

Mayor

Clay Koplin

Council Members

James Burton

Tim Joyce

Tom Bailer

Robert Beedle

Josh Hallquist

David Allison

James Wiese

City Manager

Randy Robertson

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

John Appleton

August Jewell

Regular City Council Meeting
March 23, 2016 @ 7:00 pm
Cordova Center Community Rooms A & B
Agenda



A. Call to order

B. Invocation and pledge of allegiance

I pledge allegiance to the Flag of the United States of America, and to the republic for which it stands, one Nation under God, indivisible with liberty and justice for all.

C. Roll call

Mayor Clay Koplin, Council members James Burton, Tim Joyce, Tom Bailer, Robert Beedle, Josh Hallquist, David Allison and James Wiese

D. Approval of Regular Agenda..... (voice vote)

E. Disclosures of Conflicts of Interest

F. Communications by and Petitions from Visitors

1. Guest Speakers – **Joanie Behrends**, update on Alaska Shield exercise
2. Audience comments regarding agenda items..... (3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions (**Harbor, HSB, Parks & Rec, P&Z, School Board**)
4. Student Council Representative Report

G. Approval of Consent Calendar..... (roll call vote)

5. Resolution 03-16-12..... (page 1)
A resolution of the City Council of the City of Cordova, Alaska, approving the final plat of '2016 Cabin Lake SLUP Lots Subdivision'
6. Resolution 03-16-13..... (page 9)
A resolution of the City Council of the City of Cordova, Alaska, approving the City of Cordova Planning & Zoning Commission's Resolution 16-02 and authorizing the vacation of a portion of the Davis Avenue right-of-way
7. Resolution 03-16-14..... (page 21)
A resolution of the City Council of the City of Cordova, Alaska, approving the site plan from Northern Fish Products dba Prime Select to place modular bunkhouse units on Lot 9, Block 1, Cordova Industrial Park
8. Resolution 03-16-15..... (page 31)
A resolution of the City Council of the City of Cordova, Alaska, authorizing a transfer of \$196,828.96 from the general fund reserve to Cordova Community Medical Center in order to fund short term operational expenses

H. Approval of Minutes

I. Consideration of Bids

9. Council action on ITB 16-02 – Baler Work Rooms & Safety Upgrades Project..... (voice vote)(page 32)

J. Reports of Officers

10. Mayor's Report

- 11. Manager's Report
- 12. City Clerk's Report

K. Correspondence

- 13. Letter of 02-26-16 from Mary Little supporting Seamans proposal for Library/Museum building..... (page 35)
- 14. Letter of 03-16-16 from Mary Anne Bishop regarding disposal of ATS 1004..... (page 37)

L. Ordinances and Resolutions

- 15. Ordinance 1142..... (voice vote)(page 38)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the city manager to enter into a thirty year lease agreement with Facility Contractors, LLC, which includes an option to purchase, for city property described as Lots 12 through 18, Block 6, Original Townsite -2nd reading
- 16. Ordinance 1143..... (voice vote)(page 61)
An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code section 15.20.010, repealing Cordova Municipal Code section 15.20.010 (E), and enacting Cordova Municipal Code section 15.20.015 to permit registered voters in Cordova, Alaska to serve on the Health Services Board -2nd reading

M. Unfinished Business

- 17. Council acceptance of Planning & Zoning Commission Resolution 16-03..... (voice vote)(page 65)
concerning land disposal criteria

N. New & Miscellaneous Business

- 18. Council action on land disposal method - portion of ATS 1004..... (voice vote)(page 69)
- 19. Council election of Vice Mayor..... (voice vote)(page 73)
- 20. Council direction regarding City policy regarding service dogs..... (voice vote)(page 74)
- 21. Pending Agenda, Calendar (page 79)
Elected & Appointed Officials lists

O. Audience Participation

P. Council Comments

- 22. Council Comments

Q. Executive Session

- 23. City's self-funded health insurance

R. Adjournment

CHS BOYS & GIRLS BASKETBALL TEAMS @ STATE TOURNEY IN ANCHORAGE - MARCH 17, 18 & 19, 2016



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

Memorandum

To: City Council
From: Planning Staff
Date: 3/23/2016
Re: Final Plat Approval for 2016 Cabin Lake SLUP Lots Subdivision

PART I – GENERAL INFORMATION

Requested Actions: Final Plat Approval
Applicant: Eyak Corporation
Address: N/A
Zoning: Unrestricted
Attachments: Location Map
Application
Final Plat

PART II – BACKGROUND

12/8/15 – From the Planning Commission Regular Meeting minutes:

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

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

Upon voice vote, motion passed 5-0.

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

Absent: **Baenen, Roemhildt**

All request were met on final plat

03/8/16 – From the Planning Commission Regular Meeting Plat was reviewed.

M/Pegau S/McGann to approve the final plat request for 2015 Cabin Lake SLUP Lots Subdivision.

Upon voice vote, motion passed 5-0.

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

Absent: **Baenen, Frohnapfel**

PART III – SUGGESTED FINDINGS

1. The proposed plat conforms to the Comprehensive Plan Policies and serves the public use, health, and safety.
2. There are no known physical conditions present which may be hazardous to the future inhabitants of these tracts.

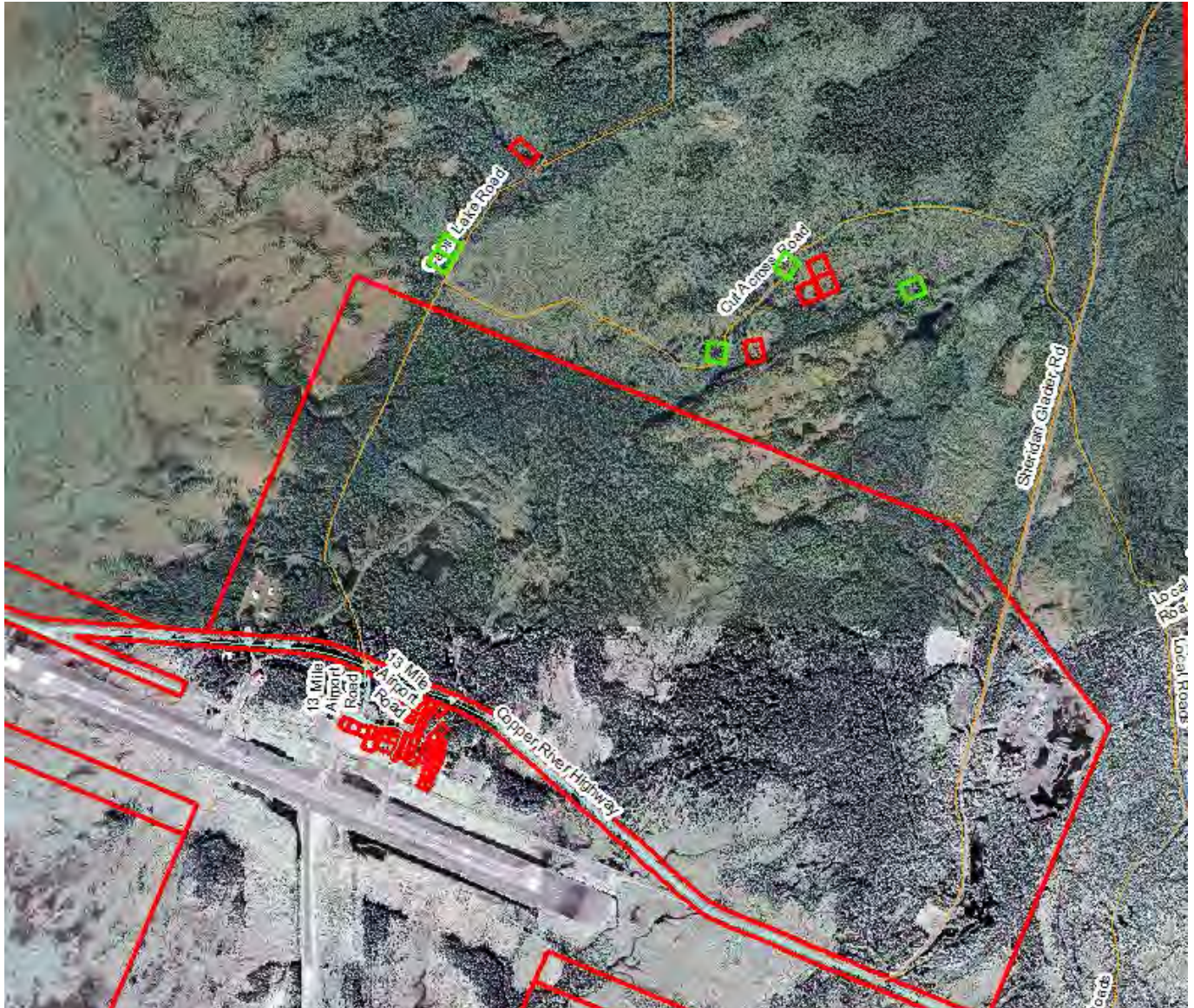
PART IV – STAFF RECOMMENDATION

Staff recommend that the request for final plat approval be approved.

PART V – SUGGESTED MOTION

“I move to approve resolution 03-16-12.”

Attachment A – Location Map



**CITY OF CORDOVA, ALASKA
RESOLUTION 03-16-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE FINAL PLAT OF '2016 CABIN LAKE SLUP LOTS SUBDIVISION'**

WHEREAS, the City of Cordova recognizes that the Planning Commission, having completed a review of the final plat, recommended at their March 8th, 2016 Regular Meeting that the final plat be approved; and

WHEREAS, this is the plat of 2016 Cabin Lake SLUP Lots Subdivision Tract F, G, I & J, a subdivision of Eyak Corporation lands; and

WHEREAS, the plat is subject to all conditions, easements, covenants, reservations, restrictions and rights of way of record; and

WHEREAS, the proposed subdivision is zoned Unrestricted District.

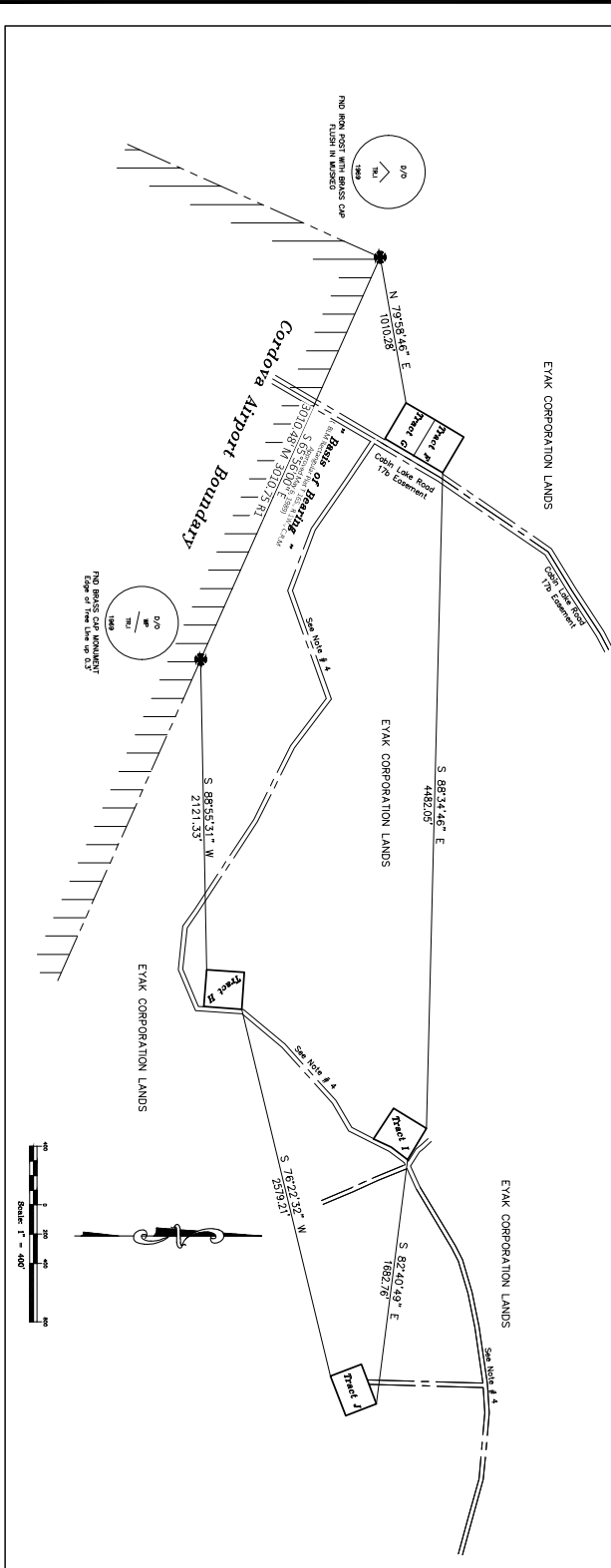
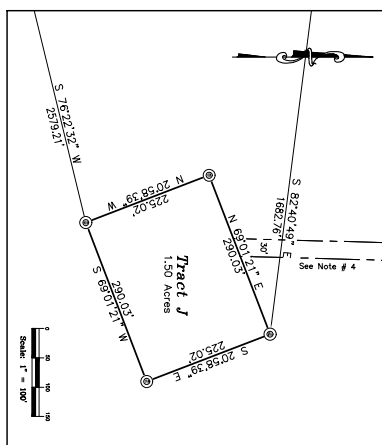
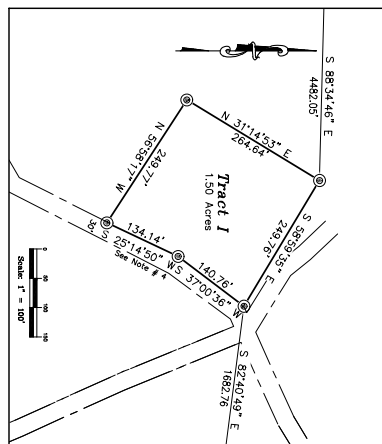
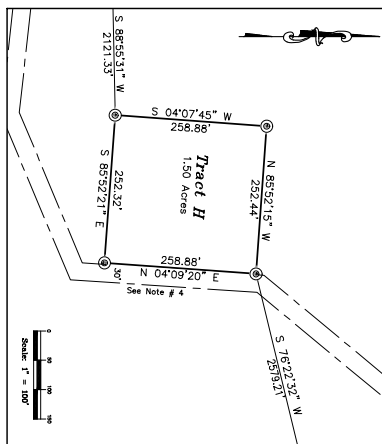
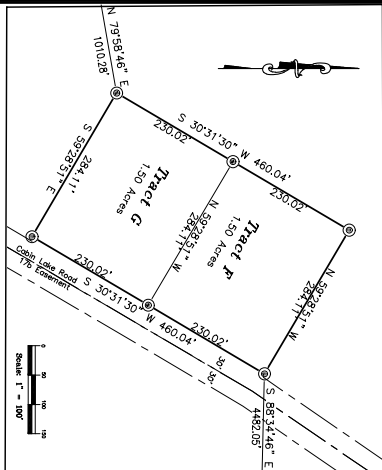
NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby approves the final plat of '2016 Cabin Lake SLUP Lots Subdivision' effective the date this resolution is adopted.

PASSED AND APPROVED THIS 23rd DAY OF MARCH, 2016.

Clay Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk



1. The minimum closure of the last boundary and the minimum accuracy of the field survey records: 1,500m.
2. All bearings are "True Bearings" as oriented to the "Basis of Bearing".
3. All distances shown hereafter are reduced to horizontal field distances.
4. This plat contains a 36-foot private easement centered on the existing road as shown. Those easements are to provide access across Ely's Contested lands for the three AULB lots and any that may be created in the future. The easements are to start as needed from existing 17th easements along Cabin Lake and Sheridan Creek roads.

- LEGEND**
-  Recovered BLM/GLD Monument
-  Set 5/8" X 30" Redbar with 2" Aluminum Cap
-  Existing Tracts Plat No. 2001-4
-  R1
- BLM Sect. Plat. T 16S, R 1W, C 1M
Approved May 6, 1989.



SURVEYOR'S CERTIFICATE

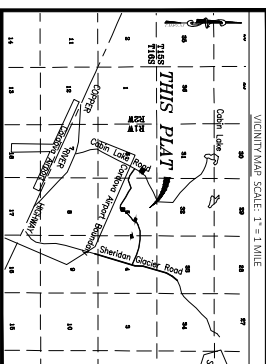
I, Michael J. Home, hereby certify that I am a registered professional land surveyor in the State of Alaska and that this plat represents a survey made by me or under my direct supervision, and that the monuments shown on the plat, actually exist as described, and that all dimensional and other details are true and correct to the best of my knowledge.


| | |
|--|------------|
| <u>PARTIAL APPROVAL</u> | |
| This plan conforms to the requirements of the City of Toronto Planning and Building Act, the Planning Act, the Zoning Act and the Zoning By-law, and all other applicable laws, regulations, codes and standards, and all conditions and requirements of order and law pertaining thereto. | |
| City Manager | Date _____ |
| Chairman, Planning & Zoning Commission | Date _____ |
| Planning Official | Date _____ |

TAX CERTIFICATION
 All real property taxes levied by the City of Cordova on the area shown on the attached plat have been paid through _____, 2016.

CERTIFICATE OF OWNERSHIP AND DEDICATION

NOTARY ACKNOWLEDGEMENT





Town of Carleton Place
 1000 Lakeshore Blvd. East
 Carleton Place, ON N6A 1B6
 Tel: 905.461.1000 ext. 2222
 Fax: 905.461.1000 ext. 2223
 Email: info@carletonplace.ca

2010 Cabin Lake Subdivision
Tracts F, G, H, I & J
 A SUBDIVISION OF
Carleton Recording District, Limited
SECTION 5, 2 & 6, TOWNSHIP 5 SOUTH, RANGE 1 WEST, COCKE RIVER WATERSHED, ALABAMA
 COMMENCING TO 20 ACRES OR MORE OR LESS

Final Plat of
2010 Cabin Lake Subdivision
Tracts F, G, H, I & J

Owner: MHI
Recorded Title: 2006/07/29/2007/01/10/01/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/

SUBDIVISION - ZONING APPLICATION CITY OF CORDOVA

INSTRUCTIONS

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

| TYPE OF REQUEST | | FEE |
|---|--------------------|---------|
| Subdivisions | | varies |
| Preliminary Plat **plus \$20 per lot | | \$150** |
| Final Plat | 1/2 of Prelim Plat | |
| Plat Amendment **plus \$15 per lot | | \$75** |

APPLICANT INFORMATION

| | |
|--|---|
| Name | EYAK Corporation |
| Address | P.O. Box 340, Cordova Ak 99574 |
| Telephone [home] | |
| Business Name | "As above" |
| Business Address | "As above" |
| Telephone [business] | (907) 424-7161. |
| Business FAX | (907) 424-5161. |
| Project architect/engineer Surveyor | Farpoint Land Services |
| Address of architect/engineer | 1131 E 76 th Ave, Suite 101, Anchorage 99507 |
| Telephone of architect/engineer | 907 522-7770 |

PROPERTY/PROJECT INFORMATION

| | |
|-------------------------------|---|
| Address of subject property | EYAK LANDS - CABIN Lake. |
| Parcel identification number | Sec's 5 & 6, T16S, R1W, C.R.M., Alaska. |
| Property owner [name/address] | EYAK Corp (see above) |
| Current zoning | N/A |
| Proposed use | Lease lots for shareholder use. |
| Construction start date | N/A. |

| ZONING APPLICATION | |
|--|------|
| Owner of property (if different than applicant). If multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheet if necessary. | Same |
| Real Estate Firm/Broker handling sale of property. Provide name and address. Note: 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. | None |

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

| TYPE OF SUBDIVISION OR PLATTING APPROVAL REQUESTED | |
|--|---|
| (Please see submittal requirements below) | |
| <p style="text-align: center;">MINOR SUBDIVISION</p> <p style="text-align: center;">(Changing or creating 3 or fewer lots)</p> <p><input type="checkbox"/> Zero lot line (Common wall)</p> <p><input type="checkbox"/> "Panhandle" Subdivision</p> <p><input type="checkbox"/> Townhouse Development</p> <p><input type="checkbox"/> Lot Consolidation</p> <p><input type="checkbox"/> Boundary Adjustment</p> <p><input type="checkbox"/> Accretion Survey</p> <p><input type="checkbox"/> Subdivision resulting in 3 or fewer lots</p> <p><input type="checkbox"/> Other: _____</p> | <p style="text-align: center;">MAJOR SUBDIVISION</p> <p style="text-align: center;">(Changing or creating greater than 3 lots)</p> <p><input checked="" type="checkbox"/> Preliminary Plat</p> <p><input type="checkbox"/> Final Plat</p> <p><input type="checkbox"/> Plat Amendment</p> <p><input type="checkbox"/> Zero Lot line</p> <p><input type="checkbox"/> Townhouse Development</p> <p>Planned Unit Development:</p> <p><input type="checkbox"/> Preliminary Plat</p> <p><input type="checkbox"/> Final Plat</p> <p><input type="checkbox"/> Other: _____</p> |
| <p>UTILITIES AVAILABLE</p> <p>WATER: { } Public { <input checked="" type="checkbox"/> } On Site</p> <p>SEWER: { } Public { <input checked="" type="checkbox"/> } On Site</p> | |

| |
|---|
| <p>PRELIMINARY PLAT REQUIREMENTS</p> <p>The following information and material must be submitted by the applicant.</p> <p>Other information may be required in some cases.</p> |
|---|

- ☐ **PRE-APPLICATION CONFERENCE:** Prior to application submission for major and minor subdivisions, the applicant shall meet with the City Planner to discuss the proposed development activity and the Preliminary/Final Plat procedure. Please call (907) 424-6220 for an appointment.
- ☒ **Application.** The application must be signed by the owner(s) and include all information requested on the application form.
- ☒ **Application fee.** (\$2300)
- ☒ **Submit one (1) 24" x 36" print of the preliminary plat and ten (10) 11" x 17" reduced copies.** Scale not less than 1" = 20'

The preliminary plat must include:

- ☒ A topographical map of area to be subdivided *Not Available*
- ☒ The location of present property and section lines, streets, buildings, lakes and watercourses;
- ☒ Any existing water mains and culverts within the tract or immediately adjacent thereto. The location and size of the nearest water main are to be indicated in a general way upon the plat;
- ☒ The proposed location and width of streets, alleys, lots, building and setback lines and easements;
- ☒ The title under which the proposed subdivision is to be recorded and the name of the subdivider platting the tract;
- ☒ The names and adjoining boundaries of all adjoining subdivision and the names of recorded owners of adjoining parcels of unsubdivided land and vicinity sketch at a legible scale;
- ☒ A north arrow, scale and date of map;

Memorandum

To: City Council
From: Planning Staff
Date: 3/2/2016
Re: Resolution 03-16-13 – Vacation of a portion of Davis Avenue Right of Way

PART I – GENERAL INFORMATION

Requested Actions: Vacation of Right of Way
Applicant: Travis Yarbrough and Martin & Lisa Koker
Parcel Number: Right of Way
Zoning: Medium Density Residential District
Area: Area to be vacated is approx. 940 square feet

PART II – BACKGROUND

Travis Yarbrough and Martin & Lisa Koker submitted an application to vacate a portion of the right of way adjacent to the intersection of Davis Avenue and Third Street (see Location Map A). The portion is approximately 940 square feet.

3/8/2016 Public Hearing P&Z meeting

No Comments were made on the vacation of ROW request

3/8/2016 Regular meeting resolution 16-02 approving the vacating of a portion of the Davis ROW

M/McGann S/Baenen to approve Resolution 16-02.

Upon voice vote, resolution passed 5-0.

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

Absent: **Baenen, Frohnapfel**

PART III – APPLICABLE CRITERIA

13.24.060 - Final order granting or denying a petition.

B. Council Approval. No vacation of a city street or other public area may be made without the approval of the city council by resolution. The city council shall, by resolution, either approve or reject the resolution of the planning commission. The city clerk shall promptly mail such resolution to the petitioners.

PART IV – SPECIAL CONDITIONS

1. The replat will combine all lots owned by the two adjacent property owners into two lots.
2. The surveyor will identify the new property corners. The applicant will notify the Utility Companies. The Utilities will have 10 days upon notification to verify if utilities are located on the property to be vacated and determine easement needs. The applicant will provide written acknowledgment from the utilities of the notification to the City Planning Staff.

PART V – SUGGESTED MOTION

“I move to approve Resolution 03-16-13.”

Location Map A



Location Map B
Re-platted Property after Vacation



**CITY OF CORDOVA, ALASKA
RESOLUTION 03-16-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE CITY OF CORDOVA PLANNING & ZONING COMMISSION'S
RESOLUTION 16-02 AND AUTHORIZING THE VACATION OF A PORTION OF THE
DAVIS AVENUE RIGHT-OF-WAY**

WHEREAS, pursuant to 13.24.030 a public hearing shall be held on a petition to vacate a ROW, the City of Cordova Planning and Zoning Commission held a public meeting on the vacation request on March 8, 2016; and

WHEREAS, the Planning and Zoning Commission has determined that the proposed vacation would not result in any of the conditions listed in Section 13.24.050 (B) of the Cordova Municipal Code; and

WHEREAS, pursuant to 13.24.060 (B) no vacation of a City street or other public area may be made without the approval of the City Council by resolution; and the City Council shall, by resolution, either approve or reject the resolution of the Planning and Zoning Commission; and

WHEREAS, the Planning and Zoning Commission approved Resolution 16-02 at its March 8, 2016 regular meeting and in so doing found that it is in the City's best interest to vacate said right-of-way.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby approves Planning & Zoning Commission Resolution 16-02 and authorizes the vacation of a portion of the Davis Avenue right-of-way.

PASSED AND APPROVED THIS 23rd DAY OF MARCH 2016.

Clay Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

**CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 16-02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,
ALASKA AUTHORIZING THE VACATION OF A PORTION OF DAVIS AVENUE OF THE
ORIGINAL TOWNSITE OF CORDOVA**


WHEREAS, pursuant to Section 13.24.060A of the Cordova Municipal Code, the Planning Commission has reviewed a petition received from Travis Yarbrough and Martin & Lisa Koker for the vacation of a portion of Davis Avenue; and

WHEREAS, the Planning Commission has determined that the proposed vacation would not result in any of the conditions listed in Section 13.24.050B of the Cordova Municipal Code; and

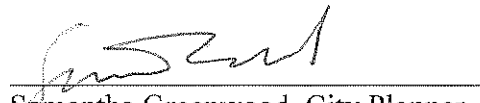
WHEREAS, the Planning Commission has determined that a condition of the vacation will be that the replat will combine all lots owned by the two adjacent property owners into two lots.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby authorize the vacation of a portion of Davis Avenue of the Original Townsite of Cordova.

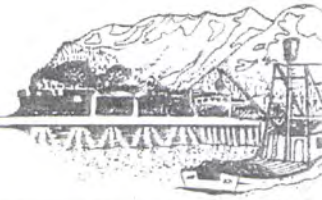
PASSED AND APPROVED THIS 8TH DAY OF MARCH, 2016


Tom Bailer, Chair

ATTEST:


Samantha Greenwood, City Planner

CITY OF CORDOVA



VACATION OF RIGHT-OF-WAY APPLICATION CITY OF CORDOVA

INSTRUCTIONS

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

| APPLICANT INFORMATION | |
|---------------------------------|-----------------------------|
| Name | TRAVIS L. YARBROUGH |
| Address | PO BOX 804 CORDOVA AK 99574 |
| Telephone [home] | 907-424-3689 |
| Business Name | N/A |
| Business Address | N/A |
| Telephone [business] | N/A |
| Business FAX | N/A |
| Project architect/engineer | NONE AT THIS TIME |
| Address of architect/engineer | NONE " |
| Telephone of architect/engineer | NONE " |

| PROPERTY/PROJECT INFORMATION | |
|-------------------------------|-------------------------|
| Address of subject property | 401 THIRD ST |
| Parcel identification number | |
| Property owner [name/address] | CITY |
| Current zoning | RESIDENTIAL STREET |
| Proposed use | RESIDENTIAL USE PARKING |
| Construction start date | ? |

| ZONING APPLICATION | |
|---|-----------------|
| Owner of property (if different than applicant). If multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheet if necessary. | CITY OF CORDOVA |
| Real Estate Firm/Broker handling sale of property. Provide name and address. Note: 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. | NONE |
| City Business License Permit Number (if applicable) | |

| APPLICANT CERTIFICATION | |
|---|-----------------------------|
| <p>By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate. Furthermore, I (we) hereby authorize the City and its representatives to enter the property associated with this application for purposes of conducting necessary site inspections.</p> | |
| By: <u>Travis L. Yarbrough</u> (Signature) | By: _____ (Signature) |
| Name: <u>TRAVIS L. YARBROUGH</u> (Type/Print) | Name: _____ (Type/Print) |
| Date: <u>1-8-2016</u> | Date: _____ |
| <p>Appeal Procedures: A decision of the Planning Commission may be appealed to the Board of Adjustment. An appeal must be filed in writing with the City Clerk within ten (10) days of the decision. In accordance with the procedures outlined in Section 18.64.030 of the City of Cordova Zoning Code.</p> | |

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

ZONING APPLICATION continued

Project/Request Description Page:

- 1 Please describe your request in complete detail. Feel free to add additional pages and/or drawings, maps, photographs of the site, and other documentation that might be helpful to the Planning Commission as they make a decision on your request.
- 2 If you are requesting a dimensional variance, you must include a basic site plan drawing showing the location of your property lines, existing and proposed buildings, existing and proposed easements, building setbacks, and other items necessary to adequately and accurately show the nature of your request.
- 3 In order to receive a zoning compliance permit, you must meet the standards of the relevant zoning code. **PLEASE REFER TO THE FOLLOWING PAGES OF THIS APPLICATION FOR A COPY OF THE RELEVANT SECTION STANDARDS.**

Please describe your request. Add additional pages, drawings and required information.

I WOULD LIKE TO PURCHASE THIS PROPERTY
FROM THE CITY TO USE FOR OFF STREET
PARKING. PUT UP A CAR PORT.

THERE WILL BE SOME EXCAVATION TO
ACCOMPLISH THIS.

SEE ENCLOSED SURVEYS

VACATION OF RIGHT-OF-WAY STANDARDS 13.24.050

The Planning and Zoning Commission may only forward an approval to City Council if the Commission finds that ALL of the following 10 standards are satisfied. A resolution granting the petition shall be submitted to the City Council for approval, within seven (7) days after issuance by the Commission.

1

Explain how the proposed VROW will not result in a substantial detriment to vehicular or pedestrian traffic circulation.

Third Street is closed at Davis Street

2

Explain how the proposed VROW will not interfere with the rights of access to any private property.

IT WILL CREATE AN EXTENSION TO A CORNER LOT

3

Explain how the proposed VROW will not inhibit access for fire protection or any emergency purpose, or interfere with utility lines or service.

IT WILL BE TAKEN TO CONSIDERATION SERIOUSLY IF THERE IS A PERMITTED STRUCTURE IS TO BE BUILT.

4

Explain how the proposed VROW will not obstruct or diminish significant view, or eliminate a view point

CORNER LOT ON DEAD END THIRD STREET

5

Explain how the proposed VROW will not eliminate street space adjacent to an existing or proposed public facility, such as a park, where retention of the street might be of advantage to the public facility.

RESIDENTIAL AREA NO PARKS

6

Explain how the proposed VROW will not cause the removal of significant natural features, or detriment the scale of character of surrounding development.

SAME AS ABOVE

VACATION OF RIGHT-OF-WAY STANDARDS 13.24.050 continued

7

Explain how the proposed VROW will not cause a substantial adverse affect upon any element of the comprehensive plan.

PERSONAL PARKING

8

Explain how the proposed VROW will not require a substantially greater cost to develop alternate access routes.

IS NOT SUBJECT TO OTHER ROUTES

9

Explain how the proposed VROW will not cause the release of a street area in any situation in which the future development or use of such street area and any property of which it would become a part, is unknown.

THIS INTERSECTION IS VERY HAZZARDOUS
WHEN OPEN ON ACCOUNT OF THE STEEPNES
OF THE STREETS. I HOPE IT WOULD NEVER
OPENED UP ON ACCOUNT OF MY HOUSE LOCATION

10

Lastly, explain how the proposed VROW will, on the basis of findings, be in the city's best interest.

NOT USED AREA WILL BE TAXED.
IT WILL CREATE OFF STREET PARKING.

OTHER REQUIREMENTS

Describe why you wish the city to vacate the street right-of-way:

FOR PERSONAL USE

Existing use of subject right-of-way:

STREET AREA NEVER USED

Proposed use of subject right-of-way:

PARKING AREA FOR POSSIBLE CAR PORT

Dimensions of area to be vacated:

Width: 25 ft.

Depth: 33' ft.

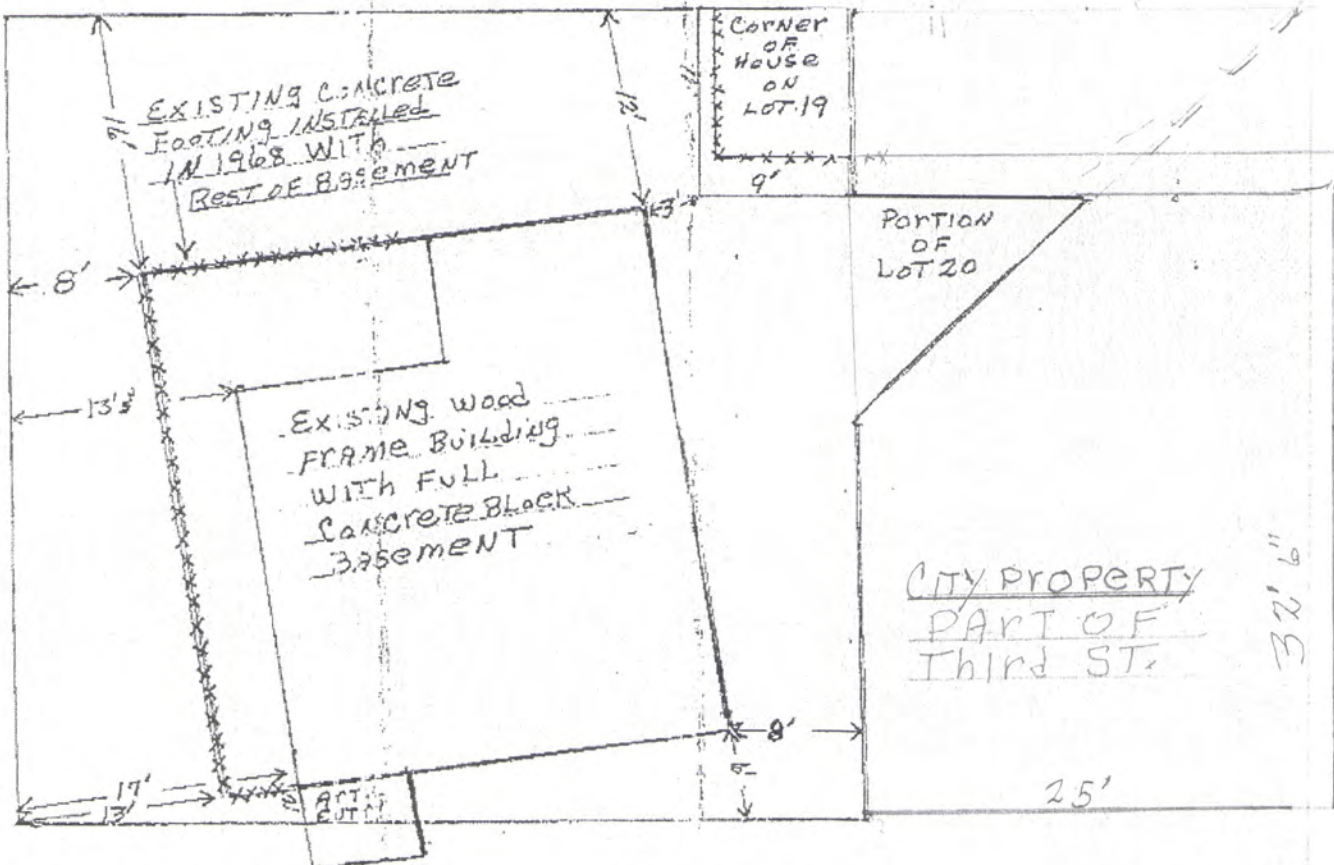
Total Area APPROX 700 S.F.

Glaude Yarbrough
Cordeiro, Alaska 99574

1" = 10'

WEST HALF.

LOT 20

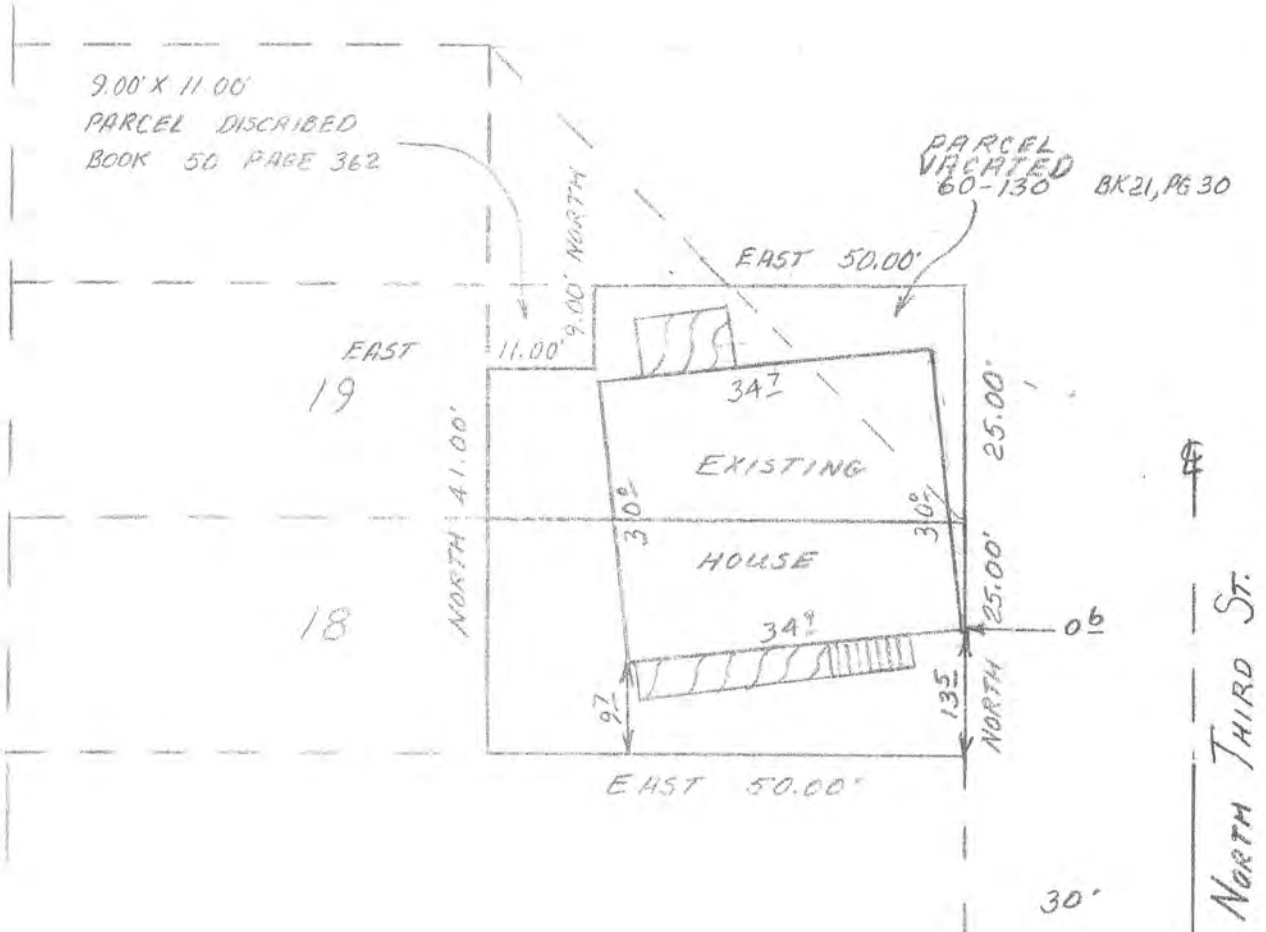


EAST 1/2 LOTS 18 & 19 AND PORTION OF LOT 20
LESS NORTH WEST PORTION OF LOT 19 BLOCK 9

401 Third Street
60 FT STREET

| | |
|--|--|
| PROPOSED FINISHED FLOOR ELEV. (ASSUMED) | |
| PROPOSED BUILDING CORNER ELEV. (ASSUMED) | |
| ZONING DISTRICT | |
| FRONT BUILDING SETBACK | |
| SIDE BUILDING SETBACK | |
| REAR BUILDING SETBACK | |

Survey AFTER Remodel



SURVEY CERTIFICATION

PLOT PLAN

I hereby certify that I have physically surveyed the lot shown and described hereon, and that I have found or established all of the lot corners as shown on the plan and to the best of my knowledge and abilities, all dimensions have been measured true and correct.

FOUNDATION AS-BUILT

I, Robert E. Johns, Jr., hereby certify that I have performed an As-Built survey of the foundation on this lot and that all the dimensions and information as shown hereon are true and no encroachments exist unless shown otherwise.

FINAL STRUCTURE AS-BUILT

I, Robert E. Johns, Jr., hereby certify that I have performed an As-Built survey of the structure on this lot and that all the dimensions and information as shown hereon are true and no encroachments exist unless shown otherwise.



Prepared by
Robert E. Johns, Jr. & Assoc.
Professional Land Surveyors
1700 BRINK DR.
ANCHORAGE, ALASKA 99504

| | | |
|------------------------|---------------|--------------------|
| Scale: 1" = 20' | Rec. Lot S.F. | Rec. Plat File No. |
| Date Surveyed: 5-25-05 | Drawn by: REJ | Checked by: REJ |
| Date Drawn: 6-1-05 | Grd: Cordova | W.O. 25-147 |

Legal Description:

East 1/2 of Lots 18 & 19, Block 9
Original Townsite

- SURVEY TYPE**
- ☐ LOT SURVEY
- ☐ FOUNDATION AS-BUILT
- ☐ FINAL STRUCTURE AS-BUILT
- ☐ PLOT PLAN . . . AS-BUILT . . . LOT SURVEY . . . TOPOGRAPHY
- ☒ AS-BUILT . . . NO CORNERS SET ☐ RECERTIFICATION AS-BUILT . . . NO CORNERS SET

PLOT PLANS & LOT SURVEYS

IT IS THE RESPONSIBILITY OF THE BUILDER OR OWNER, PRIOR TO CONSTRUCTION, TO VERIFY PROPOSED BUILDING GRADE RELATIVE TO FINISHED GRADE AND UTILITY CONNECTIONS AND TO DETERMINE THE EXISTENCE OF ANY EASEMENTS, COVENANTS OR RESTRICTIONS WHICH DO NOT APPEAR ON THE RECORDED SUBDIVISION PLAT.

| SYMBOLS | |
|--------------------|-------------------|
| * SET REBAR | EXISTING PROPOSED |
| o FOUND REBAR | DRAINAGE |
| 100' ASSUMED ELEV. | WOOD FENCE |
| | METAL FENCE |
| | ASPHALT |
| | CONCRETE |
| | WOOD DECK |

NOTE:

ONLY THOSE IMPROVEMENTS ABOVE GROUND AND VISIBLE WILL BE SHOWN. FENCES, WELLS, SEPTIC CLEANOUTS, SIDEWALKS, DRIVEWAYS, ETC., ARE SHOWN IN THEIR APPROXIMATE LOCATION, ONLY. SNOW MAY PREVENT SOME IMPROVEMENTS FROM BEING SEEN AND LOCATED. ALL DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.

UNDER NO CIRCUMSTANCES SHOULD AN AS-BUILT BE USED FOR CONSTRUCTION OR FOR ESTABLISHING BOUNDARY OR FENCE LINES.
THE SURVEYOR TAKES RESPONSIBILITY FOR THE INITIAL TRANSACTION ONLY AND ASSUMES FINANCIAL LIABILITY ONLY FOR THE COST OF THE SURVEY.
LISTED DISTANCES PREVAIL OVER SCALING. REPRODUCTION MAY CAUSE ERRORS IN SCALE.

Memorandum

To: City Council
From: Planning Staff
Date: 3/14/2016
Re: Site Plan Review – Northern Fish Products DBA Prime Select

PART I – GENERAL INFORMATION

Requested Actions: Site Plan Review
Applicant: Northern Fish Products DBA Prime Select
Owner Name: Northern Fish Products DBA Prime Select
Address: 210 Jim Poor Ave.
Legal Description: Lot 9, Block 1, Cordova Industrial Park
Parcel Number: 02-060-217
Zoning: Waterfront Industrial District
Lot Area: 24,000 sq. ft.

PART II – BACKGROUND

Northern Fish Products DBA Prime Select is proposing to place modular bunkhouse units on their existing lot.

3/8/2016 P&Z regular meeting

M/Pegau S/Kocan to recommend to the City Council to approve the Site Plan Review requested by Northern Fish Products DBA Prime Select to place modular bunkhouse units on Lot 9, Block 1, Cordova Industrial Park based on the findings and with the special conditions as contained in the staff report.

Upon voice vote, motion passed 4-0.

Yea: **Bailer, Pegau, Roemhildt, Kocan**

COI: **McGann**

Absent: **Baenen, Frohnappfel**

PART III – REVIEW OF APPLICABLE CRITERIA & SUGGESTED FINDINGS

18.42.010 - Purpose.

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

PART IV – SUGGESTED SPECIAL CONDITIONS

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

PART V – SUGGESTED MOTION

“I move to approve resolution 03-16-14.”

Attachment A – Location Map



**CITY OF CORDOVA, ALASKA
RESOLUTION 03-16-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE SITE PLAN FROM NORTHERN FISH PRODUCTS DBA PRIME
SELECT TO PLACE MODULAR BUNKHOUSE UNITS ON LOT 9, BLOCK 1,
CORDOVA INDUSTRIAL PARK**

WHEREAS, Northern Fish Products dba Prime Select has submitted a Site Plan Review to place modular bunkhouse units; 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”; and

WHEREAS, the Site Plan has been reviewed by the Planning Commission and is being forwarded to City Council with the following special conditions in place:

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

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby approves the Site Plan from Northern Fish Products dba Prime Select to place modular bunkhouse units on Lot 9, Block 1, Cordova Industrial Park.

PASSED AND APPROVED THIS 23rd DAY OF MARCH, 2016.

Clay Koplin, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

SITE PLAN REVIEW - ZONING APPLICATION CITY OF CORDOVA

INSTRUCTIONS

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

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

| APPLICANT INFORMATION | |
|---------------------------------|---|
| Name | MARK HOFFMAN |
| Address | 5419 155 th AVE KPN LAKEBAY WA |
| Telephone [home] | 253-884-3976 |
| Business Name | HOFFMAN GENERAL |
| Business Address | 5419 155 th AVE KPN LAKEBAY WA |
| Telephone [business] | 253-973-1402 |
| Business FAX | 253-884-1290 |
| Project architect/engineer | R+M CONSULTANTS |
| Address of architect/engineer | 9101 Vanguard Drive, Anchorage AK |
| Telephone of architect/engineer | 907-646-9603 |

| PROPERTY/PROJECT INFORMATION | |
|-------------------------------|--------------------------------|
| Address of subject property | 210 JIM POOR AVE CORDOVA |
| Parcel identification number | 02-060-217 |
| Property owner [name/address] | NORTHERN FISH dba PRIME SELECT |
| Current zoning | WATERFRONT INDUSTRIAL |
| Proposed use | CREW QUARTERS |
| Construction start date | APRIL 1, 2016 |
| WAA | HOFFMAN |

| ZONING APPLICATION | |
|---|--|
| Owner of property (if different than applicant). If multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheet if necessary. | NORTHERN FISH 3911 So 56th TACOMA WA 98349 |
| Real Estate Firm/Broker handling sale of property. Provide name and address. Note: 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. | NA |
| City Business License Permit Number (if applicable) | APPLICATION + FEE SUBMITTED |

| APPLICANT CERTIFICATION | |
|---|-----------------------------|
| <p>By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate. Furthermore, I (we) hereby authorize the City and its representatives to enter the property associated with this application for purposes of conducting necessary site inspections.</p> | |
| By: <u>Mark Hoffman</u> (Signature) | By: _____ (Signature) |
| Name: <u>MARK HOFFMAN</u> (Type/Print) | Name: _____ (Type/Print) |
| Date: <u>2-26-2015</u> | Date: _____ |
| <p>Appeal Procedures: A decision of the Planning Commission may be appealed to the Board of Adjustment. An appeal must be filed in writing with the City Clerk within ten (10) days of the decision. In accordance with the procedures outlined in Section 18.64.030 of the City of Cordova Zoning Code.</p> | |
| CITY USE ONLY - PLEASE DO NOT WRITE IN THIS SECTION | |
| ITEM | ACTION |
| Date application received: | |
| Fee paid: | |
| Does application require a public hearing? | |
| Planning Commission: | |
| City Council: | |
| Staff review date/reviewer name: | |
| Planning Commission final action: | |
| City Council final action: | |
| Other: | |

SITE PLAN REVIEW 18.42

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

1. Please describe the proposed construction/alteration and intended use: Install 40'x48' x 10'h modular crew quarters
2. Please give dimensions and square footage of construction: 40x48 - 1920 sq ft
3. Intended use: { } Single Family { } Duplex { } Multifamily {X} Commercial/Industrial
{ } Home Occupation (describe) _____ { } Mobile Building { } Change of use
4. No. of Living Units: 2 5. No. of Bedrooms: 6
6. Has a variance been granted? { } Yes {X} No
7. Is there a new: { } Garage? { } Carport? NO Is it attached to the residence? { } Yes {X} No
8. Is there an apartment above the garage? { } Yes {X} No
9. Off-street parking: Existing 4 Proposed 0
10. Required Setbacks: Front 20 Left Side 0 Right side 0 Rear 0 Height ?
11. Proposed Setbacks: Front 30 Left Side 10 Right side 60+ Rear 20 Height 10'
12. Sewage Disposal:
{ } Private marine outfall: { } Existing {X} New Specify owner/location: SEE SITE PLAN
{ } Private on-site sewer: { } ADEC Certification Attached

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

13. Water supply: { } Cistern (show on site plan) {X} City
14. Is the construction occurring on a grandfathered structure (build prior to August 7, 1967)? NO
15. Is there a building currently on the property? {X} Yes { } No
If YES, an As-built survey must be attached.
16. Which licensed surveyor will be doing your foundation/as-built Survey? R+M CONSULTANTS
17. Is your driveway exit and adjoining roads shown on the site plan? {X} Yes { } No
Are you building a new driveway that exits onto a State road or highway? { } Yes {X} No
If YES, an ADOT Driveway Permit is required. (See bottom page 4)
18. Does this property contain drainages, creeks, wetlands, or other water features? { } Yes {X} No
Does your lot abut salt water? { } Yes {X} No
Have you or will you be using fill to develop your lot? {X} Yes { } No

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

19. Is this permit for a tax-exempt use? { } Yes {X} No
20. Has a Conditional Use Permit been issued? { } Yes {X} No
21. Is this permit for a mobile building? { } Yes {X} No
Year _____ Model _____ Serial No. _____
22. Is your property within a Flood Plain or Coastal Zone? (see staff for interpretation) NO
Elevation Certificate/Flood Hazard form attached

APPLICATION INFORMATION

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

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

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

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

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

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

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

Seismic Zone: D

State-Owned Roads in Cordova

Lake Avenue

Power Creek Road

Copper River Highway/New England Cannery Road

Whitshed Road

Prime Select Seafoods

210 Jim Poor, Cordova Ak

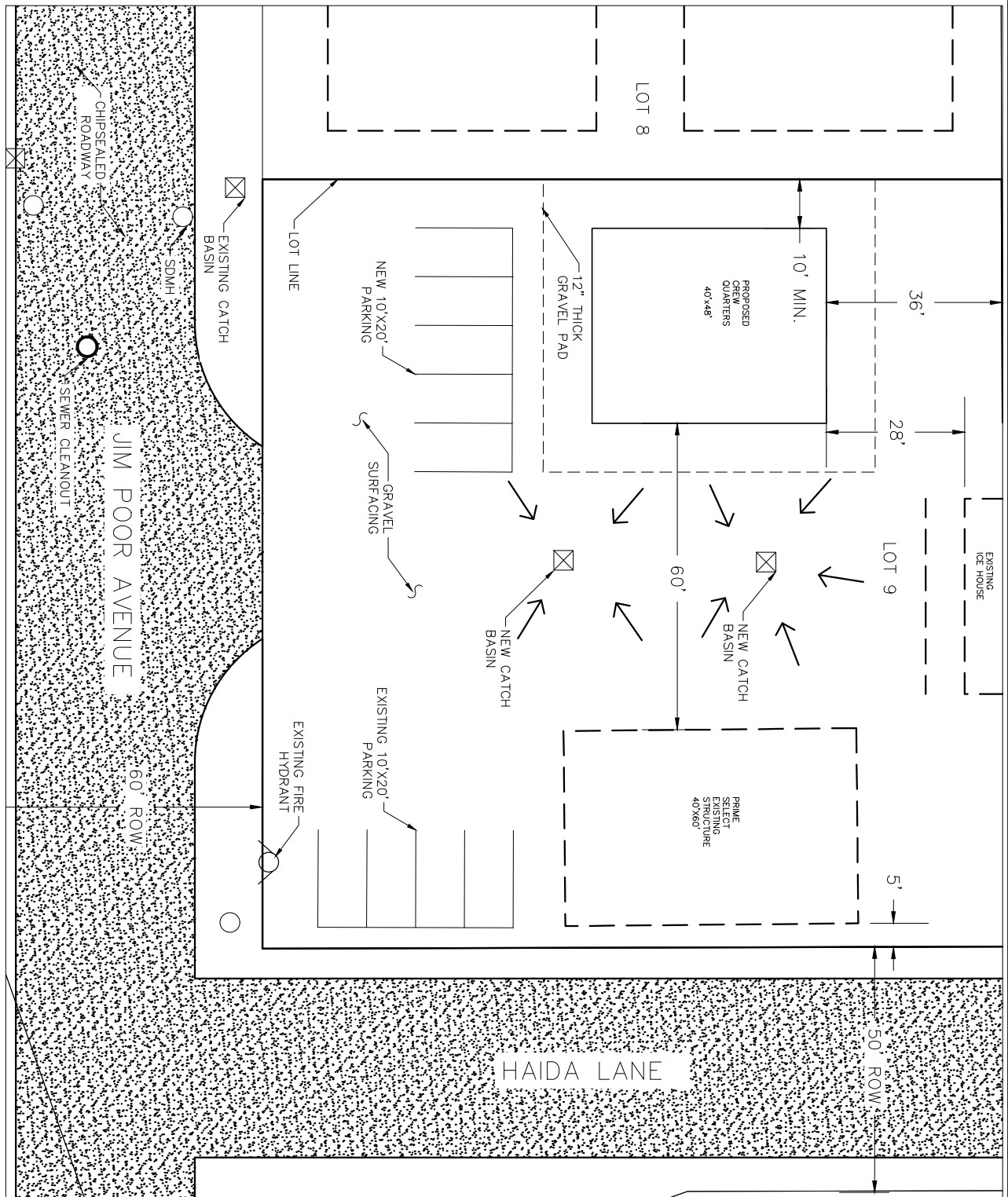
Snow Removal Plan

Prepared 3-1-2016

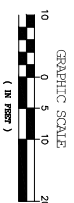
- 1) Prime Select has limited operations from October through April of any given year. Snow removal during those months would be limited to the minimum required to maintain our facilities and safety to the public. We would employ local expertise to load out and remove snow from the site.
- 2) During our operational months April through September, in the event of significant snow accumulation, we would employ local expertise resources to remove snow from parking, operational areas, pedestrian ways, and other areas to maintain a safe and efficient work site.

Prepared by;

Mark Hoffman, representing Prime Select Seafoods/ Northern Fish Products & Affiliated Companies



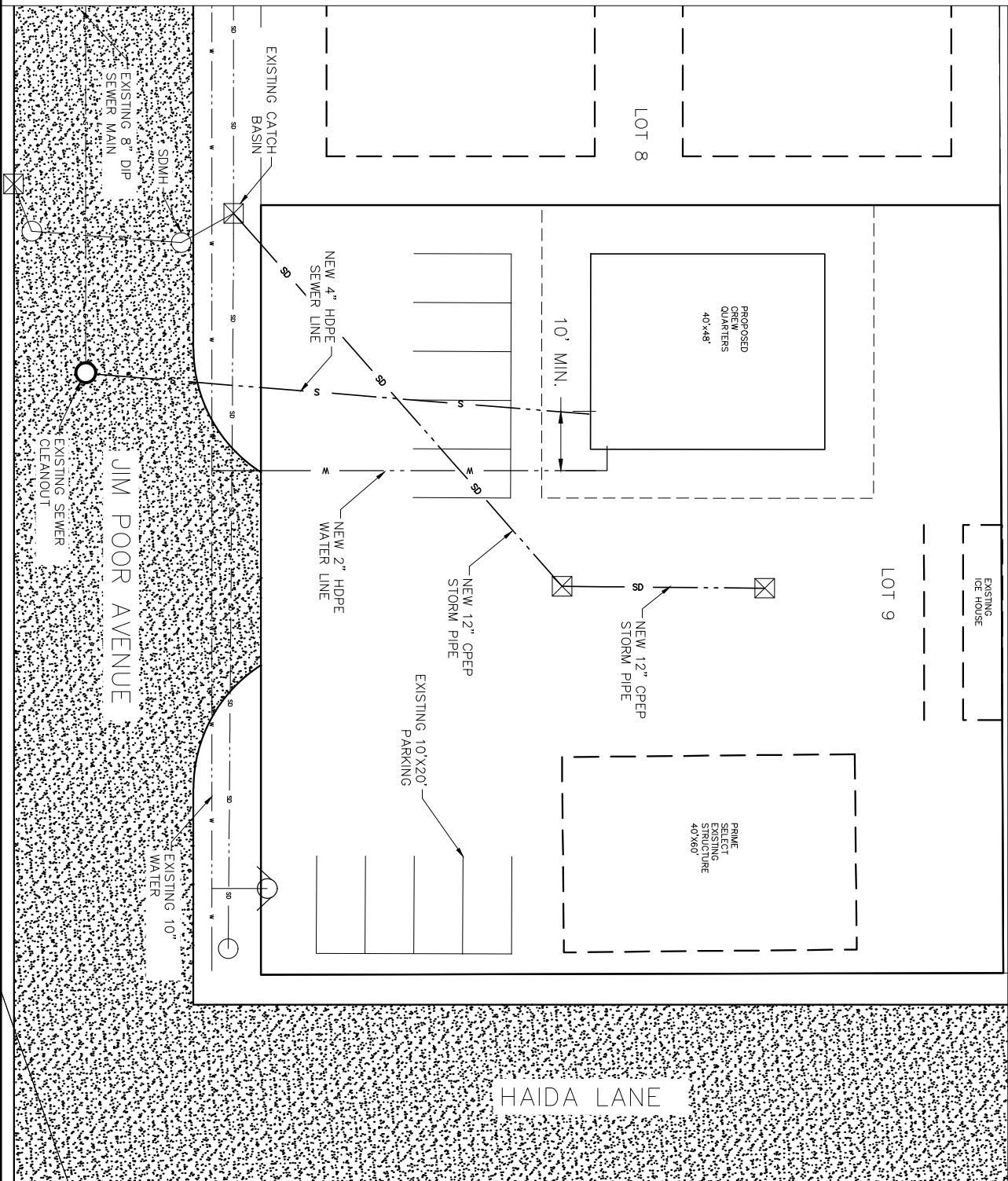
- NOTES:
1. GRADE LOT TO DRAIN AWAY FROM STRUCTURES.



R&M CONSULTANTS, INC.
 3100 Langford Drive, Suite 200, Cordova, Alaska 99571
 Phone: 907.323.1207 • Fax: 907.323.1463
 www.rmcinc.com • email@rmcinc.com

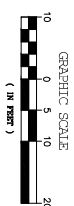
HOFFMAN GENERAL INC.
 PRIME SELECT CORDOVA
 MODULAR HOUSING INSTALLATION

SITE PLAN



NOTES:

1. LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
2. CONNECT TO EXISTING SERVICES WITH APPROVED ELEVATIONS FROM THE CITY OF CORDOVA.



HOFFMAN GENERAL INC.
PRIME SELECT CORDOVA
MODULAR HOUSING INSTALLATION
UTILITY PLAN



**CITY OF CORDOVA, ALASKA
RESOLUTION 03-16-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA, AUTHORIZING A TRANSFER OF \$196,828.96 FROM THE GENERAL FUND
RESERVE TO CORDOVA COMMUNITY MEDICAL CENTER IN ORDER TO FUND
SHORT TERM OPERATIONAL EXPENSES**

WHEREAS, the City of Cordova (City) and Cordova Community Medical Center (CCMC) are partners in providing healthcare services in Cordova; and

WHEREAS, CCMC has needs to pay for ongoing operational expenses; and

WHEREAS, the City has supported CCMC with loans in the past to support these needs; and

WHEREAS, the City and CCMC have agreed that these funds are intended to be repaid to the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Cordova, Alaska, that by this resolution, it does authorize the transfer of \$196,828.96 from the General Fund Reserve to Cordova Community Medical Center in order to fund short term operational expenses.

PASSED AND APPROVED THIS 23rd DAY OF MARCH, 2016

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



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

CITY OF CORDOVA

Office of City Manager

March 23, 2016

Memo to City Council

Re: RFP #16-02 Baler Work Rooms and Safety Upgrades – Approval to Negotiate

CMC 5.12.040 “Council approval of contracts”:

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

- A. The identity of the contractor:** Eagle Contracting Corp, PO Box 1128, Cordova, AK
- B. The contract price:** not to exceed \$85,000 for Base Bid, \$15,000 for Alternate 01, \$5,000 for Alt 02, \$10,000 for Alt 03, and \$5,000 for Alt 04 making a combined total of \$120,000.
- C. The nature and quantity of the performance that the city shall receive under the contract:** Contractor shall demo old rooms and construct four new work/office rooms in the Baler, per Base Bid. Alt 01 is repair main bay lighting, Alt 02 is repair corroded electric conduit, Alt 03 is furnish two new Cardboard Room doors, and Alt 04 is install roof snow stops.
- D. The time for performance under the contract:** start on/about 01April2016 and conclude not later than 31Aug2016.

Three proposals were received on 08Mar16. JKM of Anchorage proposed the Base Project at \$209,379; Wolverine Supply of Wasilla is at \$189,000; and Eagle Contracting of Cordova is at \$85,000. The attached Proposal Tabulation shows these numbers and the four alternates. There is currently insufficient funding to consider awarding Alternates 02, 03, and 04.

I recommend the City Manager be authorized by Council to negotiate a contract with Eagle Contracting to provide design-build services as set forth in RFP#16-02 for a total contract price not to exceed \$100,000.00 for the Base Project and Alt 01, per the attached Fiscal Note.

Recommended action: Voice Vote. “I move to direct the City Manager to negotiate a contract with Eagle Contracting Corporation, Cordova, AK to provide design-build services per RFP#16-02 for a sum not to exceed one hundred thousand dollars and zero cents (\$100,000.00) for Base Bid and Alt 01 (repair main bay lighting), per the attached Fiscal Note.”

Randy Robertson
City Manager

City of Cordova
Fiscal Note

Date: 03/23/2016

Agenda Date: 03/23/2016

| | |
|--|---|
| Amount: \$100,000.00 | Subject: Baler Upgrades by Eagle Contracting Corp per RFP#16-02 |
| Fiscal Impact: Yes | |
| Budgeted: Yes, \$86,000.00 | Resolution/Ordinance # n/a |
| From Account#: 605-415-58830 Baler Bldg Upgrades per 2016 City Budget, p. 59 | |
| To Account#: | |
| Prepared by: R. Rogers | |

| Expenditures | FY 2016 | FY 2017 | FY 2018 |
|--------------------------------------|----------------|----------------|----------------|
| Contractual | \$100,000.00 | | |
| Supplies | | | |
| Equipment | | | |
| Travel | | | |
| Land/Structure | | | |
| Grants | | | |
| | | | |
| | FY 2016 | FY 2017 | FY 2018 |
| Revenue | | | |
| | | | |
| Funding Source | FY 2016 | FY 2017 | FY 2018 |
| General Fund Reserve | | | |
| Budget 605-415-58830 | \$86,000.00 | | |
| Budget – Refuse Enterprise Fund Misc | \$14,000.00 | | |

Additional Information

This is a 5 month contract to provide design-build services for new work rooms, locker room, and office space at the Baler with four alternates to repair bay lighting, corroded conduit, storage room doors, and roof snow stops.

Base Bid (work rooms) plus Alt 1 (repair bay lighting) add up to \$100,000.00. Alts 2 (repair conduit) and Alt 3 (new doors for Cardboard Room) and Alt 4 (roof snow stops) are currently unfunded and will be put “on hold pending funding”.

RFP #16-02 SUMMARY
City of Cordova
Baler Work Rooms and Safety Upgrades
Cordova, Alaska

Date: 3/8/16

Time: 4:00PM


Location: City Hall

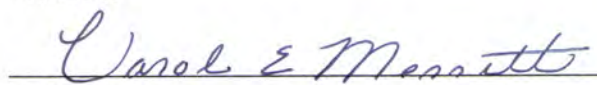
PRESENT: Leif Stavig Aaron Munta, CAROL MERRITT

3 proposal(S) RECEIVED:

| Name: | AMOUNT: |
|-------------------------|--------------------|
| JKM General Contractors | Base: \$209,379.00 |
| | Alt#1: \$13,699.00 |
| | 2: \$11,096.00 |
| | 3: \$14,297.00 |
| | 4: \$1,241.00 |
| Wolverine Supply | Base: \$189,000.00 |
| | Alt#1: \$15,500.00 |
| | 2: \$14,750.00 |
| | 3: \$8,200.00 |
| | 4: \$10,000.00 |
| Eagle Contracting | Base: \$85,000.00 |
| | 1: \$15,000.00 |
| | 2: \$5,000.00 |
| | 3: \$10,000.00 |
| | 4: \$5,000.00 |


Witness


Witness


Witness

Susan Bourgeois

From: Mary Little <barrow@gci.net>
Sent: Thursday, February 25, 2016 9:30 PM
To: Susan Bourgeois
Subject: Council Packet
Attachments: Seamans - Council.docx

Feb 10, 2016

To: Cordova City Council

From: Mary Little, PO Box 1183, Cordova

Re: Disposal of Library/Museum Property

It is my understanding that you will be considering the bids for the Library/Museum property. I would like to state my support of the bid from Seaman's Hardware.

This local business has a proven track record of producing sales revenue for the City of Cordova and I believe it will be the highest & best use of this land.

This is the only proposal that will provide a turnkey business in the shortest amount of time, there is very little speculation with this choice.

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

Mary Little

Representing:

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

From: mary bishop [mailto:bishopmary@yahoo.com]
Sent: Wednesday, March 16, 2016 10:04 AM
To: Susan Bourgeois <cityclerk@cityofcordova.net>
Subject: ATS1004

To: Cordova City Council
From: Mary Anne Bishop, 700 Fourth Street, Cordova

Date: March 15, 2016
RE: ATS 1004

I am writing to urge you to respect and support the vote by Planning and Zoning on 8 March to **not dispose** of a portion of the publicly-owned tidelands in ATS1004. Four years ago first Planning & Zoning and then City Council ignored concerns by the citizens of Cordova about the development of lands in ATS1004. As a result, there was a referendum petition, it went to the ballot, and the citizens of Cordova voted NOT to sell a portion of ATS1004. Since that vote the City of Cordova has not engaged with the Citizens of Cordova to determine the highest and best use of these tidelands. And because the City has not taken the time engage with the public, a one paragraph letter of interest is potentially being given more weight than the will of Cordova's voters. Last week the citizens of Cordova voted NOT to sell the publicly owned breakwater fill lot. Two votes in four years have rejected ordinances to sell publicly owned waterfront.

These kinds of battles at the ballot box could be avoided if City Council would agree that it is time to engage with the Citizens of Cordova on a new Master Plan for Cordova that includes a comprehensive and detailed plan for Cordova's waterfront including the breakwater fill lot, ATS1004, and the 50 acres of tidelands recently acquired from the State.

I know that despite the City Planner's repeated requests to begin revising the plan, it has not gone forward because of the cost. I suggest the estimated \$100,000 cost of revising the plan be taken from the permanent fund. My understanding is that proceeds from previous public land sales have gone into the permanent fund. Therefore, it is logical that if the current City budget cannot afford the cost of revising the plan, it should be paid for from the permanent fund and thereby not impact the City budget. Once again, I urge Council to **not dispose of ATS 1004** and furthermore, to begin as soon as possible a public planning process for the waterfront.

Memorandum

To: City Council
From: City Manager
Date: 2/23/2016
Re: Facility Contractors Lease with Option to Purchase Contract and Ordinance - Lots 12 through 18, block 6, Original Townsite (Museum Library)

PART I – BACKGROUND

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

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

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

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

22. Council action regarding disposal of Library / Museum Building

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

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

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

01/5/15 – RFP closed

1/12/16 – At the Planning Commission Regular Meeting, the commission discussed the proposals and referred the item back to staff.

2/9/16 – P&Z Public Hearing public comments were heard on the proposals

2/9/16 – At the Planning Commission Regular Meeting, the commission made the following motions:

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

M/Kocan S/McGann to amend the main motion by striking “all seven proposals” and inserting “the proposals from Facility Contractors, Seaman's Hardware, and Cannery Row.”

Upon voice vote, motion to amend passed 4-0.

Yea: **Bailer, McGann, Baenen, Kocan**
COI: **Roemhildt**

Upon voice vote, main motion passed 4-0.
Yea: **Bailer, McGann, Baenen, Kocan**
COI: **Roemhildt**

PART II – GENERAL INFORMATION

Attached is the Ordinance and the Lease with Option to Purchase. The terms in this lease with option to purchase have been reviewed by Facility Contractors. Major terms summarized below.

- Base rent will be \$4,208.34 monthly– **Section 3**
- Lease term 30 years – **Section 2**
- 3 years after commencement date rental rate will be adjusted by the CPI to include the last 3 years and annually thereafter
- Authorized uses constructing/remodeling and maintaining building as described in Exhibit B **Section 4A**
- Building/remodel must be completed within 3 years or lease is/may be terminated **Section 5B**
- Purchase may occur at any point during term of lease once a building is established **Section 20A&D**
- Purchase price of \$505,000 will remain valid through the first 3 years of lease. **Section 20E**
- If building and land are purchased within 7 years of lease commencement date lease payments will go towards purchase price **Section 20E**
- If property is purchased **after** 7 years of lease commencement date lease payments will **not** go towards purchase price **Section 20E**
- City has right of first refusal **Section 20I**

PART III – SUGGESTED MOTION

“I move to adopt Ordinance 1142.”

**CITY OF CORDOVA, ALASKA
ORDINANCE 1142**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY YEAR LEASE
AGREEMENT WITH FACILITY CONTRACTORS, LLC, WHICH INCLUDES AN
OPTION TO PURCHASE, FOR CITY PROPERTY DESCRIBED AS LOTS 12
THROUGH 18, BLOCK 6, ORIGINAL TOWNSITE**

WHEREAS, it is in the City of Cordova's best interest to lease property described as Lots 12 through 18, Block 6, Original Townsite See Exhibit A ("Property") to Facility Contractors, LLC, for the uses specified in the lease agreement between the City of Cordova, Alaska ("City") and Facility Contractors, LLC attached to this ordinance as Attachment A ("Lease"); and

WHEREAS, it is also in the City's best interest to offer an option to purchase to Facility Contractors, LLC, upon the terms provided in the Lease.

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

Section 1. The City Manager is authorized and directed to lease the Property to Facility Contractors, LLC in accordance with the terms in the Lease as attached as Exhibit A to this ordinance. The form and content of the Lease now before this meeting is in all respects authorized, approved and confirmed by this ordinance, and the City Manager hereby is authorized, empowered and directed to execute and deliver the Lease reflecting the terms in the Lease 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 Lease as executed.

Section 2. The disposal of the property interest 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.

Section 3. This ordinance shall be enacted in accordance with Section 2-13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

1st reading: March 2, 2016

2nd reading and public hearing: March 23, 2016

PASSED AND APPROVED THIS 23rd DAY OF MARCH, 2016.

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Attachment A

**CITY OF CORDOVA
Cordova, Alaska**

LEASE WITH OPTION TO PURCHASE

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

RECITALS

WHEREAS, the City owns the parcels of land with improvements thereon in Cordova, Alaska generally described as Lots 12-18, Block 6, Original Townsite, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises");

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

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

1. LEASE OF PREMISES

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

2. LEASE TERM

The Lease Term will be 30 years, commencing on [REDACTED], 2016, (the "Commencement Date") and terminating at 11:59 p.m. on [REDACTED], 2046, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

3. RENT

A. Base Rent. The annual rent for the first three years of the Lease Term will be Fifty Thousand Five Hundred Dollars(\$50,500.00) or Four Thousand Two Hundred Eight Dollars and thirty-four cents (\$4,208.34) in twelve monthly installments ("Base Rent"). Base Rent is due on the first day of each calendar month during the Lease Term. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 21.E of this Lease, or at any other place the City directs in writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent

to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and will pay, before delinquency and without reimbursement, all costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including, without limitation, those costs, expenses, and obligations identified in Section 7 and all other sums, costs, expenses, taxes, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (collectively the "Additional Charges").

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

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

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

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining the project detailed in the site development plan (Exhibit B). The Lessee shall give prior written notice to the City of any proposed changes to the site plan that are in furtherance of its authorized uses, and such changes are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent.

B. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time to inspect the use and condition of the Premises; to serve, post, or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents

C. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses, and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on, or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on, or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

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

5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

A. Development Plan. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached site development plan by Lessee will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 21.E. The Lease does not confer any approval of or substitute for any approval process required in Cordova Municipal Code. Rather it is Lessee's responsibility to

ensure the site development plan complies with all city code requirements and procedures.

B. Substantial Completion. Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B and described by 1 and 2 of that document. by _____, 2019, which is three (3) years after the Lease's Commencement Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), whose footprint is outlined in the site development plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Lessee has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Lessee fails to substantially complete the construction of the project set forth in the site development plan by _____, 2019, Lessee will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 12.

6. REPRESENTATIONS AND WARRANTIES

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

7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

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

OPERATIONS, MAINTENANCE, UTILITIES, TAXES, & ASSESSMENTS

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

8. LIENS

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

9. INDEMNIFICATION

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

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

Lessee shall defend, indemnify, and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any claims,

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

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

10. INSURANCE

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

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

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

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

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

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Before commencement of the Lease Term, Lessee shall provide the City with proof of the insurance required by this Section 10, except where noted above.

11. OWNERSHIP AND REMOVAL OF THE FACILITIES

Unless Lessee exercises its Option (defined in Section 20) (in which case all improvements made by Lessee shall continue to be owned by Lessee), the facilities on the Premises are and shall remain the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the option of the City, title to and ownership of the facilities shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its option, and without cost or charge to the City. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

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

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

12. DEFAULT AND REMEDIES

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

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

ii. The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including, but not limited to, any real

property, personal property, or sales tax if such failure is not cured within thirty (30) days after written notice has been given to Lessee;

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

iv. An assignment for the benefit of Lessee's creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing, or other initial event;

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

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

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

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

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

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

i. Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of

Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal;

ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's expense, all without service of notice or resort to legal process, which Lessee waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Lessee's default. If Lessee does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises with process of law and without a breach of the peace and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

iii. Declare this Lease terminated;

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

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

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

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

13. SUBSIDENCE

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

14. VACATION BY LESSEE

Upon the expiration or sooner termination of this Lease, Lessee shall peaceably vacate the Premises and the Premises shall be returned to the City by Lessee together with any alterations, additions, or improvements, unless the City requests that they be removed from the Premises. Upon such vacation, Lessee shall remove from the

Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed, or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for these expenses.

15. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensating Lessee or any other party, including the right of ingress and egress to and from the Premises for the construction, operation, and maintenance of utilities and access, provided that Lessee shall be compensated for the taking or destruction of any improvements on the Premises, and provided further that the City's designation will not unreasonably interfere with Lessee's improvements or use of the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

16. SIGNS

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

17. HOLDING OVER

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

18. EMINENT DOMAIN

If the whole or any part of the Premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu

thereof by a public body vested with the power of eminent domain, then the following provisions shall be operative:

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

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

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

19. COSTS

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

20. BUYER'S OPTION TO PURCHASE

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

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

C. Exercise of Option. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 21.E, at least sixty (60) days prior to the date Lessee intends to exercise the Option.

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

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$505,000.00 ("Purchase Price") until the third anniversary of the Commencement Date. If Lessee exercises its Option to purchase the Premises after the third anniversary of the Commencement Date, the Purchase Price will be adjusted to the current fair market value, as reasonably determined by Alaska Appraisal & Consulting Group or by a mutually

agreed upon Appraisal Company licensed by the State of Alaska, excluding all improvements completed by Lessee under this Lease. In the event that Lessee exercises the Option on or before _____, 2023, which is seven (7) years after the Lease's Commencement Date, payment due at Closing to the City ("Closing Payment") will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the City under this Lease. In the event that Lessee exercises the Option after _____, 2023, which is seven (7) years after the Lease's Commencement Date, the Closing Payment will equal the Purchase Price, and the Closing Payment will not be reduced by any Base Rent payments paid by Lessee to the City under this Lease.

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

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

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

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

i. Lessee may accept an offer for the sale or other disposition of the Premises only if it is made subject to the City's right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the "Purchase Offer"), Lessee will present a copy of the Purchase Offer and acceptance

to the City by written notice at the address set forth in Section 21.E. The City will then have sixty (60) days to either agree to purchase the Premises on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal. The City shall give written notice of its decision to exercise or decline to exercise its right of first refusal to Lessee at the address set forth in Section 21.E no later than sixty (60) days after being presented with a copy of the Purchase Offer.

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

21. MISCELLANEOUS

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

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

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

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

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

TO CITY:

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

TO LESSEE:

Facility Contractors, LLC
P.O. Box 2034
Cordova, Alaska 99574

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY: **CITY OF CORDOVA**

By: _____

Its: _____

LESSEE: **FACILITY CONTRACTORS, LLC**

By: _____

Its: _____

Exhibit A



Exhibit B
Development Plan

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

January 5, 2016



PROPOSAL FOR LIBRARY / MUSEUM PROPERTY

Additional Required Information.

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

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

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

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

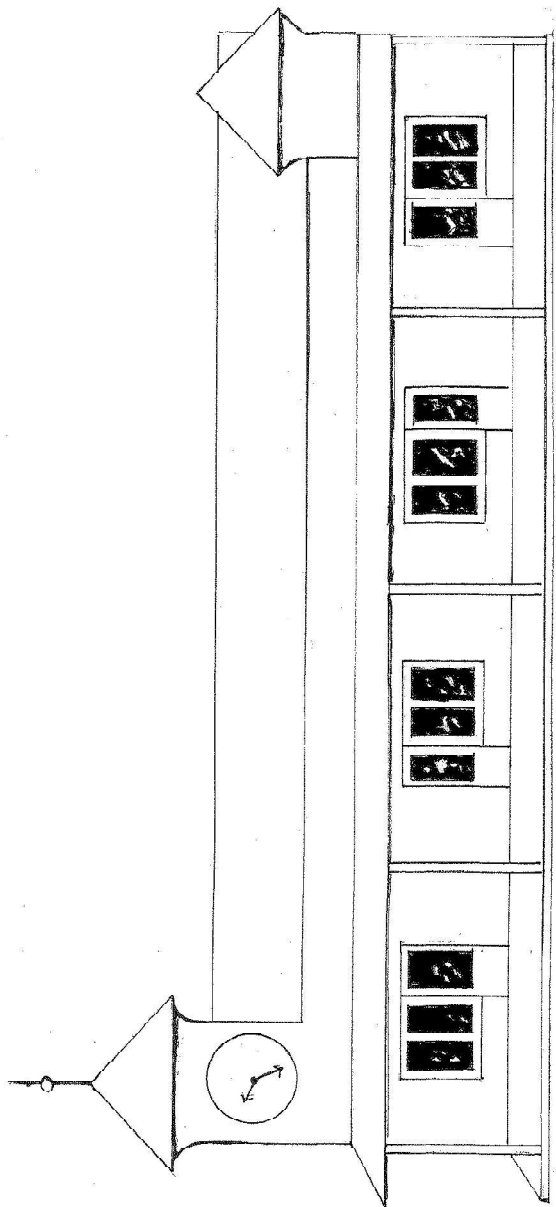
2. The total interior square footage of the development will be 5500 square feet, with an additional 2500 square feet of covered walkway around the square and through the courtyard. The courtyard in the center of the square will contain approximately 2000 square feet of usable open air space which will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

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

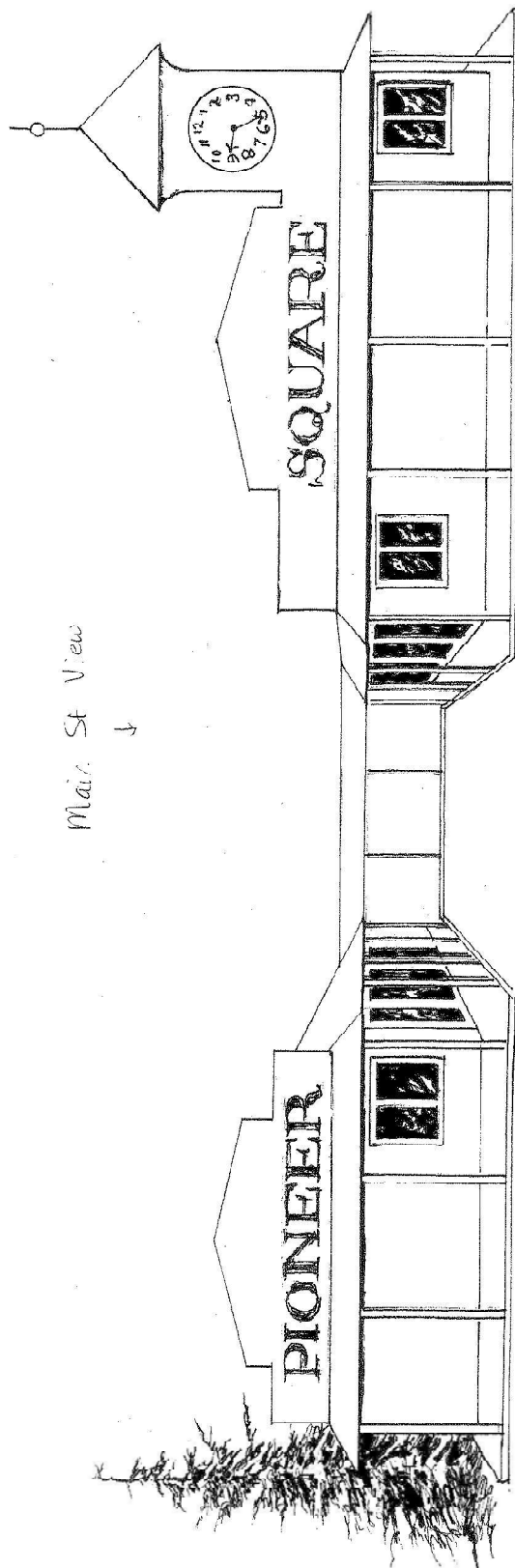
3. Attached is an elevation sketch of the proposed Pioneer Square and a plan view drawing showing the layout of the development.
4. The creation of Pioneer Square on lots 12-18 will be a benefit to 1: existing small businesses, 2: potential business start-ups, 3: businesses requiring the use of a certified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

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

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



↑
Adams St. View



↓
Main St. View

A Memo from Susan Bourgeois, CMC, City Clerk

DATE: March 14, 2016
TO: Mayor and City Council and the public
SUBJECT: Ordinance 1143

City Council passed Resolution 02-16-08 on February 17, 2016 which gave staff direction to begin the process of working toward an elected HSB. The transition to that end can begin with an ordinance adoption to first remove the language that make the City Council the Health Services Board. Mayor Kacsh has put this ordinance forward for Council consideration with the hopes that the City Attorney would review it for consistency and legality before the second reading.

At first reading, it was amended slightly to allow for a partial board of appointed members and seated council members until such time as it becomes an entirely elected board.

Required action: Majority roll call vote on second reading.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1143**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AMENDING CORDOVA MUNICIPAL CODE SECTION 15.20.010, REPEALING CORDOVA
MUNICIPAL CODE SECTION 15.20.010 (E), AND ENACTING CORDOVA MUNICIPAL
CODE SECTION 15.20.015 TO PERMIT REGISTERED VOTERS IN CORDOVA, ALASKA
TO SERVE ON THE HEALTH SERVICE BOARD**

WHEREAS, on February 17, 2016 City Council passed Resolution 02-16-08 directing staff to begin the necessary steps towards creation of an elected Health Services Board; and

WHEREAS, the resolution speaks to this as being a transition toward a fully elected board; and

WHEREAS, Council's intent is to retain some of the board as is for historical perspective while transitioning in members of the public in hopes of encouraging them over the course of a year to become interested in running for elected office when the HSB becomes an elected board in March 2017.

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

Section 1. Portions of Cordova Municipal Code Title 15 are hereby amended, repealed and enacted as follows.

15.20.010 - Community health services board.

- A. There shall be a board known as the community health services board ~~which shall be composed of all the members of the city council~~ **consisting of seven members. Only residents of the city who qualify as municipal voters pursuant to Section 2.08.010 herein shall be entitled to serve on the Health Services Board. Some members of the board shall be nominated by the mayor and confirmed by the council until such time that others can be elected.** No employee of the CCMC or the administrator shall be eligible to serve on the board.
- B. A subcommittee of the board comprised of three board members shall be appointed by a majority of the board to provide guidance to the mental health and alcohol programs and develop and present the mental health and alcohol budget to the board.
- C. General Powers. Subject to state and municipal law, the board shall be responsible for the operations of CCMC and shall prescribe the terms under which patients shall be admitted to CCMC. Standards of operation shall be established and enforced, to the extent possible, by the board. The powers of the board may be delegated to a contract administrator with approval by a majority of the board.

D. Organization. The board shall elect annually from its members a president, a vice-president and secretary and such other officers as it deems necessary. The board shall establish such committees and shall assign such duties and responsibilities to the committees as it deems necessary.

~~E. Removal. A member of the board shall be removed upon removal of that member from the council.~~

~~FE.~~ Meetings. The board shall meet quarterly in concurrence with the first council meeting in January, April, July, and October at a time and place to be designated by the board, and notice of and agenda of all meetings shall be posted at a public location in the CCMC, and at the city hall. Any two members of the board may schedule a meeting at any time when they determine such a meeting is necessary. All meetings of the board shall be open to the public; except that the board may meet in executive session, pursuant to notice, to discuss:

1. Matters the immediate knowledge of which would clearly have an adverse effect upon the finance of the government unit;
2. Subjects that tend to prejudice the reputation and character of any person; provided, that the person may attend the discussion and request a public discussion;
3. Matters which, by law, municipal charter or ordinance, are required to be confidential;
4. Matters involving consideration of governmental records that by law are not subject to disclosure;
5. Direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations.

~~GF.~~ Reports. The board shall, on or before sixty days prior to the end of the fiscal year, submit a detailed and itemized estimate of revenues and a detailed and itemized budget for the next fiscal year to the city council.

~~HG.~~ Membership in Association. The board may maintain membership in any local, state, or national group or association organized and operated for the promotion of the public health and welfare or the advancement of the efficiency of medical center and community health facilities administration and in connection therewith, pay dues and fees thereto.

(Ord. No. 1106, § 1, 2-20-2013)

15.20.015 - Absences to terminate membership.

A. If a board member is absent from more than one-half of all the regular meetings of the health services board held within the period of one year, without being excused from attending such meetings, the chair of the board shall declare the board member's seat vacant. The board shall determine whether any absence is excused.

B. For purposes of this section, an absence will be considered excused if due to the following causes and shall require approval by the board at the next regularly scheduled meeting:

1. The illness or injury of the board member or a family member;
2. The death of a family member;
3. An employment-related commitment;
4. A commitment for city business; or
5. Other good cause approved by the board.

C. Whenever possible, absences should be noticed to the board chair prior to the meeting for purposes of securing a quorum at the meeting.

D. A board member may participate in a board meeting by teleconference.

Section 2: This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

1st reading: March 2, 2016
2nd reading and public hearing: March 23, 2016

PASSED AND APPROVED THIS 23rd DAY OF MARCH, 2016

Clay Koplin, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Memorandum

To: City Council
From: Planning Staff
Date: 3/15/2016
Re: Acceptance of Land Disposal Criteria

PART I – GENERAL INFORMATION

2/11/16 - City Council held a Joint Work Session with the Planning Commission to review Land Disposal Criteria. The commission agreed to review the criteria at their next Regular Meeting.

3/8/16 – The Planning Commission passed Resolution 16-03 (Attached). From the Planning Commission Regular Meeting unapproved minutes:

M/McGann S/Roemhildt to approve Resolution 16-03.

McGann said that he doesn't see any need to change the criteria, however they could work on how they use the criteria so that they all use it in a similar manner. On the criteria that have a value or number, they should try to use a ratio rather than top one gets 10, the next gets 9, the next gets 8. **McGann** said the best way to avoid liability is to use findings. He thinks they need to explain why they rank items the way they do. **Pegau** agreed that they should keep the criteria the way it is. He was concerned that since the last resolution wasn't repealed, there would be two resolutions.

Bailer said he would like to see more value on the proposal price. **Pegau** said that the proposal price was a one-time thing. The commission agreed to change the multiplier to 1.5 for the proposal price. **Bailer** said he thinks that sends a strong symbol to anyone purchasing land that the two most important things are the base price and the value of improvements. The commission agreed to change the multiplier for the comprehensive plan to 1.

Bailer asked if the last RFP required elevation drawings. **Stavig** said that the RFP has the criteria and cover pages which contains additional requirements. He did not think elevations were required. **McGann** said that if someone doesn't have a relationship with an architect or have CAD capabilities, 30 days is a crunch. **Greenwood** said that they could make elevation and conceptual drawings a requirement of the RFP. **McGann** asked if they wanted to increase the number of days the proposal was out to 45 days. **Bailer** said before they put an RFP out, they should specify how long they want it to go out for. **Stavig** said that they must specify any additional RFP requirements when they are considering the letter of interest, as once they make their recommendation to put property out for proposals, it doesn't come back. **Bailer** suggested that all RFPs from this point on go out to the public for 45 days. The commission concurred.

Pegau said the criteria for consistency with the comprehensive plan, it is all or nothing. **McGann** said the five-year business plan was similar. **Pegau** said there were differences in quality in business plans as some have looked like wishful thinking. **Bailer** asked how the commission approaches the importance to the community criteria. **Pegau** said that with the Library/Museum disposal, that was the one criteria that he thought the public testimony would change because it demonstrated the public thought differently than him. Part of that criteria is his personal view of what the community needs and the other part is the feedback he gets. **McGann** said it was subjective and they had to go with their gut and make findings that justify their score. **Kocan** said there was a lot of public feedback and he tried to use that in his ranking. **Bailer** said they had a lot of letters, but there were a lot of letters from those who wanted to start a business. It's important to

the city to expand their tax base. He doesn't think they should all have the same view on that criteria as that is why there are seven people on the commission.

Pegau asked what level of detail the elevation drawings needed to be in. **Bailer** said they had to keep in mind that they aren't trying to sell it to people, the people are trying to buy it from them. It is up to the proposers to put their best foot forward. The more detail they can give them, the better chance they will get a better score. **Pegau** said all he would need to know is that elevation drawings need to be drawn to scale from all four sides.

Bailer said when it comes to the criteria, in the past they did a roll call for their scores. If there were differences in numbers, they would stop and discuss. If they all had similar scores, they wouldn't debate it. **McGann** said they should come up with a simple one-sentence finding for each score. **Pegau** said he doesn't think there is a need to try to equalize each commissioner's score, as long as each person justifies the scores they gave with their findings.

Roemhildt said that the sales tax revenue criteria seems to be all speculation. **Pegau** said if there was a North Fill property and there were proposals for a personal shop, public storage, and a repair shop, one would not bring sales tax, one would be a fixed amount, and one would have a business plan.

Bailer said to recap everyone will complete a criteria for each proposal, they will do a roll call for the total score for all proposals to narrow it down, and if there are multiple proposals at the top they will roll call for each criteria. **Bailer** said that with the last set of proposals he did the criteria and waited a few days and did it again and came up with similar scores.

M/McGann S/Pegau to amend the resolution so the multiplier in the criteria for proposal price is 1.5 and for consistency with the comprehensive plan is 1.

Upon voice vote, resolution passed 5-0.

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

Absent: **Baenen, Frohnappfel**

Upon voice vote, resolution passed 5-0.

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

Absent: **Baenen, Frohnappfel**

PART II – SUGGESTED MOTION

“I move City Council accept Planning Commission Resolution 16-03.”

**CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 16-03**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,
ALASKA RECOMMENDING LAND DISPOSAL EVALUATION CRITERIA TO THE CITY
COUNCIL OF THE CITY OF CORDOVA, ALASKA**

WHEREAS, the Planning Commission of the City of Cordova is directed by the Cordova Municipal Code Section 5.22.060(E); "A request for proposals to lease or purchase city real property shall specify the criteria upon which proposals will be evaluated and the minimum rent or purchase price. All proposals submitted in response to a request for proposals shall be reviewed by the planning commission, which shall make a recommendation to the city council to accept or decline any or all of the proposals. The city council shall review the proposals and the planning commission's recommendation and accept or decline any of the proposals;" and

WHEREAS, the Planning Commission has determined that creating weighted evaluation criteria for land disposal will assist the commission in formulating a recommendation of a proposal to city council that is deemed most appropriate and beneficial for the City of Cordova; and

WHEREAS, the Planning Commission has determined that the each proposal will be evaluated on the following criteria. Each criteria will be scored from 1-10. The multiplier will be applied to the rankings to determine final score; and


WHEREAS, the Planning Commission has identified these criteria as important criteria in determining the proposal that will benefit the citizens of Cordova:

| <u>Criteria</u> | <u>Multiplier</u> | <u>Proposal Rank 1-10</u> | <u>Proposal Subtotal</u> |
|-------------------------------------|--------------------------|----------------------------------|---------------------------------|
| Value of Improvements | 1.75 | | |
| Number of Employees* | 1 | | |
| Sales Tax Revenue* | 1 | | |
| Importance to Community | 1.75 | | |
| 5 Year Business Plan | .75 | | |
| Enhanced Architectural Design | 1.25 | | |
| Proposal Price | 1.5 | | |
| Consistency with Comprehensive Plan | 1 | | |
| Total | 10 | | |

*Residential properties will not be not be evaluated using these criteria.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend land disposal evaluation criteria to the City Council of the City of Cordova, Alaska.

PASSED AND APPROVED THIS 8TH DAY OF MARCH, 2016


Tom Bailer, Chair

ATTEST:


Samantha Greenwood, City Planner

Memorandum

To: City Council
From: Planning Staff
Date: 3/15/2016
Re: Land Disposal of a Portion of ATS 1004

PART I – GENERAL INFORMATION

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

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

2/9/16 – At the Planning Commission Regular Meeting, the letter of interest was referred to the Harbor Commission for their input.

2/18/16 – From the Harbor Commission Special Meeting unapproved minutes:

Harbor Commission action regarding letter of interest for disposal of a portion of ATS 1004.

M/Loforte, S/Betts a recommendation to Planning and Zoning, to recommend to City Council, to negotiate an agreement with Skip Jensen to lease or purchase a portion of ATS 1004.

Discussion:

Jones Wanted to know why they needed so much land for a 70,000 sq. ft. building. ***Betts*** responded that if Trident North could have 20 acres for their building, they would be happy. ***Beedle*** said his concern is that whatever is decided in the area, he does not want the Shipyard to get corked from future expansion and felt that a minimum of 5 acres for the Shipyard would be adequate. ***Wiese*** agreed with Beedle. ***Loforte*** agreed that 5 acres would be enough room for expansion. ***Betts*** agreed with the 5 acre recommendation. ***Jones*** said that 5 acres sounded good and there was also the potential that the city would gain other uplands from the removal of fill from the other side of the road.

Vote on motion: 5 yeas, 0 nays, Motion was approved.

3/8/16 – From the Planning Commission Regular Meeting unapproved minutes:

M/Roemhildt S/Bailer to recommend to City Council to dispose of a portion of ATS 1004 as depicted in the staff report for fair market value as outlined in the Cordova Municipal Code 5.22.060 B by negotiating an agreement with Skip Jensen to lease or purchase the property.

Roemhildt said that the letter of interest was vague. He doesn't think it is the best use for that area. ***McGann*** said he wasn't sure about the acreage; he didn't calculate five acres. ***Bailer*** said this was just the start of the process, this wasn't the place for that level of detail. ***Greenwood*** said that it was an estimate, they didn't survey it out. The letter of interest is the start of 5.22. She has never seen a letter where a plan was spelled out in detail.

Pegau said he went through the comprehensive plan which references the waterfront master plan, which is from 1995. The plan actually said they should abandon the shipyard. At this point, they need to get the harbor plan, the comprehensive plan, and the waterfront master plan in alignment.

Bailer said he sees the issue as win-win. Its five acres for needed shipyard expansion. **Tony Schinella**, Harbormaster, said they could use the expansion right now. **Bailer** said another cannery would be welcome in town as it is a big economic impact. He likes the letter of interest. **Pegau** said he had concerns that the motion was not competitive and that the lot had been bid on before. **Bailer** said most of the time they request sealed proposals, which opens the property up for anybody.

Upon voice vote, motion failed 1-4.

Yea: **Bailer**

Nay: **McGann, Pegau, Roemhildt, Kocan**

Absent: **Baenen, Frohnappfel**

PART II – APPLICABLE CRITERIA

5.22.060 DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.

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

- 1. Negotiate an agreement with the person who applied to lease or purchase the property;*
- 2. Invite sealed bids to lease or purchase the property;*
- 3. Offer the property for lease or purchase at public auction;*
- 4. Request sealed proposals to lease or purchase the property.*

PART III – STAFF RECOMMENDATION

Staff recommends that the 5 acres adjacent to the boat haul area be excluded from the disposal process.

PART IV – SUGGESTED MOTION

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

Choose one of the following to insert for the asterisk:

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

Location Map



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

Hi Samantha.

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

From: skip jensen [<mailto:fvrhema@mail.com>]
Sent: Tuesday, January 19, 2016 8:57 PM
To: Sam Greenwood <planning@cityofcordova.net>
Cc: Mark Ashmore <Marka@green-werkes.com>; David Bensimon <davidbensimon81@gmail.com>
Subject: Re: RE: RE: RE: RE: potential tidelands

Hi Sam,

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

My local mailing address is,
PO Box 365,
City

Email: fvrhema@mail.com

Phone: 907 424 7168 and Cell: 253 7168

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: March 15, 2016
TO: Mayor and City Council
SUBJECT: Election of a Vice Mayor

Per charter section 2-2

... At the first meeting after the time prescribed for the beginning of the terms of newly elected council members, or as soon thereafter as practicable, the council **shall elect one of its members vice mayor**, who shall serve as such **until the next such first meeting**. The vice mayor shall only act as mayor during the absence or disability of the mayor, or, if a vacancy occurs in the office of mayor, until another mayor is appointed by the council and is qualified. The vice mayor when presiding over the council as acting mayor, shall have a vote only as a council member. If the office of vice mayor becomes vacant, the council shall elect, from its members, another vice mayor for completion of the unexpired term.

RECOMMENDED MOTION: Move to nominate Council member _____ to serve as Vice Mayor until the first meeting after the certification of the 2017 Regular City Election.

REQUIRED ACTION: Majority voice vote.

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: March 14, 2016

TO: Mayor and City Council, Public

SUBJECT: Council Member Bailer sponsored item re dogs

Council member Bailer asked Mayor Kacsh for an item that would give staff direction to bring the necessary code change to adopt the attached state policy into City Code.

Required action: Council motion which gives clear direction to staff.

MEMORANDUM

Department of Labor and Workforce Development

BY CODE
MOTION TO ADOPT STATE
POLICY ON SERVICE ANIMALS
WITHIN MUNICIPAL BUILDINGS

State Americans with Disabilities Act (ADA) Coordinator's Office

TO: Department
Commissioners & ADA
Coordinators

DATE: July 12, 2007

PHONE: 465-6929

FROM: Don Brandon
State ADA Coordinator

SUBJECT: State Policy on Service Animals

STATE POLICY ON SERVICE ANIMALS

It is the policy of the State that:

A. No qualified individual with a disability shall be excluded, by reason of such disability, from participation in or be denied the benefits of the services, programs, or activities of a state agency, or be subjected to discrimination by any such agency.

B. No agency shall discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and any other term, condition, and privilege of employment.

C. Each agency shall operate each of its services, programs, and activities so that a service, program, or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

SERVICE ANIMAL DEFINITION AND DESCRIPTION

Regulations implementing the ADA define a service animal as any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including but not limited to: guiding individuals with impaired vision; alerting individuals with impaired

hearing to intruders or sounds; providing minimal protection or rescue work; and pulling a wheelchair or fetching dropped items. If the animal meets this definition, then it is considered a service animal under the ADA regardless of its licensure or certification by a state or local government.

Service animals perform some of the functions and tasks that the individual with a disability cannot perform independently. "Seeing eye dogs" are one type of service animal used by some individuals who are blind. This is the type of service animal with which most people are familiar. However, there are service animals that assist persons with other kinds of disabilities in their day-to-day activities. The service an animal provides must be directly related to the functional limitation of the person's disability.

Service animals are NOT pets. Under the ADA, animals trained and used to assist individuals with disabilities are permitted in state facilities and are granted special permission to go into areas where other animals (dogs) are usually prohibited from entering.

A service animal whose behavior poses a direct threat to the health and/or safety of others or is disruptive to the state program may be excluded, regardless of training or certification. In these cases, the agency or program should give the person with the disability the option to obtain goods and services without having the animal on the premises.

People with disabilities who use service animals cannot be charged extra fees, isolated from other members of the public, or treated less favorably than others. A state program is not required to provide care or food for a service animal or provide a special location for it to relieve itself.

ASCERTAINING STATUS AS A SERVICE ANIMAL

Some, but not all, service animals wear special collars and harnesses. Some, but not all, are licensed or certified and have identification papers. Such documentation may not be required as a condition of providing a service to an individual accompanied by a service animal. Although a number of states have programs to certify service animals, you may not insist on proof of state certification before permitting the service animal to accompany the person with a disability.

To help determine whether an individual's animal is a service animal, agency staff may ask the individual the following questions:

- Is this animal your pet, a therapy animal, or a service animal?
- Is this service animal required because of a disability recognized under the ADA? [However, you cannot ask about the nature of the disability.]
- Is your service animal certified with the Service Animal Registry of America (SARA) or the Delta Society? [Note: Certification is not required and you may not insist on proof of certification, so you may wish to eliminate this question.]
- Has the animal been individually trained to assist you? [*If not, then the animal does not qualify as a service animal.*]
- What service does this animal provide that you need to participate in this state program? (Only get general information about the individual's disability as it may assist in making reasonable arrangements for the individual and their service animal.)

REQUIREMENTS OF SERVICE ANIMALS AND THEIR PARTNERS/HANDLERS

The partner/handler must be in full control of the service animal at all times.

The care and supervision of the service animal is the sole responsibility of its partner/handler.

The service animal must be on a leash and/or under the direct control (i.e. voice or signal commands) at all times.

The partner/handler is responsible for ensuring the animal does not soil furniture, floor, carpeting, etcetera, to the extent that the state agency would charge others for similar damages they caused; the partner/handler is fully responsible for any damages caused by the animal or its waste.

THERAPY AND EMOTIONAL SUPPORT ANIMALS

Therapy and emotional support animals are not service animals. The ADA does not require that individuals be allowed to have therapy or emotional support animals accompany them in public places. A request to keep a therapy or emotional support animal in housing should be considered as a request for an accommodation and reviewed on an individual basis. An individual requesting accommodation in housing for a therapy or emotional support animal must establish that he or she has a documented medical condition and that the animal is providing essential therapeutic benefit related to that disability. Part

of the documentation for therapy animals should include a letter or prescription from a qualified doctor (i.e., psychiatrist or neuropsychologist or other qualified medical professional).

HEALTH

As outlined in Title 18 of the Alaska Administrative Code [18 AAC 36.015-60] all animals transported into the State of Alaska are required to have current health certificates (dated within 30 days of travel).

Allergies and fear of animals are generally not valid reasons for denying access or refusing service to people with service animals.

If other employees are adversely affected by the service animals presence, Supervisors may request a health certificate and that the animal meet acceptable level of cleanliness.

STATE OF ALASKA EMPLOYEES WITH SERVICE ANIMALS

Service animals allowed as a reasonable accommodation for a State of Alaska employee must also comply with reasonable accommodation policies and procedures.

Pending agenda:

HSB Quarterly regular meetings **Apr 6, 2016; July 6, 2016; Oct 5, 2016; Jan 4, 2017**

Presently the board is meeting monthly – special meetings between the regular quarterly meetings

Staff quarterly reports in packets: **April 20, 2016; Jul 20, 2016; Oct 19, 2016; Jan 18, 2017**

April (tbd) – City Attorney to present a community forum on Marijuana regulations, etc.

Capital Priorities List Meeting **Jun 1, 2016; Sep 7, 2016; Dec 7, 2016; Mar 1, 2017** – on hold due to limited (none) capital budget at state level

Joint Work Session with the **Native Village of Eyak Tribal Council** – met 11-9-15 (no City Council quorum); to meet quarterly – next tba (**February?**)

Date TBD - discussion regarding water charges at the harbor

Formation of a **marijuana**-related committee

October 1, 2016 - effective date of substitute ordinance 1137 (plastic bag and polystyrene container ban)
Council wants this on Pending Agenda so as to keep an eye on public opinion/effectiveness of the enactment of this ordinance

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, Randy Robertson, Kristin Carpenter, Native Village of Eyak Representative, Chamber of Commerce Representative, Business Community Representative, PWSSC Representative, Stage of the Tides Representative.

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Chair, Marine Advisory Program Coordinator; Chelsea Haisman; and Jeremy Botz, ADF&G

Cordova Trails Committee: Elizabeth Senear, VACANCY, VACANCY, Toni Godes, and David Zastrow

AMHS Committee: (9 member board) **1)** Steve Graves (chamber seat), **2)** Wendy Ranney (community seat), **3)** Mike Anderson (community seat), **4)** Pete Hoepfner (school seat), other seats to be filled in 2016 as names are brought forward.

Marijuana Committee: pending

Calendars:

3 months of calendars are attached hereto
Mar 2016; Apr 2016; May 2016


MARCH 2016

| | |
|-----------------|--------|
| CALENDAR MONTH | MARCH |
| CALENDAR YEAR | 2016 |
| 1ST DAY OF WEEK | SUNDAY |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---------------------|---|--|--|---|---|--|
| 28 | 29 | 1 ELECTION DAY 7am - 8pm CCA | 2 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB | 3 12:00 Mayor lunch w- chairs of bds&cms CCB | 4 | 5 |
| 6 | 7 | 8 6:30 P&Z CCB | 9 7:00 Sch Bd HSL 7:00 Harbor Cms CCB | 10 12:00 Council spec mtg CCAB - certifying election results | 11 CSD Basketball Conference Tourney @ Tok | 12 |
| 13 | 14 CSD Spring Break | 15 CSD Spring Break | 16 CSD Spring Break 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB - date changed to 3/23/16 | 17 St. Patrick's Day CSD Spring Break | 18 CSD end 3Q | 19 IFQ halibut/sablefish season opens |
| 20 | 21 | 22 | 23 6:45 Council pub hrg CCAB 7:00 Council reg mtg CCAB | 24 | 25 | 26 |
| 27 Easter Sunday | 28 Seward's Day-City Hall Offices Closed | 29 | 30 | 31 | 1 | 2 |
| 3 | 4 | Notes Legend: CCAB-Cordova Center Community Rms A&B HSL-High School Library CCA-Cordova Center Community Rm A CCB-Cordova Center Community Rm B CCM-Cordova Center Mayor's Conference Rm | | | | |


APRIL 2016

| | |
|-----------------|--------|
| CALENDAR MONTH | APRIL |
| CALENDAR YEAR | 2016 |
| 1ST DAY OF WEEK | SUNDAY |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--------|--|--|---|-----------------------------|---|
| 27 | 28 | 29 | 30 | 31 | 1 Alaska Shield Exercise | 2 Alaska Shield Exercise |
| | | | CSD parent/teacher conferences 3/30, 3/31, 4/1 | | | |
| 3 | 4 | 5 | 6 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB | 7 | 8 | 9 CSD ACT test |
| 10 | 11 | 12 6:30 P&Z CCB | 13 7:00 Sch Bd HSL 7:00 Harbor Cms CCB | 14 | 15 CSD Inservice | 16 Health Fair |
| 17 | 18 | 19 | 20 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB | 21 | 22 | 23  CHS Prom |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 1 | 2 | Notes Legend: CCAB-Cordova Center Community Rms A&B HSL-High School Library | | | | |
| | | | CCA-Cordova Center Community Rm A CCB-Cordova Center Community Rm B | CCM-Cordova Center Mayor's Conference Rm | | |

MAY 2016

| | |
|-----------------|--------|
| CALENDAR MONTH | MAY |
| CALENDAR YEAR | 2016 |
| 1ST DAY OF WEEK | SUNDAY |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--|--|--------------------|--|---------------------------------|-------------------------|--------------------------|
| 1 | 2 | 3 | 4 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB | 5 shorebird festival | 6 shorebird festival | 7 CSD SAT test |
| 8  Mother's Day shorebird festival | 9 | 10 | 11 7:00 Sch Bd HSL 7:00 Harbor Cms CCB | 12 | 13 | 14 shorebird festival |
| 15 | 16 | 17 6:30 P&Z CCB | 18 6:45 Council pub hrg (maybe) CCAB 7:00 Council reg mtg CCAB | 19 | 20 | 21 CHS Graduation |
| 22 | 23 | 24 | 25 | 26 CSD last day of School | 27 | 28 |
| 29 | 30 Memorial Day-City Hall Offices Closed | 31 | 1 | 2 | 3 | 4 |
| 5 | 6 | Notes | | | | |

Legend:
CCAB-Cordova Center
Community Rms A&B
HSL-High School Library

CCA-Cordova Center
Community Rm A
CCB-Cordova Center
Community Rm B

CCM-Cordova Center Mayor's
Conference Rm

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

MAYOR AND CITY COUNCIL - ELECTED

| seat/length of term | email | Date Elected | Term Expires |
|--------------------------|---|---|---|
| Mayor: 3 years | Clay Koplin Mayor@cityofcordova.net | March 1, 2016 | March-19 |
| Council members: | | | |
| Seat A: 3 years | James Burton, Vice-Mayor CouncilSeatA@cityofcordova.net | March 1, 2016 March 5, 2013 | March-19 |
| Seat B: 3 years | Timothy Joyce CouncilSeatB@cityofcordova.net | March 4, 2014 March 14, 2013 August 2, 2012 | March-17 filled vacancy appt to A |
| Seat C: 3 years | Tom Bailer CouncilSeatC@cityofcordova.net | March 4, 2014 | March-17 |
| Seat D: 3 years | Robert Beedle CouncilSeatD@cityofcordova.net | March 3, 2015 | March-18 |
| Seat E: 3 years | Josh Hallquist CouncilSeatE@cityofcordova.net | March 3, 2015 | March-18 |
| Seat F: 3 years | David Allison CouncilSeatF@cityofcordova.net | March 1, 2016 | March-19 |
| Seat G: 3 years | James Wiese CouncilSeatG@cityofcordova.net | March 1, 2016 | March-19 |

SCHOOL BOARD - ELECTED

| length of term | | Date Elected | Term Expires |
|----------------|--|--|--------------|
| 3 years | Bret Bradford | March 3, 2015 | March-18 |
| 3 years | Tammy Altermott | March 1, 2016 March 5, 2013 | March-19 |
| 3 years | Peter Hoepfner | March 3, 2015 March 6, 2012 March 3, 2009 March 7, 2006 | March-18 |
| 3 years | Sheryl Glasen | March 4, 2014 | March-17 |
| 3 years | Barb Jewell, President | March 1, 2016 March 5, 2013 | March-19 |
| 3 years | Vacant (appointed, non-voting) City Council Rep | | |

LIBRARY BOARD - APPOINTED

| length of term | | Date Appointed | Term Expires |
|----------------|--------------------------------|---|--------------|
| 3 years | Wendy Ranney | November-15 April-13 | November-18 |
| 3 years | Shannon Mallory | November-13 | November-16 |
| 3 years | Krysta Williams | December-14 November-11 | November-17 |
| 3 years | Kay Groff | December-14 December-11 January-09 | November-17 |
| 3 years | Mary Anne Bishop, Chair | November-13 November-10 November-06 | November-16 |

CORDOVA COMMUNITY MEDICAL CENTER – HEALTH SERVICES BOARD - with Council election

| length of term | | Date Appointed | Term Expires |
|----------------|-----------------------|----------------|---------------------|
| 3 years | James Burton | | with Council office |
| 3 years | Tom Bailer | | with Council office |
| 3 years | Tim Joyce | | with Council office |
| 3 years | James Wiese | | with Council office |
| 3 years | Robert Beedle | | with Council office |
| 3 years | Josh Hallquist | | with Council office |
| 3 years | David Allison | | with Council office |

PLANNING AND ZONING COMMISSION - APPOINTED

| length of term | | Date Appointed | Term Expires |
|----------------|-------------------------------|----------------|--------------|
| 3 years | Allen Roemhildt | January-14 | November-16 |
| 3 years | Scott Pegau | December-14 | November-17 |
| | | December-11 | |
| 3 years | John Baenen | November-15 | November-18 |
| | | December-12 | |
| 3 years | Tom Bailer, chair | November-13 | November-16 |
| | | December-11 | |
| | | November-08 | |
| 3 years | Tom McGann, vice chair | December-14 | November-17 |
| | | December-11 | |
| | | April-11 | |
| 3 years | Heath Kocan | November-15 | November-18 |
| 3 years | Mark Frohnapfel | February-15 | November-17 |

HARBOR COMMISSION - APPOINTED

| length of term | | Date Appointed | Term Expires |
|----------------|-----------------------------|----------------|--------------|
| 3 years | Robert Beedle, chair | January-14 | November-17 |
| 3 years | Greg LoForte | February-13 | November-16 |
| | | January-10 | |
| | | January-07 | |
| 3 years | Max Wiese | January-14 | November-17 |
| | | March-11 | |
| 3 years | Ken Jones | February-13 | November-16 |
| 3 years | Jacob Betts | November-15 | November-18 |

PARKS AND RECREATION COMMISSION - APPOINTED

| length of term | | Date Appointed | Term Expires |
|----------------|----------------------------|----------------|--------------|
| 3 years | Kara Johnson | February-15 | November-17 |
| | | December-12 | |
| 3 years | Miriam Dunbar | November-15 | November-18 |
| | | August-14 | |
| 3 years | Wendy Ranney, Chair | November-15 | November-18 |
| | | August-14 | |
| 3 years | Stephen Phillips | November-15 | November-18 |
| 3 years | Marvin VanDenBroek | February-14 | November-16 |
| 3 years | Karen Hallquist | November-13 | November-16 |
| 3 years | Dave Zastrow | February-15 | November-17 |
| | | September-14 | |

seat up for re-election in 2017

termed out in 2017