

Mayor
James Kallander

Council Members
Tim Joyce
James Kacsh
David Allison
Bret Bradford
EJ Cheshier
David Reggiani
Robert Beedle

City Manager
Mark Lynch

City Clerk
Susan Bourgeois

Deputy Clerk

Student Council

**REGULAR COUNCIL MEETING
SEPTEMBER 19, 2012 @ 7:30 PM
LIBRARY MEETING ROOM**

AMENDED 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 Kallander, Council members Tim Joyce, James Kacsh, David Allison, Bret Bradford, EJ Cheshier, David Reggiani and Robert Beedle

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

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers – Michelle Drew of Mikunda Cottrell to present the City’s 2011 audit
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)

4. Ordinance 1096..... (page 1)
An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Shoreside Petroleum Inc. of Lot 1 and Tract D Alaska Tideland Survey No. 1598 Cordova Recording District – 2nd reading
5. Ordinance 1097..... (page 23)
An ordinance of the City Council of the City of Cordova, Alaska, adopting Cordova Municipal Code Chapter 13.06 governing the creation of public and private road names and addresses and the display of such names and addresses in the City of Cordova, Alaska – 2nd reading
6. Resolution 09-12-42..... (page 32)
A resolution of the City Council of the City of Cordova, Alaska, approving Planning & Zoning Commission Resolution 12-07 and authorizing the vacation of right-of-way of Boat Dock Road and portions of Barnacle Boulevard.
7. Council concurrence of Mayor’s appointment to fill vacancies on HSB..... (page 42)

H. APPROVAL OF MINUTES

8. Minutes of 09-05-12 City Council Regular Meeting..... (page 43)

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS

9. Mayor’s Report
10. Manager’s Report..... (page 49)
11. City Clerk’s Report..... (page 51)
12. Superintendent’s Report
13. Staff Reports
 - a. Moe Zamarron, Public Works Director, street lights South Fill

K. CORRESPONDENCE

14. PWSSC Letter to Mark Lynch 08-03-12..... (page 52)
15. Lynch letter to PWSSC 09-07-12..... (page 54)
16. PWSRCAC Letter in re: Project Planning Request, 08-27-12..... (page 56)

17. Tom Bailer Letter in re: Health Care Housing, 09-06-12 (page 58)

L. ORDINANCES AND RESOLUTIONS

18. Ordinance 1098..... (voice vote)(page 59)

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code Chapter 3.36 to clarify the authority and responsibilities of the School Board – 1st reading

18a. Resolution 09-12-43

A resolution of the City Council of the City of Cordova, Alaska, approving a site plan for Trident Seafoods Inc. for construction of 2 separate three story bunkhouses on Lots 7 and 8 of the Cordova Industrial Park; the bunkhouse adjacent to Jim Poor Avenue will be 133’ by 53’ and the smaller bunkhouse will be 68’ by 48’

M. UNFINISHED BUSINESS

N. NEW & MISCELLANEOUS BUSINESS

19. Pending Agenda and Calendar..... (page 63)

O. AUDIENCE PARTICIPATION

P. COUNCIL COMMENTS

20. Council Comments

Q. EXECUTIVE SESSION

21. Cordova Center Phase I & II Financial Updates

22. City of Cordova Financial Audit for 2011

23. Personnel matters

24. City Manager Goals and Expectations

R. ADJOURNMENT

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

**If you have a disability that makes it difficult to attend city-sponsored functions,
you may contact 424-6200 for assistance.
Full City Council agendas and packets available online at www.cityofcordova.net**

Memorandum

To: City of Cordova City Council
From: Sam Greenwood, City Planner
Date: 9/14/2012
Re: Ordinance 1096 authorizing conveyance to Shoreside Petroleum Inc. of Lot 1, (formerly known as Orca Lease Lot Plat 2002-6) and Tract D Alaska Tidelands Survey 1589

PART I. GENERAL INFORMATION:

The timeline of the disposal to Shoreside Petroleum Inc. of Lot 1, (formerly known as Orca Lease Lot Plat 2002-6) and Tract D Alaska Tidelands Survey 1589

1. June 14, 2011; Planning and Zoning Commission recommended disposing of the lots
2. June 28th, 2011; City Council elected to sell the lots by direct negotiation.

At this time the Purchase Agreement, Quit Claim Deeds and Ordinance to convey Shoreside Petroleum Lot 1, (formerly known as Orca Lease Lot Plat 2002-6) and Tract D Alaska Tidelands Survey 1589 is presented to City Council for their review. The plat is currently in the process of being recorded (may be recorded by the time of this meeting) and documents will not be signed until the plat is recorded.

Recommended Motion

Motion for approval:

"I move to adopt Ordinance 1096."

**CITY OF CORDOVA
ORDINANCE 1096**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CONVEYANCE TO SHORESIDE PETROLEUM OF LOT 1
AND TRACT D ALASKA TIDELAND SURVEY NO. 1598 CORDOVA
RECORDING DISTRICT**

WHEREAS, pursuant to CMC 5.22.060(A)(1), the City Council directed the City Manager to negotiate directly the disposal of Lot 1 and Tract D Alaska Tideland Survey No. 1598, Cordova Recording District, Third Judicial District, State of Alaska. (the “Property”) with Shoreside Petroleum Inc. (the “Purchaser”); and

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

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

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

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

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

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

1st reading: September 5, 2012

2nd reading and public hearing: September 19, 2012

PASSED AND APPROVED THIS 19th DAY OF SEPTEMBER 2012.

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) is entered into as of October ___, 2012 (the “Effective Date”), by and between the CITY OF CORDOVA, an Alaska municipal corporation (“Seller”), whose address is P. O. Box 1210, Cordova, Alaska 99574, and SHORESIDE PETROLEUM, INC., an Alaska corporation (“Purchaser”), whose address is P. O. Box 1189, Seward, Alaska 99664-1189.

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

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

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

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

2. Purchase Price. The purchase price for the Property is TWO HUNDRED FIFTY TWO THOUSAND and SEVENTY-SIX DOLLARS (\$252,076) (\$245,014 for Parcel A and \$7,062 for Parcel B) plus all of Seller’s fees and costs associated with the sale of the Property to purchaser (the “Purchase Price”). The Purchase Price shall be paid to Seller by Purchaser as follows:

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

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

c. The balance of the Purchase Price over and above the amount paid by or credited to Purchaser pursuant to Section 2(b) above shall be paid to Seller in immediately available funds at the Closing (as defined below in Section 5).

3. Title.

a. Seller shall order from Pacific Northwest Title of Alaska, Inc., (“Title Company”), and shall deliver to Purchaser within ten (10) days following the Opening of Escrow, a preliminary title report pertaining to the Property (the “Commitment”).

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

4. Due Diligence.

a. Purchaser shall have until the expiration of the Due Diligence Period to investigate the Property to determine if it is suitable for Buyer’s purposes. The Due Diligence Period shall commence upon the date this Agreement is signed by all parties and shall expire at 5:00 PM on _____, 2012 unless otherwise agreed by the parties.

b. During the Due Diligence Period, Purchaser may at its expense, conduct soils tests, environmental assessments, traffic studies, feasibility of excavation permits, physical inspections and any other analyses or evaluations (hereafter collectively “Evaluations”) that Purchaser desires. Purchaser shall restore the Property to the condition it was in prior to the Evaluations, and Purchaser shall indemnify, defend and

hold Seller harmless against any claims, costs, or liabilities related to or arising out of any Evaluations that Purchaser conducts or has conducted on the Property during the Due Diligence Period.

c. In the event this sale does not close after the end of the Due Diligence Period, then the escrow agent shall be authorized, prior to releasing the Earnest Money, to pay all outstanding cancellation and escrow fees due to it from the Earnest Money.

5. Closing. The purchase and sale contemplated herein shall close on or before sixty (60) days from the date of this Agreement (the “Closing”) or on such other specific date and time mutually agreed to by the parties. As used herein, the term “Closing” means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska (the “Official Records”). The Closing shall occur at the offices of the Escrow Agent.

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

7. Taxes and Assessments. Real property taxes and installments for special assessments, if any, that are due and payable to the Municipality of Cordova as of the date of the Closing shall be paid as of the date of Closing. Seller shall be responsible for paying all real estate taxes due before the date of closing and Buyer shall be responsible for paying for all other taxes against the Property from and after the date of the Closing.

8. Option to Repurchase Tidelands. Seller has the right to repurchase the tidelands (Parcel B) from Purchaser for its fair market value as determined by a mutually agreed upon appraiser if (1) Purchaser goes bankrupt or (2) ceases to use Parcel B in connection with Purchaser’s fueling dock.

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

a. Seller has the right, power, legal capacity, and authority to enter into, and perform its obligations under this Agreement, and no approvals or consents of any other persons or entities are necessary. Seller is not in default, and the execution and

delivery of this Agreement by Seller will not constitute a default or an event that, with notice or lapse of time or both, would be a default, breach or violation of any mortgage, lease, deed of trust, note, judgment, injunction, order or decree, or other instrument relating to the Property or binding upon Seller. There are no outstanding agreements (written or oral) that are binding upon Seller and pursuant to which Seller (or any predecessor to or authorized agent of Seller) have agreed to sell or have granted an option to purchase the Property (or any part thereof) to any party other than the Purchaser.

b. Except as set forth in the Title Commitment, there are no outstanding assessments or special taxes due, and Seller has no knowledge of any pending or threatened assessments affecting the Property.

c. To the best of the Seller's knowledge, the Seller has not received notice within the past two years of any existing violation of any provision of any applicable building, zoning, subdivision, environmental, or other governmental ordinance, statute, order, or regulation with respect to the ownership, use, or condition of the Property or any part thereof, and requiring any repairs or alterations or other remediation other than those that have been made prior to the date hereof.

d. To the best of Seller's knowledge, Seller has not received notice of any condemnation or eminent domain proceedings that are currently pending or threatened against the Property.

e. To the best of the Seller's knowledge, there is no action, suit, or proceeding pending against or affecting the Seller in any court or before or by any Governmental Body which (i) affects the validity or enforceability of this Agreement, (ii) could prohibit the Seller from performing its obligations hereunder or under any document to be delivered pursuant hereto, or (iii) could materially adversely affect the Property or the use, operation, condition, or occupancy thereof.

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

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

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

not and will not violate any provisions of any agreement to which either Purchaser is a party or to which they are subject.

b. To the best of the Purchaser's knowledge, the execution and delivery of, and the performance by Purchaser of its obligations under, this Agreement does not contravene, or constitute a default under, any agreement, judgment, injunction, order, or decree binding upon Purchaser.

c. To the best of the Purchaser's knowledge, there is no action, suit, or proceeding pending against or affecting the Purchaser in any court or before or by any Governmental Body which (i) affects the validity or enforceability of this Agreement, or (ii) could prohibit the Purchaser from performing its obligations hereunder, or under any document to be delivered pursuant hereto.

d. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, PURCHASER AGREES THAT THE PROPERTY IS TO BE SOLD TO AND ACCEPTED BY PURCHASER "AS IS" AND "WHERE IS", WITH ALL FAULTS, IF ANY, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND SELLER DOES HEREBY DISCLAIM ANY AND ALL WARRANTIES, AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED OF ANY KIND TO PURCHASER INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATING TO THE PHYSICAL CONDITION OF THE LAND, IMPROVEMENTS, AND ANY PERSONAL PROPERTY, OR THE HABITABILITY OF THE PROPERTY, IMPROVEMENTS OR PERSONAL PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE.

e. PURCHASER COVENANTS, REPRESENTS AND WARRANTS THAT (i) PURCHASER HAS INSPECTED OR WILL INSPECT THE PROPERTY AND ALL IMPROVEMENTS THEREON PRIOR TO CLOSE OF ESCROW, AND ALL OTHER MATTERS RELATING THERETO WHICH BUYER DESIRES; (ii) NEITHER SELLER NOR ANYONE ON SELLER'S BEHALF HAS MADE, OR IS MAKING, ANY REPRESENTATIONS OR WARRANTIES RESPECTING THE PROPERTY OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY; (iii) PURCHASER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND ALL MATTERS PERTAINING THERETO; INCLUDING BUT NOT LIMITED TO, THE ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE DISCLOSURE DOCUMENTS; AND (iv) EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER IS BUYING THE PROPERTY "AS IS".

f. PURCHASER ACKNOWLEDGES AND AGREES FURTHER THAT IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT

LIMITED TO, CLAIMS FOR LOSS OF USE, RENTS, ANTICIPATED PROFIT OR BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, DIMINUTION IN VALUE, OR MENTAL OR EMOTIONAL DISTRESS OR FEAR OF INJURY OR DISEASE BY PURCHASER OR ANY THIRD PARTY.

g. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN, ANY REPORTS, REPAIRS OR WORK REQUIRED BY PURCHASER ARE THE SOLE RESPONSIBILITY OF PURCHASER, AND PURCHASER AGREES THAT THERE IS NO OBLIGATION ON THE PART OF THE SELLER TO MAKE ANY CHANGES, ALTERATIONS OR REPAIRS TO THE PROPERTY, OR TO CURE ANY VIOLATIONS OF LAW OR TO COMPLY WITH THE REQUIREMENTS OF ANY INSURER. PURCHASER IS SOLELY RESPONSIBLE FOR OBTAINING ANY CERTIFICATE OF OCCUPANCY OR ANY OTHER APPROVAL OR PERMIT NECESSARY FOR TRANSFER OR OCCUPANCY OF THE PROPERTY AND FOR ANY REPAIRS OR ALTERATIONS NECESSARY TO OBTAIN THE SAME, ALL AT PURCHASER'S SOLE COST AND EXPENSE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSE OF ESCROW AND SHALL NOT BE DEEMED MERGED INTO ANY INSTRUMENT OR CONVEYANCE DELIVERED AT THE CLOSE OF ESCROW.

11. Conditions Precedent to Closing.

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

i. Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 16 or Section 17 of this Agreement within the time periods described in said Sections.

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

iii. There shall be no uncured breach of any of Purchaser's representations or warranties set forth in Section 10, as of the Closing.

iv. Purchaser shall have delivered to Escrow Agent the items described in Section 14.

v. The timely performance by Purchaser of each and every obligation imposed upon Purchaser hereunder.

vi. Purchaser shall have signed a lease agreement with Seller for use of a portion of Seller's city dock for Purchaser's fuel lines.

The conditions set forth in this Section 11(a) are solely for the benefit of Seller and may be waived only by Seller and only in writing. Seller shall, at all times have the right to waive any of these conditions.

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

i. Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 16 or Section 17 of this Agreement within the time periods described in said Sections.

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

iii. There shall be no uncured breach of any of Seller's representations or warranties as set forth in Section 9 or the covenants as set forth in Section 12, as of the Closing.

iv. Seller shall have delivered the items described in Section 13.

v. The timely performance by Seller of each and every obligation imposed upon Seller hereunder.

vi. Seller shall have signed a lease agreement with Purchaser for use of a portion of Seller's city dock for Purchaser's fuel lines.

The conditions set forth in this Section 11(b) are solely for the benefit of Purchaser and may be waived only by Purchaser and only in writing. Purchaser shall, at all times have the right to waive any of these conditions.

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

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

b. Seller agrees to notify Purchaser promptly of the occurrence of any event which violates any covenant set forth in this Section 12.

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

- a. A Quitclaim Deed in the form attached hereto as Exhibit B, executed by Seller conveying the Property to Purchaser (the "Deed").
- b. A closing statement prepared by the Title Company itemizing and approving all receipts and disbursements made in connection with Closing.
- c. Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

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

- a. The balance of the Purchase Price, together with such other sums as Escrow Agent shall require to pay Purchaser's share of the Closing costs, prorations, reimbursements and adjustments as set forth in Section 6 and Section 15, in immediately available funds.
- b. Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

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

- a. General real estate, personal property and ad valorem taxes and assessments, and any improvement or other bonds encumbering the Property, for the current tax year for the Property. Purchaser is not responsible for delinquent real estate taxes, personal property taxes, ad valorem taxes, or assessments arising prior to Closing.
- b. Utility charges, if any. Purchaser acknowledges and agrees that Seller shall be entitled to all refunds of utility deposits with respect to the Property and that such amounts are not to be assigned to Purchaser in connection with the sale of the Property. However, Purchaser will be responsible for any additional assessments effective prior to Closing, of which notice is received after Closing.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the month which shall have elapsed as of the day of the Closing and based upon the actual number of days in the month and a three hundred sixty-five (365) day year. In no event will there be any proration of insurance premiums under Seller's existing policies of insurance relating to the Property,

and Purchaser acknowledges and agrees that none of Seller's insurance policies (or any proceeds payable thereunder) will be assigned to Purchaser at the Closing, and Purchaser shall be solely obligated to obtain any and all insurance that they deem necessary or desirable. The provisions of this Section 15 shall survive the Closing.

16. Risk of Loss. If prior to Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election to proceed under clause (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 16 "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

17. Default.

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

b. Any breach of the lease agreement for Purchaser's use of a portion of Seller's city dock shall constitute a breach of this agreement.

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

injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.

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

18. Escrow.

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

b. Deposits into Escrow. Seller shall make its deliveries into escrow in accordance with Section 13. Purchaser shall make his deliveries into escrow in accordance with Section 14. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchaser pursuant to Sections 13 and 14; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.

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

i. Deliver to Seller the Purchase Price, after satisfying the Closing costs, prorations and adjustments to be paid by Seller pursuant to Section 14 and Section 15, respectively.

ii. Deliver to Purchaser the Deed by causing it to be recorded in the Official Records of the Cordova Recording District, Third Judicial District, State of

Alaska and immediately upon recording delivering to Purchaser a conformed copy of the Deed.

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

iv. Deliver the Title Policy issued by Title Company to Purchaser.

19. Reciprocal Indemnification.

a. Seller hereby agrees to indemnify, hold harmless and defend Purchaser from and against any and all loss, damage, claim, cost and expense and any other liability whatsoever, including without limitation reasonable attorneys' fees, charges and costs, incurred by Purchaser by reason of Seller's breach of any covenants, representations or warranties of Seller contained in this Agreement which survive the Closing.

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

20. General Provisions.

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

b. Time of Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which such period of time runs shall be excluded, and the last day

of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next business day.

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

d. Entire Agreement. This Agreement, including all exhibits attached hereto, a the lease agreement between Seller and Purchaser signed contemporaneously with this Agreement, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein.

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

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

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

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

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

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

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

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

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

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

Purchaser: Shoreside Petroleum Inc.
Attn: Kurt R. Lindsey, President
2102 E 3rd Avenue
Anchorage, Alaska 99507

Escrow Agent: First American Title.
3035 C Street
Anchorage, Alaska 99503

Title Company: First American Title.
3035 C Street
Anchorage, Alaska 99503

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

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

o. Venue. Any disputes related to this Agreement will be heard by the

Superior Court for the State of Alaska, Third Judicial District, in Anchorage, Alaska.

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

SELLER: CITY OF CORDOVA

By: _____
Mark Lynch, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Mark Lynch, City Manager of the CITY OF CORDOVA, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

PURCHASER: SHORESIDE PETROLEUM INC.

By: _____
Kurt R. Lindsey, President

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Kurt R. Lindsey, President of Shoreside Petroleum Inc. an Alaska corporation.

Notary Public in and for Alaska
My commission expires:_____

EXHIBIT A
Legal Description of the Property

Parcel A

Record of Survey, Shoreside Petroleum Lot 1,
(Formerly known as Orca Lease Lot Plat 2002-6) according to the official
map and plat thereof, Record of Survey XX_XX, on file in the office of the
recorder, Cordova Recording District, Third Judicial District, State of
Alaska.

Orca Oil Company Lot 1; Being part of Alaska Tideland Survey Number 220 as recorded in Plat 1-25 in the Cordova Recording District on June 8, 1964. Said point shown as the southwesterly corner of Orca lease lot on Plat 2002-06 recorded in the Cordova Recording District on May 30, 2002. Also said point is located on the northerly line of "Tract D" of said Plat 2002-06 said point also being N 54°49'51" W a distance of 10.82' from a point identified on Plat 2002-06 as "S5," which is the point of beginning. Thence N 54°53'25" W along westerly line of Orca Oil Company Lot 1 which follows along ATS 220 a distance of 261.90' to a point; said point being S 54°54'20" E a distance of 67.89' from a marked "X" on bull rail as noted on Plat 2002-06. Thence N 34°25'26" E which runs along ATS 220 a distance of 286.54' to a point; said point being S 34°25'26" W a distance of 1.36' from a brass rod as shown on Plat 2002-06. Thence S 55°42'12" E a distance of 64.81' to a point; said point also being a point on the northerly line of "Tract D" as shown on Plat 2002-06. Thence S 34°17'32" W along the northerly line of Tract D a distance of 16.23' to a point; thence S 55°49'15" E along the westerly line of Tract D a distance of 24.71' to a 2" aluminum cap monument marked as "2002 WP ROW 4469-S"; thence S 55°40'27" E along the westerly line of Tract D a distance of 100.92' to a 2" aluminum cap monument marked as "2002 PC ROW 4469-S"; thence with a curve turning to the right with an arc length of 102.34', with a radius of 65.35', with a chord bearing of S 10°49'45" E, with a chord length of 92.20', along the westerly line of Tract D to top of fence post as shown on Plat 2002-06. Thence S 34°02'36" W along the northerly line of Tract D a distance of 158.89' to a 2" aluminum cap monument marked as "2002 PT ROW 4469-S"; thence with a curve turning to the left with an arc length of 50.38', with a radius of 275.21', with a chord bearing of S 28°51'43" W, with a chord length of 50.31' along the northerly line of Tract D, which is the Point of Beginning, having an area of 70003.83 square feet, 1.607 acres.

Parcel B

Alaska Tidelands Survey No.1598 –
creating Tract D Alaska Tidelands Survey 1589 according to the official
map and plat thereof, Plat XX_XX on file in the office of the recorder,
Cordova Recording District, Third Judicial District, State of Alaska.

Tract D Alaska Tidelands Survey 1589. Fuel terminal lot on and through City of Cordova pier. Being part of Alaska Tideland Survey Number 220 as recorded in Plat 1-25 in the Cordova Recording District on June 8, 1964. Also being part of Alaska Tideland Survey Number 1598 formerly known as Alaska Tideland Survey Number 803 Tract A, as recorded in Plat 2000-01 in the Cordova Recording District on January 4, 2000. Beginning at a point; said point, known as “F19” as shown on Plat 2002-06 recorded in the Cordova Recording District on May 30, 2002. Being a 2 1/2” aluminum cap, marked as “ATS 1598 WC, MC, C3, C2 TRACT C, 5318-S, 1999” said point also being on the lot line common to A.K. DOT Tract A and A.K. DOT Tract C of Plat 2002-06. Also said point being designated as point “S1” on said Plat 2002-06. Thence 44°58’32” W a distance of 295.09’; the True Point of Beginning. Thence N 55°58’58” W a distance of 31.07’ to a point; thence N 33°21’01” E a distance of 69.92’ to a point; thence S 55°58’58” E a distance of 31.07’ to a point; thence S 33°21’01” W a distance of 69.92’ to a point; which is the Point of Beginning having an area of 2172.58 square feet, 0.050 acres.

Basis of bearing-monument found known as “F1” “BUNCO 1899.” Found brass rod with “X” on top. And monument found known as “F22” 3 1/4” aluminum cap found. Monuments are shown and noted on Plat 2002-06.

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording, return to:
City of Cordova
PO Box 1210
Cordova, AK 99574

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to SHORESIDE PETROLEUM INC, whose address is 2102 E 3rd Avenue, Anchorage, Alaska 99507, all interest which Grantor has, if any, in the following described real property:

Record of Survey, Shoreside Petroleum Lot 1, (Formerly known as Orca Lease Lot Plat 2002-6) according to the official map and plat thereof, Record of Survey XX_XX, on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska.

DATED this _____ day of October 2012.

GRANTOR: CITY OF CORDOVA

Mark Lynch, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of October 2012, by Mark Lynch, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires: _____

CORDOVA RECORDING DISTRICT

Recording requested by and
after recording, return to:

City of Cordova
PO Box 1210
Cordova, AK 99574

QUITCLAIM DEED

The CITY OF CORDOVA, an Alaska municipal corporation, whose address is P. O. Box 1210, Cordova, Alaska 99574 ("Grantor"), for good and valuable consideration in hand paid, the adequacy and sufficiency of which is hereby acknowledged, conveys and quitclaims to SHORESIDE PETROLEUM INC, whose address is 2102 E 3rd Avenue, Anchorage, Alaska 99507, all interest which Grantor has, if any, in the following described real property:

Alaska Tidelands Survey No.1598 – creating Tract D Alaska Tidelands Survey 1589 according to the official map and plat thereof, Plat XX_XX on file in the office of the recorder, Cordova Recording District, Third Judicial District, State of Alaska

DATED this _____ day of October, 2012.

GRANTOR:

CITY OF CORDOVA

Mark Lynch, City Manager

STATE OF ALASKA)
) ss:
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of October 2012, by Mark Lynch, City Manager of the City of Cordova, an Alaska municipal corporation, on behalf of the City.

Notary Public in and for Alaska
My commission expires:_____

Memorandum

To: City Council
From: Planning Department and Public Safety Staff
Date: 9/14/2012
Re: Addressing Code

PART I. GENERAL INFORMATION:

Requested Action: adoption of Ordinance 1097 to codify the “Addressing Policy”

PART II BACKGROUND:

At the May 14, 2012 City Council Meeting the Council reviewed the “Addressing Policy” and directed staff to codify the policy. We have worked with the City Attorney to codify the parts of the addressing policy that need to be in code. The 10 page policy that was reviewed included guidance for staff in assigning addresses and provided criteria for analyzing and determining the renaming of duplicate road names. This guidance is important to staff and will be documented in the policy but according to the City Attorney, codification of these parts of the policy is not necessary. An example of the guidance type of language is below.

1. The following are specifications for addressing certain types of developments:
 - a) Multiple units on a lot: Unless otherwise provided herein, where there are multiple units within a single structure, each structure will receive a street address and each unit shall receive a unit designator. The address for the individual units shall be the building address and the unit designator.
 - a) Multiple but separate units located on a single lot shall have one street address and unit designator.
 - b) Commercial area, indoor: Where each unit in the commercial area has a separate outdoor entrance, each unit will be given a separate address. Where multiple commercial units are served by a common entrance, or entrances, each unit shall be addressed with a common street address and unit designator.

The staff had these goals for the addressing policy and code. We feel that with the code and policy we have met the goals below.

- A. To establish and maintain a system for the assignment, naming and identification of roads and numerical addresses for the City of

Cordova which will improve the efficiency of locating a property by use of a street name and number.

- B.** To establish a system of addressing for new projects, re-addressing areas, naming new roads, numbering roads, naming or renaming existing roads, and road and address signage.
- C.** To assign responsibility to specific City Departments concerning addressing, road naming, and road signage.
- D.** This ordinance does not purport to regulate the names of, addressing on, or signage for roads outside of the corporate boundaries of the City of Cordova.

PART III. SUGGESTED MOTION:

“I move to adopt Ordinance 1097”

**CITY OF CORDOVA, ALASKA
ORDINANCE 1097**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
ADOPTING CORDOVA MUNICIPAL CODE CHAPTER 13.06 GOVERNING THE
CREATION OF PUBLIC AND PRIVATE ROAD NAMES AND ADDRESSES AND THE
DISPLAY OF SUCH NAMES AND ADDRESSES IN THE CITY OF CORDOVA,
ALASKA**

WHEREAS, it is in the best interests of the City of Cordova, Alaska (“City”) to establish and maintain a system for the assignment, naming and identification of roads and numerical addresses within the City of Cordova; and

WHEREAS, the establishment of an assignment, naming and identification system of roads within the City will improve the efficiency of locating a property by use of a street name and address in the event of an emergency; and

WHEREAS, requirements for the display and maintenance of house addresses within the City will also greatly improve the efficiency of locating a property by use of a street name and address in the event of an emergency,

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

Section 1. Cordova Municipal Code Chapter 13.06 is adopted to read as follows:

**TITLE 13 – STREETS, SIDEWALKS AND PUBLIC PLACES
CHAPTER 6 ROAD, NAMING, SIGNING AND ADDRESSING**

Sections:

- 13.06.010 Purpose
- 13.06.015 Definitions
- 13.06.020 Road names required
- 13.06.030 Master list and map
- 13.06.040 Road naming
- 13.06.050 Notice and determination
- 13.06.060 Renaming of roads
- 13.06.070 Public hearing
- 13.06.080 Street name suffixes
- 13.06.090 Private road sign requirements
- 13.06.100 Addressing requirements
- 13.06.110 Display of addresses

13.06.010 Purpose

The purpose of this chapter is to establish and maintain a system for the assignment, naming and identification of roads and numerical addresses for the City of Cordova which will improve the efficiency of locating a property and provide for public safety.

13.06.015 Definitions

Whenever the following words or terms are used in this chapter, they shall have the meaning ascribed to them in this section, unless the content makes such meaning repugnant thereto.

- A. “Driveway” means any road which provides, will provide, or is proposed to provide direct access to only one lot from any other road which provides access to more than one lot.
- B. “Duplicate” shall mean that the road in question either has the identical name, has a name which because of its pronunciation or spelling is deceptively similar to another name, or has an identical name followed by a different designating suffix, i.e., Willow Street and Willow Road.
- C. “Private Road” means private easements or travel ways not dedicated to the public and located on private property.
- D. “Public Street” means a dedicated right-of-way or a public prescriptive easement as determined by a final court action.
- E. “Reasonable” shall mean that the choice of name for the road in question, to the extent possible, should be consistent with the historical, cultural, geographical, or natural significance of the area. Roads within a neighborhood are encouraged to use a consistent theme in their names.

13.06.020 Road names required

Official road names shall be established in accordance with the following:

- A. Every road existing, proposed, or constructed which provides, will provide, or is proposed to provide access to two or more lots in the City of Cordova shall be identified with a unique road name so as to clearly identify and distinguish such road from every other road in the City of Cordova.
- B. Naming of private streets shall be in accordance with this section and shall be named in accordance with the procedures of section 13.06.040.
- C. Naming a private road does not constitute a legal dedication of the street for public right-of-way or maintenance purposes.
- D. Driveways shall not be required to be identified by a separate road name, but shall be required to comply with other signage and addressing requirements of this chapter.
- E. No Road shall have a duplicate name.

- F. A different suffix (street, avenue, etc.) does not constitute a different name.
- G. Road names shall not exceed 18 letters and/or spaces.
- H. All road names shall be reasonable as defined in this chapter.
- I. The City Planning Department shall have the final authority to approve and assign road names for roads within the City.
- J. No building permit shall be issued for any construction on property in the City unless the road accessing such property has been assigned a name pursuant to this chapter.

13.06.030 Master list and map

The Planning Department and the Public Safety Department shall maintain a master list and map of all roads within the City which identifies each road by its unique name or designation and its location. Once a road name or other designation is approved and assigned, that name shall not be used for any other road in the City, unless otherwise provided for in this code.

13.06.040 Road naming

- A. The Planning Department upon a finding that an existing road name conflicts with or duplicates another existing road name thereby causing confusion as to the exact location of either road or the road has not been assigned a name, shall officially rename the road(s) using the procedures set forth in 13.06.040(B) and 13.06.040(C).
- B. The Planning Department shall send written notice to the record owners of any land accessed by any road identified in Section 13.06.040(A). Such notice shall contain, at a minimum, the following:
 - 1. A description or identification of the road(s) and property in question;
 - 2. A statement that the name of the road accessing the property duplicates the name of another in the City or that the road has not been assigned a name;
 - 3. A statement or copy of the criteria to be used for naming or renaming roads;
 - 4. A determination by the Planning Department and Public Safety Department that one or more of such roads must be named or renamed, identifying which road or roads are required to be named or renamed; and
 - 5. A notice of the time in which the record owners of land assessed by such road or roads identified for naming or renaming shall respond by petition for naming or renaming the identified road(s).
- C. Within 30 days of the mailing of the notice required under section 13.06.040(B), the record owners of land accessed by any road required to be named or renamed may submit to the Planning Department a Petition for Naming or Renaming Roads containing the following:

1. Proposal of a name or new name for the road or roads required to be named or renamed.
2. Signatures of the record owners of a minimum of 51% of all land accessed by such road or roads.
3. If such owners of land cannot agree on one name, the Petition may contain a list of no more than three alternative names for any one road.

13.06.050 Notice and determination

- A. Upon receipt of a Petition as provided in 13.06.040(C) the Planning Department shall approve and assign any name proposed in such petition if it is found that such name is reasonable and does not duplicate the name of any other road within the City of Cordova.
- B. In the case that no petition has been received within 30 days of the mailing of the notice required in 13.06.040, or if it has been determined that the name proposed in the petition is a duplicate, a reasonable name shall be selected and assigned pursuant to the guidelines contained in section 13.06.020.
- C. Once a road name is approved and assigned pursuant to this section the Planning Department and the Public Safety Department shall make a notation of such name or changed name on the master list and map of all roads in the City.

13.06.060 Renaming of roads

- A. A petition to rename a road submitted to the Planning Department shall contain:
 1. A description or identification of the road(s) and property in question;
 2. A statement describing why the name of the road should be changed;
 3. A statement that the new name does not duplicate any current road name in the city;
and
 4. A document which shall be signed by the record owners supporting the proposed name change.
- B. Within 30 days of the receipt of the petition as required in section 13.06.040(A):
 1. The Planning Department shall determine whether the proposed name of the road duplicates any other road in the City;
 2. The Planning Department shall schedule a public hearing pursuant to 13.06.070.

13.06.070 Public hearing

A. The Planning Commission shall hold a public hearing upon each properly submitted petition. Such hearing shall be held not less than ten days nor later than thirty days following the date of receipt of such petition and the applicant shall be notified of the date of such hearing. Notice shall be sent by regular mail to property owners fronting the street to be renamed, as shown on city tax rolls. Notice shall include:

1. Current road name
2. Proposed new name
3. Map showing the road location

13.06.080 Street name suffixes

A suffix designation shall be added to all new, renamed, or unnamed streets as follows:

1. Avenue: A wide, principal thoroughfare leading from a main road.
2. Boulevard: A wide street, often divided by a median.
3. Circle: A road that circles back to its beginning point or to the same road from which it starts.
4. Court: A cul-de-sac or dead end road.
5. Drive: A winding road.
6. Highway: A designated state or federal route.
7. Lane: A narrow road; an uninterrupted street ending in a cul-de-sac or dead end.
8. Loop: See Circle.
9. Parkway: A special scenic route or park drive.
10. Path: A cul-de-sac or dead end road. Usually a road where automobile transportation is secondary to other forms of transportation, i.e. bicycles or foot travel.
11. Place: A short, usually narrow street; see Court.
12. Road: A street or road for low volume traffic, local access road, primitive roads and country roads.
13. Street: Any public road; also see Avenues.
14. Trail: See Path.

15. Way: See Court.

13.06.090 Private road sign requirements

- A. Purchase, installation and maintenance of road identification signs for private roads shall be the responsibility of the record owner(s) of property adjacent to and accessed by such road.
- B. Road identification signs for private roads in the City shall have a brown base with white letters.
- C. These signs shall be reflective and the letters or number shall be five inches in height.
- D. Signage may not be placed in a public right-of-way.

13.06.100 Addressing requirements

- A. Address numbers shall be required on all buildings, whether commercial or residential, within the City. Address numbers shall be assigned by the City of Cordova Planning Department:
 - 1. At the time of creation of lots pursuant to any City development approval process
 - 2. Prior to a building permit being issued
 - 3. At such times as it comes to the attention of the Planning Department that a lot requires an address number or it is required to be renumbered.
- B. Renumbering of Addresses shall be required whenever:
 - 1. Addresses are not sequential
 - 2. Addresses need to be changed or realigned after a road name is assigned or reassigned
 - 3. Lots were created without assignment of road names or addresses
 - 4. The Planning Department determines that renumbering is necessary.

13.06.110 Display of addresses

- A. All residences and businesses shall display address numbers or characters which identify the property address and are plainly visible and legible from the street or road fronting the property. It shall be the responsibility of the record owner of a structure(s) to maintain address signage pursuant to this chapter.

1. Numbers shall be displayed clearly from the road at all times. Consideration should be made in regard to visibility, to seasonal changes, landscaping, daylight and evening light.
2. For buildings which are not visible from the street or are located more than fifty feet from the shoulder or curb of the street, address characters shall be affixed to a free-standing sign or post located adjacent to the road in which the property is addressed.
3. The sign or post shall be located twenty five feet or less from the shoulder or curb of the road at the point of access. The post shall be a minimum of five feet in height from the ground and not to exceed seven feet in height.
4. Numbers may be placed vertically and read from top to bottom if a post is used, or the numbers may be placed horizontally on a sign affixed to the post.
5. All address characters shall be of a color and/or material that contrasts with the background or shall be reflective.
6. All characters and number shall be at least four inches in height.
7. Addresses shall be posted during construction of a new building pursuant of this code.

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: September 5, 2012

2nd reading and public hearing: September 19, 2012

PASSED AND APPROVED THIS 19th DAY OF SEPTEMBER 2012.

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: September 12, 2012
TO: Mayor and City Council
SUBJECT: Resolution 09-12-42

The attached resolution authorizes the vacation of right of way on the Samson property. This was initiated by the Planning Department and the Planning & Zoning Resolution passed unanimously on September 12, 2012. I have included backup material to further explain: the Planner's memo to the Planning and Zoning Commission, the Planning and Zoning Commission's Resolution 12-07 and Title 13 of the City Code for reference as well.

Recommended Motion: Move to approve Resolution 09-12-42.

Staff Recommendation: Unanimous roll call vote of the Consent Calendar or majority voice vote.

**CITY OF CORDOVA, ALASKA
RESOLUTION 09-12-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING PLANNING & ZONING COMMISSION RESOLUTION 12-07 AND
AUTHORIZING THE VACATION OF RIGHT-OF-WAY OF BOAT DOCK ROAD AND
PORTIONS OF BARNACLE BOULEVARD.**

WHEREAS, The City of Cordova Planning Department has submitted a proposal for the vacation of right-of-way of Boat Dock Road and portions of Barnacle Boulevard; and,

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

WHEREAS, the Planning and Zoning Commission approved Planning and Zoning Commission Resolution 12-07 on Tuesday September 11, 2012 and in so doing found that it is in the City's best interest to vacate said right-of-way and recommends that the City Council approve the vacation.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby approves Planning & Zoning Commission Resolution 12-07 and authorizes the vacation of right-of-way of Boat Dock Road and portions of Barnacle Boulevard.

PASSED AND APPROVED THIS 19th DAY OF SEPTEMBER, 2012.

Jim Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Memorandum

To: City of Cordova Planning Commission

From: Planning Staff

Date: 9/14/2012

Re: Vacation of Right-Of-Way,

PART I. GENERAL INFORMATION:

File No.: 02-072-630 & 633

Requested Action: Vacation of Right Of Way

Applicant: City of Cordova

Zoning: Waterfront Industrial

Applicable Regulations: Chapter 13.24 – Street Vacation Procedures

PART II. BACKGROUND:

The City of Cordova is petitioning to vacate Boat Dock Road (approximately 10,400 Square Feet) and portions of Barnacle Boulevard (approximately 2,000 square feet) see attached plat both are located in the Ocean Dock Subdivision. The purpose of this vacation is to promote a land trade between the City of Cordova and Samson Tug and Barge; this land trade would allow the ship yard area to be a contiguous piece of property.

PART III. REVIEW OF APPLICABLE CRITERIA:

The Planning Commission shall not grant a vacation of right-of-way if that proposed vacation shall result in:

1. A substantial detriment to vehicular or pedestrian traffic circulation;

The vehicular or pedestrian traffic circulation will not incur a substantial detriment by the vacation of this right away. The land trade will make the current right of way private property. The two businesses will have separate entrances possibly improving traffic flow.

2. Interference with the rights of access to any private property;

Barnacle Avenue will still be in place providing an entrance to the shipyard and the other private lot. Access to Samson's business will be through their private driveway.

3. Inhibiting of access for fire protection or any emergency purpose, or interference with utility lines or service;

This vacation of right-of-way will not inhibit access for fire protection and emergency purposes. A public utility easement will be created to accommodate the current utilities.

4. Obstruction or diminishing of significant view, or elimination of a view point;

This requested action will not block, diminish or eliminate any view point or view shed.

5. Elimination of street space adjacent to an existing or proposed public facility, such as a park, where retention of the street might be of advantage to the public facility;

The elimination of this street will not will not remove any public parking the current use of the street and the portion to be vacated is access to industrial areas. The City property that is adjacent will have adequate access through the remaining of the right of way.

6. Removal of significant natural features, or detriment to the scale and character of surrounding development;

No natural features will be removed through this vacation.

7. A substantial adverse affect upon any element of the comprehensive plan;

There is nothing in the Comprehensive Plan that will be adversely affected by this action.

8. A substantially greater cost being required to develop alternate access routes;

No alternative routes will be required to accommodate the loss of this street.

9. The release of a street area in any situation in which the future development or use of such street area and any property of which it would become a part, is unknown;

The release of this street to vacation and the implications are known to City staff and staff is prepared to make a recommendation for approval.

10. On the basis of findings made on the record, the commission finds that the vacation would not be in the interests of the City.

Staff finds, and the City Manager concurs, that the vacation of this right-of-way will be in the best interest of the City.

PART V. SUGGESTED FINDINGS:

1. The this requested vacation of right-of-way is not contrary to the comprehensive plan.
2. The elimination of this street will not will not remove any public parking.
3. This requested action will not block, diminish or eliminate any view point or view shed.
4. This vacation of right-of-way will not inhibit access for fire protection and emergency purposes.

PART VI. STAFF RECOMMENDATION:

Staff recommends that the request for a vacation of right-of-way of Boat Dock Road (approximately 10,400 Square Feet) and portions of Barnacle Boulevard (approximately 2,000 square feet), be approved by the Planning Commission and that the Planning Commission forward a resolution to the City Council for approval.

PART VII. SPECIAL CONDITIONS:

1. A public utility easement will be surveyed, created and recorded at the state recording office for the existing public utilities that exist in the public right of way at the corner of Boat Dock Road and Orca Cannery Road of approximately 6 feet by 13 feet.

PART VIII. SUGGESTED MOTION:

"I move that that the Planning Commission **APPROVE** resolution 12-6 a resolution of the Planning and Zoning Commission of the city of Cordova, Alaska, authorizing the vacation of boat dock road and a portion of barnacle road of the ocean dock subdivision."

**CITY OF CORDOVA, ALASKA
PLANNING AND ZONING COMMISSION
RESOLUTION 12-07**

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE VACATION OF BOAT DOCK ROAD AND A PORTION OF BARNACLE BOULEVARD OF THE OCEAN DOCK SUBDIVISION.

WHEREAS, pursuant to Chapter 13.24.060A. of the Cordova Municipal Code, the Cordova Planning and Zoning Commission, at its meeting of September 11, 2012, reviewed and approved a request from the City of Cordova, for the vacation of the rights-of way as described above; and

WHEREAS, pursuant to Chapter 13.24.060A the Planning and Zoning Commission applied the condition to the vacation that a public utility easement will be surveyed and a plat created to accommodate the current public utility use; and

WHEREAS, the Planning and Zoning Commission found that it is the City's best interest to vacate these rights-of-way based on the following Findings of Fact:

1. The requested replat and vacation of rights-of-way is not contrary to the comprehensive plan.
2. The elimination of these streets and alleys will not remove any public parking.
3. This requested action will not block, diminish or eliminate any viewpoint or view shed.
4. This vacation of rights-of-way will not inhibit access for fire protection and emergency purposes; and

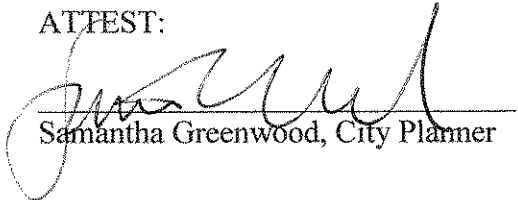
NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF CORDOVA

1. That the above described rights of way is hereby vacated.
2. That a public utility easement will be surveyed and a plat created to accommodate the current public utility use.
3. That this resolution and replat are eligible for recording and will be deemed void if not recorded within 90 days of adoption.
4. That this Resolution becomes effective upon being properly recorded with petitioner being responsible for payment of recording fee.

PASSED AND APPROVED THIS 11th DAY OF SEPTEMBER, 2012


Tom Bailer, Chairman

ATTEST:


Samantha Greenwood, City Planner

Chapter 13.24 - STREET VACATION PROCEDURES

Sections:

[13.24.010 - Intent.](#)

[13.24.020 - Vacation initiation.](#)

[13.24.030 - Public hearing-Notification and publication.](#)

[13.24.040 - Reports.](#)

[13.24.050 - Hearing-Testimony-Reports-Standards.](#)

[13.24.060 - Final order granting or denying a petition.](#)

[13.24.070 - Title to vacated area-Payment to city.](#)

[13.24.080 - City planner-Duties-Authority.](#)

[13.24.090 - Deeds to vacated property.](#)

[13.24.100 - Fees.](#)

[13.24.110 - Appeals.](#)

13.24.010 - Intent.

The intent of this chapter is to establish a definitive procedure for the vacation of streets and other public areas under the jurisdiction of the city, and to preserve the rights of adjacent property owners, the city, and the public at large.

(Ord. 932 (part), 2003).

13.24.020 - Vacation initiation.

A. The vacation of a street or public area under the jurisdiction of the city may be initiated by:

1. Petition of the city council;
2. Petition of the planning commission; or
3. Petition of all of the owners of all of the property abutting the part of the street or other area proposed to be vacated.

B. Every petition under Section [13.24.020\(A\)](#) shall be filed with the city planner and, if filed under Paragraph 3 of such section, be accompanied by a nonrefundable application fee of two hundred fifty dollars. The petition shall accurately describe the property proposed to be vacated and shall be accompanied by a copy of the current plat showing the property as it exists prior to the proposed vacation, together with a copy of a proposed new plat showing the new configuration of the affected lots. The petition shall be in a form approved by the city attorney, and if filed under Paragraph 1 or 2 of Section [13.24.020\(A\)](#), be accompanied by a certified resolution of the appropriate body, and if filed under Paragraph 3 of such section, contain a provision, sworn under oath, that the petitioners are all of the owners of the property abutting the part of the street or other public area proposed to be vacated. The city planner shall transmit the petition to the city clerk, who shall promptly, in writing (i) confirm the accuracy of the stated ownership, and (ii) report to the planner as to whether the city acquired the street or public area proposed to be vacated for legal consideration or by express dedication to and acceptance by the city (other than required subdivision platting). In the event the city clerk affirmatively reports to the planner that the property was acquired as described in clause (ii) of this section, the planner shall so notify the petitioners in writing, and require said petitioners to have the fair market value of subject property determined by a qualified appraiser approved by the city planner, and to submit said appraisal to the planner and the petitioners shall deposit with the city a sum equal to such value. In the event of such report, the petition shall not be deemed complete until submittal of the appraisal and deposit of such amount.

C. The city planner shall timely notify the petitioners in writing if the statement of ownership is incomplete, if an appraisal and deposit are required, or if the petition otherwise fails to meet the requirements of Section [13.24.020](#)(B). If the petition is in proper form, the city planner shall submit the petition to the planning commission with the city planner's approval shown thereon.

(Ord. 932 (part), 2003).

(Ord. No. 1056, § 1, 9-2-2009)

13.24.030 - Public hearing-Notification and publication.

The planning commission shall hold a hearing on a petition within but not more than sixty days after submittal to the commission pursuant to Section 13.24.020(C). Notice of the hearing, including when and by whom the petition was filed, its purpose, the time and place of the hearing, and a general description of the vacation being sought, shall be published once a week for one week in a newspaper of general circulation in the city and shall be advertised for seven days prior to the day of the hearing on the local television/cable/radio station and shall also be posted on the public bulletin boards at the city library and United States post office at least seven days prior to the day of the hearing. The city planner shall also mail a copy of said notice to the owners of property located within three hundred feet from any point on the outside perimeter of the proposed vacation.

(Ord. 932 (part), 2003).

13.24.040 - Reports.

Upon submittal of a petition to the planning commission, the city planner shall request in writing a written report from the city manager, cable television company, electric company, city public works director, and city water and sewer departments, on how the proposed vacation would affect existing or proposed community planning efforts, street systems, traffic requirements, public utilities, public improvements and costs of alternate access development.

(Ord. 932 (part), 2003).

13.24.050 - Hearing-Testimony-Reports-Standards.

A. At the hearing, the planning commission may hear the testimony of any interested person and shall request and receive the reports referred to in Section [13.24.040](#)

B. The planning commission shall not grant a petition if it finds from the evidence adduced at said hearing that the proposed vacation would result in:

1. A substantial detriment to vehicular or pedestrian traffic circulation;
2. Interference with the rights of access to any private property;
3. Inhibiting of access for fire protection or any emergency purpose, or interference with utility lines or service;
4. Obstruction or diminishing of significant view, or elimination of a view point;
5. Elimination of street space adjacent to an existing or proposed public facility, such as a park, where retention of the street might be of advantage to the public facility;
6. Removal of significant natural features, or detriment to the scale and character of surrounding development;
7. A substantial adverse affect upon any element of the comprehensive plan;
8. A substantially greater cost being required to develop alternate access routes;
9. The release of a street area in any situation in which the future development or use of such street area and any property of which it would become a part, is unknown; or
10. On the basis of findings made on the record, the commission finds that the vacation would not be in the interests of the city.

(Ord. 932 (part), 2003).

13.24.060 - Final order granting or denying a petition.

A. Form. Following the hearing, the planning commission shall adopt a resolution either granting or denying, in whole or in part, the petition. The resolution may grant the petition subject to conditions. A resolution of the planning commission denying a petition shall be distributed to the petitioners and shall be the final action of the city on the petition. A resolution granting the petition shall be submitted to the city council for approval, within seven days after issuance by the planning commission and simultaneously distributed to the petitioners.

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

C. Replat-Recording. Upon approval of the city council, the city planner shall file and record the amended plat, together with the resolution of the city council approving the vacation, in the office of the district recorder, provided, however, that if the vacation is subject to conditions, or is part of a platting action involving the replat of property other than the vacated area which is subject to additional conditions, the plat shall not be recorded until all required conditions are satisfied. Upon recording, the amended plat is the lawful plat.

D. Copies. The city planner shall submit a certified copy of the council resolution approving the vacation, together with a copy of the amended plat, to the city assessor.

(Ord. 932 (part), 2003).

13.24.070 - Title to vacated area-Payment to city.

A. Unless all petitioners and the city have otherwise agreed in writing to reserve to the city such title, rights, easements or privileges as deemed necessary, the title to the street or other public area vacated on a plat attaches to the lot or lands bordering on the area to be vacated in equal proportions, except that if the area was originally dedicated by different persons, original boundary lines shall be adhered to so that the street area which lies on one side of the boundary line shall attach to the abutting property on that side, and the street area which lies on the other side of the boundary line shall attach to the property on that side. The portion of a vacated street that lies within the limits of a platted addition attaches to the lots of the platted addition bordering on the area. If a public square is vacated, the title to it vests in the city. If the property vacated is a lot or tract, title thereto, vests in the owner thereof.

B. If the city acquired the street or other public area proposed to be vacated for legal consideration or by express dedication to and acceptance by the city (other than required subdivision platting), upon recordation of the amended plat, the city shall transfer the amount deposited to the general fund.

(Ord. 932 (part), 2003).

13.24.080 - City planner-Duties-Authority.

The planning commission shall receive the recommendations of the city planner relative to the vacation of street or public areas and in the administration of this title. The city manager shall provide the planning commission and the city planner with competent personnel, necessary equipment, and supplies to competently and timely perform the acts required in this title. The city planner is responsible for coordinating the efforts of the planning staff assigned to work for the planning commission with those of the city clerk and those of the city planner, in carrying out the duties and in securing the information necessary to administer this title. Where, in the opinion of the city planner, it is necessary to secure additional information pertaining to a proposed vacation, the city planner is, under procedures to be established by the city manager, authorized to engage the services of a title company, civil engineer, or other professional person, to give the city planner such information in writing.

(Ord. 932 (part), 2003).

13.24.090 - Deeds to vacated property.

So long as any funds required to be paid to the city have been paid, after recordation of the amended plat, the city, upon request of a petitioner or on its own initiative, shall deed the vacated right-of-way to the person or persons entitled thereto, reserving unto itself such title, rights, easements and privileges to which it is entitled. Upon execution, the city clerk shall record any deed required by this section in the office of the district recorder, and request that the district recorder send the duly recorded deed(s) to the grantee(s).

(Ord. 932 (part), 2003).

13.24.100 - Fees.

A. Petitioners under Section 13.24.020(A)(3) shall pay the city the following fees and costs:

1. A non-refundable two hundred fifty dollar application fee, upon filing the petition;
2. Within such time as the planner shall request in writing, and in advance, all additional fees and costs to be incurred by the city for engineering report, title company report and any additional fees and costs required for reports generated outside of city owned services; and
3. Within such time as the planner shall request in writing, and in advance, all filing and legal fees and costs incurred by the city.

B. The city shall not proceed with a petition for which fees required under this section have not been timely paid.

(Ord. 932 (part), 2003).

13.24.110 - Appeals.

The adoption of a resolution by the planning commission denying a petition under Section [13.24.060A](#) is the final action of the city on a petition filed under this title. Otherwise, the adoption of a resolution by the city council under Section [13.24.060B](#) is the final action of the city on a petition filed under this title.

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: September 05, 2012
TO: Mayor and City Council
SUBJECT: Health Services Board

In March of 2012, the HSB was repopulated when there were several resignations. Two seats that were filled back in March had expiration dates of August 2012. *Mayor Kallander* would like to make appointments so as to fill these vacancies.

He suggests the following:

Appoint:

David Reggiani
Jim Kacsh

for a term to expire:

August 2015
August 2015

RECOMMENDED MOTION: Move to approve Mayor Kallander's appointments to the HSB as listed in this memo.

REQUIRED ACTION: Majority voice vote.

**CITY COUNCIL REGULAR MEETING
SEPTEMBER 5, 2012 @ 7:30 PM
LIBRARY MEETING ROOM
MINUTES**

A. CALL TO ORDER

Mayor James Kallander called the Council Regular Meeting to order at 7:30 pm on September 5, 2012, in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Kallander led the audience in the Pledge of Allegiance.

C. ROLL CALL

Present for roll call were *Mayor James Kallander* and Council members *Tim Joyce* (via teleconference), *James Kacsh*, *David Allison*, *Bret Bradford*, *EJ Cheshier*, *David Reggiani* and *Robert Beedle*. Also present were City Manager *Mark Lynch* and City Clerk *Susan Bourgeois*.

D. APPROVAL OF REGULAR AGENDA

Mayor Kallander said he was adding *Sara Mason* as a guest speaker from the Alaska Department of Transportation.

M/Reggiani S/Kacsh to approve the Regular Agenda with *Mayor Kallander's* addition.

Vote on motion: 7 yeas, 0 nays. Motion passes.

E. DISCLOSURES OF CONFLICTS OF INTEREST

Reggiani stated that he has a Conflict of Interest on item 26 because he is the General Manager at PWSAC. *Mayor Kallander* agreed and asked that he not vote on that item.

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers – *Sara Mason* of Alaska DoT from Fairbanks, Northern region, of which Cordova is a part. She was present to speak about the Whitshed Road bike and pedestrian path project that is on the 2012-2015 Statewide Transportation Improvement Program. The issue she is here to address is that DoT engineers have determined that the road will need to be realigned to accommodate the path. So the cost estimate is now \$9,147,000 for a three-quarter mile bike path. No money has been obligated at this point and there was some discussion of whether it could be more economically viable to reconsider the causeway across the slough as an alternative. She explained that before they can obligate any federal dollars, the State's policy is that they have to have "check in hand" of the local match. The federal share is 90.97% of the cost; which leaves 9.03% for the match, of which the State will pay 50% because of the classification of the road. That leaves 4.515% to be absorbed by the City and the Village. She said she was here tonight just to get confirmation that the City is onboard for their match. She had spoken with the Native village of Eyak today and they assured her that they were on board. *Tim Joyce* said it was his opinion that this \$9M for ¾ of a mile of pathway will always be pushed back and might not ever get funded. He would like to see if DoT could look at the foot bridge alternative too. *Mayor Kallander* said to *Joyce* that he believed alternatives could still be discussed at this point. *Mason* said she would get a draft MOA to the City Clerk who was directed to pass it on to legal for review.

2. Audience comments regarding agenda items

James Mykland of 121 West Davis Avenue commented on the Manager's Report where he mentioned negotiations with the PWSSC. *Mykland* was of the opinion that the City Council should treat the Science Center like the City of Seward treats the Sea Life Center. He thinks the City should make a good deal with them so they stay.

Katrina Hoffman 108 Forestry Way also spoke to the Manager’s report. She said she had sent a proposal to the Manager on August 4 and she invited anyone who wanted to discuss their plans more to come to the Science Center to discuss with her.

3. Chairpersons and Representatives of Boards and Commissions

Theresa Keel, Superintendent of Schools mentioned that she has asked her maintenance director to get facilities all up to baseline and develop a maintenance schedule and he has done so – we are almost to baseline. Repairs to the High School roof are ongoing, elementary school repairs are at a standstill (materials won’t be able to get here until after snow – will wait for summer). She has asked to be included in the Council budget work session on October 17. There was lengthy discussion back and forth concerning SB182 and whether the City had funded over the cap and **Keel** asked for Council to fund a few capital items to make up the difference (because capital items are allowable expenses to use excess local funding for in lieu of the School District having to return funds to the City). **Lynch** and **Reggiani** explained that because of the discrepancy between the City fiscal year and the school’s fiscal year, the cap hadn’t yet been overrun. Council concurred that the \$6,600 capital request (roof repairs that were not snow-related) at the High School should be handled now. Mt. Eccles has a window issue that **Keel** wants remedied and she will be seeking quotes. **Lynch** was insistent that it was a warranty item and should be paid for by CASI the school renovation contractor. **Reggiani** suggested that these items and the school budget discussion wait until the City works on its own budget. **Mayor Kallander** asked **Keel** to get with **Lynch** and the City Attorney to discuss the CASI issue.

Reggiani said that the Planning and Zoning Commission had a short meeting and they had approved some easements. **Bradford** mentioned that School Board met and discussed the joint work session, some budgetary items were approved; iPads and such.

G. APPROVAL OF CONSENT CALENDAR

Mayor Kallander informed Council that the consent calendar was before them; he also read agenda item 4 into the record.

Beedle called out agenda item 8 and **Allison** called out agenda item 9. These were placed as items 23a and 23b respectively.

- 4. Proclamation of Appreciation to Keith van den Broek
- 5. Council concurrence of Mayor’s appointment of Council rep to P&R Commission
- 6. Council concurrence of Mayor’s appointment to Health Services Board
- 7. Ordinance 1096

An ordinance of the City Council of the City of Cordova, Alaska, authorizing the conveyance to Shoreside Petroleum Inc. of Lot 1 and Tract D Alaska Tideland Survey No. 1598 Cordova Recording District – 1st reading

~~8. Resolution 09-12-39~~

~~A resolution of the City Council of the City of Cordova, Alaska, establishing contribution into the Mt. Eyak fund for the Cordova Public School District~~

~~9. Resolution 09-12-41~~

~~A resolution of the City Council of the City of Cordova, Alaska, approving Cordova Community Medical Center’s (CCMC’s) proposed FY13 operating budget~~

Vote on Consent Calendar: 7 yeas, 0 nays. Beedle-yes; Joyce-yes; Cheshier-yes; Bradford-yes; Kacsh-yes; Reggiani-yes and Allison-yes. Consent Calendar was approved.

H. APPROVAL OF MINUTES

M/Reggiani S/Allison to approve the minutes.

- 10. Minutes of 08-02-12 City Council Joint Work Session

- 11. Minutes of 08-02-12 City Council Regular Meeting
 - 12. Minutes of 08-07-12 E-911 Committee Meeting
 - 13. Minutes of 08-07-12 City Council Special Meeting
 - 14. Minutes of 08-23-12 City Council Special Meeting
- Vote on motion: 7 yeas, 0 nays. Motion passes.

I. CONSIDERATION OF BIDS - None

J. REPORTS OF OFFICERS

15. Mayor's Report

Mayor Kallander stated that he has made the rounds at City Hall and caught up with staff. He walked through the Civic Center with the architect and *Cathy Sherman* and he said it looks pretty good so far.

16. Manager's Report – written report in packet

Lynch reported that *Cathy Sherman* was the Acting Manager and she had updated him on several items in that written report. *Lynch* said that the Harbormaster position had three finalists and there would be a meet and greet Friday morning and then interviews Friday afternoon – hope to make a selection by Monday next week.

17. City Clerk's Report – written report in packet; she asked Council to get with her if interested in attending the AML conference in Anchorage November 14 – 16.

18. Staff Reports

a. *Moe Zamarron*, Director of Public Works, overall PWD spending plan

Zamarron offered a spreadsheet that showed expenditures or needed improvements that are outside of the 2012 budget. Council determined that there was too much to look into, they asked for a work session with the Director of Public Works before the next regular meeting on September 19.

b. *Ashley Royal*, Finance Director, monthly City financial reports

Council asked *Royal* to have the auditors at the next regular meeting on September 19 for the audit presentation.

c. *Cathy Sherman*, Cordova Center Phase I & II

Thursday, Friday, Saturday Cathy spent with MRV and Dawson looking at Phase I stuff that was completed. Also they spoke of how to move forward with Phase II. Overall there are not a huge lot of issues. There is one remaining pay app that Dokoozian will submit. Dawson is working toward a good line-by-line estimate for Phase II. Cordova Center committee met today and it was productive – committee tasked Cathy with some fine-tuning details. *Sherman* would like to see Council put Cordova Center on Capital list at the Juneau level or Federal level to ask for one more go around for funding. She said by next meeting she hopes to have a go or no go scenario for Council.

K. CORRESPONDENCE

- 19. Letter from Sarnowski of USCG Sycamore thanking for fish donation 07-30-12
 - 20. Letter from Brown in re King Salmon by-catch 08-22-12
 - 21. Letter from Dart-Mclean of NVE requesting letter of support 08-29-12
- Council concurred that the *Mayor* should write a letter of support for this item.

L. ORDINANCES AND RESOLUTIONS

22. Ordinance 1097

An ordinance of the City Council of the City of Cordova, Alaska, adopting Cordova Municipal Code Chapter 13.06 governing the creation of public and private road names and addresses and the display of such names and addresses in the City of Cordova, Alaska – 1st reading

M/Cheshier S/Reggiani to adopt Ordinance 1097, an ordinance of the City Council of the City of Cordova, Alaska, adopting Cordova Municipal Code Chapter 13.06 governing the creation of public and private road names and addresses and the display of such names and addresses in the City of Cordova, Alaska.

Vote on motion: 7 yeas, 0 nays. Motion passes.

23. Resolution 09-12-40

A resolution of the City Council of the City of Cordova, Alaska, designating capital improvement projects (**may be discussed in executive session**)

M/Cheshier S/Bradford to approve Resolution 09-12-40 a resolution of the City Council of the City of Cordova, Alaska, designating capital improvement projects.

Council discussed the capital projects on the list and came up with the following list and order and inserted it into the resolution:

1. Electronic Health Records at CCMC
2. Cordova Center
3. Shipyard Building
4. Shipyard Fill
5. G Float Replacement
6. Municipal Dock (Ocean Dock) Renovation
7. South Fill Sidewalks
8. South Fill Expansion & Sawmill Avenue Extension
9. Public Safety Building
10. Recreation Building
11. Water / Wastewater Plant upgrades
12. Ferry Trail

Vote on motion: 7 yeas, 0 nays. Motion passes.

23a. Resolution 09-12-39

A resolution of the City Council of the City of Cordova, Alaska, establishing contribution into the Mt. Eyak fund for the Cordova Public School District

M/Allison S/Bradford to approve Resolution 09-12-39 a resolution of the City Council of the City of Cordova, Alaska, establishing contribution into the Mt. Eyak fund for the Cordova Public School District.

Beedle said he had pulled this because he wanted to know more about the Mt. Eyak fund. *Theresa Keel* said this has been in place – it is a fund that helps students who cannot afford to pay for certain things.

Vote on motion: 7 yeas, 0 nays. Motion passes.

23b. Resolution 09-12-41

A resolution of the City Council of the City of Cordova, Alaska, approving Cordova Community Medical Center's (CCMC's) proposed FY13 operating budget

M/Allison S/Reggiani to approve Resolution 09-12-41 a resolution of the City Council of the City of Cordova, Alaska, approving Cordova Community Medical Center's (CCMC's) proposed FY13 operating budget.

M/Allison S/Cheshier to amend by replacing FY13 with "July 1, 2012 through December 31, 2012" in the four locations and to remove the third whereas entirely.

Vote on amendment: 7 yeas, 0 nays. Motion passes.

M/Allison S/Reggiani to approve Resolution 09-12-41 as amended.

Vote on main motion: 7 yeas, 0 nays. Motion passes.

M. UNFINISHED BUSINESS - none**N. NEW & MISCELLANEOUS BUSINESS****24. Council acceptance of E-911 Committee Recommendations**

M/Allison S/Bradford to accept George Molczan's Consultant report on Enhanced 9-1-1; that Council direct staff to proceed with drafting and seeking of Requests for Proposal for geographic data and mapping support as well as for a "Reverse 9-1-1" type Emergency Community Notification System; and that staff renew negotiations with Procom on an updated cost proposal for an Enhanced 9-1-1 system for the City of Cordova.

Allison and **Chief Bob Griffiths** gave a synopsis of what the committee had accomplished and what was being asked for with this motion. So mapping is the next step – will go out for proposal for that and at the same time renegotiate with Procom for an updated proposal.

Vote on motion: 7 yeas, 0 nays. Motion passes.

25. Health Care Housing Proposal – Bitney gave an overview of his research into different programs that the state has (AHFC) for health care housing (also for public safety employees and teachers in rural locations). He said he is willing to take on this grant application process for the City. **Mayor Kallander** explained that the grant could pay for **Bitney's** services at a customary 5% of grant award, but if **Bitney** is not successful, he should be compensated at some other negotiated rate.

M/Allison S/Reggiani to authorize the City Manager to enter into an agreement with John W. Bitney to begin preparing an application to AHFC for grant funding to develop housing for health care workers at the Cordova Community Medical Center.

Vote on motion: 6 yeas + 1 abstention which counts as a yea (Beedle), 0 nays. Motion passes.

26. Council concurrence of Mayor's appointment of City Rep to PWSAC Board

M/Bradford S/Kacsh to approve Mayor Kallander's appointment of **John Greenwood** to serve as the City of Cordova's representative on the PWSAC Board of Directors.

Vote on motion: 6 yeas, 0 nays, 1 conflicted (Reggiani). Motion passes.

27. Council right to protest transfer of liquor licenses: Anchor Bar & Liquor Store beverage dispensary Lic #61 and package store Lic #62

M/Allison S/Bradford to waive Council's right to protest the ABC Board's approval of the applications for transfer of these business' liquor licenses:

- a) Anchor Bar & Liquor Store – beverage dispensary Lic #61
- b) Anchor Liquor Store – package store Lic #62

Vote on motion: 7 yeas, 0 nays. Motion passes.

28. Pending Agenda and Calendar

September 19 – work session with Moe Zamarron at 6:00pm, HSB at 6:45pm and then public hearing 7:15pm, regular meeting 7:30pm

O. AUDIENCE PARTICIPATION

Tom Bailer 304 Orca Inlet Dr. wondered why Council never had a meeting with the local contractors about needing health care housing. He also said he worked on the school project from the beginning and the windows always leaked. He welcomed the new superintendent.

Mike Scott of Saddle Point said he tried to dial 911 at Peak Island and he got a Soldotna recording.

P. COUNCIL COMMENTS**30. Council Comments**

Beedle breakwater is awesome.

Cheshier he watched waves crashing on the new breakwater today.

Kacsh said he saw a rainbow ending at the breakwater today.

Joyce wondered if there was a pot of gold at the end?

Q. EXECUTIVE SESSION

30. Possible executive session per item 23, lobbying strategies in re Capital Priorities

M/Allison S/Reggiani to go into executive session to discuss matters involving consideration of governmental records that by law are not subject to public disclosure, specifically lobbying strategies regarding capital priorities.

Vote on motion: 7 yeas, 0 nays. Motion passes.

Council entered executive session at 10:05 pm (John Bitney, the City Manager, the Finance Director and the City Clerk stayed for the executive session); Council came out of executive session at 10:27 pm.

31. City Attorney update to Council on hospital management

M/Allison S/Cheshier to go into executive session to discuss matters which by law, municipal charter or code are required to be confidential, specifically, attorney-client privileged material concerning hospital management.

Vote on motion: 7 yeas, 0 nays. Motion passes.

Council entered executive session at 10:28 pm (City Attorney Holly Wells was present via teleconference and the City Manager, the Finance Director and the City Clerk stayed for the executive session); Council came out of executive session at 10:38 pm.

32. City Attorney counsel regarding City of Cordova v. Michael R. Butler d/b/a Lake Avenue Florist, d/b/a Cordova Systems, and d/b/a Digital Health Exchange, Inc.

M/Allison S/Cheshier to go into executive session to discuss matters which by law, municipal charter or code are required to be confidential, specifically, attorney-client privileged material concerning City of Cordova v. Michael R. Butler d/b/a Lake Avenue Florist, d/b/a Cordova Systems, and d/b/a Digital Health Exchange, Inc.

Vote on motion: 7 yeas, 0 nays. Motion passes.

Council entered executive session at 10:39 pm (City Attorney Holly Wells was present via teleconference and the City Manager, the Finance Director and the City Clerk stayed for the executive session); Council came out of executive session at 10:46 pm.

33. City Manager goals and expectations

M/Bradford S/Cheshier to go into executive session to discuss subjects that tend to prejudice the reputation and character of any person; provided that the person may request a public discussion, specifically City Manager goals and expectations.

Vote on motion: 7 yeas, 0 nays. Motion passes.

Council entered executive session at 10:47 pm only the City Manager stayed for the executive session; Council came out of executive session at 11:04 pm.

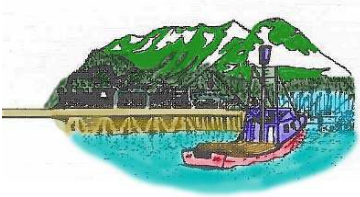
R. ADJOURNMENT

M/Bradford S/Cheshier to adjourn the regular meeting at 11:05 pm

Hearing no objection the meeting was adjourned.

Approved: September 19, 2012

Attest: _____
Susan Bourgeois, City Clerk



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

Phone: (907) 424-6200
Fax: (907) 424-6000
Email:

citymanager@cityofcordova.net

CITY OF CORDOVA

Office of City Manager

September 12, 2012 Manager's Report (for 09/19/12 Council meeting)

Personnel issues: The Harbormaster position was offered to Tony Schinella. He has accepted, and will be able to start in early November after his retirement from the Coast Guard.

Hospital Roof: Construction is under way.

Harbor Study & Boardwalks: Planning work underway by DHI Engineering.

Breakwater/Fill Project: Project underway.

Science Center Lease/Purchase Negotiation: I received a counter proposal from PWSSC, and a response has been sent.

Budget: Worksheets have been sent to department heads. Preliminary work is underway.

School Budget Commitment: A copy of the school budget is attached showing the commitment by the city at \$1,701,274 for their FY13. I have a request in to the Superintendent for clarification, but it appears to me that the school district is funded to the cap, but not over.

School Window Issue: Our attorney has been consulted, and a demand for warranty letter has been sent to CASI concerning window repair.

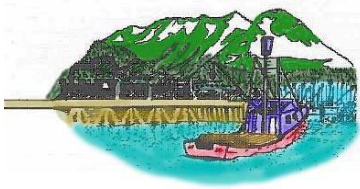
Shipyard Fill: Permitting work underway by DHI Engineering.

North Fill Floating Dock: Project is underway.

Ambulance Billing: Billing should be in effect by the end of September.

Samson Lot Swap: Street vacation approved by P&Z. Council resolution in packet. Preparing for utility move.

AML: Conference report attached.



CITY OF CORDOVA

Office of City Manager

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

Manager's Report to Mayor and Council regarding AMMA & AML conference in Bethel, August 14-16, 2012

Day 1: Tuesday (14th)

AMMA (Alaska Municipal Managers Association) meeting. 3PM-8PM

Discussions of AMMA specific business and a session concerning current local issues and strategies. Evening session of Q&A and networking.

Day 2: Wednesday (15th)

AMMA (Alaska Municipal Managers Association) meeting. 8AM-Noon

The morning was filled with committee reports including discussions of PERS, Port & Harbor issues, and the upcoming Northwest Managers Conference to be held in Fairbanks next Spring. Kathie Wasserman provided a legislative update to the managers.

AML (Alaska Municipal League) Noon-9PM

During lunch there was a presentation by the Knik Arm Bridge & Toll Authority. After lunch we worked through both state and federal AML Legislative Priority issues. As always I tried to guide any questionable language towards a position that would best suit Cordova. There was a push from interior attendees for AML to take a position that would encourage the State to allow more escapement of Salmon up rivers to the interior. I was one of only a few that spoke against that (since most attendees were from the interior), and was successful in preventing the suggested language from being included in the AML Priority or Policy documents. However, draft language was approved in the Policy Statement encouraging equitable management of Salmon escapement. That language will be available prior to the November AML meeting once the draft Policy Statement is published. The evening was the AML Bethel Reception with comments from the Mayor and various current and past state legislators.

Day 3: Thursday AML (Alaska Municipal League) (16th) 8AM-Noon

Committee sessions concerning AML legislative policy were held on Thursday morning. I chaired the Public Works and Infrastructure committee, and the resulting language was reported out to the full body late morning. Again, the Policy Statement will be available prior to the November AML meeting. I flew back to Anchorage on Thursday afternoon.

All evenings were devoted to e-mail and other city business.



City of Cordova,
Office of the City Clerk
Cordova, AK 99574
602 Railroad Avenue * PO Box 1210

Phone: 907.424.6248
Fax: 907.424.6000
Cell: 907.253.6248
E-mail: cityclerk@cityofcordova.net

CITY CLERK'S REPORT TO COUNCIL

September 19, 2012 Regular Council Meeting

Date of Report: September 13-14, 2012

Things I need feedback on:

- I have heard from One Council Member – you still have time – let me know if interested - The AML Conference is November 14-16 at the Captain Cook in Anchorage, please advise if you are interested in attending – I should reserve rooms and buy tickets NOW! Speak up at the meeting or email me with your request for travel (ferry/fly/hotel choice/dates) please see AML website for Conference schedule http://akml.org/Annual_Conference.html

Things I have been working on:

- Signed paychecks/other AP checks
- Prepared agendas and packets for public hearing, regular mtg and work session on September 19, 2012
- Responded to varied requests from the public, mortgage companies, banks, in re assessed values, mill rates, taxes owing, etc.
- Hired a new Deputy Clerk – Tina Hammer will begin work with the City soon– yea!!
- In the absence of the Deputy Clerk I have been handling all of the minutes, property taxes and records requests
- I hope to attend AAMC conference in conjunction with AML – November 10 – 14
- Worked with Council member Reggiani on Ordinance 1098
- Passed on the MOA with DoT for Whitshed Pedestrian/Bike pathway to City Attorney as was directed at last Council meeting, awaiting review from Attorney
- Reported to ABC Board Council action to waive right to protest liquor license transfers for Anchor Bar and Liquor Store
- Relayed message to Mayor in re TV Series “Today in America” with Terry Bradshaw; interview requested for a segment entitled “America's Emerging Best Places to Live, Work, Play & Visit”
- Wrote letter of support as directed to for NVE project for CRH bicycle path
- Worked with Attorney and Finance on Butler hearing scheduled for Monday September 17



August 3, 2012

To: City Manager Mark Lynch
City of Cordova
PO Box 1210
Cordova, AK 99574

Re: Prince William Sound Science Center Development Proposal

The Board of Directors of the Prince William Sound Science Center (the Science Center) and I respectfully submit to you our offer for fee simple purchase of land parcels sufficient to support expanded development needs of our 501(c)3 non-profit corporation. Our proposal is consistent with City Resolution 2-95-13, in which the City of Cordova designated a portion of Tidewater Development Park as a Special Economic Development Zone whereby the city committed to fulfill the Science Center's facilities expansion needs.

Given an analysis of our current use of facilities within Cordova and our need to expand our facilities to support another 25 years of robust research and education programming, we propose fee simple purchase of the following parcels:

- 1) Lot 1, Block 1, Cordova Industrial Park
- 2) A portion of ATS 220 (adjacent to Lot 1, Block 1)
- 3) A portion of Lot 2, Block 7A, Tidewater Development Park
- 4) A portion of Lot 1, Block 7A, Tidewater Development Park

Our needs exceed the capacity of the buildings we currently occupy; with the support of the City of Cordova, we will launch a capital campaign to support our development plans.

Please see the documentation that accompanies this letter for the following:

- 1) Current land and facility uses
- 2) Necessary infrastructure
- 3) Parcel purchase proposal
- 4) Development benefits to the community
- 5) Corporate commitment to community development

We look forward to working with you on this exciting initiative that will benefit both the Prince William Sound Science Center and the City of Cordova.

Best regards,



Katrina Hoffman
President and CEO
Prince William Sound Science Center
khoffman@pwssc.org



Eric Knudsen
Chairperson
Board of Directors
Prince William Sound Science Center
eericknudsen@gmail.com

cc: Mayor Jim Kallander, David Allison, Robert Beedle, Bret Bradford, E.J. Cheshier, James Kasch, David Reggiani



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

CITY OF CORDOVA

Office of City Manager

September 7, 2012

Katrina Hoffman
President and CEO
Prince William Sound Science Center

Re: Ongoing land negotiations

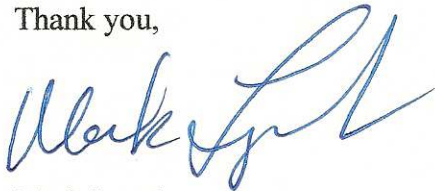
Dear Katrina,

After further review of the proposal you sent to the City dated August 3, 2012 it is clear that parts of the proposal are not in accord with existing agreements and parts are not within the scope of negotiation that Council authorized me to conduct. Here is my itemized response.

- Item #1 is lot 1, block 1, Cordova Industrial Park. The City and PWSSC already have an existing agreement in place concerning this property, and the City expects PWSSC to abide by the terms of the existing lease/purchase agreement.
- Item #2 is a portion of ATS 220. Since this is a new purchase proposal from PWSSC it would need to go through the process set forth in CMC 5.22. If it is your intent to propose a purchase of this land, please submit a separate letter for this specific property and I will start it through the land disposal process.
- Item #3 is your current facility. I have been authorized to negotiate a new lease, not a sale of the property. All land disposals must go through the process set forth in CMC 5.22. As with item #2, if it is your intention to purchase the facility would need to be submitted as a separate purchase proposal as set forth in CMC 5.22. If you would like to continue negotiations concerning a new lease, please provide a proposed lease amount and the basis on which the amount was calculated.

- Item #4. This is the parcel that is currently being filled adjacent to your current location, and is the parcel that Council authorized me to negotiate with PWSSC concerning a purchase. I have previously set forth the method by which I arrived at the value of \$754,000 for the property (letter dated May 23, 2012). I do not see a counter proposed purchase price from PWSSC. Please advise what your proposed purchase price is, and provide a basis for the value of your offer.

Thank you,

A handwritten signature in blue ink, appearing to read "Mark Lynch". The signature is fluid and cursive, with a large initial "M" and "L".

Mark Lynch
City Manager
City of Cordova, Alaska



Regional Citizens' Advisory Council / "Citizens promoting environmentally safe operation of the Alyeska terminal and associated tankers."

In Anchorage: 3709 Spenard Road / Suite 100 / Anchorage, Alaska 99503 / (907) 277-7222 / FAX (907) 277-4523
In Valdez: P.O. Box 3089 / 130 South Meals / Suite 202 / Valdez, Alaska 99686 / (907) 834-5000 / FAX (907) 835-5926

MEMBERS August 27, 2012

SUBJECT: PWSRCAC Project Planning Request

Alaska State
Chamber of
Commerce

Mayor Jim Kallander
City of Cordova
PO Box 1210
Cordova, AK 99574

Alaska Wilderness
Recreation & Tourism
Association

Chugach Alaska
Corporation

City of Cordova

City of Homer

City of Kodiak

City of Seldovia

City of Seward

City of Valdez

City of Whittier

Community of
Chenege Bay

Community of
Tatitlek

Cordova District
Fishermen United

Kenai Peninsula
Borough

Kodiak Island
Borough

Kodiak Village Mayors
Association

Oil Spill Region
Environmental
Coalition

Port Graham
Corporation

Prince William Sound
Aquaculture
Corporation

The Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) is an independent non-profit corporation whose mission is to promote environmentally safe operation of the Valdez Marine Terminal and associated tankers. Our work is guided by the Oil Pollution Act of 1990 and our contract with Alyeska Pipeline Service Company. Our mandate includes, but is not limited to: monitoring the environmental impacts of the terminal facilities and the tankers that use it; reviewing respective oil spill prevention and response contingency plans; monitoring drills and exercises; studying wind, water currents and other environmental factors; reviewing new technological developments or changed circumstances; providing advice and recommendations to industry and regulators on any findings coming from the above mentioned tasks; and broadly representing our constituents in the region affected by the Exxon Valdez oil spill of 1989.

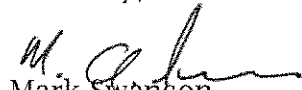
The PWSRCAC Board of Directors has adopted a Strategic Plan intended to provide a five-year framework to guide the development of our annual work plans and budgets. Our Board of Directors is currently working to update the Strategic Plan to cover the years 2013 through 2017 and we invite your suggestions for projects that would support our mission. This plan builds upon the extensive foundations and work that our council has accomplished throughout its twenty years of operations and evolution. **Please submit suggestions no later than October 1, 2012.** Please include a brief statement on as many as possible of the following criteria:

- 1) Goals and objectives of the proposed project
- 2) Relevance to the PWSRCAC mission
- 3) Benefit to PWSRCAC constituents
- 4) Probability of success
- 5) Anticipated cost

There are many avenues through which we strive to achieve our mission of promoting environmentally safe operation of the Alyeska terminal and associated tankers. One is to foster collaborative partnerships involving industry, government agencies and citizens. We have learned that such partnerships lead to good policies, better response capabilities, safer transportation of oil, and improved environmental protection.

Our Board of Directors will evaluate current projects and proposed new projects based on the above criteria, and a five-year project schedule will be developed. We appreciate you taking the time to provide suggestions to help in achieving those goals on behalf of the citizens we represent. Joint projects help to generate a cooperative spirit of shared problem solving, leading to common ground, increasing understanding of the issues of importance, and often to achieving incremental improvements in the safety of oil transportation.

Sincerely,



Mark Swanson

Executive Director

September 6, 2012

Mayor Kallander and Council Members,

I would like to address my concern with an action taken at the September 5, 2012 City Council meeting regarding the Cordova Health Care Housing Development and the hiring of Mr. John. W. Bitney to secure grant funding. My frustration is with the Mayor of Cordova and Council Members hiring Mr. Bitney without sharing the information in which your decision was based on, or explaining why you are going down this path. I would appreciate a copy of this information to help me understand Council's decision. Here are some of the questions and concerns I have:

- number of units currently being rented
- how many landlords are under contract for these units
- size of units, i.e., one, two or three bedroom
- cost per unit
- what is provided per unit, i.e., heat, electrical, garbage, sewer, water, etc.
- what size units are needed for the medical staff
- how many units are required
- housing coordinator contact for CCMC
- cost analysis of the City owning the property versus renting these units, including the cost of property tax, utility tax, sales tax, snow removal cost, maintenance and upkeep, loss of jobs and income in the private sector
- were there inquiries made about other units being provided more in line with the hospital needs and costs
- was this discussed with the City Planner
- has City property been set aside for this use

Over the past ten years I've contacted the hospital regarding their housing needs. The first response from staff was they were going to get away from hiring traveling nurses and quit renting properties. The second response a few years later was they have all the housing units they need. Again no one asked about cost or what I was willing to provide. The third time I inquired, roughly six months ago, I was told they were interested and would like to see what I was offering, but I was never contacted after that. Now you can understand my frustration when you talk about housing shortages and high costs.

Has there been discussion regarding the communities reaction to the City purchasing and maintaining another building, off the tax rolls, while the Civic Center is still unfinished and underfunded?

Your response to these concerns would be appreciated.

Tom Bailer

A MEMO FROM SUSAN BOURGEOIS, CITY CLERK

DATE: September 13, 2012
TO: Mayor & City Council
SUBJECT: Ordinance 1098

The City Council has met two times with the School Board in joint work sessions to discuss the Cordova Municipal Code section 3.36. After two productive meetings, Council member **Reggiani** revised the Code section using discussions, notes and suggestions from the work sessions into what appears before you tonight as Ordinance 1098.

RECOMMENDED MOTION: Move to adopt Ordinance 1098.

REQUIRED ACTION: Majority voice vote.

ORDINANCE 1098

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING CORDOVA MUNICIPAL CODE CHAPTER 3.36 TO CLARIFY THE AUTHORITY AND RESPONSIBILITIES OF THE SCHOOL BOARD

WHEREAS, the City of Cordova (“City”) is responsible to provide for a system of public schools for the municipality; and

WHEREAS, the system of public schools for the municipality is operated by a board of education (“School Board”); and

WHEREAS, two joint work sessions between the City Council and School Board were held to clarify the authority and responsibilities of the School Board regarding the maintenance and leases of the City-owned school buildings; and

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

Section 1. Cordova Municipal Code Chapter 3.36 is amended to read as follows:

Chapter 3.36 - ~~SCHOOL BOARD~~ PUBLIC SCHOOLS

3.36.010 – Public school system.

The system of public schools for the municipality shall be operated by a board of education, pursuant to law, except as otherwise provided by the Charter.

~~3.36.0210 – Existing board to continue~~ Board of education.

- a) The board of education shall be composed of five members or such number required of home rule municipalities by law.
- b) Board members shall be elected at large by the qualified voters of the municipality at regular municipal elections. A school board member shall serve a three-year term and shall remain a resident of Cordova while in office.
- c) The term of office of board members shall begin immediately following certification of the election.
- d) A person who has served on the school board for two consecutive three year terms will not be eligible to hold that office until the regular election in the year following the year in which that person’s second consecutive term expired.

~~The existing school board, composed of five members, who are and shall be qualified voters of the city, shall continue to serve and hold office in the manner hereinafter specified.~~

~~3.36.020 – Members – Terms of office.~~

~~The present members of the school board shall continue to serve as such members for the terms for which they have been elected. All members now serving shall hold office until their successors are elected and qualified to serve. The term of office of any member elected shall be three years.~~

3.36.030 - Vacancy—Declaration of candidacy.

Any qualified city voter may be a candidate for the school board of the Cordova public schools, pursuant to law, by filing, not more than eight weeks nor less than four weeks prior to the election, with the city clerk, a sworn declaration of his/her candidacy. ~~(Alaska Statute 14.12.080 expressly requires that school board members must have the same qualifications as are necessary to be a municipal voter; code Section 2.08.010 requires that municipal voters be eighteen years of age as set out in Article V State Constitution.)~~

3.36.040 - Vacancy—Method of filling.

Candidates for member of the school board shall file for office in the same manner as candidates for mayor may file now or hereafter, and the members of the school board shall be elected in the same manner as the mayor is elected now or may be elected hereafter. Vacancies in the school board shall be filled by the board until the next regular election, when a member shall be elected to serve the rest of the unexpired term in the same manner that a mayor is now or may hereafter be elected to serve the rest of an unexpired term.

3.36.050 - Members—Oath.

Before entering upon the discharge of their duties, each member of the board shall take and subscribe an oath to faithfully perform the duties of such office, in the manner provided by ordinance as to officers of the city.

3.36.060 - Powers and duties generally.

The school board shall have and exercise such powers and duties as provided by law.~~conferred upon it by this code and the state laws relating to a "City School District" as defined in Section 14.12.010(1) Alaska Statutes. The board shall constitute and shall exercise such powers as granted by the state laws.~~

3.36.070 - Superintendent.

The school board shall employ a superintendent who shall have the active management of city schools, subject to the laws of the state, ordinances of the City, and the supervision of the board.

3.36.080 - Budget.

- a) Upon submission to the board by the superintendent, the school budget shall be a public record available for public inspection and for distribution. The board shall hold a public hearing on the school board budget before approval and submission to the city council for final action.
- b) The board shall submit the annual budget for the following school year to the city council by November 1 of the current year for approval of the total amount. Within 30 days after receipt of the budget, the city council shall determine the amount to be made available from local sources for school purposes, and shall furnish the board with a statement of the sum to be made available. If the city council does not, within 30 days, furnish the board with a statement of the sum to be made available, the amount requested in the budget is automatically approved. By January 1, the city council shall appropriate the amount to be made available from local sources from money available for the purpose.

3.36.090 – School maintenance.

- a) The board shall provide custodial services, routine maintenance and repair, and walkway snow removal for the city-owned school buildings and shall provide employees for these purposes. Routine repairs shall be all repairs of less than \$5,000 for a specific individual item or project.
- b) The city council shall provide insurance, major maintenance and all rehabilitation, repair and construction, water/sewer/refuse services, and snow removal from buildings and grounds for the city-owned school buildings. Major repairs shall be all repairs of more than \$5,000 for a specific individual item or project.

3.36.100 – Joint conference.

The city council and board shall meet jointly at least twice a year a public meetings to coordinate financial planning, capital improvement needs, the comprehensive plan, and other matters of mutual concern.

3.36.110 – School facility leases

Leases of the city-owned school buildings under board management with a term of 30 consecutive days or more shall be in accordance with CMC 5.22.

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: September 19, 2012
2nd reading and public hearing: October 3, 2012

PASSED AND APPROVED THIS 3rd DAY OF OCTOBER 2012.

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Memorandum

To: Cordova City Council
From: Samantha Greenwood, City Planner
Date: 9/17/2012
Re: Site Plan Review – Trident Seafood Inc.

PART I. GENERAL INFORMATION

Requested Actions: Site Plan Review Approval
Applicant: Kurt Esveldt
Owners Name: Trident Seafoods Corporation
Address: 211 Jim Poor Avenue
Parcel Number: 02-060-213 & 215
Zoning: Waterfront Industrial District
Lot Area: 36,000 Square Feet combined total of both lots

Attachment

City Council Resolution 09-12-43

PART II. BACKGROUND

Trident Seafoods submitted a site plan to construct 2 separate three story bunkhouses to ensure the ability to provide on-site housing for their seasonal employees. The bunkhouse adjacent to Jim Poor Avenue will be 133' by 53' three stories tall and the second building will be 68' by 48'. These buildings will be built on Lots 7 & 8, Block 1, Cordova Industrial Park. Planning and Zoning reviewed and approved the site plan at the September 17, 2012 meeting.

PART III. STAFF RECOMMENDATION

Staff recommends that the City Council **APPROVE** the site plan presented by Trident Seafoods for the construction of 2 separate three story bunkhouses.

PART IV. SUGGESTED MOTION

"I move that the City Council approve Resolution 09-12-43"

**CITY OF CORDOVA, ALASKA
RESOLUTION 09-12-43**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, APPROVING A SITE PLAN FOR TRIDENT SEAFOODS INC. FOR CONSTRUCTION OF 2 SEPARATE THREE STORY BUNKHOUSES ON LOTS 7 AND 8 OF THE CORDOVA INDUSTRIAL PARK; THE BUNKHOUSE ADJACENT TO JIM POOR AVENUE WILL BE 133' BY 53' AND THE SMALLER BUNKHOUSE WILL BE 68' BY 48'.

WHEREAS, Trident Seafoods Inc. has submitted a site plan proposal for placement of two three story bunkhouses which will be 133' by 53' and 68' by 48'; and

WHEREAS, the Planning and Zoning Commission, at its meeting held on September 17, 2012, reviewed the subject proposal and found it to be consistent with current zoning laws; and

WHEREAS, the Planning and Zoning Commission approves the site plan review with these special conditions in place:

1. The Planning Department must be in receipt of a Site Plan approval from the Division of Fire and Life Safety prior to the issuance of a Building Permit
2. Trident will consult with the City Public Works Department about the water and sewer services and provide a Water Sewer Connection Permit to the Planning Department prior to the issuance of a Building Permit
3. Trident will provide 10 additional parking spaces for use by bunkhouse residents on Lots 7 and 8. This parking requirement will remain in effect for the duration of the building's use as a bunkhouse. If the use of the building changes parking requirements per CMC18.48 will be enforced.

WHEREAS, the Planning and Zoning Commission recommends that the City Council approve the site plan and special conditions.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby approves the site plan for Trident Seafood Inc. for construction of 2 separate three story bunkhouses on lots 7 and 8 of the Cordova Industrial Park. The bunkhouse adjacent to Jim Poor Avenue will be 133' by 53' and the smaller bunkhouse will be 68' by 48.

PASSED AND APPROVED THIS 19th DAY OF SEPTEMBER, 2012.

James Kallander, Mayor

ATTEST:

Susan Bourgeois, City Clerk

Pending agenda:

Capital Priorities List Meeting –December 2012, March 2013, June 2013, September 2013

Budget Work Sessions:	10/3/12	Revenues
	10/17/12	CM submits draft budget to Council
	11/1/12	Fees and Revenues
	11/6, 7, 8/12	Expenses
	11/20/12	Finalize budget (if necessary)

Alaska Municipal League Conference – November 12 – 16, Anchorage

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, Dan Logan, Mark Lynch, Sam Greenwood, Moe Zamarron, Dave Reggiani, Cathy Sherman

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

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

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

E-911 Committee: Chief Bob Griffiths – Chairman, Bret Bradford, Gray Graham, Dick Groff, Mike Hicks (and/or Paul Trumblee), David Allison, George Covell

Calendars: 3 months’ of calendars are attached hereto

September 2012; October 2012; November 2012

September 2012

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

October 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib	1	2	3 6:30 bdgt wksn LMR 7:15 pub hrg LMR 7:30 reg mtg LMR	4	5	6
7	8	9 P&Z Commission Mtg 7pm CH	10 Sch Bd 7pm HSL Hrbr Cms 7pm CH	11	12	13
14	15	16	17 6:30 bdgt wksn LMR 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	18 Alaska Day—City Hall Offices Closed	19	20
21	22	23	24	25	26	27
28	29	30	31 2012 2nd half prop taxes due			Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib

November 2012

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib				1 6:30 bdgt wksn LMR	2	3
4	5	6 6:30 bdgt wksn LMR	7 6:30 bdgt wksn LMR 7:15 pub hrg (maybe) LMR	8 6:30 bdgt wksn LMR	9 —Clrk @ AAMC Conf—	10 —Clrk @ AAMC Conf—
11 —Clrk @ AAMC Conf—	12 Veteran’s Day—City Hall Offices Closed —Clrk @ AAMC Conf— —-AML Conf—	13 P&Z Commission Mtg 7pm CH —Clrk @ AAMC Conf— —-AML Conf—	14 Sch Bd 7pm HSL Hrbr Cms 7pm CH —Clrk @ AAMC Conf— —-AML Conf—	15 —Clrk @ AAMC Conf— —-AML Conf—	16 —-AML Conf—	17
18	19	20 6:30 bdgt wksn LMR (if necessary)	21 7:15 pub hrg (maybe) LMR 7:30 reg mtg LMR	22 Thanksgiving—City Hall Offices Closed	23 Thanksgiving—City Hall Offices Closed	24
25	26	27	28 7pm spec mtg LMR	29	30	Location Legend CH—City Hall Conference Room LMR—Library Meeting Room HSL—High Sch Lib