

Mayor

James Kacsh

Council Members

Kristin Carpenter

Tim Joyce

Tom Bailer

Robert Beedle

Josh Hallquist

David Reggiani

James Burton

City Manager

Randy Robertson

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

summer vacation

REGULAR COUNCIL MEETING

JULY 1, 2015 @ 7:00 PM

LIBRARY MEETING ROOM

AGENDA



A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

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

C. ROLL CALL

Mayor James Kacsh, Council members Kristin Carpenter, Tim
Joyce, Tom Bailer, Robert Beedle, Josh Hallquist, David Reggiani
and James Burton

D. APPROVAL OF REGULAR AGENDA..... (voice vote)

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers – *Cordova Future Problem Solvers* presenting about plastic bags in Cordova
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions (Harbor, HSB, Parks & Rec, P&Z, School Board)

G. APPROVAL OF CONSENT CALENDAR..... (roll call vote)

H. APPROVAL OF MINUTES

4. 06-17-15 Public Hearing Minutes..... **(page 1)**

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS

5. Mayor's Report
6. Manager's Report..... **(page 2)**
 - a. Cordova Center report – including financials..... **(page 3)**
7. City Clerk's Report

K. CORRESPONDENCE

8. R. McGuire email concerning breakwater fill lot 06-19-15..... **(page 6)**
9. M. Berry email-letter concerning breakwater fill lot 06-19-15..... **(page 7)**
10. C. Farris email concerning breakwater fill lot 06-21-15..... **(page 9)**
11. S. Fritsch email concerning breakwater fill lot 06-21-15..... **(page 10)**
12. S. Lange email concerning breakwater fill lot 06-21-15..... **(page 11)**
13. S. VanDyck email concerning breakwater fill lot 06-21-15..... **(page 12)**
14. D. Weibl email-letter concerning breakwater fill lot 06-23-15..... **(page 13)**
15. C. Johnson email concerning breakwater fill lot 06-23-15..... **(page 14)**
16. L. Padawer email concerning breakwater fill lot 06-23-15..... **(page 15)**
17. E. Manzer & M. Mulvaney letter concerning breakwater fill lot 06-23-15..... **(page 16)**
18. B. Thomson email concerning breakwater fill lot 06-23-15..... **(page 17)**

19. D. Roemhildt letter concerning Nicholoff and Harbor Loop paving 06-23-15.....	(page 18)
20. K. Gorman email concerning breakwater fill lot 06-23-15.....	(page 20)
21. K. Jones email concerning breakwater fill lot 06-23-15.....	(page 21)
22. J. Sjostedt email concerning breakwater fill lot 06-23-15.....	(page 22)
23. C. Roesbury email concerning breakwater fill lot 06-24-15.....	(page 23)
24. J. Reynolds email concerning breakwater fill lot 06-24-15.....	(page 24)
25. M. Little email concerning breakwater fill lot 06-24-15.....	(page 25)
26. R. Rankin email concerning breakwater fill lot 06-24-15.....	(page 26)
27. D. Muma email concerning breakwater fill lot 06-24-15.....	(page 27)
28. D. Otness email concerning breakwater fill lot 06-24-15.....	(page 28)
29. A. Kleissler email concerning breakwater fill lot 06-24-15.....	(page 29)
30. G. Meyer email concerning breakwater fill lot 06-24-15.....	(page 30)
31. L. McFadden email concerning breakwater fill lot 06-24-15.....	(page 31)
32. M. and V. Anderson email concerning breakwater fill lot 06-24-15.....	(page 32)
33. B. Reynolds email concerning breakwater fill lot 06-24-15.....	(page 33)
34. Mayor letter to USCG regarding spill response equipment 06-25-15.....	(page 34)

L. ORDINANCES AND RESOLUTIONS

35. Ordinance 1131.....	(roll call vote)(page 35)
An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code subsection 16.15.2305(d) in order to reduce the ground snow load requirement from 150 pounds per square foot to 100 pounds per square foot – 2 nd reading	
36. Ordinance 1132.....	(roll call vote)(page 61)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing a lease to Alpine Diesel, LLC of 15,000 square feet of the Southwest portion of Tract 1A, Ocean Dock Subdivision Addition #2 – 2 nd reading	

M. UNFINISHED BUSINESS

N. NEW & MISCELLANEOUS BUSINESS

37. Pending Agenda, Calendar, Elected & Appointed Officials lists.....	(page 87)
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O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

38. Council Comments

Q. EXECUTIVE SESSION

R. ADJOURNMENT

Happy Independence Day 2015

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

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

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

**CITY COUNCIL PUBLIC HEARING
JUNE 17, 2015 @ 6:45 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kacsh called the Council public hearing to order at 6:45 pm on June 17, 2015, in the Library Meeting Room.

B. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter*, *Tom Bailer*, *Josh Hallquist* and *Dave Reggiani*. Council member *Tim Joyce* was present via teleconference. Council members *Robert Beedle* and *James Burton* arrived at 6:55 pm. Also present were City Manager *Randy Robertson* and City Clerk *Susan Bourgeois*.

C. PUBLIC HEARING

1. Substitute Ordinance 1126 An ordinance of the City Council of the City of Cordova, Alaska, amending section 3.12.035 of the Cordova Municipal Code regarding meetings - agenda and 3.12.060 (C) meetings - order of business

2. Ordinance 1130 An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code chapter 18.21 by repealing subsection 18.21.070(B) and amending section 18.21.080 in order to eliminate the minimum lot width requirement and reduce the yard requirements in the RR3 rural residential district

Mayor Kacsh opened the hearing up for public comment; there was no public comment.

M/Reggiani S/Bailer to recess the public hearing until 6:55 pm.

Hearing no objection, the Public Hearing was recessed until 6:55 pm.

At 6:55 pm *Mayor Kacsh* called the public hearing back to order and asked if there was any further public comment. There was none.

D. ADJOURNMENT

M/Reggiani S/Bailer to adjourn the Public Hearing

Hearing no objection, the Public Hearing was adjourned at 6:56 pm

Approved: July 1, 2015

Attest: _____
Susan Bourgeois, City Clerk

Memo:

Cordova Center Phase I Detail Costs

To: Mayor Jim Kacsh, City Council

From: City Manager/Finance Director

Date: June 24, 2015

RE: Cordova Center Phase I Detail Costs

Unfortunately, the efforts of this week were focused on budgetary and contractual issues related to the CT Scanner and therefore, we have not finished compiling the total entire detail for the Phase I costs. Once we are through the 70+ detailed pages from 2011-2014 we will present a more detailed breakdown for you at the July 15 meeting.



24 June 2015

Cordova Center Progress Update

SCHEDULE

- Currently Windows, Casework, Trim out, Elevator, Flooring, Elec, Mech Piping
- 30 June Boiler start up
- 6 July Copper Railings
- 26 July Substantial Completion (less seating, paving, ext stairway, Cx tests)
- Aug / Sep Move In
- 30Sep-02Oct Host State Conference

CONSTRUCTION

- See Weston's Weekly Construction Update (emailed out every Thursday)
- To 01 July: 240 days / 270 days = 89% time spent.....~8.0\$M / \$10.13M = 79% spent
- Pay Request #7 (May) under review at \$1.1M
- Pay Request #8 (June) due soon estimated at \$1.1M
- Submittals are current & 99% complete. 156 RFIs submitted with 5 open/pending
- Watch List: window caulking, civil site design 30Jun, electric progress, balancing/Cx tests

CAPITAL CAMPAIGN

As of June 23, 2015

2014-15 Cordova Center Capital Campaign

Total Cash Donations received 2014 & 2015	\$ 310,119
<i>Individuals (150+)</i>	134,234
<i>Businesses & Corporations (24)</i>	219,700
<i>Non-profits/groups (8)</i>	24,411
Total Pledges (19) to receive by 9/30/2015	\$ 68,226
Total in-kind donations	\$ 23,000
TOTAL Pledges, Cash & in-kind Donations 2014-15	\$ 401,346

CORDOVA CENTER COMMITTEE

- Grand Opening Date has been selected and is set for Friday, November 6th. A 'save-the-date' postcard will be created by the committee and sent out by July 1.
- The Committee reviewed the draft fee schedule for the Cordova Center and will be preparing that document for City Council's review and adoption in the future.

Cordova Center Project - Financial Summary

Updated June 24, 2015

#1 Funding Sources

Economic Development Administration	\$200,000	2002 awarded
Federal Financial Assistance Grant	\$300,000	2002 awarded
EVOS Trustee Council	\$7,203,749	2008 awarded + interest
Congressional appropriation	\$2,488,100	2000-2004 awarded
Alaska Legislative appropriation	\$10,525,000	2004, 2009, 2011, 2014, 2015
Governor's Capital Budget	\$1,000,000	received 2005
City of Cordova land purchase	\$365,000	2005, 2009
City of Cordova appropriation	\$1,500,000	received 2005
City of Cordova match to EDA grant	\$85,000	2002 awarded
Local events and individuals	\$24,112	through 2009
Municipal Bond	\$3,000,000	awarded June 2015
Capital Campaign to date	\$310,119	6.24.15
TOTAL income through 2015	\$27,001,080	

#2 Funds - Secured and Pending

Secured Remaining		
EVOS Trustee Council	\$0	
Municipal Bond	\$2,480,400	
Capital Campaign To Date	\$310,119	
Total Secured Remaining	\$2,790,519	
Pending		
In-Kind	\$23,000	In-Kind
EVOS Trustee Council	\$1,500,000	awarded for construction
Rasmuson Foundation	\$750,000	Top Off Grant/Must match
Capital Campaign Pledges	\$68,226	To Be Received by 9/2015
Total Pending	\$2,341,226	
Total Income Secured & Pending	\$5,131,745	

#3 Funds - Anticipated Sources

Other Sources	
Capital Campaign	\$397,904
EDA	\$0
TOTAL	\$397,904

#4 Expenses - Actual Paid

Pre-Construction 2002-2009	\$1,040,456
Phase I and Phase II Construction to Date	\$23,135,230
TOTAL expenses to date	\$24,175,686

#5 Expenses - Phase II Remaining

Phase II Construction	\$4,304,621
Design Team Consultation: Phase II	\$155,652
CoC Administration	\$68,905
Professional Services	\$4,827
Contingency 7% of construction costs	\$565,904
1% for Art	\$100,180
Furniture, Fixtures & Equipment	\$344,200
TOTAL Expenses Phase II	\$5,544,289

SUMMARY As of June 24, 2015

Income now available for Phase II expenses	\$5,131,745
Income Anticipated	\$397,904
Total Revenues	\$5,529,649
Est. Expenses for Phase II construction	\$4,304,621
Est. Expenses for other items (listed above)	\$1,239,668
Total Expenses	\$5,544,289

Overage/Shortage

(\$14,640)

Update June 24, 2015

- Includes construction costs from DCI for Pay Aps #1-6; other associated costs; includes Capital Campaign updates. REA costs are all captured; legal costs for REA were not reimbursable and were paid by City funds. Staff reviewed all audits prior for 2002-2009 and used Detailed ledger reports from Casselle, the City's Finance software.

Funds – Secured and Pending

- **EVOS Trustee Council:** Remainder of original \$7million plus interest.
- **DCCED FY15 Appropriation:** Remainder of FY15 \$4 million.
- **Municipal Bond:** Proceeds received June 4, 2015.
- **Lynden:** This is an in-kind donation for freight. Dawson will acknowledge once used.
- **EVOS Trustee Council:** Pending Governor's Signature of Budget.
- **Rasmuson Foundation:** Pending Successful Capital Campaign Match.
- **Capital Campaign Pledges:** Cash secured through Campaign to date.

Funds - Anticipated Sources

- **Foundations:** Rasmuson Foundation awarded November 20, 2014. MJ Murdock Charitable Trust proposal has now been submitted but is specifically for the museum exhibits. ***Neither the Murdock Trust request nor the museum exhibit costs are included in this financial summary.*** The museum exhibit work is being held within the Cordova Historical Society's realm. Continuing searches for additional foundation grants or awards for theaters and libraries.
- **Capital Campaign:** The Capital Campaign is under the auspices of the Cordova Center Committee which meets weekly in the library meeting room. Wednesdays at 3:00pm

Expenses- Phase II Remaining

- **CoC Administration:** This budget line includes costs incurred within the Capital Campaign and preparations for opening the facility.
- **Professional Services** represent Consultants, Publicity and Legal Services.
- **Project Consultation and Management** reflects remaining costs for Construction oversight to MRV.
- **Contingency** is the City's line item for potential changes in construction costs.
- **1% for Art** reflects the funds dedicated to placing art within the facility.
- **Furnishings, Fixtures & Equipment:** Staff is continuing to fine tune numbers for furnishings and equipment.

Susan Bourgeois

From: rosemary mcguire <mcguirerosemary@gmail.com>
Sent: Friday, June 19, 2015 11:14 AM
To: Susan Bourgeois
Subject: Breakwater fill lot

Hello,

I would like to ask that the city council reconsider the proposed disposal of the breakwater fill lot. This is the most important and visible lot in the city, located as it is at the harbor entrance. I think it is a mistake to rush through disposal of it without a community conversation about what we'd like to see happen there. There are other properties available within the city that would be suitable for a motel/ restaurant. It doesn't seem to me the wisest use of that space, nor does it seem that the community has had adequate time to understand, let alone comment on, the proposed development. Please open this up to further public discussion.

sincerely, Rosemary McGuire

Mikal Berry
POB 1032
200 Boardwalk Way
Cordova Alaska 99574
907.4242.5251
koyuk@me.com

Dear City Council Members,

I am writing to voice deep concern over the unanticipated sale and lease of the new Breakwater Fill Lot, to George and Carrie Daskalos AKA Salty Steer, for their private development of a hotel and restaurant.

I am of the opinion that there was little public advertisement for this proposal and that there remain many Cordovans still under the impression that the Breakwater was intended to be the home of the PWS Science Center and was not being offered for private sale.

The "sale" of this public property NEEDS to be advertised and to be addressed publicly, and not buried amidst copious pages of City Council Agenda Packets.

Additionally, I am very uncomfortable with the fact that vague construction plans have been presented, only briefly discussed and approved in haste.

I am confident that this property should and can be used in a more productive and beneficial way FOR OUR COMMUNITY.

If the Daskalos are truly sincere new members of Cordova, they have before them, many other options to achieve their dream of a hotel and restaurant.

we, on the other hand, have only THIS Breakwater Entry to the Cordova Harbor and I feel our community should be advised and encouraged to participate in a discussion to determine it's fate.

Thank-you,

Mikal Berry

Susan Bourgeois

From: Chris Fariss <cjf3k@hotmail.com>
Sent: Sunday, June 21, 2015 10:10 PM
To: Susan Bourgeois
Subject: Harbor Lot

I would like the city council to slow down & take another look at the decision on the sale of the harbor lot I think we need some community input lets do something after fishing Chris Fariss

Susan Bourgeois

From: Signe Fritsch <alaska.swan@gmail.com>
Sent: Sunday, June 21, 2015 6:00 PM
To: Susan; Susan Bourgeois
Subject: Fwd: Reconsider the vote on the Breakwater fill lot

----- Forwarded message -----

From: **Signe Fritsch** <alaska.swan@gmail.com>
Date: Sun, Jun 21, 2015 at 11:57 AM
Subject: Reconsider the vote on the Breakwater fill lot
To: CouncilSeatA@cityofcordova.net, CouncilSeatB@cityofcordova.net, CouncilSeatC@cityofcordova.net,
CouncilSeatD@cityofcordova.net, CouncilSeatE@cityofcordova.net, CouncilSeatF@cityofcordova.net,
CouncilSeatG@cityofcordova.net

As a concerned citizen of the process at which the last proposal was approved, I strongly urge you to reconsider the vote. I think more time is needed and more public input allowed.

Thank you,

Signe Fritsch
PO Box 1182
Cordova, AK 99574

Susan Bourgeois

From: Sylvia Lange <sylvial@me.com>
Sent: Sunday, June 21, 2015 6:24 PM
To: Susan Bourgeois
Subject: Breakwater Lot - Please include in next Council Packet

Dear Mayor and Cordova City Council,

At your last meeting, the Council approved the disposal of the new breakwater lot at the entrance to the Cordova Small Boat Harbor, and accepted the lone offer at the minimum price. There were several citizens and business owners present that testified against the disposal at this time, and asked for more time for a more inclusive public process. The meeting was the first time the proposal had been on a Council agenda. The Planning and Zoning Commission passed it on to the Council without a unanimous recommendation. The Harbor Commission has never had it on their agenda. The City Manager recommended putting it off for an opportunity to get more interest in it. This is a special lot. It is the only remaining unencumbered waterfront lot in the harbor. The City has not disposed of a full waterfront lot in the harbor for over 40 years. I urge the Council to reconsider the approval to dispose of this lot for a variety of reasons, but most importantly, because the public has not had enough input into the process.

The RFP went out less than 2 months ago. We are in our busiest time during our seasonal economy here. I'm afraid most of your constituents are not paying attention to the posted agenda's at City Hall. They are intent on the preparations and execution of their short season to make a living in our town.

The discussions for the past dozen years have been in concert with the Prince William Science Center, and as far as most of the public knowledge, was to be dedicated to the proposition that they would be building on that lot. For whatever reasons, those negotiations seem to have come to a halt, and the RFP went out. That decision seems hasty at best.

It is my understanding from attending the meeting, that the lot should settle for a period of up to 2 years before being built upon, as it is new fill. The one proposal that was submitted (and accepted) was for a building to be completed in seven years. I do not see the reasoning to rush to accept this lone proposal at the minimum bid. Why not allow the recent high emotions of the suspended negotiations with the Science Center a time to settle as well? Boards and Councils change, and we all want the best for our community. Sometimes it's just a matter of personality clashes. Please allow more time, and more public input, to truly come up with the highest and best use for our Harbor entrance, and for the last remaining lot on our waterfront.

Respectfully submitted,
Sylvia Lange
One Cannery Row
Cordova

907-903-3480 mobile
907-903-7119 home

Susan Bourgeois

From: Sandy Van Dyck <inluckinak@yahoo.com>
Sent: Sunday, June 21, 2015 6:24 PM
To: Susan Bourgeois
Subject: On the record

To All Council Members;

For what is worth, it seems to me more thought and input from the community should be allowed before a permanent structure is built on the land based "marker set" of the harbor entrance.

That is all I wanted to say, besides, thanks for serving the needs of our community and listening to the citizens of Cordova.

Regards,

Sandra Van Dyck
301 Observation Ave.

Tuesday June 23rd, 2015

Dear Cordova City Council,

I am hoping you will reconsider your decision based on the disposal of the breakwater lot property. I believe it could be used for numerous and better things that would help the community. A decision like this shouldn't be made so quickly, as all aspects of it should be recognized and take time. I have confidence that a better decision could be made with more time.

Delcie Weibl

305 Marine Way

Cordova AK 99574

Susan Bourgeois

From: Chris and Penny <photohunter@gci.net>
Sent: Tuesday, June 23, 2015 12:10 PM
To: Susan Bourgeois
Cc: Susan Bourgeois
Subject: Harbor Mouth Development site

In regards to the sudden uproar in regards to the land next to the Science Center being leased to a Private Investor, i am for the decision. The Science Center pros are acting like they've been treated unfairly, but didn't they also have the last 10 or so years to do something with the land, or to pony up the \$\$\$ for it, and haven't? They wanted it for free, but we can't operate that way! They haven't developed or done anything with it but park on it. I am in support of the decision to sell/lease to any private entity that has the \$\$\$ and is willing to invest. Don't be swayed by ignorant public opinion. And the town can use the extra rooms during the silver salmon fishing/fall hunting season. The Science Center isn't a victim.....more like a leech.

chris



This email has been checked for viruses by Avast antivirus software.
www.avast.com

Susan Bourgeois

From: Lauren Padawer <lauren.padawer@gmail.com>
Sent: Tuesday, June 23, 2015 2:24 PM
To: Susan Bourgeois
Subject: Letter to Mayor and Council: Breakwater Lot

Dear Mayor Kasch and Cordova City Council Members,

I am writing to ask that you reconsider the disposal of the last remaining harbor lot, referred to as the "Breakwater Lot" at the harbor entrance. We simply need more public input. The Harbor Commission never had the lot disposal on its agenda (the lot is at the harbor entrance and has a navigation light on it). The Planning + Zoning Commission discussed the lot disposal only once, and was not unanimous on the approval to send it to Council, and the Council only reviewed it once. There has been only one bid, and it is a minimum bid. The lot itself needs to settle for another 2 years at least before being built on. What is the hurry? The fleet is out fishing and many citizens do not even know this is happening that would otherwise weigh in on the topic. This is a PUBLIC lot. I believe we need more input in the process. The Public has not been in the loop. The discussions have been with the PWSSC, often in Executive Session. Most of us thought the process would continue. The PWSSC discussion apparently broke down, and instead of just sitting on the lot for awhile, the City immediately put out an RFP to dispose of it. It needs more time for us, the constituents, including the fishermen who use the harbor, to weigh in. It is a special piece of property.

Thank you for your consideration.
Lauren Padawer

PO Box 394
Cordova, AK 99574

Molly Mulvaney and Eric Manzer
PO Box 1033
Cordova, Alaska 99574

Telephone (907) 424-3218

Fax (907) 424-7859

June 21, 2015

RECEIVED

JUN 22 2015

City of Cordova

Dear Mayor and Council Members,

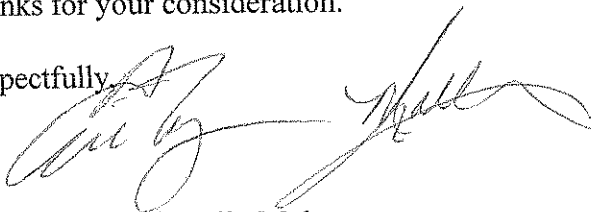
We are writing regarding last council meeting's agenda item #22 regarding the disposal of the breakwater fill lot.

We respectfully disagree with council disposing of this property without more time to allow for the public to comment on its development. We consider it appropriate that council take the time to craft a development plan that takes the public interest into account. After all, it was public money – Corps of Engineers and City of Cordova – that created this property in the first place. Perhaps the public would like a small park and overlook like Fisherman's memorial. Ideas like that and others should be solicited from the public before requesting bids and disposing of the lot.

We are not opposed to commercial development of the breakwater fill lot. Maybe instead of one commercial entity capitalizing on the view, there is room for two businesses. We understand the city followed a public process for requesting and reviewing proposals. What we are asking is that prior to putting it out for proposal, there be a carefully considered comprehensive waterfront development plan where the actual owners of the property (the public) are part of the process. Not one that occurs at the busiest time of year for most Cordovans and focuses only on whether to accept one business's proposal. There is no need to rush this process.

Thanks for your consideration.

Respectfully,

Handwritten signatures of Eric Manzer and Molly Mulvaney in black ink. The signature on the left is 'Eric Manzer' and the signature on the right is 'Molly Mulvaney'.

Eric Manzer and Molly Mulvaney

Susan Bourgeois

From: Billie Thomson <billiet23@gci.net>
Sent: Tuesday, June 23, 2015 3:51 PM
To: Susan Bourgeois
Cc: James Burton
Subject: Breakwater Lot

Please reconsider the disposal of the breakwater lot at the entrance to the harbor. We just haven't had enough time for public input yet. Isn't this something that could wait until the end of the fishing season? I just feel more time is needed.

Billie Thomson
#33 McLaughlin
PO Box 1406
Cordova, AK 99574

David and Bootslyn Roemhildt
PO Box 2294
Mile 6 Copper River Highway
Cordova, AK 99574
(907) 424-7764

June 23, 2015

Mayor Jim Kacsh
City Council Members

RE: Harbor Loop Paving

We understand that the City Council did not award the contract to pave Nicholoff Way and Harbor Loop Road. We write to you in hopes that you will change your decision.

The South Fill has long needed a permanent road surface. During the summer it has more traffic than any other portion of road in Cordova. In addition to the needs of the harbor, this road serves business traffic that requires a permanent road surface, drainage and sidewalks. The current condition of the road ranges from poor to extremely bad in stretches. This road is not up to the standard that Cordovans require and deserve.

The City created a road priority list for paving, and this road was at the top.

The City asked the citizens of Cordova to approve a bond for road surfacing. The citizens approved this bond.

The City had the road engineered to a standard that would ensure a lasting product and a design worthy of the traffic and the area to be served.

The City put the design out to bid and the received a responsive and responsible bid from a local contractor.

The asphalt plant is in Cordova this year for the paving of Whitshed road. It may not be in Cordova in 2016 or after for some time.

The money is there. The design is good. The contractor is willing. The asphalt plant is in town. The season of the year is right. The weather is good. And the road needs to get done. Please do it now.

I do not believe that the city will save any money by kicking this can down the road. Further, the citizens of Cordova, myself in particular, will not stand for a money-saving design that cuts corners and does not provide a lasting product that we are proud of. Finally, it is unfair to the responsive bidder to re-bid this work. All other competitors had their chance to bid, and they chose not to. The city council is assuming that another bidder would have been lower. Bad assumption. All you have

really accomplished is permanently penalizing the only business that put sweat equity into this project by bidding it. If I were the bidder, I would not bid it a second time because all other bidders will have access to my original bid numbers.

The City Code 18.48.010 c requires of property owners to provide parking spaces that “shall be surfaced so as to provide a durable and dustless surface.” Almost all of the property owners on Nicholoff and Harbor Loop have done this with asphalt paving. The code does not give property owners a choice to do this - if they can afford it. Is it right that the City should not do the same for their (our) roads which provide access to these properties?

We ask that the City Council reconsider this issue by authorizing the City Manager to enter into direct negotiations with the only responsive bidder with the goal of finding ways to save money on the existing design without jeopardizing the quality of the project and maintaining a 2015 construction schedule.

Respectfully,

A handwritten signature in black ink, appearing to read "D. Roemhildt". The signature is written in a cursive, somewhat stylized font.

David Roemhildt

Susan Bourgeois

From: gormankb <gormankb@gmail.com>
Sent: Tuesday, June 23, 2015 6:53 PM
To: Susan Bourgeois
Subject: Sale of Breakwater fill lot

Dear Cordova City Council,

I am writing due to my concern over the sale of the Breakwater fill lot that appears to have proceeded quickly and without public comment from the people of Cordova. This is a valuable piece of land and its development will alter the waterfront of this community permanently. I respectfully ask the City Council to seek input from the people of Cordova on this important issue. As a member of this community, I expect the Cordova City Council to proceed in a fair and professional manner regarding the disposal of this piece of property. I plan to attend the July 1 meeting and will look forward to the City Council taking up this issue at that time.

Best regards,
Kristen Gorman

--

Kristen Gorman, PhD
P.O. Box 1123
Cordova, Alaska 99574

Tel: 907-429-4444

Susan Bourgeois

From: Fvsamani@gmail.com
Sent: Tuesday, June 23, 2015 5:26 PM
To: Susan Bourgeois
Subject: City council - salty steer lot sale

Cordova city council members,

It has come to my attention that the approved proposal to purchase the new breakwater fill by the "Salty Steer" has come under fire on social media for a variety of reasons. I would simply like to voice my support for the proposal, and thank the council for following its due process regarding lot disposal as written in code.

- Kenneth Jones
Lifelong Cordova resident and commercial fisherman.

Sent from my iPhone

Susan Bourgeois

From: Jessica & Brad Sjostedt <jessicabrad@gci.net>
Sent: Tuesday, June 23, 2015 8:34 PM
To: Susan Bourgeois
Subject: support of breakwater fill land sale

City Council,

I am in support of your decision of the sale of the breakwater fill to the Salty Steer Hotel/Restaurant. I believe this is a great financial decision that you made on behalf of the citizens of Cordova. This will bring in revenue from the sale, property tax, sales tax, bed tax, and employ more Cordovans.

The City of Cordova does a very good job of posting meeting agendas, packets and minutes on their website. In this modern day of technology, information posted on the internet is the most effective way to share this important information, especially when people are out of town. The disposal of this property was posted publicly and timely. Cordovans are responsible for their own involvement in our government, and I do believe there was enough time for this land disposal process to be posted.

In closing, I want to thank you for the action that you took in awarding the bid to the Salty Steer. I welcome this new business to our community.

Jessica Sjostedt
1200 Lake Avenue
Cordova, Alaska

Susan Bourgeois

From: Carolyn Roesbery <akmediascope@yahoo.com>
Sent: Wednesday, June 24, 2015 1:26 AM
To: Susan Bourgeois
Subject: Harbor Entrance Filled- Land Disposal

Cordova City Council ;

I am very disappointed in your decision to release this Harbor Entrance land to anyone other than its original intention to go to the Science Center. This new business is undoubtedly a farce and likely somebodies' tax shelter or other hidden agenda for development intended to ignore the wishes of Cordova citizens. Cordova does not need another restaurant or hotel-- they are barely floating as it is, nor does it need the expendable income pie of our economy cut any smaller for the little expendable income Cordovans have. Having another business, especially a duplicate business of food or lodging just makes it more difficult for other small businesses in town splitting up that pie. Cordovans are frugal and they just don't spend money. The thought of a medical facility or hospice there is OUTRAGEOUS! It is industrial! And there will be evacuations in the future regarding earthquakes, tsunamis and ammonia leaks. When I think about how much trouble Harborside Pizza has gone through to get established and the blockades it went through in order to get out an excellent, proven and well-loved product I am infuriated. Harborside only succeeds in approval a few weeks before the Harbor Entrance disposal, Why is that? To appease the people, FINALLY? --and I do mean DISPOSAL because I truly believe it is effort wasted unwisely if the Harbor Entrance fill property does not remain publically accessed and part of Science Center future locale. This area belongs to everyone. We would not be debating this at all if we still had Coastal Management Zone laws. We do not need more congestion in the harbor area in the tsunami zone, down wind from ammonia leakage potential. It is industrial area and has no business developing as any private business not connected directly with marine endeavors. That is absolutely the worst planning ever and I can't figure for the life of me how locals can struggle so hard and get so little and this endeavor gets green flagged immediately to actually own choice and valuable Cordova land. I smell greed and power addiction and do not feel good about this at all.

I love the Science Center so much as many of us do. It has brought so much to us including opening career choices and great understanding to Cordova kids. It raises the quality of our lives amazingly. It has really changed my life and many people's experience here. The world is changing and we need our Science Center more than ever now to keep doing the excellent work it is meant to do! This whole maneuver to hand off this land is like a slap in the face to Cordova small and even larger business. Even if the meat wagon were vegan it still duplicates the eateries we already have going on, trying to survive and I am infuriated when I think of how dedicated and how fine a product Brian Wildrick has put out and has had gone through the ringer for to become established. I can tell you-- Cordovans DO NOT HAVE expendable income to fling around. I am so proud of our young folks who have joined the productive economy and built these places; Harborside

Pizza, Meat Freaks, The Picnic Basket is phenomenal, The Reluctant is pure Excellence that employs many of my fav young folk, as does Baja T; Casey's Restaurant where he's working so hard, Viv has taken on the Pow-house. We have the OK and Friday Ribs at AC co-- I would go to these places more often but just like most Cordovans, I do not have expendable income. I can barely afford to get some Buffalo from Nichols once in a while. And that is how it is for most of us. WE DONT NEED ANOTHER EATERY-- We don't! Just LOOK AT OUR FUNERAL POTLUCKS! We feed our selves economically. Catch it or buy it and take it home to fix it ourselves. Another business does not necessarily mean a healthy economy. It's just square dancing musical chairs to see whose business will fail when people don't have the money to spend on luxuries and take out food. I need to see this city NOT sabotage established businesses. These are our young people who have chosen to STAY HERE AND WORK HARD-- Reward them.

Carolyn Roesbery
akmediascope@yahoo.com

Susan Bourgeois

From: Julie Reynolds <alaskiejulie@gmail.com>
Sent: Tuesday, June 23, 2015 10:51 PM
To: Susan Bourgeois; Kristin Carpenter; Tim Joyce; Tom Bailer; Robert Beedle; Joshua Hallquist; David Reggiani; James Burton
Subject: Breakwater lot sale

Dear City Council,

I will be out of town for the next City Council meeting, so am writing an e-mail that I request each of you read in my absence.

It came as a great shock to me that the Breakwater lot at the Entrance to Cordova's harbor was recently approved for lease/sale to a food service wagon after being open for business for less than a month. As a devoted citizen of Cordova for almost 13 years, I had long thought the Prince William Sound Science Center was slated to occupy that lot and had, in fact, spent \$9,000 to provide the fill, creating more than just a breakwater enhancement, but a space to grow their organization. I understand that negotiations between the PWSSC and the City Council did not go well and that their \$300,000 bid was denied by City Council and hence withdrawn.

I am not against development of the property for other means, nor am I against the proprietors of the Salty Steer. But I am deeply in favor of the Science Center and believe that their asset to this community cannot be over-emphasized. From research to education, jobs to community service, they have been and will continue to be a boon for our economy. If negotiations went sour, please re-visit them. Please. For the salmon, for the herring, for the Sound, for the kids, for the Discovery Room, for the employment they provide. We need the Prince William Sound Science Center.

Please reconsider the sale of this sale of this property pending community input and open new negotiations with the Prince William Sound Science Center. Thank you.

Best,
Julie Reynolds
907-424-5141
alaskiejulie@gmail.com

Susan Bourgeois

From: Mary Barrow <barrow@gci.net>
Sent: Wednesday, June 24, 2015 1:49 AM
To: Susan Bourgeois
Cc: Kristin Carpenter; Tim Joyce; Tom Bailer; Robert Beedle; Joshua Hallquist; David Reggiani; James Burton
Subject: Breakwater Lot - Please include in Council Packet July 1; 2015

Dear Mayor and Cordova City Council,

I am writing to request a reconsideration on the disposal of the Breakwater Lot that was approved at the last council meeting.

I believed, as did most of the general public, that this newly created land was slated for occupation by the Prince William Sound Science Center.

It seems that now that is not going to happen. I believe the general public, including myself, were not aware of this change. I believe, as the City does, that this is a unique and special, prime piece of property.

We, the general public, have historically believed that the disposition of this property was going to be ~ PWSSC ~ thus, not much public comment was made, we were OK with it.

It came as a large surprise that negotiations had broken down and the PWSSC had withdrawn their bid. And not only that, a private entity was offering the single bid on the property.

We, those that who were aware and in town, showed up before the vote at the City Council meeting and voiced our disagreement with this sale/lease. There were several nay comments made by citizens, only one in agreement as I recall. The City Manager had suggested a delay on the vote. Two council members spoke eloquently the reasons why they would not support the vote. And yet, it was passed by less than a majority vote.

I do not believe this sale to be of "the best & highest use" for this property, for which there is a mandate. The type of business plan proposed for this location is only the first ~ and single ~ proposal in the new RFP for this property. I don't understand how this property could be sold before being zoned. It seems to go against our agreement of governmental flow.

I believe all Cordovans.... Especially those so preoccupied with our seasonal fisheries should have the opportunity to made aware and to have their ideas explored and opinions heard about this particular land disposal.

Thank you for your consideration of rescinding this decision.

Mary B Little
608 1st
Cordova, AK 99574

907 240 6872

Susan Bourgeois

From: Renee Rankin <sevenrankins@yahoo.com>
Sent: Wednesday, June 24, 2015 5:26 AM
To: Susan Bourgeois
Subject: Harbor Lot

Dear Council Members,

I am writting this letter to ask you to reconsider selling the harbor lot in question for a couple of reasons. The first reason being I do not know why the city and state would invest \$900,000 to fill this lot and then turn around and sell it for \$300,000. The second reason being I hate to see the city rush into selling it to the first bid or customer that comes along. Why not wait a bit and see if there is not some great game plan that the city could come up with that would benefit all Cordovans and not a select few? This lot is a very special piece of Cordova and it signifies what Cordova really stands for. The fishing community. The entrance to the harbor and the fishing fleet IS what Cordova is. I am asking the city to reconsider its decision to sell for a time and to weigh out the possibility of other options.

If it is money to throw at the civic center, which I hope it is not, there must be another means of coming up with \$300,000. I would like to see it a public use lot of some sort, not private.

Thank you for your consideration of this matter.

Respectfully,

Renee J Rankin

Susan Bourgeois

From: Dale <dalemuma@hotmail.com>
Sent: Wednesday, June 24, 2015 7:23 AM
To: Susan Bourgeois
Subject: Breakwater Lot

To: City Council

This email is in support of the City Council's decision made on the breakwater lot. The process was followed and the decision should stand. Citizens need to be more responsible to keep informed of what their city government is doing.

Dale & Sue Muma

Sent from my iPad

Susan Bourgeois

From: David Otness <djounderthevolcano@yahoo.com>
Sent: Wednesday, June 24, 2015 9:40 AM
To: Kristin Carpenter; Tim Joyce; Tom Bailer; Robert Beedle; Joshua Hallquist; David Reggiani; James Burton; Susan Bourgeois
Subject: Disposal of Harbor Entrance Lot

Dear City Clerk, Mayor and Council Members,

I would like to add my voice to those questioning the disposal of this strategic city asset on such short notice and without (to many) sufficient public discussion.

It would seem appropriate to explain the "fast-tracking" of this in the face of public concerns yet to be heard. Perhaps you could communicate your justifications of this action to the public at large before taking further action?

David Otness P.O. Box 759 Cordova

Alyssa Kleissler
PO Box 2154
Cordova, Alaska 99574

Telephone (907) 424-3632

June 24, 2015

Dear Mayor and Council Members,

I am writing regarding last council meeting's agenda item #22 regarding the disposal of the breakwater fill lot.

I respectfully disagree with council disposing of this property without more time to allow for the public to comment on its development. I consider it appropriate that council take the time to craft a development plan that takes the public interest into account. After all, it was public money – Corps of Engineers and City of Cordova – that created this property in the first place. Perhaps the public would like a small park and overlook like Fisherman's memorial. Ideas like that and others should be solicited from the public before requesting bids and disposing of the lot. I also encourage the City of Cordova along with Planning and Zoning to take the time and draft up some sort of overall plan for green areas and beautification throughout the city. It baffles me how much waterfront is locked into tin warehouse buildings!

I am not opposed to commercial development of the breakwater fill lot. Maybe instead of one commercial entity capitalizing on the view, there is room for two businesses. I understand the city followed a public process for requesting and reviewing proposals. What I am asking is that prior to putting it out for proposal, there be a carefully considered comprehensive waterfront development plan where the actual owners of the property (the public) are part of the process. Right now is the busiest time of year for most Cordovans. Is it a sound business decision to offer such an “extraordinary piece of property, possibly one of the most unique in Alaska or on the west coast” well below the figure offered by the Prince William Sound Science Center, a proven sound & invested organization in our community? I wonder what is the need to rush this process?

Thank you for your consideration.

Respectfully,

Alyssa Kleissler

Susan Bourgeois

From: Gregory Meyer <gregmeyer@mac.com>
Sent: Wednesday, June 24, 2015 11:32 AM
To: Susan Bourgeois
Subject: Harbor fill lot disposal

address to Cityclerk@CityofCordova.net

Dear Mr. Mayor and City Council,

I attended the only Council meeting in which the disposal of the breakwater lot was on the agenda. There was an overwhelming number of attendees who spoke in opposition to the disposition of the new breakwater lot at this time. The Council voted to accept the single minimum bid. I do believe the Council acted with a bit of haste. The RFP was less than 2 months old. There really doesn't seem to have been much opportunity for the public to weigh in on what other options may be available for this lot. It is a unique lot. It didn't exist 2 years ago. It was created with public money and during that time, it had been more or less designated as the sight of the expansion of the Prince William Sound Science Center. There had not been a public discussion beyond a single Planning and Zoning meeting, and the one Council meeting. The public was not part of the negotiations between the Science Center and the City. When those negotiations broke down, perhaps the City could have taken a step back and allowed more planning and public input into the future ideas for the lot beyond simply putting it out for disposal. Yes, that allowed other entities to bid, but it did not allow the public owners of the lot to have much of a say in it's future development or not.

I do not believe a reconsideration of the RFP would be an inconvenience for the parties at this time. If this were tabled until the fall, when our busiest season is over, perhaps we could truly get a more informed public process in place regarding the development of this public parcel.

Thank you for your consideration,

Greg Meyer

[One Cannery Row](#)
[Cordova, Alaska](#)

Sent from my iPhone

Susan Bourgeois

From: LFM <lfmcf47@gmail.com>
Sent: Wednesday, June 24, 2015 11:26 AM
To: Susan Bourgeois
Subject: Reconsider waterfront property vote

Hello,

As a former Cordova resident and employee of the Prince William Sound Science Center, I implore you to reconsider the premature decision to sell the breakwater fill property to the entity known as Salty Steer.

The PWSSC is a scientific landmark and an extraordinary economic and cultural contributor to the Cordovan community. Negating the PWSSC's 10-year efforts to acquire the fill property for necessary expansion and replacement of current infrastructure will be damaging to the community, and to Cordova. The decision shows a lack of support for the PWSSC's scientific and community efforts to support the fishing industry, the mainstay of the Cordovan economy. This is a particularly troubling decision considering the selection of a restaurateur/hotel business, when Cordova has a minimal tourist economy, and is not poised to expand that tourist base; the business has little promise for economic growth for the community. On the other hand, the PWSSC has actively worked for decades to support all Cordova residents, particularly through education programs, while bringing in new jobs, employees, and community participants that volunteer and contribute to several local organizations, and stay as permanent residents.

Regardless of the ultimate use, the fill lot decision should not be made without an educated base of Cordovan residents present to contribute to the discussion: namely, the fishing fleet. I hope you will find the capacity to reconsider the current trend in this situation, take into account the full economic situation, and take opinions from the fishing fleet in the fall.

Thank you for your consideration,

-Laurel McFadden

Susan Bourgeois

From: Michael Anderson <mvaclay@gmail.com>
Sent: Wednesday, June 24, 2015 11:45 AM
To: Susan Bourgeois
Subject: City breakwater sale

Honorable mayor and council, please review and hold off on the sale of the breakwater fill lot. I believe it has been shown that it is not in the cities best interests to sell waterfront property, further the sale in question has been rushed and should be thoroughly vetted and run past public review to insure fairness, and public agreement. I do not believe that a 10 room hotel and restaurant is actually feasible, show me the math. I also do not believe the good faith effort has been made with the science center, an entity which has added immeasurably to cordova. Regards, Michael and Virginia Anderson

Susan Bourgeois

From: Brad Reynolds <bradfreynolds@gmail.com>
Sent: Wednesday, June 24, 2015 11:47 AM
To: Susan Bourgeois; Kristin Carpenter; Tim Joyce; Tom Bailer; Robert Beedle; Joshua Hallquist; David Reggiani; James Burton
Subject: Breakwater fill sale

Dear City Council,

I am writing in regard to the sale of the new breakwater fill pad. I was unaware of the pending sale to the Salty Steer until a couple days ago. This development comes as a surprise to me as I, like many others, expected this to be the site of a new Prince William Sound Science Center facility. As a former employee of the Science Center I value the role of research and education to our community and strongly believe this institution is a long-standing asset to Cordova. I am now a fisherman, and as such, have little time to adequately learn the facts regarding the proposed sale. I ask that this sale is not finalized until there is sufficient time for more community members to be made aware of the ramifications/implications.

Sincerely,

Brad Reynolds

PO Box 1936

Cordova, AK 99574

907-424-5141

CITY OF CORDOVA



June 25, 2015

Admiral Dan Abel
Seventeenth Coast Guard District
PO Box 25517
Juneau, AK 99802-5517

Dear Admiral Abel:

I am writing to request that the US Coast Guard maintain its important oil spill response equipment cache in Cordova, Alaska. I would also promote the concept of maintaining such oil spill response equipment that is stored across the Exxon Valdez Oil Spill Region.

Commercial fishing is the life-blood of Cordova; the main economic driver and largest employer of our citizens. The marine environment in Prince William Sound and the Gulf of Alaska region is sensitive and can be so tremendously harmed by oil spills as was made all too clear to the world after the Exxon Valdez Spill in March of 1989. In the years since, the technology of oil spill prevention and response has been integral to the continuing healing of Cordova's environment, Cordova's citizens and Cordova's economy. Investment in fisheries and/or fishery-related businesses has occurred due to the sense of security that such a disaster will likely be avoided in the future and/or can be adequately responded to in case of an unlikely future event. Remote and idyllic are the settings in these beautiful port towns and villages. Self-sustaining and independent are the nature of the people who dwell in such locales. Please support their independence by at least maintaining these crucial assets that will protect them, their environment and their economic futures.

I urge you to retain these essential stores of response equipment; especially in these marine-environment dependent commercial fishing communities across our region.

If you have any questions please give me a call.

Sincerely,

Jim Kacsh
Mayor, City of Cordova, Alaska

Memorandum

To: City Council
From: Planning Staff
Date: 6/23/15
Re: Ordinance 1131 – Reducing Ground Snow Load Requirement

PART I – GENERAL INFORMATION

For the second reading staff have removed “basic design” from the ordinance: “The minimum ~~basic design~~ snow load shall be 100 pounds per square foot ground snow load.”

Staff determined that these words were unnecessary and difficult to define. This edit does not alter the intent of the code change and does not substantially change the ordinance from the first reading.

Attached are historical documents relating to the snow load requirement, arranged chronologically:

Attachment A: Excerpt from Minutes of 4/10/12 Planning Commission Regular Meeting
Attachment B: Ground Snow Load Analysis prepared by Steve “Hoots” Witsoe
Attachment C: Excerpt from Minutes of 5/8/12 Planning Commission Regular Meeting
Attachment D: Resolution 12-03
Attachment E: Excerpt from Minutes of 5/14/12 City Council Special Meeting
Attachment F: Ordinance 1095
Attachment G: Snow Load Review Report by Andrew Adams, PE Consulting Engineer
Attachment H: Cost Comparison for Trusses
Attachment I: Excerpt from Minutes of 12/9/14 Planning Commission Regular Meeting
Attachment J: Resolution 15-09

PART II – BACKGROUND

4/10/12 – At the Planning Commission Regular Meeting, the commission had a discussion on the snow load requirements for Cordova. See attached minutes.

5/8/12 – At the Planning Commission Regular Meeting, the commission had Steve “Hoots” Witsoe prepare a report and give a recommendation concerning snow load. The commission went on to pass Resolution 12-03 recommending the change in snow load to City Council. See attached minutes and resolution.

5/14/12 – At the City Council Special Meeting, the council accepted the resolution from the Planning Commission. See attached minutes for the discussion.

6/20/12 – At the City Council Regular Meeting, the council passed the first reading of Ordinance 1095, an ordinance increasing the ground snow load to 150 lbs. per square foot. The ordinance was passed in the consent calendar with no discussion.

7/5/12 – At the City Council Regular Meeting, the council passed the second reading of the ordinance with no discussion.

12/9/14 – At the Planning Commission Regular Meeting, the commission received a report prepared by Andrew Adams, PE Consulting Engineer, concerning the snow load and a price comparison for trusses. Both documents are attached. The commission then had a discussion on the snow load requirements. See attached minutes.

6/10/15 – At the Planning Commission Regular Meeting, the commission passed Resolution 15-09:

M/McGann S/Bailer to approve Resolution 15-09

Upon roll call vote, motion **passed** 6-1.

Yea: **Greenwood, Bailer, McGann, Baenen, Roemhildt, Frohnappfel**

Nay: **Pegau**

PART III – SUGGESTED MOTION

“I move to approve Ordinance 1131.”

**CITY OF CORDOVA, ALASKA
ORDINANCE 1131**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING
CORDOVA MUNICIPAL CODE SUBSECTION 16.15.2305(d) IN ORDER TO REDUCE THE GROUND
SNOW LOAD REQUIREMENT FROM 150 POUNDS PER SQUARE FOOT TO 100 POUNDS PER
SQUARE FOOT**

WHEREAS, the City of Cordova has determined that the financial costs are significant for meeting the ground snow load of 150 pounds per square foot; and

WHEREAS, the City of Cordova has determined that a ground snow load of 100 pounds per square foot is sufficient enough to ensure structural stability for the conditions in the City; and

WHEREAS, the 2009 International Building Code requires a ground snow load of 100 pounds per square foot for the City of Cordova; and

WHEREAS, the Planning Commission of the City of Cordova has recommended to the City Council to reduce the ground snow load from 150 pounds per square foot to 100 pounds per square foot.

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

Section 1. The Cordova Code of Ordinances of Cordova, Alaska, is hereby amended to read as follows:

16.15.2305(d) - Snow loads.

The minimum snow load shall be 100 pounds per square foot ground snow load.

~~Delete the last sentence in the second paragraph and substitute the following:~~

~~–(i) The minimum basic design snow load shall be 100 pounds per square foot on the horizontal projection of the roof for building permits issued or required prior to September 1, 2012.~~

~~–(ii) The minimum basic design snow load shall be 150 pounds per square foot ground snow load for construction requiring or issued a building permit on or after September 1, 2012.~~

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

1st reading: June 17, 2015

2nd reading and public hearing: July 1, 2015

PASSED AND APPROVED THIS 1ST DAY OF JULY, 2015

James Kacsh, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

Excerpt from Minutes of 4/10/12 Regular Meeting

2.) Discussion on Snow Load

Reggiani ~ Well I asked that maybe we take a look at this after the recent event that we just went through, it seemed like in the community here was a lot of confusion on snow load and what it Code and why are buildings collapsing. I kind of looked into it and I looked at the table of Ground Snow Loads for Alaska communities. What stood out to me was that Cordova was at 100 psf, Yakutat is at 150 psf, Valdez is at 160 psf and Whittier is at 300 psf. I couldn't really figure out where that data actually come from and how old that table is. And I don't know if that matters or not but typically with historical datasets you'll update them periodically and I don't know what our ground load was this year compared to the historical average.

Josh Hallquist ~ That's what you're supposed to base it off of is a 50 year snow.

Reggiani ~ It looks like the Alaska Statutes leave it up to the local municipality. Other than just picking a number I don't really know how to put some data behind it.

Pegau ~ We actually are collecting the data up on Ski Hill, there's a snow pillow that gives you snow water equivalents. It will tell you exactly how much water equivalent there was and from that you can figure out the pounds per square foot. Historically there hasn't been a measure other than height, but for the last five years they've been recording the snow depth at that elevation.

Reggiani ~ When do you think that data will be available?

Pegau ~ It's online, I always end up looking up Mt. Eyak SNOTEL.

Greenwood ~ Hoots and Kirsti are checking it regularly.

Srb ~ Tom, I have a question I'd just like to hang out there. With regards particularly to the Municipal buildings and such but is there a mechanism or way of developing a mechanism that kind of takes away the decision making process out of any one individuals processes with regards to making a determination that I need to have this shoveled or that shoveled. Some kind of way of calculating a real time snow load within the municipality that says; "within these parameters all municipal buildings will hire somebody to shovel the roofs."

Bailer ~ I think Dave (Reggiani) is kind of heading that direction aren't you?

Reggiani ~ We are, Council has asked me to start working on a Memorandum of Understanding between the City and the School District to talk about maintenance of all of the municipal buildings so that one party isn't waiting for another party or thinking that the other party is going to do something and the same thing the other way. But as far as actually getting some data and understanding that I think you could probably come up with some real good general rules from that. But going through all of this, I was impressed, just to get the discussion started I was just hoping for the table to be thrown into this but Faith and Sam did a wonderful job putting everything in there. I was looking and happy to find an importance factor thrown into it on page 64 and I think what we need to have from the City's side of things is some history and make sure that the importance factor was factored into the equation on these municipal buildings for sure. The higher the category the more important the facility is to the community.

Josh Hallquist ~ I would say by what I've seen here it would be safe to bump it up a little bit.

Srb ~ On our current building permits if someone comes in and says that they want to attach a shed style roof to the side of their house, is there any requirement for engineering?

Samantha Greenwood ~ We don't require engineering for in residential for anything.

After a lengthy discussion the Commission agreed to have the data from the SNOTEL site compiled and bring that information back for further dialogue.

Ground Snow Load Analysis

Prepared for:
City of Cordova
May 1st, 2012



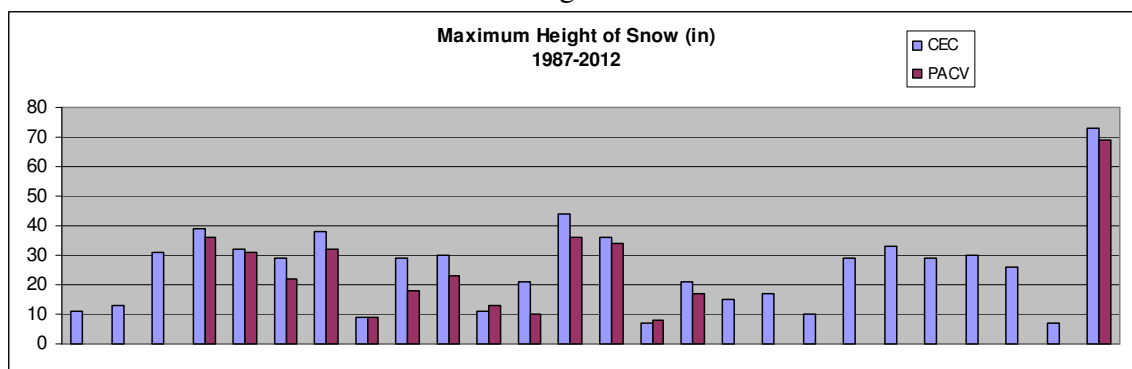
Prepared by:
Steve "Hoots" Witsoe

Current snow load requirements for the City of Cordova are based on the International Building Code. Design snow loads for roofs are determined using ground snow load; p_g . Ground snow loads for Alaska locations are set forth in Table 7-1, ASCE 7-05, with Cordova at 100 lbs/ft². Interestingly, Cordova's nearest neighbors have significantly larger ground snow loads, with Yakutat at 150, Valdez at 160, and Whittier at 300 lbs/ft². Authorities having jurisdiction can also determine ground snow load using extreme value statistical analysis of data available with a 2 percent annual probability of being exceeded (50 year mean recurrence interval).¹

Weather data for Cordova is limited to CEC Orca Power Plant², Mudhole Smith Airport³, Mt Eyak Snotel⁴, and personal observations⁵.

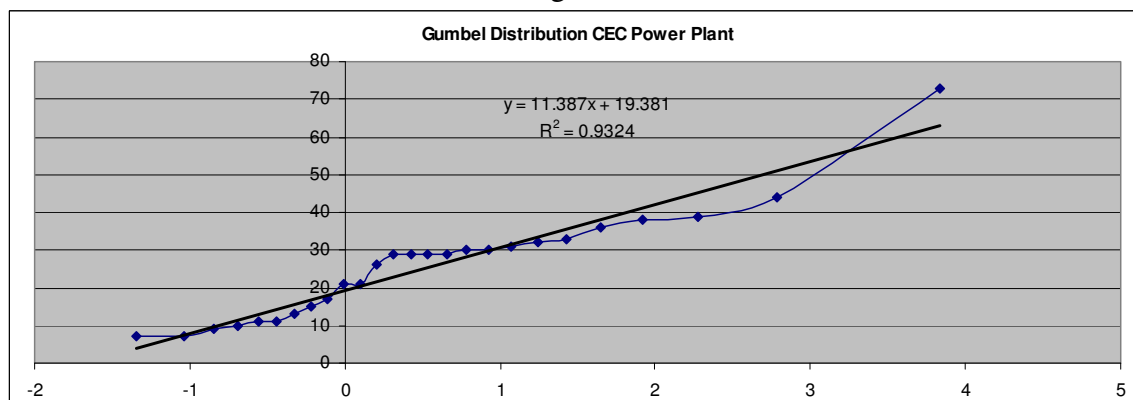
For this analysis, 26 years of power plant data and 14 years of airport data was used. A larger dataset exists for the airport but was not accessible at the time. While weather can be quite different between the power plant and the airport, their annual maximum height of snow is very similar (see Figure 1). The power plant data was used over the airport data because the data set was larger and the snow heights were slightly higher. It should also be noted that there are no weather records available for Whitshed Road, where snow heights are generally accepted as higher than the rest of town.

Figure 1



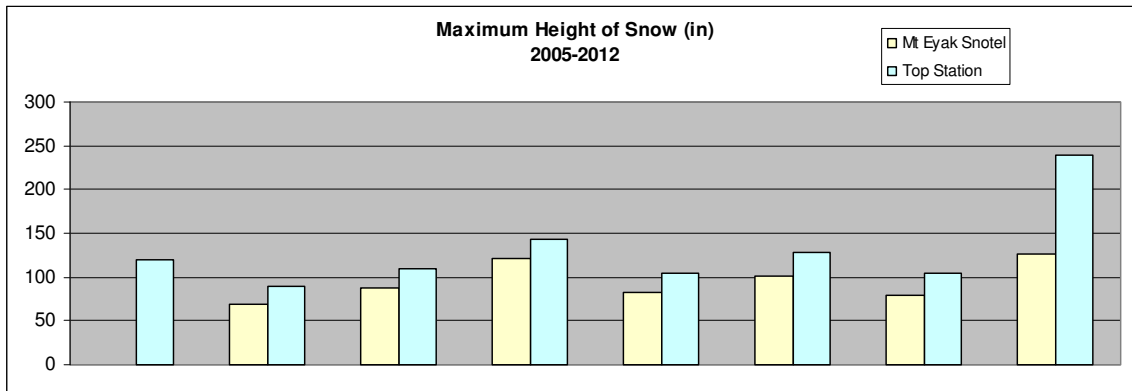
Extreme value statistical analysis was done using Gumbel Distributions and Gringorten estimations.⁶ For CEC Power Plant data, the maximum height of snow = $11.387x + 19.381$. Using a 50 year return period, $x = -\ln(-\ln(1-(1/50))) = 3.90$, and the height of snow = 63.8 in. (See figure 2)

Figure 2



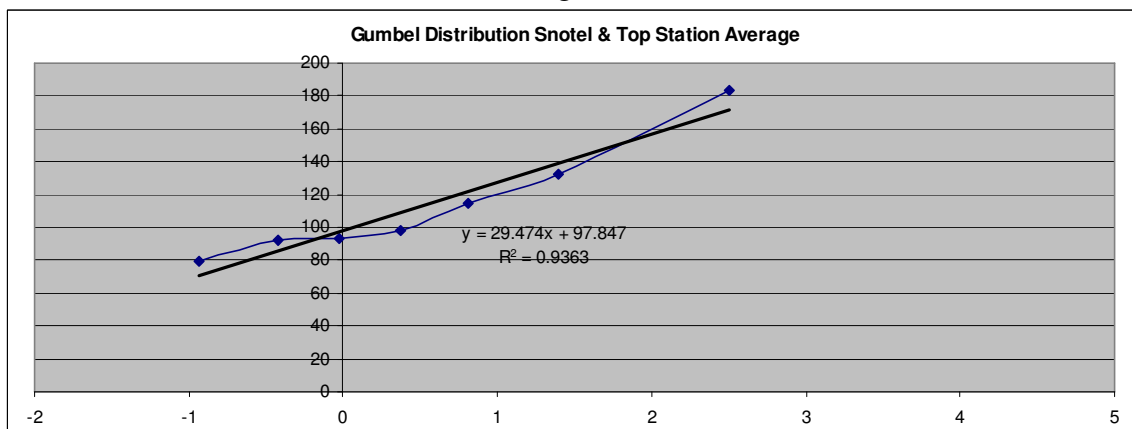
Mt Eyak Snotel had only 7 years of data, but gives insight into the affects of elevation on snow height. Its location is at approximately 1500 feet. The Snotel site, however, is prone to wind stripping. The nearby snow stake at the top of the ski hill has a similar elevation but offers a more wind loaded site, and shows the differences of snow height with site selection (see Figure 2).

Figure 2



Analysis of Mt Eyak Snotel data estimated a 50 year event at 156.9 inches, while Top Station data estimated 255.3 inches. An average of the data was used for the analysis to compensate for the differences between the datasets. Analysis of the average estimated a 50 year event at 212.9 inches.

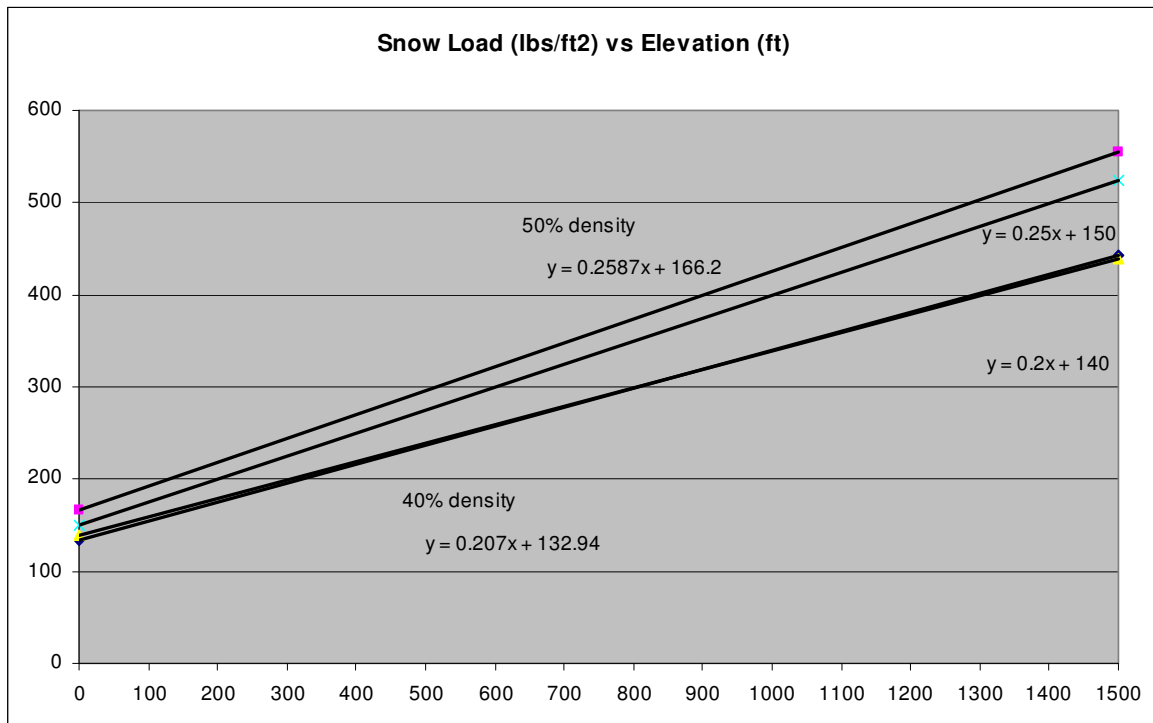
Figure 4



Ground snow load equals the maximum height of snow multiplied by the density of snow. Densities vary through the snow pack, so a single density is used to estimate the value. Industry standard varies from 30% to 50% density of water, with 40% the norm.⁷ With the amount of rain Cordova can receive in winter, 50% density may be realistic. However, by the time 50% density is reached the height of snow would be lower than the maximum.

Using the Power Plant data for sea level, and the average of Snotel and Top Station data for 1500 vertical feet, a linear equation was used to interpolate the ground snow load versus elevation. This was done for both 40 % and 50% density (See Figure 5).

Figure 5



Conclusion

The 40% and 50% linear equations offer a recommended range for ground snow loads with respect to elevation. To simplify the equations for easier use, the slope and intercept can be rounded. The first recommended equation closely resembles the 40% equation, while the second recommended equation is slightly more conservative.

Recommended Ground Snow Load:

$$p_g (\text{lbs/ft}^2) = 140 + (0.2 \times \text{Elevation in feet})$$

$$p_g (\text{lbs/ft}^2) = 150 + (0.25 \times \text{Elevation in feet})$$

CEC Orca Power Plant

Water Year	Max HS	V	m	N	Pv	ln (Pv)	ln (ln (Pv))
1987	11	7	1	26	0.02144	3.84252	-1.34613
1988	13	7	2	26	0.05972	2.81802	-1.03603
1989	31	9	3	26	0.09801	2.32269	-0.84273
1990	39	10	4	26	0.13629	1.99294	-0.68961
1991	32	11	5	26	0.17458	1.74538	-0.55697
1992	29	11	6	26	0.21286	1.54710	-0.43638
1993	38	13	7	26	0.25115	1.38171	-0.32332
1994	9	15	8	26	0.28943	1.23983	-0.21497
1995	29	17	9	26	0.32772	1.11560	-0.10939
1996	30	21	10	26	0.36600	1.00511	-0.00510
1997	11	21	11	26	0.40429	0.90563	0.09913
1998	21	26	12	26	0.44257	0.81515	0.20438
1999	44	29	13	26	0.48086	0.73218	0.31172
2000	36	29	14	26	0.51914	0.65558	0.42224
2001	7	29	15	26	0.55743	0.58442	0.53713
2002	21	29	16	26	0.59571	0.51800	0.65778
2003	15	30	17	26	0.63400	0.45571	0.78590
2004	17	30	18	26	0.67228	0.39708	0.92362
2005	10	31	19	26	0.71057	0.34169	1.07384
2006	29	32	20	26	0.74885	0.28921	1.24059
2007	33	33	21	26	0.78714	0.23935	1.42981
2008	29	36	22	26	0.82542	0.19186	1.65098
2009	30	38	23	26	0.86371	0.14652	1.92057
2010	26	39	24	26	0.90199	0.10315	2.27156
2011	7	44	25	26	0.94028	0.06158	2.78738
2012	73	73	26	26	0.97856	0.02167	3.83170

R	Pv=1- (1/R)	-ln(- ln(Pv))	y=11.387x(-ln(-ln(Pv))+19.381	ft/in conv	lbs/ft3	snow density	Pg (lbs/ft2)
50	0.98	3.90	63.81	0.08	62.5	0.4	132.94

Snotel & Top Station Average

Water Year	Snotel	Top Station	Average	V	m	N	Pv	ln (Pv)	ln (ln (Pv))
2006	69	90	79.5	79.5	1	7	0.07865	2.54273	-0.93324
2007	87	110	98.5	92	2	7	0.21910	1.51822	-0.41754
2008	121	144	132.5	93.5	3	7	0.35955	1.02290	-0.02264
2009	83	104	93.5	98.5	4	7	0.50000	0.69315	0.36651
2010	101	128	114.5	114.5	5	7	0.64045	0.44559	0.80837
2011	80	104	92	132.5	6	7	0.78090	0.24731	1.39711
2012	127	240	183.5	183.5	7	7	0.92135	0.08192	2.50205

R	Pv=1- (1/R)	-ln(-ln(Pv))	y=11.387x(-ln(-ln(Pv))+19.381	ft/in conv	lbs/ft3	snow density	Pg (lbs/ft2)
50	0.98	3.90	212.85	0.08	62.5	0.4	443.44

References

- 1 ASCE 7-05 Minimum Design Loads for Buildings and Other Structures
- 2 CEC Orca Power Plant Weather Observations
<http://www.ncdc.noaa.gov/oa/ncdc.html>
- 3 Mudhole Smith Airport Weather Observations
<http://www.ncdc.noaa.gov/oa/ncdc.html>
- 4 Mt Eyak Snotel Weather Observations
<http://ambcs.org/>
- 5 Steve “Hoots” Witsoe
hoots@ctcak.net
- 6 National Institute of Standards and Technology
<http://www.nist.gov/itl/sed/index.cfm>
- 7 Communication with Terry Onslow, Dave Hamre, and Pete Carter

Excerpt from Minutes of 5/8/12 Regular Meeting

1. Snow Load

Steve “Hoots” Witsoe ~ Okay, Snow Loads area what’s used to determine how much load they can hold and what the roof needs to be built for. The Code book has a table and Cordova is at 100 pounds per square foot, the interesting thing about that is Yakutat is at 150 psf, Valdez is at 160 psf and Whittier is at 300 pounds per square foot. So the purpose of what I was doing was use extreme value statistical analysis to determine what our snow load really is. So, what I did is I went through weather data and we don’t have great weather data, but we do have 26 years from CEC’s Orca Power Plant and then we have a bunch of data from the Airport. Originally I had more information from the Power Plant and the Power Plant typically represents the town better than the Airport. Keep in mind that we get much more snow at higher elevations than we do at sea level.

I came up with two recommendations:

140 pounds per square foot at Sea level and at 100 vertical feet you would add another 20 pounds. (40% density)

150 pounds per square foot at Sea level and at 100 vertical feet you would add another 20 pounds. (50% density)

Commission had a lengthy discussion and explanations on the snow load data provided by Hoots.

Bailer ~ Thank you so much for all your hard work on this.

Bailer ~ Tom how about you, you’re doing a lot of building, what do you think?

McGann ~ I think we should increase it, I was looking at it from a cost standpoint in residential. A cut roof, basically just adding more rafters, even if you had to double the amount of rafter it would only increase the dry in package by 3.6%. I looked at trusses and if you had to double the trusses it would only increase the total dry in package by 4.6%. So I don’t think that it’s becoming cost prohibitive to do this stuff.

Bailer ~ Yeah I would agree.

Samantha Greenwood ~ And I talked with a metal guy I don’t know if you saw it in the Planners Report, but he is in Wasilla but has built buildings here. He did say that he thought that the labor would not substantially increase, but that there would be an increase of about 25%. Most of that would be weight and shipping.

Srb ~ With the idea in mind that some of these properties are being sold as seasonal and nobody is going to be there to babysit them it might behoove us to bump things up and try to better protect investments.

Samantha Greenwood ~ Okay, so I threw in that resolution in case you guys wanted to move forward like that, it’s not something that we have to do.

After a lengthy discussion and explanation on the snow load data provided by Hoots the Commission agreed that in their opinion the snow load for Cordova should be increased to 150 pounds per square foot.

M/Srb S/McGann “I’d like to make a motion to make a change in the current snow load requirement of 100 pounds ground snow load to 150 pounds ground snow load to the City Council of the City of Cordova, Alaska.

Bailer ~ Scott did you hear the motion?

Pegau ~ Yes, I did hear the motion, the only comment I had was on the “whereas’s” you might want to strike “Whereas, this year’s snow load was not a record for City of Cordova.” because you can’t demonstrate it.

Samantha Greenwood ~ You’re right.

Upon voice vote, motion passed, 6-0

**CITY OF CORDOVA, ALASKA
PLANNING AND ZONING COMMISSION
RESOLUTION 12-03.**

**A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF
CORDOVA, ALASKA, RECOMMENDING TO CHANGE THE CURRENT SNOW LOAD
REQUIREMENT OF 100 POUNDS GROUND SNOW LOAD TO 150 GROUND SNOW LOAD TO
THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA**

WHEREAS, the City of Cordova experienced an exceptional snow year for 2011-12; and

WHEREAS, there were roof collapses and damage to buildings from snow load throughout the town;
and

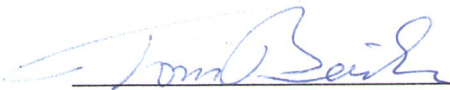
WHEREAS, to help provide for the public welfare and safety of citizens of Cordova; and

WHEREAS, after reviewing previous years ground snow load numbers, reviewing ground snow codes
for nearby coastal communities, historical snow accumulation totals, and impact building cost building;
and

WHEREAS, the Planning Department staff and the Planning and Zoning Commission would like to
recommend to the City Council of Cordova to accept and support the new ground snow load of 150
pounds.

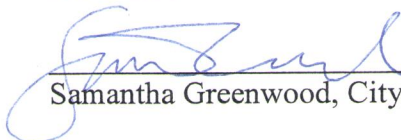
NOW, THEREFORE, BE IT RESOLVED THAT the Planning and Zoning Commission of the City
of Cordova recommends to change the current snow load requirement of 100 pounds ground snow load
to 150 ground snow load to the city council of the city of Cordova, Alaska

PASSED AND APPROVED THIS 8th DAY OF MAY, 2012



Tom Bailer, Chairman

ATTEST:



Samantha Greenwood, City Planner

Excerpt from Minutes of 5/14/12 City Council Special Meeting

19. Acceptance of Planning and Zoning Commission Resolution 12-03

M/Allison S/Reggiani to accept resolution 12-03 from the Planning and Zoning Commission.

Mayor Kallander informed Council that to approve this resolution will add to the cost of new construction. **Beedle** opined that if this is passed than 100% of Cordova is out of compliance. What happens when a person goes to sell their house? **Greenwood** replied that existing structures would be grandfathered in; this would be required on new structures. **Beedle** asked if this is passed tonight when it takes effect. Will those building currently have to adjust their plans to accommodate this change?

Greenwood responded that this resolution is just asking for Council's support. It is not passing anything. It will have to be changed in code, which would be an ordinance, two readings, and then 30 days after that. Until it becomes code we are still at the old code. When a person gets their building permit they will be notified of the building requirements according to code at that point in time. **Bradford** stated that he has no problem with this he will support it. **Reggiani** stated that he is going to support this.

Vote on motion: 4 yeas, 1 nay (Beedle), 1 absent (van den Broek). Motion passes.

**CITY OF CORDOVA, ALASKA
ORDINANCE 1095**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AMENDING CORDOVA MUNICIPAL CODE SECTION 16.15.2305(d) TO INCREASE
THE MINIMUM BASIC DESIGN SNOW LOAD FROM 100 POUNDS PER SQUARE
FOOT ON THE HORIZONTAL PROJECTION OF THE ROOF TO 150 POUNDS PER
SQUARE FOOT GROUND SNOW LOAD FOR BUILDING PERMITS ISSUED ON OR
AFTER SEPTEMBER 1, 2012**

WHEREAS, the City of Cordova ("City") experienced extremely heavy snow fall in the 2011-2012 winter season; and

WHEREAS, the increased snow fall damaged structures and created safety hazards; and

WHEREAS, the City has reviewed the ground snow load numbers from past years, code provisions throughout Alaska governing snow load requirements, historical snow accumulation totals, and the potential impact of increased snow load requirements on building costs in the City; and

WHEREAS, the City Council finds that it is in the City's best interest, in light of the recent damages resulting from heavy snow fall and the results of the City's research regarding snow load requirements, to increase such requirements for construction within the City.

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

Section 1. Cordova Municipal Code Chapter 16.15.2305(d) is amended to read as follows:

16.15.2305(d) - Snow loads.

Delete the last sentence in the second paragraph and substitute the following:

- (i) The minimum basic design snow load shall be 100 pounds per square foot on the horizontal projection of the roof for building permits issued or required prior to September 1, 2012.
- (ii) The minimum basic design snow load shall be 150 pounds per square foot ground snow load for construction requiring or issued a building permit on or after September 1, 2012

ADDED LANGUAGE UNDERLINED/ DELETED LANGUAGE STRICKEN THROUGH

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

1st reading: June 20, 2012

2nd reading and public hearing: July 5, 2012

PASSED AND APPROVED THIS 5th DAY OF JULY, 2012.




James Kallander, Mayor

ATTEST:


Susan Bourgeois, City Clerk

ADDED LANGUAGE UNDERLINED/ DELETED LANGUAGE STRICKEN THROUGH

Andrew P. Adams, PE Consulting Engineer

PO Box 876303 Wasilla, AK 99687 907-947-9303 andrewpadams@gci.net

December 4, 2014

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

To Whom It May Concern:

The purpose of this letter is to provide the City of Cordova's Planning and Zoning Commission with an impact study on the current ground design snow load of 150 pounds per square foot (psf) verses a ground snow load of 100 per square foot. The primary focus on this study is based on economic impacts, but design implications will also be addressed.

Loading Background and General Concepts:

The current ground snow load condition for Cordova is 150 psf, which is an increase from the load specified by the International Building Code 2009 (IBC 09), Table 1608.2. This table provides a design ground snow load of 100 psf for Cordova. The International Building Code is usually used as the design standard for both residential and commercial building design for prescriptive design conditions, but its loading conditions and requirements are based on American Society of Civil Engineers Minimum Design Load Manual 7-05 (ASCE 7-05). The ASCE 7-05 design loads address non-prescriptive loading conditions. Due to the seismic, wind and snow load combinations as directed in the IBC, Cordova buildings would have to be designed for non-prescriptive loading. In layman terms, the IBC would require an engineer to analyze commercial buildings due to the complex loading conditions. (The State Fire Marshal office does provide some exemptions to this requirement though.)

TABLE 1608.2
GROUND SNOW LOADS, p_g , FOR ALASKAN LOCATIONS

LOCATION	POUNDS PER SQUARE FOOT	LOCATION	POUNDS PER SQUARE FOOT	LOCATION	POUNDS PER SQUARE FOOT
Adak	30	Galena	60	Petersburg	150
Anchorage	50	Gulkana	70	St. Paul Islands	40
Angoon	70	Homer	40	Seward	50
Barrow	25	Juneau	60	Shemya	25
Barter Island	35	Kenai	70	Sitka	50
Bethel	40	Kodiak	30	Talkeetna	120
Big Delta	50	Kotzebue	60	Unalakleet	50
Cold Bay	25	McGrath	70	Valdez	160
Cordova	100	Nenana	80	Whittier	300
Fairbanks	60	Nome	70	Wrangell	60
Fort Yukon	60	Palmer	50	Yakutat	150

For SI: 1 pound per square foot = 0.0479 kN/m².

IBC Snow Load Table

Before an economic issue is addressed, it is important to note how load conditions are applied. For the design of building structures, load factors are either applied to environment and gravity load conditions or building material maximum strengths are reduced. This process allows for a factor of safety to be applied to structures to ensure a higher probability for a building to withstand an abnormally high load. For example, when conducting a "strength design" for a building as specified by IBC 09, Section 1605.2.1, a common load condition applied to a roof would be from Equation 16-3.

$$1.2D + 1.6(L_r \text{ or } S \text{ or } R) + (f_1L \text{ or } 0.8W) \quad \textbf{(Equation 16-3)}$$

For the current Cordova snow loading conditions, the 1.6 factor would provide a snow load of 240 psf to be applied to structural members under some loading analysis. If the IBC snow load of 100 psf was used, the loading conditions could be as high as 160 psf.

Another effect that should be addressed with regard to the snow loading of 150 psf is seismic loading. Earthquake analysis generally focuses on a building's "dead load". The dead load is essentially the weight of the building's permanent components and neglects the loads of furniture, people or other items that are not fixed to the building. One exception to this is the weight of snow. For seismic analysis, code provisions require 20% of the snow load to be considered "dead load" for seismic analysis purposes. Therefore, in general terms, 30 psf of load should be applied for every square foot of roof during a seismic loading condition. This factor would be 20 psf for a 100 psf snow load. (These loads are used as examples only. Specific roof snow load criteria are based on a number of factors that will not be addressed for the purposes of this report.)

Common Failures in High Snow Load Areas:

During the late winter of 2012, South Central Alaska had record breaking snow falls. As the snow accumulated, I had to completed many forensic investigations on why roofs in Anchorage, the Mat-Su Valley, and the Kenai Peninsula failed. Even though high snow fall was the root cause of damages, the difference in a failed roof or a sustained roof came down to a number of other factors. These factors were as follows.

1. Improper drainage for melting snow resulting in ice damming.
2. Impact loading resulting from snow shedding to a lower roof section.
3. Under-designed structural components.
4. Water intrusion resulting from failed roof membranes, which caused structural material decay.

Project Example:

In the spring 2014, I was the project engineer for a building in Seward, Alaska. The IBC snow load for Seward is 50 psf. However, the building owner requested that the building be designed for a snow load of 120 psf. The cost impact on this increase primarily effected the building's steel structure and anchor bolts. Since the building had some unique foundation requirements, snow and seismic loading did not affect the building's foundation cost.

The original building frame for 50 psf design snow load had a purchase price of \$27,214, but the

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material price for a 120 psf design snow load was \$42,708, which was an increase of almost 60%. An increased snow load of 240% the original is not a fair comparison to the 50% increase for the Cordova snow loading, but it does show the impact snow loading can have on a buildings cost.

Roof Framing:

A building component that snow load is most readily observed is the roof system. For purposes of determining a cost effect, a rafter-framed roof will be assumed. A truss framed roof will likely have a smaller cost impact for the snow loading conditions since shipping is such a disproportional cost for trusses in Cordova. Using a rafter span of 12 feet, the material differences for a 24 foot wide by 32 foot long, rectangular-shaped, 5:12 pitch roof will be as follows.

Material	Spacing	Quantity (ea)	Unit Price	Snow Ld	Total Price
BCI 11 7/8" 6000	16"	25	\$27.96	100 psf	\$699.00
BCI 14" 60	16"	25	\$60.00	150 psf	\$1,499.88
% change					53%

BCI 14" 60	24"	17	\$60.00	100 psf	\$1,019.92
BCI 16" 60	24"	17	\$67.71	150 psf	\$1,151.07
% change					11%

Pricing for rafters is based on Spenard Builder Supply current, non-account holder pricing.

Neglecting lateral loading, 5/8 inch roof sheathing could be used for both the 100 psf snow load roofs above. However, with a 150 psf snow load, 3/4 inch plywood would be required for roof decks due to allowable deflection limits. There are some factors that could allow for a 5/8 inch sheathing under the 150 psf snow loading, but these factors are also offset due to lateral resistance requirements in most cases.

The cost of increasing sheathing thickness from 5/8 inch to 3/4 inch is about a 15% cost increase.

Wall Framing:

Wall stud sizes are generally controlled by insulation requirements in residential construction, so the snow loads on load bearing walls will likely not change the wall framing requirements. However, wood framed walls with 16 inch on-center studs that are over 8 feet tall will require lateral blocking between all studs for the 150 psf loading condition. This blocking requirement is also necessary for walls under 8 feet tall that are used for seismic and wind lateral loading restraint as well though. Therefore wall framing costs should not be significantly affected in wood framed buildings when comparing a 100 psf or a 150 psf snow load.

When considering a rectangular-shaped, single-story house, that is 24 feet wide and 32 feet long, the increase in snow load results in an increase in the seismic lateral load of approximately 25%. However, a house with a 28 foot by 40 foot size will have a seismic lateral load increase of approximately 30%. So, as the building gets a larger roof area, the effects on the lateral restraint

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system will also increase. In increase in lateral load increase results in more strapping, nails, and hold downs.

Wood Beams:

Many framing conditions can affect the size of a header or wood beam, but for the sake of cost analysis, a 20 foot long beam supporting 10 feet of tributary area was analyzed to see the effects of an increased snow load. During this analysis, the gravity load increase resulted in a beam size change as shown below.

Material	Snow Load	Quantity (ft)	Unit Price	Total Price
5 1/8"x19 1/2" GLB	100 psf	20	\$9.13	\$182.50
5 1/8"x22 1/2" GLB	150 psf	20	\$10.60	\$212.00

% increase 14%

Pricing for beams are based on a national supplier estimate, and may not reflect costs due to shipping.

Steel Frames:

As stated in the Seward construction project, steel framed buildings can have significant cost increases with snow load increases. For a common warehouse-type, moment-framed building, there will be small size increases for the beams and columns due to a snow load increase of 50%. However, as stated before, load combinations for strength design will apply factors of safety that will affect the entire frame. Since Cordova is in a high seismic zone, steel frame connections will increase overall disproportionately to a gravity load increase. Analysis of a steel building is much more complex than would be prudent for the purposes of this report.

Foundations:

A typical residential foundation design would likely not be affected by a snow load because the footing size, concrete wall thickness, and rebar placement are likely controlled by other factors. However, soil retaining structures, whether they be retaining walls or basement walls will be affected slightly. The changes due to an increased snow load will result in an increase in concrete reinforcement in these structures due to the combination of snow load and seismic loading.

Pad foundations are more adversely affected by the increased snow load than any other foundation component. For a concrete pad that is supporting 100 square feet of roof or deck load will have a size increase of approximately 50%, and the cost increase is likely proportional since the cost of pad footings is more influenced by concrete volume than labor or rebar costs.

Cost Summary:

Most studies indicate that structural components are usually anywhere from 20% to 28% of a total building's costs. Mechanical, electrical and finish components are typically where building costs can be saved. However, given a generic building analysis as described above, the following cost savings could be made by decreasing the City's snow load from 150 psf to 100 psf.

Andrew P. Adams, PE Consulting Engineer

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Roof Framing: approximately 53%
Roof Decking: approximately 15%
Wood Beams: approximately 14%
Concrete Pads: approximately 50%

Recommendation:

Even though the economic effects on an overall construction project are only slightly affected by a 50% snow load increase, I believe that the design requirements provided in the International Building Code apply enough safety factors to ensure structural stability for properly designed buildings. Therefore, a design snow load of 100 psf is sufficient for designed structures.

Disclaimer:

Loading examples and references to calculations in this letter are for demonstration purposes, and should not warrant use for any building plans or projects. Not all load factors and conditions were addressed in the samples above. A design professional should be consulted in all building construction projects.

Respectfully,

A handwritten signature in blue ink, appearing to read "Andrew Adams", written over a horizontal line.

Andrew P. Adams, P.E.

29336 Airport Road
Eugene, OR 97402

theTRUSSco.inc.

PRODUCT PROPOSAL AND PURCHASE AGREEMENT

Phone: (541) 688-8671 Fax: (541) 688-0412

PROPOSAL SUBMITTED TO:		QUOTE# 26859Q	DATE: 12/01/14
Phone Quote/Walk-In		JOB NAME: CPU - City of Cordova	
ATTN: Customer	STREET: CPU		
STREET:	CITY: CPU - Eugene	STATE: OR	
CITY:	FAX:	PHONE:	

We are pleased to quote the Metal-Connected Wood Trusses for this project.

- A. Roof Loading: 25.0,8.0,0.0,7.0 Truss Gable Stud Spacing: 0.0 In. O.C. (Typ.)
- B. Lumber is Dry HFir/DFir 19% Moisture Content at time of manufacture.
- C. F.O.B. Jobsite plateline*, in bundles, within the limits of our equipment
*PLATE LINE DELIVERY REQUIREMENTS: Street access to site, plate can be safely reached with boom, contractor aids driver, contractor assumes responsibility should the truck get stuck or breaks concrete.
- D. Shop Drawings and Truss Engineering will be provided after receipt of signed Proposal and Purchase Agreement by authorized agent.
- E. Allow 10 working days for manufacturing after receipt of approved drawings.
- F. Hardware included with trusses:
 - #0 No Blocking
 - #01 No Hangers

100lb. snowload

GRAND TOTAL: \$4727.00

PURCHASER: We hereby propose to furnish labor and materials -- complete in accordance with the above specifications, for the sum of: **\$4727.00** with payment to be made as follows:

Terms: 1/2 down at time of order, balance due at time of delivery; or net 10th with approved credit.

All material is to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above estimate.

NOTE: This proposal contingent upon approval of credit. Backcharges are not allowed without prior written approval by The Truss Co.

This proposal may be withdrawn by us if not accepted within 5 days and delivered within 15 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Payment will be made as outlined above. I agree your liability on this order is limited to the amount paid to you and that there shall be no liability or claims made by me for incidental, consequential or delay damage claims of any kind.


In the event of any delinquency in my account, I authorize you to charge me 1 1/2% (18% annual rate) per month on any delinquent account balance, together with any attorney fees, costs and expenses incurred by The Truss Co. in collecting on any amount I owe to you.

theTRUSSCO Inc.

By: John D. Mark
Title: TRUSS DESIGNER

PURCHASER:

Accepted By: _____ Date: _____
Title: _____

29336 Airport Road Eugene, OR 97402 <div style="text-align: center;">  </div> Phone: (541) 688-8671 Fax: (541) 688-0412	FROM TO	Phone Quote/Walk-In PH- FAX- CPU - City of Cordova CPU CPU - Eugene, OR	QUOTATION QUOTE # 26859Q ORDER # PAGE 1 DATE 12/01/14				
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:35%;"> PROJECT: City of Cordova MODEL: 100# Snow Load TAG: LOT # SUBDIV: </td> <td style="width:15%;"> Contact: Name: Customer Phone: () - Fax: </td> <td style="width:15%;"> Job Super: Customer () - </td> <td style="width:15%;"> Ordered By: Customer () - </td> <td style="width:20%;"> Account No: 3100 Salesman: House Designer: JT P.O. Number: </td> </tr> </table>			PROJECT: City of Cordova MODEL: 100# Snow Load TAG: LOT # SUBDIV:	Contact: Name: Customer Phone: () - Fax:	Job Super: Customer () -	Ordered By: Customer () -
PROJECT: City of Cordova MODEL: 100# Snow Load TAG: LOT # SUBDIV:	Contact: Name: Customer Phone: () - Fax:	Job Super: Customer () -	Ordered By: Customer () -	Account No: 3100 Salesman: House Designer: JT P.O. Number:			
Tentative Delivery Date: / /							

DELIVERY INSTRUCTIONS:



CUSTOMER NOTES: Samantha Greenwood

907-424-6233

planning@cityofcordova.net

Roof Loading: 25.0,8.0,0.0,7.0

Truss Gable Stud Spacing: 0.0 In. O.C. (Typ.)

Profile:	Qty:	Truss Id:	Span:	Truss Type:	Slope:	LOH	ROH
	2	A01GE 239 lbs.	40-00-00 2 X 6 2 X 4	OAH 07-09-13 GABLE	4.00 0.00	02-00-00	02-00-00
	29	A02 197 lbs.	40-00-00 2 X 6 2 X 4	OAH 07-09-13 DBL. FINK	4.00 0.00	02-00-00	02-00-00

31 Total Trusses

2 Total Designs

MISC. ITEMS @

Quantity:	Description:
0	#0 No Blocking
0	#01 No Hangers

Terms: Pre-Pay

My signature below indicates acceptance of all terms on the Product Proposal and Purchase Agreement. The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined on the Product Proposal and Purchase Agreement. In the event of any delinquency in my account, I authorize you to charge me 1 ½% (18% annual rate) per month on any delinquent account balance.

Accepted By: _____

Date: _____

GRAND TOTAL	\$4727.00

29336 Airport Road
Eugene, OR 97402

theTRUSSco,inc.

PRODUCT PROPOSAL AND PURCHASE AGREEMENT

Phone: (541) 688-8671 Fax: (541) 688-0412

PROPOSAL SUBMITTED TO:		QUOTE# 26859A	DATE: 12/01/14
Phone Quote/Walk-In		JOB NAME: CPU - City of Cordova	
ATTN: Customer		STREET: CPU - Eugene	
STREET:		CITY: CPU	STATE: OR
CITY:		FAX:	PHONE:

We are pleased to quote the Metal-Connected Wood Trusses for this project.

- A. Roof Loading: 25.0,8.0,0.0,7.0 Truss Gable Stud Spacing: 0.0 In. O.C. (Typ.)
- B. Lumber is Dry HFir/DFir 19% Moisture Content at time of manufacture.
- C. F.O.B. Jobsite plateline*, in bundles, within the limits of our equipment
*PLATE LINE DELIVERY REQUIREMENTS: Street access to site, plate can be safely reached with boom, contractor aids driver, contractor assumes responsibility should the truck get stuck or breaks concrete.
- D. Shop Drawings and Truss Engineering will be provided after receipt of signed Proposal and Purchase Agreement by authorized agent.
- E. Allow 10 working days for manufacturing after receipt of approved drawings.
- F. Hardware included with trusses:
 - #0 No Blocking
 - #01 No Hangers

150lb. Snowload

GRAND TOTAL: \$6776.00

PURCHASER: We hereby propose to furnish labor and materials -- complete in accordance with the above specifications, for the sum of: **\$6776.00** with payment to be made as follows:

Terms: 1/2 down at time of order, balance due at time of delivery; or net 10th with approved credit.

All material is to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above estimate.

NOTE: This proposal contingent upon approval of credit. Backcharges are not allowed without prior written approval by The Truss Co.

This proposal may be withdrawn by us if not accepted within 5 days and delivered within 15 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

Payment will be made as outlined above. I agree your liability on this order is limited to the amount paid to you and that there shall be no liability or claims made by me for incidental, consequential or delay damage claims of any kind.


In the event of any delinquency in my account, I authorize you to charge me 1 1/2% (18% annual rate) per month on any delinquent account balance, together with any attorney fees, costs and expenses incurred by The Truss Co. in collecting on any amount I owe to you.

theTRUSSCO Inc.

By: John D. Mankin
Title: TRUSS DESIGNER

PURCHASER:

Accepted By: _____ Date: _____
Title: _____

29336 Airport Road Eugene, OR 97402 <div style="text-align: center;">  theTRUSSco,inc. </div> Phone: (541) 688-8671 Fax: (541) 688-0412	Phone Quote/Walk-In PH- FAX-	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> QUOTATION </div>	
	<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); border: 1px solid black; padding: 2px; margin-right: 5px;"> SUBMIT TO </div> <div> CPU - City of Cordova CPU - Eugene CPU, OR </div> </div>	<div style="border: 1px solid black; padding: 5px;"> QUOTE # 26859A ORDER # PAGE 1 DATE 12/01/14 </div>	
PROJECT: City of Cordova MODEL: 150# Snow Load TAG: LOT # SUBDIV:	Contact: Job Super: Name: Customer Phone: () - Fax:	Ordered By: Customer () -	Account No: 3100 Salesman: House Designer: JT P.O. Number:
Tentative Delivery Date: / /			

DELIVERY INSTRUCTIONS:



CUSTOMER NOTES: Samantha Greenwood

907-424-6233

planning@cityofcordova.net

Roof Loading: 25.0,8.0,0.0,7.0

Truss Gable Stud Spacing: 0.0 In. O.C. (Typ.)

Profile:	Qty:	Truss Id:	Span:	Truss Type:	Slope:	LOH	ROH	
	2	A01GE 307 lbs.	40-00-00 2 X 8 2 X 6	OAH 07-11-10 GABLE	4.00 0.00	02-00-00	02-00-00	
	29	A02 266 lbs.	40-00-00 2 X 8 2 X 6	OAH 07-11-10 DBL. FINK	4.00 0.00	02-00-00	02-00-00	

31 Total Trusses

2 Total Designs

MISC. ITEMS @

Quantity:	Description:
0	#0 No Blocking
0	#01 No Hangers

Terms: Pre-Pay

My signature below indicates acceptance of all terms on the Product Proposal and Purchase Agreement. The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined on the Product Proposal and Purchase Agreement. In the event of any delinquency in my account, I authorize you to charge me 1 ½% (18% annual rate) per month on any delinquent account balance.

Accepted By: _____

Date: _____

GRAND TOTAL	\$6776.00

Excerpt from Minutes of 12/9/14 Planning Commission Regular Meeting

e. Snow Load Discussion

Bailer said that they brought this back because he started doing commercial buildings and they realized there was a much larger cost. **Pegau** said that he has looked at everything and he keeps going back to the analysis that was prepared for them. He recognizes that it will increase the costs fairly significantly, but he thinks it's important to go to the safest buildings that they can. **Reggiani** said he would echo **Pegau's** comments. Moving the ground snow load from 100 to 150 pounds seemed to be reasonable and consistent with the municipalities around Cordova. He doesn't see any compelling reason to change it back. **Baenen** said that he felt there were no issues in that there were no buildings that collapsed due to the snow load; like the engineer wrote in the report, most of the buildings had other issues that caused them to collapse. It is a pretty significant cost with 50% more for the trusses, and the concrete foundation will cost more. He thinks that this was hastily done and that there doesn't need to be the 150 pound ground snow load.

McGann said that he is speaking only in regards to residential construction. He voted for the increase and he has regretted it ever since because it takes away people's ability to design prescriptively. A house is not a complicated structure, they should be able to just follow the code and do it by prescription. When you start having to bring in engineers; they don't need that level of complexion. **Roemhildt** said that a 5/12 roof seems like it would shed snow fine. **Greenwood** said that he is torn. He would be willing to have it back as an action item. **Reggiani** asked if there was a difference between residential and commercial snow loads. **S. Greenwood** said that both the IRC and the IBC have 100 pound ground snow load. **Bailer** added that the slope of the roof factors into the snow load. **Greenwood** said there was a difference between ground snow load and roof load. **Baenen** explained that the costs extrapolate through the whole building, the trusses are 50% more, and the foundation is 50% more. **Pegau** said that he thinks they need to go back and look at the analysis and he thinks there getting cheap at the cost of people's safety. **McGann** said that if you reach the 150 pound load, you can shovel. **Bailer** said that they are not putting anyone at risk. **S. Greenwood** clarified with the commission that these changes would be incorporated into the changes to the Building Code chapter in the City Code rather than doing it prior to all of their changes.

**CITY OF CORDOVA, ALASKA
PLANNING COMMISSION
RESOLUTION 15-09**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,
ALASKA, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF CORDOVA,
ALASKA TO AMEND SUBSECTION 16.15.2305(d) OF THE CORDOVA MUNICIPAL CODE
IN ORDER TO REDUCE THE GROUND SNOW LOAD REQUIREMENT FROM 150 POUNDS
PER SQUARE FOOT TO 100 POUNDS PER SQUARE FOOT**

WHEREAS, the Planning Commission has determined that the financial costs are significant for meeting the ground snow load of 150 pounds per square foot; and

WHEREAS, the Planning Commission has determined that a ground snow load of 100 pounds per square foot is sufficient enough to ensure structural stability for the conditions in the City of Cordova ; and

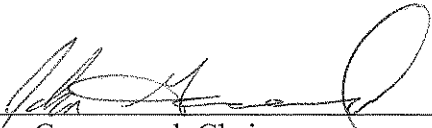
WHEREAS, the 2009 International Building Code requires a ground snow load of 100 pounds per square foot; and

WHEREAS, the Planning Commission has determined that the proposed amendments are in accordance with the purpose of Title 18; and

WHEREAS, the Planning Commission recommend to City Council to accept the proposed amendments.

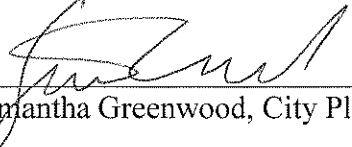
NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend to the City Council of the City of Cordova, Alaska to amend Subsection 16.15.2305(d) of the Cordova Municipal Code in order to reduce the ground snow load requirement from 150 pounds per square foot to 100 pounds per square foot.

PASSED AND APPROVED THIS 9TH DAY OF JUNE, 2015



John Greenwood, Chair

ATTEST:



Samantha Greenwood, City Planner

Memorandum

To: Cordova City Council
From: Planning
Date: 6/9/2015
Re: Alpine Diesel LLC Lease Contract and Ordinance

PART I – Background

12/10/14 Harbor Commission meeting Jerry Blackler proposed his idea to the Harbor Commission.

12/19/14 19 Special Harbor Commission meeting passed resolution 12-14-03 supporting the proposed idea of a repair and maintenance facility.

1/14/15 Regular Harbor Commission Meeting Jerry Blackler presented plans to commission

2/4/2015 Harbor Commission Workshop hand an on-site meeting in the Shipyard with Jerry Blackler to review plans and location.

2/10/15 At the Planning Commission meeting P&Z recommended to City Council to make a portion of Tract 1A of the Ocean Dock Subdivision #2 Available they also recommended to City Council to dispose of a portion of Tract 1A of the Ocean Dock Subdivision #2 by negotiating a lease agreement with Alpine Diesel LLC

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

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

6/3/15 At the City Council meeting the recommendation from P&Z was presented and the proposal was discussed. City Council direct the City Manager to enter into a 20 year lease agreement with Alpine Diesel LLC.

6/17/15 City Council approved the first reading of the Ordinance. There were some questions and minor edits that staff was directed to address below is a summary of those. Lawyer comments are bolded and underlined. Additions to the lease are bold and highlighted.

1. In Section 4A the following was added (bold is addition): Use of the Premises shall be limited to construction of a facility **primarily** used for vessel and other marine equipment maintenance and repairs.
2. Council wanted attorney clarification on how the lease transfers if the business was sold and also discussed having attorney add language about if the lease transfers, property will be cleaned up to original condition.

In the event that Alpine Diesel seeks to transfer ownership of the property (i.e. Alpine Diesel is bought out by another entity), Alpine Diesel will need to secure approval of the City to do so. The City may choose to refuse to authorize assignment of the lease to the new entity or it may choose to consent to such an assignment subject to certain conditions. While the new entity would be subject to the terms of the Lease, including all of its limitations, restrictions, and obligations, the City may also reiterate its expectations in its written consent and the amendment to the Lease.

Specifically, Section 6 of the Lease states that the "[t]enant shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent the City may withhold in its absolute discretion. The City shall not be required to subordinate this Lease or the City's interest in the Premises to the interest of any other person or entity."

3. Council wanted to add a requirement for an environmental/clean-up bond. Randy referred to a performance bond which would address this.

While an environmental clean-up bond is certainly a viable option, requiring pollution liability insurance at the coverage rates specified by the City's insurance provider is recommended. The ability of an entity to secure a bond often results in a much smaller amount of than needed to fund pollution clean-up. Conversely, pollution coverage provides the lessee with a viable means of securing policies generally close to or at \$1 Million.

In Section 12. Insurance this clause was added

Contractors pollution liability insurance covering the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00)

4. Council wanted a review period every five years. The Lease has a 30 day termination provision that provides the City Council the ability to terminate the lease with very little notice. Thus, a five year review period may serve only to create ambiguity regarding the 30 day termination provision. Instead, it may be advisable for the City Council to review the Lease and its efficacy when it deems appropriate, and then, based upon its political determination, terminate the Lease or submit amendments to the City Clerk. This approach permits Council to forego review or amendments if it ultimately decides that such a process is not needed at 5 years.

PART II— GENERAL INFORMATION

Multiple documents of best management practices for shipyards have been reviewed and conditions place in the lease were developed from these. The lawyers have updated the hazardous waste section and review the environmental indemnity section of the lease, the lawyer fees will be paid by the Alpine Diesel LLC. A clause has been placed in the lease to address a one year time frame in which the facility will be developed or lease will be terminated.

PART III – SUGGESTED MOTION

“I move to approve Ordinance 1132.”

**CITY OF CORDOVA, ALASKA
ORDINANCE 1132**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING A LEASE TO ALPINE DIESEL, LLC OF 15,000 SQUARE FEET OF THE
SOUTHWEST PORTION OF TRACT 1A, OCEAN DOCK SUBDIVISION ADDITION #2**

WHEREAS, the City of Cordova and the Alpine Diesel LLC desire to enter into a lease of 15,000 square feet of the Southwest portion of Tract 1A, Ocean Dock Subdivision Addition #2 (“Property”) for twenty (20) years; and

WHEREAS, the Alpine Diesel, LLC will use the Property to provide a building for vessel repair and maintenance; and

WHEREAS, it is in the public interest for the City of Cordova to make space available for Alpine Diesel, LLC to provide a vessel repair facility under the terms and conditions provided in the lease referred to below.

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

Section 1. Notwithstanding anything to the contrary in Cordova City Code Chapter 5.22, the City Council of the City of Cordova hereby authorizes the City administration to enter into a lease with Alpine Diesel, LLC for the Property with a term of Twenty (20) years (“Lease”), in substantially the same form as the lease attached hereto as Exhibit A.

Section 2. The form and content of the Lease between the City and Alpine Diesel LLC hereby are in all respects authorized, approved and confirmed, and the City Manager is authorized, empowered and directed to execute and deliver the Lease to Alpine Diesel, LLC 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 they 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 document now before this meeting, and from and after the execution and delivery of said document, the City Manager is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the lease as executed.

Section 3. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

Section 4. If one or more referendum petitions with signatures are properly filed within one (1) month after the passage and publication of this ordinance, the 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 in 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 30 days after its passage and publication.

1st reading: June 17, 2015

2nd reading and public hearing: July 1, 2015

PASSED AND APPROVED THIS 1st DAY OF JULY, 2015

Jim Kacsh, Mayor

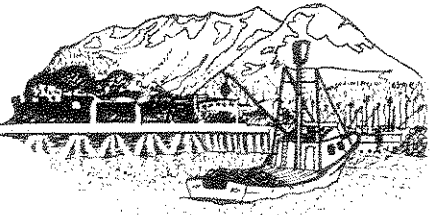
ATTEST:

Susan Bourgeois, CMC, City Clerk

DRAFT



CITY OF CORDOVA



SEALED PROPOSAL FORM

The City is seeking proposals for a long-term lease for a portion of Tract 1A, Ocean Dock Subdivision Addition #2 for the development of a vessel maintenance building.

All proposals must be received by the Planning Department by Friday, May 1st, 2015 at 10 AM.

Property: Tract 1A, Ocean Dock Subdivision Addition #2. See attached map.

Name of Proposer: JERRY & VICKI BLACKLER

Name of Organization: ALPINE DIESEL LLC

Address: PO Box 605

Phone #: 907-424-7664

CORDOVA AK 99574

Email: docblack@ctcak.net

Note: All submitted proposals for this property will be reviewed by the Planning Commission using the attached criteria. The Planning Commission will then recommend a proposal to City Council for final review and acceptance.

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

The chosen proposal will be subject to a Site Plan Review conducted in accordance with Chapter 18.42 of the Cordova Municipal Code. Prior to the issuance of a Building Permit, the City Council must approve the site plan for the project.

City Council has specified that this property is available for a long-term lease only. The lease area will be limited to the western corner of Tract 1A, Ocean Dock Subdivision Addition #2 (see attached map for location) and can be up to approximately 15,000 square feet not including the additional square footage needed for clear and free access to the vessel repair building. The attached **case** is a template for the agreement that will be negotiated with the proposal that is awarded the property.

The fair market value for a portion of Tract 1A, Ocean Dock Subdivision Addition #2 is **\$4.10 per square foot.** This price per square foot is the **minimum** price that will be accepted for the lease rate. **Additional fees may be imposed including but not limited to, if free and clear access to the proposed facilities in any way limits or prohibits revenue generated from boat storage.**

The annual lease rate will be calculated as follows:

Annual lease rate = Total Square footage of facility X \$4.10 X 10%

If the successful proposal amount is greater than the minimum per square foot price, that shall be the amount paid for the property.

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

All organizations that submit proposals will be required to meet the appropriate criteria within Cordova Municipal Code Section 5.22. A link to the City Code is available at www.cityofcordova.net.

Proposed Price \$ 4.10 X 15,000 X 10% = 6150.00
Total Sq. Ft. of Facility Proposed Sq. Ft. Value Annual Lease Rate

Proposed term of lease 20 years

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

Please review the attached section of Code for the requirements within the **Waterfront Industrial District**. City Council has specified that the proposals should be for a **vessel maintenance building**.

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

1. Describe the development you're proposing.
2. What is the proposed square footage of the development?
3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
4. What is the benefit of the proposed development to the community?
5. What is the value of the proposed improvements (in dollars)?
6. What is your proposed timeline for development?
7. How will you comply with all applicable environmental laws?
8. How will you indemnify the City for any liability?

Included for your convenience:

Attachment A: Criteria used when evaluating each submitted proposal.

Attachment B: A location map showing the subject property.

Attachment C: The property parcel with measurements.

Attachment D: Cordova Municipal Code - Waterfront Industrial District

Attachment E: Sample Lease Agreement

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

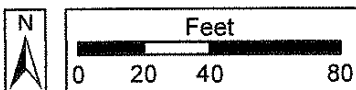
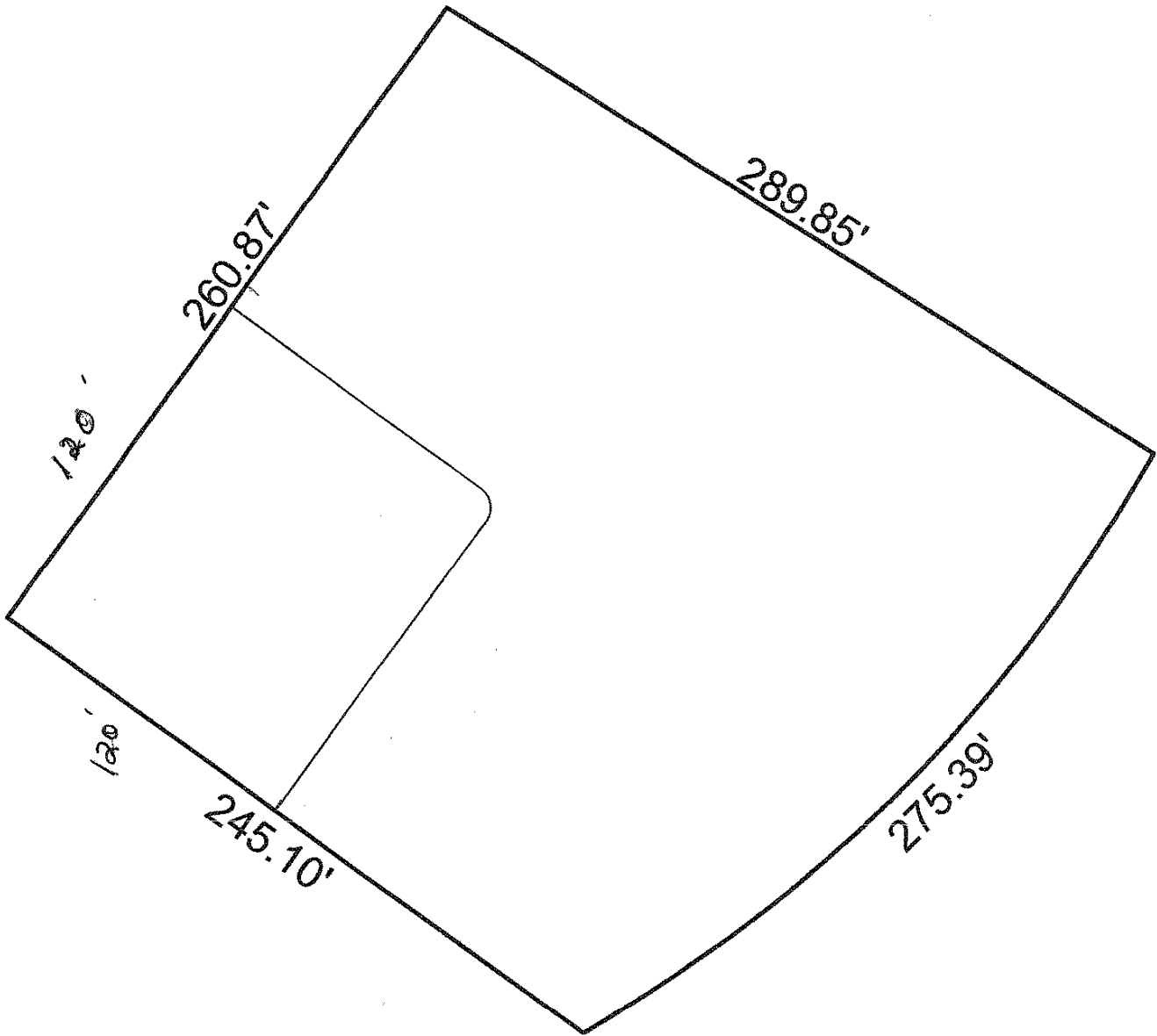
ADDITIONAL INFORMATION:

1. The vessel maintenance building is being proposed in order to enhance and support the commercial fishing industry in Cordova. The proposed structure will be comprised of container vans with a fabric arched roof in the center and a shed-roof lean-to on each side. The main structure will be 3 container vans high and 3 – 40' containers long. The structure will be 122'w x 120'l; height would be between 60' to 70', depending on containers. Steel pilings can be set on the main structure to aid with side-wind load. The lean-tos will be comprised of 20' container vans teed to the main structure for additional bracing and wind load. 2 high and 3 long - 40' vans will support the shed roof. The center section will be a drive-thru for a large vessel or 2 smaller vessels. The smaller bays will be for trailered vessels. The height & width of the building will allow the City travel lift to haul boats in one end, place the boat where needed and drive out the other end.
2. The Square footage will be 15,000.
3. See drawing on Attachment C. Also included is a drawing showing the layout of building and pictures of maintenance buildings similar to the one that we are proposing.
4. The benefits of the proposed facility are to give the fishing fleet of Cordova and other communities the ability to work on their vessels in a climate controlled enclosure. The facility will be available to all vessel types, tenders to recreational. Currently there is no building at the haul-out yard, this building will be adjacent to the yard and will be used by the commercial fishing fleet in Cordova and other outlying communities. The maintenance building will allow the vessels to be out of the weather and perform yearly maintenance. It will also be used by the recreational boat owners to perform maintenance. The maintenance building will be rented by the vessel owner according to the length of their vessel. The vessel owner will be allowed to do their own work or they can hire a company to perform the work. The building can also be rented by local companies in order to provide services to the fleet, for instance, welding, painting, fiberglass work, etc.. The labor force will vary from vessel to vessel, depending upon the work that will be ordered by the owner. The City of Cordova will see an increase in Sales Tax and property tax revenue. Retail stores in Cordova will see an increase in sales. Once the building is up and vessels from outlying areas come in, the City will see an increase in travel lift fees.
5. The projected improvements will be \$350,000 - \$400,000.

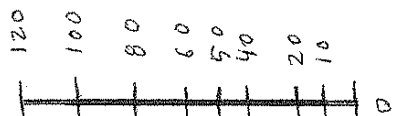
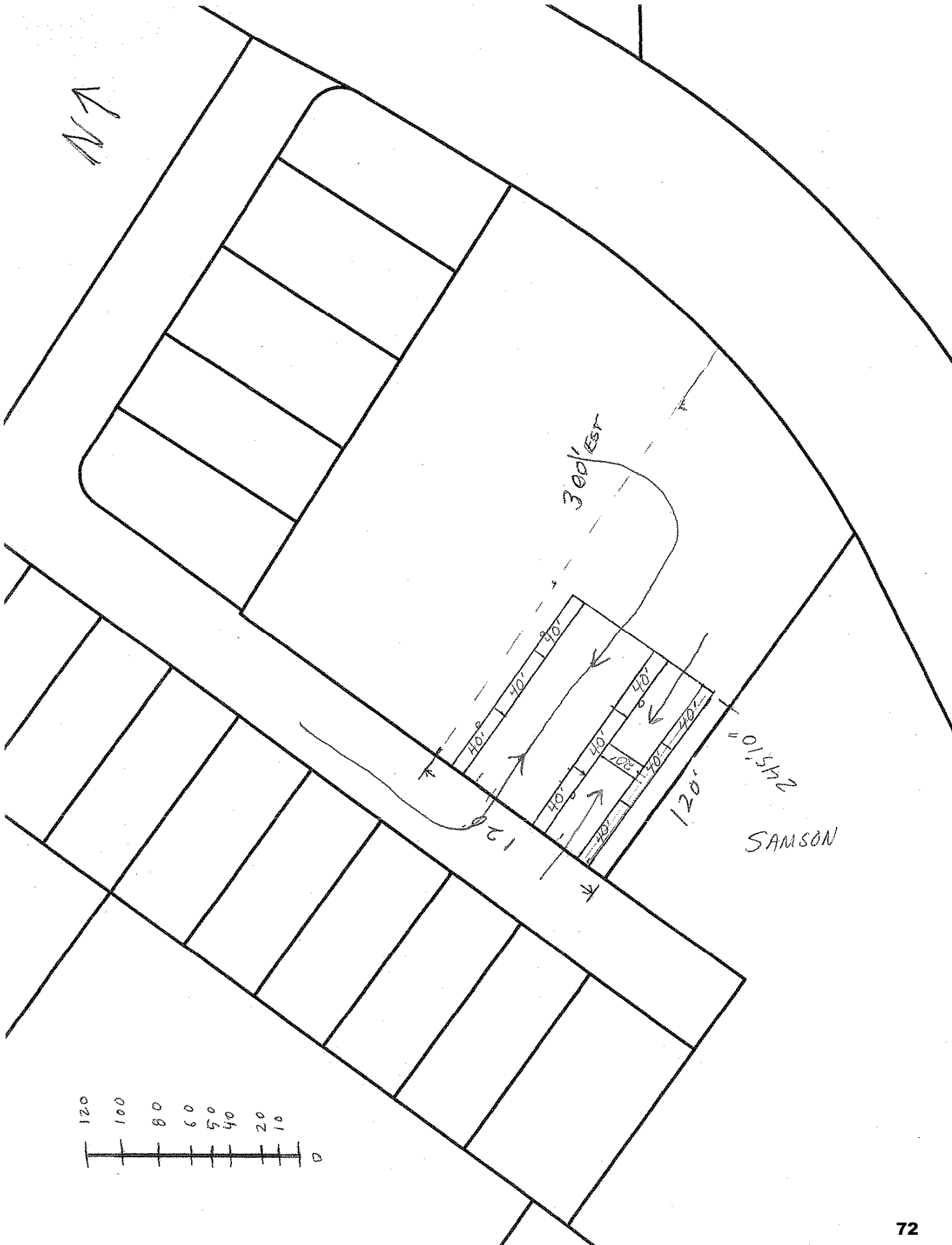
6. The proposed timeline depends on City Councils approval and the City manager/proposer coming to terms on a lease. After that is determined, materials will be ordered. Once materials are on site construction will begin. Estimated time line to complete, 2 - 3 months.
7. The ground in the open area of the facility will be lined with the same type material that is used in fuel containment bins, a polyurea fabric lining. Any hazardous materials that will be used will be inside the facility in a controlled environment. Hazardous materials will be disposed of through the City of Cordova bailer site or the landfill at 17 mile. All Vessel owners will be made aware of their responsibilities when it involves any and all hazardous materials. Vessel's that will be in for sand-blasting will be encapsulated inside the building.
8. We currently carry a 1M/2M insurance policy; we will add the City of Cordova as an additional insured. We will provide the City of Cordova with a Certificate of Insurance.

ATTACHMENT C

Tract 1A
75,703 sq. ft.



The lease will be limited to the western corner of the parcel and may be up to 15,000 sq. ft. not including clear and open access.





**CITY OF CORDOVA
Cordova, Alaska**

LEASE

THIS LEASE ("Lease") by and between the **CITY OF CORDOVA ("Landlord")**, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and **Alpine Diesel LLC** doing business in Cordova, Alaska ("Tenant").

RECITALS

WHEREAS, the City owns that certain parcel of land and all improvements thereon in Cordova, Alaska generally described as a portion (15,000 Square Feet) of the West Portion of Tract 1A, Ocean Dock Subdivision Addition #2 as shown in Exhibit A to this lease (referred to hereinafter as the "Premises"); and

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

WHEREAS, the Cordova City Council ("Council") has approved the lease of the Premises from the City to Tenant in accordance with the Cordova City Charter §5-17 and Chapter 5.22 of the Cordova Municipal Code (hereinafter referred to as the "Code" or "CMC").

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

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City hereby leases to Tenant and Tenant hereby leases from the City, the Premises.

2. LEASE TERM

The term of this Lease shall be twenty (20) years, commencing on [REDACTED], The "Commencement Date") and expiring twenty (20) years later, on [REDACTED], unless earlier terminated in accordance with the terms of this Lease.

3. RENT

A. Base Rent. The rent during the term of this Lease shall be Six Thousand One Hundred and Fifty Dollars (\$6,150.00) annually and paid in twelve (12) monthly installments (the "Base Rent") of Five Hundred and Twelve Dollars and Fifty Cents (\$512.50), which shall be due and payable the 15th of every month. Base Rent shall be paid to the City in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address provided for notice to the City set forth in Section 20.E of this Lease, or at any other place that the City may from time to time direct in writing. Base Rent shall be paid promptly when due without notice or demand therefor. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Tenant. As required by the CMC Section 5.22.040(C), any lease having a term of more than two (2) years shall be subject to a rental adjustment to fair market value at intervals of no more than two (2) years, but no adjustment shall result in a reduction of rent.

B. Additional Charges. In addition to the Base Rent, Tenant acknowledges and agrees that Tenant is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 and all other sums, costs, expenses, taxes (including 6% sales tax, which

shall be paid by Tenant monthly at the same time Tenant makes its monthly payments of Base Rent to the City) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease (the "Additional Charges").

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

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

D. Security Deposit. Upon execution of this Lease, the City may require Tenant to deposit with the City an amount equal to two months' rent (the "Security Deposit"). The Security Deposit shall be held by the City as security for the faithful performance by Tenant of all of Tenant's obligations under this Lease. If Tenant fails to pay the Base Rent, or a portion thereof, or otherwise defaults with respect to any provision of this Lease, after notice and beyond the expiration of any applicable cure period the City may use, apply or retain all or any portion of the Security Deposit for:

- (i) the payment of any rent or other sum in default;
- (ii) the payment of any other sum to which the City may become obligated by reason of Tenant's default; or
- (iii) to compensate the City for any loss or damage which the City may suffer thereby, including, but not limited to, any costs associated with moving and storage of Tenant's personal property (if any) remaining on the Premises beyond termination of the Lease. The City shall be free to commingle the Security Deposit with funds held in the City's own accounts, including accounts in which the City keeps other security deposits. If Tenant performs all of its obligations under this Lease, the Security Deposit, or so much thereof as has not been used, applied or retained by the City in accordance with this Section, shall be returned to Tenant, at the expiration of the term, and subject to Tenant relinquishing possession of the Premises, without payment of interest or other increment for its use, within 30 days of Tenant's vacation of the Premises.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to construction **and operation** of a facility **primarily** used for vessel and other marine equipment maintenance and repairs.

(i) Tenant will be required to place an upturned polyurea fabric lining approximately 1 foot below the ground surface enveloping the area used for repair and maintenance. The liner must be designed to contain any potential containments or spills from penetrating the ground and spreading laterally.

(ii) Tenant will be responsible for maintenance, clean up and removal of the containment material and legal disposal of such material and when sandblasting on the Premises, the work area will be encapsulated within the facility.

(iii) Tenant will be responsible to tarp all ground work areas for maintenance/repair done with in the facility or on the Premises

(iv) Tenant shall use drip pans or other containment devices for paint **and** solvents.

(v) Tenant will be responsible for the removal, disposal, and maintenance of snow shedding from roofs on the Premises.

(vi) Should a portion of the maintenance building be unoccupied for more than 48 hours the harbor will be provided the opportunity to store the travel lift in the building.

Landlord expressly reserves the right to terminate this lease in the event Tenant fails to operate said use for a period of three consecutive months

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

C. Compliance with Laws. Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent. Tenant shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Tenant's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Tenant shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

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

E. The City may terminate this Lease for any or no reason upon thirty (30) days' written notice to Tenant. The Tenant may terminate this Lease for any or no reason upon forty-five (45) days' written notice to City.

5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION

A. Development Plan. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached site development plan by Tenant will be treated as an amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. The Lease does not confer any approval from the Cordova Planning Commission regarding the site development plan or substitute for any approval process required in Cordova Municipal Code. Rather it is Tenant's responsibility to ensure the site development plan complies with all city code requirements and procedures.

B. Substantial Completion. Tenant must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by _____, 2016, which is one (1) year after the Lease's Signature Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s) outlined in the site development plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Tenant can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Tenant has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Tenant fails to substantially complete the construction of the project set forth in the site development plan by _____, 20XX, Tenant will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 14.

6. REPRESENTATIONS AND WARRANTIES

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

7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

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

8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

Tenant shall, at Tenant's sole cost and expense, be solely responsible for: (1) the maintenance and repair of the Premises and shall not commit or allow any waste upon the Premises; (2) obtaining any and all permits and approvals necessary for Tenant's use of the Premises; (3) all utilities and services needed for Tenant's use of the Premises; (4) all taxes and assessments levied against the Premises, and Tenant agrees to pay all such taxes and assessments as and when they become due, including but not limited to all utility bills and special assessments levied and unpaid as of the date of this Lease or hereafter levied for public improvements; (5) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (6) all real property taxes, personal property taxes, and sales taxes related to the Premises or Tenant's use or occupancy thereof; and (7) any taxes on the leasehold interest created under this Lease.

9. LIENS

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

10. ENVIRONMENTAL

A. For purposes of this section:

(i) Environmental Requirement shall mean any law, regulation, or legal requirement relating to health, safety, or the environment, now in effect or hereinafter enacted, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Toxic Substances Control Act (TSCA), the Federal Insecticide Fungicide and Rodenticide Act (FIFRA), the Resource Conservation and Recovery Act (RCRA), the Clean Air Act (CAA) and the Clean Water Act (CWA), the Occupational Safety and Health Act (OSHA) and all similar state and local laws, rules, regulations, and guidance, now in existence or hereinafter enacted, as each such law, rule, or regulation

may be amended from time to time.

(ii) Environmental Hazard shall mean Hazardous Materials (as defined hereinafter), or the storage, handling, production, disposal, treatment, or release thereof.

(iii) Hazardous Material shall mean

(a) any hazardous waste, any extremely hazardous waste, or any restricted hazardous waste, or words of similar import, as defined in the Resource Conservation and Recovery Act (42 USC §6901 *et seq.*)

(b) any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601 *et seq.*)

(c) any toxic substances as defined in the Toxic Substances Control Act (15 USC §2601 *et seq.*)

(d) any pollutant as defined in the Clean Water Act (33 USC §1251 *et seq.*)

(e) gasoline, petroleum, or other hydrocarbon products or by-products

(f) asbestos

(g) any other materials, substances, or wastes subject to environmental regulation under any applicable federal, state, or local law, regulation, or ordinance now or hereafter in effect

(iv) Environmental Liabilities shall mean any liability, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, reasonable attorneys' fees, reasonable consultant fees, and reasonable expert fees), arising from or based on environmental contamination or the threat of environmental contamination, or noncompliance, or violation of, any Environmental Requirement and shall include, but not be limited to, liability arising from

(a) any governmental action, order, directive, administrative proceeding, or ruling

(b) personal or bodily injuries (including death) or damages to any property (including loss of use) or natural resources

(c) clean-up, remediation, investigation, monitoring, or other response action

(v) Environmental Release shall mean any release, spill, leak, discharge, injection, disposal, or emission of any Hazardous materials into the environment.

B. At all times during the term of the Lease, Tenant shall conduct its activities at the Site, and shall ensure that any invitee of Tenant conducts its activities at the Site in strict compliance with all applicable Environmental Requirements.

C. Notwithstanding any other provision of this Lease, Tenant agrees to indemnify and hold harmless Landlord, Landlord's successors and assigns, and Landlord's present and future officers, directors, employees, and agents, (collectively "Landlord Indemnitees") from and against any and all Environmental Liabilities, which Landlord or any or all of the Landlord Indemnitees, may hereafter suffer, incur, be responsible for, or disburse as a result of any Environmental Hazard at the Site to the extent caused by or attributable to Tenant or Tenant's activities, or by any invitee of Tenant or by the activities of any invitee of Tenant.

D. Notwithstanding any other provision of the Lease, Landlord agrees to indemnify and hold

harmless Tenant, Tenant's successors and assigns, and Tenant's present and future officers, directors, employees and agents (collectively "Tenant Indemnitees") from and against any and all Environmental Liabilities which Tenant or any of the Tenant Indemnitees may hereafter suffer, incur, be responsible for, or disburse as a result of any Environmental Hazard at the Site to the extent caused by or attributable to Landlord or Landlord's activities, or by any invitee of Landlord or by the activities of any invitee of Landlord.

E. The provisions of this section shall survive termination of this Lease.

11. INDEMNIFICATION

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

B. Environmental Indemnification. Tenant has had full opportunity to examine the Premises for the presence of any Hazardous Material (as defined Section 10 of this Lease) and accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. Tenant releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the term of this Lease, that result from the use, keeping, storage, or disposal of Hazardous Material in, on or about the Premises by Tenant, or that arise out of or result from Tenant's occupancy or use of the Premises or the use or occupancy of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Tenant agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept or brought on the Premises by Tenant, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives.

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

12. INSURANCE

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

A. Commercial general liability insurance in respect of the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,00.00) per accident or occurrence for bodily injury and death, and a minimum limit of liability of One Million Dollars (\$1,000,000.00) for property damage for each occurrence;

B. Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such terms as are satisfactory to the City;

C. Contractors pollution liability insurance in respect of the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00)

D. Personal property insurance covering Tenant's trade fixtures, furnishings, equipment, and other items of personal property of Tenant located on the Premises; and

E. Workers compensation insurance, and such other insurance as is required by law.

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

13. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Lease, at the option of the City, Tenant shall remove from the Premises, at Tenant's sole expense, all property Tenant has placed or caused to be placed on the Premises, Tenant shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All property which is not promptly removed by Tenant pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses. Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Tenant and, upon expiration or earlier termination of the Lease and upon request of the City, Tenant shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Tenant's sole expense.

14. DEFAULT AND REMEDIES

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

(i) The failure to make payment when due of any installment of rent, Additional Charges or of any other sum herein specified to be paid by the Tenant;

(ii) The failure to pay any taxes or assessments due from the Tenant to the City and in any way related to this Lease, the Premises, any improvements, or the Tenant's activities or business conducted thereon, including but not limited to any real property, personal property or sales taxes;

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

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

(v) The abandonment or vacation of the Premises or any portion thereof;

(vi) Execution, levy or attachment on Tenant's interest in this Lease or the Premises, or any portion thereof;

(vii) The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Tenant's use or occupancy of the Premises; or

(viii) The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Tenant. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Tenant perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

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

(i) Distrain for rent due any of Tenant's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Tenant's personal property in a commercially reasonable manner. Tenant agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.

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

(iii) Declare this Lease terminated;

(iv) Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Tenant;

(v) Recover an amount to be due immediately upon breach equal to the sum of all rent, Additional Charges and other payments for which Tenant is obligated under the Lease;

(vi) Recover the costs of performing any duty of Tenant in this Lease;

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

15. SUBSIDENCE

The City shall not be responsible for any washout, subsidence, avulsion, settling or reliction to the Premises, nor for any injury caused thereby to the property of the Tenant or any sub-lessee, or that of any other person. The City is not obligated to replace, refill, or improve any part of the Premises during Tenant's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.

16. VACATION BY TENANT

Upon the expiration or sooner termination of this Lease, Tenant shall peaceably vacate the Premises and the Premises shall be returned to the City by Tenant together with any alterations, additions or improvements made after the Commencement Date, unless the City requests that they be removed from the Premises. Upon such vacation, Tenant shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within thirty (30) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses.

17. RESERVATION OF RIGHTS

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to Tenant or any other party, including the right of ingress and egress to and from the Premises for the construction, operation and maintenance of utilities and access, provided that Tenant shall be compensated for the taking or destruction of any improvements on the Premises. Tenant shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

18. SIGNS

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

19. HOLDING OVER

If Tenant with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Tenant terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22.040(c) or such successor provision of the code then in effect, and shall be terminable on 30 days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month tenancy. If Tenant holds over without the City's express written consent, Tenant is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Tenant of a notice to quit.

20. EMINENT DOMAIN

If the whole or any part of the Premises shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then the following provisions shall be operative.

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

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

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

21. COSTS

Tenant shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the preparation, operation and enforcement of this Lease.

22. MISCELLANEOUS

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

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

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

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

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

TO CITY:

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

TO TENANT:

Attn: [REDACTED]
[REDACTED]
[REDACTED]

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

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

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall

constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach shall effect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

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

I. Late Payment. In the event that any rent or other payment due under this Lease is not received by the City when due, a late fee of five percent (5%) per month of the principal amount due shall be due and payable until the full amount of rent or other payment is received by the City.

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

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

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

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

N. Authority. Tenant represents that Tenant is a for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Alaska, and that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder.

O. Exhibits. Exhibit A and B to this Lease is hereby specifically incorporated into this Lease.

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

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

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

S. Attorney's Fees. In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Tenant agrees that Tenant shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the dates set opposite their respective signatures below.

CITY:

CITY OF CORDOVA

Dated: _____

By: _____
Its: City Manager

Attest: _____
City Clerk

TENANT:

Dated: _____

By: _____
Its: _____



Pending agenda:

Capital Priorities List Meeting **Sep 2, 2015; Dec 2, 2015; Mar 2, 2016; Jun 1, 2016**

HSB Quarterly regular meetings **July 1, 2015; Oct 7, 2015; Jan 6, 2016; Apr 6, 2016**

Staff quarterly reports in packets: **Aug 5, 2015; Nov 5, 2015; Jan 20, 2016; April 20, 2016**

Committees:

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

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

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

Calendars:

3 months of calendars are attached hereto
July 2015; Aug 2015; Sept 2015

July 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library			1 6:15 HSB LMR 6:45 pub hrg LMR 7:00 reg mtg LMR	2	3 Independence Day observed City Hall Offices Closed	4
5	6	7	8 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	9	10	11
12	13	14 6:30 P&Z LMR	15 7:00 reg mtg LMR	16	17	18 Salmon Jam & Copper River Wild Salmon Festival
19 Salmon Jam & Copper River Wild Salmon Festival	20	21	22	23	24	25
26	27	28 6 pm Parks & Rec CH	29	30	31	Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library

August 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library						1
2	3	4	5 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	6	7	8
9	10	11 6:30 P&Z LMR	12 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	13	14	15
16	17	18	19 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	20	21	22
23	24	25	26	27	28	29
30	31 First Day of School—CSD					89

September 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library		1	2 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	3	4	5
6	7 Labor Day City Hall Offices Closed	8 6:30 P&Z LMR	9 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	10	11	12
13	14	15	16 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	17	18	19
20	21	22	23	24	25	26
27	28	29	30			Location Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library 90

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

MAYOR AND CITY COUNCIL - ELECTED

seat/length of term	email	Date Elected	Term Expires
Mayor: 3 years	James Kacsh Mayor@cityofcordova.net	March 5, 2013	March-16
Council members:			
Seat A: 3 years	Kristin Carpenter CouncilSeatA@cityofcordova.net	March 5, 2013	March-16
Seat B: 3 years	Timothy Joyce CouncilSeatB@cityofcordova.net	March 4, 2014 March 14, 2013 August 2, 2012	March-17 filled vacancy appt to A
Seat C: 3 years	Tom Bailer CouncilSeatC@cityofcordova.net	March 4, 2014	March-17
Seat D: 3 years	Robert Beedle CouncilSeatD@cityofcordova.net	March 3, 2015	March-18
Seat E: 3 years	Josh Hallquist CouncilSeatE@cityofcordova.net	March 3, 2015	March-18
Seat F: 3 years	David Reggiani CouncilSeatF@cityofcordova.net	March 5, 2013 March 2, 2010 March 3, 2009	March-16 1 yr trm
Seat G: 3 years	James Burton, Vice-Mayor CouncilSeatG@cityofcordova.net	March 5, 2013	March-16

SCHOOL BOARD - ELECTED

length of term		Date Elected	Term Expires
3 years	Bret Bradford	March 3, 2015	March-18
3 years	Tammy Altermott	March 5, 2013	March-16
3 years	Peter Hoepfner	March 3, 2015 March 6, 2012 March 3, 2009 March 7, 2006	March-18
3 years	Sheryl Glasen	March 4, 2014	March-17
3 years	Barb Jewell, President	March 5, 2013	March-16
3 years	Vacant (appointed, non-voting)		

LIBRARY BOARD - APPOINTED

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

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

length of term		Date Appointed	Term Expires
3 years	Kristin Carpenter, President		with Council office
3 years	Tom Bailer		with Council office
3 years	Tim Joyce		with Council office
3 years	James Burton		with Council office
3 years	Robert Beedle		with Council office
3 years	Josh Hallquist		with Council office
3 years	David Reggiani		with Council office

PLANNING AND ZONING COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Allen Roemhildt	January-14	November-16
3 years	Scott Pegau	December-14	November-17
		December-11	
3 years	John Baenen	December-12	November-15
3 years	Tom Bailer	November-13	November-16
		December-11	
		November-08	
3 years	Tom McGann	December-14	November-17
		December-11	
		April-11	
3 years	John Greenwood, Chair	December-12	November-15
		November-09	
3 years	Mark Frohnapfel	February-15	November-17

HARBOR COMMISSION - APPOINTED

length of term		Date Appointed	Term Expires
3 years	Robert Beedle	January-14	November-17
3 years	Greg LoForte	February-13	November-16
		January-10	
		January-07	
3 years	Max Wiese	January-14	November-17
		March-11	
3 years	Ken Jones	February-13	November-16
3 years	James Burton, Chair	July-14	November-15
		April-13	

PARKS AND RECREATION COMMISSION - APPOINTED

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