

**Mayor**

James Kallander

**Council Members**

Keith van den Broek

James Kacsh

David Allison

Bret Bradford

EJ Cheshier

David Reggiani

Robert Beedle

**City Manager**

Mark Lynch

**City Clerk**

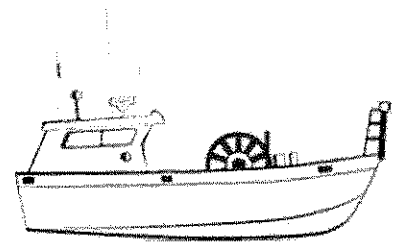
Susan Bourgeois

**Deputy Clerk**

Robyn Kincaid

**Student Council**

**COUNCIL SPECIAL MEETING  
JUNE 28, 2011 @ 7:00 PM  
LIBRARY MEETING ROOM  
AGENDA**



**A. CALL TO ORDER**

**B. ROLL CALL**

Mayor James Kallander, Council members Keith van den Broek, James Kacsh, David Allison, Bret Bradford, EJ Cheshier, David Reggiani, and Robert Beedle

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

**D. DISCLOSURES OF CONFLICTS OF INTEREST**

**E. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

1. Audience Comments regarding agenda items

**F. APPROVAL OF MINUTES**

2. Minutes of 06-01-11 Public Hearing..... (page 1)
3. Minutes of 06-01-11 Regular Meeting..... (page 2)

**G. CORRESPONDENCE**

4. Letter from Ramona Curry in re Marie Smith Jones bridge naming..... (page 6)
5. Letter from William Smith in re Marie Smith Jones bridge naming..... (page 7)
6. Postcard from Alison Bidlack in re PWSSC..... (page 8)
7. Postcard from Bill Black in re PWSSC..... (page 9)
8. Postcard from Susan Ogle in re PWSSC..... (page 10)
9. Postcard from Aurora Lang in re PWSSC..... (page 11)
10. Letter and Invoice from Alaska Municipal League..... (page 12)
11. Letter from Jai Kim in re Mile Glacier Truss Bridge..... (page 14)
12. Letter from Robert Groves in re 2010 US Census..... (page 21)
13. Postcard from Cordovan (unable to read name) in re PWSSC..... (page 22)
14. Invoice in re membership dues from Southeast Conference ..... (page 23)
15. Letter from Bill Black in re Observation Avenue intersection..... (page 24)
16. Postcard from Mark Steen in re PWSSC..... (page 26)
17. Postcard from Rochelle van den Broek in re PWSSC..... (page 27)
18. Postcard from Charles Weaverling in re PWSSC..... (page 28)
19. Postcard from Elizabeth Hahn in re PWSSC..... (page 29)
20. Letter from State Petroleum Assessor in re Oil & Gas property in Cordova..... (page 30)
21. Postcard from Amy O'Neill Houck in re PWSSC..... (page 31)
22. Letter to ADF&G Commissioner Cora Campbell..... (page 32)
23. Letter to Rear Admiral Thomas C. Ostebo in re: James and Amy Houck..... (page 33)
24. Postcard from Marina Briggs in re PWSSC..... (page 35)
25. Postcard from Sharon Ermold in re PWSSC..... (page 36)

**H. NEW BUSINESS**

26. Ordinance 1081..... (voice vote)(page 37)  
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Trident Seafoods Corporation of Tract 2, Alaska Tidelands Survey No. 220, Cordova Recording District – 1<sup>st</sup> reading
27. Ordinance 1082..... (voice vote)(page 54)  
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Alaska Intrastate Gas Company of 4.21 acres of tidelands located in ATS 1004 – 1<sup>st</sup> reading

28. Resolution 06-11-30..... (voice vote)(page 70)  
A resolution of the City Council of the City of Cordova, Alaska, establishing local government contribution of National Forest Receipts for the Cordova Public School District for the school fiscal year ending June 30, 2012
29. Resolution 06-11-31..... (voice vote)(page 72)  
A resolution of Cordova City Council in support of the safe routes to schools grant efforts
30. Resolution 06-11-32 ..... (voice vote)(page 74)  
A resolution of the City Council of the City of Cordova, Alaska, authorizing the transfer of \$81,424 to the Cordova School District, specifically to be spent for acquiring equipment in the Mt. Eccles addition and renovation, and amending the 2011 City of Cordova budget accordingly.
31. Resolution 06-11-33..... (voice vote)(page 76)  
A resolution of the City Council of the City of Cordova, Alaska, approving a site plan for Trident Seafoods Inc. to install two dolphin pilings on Tract 2, ATS 220, to provide additional moorage
32. Land sale proposals - South Fill Lot 3, Block 2..... (voice vote)(page 81)
33. Land sale proposals - South Fill Lot 5, Block 2..... (voice vote)(page 96)
34. Request for purchase of City property – Shoreside Petroleum..... (voice vote)(page 116)
35. Finance Director Memos in re: Sales Tax delinquencies..... (page 122)
36. Discussion of Police Department policy in re: local citizens' imprisonment
37. Council and City Manger travel budgets
38. Pending Agenda and Calendar..... (page 124)

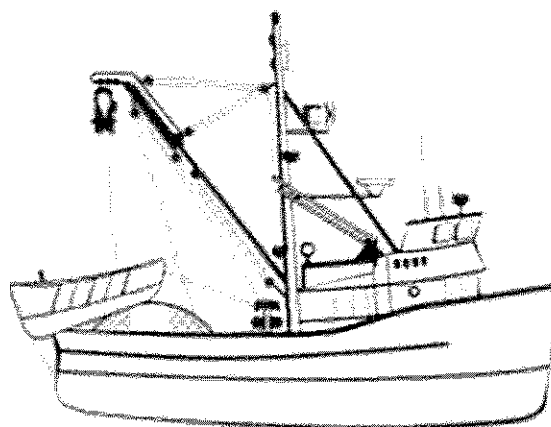
#### **I. AUDIENCE PARTICIPATION**

#### **J. COUNCIL COMMENTS**

#### **K. EXECUTIVE SESSION**

39. City Manager – goals and expectations

#### **L. ADJOURNMENT**



Executive Sessions: Subjects which may be discussed are: (1) Matters the immediate knowledge of which would clearly have an adverse effect upon the finances of the government; (2) Subjects that tend 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 disclosures.

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

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CITY COUNCIL PUBLIC HEARING  
JUNE 01, 2011 @ 7:00 PM  
LIBRARY MEETING ROOM  
MINUTES

**A. CALL TO ORDER**

*Mayor James Kallander* called the Council Public Hearing to order at 7:05 pm on June 01, 2011, in the Library Meeting Room.

**B. ROLL CALL**

Present for roll call were *Mayor James Kallander*, Council members *Jim Kacsh*, *David Allison*, *Bret Bradford*, *EJ Cheshier*, and *David Reggiani*. Council Members *Keith van den Broek* and *Robert Beedle* were absent. Also present were City Manager *Mark Lynch*, City Clerk *Susan Bourgeois* and Deputy City Clerk *Robyn Kincaid*.

**C. PUBLIC HEARING**

1. Ordinance 1079

An ordinance of the City Council of the City of Cordova, Alaska, waiving for good cause the failure of Guy Beedle, Sr. to make timely applications for senior citizen property tax exemptions for the 2009 & 2010 tax years - (2<sup>nd</sup> reading)

2. Ordinance 1080

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Brian Wildrick of Lot Eight (8), Block Two (2) South Fill Development Park - (2<sup>nd</sup> reading)

3. Resolution 05-11-23

A resolution of the City Council of the City of Cordova, Alaska, supporting naming fourteen of the bridges along the Copper River Highway after veterans from Cordova who were killed in action in WWI, WWII and the Vietnam War and naming the Eyak River Bridge after Marie Smith Jones, the last full-blooded Eyak and the last native speaker of the Eyak language, who died in 2008

*Mayor Kallander* opened the hearing for public comment.

There was no public comment

*M/Reggiani S/Bradford* to recess until 7:25 pm

Hearing no objection, *Mayor Kallander* recessed the public hearing at 7:10 pm.

*Mayor Kallander* reconvened the meeting at 7:25 pm and opened the meeting up for public comment.

There was still no public comment.

**D. ADJOURNMENT**

*M/Reggiani S/Bradford* to adjourn the public hearing.

Hearing no objection, *Mayor Kallander* adjourned the public hearing at 7:27 pm.

Approved: June 22, 2011

Attest:

\_\_\_\_\_  
Susan Bourgeois, City Clerk

**CITY COUNCIL REGULAR MEETING  
JUNE 01, 2011 @ 7:30 PM  
LIBRARY MEETING ROOM  
MINUTES**

**A. CALL TO ORDER**

*Mayor James Kallander* called the Council Regular Meeting to order at 7:30 am on June 01, 2011, in the Library Meeting Room.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

*Corrine Erickson* offered the invocation.

*Mayor Kallander* led the audience in the Pledge of Allegiance.

**C. ROLL CALL**

Present for roll call were *Mayor James Kallander*, Council members *Jim Kacsh*, *David Allison*, *Bret Bradford*, *EJ Cheshier*, *David Reggiani* and *Robert Beedle* (present via teleconference). Council Member *Keith van den Broek* was absent. Also present were City Manager *Mark Lynch*, City Clerk *Susan Bourgeois* and Deputy City Clerk *Robyn Kincaid*.

**D. APPROVAL OF REGULAR AGENDA**

*M/Reggiani S/Allison* to approve the Regular Agenda.

Vote on motion: 6 yeas, 0 nays, 1 absent (van den Broek).

**E. DISCLOSURES OF CONFLICTS OF INTEREST**

**F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

1. Guest Speakers – Kristin Carpenter, Director of the Copper River Watershed Project - (Eyak Lake Oil & Grit Separator Project; interpretive signs; Breakwater Trail completion). *Ms. Carpenter* thanked the City for its support especially with the completion of the Breakwater Trail and the NOAA project which led to the series of interpretive signs up around town (the weir, Nirvana Park, Hatchery Creek, Skater's Cabin and the Boat Ramp). She also said the oil and grit separator project is to begin on June 13. She thanked them for past support of the web recycling which has tallied approximately 69K pounds of recycled web.

2. Audience comments regarding agenda items - none

3. Chairpersons and Representatives of Boards and Commissions – no one reported

**G. APPROVAL OF CONSENT CALENDAR**

*Mayor Kallander* informed Council that the Consent Calendar was before them.

4. Record excused absence of Council member van den Broek from the 05-20-11 Regular Meeting

5. Ordinance 1080 An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Brian Wildrick of Lot Eight (8), Block Two (2) South Fill Development Park – 2<sup>nd</sup> reading

Vote on Consent Calendar: 6 yeas, 0 nays, 1 absent (van den Broek). Cheshier – yes; Reggiani – yes; Beedle – yes; Kacsh – yes; Allison – yes and Bradford – yes. Consent Calendar was approved.

**H. APPROVAL OF MINUTES**

*M/Reggiani S/Cheshier* to approve the minutes.

6. Minutes of May 4, 2011 Work Session

7. Minutes of May 20, 2011 Regular Meeting

Vote on motion: 6 yeas, 0 nays, 1 absent (van den Broek). Reggiani – yes; Beedle – yes; Kacsh – yes; Allison – yes; Bradford – yes and Cheshier – yes. Motion was approved.

## **I. CONSIDERATION OF BIDS**

### **8. E-911 - ProComm Alaska**

**M/Kacsh S/Allison** to direct the City Manager to enter into the proposed contract with ProComm Alaska for a new E-911 system.

**Allison** said he objected to this now because the funding source is later in the meeting and he doesn't believe we should do this out of order. He said that ProComm was the only responsive bidder and it's probably a good system to have but we don't currently have the money.

**Kacsh** said he hasn't changed his mind, he would agree to this – he said it will be mandated soon – **Lynch** said by 2014.

**Reggiani** said he remembered that we passed the implementation of the surcharge in order to seek federal funding through grants. He would like to see us get that in place. He also does not believe that the City is ready for this (i.e. addressing not completed).

**M/Reggiani S/Allison** to refer to staff.

Vote on motion: 6 yeas, 0 nays, 1 absent (van den Broek). Beedle – yes; Kacsh – yes; Allison – yes; Bradford – yes; Cheshier – yes and Reggiani – yes. Motion was approved.

## **J. REPORTS OF OFFICERS**

### **9. Mayor's Report**

**Kallander** reported that the situation with MRV has been greatly improved. There is cautious optimism by everyone involved.

### **10. Manager's Report**

**Lynch** reported that Dale said the Corps of Engineers has called again about the Sound Developer. He mentioned that the audit has been completed and he handed it out to Council – he asked if they wanted **John Bost** to come for a presentation. **Reggiani** said yes because he saw some findings and the auditor works for Council and should present the audit to them – **Kacsh** said it was not necessary. However, the rest of Council did concur that the auditor should come to present in a work session previous to the next meeting.

### **11. City Clerk's Report – Written report is in the packet**

### **12. Staff Reports**

#### **a. Josh Hallquist, COR, Cordova Center Project**

**Hallquist** gave an update of what has been happening on the site.

#### **b. Cathy Sherman, Cordova Center Phase II**

**Sherman** reported that they are still working on colors for siding and roof. She said she has secured \$2.5M of the \$3.5M which is still needed, identified so far.

## **K. CORRESPONDENCE**

### **13. Postcard from Kristi Jurica in re PWSSC**

## **L. ORDINANCES AND RESOLUTIONS**

### **14. Ordinance 1079**

An ordinance of the City Council of the City of Cordova, Alaska, waiving for good cause the failure of Guy Beedle, Sr. to make timely applications for senior citizen property tax exemptions for the 2009 & 2010 tax years

**Beedle** declared a conflict of interest since this was regarding his father.

**M/Cheshier S/Bradford** to approve Ordinance 1079, an ordinance of the City Council of the City of Cordova, Alaska, waiving for good cause the failure of Guy Beedle, Sr. to make timely applications for senior citizen property tax exemptions for the 2009 & 2010 tax years

Vote on motion: 5 yeas, 0 nays, 1 conflict of interest (Beedle), 1 absent (van den Broek). Kacsh – yes; Allison – yes; Bradford – yes; Cheshier – yes and Reggiani – yes. Motion was approved.

#### 15. Resolution 05-11-23

A resolution of the City Council of the City of Cordova, Alaska, supporting naming fourteen of the bridges along the Copper River Highway after veterans from Cordova who were killed in action in WWI, WWII and the Vietnam War and naming the Eyak River Bridge after Marie Smith Jones, the last full-blooded Eyak and the last native speaker of the Eyak language, who died in 2008

**M/Allison S/Reggiani** to approve Resolution 05-11-23, a resolution of the City Council of the City of Cordova, Alaska, supporting naming fourteen of the bridges along the Copper River Highway after veterans from Cordova who were killed in action in WWI, WWII and the Vietnam War and naming the Eyak River Bridge after Marie Smith Jones, the last full-blooded Eyak and the last native speaker of the Eyak language, who died in 2008

Vote on motion: 5 yeas, 1 nays, 1 absent (van den Broek). Kacsh – yes; Allison – yes; Bradford – yes; Cheshier – yes; Reggiani – yes and Beedle – no. Motion was approved.

#### 16. Resolution 06-11-28

A resolution of the City Council of the City of Cordova, Alaska, setting the mill rates for 2011

**M/Reggiani S/Allison** to approve Resolution 06-11-28 a resolution of the City Council of the City of Cordova, Alaska, setting the mill rates for 2011 at 9.70 in the City area and 8.70 in the rural area.

**Reggiani** said it had been budgeted to collect \$1.5M in property tax and that is why he suggested the mill rates that would get us to that revenue goal. **Kacsh** said it could affect taxpayers personal budgeting if we kept going up and down with mill rates. He thought it to be too drastic of a reduction maybe. **Cheshier** said he likes giving back to the year round residents – i.e. the property owners. It was budgeted this way and shouldn't be changed mid-stream. **Allison** said a budget is just that – this is the fair way to help the local folks. **Bradford** was also in agreement. **Beedle** said he would just as soon see the property owners have more money in their own pockets which could cause them to spend more money locally and stimulate the economy.

**Mayor Kallander** stated that the average assessed value went up 14% and this resolution would cut mill rates by more than 30%.

Vote on motion: 6 yeas, 0 nays, 1 absent (van den Broek). Kacsh – yes; Allison – yes; Bradford – yes; Cheshier – yes; Reggiani – yes and Beedle – yes. Motion was approved.

### M. UNFINISHED BUSINESS

#### 17. Resolution 06-11-29

A resolution of the City Council of the City of Cordova, Alaska, authorizing the transfer, as a loan, of up to \$348,314 from the General Fund Balance to the E-911 fund

**M/Reggiani S/Cheshier** to refer to staff.

Vote on motion: 6 yeas, 0 nays, 1 absent (van den Broek). Allison – yes; Bradford – yes; Cheshier – yes; Reggiani – yes; Beedle – yes and Kacsh – yes. Motion was approved.

### N. NEW & MISCELLANEOUS BUSINESS

18. Review of Capital Priorities List

**Mayor Kallander** said that Council had decided a while back to have the Capital priorities list come before them at least quarterly so that is why we are seeing this agenda item tonight. **Kacsh** wondered if we should try to get more Cordova Center money – **Sherman** thought that we should give it another quarter but re-look at that possibility. **Reggiani** said he might like to discuss the South Fill sidewalks item. He said he thinks as crucial would be sidewalks on Railroad Avenue. Council agreed and asked the Manager to get preliminary plans from CH2MHill on such a sidewalk project (probably in the \$5,000 range).

19. Hospital RFP Evaluation Process

**M/Allison S/Reggiani** to approve the process, evaluation criteria, and timeline as presented in the City Manager's May 25, 2011 memo.

**Bradford** said he thinks things have been going well at the hospital and wonders if we can make sure we realize how that is working before we jump into something else. He also wants to ensure that one of these options does not need to be picked. **Allison** agreed that if one of these solutions is not right for us we do not have to go with it.

Vote on motion: 6 yeas, 0 nays, 1 absent (van den Broek). Bradford – yes; Cheshier – yes; Reggiani – yes; Beedle – yes; Kacsh – yes and Allison – yes. Motion was approved.

20. Pending Agenda and Calendar

There was a decision to cancel the second meeting in June and then plan on setting a special meeting the week of the 20<sup>th</sup> of June – probably on the 22<sup>nd</sup> of June (Wednesday). Also **John Bost** will give a half hour work session on the audit before the July 6 regular meeting. **Lynch** said he would be gone for the summer AML conference the week of August 9 – 12.

**O. AUDIENCE PARTICIPATION**

**P. COUNCIL COMMENTS**

21. Council Comments

**Allison** said there is no place like home. The Mayor and Council welcomed him home – said it was good to have him back.

**Bradford** welcomed **Allison** back.

**Q. ADJOURNMENT**

**M/Reggiani S/Bradford** to adjourn the regular meeting at 8:45 pm  
Hearing no objection, the meeting was adjourned.

Approved: June 22, 2011

Attest: \_\_\_\_\_  
Susan Bourgeois, City Clerk

5/25/11

Dear Mayor Kallander,

I just heard the news about changing the name of the Eyak River Bridge to my mother's name Marie Smith Jones. What an honor. I wanted to ask if the name could be "Chief Marie Smith Jones?". As she was ~~locally~~ + nationally recognized for her efforts to preserve her culture. I can speak for many of her family and closest friends this would be much appreciated. to remember her for <sup>the</sup> status she was able to attain after decades of struggle. Thanks so much for your consideration.

Ramona Curry  
daughter of Chief  
Marie Smith Jones



City of Cordova, ALASKA  
RESOLUTION 05-11-23

AS THE Second Son of Chief  
MARIE SMITH Jones of the Eyaks -  
I would be honor TO have The  
The EYAK River Bridge named after  
He and A VIETNAM Vet my self. Thanks  
for Thinking about all our fallen Brother  
AND HAVE a Bridge named After them

Wm F Smith

Valdez Alaska 99686

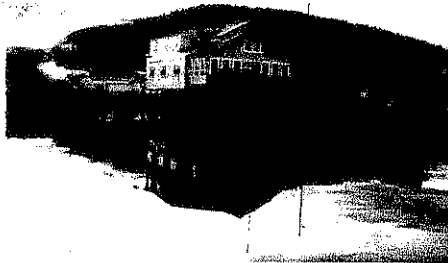
P.O. 2206

5-25-2011

P.S. She spent most of Her Time  
when in Cordova Visiting Rayner Loven  
on The Eyak River. Thanks  
Bill



June 1989—What the PWS Science Center (PWSSC) moves into: the former "ice house" - empty, leaking, with holes in the floor where you could watch the tides. Jobs created: 2.



2011—22 years later, the city's \$100,000 in 1989 startup funding resulted in a \$1 million investment by PWSSC in the building, \$1.3 million spent on vessel charter contracts, over \$370,000 spent on city sales tax, & \$17 million in local wages. Year-round jobs: 22+.

Dear Mayor Kallander and Cordova City Council members (Dave Reggiani, E.J. Cheshier, Dave Allison, Brett Bradford, Jim Kasch, Keith Van den Broek, and Robert Beedle):

I support the PWS Science Center's efforts to purchase its building and the adjacent tidelands. The Science Center contributes to our community:

- ♦ 22+ jobs year-round and additional contract services;
- ♦ Excellent education programs at no cost to the Cordova School District and the community as a whole;
- ♦ Research focused on issues important to us, such as investigations of herring, oceanography, birds and other wildlife.

The Science Center has also established weather stations on the Copper River Delta and throughout Prince William Sound that provide real-time information for mariners, aviators and recreationalists.

Additional comments:

*Cordova is reliant on healthy marine resources. The Science Center plays a vital role in increasing our understanding of the processes that maintain these resources; in monitoring these resources; and in educating our youth about them.*

Signature:

*[Handwritten signature]*

ALLISON BIDLACK  
SCIENCE COORDINATOR, ECOTRUST

FROM:

ECOTRUST  
POB 626  
CORDOVA AK 99574



TO: Cordova Mayor and City Council

P.O. Box 1210

Cordova, AK 99574

RECEIVED  
MAY 31 2011  
City of Cordova



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*Additional comments:*

*Signature:*

*Bill Black*

FROM:

*Bill Black  
Box 204  
Cordova 99574*



TO: Cordova Mayor and City Council

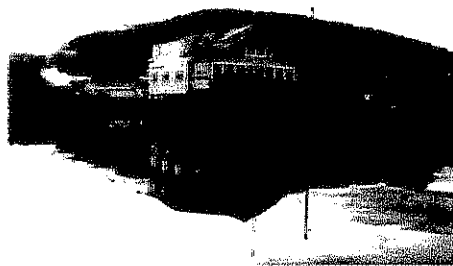
P.O. Box 1210

Cordova, AK 99574

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*Additional comments:*

Signature:

FROM:

SUSAN OGLE  
Box 895  
CORDOVA, AK  
99574



TO: Cordova Mayor and City Council

P.O. Box 1210

Cordova, AK 99574

RECEIVED  
MAY 31 2011  
City of Cordova



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*Additional comments:*

RECEIVED  
MAY 31 2011  
City of Cordova

*Signature:*

*Aurora Lang*  
Aurora Lang



TO: Cordova Mayor and City Council

P.O. Box 1210

Cordova, AK 99574



May 25, 2011

Attn: Mayor and Assembly/Council

Dear Mayor,

Enclosed, please find your billing for your Alaska Municipal League dues for FY2012. I will follow this letter with a summary of the revenues realized by your specific municipality due to the lobbying efforts provided by the Alaska Municipal League. AML is the ONLY state-wide organization that lobbies for Revenue Sharing. We, also, are the lead organization that provides lobbying support for Secure Funding for Rural Schools (Timber Receipts) and Payment in Lieu of Taxes (PILT); both revenue streams that come to you via the Federal government.

We monitor, throughout the session, bills that will impact your ability to provide efficient and effective local government; from PERS issues to taxing issues, to land use issues, to permitting issues, to local control issues. We continue to keep you up-to-date on all state and federal issues that you must be aware of in your job as local elected officials. We then provide the opportunity for all municipalities to find consensus as to how to deal with those issues, after which time we spring into action to implement those recommendations.

We send weekly Legislative ebuletins throughout session. We send a quarterly magazine to keep you "in the know" on what is happening in the world of "local government." We provide 4 opportunities throughout the year for elected local officials and employees to gather, receive training, hear from interesting speakers, direct policy and discuss your issues with other local elected officials dealing with the same issues. We provide the opportunity for you to purchase "pooled" insurance rates through AMLJIA and/or to invest your money in a "pooled" investment account (AMLIP).

We are strong members of the National League of Cities (NLC) and the National Association of Counties (NACo) and provide support in helping Alaska's municipalities have a seat at the "federal" table. We keep in constant contact with our Washington D.C. delegation and help give you those contact opportunities. Alaska's municipalities are SO much stronger when we join together than we could ever be separate. We have a strong voice in the capital and with your help and support, we intend to keep it that way. Please, don't hesitate to be a part of this very strong organization. We need ALL of us. Please call our office anytime for help in any municipal need or for any questions on what we can provide you.

Sincerely,

Kathie Wasserman  
Executive Director



217 Second Street, Suite 200 • Juneau, Alaska 99801

Tel (907) 586-1325 • Fax (907) 463-5480 • [www.akml.org](http://www.akml.org)

## **Invoice**

May 25, 2011

Susan Bourgeois  
City of Cordova  
P.O. Box 1210  
Cordova, AK 99621

### **Alaska Municipal League Membership Dues for FY2012**

Dues are calculated from the DCCED 2009 Certified Municipal Population figures for FY 2012 Programs.

**Amount Due: \$2,622**

Please pay upon receiving and make check payable to the **Alaska Municipal League** and mail to:

Alaska Municipal League  
217 Second Street, Suite 200  
Juneau, Alaska 99801

If you have any questions, please call Kathie Wasserman or Sarah Geary at (877)636-1325.

May 26, 2011

Mayor and City Council  
City of Cordova  
P O Box 1210  
Cordova, AK 99574

RE: ~~Miles Glacier Truss Bridge~~ (Pennsylvania Through Truss)

I hope that the enclosed photos and articles would be of interest to you and your colleagues.

There is no redundancy in a truss bridge. So, when any joint fails, the truss bridge will end up in the river. There is no second line of defense against such a potential of total collapses.

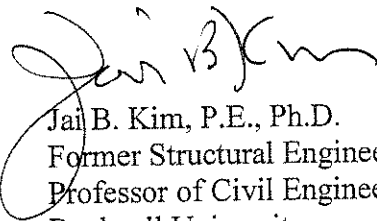
It is unfortunate that many bridge engineers do not recognize these potential risks for public safety. Why? Please ask your bridge engineers.

For example, the August 1, 2007 collapse of the I-35 W Bridge in Minneapolis killed 13 people and injured 145 people. The probable cause for this tragic collapse was due to the failure of gusset plates at joints U10 and L11 (November, 2008 Final Report by NTSB.)

The conventional repairs made in metal truss bridges, part-here and piece-there do not provide safety for travelling public if any joint in a truss fails.

It will be appreciated if you would circulate the enclosure to appropriate folks in your organization.

Sincerely,



Jai B. Kim, P.E., Ph.D.  
Former Structural Engineer, U S DOT, Federal Highway Administration (2009 – 2010)  
Professor of Civil Engineering Emeritus (2009 to present)  
Bucknell University

Mailing Address: P. O. Box 18  
Lewisburg, PA 17837  
Mobile Telephone: 570.490.7811  
Email: [jaikim@bucknell.edu](mailto:jaikim@bucknell.edu)  
Google: Jai B. Kim



## Rehabilitated Historic Truss Bridge to Carry An HS-20 [36 Tons] Loads

### Stuyvesant Falls Bridge

#### Stuyvesant, NY

The Stuyvesant Falls Bridge was built in 1899 by the Berlin Iron Bridge Company. This 202-foot span bridge is listed on the National Register of Historic Sites. However, the bridge had been closed to traffic due to severe deterioration of the trusses, floor beams, and stringers. Performed an in-depth structural inspection and evaluation of the historical steel curved-chord, Pratt-truss bridge. From the evaluation, developed rehabilitation plans to bring the load capacity of the trusses and floor beams to HS-20 standards.

The rehabilitation centered on the use of a patented arch/hanger/floor beam reinforcement system. The bridge deck was replaced, but the abutments only needed minor repairs. The Federal Highway Administration chose the Stuyvesant Falls Bridge as one of eight projects in the nation to receive the biennial Excellence in Highway Design award.

**Preservation  
League  
of  
New  
York  
State**

**1996  
Annual  
Report**

**and The  
1997  
Annual  
Awards**

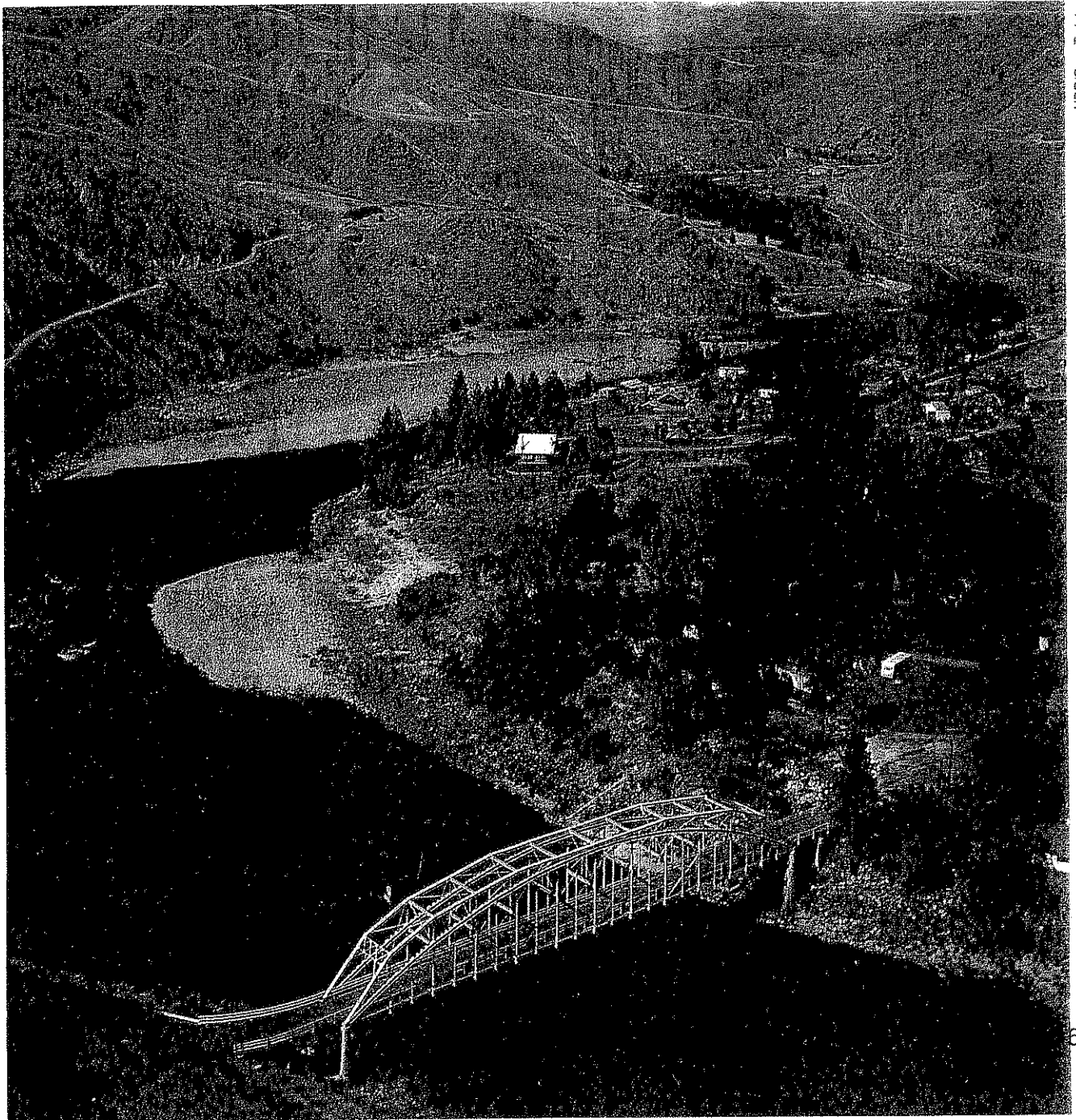


IDAHO'S NEZ PERCE NATIONAL FOREST

# **Arch/truss retrofit prolongs life of Forest Service bridge**

Lucile Bridge, Riggins, Idaho Over Salmon River  
Upgraded from 10 Tons to 36 Tons  
258 ft Center Truss Span and 4 Approach Spans

*Retrofitted bridge over Idaho's Salmon River*



HDR/Gary Tardien

# Preserving the Historic Road in America

The fourth national conference on historic roads  
April 22 - 25, 2004 in Portland, Oregon

## Conference Sponsors

The National Trust for  
Historic Preservation

National Park Service  
Historic American  
Engineering Record

American Association of  
State Highway and  
Transportation Officials

Federal Highway  
Administration

USDA, Forest Service

Western Federal Lands  
Highway Division

Oregon Department of  
Transportation

Oregon State Historic  
Preservation Office

visit our web site:

[www.historicroads.org](http://www.historicroads.org)



FHWA



National  
History  
Resource

## The Preservation and Upgrading of Historic Metal Truss Bridges

By

Robert H. Kim, P.E., BKL B, Inc.

and

Jai B. Kim, P.E., Department of Civil & Environmental Engineering  
Bucknell University, Lewisburg, Pennsylvania

### INTRODUCTION

With respect to historic metal truss bridges the most frequently asked questions are:

- How can we preserve our historically important bridges before they collapse from even just self-weight alone?
- How much longer can these bridges be preserved?
- How economically can these bridges be upgraded to carry modern traffic?
- How safely can these bridges be rehabilitated?

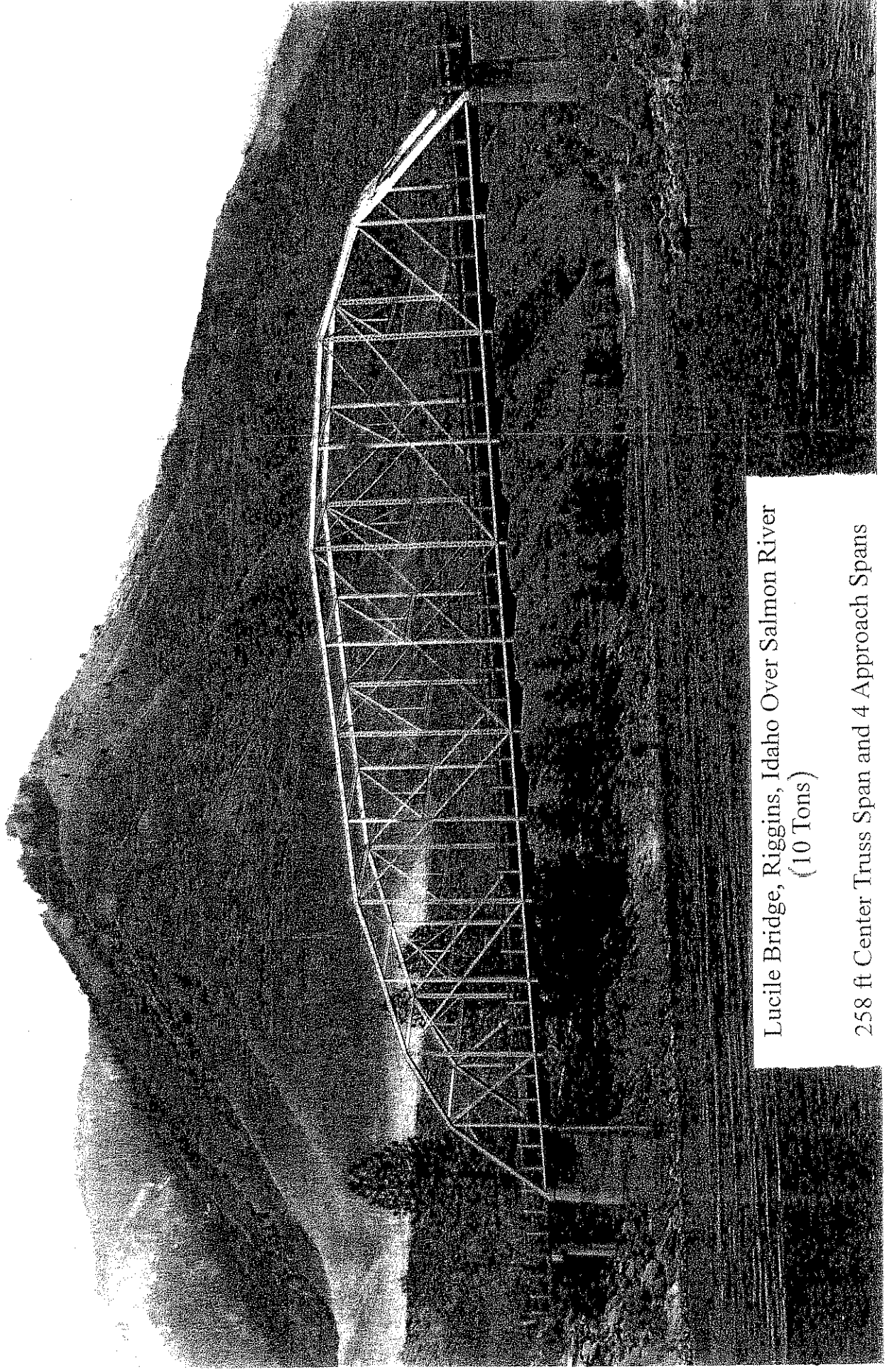
It is well recognized that conventional repair and rehabilitation procedures cannot preserve these bridges for an extended period of time, even for greatly reduced weight limits. Since these bridges were constructed for much lighter loadings, they are not able to carry today's traffic loadings, even with the total replacement of every member and connection. Thus, conventionally rehabilitated historic bridges are sometimes moved to remote locations such as to the parks. Of course, this is not the most desired option because of costs and practicality.

It would be ideal to preserve more historically important bridges by strengthening them so that they can carry modern traffic at their present locations for extended periods. One way would be to preserve the original architecture but with discrete elements added in such a manner that these historic bridges can continue to carry modern traffic for a duration equivalent to that of a new bridge. In this way, the original architecture would be readily recognizable for greater appreciation of our engineering and cultural heritage.

Most metal truss bridges are non-redundant fracture-critical structures, i.e., failure of one member or one joint (or connection) would theoretically cause a total collapse of the bridge. None of these conventional rehabilitation procedures applied to truss bridges eliminate the fracture-critical nature of these truss bridges. Therefore, nearly all of these conventional procedures are often considered as being "temporary", "band-aid" repair methods.

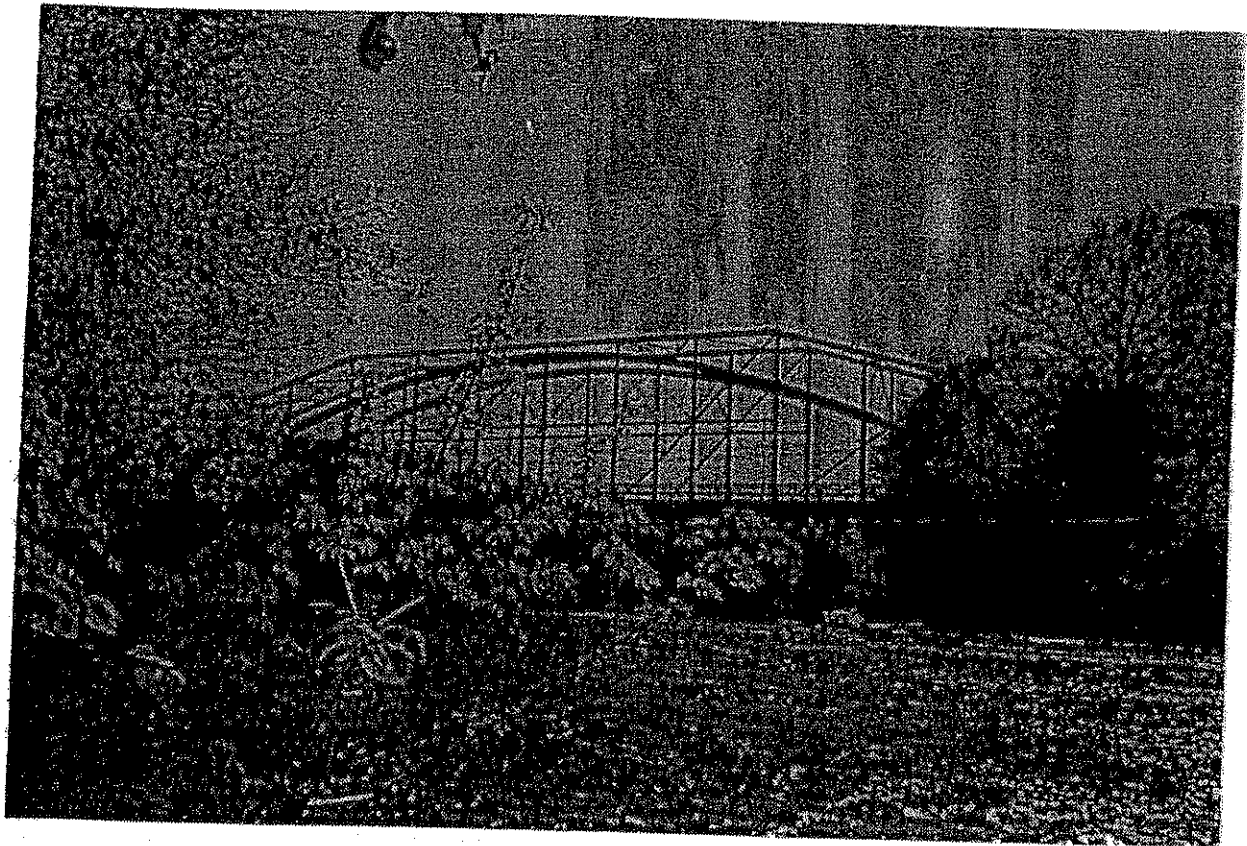


# IDAHO'S NEZ PERCE NATIONAL FOREST

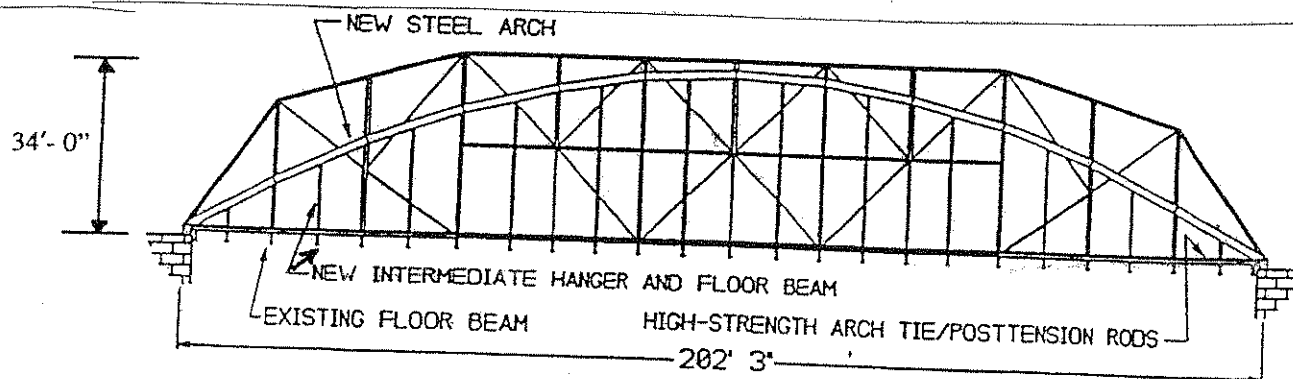


Lucile Bridge, Riggins, Idaho Over Salmon River  
(10 Tons)

258 ft Center Truss Span and 4 Approach Spans



Elevation View of Rehabilitated Historic Truss Bridge to Carry an HS-20 [36 Tons] Loads





**UNITED STATES DEPARTMENT OF COMMERCE**  
**Economics and Statistics Administration**  
**U.S. Census Bureau**  
Washington, DC 20233-0001  
OFFICE OF THE DIRECTOR

May 26, 2011

19972  
PL0217410

The Honorable James Kallander  
Mayor  
PO Box 1210  
Cordova AK 99574

Dear Mayor Kallander:

I am writing to thank you for your efforts to help make the 2010 Census a success. The 23<sup>rd</sup> Census of the United States was a massive and important undertaking, and I realize that it could not have been achieved without your support. I am pleased to provide you with instructions to assist you in obtaining information from the 2010 Census on your community.

We have enclosed detailed instructions for finding the new ***Profile of General Population and Housing Characteristics: 2010*** online. This profile provides a look at your community's population count, age and sex distribution, race, Hispanic or Latino origin, household relationships, group quarters population, housing occupancy and home ownership status. A profile is available for all states, counties, minor civil divisions, places, American Indian and Alaska Native areas, the Hawaiian home lands, and municipios in Puerto Rico. The enclosed instructions guide you through finding these data on our American FactFinder website at <http://factfinder2.census.gov>. We also invite you to explore these data on our interactive map at <http://2010.census.gov/2010census/popmap/>.

We will release additional data products from the 2010 Census through 2013. For more information on these upcoming products, please visit: <http://www.census.gov/population/www/cen2010/glance/>.

If you have any difficulty in obtaining your Demographic Profile data online, please call our Customer Service staff at 1-800-923-8282 for assistance. Our Regional Offices and the State Data Centers also serve as a great resource for you. To find the offices that serve your community, please visit <http://www.census.gov/regions/> or <http://www.census.gov/sdc/index.html>.

Again, I want to thank you for your support during the Census enumeration. I hope you find the data products meaningful.

Sincerely,

Robert M. Groves  
Director

Attachment

FROM:

Box 1055



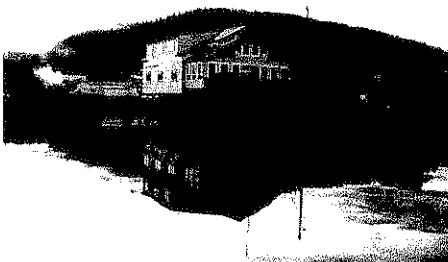
TO: Cordova Mayor and City Council

P.O. Box 1210

Cordova, AK 99574



**June 1989**—What the PWS Science Center (PWSSC) moves into: the former “ice house” - empty, leaking, with holes in the floor where you could watch the tides. Jobs created: 2.



**2011**—22 years later, the city’s \$100,000 in 1989 startup funding resulted in a \$1 million investment by PWSSC in the building, \$1.3 million spent on vessel charter contracts, over \$370,000 spent on city sales tax, & \$17 million in local wages. Year-round jobs: 22+.

Dear **Mayor Kallander** and **Cordova City Council members** (Dave Reggiani, E.J. Cheshier, Dave Allison, Brett Bradford, Jim Kasch, Keith Van den Broek, and Robert Beedle):

I support the PWS Science Center’s efforts to purchase its building and the adjacent tidelands. The Science Center contributes to our community:

- ◆ 22+ jobs year-round and additional contract services;
- ◆ Excellent education programs at no cost to the Cordova School District and the community as a whole;
- ◆ Research focused on issues important to us, such as investigations of herring, oceanography, birds and other wildlife.

The Science Center has also established weather stations on the Copper River Delta and throughout Prince William Sound that provide real-time information for mariners, aviators and recreationalists.

*Additional comments:*

Signature:





P.O. Box 21989  
612 W. Willoughby, Suite B  
Juneau AK 99802-1989

907-523-4350

www.seconference.org

907-463-5670 Fax

info@seconference.org

W9 / EIN: 92-0089028

City of Cordova  
PO Box 1210  
Cordova, AK 99574

RECEIVED  
MAY 31 2011  
City of Cordova

## Invoice

Invoice #	3069
Account #	7
Date	5/9/2011

ITEM DESCRIPTION	AMOUNT
It's that time again! FY12 Annual Membership Dues -- Municipality population 2,126 -- 3 votes	1,488.20
Have your personnel changed positions, titles, locations, faces in the last year or two? Has your organization changed its address, officers, interests? If so, please download a copy of the Membership Form from our website, fill it out and send it to us! We appreciate having current info for our invitations, emails, and newsletters!	0.00
<b>We gladly accept most major credit cards!</b> Complete the information below, then mail, fax, or email to us! Type _____ Billing Zip Code _____ # _____ Card _____ Exp. ____/____/____ Security Code _____	<b>Subtotal</b> \$1,488.20 <b>Sales Tax (0.0%)</b> \$0.00 <b>Total</b> \$1,488.20 <b>Payments/Credits</b> \$0.00 <b>Balance Due</b> \$1,488.20

Bill Black  
309 OBSERVATION Ave.  
Box 204 - Cordova, AK. 99574

RECEIVED  
MAY 31 2011  
City of Cordova

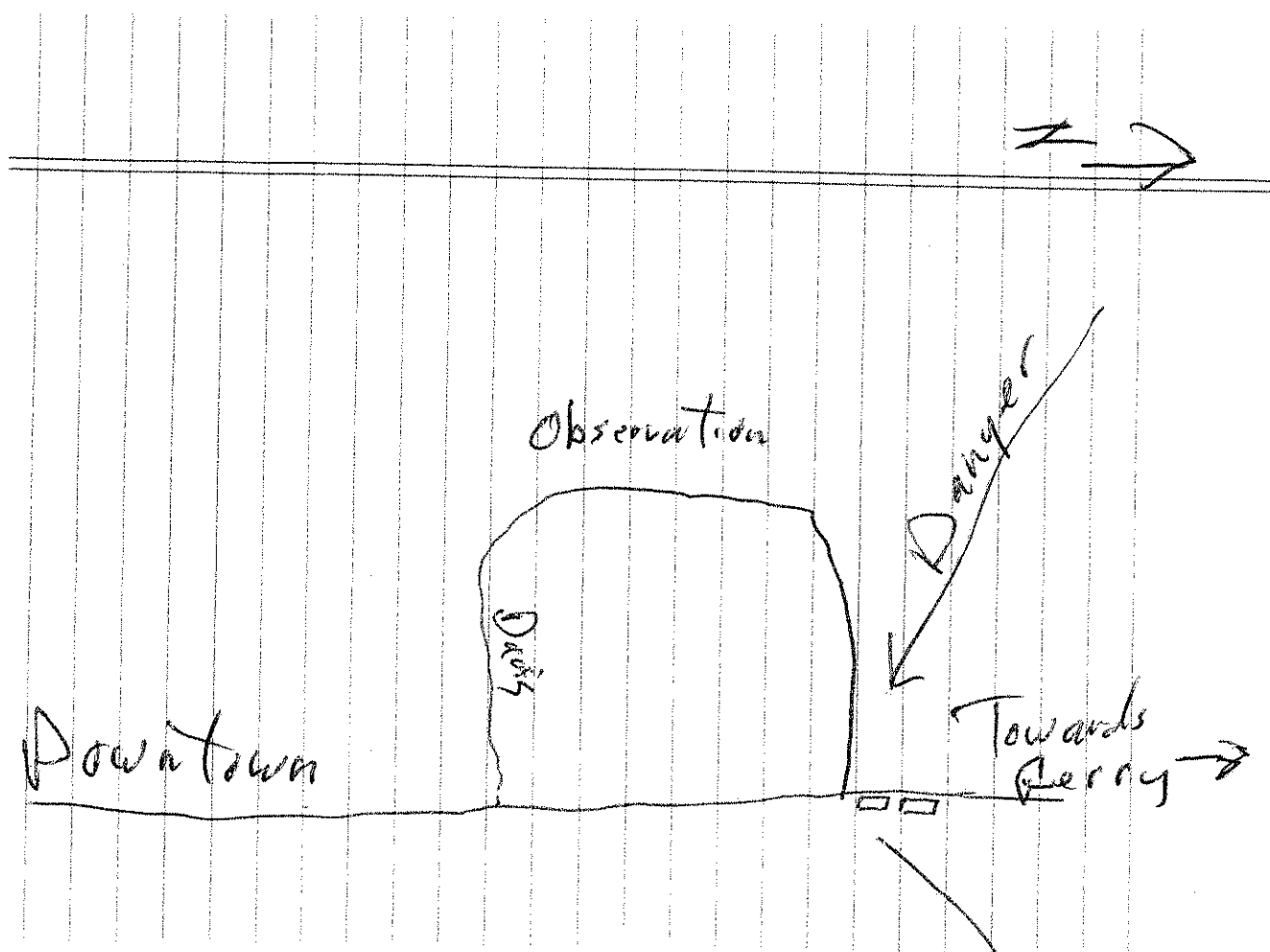
Dear City of Cordova Mayor, Councilors, Police  
Chief and to whomever else it may concern.

The intersection at Observation Ave.  
and the Copper River Highway is, as presently  
signed and managed for parking, extremely  
dangerous. The elimination of 2 parking  
spaces adjacent to that intersection on the  
CRH would alleviate a now-grim  
condition.

Drivers exiting Observation Ave. onto  
the CRH, whether right to downtown or  
left towards the Ferry Terminal are currently  
blinded by parked cars to the driver's left.

I would request that one can drive  
that route, one's self. I think you'll see  
what I am concerned about.

Thank! Bill  
360-393-8029<sup>4</sup>



FROM:



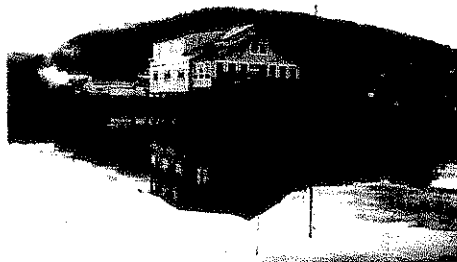
TO: Cordova Mayor and City Council

P.O. Box 1210

Cordova, AK 99574



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The Science Center has also established weather stations on the Copper River Delta and throughout Prince William Sound that provide real-time information for mariners, aviators and recreationalists.

*Additional comments:*

Signature:

*Mark Steen*

FROM:

CDFU  
PO Box 939  
Cordova AK 99574



TO: Cordova Mayor and City Council

P.O. Box 1210

Cordova, AK 99574

RECEIVED  
JUN 02 2011  
City of Cordova



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Additional comments:

*It is in the public interest to support science and education-based capacity building. This will bring more jobs—quality jobs—that are year-round to our community. The PWSSC is a tremendous asset to Cordova, with outstanding research programs that are well recognized within Alaska and beyond.*

Signature:

*Rochelle van den Broek*  
Rochelle van den Broek

FROM: **CHARLES K. WEAVERLING**  
**Box 895**  
**CDV AK 99574**



TO: Cordova Mayor and City Council

P.O. Box 1210

Cordova, AK 99574

RECEIVED  
JUN 03 2011  
City of Cordova



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*Additional comments:*

Signature: X

*Charles K. Weaverling*

FROM:

Hahn  
Cordova, AK 99574



TO: Cordova Mayor and City Council

P.O. Box 1210

Cordova, AK 99574

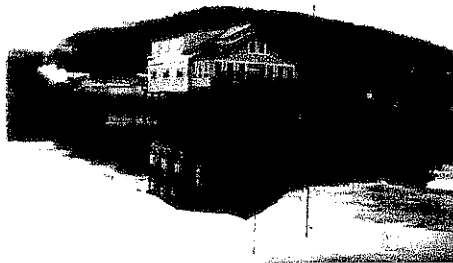
RECEIVED

JUN 03 2011

City of Cordova



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*Additional comments:*

Signature: \_\_\_\_\_

# STATE OF ALASKA

## DEPARTMENT OF REVENUE

### *Tax Division*

**Sean Parnell, Governor**

□ State Office Building  
PO Box 110420  
Juneau, AK 99811-0420  
907.465.2320

\* 550 W 7th Ave Suite 500  
Anchorage, AK 99501-3555  
907.269.6620

[www.tax.state.ak.us](http://www.tax.state.ak.us)

June 1, 2011

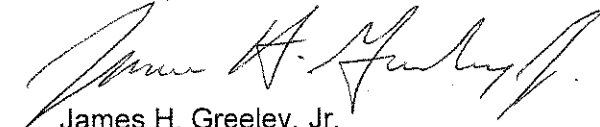
The Honorable Jim Kallander  
Mayor, City of Cordova  
P.O. Box 1210  
Cordova, AK 99574

Dear Mayor Joyce:

I have mailed to your City Manager a copy of the final 2011 Assessment Roll for oil and gas properties located within the City of Cordova, taxable under AS 43.56.

The total assessed value is \$ 8,693,360.

Sincerely,



James H. Greeley, Jr.  
State Petroleum Property Assessor

cc: Mark Lynch, City Manager



FROM:

AMY O'NEILL HOUCK  
PO Box 1256  
CORDOVA



TO: Cordova Mayor and City Council

P.O. Box 1210

Cordova, AK 99574

RECEIVED  
JUN 07 2011  
City of Cordova



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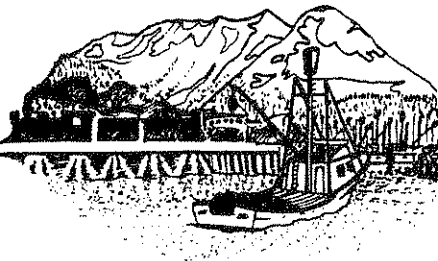
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*Additional comments:*

*Signature:*

# CITY OF CORDOVA



June 8, 2011

Commissioner Cora Campbell  
Alaska Department of Fish and Game  
PO Box 115526  
Juneau, AK 99811-5526

In Re: Your recent visit to Cordova

Cora:

The City of Cordova, on behalf of its economic mainstay and most important industry, commercial fishing, thanks you for your recent visit. I was pleasantly surprised by the comfort and ease that you exhibited in meetings with hatchery executives and employees, local ADF&G staff as well as commercial fishermen. The actions that you take in Juneau are critical to the everyday lives of some of the people you visited with and it did not go unnoticed that you preferred to spend your time in our small fishing village with **these** people instead of at receptions and functions. Your decision to walk the docks of the Cordova Harbor spoke volumes about your commitment to the industry on every level. Your flight out to a PWS hatchery to experience the sustainable industry first-hand was also well-received and bodes well for the continued productive relationship between ADF&G and the aquaculture industry. I was grateful for our time together and truly hope that you enjoyed Cordova. Please come to visit another time and Cordovans will surely offer you the same hospitality again.

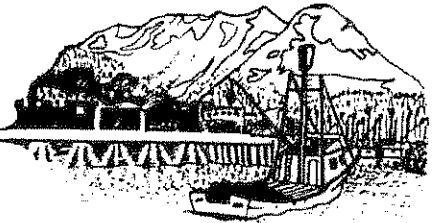
Respectfully,

Jim Kallander  
Mayor, City of Cordova

cc: Governor Sean Parnell

# CITY OF CORDOVA

---



June 8, 2011

Rear Admiral Thomas C. Ostebo  
Commander, Seventeenth Coast Guard District  
P.O. Box 25517  
Juneau, AK 99802-5517

Captain Shaw:

This letter is intended as a report of the wonderful efforts made by Commander James P. Houck, his wife Amy and his entire family to engrain themselves wholeheartedly in our little Cordova society over the past three years. Commander Houck and his wife Amy as well as Selma and J.J. Houck have become real Cordovans and involved themselves in a multitude of usual Cordova activities. James' volunteerism rubbed off on those under his command as the entirety of the USCG population in Cordova has been especially involved these past few years while the Sycamore has been under his command.

James Houck helped form and volunteer with the Cordova bike club and he assisted with our annual Bicycle Rodeo – a great event that teaches kids bicycle maintenance and safety. Commander Houck helped carry on the great tradition of the haunted ship during the Halloween season – kids and parents alike screamed in horror aboard the devilish and scary Sycamore. Never lacking for love of athletics, Commander Houck often attended High School wrestling practices and earned the endearing nickname “Sir” from the boys he wrestled with and helped teach. Presently, he remains involved in sporting events in Cordova and is helping coach a girls' softball team of 10 – 13 year olds for Cordova Little League.

Amy O'Neill Houck has been equally as involved as her husband in Cordova doings. She has assisted with the Cordova 4H Music Camps over the past few summers and helped the Reverend Belle Mickelson with a popular before-school music program for Cordova's children. Amy is an avid quilter and crafter and has taught many classes over these past few years at the Net Loft – a retail store and gathering place for craft-minded people in Cordova. Her love of music drew her into a local band of extremely talented individuals – the Copper River Drifters. Together the Houck's devoted time to another passion of theirs, acting. Each was in plays and productions of the Cordova local dramatic group – Stage of the Tides.

Cordova, Alaska is a wonderful place to live and work and raise a family. I believe that the USCG is well aware of this and Cordovans have traditionally shown appreciation of the USCG's presence which is so important to our seafaring lifestyles. We are also eternally grateful when USCG personnel such as James Houck and his family come here for such a short time yet dive into our community and quickly become members of this great town and consider it home. We are honored to be known as the home, even if for a short time, of many more great United States Coast Guard personnel and their families.

Sincerely,

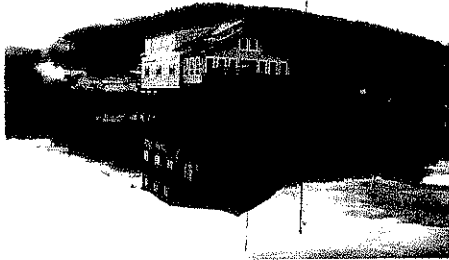
A handwritten signature in black ink, appearing to read 'Jim Kallander', with a stylized, flowing script.

Jim Kallander, Mayor  
City of Cordova

cc: Captain Adam Shaw  
Chief, Prevention Seventeenth Coast Guard District



**June 1989**—What the PWS Science Center (PWSSC) moves into: the former "ice house" - empty, leaking, with holes in the floor where you could watch the tides. Jobs created: 2.



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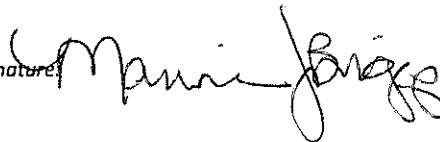
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*Additional comments:*

Support!

Signature: 

FROM:



TO: Cordova Mayor and City Council

P.O. Box 1210

Cordova, AK 99574

RECEIVED

JUN 10 2011

City of Cordova



**June 1989**—What the PWS Science Center (PWSSC) moves into: the former "ice house" - empty, leaking, with holes in the floor where you could watch the tides. Jobs created: 2.



**2011**—22 years later, the city's \$100,000 in 1989 startup funding resulted in a \$1 million investment by PWSSC in the building, \$1.3 million spent on vessel charter contracts, over \$370,000 spent on city sales tax, & \$17 million in local wages. Year-round jobs: 22+.

Dear Mayor Kallander and Cordova City Council members (Dave Reggiani, E.J. Cheshire, Dave Allison, Brett Bradford, Jim Kasch, Keith Van der Broek, and Robert Beedle):

I support the PWS Science Center's efforts to purchase its building and the adjacent tidelands. The Science Center contributes to our community:

- ◆ 22+ jobs year-round and additional contract services;
- ◆ Excellent education programs at no cost to the Cordova School District and the community as a whole;
- ◆ Research focused on issues important to us, such as investigations of herring, oceanography, birds and other wildlife.

The Science Center has also established weather stations on the Copper River Delta and throughout Prince William Sound that provide real-time information for mariners, aviators and recreationalists.

*Additional comments:*

Signature: *Sharon Ermoed*

FROM:

*Sharon Ermoed  
P.O. Box 744  
Cordova, AK 99574*



TO: Cordova Mayor and City Council

P.O. Box 1210

Cordova, AK 99574

RECEIVED  
JUN 10 2011  
City of Cordova

# Memorandum

To: City Council  
Thru: Samantha Greenwood, City Planner  
Date: June 15, 2011  
Re: Tideland Purchase agreement - Tract 2 ATS 220

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## **PART I. GENERAL INFORMATION:**

On January 19th, 2011 meeting City Council voted to disposal of the Property adjacent to Lot 2, Block 1, North Fill Development Park and additional tidelands to west of Lot 8 Block 1, Cordova Industrial Park by direct negotiation with the City Manager.

The tidelands have been surveyed and a plat has been created and will be recorded prior to the sale – the lot is now Tract 2 of ATS 220.

The Ordinance and Sales and Purchase Agreement have been prepared for this sale. This is the last review by Council.

## **PART II. RECOMMENDED CITY COUNCIL MOTION:**

### **Motion for Approval:**

“I move to adopt Ordinance 1081 an ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Trident Seafoods Corporation of Tract 2, Alaska Tidelands Survey No. 220, Cordova Recording District.”

**CITY OF CORDOVA  
ORDINANCE 1081**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CONVEYANCE TO TRIDENT SEAFOODS CORPORATION OF  
TRACT 2, ALASKA TIDELANDS SURVEY NO. 220, CORDOVA RECORDING  
DISTRICT**

**WHEREAS**, pursuant to CMC 5.22.060(A)(1), the City Council directed the City Manager to negotiate directly the disposal of Tract 2, ALASKA TIDELANDS SURVEY NO. 220, Cordova Recording District, Third Judicial District, State of Alaska. (the "Property") with Trident Seafoods Corporation (the "Purchaser"); and

**WHEREAS**, it is in the best interests of the City to sell the Property to the Purchaser for not less than its appraised fair market value, and the purchase price for the Property is not less than its appraised fair market value; and

**WHEREAS**, the form of a Purchase and Sale Agreement and its attachments to be executed in connection with the disposal of the Property by the City is attached to this Ordinance and it appears that such documents are in appropriate form and are appropriate instruments for the purposes intended.

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

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

Section 2. The disposal of the Property authorized by this ordinance is subject to the requirements of City Charter Section 5-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question.



If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

1<sup>st</sup> reading: June 22, 2011

2<sup>nd</sup> reading and public hearing:

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF JULY 2011.**

\_\_\_\_\_  
James Kallander, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, City Clerk

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of July \_\_ 2011 (the "Effective Date"), by and between the CITY OF CORDOVA, an Alaska municipal corporation ("Seller"), whose address is P.O. Box 1210, Cordova, Alaska 99574, and Trident Seafoods Corporation ("Purchaser"), whose address is 5303 Shilshole Ave. NW, Seattle, Washington 98107.

WHEREAS, Seller is the owner of certain real property located in the City of Cordova, Alaska, more particularly described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Purchaser will develop the Property for commercial use consistent with plans submitted to and approved by the Cordova City Council; and

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

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

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

1. **Purchase and Sale.** Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to that certain real property located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").

2. **The Purchase Price.** The purchase price for the Property is Ninety Six Thousand Seven Hundred Eight Dollars (\$96,708.00) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 11 below) as follows:

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

(b) In the event the purchase and sale of the Property is consummated as contemplated hereunder, the Deposit shall be retained by Seller and credited against

the Purchase Price at Closing, or otherwise disbursed in accordance with this Agreement.

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

### **3. Title.**

(a) Seller shall order from Pacific Northwest Title of Alaska, Inc., ("Title Company"), and shall deliver to Purchaser within ten (10) days following the Opening of Escrow, a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.

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

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

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

(b) Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so)

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

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

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

**6. Conditions Precedent to Closing.**

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

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

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

(3) There shall be no uncured breach of any of Purchaser's representations or warranties set forth in Section 5, as of the Closing.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Seller agrees to notify Purchaser promptly of the occurrence of any event which violates any covenant set forth in this Section 7.

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

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

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

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

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

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

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

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

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

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

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

11. **Closing.** The purchase and sale contemplated herein shall close on or before sixty (60) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska (the "Official Records"). The Closing shall occur at the offices of the Escrow Agent as set forth in Section 17(m).

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

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

14. **Default.**

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

(b) In the event of a default by Seller hereunder, Purchaser shall be entitled, in addition to any and all other remedies to which Purchaser may be entitled at law or in equity, (i) to terminate this Agreement by written notice to Seller, in which event the Deposit shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) to enforce Seller's obligations

hereunder by a suit for specific performance, in which event Purchaser shall be entitled to such injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.

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

#### 15. **Escrow.**

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

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

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

(1) Deliver to Seller the Purchase Price, after satisfying the Closing costs, prorations and adjustments to be paid by Seller pursuant to Section 10 and Section 12, respectively.

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



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

(4) Deliver the Title Policy issued by Title Company to Purchaser.

**16. Reciprocal Indemnification.**

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

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

**17. General Provisions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Purchaser: Trident Seafoods Corporation  
Attn: Paul Padgett  
5303 Shishole Ave. NW  
Seattle, Washington 98107

with a copy to:

Trident Seafoods Corporation  
Attn: David Allison, Administration  
P.O. Box 1040  
Cordova, Alaska 99574

Escrow Agent: Pacific Northwest Title of Alaska, Inc.  
3201 C Street, Suite 110  
Anchorage, Alaska 99503

Title Company: Pacific Northwest Title of Alaska, Inc.  
3201 C Street, Suite 110  
Anchorage, Alaska 99503

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

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

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

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

SELLER: CITY OF CORDOVA

By: \_\_\_\_\_  
Mark Lynch, City Manager

PURCHASER: TRIDENT SEAFOODS CORPORATION

By: \_\_\_\_\_  
Paul Padgett, Co-President

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July 2011, by Mark Lynch, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss:  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July 2011, by Paul Padgett, Co-President of the TRIDENT SEAFOODS CORPORATION, a Washington corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Washington  
My commission expires: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of the Property**

Tract 2, ALASKA TIDELANDS SURVEY NO. 220, according to the official map and plat thereof, Plat No. \_\_\_\_\_, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

**EXHIBIT B**  
Form of Deed

**CORDOVA RECORDING DISTRICT**

AFTER RECORDING, RETURN TO:

Thomas F. Klinkner  
Birch Horton Bittner & Cherot  
1127 W. 7th Avenue  
Anchorage, Alaska 99501-3399

**QUITCLAIM DEED**

The CITY OF CORDOVA, an Alaska municipal corporation ("Grantor"), whose address is P. O. Box 1210, Cordova, Alaska 99574, for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to TRIDENT SEAFOODS CORPORATION, a Washington corporation ("Purchaser"), whose address is 5303 Shilshole Ave. NW, Seattle, Washington 98107, all interest which Grantor has, if any, in the following described real property:

Tract 2, ALASKA TIDELANDS SURVEY NO. 220, according to the official map and plat thereof, Plat No. \_\_\_\_\_, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

Pursuant to AS 38.05.820(b)(7), the Grantor reserves a public access easement to and along all public or navigable water bodies that border on or are included in the property described above.

DATED this \_\_\_\_ day of July 2011.

GRANTOR: CITY OF CORDOVA

\_\_\_\_\_  
Mark Lynch, City Manager

STATE OF ALASKA                    )  
  ) ss:  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of July 2011, by Mark Lynch, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

\_\_\_\_\_  
Notary Public in and for Alaska  
My commission expires:\_\_\_\_\_



City of Cordova  
602 Railroad Ave.  
P.O. Box 1210  
Cordova, Alaska 99574  
Phone: (907) 424-6200  
Fax: (907) 424-6000  
Email: [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# **CITY OF CORDOVA**

## *Office of City Manager*

June 17, 2011

Memo to City Council  
Re: AIGCO Tideland Purchase

The last time Council discussed this matter they set performance conditions concerning permitting, fill, and implementation timelines that would need to be met concerning this transaction. The attached sales agreement and ordinance have been prepared by the City's legal counsel and include those performance requirements.

Thank you,

Mark Lynch  
City Manager



**CITY OF CORDOVA  
ORDINANCE 1082**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CONVEYANCE TO ALASKA INTRASTATE GAS COMPANY  
OF 4.21 ACRES OF TIDELANDS LOCATED IN ATS 1004**

**WHEREAS**, pursuant to CMC 5.22.060(A)(1), the City Council directed the City Manager to negotiate directly the disposal of approximately 4.25 acres of tidelands (the "Property") with Alaska Intrastate Gas Company (the "Purchaser"); and

**WHEREAS**, it is in the best interests of the City to sell the Property to the Purchaser for not less than its appraised fair market value, and the purchase price for the Property is not less than its appraised fair market value; and

**WHEREAS**, the form of a Purchase and Sale Agreement and its attachments to be executed in connection with the disposal of the Property by the City is attached to this Ordinance and it appears that such documents are in appropriate form and are appropriate instruments for the purposes intended.

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

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

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

1<sup>st</sup> reading: June 22, 2011  
2<sup>nd</sup> reading and public hearing:

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF JULY 2011.**

\_\_\_\_\_  
James Kallander, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, City Clerk

## REAL ESTATE SALE AGREEMENT

**Agreement**, effective \_\_\_\_\_ (the "Effective Date"), by and between the City of Cordova, Alaska (hereinafter referred to as "the City" or "Seller") and Alaska Intrastate Gas Company, an Alaska corporation (hereinafter referred to as "AIGCO" or "Buyer").

### WITNESSETH:

1. **Sale of Real Property.** AIGCO agrees to purchase, and the City of Cordova agrees to sell and convey to AIGCO 4.21 acres (183,185 sq. ft.) of waterfront tidelands located in ATS 1004 adjacent to the existing fill pad at Ocean Dock, as depicted in the attached Attachment 1, Attachment 2 and Attachment 3. The property (hereafter referred to as "the Property") to be purchased is approximately a 4.21 parcel described as follows:

See Attachment 4
2. **Purchase Price.** The purchase price of the Property shall be as determined on the basis of \$26,125 per acre for the approx. 4.21 parcel for a total purchase price of \$109,986.00, subject to adjustment as provided under 8, below.
- 2.2 **Purchase Terms.** The full purchase price to be paid by the Buyer to the Seller for the purchase of the Property shall be paid in cash in two payments, as follows:
  - a. One-half of the Purchase Price, in the amount of \$54,993.00, shall be paid at the Closing of this transaction by wire transfer of immediately available funds to an account designated by Seller prior to Closing, or by delivery of a cashier's check payable to order of Seller at Closing.
  - b. The second one-half of the Purchase Price, in the amount of \$54,993.00, shall be paid by Buyer within 90 days after closing. To secure such obligation Buyer shall execute a note and deed of trust in favor of Seller encumbering the Property.
3. **Title.** Seller shall convey to Buyer good and marketable title in and to the Property by Warranty Deed with full warranties of title, free and clear of all encumbrances, excepting the following (the "Permitted Exceptions"):
  - a. Reservations and exceptions in U.S. Patent and/or in Acts authorizing the issuance thereof;
  - b. Miscellaneous easements, covenants, conditions, restrictions of record, including notes on plats of the Property which do not materially impair the value of the Property or its suitability for continued use as a commercial property by Buyer.
  - c. Lawful exceptions, as depicted in a preliminary title report from the Title Insurer.

- d. Reservations and exceptions required under Alaska law and the laws of the City of Cordova, Alaska, including but not limited to the Public Trust Doctrine, AS 38.05.820, and Article 8, Section 3 of the Alaska Constitution.

- 3.1 **Title Policy.** Seller will provide to the Buyer an ALTA owner's title insurance policy (the "Title Policy") issued by a title insurer mutually agreed upon by the parties (the "Title Insurer"). On the Closing Date, the Seller will cause the Title Policy to be issued to the Buyer in an amount equal to the purchase price containing only the above-mentioned title exceptions and any other exceptions to coverage waived or approved by the Buyer.
- 3.2 **Title Defects.** In the event Seller is unable on the Closing Date to deliver good and marketable title to the Property because of any defect in the title to the Property excepting the Permitted Exceptions, Buyer may elect any one of the following procedures:
  - a. Accept the subject real property subject to such defects;
  - b. Extend closing for such time as may be mutually agreeable to the parties to afford Seller time for curing said defects up to thirty (30) days; or
  - c. Terminate this Agreement upon notice to Seller.
- 3.3 If Buyer makes the election set forth in subparagraph 3.2b., at the expiration of said thirty (30) day extension if such title defects have not been cured, Buyer may then elect either of the other procedures provided above as 3.2a. or 3.2c. If Buyer shall make the election set forth in subparagraph 3.2c., upon delivery of such notice, this agreement shall terminate.
- 4. **Closing.** The Buyer and the Seller agree that the purchase will be consummated as follows:
  - 4.1 **Title Transfer.** The Seller agrees to convey title to the Property to the Buyer at Closing.
  - 4.2 **Closing Date.** This transaction shall close on or before the expiration of Sixty (60) days from and after the Effective Date of this agreement (the "Closing Date"). Either party shall have the right to extend closing for an additional thirty (30) days upon two (2) business days' advance written notice to the other. The closing will take place at the offices of the Title Insurer.
  - 4.3. **Closing Costs.** Purchasers shall pay the fee for recording the Deed, the premium for the Title Policy, and for all fees and costs Seller incurred to third-parties in the transaction, including without limitation costs of appraisal, attorney's fees and costs, closing costs and escrow fees. Purchasers shall bear the expense of their own counsel. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a default on the part of Purchasers, all escrow cancellation and title fees shall be paid by Purchasers; if the sale of the Property does not occur because of a default on the part of Seller, all escrow cancellation and title fees shall be paid by Seller.

5. **Possession.** Possession of the Property will be delivered to the Buyer on the Closing Date.
6. **Risk of Loss.** All risk of loss with respect to the Property shall be borne by the Seller until closing on the Closing Date and shall transfer to the Buyer upon completion of closing.
7. **Property Development.** After Closing, Buyer intends to place fill on the Property and create a pad for use by Buyer in association with its intended development of the property with a gas utility send out facility as depicted, in concept, in Attachment 1, Attachment 2 and Attachment 3. In association with such development Buyer and Seller agree as follows:
  - a. **Fill Material to be Provided by City.** The City will provide fill material at no additional cost or expense to Buyer from the Fleming Spit quarry area in sufficient quantity to permit Buyer to create a 4.21 acre fill pad on the Property. Buyer will quarry (blast), remove and transport the fill materials from the Fleming Spit Quarry to the Property at its sole cost and expense.
  - b. **Survey.** After installation of the pad, Buyer will procure a survey of the area of the fill pad, including the full extent of the toe of such fill area upon the tideflats, to establish a precise description of the parcel and its boundaries, and to determined the total tideflat acreage covered by the fill. Buyer shall pay for the full costs of such survey and a copy of it shall be provided to the Seller. Buyer shall prepare an amendment to this Agreement incorporating the new property description, at its own expense, to be approved by the City Manager.
  - c. **Permitting.** Buyer will, in good faith make application for and seek to acquire all required building, zoning and other permits for development of the Property and the City Administration shall support Buyer's permit applications. Buyer shall complete permitting on the overall project within 2 years, the area must be filled within 1 additional year, and substantial completion of the send out facility must be complete within an additional 2 years, for a maximum total time span from sale of the Property to completion of the Project of 5 years.
    - (1) **Adjacent City Tideland Development.** Concurrent with Buyer's project, the City intends to engage in a similar fill project that will surround 3 sides of the Property. Buyer agrees to coordinate its efforts to acquire required permits with the City's efforts to acquire permits related to its fill project. The parties agree to cooperate with one another in that regard so that any and all required permits may be timely issued to the Buyer and to the City, respectively, and each party's project might be completed as soon as possible and within the timelines set out is paragraph 7.c., above.
8. **Adjustment of Purchase Price.** In the event the survey procured by Buyer under 7.b above shows that the fill pad covers more than 4.21 acres, the amount of acreage over and

above 4.21 acres shall be pro-rated at the rate of \$26,125 per acre and the amount determined thereby shall be paid by Buyer to Seller, in cash, within 30 days after completion of the survey. In the event the procured by Buyer under 7.b above shows that the fill pad covers less than 4.21 acres, the amount by which the actual acreage is less than 4.21 acres shall be pro-rated at the rate of \$26,125 per acre and the amount determined thereby shall be paid by Seller to Buyer, in cash, within 30 days after completion of the survey.

## **9. Representations and Warranties.**

### **9.1 General Warranties of Seller.** Seller hereby represents and warrants to Buyer as follows:

- a. Seller's Disclosure Statement shall disclose any and all material physical or mechanical defects on the Property or in any improvement erected upon the Property which are known to Seller as of the Closing Date.
- b. All the documents executed by the Seller which are to be delivered to Buyer at closing will be duly executed and delivered by Seller; will be legal, valid, and binding obligations of Seller; will be sufficient to convey title to Buyer as agreed herein; and do not now and at the closing will not violate any provisions of any agreement to which Seller is a party or is otherwise subject to.

### **9.2 Seller's Environmental Warranties.**

- a. As used in this Section 9.2, the following terms shall have the following meanings:
  - (1) "Hazardous Materials" means any dangerous, toxic or hazardous pollutant, contaminant, chemical, waste, material or substance as defined in or governed by any federal, state or local law, statute, code, ordinance, regulation, rule or other requirement relating to such substance or otherwise relating to the environment or human health or safety, including without limitation any waste, material, substance, pollutant or contaminant that might cause any injury to human health or safety or to the environment or might subject the Company to any imposition of costs or liability under any Environmental Law.
  - (2) "Environmental Laws" means all applicable federal, state, local and foreign laws, rules, regulations, codes, ordinances, orders, decrees, directives, permits, licenses and judgments relating to pollution, contamination or protection of the environment (including, without limitation, all applicable federal, state, local and foreign laws, rules, regulations, codes, ordinances, orders, decrees, directives, permits, licenses and judgments relating to Hazardous Materials in effect as of the date of this Agreement).

- (3) "Release" shall mean the spilling, leaking, disposing, discharging, emitting, depositing, ejecting, leaching, escaping or any other release or threatened release, however defined, whether intentional or unintentional, of any Hazardous Material.
- b. To Seller's knowledge, the Property is in material compliance with all applicable Environmental Laws.
- c. To Seller's knowledge, Seller has obtained, and maintained in full force and effect, all environmental permits, licenses, certificates of compliance, approvals and other authorizations material to the conduct of its business and the ownership or operation of the Property (collectively, the "Environmental Permits") and has conducted its business in compliance with all terms and conditions of the Environmental Permits.
- d. To Seller's knowledge, except as set forth in the Seller's Disclosure Statement: (i) no Hazardous Materials have been generated, treated, contained, handled, located, used, manufactured, processed, buried, incinerated, deposited, stored, or released on, under or about any part of the Property, (ii) the Property and any improvements thereon, contain no asbestos, urea, formaldehyde, radon at levels above natural background, polychlorinated biphenyls (PCBs) or pesticides, and (iii) no aboveground or underground storage tanks are located on, under or about the Property, or have been located on, under or about the Property and then subsequently been removed or filled. If any such storage tanks exist on, under or about the Property, such storage tanks have been duly registered with all appropriate governmental entities and are otherwise in compliance with all applicable Environmental Laws.
- e. Except as disclosed by Seller to Buyer, Seller has not received any written notice alleging in any manner that Seller is, or might be potentially responsible for any Release of Hazardous Materials on or from the Property, or any costs arising under or violation of Environmental Laws.
- f. The Property is not and has not been listed on the United States Environmental Protection Agency National Priorities List of Hazardous Waste Sites, or any other list, schedule, law, inventory or record of hazardous or solid waste sites maintained by any federal, state or local agency.
- g. Seller has disclosed and delivered to Buyer all environmental reports and investigations which Seller has obtained or ordered with respect to the Property.
- h. To Seller's knowledge, no part of the Property has been used as a landfill, dump or other disposal, storage, transfer, handling or treatment area for Hazardous Materials, or as a gasoline service station or a facility for selling, dispensing, storing, transferring, disposing or handling petroleum and/or petroleum products.

**9.3 General Warranties of Buyer.** Buyer hereby represents and warrants that all the documents executed by the Buyer which are to be delivered to Seller at closing will be duly executed and delivered by Buyer and will be legal, valid, and binding obligations of Buyer.

**10. Miscellaneous.** It is further agreed as follows:

**10.1 Time.** Time is of the essence of this Agreement.

**10.2 Notice.** All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when personally delivered or five days after mailing if mailed by first class mail, return receipt requested, or upon confirmation of successful transmission, if sent by facsimile, or other electronic transmission device. Notices, demands and communications to Buyer and Seller will, unless another address is specified in writing, be sent to the address indicated below:

Notices to Buyer:

Frank Avezac  
President  
Alaska Intrastate Gas Company  
645 "G" Street, Suite 732  
Anchorage, Alaska 99501

Notices to Seller:

Mark Lynch  
City Manager  
City of Cordova  
P.O. Box 1210  
Cordova, Alaska 99574

With Copy To:

John W. Colver  
Jones & Colver, LLC  
3201 "C" Street  
Suite 203  
Anchorage, Alaska 99503

**10.3 Survival.** The covenants, representations and warranties of the Buyer and the Seller herein contained will be effective on the date hereof, on the closing date and will survive closing.

**10.4 Brokerage.** Neither Seller nor Buyer has dealt with any broker in connection with this transaction, and each party agrees to indemnify, defend, and hold harmless the other from any claim made by any broker alleging entitlement to any fee or commission as a result of having dealt with the indemnifying party.

**10.5 Integration.** This instrument constitutes the entire agreement between the Buyer and the Seller in regard to Buyer's purchase of the Property from Seller and there are no agreements, understandings, warranties or representations between the Buyer and the Seller regarding this transaction except as set forth herein. The parties have not executed



any other documents contemporaneously herewith regarding any other aspects of their mutual transactions.

- 10.6 Binding Effect.** This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.
- 10.7 Modifications.** This Agreement shall not be modified other than by a written instrument, executed by both parties.
- 10.8 Governing Law.** This Agreement shall be governed by and interpreted in accordance with Alaska law. Any litigation arising out of or in connection with this Agreement shall be conducted in the Superior Court for the Third Judicial District at Anchorage, Alaska. The parties specifically agree that the jurisdiction and venue of such court are proper and further agree to submit themselves to the jurisdiction of that court.
- 10.9 No Presumption against Drafter.** The parties hereto hereby acknowledge that this transaction is the result of arm's-length negotiations between the parties hereto, in which Seller and Buyer have each taken part, and that the terms and conditions are not to be and shall not be construed against either party either by reason of such party's responsibility for drafting the documents related to this transaction or for any other reason. Each party has had full opportunity to review this transaction with legal and tax counsel of their choice. Therefore this Agreement and each and every other document related to this transaction or executed pursuant to the terms of this Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing an instrument to be drafted.

IN WITNESS WHEREOF, this instrument has been executed by the parties effective as of the date set forth above.

**SELLER:**

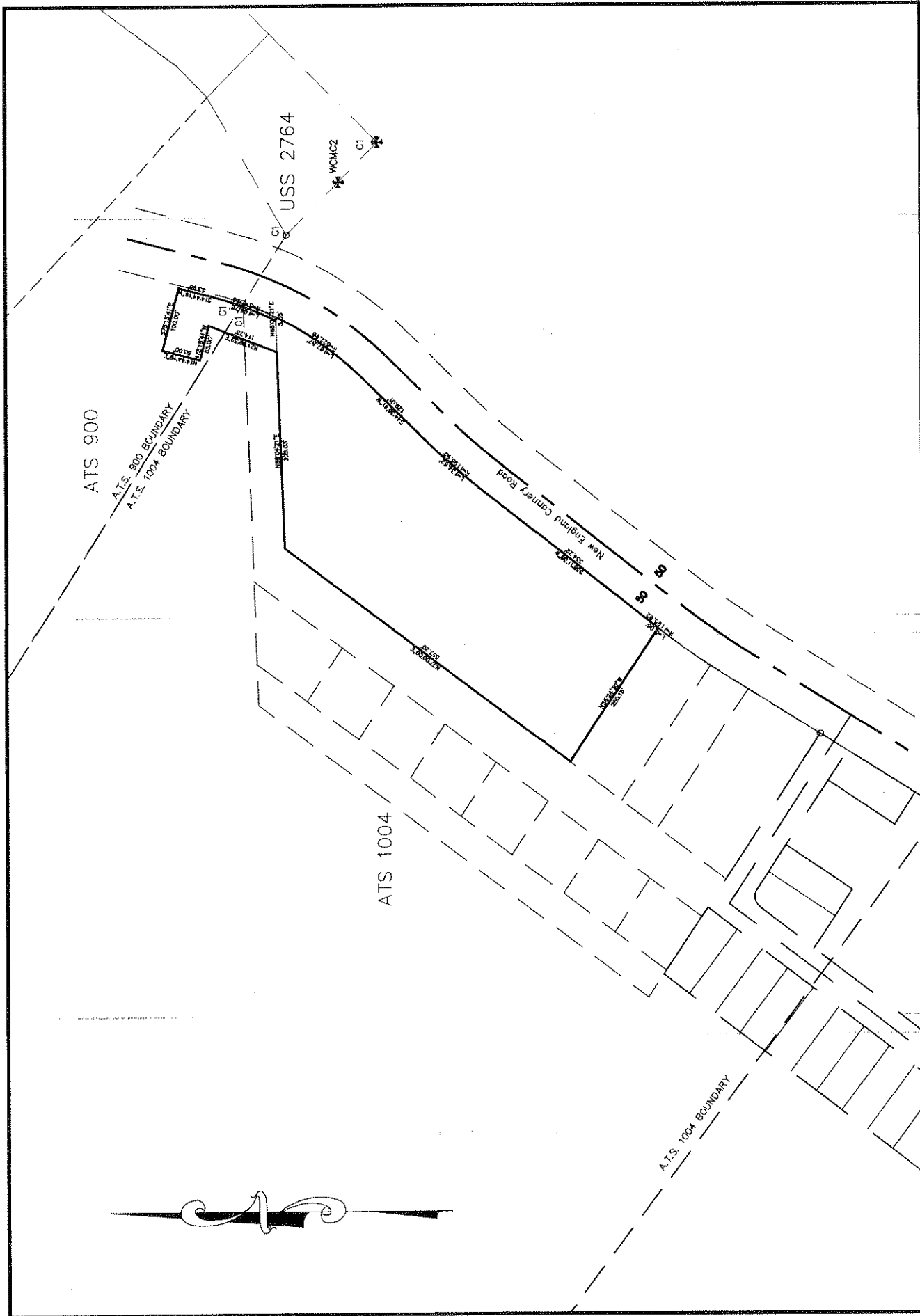
The City of Cordova

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

**BUYER:**

Alaska Intrastate Gas Company

By: *Francis Anquez*  
Its: *President*





AIGCO Parcel

A tract of land within the easterly portion of Alaska Tidelands Survey No. 1004, per Plat 76-2, filed in the Cordova Records Office on May 5, 1976 and the easterly portion of Alaska Tidelands Survey No. 900, per Plat 77-2, filed in the Cordova Records Office on February 18, 1977 and more particularly described as follows:

COMMENCING FOR REFERENCE at the brass cap monument W.C.M.C. No. 2 U.S. Survey No. 2764;

Thence N 45°02' W, 115.50' to Corner 1, Tract A, Alaska Tidelands Survey No. 900;

Thence N 57°30' W, 125.47' to Corner 1, Tract B, Alaska Tidelands Survey No. 900 which is coincident with Corner 1, Alaska Tidelands Survey No. 1004 and is a point on the westerly Right of Way of New England Cannery Road (Orca Road);

Thence along a curve to the right, coincident with the westerly Right of Way of the New England Cannery Road, having a radius of 522.96 feet, an arc length of 55.26 feet, a chord bearing of S 23°13'33" W, and chord length of 55.24 feet to the TRUE POINT OF BEGINNING for this description;

Thence along a curve to the right, coincident with the westerly Right of Way of the New England Cannery Road, having a radius of 522.96 feet, an arc length of 167.87 feet, a chord bearing of S 35°26'56" W, and chord length of 167.15 feet;

Thence S 44°38'41" W, 129.01 feet continuing coincident with the westerly Right of Way of the New England Cannery Road;

Thence along a curve to the left, having a radius of 1195.92 feet, an arc length of 134.62 feet, a chord bearing of S 41°25'12" W, and chord length of 134.55 feet;

Thence S 38°11'38" W, 334.22 feet;

Thence along a curve to the left, having a radius of 1195.92 feet, an arc length of 5.06 feet, a chord bearing of S 38°04'22" W, and chord length of 5.05 feet, from which the most easterly corner of the Ocean Dock Subdivision, per Plat 83-7, filed in the Cordova Records Office on July 26, 1983, bears S 33°06'04" W, 302.82 feet, said point being the intersection of the easterly Right of Way of Sea Gull Avenue and the westerly Right of Way of New England Cannery Road;

Thence departing the westerly Right of Way of the New England Cannery Road, N 56°24'30" E, 250.15 feet across tidelands;

Thence N 37°00'00" E, 557.20 feet across tidelands;

Thence N 88°04'21" E, 305.03 feet across tidelands;

Thence N 21°09'32" E, 87.08 feet across tidelands to a point on the common boundary between Alaska Tidelands Survey No. 1004 and Alaska Tidelands Survey No. 900, from which Corner 1, Alaska Tidelands Survey No. 1004 bears S 57°30'00" E, 53.26 feet;

Thence N 21°09'32" E, 27.65 feet across tidelands;

Thence N 75°15'41" W, 55.00 feet across tidelands;

Thence N 14°44'19" E, 60.00 feet across tidelands;

Thence S 75°15'41" E, 100.00 feet across tidelands to a point offset 5.00 feet from the westerly Right of Way of the New England Cannery Road;

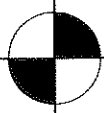
Thence S 14°44'19" W, 53.96 feet across tidelands along the offset line of 5.00 feet from the westerly Right of Way of the New England Cannery Road;

Thence along a curve to the right, offset of 5.00 feet from the westerly Right of Way of the New England Cannery Road, having a radius of 517.96 feet and , an arc length of 48.27 feet, a chord bearing of S 17°24'28" W, and chord length of 48.26 feet to a point on the common boundary between Alaska Tidelands Survey No. 1004 and Alaska Tidelands Survey No. 900, from which Corner 1, Alaska Tidelands Survey No. 1004 bears S 57°30'00" E, 5.12 feet;

Thence along a curve to the right, offset of 5.00 feet from the westerly Right of Way of the New England Cannery Road, having a radius of 517.96 feet and , an arc length of 55.83 feet, a chord bearing of S 23°18'50" W, and chord length of 58.48 feet;

Thence N 88°04'21" E, 5.68 feet to the POINT OF BEGINNING and the TERMINUS of this description.

Containing 4.25 acres, more or less (4.08 acres within A.T.S. No. 1004 and 0.17 acres within A.T.S. No. 900).



Del Norte Surveying, Inc.

P.O. Box 110553 Anchorage, Alaska 99511  
(907) 345-8003 Phone - (907) 345-8002 FAX

Cordova AIGCO Parcel: Parcel Description

3 of 3

Drawn G. Greer

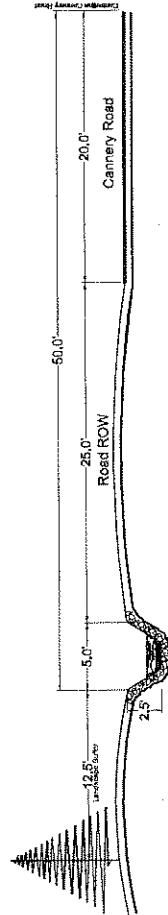
Date June 2, 2011

File No. AIGCO\_6-2-11.dwg

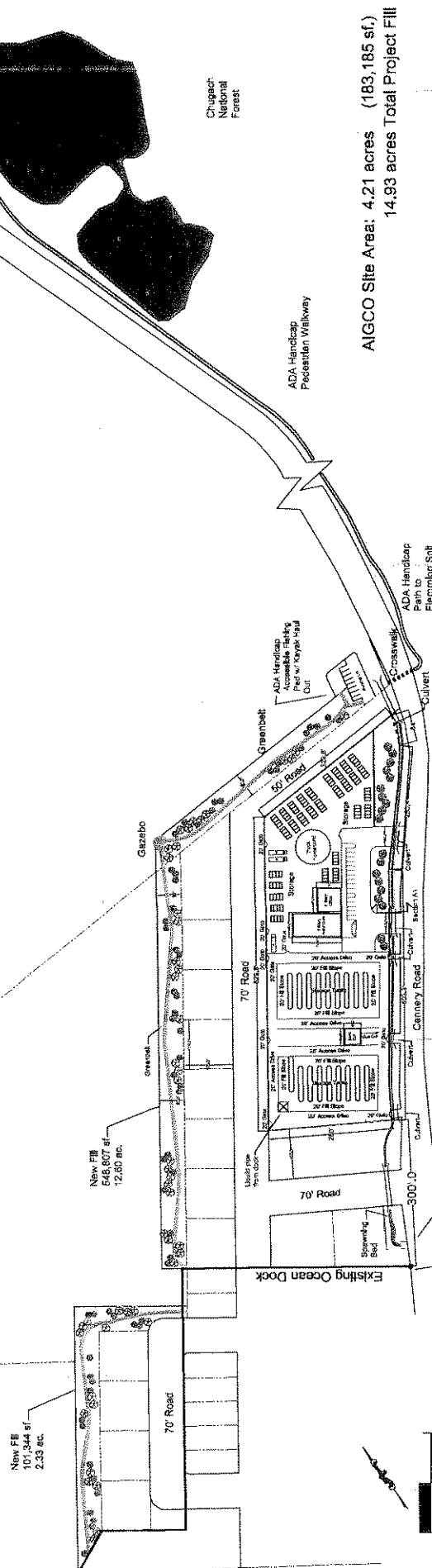
This map was created for illustrative purposes only.

### Proposed Overall Project Mitigation Design Features:

- Salmon Spawning Bed
- ADA Handicap Compliant Fishing Pads
- Open Stream Channel along Cannery Road
- 6' ADA Handicap Walking Path within Greenbelt Designation
- 6' ADA Handicap Pedestrian Path to Fleming Spit
- Fishing Areas
- Kayak Haul Out
- Gazebo along Greenbelt
- Wildlife Watching Areas
- Restroom and Parking Area by Fleming Spit
- Landscaping along Cannery Road and within Greenbelt



Section A1

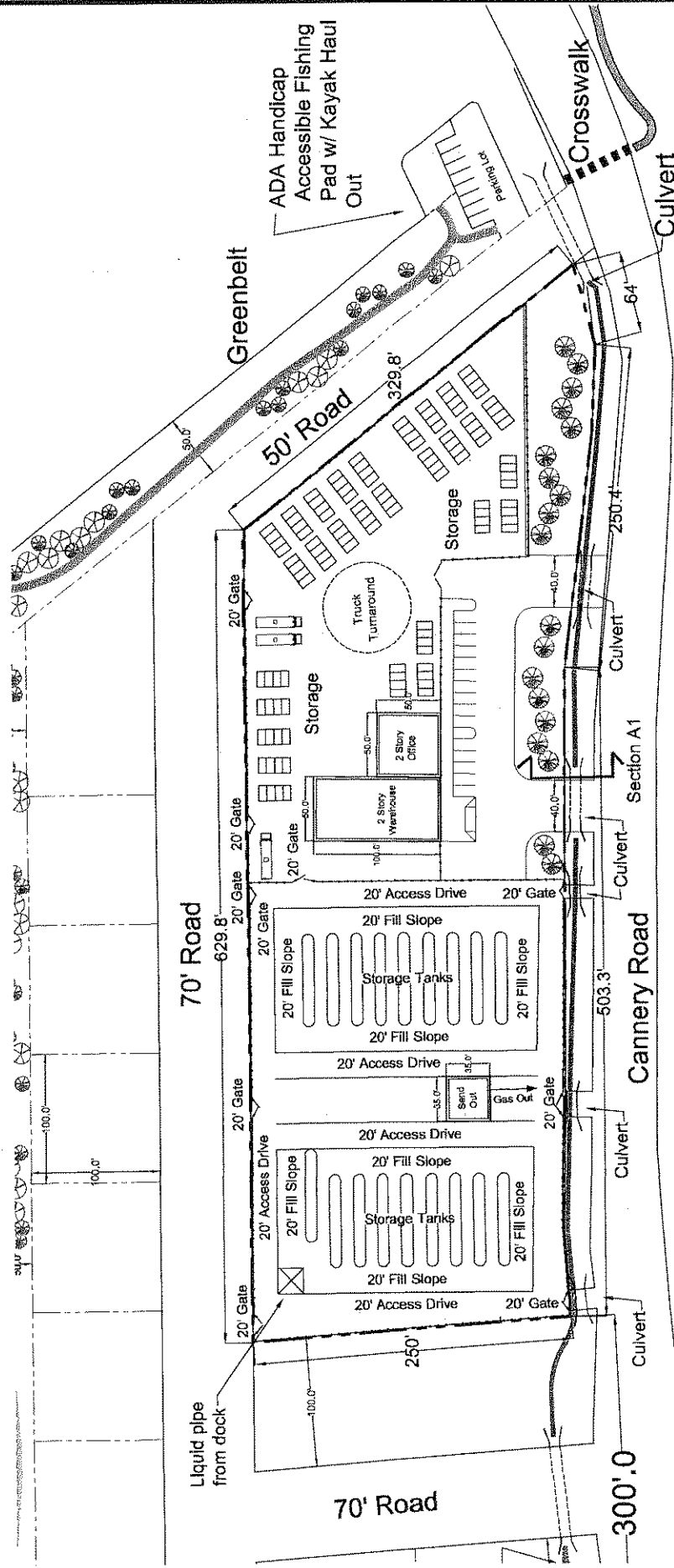


AIGCO Site Area: 4.21 acres (183,185 sf.)  
14.93 acres Total Project Fill

## Ocean Dock Overall Site Plan Attachment 1

SP-14. Preliminary Concept for Discussion Purposes Only

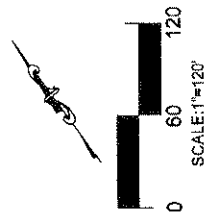
This map was created for illustrative purposes only.



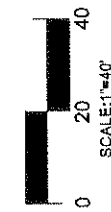
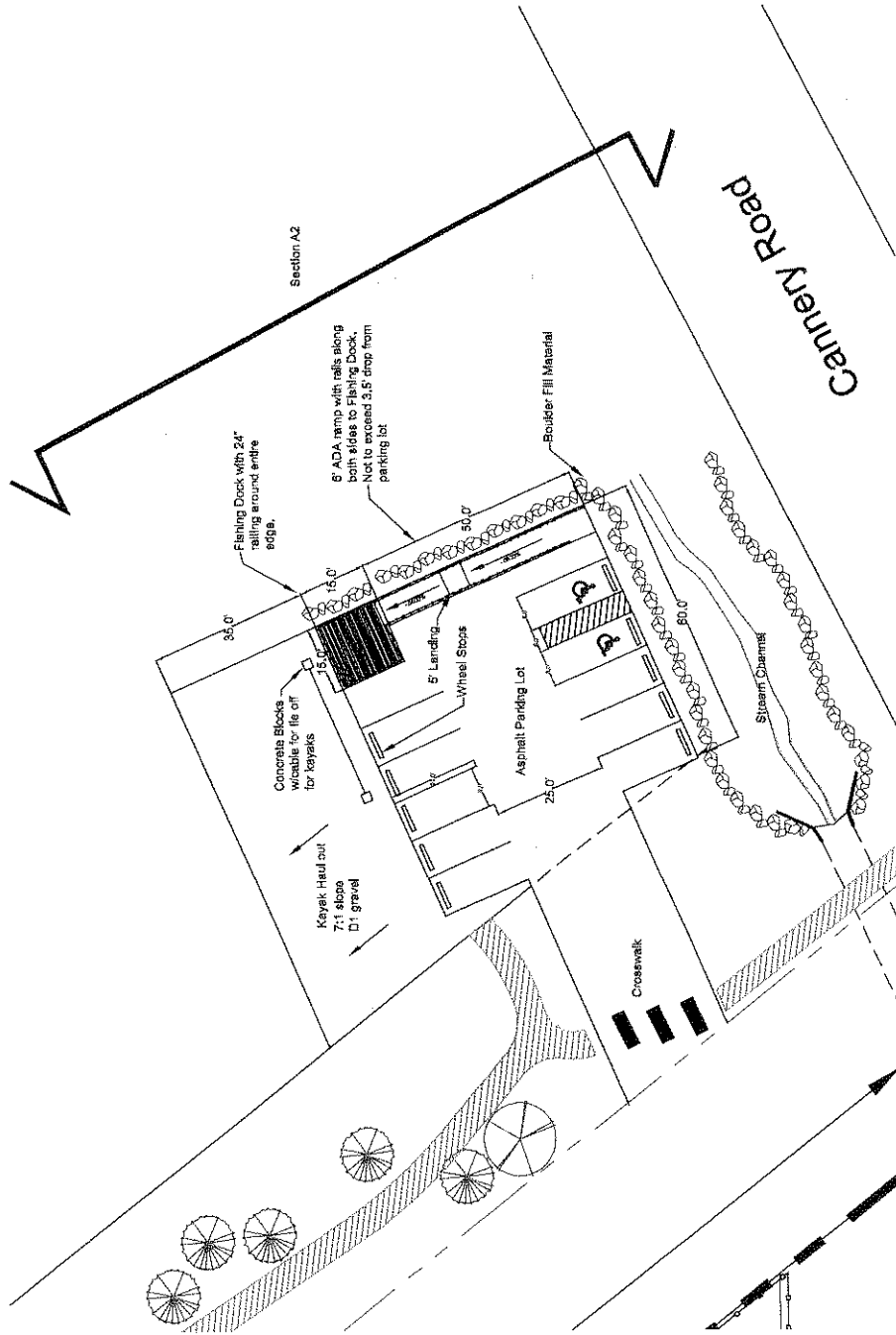
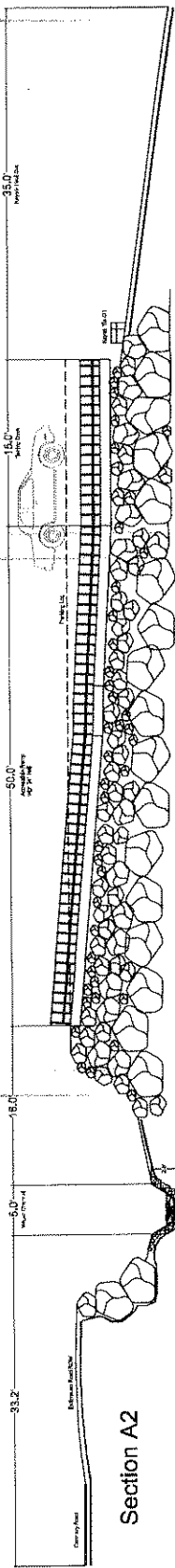
AIGCO Site Area: 4.21 acres (183,185 sf.)  
14.93 acres Total Project Fill

# AIGCO Ocean Dock Site Plan Attachment 2

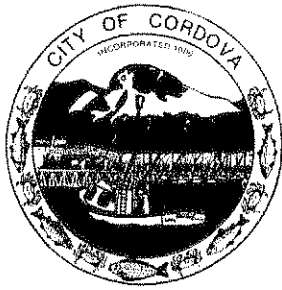
Existing  
Culverts



This map was created for illustrative purposes only.



# ADA Fishing Dock and Kayak Haul Out Attachment 3



City of Cordova  
602 Railroad Ave.  
P.O. Box 1210  
Cordova, Alaska 99574  
Phone: (907) 424-6200  
Fax: (907) 424-6000  
Email: [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# **CITY OF CORDOVA**

## *Office of City Manager*

June 15, 2011

Memo to City Council  
Re: Forest Receipts

This resolution is an acknowledgement of the receipt of the Forest Receipt funds, and also shows the amount of local school funding that the City is providing during 2011-12 school year. It also sets forth the schedule by which these funds are distributed to the school district, and shows that the City has met the legal school funding obligation required by state statute. Similar resolutions have been passed in previous years for this same purpose.

Thank you,

Mark Lynch  
City Manager



**CITY OF CORDOVA, ALASKA  
RESOLUTION 06-11-30**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
ESTABLISHING LOCAL GOVERNMENT CONTRIBUTION OF NATIONAL FOREST  
RECEIPTS FOR THE CORDOVA PUBLIC SCHOOL DISTRICT FOR THE SCHOOL  
FISCAL YEAR ENDING JUNE 30, 2012**

**WHEREAS**, in January 2011 the City of Cordova has received national forest receipts in the amount of \$1,080,179.79 for public schools; and

**WHEREAS**, payment made under the national forest receipts program for public schools must be used only for the operation, maintenance, repair or construction of public schools and may be used as the local government contribution to public schools under AS 14.17.410; and

**WHEREAS**, \$1,750,000.00 has been committed as local funding for operations to the Cordova Public School District for the school fiscal year ending June 30, 2012, plus \$40,940.00 as in-kind contribution; and

**WHEREAS**, the total commitment of the City of Cordova as local government contribution to public schools for the School Fiscal year 2012 is \$1,750,000.00, excluding in-kind contributions and capital projects, payable one-half in the last six months of calendar year 2011, and the other half in the first six months of calendar year 2012, \$875,000.00 respectively; and

**WHEREAS**, The City of Cordova adopted budget shows \$875,000.00 appropriated to be paid to the public school for the last six months of calendar year 2011.

**NOW, THEREFORE BE IT RESOLVED THAT**, the City of Cordova commits \$1,080,179.79 in forest receipts money to the public schools and at such time as adopted, the City of Cordova's calendar year 2012 budget and appropriation for Local Government Contribution for the Cordova Public School District shall include \$875,000.00, payable in six installments, January through June 2012, unless adopted otherwise or amended by City Council.

**PASSED AND APPROVED THIS 22<sup>nd</sup> DAY OF JUNE, 2011.**

---

James Kallander, Mayor

ATTEST:

---

Susan Bourgeois, City Clerk



City of Cordova  
602 Railroad Ave.  
P.O. Box 1210  
Cordova, Alaska 99574  
Phone: (907) 424-6200  
Fax: (907) 424-6000  
Email: [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net)  
Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# **CITY OF CORDOVA**

## ***Office of City Manager***

June 17, 2011

Memo to City Council  
Re: Safe Routes to School

Over the past two years the School District has worked on a Safe Routes to School Grant to improve safety of students walking and/or biking to school in Cordova. The funding has been secured and engineering is complete to build sidewalks and elevated crosswalks. Jim Nygaard has discussed this during his reports at previous Council meetings. At this time the School District has done all they can in the process and needs the City to finish out the project which will include overseeing the bid process, installation, and maintenance of the sidewalks and crosswalks. ADOT will also be involved for the sidewalk and crosswalks on Lake Ave.

Thank you,

Mark Lynch  
City Manager

**CITY OF CORDOVA, ALASKA  
RESOLUTION 06-11-31**

**A RESOLUTION OF CORDOVA CITY COUNCIL IN SUPPORT OF THE SAFE  
ROUTES TO SCHOOLS GRANT EFFORTS**

**WHEREAS**, the Cordova School District has been working on the Safe Routes to Schools Grant for the past 24 months with State and Federal agencies; and

**WHEREAS**, the Cordova City Council recognizes the need for safe routes for our school age children to walk/ride bicycles to school on a regular basis; and

**WHEREAS**, the Cordova City Council realizes that as motorized vehicle traffic increases around our schools by encouraging biking and walking, safety will be improved; and

**WHEREAS**, by developing safe routes to schools we can address the growing concern surrounding obesity of our student population by providing another means of rigorous physical activities such as walking or riding a bicycle to school; and

**WHEREAS**, with the second half of the grant about to be fully funded (\$500,000 total), the Cordova City Council is in full support of additional sidewalks and new elevated crosswalks on Adam's Street (a City street) and Lake Avenue (a State road).

**NOW THEREFORE BE IT RESOLVED**, that the Cordova City Council supports the efforts of the Cordova School District to obtain grant funding to this point, and accepts responsibility from this point forward in scheduling necessary work to see the project fully implemented.

**PASSED AND APPROVED THIS 22<sup>nd</sup> DAY OF JUNE, 2011**

\_\_\_\_\_  
James Kallander, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, City Clerk



City of Cordova  
602 Railroad Ave.  
P.O. Box 1210  
Cordova, Alaska 99574

Phone: (907) 424-6200

Fax: (907) 424-6000

Email: [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net)

Web: [www.cityofcordova.net](http://www.cityofcordova.net)

# **CITY OF CORDOVA**

## *Office of City Manager*

June 16, 2011

Memo to City Council  
Re: Transfer of Funds to School District

At the onset of the Mt. Eccles addition and renovation project, certain amounts of money were allocated to Equipment and Art as part of the budget approved by the Alaska Department of Education. During 2010 transfers of money to the School District for the purpose of purchasing Equipment and Art were done incrementally as needed. When the 2011 budget was completed it was unknown exactly what would be left at the end of the year, so the budget for these line items was left blank, and I informed Council that once the exact numbers were known I would present resolutions to include budget amendments. The Art line items (Gym & Reno) were closed out during 2010, but a total of \$81,424 remains in the Equipment line items. The accompanying resolution will complete the transfer for Equipment and close those line items as well. This is still from the proceeds of the Bond sale for Mt. Eccles, and money that was approved for this purpose.

Thank you,

Mark Lynch  
City Manager

**CITY OF CORDOVA, ALASKA  
RESOLUTION 06-11-32**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE TRANSFER OF \$81,424 TO THE CORDOVA SCHOOL  
DISTRICT, SPECIFICALLY TO BE SPENT FOR ACQUIRING EQUIPMENT IN THE  
MT. ECCLES ADDITION AND RENOVATION, AND AMENDING THE 2011 CITY OF  
CORDOVA BUDGET ACCORDINGLY.**

**WHEREAS**, the total amount approved for the Mt. Eccles School Project, by the Alaska Department of Education & Early Development, is \$16,614,304, of which \$6,895,789 is for the Gym Addition, and \$9,718,515 is for the Renovation, and

**WHEREAS**, by resolution the City Council of the City of Cordova adopted the 2011 budget with no budgeted amount for equipment due to a lack of knowledge of exactly how much would be available in the remaining equipment budget, and

**WHEREAS**, it is now known that \$5,202 remains in the Gymnasium Addition Equipment budget (420-405-52160) and \$76,222 remains in the Renovation Equipment budget (420-403-52160), and

**WHEREAS**, the Cordova School Superintendent has requested \$81,424 specifically to be spent for acquiring Equipment in the Mt. Eccles Addition and Renovation, which is within the amounts allowed by the Alaska Department of Education & Early Development.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby authorizes the transfer of \$81,424 to the Cordova School District specifically to be spent for acquiring Equipment in the Mt Eccles Addition and Renovation, and amending the 2011 City of Cordova Budget accordingly.

**PASSED AND APPROVED THIS 22<sup>nd</sup> DAY OF JUNE, 2011**

\_\_\_\_\_  
James Kallander, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, City Clerk

# Memorandum

**To:** Cordova City Council  
**From:** Samantha Greenwood, City Planner  
**Date:** 6/16/2011  
**Re:** Site Plan Review – Trident Seafoods Dolphin Pilings

---

## **PART I. GENERAL INFORMATION**

Legal Address: Tract 2, ALASKA TIDELANDS SURVEY NO. 220  
Requested Actions: Site Plan Review  
Applicant: Trident Seafoods North Plant  
Owners Name: Trident Seafoods Corporation  
Address: 5303 Shilshole Ave. NW  
Parcel Number: 02-060-102  
Zoning: Waterfront Industrial  
Lot Area: approximately 800 square feet

### **Attachments**

Location Map

## **PART II. BACKGROUND**

Trident Seafoods is proposing to install two Dolphin Pilings to provide additional moorage at Tract 2, ATS 220 next to an existing dock and ramp system. The Planning and Zoning Commission reviewed and unanimously passed the site plan at their June 14, 2011 meeting.

## **PART III. STAFF RECOMMENDATION**

Staff recommends that the City Council **APPROVE** the site plan presented by Trident Seafood to build Dolphin Pilings

## **PART IV. SUGGESTED MOTION**

"I move that the City Council approve Resolution 06-11-33 a resolution of the City Council of the City of Cordova, Alaska, approving a site plan for Trident Seafoods Inc. to install two dolphin pilings on Tract 2, ATS 220, to provide additional moorage"

**CITY OF CORDOVA, ALASKA  
RESOLUTION 06-11-33**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROVING A SITE PLAN FOR TRIDENT SEAFOODS INC. TO INSTALL TWO  
DOLPHIN PILINGS ON TRACT 2, ATS 220, TO PROVIDE ADDITIONAL MOORAGE**

**WHEREAS**, Trident Seafood Inc. submitted a site plan proposing to install two Dolphin Pilings to provide additional moorage on Tract 2, ATS 220; and

**WHEREAS**, the Planning and Zoning Commission, at its meeting held on June 14, 2011, reviewed the subject proposal and found it to be consistent with current zoning laws; and

**WHEREAS**, the Planning and Zoning Commission recommends that the City Council approve the site plan;

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Cordova, Alaska, hereby approves the site plan for Trident Seafoods Inc. to install two Dolphin Pilings to provide additional moorage on Tract 2, ATS 220.

**PASSED AND APPROVED THIS 22<sup>nd</sup> DAY OF JUNE, 2011.**

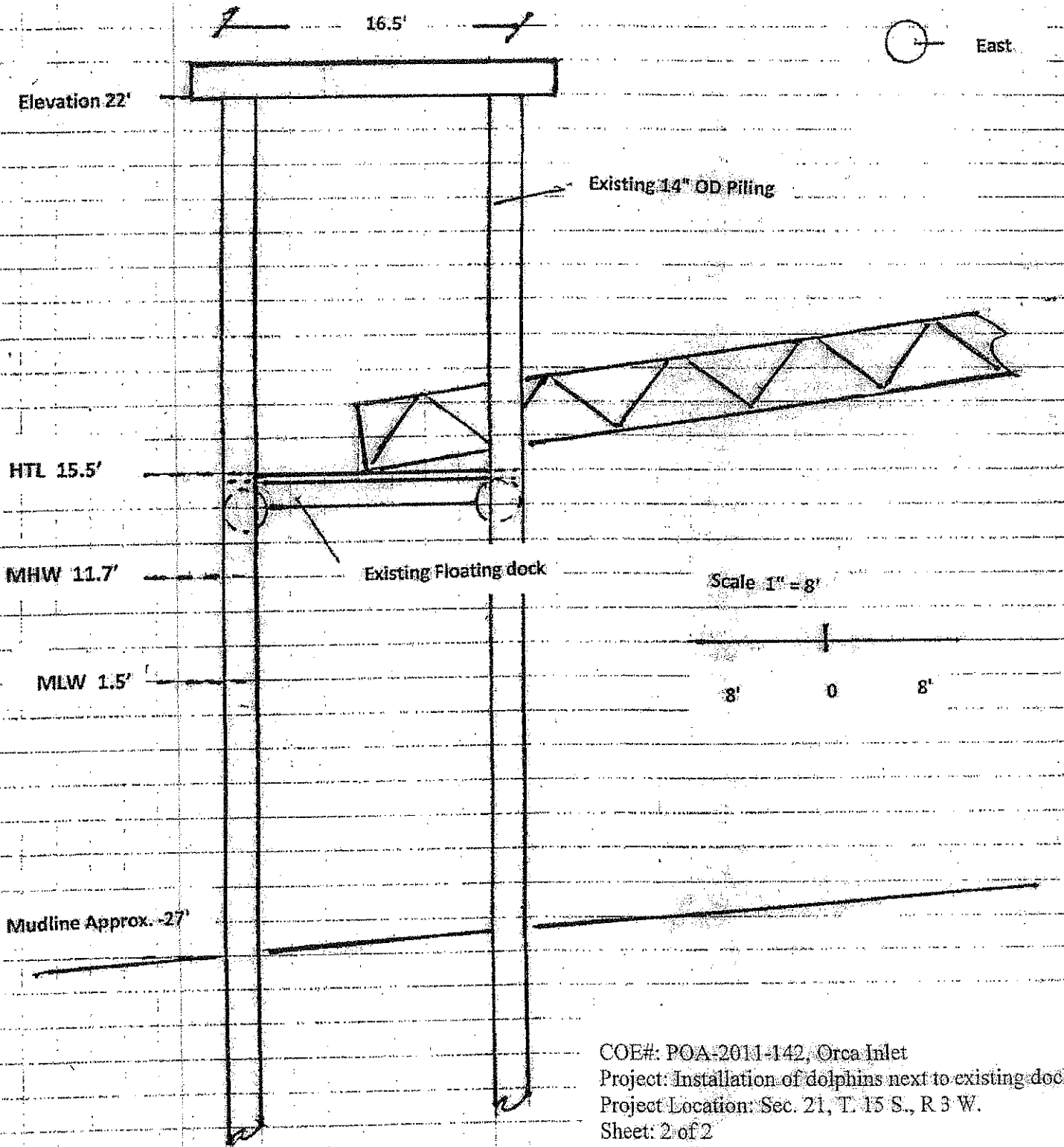
\_\_\_\_\_  
James Kallander, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, City Clerk







Location	Section	Address
City of Cordova Patent 120 ATS 220 - West and Adjacent Lot 2, Block 1 North Fill Development Park, Cordova	Existing Floating Dock and Piling Drawing 2 of 2	Trident Seafoods Corp. 301 Seafood Lane Cordova, Alaska 99574

North

Existing Steel Floating Dock  
and Piling (14" OD)

Proposed Dolphins

Scale 1" = 20'

City of Cordova Patent 120  
ATS 220

MHW 11.7'

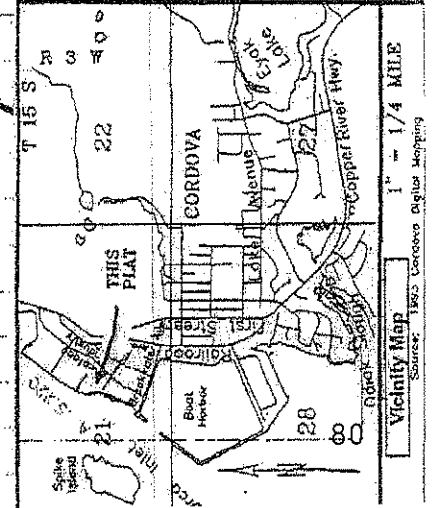
HTL 15.5'

4' x 80' Ramp

Rip Rap

162.5'

Lot 2, Block 1 North Fill  
Development Park



COE#: POA-2011-142, Orca Inlet

Project: Installation of dolphins next to existing doc

Project Location: Sec. 21, T. 15 S., R. 3 W.

Sheet: 1 of 2

Date: April 5, 2011

Plan View  
Existing Floating Dock  
and Piling  
Drawing 1 of 2

Location  
City of Cordova Patent 120  
ATS 220 - West and Adjacent  
Lot 2, Block 1 North Fill  
Development Park, Cordova

# Memorandum

To: City Council  
Thru: Samantha Greenwood, City Planner  
Date: June 15, 2011  
Re: Proposals for purchase  
Lot 3, Block 2, Southfill Development Park

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## **PART I. GENERAL INFORMATION:**

The timeline of the disposal of the Lot3, Block 2 SFDP

1. March 8, 2011: Planning and Zoning Commission recommended disposal of the lot.
2. March 16, 2011: City Council elected to sell the lot by proposal.
3. May 31, 2011: 30 day period proposal period ended
4. June 14, 2011: Planning and Zoning Commission reviewed the proposals

## **PART II. PLANNING & ZONING COMMISSION:**

The Planning and Zoning Commission reviewed and discussed their assigned powers & duties outlined in City Code 3.40.080. Finding that that all the proposals for Lot 3, Block 2 South Fill Development Park were in compliance with current zoning regulations and were consistent with the South Fill Development Plan, the following motion was made:

**M/Reggiani S/Srb** to forward all three proposals for purchase of Lot 3, Block 2 South Fill Development Park to the Cordova City Council as all three proposals meet the zoning regulations and all three are consistent with the development plan for the South Fill Development Park.

Motion passed: 4 yeas, 1 nay, 2 absent.

Yeas: Srb, Reggiani, Greenwood and McGann. Nays: Bailer, Absent: Padawer, LoForte  
Upon voice vote, motion passed 4-1

### 3.40.080 - Planning commission—Powers and duties—Designated.

The commission shall be required to do the following:

- A.** Develop, adopt, alter or revise, subject to approval by the city council, a master plan for the physical development of the city. Such master plan with accompanying maps, plats, charts, descriptive and explanatory matter, shall show the commission's recommendations for the development of the city territory, and may include, among other things:
1. Development of the type, location and sequence of all public improvements,
  2. The relocation, removal, extension or change of use of existing or future public ways, grounds, spaces, buildings, properties and utilities,
  3. The general extent and location of rehabilitation areas.

When a master plan for the city has been approved by the council, amendments, revisions and extensions thereof may be adopted by the council after consideration and report by the planning commission. All amendments, revisions or extensions shall correspond to major geographical divisions of the city or to functional divisions of the subject matter of the plan. When such master plan has been approved by the city council, no amendments, revisions or extensions thereto shall be approved except upon the affirmative vote of four members of the city council;

- B.** Exercise control over platting and subdivision of lots, blocks or lands within the city limits. All proposed plans, plats or replats of lots, blocks or lands within the city limits and all streets, alleys and other portions of the same intended to be dedicated to public or private use within the corporate limits shall first be submitted to the commission for its approval or rejection before such plans, plats or replats shall be entitled to record in the office of the district recorder for the Cordova Precinct. Unless the city council disapproves the action of the planning commission within twenty days, its decision shall be final. If the commission has approved any plan, plat or replat and city council has not within twenty days disapproved this action, the planning commission through its chairman shall endorse its approval on the plan, plat or replat and the owner thereof may then offer it for recording. In exercising the powers granted it by this section, the planning commission shall prepare and recommend for city council adoption regulations governing the subdivision of land within the city limits. Such regulations may provide for the harmonious development of the city and its environs, for the coordination of streets and other ways within the subdivided land with other existing or planned streets and ways or for conformance to the master plan or official map, for adequate open spaces, for spaces for traffic, utilities, recreation, light and air, and for the avoidance of congestion of population. Subdividing, for the purposes of this section, means and includes the division of any lot, tract or parcel of land into two or more lots, sites or other divisions of land for the purpose, whether immediate or future, of sale or building development. No lot, tract or parcel of land may be divided for any purpose whatsoever by means of metes or bounds, description or by any means other than platting or replatting as provided in Title 17 of this code;
- C.** Draft an official map of the city and recommend or disapprove proposed changes in such map;
- D.** Make and adopt plans for the clearance and rebuilding of slum districts and blighted areas within the city;
- E.** Submit annually to the city council, not less than ninety days prior to the beginning of the budget year, a list of recommended capital improvements which in the opinion of the commission are necessary or desirable to be constructed during the forthcoming three-year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year;
- F.** Promote public interest in and understanding of the master plan and of planning, zoning and slum clearance;
- G.** Make and develop plans for the replanning, improving and redevelopment of any areas within the city;
- H.** Make and develop plans for the replanning, reconstruction or redevelopment of any area or district within the city which may be destroyed in whole or in part or damaged by fire, earthquake or other disaster;
- I.** Make investigations regarding any matter related to city planning;
- J.** Make and prepare reports, prints, plats and plans for approval by the city council;
- K.** Make or cause to be made surveys, maps and plans relating to the location and design of any public building, dock, beach, ski ground, statue, memorial, park, parkway, boulevard, street, alley or playground. For the purpose of implementing this subsection, all departments of the city considering any such improvement are required, and all public agencies not a part of the city are requested, to inform the commission of the proposed improvement and submit such pertinent information to the commission and within such time as will enable the commission to recommend to city council whether the proposed improvement is consistent with the general plan and established planning principles. No public improvement shall be authorized by city council until the recommendation of the planning commission has been received and reviewed by the city council.

(Prior code § 15.102(g)).

**Additional Information required (Please attach separately)**

1. Please describe the type of business you're proposing to develop.
2. What is the proposed square footage of the building? Please provide a rough sketch of your building layout on the attached drawing of this lot.
3. What is the benefit of the proposed development to the community?
4. What is the value of the proposed improvements (in dollars)?
5. What is your proposed timeline for development?

**Please address to:**

City of Cordova  
Planning Department  
C/O Sealed Proposals  
P.O. Box 1210  
Cordova, Alaska 99574

**Cordova, Alaska, Code of Ordinances >> - SUPPLEMENT HISTORY TABLE >> Title 18 - ZONING >>  
Chapter 18.39 - WATERFRONT COMMERCIAL PARK DISTRICT >>**

**Chapter 18.39 - WATERFRONT COMMERCIAL PARK DISTRICT**

Sections:

- 18.39.010 - Purpose.
- 18.39.020 - Permitted principal uses and structures.
- 18.39.030 - Permitted accessory uses and structures.
- 18.39.040 - Conditional uses.
- 18.39.050 - Prohibited uses and structures.
- 18.39.060 - Minimum lot requirements.
- 18.39.070 - Minimum setback requirements.
- 18.39.080 - Maximum height of buildings and structures.
- 18.39.090 - Required off-street parking and loading.
- 18.39.100 - Signs.
- 18.39.110 - Drainage.
- 18.39.120 - Minimum finished floor elevations.
- 18.39.130 - Site plan and architectural review.

**18.39.010 - Purpose.**

The following statement of intent and use regulations shall apply in the WCP district: The waterfront commercial park district is intended to be applied to land with direct access or close proximity to navigable tidal waters within the city. Structures within the WCP district are to be constructed in such a manner as to be aesthetically consistent with, and reflect the community's marine-oriented lifestyle. Uses within the waterfront commercial park district are intended to be water-dependent or water-related, and primarily those uses that are particularly related to location, recreation or commercial enterprises that derive an economic or social benefit from a waterfront location.

(Ord. 612 (part), 1986).

**18.39.020 - Permitted principal uses and structures.**

The following are the permitted principal uses and structures in the WCP district:

- A. Boat charter services;
- B. Commercial and sport fishing supplies and services;
- C. Docks and harbor facilities;
- D. Eating and drinking facilities;
- E. Fish and seafood markets;
- F. Fueling piers;
- G. Gift shops;
- H. Hotels;
- I. Laundromats and laundries;
- J. Marine-related retail and wholesale stores;
- K. Offices associated with permitted principal uses;
- L. Recreational goods sales;
- M. Travel agencies;
- N. Visitor information center;
- O. Waterfront parks, access paths, and boardwalks.

(Ord. 612 (part), 1986).

**18.39.030 - Permitted accessory uses and structures.**

The following are the permitted accessory uses and structures in the WCP district:

- A. Accessory buildings;
- B. Parking in conjunction with permitted principal uses and conditional uses;
- C. Outside storage;
- D. Processing of seafood where no more than two thousand square feet of gross floor space of structure is used for processing. The smoking of seafood is prohibited.
- E. Watchman's quarters.

(Ord. 612 (part), 1986).

(Ord. No. 1073, 7-7-2010)

#### 18.39.040 - Conditional uses.

Subject to the requirements of the conditional use standards and procedures of this title, the following uses may be permitted in the WCP district:

- A. Outside storage.

(Ord. 612 (part), 1986).

#### 18.39.050 - Prohibited uses and structures.

Any use or structure not of a character as indicated under permitted principal uses and structures or permitted under conditional uses is prohibited.

(Ord. 612 (part), 1986).

#### 18.39.060 - Minimum lot requirements.

The following are the minimum lot requirements in the WCP district:

- A. Lot width, ninety feet
- B. Lot area, nine thousand square feet.

(Ord. 802 § 1, 1998; Ord. 612 (part), 1986).

#### 18.39.070 - Minimum setback requirements.

The following are the minimum setback requirements in the WCP district:

- A. Front yard, fifteen feet
- B. Side yard, five feet
- C. Rear yard, five feet.

(Ord. 802 § 2, 1998; Ord. 612 (part), 1986).

#### 18.39.080 - Maximum height of buildings and structures.

The following are the maximum heights of buildings and structures in the WCP district:

- A. Principal buildings and structures, 30 feet
- B. Accessory buildings and structures, 20 feet.

(Ord. 623 § 1, 1987; Ord. 612 (part), 1986).

#### 18.39.090 - Required off-street parking and loading.

The requirements for off-street parking and loading in the WCP district shall be as set forth in Chapter 18.48 of this code. In addition the following parking requirements shall apply to property in the WCP district:

- A. Parking areas and drives shall be limited to fifty percent of the required front yards to provide for landscaping, pathways, or similar nonvehicular improvements.
- B. Parking areas in required front yards shall be separated from property lines to provide for the delineation and limitation of access drives.

(Ord. 802 § 3, 1998; Ord. 612 (part), 1986).

#### 18.39.100 - Signs.

Signs may be allowed in the WCP district subject to the supplementary district regulations, the Uniform Sign Code, and as set forth in Chapter 18.44 of this code.

(Ord. 612 (part), 1986).

#### 18.39.110 - Drainage.

The developer wishing to develop land in the WCP district shall be required to submit a drainage plan. Such drainage plan shall address stormwater runoff from the unused portion of the lot, and roof runoff.

(Ord. 612 (part), 1986).

#### 18.39.120 - Minimum finished floor elevations.

In the WCP district, the minimum finished floor elevations as listed shall be adhered to:

South Fill Development Park	Feet
Block 1, Lot 2	24.00
3	24.00
5	24.00
6	24.25
7	25.00
8	25.50
10	25.75
Block 1, Lot 11	25.75
12	25.25
Block 2, Lot 2	25.00
Block 2, Lot 3	25.25
4	25.50
5	25.75
6	26.00
7	26.00
8	26.00
9	25.75
10	25.50

Note: Elevation datum based on the following: North Bolt fire hydrant at northwest corner of intersection of Nicholoff Way and Railroad Avenue: Elevation 29.84 feet above M.L.L.W.

(Ord. 612 (part), 1986).

#### 18.39.130 - Site plan and architectural review.

The development plan of any proposed development in the WCP district shall be subject to review by the planning commission. The architectural plans shall, in addition to requirements of Sections 18.39.010 through 18.39.120, include the following:

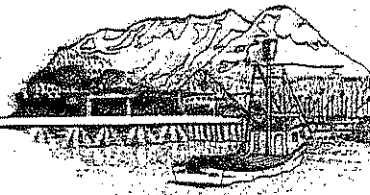
- A. Exterior finish material;
- B. Color scheme.

Exterior siding finish of structures shall be wood, stucco, brick or approved metal building material. Color scheme of exterior siding and roof finish shall consist of earth tones.

(Ord. 612 (part), 1986).



# CITY OF CORDOVA



## SEALED PROPOSAL FORM

All proposals must be submitted by Tuesday, May 31st 2011 @ 5p.m in a sealed envelope.

Property: Lot 3, Block 2, located in South Fill Development Park. See attached map.

Name of Proposer BECKY CHAPEK  
Name of Business DEPOT DINER

Address P.O. Box 1564  
Cordova, AK

Phone Number 424-5356

**Note:** All submitted proposals for this property will be reviewed by the Planning & Zoning Commission who will then recommend a proposal to City Council for final review and acceptance. The City Council reserves the right to reject any, part of any or all proposals, or to accept any proposal deemed most advantageous to the City of Cordova.

The chosen proposal will be required to provide a Site Plan and Architectural review per City of Cordova Municipal Code section 18.39.130 - Site Plan and Architectural review. This process shall be completed prior to a Building Permit being issued.

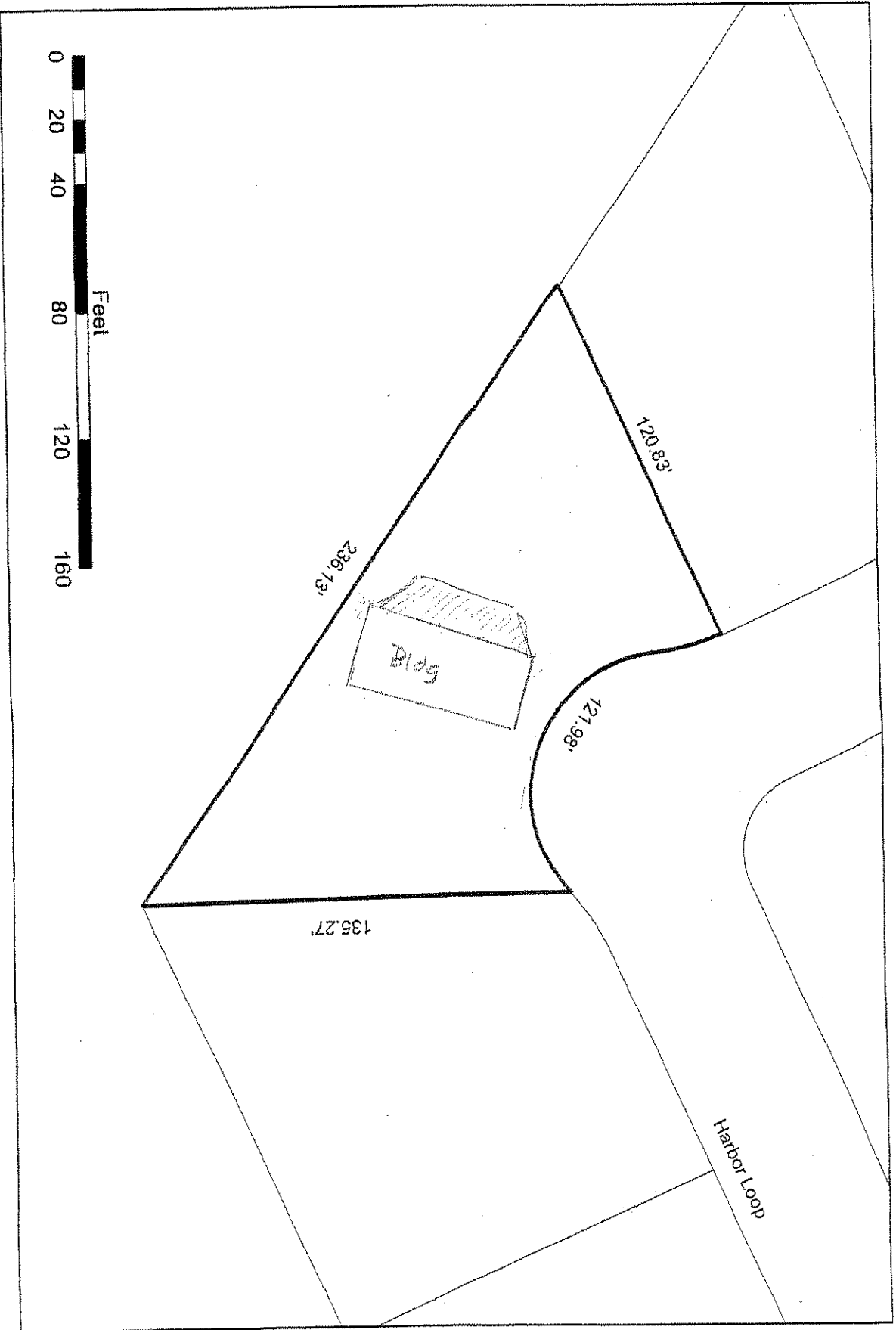
The minimum price that will be accepted for Lot 3, Block 2 South Fill Development Park is \$62,000. This is the Fair Market Value determined by a qualified appraiser licensed by the State of Alaska. If the successful proposal amount is greater than the appraised value then that shall be the amount paid for the property. In no event shall the winning bid amount be less than Fair Market Value.

Proposed Price \$75,600

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

Please review the attached section of Code for the allowable uses within the Waterfront Commercial Zone District.

# Lot 3 Block 2



DATE: MAY 19, 2011

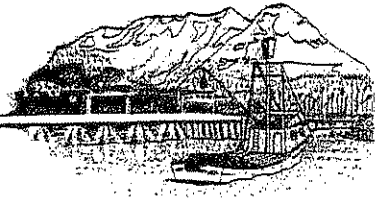
TO: CITY OF CORDOVA - PLANNING

FROM: BECKY CHAPEK

RE: LOT 3, BLOCK 2 SOUTH FILL DEVELOPMENT

1. I propose moving the Airport Depot Diner from the airport to this lot. It would continue being used as an eating and drinking establishment open year round.
2. The building is approximately 27 by 56 feet not including stairs, porches or the deck that is drawn on the attached diagram showing building placement.
3. Cordova lacks year round options for dining and employment. This would provide both to the community. These are the type of places that should be considered as essential support for the infrastructure that needs to be in place for the success of drawing groups to the Cordova center.
4. \$500,000 as proposed plus there will be other additional improvements on the site in the future.
5. If we are able to begin the process of moving this building by June 15<sup>th</sup>, it could be on site and operational as early as September 15 of 2011.

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

All proposals must be submitted by Tuesday, May 31st 2011 @ 5p.m in a sealed envelope.

Property: Lot 3, Block 2, located in South Fill Development Park. See attached map.

Name of Proposer Native Village of Eyak  
Name of Business Ilanka Cultural Center & Museum

Address Po Box 1388  
Cordova Alaska 99574

Phone Number 907 424 7238

**Note:** All submitted proposals for this property will be reviewed by the Planning & Zoning Commission who will then recommend a proposal to City Council for final review and acceptance. The City Council reserves the right to reject any, part of any or all proposals, or to accept any proposal deemed most advantageous to the City of Cordova.

The chosen proposal will be required to provide a Site Plan and Architectural review per City of Cordova Municipal Code section 18.39.130 - Site Plan and Architectural review. This process shall be completed prior to a Building Permit being issued.

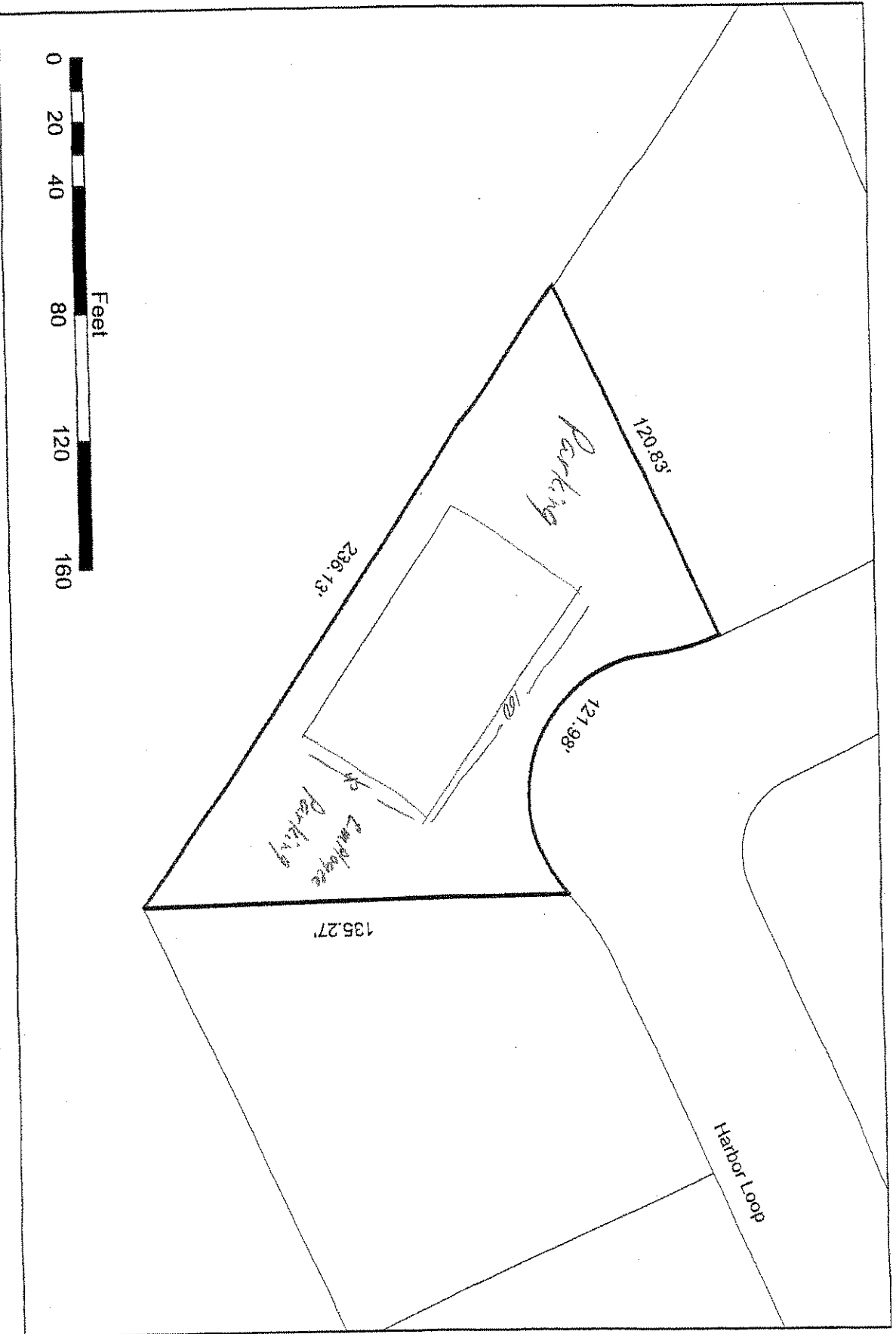
The minimum price that will be accepted for Lot 3, Block 2 South Fill Development Park is \$62,000. This is the Fair Market Value determined by a qualified appraiser licensed by the State of Alaska. If the successful proposal amount is greater than the appraised value then that shall be the amount paid for the property. In no event shall the winning bid amount be less than Fair Market Value.

Proposed Price 75,000

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

Please review the attached section of Code for the allowable uses within the Waterfront Commercial Zone District.

# Lot 3 Block 2



110 Nicholoff Way  
P.O. Box 1388  
Cordova, Alaska 99574-1388  
Ph (907) 424-7738 \* Fax (907) 424-7739



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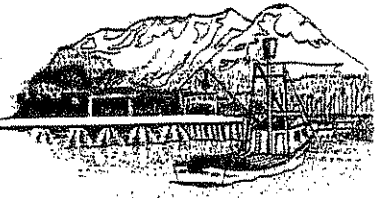
10,000 years in our Traditional Homeland, Prince William Sound, the Copper River Delta, & the Gulf of Alaska

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**Proposal for Property – Lot 3, Block 2, located in South Fill Development Park.**

1. The Native Village of Eyak would like to expand the gift shop and museum.
2. The building would be a two story building with approximately 4000 square feet of floor space on each floor.
3. The Ilanka Cultural Center is currently restricted by limited space. If the facility was expanded both the museum and the gift shop could be expanded. It is our hope that this would increase the amount of inventory on hand, sales to the public and increased sales taxes.
4. Estimated to be 1.5 million dollars
5. Within 6 months of notification of sale Native Village of Eyak will engage an architectural firm to start designing the facility. Construction will start as soon as possible thereafter.

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

All proposals must be submitted by Tuesday, May 31st 2011 @ 5p.m in a sealed envelope.

Property: Lot 3, Block 2, located in South Fill Development Park. See attached map.

Name of Proposer DAVID AND BOOTSLYN ROEMHILDT

Name of Business - NEW BUSINESS -

Address PO Box 2294  
CORDOVA, AK 99574

Phone Number 424 - 7765

**Note:** All submitted proposals for this property will be reviewed by the Planning & Zoning Commission who will then recommend a proposal to City Council for final review and acceptance. The City Council reserves the right to reject any, part of any or all proposals, or to accept any proposal deemed most advantageous to the City of Cordova.

The chosen proposal will be required to provide a Site Plan and Architectural review per City of Cordova Municipal Code section 18.39.130 - Site Plan and Architectural review. This process shall be completed prior to a Building Permit being issued.

The minimum price that will be accepted for Lot 3, Block 2 South Fill Development Park is \$62,000. This is the Fair Market Value determined by a qualified appraiser licensed by the State of Alaska. If the successful proposal amount is greater than the appraised value then that shall be the amount paid for the property. In no event shall the winning bid amount be less than Fair Market Value.

Proposed Price \$ 75,500

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

Please review the attached section of Code for the allowable uses within the Waterfront Commercial Zone District.

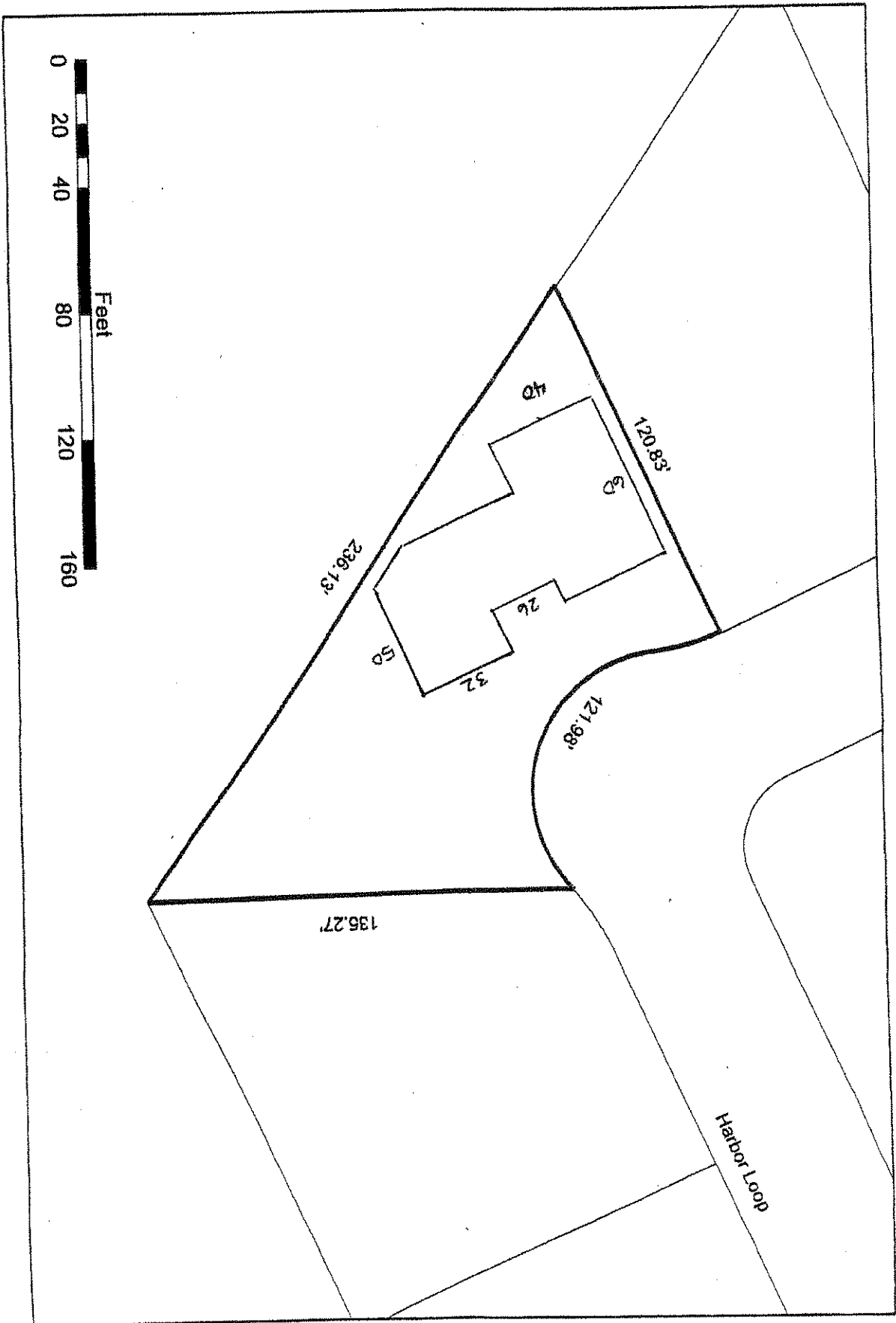
David and Bootslyn Roemhildt  
PO Box 2294  
Mile 6 Copper River Highway  
Cordova, Alaska 99574

### Proposal for Lot 3, Block 2 South Fill Development Park.

1. We are proposing to develop a business on Lot 3 that will provide year-round food, laundry, showers, work stations and business center, with a particular emphasis on providing these services in an economical way to support the fleet in the summer and the whole community in the winter by utilizing hi-efficiency building techniques and alternative energy sources.
2. The proposed development would be approximately 5200 square feet on the ground floor with an additional 1800 square feet on the second floor.
3. The proposed development will benefit the community by expanding the offering of services to the fishing fleet, seasonal visitors, harbor users and community by:
  - a. Providing a year-round café suited to both fishermen and families.
  - b. Providing a full-service and fast laundromat with extra large load machines and an extractor.
  - c. Providing small office and work station space for fishermen and other small businesses.
  - d. Providing a business center for fax, copy, scan, phone and electronic services.
  - e. Providing comfortable and clean showers and bathing that meet ADA handicap requirements.
  - f. Increasing sales tax dollars, especially those coming from seasonal visitors and non-resident fishermen.
  - g. Allowing the Harbor Department to get out of the shower business, and the costs and space associated with maintaining that service for the public.
  - h. Providing better services to visitors and non-resident fishermen which may make them more likely to bring or keep their families in Cordova during the summer while they fish, work or recreate.
  - i. Providing up to five new full time jobs and the economic activity that extra local payroll creates.
4. The value of the development is estimated at \$1,200,000.
5. We propose to have the building completed within three years.



# Lot 3 Block 2



# Memorandum

To: City Council

Thru: Samantha Greenwood, City Planner

Date: June 15, 2011

Re: **Requests for purchase of lots**

Lot 5, Block 2, Southfill Development Park

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## **PART I. GENERAL INFORMATION:**

The timeline of the disposal of the Lot5, Block 2 SFDP

1. March 8, 2011; Planning and Zoning Commission recommended disposing of the lot.
2. March 16, 2011; City Council elected to sell the lot by proposal.
3. May 31, 2011; 30 day period proposal period ended
4. June 14, 2011; Planning and Zoning Commission reviewed the proposals

## **PART II. Planning Commission and Zoning**

The Planning and Zoning Commission reviewed and discussed their assigned powers & duties outlined in City Code 3.40.080. Finding that all the proposals for Lot 5, Block 2 South Fill Development Park were in compliance with current zoning regulations and were consistent with the South Fill Development plan the motion was made:

**M/Reggiani S/McGann** to forward all four proposals to purchase Lot 5, Block 2 South Fill Development Park to the Cordova City Council as they meet the zoning regulations and are consistent with the Development plan for the South Fill Development Park.

Motion passed: 4 yeas, 1 nay, 2 absent.

Yeas: Srb, Reggiani, Greenwood and McGann, Nays: Bailer, Absent: Padawer, LoForte  
Upon voice vote, motion passed 4-1

**3.40.080 - Planning commission—Powers and duties—Designated.**

The commission shall be required to do the following:

- A.** Develop, adopt, alter or revise, subject to approval by the city council, a master plan for the physical development of the city. Such master plan with accompanying maps, plats, charts, descriptive and explanatory matter, shall show the commission's recommendations for the development of the city territory, and may include among other things:
1. Development of the type, location and sequence of all public improvements,
  2. The relocation, removal, extension or change of use of existing or future public ways, grounds, spaces, buildings, properties and utilities,
  3. The general extent and location of rehabilitation areas.
- When a master plan for the city has been approved by the council, amendments, revisions and extensions thereof may be adopted by the council after consideration and report by the planning commission. All amendments, revisions or extensions shall correspond to major geographical divisions of the city or to functional divisions of the subject matter of the plan. When such master plan has been approved by the city council, no amendments, revisions or extensions thereto shall be approved except upon the affirmative vote of four members of the city council;
- B.** Exercise control over platting and subdivision of lots, blocks or lands within the city limits. All proposed plans, plats or replats of lots, blocks or lands within the city limits and all streets, alleys and other portions of the same intended to be dedicated to public or private use within the corporate limits shall first be submitted to the commission for its approval or rejection before such plans, plats or replats shall be entitled to record in the office of the district recorder for the Cordova Precinct. Unless the city council disapproves the action of the planning commission within twenty days, its decision shall be final. If the commission has approved any plan, plat or replat and city council has not within twenty days disapproved this action, the planning commission through its chairman shall endorse its approval on the plan, plat or replat and the owner thereof may then offer it for recording. In exercising the powers granted it by this section, the planning commission shall prepare and recommend for city council adoption regulations governing the subdivision of land within the city limits. Such regulations may provide for the harmonious development of the city and its environs, for the coordination of streets and other ways within the subdivided land with other existing or planned streets and ways or for conformance to the master plan or official map, for adequate open spaces, for spaces for traffic, utilities, recreation, light and air, and for the avoidance of congestion of population. Subdividing, for the purposes of this section, means and includes the division of any lot, tract or parcel of land into two or more lots, sites or other divisions of land for the purpose, whether immediate or future, of sale or building development. No lot, tract or parcel of land may be divided for any purpose whatsoever by means of metes or bounds, description or by any means other than platting or replatting as provided in Title 17 of this code;
- C.** Draft an official map of the city and recommend or disapprove proposed changes in such map;
- D.** Make and adopt plans for the clearance and rebuilding of slum districts and blighted areas within the city;
- E.** Submit annually to the city council, not less than ninety days prior to the beginning of the budget year, a list of recommended capital improvements which in the opinion of the commission are necessary or desirable to be constructed during the forthcoming three-year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year;
- F.** Promote public interest in and understanding of the master plan and of planning, zoning and slum clearance;
- G.** Make and develop plans for the replanning, improving and redevelopment of any areas within the city;
- H.** Make and develop plans for the replanning, reconstruction or redevelopment of any area or district within the city which may be destroyed in whole or in part or damaged by fire, earthquake or other disaster;
- I.** Make investigations regarding any matter related to city planning;
- J.** Make and prepare reports, prints, plats and plans for approval by the city council;
- K.** Make or cause to be made surveys, maps and plans relating to the location and design of any public building, dock, beach, ski ground, statue, memorial, park, parkway, boulevard, street, alley or playground. For the purpose of implementing this subsection, all departments of the city considering any such improvement are required, and all public agencies not a part of the city are requested, to inform the commission of the proposed improvement and submit such pertinent information to the commission and within such time as will enable the commission to recommend to city council whether the proposed improvement is consistent with the general plan and established planning principles. No public improvement shall be authorized by city council until the recommendation of the planning commission has been received and reviewed by the city council.

(Prior code § 15.102(g)).

**Additional Information required (Please attach separately)**

1. Please describe the type of business you're proposing to develop.
2. What is the proposed square footage of the building? Please provide a rough sketch of your building layout on the attached drawing of this lot.
3. What is the benefit of the proposed development to the community?
4. What is the value of the proposed improvements (in dollars)?
5. What is your proposed timeline for development?

**Please address to:**

**City of Cordova  
Planning Department  
C/O Sealed Proposals  
P.O. Box 1210  
Cordova, Alaska 99574**

**Cordova, Alaska, Code of Ordinances >> - SUPPLEMENT HISTORY TABLE >> Title 18 - ZONING >>  
Chapter 18.39 - WATERFRONT COMMERCIAL PARK DISTRICT >>**

**Chapter 18.39 - WATERFRONT COMMERCIAL PARK DISTRICT**

Sections:

- 18.39.010 - Purpose.
- 18.39.020 - Permitted principal uses and structures.
- 18.39.030 - Permitted accessory uses and structures.
- 18.39.040 - Conditional uses.
- 18.39.050 - Prohibited uses and structures.
- 18.39.060 - Minimum lot requirements.
- 18.39.070 - Minimum setback requirements.
- 18.39.080 - Maximum height of buildings and structures.
- 18.39.090 - Required off-street parking and loading.
- 18.39.100 - Signs.
- 18.39.110 - Drainage.
- 18.39.120 - Minimum finished floor elevations.
- 18.39.130 - Site plan and architectural review.

**18.39.010 - Purpose.**

The following statement of intent and use regulations shall apply in the WCP district: The waterfront commercial park district is intended to be applied to land with direct access or close proximity to navigable tidal waters within the city. Structures within the WCP district are to be constructed in such a manner as to be aesthetically consistent with, and reflect the community's marine-oriented lifestyle. Uses within the waterfront commercial park district are intended to be water-dependent or water-related, and primarily those uses that are particularly related to location, recreation or commercial enterprises that derive an economic or social benefit from a waterfront location.

(Ord. 612 (part), 1986).

**18.39.020 - Permitted principal uses and structures.**

The following are the permitted principal uses and structures in the WCP district:

- A. Boat charter services;
- B. Commercial and sport fishing supplies and services;
- C. Docks and harbor facilities;
- D. Eating and drinking facilities;
- E. Fish and seafood markets;
- F. Fueling piers;
- G. Gift shops;
- H. Hotels;
- I. Laundromats and laundries;
- J. Marine-related retail and wholesale stores;
- K. Offices associated with permitted principal uses;
- L. Recreational goods sales;
- M. Travel agencies;
- N. Visitor information center;
- O. Waterfront parks, access paths, and boardwalks.

(Ord. 612 (part), 1986).

**18.39.030 - Permitted accessory uses and structures.**

The following are the permitted accessory uses and structures in the WCP district:

- A. Accessory buildings;
- B. Parking in conjunction with permitted principal uses and conditional uses;
- C. Outside storage;
- D. Processing of seafood where no more than two thousand square feet of gross floor space of structure is used for processing. The smoking of seafood is prohibited.
- E. Watchman's quarters.

(Ord. 612 (part), 1986).

(Ord. No. 1073, 7-7-2010)

#### **18.39.040 - Conditional uses.**

Subject to the requirements of the conditional use standards and procedures of this title, the following uses may be permitted in the WCP district:

- A. Outside storage.  
(Ord. 612 (part), 1986).

#### **18.39.050 - Prohibited uses and structures.**

Any use or structure not of a character as indicated under permitted principal uses and structures or permitted under conditional uses is prohibited.

(Ord. 612 (part), 1986).

#### **18.39.060 - Minimum lot requirements.**

The following are the minimum lot requirements in the WCP district:

- A. Lot width, ninety feet
- B. Lot area, nine thousand square feet.  
(Ord. 802 § 1, 1998; Ord. 612 (part), 1986).

#### **18.39.070 - Minimum setback requirements.**

The following are the minimum setback requirements in the WCP district:

- A. Front yard, fifteen feet
- B. Side yard, five feet
- C. Rear yard, five feet.  
(Ord. 802 § 2, 1998; Ord. 612 (part), 1986).

#### **18.39.080 - Maximum height of buildings and structures.**

The following are the maximum heights of buildings and structures in the WCP district:

- A. Principal buildings and structures, 30 feet
- B. Accessory buildings and structures, 20 feet.  
(Ord. 623 § 1, 1987; Ord. 612 (part), 1986).

#### **18.39.090 - Required off-street parking and loading.**

The requirements for off-street parking and loading in the WCP district shall be as set forth in Chapter 18.48 of this code. In addition the following parking requirements shall apply to property in the WCP district:

- A. Parking areas and drives shall be limited to fifty percent of the required front yards to provide for landscaping, pathways, or similar nonvehicular improvements.
- B. Parking areas in required front yards shall be separated from property lines to provide for the delineation and limitation of access drives.

(Ord. 802 § 3, 1998; Ord. 612 (part), 1986).

#### **18.39.100 - Signs.**

Signs may be allowed in the WCP district subject to the supplementary district regulations, the Uniform Sign Code, and as set forth in Chapter 18.44 of this code.

(Ord. 612 (part), 1986).

#### 18.39.110 - Drainage.

The developer wishing to develop land in the WCP district shall be required to submit a drainage plan. Such drainage plan shall address stormwater runoff from the unused portion of the lot, and roof runoff.

(Ord. 612 (part), 1986).

#### 18.39.120 - Minimum finished floor elevations.

In the WCP district, the minimum finished floor elevations as listed shall be adhered to:

South Fill Development Park	Feet
Block 1, Lot 2	24.00
3	24.00
5	24.00
6	24.25
7	25.00
8	25.50
10	25.75
Block 1, Lot 11	25.75
12	25.25
Block 2, Lot 2	25.00
Block 2, Lot 3	25.25
4	25.50
5	25.75
6	26.00
7	26.00
8	26.00
9	25.75
10	25.50

Note: Elevation datum based on the following: North Bolt fire hydrant at northwest corner of intersection of Nicholoff Way and Railroad Avenue: Elevation 29.84 feet above M.L.L.W.

(Ord. 612 (part), 1986).

#### 18.39.130 - Site plan and architectural review.

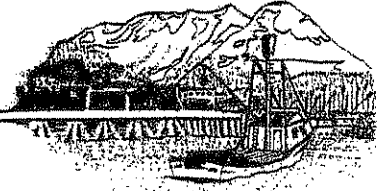
The development plan of any proposed development in the WCP district shall be subject to review by the planning commission. The architectural plans shall, in addition to requirements of Sections 18.39.010 through 18.39.120, include the following:

- A. Exterior finish material;
- B. Color scheme.

Exterior siding finish of structures shall be wood, stucco, brick or approved metal building material. Color scheme of exterior siding and roof finish shall consist of earth tones.

(Ord. 612 (part), 1986).

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

All proposals must be submitted by Tuesday, May 31st 2011 @ 5p.m in a sealed envelope.

Property: Lot 5, Block 2, located in South Fill Development Park. See attached map.

Name of Proposer DAVID AND BOOTSLYN ROEMHILLOT  
Name of Business PLUMBLINE SUPPLY - REDDEN NET

Address PO Box 2294  
CORDOVA, AK 99574

Phone Number 424-7765

**Note:** All submitted proposals for this property will be reviewed by the Planning & Zoning Commission who will then recommend a proposal to City Council for final review and acceptance. The City Council reserves the right to reject any, part of any or all proposals, or to accept any proposal deemed most advantageous to the City of Cordova.

The chosen proposal will be required to provide a Site Plan and Architectural review per City of Cordova Municipal Code section 18.39.130 - Site Plan and Architectural review. This process shall be completed prior to a Building Permit being issued.

The minimum price that will be accepted for Lot 5, Block 2 South Fill Development Park is \$60,000. This is the Fair Market Value determined by a qualified appraiser licensed by the State of Alaska. If the successful proposal amount is greater than the appraised value then that shall be the amount paid for the property. In no event shall the winning bid amount be less than Fair Market Value.

Proposed Price \$73,500

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

Please review the attached section of Code for the allowable uses within the Waterfront Commercial Zone District.

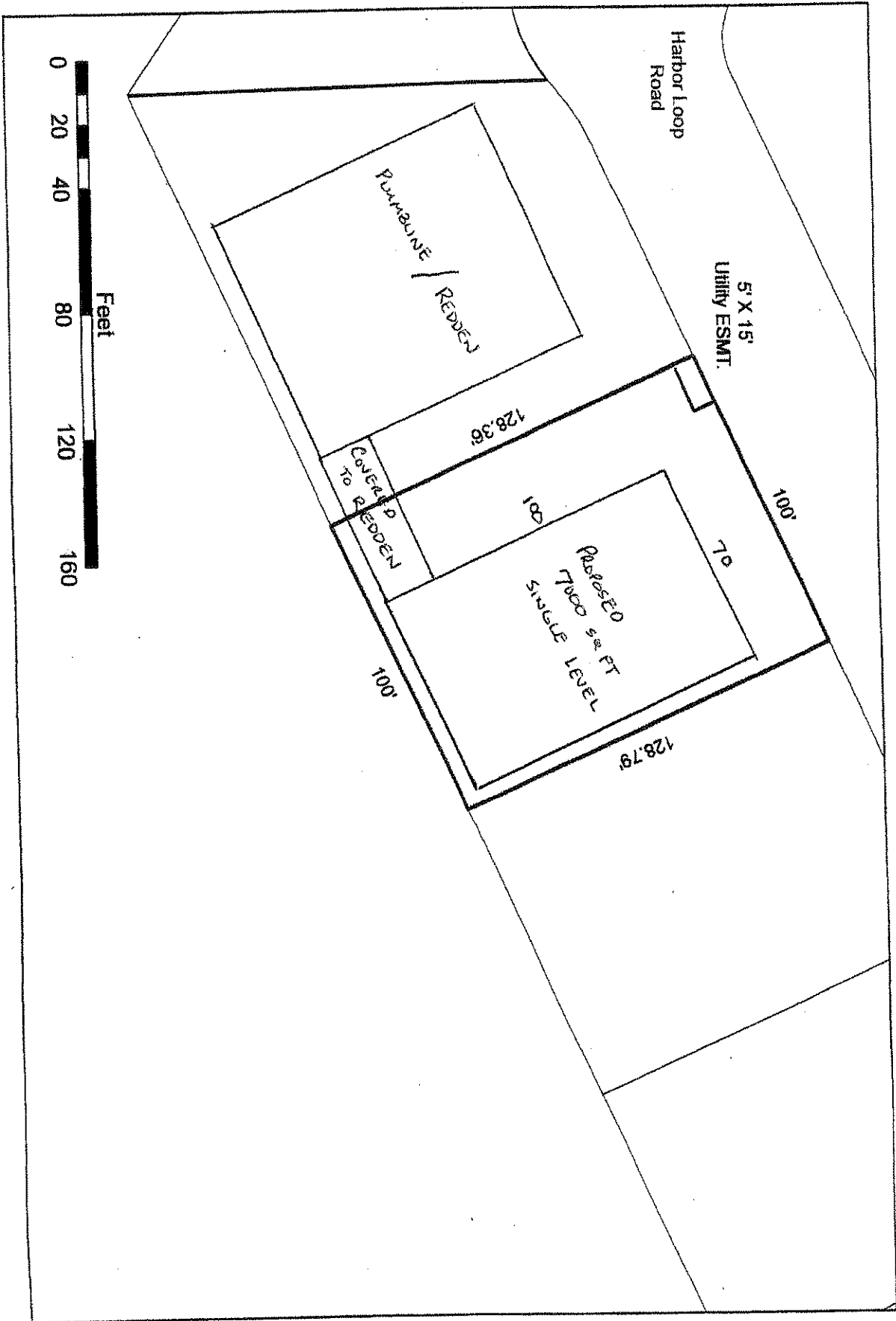


David and Bootslyn Roemhildt  
PO Box 2294  
Mile 6 Copper River Highway  
Cordova, Alaska 99574

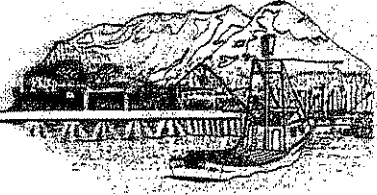
### Proposal for Lot 5, Block 2 South Fill Development Park.

1. We are proposing an expansion of the two businesses located on the adjacent property, Redden Net and Plumblin Supply.
2. We propose to build a 70' x 100' single level structure to serve as an expanded retail storefront and seine building department for Redden Net. This amount of space, especially the 100' dimension, is necessary for the economical building of seines.
3. The proposed development will benefit the community by expanding the offering of products and services to the fishing fleet in near proximity to the harbor and increasing the City's tax revenue by:
  - a. The ability to build multiple seine nets at the same time during the winter months which will boost the winter economy with jobs, increase sales and the resulting sales tax.
  - b. Expanded area for hanging and mending gillnets indoors which will assist the fleet in keeping their best gear in the water.
  - c. Expanded line of products similar to other Redden outlets such as the Kachemack Gear Shed in Homer which the fleet currently has to order via mail or freight costing time and productivity and lost city sales tax.
  - d. Increased parking for customers of both Redden and Plumblin which is already congested though Plumblin has not yet opened its doors.
  - e. Increased area for Plumblin indoor pipe inventory, which requires more space than is currently available with two businesses crowded into one building. The processors often require large amounts of pipe available locally to keep production running and when they switch from one species to another during the season.
  - f. Space for indoor winter storage of nets and keep them out of the way of snow plows and damage.
  - g. The ability of both businesses located on Lot 5 to expand and hire more employees, creating greater local economic activity.
  - h. The development will mean a sizable increase in property taxes, sales taxes and lease taxes paid to the City coffers annually, as well as the economic activity generated from the construction of a building this size.
4. The value of the development is estimated at \$750,000.
5. We propose to have the building completed within two years.

# Lot 5 Block 2



# CITY OF CORDOVA



## SEALED PROPOSAL FORM

All proposals must be submitted by Tuesday, May 31st 2011 @ 5p.m in a sealed envelope.

Property: Lot 5, Block 2, located in South Fill Development Park. See attached map.

Name of Proposer VICKI + JERRY BLACKLER  
Name of Business SHIPYARD RENTAL LLC

Address PO Box 605  
CORDOVA AK 99574

Phone Number 907-424-7664

**Note:** All submitted proposals for this property will be reviewed by the Planning & Zoning Commission who will then recommend a proposal to City Council for final review and acceptance. The City Council reserves the right to reject any, part of any or all proposals, or to accept any proposal deemed most advantageous to the City of Cordova.

The chosen proposal will be required to provide a Site Plan and Architectural review per City of Cordova Municipal Code section 18.39.130 - Site Plan and Architectural review. This process shall be completed prior to a Building Permit being issued.

The minimum price that will be accepted for Lot 5, Block 2 South Fill Development Park is \$60,000. This is the Fair Market Value determined by a qualified appraiser licensed by the State of Alaska. If the successful proposal amount is greater than the appraised value then that shall be the amount paid for the property. In no event shall the winning bid amount be less than Fair Market Value.

Proposed Price \$162,500.00

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

Please review the attached section of Code for the allowable uses within the Waterfront Commercial Zone District.

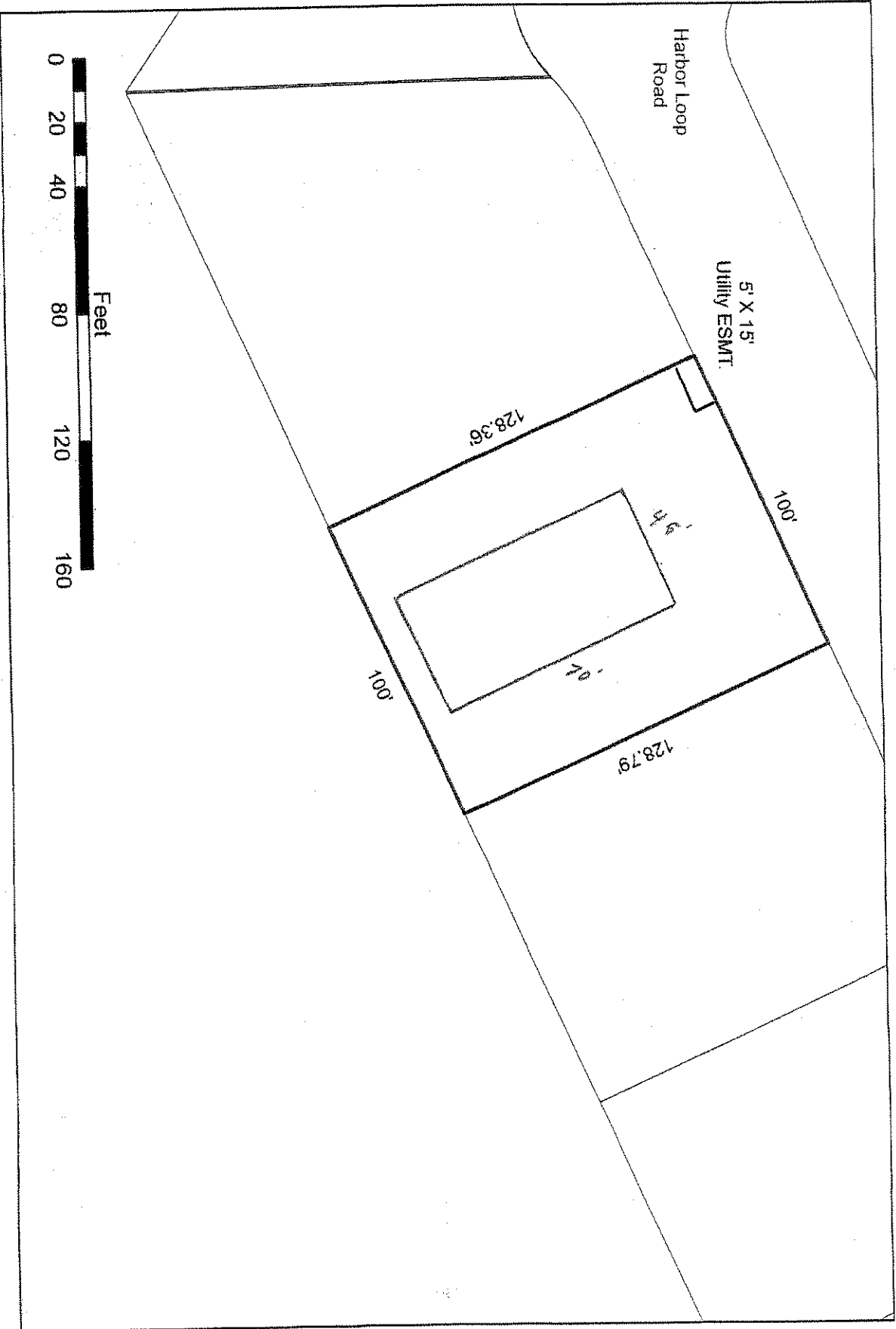
**Additional Information required (Please attach separately)**

1. Please describe the type of business you're proposing to develop.
2. What is the proposed square footage of the building? Please provide a rough sketch of your building layout on the attached drawing of this lot.
3. What is the benefit of the proposed development to the community?
4. What is the value of the proposed improvements (in dollars)?
5. What is your proposed timeline for development?

**Please address to:**

City of Cordova  
Planning Department  
C/O Sealed Proposals  
P.O. Box 1210  
Cordova, Alaska 99574

# Lot 5 Block 2



*SHIPYARD RENTAL LLC*

*PO BOX 550  
CORDOVA AK 99574*

*907-424-7664 PH  
907-424-7564 FAX  
docblack@ak.net*

May 23, 2011

Lot 5, Block 2 Proposal

We would be constructing a 3,150 square foot building on the lot that would house Shipyard Rental LLC and a hydraulic component & hydraulic repair shop. The rental portion would supply tools & rental equipment for the fishing industry and the general public. The hydraulic portion would be geared toward the fishing industry supplying hydraulic systems, fittings, hoses and stainless steel piping.

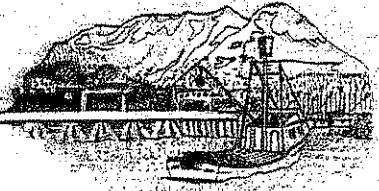
The value is placed at \$275,000.00.

The metal building proposed to go on this site is currently in Cordova and construction would start as soon as the proposal is approved and all necessary licensing is in place.



Vicki Blackler  
Shipyard Rental LLC

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

All proposals must be submitted by Tuesday, May 31st 2011 @ 5p.m in a sealed envelope.

Property: Lot 5, Block 2, located in South Fill Development Park. See attached map.

Name of Proposer BEKKY CHAPEK  
Name of Business \_\_\_\_\_

Address P.O. Box 1564  
Cordova, AK  
99574

Phone Number 424-5356

**Note: All submitted proposals for this property will be reviewed by the Planning & Zoning Commission who will then recommend a proposal to City Council for final review and acceptance. The City Council reserves the right to reject any, part of any or all proposals, or to accept any proposal deemed most advantageous to the City of Cordova.**

The chosen proposal will be required to provide a Site Plan and Architectural review per City of Cordova Municipal Code section 18.39.130 - Site Plan and Architectural review. This process shall be completed prior to a Building Permit being issued.

The minimum price that will be accepted for Lot 5, Block 2 South Fill Development Park is \$60,000. This is the Fair Market Value determined by a qualified appraiser licensed by the State of Alaska. If the successful proposal amount is greater than the appraised value then that shall be the amount paid for the property. In no event shall the winning bid amount be less than Fair Market Value.

Proposed Price \$65,300

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

Please review the attached section of Code for the allowable uses within the Waterfront Commercial Zone District.

**Additional Information required (Please attach separately)**

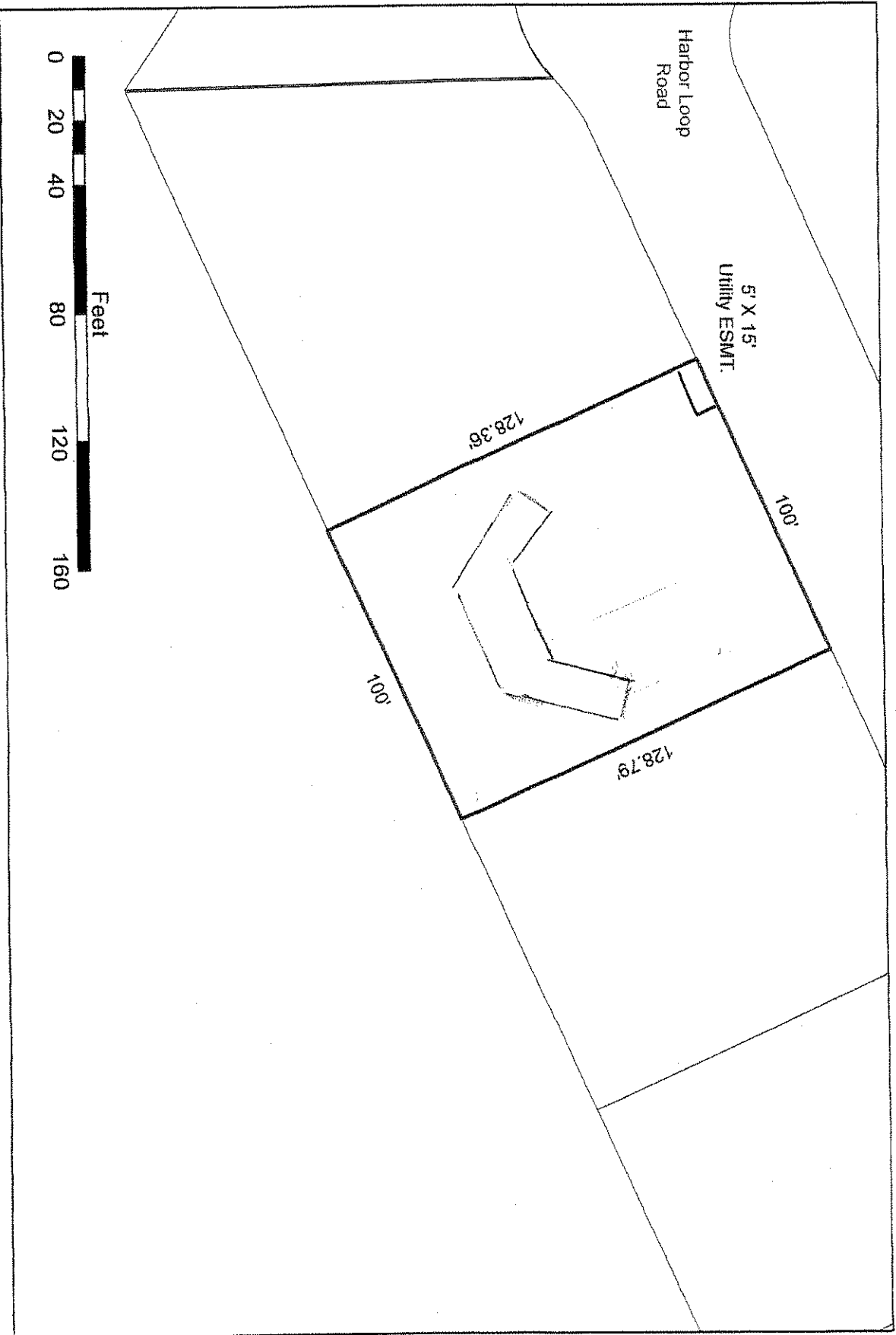
1. Please describe the type of business you're proposing to develop.
2. What is the proposed square footage of the building? Please provide a rough sketch of your building layout on the attached drawing of this lot.
3. What is the benefit of the proposed development to the community?
4. What is the value of the proposed improvements (in dollars)?
5. What is your proposed timeline for development?

**Please address to:**

**City of Cordova  
Planning Department  
C/O Sealed Proposals  
P.O. Box 1210  
Cordova, Alaska 99574**

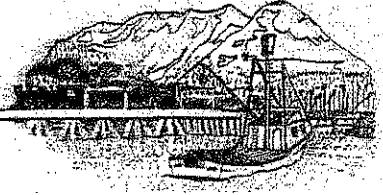


# Lot 5 Block 2



- 1) I would like to build a multi-purpose building to house 3 smaller businesses. There would be a DEC certified kitchen for use so that food venders could use it to make products to legally sell to wholesale markets and the general public. There would be a Laundromat and a rental Shop space for a small marine related or visitor orientated merchant – such as a Charter Operator. The Second Story would have 6 rooms for seasonal use.
- 2) Both stories would total of 2,800 square.
- 3) This would fill a need for additional summer and provide opportunities for small business development in an area that currently does not exist.
- 4) Around \$350,000
- 5) Phase one would be the lower level and it will be done within one year – the upstairs rooms would be framed in the first year and finished in the second year.

# CITY OF CORDOVA



## SEALED PROPOSAL FORM

**All proposals must be submitted by Tuesday, May 31st 2011 @ 5p.m in a sealed envelope.**

Property: Lot 5, Block 2, located in South Fill Development Park. See attached map.

Name of Proposer Native Village of Eyak  
Name of Business Ilanika Cultural Center

Address PO Box 1388  
Cordova, AK 99574

Phone Number 907 424-7557

**Note: All submitted proposals for this property will be reviewed by the Planning & Zoning Commission who will then recommend a proposal to City Council for final review and acceptance. The City Council reserves the right to reject any, part of any or all proposals, or to accept any proposal deemed most advantageous to the City of Cordova.**

The chosen proposal will be required to provide a Site Plan and Architectural review per City of Cordova Municipal Code section 18.39.130 - Site Plan and Architectural review. This process shall be completed prior to a Building Permit being issued.

The minimum price that will be accepted for Lot 5, Block 2 South Fill Development Park is \$60,000. This is the Fair Market Value determined by a qualified appraiser licensed by the State of Alaska. If the successful proposal amount is greater than the appraised value then that shall be the amount paid for the property. In no event shall the winning bid amount be less than Fair Market Value.

Proposed Price \$ 75,000.00

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

Please review the attached section of Code for the allowable uses within the Waterfront Commercial Zone District.

110 Nicholoff Way  
P.O. Box 1388  
Cordova, Alaska 99574-1388  
Ph (907) 424-7738 \* Fax (907) 424-7739



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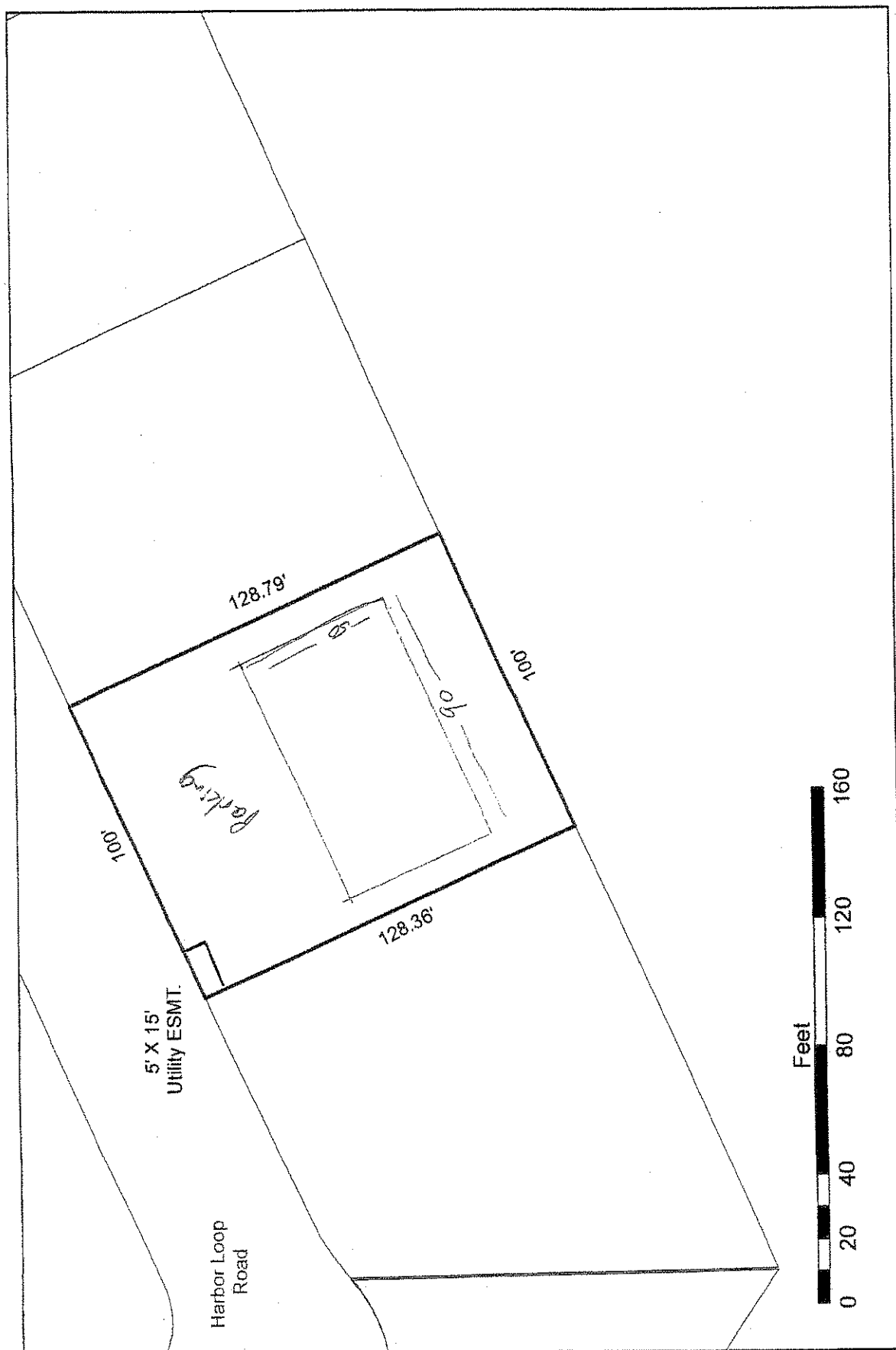
10,000 years in our Traditional Homeland, Prince William Sound, the Copper River Delta, & the Gulf of Alaska

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**Proposal for Property – Lot 5, Block 2, located in South Fill Development Park.**

1. The Native Village of Eyak would like to expand the gift shop and museum.
2. The building would be a two story building with approximately 4000 square feet of floor space on each floor.
3. The Ilanka Cultural Center is currently restricted by limited space. If the facility was expanded both the museum and the gift shop could be expanded. It is our hope that this would increase the amount of inventory on hand, sales to the public and increased sales taxes.
4. Estimated to be 1.5 million dollars
5. Within 6 months of notification of sale Native Village of Eyak will engage an architectural firm to start designing the facility. Construction will start as soon as possible thereafter.

# Lot 5 Block 2



# Memorandum

To: City Council

Thru: Samantha Greenwood, City Planner

Date: June 15, 2011

Re: **Request for purchase of city property**

Attachments:

Resolution from Planning and Zoning

Letter from Shoreside Petroleum

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## **PART I. GENERAL INFORMATION:**

Shoreside Petroleum has expressed an interest in purchasing the land that they currently lease from the City of Cordova. The Planning and Zoning Commission met on June 14<sup>th</sup> to discuss and recommend to City Council an action to take.

File Nos: 02-053-275 & 02-053-900

Requested Action: Purchase from City property for not less than fair market value and the disposal method for this property

Property Location: Parcel A ATS 220 and a section of tidelands of ATS 1589 to be determined by a survey defining the tidelands needed for existing daily operations of the finger pier.

Zoning: Waterfront Industrial Zone District

Applicable Regulations: Chapter 5.22.040 Application to lease or purchase

## **PART II. PLANNING & ZONING COMMISSION:**

At the Planning Commission meeting, a motion was made to approve the attached resolution.

M/Reggiani S/McGann

Yeas: Bailer, Reggiani, Greenwood, Srb. and McGann, Nays: none, Absent: Padawer

Upon voice vote, motion passed 5-0

## **PART III. STAFF RECOMMENDATION:**

At this time, the role of the City Council is to provide direction on how the land should be disposed of as described in Chapter 5 of the City Code section:

5.22.060 - 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.

**Motion for Approval:**

"I move that the City Council approve the disposal of Parcel A, ATS 220 and a section of tidelands of ATS 1589 to be determined by a survey defining the tidelands needed for existing daily operations of the finger pier for not less than fair market value by method \_\_\_\_\_."

**CITY OF CORDOVA, ALASKA  
PLANNING AND ZONING COMMISSION  
RESOLUTION 11-03**

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY  
OF CORDOVA, ALASKA, RECOMMENDING THE CITY COUNCIL ACCEPT THE  
APPLICATION OF SHORESIDE PETROLEUM INC. AND DISPOSE OF PARCEL A  
ATS 220 AND A SECTION OF TIDELANDS OF ATS 1589 TO BE DETERMINED BY A  
SURVEY DEFINING THE TIDELANDS NEEDED FOR EXISTING DAILY  
OPERATIONS OF THE FINGER PIER**

**WHEREAS**, pursuant to Chapter 5.22 of the Cordova Municipal Code, the Cordova Planning and Zoning Commissions can recommend the disposal of land; and

**WHEREAS**, Shoreside Petroleum, Inc. has been leasing Parcel A ATS 220 and a section of tidelands of ATS 1589 since 1971 and has expressed an interest to purchase said leased lots from the City; and

**WHEREAS**, no breach or default has occurred or is continuing under the lease; and

**WHEREAS**, an industrial facility has been established on all lots; and

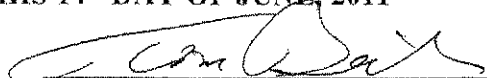
**WHEREAS**, Shoreside Petroleum, Inc. has made significant investments in the City of Cordova and their business activity of supplying fuel is a significant economic factor as a core component for most businesses and citizens; and,

**WHEREAS**, a loss of a major fuel company in Cordova would be detrimental to most businesses and citizenry; and,

**WHEREAS**, the Cordova Planning and Zoning Commission finds that the request is in the best interest of the city; and,

**NOW, THEREFORE BE IT RESOLVED**, that the Cordova Planning and Zoning Commission recommends to the City Council of the City of Cordova to dispose of Parcel A ATS 220 and a section of tidelands of ATS 1589 to be determined by a survey defining the tidelands needed for daily existing operations of the finger pier.

**PASSED AND APPROVED THIS 14<sup>th</sup> DAY OF JUNE, 2011**

  
Tom Bailer, Chairman

  
Samantha Greenwood, City Planner





ANCHORAGE TERMINAL  
6401 Lake Otis Parkway  
Anchorage, Alaska 99507  
Phone 907.344.4571  
Fax 907.348.9814  
[www.shoresidepetroleum.com](http://www.shoresidepetroleum.com)

June 10, 2011

Faith Wheeler-Jeppson  
Assistant Planner  
City of Cordova  
PO Box 1210  
Cordova, AK 99574

RE: Tax Lot 02-053-275 and 02-053-900-D

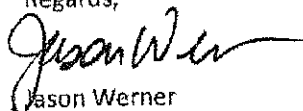
Dear Ms. Wheeler-Jeppson,

Shoreside Petroleum would like to initiate the discussion of purchasing the lots that it currently leases. In the event that a sale transaction doesn't occur, then Shoreside would want to enter into a long-term lease with duration and extension terms similar to the original Chevron lease for the properties.

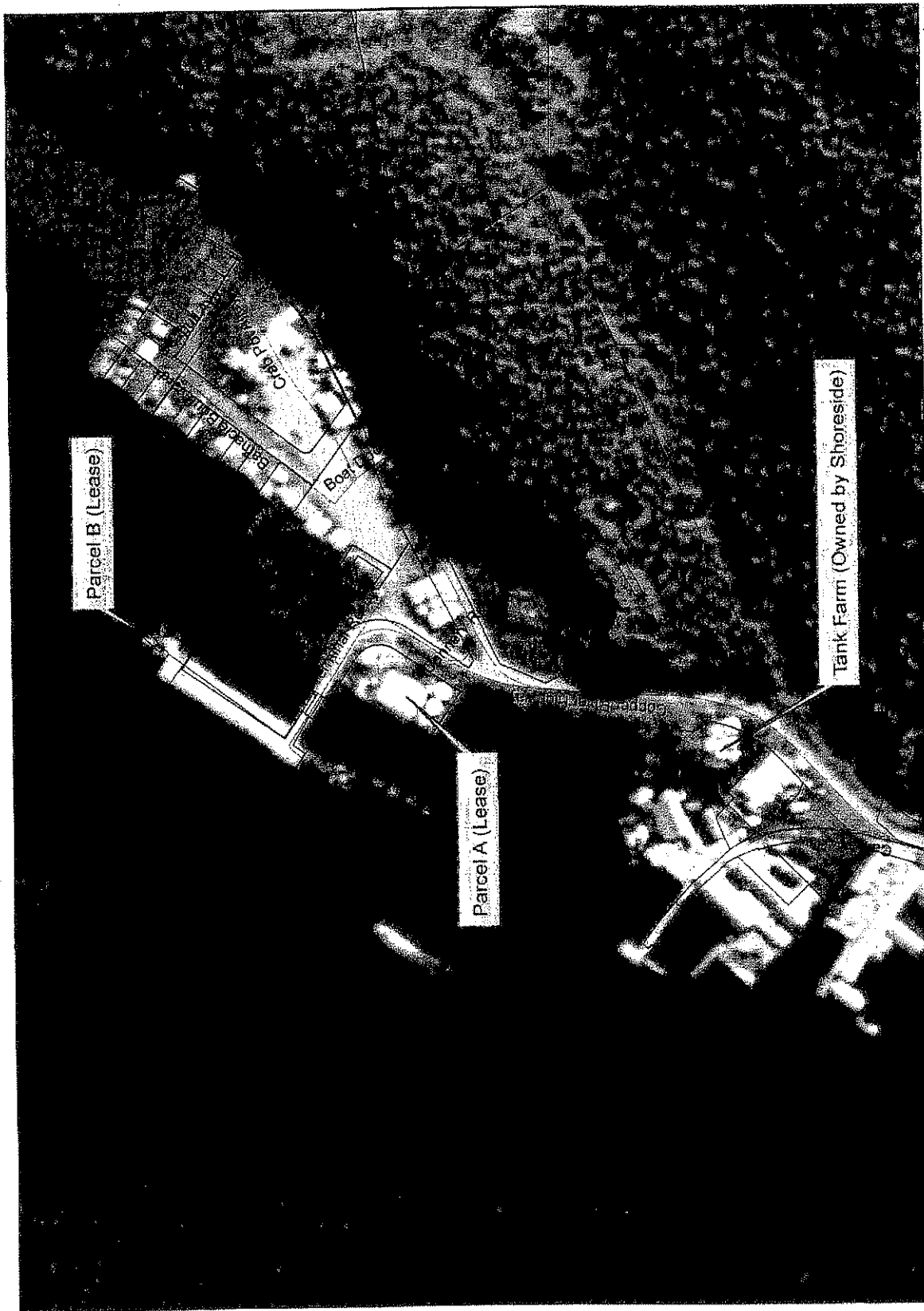
It is my understanding the current lease and extensions for the properties are due to expire on or about May 15, 2011. As our fueling facilities are located on these properties and are essential to the operation of our business, purchasing the land is a high priority for Shoreside Petroleum.

Should you have additional questions, I can be reached at 907-561-3511 or via email at [jasonw@shoresidepetroleum.com](mailto:jasonw@shoresidepetroleum.com).

Regards,

  
Jason Werner  
Vice President, Finance

# Shoreside Petroleum

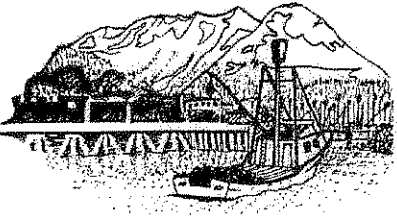


This map was created by the  
Planning Department on April  
28th 2011 for visual reference.  
fwj

This map was created for illustration  
purposes only, it was not intended to  
be used as a survey instrument.  
fwj



# CITY OF CORDOVA



MEMO

TO: Mayor, City Council, and City Manager

FROM: Finance Director

Date: June 15, 2011

RE: Digital Health Exchange c/o Mike Butler delinquent sales tax

This memo is written to include in the Council packet, and to give a status report and background regarding delinquent sales tax owed by the Digital Health Exchange.

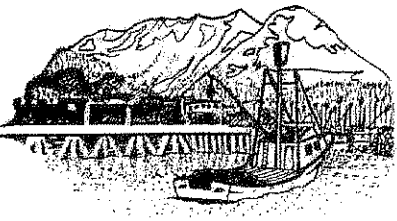
At the time of writing this memo, Digital Health Exchange has failed to timely file and pay sales tax for the months of March and April, 2011. Such delinquencies have been a consistent theme for over two years with this business, and therefore among all the businesses operating within the city of Cordova, this business has required the most and constant administrative effort to maintain compliance with the city code regarding sales tax. It remains a constant cycle, where civil action is imminent, then compliance is forthcoming.

The Digital Health Exchange has failed to meet their legal obligation of filing and paying sales tax collected timely, and failed to keep agreements with the City for solution. Civil action and other remedies are pending.

Respectfully,

Ashley Royal,  
Finance Director, City of Cordova

# CITY OF CORDOVA



MEMO

TO: Mayor, City Council, and City Manager

FROM: Finance Director

Date: June 15, 2011

RE: Cordova Bar and Cordova Café delinquent sales tax

This memo is written to include in the Council packet, and to give a status report and background regarding delinquent sales tax owed by the Cordova Bar. It is also to document the administrative efforts on the part of City staff to work with the management of Cordova bar toward a solution. A copy of the previous memo to Council is attached.

At the time of writing this memo the Cordova Bar and Cordova Café has failed to maintain the agreement entered into in April 2011. Such agreement was entered for the purpose of the businesses becoming current with their sales tax obligations.

The agreement was that all prior delinquencies shall be paid in full by the end of July, 2011, by making payments approximating one-fourth of the delinquent amount for four months – April through July.

Also the agreement was that all sales tax returns shall be filed monthly, and the sales tax thereon paid timely, to avoid further delinquencies.

Although the sales tax return for April 2011 was filed, the sales tax shown thereon has not been paid. Furthermore, the agreed monthly amount for the prior delinquency has not been paid.

The Cordova Bar and the Cordova Café has failed to meet their legal obligation of filing and paying sales tax collected timely, and failed to keep agreements with the City for solution. Civil action and other remedies are pending.

Respectfully,

Ashley Royal,  
Finance Director, City of Cordova

## **PENDING AGENDA**

Capital Priorities List Meeting – **September 2011, December 2011**

Redistricting Work Session – TBA

### **Committees:**

Cordova Center Committee: Tim Joyce, Sylvia Lange, VACANCY, Darrel Olsen, Larue Barnes, VACANCY, Valerie Covell, David Roemhildt, Dan Logan, Nancy Bird, and Cathy Sherman

Fisheries Advisory Committee: David Reggiani, PWSAC; Ken Roemhildt, Seafood Sales; Jim Holley, AML; Torie Baker, Marine Advisory Program Coordinator; VACANCY; and Brian Marston, ADF&G

Cordova Trails Committee: Elizabeth Senechal, VACANCY, Jim Kallander, Toni Godes, and David Zastrow

E911 RFP Committee: Dick Groff – Chairman, Gary Graham, Chief Baty, Mike Hicks, Oscar Delpino, Dave Allison, Bret Bradford

Public Services Building Design Committee: David Reggiani - Chairman, Chief Baty, Martin Moe, Jim Kacsh, Dick Groff, Mike Hicks, Tom Bailer

# June 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>Location Legend</b> CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib			1 7:00 pub hrg LMR 7:30 reg mtg LMR	2	3	4
5	6	7	8 HSB 7pm LMR Sch Bd 7pm HSL	9	10	11
12	13	14	15 Canceled @ 06-01 mtg 7:30 reg mtg LMR	16	17	18
19	20	21	22 6:00 spec mtg LMR	23	24	25
26	27	28	29	30		<b>Location Legend</b> CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib

# July 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>Location Legend</b> CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib					1 Property tax bills in mail	2
3	4 Independence Day City Hall offices closed	5	6 6:45 work ssn LMR 7:15 pub hrg LMR 7:30 reg mtg LMR	7	8	9
10	11	12 P&Z Commission Mtg 7pm CH	13 Hrbr Cms 7pm CH HSB 7pm LMR Sch Bd 7pm HSL	14	15	16
17	18	19	20 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	21	22	23
24	25	26	27	28	29	30
31					<b>Location Legend</b> CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib	



# August 2011

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>Location Legend</b> CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib	1	2	3 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	4	5	6
7	8	9 P&Z Commission Mtg 7pm CH —Lynch at AML—	10 Hrbr Cms 7pm CH HSB 7pm LMR Sch Bd 7pm HSL —	11 —Lynch at AML—	12	13
14	15	16	17 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	18	19	20
21	22	23	24	25	26	27
28	29	30	31	<b>Location Legend</b> CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib		