Mayor Clay KoplinCouncil Members James Burton Kenneth Jones Jeff Guard Melina Meyer Anne Schaefer David Allison James WieseCity Manager Alan LanningCity Clerk Susan BourgeoisDeputy Clerk Tina HammerStudent Council Olivia Carroll	Regular City Council Meeting March 21, 2018 @ 7:00 pm Cordova Center Community Rooms AgendaImage: Condect Community Rooms AgendaA. Call to orderA. Call to orderImage: Condect Co		
	David Allison and James Wiese		
D. Approval of Re	gular Agenda (	voice vote)	
E. Disclosures of	Conflicts of Interest		
F. Communication	ns by and Petitions from Visitors		
	•		
<b>3.</b> Chairpersons an	nents regarding agenda items	er speaker)	
	onsent Calendar (ro	ll call vote)	
<ul> <li>5. Resolution 03-18-10</li></ul>			
H. Approval of M	inutes		
I. Consideration o	f Bids		
J. Reports of Offic	ers		
7. Mayor's Report (page 15)			
<ul><li>8. Manager's Report</li><li>9. City Clerk's Report</li></ul>			
K. Correspondence	ce		
10. 03-09-18 Letter from Superintendent Russin re support for land sale to PWSSC (page 16)			
11. 03-13-18 Letter from CEO Rod Worl, Eyak Corp., re support for land sale to PWSSC			
12. 03-13-18 Letter from Jim Holley, Lynden/AML, re support for land sale to PWSSC			
13. 03-13-18 Letter from Pete Hoepfner, School Board, re support for land sale to PWSSC (page 19)			
14. 03-14-18 Letter from Cordova Chamber of Commerce re support for land sale to PWSSC (page 21)			
15. 03-15-18 Letter from Mayor Koplin re support for 60° North Seafoods (page 22)			

### L. Ordinances and Resolutions

<b>16</b> . Ordinance 1168	(voice vote) (page 23)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the	sale and
conveyance of A.S.L.S. 2001-5 according to the Plat number 2006-9 to the Prince	William
Sound Science and Technology Institute, for \$50,000 - 1 <sup>st</sup> reading	

### M. Unfinished Business

### N. New & Miscellaneous Business

17. Council action on disposal and method of disposal Lot 4A, Block 5, North Fill	(voice vote)(page 64)
18. Council action on disposal and method of disposal	(voice vote)(page 69)
Tracts 7, 8 & 9B, Group C, ASLS 73-35	
19. Pending Agenda, Calendar and Elected & Appointed Officials lists	(page 73)

### **O.** Audience Participation

### P. Council Comments

### Q. Adjournment

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

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

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



# AGENDA ITEM 5 City Council Meeting Date: 3/21/18 CITY COUNCIL COMMUNICATION FORM

FROM:	Planning Staff	
DATE: ITEM:	3/14/18 Resolution 03-18-10	
NEXT STEP:Approve Resolution		
	ORDINANCE	X RESOLUTION
	UNDINAIQL	<u>_A</u> RESOLUTION

I. <u>**REQUEST OR ISSUE:**</u> Review site plan from Thai Vu and Camtu Ho DBA Alaska Wild Seafoods.

Site Plan Review
Thai Vu and Camtu Ho DBA Alaska Wild Seafoods
129 Harbor Loop Road
Lot 6, Block 2, South Fill Development Park
02-473-140
Waterfront Commercial Park District
12,901 sq. ft.

Thai and Camtu are proposing to construct a fish processing facility.

**II.** <u>**RECOMMENDED ACTION / NEXT STEP:**</u> Approve resolution. Suggested motion is "I move to approve Resolution 03-18-10."

III. **FISCAL IMPACTS:** Potential increased jobs, sales tax, fish tax, and property tax.

### IV. BACKGROUND INFORMATION:

2/23/13 – Thai Vu and Camtu Ho purchased Lot 6 with Performance Deed of Trust.

2/7/18 – City Council accepted the proposed performance deed of trust and substantial completion date to

5/1/19.

- 2/28/18 Conditional Use permit was granted for 6,000 square feet of fish processing.
- *3/13/18* At the Planning Commission Regular Meeting, the commission recommended City Council approve the Site Plan Review:

M/Bird S/Bolin to recommend to City Council to approve the Site Plan Review requested by Thai Vu and Camtu Ho DBA Alaska Wild Seafoods to construct a fish processing facility on Lot 6, Block 2, South Fill Development Park with the special conditions as contained in the staff report.

**Bird** said it appeared that the application was complete and all questions had been answered. **Pegau** verified with **Ho** that the totes and pallets would be stored inside the building. **Pegau** said that normally the drainage plan was a part of the site plan instead of it being reviewed by Public Works after the Site Plan Review was approved. **Greenwood** said that the special condition was so that Public Works could verify that the grade was adequate for proper drainage. **McGann** commented that in the future he would like to see the building elevations and the roof heights correctly labeled.

<u>Upon voice vote, motion passed 5-0.</u> <u>Yea: *McGann, Pegau, Baenen, Bird, Bolin*</u> <u>Absent: *Roemhildt, Holter*</u>

- V. <u>LEGAL ISSUES</u>: None currently
- VI. <u>CONFLICTS OR ENVIRONMENTAL ISSUES:</u>
- VII. <u>SUMMARY AND ALTERNATIVES:</u>

# ATTACHMENT A



### CITY OF CORDOVA, ALASKA RESOLUTION 03-18-10

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, APPROVING THE SITE PLAN FROM THAI VU AND CAMTU HO DBA ALASKA WILD SEAFOODS TO CONSTRUCT A FISH PROCESSING FACILITY ON LOT 6, BLOCK 2, SOUTH FILL DEVELOPMENT PARK

**WHEREAS**, Thai Vu and Camtu Ho, DBA Alaska Wild Seafoods have submitted a Site Plan Review to construct a fish processing facility; and

**WHEREAS**, the Planning Commission has reviewed and recommended that City Council approve the Site Plan with the following special conditions in place:

- 1. The Planning Department must be in receipt of an approved Plan Review from the State of Alaska Fire Marshal prior to issuance of a Building Permit.
- 2. The Planning Department must be in receipt of an approved Water/Sewer Connection Permit prior to issuance of a Building Permit.
- 3. Public Works will review and approve the drainage plan prior to a Building Permit being issued.
- 4. The lot line between Lot 6 and Lot 7, Block 2, South Fill Development Park will be dissolved and platted; and

WHEREAS, per Cordova Municipal Code Sub-section 18.42.020. A. Planning staff shall submit copies of the site plan "to the city council at its next regularly scheduled meeting for action."

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Cordova, Alaska hereby approves the Site Plan from Thai Vu and Camtu Ho, DBA Alaska Wild Seafoods to construct a fish processing facility on Lot 6, Block 2, South Fill Development Park.

# PASSED AND APPROVED THIS 21th DAY OF MARCH 2018.

Clay R. Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk



### Leif Stavig

From:	AK Wild Seafoods <akwsfs@gmail.com></akwsfs@gmail.com>
Sent:	Tuesday, March 06, 2018 4:32 PM
То:	Leif Stavig
Subject:	RE: Site Plan Review

Hi Leif

We will storage yard in somewhere else not in this two lot Thank you very much for helping us!

#### Camtu

From: Leif Stavig [mailto:planning2@cityofcordova.net] Sent: Tuesday, March 06, 2018 4:15 PM To: CamTu Ho & Tai Vu (akwsfs@gmail.com) Subject: Site Plan Review

Camtu and Thai,

We just have one more question for your application. The Site Plan View says that "Boats and un-used vehicle keep in storage yard." Where is the storage yard? Is it somewhere else and not on these two lots?

Thank you,

#### Leif Stavig

Assistant Planner City of Cordova PO Box 1210 Cordova, AK 99574 907-424-6220 planning2@cityofcordova.net

# SITE PLAN REVIEW - ZONING APPLICATION CITY OF CORDOVA

### INSTRUCTIONS

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

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

APPLICANT INFORMATION		
Name	Thai Vu and Camtu Ho	
Address	PO Box 1502	
Telephone [home]	907-424-3124	
Business Name	Alaska Wild Seafoods, LLC	
Business Address	129 Harbor Loop Road	
Telephone [business]	907-424-3124	
Business FAX	907-424-3193	
Project architect/engineer	Chris Cole 61 Northarchitect	
Address of architect/engineer	3400 Spenard, Anchorage, AK	
Telephone of architect/engineer	907-274-4446	

PROPERTY/PROJECT INFORMATION		
Address of subject property	Lot 6, Block 2, South Fill Development Park	
Parcel identification number	02-473-140	
Property owner [name/address]	Thai Vu and Camtu Ho	
Current zoning	Waterfront Commercial Park District	
Proposed use	Fish Processor	
Construction start date	Sept. 2018	
WAA		

ZONING AP	PLICATION
Owner of property (if different than applicant). If multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheet if necessary.	Same as applicant
Real Estate Firm/Broker handling sale of property. Provide name and address. <b>Note</b> : If you do not own the property, you must provide a copy of a Purchase Agreement or instrument acceptable to the city indicating the owner is fully aware of, and in agreement with, the requested action.	n/a
City Business License Permit Number (if applicable)	0003124
APPLICANT C	ERTIFICATION
(Type/Print) Date: 03-06-7018 Appeal Procedures: A decision of the Planning Cor Adjustment. An appeal must be filed in writing with th In accordance with the procedures outlined in Section	ny (our) knowledge, true and accurate. representatives to enter the property associated ssary site inspections. By: By: (Signature) Name: Camtu Ho (Type/Print) Date: 03-06-2018 nmission may be appealed to the Board of the City Clerk within ten (10) days of the decision. In 18.64.030 of the City of Cordova Zoning Code.
CITY USE ONLY - PLEASE DO	NOT WRITE IN THIS SECTION
ITEM	ACTION
Date application received: Fee paid: Does application require a public hearing? Planning Commission: City Council: Staff review date/reviewer name:	
Planning Commission final action:	al and a second s
City Council final action:	
Other:	

#### **SITE PLAN REVIEW 18.42**

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

<ol> <li>Please describe the proposed construction/alteration and intended use:</li></ol>	
<ol> <li>Please give dimensions and square footage of construction: <u>1st floor 5,000sf - 2nd floor 2,000sf</u></li> <li>Intended use: {}Single Family {}Duplex {}Multifamily {X}Commercial/Industrial {}Home Occupation (describe)</li></ol>	1. Please describe the proposed construction/alteration and intended use:
<ol> <li>Intended use: { Single Family { }Duplex { }Multifamily { X}Commercial/Industrial { }Home Occupation (describe)</li></ol>	
{ }Home Occupation (describe)	
4. No. of Living Units:	3. Intended use: { }Single Family { }Duplex { }Multifamily { X }Commercial/Industrial
<ul> <li>6. Has a variance been granted? <ul> <li>{ }Yes { X }No</li> </ul> </li> <li>7. Is there a new: { }Grage? { }Carport? Is it attached to the residence? { }Yes { X }No</li> <li>8. Is there a new: { }Grage? { }Carport? Is it attached to the residence? { }Yes { X }No</li> <li>9. Off-street parking: Existing X Proposed</li> <li>10. Required Setbacks: Front <u>15'</u> Left Side <u>5'</u> Right side <u>5'</u> Rear <u>5'</u> Height <u>30'</u></li> <li>11. Proposed Setbacks: Front <u>74'</u> Left Side <u>n/a</u> Right side <u>10'</u> Rear <u>5'</u> Height <u>25'</u></li> <li>12. Sewage Disposal: Existing City Sewer &amp; Water <ul> <li>{ }Private marine outfall: { }Existing { X }New Specify owner/location: <u>City</u></li> <li>{ }Private on-site sewer: { }ADEC Certification Attached</li> </ul> </li> <li>NOTE: Property owners with a private system need an ADEC permit showing sewer system is operational before Permit can be issued. Please contact ADEC at (907) 225-6200</li> <li>13. Water supply: { }Cistern (show on site plan) { X}City Existing water</li> <li>14. Is the construction occurring on a grandfathered structure (build prior to August 7,1967)? <u>No</u></li> <li>15. Is there a building currently on the property? { }Yes { X}No</li> <li>16. Which licensed surveyor will be doing your foundation/as-built Survey? <u>Leo Americus</u></li> <li>17. Is your driveway exit and adjoining roads shown on the site plan? { X}Yes { }No</li> <li>Are you building a new driveway that exits onto a State road or highway? { }Yes { X}No</li> <li>18. Does this property contain drainages, creeks, wetlands, or other water features? } Yes { X}No</li> <li>19. Does your lot abut salt water? { X}Yes { }No</li> <li>Have you or will you be using fill to develop your lot? { }Yes { X}No</li> <li>19. Is this permit for a tax-exempt use? { }Yes { X}No</li> <li>19. Is this permit for a tax-exempt use? { }Yes { X}No</li> <li>20. Has a Conditional Use Permit been issued? { }Yes { }No</li> <li>21. Is this permit for a tax-exempt use? { }Yes { }No</li> <li>22. Is your property within a Flood Plain or Coastal Zone?</li></ul>	
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Elevation Certificate/Flood Hazard form attached	
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#### **APPLICATION INFORMATION**

Parking: Each residential dwelling unit must have at least two (2) vehicular off-street parking spaces.

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

Sewage Disposal: All proposed sewage systems outside of City Limits (unrestricted district) must

**Site plan, Building Height, and Building plan:** *Two copies* of a site, building height, and building plan, *drawn to scale (1"=x'),* must be submitted with the application. Plans must show all property

Please include a building height (elevation) drawing. As-built surveys prepared by a licensed land

Snow and Wind loads: 100 lbs. per square foot ground snow load and 120 mph wind load

Lot and Yard Regulations: Cornices, canopies, eaves or other similar architectural features not

Seismic Zone: D

# State-Owned Roads in Cordova

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









Mayor's Report 3/16/2018 Clay Koplin

I travelled back to Washington, D.C. last week at the invitation and sponsorship of the Union of Concerned Scientists to participate in an energy storage policy crafting workshop. I extended the stay to meet with the Department of Energy on a variety of opportunities and to update them on the progress of the RADIANCE grid modernization work with Cordova Electric Cooperative and other Alaska organizations. I also met with the US Coast Guard regarding Fast Response Cutter and other Cordova assets.

I met with Senator Dan Sullivan and discussed a variety of issues including commercial opportunities on the US Forest, the positive relationship with Points North heli-skiing and their protracted efforts to get permission to ski on the Chugach Forest. Secure Rural Schools funding of which he is an advocate. We also discussed waterfront infrastructure improvements and the TIGER (Transportation Investment Generating Economic Recovery) Grants, WRDA (water resource development act) Bill authorization, and Trump infrastructure programs as opportunities. The Senator thoroughly enjoyed his bear hunting trip to Cordova last year and hopes to visit again this year. We spent significant time discussing the US Coast Guard vessel deployments and Senator Sullivan's strong support for the modernization and adequate coverage of the US Coast Guard fleet in Alaska.

I met with Senator Lisa Murkowski and her Senate Energy and Natural Resources majority committee staff, and later with the Senator and her office staff. We discussed the RADIANCE grid modernization work in Cordova, our efforts to be 100% renewable in our electric energy generation, and Crater Lake progress (ENR Staff). We discussed the Secure Rural Schools funding, Heli-skiing (Points North's decades long efforts to expand their ski area onto the Forest and their good stewardship/partnership with Cordova) and other opportunities on the Chugach National forest. We spent considerable time discussing fisheries, and Senator Murkowski's excitement about the Prince William Sound tanner crab fishery/evaluation efforts. We also discussed US Coast Guard and waterfront development and the WRDA, TIGER, and Trump infrastructure opportunities.

I met with Representative Don Young's office regarding US Coast Guard infrastructure and deployments at great length. We also discussed waterfront renovations and expansion for Cordova and were again referred to new WRDA, TIGER, and Trump Infrastructure programs as opportunities to seek federal partnership.

I discussed 60° North Seafoods financing efforts and at their request drafted a letter of support from the City of Cordova for council's consideration. The letter is included on this meeting's agenda.

On behalf of the community of Cordova, I extend our appreciation to Governor Bill Walker, Lieutenant Governor Byron Mallott, Representative Louise Stutes, ADF&G Commissioner Sam Cotten, ADF&G area Shellfish Management Biologist, and the fishermen and processors, Trident Seafoods in particular, that contributed to the commissioner's permit for the tanner crab fishery this spring. They all made significant investments of time and effort to craft a careful look at tanner crab in Prince William Sound. It takes a considerable expense and effort by all involved to conduct an exploratory fishery of this nature, and it will be critical for processors to commit to processing, the Department to have adequate funding and staffing levels to assess the progress of the fishery, and fishermen to pursue the resource in a legal, responsible, and collaborative manner with the Department.

Finally, thank you to all who voted in the municipal election on Tuesday, March 6<sup>th</sup>, and congratulations and appreciation for the new school board, CCMC board, and City Council for their volunteerism. Thank you to City Councilman Robert Beedle and those who have served on City Council and other boards and commissions or ran for office and were not elected. Cordova appreciates your willingness, and other opportunities will come.

Have a safe, productive spring Cordova.

Respectfully,

Mayor Clay

P.O. Box 1330 675 Second Street Cordova, AK 99574



(T) 907-424-3265 (F) 907-424-3271 www.cordovasd.org

March 9, 2018

Cordova City Council Members 601 First St. Cordova, AK 99574

RE: Proposed Sale of ASLS 2001-5 to the Prince William Sound Science Center

Dear Cordova City Council Members,

On behalf of the Cordova School District (CSD), I would like to extend our support for the proposed sale of ASLS 2001-5 to the Prince William Sound Science Center.

My understanding is that PWSSC intends to develop the 5-acre parcel into an expanded science and education campus aimed at increasing opportunities to implement community outreach programs, obtain national research grants, recruit and retain highly qualified employees, and foster ongoing collaboration with local, regional, and state organizations. Of particular interest is the potential collaboration between the Science Center and the Copper River Watershed Project, which is in the process of acquiring conservation land bordering this proposed parcel, to enhance education and research programs between the two organizations.

The Science Center has a longstanding history of strong non-profit and volunteer activity which has benefitted the community, as a whole, and CSD, in particular. For more than a quarter of a century (since 1989), PWSSC has engaged with students in our schools, including effectively teaching students about complex landscapes and ocean environments; bringing local researchers and science education specialists into classrooms with place-based, hands-on learning activities; and inspiring a strong desire among our youth to love science and to explore science-related fields as career opportunities. Of notable celebration is the Science Center's support and leadership this year in coaching two Cordova High School Teams to the annual state Tsunami Bowl competition (National Ocean Sciences Bowl qualifier), of which Team Yeti Crabs captured the state title, besting more than two dozen teams in the process.

The Cordova School District looks forward to playing its part in supporting the acquisition of this parcel by the Science Center. Walk down any street in town, or turn left or right in any social setting, and you are sure to meet someone who has been positively influenced by the work of PWSSC over the last 29 years.

Thank you for considering this important effort to foster enhanced science research and education in our town.

Sincerely,

Alex Russin, Superintendent

Cc: CSD Board Members Clay Koplin, Cordova City Mayor Alan Lanning, Cordova City Manager Dr. Katrina Hoffman, President/CEO, PWSSC

> MT. ECCLES ELEMENTARY SCHOOL (T) 907-424-3236 (F) 907-424-3117

EXCELLENCE FOR ALL



March 13, 2018

Mayor Clay Koplin City of Cordova City Council

# VIA ELECTRONIC MAIL

Re: Prince William Sound Science Center Purchase of City Lot

Dear Mayor Koplin and City Council Members,

The Eyak Corporation has 530 shareholders, with approximately 100 living in the city of Cordova. We are pleased to submit this letter of support for the proposed sale of ASLS 2001-5 to the Prince William Sound Science Center.

Data shows that the past and current economic impact of the Science Center on the community has been substantial. The Science Center additionally gives back to the community through in-school science classes and community education.

We are confident that the purchase of a new lot will provide long-term benefits to our shareholders, descendants, and the entire community of Cordova.

Sincerely, The Eyak Corporation

Rod Work

Rod Worl Chief Executive Officer



Alaska Marine Lines, Inc. 5615 W. Marginal Way S.W. P.O. Box 24348 Seattle, Washington 98124-4348 (206) 763-4244 (800) 326-8346 Fax: (206) 764-5782

To City Manager, Mayor and Council:

Thank you for your participation in supporting the continued growth of Cordova's economy by selling land to PWSSC and securing our partnership.

The Lynden Family of Companies has seen the benefits joining science with development for a sustainable future for all Cordovan's.

Well done!

**Jim Holley** 

Lynden

Cordova

424-4780

P.O. Box 578 Sitka, Alaska 99835 (907) 747-6625 Fax: (907) 747-6433

P.O. Box 788 Petersburg, Alaska 99833 (907) 772-3278 Fax: (907) 772-9318 3295 Tongass Ketchikan, Alaska 99901 (907) 225-7660 Fax: (907) 225-6291

P.O. Box 355 Skagway, Alaska 99840 (907) 983-2281 Fax: (907) 983-2281 P.O. Box 349 \*Wrangell, Alaska 99929 (907) 874-3314 Fax: (907) 874-3315

100 Mount Roberts Road Juneau, Alaska 99802 (907) 586-3790 Fax: (907) 463-3298

Fousi Cipport sith Employe

P.O. Box 1609 Haines, Alaska 99827 (907) 766-2221 Fax: (907) 766-2639

P.O. Box 305 Yakutat, Alaska 99689 (907) 784-3392 Fax: (907) 784-3302 P.O. Box 707 Craig, Alaska 99921 (907) 826-3419 Fax: (907) 826-3916

经营业 希托族

### Susan Bourgeois

From:	Peter Hoepfner <hoepfner@alaskan.com></hoepfner@alaskan.com>
Sent:	Tuesday, March 13, 2018 12:39 PM
То:	Susan Bourgeois; RJ Kopchak; Katrina Hoffman

School System Land points general Prince William Sound Science Center Letter of Support – City Land Acquisition

To: City Manager-Alan Lanning Honorable Clay Koplin, Mayor City Council RE: The proposed sale of ASLS 2001-5 to the Prince William Sound Science Center

The Science Center has requested to purchase city land located near the ponds at Shelter Cove. The 5-acre parcel is ideal for developing a campus to support science and education.

The Science Center has educated our children through in-school science classes at no cost to the Cordova School District, bringing a wealth of knowledge to the students. The Science Center also works with students after school hours for the National Oceanic Science Bowl (NOSB). This year, Cordova students won first place in state, and are traveling to national competition. This is a phenomenal win, and highlights the academic work that Cordova students achieve, as well as the community partnerships that elevates our students learning to a higher level.

The Science Center staff has even developed a science curriculum around salmon. This curriculum meets state standards, and is taught here, as well as in Anchorage.

1

The many programs that the Science Center has for Cordova students throughout the school year, as well as after school and summer programs, engage our students in learning about the environment around them, and build stewards for our region.

The community partnership that has developed between the school district and the science center greatly benefits the children of Cordova. Through this expansion of the science center, this partnership will expand, and continue to educate the children.

Personally, my children have had the benefit of the education that the Science Center provides. Sarah has found a passion through this partnership, she has focused her college studies and plans to enter the science field, studying shorebirds.

This passion was initially nurtured by the work from the staff at the Science Center, and is truly appreciated!

Additionally, the Science Center brings new people to town, both in staff and in visiting scientists. This benefits Cordova in many aspects, educationally, as well as economically.

Thank you, Peter Hoepfner

Parent Resident School Board member

Thumbed in from my iPhone

#### **Board of Directors**

Teal Barmore, Cordova Creative Media Natasha Casciano, Cordova Gear Seawan Gehlbach, Alaska Marine Response Katrina Hoffman, Prince William Sound Science Center/OSRI LCDR Collin R. Bronson, ex-officio, USCG Jim Kacsh, Individual Lisa Koker, Cordova Telephone Cooperative Clay Koplin, Cordova Electric Cooperative Kerin Kramer, ex-officio, Native Village of Eyak Alan Lanning, ex-officio, City of Cordova Pete Mickelson, Individual Scot Mitchell, Cordova Community Medical

Center

Stephen Phillips, Cordova Computers Osa Schultz, Seaview Condo/Pet Projects Ryan Schuetze, Fisherman/Crow's Nest Printing

Theresa Tanner, ex-officio, Chugach National Forest - Cordova Ranger District



Dear Mayor Koplin and Cordova City Council Members:

I am writing on behalf of the Cordova Chamber of Commerce in support of the proposed sale of ASLS 2001-5 to the Prince William Sound Science & Technology Institute. The Cordova Chamber of Commerce is a 501(c)6 nonprofit organization in partnership with the City of Cordova to provide destination marketing services. Our other organizational goals include economic development, quality of life enhancement and leadership advancement; and we provide business advocacy resources and visitor center services for the community of Cordova. We support the Prince William Sound Science Center's acquisition of said lot, for the development of a new facility and expansion of their work in Cordova.

The impact of the Prince William Sound Science Center on our economy and community is significant. Within the last thirty years, they have contributed over \$50 million to the economy of the region, and there are few non-governmental agencies in Cordova that provide more year-round jobs. As a Chamber member, they contribute integral educational support to many of our festivals and events, which gives opportunity for citizens to engage with their community and helps to maintain a healthy tax base for Cordova. As a community organization, they provide science and exploratory education that is fun and engaging for our youth throughout the school year at NO COST to parents, our school district or City government. Their summer camps also offer a great reason to visit Cordova and an excellent source of education and activity for students of all ages. As a research and education institution, they offer priceless information about a resource our community is dependent upon and nurture an attitude of stewardship to our marine and coastal environment. It would be detrimental for our community if the growth of this organization was impeded.

We hope that the Cordova City Council will follow through with the sale of ASLS 2001-5 to Prince William Sound Science & Technology Institute, and continue to support small business and organizational growth within our community.

Sincerely, Cathy Renfeldt Executive Director





March 11, 2018 To Whom It May Concern

RE: 60\* North Seafoods

Dear Sirs and Madams:

The City of Cordova supports the efforts of 60\* North Seafoods to place this facility back in operation. The site was successfully operated for many years as Prime Select Seafoods before an incumbent business attempted unsuccessfully to change the business model.

The current group of 60\* North Seafoods has a deep understanding of Cordova fisheries catching and processing logistics, local/national/global retail and wholesale markets, and risks involved. Providing custom processing service to the community of commercial direct-market, sport and subsistence fishermen to expand their already existing fishing operations and business contributing to growth in our community sales and employment. Paralleling the City of Cordova work to restore historic fisheries such as the tanner crab fishery currently in process for the first time in over 30 years, the role of small, custom processors is not only welcome to Cordova's economy, but vital.

Please contact me at your earliest convenience if you have any additional questions or concerns.

Respectfully,

Clay Koplin, Mayor mayor@cityofcordova.net (907) 253-5026 text/cell



# AGENDA ITEM 16 City Council Meeting Date: 3/21/18 CITY COUNCIL COMMUNICATION FORM

FROM:	Planning Staff	
DATE:	3/12/18	
ITEM:	Ordinance 1168	
NEXT STEP:	Approve Ordinance	
	ORDINANCE MOTION	RESOLUTION INFORMATION

I. <u>**REQUEST OR ISSUE:**</u> Review development proposal, purchase agreement and quitclaim deed and vote on disposal of ASLS 2001-5.

**II.** <u>**RECOMMENDED ACTION / NEXT STEP:**</u> Approve ordinance. Suggested motion is "I move to approve Ordinance 1168."

III. FISCAL IMPACTS: Potential economic diversity, increased jobs, sales tax and property tax

### IV. BACKGROUND INFORMATION:

11/27/17 - At the Planning Commission Special Meeting, the commission made ASLS 2001-5 available and recommended City Council negotiate directly with the Prince William Sound Science Center:

**Resolution 17-03** 

A resolution of the Planning Commission of the City of Cordova, Alaska, recommending to the City Council of the City of Cordova, Alaska that ASLS 2001-5 be updated to 'Available' on the 2017 Land Disposal Maps

M/Roemhildt S/Baenen to approve Resolution 17-03.

*Roemhildt* said that he made no findings against passing the resolution. *Baenen* said that he was in favor of the resolution and thought that there would be some opportunities for the city

and Science Center to maintain some of the existing recreational opportunities. *Hoffman* said that the Copper River Watershed Project was acquiring four large tracts of land behind ASLS 2001-5. The Science Center and the Watershed Project have been thinking of various collaborative ideas for the area.

*Hoffman* said that the two major concerns with the Science Center being located in the area was the proximity to the fish cleaning station and the Parks and Rec facilities. They are currently adjacent to fish processing businesses and it has never been prohibitive to anyone's operations. The proximity to deep water gives them the potential for running seawater for research and a seawater heat pump.

**Bolin** said the location was great. He said that the burnpile might be a conflict for the area. He said there was also a city-owned quarry behind the burnpile. **McGann** verified that the city would still retain the quarry and there would be plenty of room to access and use it in the future if the disposal moved forward.

Upon voice vote, resolution passed 5-0. Yea: *McGann, Baenen, Roemhildt, Bird, Bolin* Absent: *Holter* COI: *Pegau* 

M/Bird S/Baenen to recommend to City Council to dispose of ASLS 2001-5 as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with Prince William Sound Science Center to lease or purchase the property.

*Bird* said she thought it was important that they move this on. She hopes City Council will agree that time is of the essence, so they can vacate the current building and build the new one. *Roemhildt* agreed that he wanted to minimize the loss of Parks and Recreation land and uses.

<u>Upon voice vote, motion passed 5-0.</u> Yea: *McGann, Baenen, Roemhildt, Bird, Bolin* Absent: *Holter* <u>COI: *Pegau*</u>

12/6/17 – At the City Council Regular Meeting, the council made ASLS 2001-5 available and directed the City Manager to negotiate directly with the Prince William Sound Science Center:

38. Council action to make ASLS 2001-5 'available' on the land disposal maps

M/Allison S/Burton to make ASLS 2001-5 available on the 2017 land disposal maps.

Allison said he has always supported the Science Center – they've been looking for a long time and this seems like a decent spot for them, works well with surrounding neighbors – he appreciates the recommendations of P & R and P & Z, he is in favor. Wiese agrees and fully supports the PWSSC.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved

Council action on disposal and method of disposal of ASLS 2001-5

M/Allison S/Burton to direct the City Manager to dispose of ASLS 2001-5 as outlined in Cordova Municipal Code 5.22.060 B 1. By negotiating and agreement with the PWSSC to lease or purchase the property.

Allison reiterated that this is good for the PWSSC, he supports this. Others may be upset that we didn't put it out for proposals, but time is of the essence and someone else could have initiated this process if they had been interested in this piece.

Vote on the motion: 4 yeas, 0 nays, 2 absent (Jones, Beedle). Motion was approved

V. <u>LEGAL ISSUES</u>: None currently

# VII. <u>SUMMARY AND ALTERNATIVES:</u>

### CITY OF CORDOVA ORDINANCE 1168

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE SALE AND CONVEYANCE OF A.S.L.S. 2001-5 ACCORDING TO THE PLAT NUMBER 2006-9 TO THE PRINCE WILLIAM SOUND SCIENCE AND TECHNOLOGY INSTITUTE, FOR \$50,000

**WHEREAS**, pursuant to CMC 5.22.040, the Planning Commission made a recommendation to City Council and City Council directed the City Manager to directly negotiate with the Prince William Sound Science and Technology Institute to purchase A.S.L.S. 2001-5 (the "Property"); and

WHEREAS, the Prince William Sound Science and Technology Institute is a nonprofit organization; and

**WHEREAS**, the Council finds that pursuant to CMC 5.22.070(A), the Property may be disposed of at less than fair market value; and

WHEREAS, the purchase price of \$50,000 is less than the fair market value of the Property; and

**WHEREAS**, purchasing the property at less than fair market will enable the Prince William Sound Science and Technology Institute to grow and provide future economic contributions and diversity to the City of Cordova; and

WHEREAS, City Council finds that selling the property to the Prince William Sound Science and Technology Institute as authorized herein is in the best interest of the City; and

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

WHEREAS, the draft Purchase and Sale Agreement and Quitclaim Deed are attached hereto.

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

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

<u>Section 2</u>. The disposal of the Property authorized by this ordinance is subject to the requirements of City Charter Section 5-17; therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

1st reading: March 21, 2018,	
2nd reading and public hearing:	
PASSED AND APPRO	VED THIS xx DAY OF Xxxx, 2018.
A'	Clay R. Koplin, Mayor TTEST:
	Susan Bourgeois, CMC, City Clerk



# SUPPORTING A RESILIENT FUTURE FOR CORDOVA & PRINCE WILLIAM SOUND

A PROPOSAL FOR PURCHASE OF ASLS-2001-5 BY THE PRINCE WILLIAM SOUND SCIENCE & TECHNOLOGY INSTITUTE





# **DEVELOPMENT AGREEMENT TABLE OF CONTENTS**

Development proposal ASLS-2001-5.....pp. 1-18

Appendix A: Memorandum of Understanding between City of Cordova, Prince William Sound Science and Technology Institute, and Copper River Watershed Project

Appendix B: Purchase Agreement

### **Executive Summary**

### **Economic Impact**

The Prince William Sound Science and Technology Institute (PWSSTI, comprised of the Prince William Sound Science Center and Oil Spill Recovery Institute) exists to advance community resilience and the understanding and sustainable use of ecosystems. Between 1989 and 2016, the Institute had \$90 million in expenditures, with 28% of those expenditures occurring in the five years between 2012-2016. These expenditures have resulted in an estimated impact of \$50.5 million dollars to the local economy since inception; our contribution to the state economy is estimated to be \$106.2 million.<sup>1</sup> These values include salaries for PWSSTI employees as well as wages paid to contractors. Although not required, PWSSTI has historically paid sales tax on all local purchases and property tax on properties that they lease, and those numbers are incorporated into these totals.

### **Current Staff / Space**

Today, the Institute typically supports between 17-20 year-round employees and occupies over 14,572 sq. ft. of distributed administrative, research, storage, bunkhouse, and campground facilities in Cordova. Our annual budget ranges between \$3.5 million and \$7 million, much of which comes from outside Cordova. Due to the engagement and hiring of seasonal field technicians, educators, and interns, the actual number of people working for the Institute in any given calendar year regularly exceeds 50 individuals. This includes winter employment for various technicians and contractors locally, as well as contracts for vessels both within and outside of the typical fishing season. PWSSTI employees are heavily involved in a variety of service and volunteer roles in the community, a side benefit whose value must not be underestimated.

### **Future Staff / Space**

After completion of a new campus in approximately four years, the Institute expects to grow to support closer to 40 year-round employees on a condensed, unified campus with approximately 25,000 sq. ft. of facilities, with the number of seasonal staff swelling above that baseline. For each additional million dollars of output above 2016 levels, an estimated 7.5 jobs will be created in Prince William Sound and 10.9 jobs will be created in total within the State of Alaska. This would mean that by 2026, if the annual growth rate in expenditures is 4.5% (matching the average growth rate in real dollars from 2007-2016), spending by PWSSC would create approximately 20 and 29 new jobs, at the local and state level, respectively. Construction of a bunkhouse/dormitory facility to accommodate educational groups would bring in many additional students and visitors. As history has demonstrated, the Institute attracts individuals who become valuable community members that remain in Cordova, as well as repeat visitors.

<sup>&</sup>lt;sup>1</sup> Results from a 2018 study quantifying the economic benefits of the PWSSTI using U.S. Bureau of Economic Analysis input-output models and industry-specific multipliers. The statewide benefit is inclusive of the local benefit value.

# **Project Timeline**

- 2017: Pre-development; planning, fundraising preparation
- 2018: Secure new location; design; planning; begin formal capital campaign
- 2019: Capital campaign, continues; finalize planning, design, permits
- 2020: Begin construction; ongoing program & capital fundraising
- 2021: Finalize construction & fundraising; move into new location by EOY

### **Development Costs**

If built in 2019, our facilities consultants estimate new facilities costs to be around \$14.1 million, not including site-specific development costs such as roads, parking, utilities, site acquisition, and site preparation. Rate of cost escalation is expected to be 2.5-3% per year.

### <u>Intent</u>

It is PWSSTI's intention to continue to grow our role as a significant contributor to the resilience of the region by continuing to contribute to the knowledge base, education community, and culture of Cordova, the region, and beyond for the next 50-100 years. We look forward to partnering with the city to bring this vision to reality.

### **General Overview**

The Prince William Sound Science & Technology Institute (aka "the Institute," which is comprised of the Prince William Sound Science Center and Oil Spill Recovery Institute) is a place-based, nonprofit community benefit organization. The Institute was founded by commercial fishermen, researchers, educators, and community leaders who recognized the region's dependency on renewable natural resources and who sought ways to help maintain system resiliency. *In its first 29 years, the organization has generated more than \$90 million in direct expenditures*.

The Institute is a year-round employer of 17-20 professional staff, employing well over 50 individuals annually including temporary and seasonal hires, interns, and vessel operators, with an annual budget ranging from \$3.5 million to \$7 million. We are among Cordova's top-five non-government employers in the winter months, providing diverse opportunities for the Cordova workforce. Our staff is civically engaged, annually committing hundreds of hours of volunteer time locally. Many children of staff members attend public schools. We have outgrown our current facilities and seek to develop a new campus to support the research, education, work opportunities, commercial industries, culture, and sustainability of our globally-important region.

We share what we learn; education, outreach, and community engagement continue to be a top priority. Throughout our history, our educators have provided science classes at no cost to the Cordova City School District. We have coached Cordova High School teams competing in the National Ocean Sciences Bowl and run dozens of summer camps. Our Community Engagement programs, such as Tuesday Night Talks, serve hundreds of residents and offer opportunities for many organizations and individuals to share their knowledge.

Since 1989, PWSSTI has invested over \$1 million in improvements to the city-owned properties that we occupy. The value and utility of these improvements will be retained by the City of Cordova. We also contributed over \$9,000 in engineering services for the breakwater fill project, the entire benefit of which is possessed by the City of Cordova. After PWSSTI completes and moves into new facilities, the improved building we currently occupy will return to the City of Cordova. Even though we are a tax-exempt organization, since 1989 the Institute has voluntarily paid all property and sales taxes and has contributed seed money to help develop various regional projects, including the Cordova Center, to support our community.

### History of Project / How New Campus Will Be Used

The Prince William Sound Science and Technology Institute's future relevance depends on its ability to expand and provide capacity and services for new and evolving programs. We are driven to continue pursuing our vision of communities that maintain socioeconomic resilience among healthy ecosystems.

Built in 1961 on a dock at the entrance to the Cordova, Alaska harbor, our current building has been a fish processing plant, marine repair shop, ice house, and since 1989, home to the Prince William Sound Science & Technology Institute (PWSSTI). Despite our investment of more than \$1 million in improvements, space limitations in our current city-owned facility prevent us from growing. Our laboratory is inadequate to support our research needs, and our equipment is housed in various rented facilities, leading to maintenance, cost, and time inefficiencies. Our existing facilities limit our competitiveness for national research grants, employee recruitment and retention, collaborations across the region and state (and beyond), and education-related summer camp attendance.

Expanded infrastructure will support our broader efforts to be an interface between researchers, communities, resource managers, students, and educators near and far. We are positioned to provide world-class support for these and other expanding efforts in the world's richest waters: an area with over 6,000 miles of coastline and 33,000 sq. miles of terrestrial and marine environments. A new campus is required for our business to evolve.

By supporting our capital infrastructure needs with the sale of ASLS 2001-5 to the Institute, the City of Cordova will enable us to bring more full-time and visiting researchers, students, educators, and dollars to Cordova. This is good for the region's economic health and tax base, and it is a critical step in advancing the understanding of the coastal ecosystems and natural resources that drive our economy and culture. The sale will leverage future research dollars from industry and federal agencies and it will allow for expansion of education programs to inspire more young people toward careers in science, technology, and engineering. Furthermore, the construction phase of PWSSTI's expansion will have an inestimable impact on the economy, generating many jobs and subcontracts locally.

Today, the Institute has over 25 active concurrent research and education projects spanning subjects from fisheries population estimates to climate change, avian influenza, oil spill recovery, long-term monitoring of ecosystems and species, and more. While these projects are supported by grant funds, the volume and nature of work conducted requires substantial support infrastructure. Growing this infrastructure is critical if Cordova is to manage, sustain, and appreciate our region's extensive marine and terrestrial resources; this is knowledge that informs the future management of Alaskan and global ecosystems. The campus represents one of Cordova's greatest economic diversification opportunities; expanding our physical capacity will allow us to increase the number of projects in which we engage, as well as the number of staff who implement them.

### Past / Current Economic Impact

### **Overview**

In a 2018 study by Dr. Sarah Kruse, an economist familiar with our region who has specialized experience evaluating global commercial fisheries and economic development, determined that the Institute has (since 1989) contributed at least \$50.5 million dollars to our local economy, while its contribution to the state economy is over \$106.2 million.<sup>2</sup>

# Detail

For the five years from 2012–2016, the Institute had just over \$25.6 million in expenditures, with 43.9% and 25.9% of those expenditures occurring at the local and state levels, respectively (see Table 1, below). In total, almost 70%, or \$17.9 million, of the Institute's expenditures during this timeframe supported the local or state economy:

# Table 1: PWSSTI total expenditures (2012-2016)

Area	Expenditures		% of Total
PWS	\$	11,235,600	43.9%
Alaska - Outside PWS	\$	6,644,900	25.9%
Outside Alaska	\$	7,734,800	30.2%
Total	\$	25,615,300	

Since its inception in 1989, the Institute had cumulative expenditures (through 2016) of  $\sim$ \$90.0 million, with an estimated 42.8% being local, and 25.4% of those expenditures occurring at the state level, respectively (see Table 2). In total, almost 70%, or \$61.4 million, of the Institute's expenditures during this time frame supported the local or state economy.

Table 2: PWSSTI estimated expenditures	(1989 - 2016)
Table 2.1 W5511 Commated expenditures	

Area	Expenditures	% of Total
PWS	\$ 38,556,600	42.8%
Alaska - Outside PWS	\$ 22,842,100	25.4%
Outside Alaska	\$ 28,594,900	31.8%
Total	\$ 89,993,600	

The Institute has had a major impact on the local Cordova community and Prince William Sound since its inception in 1989. However, the economic impacts of both for-profit and non-profit organizations extend beyond their direct effects on the local, regional, or state economy. These additional benefits are called *multiplier effects*. A multiplier of 1.7 means that for each \$1.00 increase in spending, there is a corresponding \$0.70 increase in demands for goods and services in the local area. The multiplier effect is a way of assessing

 $<sup>^{2}</sup>$  Results from a 2018 study quantifying the economic benefits of PWSSTI using U.S. Bureau of Economic Analysis input-output models and industry-specific multipliers.
how change in one industry (e.g. PWSSTI's research and education programs) affect all industries in the study area. The secondary effects of spending should not be overlooked. Secondary effects are a combination of both indirect and induced effects. Indirect effects can be considered the changes in sales, income, and jobs in sectors that support the PWSSTI and staff. Induced effects are the increased sales in the region due to household spending of income earned by PWSSTI employees. All in all, secondary effects contribute strongly to the economic robustness of the community in which PWSSTI is situated.

In summary, the multiplier effect can occur three ways:

- Increased direct spending the change in spending by the specific industry say PWSSTI (e.g., higher annual revenues/spending) or commercial fishing (e.g., higher commercial fishing revenues); or
- Indirect impacts the purchase of supplies and services to support PWSSTI (e.g., payment for utilities, hiring charter vessels, securing professional services) or the fishing industry (e.g., purchase of a new net or payment for boat maintenance); or
- Induced impacts personal spending by PWSSTI employees (e.g., purchase of groceries, payment of utilities, rent, dining out, etc.) or fishermen (e.g. purchase of hardware, welding services, engine and impeller repair service, use of accountants, etc.)

Table 3 (below) summarizes direct, indirect and induced (calculated using federally established multipliers) and estimated total impacts of PWSSTI expenditures at both the local and state levels. The estimated total impact of the Institute on the local economy from five-year 2012-2016 period totals almost \$15 million dollars, while its additional contribution to the state economy is over \$30 million for the same time period.

				\$ I	Millions		
	Final Demand			In	ndirect/		
Economy	Multiplier	Direc	t Impact	Induc	ed Impact	Tot	al Impact
PWS	1.3085	\$	11.24	\$	3.47	\$	14.70
Alaska	1.7283	\$	17.88	\$	13.02	\$	30.90

# Table 3: Estimated total economic impact of PWSSTI (2012—2016, with multiplier)

Similarly, Table 4 summarizes estimated local and state spending for the organization since inception in 1989 (both direct and including the multiplier effect), and the estimated total impact of these expenditures. The estimated total impact of the Institute on the local economy since 1989 is over \$50 million dollars, while its contribution to the state economy is \$106 million.

				\$	Millions		
	Final Demand			Ir	ndirect/		
Economy	Multiplier	Direc	ct Impact	Indu	ced Impact	Tot	al Impact
PWS	1.3085	\$	38.56	\$	11.89	\$	50.45
Alaska	1.7283	\$	61.40	\$	44.72	\$	106.12

### Table 4: Estimated total economic impact of PWSSTI (1989—2016, with multiplier)

# **Past/Current Impact Summary**

Since 1989, the Institute has generated \$90.0 million in expenditures — with \$38.5 million dollars directly contributed to Cordova and the Prince William Sound economy and a total of \$61.4 million dollars directly supporting the state economy. These direct contributions have generated substantial additional benefits at both the local and state level — approximately \$11.9 million at the local level and \$44.7 million at the state level. *The estimated total impact of the Institute on the local economy (with multipliers) since 1989 totals \$50.5 million dollars, while its contribution to the Alaska economy is over \$106.2 million.* 

# **Future Economic Impact**

We expect the expansion of the Institute to have a significant positive impact on Cordova's economic, research, and cultural growth. Today, the Institute supports 17-20 employees year-round and another couple dozen seasonal and contract staff, spread across 14,572 sq. ft. of separate administrative, research, storage and other facilities in Cordova. After the completion of the new campus within four to five years, we will be capable of supporting 40 year-round employees on a unified campus of nearly 25,000 sq. ft. of facilities — more than doubling our contribution to Cordova, Prince William Sound, and the state economy.

The new facilities will contain bunkhouse and dormitory beds for visiting researchers, scholars, and education program attendees, addressing a critical housing need in Cordova and driving increased visitors to our region. PWSSTI's bunkhouse facilities will allow PWSSTI to house seasonal employees as well as the visiting scientists and students and not impact housing availability in the community of Cordova, which can be limited, especially in summer. New facilities will also provide sufficient space to accommodate the repair, maintenance, fabrication, and storage of equipment such as seasonally deployed instruments, moorings & buoys, onsite vessel repair, and maintenance.

Table 5. Estimated economic output for 2026 and 2017–26 (10 years) based on an assumed annual growth rate in expenditures of 4.5% (this was the average growth rate (using real dollars) for the last 10 years (i.e., 2007–16). Results are presented in real dollars.

									202	6	
	2026		\$ Mi	llions (	Constant Do	llars)		Area	E:	xpenditures	% of Total
Economy	Final Demand Multiplier	Dire	ct Impact		ect/Induced Impact	Tota	al Impact	PWS Alaska - Outside PWS	\$ \$	3,266,200 1,931,700	43.2% 25.6%
PWS	1.3085	\$	3.27	\$	1.01	\$	4.27	Outside Alaska	\$	2,361,900	31.2%
Alaska	1.7283	\$	5.20	\$	3.79	\$	8.98	Total	\$	7,559,800	
		\$					8.98	2	017-2	2026	
	1.7283	\$			3.79 Constant Do		8.98		017-2		% of Total
		\$		llions (			8.98	2	017-2	2026	
	)17–2026			llions ( Indire	Constant Do	llars)	8.98 al Impact	2 Area	017–2 E	2026 xpenditures	43.25
20	)17–2026 Final Demand		\$ Mi	llions ( Indire	Constant Do ect/Induced	llars)		Area PWS	017–2 E	2026 xpenditures 27,046,100	

For each additional million dollars of output, an estimated 7.5 jobs will be created in Prince William Sound and 10.9 jobs will be created in the State of Alaska. This would mean that by 2026, spending by PWSSC would create approximately 20 and 29 new jobs, at the local and state level, respectively.

# Partnerships + Community Contribution

PWSSTI staff add value to the community by participating on boards and commissions, serving as members of the local fire hall, teaching youth sports, and volunteering across a broad swath of community organizations, festivals, and events. PWSSTI educators have, for years, provided free educational programming to youth in elementary, middle, and secondary school. Many children of PWSSTI staff have been enrolled in the local school district, as well. Thousands of Cordova's youth have learned about the salmon life cycle, learned the names of different types of fishing vessels, and had their first outdoor education or camping experience thanks to PWSSTI. Some of these students have even gone on to become scientists; they all grow up to be community members who can value and make information-based decisions.

PWSSTI also attracts researchers and students from elsewhere who bring in outside dollars to study the incredible ecosystems of our region and pursue their diverse academic disciplines through our work. Some of these students become communications professionals. Others, such as our tidal power intern in 2017, go on to present the results of their work at international meetings of scientists and engineers. Some of those individuals eventually make their home in Cordova. At this time, select former PWSSTI staff who continue to live in Cordova have livelihoods as commercial fishermen, charter vessel operators, non-profit employees, school administrators, and more. The Institute has partnered and collaborated with over 50 non-profit, government, philanthropic, and academic institutions to advance our mission. These collaborations and partnerships are local, regional, national, and international in nature, and ensure that the Institute conducts its research and education programs in the context of a larger network of science and education.

At the local level, Eyak Corporation has expressed an interest in co-locating their Cordova offices at our new location, as have other organizations. The intended effect of this co-location is to facilitate the sharing of local knowledge between and among organizations; this will drive new collaborations and outcomes that generate true community benefit.

The proposed new campus borders land currently being acquired by the Copper River Watershed Project (CRWP). We collaborate on education and research programs with CRWP and anticipate additional future collaborations and shared programs. The location of ASLS-2001-5 is already situated where we offer outdoor education programming on topics like salmon life history. ASLS-2001-5 provides easy access to ocean, freshwater streams, wetlands, uplands, lagoons, tidepools, and more. The education district that will be possible thanks to the adjacency of PWSSTI and CRWP properties will transform the lives of some of our program participants, inspiring wonder and instigating new careers.

Addressing our own growing research and education programs, we continue to recruit formal collaborative partners such as the U.S. Forest Service, the University of Alaska, the Alaska Department of Fish and Game, NOAA, and NASA, as well as other colleges and universities throughout the U.S. and beyond. Ensuring sufficient office, laboratory, and storage space is the best opportunity to recruit additional formal partners to Cordova; it offers them space they can count on for laboratory, field and graduate student support.

Finally, to meet our expansion and partnership goals, a wet lab is critical. The new facility should be located in an area that provides access to running seawater of sufficient depth to obviate tidal, water quality, and temperature concerns. ASLS-2001-5 is adjacent to marine parcels that can meet these needs. This has the potential to confer significant operations and maintenance cost savings as it could enable installation of a seawater heat pump, thus increasing our reliance on locally available resources for heating infrastructure.

# Project Timeframes / Development Costs / Key Milestones

Our anticipated project timeline is as follows:

- 2017: Pre-development; planning; fundraising preparation
- 2018: Secure new location; design; planning; begin formal capital campaign
- 2019: Capital campaign, cont.; finalize planning, design, permits; begin construction
- 2020: Construction continues; ongoing program / capital fundraising
- 2021: Finalize construction & fundraising; move into new location by EOY

The Institute will embark on a capital campaign to raise sufficient funds to complete the project. Each month that our future location remains undetermined is a month of lost opportunity for fundraising for facilities that support economic development and our mission in Cordova.

The lease we are operating under at our current location expires in December 2021. Raising millions of dollars takes time. For the Institute to be successful, we need the support of City Council around site acquisition, site plans, community support, and the timeline around which our successful effort will occur. At this point, the most critical step to advance this development project is acquisition of land. Once we complete the land acquisition step, progress on other pieces will accelerate.

# **Development Costs**

If built in 2019, our project management consultants estimate the total project cost to be around \$14.1 million, not including site-specific assessment, preparation, and development, which could easily exceed \$1 million. However, site-specific development costs, such as roads, parking, utilities, site acquisition, and similar expenses cannot be included in this cost estimate until the actual site is secured. The rate of cost escalation is expected to be 2.5-3% annually between now and 2020, so the bottom line costs will need to be increased by 2.5-3% each year following 2019 to represent contemporary pricing.

Estimated costs are as follows:

# Administration / Research / Education Building (forecast)

Construction Cost:	\$9,048,523
Design Fee:	\$1,085,822 (12%)
Legal Fees:	\$3,000
Building Permits:	\$16,000
Furniture/Fixtures/Equipment:	\$271,455 (3%)
Special Inspections:	\$19,000
Utility Connections:	\$1,500 (5 x \$300)
Total:	\$10,716,755

### **Dormitory Building (forecast)**

Construction Cost:	\$1,500,000
Design Fee:	\$150,000 (10%)
Project Management Fee:	\$45,000 (3%)
Legal Fees:	\$3,500
Building Permits:	\$7,000
Furniture/Fixtures/Equipment:	\$120,000 (8%)
Special Inspections:	\$8,000
Utility Connections:	\$1,500 (5 x \$300)
Total:	\$1,835,000

### Warehouse Building (forecast)

Construction Cost:	\$1,364,867
Design Fee:	\$109,189 (8%)
Project Management Fee:	\$40,946 (3%)
Legal Fees:	\$2,000
Building Permits:	\$9,000
Furniture/Fixtures/Equipment:	\$27,297 (2%)
Special Inspections:	\$8,000
Utility Connections:	\$1,500 (5 x \$300)
Total:	\$1,562,799

# Detail: Administrative / Research / Education Building

The administrative/research/education building is expected to be a two-story 15,300 sq. ft. structure. The structure is expected to be a "cannery chic" combination of steel and wood with concrete sub floors. The building is expected to be classified by the International Building Code as a "Mixed Use" structure, including the labs. The building will be fully protected with a fire suppression (sprinkler) system and fire/smoke detection. Heat will be provided by boiler fired hydronic baseboards and possibly in floor piping. Ventilation will be provided by variable air volume (VAV) units that will be spaced throughout the structure as needed. The building and spaces within will be high quality commercial construction and furnishings. The project cost for this building is expected to be approximately \$10,716,755, which equates to \$700.00/sq. ft.

# **Detail: Warehouse**

The warehouse building is expected to be a 6,000 sq. ft. steel warehouse with a slab on grade, plywood interior wall finishes and insulated metal panel siding and roofing. The building will include approximately 2,000 sq. ft. of covered storage and will be internally arranged into several areas, most of which will be storage. One of the specialty spaces will be an electronics shop; another will be a wet cleaning/testing area. The shops and support spaces will be separated and insulated from the storage space. The building will be protected with a fire suppression system. The project cost for the warehouse building is expected to be \$1,562,799, or \$260/sq. ft.

# **Detail: Housing**

A single housing building is expected to include apartment-style areas and a dormitory. Bedrooms are to be shared by 2-4 individuals; the facility will include a commercial kitchen and a laundry room. The building is expected to be approximately 6,000 sq. ft. between two stories. The building will be protected with a fire protection system and fire/smoke alarms. The housing building is expected to have a project cost of \$1,835,000, or \$305 sq. ft.

# **Conclusion**

The expansion goals for the Institute are to:

- Keep the Institute in Cordova.
- Expand research and education programming relevant to Prince William Sound, the Copper River watershed, the northern Gulf of Alaska, and Arctic and sub-Arctic ecosystems.
- Remain on or adjacent to the marine waterfront, as essential to efficient waterdependent and water-related operations.
- Substantially increase our office, laboratory, education, and storage space.
- > Expand our interactive education and outreach efforts.
- Develop visiting scientist, graduate student and post-doctoral fellow housing and office space.
- Secure adequate yard storage and warehousing to support expanded research programs.
- Have facilities that allow us to develop both flexible and lasting partnerships and collaborations with external research and education agencies and organizations.
- Education programming and traineeships that improve Cordova's economy and further enhance the community by increasing employment opportunities through direct hires and marine science and technology workforce development.
- > Provide public areas with educational signage as part of site development.

The City of Cordova has recognized the Institute's importance to the community's economy and educational institutions since our inception in 1989. Since then, Cordova and the region have recognized the monetary contribution we've made to the community, including the >\$1 million we have invested in our existing facilities, as well as taxes paid and educational programming provided for K-gray audiences. It is PWSSTI's intention to be a significant contributor to the research, knowledge, and culture of Cordova and our region for the next 50-100 years. We look forward to working closely with the City of Cordova to bring this vision to reality.

# **Proposed Site Plan**

The site plan shows conceptual placement of facilities on ASLS-2001-5. The black line defines an existing footpath; stream location is also visible. PWSSTI, the City of Cordova, and the Copper River Watershed project have an agreement to collaboratively master plan to ensure recreational needs are met in the community. The ultimate site plan will reflect those discussions accordingly, and will also reflect the results of geotechnical and other evaluations.





Appendix A

Memorandum of Understanding between City of Cordova, Prince William Sound Science and Technology Institute, and Copper River Watershed Project

#### Memorandum of Understanding

Parties to MOU: Prince William Sound Science and Technology Institute, dba Prince William Sound Science Center City of Cordova Copper River Watershed Project

March 2018 Re: Development Planning for ASLS-2001-5

The Prince William Sound Science and Technology Institute (PWSSTI, aka Prince William Sound Science Center) is applying to purchase ASLS-2001-5 from the City of Cordova to develop a campus that can support the expansion of the Institute's infrastructure and programs.

A portion of ASLS-2001-5 is managed by the City of Cordova and has been used seasonally for tent camping and RV parking. The tent platforms were developed in partnership with the Copper River Watershed Project (CRWP). The CRWP is slated to receive title to adjacent properties (the Stern property) for conservation and recreation use. Other State of Alaska, City of Cordova, and private properties are in the general area but are not affected by this Memorandum of Understanding.

Time is of the essence, as fundraising for the comprehensive planning and development of the PWSSTI campus cannot progress until title to the property is obtained. PWSSTI, City of Cordova, and CRWP intend to partner to ensure that recreational services continue to be provided throughout the community. Further, the three aforementioned parties will develop a plan to ensure that the CRWP will have access to the Stern Property to fully realize the potential for recreation and educational use there. Master planning <u>for</u> complementary recreation elements involving these three parties will take time and funding. Collaboration and planning efforts between the three parties will be fully possible after PWSSTI and CRWP receive title to the respective parcels that both organizations are in the process of acquiring.

After conveyance of ASLS-2001-5 to PWSSTI, the City of Cordova, CRWP, and PWSSTI hereby agree to collaborate to develop a master land use plan that addresses all three organization<u>s</u>"-s needs. To assure that the intent of this Memorandum of Understanding is met, it is recognized that the City of Cordova is the governmental body that approves development and construction permits. This authority assures that all parties' needs will be met prior to commencement of PWSSTI development of ASLS-2001-5.

Prince	William	Sound	Science	and	Technol	logv	Institute
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Date

Copper River Watershed Project

Date

City of Cordova

Date

Appendix B

Purchase Agreement

# PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_\_, 2018 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller"), whose address is P. O. Box 1210, Cordova, Alaska 99574, and Prince William Sound Science and Technology Institute, an Alaska nonprofit corporation ("Purchaser"), whose address is P. O. Box 705, Cordova, Alaska 99574.

WHEREAS, Seller is the owner of real property located in the City of Cordova, Alaska, more particularly described as Alaska State Land Survey No. 2001-5, according to plat number 2006-9, located in the Cordova Recording District, Third Judicial District, State of Alaska (referred to as "the Property"); and

WHEREAS, Purchaser desires to purchase the Property to build a campus to house the Prince William Sound Science and Technology Institute on the Property; and

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

WHEREAS, purchasing the Property for less than its fair market value will enable the Prince William Sound Science and Technology Institute to grow and provide future economic contributions and diversity to the City of Cordova; and

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

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

1. Purchase and Sale. Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in Alaska State Land Survey No. 2001-5, according to plat number 2006-9, located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described and diagrammed in Exhibit A attached hereto and incorporated herein by this reference, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").

**2. The Purchase Price**. The purchase price for the Property is Fifty Thousand Dollars (\$50,000) (the "Purchase Price") and shall be paid to Seller by Purchaser as follows:

(a) Within five (5) business days after execution of this Agreement by all parties, Purchaser shall deposit a fully executed copy of this Agreement, and the sum of One Thousand Dollars (\$1,000.00) as an earnest money deposit (the "Deposit"), in escrow ("Opening of Escrow") with Fidelity Title Agency of Alaska LLC ("Escrow Agent").

(b) In the event the purchase and sale of the Property is consummated as contemplated hereunder, the Deposit shall be retained by Seller and credited against the Purchase Price at the Closing (as that term is defined in Section 11 below), or otherwise disbursed in accordance with this Agreement.

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

# 3. Title.

(a) Purchaser may order from Fidelity Title Agency of Alaska LLC ("Title Company"), within ten (10) days following the Opening of Escrow, a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment. If Purchaser obtains a Commitment, it must be provided to Seller.

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

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

(a) This Agreement is, and all the documents executed by Seller which are to be delivered to Purchaser at the Closing is and will be, legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms

and does not and will not violate any provisions of any agreement to which Seller is a party or to which it or the Property is subject.

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

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

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

# 6. Conditions Precedent to Closing.

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

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

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

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

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

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

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

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

(2) If Purchaser has elected to obtain the Commitment under Section 3, Title Company shall be committed to issue, at the Closing, an owner's policy of title insurance (the "Title Policy"), insuring Purchaser's interest in the Property, dated the day of the Closing, with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Third Judicial District, State of Alaska (the "Official Records"). The Closing shall occur at the offices of the Escrow Agent as set forth in Section 17(m).

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

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

# 14. Default.

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

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

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

# 15. Escrow.

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

(b) <u>Deposits into Escrow</u>. Seller shall make its deliveries into escrow in accordance with Section 8. Purchaser shall make his deliveries into escrow in accordance with Section 9. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchaser pursuant to Sections 8 and 9; and (ii) if Purchaser has elected to obtain the Commitment under Section 3, Title Company can and will issue the Title Policy concurrently with the Closing.

(c) <u>Close of Escrow</u>. Provided that Escrow Agent shall not have received written notice in a timely manner from Purchaser or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Seller and Purchaser have deposited into escrow the matters required by this Agreement and (if Purchaser has elected to obtain the Commitment under Section 3), Title Company can and will issue the Title Policy concurrently with the Closing, Escrow Agent shall:

(1) Deliver to Seller the Purchase Price, after satisfying the Closing costs, prorations and adjustments to be paid by Seller pursuant to Section 9 and Section 11, respectively.

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

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

(4) If Purchaser has elected to obtain the Commitment under Section 3, deliver the Title Policy issued by Title Company to Purchaser.

# 16. Reciprocal Indemnification.

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

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

# 17. Right of First Refusal.

(a) In the event Purchaser 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 Property. The parties must include notice of the City's right of first refusal in a recordable form ensuring the City's right of first refusal. The document must be recorded contemporaneously with the recording of the deed. The City's right of first refusal to purchase the Property contains the following terms and conditions:

(b) Purchaser may accept an offer for the sale or other disposition of the Property 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"), Purchaser will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section. The City will then have sixty (60) days to either agree to purchase the Property on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal. The City shall give written notice of its decision to exercise or decline to exercise its right of first refusal to Lessee at the address set forth in Section 18 no later than sixty (60) days after being presented with a copy of the Purchase Offer.

(c) If the City declines to exercise its right of first refusal, Purchaser may then sell or otherwise dispose of the Property 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, then any interest of the City in and to the Property 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 Purchaser may convey or transfer its interest in the Property to a third party.

# 18. General Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Seller:

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

Purchaser:	Prince William Sound Science and Technology Institute PO Box 705 Cordova, AK 99574
Escrow Agent:	Fidelity Title Agency of Alaska LLC Attn: DJ Webb 3150 C Street, Suite 220 Anchorage, Alaska 99503
Title Company:	Fidelity Title Agency of Alaska LLC Attn: Howard Hancock 3150 C Street, Suite 220 Anchorage, Alaska 99503

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

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

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

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

SELLER:

CITY OF CORDOVA

By: \_\_

Alan Lanning, City Manager

PURCHASER:

# PRINCE WILLIAM SOUND SCIENCE AND TECHNOLOGY INSTITUTE

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

Ву: \_\_\_\_\_

#### NOTES

- 1. THIS SURVEY WAS ACCOMPLISHED IN ACCORDANCE WITH AS 38.05.810 AND A.S.L.S. 2001-5. AND A.S.L.S. 2001-5.

   ALL BEARINGS SHOWN ARE TRUE BEARINGS AS ORIENTED BETWEEN THE SW CORRER OF LOT 3, U.S.S. 2764 AND THE SE CORNER OF LOT 6, U.S.S. 2764. DISTANCES SHOWN ARE REDUCED TO HORIZONTAL FIELD DISTANCES.
- 2784. DISTANCES SHOWN ARE REDUCED TO HORIZONTIAL FELD DISTANCE THE ACCURACY OF THIS SUPPLY IS OREATED THAN 1:5000. ALL PARCELS ON LANDS OWNED BY THE STATE OF ALASKA, LOCAN WITHIN FIFTY (50:00) FEET OF OR BISECTED BY A. SURVEYED PROBLEM THE STATE OF ALASKA FOR PUBLIC HUR WICH IS RESERVED THE STATE OF ALASKA FOR PUBLIC HICHWAYS UNDER A.S. 19:10.0
- PURSUANT TO 11AAC 53.300(1)(8), A PUBLIC ACCESS EASEMENT 60' IN WDTH, 30' EITHER SIDE OF CENTERINE, IS DEDICATED BY THIS PLAT OVER THE "EXISTING GRAVEL ROADS" AS DEPICTED UPON THIS PLAT. 6. THIS SURVEY WAS EXECUTED IN CONJUNCTION WITH THE SURVEY OF ATS 1610.
- LEGEND

GEODETIC CONTROL MON. (MAUD 2) FOUND

- BLM MONUMENT OF RECORD
- FOUND BLM MONUMENT
- PRIMARY MONUMENT SET THIS SURVEY (SEE NOTE 1) 2" ALUMINUM POST WTH 3 1/4" AL-CAP.
- PRIMARY MONUMENT RECOVERED
- O PRIMARY MONUMENT OF RECORD
- SECONDARY MONUMENT SET THIS SURVEY 5/8" x 36" RE-BAR WITH 2" AL-CAP.
- O SECONDARY MONUMENT RECOVERED
- ASLS 2001-5 - - UNSURVEYED
- SURVEYED
- (R) RECORD
- (F) MEASURED
- MHW 2002 MEAN HIGH WATER 2002 SURVEY CENTERLINE FLEMING CREEK
- C-4, U.S.M.S. 1061, ARMSTRONG EXTENTION, NOT FOUND
- ----- EDGE OF GRAVEL FILL
- ------ CENTERLINE OF 12' GRAVEL ROAD, SEE NOTES
- \_\_\_\_\_\_ \_\_G \_\_\_\_\_ CENTERLINE DOT ROW FOR NEW ENGLAND CANNERY ROAD





PRIMARY MONUMENT MARKING



TYPICAL SECONDARY MONUMENT MARKING



LINE TAB	(R)	(R)	SOURCE PLAT#	(F)	(F)
L1	S 90'00'00" W	17.84	95-1		
L2	S 90'00'00" W	60.40	95-1		
L3	S 90'00'00" W	26.70	95-1	S 89'51'36" W	26.77
L4	N 65'53'12" W	60.08	95-1		
L5	S 71'35'19" W	76.50	95-1		
L6	S 30'44'52" W	56.16	95-1		
L7	S 56'08'35" W	86.72	95-1		
L8	N 71*56'46" W	132.09	95-1		
L9	N 34'58'50" W	47.44	95-1		
L10	N 22'15'27" W	88.92	95-1		
L11	N 89'52'22" E	53.98	95-1		
L12	S 31*34'45" W	131.35	95-1		
113				S 83'55'41" W	183.53

SSORIES
RUCE BT WITH A BLAZE AND MARKED "BT∯1 ASLS 2001–5 V 19.2'" BEARS N66'E, 19.2
ORMER BT-1, USS 252) MLOCK BT WITH A PARTIALLY HAND SCRIBED MARKING -2" BEARS 511'W, 34.5'.
RUCE BT WITH A BLAZE AND MARKED "BT∯3 ASLS 2001-5 1 S 64°E 29.2'" BEARS N, 29.2'.
POST I' NORTH
4LOCK BT WITH BLAZE AND MARKED "BT∯1, ASLS 2001-5 2 S 29'W 16.3'" BEARS 1, 16.3'.
RUCE BT WITH A BLAZE AND MARKED "BT∯2 ASLS 2001–5 2 N 76°W 7.1'" BEAR5 5, 7.1'.
MLOCK BT WITH A BLAZE AND MARKED "BT∯3 ASLS 2001—5 '2 S 67'E 7.2'" BEARS V, 7.2'.
POST 1' NORTH
CESSORIES.
CESSORIES.
CESSORIES.
CESSORIES.
CESSORIES.
CESSORIES.
ED 'X' ON NW CORNER OF ETE PAD OF ELEC. TRANS. N 73*40'36" E, 50.12'
R OF WATER TAP BEARS 13'01" E, 114.81'
RNER OF CONCRETE RAMP N 62*15'47" W, 59.93'
0 WTH 0 <sup>2</sup> H 040
R WITH 2" AL-CAP. 52'19" E, 11.3'
R WITH 2" AL-CAP. 52'19" E, 20.1'
POST 1' EAST
EMLOCK BEARS 12.5'
S POST 1' EAST.

NO WASTEWATER SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEMS LOCATED, CONSTRUCTED AND EQUIPPED IN ACCORDANCE WITH THE REQUIREMENTS OF LACKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (ABC), CONSTRUCTION OF MUST BE SUBMITTED AND APPROVED BY (ADEC) PHOR TO CONSTRUCTION OF ANY PORT OF A SERVAGE DISPOSAL SYSTEM, ADDITIONAL SOLS INFORMATION MAY BE RECESSI

WASTEWATER DISPOSAL

# **Exhibit** A





# EXHIBIT B - FORM OF QUITCLAIM DEED

### CORDOVA RECORDING DISTRICT

Recording requested by and after recording, return to: Holly Wells Birch Horton Bittner & Cherot 510 L Street, Suite 700 Anchorage, AK 99501

# QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to PRINCE WILLIAM SOUND SCIENCE AND TECHNOLOGY INSTITUTE, an Alaska nonprofit corporation, whose address is P.O. Box 705, Cordova, Alaska 99574, all interest which Grantor has, if any, in the following described real property:

Alaska State Land Survey No. 2001-5, according to the official map and plat thereof, Plat No. 2006-9, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

Subject to: valid existing rights, including reservations, easements, and exceptions in the U.S. Patent, or other state or federal conveyance, and in acts authorizing the issue thereof; easements, rights-of-way, covenants, conditions, reservations, notes on the plat, and restrictions of record, if any.

Further subject to: the condition of use for public purposes. If the Director of the Division of Mining, Land and Water of the Department of Natural Resources, State of Alaska, determines that the Grantee or the Grantee's successor in interest have failed to observe this condition, the Director may declare a forfeiture of the conveyance and title hereby conveyed shall thereupon revert to the State of Alaska.

Further subject to: rights of the public and/or government agencies in and to that portion of said premises lying below the mean high water mark of Orca Inlet, Fleming Creek and Unnamed Iagoon.

DATED this \_\_\_\_\_ day of 2018.

)

**GRANTOR:** 

# **CITY OF CORDOVA**

Alan Lanning, City Manager

STATE OF ALASKA

) ss: THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of 2018, by Alan Lanning, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska My commission expires:



# AGENDA ITEM 17 City Council Meeting Date: 3/21/18 CITY COUNCIL COMMUNICATION FORM

FROM:	Planning Staff
DATE:	3/14/18
ITEM:	Disposal of Lot 4A, Block 5, North Fill Development Park
NEXT STEP:	Direction to City Manager on Disposal and Disposal Method
	ORDINANCE RESOLUTION

### I. <u>**REQUEST OR ISSUE:**</u> Direct City Manager on Disposal and Disposal Method.

5.22.040 - 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).

**II.** <u>**RECOMMENDED ACTION / NEXT STEP:**</u> Make Motion. Suggested motion is "I move to dispose of Lot 4A, Block 5, North Fill Development Park as outlined in Cordova Municipal Code 5.22.060 B by \*"

Choose one of the following to insert for the asterisk:

- 1. Negotiating an agreement with Nerka Enterprises 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.
- III. FISCAL IMPACTS: Potential sales tax and property tax

### IV. BACKGROUND INFORMATION:

*3/13/18* - At the Planning Commission Regular Meeting, the commission recommended City Council request sealed proposals:

M/Bird S/Pegau to recommend to City Council to dispose of Lot 4A, Block 5, North Fill Development Park as outlined in Cordova Municipal Code 5.22.060 B by requesting sealed proposals to lease or purchase the property.

**McGann** said they should consider the highest and best use for the land, but if there are proposals, they could consider it at that point. The city needs an impound lot, and they could consider making a recommendation to council for a new impound lot location. **Bird** said she didn't think that the letter was the best use for the lot and she thought it would be useful to have input from the Harbor. **Tony Schinella**, Harbormaster, said that the lot was very small and could probably only fit skiffs.

*Greenwood* said that the lot is currently managed by the Police and Public Works Departments. She explained that there were some potential sites for the impound lot to relocate to, but they all have some negatives to them. When vehicles are impounded, they have to stay as-is until they are proven abandoned or turned over to the city. If the impound is at the landfill, then they have to be driven all the way out there and may have to be driven back to town. There is also no security, which the city is responsible for. The lot on the highway next to Eagle Construction would have to be excavated out, and it is used as a rock source by Public Works. The Water Treatment Plant should be secured for water treatment and not attract others.

**Pegau** said he is supportive of two substandard lots being combined into one. This lot has always gotten a lot of interest in the past. **Baenen** said he did not support the lot used as an impound lot, or for boat storage. **McGann** said that boat storage should be in the hands of the private sector. He thought the baler could be reorganized to fit the impound lot.

*Greg LoForte* said that the lots were originally one lot. His intention is to replat Lot 4A and 4B back into one lot. Lot 4A was offered to someone recently who turned it down since it was small. His lot is assessed at \$247,000, and with Lot 4A the value would go up considerably. He said there was a need for more storage. Right now, there isn't security at the impound, so people will come and take car parts. He would be willing to buy the property and lease some of it to the city for an impound. *Greenwood* clarified that the lots were nonconforming, but not illegal. You can build on either lot. *LoForte* requested that the minimum lot size be reduced to 8,000 square feet so that his lot is conforming. *Greenwood* said that was an option. She said that there was an auction process for the impounded cars. There was recently an auction, so that is why there is only three cars there now.

*Baenen* said the lot could have a small business with a building similar to *LoForte's* existing building.

M/Baenen S/Bolin to amend the motion to recommend to City Council that the city retain Lot 4A, Block 5, North Fill Development Park.

**Bolin** said that he agrees that the impound lot shouldn't be there, but there are not a lot of good options for where it should go. **Bird** said she would like to see proposals. **McGann** said that they can see what is out there for ideas.

Upon voice vote, amendment failed 2-3. Yea: *Baenen, Bolin*  Nay: *McGann, Pegau, Bird* Absent: *Roemhildt, Holter* 

Upon voice vote, main motion passed 3-2. Yea: *McGann, Pegau, Bird* Nay: *Baenen, Bolin* Absent: *Roemhildt, Holter* 

V. <u>LEGAL ISSUES</u>: None currently

VI. <u>CONFLICTS OR ENVIRONMENTAL ISSUES</u>: This lot is currently being used by the city as an impound lot. No other sites have been identified to store impounded vehicles.

VII. <u>SUMMARY AND ALTERNATIVES</u>: The council could choose to not dispose of the property.

# ATTACHMENT A



**NERKA ENTERPRISES BOX 865** CORDOVA, ALASKA 77574 2/28/18

**CITY OF CORDOVA BOX 1210 CORDOVA AK. 99574** 

Planning Department Attn: Sam Greenwood

Sam,

I would like to purchase Lot 4A, Block 5 NFDP, which is just South of my existing property. It is my intention to re-plat this 8,267 sq. ft. lot and combine it with my existing 8,117 sq. ft lot. The primary purpose of the venture is to eliminate my sub-standard lot by combining it with lot 4 A.

I am proposing to purchase the lot at fair market value. As for the question of utilization, I would like to provide a service of Unsheltered Boat Storage

It this is at all possible, please contact me @907-253-3332.

Sincerely. Ente, Era Elopoites

Greg & Eva LoForte

Cc; City Manager



# AGENDA ITEM 18 City Council Meeting Date: 3/21/18 CITY COUNCIL COMMUNICATION FORM

FROM:	Planning Staff
DATE:	3/14/18
ITEM:	Disposal of Tracts 7, 8, and 9B, Group C, ASLS 73-35
NEXT STEP:	Direction to City Manager on Disposal and Disposal Method

# I. <u>**REQUEST OR ISSUE:**</u> Direct City Manager on Disposal and Disposal Method.

5.22.040 - 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).

**II.** <u>**RECOMMENDED ACTION / NEXT STEP:**</u> Make Motion. Suggested motion is "I move to dispose of Tracts 7, 8, and 9B, Group C, ASLS 73-35 as outlined in Cordova Municipal Code 5.22.060 B by \*"

Choose one of the following to insert for the asterisk:

- 1. Negotiating an agreement with Stephen and Laramy Schmid 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.
- III. FISCAL IMPACTS: Potential sales and property tax.

### IV. BACKGROUND INFORMATION:

*3/13/18* - At the Planning Commission Regular Meeting, the commission recommended City Council request sealed proposals:

M/Pegau S/Baenen to recommend to City Council to dispose of Tracts 7, 8, and 9B, Group C, ASLS 73-35 as outlined in Cordova Municipal Code 5.22.060 B by requesting sealed proposals to lease or purchase the property.

**Pegau** said that what is being proposed is what he would love to see out there. He wanted to request proposals in case there were others who might be interested. **Baenen** agreed and said that not a lot of other uses could go on the property. **Bolin** was glad to see interest in the property. **Bird** said she was very supportive of development like this. After the recent meeting with City Council, she would like to see it go out for proposals.

**McGann** said that the property has been 'Available' on the Land Disposal Maps for a long time and this is the only letter of interest they have ever received. He said that there were actually ten lots, so if there was anyone interested there would still be additional lots. **Baenen** verified that there were strict restrictions on the development of the lots. **Bird** said that if the lots go out for proposals, that would move the timeline for disposal forward into May, as opposed to direct negotiation, which would be quicker. **Stephen Schmid** said that they were planning on installing utilities this summer. **Schmid** said that since they would be investing in the property he would probably not be interested in leasing the property.

Upon voice vote, motion passed 5-0. Yea: *McGann, Pegau, Baenen, Bird, Bolin* Absent: *Roemhildt, Holter* 

V. <u>LEGAL ISSUES</u>: There are deed restrictions that will need to be addressed in the contract. Deed restrictions do not allow the city to convey the property to private individuals or entities, but do allow the city to lease. A lease requires approval through FEMA.

VI. <u>CONFLICTS OR ENVIRONMENTAL ISSUES</u>: The lots are located in an avalanche district and have seasonal use restrictions.

VII. <u>SUMMARY AND ALTERNATIVES</u>: The council could choose to not dispose of the property.

# ATTACHMENT A



# Letter of interest for ASLC 73-35 group tracts 7,8 and 9b

Attention city planners

# Samantha Greenwood &

# Leif Stavig

Please consider this document a letter of interest in regard to proposed acquisition through purchase of ASLC 73-35 group c tracts 7,8 and 9c by Laramy and Stephen Schmid.

We would like to utilize these tract for what would become a seasonal small tiny home village, during the permissible non-avalanche season.

Our intention would be to develop 5 or more tiny home or glamping sites including the 2-functional tiny-homes already in Cordova owned by us.

They would be marketed by us as both nightly and or seasonal rentals.

This all seems possible under the deed restrictions. The first summer we would want to get the underground utilities installed.

Although the lots have little if any financial benefit to the city as they are now our proposed development would keep and maintain the natural aesthetic beauty and help create some affordable seasonal housing.

We see benefit to the city with the taxable revenues that would be generated both in the bed tax as well as with the increased property value once there is a net operating income generated from the property. Also, the generated service fees.

Many municipalities are now considering these kinds of proposals to help with their housing needs.

Thanks in advance to the planners and commission for your consideration.

Stephen and Laramy Schmid

Po box 383 Cordova Alaska 99574

Winter Residence: 204 Shingle mill road Sandpoint Idaho 83864



# City Council of the City of Cordova, Alaska

Pending Agenda March 21, 2018 Regular Council Meeting

#### Α.

#### Future agenda items - when will these be heard before Council?

- 1) Council direction to staff in pursuing Crater Lake Water & Power project from City (water) side
- 2) Code change re Council member service on boards/commissions (ordinance being drafted)
- 3) Discussion/action regarding water charges at the Harbor
- 4) Odiak Camper Park and/or other locations for long term rv/trailer space rentals in Cordova
- 5) Waterfront development
- 6) Cordova Center bird mitigation for 2018
- 7) 2018 budget discussions possible implications of 2 tax propositions on special election ballot

# В.

### Upcoming Meetings, agenda items and/or events:

1) Capital Priorities List and Resolution to come before Council quarterly:

		6/6/2018	9/5/2018	12/5/2018	3/6/2019	
2)	Staff quarterly report	rts will be in the followir	ng packets:			
		4/18/2018	7/18/2018	10/17/2018	1/16/2019	
3)	City Council/staff/	other Boards and Com	missions - Traini	ng session with City	/ Attorney	
		date tba - after 3/6/18 e	election certification	on - discuss good time	es @ 3/21/18 mtg	
4)	4) Strategic Planning Work Sessions: @ least 2, tentatively scheduled for the month of April					
	update strategic plan with reference to comprehensive plan & waterfront planning					
5)	Hazard Mitigation	Plan to come before c	ouncil as a resolu	ution for approval -	May 2018	
6)	Shipyard expansion	n - agenda item? work	session?			
	Clear direction shou	Id be given to Clerk/Ma	nager on the what	and when of this pro	oposed agenda item.	
	item:		suggested agenda date:			
1)						

2) ...

**^** 

3) ...

Mayor Koplin or the City Manager can either agree to such an item and that will automatically place it on an agenda, or a second Council member can concur with the sponsoring Council member.



# City Council of the City of Cordova, Alaska

Pending Agenda - March 21, 2018 Regular Council Meeting

D.

# Membership of existing advisory committees of Council formed by resolution:

1) Fisheries Advisory Committee:	1-Torie Baker, chair (Marine Adv Prgm)	2-Jeremy Botz (ADF&G)
authorizing resolution 04-03-45	3-Tim Joyce (PWSAC)	4-Jim Holley (AML)
approved Apr 16, 2003	5-Chelsea Haisman (fisherman)	6-Tommy Sheridan (processor)
Mayor Koplin is currently contacting existing membe	ers and hopes to have new appointments for Council c	oncurrence soon

2) Cordova Trails Committee:	1-Elizabeth Senear	2-Toni Godes	
authorizing resolution 11-09-65	3-Dave Zastrow		
approved Dec 2, 2009	4-vacant	5-vacant	
3) Fisheries Development Committee:	1-Warren Chappell	2-Andy Craig	3-Bobby Linville
authorizing resolution 12-16-43	4-Gus Linville	5-Tommy Sheridan	6-Bob Smith
approved Dec 23, 2016			

Ε.

# City of Cordova appointed representatives to various Boards et al:

#### 1) Prince William Sound Regional Citizens Advisory Council

Robert Beedle	re-appointed March 2016	2 year term
	re-appointed March 2014	
	appointed April 2013	
2) Prince William Sound Aquaculture Cor	rporation Board of Directors	
Tom Bailer	term until Oct 2018	3 year term
	appointed February 2017	
3) Southeast Conference AMHS Reform I	Project Steering Committee	
Mike Anderson	appointed April 2016	until completion of project
Sylvia Lange	alternate	



CALENDAR MONTHMARCHCALENDAR YEAR20181ST DAY OF WEEKSUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	1	2	3
		abse	ntee voting @ City Ha	ll Feb 20 - Mar 5 M-F	8a-5p	
4	5	6 Election Day	7 2018 assessment	8	9 CSD end 3Q	10
	absentee voting @ City Hall Feb 20 - Mar 5 M-F 8a-5p	CCA 7am - 8pm	notices mailed 6:00 Council it work session		ORIGINAL	
	mai o m-r ou op	VOTE	w/P&Z and Hrbr Cms 7:00 Council reg mtg CCAB	Interior Co	onference Tourney @	Nenana Mar 8-10
11	12	13	14	15	16	17
<b>S</b>		CSD va	acation - March 12 thru 16 -	Spring Break		
			7:00 Sch Bd HSL			
daylight savings 2am		6:30 P&Z CCAB	7:00 Harbor Cms CCB	State 2A Bask	etball Tourney @UAA	Mar 15-17
18	19	20	21	22	23	24
	6:30 CEC Annual	FIRST PAY OF	CHS NYC, Was	hington, DC * Close-Up tr	ip * Mar 20 - Mar 31	
	Meeting - Mt. Eccles	PALING IN	6:00 Council work session 7:00 Council reg mtg CCAB			
25	26	27	28	29	30	31
	7		CSD p	arent-teacher conferences	s 28, 29, 30	
	Seward's Day- City Hall		6:00 CEC Board Meeting	5	5:30 CTC Annual	
	Offices Closed	6:00 P&R CCM	5:30 CTC Board Meeting	6:00 CCMCAB HCR	Meeting - CHS	
1	2	CHS NYC,	Washington, DC * Close-U	p trip * Mar 20 - Mar 31		
		Legend: <u>CCAB</u> -Cordova Center Community Rms A&B <u>HSL</u> -High School Library	<u>CCA</u> -Cordova Center Community Rm A <u>CCB</u> -Cordova Center Community Rm B	<u>CCM</u> -Cordova Center Mayor's Conference Rm <u>CCER</u> -Cordova Center Education Room	3	

# APRIL **2018**

CALENDAR MONTHAPRILCALENDAR YEAR20181ST DAY OF WEEKSUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
6-000				CHS Band & Choir Hawa	ii trip * Apr 4 - Mar 11	
			6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB		last day to appeal 2018 property assessments	
8	9	10	11	12	13	14
	CHS Band & Choir Ha	waii trip * Apr 4 - Mar 11				
		6:30 P&Z CCAB	7:00 Sch Bd HSL 7:00 Harbor Cms CCB		CSD Inservice	DTK 2018
					day	
15	16	17	18	19	20	21
	7:00 Board of Equalization Meeting		6:00 Council work session 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB		2:00-4:00 pm Spring Salmon Harvest Task Force Mtg Cdv Ctr	Health
22	23	24	25	26	27	28
EARTH DAS			5:30 CTC Board Meetin			
\$1 <b>1</b> .1.		6:00 P&R CCM	6:00 CEC Board Meetin	g 6:00 CCMCAB HCR		
29	30	1	2	3	4	5

6	7	Notes			
		Legend: <u>CCAB</u> -Cordova Center Community Rms A&B <u>HSL</u> -High School Library	<u>CCA</u> -Cordova Center Community Rm A <u>CCB</u> -Cordova Center Community Rm B	<u>CCM</u> -Cordova Center Mayor's Conference Rm <u>CCER</u> -Cordova Center Education Room	

# MAY **2018**

CALENDAR MONTHMAYCALENDAR YEAR20181ST DAY OF WEEKSUNDAY



# City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

Mayor and City Council - Elected					
seat/length	Č Č	<b>Date Elected</b>	<b>Term Expires</b>		
Mayor:	Clay Koplin	March 1, 2016	March-19		
3 years	Mayor@cityofcordova.net				
Council mer	nbers:				
Seat A:	James Burton	March 1, 2016	March-19		
3 years	CouncilSeatA@cityofcordova.net	March 5, 2013			
Seat B:	Kenneth Jones	March 7, 2017	March-20		
3 years	CouncilSeatB@cityofcordova.net				
Seat C:	Jeff Guard	March 7, 2017	March-20		
3 years	CouncilSeatC@cityofcordova.net				
Seat D:	Melina Meyer	March 6, 2018	March-21		
3 years	CouncilSeatD@cityofcordova.net				
Seat E:	Anne Schaefer elected by cncl	March 6, 2018	March-21		
3 years	CouncilSeatE@cityofcordova.net	December 6, 2017			
Seat F:	David Allison, Vice Mayor	March 1, 2016	March-19		
3 years	CouncilSeatF@cityofcordova.net				
Seat G:	James Wiese	March 1, 2016	March-19		
3 years	CouncilSeatG@cityofcordova.net				

	Cordova School Distr	ict School Board - Elected	
length of term		Date Elected	<b>Term Expires</b>
3 years	Barb Jewell, President	March 1, 2016	March-19
	bjewell@cordovasd.org	March 5, 2013	
3 years	Bret Bradford <u>bbradford@cordov</u>	vasd.org March 6, 2018	March-21
		March 3, 2015	
3 years	Tammy Altermott	March 1, 2016	March-19
	taltermott@cordovasd.org	March 5, 2013	
3 years	Peter Hoepfner	March 6, 2018	March-21
		March 3, 2015	
	phoepfner@cordovasd.org	March 6, 2012	
		March 3, 2009	
		March 7, 2006	
3 years	Sheryl Glasen	March 7, 2017	March-20
	sglasen@cordovasd.org	March 4, 2014	
	Vacant (appointed, non-voting)	·)	

City Council Rep

seat up for re-election in 2019 board/commission chair seat up for re-appt in Nov 18

# CITY OF CORDOVA, ALASKA – ELECTED OFFICIALS & APPOINTED MEMBERS OF CITY BOARDS and COMMISSIONS

	<b>CCMC</b> Authority - 2	Board of D	irectors - Ele	cted
length of term			Date Elected	<b>Term Expires</b>
3 years	Kristin Carpenter		March 7, 2017	March-20
3 years	Sally Bennett		March 7, 2017	March-19
3 years	April Horton		March 7, 2017	March-19
3 years	Linnea Ronnegard		March 6, 2018	March-21
3 years	Amanda Wiese		March 6, 2018	March-21
		elected by board	November 2, 2017	
	LIBRARY BO	DARD - AI	PPOINTED	
length of term			Date Appointed	<b>Term Expires</b>
3 years	Mary Anne Bishop, Chair		November-16	November-19
			November-13	
			November-10	
			November-06	
3 years	Wendy Ranney		November-15	November-18
			April-13	
3years	Erica Clark		November-16	November-19
3 years	Sarah Trumblee		February-18	November-20
3 years	Krysta Williams		February-18	November-20

length of ter	rm	Date Appointed	<b>Term Expires</b>
3 years	Nancy Bird	November-16	November-19
3 years	Allen Roemhildt	November-16	November-19
		January-14	
3 years	Scott Pegau, vice chair	November-17	November-20
		December-14	
		December-11	
3 years	John Baenen	November-15	November-18
		December-12	
3 years	Tom McGann, chair	November-17	November-20
		December-14	
		December-11	
		April-11	
3 years	Chris Bolin	September-17	November-18
3 years	Lee Holter	November-17	November-20

seat up for re-election in 2019

board/commission chair

# CITY OF CORDOVA, ALASKA – ELECTED OFFICIALS & APPOINTED MEMBERS OF CITY BOARDS and COMMISSIONS

HARBOR COMMISSION - APPOINTED				
length of te	rm	Date Appointed	<b>Term Expires</b>	
3 years	Mike Babic	November-17	November-20	
3 years	Andy Craig	November-16	November-19	
3 years	Max Wiese	November-17	November-20	
		January-14		
		March-11		
3 years	Ken Jones	November-16	November-19	
		February-13		
3 years	Jacob Betts, Chair	November-15	November-18	

# PARKS AND RECREATION COMMISSION - APPOINTED

length of ter	m	Date App	pointed	<b>Term Expires</b>
3 years	Wendy Ranney, Chair	Novemb	per-15	November-18
		August	t-14	
3 years	Anne Schaefer	Novemb	per-17	November-20
3 years	Miriam Dunbar	Novemb	per-15	November-18
		August	t-14	
3 years	Stephen Phillips	Novemb	per-15	November-18
3 years	Marvin VanDenBroek	Novemb	per-16	November-19
		Februar	ry-14	
3 years	Karen Hallquist	Novemb	per-16	November-19
		Novemb	per-13	
3 years	Dave Zastrow	Novemb	per-17	November-20
		Februar	ry-15	
		Septemb	per-14	

# HISTORIC PRESERVATION COMMISSION - APPOINTED

		Date Appointed	Term Expires
athy Sherman		August-16	November-19
eather Hall		August-16	November-19
rooke Johnson		August-16	November-19
hn Wachtel		August-16	November-18
vlvia Lange		August-16	November-18
ancy Bird		November-17	November-18
m Casement, Chair		November-17	November-20
	eather Hall ooke Johnson hn Wachtel Ivia Lange ncy Bird	eather Hall ooke Johnson hn Wachtel Ivia Lange ncy Bird	thy ShermanAugust-16eather HallAugust-16ooke JohnsonAugust-16hn WachtelAugust-16Ivia LangeAugust-16ncy BirdNovember-17

seat up for re-election in 2019 board/commission chair