

Chairman

Tom Bailer

Commissioners

David Reggiani

John Greenwood

Tom McGann

Scott Pegau

John Baenen

Allen Roemhildt

City Planner

Samantha Greenwood

Assistant Planner

Leif Stavig

PLANNING COMMISSION REGULAR MEETING

AUGUST 12, 2014 AT 6:30 PM

LIBRARY MEETING ROOM

AGENDA

1. CALL TO ORDER

2. ROLL CALL

Chairman Tom Bailer, Commissioners David Reggiani, John Greenwood, Tom McGann, Scott Pegau, John Baenen, Allen Roemhildt

3. APPROVAL OF AGENDA (voice vote)

4. APPROVAL OF MINUTES (voice vote)

a. Minutes of 7-8-14 Regular MeetingPage 2-7

5. DISCLOSURES OF CONFLICTS OF INTEREST

6. CORRESPONDENCE

a. State of Alaska Public NoticePage 8-9

b. Letter Concerning Refuse Transfer SitePage 10-11

c. Email from Andra DollPage 12

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

a. Audience comments regarding agenda items (3 minutes per speaker)

8. PLANNER'S REPORTPage 13

9. NEW/MISCELLANEOUS BUSINESS

a. "5.22 DISPOSAL OF CITY REAL PROPERTY" – DiscussionPage 14-15

b. Land Disposal for Lot 2, Block 7, North Fill Development Park.....Page 16-22

c. Refuse Transfer Station at Lot 10A, Block 2, South Fill Development ParkPage 23-27

10. UNFINISHED BUSINESS

a. Disposal for "Old Sea Grant Office"Page 28-39

11. PENDING CALENDAR

a. August 2014 Calendar.....Page 40

b. September 2014 CalendarPage 41

12. AUDIENCE PARTICIPATION

13. COMMISSION COMMENTS

14. ADJOURNMENT

**PLANNING COMMISSION REGULAR MEETING
JULY 8, 2014 AT 6:30 PM
LIBRARY MEETING ROOM
MINUTES**

1. CALL TO ORDER

Chairman **Tom Bailer** called the Planning Commission Regular Meeting to order at 6:30 PM on July 8, 2014 in the Library Meeting Room.

2. ROLL CALL

Present for roll call were Chairman **Tom Bailer** and Commissioners **David Reggiani, John Greenwood, Tom McGann, Scott Pegau, John Baenen, and Allen Roemhildt.**

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

4 people were in the audience.

3. APPROVAL OF AGENDA

M/Reggiani S/Greenwood to approve the Agenda.

Upon voice vote, motion **passed** 7-0.

Yea: Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani

Nay: None

Absent: None

4. APPROVAL OF MINUTES

M/Greenwood S/Pegau to approve the Minutes.

Upon voice vote, motion **passed** 7-0.

Yea: Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani

Nay: None

Absent: None

5. DISCLOSURES OF CONFLICTS OF INTEREST

Pegau said he had a conflict of interest with new item "Disposal for 'Old Sea Grant Office,'" as he works for the Prince William Sound Science Center.

Bailer acknowledged the conflict of interest.

6. CORRESPONDENCE

S. Greenwood acknowledged the correspondence from the Science Center.

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

Pegau said because he had a conflict of interest he would speak from the audience. He wanted to discuss the "Old Sea Grant Office." He said that the Science Center does use that for their heavy equipment that they load at the dock; it is useful for them as a business. Referring to the recommended motion; in the City Code there are actually three methods you can dispose. First is to accept the lease and pass it to the City Council, the second is

to go through a land disposal process, and the third is to reject. **Pegau** recommends that instead of going through the land disposal process, the Commission accept the lease as it is provided and pass it to City Council.

8. PLANNER'S REPORT

S. Greenwood added that **Brandon (Dahl)** had resigned and his last day is July 16. **Dave** and **Virginia Calvert** are also leaving. The City is having a water shortage. The infrared machine has been running, streets did their first cut repair on Chase Avenue. The chip seal oil is in town.

Greenwood confirmed that they had received a letter of no objection from the State on the CTC Conditional Use Permit.

Stavig said he talked to **David Charlton**, who works for FCC at the State level. Issues with microwave transmitters are unproven, but **Charlton** said that the decision by the Commission to limit the height was reasonable.

S. Greenwood said that the tower was up and that the City is still working with CTC lawyers on the lease, and that they are currently looking at getting the lease on the August 6 City Council meeting.

McGann asked if the State was just going to do a four inch lift (repaving) on Whitshed Road and not repair the cause of the problem as it fails in the same spots.

S. Greenwood said that she did not know.

Greenwood said that as an update on the new (CTC) tower, he was up there and they have not done any remediation on removing or covering the ladder. He doesn't know if CTC has any plans, but the Commission requested that. He doesn't know how they enforce.

S. Greenwood said that the motion that was made was that access would be limited under 20 feet, and that she would check on it. The motion was not, "You can't have a ladder."

Bailer said that he (**Paul Kelly**) said on the record that he would remove the ladder.

Pegau asked that when the Commission voted on the tower, because they said the lease was part of the Conditional Use Permit, does that meet the requirement for leases coming to the Commission prior to City Council?

S. Greenwood said that it was part of it, but the other part is that this was a lease that has been in place since 1991 and they breached that contract and it is tied in with the State. The City can't say, "Who else wants to lease this property" because that is not an option as far as the State is concerned.

Pegau said that the way he reads Code is that if it is a land disposal action it needs to come to the Planning Commission prior to City Council.

S. Greenwood hopes that common sense and staff time would be considered.

S. Greenwood replied to Reggiani's request for an update on Safe Routes to School and said that they are still waiting for a DOT permit for the raised crosswalk on Lake Avenue. The drawings are complete and 100%. The RFP is just waiting for the DOT permit.

Bailer verified that the bridge at 36 Mile will not be repaired.

9. NEW/MISCELLANEOUS BUSINESS

- a. Land Disposal for Lot 4A, Block 5, North Fill Development Park Addition No. 2

M/McGann S/Greenwood to recommend to City Council disposal of Lot 4A, Block 5, North Fill Development Park Addition No. 2 by requesting sealed proposals to lease or purchase the property.

McGann said that he's never liked the impound lot there and that there has to be a better use.

Greenwood said that there's a better use for it and that he hopes to see more than a couple proposals.

Reggiani echoed past comments and said that it is nice to see there are a couple interested.

Pegau said he doesn't support it as neither of the letters received were compelling. Even if there were other bids, there are so many restrictions on the lot since it is not a fully compliant lot. He's not convinced that opening it would save or gain the City money.

Baenen said he was for better use of that lot.

Roemhildt said he was for making it available, but that he agreed with **Pegau** about waiting to see more proposals on it.

Bailer said he was leaning towards **Pegau** and is waiting to see more proposals on it. He also wants to know where the City is going to go with the impound lot because it is full right now.

S. Greenwood said that it was an issue, because it will cost money and finding a location is difficult. Staff have been looking; the substation has terrain issues and the water treatment plant has an easement access for Eccles Lagoon.

Baenen said that he thinks 17 Mile would be a good place. There's fencing, it has a gate, and there's a locked building.

Reggiani said that this testimony is confusing as he remembers the City Manager testifying before the Commission that his recommendation was to make this lot available. If there has been a change of heart it should come from the City Manager in writing. He thinks that requesting proposals doesn't hurt anything; it just starts the process. When the proposals come in they will be weighed.

Upon voice vote, main motion **passed** 6-1.

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

Nay: **Pegau**

Absent: None

- b. Disposal for "Old Sea Grant Office"

M/McGann S/Greenwood to recommend to City Council disposal by lease of a building locally known as the "Old Sea Grant Office" located on a portion of Lot 3, Block 7A, and Tidewater Development Park by negotiating an agreement (Method 1, listed above) with the Prince William Sound Science Center.

McGann didn't see any comments from the Harbor and can't see anyone else that would want it, so he would lease it.

Greenwood said they have had a long-standing use of that property.

Reggiani said he was confused on the process as they aren't following recent practice and City Code. He was confused why it went straight to City Council and not the Planning Commission. On January 7, 2014 the Planning Commission took up the AC lease for a portion of Lot 5, Block 1, the background in the staff memo to the Commission was, "It's expiring on March 31st, 2014 and AC has requested another five year lease. Since the lease expired the disposal process needs to occur." He said they moved forward with a two stage step. The first stage was to amend the Land Disposal Maps, showing that portion of Lot 5, Block 1 as available in Resolution 14-01. The second Whereas says, "Whereas the City of Cordova Planning and Zoning Commission has determined that updating the 2013 Land Disposal Maps at this time... is important to maintain consistency and provide current status to the public and Council." The first Whereas cites all the relevant code. The second stage was making a recommendation for disposal. The background statement from the Planning Department said, "The letter of interest attached is for Lot 5, Block 1, South Fill Development Park. It was received by the City Planner from AC on August 13, 2013 and is being brought forward on January 7. The current lease with AC expires on March 31, and in accordance with 5.22.040E the Planning Commission shall review the application or letter of interest and make a recommendation for City Council." He said they reviewed that and he thinks that the City entered into direct negotiation with AC. He wants to hear from the Harbor Commission before making a decision.

S. Greenwood said that she believes that the resolution was determined to be null and void because it was available when made for lease. Other than that (AC) lease we have done multiple leases that went straight to City Council. In the four years that she's been at the City it has gone straight to City Council. She said that if they want to make the Code clear and say that all leases and renewals go to the Planning Commission first, that's fine, but she believes we should move this lease forward and fix the Code after.

Baenen said they also reviewed the State lease on Center Drive (ADF&G).

S. Greenwood said that they may have talked about it in the Planner's Report, but it went straight to City Council.

Bailer asked if the way the City Code is written, shouldn't the lease come to the Commission?

S. Greenwood said that a lease going directly to Council doesn't preclude it from somebody coming to Council wanting to lease it and Council sending it back to the Commission.

Reggiani said that he doesn't see a choice; Code says, "Shall come to the Planning Commission."

Baenen said that he would like to see it go to the Harbor Commission.

Tony Schinella, Harbormaster, said that he would like to see it go to the Harbor Commission. He said that it was a short lease and they have no plans to start demolishing and putting a new harbor in. His biggest concern is who is responsible for taking care of the building.

Reggiani said that because it is in the harbor footprint he wants to hear what they have to say about it. He said that it needs to go out for proposals to make it fair for the community.

M/Reggiani S/Baenen to refer this to the Harbor Commission for their recommendation.

McGann thinks that having the Harbormaster at the meeting satisfies his concerns. In regards to the maintenance of the building, it's called out clearly on page 21, in the lease agreement, that the tenant is responsible for the maintenance of the building.

Baenen said that he (**Schinella**) is not the Harbor Commission. He clarified that **Schinella** said that the Harbor Commission wanted to talk about it.

Reggiani said he didn't want to slight the Harbor Commission. They were appointed to review things like this. He thinks they need to enable them and have more people involved in the local government. He doesn't think it would be out of the ordinary to extend the lease for a couple months to follow the process.

Upon voice vote, motion to refer **passed** 6-0.

Yea: **Bailer, Greenwood, McGann, Pegau, Baenen, Roemhildt, Reggiani**

Nay: None

Absent: **Pegau** (Conflict of Interest)

10. PENDING CALENDAR

Pegau wanted to bring up the boat and storage visible from the AC parking lot. He still thinks that the Commission needs to address that building in some form.

S. Greenwood said that they are currently speaking with the owner and working through timeframes. If they can't come to agreement, the City will invoke the Dangerous Abatement Code.

Bailer asked staff for an update on the next Planner's Report.

Greenwood wanted to bring to the next meeting, or as soon as they can, the issue of the land on the South Fill being used as a transfer station. He wanted to discuss it to see if that's how they want to use that land, as he is not in favor of that as a garbage transfer station; it's free garbage for everybody.

Reggiani verified it was not an approved use for that zone.

S. Greenwood said there will be an update on the next Council meeting by **Brandon (Dahl)**.

Baenen asked if it was just temporary while work was done on the baler and did temporary become full-time somehow?

Rich Rogers, Public Works Director, said the baler construction is substantially complete, and that he briefed the City Manager a couple of weeks ago letting him know that despite the positive comments, they are losing revenue and there is a zoning issue. Based on that discussion, **Robertson** asked **Rogers** and **Dahl** to brief City Council on the status of that property and to seek Council's guidance. He said that they are still there on a temporary basis.

Reggiani asked **Rogers** if **Robertson** was hoping to go to City Council to get direction to see if the City should request an exemption in zoning from the Planning Commission before City staff goes to the Commission?

Rogers said **Robertson** wanted them to present their observations with the positives and negatives to get their feedback. He said that if Council says they want it then they have to go to the Planning Commission. He explained various fees charged for refuse. He said that the revenue for the past three years has been \$20,000 - \$30,000.

Bailer said they would add it as a discussion item on the next agenda.

Pegau said it would be good to resolve the issues related with the process associated with leases. One of the biggest issues in January was: If a lease ends, what is the status of the property that was leased?

Bailer said there will be discussion on this at the next meeting.

McGann said it would be nice to know in the future what leases are coming up as they do not know the dates.

11. AUDIENCE PARTICIPATION

Greg LoForte, 319 First Street, said that his lot (adjacent to the Impound Lot) is a substandard lot. The lot was originally leased from the City by himself and **Mark Lyman**. They had paid to subdivide it, and now there are two substandard lots. He said that he would like to buy the lot; if that's not agreeable he would buy 20 feet of it. He also said in the old days, you leased something for three years and half of the lease price went to the sale price of the property. If you didn't develop the property in three years than you lost everything. As for getting financed, it is difficult, but if you're talking to the City and bankers he found it easy. He also said when the Forest Service lease in the harbor comes up, he hopes the Planning Commission will involve the Harbor Commission.

12. COMMISSION COMMENTS

Roemhildt said he feels good about referring to the Harbor Commission.

Pegau said he looks forward to the discussion about leases. He is for being consistent in how they treat businesses.

Greenwood echoes those same thoughts as there seems to be confusion.

Reggiani thanked **LoForte** for showing up and explaining his point of view.

Bailer thanked **Schinella** for showing up and he appreciated the Science Center's letter.

13. ADJOURNMENT

M/McGann S/Pegau to adjourn the Regular Meeting at 7:36 PM; with no objection, the meeting was adjourned.

Approved:

Tom Bailer, Chairman

Leif Stavig, Assistant Planner



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Transportation
and Public Facilities

STATEWIDE AVIATION
Northern Region Aviation Leasing

2301 Peger Road
Fairbanks, Alaska 99709-5399
Main: 907-451-2216
Fax: 907-451-2253

July 28, 2014

Re: Cordova Airport
Lease ADA-72240
Public Notice

RECEIVED

JUL 31 2014

City of Cordova

DISTRIBUTION

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

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

If you have any questions, please call me at (907) 451-5227.

Sincerely,

A handwritten signature in cursive script that reads "Diana Osborne".
Diana M. Osborne
Airport Leasing Specialist

Enclosure: Public Notice

cc: Robert Mattson, Airport Manager

Distribution:

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

"Keep Alaska Moving through service and infrastructure."

PROPOSAL TO EXTEND A STATE AIRPORT LAND LEASE: The Alaska Department of Transportation & Public Facilities proposes to lease Lot 4B, Block 23, consisting of approximately 2,750 square feet and Building 135-615, consisting of approximately 750 square feet (ADA-72240 successive lease to ADA-70867), at Cordova Airport for five years, to expire September 18, 2019. Applicant: Ron Horton. Authorized uses: non-aviation – Storage of personal non-aviation equipment and items. Annual rent: \$737.50.

This is an application filed under AS 02.15.090(c), which allows the Department to grant the proposed lease term extension without competition. Written comments must be received by 4:30 p.m., September 1, 2014, after which the Department will determine whether or not to extend the lease. The Department's decision will be sent only to persons who submit written comment or objection to the Department, at the address and by the date and time specified in this notice, and include their return address. Information is available from Diana M. Osborne, Aviation Leasing, 2301 Peger Road, Fairbanks, AK 99709-5399, (907) 451-5201. Anyone needing hearing impaired accommodation may call TDD (907) 451-2363.

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

BY: Penelope Adler
Penelope Adler, SR/WA, CM
Chief, Northern Region Aviation Leasing

DATE: July 28, 2014

PLEASE LEAVE POSTED AND FULLY VISIBLE THROUGH September 1, 2014

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

August 6, 2014

To the Planning and Zoning Commission:

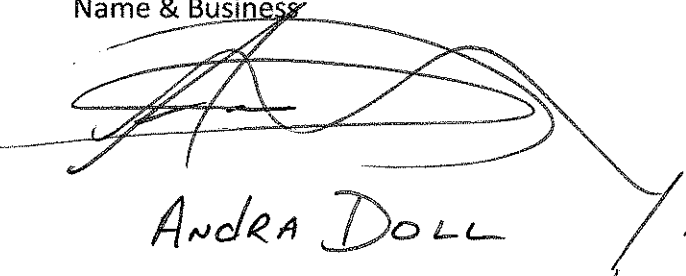
We are providing testimony regarding the proposed variance to zoning for a trash transfer site in the South Fill Commercial Area (SFCA). Please consider the following:

1. The solid waste transfer station in the SFCA is in violation of City code. Operating consistent with our City codes is the responsibility of the City. As businesses and citizens we are subject to operating within those constraints and the City loses credibility by changing the Code to suit convenience. It is not allowable in Code because this is not an appropriate location for a transfer site.
2. Free and unmonitored disposal of trash is a revenue loss for the City of Cordova. Additional man-hours are required for bailer employees to sort thru mixed trash bins; having bins off premises requires more time to move bins and pick up at a second site. Also refuse disposal has a cost which is no longer being covered by fees. Businesses which would be paying for dumpster pick up are now delivering truckloads of waste to the free bins resulting in less revenue.
3. A dumping area in the SFCA does not align with the goals reached by a series planning meetings for the area which were well attended by citizens and businesses. Refer to the "Southfill Project Summary" generated by City Planning Dept. and contractors which details our goals such as creating visually attractive waterfront area, Greenbelt walkway along the edge of SFCA, reduce vehicle traffic congestion and improving foot-traffic thru Sawmill Ave to Harbor Loop Rd. (lot 10).
4. Currently there is grey water runoff and debris overflow from the open bins into the slough and onto private property.
5. Property owners adjacent to this dump site and those who have this dump in their view-shed have all been assessed at higher rates for property tax purposes by the City this year. Our property values have not been enhanced by this dump.
6. This was presented as a temporary solution and as such businesses and residents tolerated this nuisance but it is not suitable as a permanent dumping location. Currently this transfer site is attracting scavenging birds and it stinks. It does not beautify Cordova's commercial area.
7. The SFCA / Small Boat Harbor needs parking. This lot is appropriately located and zoned for parking. Fishing is Cordova's main industry and we need to maintain the infrastructure to support it, namely parking for vehicles and short term trailers.
8. There are other more suitable locations for a transfer station, here are a few: in proximity to the current bailer facility so it could be monitored, at the burn pile, along the Copper Rv. Hwy where the city owns land that businesses are hesitant to utilize because they are outside the main commercial area. There are other solutions: perhaps free disposal should be a seasonal one month event.

We recognize that utilizing the SFCA as a dumping station has been convenient but it is not appropriate. Thank you for your consideration in addressing this issue.

Signatures in support of above testimony regarding SFCA solid waste transfer site.

Name & Business



ANDRA DOLL

Baja Taco

BRIAN MUDRIK

HARBORSIDE PIZZA

VERA & BRIAN RUTZER / 703 RAILROAD AVE

Seawan Gehlbach, Andy Craig 707 Railroad Ave

Alaska Marine Response, LLC 133 Harbor Loop Rd

Kristin Kokborg - Harbor Resident

Hi Sam,

I'm not going to make the Planning and Zoning meeting because I have to work, but could please read this to the members.

My name is Andra Doll and I am the owner of Baja Taco. I am very opposed to making the South Fill Dump Site permanent. This was tolerable as a temporary site, while the baler was under construction, but to make it permanent would be very bad for my business. Most people know that on a sunny day you can find 20-40 people sitting outside Baja Taco enjoying a meal with friends. Having the city change the zoning to allow a dump site, literally on the lot next to my restaurant, will be bad for my business. It is disgusting to think of having lunch with the smell of trash, as well as, birds landing at your table with rotten stuff they've dug out of the dump site. As for people from out of town, believe it or not, Baja Taco is a destination. My restaurant is in travel books and magazines. I have customers tell me everyday how they've been hearing about Baja Taco and wanted to come check it out. With that said, I've had people complain about "the view". For the most part, I just think they're looking in the wrong direction. However, if a dump site is right next store to my business, I'll have to agree that the view is awful. Baja Taco is very much a business that gets money from seasonal workers as well as tourist. This is a place were locals eat, but its also a place were people who don't have kitchens eat, several times a day. In other words, this is a business that brings money in from out of town and also helps keep money in town from seasonal workers. Baja Taco pays almost \$20,000 in taxes to the city every year, most of that is in sales tax. A dump site next store will not only reduce my land value, but will also bring down my sales. I'm very opposed to rezoning the south fill to allow a dump site because It will be very bad for my business. I also don't think its a good business decision for the city to offer a FREE dump site in the lot next to a business that is bringing in \$20,000 a year to the City of Cordova.

I hope you consider my concerns when you make your decision.

Thanks,
Andra Doll

Planner's Report

To: Planning Commission
From: Planning Staff
Date: 8/7/14
Re: Recent Activities and Updates

- Three building permits issued since last Planning Commission meeting.
- Update on Dangerous Abatement.
- CTC Ski Hill Sublease went to City Council and passed first reading.
- Safe Routes to School Bid Package released.
- Draft Snow Management Report Review with Copper River Watershed Project.
- Met with representatives from City, State, Coast Guard, Watershed Project, etc. to discuss oil spill response.
- Reminder that Tom McGann and Scott Pegau's terms expire in November.
- Working with residents on 4.5 mile to extend time frame for cleanup.
- After August 20th meeting will have hire commercial appraiser to appraise the Impound Lot and Mobile Grid (if applicable).
- As requested at the last meeting, here's a list of the active leases expiring in the next two years:
 - Science Center Seagrant Building - Exp. 7/31/14
 - Mobile Grid Trailers - Exp. 10/19/14
 - Chamber of Commerce - Exp. 1/1/15
 - AT&T Alascom - Exp. 5/31/16

Memorandum

To: Planning Commission
From: Planning Staff
Date: 8/7/14
Re: 5.22 Review and Discussion

At the July 8th meeting the Commission requested a review of the current process for expiring leases to be placed on the August 12th agenda. Below is information to help with that discussion.

In general the past practice for lease renewals has been:

1. Entity leasing asked/confirmed that they would like to continue the lease.
2. Lease was reviewed by staff and tenant, terms were agreed upon and updated.
3. Lease rate was adjusted if needed.
4. Memo and resolution were placed on City Council agenda for renewal.

At the last Planning Commission meeting, the City Code and the process above were discussed. The general consensus was that the process was not meeting the requirements outlined in Chapter 5.22 of the City's Code because the Commission wasn't providing City Council a recommendation for disposal.

In the future, Planning staff will determine if the current tenant is interested in renewing a lease with the City. If the tenant is interested, a letter of interest will be submitted by the tenant and presented to the Planning Commission. If the current tenant is not interested in renewing the lease the property status on the land disposal maps will be updated to available (see below on revised definition of definition of leased for land disposal terms). This process will begin six months prior to the expiration of the lease, which should provide enough time for the disposal process so that the lease doesn't have to go into hold-over.

The Commission also asked about the disposal status of a piece of property that was leased but was being reviewed due to the term of the lease expiring. Currently "Leased" is defined in the land disposal documents as:

3. Leased – These are lots currently leased to a business or government entity by the City and are not available. There are leases that are short term renewing every two years and others are long term leases with substantial improvements on the property.

At the January 7th, 2014 meeting, a discussion of the status of a lot occurred, The resolution to make the lot available was referred back to staff and it was decided that since the property was available when the lease was entered into it becomes available when the lease expires. Below are the minutes from that discussion:

Pegau said the current status is leased. He wondered why it would revert to not available at the end of the lease. He thought it would revert to available at the end of the lease. **S. Greenwood** said she didn't know they were reverting to anything at the end of the lease but if that's how they wanted to do it that would be fine with her. This is the first lease that she's brought forward as an expired lease. **Reggiani** said he agreed with **Pegau**. Once it has been made available, it would always be available unless the Council didn't want to make it available at the end of a lease.

For clarification staff could alter the definition of lease to say

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

Memorandum

To: Planning Commission
From: Planning Staff
Date: 8/7/14
Re: Land Disposal for Lot 2, Block 7, North Fill Development Park

PART I – GENERAL INFORMATION

Requested Action: Recommendation to City Council on Disposal Method
Lot, Block, Survey: Lot 2, Block 7, North Fill Development Park
Lot Size: 11,534 sq. ft.
Parcel Number: 02-060-136
Zoning: Waterfront Industrial
Location Map: Attachment A & B

PART II – BACKGROUND

Mobile Grid Trailers, Inc. have been leasing this lot since 2003. Prior to the most recent lease term, City Council expressed an interest in putting this lot out for proposals. The last lease term, set to expire October 20, 2014, was for a period of 18 months in order to give Mobile Grid enough time to plan for the anticipated disposal process.

The City has received two letters of interest for Lot 2, Block 7. Both letters are attached following this memo. In accordance with the Cordova Municipal Code, the Planning Commission will give a recommendation to City Council of how to dispose of the property.

PART III – APPLICABLE CRITERIA

5.22.040 DISPOSAL OF CITY REAL PROPERTY – Application to lease or purchase.

E. The planning commission shall review the application, and recommend to the city council whether the city should accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.

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

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

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

PART IV – STAFF RECOMMENDATION

Staff recommend disposing the lot by requesting sealed proposals to lease or purchase the property.

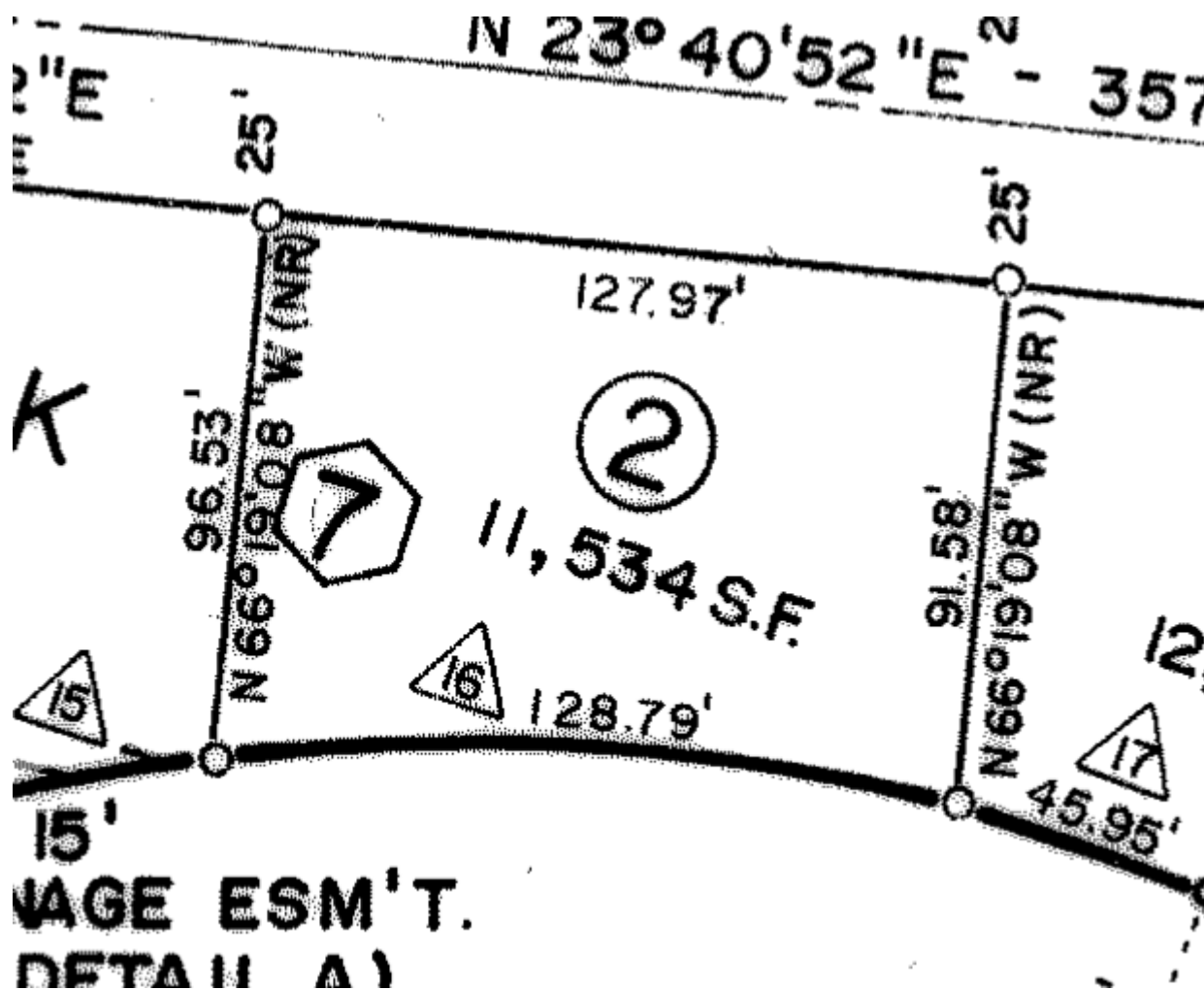
PART V – SUGGESTED MOTION

“I move to recommend to City Council disposal of Lot 2, Block 7, North Fill Development Park by requesting sealed proposals to lease or purchase the property.”

Attachment A



Attachment B



MOBILE GRID TRAILERS, INC.

PO Box 1291
Cordova, AK 99574
907-424-3146

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

Re: Lot 2 Block 7 of the North Fill Development Park

Greetings Commissioners and Staff,

We would like to move forward with our plans to purchase and develop the lot which we have been leasing from the City of Cordova for 14 years now. Our business is now at a point where we need our own larger structure to work out of to better organize our inventory, tools and equipment.

We look forward to discussing this opportunity with you.

Best Regards,

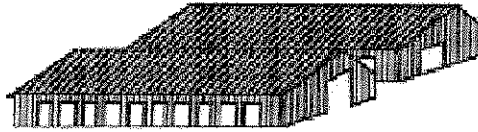


Richard and Osa Schultz
Mobile Grid Trailers, Inc.

02-060-136

BAYSIDE STORAGE

350 Seafood Lane
Box 265
Cordova, AK 99574
(907)424-3109



June 19, 2013

Dear Cordova City Manager, Don Moore,

Bayside Storage respectfully requests the City consider selling lot 2, block 7, North Landfill Containment so that we might expand our business.

We understand that this lot is currently being leased but would like to put in our proposal to be considered when it is available for sale.

Expanding Bayside Storage would provide a much needed service to the fishing fleet and increase the tax base for the citizens. Another building will encourage more fishermen to use the north ramp facilities in conjunction with the City's plan of reducing traffic in the south ramp area as they would have a place to work from and store their tools, etc. It is vital that our buildings be clustered together for security and convenience. We are prepared to build immediately. Our track record speaks for itself and we have no outstanding invoices of any kind with the city. We believe if the city is interested in expanding business opportunities in Cordova, a logical way to do so would be to work with successful existing businesses to achieve growth. We hope you will seriously consider this request.

Respectfully, Paul and Linda Kelly

Linda Kelly
Paul Kelly



Memorandum

To: Planning Commission
From: Planning Staff
Date: 8/7/14
Re: Refuse Transfer Station at Lot 10A, Block 2, South Fill Development Park

PART I – GENERAL INFORMATION

Requested Action: Permit Use Lot 10A, Block 2, South Fill Development Park as a Refuse Transfer Station
Lot, Block, Survey: Lot 10A, Block 2, South Fill Development Park
Lot Size: 22,605 sq. ft.
Parcel Number: 02-473-148
Zoning: Waterfront Commercial Park District
Location Map: **Attachment A**

PART II – BACKGROUND

The baler facility located approximately one mile out Whitshed Road has served as a transfer station to the 17 Mile Landfill.

When construction occurred at the baler facility in May 2014, a temporary refuse transfer station was created at the City-owned lot in the South Fill Development Park. Prior to the location becoming a temporary transfer station, it was used for City parking and had a recycling dumpster. The lot has been used as snow storage in the winter.

During the construction at the baler, there were many positive comments made to City Council and City staff about the convenience of the new transfer station. Due to the positive feedback, the transfer station remained at its present location, but still on a temporary basis.

At the City Council meeting on July 16th, Brandon Dahl (Solid Waste Superintendent) and Rich Rogers (Public Works Director) gave a presentation during the City Manager's Report about the pros and cons of the transfer station. Following this memo is a list of the pros, cons, and options provided by Rich Rogers (**Attachment B**). **Attachment C** is an assessment of the transfer station from the Planning staff.

The Harbor Commission also provided input on the transfer station. Tony Schinella (Harbormaster) summarized the meeting and said the Commission "had concerns with added traffic to an area that already has traffic congestion. Also it is believed there is a better use of this area I.E long-term parking and a snow dump." Schinella also added that he "had a couple residents approach me with concerns of having a dump site next to a food establishment and also wondering how this will affect the resale value of properties in this area."

Because the transfer station is still temporary, the City is seeking guidance from the Planning Commission for how to proceed.

PART III – APPLICABLE CRITERIA

18.04.040 ZONING – GENERAL PROVISIONS – Uses—Generally.

D. The use of buildings and property publicly owned and engaged in the performance of a public function may be permitted in any district; provided, that such use is not, in the opinion of the planning commission, obnoxious or detrimental to the welfare of the community.

18.04.050 ZONING – GENERAL PROVISIONS – Uses—Public.

To insure that public uses and structures conform to the general community pattern and, insofar as practical, to regulations governing private uses and development, agencies of the Federal Government, the state and the borough should submit plans and receive approvals in conformance with the regulations outlined in this title.

18.39.020 ZONING – WATERFRONT COMMERCIAL PARK DISTRICT – Purpose.

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

18.69.010 ZONING – CONDITIONAL USE PERMITS – Uses permitted by planning commission approval.

The city planning commission may, after proper notice and public hearing, permit the following exceptions in any district unless otherwise specified, where such uses are deemed essential or desirable to the public convenience or welfare, and are in harmony with the various elements or objectives of the comprehensive city plan and the zoning ordinance. In approving the uses referred to in this chapter, the city planning commission shall have the authority to impose such conditions and safeguards as it deems necessary to protect the best interests of the surrounding property or neighborhood and the comprehensive city plan and zoning ordinance:

... O. Public utility or public service facilities...

PART IV – STAFF RECOMMENDATION

Staff have identified three outcomes available with the suggested motion:

Option 1 – Approve transfer station.

Action – Pass the motion.

18.04.040 suggests that the Commission may simply permit the use as long as the Commission doesn't find the use to be "obnoxious or detrimental to the welfare of the community."

Option 2 – Approve transfer station contingent upon Conditional Use Permit.

Action – Amend motion by adding, "contingent upon approval of a Conditional Use Permit."

18.040.050 suggests that the City should apply for permits and receive approval as other entities would. If this is the case, due to the zoning for the Waterfront Commercial Park District the City should apply for a Conditional Use Permit for the transfer station under a "public utility or public service facility."

Option 3 – Do not approve transfer station.

Action – Fail the motion.

PART V – SUGGESTED MOTION

"I move to approve the use of Lot 10A, Block 2, South Fill Development Park as a transfer station."

Attachment A



Attachment B

Recycling Station & Temporary Transfer Site at Harbor Loop Road

**01Aug14
RRogers**

PROS

1. Convenient location compared to driving out Whitshed Rd
2. Cost savings for citizens (free dumping)
3. Staff pursues work at baler uninterrupted by customers
4. Promotes general cleanup of City & private property (letting junk go)
5. Reduces customer confusion on “where is the baler?”
6. Reduces “midnight dumping” around Cordova
7. Reduces the jamming of non-baleable items into harbor dumpsters
8. Reduces improper junk dumping at Burn Pile @ Hippie Cove

CONS

1. Unmonitored = no recordable income + trash on ground + comingling
2. Local traffic density increased
3. Loss of up to \$25,000/yr revenue
4. Contamination of Inert C&D with household garbage (ADEC violation)
5. Note June/July 2013 C&D income = \$4800 vs \$0 in 2014
6. Winter winds will blow loose items away
7. Will need snow removal effort in addition to baler snow removal
8. Decentralizes the Baler Area of Responsibility into 2 areas, not 1
9. Will need to build shelter for the Gehl Bobcat Loader

OPTIONS

1. Install an Honesty Box System
2. Install More Signs with Clear Instructions
3. Install Fences & gates
4. Staff it full time
5. Staff it part time & be open only part time (after fence & gates)
6. Return operations to Baler (pre - 25April2014)

.....end of document.....

Attachment C

To: Planning Commission
From: Planning Staff
Date: 8/7/14
Re: Planning Department Assessment of Refuse Transfer Station

The South Fill Development Park has been the topic of discussion at Planning Commission meetings for a variety of reasons from land sales, to future expansion, and desired future condition. Staff feels that it is important to keep in mind these past discussions and the future of the South Fill Development Park. Below are some of the topics that have been discussed.

1. South Fill Plan and the North Boat Ramp plan. A major concern in both of these plans were traffic congestion and public safety at the boat ramp/pull-out area on the corner Railroad and Nicholoff. Currently the transfer station is increasing personal traffic as well as truck traffic. Additional dumpster and hook truck runs are required to empty the transfer station.
2. This area is a commercial area intended for the uses such as eating and drinking establishments, hotels and shops as demonstrated by the permitted uses in 18.39.020. Other permitted uses include waterfront parks, access paths and boardwalks. These types of uses and development were discussed, supported and encouraged in the South Fill Meetings.
3. The South Fill Commercial Area Plan goals were:
 - a. Improve waterfront access to both residents and visitors.
 - b. Create a visually attractive waterfront business district.
 - c. Compliment and contribute to the vitality of the downtown area.
 - d. Improve the strength and diversity of Cordova's economy.
 - e. Create a safe and pedestrian-friendly waterfront.
 - f. Consider and protect critical habitat.
4. At the South Fill meetings and Commission meetings there has been discussion on creating zoning codes that encourage unique and appealing structures in order to create a walkable commercial area.
5. The additional truck traffic will also increase the amount of road work that will need to be done on Harbor loop road.

While staff understands the convenience of the transfer station in the South Fill, it would be difficult to incorporate a transfer station into the current long term plan of the South Fill Area. A transfer station is not conducive to developing a walkable, park-like commercial district. The increase in traffic and public safety concerns that come with the additional traffic are in direct conflict with the attempts made by the Planning and Harbor Commissions to reduce the congestion at the boat ramp area.

Memorandum

To: Planning Commission
From: Planning Staff
Date: 8/7/14
Re: Disposal for “Old Sea Grant Office”

***Changes to this memo from the last iteration are denoted by bold text.**

PART I – GENERAL INFORMATION

Requested Action: Recommendation to City Council on Disposal Method
Lot, Block, Survey: Portion of Lot 3, Block 7A, Tidewater Development Park
Parcel Number: 02-060-250
Zoning: Economic Development
Location Map: Exhibit in lease

PART II – BACKGROUND

This building has been leased to the Science Center at fair market value since 1999 in six different leases of various lengths of time. When their leases expired, they would begin a new lease with the City. The current lease will expire on July 31. The new proposed lease is for five years, expiring on July 31, 2019. Attached after this memo is the lease (Attachment A) which contains an exhibit of the property in question.

In the past when leases expire and the entity holding the lease has expressed interest in continuing to rent it, the Planning Department prepares a new lease document to go before City Council in the consent calendar with a resolution. At the July 2, 2014 City Council meeting, the council pulled this lease from the consent calendar and passed a motion to refer the lease back to staff so that it can go to the Planning Commission for a recommendation.

Since the lease is expiring and the Science Center wishes to enter into a new lease agreement, CMC suggests that the property go through the disposal process.

At the last Regular Meeting this agenda item was referred to the Harbor Commission for their recommendation. See the unapproved minutes from the last Planning Commission Regular Meeting in this packet for a summary of the conversation.

On 7/30/14 the Harbor Commission passed the following motion with several concerns:

“I move to recommend to Planning Commission disposal by lease of a building locally known as the “Old Sea Grant Office” located on a portion of Lot 3, Block 7A, and Tidewater Development Park by negotiating an agreement (Method 1) with the Prince William Sound Science Center.”

Harbor Commission Concerns:

- a. Increasing deterioration of said building I.E window missing, electrical service wiring, rotting wood, siding and old fuel tank. Is there a building code that said building must kept too?***
- b. In the future if or when PWSSC decides not to renew the lease, who bears the financial burden of making repairs or demolition of said building. If the Harbor Dept. is to bear this financial burden then the lease monies minus the amount to cover other Dept. staff man hours, should go to the Harbor Dept.***

PART III – APPLICABLE CRITERIA

5.22.040 DISPOSAL OF CITY REAL PROPERTY – Application to lease or purchase.

E. The planning commission shall review the application, and recommend to the city council whether the city should accept the application, offer the real property interest for disposal by one of the competitive procedures in Section 5.22.060, or decline to dispose of the real property interest.

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

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

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

PART IV – STAFF RECOMMENDATION

Staff recommend the commission consider the lease itself as the application from the Science Center and move forward with their recommendation to City Council to dispose of the property by lease and direct negotiation.

PART V – SUGGESTED MOTION

“I move to recommend to City Council disposal by lease of a building locally known as the “Old Sea Grant Office” located on a portion of Lot 3, Block 7A, and Tidewater Development Park by negotiating an agreement (Method 1) with the Prince William Sound Science Center.”

ATTACHMENT A

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 the **PRINCE WILLIAM SCIENCE AND TECHNOLOGY CENTER (D.B.A. PRINCE WILLIAM SOUND SCIENCE CENTER)** 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 of Lot 3, Block 7A, Tidewater Development Park, Plat 93-2, located within Cordova Recording District, Cordova Alaska; and

WHEREAS, Tenant desires to lease the building (locally known as the "Old Sea Grant Office") and the dock underneath the building (referred to hereinafter as 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 five (5) years, commencing on August 1, 2014, (the "Commencement Date") and expiring five (5) years later, on July 31, 2019, 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 Two Thousand Six Hundred Twenty Five Dollars and Forty Cents (\$2625.40) annually ("Base Rent"), which shall be due and payable in advance on the Commencement Date of this agreement. 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) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease ("Additional Charges").

ATTACHMENT A

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 use as Tenant's storage, and the Premises shall not, without prior written consent of the Landlord, be used for any other purposes. Landlord expressly reserves the right to terminate this lease in the event Tenant fails to operate said use for a period of eighteen consecutive months.

B. Inspections. The City will provide Tenant with at least 24-hours' notice before inspecting the Premises, except no notice will be provided when the public health or safety or preservation of the Premises requires immediate inspection. 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

ATTACHMENT A

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 (30) days' written notice to the Tenant.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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 hereafter defined) 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

ATTACHMENT A

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 and subsequently enters the soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise surrounding the Premises; (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.

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

10. 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 One Million Dollars (\$1,000,00.00) 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. Personal property insurance covering Tenant's trade fixtures, furnishings, equipment, and other items of personal property of Tenant located on the Premises; and

D. 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.

ATTACHMENT A

11. 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.

12. DEFAULT AND REMEDIES

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

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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. The City may hold Tenant liable for Rent, Additional Charges, and other payments for which Tenant is obligated under the Lease, but only up to the amount not recaptured by the City after reletting the Premises;

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.

13. 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.

14. 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.

15. 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.

16. SIGNS

No signs or other advertising symbols, canopies, or awnings shall be attached to or painted on or within the Premises without approval of the City Manager first being obtained; provided, however, that this prohibition shall not

ATTACHMENT A

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.

17. 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.

18. EMINENT DOMAIN

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

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

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

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

19. COSTS

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.

20. 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:

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TO CITY:
City of Cordova
Attn: City Manager
PO Box 1210
Cordova, Alaska 99574

TO TENANT:
Prince William Sound Science Center
Attn: Katrina Hoffman
PO Box 705
Cordova, Alaska 99574

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 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 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

ATTACHMENT A

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 OF CORDOVA:

By: _____

Date: _____

Its: _____

Attest: _____
City Clerk

PRINCE WILLIAM SOUND SCIENCE CENTER:

By: _____

Date: _____

Its: _____

ATTACHMENT A

EXHIBIT A



August 2014													
August 2014							September 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
3	4	5	6	7	8	9	1	2	3	4	5	6	7
10	11	12	13	14	15	16	7	8	9	10	11	12	13
17	18	19	20	21	22	23	14	15	16	17	18	19	20
24	25	26	27	28	29	30	21	22	23	24	25	26	27
31							28	29	30				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 27	28	29	30	31	Aug 1	2
3	4	5	6 7:00pm City Council Regular (Library)	7	8	9
10	11	12 6:30pm Planning Commission Regular (Library)	13 7:00pm Harbor Commission Regular (City Hall) 7:00pm School Board Regular (High School)	14	15	16
17	18	19	20 7:00pm City Council Regular (Library)	21	22	23
24	25	26	27	28	29	30
31	Sep 1	2	3	4	5	6

September 2014													
September 2014							October 2014						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7	5	6	7	8	9	10	11
7	8	9	10	11	12	13	12	13	14	15	16	17	18
14	15	16	17	18	19	20	19	20	21	22	23	24	25
21	22	23	24	25	26	27	26	27	28	29	30	31	
28	29	30											

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 31	Sep 1 City Closed - Labor Day	2	3 7:00pm City Council Regular (Library)	4	5	6
7	8	9 6:30pm Planning Commission Regular (Library)	10 7:00pm Harbor Commission Regular (City Hall) 7:00pm School Board Regular (High School)	11	12	13
14	15	16	17 7:00pm City Council Regular (Library)	18	19	20
21	22	23	24	25	26	27
28	29	30	Oct 1	2	3	4