisely.

Sincerely,

Steve Graves

To the planning commissions,

I have just recently learned of the proposal of Seaman's Hardware to acquire the old Library and museum building. I must say I am so excited about this and Love proposal. I have lived in Cordova All our community! Seaman's has been apart of our community for several years, it has done an incredible job of serving our small town with such a limited space. Seaman's carries a variety of product from fishing supplies to garden supplies to house wares and the list goes on. Seaman's has always had their shelves stocked full for us. In my years I have watched Seaman's grow to the point of need of a new building. The Library/Museum would be a perfect fit for this wonderful Business to expand into keeping it on Main Street. I have the up most confidence if you give Tim and Joanna Dillon the opportunity to grow and expand Seaman's Hardware they will continue to make sure Seaman's is constantly supplying the needs of our small town like it always has.

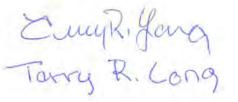
Sincerely,

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To the planning commissions:

I would like to thank the planning commissions for considering Seaman's hardware's proposal. I think it would be a very good move for Seaman's to purchase and relocate to the old library museum area. I have shopped Seaman's Hardware for many years and have always enjoyed shopping at Seaman's. I would like to see them be able to increase their inventory for our town and have more room for us to shop. I also think it would help with parking on Main Street. As I see it Seaman's proposal would be an asset to our community.

Thank you for your time and consideration,



To the planning commissions:

Cordova is a small town with no quick outside connections. True Value has always been a great store with a large variety of merchandise. You can always count on them to have what you need or do their best to get it to you as quickly as possible. If it were not for the local True Value we would all have a lot more hassle getting the things we need on a daily bases. Having a larger updated True Value at the end of Main Street would be a huge upgrade for the town. True Value relocating out of their current location will also open up a prime Main Street location for a new business, or the relocation of a current at home business seeking to expand. We choose True Value and hope you do too.

I would like to thank the commission for their consideration,

Four P. Trusar

Planning Commissions:

I have been a long time resident of Cordova and have always shopped at Seaman's Hardware. To my understanding Seaman's is proposing to buy what use to be the library museum building. I am in favor of the purchase and hope you will diligently consider this proposal. Seaman's has been on Main Street serving Cordova for 50 years and is a vital business to our community. I have been in the store many times when it is busy with customers and freight is over whelming the cisles. I am looking forward to the expansion of Seaman's to better serve our community by carrying more inventory and having more space for shopping. Tim and Joanna have done a wonderful job in their ownership of Seaman's Hardware and I'm looking forward to many more years of business with them in a new location.

Thank you for you time and consideration of this proposal.

Bob Ladd

To the City planning commissions:

I encourage the city to select Seaman's proposal to purchase the Library/museum building. Tim and Joanna have served the community of Cordova very well for a long time. I believe they have used the location they are at to its fullest potential and are in need of a larger facility. It is my opinion that the upsize of their store will greatly improve the availability of needed products for the community of Cordova. The location could be used for many things, but we know that Cordova needs Seaman's Hardware, as it is largely a fishing and construction community and a larger store could only better contribute to the town of Cordova.

Thank you for your consideration,

Clatino, usade

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Dear planning commissions:

I am in support of the proposal of Seaman's Hardware purchasing the Library/Museum. Seaman's has been a great business in our small town for many years. I have lived here most of my life and have always admired and appreciated the huge selection of inventory Seaman's has stocked for our community. Seaman's has always been a constant for our community and I'm confident if they are given the opportunity to expand inventory they will continue too give us the same great shopping experience we've had for all these years.

Thank you for your time and consideration of this proposal,

michael with

To the board of planning commissions:

I am writing in behalf of Seaman's proposal. I think Seaman's purchasing the Library/museum building would be a great idea for our community and city. Seaman's definitely has my vote for yes!!

Thank you,

Sent WWO-Pas J203

To the board of planning commissions.

I am in support of Seaman's Hardware buying the old library museum building. I do believe this would be a good decision on this cities behalf. Seaman's would then have adequate space to hold all their inventory and more. I have been in Seaman's many times when they've had to go get the product I have requested from the storage because they do not have enough room to even display all the inventory they have now. I think adding new product lines and more inventory would increase sales tax revenue for the city which the city desperately needs. I do hope you consider Seaman's proposal. I would like to see Main Street remain our retail business area.

Thank you,

Charles & Roerberry Rox 1512 Cordova, AK 99574

Planning Commissions:

Seaman's Hardware has been my favorite store for years. I would like to see them get a bigger store so their inventory could be more conveniently placed for us shorter people. Seaman's shelves are so full that a lot of product is hard to reach. Please consider Seaman's moving to the library museum sight so they can better serve our community.

Thank you for your consideration,

JEFFREY R FIELD

Cordova Planning Commissions:

I am writing concerning the old Library/Museum property. I would like to support Seaman's Hardware's proposal.

I can see how badly they need to expand their business. I am sure every shopper Cordova has witnessed the over crowded condition they are presently operating their business under. It is to their advantage to move their store and expand. This will benefit all of Cordova.

Sincerely, Audrey Burton

Planning Commissions:

Thank you for your time and consideration of all proposals. I was at the planning commissions meeting and listened to all the proposals myself. I am highly in support of Seaman's Proposal for the following reasons. It's absolutely the best fit for the Library/Museum building our City and Community hands down.

Seaman's will continue to be open year around in this building.

Seaman's will create more sales tax revenue for the city. Which we desperately need!

Seaman's will provide more inventory for our shopping experience.

Seaman's moving will alleviate the congested parking on Main Street.

Seaman's will keep retail business on Main Street making this end of the town looking Great!

Seaman's will keep our community happy!

Ben Simpler

To: The Planning commission:

I would like to support Seaman's hardware in purchasing the Library/Museum building.

Seaman's has been a core business in our town for many years now. I would like to see Seaman's expand to better serve our communitys needs. I would like to see Seaman's stay on mainstreet keeping mainstreet a retail business area. I would be sad to see mainstreet turned into office space rentals.

MICHAELD. MENIEL, S MID MCNIEL, S FLB3 2014.

Members of the planning commissions.

In this letter I provide you with three crucial points on why I firmly believe Seaman's True Value Hardware's proposal for the library/museum building is the most logical fit.

The first point being, their reliability and support for the community of Cordova that has lasted for around 50 years. Seaman's is a tried and true business in Cordova that has weathered the storm and stood the trials and will always be here. Seaman's has a large support base of the locals that are dedicated shoppers to the store. This in mind, it would be great to see Seaman's be able to expand and better serve It's community with more space to shop and more product to choose from.

With that said my second point is that it would also benefit the city to for Seaman's to be able to expand and generate more Sales Tax Revenue.

Thirdly but not least freeing up all the congested parking right in the middle of Main Street. Seaman's moving to the end of town would provide more parking for everyone!

I truly hope you consider the proposal of Seaman's True Value Hardware as I am looking forward to their expansion.

Thank you,

Chris Bolin P.O. Pox 216 CAV, AK

100 of 200

To the planning Commissions:

I am supporting the proposal of Seaman's True Value Hardware to purchase the Library/ museum building. What a great location for such an incredible Main Street retail business. To my understanding Seaman's has been apart of our community for over 50 years I say let's keep this great asset to our community going. Give them more room to expand, increase inventory and make parking more readily available.

Matthew J ADams Matthe Mh

Dear planning commission, I am writing in support of True Value for the proposal on the library building. True Value is well grounded and much needed business to the Cordova Community, they have been in business for many years and know they will continue to stay in business for many more. Cordova desperately needs businesses like True Value to keep the community in supply of much needed hardware and supplies. Being a town cut off from the highway system, it is important to the people to have access to the things True Value has to offer. The town is growing and the access out is more limited with cuts to the Alaska Marine Highway. A larger building offering more room for the growth and increased merchandise will positively benefit the community. I strongly encourage you to choose True Value's proposal.

Thank you for your consideration,

Planning Commissions:

I have been a local fisherman of Cordova for most of my life. It seems to me Seaman's Hardware has been a backbone of this community for Many Many years. It not only serves fishermen but the families of our community as well. I am in great favor of Seaman's purchase of the Library Museum building on Main Street. I would like to see Main Street Stay a retail business area. I feel Seaman's proposal would best serve the interest of our community and City.

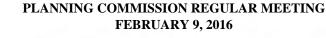
Thank you for your Consideration of this proposal

Douglas I tette

To the Planning Commissions,

From my perspective I view that the old Library Museum will be a pristine location for a new Seamans True Value Hardware Building. The Seamans buisness here in Cordova has been thriving and alive in the same location for 50 years. But now with the increasing demand of more inventory, the cluttered, packed isles of Seamans need more room to breathe and expand. With the increase of space from the Libray Musuem building, the isles will become more open for customers to travel through, making products easier to see and reach. But not only will this make the store more organized, it will provide more product for the community. Tim and Joanna try very hard to meet the needs of the average Cordova citizen, but as of now multiple customers ask for items they just cant carry with there current amount of space. Also we are not talking about just more space inside the store, as a customer im excited for more parking space. I travel main street almost on a daily bases, running errands and whatnot, and it seems to me about half of the time both sides of the street are packed. A lot of this problem has to do with the fact that Seamans is regularly a busy location. With the transfer from Seamans to the Library Museum building, it will free up a lot of the cluttered pile of cars we call main street. Furthermore I would like to address the fact that Seamans is one business owned by two hard working Cordovans. It is not just another business to add to a collection of business's somebody already owns. As a citizen of Cordova I proudly state that Cordova does not want one person monopolizing the business's in town. So, to conclude this letter, I say to the planning commission, please don't let a fancy new building fool you, because its inside the building that counts. The fact is Seamans hardware will last and stand as a strong business in Cordova, a strip mall slash Filipino restaurant will not.

Vite Buchert





Auklet Charter Services

P.O. Box 498 Cordova, Alaska 99574 907-253-3428 <<u>info@auklet.com</u>> <u>www.auklet.com</u>

February 3, 2016

To: Mayor Kasch,

Jordova Planning & Zoning Commission.

ie: Old city museum/library buildings.

I wish to express my support to Seaman's True Value Hardware as the most practical and forthright option for the old city museum/library buildings and lots.

I feel that the Reluctant Fisherman would be a good fit as well. To me they come in a close second.

Sincerely David P. Janka

owner/operator Auklet Charter Services

Planning Commissions:

I am in favor of the proposal for Seaman's Hardware to Purchase the Old Library/Museum building. Thank you for taking your time to consider these proposals. I would like to list the reasons why I think Seaman's proposal would be the best suitable business for this area. For as long as I can remember Seaman's has been on Main Street. I would like to see them remain on Main Street in a bigger building with more square footage to better meet our communities needs. It would help relieve the parking issues on Main Street. I know Seaman's has plans to remodel the outside and I think this would beautify this end of town.

Thank you for your consideration,

Scott Madis

PLANNING COMMISSION REGULAR MEETIN 2-03-2016 **FEBRUARY 9, 2016**

Planning Commission (Eity Council After reviewing proposals for the Library' building I think that the most revenue for the city can be generated by Selling the Library building to Seamon's. When Seaming Vacates their existing location it opens another prime location which will be grothen large income generator don the city.

Gues HAMM Droghn_

Feb. 3, 2016

Cordova Planning Commission:

I'm writing this letter to voice a few concerns I have regarding the proposals of two local businesses involved in the sale of the library building. I feel Seamans should have first consideration in this purchase for several reasons. They have been a successful business in Cordova for fifty years supporting our number one economical industry - commercial fishing. They will soon be facing the competition of a similar business three times its size and in their current location, do not have room to expand or offer new products unless they can acquire a larger building. I also believe they have the best business plan submitted to the city as they will hire more employees and double their sales. Seamans has much of Cordova's support - mainly from fisherman who sustain this small fishing community.

I believe the Pioneer Square proposal has a good cosmetic design and would look nice... but the mini-mall, in my experience over the last 20 years living in Cordova, has not been very successful. If it were a viable business opportunity wouldn't it still be in operation today? Businesses in the previous mini-mall were not able to grow and hire new employees over the years. In my opinion, the mini-mall history speaks for itself. As I said before, the Pioneer Square is a great cosmetic design but this point should not be the greatest factor in choosing who should occupy this space. This standard should not be imposed on our Cordova small business owners.

Sincerely,

Jesse Carter

Jesu Caster

Planner's Report

To:	Planning Commission
From:	Planning Staff
Date:	2/3/16
Re:	Recent Activities and Updates

- One building permit issued since the last meeting.
- Paving bid will close February 5th.
- Working on code revision for public nuisance
- Grant Land Trust will be guest speaker at the February 17th City Council meeting to discuss the process and possible land donation of the Stern Property. Property is located above ponds at Fleming Spit.
- Tideland acquisition is moving forward with State of Alaska. Possible decision soon.
- Assisting Public Works Director for roads project, LT2 and Crater Lake feasibility study.
- Joint Work Session with Planning Commission and City Council at 7:30 PM on the 11th of February (see calendar).

Memorandum

To:	Planning Commission
From:	Planning Staff
Date:	2/3/16
Re:	Review of Proposals for the Existing Library/Museum Land and/or Building

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 24th, 2015 and ended January 5th, 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.

Review of Proposals for the Existing Library/Museum Land and/or Building Page 1 of 2

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.

- 1/12/15 At the Planning Commission Regular Meeting, the commission discussed the proposals and referred the item back to staff. For more information refer to the unapproved minutes for the meeting contained in this packet.
- 2/3/15 At the City Council Regular Meeting, council had a discussion about the roles and responsibilities of the Planning Commission as it relates to land disposal and the disposal criteria. The council agreed to have a Joint Work Session with the commission to discuss this issue for future land disposals. There are no changes with the current Library/Museum disposal.

PART III – APPLICABLE CRITERIA

<u>Chapter 5.22.060 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.</u>

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)*]."



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 5th, 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.

Page 1 of 3

In accordance with the City Code, we must announce that the fair market value for the Library/Museum building is <u>\$45,000.00</u> and the fair market value for each of the seven 2,500 sq. ft. lots is <u>\$24,021.00</u>. 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 $\underline{\$1,000.00}$. 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, 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

Page 2 of 3

Please mail proposals to:City of CordovaAttn: City ManagerC/O ProposalsP.O. Box 1210Cordova, Alaska 99574

<u>Or email proposals to citymanager@cityofcordova.net and planning2@cityofcordova.net.</u> 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.

<u>Proposals received after Tuesday, January 5th, 2016 at 5 PM will not be considered.</u>

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

Page 3 of 3

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.

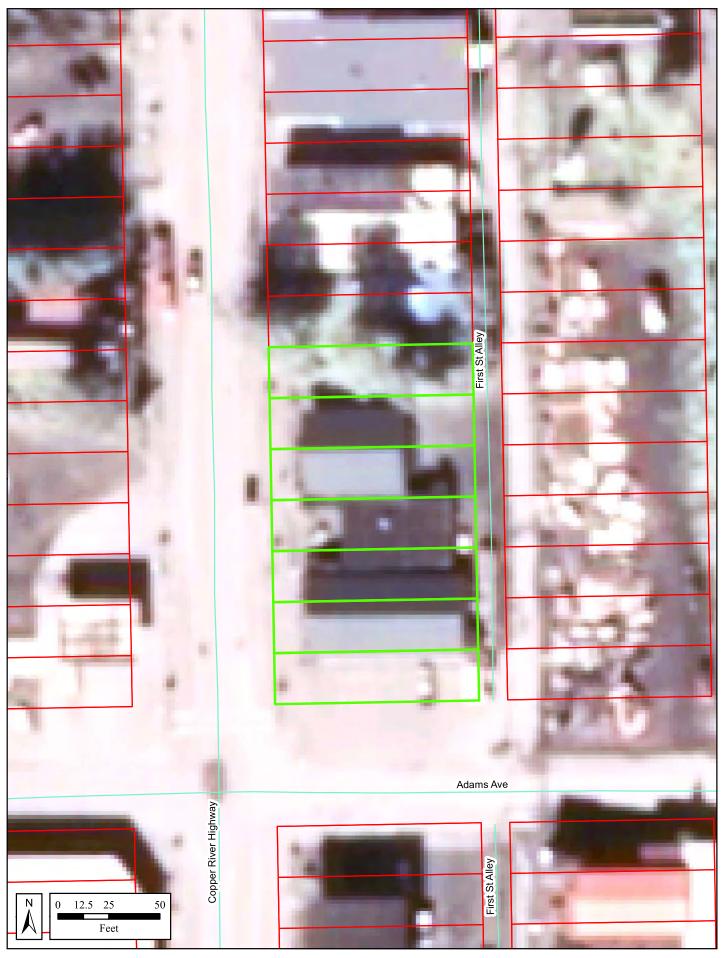
Final Land Disposal Evaluation Criteria

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	1.25		
Proposal Price	1		
Consistency with Comprehensive Plan	1.5		
Total	10		

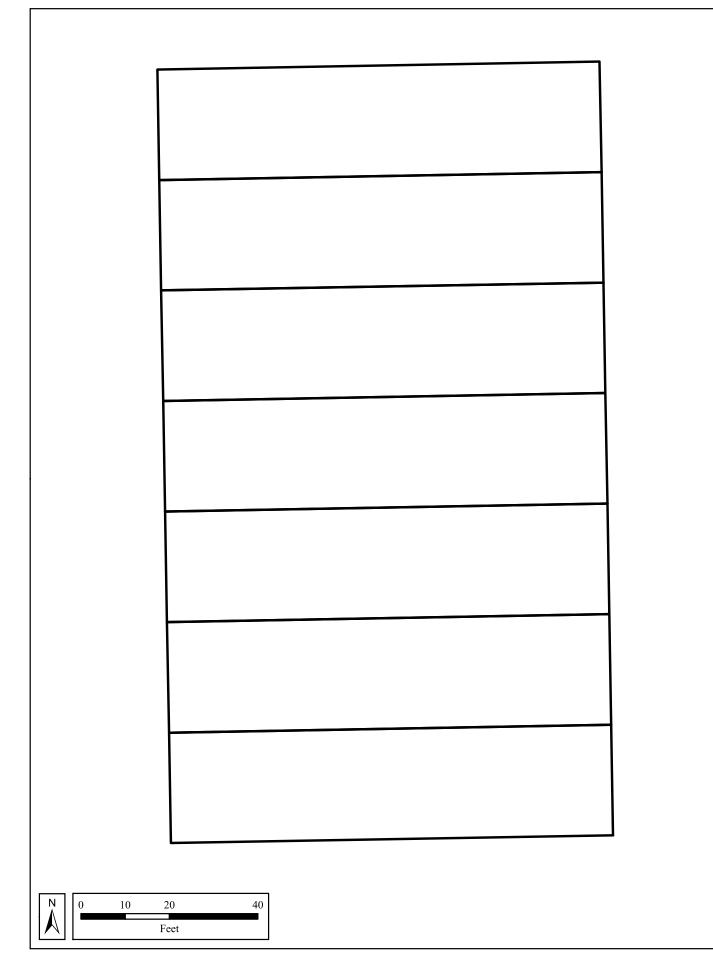
ATTACHMENT B



ATTACHMENT B



ATTACHMENT C



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 offstreet 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:

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).

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 XXXXX, 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. <u>Base Rent</u>. 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

ATTACHMENT E

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. <u>Additional Charges</u>. 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. <u>Late Fee</u>. 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. <u>Authorized Uses</u>. 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 XXXXXXXXX. 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

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. <u>Compliance with Laws</u>. 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. <u>Lessee's Acceptance of Premises</u>. 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. <u>Development Plan</u>. 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

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. <u>Substantial Completion</u>. 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

ATTACHMENT E

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

General Indemnification. Lessee shall defend, indemnify, and hold the City Α. 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.

Environmental Indemnification. Β. 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

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. <u>Commercial General Liability</u>. 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. <u>Property Insurance</u>. 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. <u>Personal Property Insurance</u>. 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. <u>Workers' Compensation Insurance</u>. 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,

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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 be 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. <u>Default</u>. 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;

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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. <u>Remedies</u>. 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;

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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

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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 quasipublic 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:

ATTACHMENT E

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

B. <u>Partial Taking</u>. 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. <u>Award</u>. 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. <u>Option.</u> The City hereby grants to Lessee an option (the "Option") to purchase the Premises upon the terms and conditions stated in this Lease.

B. <u>Option Period</u>. 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. <u>Exercise of Option</u>. 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. <u>Conditions to Exercise Option</u>. 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. <u>Purchase Price.</u> 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

ATTACHMENT E

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. <u>Closing Date.</u> 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. <u>Closing.</u> 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. <u>Cooperation for Consummating the Option.</u> 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. <u>City's Right of First Refusal</u>. 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 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

ATTACHMENT E

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. <u>Time Is of the Essence</u>. Time is of the essence for this Lease and of each provision hereof.

B. <u>Entire Agreement</u>. 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. <u>Governing Law and Venue</u>. 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. <u>Relationship of Parties</u>. 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. <u>Notice</u>. 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

LEASE WITH OPTION TO PURCHASE F:\401777\222\00427326.DOCX

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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. <u>Captions</u>. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.

G. <u>No Waiver of Breach</u>. 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. <u>Survival</u>. 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. <u>Partial Invalidity</u>. 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. <u>Successors and Assigns</u>. 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. <u>Estoppel Certificates</u>. 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. <u>Recordation of Lease</u>. 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.

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M. <u>Authority</u>. 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. <u>Exhibits</u>. Exhibits A and B to this Lease are specifically incorporated into the Lease.

O. <u>No Third-Party Beneficiaries</u>. 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. <u>Interpretation</u>. 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. <u>Counterparts</u>. 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. <u>Attorneys' Fees</u>. 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
	Ву:
	Its:

ATTACHMENT E

Exhibit A

Legal Description

Exhibit B

Development Plan



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 5th, 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 Co	ntractors	LLC		
Name of Organization:					********
Address: <u>PO Box</u>	2.034		Phone #: <u>424</u> -	-1765	
Cordo	va AK		Email: davide	e facility con	tractors.com
C	19574				
Proposed Price: \$ 505 The City will consider an	1,000.00 We	offer Lot 3	3 Black 2 South	th Fill Devel	opment Park
The City will consider any regulations, including Ch	ر AS y and all proposals fo apter 5.22 of the Core	r the property s dova Municipal	ubject to any appl Code (CMC).	icable laws and	plice.
			Diaming Comm	ission The Plan	ning

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.

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In accordance with the City Code, we must announce that the fair market value for the Library/Museum building is <u>\$45,000.00</u> and the fair market value for each of the seven 2,500 sq. ft. lots is <u>\$24,021.00</u>. 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, or stop by in person.

Additional Information Required (please attach separately with this proposal form):

---- 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?
- $\sqrt{5}$. 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

Page 2 of 3

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

12

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Or email proposals to citymanager@cityofcordova.net and 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 5th, 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.

Page 3 of 3

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 publie.

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

2

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. Plumbline 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.

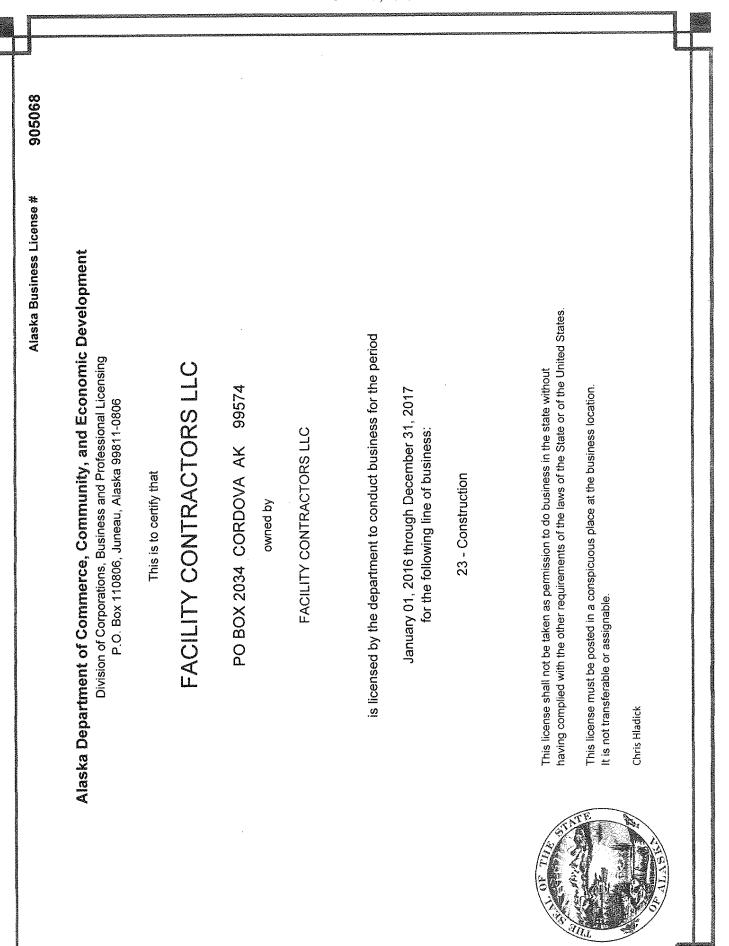
Alaska Commercial Company, Bethel - new 4plex housing construction.

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	



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 nonretail 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,

Ker Roombildt

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.

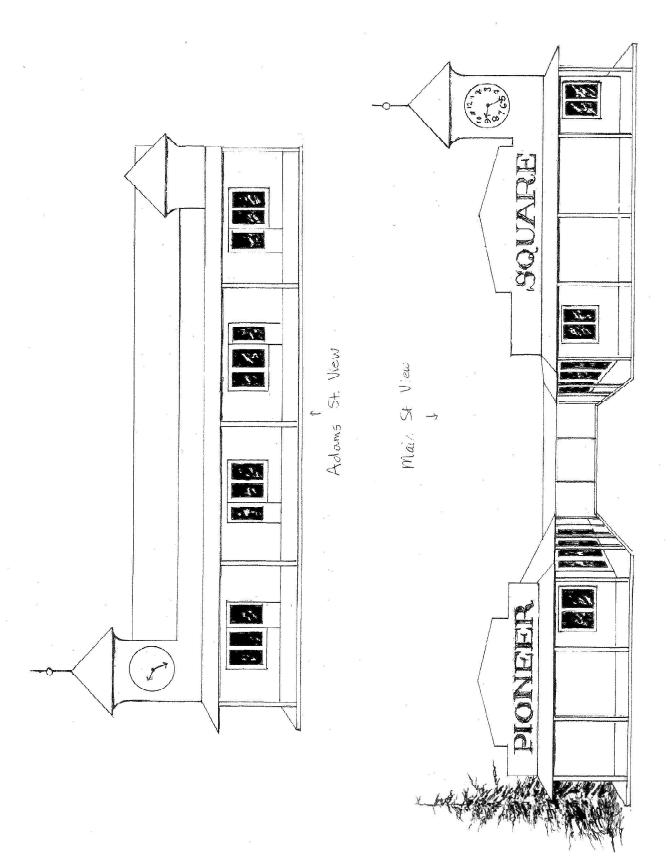
I am in support of any proposal that would give food producers more options for producing their products in a certified kitchen.

ſ

Thank you,

GUDA SWEENHART

BON	VBT. TRACT		david@facilitycontr	14 • Cordova, Alask actors.com • office 1-7768 • cell: 907-	: 907-424-7765	Date:; Scale:	14. ¹¹ :		
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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 5th, 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 Propos		President-TimDillon
Name of Organ	ization: Soamand Ha	rdware inc. Vire Pres
Address:	POBOT 38	Phone #: <u>907 - 424 - 3647</u>
<u>(</u>	Cordova, A.K.	Email: Joannade Ctcalk
-	99574	
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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.

Page 1 of 3

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



1

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.². Our proposed additions would add 1880 ft.² for a total footprint of 8640 ft.².

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:

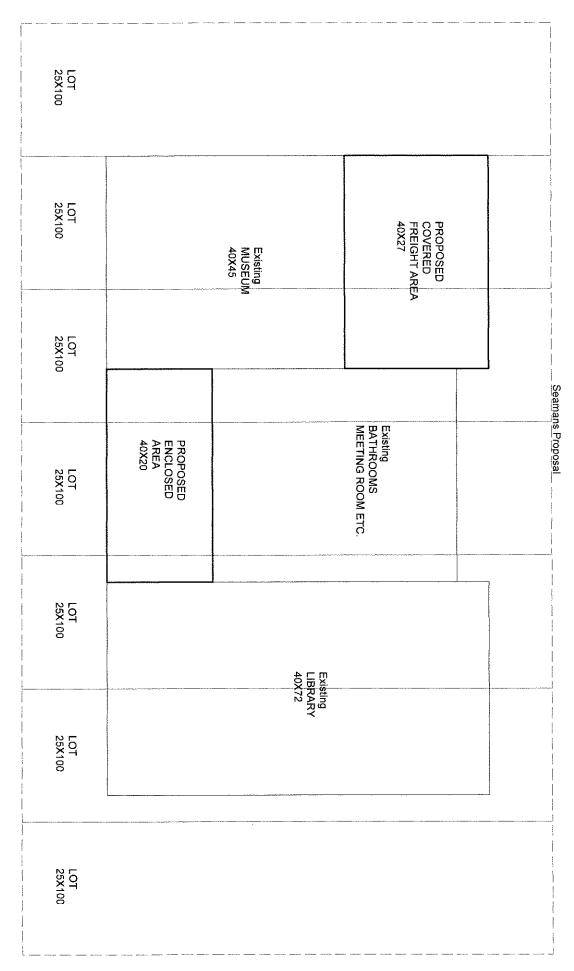
- begin by working with True Value Hardware on the most efficient new store layout and systems for this space
- construction of additions would occur in the summer of 2016

- 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.





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 5th, 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	BLACKL	ER T	RUSTEE	,,
Name of Organization:		CORDOVA	Moose	LODGE	#1266	
Address:	PO Box	609		Phone #: <u>9</u> (07-424-369	6 office
	514 24	ST.	.,	Email: <u>Con</u>	dova moose @	<u>yahoo. Com</u>
	CORDOU	A AK 9951	4			

¥ 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 CALL SECTION 5.22.070

Page 1 of 3



LOYAL ORDER OF MOOSE

CORDOVA LODGE NO. 1266 P.O. BOX 609 CORDOVA, AK 99574 (907) 434-3696 or FAX: (907)424-7396

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.



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 1st, 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	Meger	and	Sylvin	hang e
Name of Org	anization:	Eanh.			۳.	8
Address:	p. 0. 1	30x 120		Phone #:	(907)36	0-9076
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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.

Page 1 of 3

PLANNING COMMISSION REGULAR MEETING **FEBRUARY 9, 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
100077	Value of improvements	1.75		•
10	Number of Employees	1		
750	Sales Tax Revenue	1		
A 100 10 +	Importance to Community	1.75		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Long	5yr Business Plan/Timeline	0.75		am 4, 4, 4, 4, - , - , - , - , - , - , - ,
sender min unde honke. Nove apposed	Enhanced Architectural Design & mechanica ?	1.25 7		
where apposed	Proposal Price	1		
yes	Consistency with Comprehensive Plan	1.5		
	Total	10		

1 service = 4-5 professor 1

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 XXXXXX., an Alaska corporation ("Lessee").

RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska generally described as XXXXX, 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. <u>Base Rent</u>. 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

PLANNING COMMISSION REGULAR MEETING **FEBRUARY 9, 2016** ATTACHMENT E

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.

Β. 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.

A. <u>Authorized Uses</u>. Subject to the terms and conditions of this Lease, not the error of the Premises is limited to constructing and maintaining the development place. 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 XXXXXXXXX. 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

Snow

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. <u>Compliance with Laws</u>. 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. <u>Lessee's Acceptance of Premises</u>. 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. <u>Development Plan</u>. 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

Not with hald unreasonal

LEASE WITH OPTION TO PURCHASE F:\401777\222\00427326.DOCX

A Chart (V Page 3 of 16

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. <u>Substantial Completion</u>. 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 X 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

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. <u>Commercial General Liability</u>. 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. <u>Property Insurance</u>. 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. <u>Personal Property Insurance</u>. 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. <u>Workers' Compensation Insurance</u>. 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,

t bound





One Cannery Row • P.O. Box 120

907-360-7076 Cordova, Alaska 99574 Phone (907) 424-5920 Fax 424-5923

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 (1st 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.

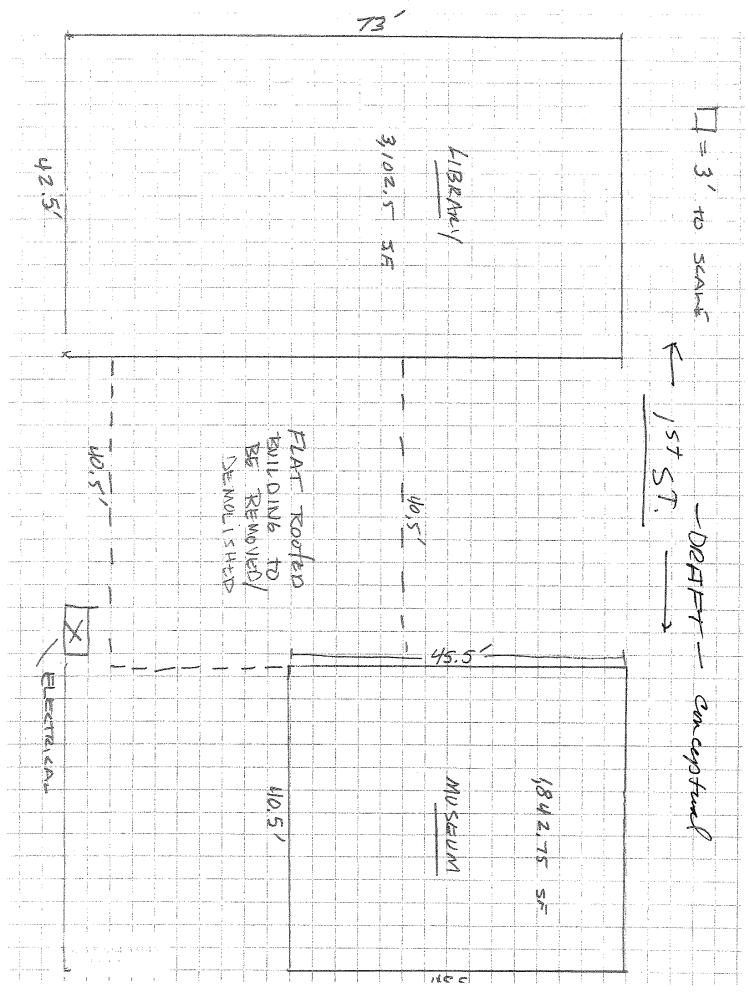
Cannery Row, Inc. has been in business and operating in Cordova since 1993. We currently are in the property rental business. From 1993 - 2000 Cannery Row Inc. successfully owned and operated a 12 room hotel and restaurant on lot 2 of the Cannery Row subdivision in Cordova (Cookhouse Café & Rooms), besides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

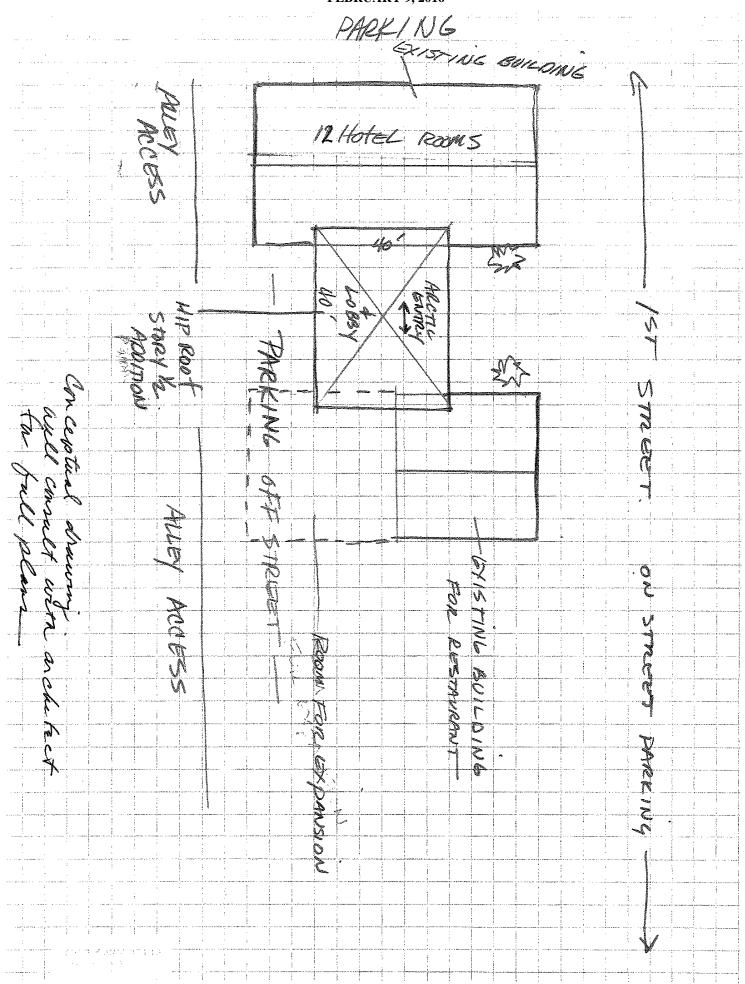
The principals in Cannery Row, Inc. are Greg Meyer and Sylvia Lange, the current owners and operators of Reluctant Fisherman Inn, as Reluctant Fisherman LLC.

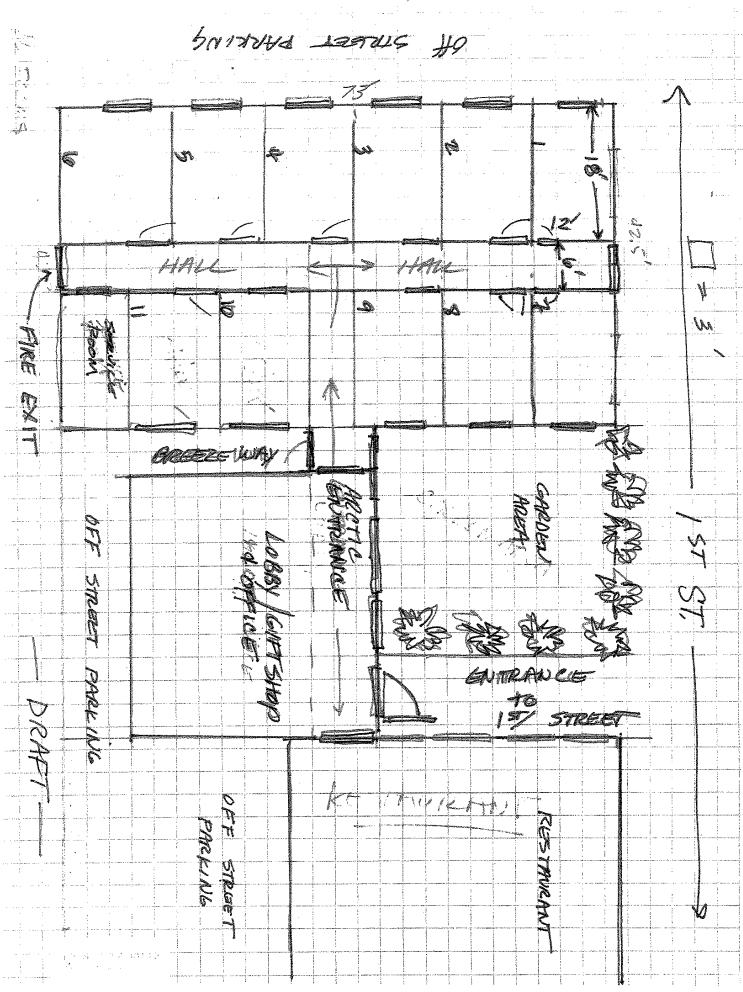
Thank you for considering our offer and I look forward to working with you and the city council in the purchase of this property.

Sincerely,

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







RECEIVED

Cordova Drug Co. David A. O'Brien Owner December 14, 2015 DEC 1 4 2015

City of Cordova

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

Client	Residents of the City of Cordova
Sponsor	City of Cordova
Project manager	To be determined by the City of Cordova

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.



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 5th, 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 Pro	poser:	LOREEN P	ALLAS
Name of Or	ganization:	CHILDREN	N'S PALLAS
Address:	PO BOX	200	Phone #: <u>907-424-43</u> 23
	CORDOVA	¥, AK.	Email:
		99574	
Proposed P	rice: \$_215,00	00.00	

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.

Page 1 of 3

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 1st 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 employee 4-6 employees and if I am able to expand my business I would be able to employee additional people.

I would sincerely hope you consider my proposal.

Sincerely,

ofree & Pallos

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 llanka 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:	2/3/16
Re:	Sign Permit for Ace Hardware Cordova

PART I – GENERAL INFORMATION

Requested Actions:	Permit Sign Square Footage
Applicant:	Ace Hardware Cordova
Address:	500 Water Street
Legal Description:	Lot 1A, Block 5, Tidewater Development Park
Parcel Number:	02-173-401
Zoning:	Business
Lot Area:	12,750 sq. ft.

Per Chapter Section 18.44.070 of the Cordova Municipal Code, a business may use up to fifty square feet for signs, however the Planning Commission may permit additional square footage under 18.44.070(C).

Please refer to the attached email for the request from Facility Contractors.

PART II – REVIEW OF APPLICABLE CRITERIA

18.44.070 - Type, size, and location of signs permitted in B, I, CBD, WCP and PLI districts.

The following types, sizes, and locations of signs are permitted in B, I, CBD, WCP and PLI districts:

- A. If there is only one business establishment in a building, that business may have three signs, the total area of which shall not exceed fifty square feet in area. No more than one of such signs shall be placed on any one face of the building;
- B. If two or more business establishments are located in the same building, each business may have two signs, the total area of which shall not exceed fifty square feet. No more than one sign for any business shall be placed on any one face of the building;
- C. In addition to the above, 02 square feet of sign size per square foot of gross floor space, up to a maximum of two percent of total square footage of the building may be permitted by the planning commission;
- D. Signs guiding or directing traffic and parking on public or private parking are permitted providing such signs bear no advertising matter.

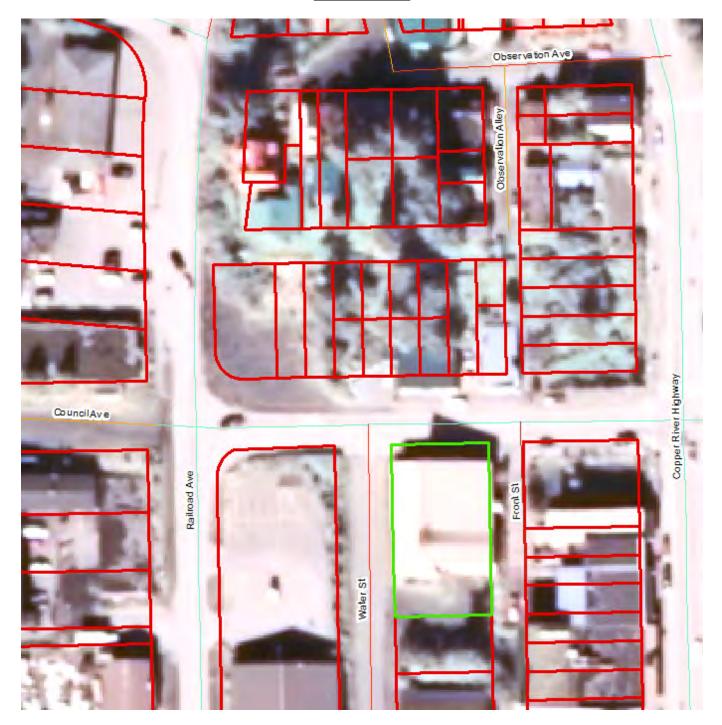
PART III – STAFF RECOMMENDATION

Staff recommend permitting a total of 150 square feet of sign space as the applicant can request up to 2% of the total square footage and they are requesting only 1%. Ace Hardware Cordova is a business consistent with the permitted uses of the Business district.

PART IV – SUGGESTED MOTION

"I move to permit a total of 150 square feet of sign space for Ace Hardware Cordova for the building located on Lot 1A, Block 5, Tidewater Development Park."

Location Map



From:	David Roemhildt at Facility Contractors
To:	Leif Stavig; Sam Greenwood
Subject:	Cordova Hardware sign permit
Date:	Thursday, January 21, 2016 5:40:19 PM
Attachments:	Cordova Hardware exterior signage.pdf

Good afternoon Sam and Leif.

I am requesting approval for business signs to be affixed to the Frontier Building at 500 Water Street.

Attached is the cut sheet for the standard ACE signs for this size building. We request approval for two signs, one facing Railroad Ave. and the other facing Council street. The larger of the two, which the manufacturer calls a 60" sign, will face Railroad. The 48" sign will face Council.

Per CMC 18.44.070, we will have only one sign per face of the building. The 60" sign is less than 75 square feet and the 48" sign is less than 50 square feet. Per CMC 18.44.070 (C), we request the additional .02 square feet of signage of the gross square footage of the floor. The first two floors of the Frontier Building are each 7200 square feet. This provision could potentially allow us 288 square feet of additional signage. We request only an additional 100 square feet to accommodate the signs we have proposed, plus enough for minor changes to the signs in future.

Respectfully,

David Roemhildt



CORDOVA ACE HARDW, CORDOVA, AK REVISION 2 - 12.10.15

DATE

CUSTOMER SIGNATURE LANDLORD SIGNATURE

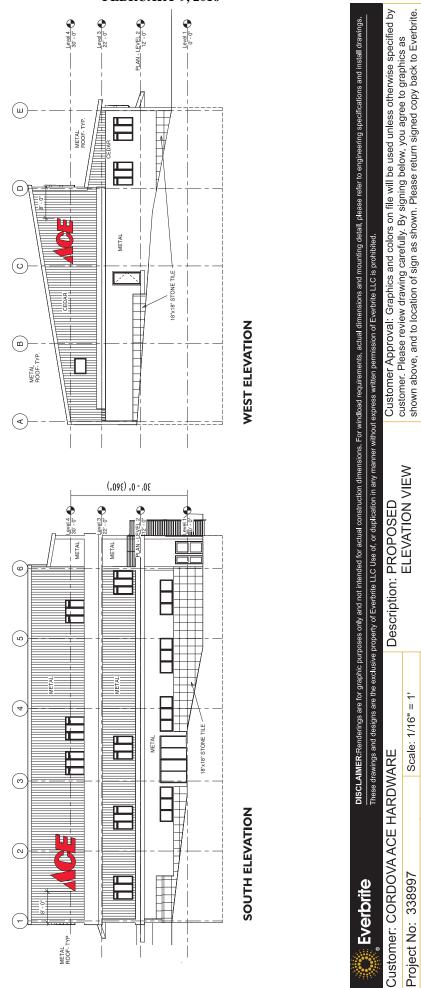
Revised: 12.09.15 Revised: 12.10.15

Location & Site No: 125 HARBOR LOOP RD.

CORDOVA, AK

Drawn By: LC

Date: 10.07.15











Memorandum

To:Planning CommissionFrom:Planning StaffDate:2/3/16Re:Resolution 16-01

PART I – GENERAL INFORMATION

The Land Disposal Maps are required to be updated annually. At this time, the Planning Commission needs to review the updated 2016 Land Disposal Maps in order to make a recommendation to City Council to adopt the maps.

The descriptions of the map designations and the update policy are on the cover page of the 2016 Land Disposal Maps document, attached. These are open for discussion if the commissions feel there needs to be adjustments.

If a letter of interest is received on property that is 'Not Available,' staff notify the author of the letter and let them know that if they want the lot to be 'Available,' the opportunity to do so is at the annual update of the Land Disposal Maps. Staff would like to note there are instances where the commission and the council has changed the designation from 'Not Available' to 'Available' outside of this annual update process (i.e. in 2015: Alpine Diesel lease area, Breakwater Fill Lot, and Library/Museum lots).

There were no letters of interest received for lots designated 'Not Available' in the 2015 Land Disposal Maps.

PART II - CHANGES TO THE 2016 LAND DISPOSAL MAPS

The 2015 Land Disposal Maps are available on the City's webpage (in menu on the right): <u>http://www.cityofcordova.net/government/planning/lease-or-purchase-city-land</u>.

The following lists are the changes to the maps made by staff. Most of the changes are updates Highlighted changes are recommended designation changes and should be discussed and concurred with by the commission.

General Changes:

- Some of the map's perspectives have been altered to show more/less area.
- Parcel layer has been updated with all new subdivisions.
- Parcel lines more accurate, fixed errors in parcel lines, etc.

Specific Updates by Map:

- North Fill Development Park
 - Coast Guard lease of a portion of Sorrel Road and a portion of the adjacent lot now shown.
 - > Mobile Grid lot is now 'Leased' as a new Lease with Option to Purchase is in place.

- Ocean Dock Subdivision
 - Alpine Diesel lease area is shown.
 - The small parcel next to CEC's leased area adjacent to New England Cannery Row was formerly shown as 'Not Available.' It has been determined that this parcel is not owned by the city.
 - The two northernmost tideland lots across from Shelter Cove have been shown as 'Not Available' on previous Land Disposal Maps. Staff recommend designating these parcels as 'Tidelands' since they are tidelands and there are no deed restrictions in place.
- Odiak Park
 - > The lot sold to the Hansons has been removed.
 - > The area purchased by the Winters is now properly depicted.
- Old Town Area
 - The lot on Third Street is now 'Leased' as a new Lease with Option to Purchase is in place.
- South Fill Development Park
 - AC lease area is depicted showing the area no leased on the north edge of the properties for harbor parking.
- Tidewater Development Park & Cordova Industrial Park
 - Ocean Beauty's tidelands purchase is shown.
 - The tidelands the city will soon be granted management authority over are now depicted on this map and on the South Fill Development and Whitshed Road maps. This is the large 50 acre parcel located outside the ATS 220 boundary. Staff recommend designating this parcel as 'Tidelands.'
- Power Creek Road
 - The small sliver of land across the road from the cemetery has not been depicted in the past. Staff recommend designating this parcel 'Not Available' with the rest of Nirvana Park.

PART III – SUGGESTED MOTION(S)

"I move to approve Resolution 16-01"

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

If an action clearly has unanimous consent, no motion needs to be made.

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

CITY OF CORDOVA, ALASKA PLANNING COMMISSION RESOLUTION 16-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA, ALASKA, RECOMMENDING THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA ADOPT THE 2016 LAND DISPOSAL MAPS

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

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

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

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

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend the City Council of the City of Cordova, Alaska adopt the 2016 Land Disposal Maps.

PASSED AND APPROVED THIS 9TH DAY OF FEBRUARY, 2016

Tom Bailer, Chair

ATTEST:

Samantha Greenwood, City Planner

2016 Land Disposal Maps

Adopted by City Council: XXXXX

Map Designations

Available – Available to purchase, lease, or lease with an option to purchase.

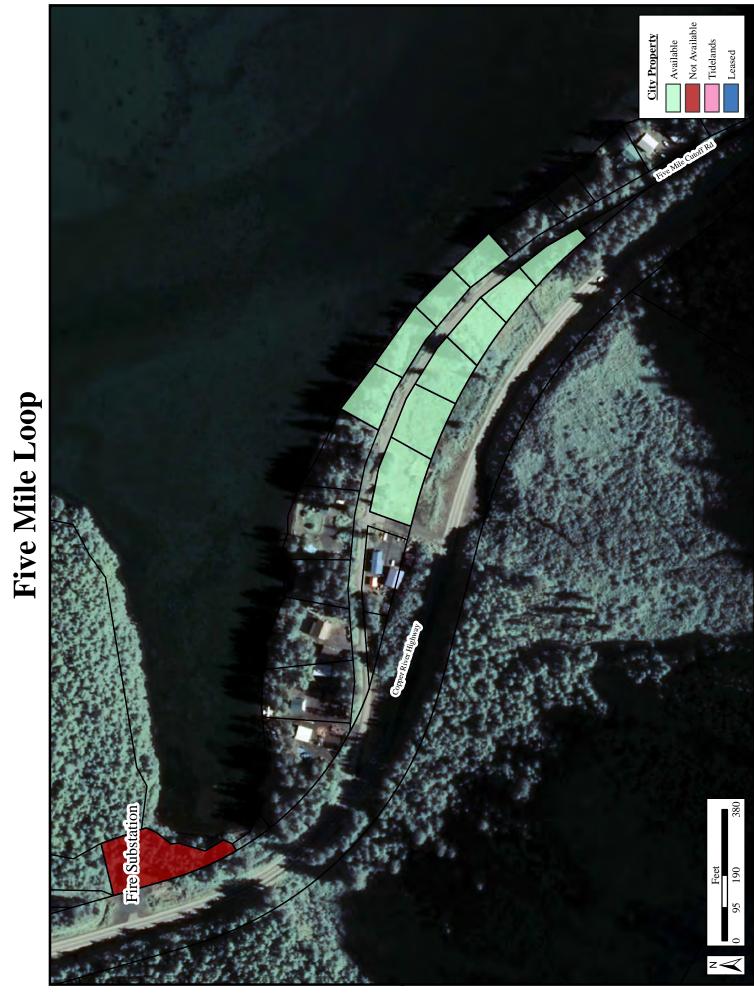
Not Available – The identified property is NOT available for sale. A response will be sent to the interested party stating that the parcel is not available for purchase. These parcels include protected watersheds, substandard lots, snow dumps, and other lots used by the city.

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

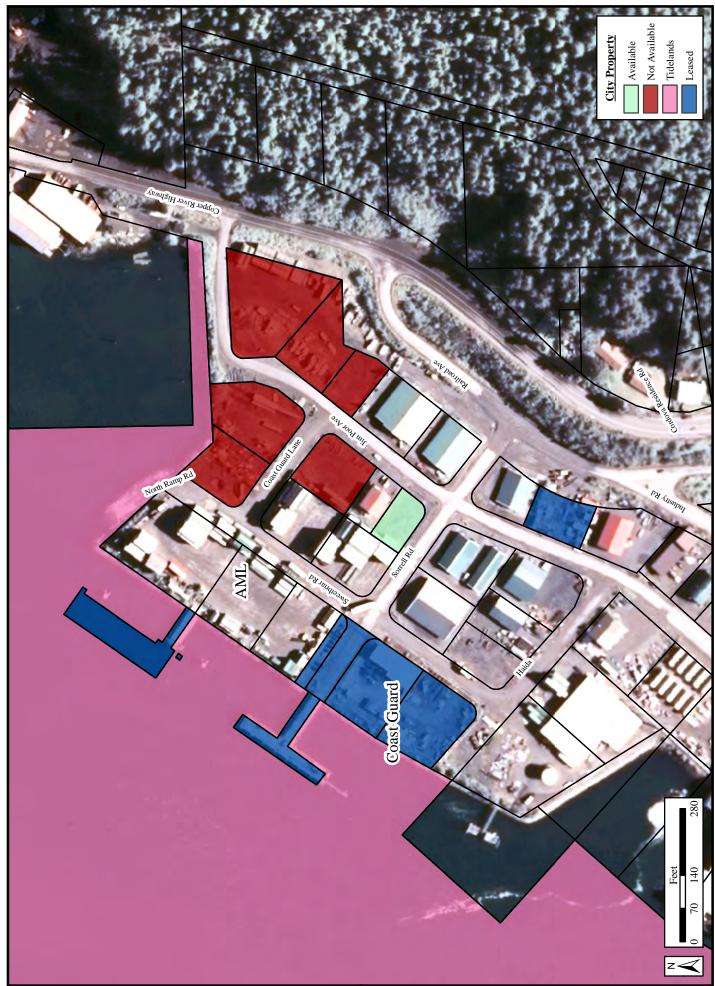
Leased – These are lots currently leased to a business or government entity by the City and are not available during the lease term. There are leases that are short term and renew every two years and others are long term leases with substantial improvements on the property. At the end of the lease term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

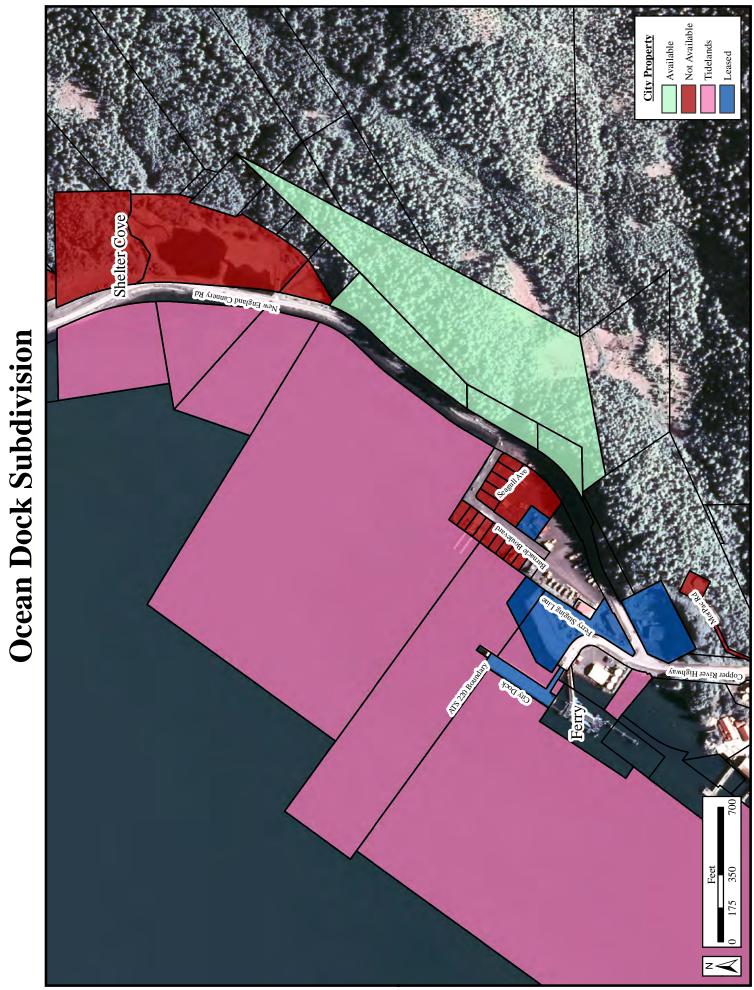
Final Update Policy

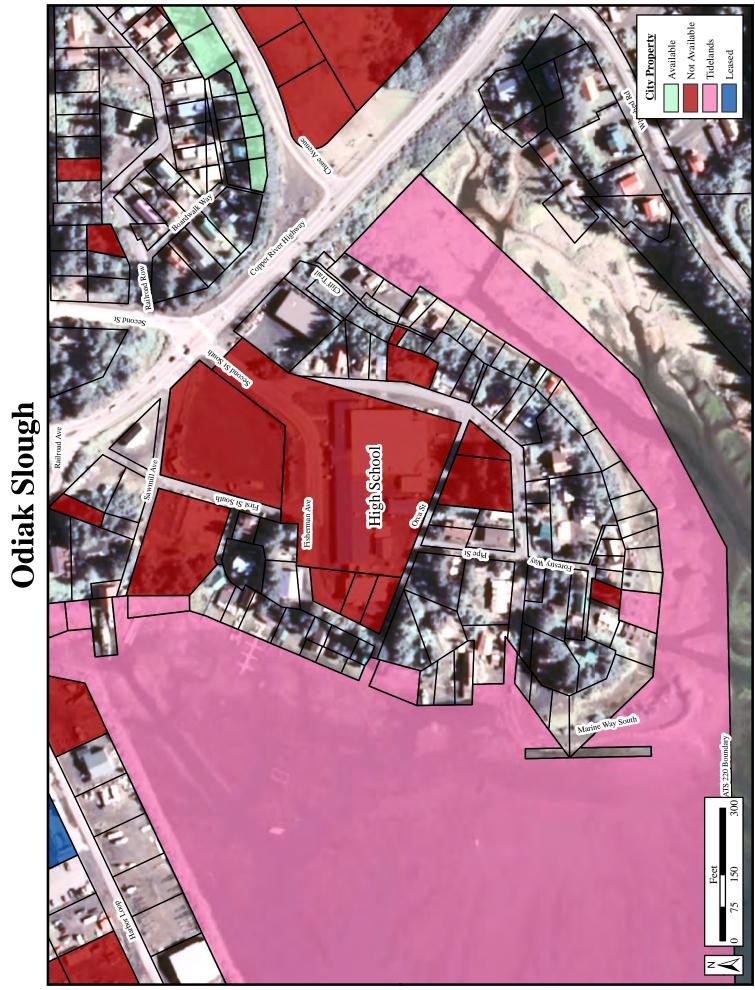
Maps will be updated on an annual basis by the Planning Department staff, reviewed by the Planning Commission, and adopted by City Council. This update process will begin after each new year with updated maps being presented to the Planning Commission in January.



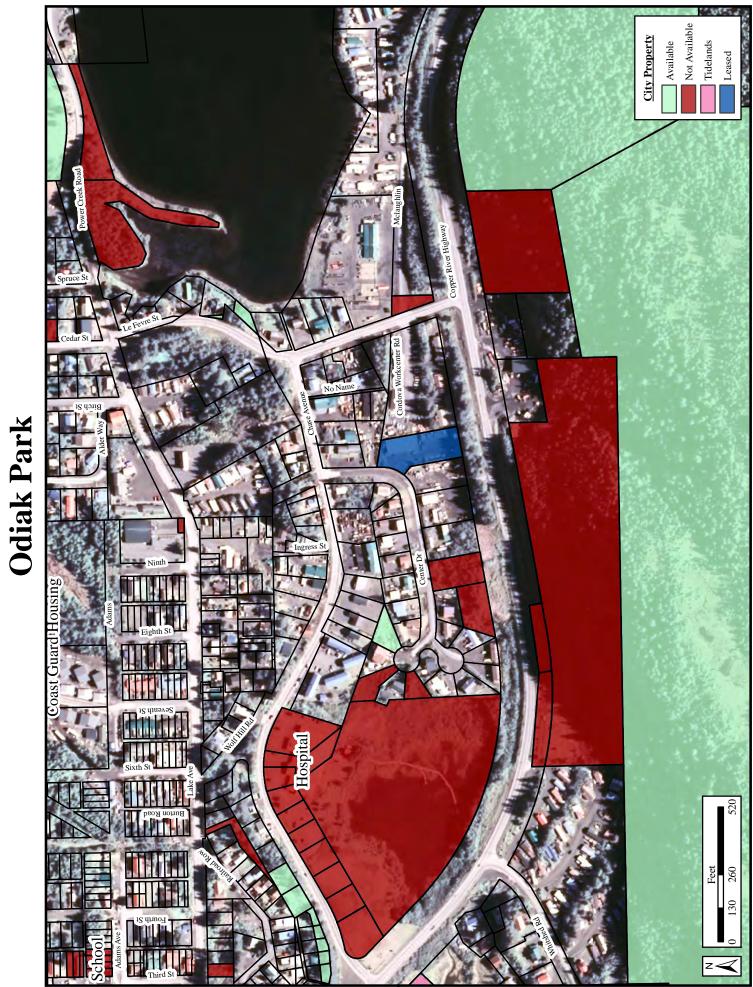


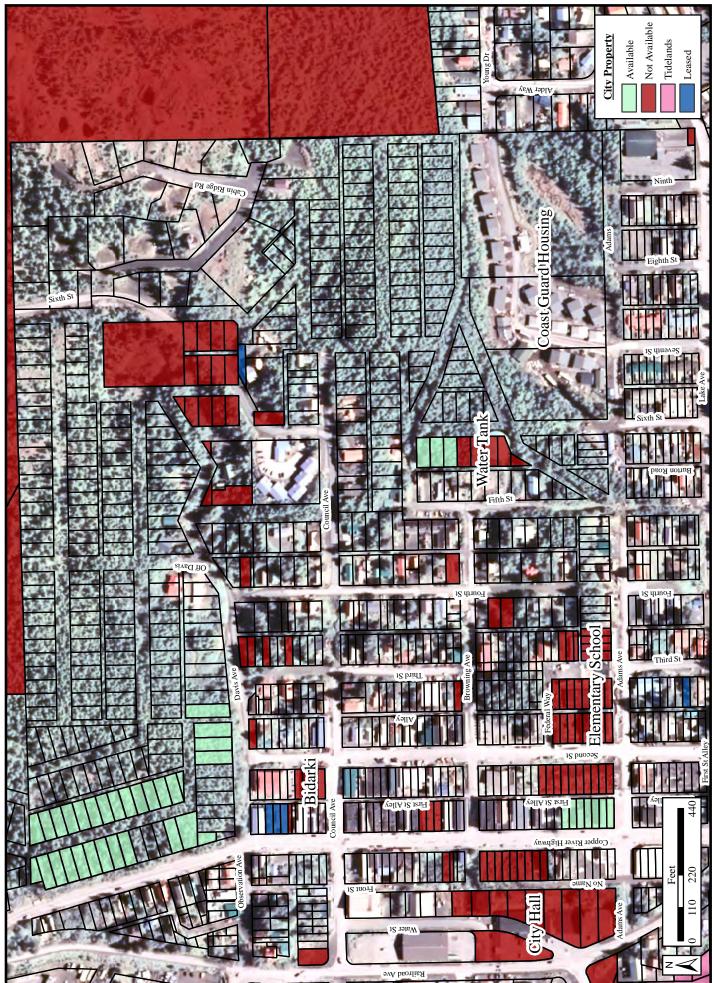


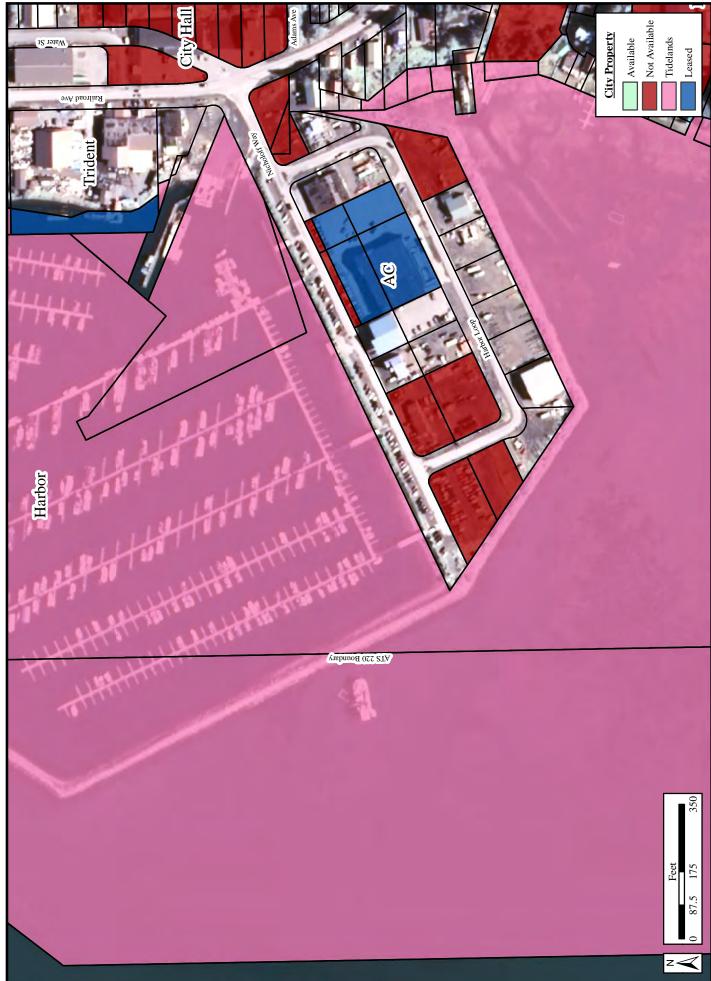




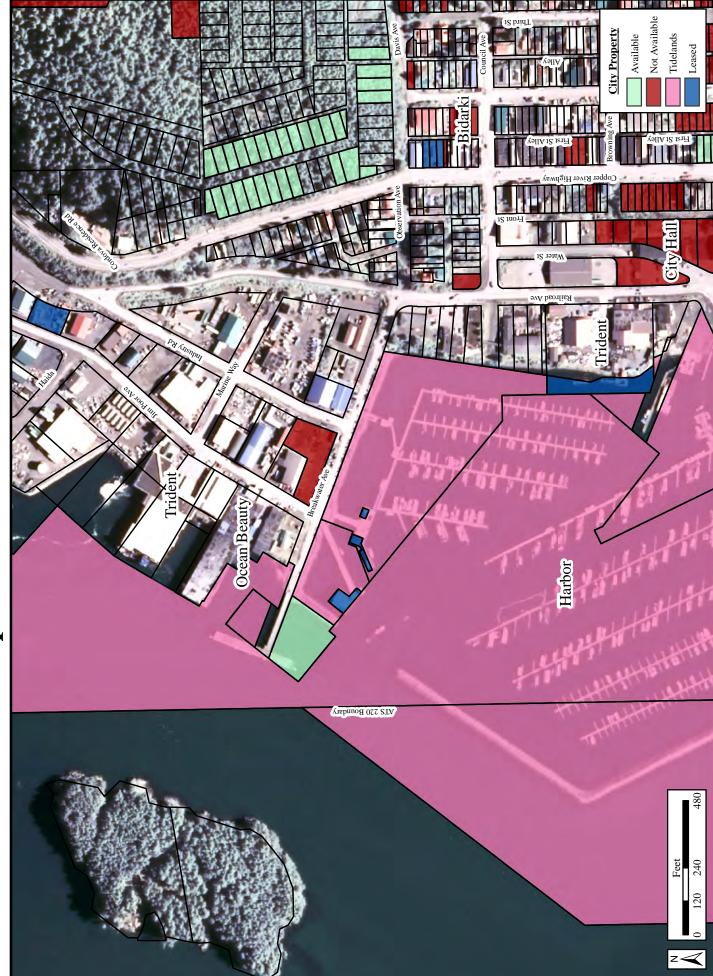
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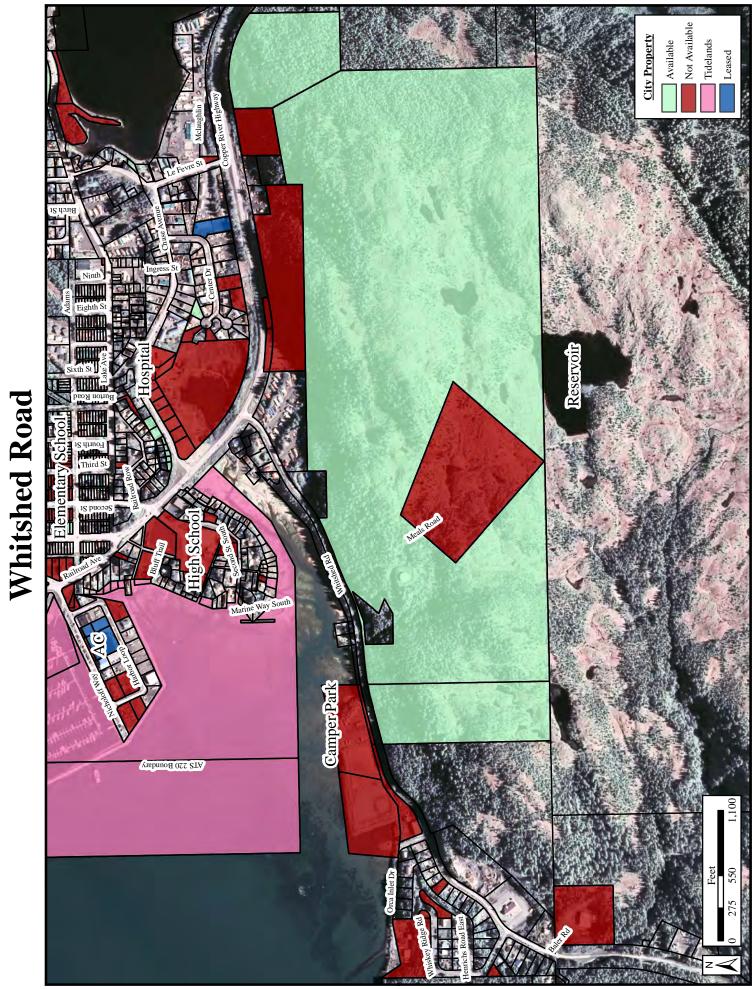


South Fill Development Park



Tidewater Development Park & Cordova Industrial Park

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Memorandum

To:	Planning Commission
From:	Planning Staff
Date:	2/3/16
Re:	Land Disposal of a Portion of ATS 1004

PART I – GENERAL INFORMATION

Requested Actions:	Recommendation to City Council on Disposal Method
Legal Description:	Portion of ATS 1004 (see location map)
Parcel Number:	02-041-700
Zoning:	Waterfront Industrial District
Lot Area:	Area of portion is approx. 11 acres

The city has received a letter of interest (see attached) from Skip Jensen.

In accordance with the Cordova Municipal Code, the Planning Commission will give a recommendation to City Council of whether to offer the real property interest for disposal by one of the methods as described in Section 5.22.060(B).

PART II – APPLICABLE CRITERIA

5.22.040 DISPOSAL OF REAL PROPERTY – Letter of interest to lease or purchase.

C. The planning commission shall review the letter of interest and recommend to the city council whether to offer the real property interest for disposal by one of the methods as described in Section 5.22.060(B).

5.22.060 DISPOSAL OF REAL PROPERTY – Methods of disposal.

B. In approving a disposal of an interest in city real property, the city council shall select the method by which the city manager will conduct the disposal from among the following:

1. Negotiate an agreement with the party who submitted a letter of interest to lease or purchase the property;

2. Invite sealed bids to lease or purchase the property;

3. Offer the property for lease or purchase at public auction;

4. Request sealed proposals to lease or purchase the property.

PART III – SUGGESTED MOTION

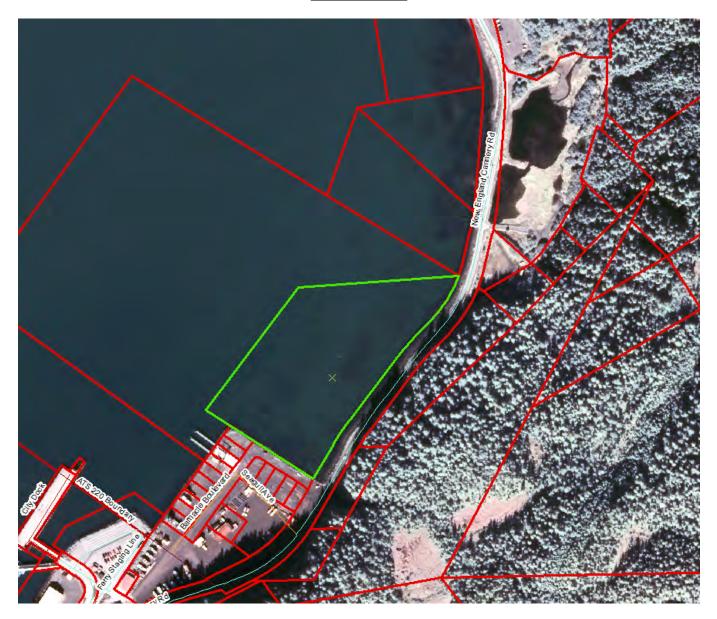
"I move to recommend to City Council to dispose of a portion of ATS 1004 as depicted in the staff report for fair market value as outlined in the Cordova Municipal Code 5.22.060 B by *"

Choose one of the following to insert for the asterisk:

- 1. Negotiating an agreement with Skip Jensen to lease or purchase the property.
- 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.

Land Disposal of a Portion of ATS 1004 Page 1 of 2

Location Map



From: skip jensen [mailto:fvrhema@mail.com]
Sent: Wednesday, January 13, 2016 6:00 PM
To: Sam Greenwood <planning@cityofcordova.net>
Subject: Re: RE: potential tidelands

Hi Samantha.

So we are interested in the 11 acre portion zoned waterfront industrial. Could you assist us in the State and Federal Permits needed or finding someone who can? Hopefully the City would give us a good deal on the land as this new Plant in Cordova would bring alot of new jobs and income for the people of this community and revenue for the City in the form Property Taxes and Fish Taxes. Skip

From: skip jensen [mailto:fvrhema@mail.com]

Sent: Tuesday, January 19, 2016 8:57 PM

To: Sam Greenwood <planning@cityofcordova.net>

Cc: Mark Ashmore <Marka@green-werkes.com>; David Bensimon <davidbensimon81@gmail.com> **Subject:** Re: RE: RE: RE: potential tidelands

Hi Sam,

The name of our new company is Alaska Wildstock Seafoods. We have plans for a 70,000 sq ft fish freezing plant. I would be the contact person in Alaska at this time. My partners in this enterprise are in Seattle and L.A. My local mailing address is, PO Box 365, City

Email: fvrhema@mail.com Phone: 907 424 7168 and Cell: 253 7168

2/4/2016 8:39 AM 26 12 5 Sa 25 11 4 Fr SATURDAY Π $^{0}_{31}$ March 2016 Tu We 337697 13 20 27 و ഹ 25 T 8 Mo $^{21}_{28}$ Su $\begin{smallmatrix}&6\\13\\20\\27\end{smallmatrix}$ FRIDAY Sa 20 21 6 21 20 22 26 112 S 12 19 26 뵤 ഹ 4 Tu We Th 11 4 11 8 25 1 25 February 2016 7:30pm Joint Work Session - Planning Commission & City Council (CC Comm. Rooms A & B) 24103695 ²²²23 Mo THURSDAY Su 2114 11 18 25 4 \sim Commission Regular (CC Comm. Room B) 7:00pm School Board Regular (High School) 7:00pm City Council Regular (CC Comm. Rooms A & B) 7:00pm City Council Regular (Library) WEDNESDAY 7:00pm Harbor 10 17 24 \sim \sim Hearing (CC Comm. Rooms A & B) 7:00pm Planning Commission Regular (CC Comm. Rooms A & Commission Regular Meeting (CC Comm. Room B) 6:00pm Parks and Rec. 6:30pm Planning Commission Public TUESDAY Mar 1 16 23 \sim σ City Closed - President's MONDAY Feb 1 Day 15 22 29 February 2016 ∞ SUNDAY Jan 31 199 of 200 28 21 \sim

March 2016				March 2016 Su Mo Tu We Th 6 7 8 9 10 13 14 15 16 17 20 21 22 23 31 27 28 29 30 31	Fr Sa 4 5 11 12 25 26	April 2016 Su Mo Tu We Th Fr Sa 1 1 We Th Fr Sa 1 2 1 1 1 Value 1 1 2 1 1 1 1 1 1 2 1 1 2 17 18 19 21 22 23 3 <t< th=""></t<>
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Feb 28	29	Mar 1 Election Day	2 7:00pm City Council Regular (CC Comm. Rooms A & B)	£	4	Σ
9	۲	8 6:30pm Planning Commission Regular (CC Comm. Rooms A & B)	9 7:00pm Harbor Commission Regular (CC Comm. Room B) 7:00pm School Board Regular (High School)	10	11	12
13	14	15	16 7:00pm City Council Regular (Library)	17	18	19
20	21	22 6:00pm Parks and Ree. Commission Regular Meeting (CC Comm. Room B)	23	24	25	26
27	28	29	30	31	Apr 1	2