

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

**CITY COUNCIL PUBLIC HEARING
SEPTEMBER 19, 2012 @ 7:15 PM
LIBRARY MEETING ROOM**

AGENDA

A. CALL TO ORDER

B. ROLL CALL

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

C. PUBLIC HEARING

- 1. 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
- 2. 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

D. ADJOURNMENT

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

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

Memorandum

To: City of Cordova City Council
From: Sam Greenwood, City Planner
Date: 9/12/2012
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

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: 9/12/2012
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