<u>Chair</u>

Nancy Bird

Vice Chair

Mark Hall

Commissioners

Tom McGann John Baenen Chris Bolin

Trae Lohse Sarah Trumblee

City Planner

Leif Stavig

PLANNING COMMISSION REGULAR MEETING APRIL 13, 2021 AT 6:45 PM CORDOVA CENTER COMMUNITY ROOMS A & B

AGENDA

1	CATT	$T \cap$	ORDEF)
1.	CALL	$1\mathbf{U}$	UNDER	۱

2. ROLL CALL

Chair Nancy Bird, Commissioners Tom McGann, John Baenen, Chris Bolin, Trae Lohse, Mark Hall, and Sarah Trumblee

		3. APPROVAL OF AGENDA	
4.	AF	PPROVAL OF CONSENT CALENDAR	
	a.	Record excused absence for Tom McGann from the February 18, 2021 Regular Meeting	
	b.	Record excused absence for John Baenen from the March 9, 2021 Regular Meeting	
		Minutes of March 9, 2021 Public Hearing	Page 2
	d.	Minutes of March 9, 2021 Regular Meeting	Page 3
	e.	Minutes of March 19, 2021 Special Meeting	
5.	DI	SCLOSURES OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATIONS	J
6.	CO	ORRESPONDENCE	
7.	CO	OMMUNICATIONS BY AND PETITIONS FROM VISITORS	
	a.	Guest Speakers	
	b.	Audience comments regarding agenda items (3 minutes per speaker)	
8.	PL	ANNER'S REPORT	Page 11
9.	NE	EW/MISCELLANEOUS BUSINESS	
	a.	Final Plat Approval for Thorne Lake Estates	
	b.	Proposal for Eastern Half of Lot 3, Block 17, Original Townsite	Page 16
	c.	Letter of Interest for Tract 8A, Group C, ASLS 73-35	Page 49
	d.	Resolution 21-03 – Support for BUILD Grant	Page 87
		A resolution of the Planning Commission of the City of Cordova, Alaska supporting the Better	
		Utilizing Investments to Leverage Development (BUILD) grant application to improve and	
		upgrade the Cordova South Harbor	
	e.	Resolution 12-04 – Support for EDA Grant	0
		A resolution of the Planning Commission of the City of Cordova, Alaska supporting an Econom	
		Development Administration (EDA) grant application to improve and upgrade the Cordova Sou	th
	0	Harbor	
	f.	Resolution 12-05 – Support for PIDP Grant	Page 92
		A resolution of the Planning Commission of the City of Cordova, Alaska supporting the Port	
		Infrastructure Development Program (PIDP) grant application to improve and upgrade the	
		Cordova South Harbor	D 02
	g.	Resolution 12-06 – Adopting Historic Buildings Survey Plan	Page 93
		A resolution of the Planning Commission of the City of Cordova, Alaska adopting a Historic	
1 N	DE	Buildings Survey Plan as an attachment to the City's Comprehensive Plan	Daga 157
IU		ENDING CALENDAR April 2021 Calendar	
		May 2021 Calendar	
11		UDIENCE COMMENTS	rage 159
		OMMISSION COMMENTS	
		DJOURNMENT	
-0			
	It	f you would like to participate telephonically please contact the Planning Department for ca	II-1N

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information.

PLANNING COMMISSION PUBLIC HEARING MARCH 9, 2021 AT 6:30 PM ELECTRONIC MINUTES

1. CALL TO ORDER

Chair *Nancy Bird* called the Planning Commission Public Hearing to order at 6:30 PM on March 9, 2021 held electronically and open to the public.

2. ROLL CALL

Present for roll call were Chair Nancy Bird and Commissioners Tom McGann, Chris Bolin, Trae Lohse, Mark Hall, and Sarah Trumblee. John Baenen was absent.

Also present was City Planner Leif Stavig.

Three people from the public were in attendance.

3. PUBLIC HEARING

- a. Final Plat Approval for Cannery Row Addition 1
- b. Final Plat Approval for Scott Subdivision
- c. Final Plat Approval for Pettingill Subdivision

Greg Meyer said that his subdivision was one they prepared years ago to parcel out lots from the larger lot. It looks complicated, but it is self-explanatory.

M/McGann S/Bolin to recess until 6:44 PM. With no objection, the hearing was recessed.

The Public Hearing came back to order at 6:44 PM.

4. ADJOURNMENT

M/Hall S/McGann to adjourn the Public Hearing at 6:45 PM. With no objection, the meeting was adjourned.

Approved:	
Nancy Bird, Chair	
Leif Stavig, City Planner	

PLANNING COMMISSION REGULAR MEETING MARCH 9, 2021 AT 6:45 PM ELECTRONIC MINUTES

1. CALL TO ORDER

Chair *Nancy Bird* called the Planning Commission Regular Meeting to order at 6:45 PM on March 9, 2021 held electronically and open to the public.

2. ROLL CALL

Present for roll call were Chair Nancy Bird and Commissioners Tom McGann, Chris Bolin, Trae Lohse, Mark Hall, and Sarah Trumblee. John Baenen was absent.

Also present was City Planner Leif Stavig.

Five members of the public were in attendance.

3. APPROVAL OF AGENDA

M/McGann S/Hall to approve the agenda.

Upon voice vote, motion passed 6-0.

Yea: Bird, McGann, Bolin, Lohse, Hall, Trumblee

Absent: **Baenen**

4. APPROVAL OF CONSENT CALENDAR

a. Minutes of February 18, 2021 Regular Meeting

M/McGann S/Hall to approve the consent calendar.

Upon voice vote, motion passed 6-0.

Yea: Bird, McGann, Bolin, Lohse, Hall, Trumblee

Absent: Baenen

5. DISCLOSURES OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATIONS

Lohse said that he was developing a lot at the end of Gandill Drive near the Pettingill Subdivision. He doesn't see it as a conflict, but wanted to disclose it. **Bird** said that his property was beyond the 300 feet where notification of the subdivision was sent.

6. CORRESPONDENCE

Bird said there were two letters: from the **Songers** and **Wolfgang Hagmuller**.

7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

- a. Guest Speakers
- b. Audience comments regarding agenda items

8. PLANNER'S REPORT

Stavig said there was one proposal to the RFP. The Planning Conference went well. Planning Commissioner's training will have a recording available at some point, and the second part will be at some point in the future. He thanked the commission for being good and efficient at dealing with things that come up and they are a diverse group that is a great representation of the community.

9. NEW/MISCELLANEOUS BUSINESS

a. Final Plat Approval for Cannery Row Addition 1

M/McGann S/Bolin to recommend to City Council to approve the final plat request for Cannery Row Addition 1.

McGann said there were many large parcels in town with multiple buildings. If an applicant is willing to go through the motions to clean it up, he is all for it. **Hall** had several minor corrections to be made before plat gets printed and signed:

- Should have "Error of Closure" note.
- Monument symbols should be cleaned up.
- Update Legend.
- Two bearing & distance adjustments.
- Notary block for each owner.
- Revise "Cordova City" to "City of Cordova."

Hall noted that he had no issues with the plat itself, he thought it was a great plat. *Stavig* said that in terms of process, the commission is making a recommendation to approve; City Council will ultimately approve the plat with a resolution which allows for minor corrections or adjustments. All of the changes noted by *Hall* will be made.

Upon voice vote, motion passed 5-0.

Yea: Bird, McGann, Bolin, Hall, Trumblee

Absent: Baenen, Lohse

b. Final Plat Approval for Scott Subdivision

MHall S/Trumblee to recommend to City Council to approve the final plat request for Scott Subdivision.

Hall had several minor corrections to be made before plat gets printed and signed:

- Monument symbols should be cleaned up.
- Update Legend.
- Add Terminal Access Road is Plat 2005-6 CRD.
- Verify if utility easement is part of access easement or separate.
- Add PO Box number to owner info.
- Add two lines in title block.
- Revise "Cordova City" to "City of Cordova."

Hall said there was an issue with a deeded parcel in the northeast corner of the property that is not shown on the plat. He said it should be changed before it goes to City Council. *Stavig* said he has

spoken to the surveyor about this, and the surveyor was waiting for the Certificate to Plat, but he is comfortable telling the surveyor to make that change now.

M/McGann S/Hall to amend the motion by adding a condition that the parcel in the northeast corner of the property be added to the plat.

Upon voice vote, amendment passed 6-0.

Yea: Bird, McGann, Bolin, Lohse, Hall, Trumblee

Absent: **Baenen**

Upon voice vote, main motion passed 6-0.

Yea: Bird, McGann, Bolin, Lohse, Hall, Trumblee

Absent: **Baenen**

c. Final Plat Approval for Pettingill Subdivision

M/McGann S/Hall to recommend to City Council to approve the final plat request for Pettingill Subdivision.

McGann said there was two correspondences he hasn't had the chance to digest. He is not familiar with this area and wanted to do a site visit as they have done it in the past. **Hall** said that the plat meets City Code. Since there are not any dedications of city right of ways, the city doesn't have the ability to control construction of roads in the subdivision. The private property owner would have to obtain all of the required permits. The original subdivision happened when the area was outside city boundaries.

Hall had several minor corrections to be made before plat gets printed and signed:

- Verify what monuments were recovered (none shown). Also verify what monuments are/will be set.
- Update Legend.
- Verify that a rebar with a 2" cap is a "Primary" monument. Change "Typical Primary Monument" to "Typical Monument Set"
- Add existing adjoining easement information. See Plat 80-1.
- Add PO Box number to owner info.
- Add two lines in title block.
- Revise "Cordova City" to "City of Cordova."

Hall said that this area was in the Unrestricted District, so there is little the city can require. **Bird** said that is sounds like everyone is in agreement for a site visit. Perhaps they can look at options that allow the property owner to develop that doesn't hurt other private property and is sensitive to the environment.

Stavig said that he did want to keep the approval moving forward, as someone did submit an application and the commission needed to deal with the matter timely to get it to the City Council. **Stavig** said a site visit would be more of an observational time versus a discussion on site, due to open meetings requirements.

M/McGann S/Bolin to refer the item back to staff.

Yea: Bird, McGann, Bolin, Lohse, Hall, Trumblee

Absent: **Baenen**

d. Letter of Interest from USDA Forest Service for the "Forest Service Dock and Marine Warehouse"

M/Hall S/Bolin to recommend to City Council to dispose of a 1,120 square foot portion of tidelands on Lot 3, Block 7a, Tidewater Development Park over which there are improvements commonly referred to as the "Forest Service Dock and Marine Warehouse" as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with the Forest Service to lease or purchase the property.

Hall said they almost approved it before. The Harbor Commission put their concerns in a resolution that will move forward. The Forest Service submitted a letter of interest, and they only have five options: the four listed in code, or to deny disposing of it. Due to the improvements on the property, the only reasonable thing to do is direct negotiation. The City Manager knows what is going on since she was at the Harbor Commission meeting, and there are legal issues that haven't been dealt with yet.

McGann said this was the only way forward. He appreciates Shoreside's efforts, but thinks they are a ways out from that. The Forest Service has said they are willing to be flexible and pay fair market value. **Trumblee** said that she thought there was a way forward with all three: city, Forest Service, and Shoreside. **Lohse** said the Harbor Commission resolution was clear and it was interesting that this lease has been brought up several times in the past.

Upon voice vote, motion passed 6-0.

Yea: Bird, McGann, Bolin, Lohse, Hall, Trumblee

Absent: **Baenen**

e. Resolution 21-01 – 2021 Land Disposal Maps

A resolution of the Planning Commission of the City of Cordova, Alaska recommending the City Council of the City of Cordova, Alaska adopt the 2021 Land Disposal Maps

M/Hall S/Bolin to approve Resolution 21-01.

Hall said the Harbor Commission shifted the 'Available' portion to the east in the shipyard. **McGann** said there would have to be a Site Plan Review for that area where they could provide additional comments.

Upon voice vote, resolution passed 6-0.

Yea: Bird, McGann, Bolin, Lohse, Hall, Trumblee

Absent: Baenen

f. Letter of Interest from Dutch Marine Industries, LLC for a Portion of Tract 1A of the Ocean Dock Subdivision #2

M/Bolin S/McGann to recommend to City Council to dispose of a portion of Tract 1A, Ocean Dock Subdivision #2 as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with Dutch Marine Industries, LLC to lease or purchase the property.

Bolin said that it was good for the town. Part of the Comprehensive Plan was about industry like this which supports the fleet. The Harbor Commission was on board with this as well. **McGann** said they will have a chance to look at it with the Site Plan Review; they don't want another disaster like there was in the past. **Lohse** thought it was a great use of the area and had the same concerns. **Hall** thought it was a great use of the area. **Trumblee** was in support; her only concern was whether it could structurally withstand the weather in the area.

Upon voice vote, motion passed 6-0.

Yea: Bird, McGann, Bolin, Lohse, Hall, Trumblee

Absent: Baenen

10. PENDING CALENDAR

Stavig said he would schedule a Special Meeting, and there would definitely be a Regular Meeting next month.

11. AUDIENCE PARTICIPATION

Mark Frohnapfel said he was looking forward with working with the city to find a place in the harbor.

Steve Namitz thanked the commission. The Forest Service has been in the community since 1907 and has collaborated with the city on many projects and looks forward to doing so in the future.

Kasandra, with DMI, thanked the commission.

Greg Meyer thanked the commission.

12. COMMISSION COMMENTS

Bolin thanked the commissioners for their time and the public for involvement.

Trumblee thanked *Stavig* for putting everything together and appreciated *Hall's* comments about the plats; that helps her learn.

Hall said that the subdivisions show some of the weaknesses in the current City Code.

13. ADJOURNMENT

M/McGann S/Hall to adjourn the Regular Meeting at 7:52 PM. With no objection, the meeting was adjourned.

Approved:
Nancy Bird, Chair
Leif Stavig, City Planner

PLANNING COMMISSION SPECIAL MEETING MARCH 19, 2021 AT 5:00 PM ELECTRONIC MINUTES

1. CALL TO ORDER

Chair *Nancy Bird* called the Planning Commission Special Meeting to order at 5:00 PM on March 19, 2021 held electronically and open to the public.

2. ROLL CALL

Present for roll call were Chair *Nancy Bird* and Commissioners *Tom McGann*, *Trae Lohse*, *Mark Hall*, and *Sarah Trumblee*. *John Baenen* and *Chris Bolin* were absent.

Also present was City Planner Leif Stavig.

Three members of the public were in attendance.

3. APPROVAL OF AGENDA

M/McGann S/Hall to approve the agenda.

Upon voice vote, motion passed 5-0.

Yea: Bird, McGann, Lohse, Hall, Trumblee

Absent: Baenen, Bolin

4. DISCLOSURES OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATIONS

McGann said he got a call from **Greg Pettingill**. He tried to explain open meetings to him. **Bird** said she had a call as well and told him to come to the meeting. **Lohse** said he did as well. **Stavig** said the exparte concerns were about information shared outside of meetings, which didn't occur in this case.

5. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

a. Guest Speakers

b. Audience comments regarding agenda items

Wolfgang Hagmuller said he found a letter from 2000 from the Environmental Protection Agency, which he provided for the permanent record. It was about a road that was put in and flooded his lot. With the city raising the surface of the road, there is not good drainage. There are salmon in the pond and Fish and Game has looked at it. There is no drainage plan for the whole area, which has been built up.

Bill Howard, 165 Eyak Drive, said the drainage in the area was a problem. He can dig four feet and get to groundwater. The drainage should be addressed as part of the subdivision. Eyak Drive is already a very busy road since there are over 40 houses.

Joan Songer, 140 Eyak Drive, said she was concerned about drainage. A lot of people have shallow wells. They had good water until Ginko Drive went in.

Richard Bingham, 180 Eyak Drive, said he had concerns about drainage and the groundwater. He isn't opposed to the development as he thinks there does need to be more developable property.

Brent Songer said that when Ginko Drive went in, the drinking water got bad. He is also concerned about the additional traffic.

6. UNFINISHED BUSINESS

a. Final Plat Approval for Pettingill Subdivision

M/*Trumblee* S/*Lohse* to recommend to City Council to approve the final plat request for Pettingill Subdivision.

Stavig said that when he received the application for the subdivision, he did a site visit from all sides of the property, but ultimately the aerial photo was really the best way to look at the property. The subdivision isn't creating a road to become a city road; it is a subdivision of lots which may cause future development.

Stavig said the plat contains notes for the flood hazard area, the water and sewer, wetlands, and Fish and Game. This is a classic planning issue where the subdivision of land is the first step in a longer process. With all of the proper permits, the area could be developed without a subdivision. Trumblee asked why the note said that an Army Corp permit "may" be required. Stavig said he can't make that determination. Hall said that it is a big area and there may be places that will require a permit, and there may be areas that may not. Stavig said that any development will have to follow all local, state, and federal laws; he cannot speak to any other agency requirements. A useful comparison would be out Whitshed Road past city limits, which has been subdivided extensively. Property owners still must abide by all permitting requirements and regulations in order to develop their property.

Lohse said that as far as development concerns go, since the property is currently private property, they could develop the property right now. McGann said if there was going to be a city road, it would have to meet city requirements and would go through a different process, but that is not the case. Hall said some of the property is shown as anadromous on the Fish and Game map, and may require a permit. He said that State DOT does not like lots of driveways on the highway, and any work within their right of way would require a permit.

Bird said she was concerned about drainage and traffic, but she didn't see any reason to not approve the subdivision and she hopes that the property is developed in a way that addresses the concerns.

Upon voice vote, motion passed 5-0.

Yea: Bird, McGann, Hall, Lohse, Trumblee

Absent: Baenen, Bolin

7. AUDIENCE PARTICIPATION

Hagmuller said that when the unpermitted road was put in in 2000, it had to get removed. If it happens again, it may have to get removed. He's not against development, but in the past it hasn't been done right.

8. COMMISSION COMMENTS

Hall said he didn't like the subdivision. It would be better if EVOS bought it. There are anadromous areas. If they were building a public road, there would be a drainage plan, but this is a private subdivision. Under the current code it's allowable.

McGann said he was looking forward to their review of Title 17.

Trumblee said she had concerns about drainage, but this was done correctly under the current code.

Lohse said that he hopes all of the permits are gotten before any development.

Bird said she looked forward to them getting to their code revisions. She encouraged the public to follow up on future problems.

9. ADJOURNMENT

M/McGann S/Hall to adjourn the Special Meeting at 6:02 PM. With no objection, the meeting was adjourned.

Approved:	
Nancy Bird, Chair	
Leif Stavig, City Planner	

Planner's Report

To: Planning Commission

From: Planning Staff

Date: 4/7/21

Re: Recent Activities and Updates

Medium traffic from public with misc. planning questions, i.e., subdivisions, permits, maps, zoning, property purchasing, etc.

- Assisted with preparation of job description and advertisement for City Planner position.
- Second part of Planning Commissioner's training is Sunday, April 25th, 9:00 AM 1:30 PM.
- Forest Service lease and DMI shipyard lease went to direct negotiation per council.
- Cannery Row, Scott, Pettingill Subdivisions approved by council.
- Landslide Hazard Assessment resolution in support was referred back to staff by council for more information.
- Working on several different plats, some admin, some requiring approval.
- Meeting with attorney to go over building code adoption.
- Prepared packet and completed minutes for Planning Commission Regular and Special Meetings.



AGENDA ITEM # 9a Planning Commission Meeting Date: 4/13/21

PLANNING COMMISSION COMMUNICATION FORM

FROM: Planning Staff

DATE: 4/7/21

ITEM: Final Plat Approval for Thorne Lake Estates

NEXT STEP: Approve Motion

____ INFORMATION
_X MOTION
RESOLUTION

I. REQUEST OR ISSUE:

Requested Actions: Final Plat Approval Applicant: Gerald Thorne

Owner: Sue and Gerald Thorne

Address: 1418 Copper River Highway Zoning: Medium Density Residential

Attachments: Location Map

Final Plat

II. RECOMMENDED ACTION / NEXT STEP:

Staff recommend that the commission recommend to City Council that the request for final plat approval be approved.

"I move to recommend to City Council to approve the final plat request for Thorne Lake Estates."

III. FISCAL IMPACTS:

N/A

IV. BACKGROUND INFORMATION:

This plat creates one new lot out of two existing lots, for a total of three lots.

All property owners within 300 feet of the subdivision were informed of the subdivision and the public hearing on 4/13/21. Staff have not received any comments on the proposed plat.

A Certificate to Plat for this property has been ordered by the surveyor and must be submitted to the Planning Department prior to recording the final plat.

Staff findings:

- 1. The proposed plat conforms to the Comprehensive Plan and City Code.
- 2. There are no known physical conditions present which may be hazardous to the future inhabitants of these tracts.

V. LEGAL ISSUES:

No legal review required.

VI. <u>CONFLICTS OR ENVIRONMENTAL ISSUES:</u>

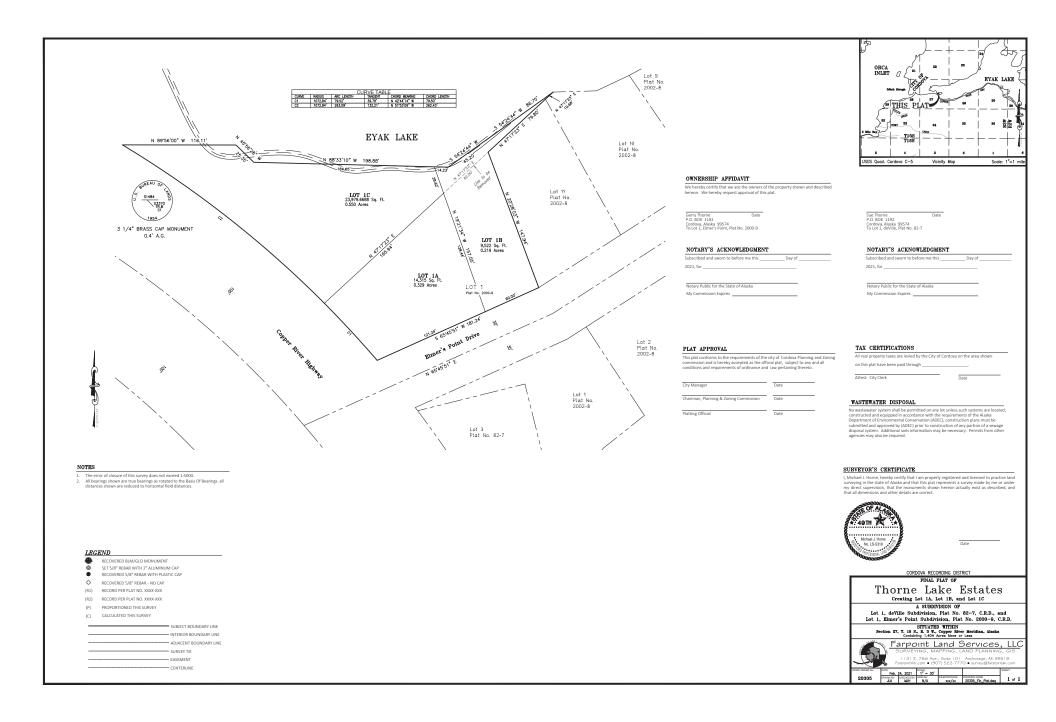
N/A

VII. SUMMARY AND ALTERNATIVES:

N/A

Location Map







AGENDA ITEM # 9b Planning Commission Meeting Date: 4/13/21

PLANNING COMMISSION COMMUNICATION FORM

FROM: Planning Staff

DATE: 4/7/21

ITEM: Proposal for Eastern Half of Lot 3, Block 17, Original Townsite

NEXT STEP: Review Proposal and Provide Recommendation to City Council

____ INFORMATION
X MOTION
RESOLUTION

I. REQUEST OR ISSUE:

Requested Actions: Review proposal and give a recommendation to City Council

Legal Description: Eastern Half of Lot 3, Block 17, Original Townsite

Lot Area: Approximate Area = 1,750 SF Zoning: Low Density Residential

Attachments: Proposal Packet (The packet distributed to potential proposers)

Proposal from Craig Kuntz

The request for proposals for this property began February 5th and ended March 8th at 10 AM. The city received one proposal for the property. Attached is the full proposal packet and the proposal. The proposed purchase price is \$1,750.

In accordance with the Cordova Municipal Code, the Planning Commission will give a recommendation to City Council on the proposal.

II. RECOMMENDED ACTION / NEXT STEP:

"I move to recommend City Council approve the proposal from Craig Kuntz for Eastern Half of Lot 3, Block 17, Original Townsite."

III. FISCAL IMPACTS:

The city would get revenue from land sale.

IV. BACKGROUND INFORMATION:

6/16/20 – Received a letter of interest from Craig Kuntz for the property.

7/14/20 – At the Planning Commission Regular Meeting, the commission recommended that City Council directly negotiate with Craig Kuntz. From the approved meeting minutes:

M/Bolin S/Bird to recommend to City Council to dispose of the eastern half of the remainder of Lot 3, Block 17, Original Townsite as outlined in Cordova Municipal Code 5.22.060 B by negotiating an agreement with Craig Kuntz to lease or purchase the property.

Pegau asked if the other adjacent landowner had submitted a letter of interest, to which **Stavig** explained there was only a letter from **Kuntz**; there is no public notification process associated with land disposals as there is with variances or conditional use permits. **Pegau** said he would much rather see it go out for proposals.

M/Bird S/Pegau to amend the motion to request sealed proposals to lease or purchase the property.

Bolin said that anyone can approach the city for property and **Kuntz** has done the legwork to start the process. **Hall** said that **Kuntz** put in the request and no one else has shown interest. The majority of the land requested is on the south side of the stream, which serves as a natural division between the property owner to the north. **Hall** said the Planning Commission meeting was publicly noticed and so would the future City Council meeting. **Bird** said she wishes there was a way to make the process more public. **Pegau** said that they just made it 'Available,' so he prefers that it goes to proposals since there are two property owners.

Upon voice vote, motion to amend passed 2-4.

Yea: **Pegau, Bird**

Nay: McGann, Baenen, Bolin, Hall

Absent: Lohse

M/Bird S/Hall to amend the motion to add a special condition that the lot be added to the rest of his property and combined into one lot.

Upon voice vote, motion to amend passed 2-4.

Yea: McGann, Pegau, Baenen, Bird, Bolin, Hall

Absent: Lohse

Upon voice vote, motion passed 5-1.

Yea: McGann, Baenen, Bird, Bolin, Hall

Nay: Pegau
Absent: Lohse

8/5/20 – At the City Council Regular Meeting, council chose to dispose of the property by requesting sealed proposals. From the approved minutes:

M/Bailer S/Glasen to recommend disposal of Eastern half of the remainder of Lot 3, Block 17, Original Townsite as outlined in Cordova Municipal Code 5.22.060B by requesting sealed proposals to lease or purchase the property.

Bailer said he thinks if at all possible, the public should look at all properties we sell. **Glasen** asked the City Planner if it is true that the neighboring landowner the only one who could buy this because it is non-conforming and only 1,750 square feet. **Stavig** said a while back we put a similar piece out that seemed only useful to the neighboring landowner – still opted to put out to proposals for a public look at it. **Allison** agreed to out for proposals. **Meyer** also agreed with proposals, she asked how we advertise and the costs and the length of time. **Stavig** said newspaper, City website and out for 30 days. **Schaefer**, **Sherman** and **Guard** agreed with going out for proposals for this.

Vote on the motion: 7 yeas, 0 nays. Schaefer-yes; Sherman-yes; Glasen-yes; Meyer-yes; Allison-yes; Bailer-yes and Guard-yes. Motion was approved.

Applicable Code:

<u>Section 5.22.060 – REVENUE AND FINANCE – DISPOSAL OF CITY REAL PROPERTY – Methods of disposal for fair market value.</u>

D. A request for proposals to lease or purchase city real property shall specify the criteria upon which proposals will be evaluated and the minimum rent or purchase price. All proposals submitted in response to a request for proposals shall be reviewed by the planning commission, which shall make a recommendation to the city council to accept or decline any or all of the proposals. The city council shall review the proposals and the planning commission's recommendation and accept or decline any of the proposals.

Section 18.20.010 – ZONING – R LOW DENSITY RESIDENCE DISTRICT – Permitted uses.

The following uses are permitted in the R low-density district:

- A. One-family, two-family and three-family dwellings;
- B. Boardinghouses;
- C. Truck gardening, the raising of bush and tree crops, flower gardening, and the use of greenhouses;
- D. Home occupations;
- E. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;
- F. Required off-street parking.

V. LEGAL ISSUES:

N/A

VI. <u>CONFLICTS OR ENVIRONMENTAL ISSUES:</u>

N/A

VII. <u>SUMMARY AND ALTERNATIVES:</u>

The commission can recommend that City Council not dispose the property.



Request for Proposals (RFP) for Eastern Half of Lot 3, Block 17, Original Townsite

The City of Cordova (the "City") is proposing to sell the eastern half of Lot 3, Block 17, Original Townsite (the "Property"). The Property is 1,750 square feet and zoned Low Density Residential. <u>The Property does not currently comply with the required minimum lot size for the Low Density Residential District.</u> The City is soliciting proposals for the purchase of the Property. The proposer will be required to survey the Property and merge it into an adjacent parcel of property in order to meet the minimum lot size for the Low Density Residential Zoning District. <u>Proposals are due March 8th, 2021 at 10 AM.</u> Proposals received after March 8th, 2021 at 10 AM will not be considered.

INFORMATION TO PROPOSERS

The fair market value of the Property as determined by an appraisal is <u>\$1,750.00</u> and shall be the **minimum price** that the City is willing to accept for the Property. If the successful proposal amount is greater than the minimum price, the winning proposal amount shall be the amount paid.

All proposals shall include a deposit of \$1,000.00. In the event that a proposer is not awarded the Property, the City will reimburse the deposit to the proposer. The deposit from the winning proposer will be credited towards the costs associated with the disposal, even if the disposal is not completed. In the event the successful proposer subsequently withdraws or otherwise abandons its proposal, the City will retain the proposer's entire deposit.

The proposer shall be responsible for all fees and costs the City incurs in connection with the disposal, including without limitation costs of advertising the RFP, appraisal fees, title report fees, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees as per Cordova Municipal Code ("CMC") 5.22.100. Costs already incurred include the appraisal (\$500) and Certificate to Plat (\$300).

Proposers must comply with all applicable zoning requirements including the provisions of the attached chapter of City Code for the **Low Density Residence District (LDR)**. Because the property is 1,750 square feet and the required minimum lot size in LDR is 4,000 square feet, **the property must be merged into an adjacent piece of property and meet the required minimum lot size**. Proposers will be required to hire a surveyor to create a plat of the incorporated property at their expense.

The attached purchase and sale agreement will be negotiated with the proposer that is awarded the Property. The attached agreement is for informational purposes only. The City reserves the right to include new or additional terms, remove terms, or modify any terms contained in the draft agreement.

The City may issue addenda to this RFP. Addenda will be posted on the City Webpage with this RFP. It is the responsibility of the proposer to ensure receipt of all addenda.

The City will consider all proposals for the Property subject to any applicable laws and regulations, including CMC Chapter 5.22.

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The Planning Commission will review all submitted proposals. The Planning Commission will then make a recommendation to the City Council. The City Council reserves the right to reject any proposal, part of any proposal, or all proposals. The City Council may accept and negotiate with any proposer deemed most advantageous to the City of Cordova.

The City is disposing of the Property <u>AS-IS</u> and in its present condition by quitclaim deed, without any representations or warranties whatsoever, whether express, implied, or statutory, and subject to any liens and encumbrances of record. It is the responsibility of the proposer to understand all conditions of the Property.

For additional information or questions about the land disposal process, contact the City Planning Department at 424-6220, planning@cityofcordova.net, or stop by in person.

ADDITIONAL REQUIRED INFORMATION

Please include with your proposal information that addresses the following items, if applicable, and any additional information which you wish to provide.

- 1. Describe the proposed development in detail.
- 2. What is the proposed square footage of the development?
- 3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
- 4. Describe the benefit of the proposed development to the community.
- 5. What is the value of the proposed improvements (in dollars)?
- 6. What is your proposed timeline for development?
- 7. How will the property be merged into an adjoining piece of property in order to create a lot with a minimum square footage of 4,000 square feet?

ATTACHMENTS

Attachment A: Criteria used when evaluating each submitted proposal. **Attachment B:** Location maps showing the subject property with a scale.

Attachment C: The property parcel with measurements.

Attachment D: Cordova Municipal Code – R Low Density Residence District

Attachment E: Sample Purchase and Sale Agreement

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by March 8th, 2021 at 10 AM.

Property: Lot 3, Block 17, Orig	Townsite
Name of Proposer:	
Name of Organization:	
Address:	Phone #:
	Email:
D 0	
Proposed Price \$	

SUBMITTAL OF PROPOSAL

<u>Please email proposals to planning@cityofcordova.net.</u> The email subject line shall be "Proposal for Lot 3, Block 17, Original Townsite," and the proposal shall be attached to the email as a PDF file.

Or mail proposals to: City of Cordova

Attn: Planning Department

P.O. Box 1210

Cordova, Alaska 99574

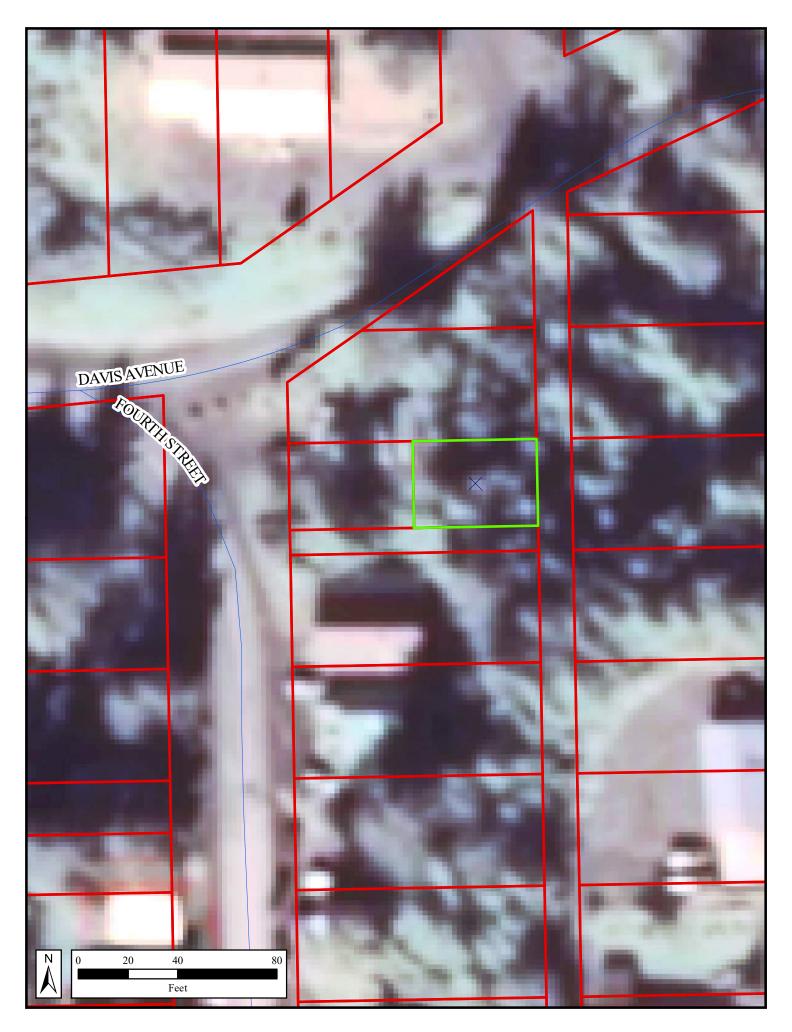
Or deliver your proposal to the front desk at City Hall.

Proposals received after March 8th, 2021 at 10 AM will not be considered.

Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

Land Disposal Evaluation Criteria

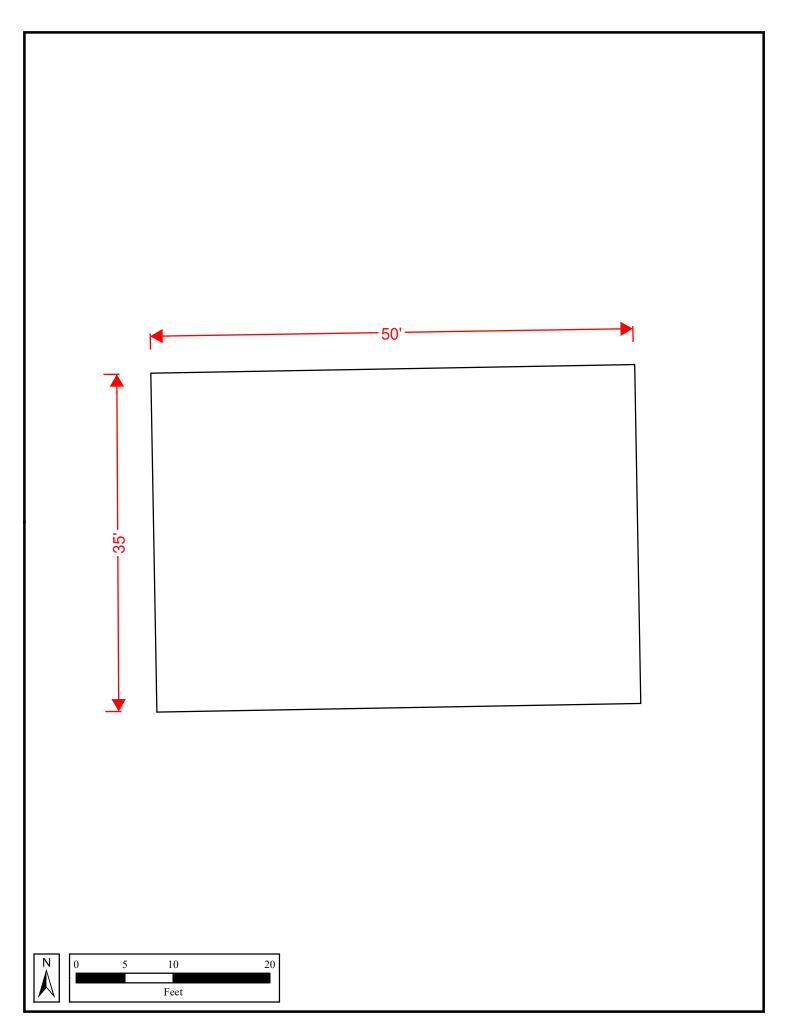
Criteria	Multiplier	Proposal Rank 1-10	Subtotal for Proposal
Value of improvements	1.75		
Number of Employees	1		
Sales Tax Revenue	1		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1.25		
Proposal Price	1.5		
Consistency with Comprehensive Plan	1		
Total	10		



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Chapter 18.20 - R LOW DENSITY RESIDENCE DISTRICT

Sections:

18.20.010 - Permitted uses.

The following uses are permitted in the R low-density district:

- A. One-family, two-family and three-family dwellings;
- B. Boardinghouses;
- C. Truck gardening, the raising of bush and tree crops, flower gardening, and the use of greenhouses;
- D. Home occupations;
- E. Accessory buildings and uses not used or operated for gain and not including guest houses or accessory living quarters;
- F. Required off-street parking.

(Prior code § 15.204.1(A)).

18.20.020 - Building height limit.

The maximum building height in the R low density district shall be two and one-half stories but shall not exceed thirty-five feet.

(Prior code § 15.204.1(B)).

18.20.030 - Lot area.

- A. The minimum lot area in the R low-density district shall be four thousand square feet and the minimum lot width shall be forty feet.
- B. The minimum lot area in the R low density district for dwellings shall be:
 - For a one—family dwelling, four thousand square feet per dwelling unit.
 - 2. For a two-family and three-family dwelling, two thousand square feet per dwelling unit.

(Prior code § 15.204.1(C)).

18.20.040 - Front yard.

There shall be a front yard in the R low density district of not less than ten feet from curb line.

(Prior code § 15.204.1(D)).

18.20.050 - Rear yard.

There shall be a rear yard in the R low density district of not less than twenty-five percent of the depth of the lot, but such yard need not exceed fifteen feet.

(Prior code § 15.204.1(F)).

18.20.060 - Side yard.

- A. There shall be a side yard in the R low density district of not less than five feet. The minimum side yard on the street side of a corner lot shall be ten feet.
- B. The following additional requirements shall apply to two-family and three-family dwellings in the R low density district:

In case the building is so located on the lot that the rear thereof abuts one side yard and front abuts the other, the side yard along the rear of the building shall have a minimum width of twelve feet and the side yard along the front of the building shall have a minimum width of eighteen feet.

(Prior code § 15.201.1(L)).

**** For informational purposes only. A final agreement will be negotiated between Seller and Purchaser at a later date. The City reserves the right to include new or additional terms, remove terms, or modify any terms contained in the draft agreement.

DRAFT PURCHASE AND SALE AGREEMENT

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

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

WHEREAS, Purchaser agrees to purchase the Property subject to the terms, requirements and conditions of the certain Request for Proposals, dated XXXXXXX, 2021, which is incorporated by reference, and which is annexed hereto as Exhibit C.

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

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

- 1. Purchase and Sale. Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in and to that certain real Property located in the Cordova Recording District, Third Judicial District, State of Alaska, more particularly described in Exhibit A attached hereto and incorporated herein by this reference, together with any and all improvements thereon, and all rights, privileges, easements and appurtenances thereto (the "Property").
- **2.** The Purchase Price. The purchase price for the Property is XXXXXXXXXXXX and 00/100 Dollars (\$XXXXXXXXXXXXX) (the "Purchase Price") and shall be paid to Seller by Purchaser at the Closing (as that term is defined in Section 11 below) as follows:
- (a) A One Thousand and 00/100 Dollars (\$1,000) non-refundable deposit received by Seller on _____, 2021 (the "Initial Deposit"). The Initial Deposit shall be applied to the payment of the Purchase Price at Closing, but in no

event will it be refunded to Buyer if the sale contemplated by this Agreement does not close for any reason.

- (\$1,000.00) deposited (the "Down Payment") with First American Title ("Title Company") upon execution of this Agreement. The Initial Deposit shall be applied to the payment of the Purchase Price at Closing, unless refunded to Buyer or forfeited to Seller pursuant to the provisions of this Agreement.
- (c) The balance of XXXXXXX and 00/100 Dollars (\$XXXXXXX), together with all costs incurred by the City in connection with the sale of the Property, including Closing Costs, payable at Closing.
- 3. **Property Survey.** The Purchaser shall hire a surveyor to create a plat that merges the Property into an adjacent piece of property in order to meet the minimum lot size for the Low Density Residential Zoning District of 4,000 square feet. Withing ninety (90) days of the Effective Date, Purchaser shall submit the plat to City of Cordova for approval in accordance with the requirements of the Cordova Municipal Code. Failure to submit the plat to the City of Cordova for approval in accordance with this Section shall constitute a breach of this Agreement.

4. Title.

- (a) Within ten (10) following the Effective Date, Seller shall order from the Title Company, a preliminary title report pertaining to the Property (the "Commitment"), together with legible (to the extent available) copies of all documents relating to the title exceptions referred to in such Commitment.
- Within fifteen (15) days after the delivery of the Commitment by Seller or the Title Company, Purchaser shall notify Seller in writing of any title exceptions identified in the Commitment of which Purchaser disapproves. exception not disapproved in writing within said fifteen (15) day period shall be deemed approved by Purchaser, and shall constitute a "Permitted Exception" hereunder. Purchaser and Seller hereby agree that all non-delinquent property taxes and assessments, and any Internal Revenue Service liens, shall also constitute "Permitted Within ten (10) days after receipt of Purchaser's written notice of Exceptions." disapproved title exceptions, if any, Seller shall notify Purchaser in writing of any disapproved title exceptions which Seller is unable or unwilling to cause to be removed prior to or at Closing. Seller's failure to give such notice shall be deemed an election not to remove any disapproved title exceptions. With respect to such exceptions, Purchaser then shall elect, by giving written notice to Seller and Escrow Agent within ten (10) days thereafter, (x) to terminate this Agreement, or (y) to waive his disapproval of such exceptions, in which case such exceptions shall then be deemed to be Permitted Exceptions. Purchaser's failure to give such notice shall be deemed an election to waive the disapproval of any such exception. In the event Purchaser elects to terminate this Agreement in accordance with clause (x) above, the Deposit, without

interest, shall be immediately refunded to Purchaser; provided, however, that Purchaser shall be responsible for any title or escrow cancellation fees.

- No Warranties. 5. Purchaser shall purchase the Property based on Purchaser's own prior investigation and examination of the Property (or Purchaser's election not to do so). Purchaser agrees, represents, and warrants that except as expressly contained in this Agreement, no representations or warranties by or on behalf of Seller, express or implied, statutory or otherwise, are or have been made to the Purchaser as to the condition of the Property or improvements situated thereon, the contents thereof, any restrictions related to the development or use thereof, the applicability of any governmental requirements pertaining thereto, including but not limited to environmental requirements, the presence or absence of Hazardous Substances, presence of groundwater, the suitability or fitness thereof for any use or purpose, the Property's compliance with federal, state and/or municipal laws, or any other matter or thing affecting or related to the Property in any way, and the Purchaser accepts the same IN AN "AS IS" PHYSICAL CONDITION AND IN AN "AS IS" STATE OF REPAIR, WITH ALL FAULTS. Purchaser specifically acknowledges, represents and agrees that it is purchasing the Property with knowledge that the Property being sold does not currently comply with zoning for the Low Density Residence District. Purchaser hereby waives, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, statutory or otherwise. Seller has agreed to sell the Property on the terms specified herein in reliance upon the foregoing limitations of Seller's liabilities, which are material to Seller, and Seller would not have entered into this Agreement without such limitations.
- 6. Representations, Warranties and Covenants of Purchaser. In addition to any other representations, warranties, and covenants contained herein, 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.

7. Conditions Precedent to Closing.

- (a) The following shall be conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein (the "Seller's Conditions Precedent"):
- (1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.

- (2) Purchaser shall have delivered to Escrow Agent, prior to or at the Closing, for disbursement as directed hereunder, all cash or other immediately available funds due from Purchaser in accordance with this Agreement.
- (3) There shall be no uncured breach of any of Purchaser's representations or warranties set forth in Section 6, or any other breach of this Agreement, as of the date of Closing.
- (4) Submission of the plat to the City of Cordova as required by Section 3 of this Agreement.
- (5) Purchaser shall have delivered to Escrow Agent the items described in Section 9.
- (6) The timely performance by Purchaser of each and every obligation imposed upon Purchaser hereunder.

The conditions set forth in this Section 7(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"):
- (1) Purchaser shall not have terminated this Agreement in accordance with Section 4, Section 13 or Section 14 of this Agreement within the time periods described in said Sections.
- (2) Title Company shall be committed to issue, at the Closing, an owner's policy of title insurance (the "Title Policy"), insuring Purchaser's interest in the Property, dated the day of the Closing, with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions.
 - (3) Seller shall have delivered the items described in Section 8.
- (4) The timely performance by Seller of each and every obligation imposed upon Seller hereunder.

The conditions set forth in this Section 7(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.

- **8. Seller's Closing Deliveries**. At or prior to the Closing, Seller shall deliver to Escrow Agent the following:
- (a) A Quitclaim Deed in the form attached hereto as Exhibit B, executed by Seller conveying the Property to Purchaser (the "Deed").

- (b) A closing statement prepared by the Title Company itemizing and approving all receipts and disbursements made in connection with Closing.
- (c) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.
- **9. Purchaser's Closing Deliveries**. At or prior to the Closing, Purchaser shall deliver to Escrow Agent the following:
- (a) The balance of the Purchase Price, together with such other sums as Escrow Agent shall require to pay Purchaser's share of the Closing costs, prorations, reimbursements and adjustments as set forth in Section 10 and Section 12, in immediately available funds.
- (b) Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.
- **10. Prorations and Adjustments**. The following shall be prorated and adjusted between Seller and Purchaser as of the day of the Closing, except as otherwise specified:
- (a) General real estate, personal property and ad valorem taxes and assessments, and any improvement or other bonds encumbering the Property, for the current tax year for the Property. Purchaser is not responsible for delinquent real estate taxes, personal property taxes, ad valorem taxes, or assessments arising prior to Closing.
- (b) Utility charges, if any. Purchaser acknowledges and agrees that Seller shall be entitled to all refunds of utility deposits with respect to the Property and that such amounts are not to be assigned to Purchaser in connection with the sale of the Property. However, Purchaser will be responsible for any additional assessments effective prior to Closing, of which notice is received after Closing.

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

- 11. Closing. The purchase and sale contemplated herein shall close on or before one hundred twenty (120) days after the Effective Date (the "Closing") or on such other specific date and time mutually agreed to by the parties. As used herein, the term "Closing" means the date and time that the Deed is recorded in the Cordova Recording District, Third Judicial District, State of Alaska (the "Official Records"). The Closing shall occur at the offices of the Escrow Agent as set forth in Section 18(m).
- 12. Closing Costs. Purchaser shall pay the fee for recording the Deed, the premium for the Title Policy, and for all fees and costs Seller incurred to third-parties in any way relating to the purchase and sale transaction involving the Property, including without limitation costs of appraisal, attorney's fees and costs, surveying and platting fees and costs, closing costs and escrow fees, and any other fees or costs required by the Cordova Municipal Code (collectively, the "Closing Costs"). Purchaser shall bear the expense of his 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.
- **Risk of Loss**. If prior to the Closing, any portion of the Property is subject to a taking, or eminent domain proceedings are commenced, by public authority (other than Seller) against all or any portion of the Property, Purchaser shall have the right, exercisable by giving notice to Seller within ten (10) business days after receiving written notice of such taking (but in any event prior to the Closing), either (i) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder (except as may be expressly provided to the contrary elsewhere in this Agreement), and any money (including, without limitation, the Deposit and all interest accrued thereon) or documents in escrow shall be returned to the party depositing the same, and Purchaser and Seller each shall be responsible for one-half of any title or escrow cancellation fee, or (ii) to accept the Property in its then condition, without any abatement or reduction in the Purchase Price, and receive an assignment of all of Seller's rights to any condemnation award payable by reason of such taking. Purchaser's failure to elect timely shall be deemed an election of (ii). If Purchaser elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Purchaser's prior written consent. As used in this Section 14, "taking" shall mean any transfer of the Property or any portion thereof to a governmental entity (other than Seller) or other party with appropriate authority, by exercise of the power of eminent domain.

14. Default.

(a) No party shall be deemed to be in default hereunder unless such party fails to cure an alleged default within ten (10) days after receipt from the other party of written notice thereof; provided, however, that (i) if such alleged default is not susceptible of being cured within said ten (10) day period, such party shall not be deemed in default hereunder so long as such party commences to cure the alleged default within said ten (10) day period and diligently prosecutes the same to completion

within thirty (30) days; and (ii) no notice shall be required or cure period permitted in the event the alleged default is a failure to close the transaction contemplated hereby at the Closing.

- (b) In the event of a default by Seller hereunder, Purchaser's remedies shall be limited to, (i) terminating this Agreement by written notice to Seller, in which event the Down Payment shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) enforcing Seller's obligations hereunder by a suit for specific performance, in which event Purchaser shall be entitled to such injunctive relief as may be necessary to prevent Seller's disposition of the Property pending final judgment in such suit.
- (c) In the event of a default by Purchaser hereunder, Seller shall be entitled, as Seller's sole and exclusive remedy, to terminate this Agreement by written notice to Purchaser, in which event, the non-refundable Initial Deposit and Down Payment shall be retained by Seller as liquidated damages; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

15. Escrow.

- (a) <u>Instructions</u>. 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) <u>Deposits into Escrow</u>. Seller shall make its deliveries into escrow in accordance with Section 8. Purchaser shall make his deliveries into escrow in accordance with Section 9. Escrow Agent is hereby authorized to close the escrow only if and when: (i) Escrow Agent has received all items to be delivered by Seller and Purchaser pursuant to Sections 8 and 9; and (ii) Title Company can and will issue the Title Policy concurrently with the Closing.
- (c) <u>Close of Escrow</u>. Provided that Escrow Agent shall not have received written notice in a timely manner from Purchaser or Seller of the failure of any condition to the Closing or of the termination of the escrow, and if and when Seller and Purchaser have deposited into escrow the matters required by this Agreement and Title Company can and will issue the Title Policy concurrently with the Closing, Escrow Agent shall:

- (1) Deliver to Seller the Purchase Price, including all Closing Costs, after satisfying the prorations and adjustments to be paid by Seller pursuant to Section 10, if any.
- (2) Deliver to Purchaser the Quitclaim 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 Quitclaim Deed.
- (3) Deliver to Purchaser any funds deposited by Purchaser, and any interest earned thereon, in excess of the amount required to be paid by Purchaser hereunder.
- (4) Deliver the Title Policy issued by Title Company to Purchaser.

16. Indemnification.

- (a) General Indemnification. Purchaser shall defend, indemnify, and hold the Seller and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related in any way to the Property, the sale of the Property, or the contents of the Property, including claims relating to any personal property. This obligation shall survive closing.
- Environmental Release and Indemnification. The Seller makes no representation or warranty whatsoever, whether express, implied, or statutory, regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Property. Purchaser releases the Seller and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) that result from the presence, use, keeping, storage, or disposal of Hazardous Material in, on, or about the Property, or that arise out of or result from Purchaser's occupancy or use of the Property or the use or occupancy of the Property by Purchaser's employees, agents, servants, customers, contractors, subcontractors. sub-lessees, invitees (other than the City), or representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Property or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Purchaser agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Property, whether by Purchaser, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives, or any other party.

Purchaser shall defend, indemnify, and hold the Seller and its authorized representatives, agents, officers, and employees harmless from and against any and all claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) of whatever kind or nature, known or unknown, contingent or otherwise, arising in whole or in part from or in any way related to: (i) the presence, disposal, release, or threatened release of any such Hazardous Material on or from the Property, soil, water, ground water, vegetation, buildings, personal property, persons, animals, or otherwise; (ii) any personal injury or property damage arising out of or related to such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Material; and (iv) any violation of any laws applicable to such Hazardous Material.

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

This obligation shall survive closing.

17. General Provisions.

- (a) Each individual executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this Agreement to the terms hereof.
- (b) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which such period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next business day.
- (c) Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that there is no broker, finder, or other intermediary of any kind with whom such party has dealt in connection with the transaction contemplated hereby, and each party agrees to indemnify, defend, and hold harmless the other from any claim made by any broker or agent alleging entitlement to any fee or commission as a result of having dealt with the indemnifying party.
- (d) This Agreement, including all exhibits attached hereto, constitutes the entire agreement and understanding of the parties with respect to the subject matter

hereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants with respect thereto not contained herein.

- (e) This Agreement may be amended or modified only by a written instrument executed by all of the parties hereto.
- (f) No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.
- (g) If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as close in meaning and intent as the excised provision, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.
- (h) Headings of articles and sections herein are for convenience of reference only and shall not be construed as part of this Agreement.
- (i) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.
- (j) This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska.
- (k) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument.
- (I) In no event shall this Agreement be construed more strongly against any one person solely because such person or its representative acted as draftsman hereof, it being acknowledged by the parties hereto that both have been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.
- (m) Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Seller: City of Cordova

Attn: City Manager P. O. Box 1210

Cordova, Alaska 99574

With copy to Holly Wells, Esq.

Birch Horton Bittner & Cherot, PC

310 L. Street, Suite 700 Anchorage, Alaska 99501

Purchaser: XXXXXX

XXXXXX XXXXXX

Escrow Agent: First American Title Insurance Company.

3035 C Street

Anchorage, Alaska 99503

Title Company: First American Title Insurance Company.

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) The parties agree to execute such instructions to Escrow Agent and Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement on terms mutually acceptable to Purchaser and Seller.
- (o) Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

PURCHASER:	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX			
E				
E	By:			
STATE OF ALASKA				
THIRD JUDICIAL DISTRICT)) SS:)			
The foregoing instrument XXXXXXX 2021, by XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	was acknowledged before me this XX day of XXXX.			
	Notary Public in and for Alaska My commission expires:			
STATE OF ALASKA)) 			
THIRD JUDICIAL DISTRICT)) SS:)			
The foregoing instrument XXXXXXX 2021, by XXXXXXXXXX	was acknowledged before me this ,XX day of XXXX.			
	Notary Public in and for Alaska My commission expires:			

EXHIBIT A

Legal Description of the Property

Eastern Half Lot Three (3), Block Seventeen (17), ORIGINAL TOWNSITE OF CORDOVA, ALASKA, records of the Cordova Recording District, Third Judicial District, State of Alaska.

EXHIBIT BQuitclaim Deed

CORDOVA RECORDING DISTRICT

Recording requested by and after recording, return to:
Holly Wells
Birch Horton Bittner & Cherot
510 L Street, Suite 700
Anchorage, AK 99501

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 xxxxxxx, whose address is xxxxxxxxxxxx, all interest which Grantor has, if any, in the following described real property:

Eastern Half Lot Three (3), Block Seventeen (17), ORIGINAL TOWNSITE OF CORDOVA, ALASKA, records of the Cordova Recording District, Third Judicial District, State of Alaska.

DATED this day of	, 2021.
GRANTOR:	CITY OF CORDOVA
	Alan Lanning, City Manager
STATE OF ALASKA)	SS:
THIRD JUDICIAL DISTRICT)	
	was acknowledged before me this day of ng, City Manager of the City of Cordova, an Alaska the City.
	Notary Public in and for Alaska
	My commission expires:

401777\254\00790496

EXHIBIT C

Request for Proposals (RFP) for Eastern Half of Lot 3, Block 17, Original Townsite

SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by March 8th, 2021 at 10 AM.

Property: Lot 3, Block 17, Original Townsite

Name of Proposer:

Craig Kuntz

Name of Organization:

Address:

4104 4th street Phone #: 907 253 8541

PO BOX 1762

Email: Craiged. Kehotmail.com

CordovaAc 99574

Proposed Price \$__1750_00

SUBMITTAL OF PROPOSAL

Please email proposals to planning@cityofcordova.net. The email subject line shall be "Proposal for Lot 3, Block 17, Original Townsite," and the proposal shall be attached to the email as a PDF file.

Or mail proposals to:

City of Cordova

Attn: Planning Department

P.O. Box 1210

Cordova, Alaska 99574

Or deliver your proposal to the front desk at City Hall.

Proposals received after March 8th, 2021 at 10 AM will not be considered.

TO:
City of Cordova Planning Department;
City of Cordova Planning Commission;
Cordova City Council

FROM:

Craig Kuntz

404 4th Street

Cordova, AK 99574

RE: Request for Proposals (RFP) for Eastern Half of Lot 3, Block 17, Original Townsite

This letter is in response to the City of Cordova's request for proposal for the Eastern Half of Lot 3, Block 17, Original Townsite.

I propose to pay the appraised value of \$1,750 for the purchase of the eastern half of lot 3, block 17, original townsite, and pay all applicable survey fees, as well as comply with the requirements setforth in the RFP which includes merging onto my adjacent lot to the south. My intended use of this additional property is simply to add area for my kids to play and build tree forts, and add a place for a small smoke house. I will likely remove a few problem trees that currently pose threats to adjacent houses if they were to fall.

I have no plans to add fill or perform serious development on the property as there is currently no reasonable access and any developments would be extremely cost prohibitive.

ADDITIONAL REQUIRED INFORMATION Please include with your proposal information that addresses the following items, if applicable, and any additional information which you wish to provide.

- 1. Describe the proposed development in detail. none
- 2. What is the proposed square footage of the development? none
- 3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
- 4. Describe the benefit of the proposed development to the community. **Increased property tax revenue for the city.**
- 5. What is the value of the proposed improvements (in dollars)? none
- 6. What is your proposed timeline for development? none
- 7. How will the property be merged into an adjoining piece of property in order to create a lot with a minimum square footage of 4,000 square feet? Survey. The 100x10 sliver shown on the map directly to the south of lot 3 block 17 will also be dissolved and included in the new, overall footprint of my property.



AGENDA ITEM # 9c Planning Commission Meeting Date: 4/13/21

PLANNING COMMISSION COMMUNICATION FORM

FROM: Planning Staff

DATE: 4/7/21

ITEM: Letter of Interest for Tract 8A, Group C, ASLS 73-35

NEXT STEP: Recommendation to City Council on Disposal and Disposal Method

____ INFORMATION
X MOTION
RESOLUTION

I. REQUEST OR ISSUE:

Requested Actions: Recommendation to City Council on Disposal and Disposal Method

Applicant: Native Conservancy

Legal Description: Tract 8A, Group C, ASLS 73-35

Area: 27,966 sq. ft.

Zoning: Unrestricted, Avalanche

Attachments: Location Map

Letter of Interest

RFP from 2018 for adjacent parcels

II. RECOMMENDED ACTION / NEXT STEP:

Staff suggest the following motion:

"I move to recommend to City Council to dispose of Tract 8A, Group C, ASLS 73-35 as outlined in Cordova Municipal Code 5.22.060 B by *"

Choose one of the following to insert for the asterisk:

- 1. Negotiating an agreement with Native Conservancy to lease or purchase the property.
- 2. Requesting sealed proposals to lease or purchase the property.
- 3. Inviting sealed bids to lease or purchase the property.
- 4. Offering the property for lease or purchase at public auction.

III. FISCAL IMPACTS:

Potential fiscal impacts could be lease rent.

IV. BACKGROUND INFORMATION:

4/6/21 – A letter of interest was received from Native Conservancy. See attached.

This lot is currently 'Available' on the Land Disposal Maps.

Applicable Code:

5.22.040 - Letter of interest to lease or purchase.

C. The planning commission shall review the letter of interest and recommend to the city council whether to offer the real property interest for disposal by one of the methods as described in Section 5.22.060(B).

5.22.060 - Methods of disposal.

- B. In approving a disposal of an interest in city real property, the city council shall select the method by which the city manager will conduct the disposal from among the following:
- 1. Negotiate an agreement with the party who submitted a letter of interest to lease or purchase the property;
- 2. Invite sealed bids to lease or purchase the property;
- 3. Offer the property for lease or purchase at public auction;
- 4. Request sealed proposals to lease or purchase the property.

V. <u>LEGAL ISSUES:</u>

The lot requested was a part of the FEMA buyout that occurred after the avalanche. FEMA deeded the lots to the city with strict deed restrictions. The lot is in the red zone of the City Code 18.35 Avalanche District. The interested party was provided a copy of the Request for Proposals (RFP) that went out for adjacent property in 2018, see attached RFP. The city ultimately received no proposals for this RFP. It contains much information about the lot requirements. There will be full disclosure and explanation of the restrictions prior to and incorporated into lease agreement for the property.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

N/A

VII. SUMMARY AND ALTERNATIVES: The commission can choose to recommend the city retain the property.

Location Map





Dear Helen, Sam, Leif, and City of Cordova Planning Team,

On behalf of our Native Conservancy, a 501(c)3 nonprofit organization, we are submitting this letter to express interest in seasonally leasing the property directly across from our lot on Five Mile Loop Road.

The lot we wish to lease is indicated by an "X" in the photo on the following page.

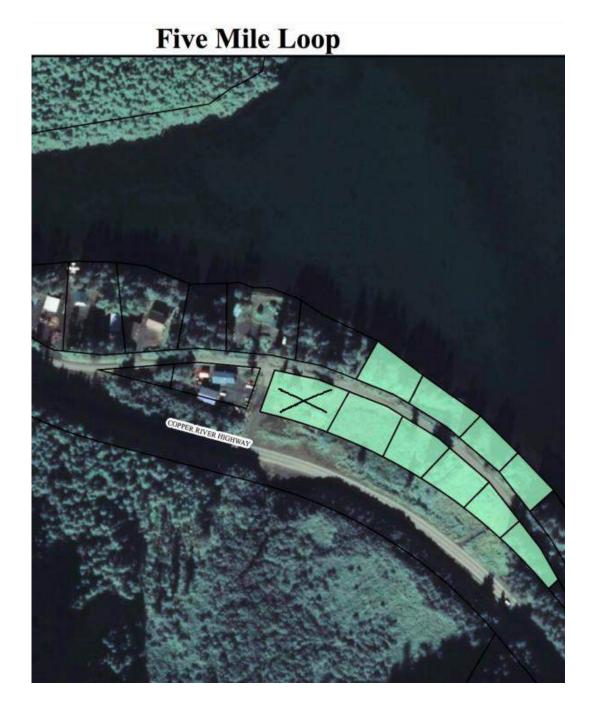
We would like to put up a seasonal (spring to fall), temporary greenhouse structure on the concrete pad that is on the property. The greenhouse design would be such that it is easy to set up in the spring and easy to take down by October 1st of each year. This greenhouse would be used for a small-scale community service pilot project in which we work with highly nutritional flora and enhance local compost and food security for Cordova residents. We fully understand the avalanche risks associated with this site and are very cognizant of the need for this to be a seasonal undertaking.

We would like to lease this property as soon as possible as we are currently investigating portable greenhouses now. Please feel free to reach out with any questions or concerns you may have.

Dune's cell is: 907.952.5265 and email is: dune@nativeconservancy.org Thank you very much for your consideration.

Dime Yankand

Dune Lankard, President of Native Conservancy





Request for Proposals to Lease 5 Mile Loop Lots

SEALED PROPOSAL FORM

All proposals must be received by the City Manager by Monday, May 14th, 2018 at 3 PM.

Property: Tract 7, 8, 8A, 9A, 9B, 10A, 10B, 11A	A, 11B, 12A, 12B, Group C, ASLS 73-35. See attached map.
Name of Proposer:	
Name of Organization:	
Address:	Phone #:
	Email:
Proposed Tracts to be Leased: Tracts	
Proposed Monthly Lease Amount per Tract. Mi	inimum Amount per Tract is \$100: \$
Proposed Total Monthly Lease Amount (Amou \$	ant per Tract Multiplied by Number of Tracts to be Leased):
Proposed Total Annual Lease Amount (Total M	Monthly Lease Amount Multiplied by 7):
Proposed Lease Length (min. 5 years):	
The City will consider any and all proposals regulations, including Chapter 5.22 of the Co	for the property subject to any applicable laws and ordova Municipal Code (CMC).

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

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

In accordance with the City Code, we must announce that the fair market value for the property is \$100 per tract per month for seven months. The fair market value will be the **minimum** lease amount that will be accepted

unless the applicant meets the requirements of CMC Section 5.22.070. If the successful proposal lease amount is greater than the minimum lease amount, the proposal amount shall be the amount paid.

The attached Lease is a template for the agreement that will be negotiated with the proposal that is awarded the property. The property may only be occupied from May 2^{nd} – November 30^{th} , and may not be occupied December 1^{st} – May 1^{st} , or other times when the city has declared an avalanche hazard. The lessee will pay the city rent an annual amount equal to seven months of rent regardless of the actual dates of occupancy or use. The lease will have a minimum length of five years.

All proposals shall include a deposit of \$\sumset\$250.00. In the event that a proposal is not awarded the property, the City will reimburse the deposit to the proposer. The deposit will be credited to costs associated with the contract preparation.

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

Please closely review Attachments E and F for the zoning requirements and deed restrictions applicable to these lots due to the fact that they are in an area susceptible to avalanche risk. Some of the restrictions include that there can be no permanent structures and that the property can only be used for very limited uses. Note that Attachment F requires that any proposed use on the property requires the State of Alaska and FEMA Region 10 review and approval. It will be the responsibility of the proposer to provide all required information and work with city during the mandatory FEMA review process. The city is not responsible if FEMA or the state does not approve of the final project.

The City may issue addenda to this RFP. Addenda will be posted on the City Webpage with this RFP. It is the responsibility of the proposer to ensure receipt of all addenda.

For questions or more information about the land disposal process, contact the City Planning Department at 424-6220, planning2@cityofcordova.net, or stop by in person.

Proposer must include all required information below with the proposal form or proposal will not be considered complete and will not be accepted.

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

- 1. Describe the development you're proposing.
- 2. What is the proposed square footage of the development?
- 3. Provide a sketch, to scale, of the proposed development in relationship to the lot. (Attachment C)
- 4. What is the benefit of the proposed development to the community?
- 5. What is the value of the proposed improvements (in dollars)?
- 6. What is your proposed timeline for development?
- 7. Explain how your proposal meets the FEMA deed restrictions and the Avalanche District zoning requirements.

Included for your convenience:

Attachment A: Criteria used when evaluating each submitted proposal. **Attachment B:** A location map showing the subject property with a scale.

Attachment C: The property parcels without aerial image.

Attachment D: Plat of the property.

Attachment E: Cordova Municipal Code – Unrestricted District Attachment F: Cordova Municipal Code – Avalanche District

Attachment G: Deed Restrictions

Attachment H: Sample Lease Agreement

Please mail proposals to: City of Cordova

Attn: City Manager C/O Proposals P.O. Box 1210

Cordova, Alaska 99574

Or email proposals to citymanager@cityofcordova.net and planning2@cityofcordova.net. The email subject line shall be "Proposal for Five Mile Loop," and the proposal shall be attached to the email as a PDF file.

Or deliver your proposal to the front desk at City Hall.

Proposals received after Monday, May 14th, 2018 at 3 PM will not be considered.

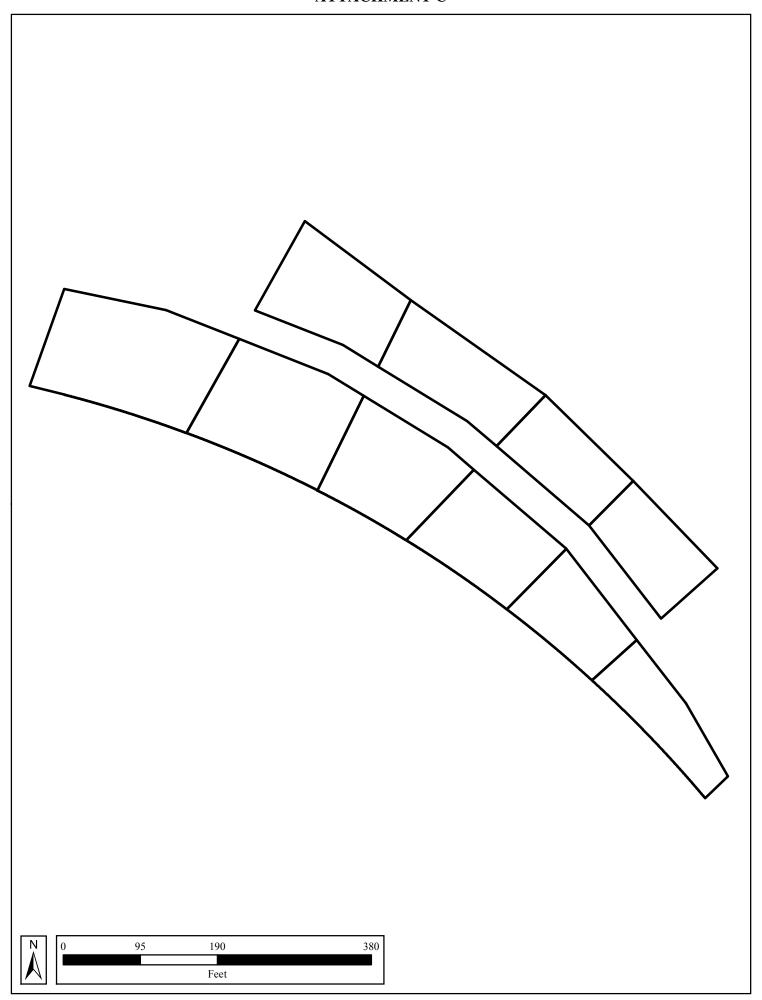
Each proposal will be evaluated on the criteria in the table below. Each criteria will be scored from 1-10. The multiplier will then be applied to the scores to determine a final score.

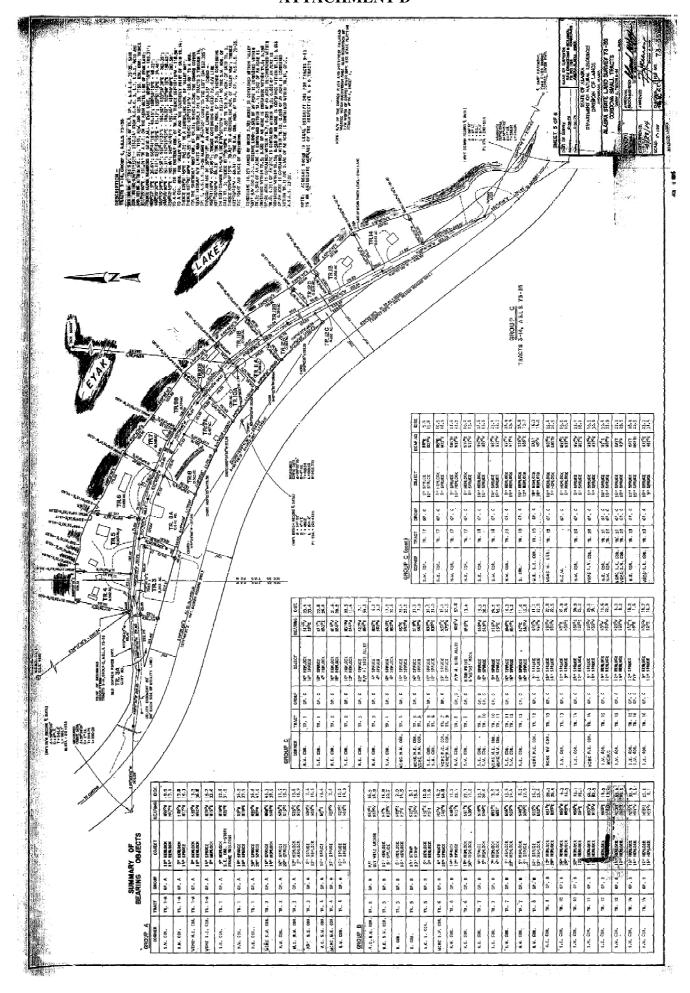
Final Land Disposal Evaluation Criteria

Criteria	Multiplier	Proposal Rank 1-10	Subtotal for Proposal
Value of improvements	1.75		
Number of Employees	1		
Sales Tax Revenue	1		
Importance to Community	1.75		
5yr Business Plan/Timeline	0.75		
Enhanced Architectural Design	1.25		
Proposal Price	1		
Consistency with Comprehensive Plan	1.5		
Total	10		



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Chapter 18.18 - UR UNRESTRICTED DISTRICT

Sections:

18.18.010 - Permitted uses.

The unrestricted district is intended to allow any legal use of property. Construction will require compliance with provisions of <u>Chapter 16.17</u>, Site Development Permit Procedures.

(Ord. 753 (part), 1995).

18.18.020 - Building height limit.

The maximum building height in the UR unrestricted district shall be two and one-half stories but shall not exceed thirty-five feet as measured at the eve line.

(Ord. 753 (part), 1995).

18.18.030 - Lot area.

- A. Minimum lot size must meet the requirements of current state regulations.
- B. Density of residential, commercial and industrial development shall be governed by case-by-case determinations of the Alaska Department of Environmental Conservation and the fire marshal, based upon their review of proposed site development plans for specific sites.

(Ord. 753 (part), 1995).

18.18.040 - Front yard.

There shall be a front yard in the UR unrestricted district of not less than ten feet from the property line.

(Ord. 753 (part), 1995).

18.18.050 - Rear yard.

There shall be a rear yard in the UR unrestricted district of not less five feet.

(Ord. 753 (part), 1995).

18.18.060 - Side yard.

There shall be a side yard in the UR unrestricted district of not less than five feet. The minimum side yard on the street side of a corner lot shall be five feet.

(Ord. 753 (part), 1995).

18.18.070 - Reserved.

Editor's note— <u>Section 2</u> of Ord. No. 1055, adopted Sept. 2, 2009, repealed in its entirety <u>§ 18.18.070</u>, animal control, which had derived from Ord. 753, adopted in 1995.

18.18.080 - Weapons.

Properties in the UR unrestricted district will not be subject to the provisions of <u>Chapter 9.36</u>, except where required by state and/or federal law.

(Ord. 753 (part), 1995).

18.18.090 - Temporary structures.

Temporary structures, not attached to the land or connected to water, gas or sewage facilities, and any structure less than two hundred square feet shall be exempt from the site development permit process.

(Ord. 753 (part), 1995).

18.18.095 - Mobile homes.

A mobile home may be permitted with an approved site plan in the Unrestricted (UR) zone provided it bears the HUD plate with documentation that it was constructed since 1979 and is in compliance with HUD code. A mobile home without the appropriate insignia can only be moved to a mobile home park.

(Ord. No. 1041, § 1, 3-4-2009)

Chapter 18.35 - AVALANCHE DISTRICT

Sections:

18.35.010 - Purpose.

An avalanche district is hereby established as a zoning overlay district for the following purposes:

- A. To protect the citizens of Cordova and the general public from the extreme hazards associated with avalanche events;
- B. To identify those areas within the city where, after due investigation and study, avalanche potential is found to exist:
- C. To identify areas where historic avalanche events have impacted lands in a manner that indicates extreme or moderate hazards to human life and property;
- D. To give notice to the public of those areas within the city where avalanche potential has been found to exist;
- E. To allow for construction of single-family residences by persons informed of avalanche danger with regard to a specific parcel of real property located in moderate hazard areas, while providing regulations to protect lessees, renters and subtenants of property located within the avalanche district;
- F. To minimize health and safety hazards, disruption of commerce and extraordinary public expenditures;
- G. To promote the general public health, safety and welfare; and
- H. To protect Eyak Lake, Eyak River and other watersheds within Cordova from pollution resulting from fuel, chemical, lubricant, paints, cleaners and other types of hazardous and harmful materials that might be stored within the avalanche district and be carried by avalanche events into waters and wetlands.

(Ord. 853 (part), 2000).

(Ord. No. 1123, § 1, 4-15-2015)

18.35.020 - Definition and designation of avalanche district.

- A. The avalanche district shall be a district overlaying an existing zoning district. It shall designate those areas within the city found to be subject to potential avalanche danger. Additional requirements of the avalanche district shall be applied to uses otherwise permitted in the existing zoning district.
- B. The avalanche district shall consist of two sub-zone designations. The distinction between these subzones is defined according to the frequency and destructive force of potential avalanches. They include high hazard "red zones" and moderate hazard "blue zones."
 - 1. High Hazard Zones—Red Zones. High hazard red zones are used to define the greatest potential avalanche risk and are defined as areas subject to:
 - a. Avalanche return periods of less than thirty years; and/or
 - b. Impact forces of greater than six hundred pounds per square foot, assuming a flat, normal, rigid surface.

People living in or traveling through a high hazard zone should expect to be infrequently impacted by major avalanche events capable of severely damaging or destroying standard wood frame structures and severely injuring or killing people. This includes the following range of exposure: structures could be totally destroyed or

severely damaged, roofs could be blown off or caved in, walls could be pushed in or sucked out, houses could be pushed from their foundations, vehicles could be severely damaged, mature trees could be broken off, and windows and doors could be ripped off, sucked out or pushed in, with considerable broken glass and debris carried by hurricane force winds. People outside or inside of structures could be severely injured or killed. Children or adults playing or working outside would be particularly susceptible to injury or death. The risk of fuel leaks and/or fire and explosion is high.

- 2. Moderate Hazard Zones—Blue Zones. Moderate hazard blue zones are exposed to potential avalanche threat, but to a lesser degree. Mitigation will usually be feasible but requires site specific analysis. By definition, these areas are subject to:
 - a. Return periods of greater than thirty years, but under three hundred years; and
 - b. Impact pressures of less than six hundred pounds per square foot, assuming a flat, normal, rigid surface.

People living in or traveling through a moderate hazard zone can expect to be less frequently exposed to potential threat from major avalanches and, because of the location, subjected to a lower degree of potential impact. This includes the following range of exposure: structures could be moderately damaged, houses could be pushed from their foundations, roofs could be blown off, walls could be pushed in, windows and doors could be pushed in, sucked out or ripped off, and broken glass and flying branches could be a hazard to people. The risk of fuel leaks and/or fire and explosion is high. People outside would be particularly vulnerable to flying debris. Although generally the avalanche exposure here is less frequent than in the red zone, serious damage, death or injuries are possible.

(Ord. 853 (part), 2000).

(Ord. No. 1123, § 1, 4-15-2015)

18.35.030 - Principal uses—Uses permitted.

All uses allowed in a district shall be subject to the additional restrictions of the avalanche district. If any of the regulations specified in this section differ from regulations specified for a district with which the avalanche district is combined, the regulations contained in this section shall apply and govern. Permitted principal uses are as follows:

- A. High Hazard Red Zone.
 - 1. Water conservation and flood control installations;
 - 2. Seasonal parks, campgrounds and parkways, greenbelts, land reserves and related facilities except between December 1st and May 1st or other times when the city has declared an avalanche hazard; and
 - 3. Installation of sewer, water and utilities.
- B. Moderate Hazard Blue Zone.
 - 1. Single-family residences and associated structures. Proper mitigating measures are required for construction permits within the blue zone. Additional information and/or reports are required by the building official related to construction within the blue zone; and
 - 2. Seasonal bed and breakfast businesses except between December 1st and May 1st or other times when the city has declared an avalanche hazard;
 - 3. Any use permitted in the red zone.

(Ord. 853 (part), 2000).

(Ord. No. 1123, § 1, 4-15-2015)

18.35.035 - Conditional uses in blue zone.

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

A. Commercial occupancies.

(Ord. No. 1123, § 1, 4-15-2015)

18.35.040 - Prohibited uses.

Because of the high hazard to the health and safety of the general public, no uses that concentrate human activity during times of risk are allowed in the avalanche district. The following uses are prohibited in the:

- A. High Hazard Red Zone.
 - 1. All residential occupancies;
 - 2. All commercial occupancies;
 - 3. All storage facilities;
 - 4. All temporary structures, except those authorized by special permit issued by the city that might be required to serve temporary uses related to public services;
 - 5. Any use or structure open to the general public for use between December 1st and May 1st of any year, or other times when the city has declared an avalanche hazard;
 - 6. Open or closed storage of vehicles, boats or equipment;
 - 7. Fuel, or any other material rated as hazardous; or
 - 8. Junkyards.
- B. Moderate Hazard Blue Zone.
 - 1. All residential occupancies, except single-family residences;
 - 2. Seasonal bed and breakfast businesses between December 1st and May 1st or other times when the city has declared an avalanche hazard;
 - 3. Open or closed commercial storage of vehicles, boats or equipment, except items for personal use under the control of the owner of the property; or
 - 4. Fuel or any other material rated as hazardous, when the quantity of material exceeds the minimum listed controlled quantities under HAZMAT guidelines adopted by the state of Alaska and/or the city of Cordova, Alaska.

(Ord. 853 (part), 2000).

(Ord. No. 1123, § 1, 4-15-2015)

18.35.050 - Required permits.

No person shall engage in the uses listed in subsections (A)—(F) within the avalanche district without an approved site development plan, building permit and/or a written conditional use permit issued by the city. Prior to issuance of a building permit for any habitable structure within the avalanche zone, the applicant shall submit to the city building official plans signed by an engineer licensed in the state of Alaska, certifying that the proposed construction as designed will withstand the avalanche forces designated for the zone, or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and behavior.

The avalanche forces setting standards for this chapter are to be considered minimum forces only, and the city does not represent, guarantee or warrant the ultimate safety of any construction, use or occupancy of structures constructed to meet those forces. Avalanches may occur with forces greater than the standards in this section, and areas of the city not designated as avalanche district may be subject to potential avalanche danger.

- A. Construction of avalanche protective, deflective and preventative structures, devices or earthwork that may deflect avalanches shall be permitted only as a conditional use. Prior to granting of a conditional use permit, the applicant shall submit to the city plans thereof signed by an engineer licensed in the state of Alaska, certifying that the proposed construction will withstand the designated avalanche forces within the zone or the avalanche forces set forth in a study of the property in question prepared at the owner's expense and submitted to the city by a recognized expert in the field of avalanche occurrence, force and behavior, and that the proposed construction will not deflect avalanches toward the property of others. Other information and engineering studies may be requested in consideration of an application for a conditional use permit. Appropriate landscaping may be required where such structures, devices or earthwork alter the natural slope or beauty of the land;
- B. Excavation or removal of soil, trees, shrubs or downed timber when the activity results in alterations of the landscape that could increase or create avalanche hazard;
- C. Construction of structures for, or installation of public services and utilities;
- D. Camping on public lands in the avalanche district;
- E. Mining; or
- F. Timber harvesting.

(Ord. 853 (part), 2000).

(Ord. No. 1123, § 1, 4-15-2015)

18.35.060 - Use restrictions.

The following restrictions are hereby imposed upon construction, development and use of all real property located within the avalanche district:

- A. All public utilities installed after the effective date of the ordinance codified in this chapter for development of a subdivision or providing utility services to a building or replacing existing utility services to a building or subdivision shall be installed underground in order to minimize possible avalanche damage to said utilities and injury to persons and property;
- B. There shall be no further subdivision of any real property, including lot splits, which would result in the creation of a lot or building site, in whole or part, within the avalanche district. A variance to this provision may be granted if a lot can be created in which the building site conforms to all other

provisions of this chapter and is located entirely outside of the avalanche district.

(Ord. 853 (part), 2000).

18.35.070 - General notice requirements.

In order to provide reasonable notice to the public of the avalanche potential within all areas designated avalanche district, the following notice regulations and requirements are hereby adopted for all real property and structures located within said zone:

- A. All subdivision plats shall identify and designate each lot and block, or portions thereof, located within the avalanche district together with applicable subzone designation by a stamp or writing in a manner providing reasonable notice to interested parties.
- B. All plans submitted with a building permit application for development of property, any part of which is within the avalanche district, must be stamped "Avalanche District," together with the applicable subzone designation.
- C. Prior to issuance of any building permit for construction within the avalanche district, the applicant shall appear before the planning and zoning commission for the purpose of receiving personal notice of the fact such building is within the avalanche zone and notice of the studies conducted to date with regard thereto.
- D. The city shall file with the office of the recorder such documents as necessary to provide record notice of each existing lot and/or parcel of real property within the avalanche district.
- E. The city shall post signs in the public right-of-way to reasonably identify the boundaries of the avalanche district.
- F. All owners or owner representatives who rent, lease or sublet any structure or premises within the avalanche district from December 1st through May 1st, or during times when an avalanche hazard has been declared by the city, shall provide the tenant, lessee or subtenant with written notice that such property is located within the avalanche district, including the subzone designation, prior to occupancy thereof. This notice shall be a part of the rental or lease document and shall require specific signed acknowledgement by the tenant, lessee or subtenant.
- G. Each and every real estate agent, sales person and broker, and each and every private party who offers for sale or shows a parcel of real property and/or structure for sale within the avalanche district shall provide the prospective purchaser written notice that said real property and/or structure is located within the avalanche district and identify the subzone designation. Furthermore, the written notice shall state that avalanche hazard studies are available for public inspection at the administrative offices of the city, and that such studies should be reviewed prior to any party entering any agreement or contract or lease with regard thereto.
- H. If, under the provisions of <u>Section 18.35.090</u>, any use continued within the avalanche district Red Zone includes living units available for casual/daily rentals or short-term lease (less than ninety days) the following shall apply. All brochures and other printed materials advertising and/or soliciting reservations for rental or lease of living units within the avalanche district during the period between December 1st and May 1st shall contain a statement that the units are located within an avalanche district Red Zone, a high avalanche hazard area.

(Ord. 853 (part), 2000).

18.35.080 - Special restrictions.

No person shall commit the following in the avalanche district:

- A. Tamper with or remove any sign, monument, or other boundary marker; or
- B. Place, store or dump waste, refuse and hazardous or toxic substances.

(Ord. 853 (part), 2000).

18.35.090 - Conditions for continuation.

Any building or portion thereof in existence prior to the effective date of this chapter which is specifically designed or arranged to be lawfully occupied or used in a manner not conforming to the provisions of this title may thereafter be so occupied and used, subject to the limitations set forth in Section 18.52.010 Chapter 18.52—Nonconformities. Except that discontinued shall mean that a nonconforming use has ceased, and has not substantially resumed, for a period of three hundred sixty-five days or more, regardless of intent. The term "in existence" shall include, for the purposes of this section only, any building under actual permitted construction at such date; provided, that such building can be completed within one year thereof. In addition, should an owner-occupied dwelling become vacant after the date of the ordinance codified in this chapter, that dwelling may be offered for lease or rent if all other requirements are met. Notwithstanding this provision, any required notice provisions contained in Section 18.35.070 shall be issued.

(Ord. 853 (part), 2000).

(Ord. No. 1155, § 1, 9-6-2017)

18.35.100 - Damage or destruction.

No building, use or occupancy continued in the avalanche district under the provisions of <u>Section 18.35.090</u>, which is damaged or destroyed to the extent of more than fifty percent of its assessed value by an avalanche event, shall be repaired, altered or occupied except in conformity with the provisions of this title.

(Ord. 853 (part), 2000).

18.35.110 - Suspension of city services.

During periods of avalanche danger, city services, including emergency services, police, fire, rescue, and utility services, may be suspended, or otherwise not be provided to property within the avalanche district; nor shall the city accept responsibility for or guarantee that emergency services, rescue efforts, or other city services be provided during periods of extreme avalanche danger.

(Ord. 853 (part), 2000).

18.35.120 - Warning and disclaimer of safety and liability.

Avalanches occur naturally, suddenly and unpredictably based upon steepness of slope and run out area, exposure, snow pack composition, wind, temperature, rate of snowfall and other little understood interacting factors. The avalanche district designated in this chapter is considered for regulatory purposes and is based upon and limited by the engineering and scientific methods of study. This chapter does not represent or imply that areas outside the avalanche district are free from avalanches or avalanche danger. The fact that the city has not prohibited the continued use of property within the

avalanche district (Section 18.35.090) does not constitute a representation, guarantee or warranty of any kind as to the safety of any construction, use or occupancy thereof. The granting of any permit or approval for any structure or use, or the declaration or failure to declare the existence of an avalanche hazard shall not constitute a representation, guarantee or warranty of any kind or nature by the city, or any official or employee of the practicality or safety of any construction, use or occupancy thereof, and shall create no liability upon or cause of action against such public body or its officials or employees for any injury, loss or damage that may result thereby. Avalanches occur naturally, suddenly and unpredictably, and persons who develop or occupy real property within the avalanche district do so at their own risk.

(Ord. 853 (part), 2000).

18.35.130 - Violations.

Failure to obey or comply with any provision of the Chapter 18.35 is a violation and subject to enforcement action.

(Ord. 853 (part), 2000).

18.35.140 - Notice of avalanche studies.

The city has avalanche studies for various areas within the city. Copies of studies are available for public inspection at the office of the Cordova city planner, City Hall. Persons interested in building, using or occupying real property within the avalanche zone are encouraged and should examine the studies. However, the city does not represent or warrant the completeness or accuracy of those studies.

(Ord. 853 (part), 2000).

18.35.150 - Amendment to zoning map.

The official zoning map of the city is hereby amended to include the avalanche district, with subcategory designation of Red Zone "High Avalanche Hazard" and Blue Zone "Moderate Avalanche Hazard" as part of the avalanche district. The boundaries of such avalanche district are hereby adopted as set forth on such amended official zoning map hereby made a part of this chapter. The city council may from time to time amend the official zoning map of the city to include additional areas designated as "avalanche district," and to further refine district boundaries.

(Ord. 853 (part), 2000).

State of Alaska Department of Military & Veterans Affairs Division of Homeland Security & Emergency Management P.O. Box 5750 JBER, Alaska 99505-5750

HAZARD MITIGATION GRANT PROGRAM (HMGP) DEED RESTRICTION FOR ACQUISITION OF PROPERTY FOR PURPOSE OF OPEN SPACE

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, [state or tribe] has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated [date] with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in [Village/City/County], and [Village/City/County] participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

Whereas, the [local government], acting by and through the [local government] Board, has applied for and been awarded federal funds pursuant to an agreement with *State+ dated *date + ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

- 1. Terms. Pursuant to the terms of the **[select mitigation grant program]** program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
- a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
- b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.
 - iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.
 - iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
- 2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
- 3. Monitoring and Reporting. Every three years on [date], the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
- 4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

- a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
 - b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
 - c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.
- 5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.
- 6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

CITY OF CORDOVA Cordova, Alaska

LEASE

RECITALS

WHEREAS, the City owns that certain parcel of land in Cordova, Alaska generally described as Lot__, Block__, ____, Plat_____, located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the "Premises"); and

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

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

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

1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City hereby leases to Lessee and Lessee hereby leases from the City, the Premises, as described above and illustrated in Exhibit A, attached and incorporated into this Lease.

2. LEASE TERM

The Lease Term will be twenty (XX) years, commencing on _______, 201X, (the "Commencement Date") and terminating at 11:59 p.m. on ______, 20XX (the "Lease Term"), unless earlier terminated in accordance with the terms of this Lease.

3. RENT

A. Base Rent. The annual rent for each year of the Lease Term will be XXXX Hundred Dollars and no cents (\$XXXX) or XXX Dollars (\$XXXX) in twelve monthly installments ("Base Rent"). Base Rent is due on the first day of each calendar month during the Lease Term. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 20.E of this Lease, or at any other place the City directs in writing. Base Rent shall be paid promptly when due without notice or

demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

B. Additional Charges. In addition to the Base Rent, Lessee acknowledges and agrees that Lessee is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 7 and all other sums, costs, expenses, taxes (including 6% sales tax, which shall be paid by Lessee monthly at the same time Lessee makes its monthly payments of Base Rent to the City) and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (the "Additional Charges").

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

- C. Late Penalty Provision. Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; such charge shall be considered liquidated damages and shall be due and payable as additional rent. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.
- **D.** Adjustment of Base Rent. Beginning on the first anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to operated by Lessee, and the leased premises shall not, without prior written consent of the Lessor, be used for any other purposes. Lessor expressly reserves the right to terminate this lease in the event Lessee fails to operate said use for a period of eighteen consecutive months. Occupation of the Premises shall be from May 2nd through November 30th only. If a avalanche hazard is declared by the city during that time frame, the lessee shall remove all structures and appurtenances.

B. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises immediately and without notice in the case of an

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

- C. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent. Lessee shall not cause or permit any Hazardous Material (as defined in Section 9.B of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.
- **D. Lessee's Acceptance of Premises**. Lessee has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Lessee may make of the Premises. Lessee accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent or employee of the City relating to or in furtherance of the lease of the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute §9.65.070, or any amendment thereto.
- **E.** The City many terminate this Lease for any or no reason upon thirty (30) days' written notice to Lessee.

5. REPRESENTATIONS AND WARRANTIES

Lessee represents and warrants to the City that Lessee is not delinquent in the payment of any obligation to the City, and Lessee has not previously breached or defaulted in the performance

of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured.

6. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

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

7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

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

8. LIENS

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

9. INDEMNIFICATION

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

expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

B. Environmental Indemnification. The City makes no representation or warranty regarding the presence or absence of any Hazardous Material (as hereafter defined) on the Premises. Lessee releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorneys' fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the Lease Term, that result from the use, keeping, storage, or disposal of Hazardous Material in, on, or about the Premises by Lessee, or that arise out of or result from Lessee's occupancy or use of the Premises or the use or occupancy of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees (other than the City), or authorized representatives. This release includes, without limitation, any and all costs incurred due to any investigation of the Premises or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision, or by law or regulation. Lessee agrees that it shall be fully liable for all costs and expenses related to the use, storage, and disposal of Hazardous Material generated, kept, or brought on the Premises by Lessee, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

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

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

10. INSURANCE

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

- **A.** Commercial General Liability. Commercial general liability insurance in respect of the Premises and the conduct of Lessee's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;
- **B.** Property Insurance. Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such commercially reasonable terms and consistent with the customary commercial coverages in the City of Cordova;
- **C. Personal Property Insurance.** Personal property insurance covering Lessee's trade fixtures, furnishings, equipment, and other items of personal property, as soon as such items are initially located on the Premises; and
- **D. Workers' Compensation Insurance.** Workers' compensation insurance and other insurance as required by law.

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

11. REMOVAL OF PROPERTY

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

12. <u>DEFAULT AND REMEDIES</u>

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

- i. The failure to make payment when due of any installment of rent, Additional Charges or of any other sum herein specified to be paid by the Lessee;
- ii. The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including but not limited to any real property, personal property or sales taxes;
- iii. An assignment for the benefit of Lessee's creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt, or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities, or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing or other initial event;
- iv. The appointment of a receiver or a debtor-in-possession to take possession of the Premises (or any portion thereof) or of Lessee's interest in the leasehold estate (or any portion thereof) or of Lessee's operations on the Premises (or any portion thereof) by reason of Lessee's insolvency;
 - v. The abandonment or vacation of the Premises or any portion thereof;
- vi. Execution, levy or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;
- vii. The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Lessee's use or occupancy of the Premises; or
- viii. The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Lessee. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.
- **B.** Remedies. If the Lessee breaches any provision of this Lease, in addition to all other rights and remedies the City has at law or in equity, the City may do one or more of the following:
- i. Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.

- ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's expense, all without service of notice or resort to legal process, which Lessee waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Lessee's default. If Lessee does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;
 - iii. Declare this Lease terminated;
- iv. Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Lessee;
- v. Recover an amount to be due immediately upon breach equal to the sum of all rent, Additional Charges and other payments for which Lessee is obligated under the Lease;
 - vi. Recover the costs of performing any duty of Lessee in this Lease;
- vii. Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

13. SUBSIDENCE

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

14. VACATION BY LESSEE

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

15. RESERVATION OF RIGHTS

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

16. SIGNS

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

17. HOLDING OVER

If Lessee with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22 or such successor provision of the code then in effect, and shall be terminable on 30 days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

18. EMINENT DOMAIN

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

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

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

19. <u>COSTS</u>

Lessee shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the negotiation, drafting, preparation, operation, and enforcement of this Lease, including, without limitation, attorneys' fees and costs incurred by the City. All outstanding fees and costs shall be paid in full no later than the time of the City's execution of this Lease.

20. MISCELLANEOUS

- **A.** Time Is of the Essence. Time is of the essence of this Lease and of each provision hereof.
- **B.** Entire Agreement. This Lease represents the entire agreement between the parties with respect to the subject matter hereof, and may not be amended except in writing executed by the City and Lessee.
- C. Governing Law and Venue. This Lease shall be subject to the provisions of the Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.
- **D.** Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Lessee and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Lessee other than the relationship of lessee and lessor.
- **E. Notice.** All notices hereunder may be hand-delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

TO CITY:	TO LESSEE:
City of Cordova	
Attn: City Manager	Attn:
P.O. Box 1210	
Cordova, Alaska 99574	•

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

- **F.** Captions. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.
- **G.** No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach shall effect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.
- **H. Survival.** No expiration or termination of this Lease shall expire or terminate any liability or obligation to perform which arose prior to the termination or expiration.
- **I. Partial Invalidity.** If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- **J. Successors and Assigns.** The terms, covenants and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the City and Lessee.
- **K.** Estoppel Certificates. Either party shall at any time and from time to time, upon not less than 10 days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment, that the same is in full force and effect as amended and stating the amendments); that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.
- **L. Recordation of Lease.** The parties agree that this Lease shall not be recorded, but upon the request of either party, the other party will join the requesting party in executing a memorandum of lease in a form suitable for recording, and each party agrees that such memorandum shall be prepared and recorded at the requesting party's expense.
- **M. Authority.** Lessee represents that it has all necessary power and is duly authorized to enter into this Lease and carry out the obligations of Lessee. Lessee further represents that Lessee has the necessary power to authorize and direct the officer of Lessee whose name and signature appear at the end of this Lease to execute the Lease on Lessee's behalf.
 - **N.** Exhibits. Exhibit A to this Lease is hereby specifically incorporated into this Lease.
- **O.** No Third Party Beneficiaries. Nothing in this Lease shall be interpreted or construed to create any rights or benefits to any parties not signatories or successors or permitted assigns of signatories to this Lease.

- **P.** Interpretation. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against the City or Lessee as both City and Lessee have had the assistance of attorneys in drafting and reviewing this Lease.
- **Q. Counterparts.** This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- **R.** Attorney's Fees. In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Lessee agrees that Lessee shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

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

CITY:	CITY OF CORDOVA
	Ву:
	Its: City Manager
	Date:
	Attest:City Clerk
LESSEE:	
	By:
	Its:
	Date:

EXHIBIT A





AGENDA ITEM # 9d, 9e, 9f Planning Commission Meeting Date: 4/13/21

PLANNING COMMISSION COMMUNICATION FORM

FROM:	Samantha	Greenwood,	Public	Works Director
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Tony Schinella, Harbormaster

DATE: 4/6/21

ITEM: Resolution 21-03, 21-04, 21-05

NEXT STEP: Approve Resolutions

	INFORMATION
	MOTION
X	RESOLUTION

I. REQUEST OR ISSUE:

Staff seeks approval of resolutions supporting the following grants: Better Utilizing Investments to Leverage Development (BUILD), Economic Development Administration (EDA), and Port Infrastructure Development Program (PIDP). Resolutions by governing body supporting the application are required. The application for BUILD and PIDP will be for the maximum grant amount of 25 million. The EDA grant amount will be 8.7 million.

II. RECOMMENDED ACTION / NEXT STEP:

"I move to approve Resolution 21-03, 21-04, 21-05."

III. FISCAL IMPACTS:

The BUILD and PIDP have not yet announced the 2021 application period, in the past BUILD did not require a match from rural communities, while the PIDP requires a 20% match. The harbor can use state funding or bond proceeds for this match. The harbor will be required to match a portion of the EDA grant if received, although the amount will be determined as we move forward.

IV. BACKGROUND INFORMATION:

Staff had a consultation with the BUILD grant staff concerning the shortcomings of the 2020 application and are moving forward with their recommendations. Staff have talked with PIDP representatives and are working with them as they gather information and begin to rough out the narrative.

BUILD and PIPD are 25 million and replace entire south harbor, create a drive down dock, install sheet piling and increase parking on the uplands above the sheet pile. Upgrades water, electrical and fire lines to all docks, and adds cranes.

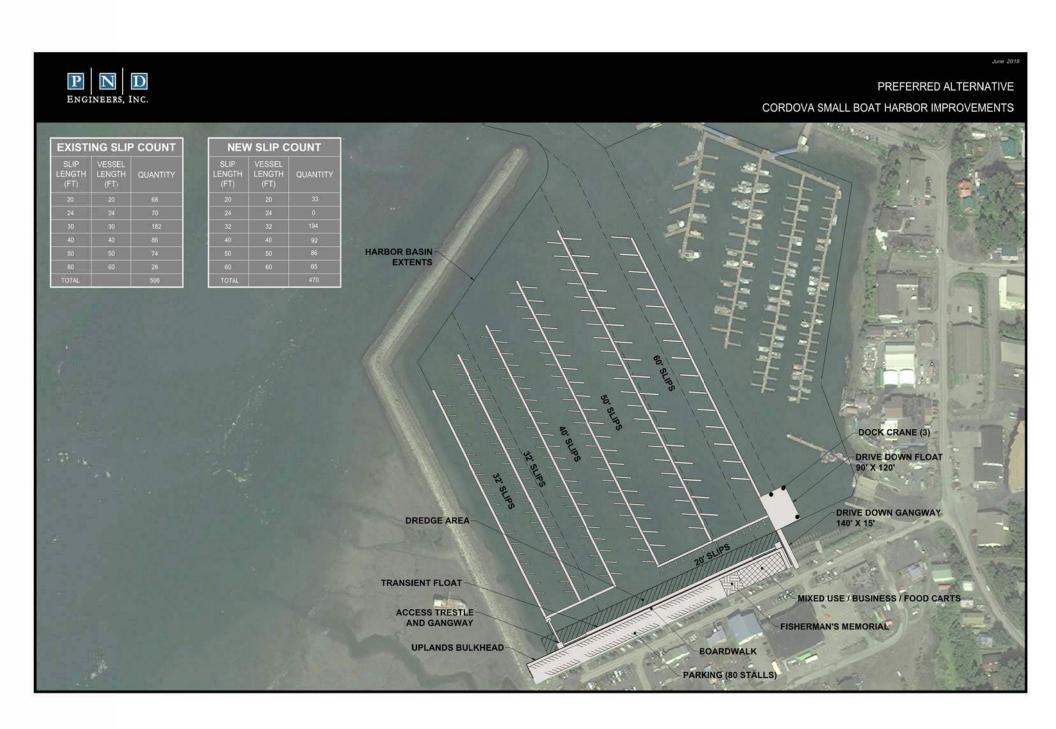
The EDA grant replaces G, H, and I docks and a portion of L. Creates a drive down the dock, upgrades water, electrical and fire lines to all docks and adds cranes.

VI. <u>LEGAL ISSUES:</u>

N/A

VII. SUMMARY AND ALTERNATIVES:

N/A



A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA, ALASKA, SUPPORTING THE BUILD GRANT APPLICATION TO IMPROVE AND UPGRADE THE CORDOVA SOUTH HARBOR

WHEREAS, the South Harbor is over 35 years old and has surpassed its intended design life; and

WHEREAS, the South Harbor Condition Assessment report done in 2016 by PND engineers states that the South Harbor float system was found to be in generally poor to serious condition with observed issues requiring immediate repair; and

WHEREAS, the report also noted that electrical, fire suppression, and water supply are not up to code; and

WHEREAS, this project is a priority of the Harbor Department, Harbor Commission and Planning Commission, and appears annually on the City Council Capital Improvement Projects list; and

WHEREAS, a drive down dock with cranes will improve harbor efficiencies for loading and unloading boats, all-tide vehicular access, and improve safety by relieving congestion at the boat launch; and

WHEREAS, a bulkhead lining the majority of the south side of the harbor will provide additional moorage, improve parking, incorporate economic development for small business and improve overall quality of life; and

WHEREAS, the project will bring the harbor into compliance with modern safety, fire, and electrical codes; would improve access for the disabled, and make the harbor safer for fishermen to use by providing even walking surfaces and an ADA compliant gangway.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska, supports the BUILD Grant application to improve and upgrade the Cordova South Harbor

PASSED AND APPROVED THIS 13TH DAY OF APRIL 2021

	Nancy Bird, Chair
ATTEST:	
	Leif Stavig, City Planner

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA, ALASKA, SUPPORTING AN ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) GRANT APPLICATION TO IMPROVE AND UPGRADE THE CORDOVA SOUTH HARBOR

WHEREAS, the South Harbor is over 35 years old and has surpassed its intended design life; and

WHEREAS, the South Harbor Condition Assessment report done in 2016 by PND engineers states that the South Harbor float system was found to be in generally poor to serious condition with observed issues requiring immediate repair; and

WHEREAS, the report also noted that electrical, fire suppression, and water supply are not up to code; and

WHEREAS, this project is a priority of the Harbor Department, Harbor Commission and Planning Commission, and appears annually on the City Council Capital Improvement Projects list; and

WHEREAS, a drive down dock with cranes will improve harbor efficiencies for loading and unloading boats, all-tide vehicular access, and improve safety by relieving congestion at the boat launch; and

WHEREAS, the project will bring the harbor into compliance with modern safety, fire, and electrical codes; would improve access for the disabled; and make the harbor safer for fishermen to use by providing even walking surfaces and an ADA compliant gangway.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska, supports the EDA grant application to improve and upgrade the Cordova South Harbor

PASSED AND APPROVED THIS 13th DAY OF APRIL 2021

	Nancy Bird, Chair
ATTEST:	
	I 'CO' ' C'' N
	Leif Stavig, City Planner

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA, ALASKA, SUPPORTING THE PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP) GRANT APPLICATION TO IMPROVE AND UPGRADE THE CORDOVA SOUTH HARBOR

WHEREAS, the South Harbor is over 35 years old and has surpassed its intended design life; and

WHEREAS, the South Harbor Condition Assessment report done in 2016 by PND engineers states that the South Harbor float system was found to be in generally poor to serious condition with observed issues requiring immediate repair; and

WHEREAS, the report also noted that electrical, fire suppression, and water supply are not up to code; and

WHEREAS, this project is a priority of the Harbor Department, Harbor Commission and Planning Commission, and appears annually on the City Council Capital Improvement Projects list; and

WHEREAS, a drive down dock with cranes will improve harbor efficiencies for loading and unloading boats, all-tide vehicular access, and improve safety by relieving congestion at the boat launch; and

WHEREAS, a bulkhead lining the majority of the south side of the harbor will provide additional moorage, improve parking, incorporate economic development for small business and improve overall quality of life; and

WHEREAS, the project will bring the harbor into compliance with modern safety, fire, and electrical codes; would improve access for the disabled; and make the harbor safer for fishermen to use by providing even walking surfaces and an ADA compliant gangway.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska, supports the PIDP grant application to improve and upgrade the Cordova South Harbor

PASSED AND APPROVED THIS 13th DAY OF APRIL 2021

	Nancy Bird, Chair
ATTEST:	
	Leif Stavig, City Planner



AGENDA ITEM # 9g Planning Commission Meeting Date: 4/13/21

PLANNING COMMISSION COMMUNICATION FORM

FROM:	Historic Preservation Commission
DATE:	3/26/21
ITEM:	Resolution 21-06 – Adopting Historic Buildings Survey Plan
NEXT STEP:	Pass Resolution
 X	INFORMATION MOTION RESOLUTION

I. REQUEST OR ISSUE:

Adoption of Historic Buildings Survey Plan and Historic Buildings Roster for attachment to the City of Cordova Comprehensive Plan.

II. RECOMMENDED ACTION / NEXT STEP:

Adopt resolution and send to City Council.

III. FISCAL IMPACTS:

None

IV. BACKGROUND INFORMATION:

Representing the Certified Local Government (CLG) for the City of Cordova, the Historic Preservation Commission is responsible for maintaining an inventory of historic buildings in Cordova. The last complete inventory was completed by Nicki Nielsen in the 1980s. Through a grant received from the CLG program in 2020, the Historic Preservation Commission worked with True North Sustainable Development Solutions to create a template to conduct a survey utilizing volunteers comprised of community members, Historical Society members and students. Training is tentatively set to take place early this fall.

Adopting this Historic Buildings Survey Plan as an attachment to the City Comprehensive Plan by resolution follows the plan update guidelines of the Comprehensive Plan. City Council will also need to adopt the plan. From the Comprehensive Plan update guidelines:

An amendment permanently changes the plan by adding to or modifying the basic intent. Such changes can be recommended by the administration or public and approved by the Planning Commission and City Council.

VI. <u>LEGAL ISSUES:</u>

N/A

VII. SUMMARY AND ALTERNATIVES:

N/A

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA, ALASKA, ADOPTING A HISTORIC BUILDINGS SURVEY PLAN AS AN ATTACHMENT TO THE CITY'S COMPREHENSIVE PLAN

WHEREAS, the Historic Preservation Commission is responsible to maintain an inventory of historic buildings in Cordova; and

WHEREAS, the Historic Preservation Commission wishes to complete this inventory in a manner encouraging the involvement of local residents and, particularly of interested high school students; and

WHEREAS, the Historic Preservation Commission participated in the summer of 2020 in the development of a survey plan with templates to complete an inventory of historic buildings in Cordova; and

WHEREAS, this plan was developed and coordinated in collaboration with the National Park Service and the professional services of True North Sustainable Development Solutions, LCC; and

WHEREAS, the Historic Preservation Commission is dedicated to preserving historic buildings, and sharing the importance of their history; and

WHEREAS, the Planning Commission supports the Historic Preservation Commission's efforts; and

WHEREAS, the Planning Commission recommends the City Council adopt the Historic Buildings Survey Plan as an attachment to the City's Comprehensive Plan,

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska, adopts a Historic Buildings Survey Plan as an attachment to the City's Comprehensive Plan.

PASSED AND APPROVED THIS 13th DAY OF APRIL 2021

	Nancy Bird, Chair
ATTEST:	
	Leif Stavig, City Planner

CITY OF CORDOVA, ALASKA CORDOVA HISTORIC PRESERVATION COMMISSION RESOLUTION 21-01

A RESOLUTION OF THE CORDOVA HISTORIC PRESERVATION COMMISSION OF THE CITY OF CORDOVA, ALASKA, ADOPTING A SURVEY PLAN AND RECOMMENDING IT BE ATTACHED TO THE CITY'S COMPREHENSIVE PLAN

WHEREAS, the Historic Preservation Commission is responsible to maintain an inventory of historic buildings in Cordova; and

WHEREAS, the Historic Preservation Commission wishes to complete this inventory in a manner encouraging the involvement of local residents and, particularly of interested high school students; and

WHEREAS, the Historic Preservation Commission participated in the summer of 2020 in the development of a survey plan with templates to complete an inventory of historic buildings in Cordova; and

WHEREAS, this plan was developed and coordinated in collaboration with the National Park Service and the professional services of True North Sustainable Development Solutions, LCC; and

WHEREAS, the Historic Preservation Commission is dedicated to preserving historic buildings and sharing the importance of their history,

NOW, THEREFORE BE IT RESOLVED THAT the Historic Preservation Commission of the City of Cordova, Alaska hereby adopts the document titled "Historic Buildings Survey Plan and Historic Buildings Roster for the Cordova Historic Preservation Commission," and

BE IT FURTHER RESOLVED THAT the Historic Preservation Commission recommends this document to the Cordova Planning and Zoning Commission for attachment to the city's comprehensive plan.

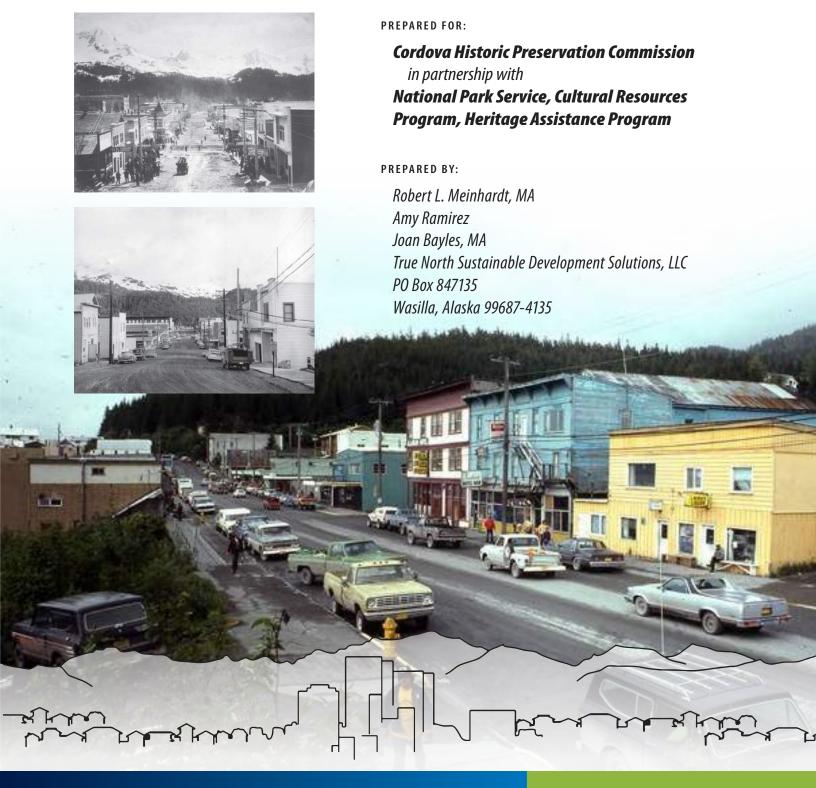
PASSED AND APPROVED THIS 23RD DAY OF MARCH, 2021

Cathy R. Sherman, Chair

ATTEST:

Leif Stayig, City Planne

HISTORIC BUILDINGS SURVEY PLAN AND HISTORIC PROPERTIES ROSTER FOR THE CORDOVA HISTORIC PRESERVATION COMMISSION



Cover Images:

First Street, Cordova, Alaska. 1910. UAF-1997-139-656. Ralph E. Mackay Collection, Alaska and Polar Regions Collections, Elmer E. Rasmuson Library, University of Alaska Fairbank.

Downtown Cordova, Alaska. July 1965. AMRC-wws-4313-15. Ward Wells Collection, Anchorage Museum at Rasmuson Center.

Cordova, Alaska (CBD) First Street. June 1982. uaa-hmc-1113-60028. Nancy Simmerman photographs, Archives and Special Collections, Consortium Library, University of Alaska Anchorage.

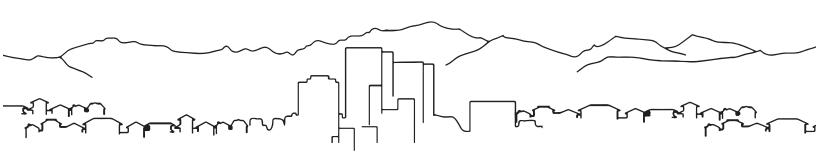


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ACRONYMS/ABBREVIATIONS

AHRS Alaska Heritage Resources Survey
CAA Civilian Aeronautics Administration

City City of Cordova

CLG Certified Local Government

COR Cordova

CR&NW Copper River and NorthwesternFAA Federal Aviation AdministrationHPC Historic Preservation Commission

IBS Integrated Business Suite
MLS Multiple Listing Service

NHPA National Historic Preservation Act

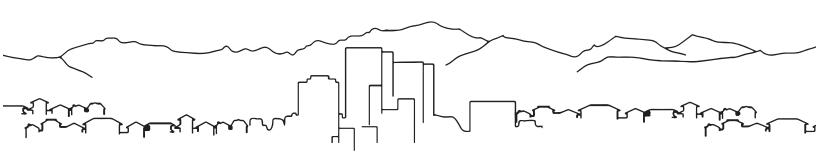
NPS National Park Service

NRHP National Register of Historic Places
OHA Office of History and Archaeology
SHPO State Historic Preservation Office

TNSDS True North Sustainable Development Solutions

USFS United States Forest Service
USGS United States Geological Survey

WWII World War II



INTRODUCTION

The Cordova Historic Preservation Commission (HPC), in collaboration with the National Park Service (NPS), is working to complete a roster of historic buildings located within the City of Cordova. The HPC and NPS, through the Heritage Assistance Program, contracted with True North Sustainable Development Solutions, LLC, (TNSDS) to review and synthesize the existing information (as of June 25, 2020) from previous historic buildings surveys, community-wide historic preservation efforts, and any other relevant cultural resources investigations. This review is intended to assist HPC by developing a framework for carrying out future historic buildings surveys. This survey plan and historic properties roster incorporates historic resources designated on the Alaska Heritage Resources Survey (AHRS) database and is consistent with guidelines provided by the Alaska Office of History and Archaeology (OHA) and the NPS for conducting surveys. It is the intent for the roster to be expanded over time as more buildings become historic in age (50 years) and eligible for potential inclusion in local, state, and/or national registers of historic places.

Project Scope

The purpose of this survey plan is to assist the HPC by synthesizing background information pertaining to historic preservation in Cordova and to provide guidance for completing future historic buildings surveys. A draft historic properties roster is also provided for future use when surveying historic buildings for inclusion on local, state, and/or national registers of historic places. The development of a historic properties roster will help the HPC to maintain a register or inventory of historic places within the City of Cordova (City).

METHODS

Methods used to create this survey plan adhere to both federal and state guidelines for historic preservation, including the following:

- Secretary of Interior's Standards for Archaeology and Historic Preservation (48 FR 44716) https://www.nps.gov/history/local-law/arch_stnds_0.htm
- Secretary of Interior's Standards for Identification, Historical, Architectural, and Archaeological Documentation and Evaluation (36 CFR §61)
 https://www.nps.gov/history/local-law/arch_stnds_2.htm
- National Register Bulletin #16 How to Complete the National Register Registration Form https://www.nps.gov/subjects/nationalregister/upload/NRB16A-Complete.pdf
- National Register Bulletin #24 Guidelines for Local Surveys: A Basis for Preservation Planning
 https://www.nps.gov/subjects/nationalregister/upload/NRB24-Complete_Part1.pdf https://www.nps.gov/subjects/nationalregister/upload/NRB24-Complete_Part2.pdf
- Alaska Historic Resource Survey Manual and the Alaska Architectural Style Guide http://dnr.alaska.gov/parks/oha/pdf/BuildingManualFinal.pdf

Background research was completed as part of a desktop review and was intended to identify documented historic buildings, structures, and/or districts within the City. Data from this review was assessed to ascertain historical patterns of development and delineate proposed survey areas for future historic buildings surveys. It also contributed to the development of a historic properties roster.

Background Research

Data used to direct the development of a survey plan and delineate proposed survey areas was obtained from the HPC and OHA. Databases maintained by federal agencies (i.e. US Forest Service) were not the focus of the desktop

review, although agency sources submitted to the Alaska State Historic Preservation Officer (SHPO) and available on the Alaska OHA's Integrated Business Suite (IBS) Portal were reviewed and assessed for relevance for the development of a survey plan. The Document Repository is one feature in the Alaska OHA's IBS Portal reviewed for documents submitted from previous surveys and inventories undertaken within the City. The documents reviewed for the development of a survey plan pertained to historic building documentation, evaluations for inclusion in the National Register of Historic Places (NRHP), and federal agency consultation pursuant to Section 106 of the National Historic Preservation Act (NHPA) of 1966.

The NRHP database maintained by the NPS was searched for potential properties in the City that have been nominated on the NRHP (NPS 2020). The data was then compared to NRHP data available at the Alaska OHA to identify proposed and non-eligible historic districts.

Tax records maintained by the City were reviewed for possible dates of construction. It is important to note challenges were encountered when researching property details. For instance, records are only available in a hard-copy format and property details are not consistently available in the tax files (Tina Hammer, personal communication to Amy Ramirez, June 16, 2020). Given this project included approximately 200 properties, a manual search of the hard copies was not conducted. The City Planner did, however, provide maps of the city and offered guidance on neighborhood designations in the City (Leif Stavig, personal communication to Amy Ramirez, June 22, 2020).

Review of the Multiple Listing Service (MLS) for real estate sales was completed for two areas where research resulted in minimal, if any data pertaining to construction dates. MLS listings dating to 1980 were reviewed for the Eccles Lagoon Survey Area (Table 1) and the Alder to Spruce Residential Survey Area (Table 2). Roughly seven to eight listings per survey area provided build dates and helped in understanding the development areas for these two survey areas.

Table 1. Eccles Lagoon Survey Area building stock in MLS listings 1980s and 1990s.			
Address	Date of Construction		
Mile 6 Whitshed Road	2017		
103 East Heinrichs	2006		
103 East Heinrichs Loop Road	1983		
104 B Whiskey Ridge Road	1984		
2245 Eccles Lagoon	1991		
2007 Whitshed Road	1970		
101 Whiskey Ridge Road	1987		
(no #) Whiskey Ridge Road	1996		

Table 2. Alder to Spruce Residential Survey Area building stock in MLS 1970s and 1990s.				
Address	Date of Construction			
101 Alder Way	1974			
601 Birch Street	1975			
600 Birch Street	1974			
606 Birch Street	1990			
1013 Young Drive	1975			
607 Birch Street	1971			
701 9th Street	1994			

Survey Area Designations

Based on the review of existing information, twenty proposed survey areas were delineated within the City. Survey boundaries vary in size and are based on both quantification and qualification of development, including quantity of resources designated on the AHRS database, development density, property types, and age. The proposed survey areas are intended to provide the City with a streamlined approach to maintaining a database of historic properties by phasing future surveys. These survey areas are intended to serve as a framework for both updating documented historic buildings and for an ongoing inventory of historic properties through the use of a uniform roster adopted for all surveys conducted in the City.

Distribution, Density and Limitations

Historic properties reviewed from the IBS Portal included buildings, structures, and districts (Figure 1). It should be noted trails, roads, objects (i.e. boats), and archaeological sites were not reviewed and are excluded from the survey plan. The Copper River and Northwestern (CR&NW) Railway and the Copper River Highway are two examples of significant historic resources that should be inventoried under a separate survey plan. Archaeological resources should also be considered under a separate plan. There were 12 archaeological sites on the AHRS database identified as mostly historic in age.

The IBS Portal was reviewed to analyze the distribution of historic properties within the City designated on the AHRS database. Some areas, such as 1st and 2nd streets, were identified as having a high density of properties on the AHRS database. These areas were divided into smaller survey areas to better manage future surveys.

It is also important to note extant and non-extant historic properties were not verified from this review. Historic properties designated on the AHRS database should be added to the survey roster and confirmation as to whether or not they are still extant should be validated as surveys are completed.

Historic properties designated on the AHRS database as historic districts were not researched any further to determine the validity of district boundaries. Districts should be considered when surveys are carried out in survey areas containing a high density of historic buildings. Historic district(s) assessments and evaluations should be performed after survey in each area has been completed and sufficient information is available to better delineate and/or update district boundaries.

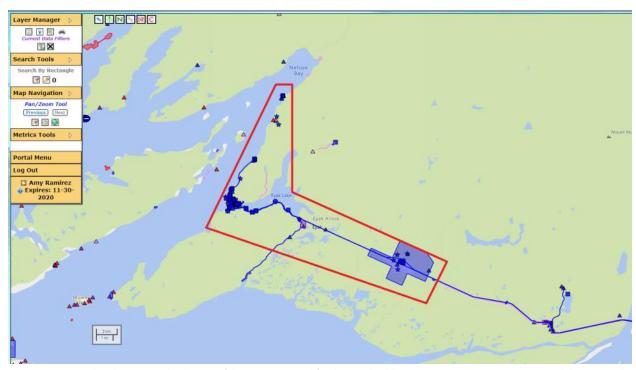


Figure 1. Geographical extent (red polygon) of the area reviewed for data on buildings (squares), structures (stars) and districts (polygons; Alaska OHA 2020).

The Document Repository in the IBS was reviewed for previous historic preservation investigations that have occurred within the City. The search was limited to investigations pertaining to building documentation, NRHP evaluations, and Section 106 compliance efforts completed within the geographic constraints of USGS topographic map quadrant Cordova C-5 (COR5).

Development Patterns

Consideration was given to development patterns within the City when delineating survey areas. Those areas with high concentrations of historic properties designated in the AHRS database were determined to be indicative of early development patterns. Those areas devoid of AHRS designations were subject to further review to both determine if previous surveys have been conducted and/or to identify possible development patterns from the recent past (1970s to the present) that may warrant future survey. In general, Odiak Slough and the waterfront lands were the first areas to be developed, followed by the core of downtown centered on 1st and 2nd streets. Development along Lake Avenue and both the north and south sides of Eyak Lake followed this early development, with more recent infill along Whitshed Road. The 1964 earthquake devasted the waterfront district, which resulted in a redevelopment and recovery period for much of this area.

Property Types

Property types were also considered when delineating survey areas. For the purposes of this survey plan, a property type is defined as a building's function or use. Cordova consists of various property types, including areas with industrial, agricultural, commercial, and domestic use(s). Industrial and agricultural properties tend to be located near the waterfront in Cordova and include waterworks, processing, manufacturing, and industrial storage. Domestic buildings are distributed in high concentrations throughout Cordova, in both residential and mixed-use neighborhoods. Domestic properties in Cordova include single and multi-family dwellings (single family residences and apartments), secondary structures such as associated outbuildings, hotels, and institutional housing. Commercial properties include businesses, professional offices, organizations, financial institutions, specialty stores, restaurants, and warehouses. Areas in the City exhibiting mixed-uses are mostly characterized by buildings with commercial on first level and domestic on upper level, or domestic and commercial buildings within close proximity to one another.

Historical Themes

Several historical themes have been identified through the review of background information. Building types and styles associated with some of the themes have changed over time. For example, buildings and structures related to fishing can range from fish traps to entire cannery complexes. The identified themes, thus far, are:

- Industry
 - waterworks
 - energy facilities
 - communications
 - warehousing/storage
- · Domestic Residential Development
 - single dwelling
 - multiple dwelling
 - secondary structures
 - hotels
 - institutional housing
 - camp
- Commerce/Trade
 - business
 - professional
 - organizational
 - financial

- specialty store
- restaurant
- warehouse
- Agriculture
 - marine product processing/fishing
 - storage
- Social
 - meeting hall
 - clubhouse
 - civic
- Government
 - city hall
 - correctional
 - fire station
 - post office
 - public works
 - courthouse
- Education
 - school
 - library
- Religion
 - religious facility
 - church school
 - church-related residence
- Funerary
 - cemeteries
- · Recreation and Culture
 - theater
 - museum
 - sports facilities
 - outdoor recreation
- Health Care
 - clinic
 - hospital
- Defense
 - military facility
 - air facility
- Transportation
 - air
 - road
 - rail
 - water
- Architecture

These themes were considered when delineating the survey areas presented in this plan. Some survey areas were designated because of their association with historical themes, such as the Wharf Zone (Industry, Transportation, Agriculture, Commerce/Trade), 1st and 2nd Streets Commercial Survey Area (Domestic, Commerce/Trade, Government), and Small Boat Harbor (Transportation- Boat). Alder to Spruce Residential Survey Area and North 1st Street Residential are believed to have primarily domestic buildings. Odiak Slough Survey Area was created using the themes of Industry, Agriculture, and Transportation.

Building Inventory Roster

The HPC currently does not have a roster of historic properties within the City. Results from previous cultural resources surveys and historic building inventories have yet to be synthesized into a comprehensive list of historic properties. These surveys mostly resulted from state and/or federal compliance with historic preservation laws, or through the Certified Local Government (CLG) or State of Alaska. The following are the most comprehensive surveys to be conducted in Cordova:

- Nicki Nielsen completed a building inventory under a grant from the Alaska Historic Commission in 1981 that resulted in a collection of historic images that was later published in *From Fish and Copper: Cordova's Heritage and Buildings*. This publication contains an appendix with a list of properties catalogued during her inventory of historic buildings (Nielsen 1981; Nielsen 1984).
- Rolfe Buzzell carried out historic building inventories on behalf of OHA for city streets improvements in the
 early 2000s (Buzzell 2002; Buzzell 2003; Thompson and Buzzell 2004). These inventories focused on documentation and NRHP evaluation of historic properties on 1st Street and the Copper River Highway (Buzzell
 2002), Lake Avenue (Buzzell 2002), and at the airport (Thompson and Buzzell 2004).

The HPC has begun to digitize Nielsen's list from 1981 in an Excel spreadsheet. This spreadsheet serves as the foundation for creating a comprehensive roster of historic buildings to which other previous inventories can be added. More importantly, it is a rudimentary template for adding data fields consistent with other commonly used survey forms, such as the OHA Alaska Building Inventory Form and NRHP nomination application form.

RESULTS OF BACKGROUND RESEARCH

Previous Historic Preservation Efforts

Previous historic preservation efforts in Cordova were reviewed to provide an understanding of the historic and architectural context of the area, and as a means to assess the types and likelihood of encountering undocumented historic properties in the City. As previously mentioned, most of these surveys resulted from regulatory obligations to comply with federal and state historic preservation laws, and were associated with transportation improvements, facilities construction and maintenance, defense, and public use. Table 3 provides a comprehensive list of historic preservation efforts identified from the desktop review.

Table 3. Previous Historic Preservation Efforts in Cordova.						
Report Title	Author	Year	Location	Source		
National Register of Historic Places Inventory Nomination Form, Cordova Post Office and Courthouse, COR-00083	Lavon Branshaw Glenn Mast Hollis Henrichs	1974	Southeast Corner of 2nd Street and Browning	Alaska OHA		
Lower Copper and Chitina Rivers: An Historic Resource Study, History and Archaeology Series No. 5	William Hanable Karen Wood Workman	1974	Various	Alaska OHA		

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Report Title	Author	Year	Location	Source
National Register of Historic Places Inventory Nomination Form, Reception Building, COR-00115	Philip Collins Michael Kennedy	1978	Northeast corner of 2nd Street and Browning Avenue	Alaska OHA
National Register of Historic Places Inventory Nomination Form, St. Michael the Archangel Church in Cordova, COR-00021	Alfred Mongin Father Joseph Kreta	1979	Lake Avenue	Alaska OHA
Cultural Resources Overview of the Chugach National Forest	John Mattson Gerald Clark Madonna Moss	1979	Various	Alaska OHA
National Register of Historic Places Inventory Nomination Form, Red Dragon Historic District, COR-00170	Nicki Nielsen Michael Kennedy	1980		Alaska OHA
Unknown	Nicki j. Nielsen	1981	Block by block of older buildings	Do not have a copy
Cordova's Historic Buildings	Nancy Ross	1983	Various	Do not have a copy
From Fish and Copper: Cordova's Heritage and Buildings	Nicki j. Nielsen	1984	Block by block of older buildings	Cordova HPC
Cordova, The First 75 Years: A Photographic History	Rose C. Arvidson	1984	All	Public Libraries
Archaeological Reconnaissance Report (Summary)	John L. Mattson	1986	208 1st Street	Alaska OHA
Shepard Point Road, Cultural Resources Survey, Cordova, Alaska (Project No. 65928)	Rolfe G. Buzzell	1995	Shoreline of Orca Bay	Do not have a copy
Cultural Resources Project Clearance for the Cordova Post Office Parking Lot 99-04-15	Myra Gilliam	1999	Southeast Corner of 2nd Street and Browning	Alaska OHA
Determination of Eligibility for Air Navigation Facilities Built by the Civil Aviation Administration in Alaska, 1940- 1958 Volume I	Paul Chattey	1999	Airport Property	Alaska OHA
Determination of Eligibility for Air Navigation Facilities Built by the Civil Aviation Administration in Alaska, 1940- 1958 Volume II	Paul Chattey	2000	Airport Property	Alaska OHA
Letter: USFS Rehabilitation of the Old Cordova Post Office, 49-COR-083	Dave Gibbons	2001	Southeast Corner of 2nd Street and Browning	Alaska OHA
Alaska State Historic Preservation Office Comments Document Under Review: Old Cordova Post Office - Phase IV Interior Rehabilitation Renovation Project Manual and Drawings	James Malanaphy	2001	Southeast Corner of 2nd Street and Browning	Alaska OHA
Cordova Historic Building Survey for the First Street Sidewalk Improvement Project and the Copper River Highway Bicycle and Pedestrian Path, Mile 0-10.7, OHA Report No. 85	Rolfe G. Buzzell	2002	Orca Inlet Road, down 1st Street, out the Copper River Highway to USFS boundary	Cordova HPC
USCG Draft Finding of No Significant Impact for Improved Cordova Housing, Cordova, Alaska, Project #17-J01074	Carol L. Meyer	2002	USCG Family Housing, north end of Alder Street	Alaska OHA
ake Avenue Historic Building Survey, Cordova, Alaska DOT&PF Project No. 67379)	Rolfe G. Buzzell	2003	Lake Avenue between Second Street and Nirvana Park	Cordova HPC
Letter: Cordova Ferry Terminal Modifications Project, Cordova, AK	Van Sundberg	2003	Ferry Dock on Coast Guard Lane	Alaska OHA

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Report Title	Author	Year	Location	Source
Letter: Native Village of Eyak BIA Home Improvement Program Section 106 Compliance For A Residence At 906 Ingress Street, Cordova	Bruce Cain	2003	906 Ingress Street	Alaska OHA
Cultural Resource Reconnaissance of the Merle K (Mudhole) Smith Airport, Cordova and Material Site MS 851-067-5: ADOT&PF Project Number 61403, OHA Report No. 108	Daniel R. Thompson Rolfe G. Buzzell	2004	Airport property	Alaska OHA
Letter: Construction of A Walking Trail On Cordova Breakwater, Cordova, AK 3130-1R FHWA	Beth Poole	2004	Breakwater at small boat harbor	Alaska OHA
Letter: Section 106 Consultation for the Proposed Cordova Oil Spill Response Facility 3130-1R BIA 3330-6 COR-089	Judith E. Bittner Paula Sutton	2005	Morpac Cannery on Cannery Road and Shepard Point Cannery	Alaska OHA
Letter: Orca Inlet, John and Joanne Thomas, Navigational Aid BuildingCOR-518	Robert Jobson	2005	705 Railroad Avenue	Alaska OHA
Letter: NAHASDA Weatherization Program Undertakings on The Residence Located At 301 S. 2nd St., Cordova	Brandon Moonin (a)	2006	301 South 2nd Street	Alaska OHA
Letter: NAHASDA Weatherization Program, Cordova, AK., 300 Railroad Avenue	Brandon Moonin (b)	2006	300 Railroad Avenue	Alaska OHA
Addendum Cultural Resource Survey And Evaluation Report For The Cordova Oil Spill Response Facility Project, Cordova, Alaska, Project #E0012600	Paula Sutton	2006	Shepard Point	Alaska OHA
US DOI NPS National Register of Historic Places Registration Form for Pioneer Igloo Hall Number 19 (COR-190)	James D Casement	2012	621 First Street	Alaska OHA
Pioneer Igloo Hall Number 19 (COR-190) NRHP Supplementary Listing Record	James D Casement	2012	621 First Street	Alaska OHA
Oil Spill Response (OSR) Facility at Shephard Point, POA-1994-1014, Orca Cannery Cultural Resources Evaluation Shepard Point Oil Spill Response Facility and Connecting Road Project	Anjuli Grantham Barbara E. Bundy	2015	Shepard Point	Alaska OHA
Shepard Point MOA Annual Report and 2018 Field Report	Richard Stern	2018	Shepard Point	Alaska OHA
Cultural Resource Survey of Shepard Point Cannery Mess Halls, COR-428 and COR-429 Near Cordova, Alaska	Richard Stern Norma Johnson	2019	Shepard Point	Alaska OHA
Cultural Resources Level II Survey Whitshed Road and Pedestrian Improvements, NFHWY00129/0837(004)	Morgan Blanchard	2019	Downtown area	Alaska OHA

Documented Buildings, Structures, and Districts

A total of 197 buildings and structures were previously documented in the City. The documented buildings and structures are located from Shepard Point to the Municipal airport. A list of documented buildings and structures is provided as an attachment to this plan (Appendix A).

There are seven AHRS designations for historic districts within the City (Table 4). Three of the districts are proposed districts that have not received an evaluation for inclusion in the NRHP. They are the Cordova Historic District, the Cordova Garrison at Civilian Aeronautics Administration (CAA) Airfield, and Ocean Dock Historic District.

- The Cordova Historic District is a proposed district encompassing the entire downtown area of Cordova. The AHRS does not specify which properties contribute to the district, but that eight buildings are included.
- The Cordova Garrison at CAA Airfield no longer qualifies as a district because only one building remains after the other two were dismantled.
- The Ocean Dock Historic District was recommended significant by Rolfe Buzzell in 2002 but has yet to be evaluated for inclusion in the NRHP (Buzzell 2002).

Two districts were determined not eligible for inclusion in the NRHP, one was determined eligible, and another was nominated. The Shepard Point Cannery and the Maritime Historic District were both determined not eligible for inclusion in the NRHP due to loss of physical integrity. The Orca Cannery was determined eligible for inclusion in 1995 and the Red Dragon Historic District was listed in 1982.

Table 4. Documented Historic Districts in Cordova.						
AHRS No.	Resource Name	DOE Status	NRHP Status	Associated AHRS Sites		
COR-00003	CORDOVA HISTORIC DISTRICT	None	None	COR-00097 and COR-00117 PLUS SIX OTHER BUILDINGS		
COR-00089	SHEPARD POINT CANNERY	Determined not eligible by SHPO and agency	None	COR-00428, COR-00431, COR-00430, COR-00432, COR- 00429, COR-00433		
COR-00116	MARITIME HISTORIC DISTRICT	Determined not eligible by SHPO and agency	Nomination closed for other reason	NONE		
COR-00170	RED DRAGON HISTORIC DISTRICT	None	National Register of Historic Places	COR-00152, COR-00118		
COR-00411	ORCA CANNERY HISTORIC DISTRICT	Determined eligible by SHPO and agency	None	COR-00425. COR-00412. COR-00413. COR-00426 COR-00414. COR-00415. COR-00416. COR-00417. COR-00419 COR-00420. COR-00421. COR-00422. COR-00423. COR-00424		
COR-00461	CORDOVA GARRISON AT CAA AIRFIELD	None	None	COR-00398. COR-00544. COR-00536. COR-00543		
COR-00476	OCEAN DOCK HISTORIC DISTRICT (PROPOSED)	None	None	COR-00165. COR-00166. COR-00478 THROUGH COR-00500.		

SURVEY AREAS

A total of 20 survey areas are proposed within this survey plan. The survey areas are provided in Table 5, along with a summary of the survey area boundaries, a list of AHRS designations in each survey area (if any), and a brief narrative of the historic development of the area.

Area No.	Area Name	Geographic Description	Number of AHRS Designations	Associated AHRS Numbers	Historic Development
1	Shepard Point	This survey area is only accessible by boat through Orca Sound and contains the remnants of a salmon cannery at Shepard Point.	4	COR-00089, COR-00428, COR-00429, COR-00432	Cannery established in 1917 on homestead site of Jack Shepard; burned in 1945 and rebuilt/used by various canning companies (mostly gone).
2	North Orca Road	This survey area covers the northernmost mile of Orca Road.	11	COR-00411, COR-00413, COR-00414, COR-00415, COR-00416, COR-00417, COR-00419, COR-00420, COR-00421, COR-00423, COR-00424	The Orca Cannery was established in 1895, after the operation relocated from Odiak Slough. This survey area covers the entire property, containing 23 buildings, structures, and features dating primarily to 1945. The original cannery burned in 1944 and only three buildings survived. The facility was rebuilt 1945.
3	Cannery Row/ Ferry Terminal	West side of Cordova along Orca Inlet Road; includes the Cannery Row buildings and the ferry terminal facilities, as well as small buildings on the east side of Orca Inlet Road near the two complexes	28	COR-00476, COR-00499, COR-00500, COR-00489, COR-00498, COR-00497, COR-00478, COR-00479, COR-00444, COR-00477, COR-00487, COR-00483, COR-00484, COR-00482, COR-00486, COR-00485, COR-00165, COR-00166, COR-00486, COR-00494, COR-00493, COR-00491, COR-00490, COR-00480, COR-00492, COR-00491, COR-00496	The Ferry Terminal was built in the early 1970s - no historic properties have been reported here and lands have been built up since the 1964 earthquake. Cannery Row included the Pioneer Packing Co, the New England Fish Co, and more recently the Morpac Cannery. The properties are part of a proposed Ocean Dock Historic District, 1905-1950 - the Castle Inn is individually listed in the NRHP. Historic themes are associated with fishing, canning/packing, and shipping marine products and reflect the daily operations of the canneries.
4	Wharf	The survey area includes lands west of North Railroad Avenue, between Breakwater Avenue (south) and Coast Guard Lane (north).	1	COR-00588	This survey area covers lands created by bringing in fill-dirt and riprap and extending the shore out into the bay. Primary efforts occurred in the 1940s and 1950s, with subsequent improvements such as the breakwater added over time.
5	North 1st Residential	Located along the northern portion of 1st Street, this survey area includes lands between 1st Street and North Railroad Avenue, from the intersection of Industry Road and 1st (north) and Council Avenue (south).	37	COR-00003, COR-00210, COR-00224, COR-00225, COR-00226, COR-00251, COR-00252, COR-00253, COR-00254, COR-00255, COR-00255, COR-00256, COR-00257, COR-00258, COR-00501, COR-00502, COR-00503, COR-00504, COR-00505, COR-00506, COR-00507, COR-00508, COR-00509, COR-00510, COR-00515, COR-00119, COR-00247, COR-00245, COR-00244, COR-00250, COR-00249, COR-00213, COR-00117, COR-00195, COR-00238, COR-00248, COR-00246, COR-00237	The survey area includes properties that have construction dates from 1908 to the late 1940s. The properties are primarily single-family dwellings with a small footprint. The historic context for the area includes housing development for the temporary influx of labored workers for construction of the CR&NW Railway and the post-rail construction residential development of Cordova.
6	Small Boat Harbor	This survey area includes the entire harbor, new and old. The area extends from Breakwater Avenue in the north to Harbor Loop Road in the south.	None	N/A	The Cordova harbor was destroyed in the 1964 earthquake and rebuilt in the late 1960s with build-up in the 1970s. In 1984, the current breakwater was installed. Buildings may be present in the survey area that date to the reconstruction of the harbor.

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Area No.	Area Name	Geographic Description	Number of AHRS Designations	Associated AHRS Numbers	Historic Development
7	1st and 2nd	The geographical extent covers lots between Railroad Avenue and 2nd Street, bound by Davis Avenue (north) and Lake Avenue (south).	37	COR-00003, COR-00210, COR-00224, COR-00225, COR-00226, COR-00251, COR-00252, COR-00253, COR-00254, COR-00255, COR-00255, COR-00256, COR-00257, COR-00258, COR-00501, COR-00502, COR-00503, COR-00504, COR-00505, COR-00506, COR-00507, COR-00508, COR-00509, COR-00510, COR-00515, COR-00119, COR-00247, COR-00245, COR-00244, COR-00250, COR-00249, COR-00213, COR-00117, COR-00195, COR-00238, COR-00248, COR-00246, COR-00237	Beginning in 1908, the homestead claim of T.J. Donahoe was subdivided and auctioned off as townsite lots. The area is primarily commercial, with some mixed-use buildings. Building dates range from 1908 (the Reception Building) to the late 1940s, with more recent infill on some lots. In 1963, many of the older, wooden framed buildings from the 1910s succumbed to a massive fire and were lost. As a result, the building stock in the survey area can range from 1910 to present day, as new buildings were erected on lots subject to the fire.
8	Council Avenue Residential	Located along the east end of Council Avenue, this survey area includes lands between the 3rd Street alley and Ski Hill Road, bound on the north by West Davis Avenue and Adams Avenue in the south.	27	COR-00003, COR-00169, COR-00175, COR-00188, COR-00189, COR-00191, COR-00192, COR-00193, COR-00199, COR-00200, COR-00201, COR-00206, COR-00207, COR-00217, COR-00218, COR-00219, COR-00220, COR-00221, COR-00222, COR-00223, COR-00259, COR-00260, COR-00261, COR-00262, COR-00263, COR-00264, COR-00269	The area has a high concentration of homes built in the 1910s. The properties are primarily single-family dwellings with a small footprint. Three buildings with religious affiliation are also present. The historic context for the built environment of this area includes intensive development in the 1910s and 1920s, with later infill in the 1940s. This area was a prime neighborhood in the early days of Cordova, with few residences built south of the survey area, along Lake Avenue, before the 1920s. Many of the properties have undergone renovation or improvements, including additions.
9	Lake Avenue	The Lake Avenue Survey Area is centered on Lake Avenue, from 2nd Street in the west to Spruce Street in the east. The survey area is very similar to the survey area used by Buzzell in 2003 for the Lake Avenue Historic Building Survey.	13	COR-00003, COR-00214, COR-00228, COR-00229, COR-00232, COR-00233, COR-00234, COR-00235, COR-00236, COR-00266, COR-00267, COR-00467, COR-00471	The 12 AHRS designations for buildings in the survey area date between the 1910s and 1938. Infill between the resources includes buildings from the 1950s and multi-family complexes built in the 1980s.
10	Alder to Spruce Residential	Located on Alder Street, Alder Way, and Young Drive, as well as North Cedar and Spruce streets.	None	N/A	The western half of the survey area contains US Coast Guard housing built in 2002/2003, with some of the previously extant buildings at the housing complex, dating to 1973/1974, still present. The eastern half of the survey area has smaller, single family dwellings dating from the late 1920s to the 1950s.
11	Northside Eyak Lake	The survey area in centered on Power Creek Road along the north side of Eyak Lake, from Spruce Street in the west to the Crater Lake Trailhead in the east.	None	N/A	Buildings located north of the road date from the 1920s in the west end of the survey area to the 1960s in the east end of the survey area. The buildings are primarily residential in function and a gravel airstrip built in 1934 is present along the shores of the lake in the survey area. The survey area also includes the Power Creek Cemetery used from 1921 to 1947.

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Table !	Table 5. Survey Areas for Historic Buildings Inventory.						
Area No.	Area Name	Geographic Description	Number of AHRS Designations	Associated AHRS Numbers	Historic Development		
12	Heney Creek	Centered on the Heney Creek crossing of Whitshed/Three Mile Bay Road	None	N/A	Whitshed/Three Mile Bay Road is a transportation corridor that was improved in the 1930s for better access. In 1936, the bridge crossing at Heney Creek was updated to a steel stringer bridge. Increased development along Three Mile Bay Road in the early 1940s led to the USFS issuing homesites near Heney Creek in 1945. Mink farms were already established in the area and in 1958 a public service site was created for water access by an increasing population.		
13	Eccles Lagoon	This survey area covers a portion of Whitshed Road, from Meals Reservoir Trail to Eccles Lagoon.	None	N/A	Land patents indicate land use as early as 1919. The area was annexed to the City of Cordova in 1948. Residential construction in the survey area dates to the 1970s and 1980s.		
14	Odiak Slough	The geographical extent of the area is from the junction of 1st Street and Railroad Avenue, south to Whitshed Road and out to Meals Reservoir Trail.	29	COR-00130, COR-00131, COR-00132, COR-00133, COR-00134, COR-00135, COR-00136, COR-00139, COR-00140, COR-00142, COR-00143, COR-00146, COR-00147, COR-00156, COR-00157, COR-00158, COR-00160, COR-00161, COR-00162, COR-00168, COR-00521, COR-00557, COR-00558, COR-00584, COR-00583, COR-00118, COR-00152	Location of the first early canneries in Cordova, known as Odiak until 1898. After the Odiak Cannery ceased operations in 1890, the Copper River and Northwestern Railway used the facility and materials from it to build a base of operations. Facilities included housing for workers built 1906-1911, warehouses and a railroad roundhouse. When the railway was completed, the laborers left Cordova and the housing was sold to area residents. The properties along Whitshed Road reflect the 1920s fish-trap economy and a Maritime Historic District was once proposed in the area, though in 2019 it was found that the contributing elements of the district were no longer extant.		
15	House Park 1	Located at the southeast corner of Whitshed Road and the Copper River Highway	None	N/A	Planned housing area from the late 1960s through the 1970s. Designed to accommodate prefabricated trailer or mobile homes, the land use zoning was created to address the high cost and low availability of affordable housing in Cordova.		
15	House Park 2	Located along the east half of Lakeshore Drive, north of the Copper River Highway	None	N/A	Planned housing area from the late 1960s through the 1970s. Designed to accommodate prefabricated trailer or mobile homes, the land use zoning was created to address the high cost and low availability of affordable housing in Cordova.		
16	Eyak Addition	The area covers lots on both sides of Chase Avenue, and includes all of Lefever and the south end of Cedar Street.	4	COR-00197, COR-00230, COR-00198, COR-00552	Four AHRS designations are present in the survey area, with the earliest dating to the 1910s and one being a moved Naval building. Construction of the roads in the areas c. 1945 indicate that buildings from the mid-1940s to the present are present in the survey area.		

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Table 5	Table 5. Survey Areas for Historic Buildings Inventory.						
Area No.	Area Name	Geographic Description	Number of AHRS Designations	Associated AHRS Numbers	Historic Development		
17	Southside Eyak Lake	This survey area is centered on the Copper River Highway, from Elmer's Point Drive to Mile 4 of the highway, at Mavis Island.	6	COR-00526, COR-00525, COR-00527, COR-00475, COR-00524, COR-00523	The survey area includes the Murchison Homesite Group and the Cunningham Homesite Group conveyed into private ownership from the USFS in 1946. The groups were two of four homesite groups released by USFS in 1946, with the other two located of east of this survey area (Eyak Lake and Eyak Bridge Homesites Groups). All four groups are set between the shore of Eyak Lake and the highway, with the Eyak Bridge Group located between Eyak River and the highway. The small slivers of land contained up to four small cabins in each group that were built beginning in 1939 as recreational cabins.		
18	5 Mile Loop Residential	This survey area is located east of Mile 4 of the Copper River Highway, along 5 Mile Loop Road,	1	COR-00528	Residential dwellings dating from the 1930s, 1960s, and late 1970 into the 1980s in the Eyak Lake Estates Subdivision. The survey area also includes the Eyak Lake Homesite Group, one of four homesite groups conveyed into private ownership from the USFS in 1946. Two of the groups are located of west of this survey area (Murchison and Cunningham Homesite Groups) and one, the Eyak Bridge Homesite Group, is located to the east. All four groups are set between the shore of Eyak Lake and the highway, with the Eyak Bridge Group located between Eyak River and the highway. The small slivers of land contained up to four small cabins in each group that were built beginning in the 1940s as recreational cabins.		
19	Eyak River	The survey area encompasses the south side of the Copper River Highway, along the Eyak River.	2	COR-00529, COR-00530	Eyak Bridge Homesite Group, one of four homesite groups conveyed into private ownership from the USFS in 1946, date to 1945 and 1947. The three other groups are located of west of this survey area (Murchison, Cunningham, and Eyak Lake Homesite Groups). All four groups are set between the shore of Eyak Lake and the highway, with the Eyak Bridge Group located between Eyak River and the highway. The small slivers of land contained up to four small cabins in each group that were built beginning in the 1940s as recreational cabins.		
20	Airport	Airport property	7	COR-00461, COR-00535, COR-00536, COR-00537, COR-00538, COR-00539, COR-00543	Once part of the Cordova Garrison at the then CAA Airfield. the garrison had over 200 buildings at one point, many built in 1942. The former CR&NW Railway route was repurposed by the CAA during the war effort and connected to the airfield.		

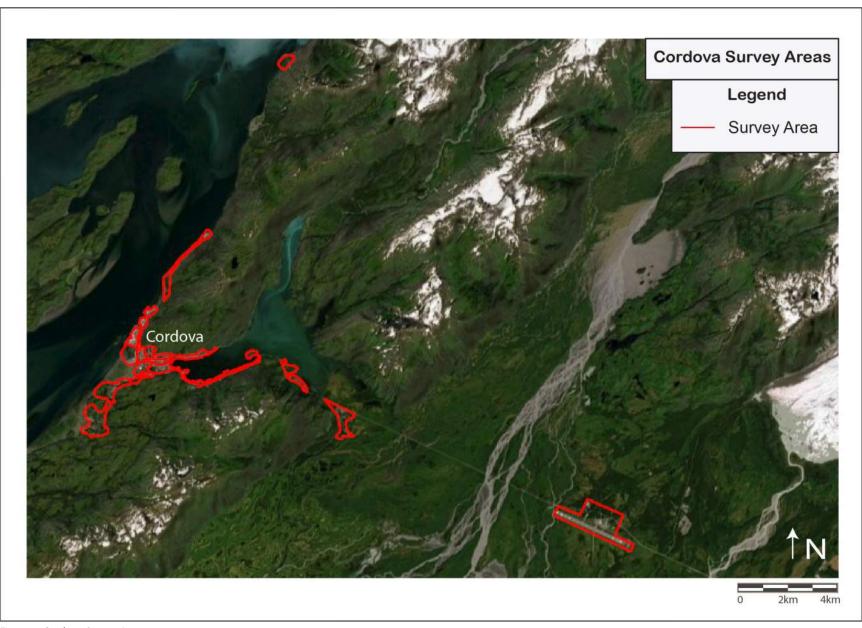


Figure 2. Cordova Survey Areas.

Shepard Point Survey Area

The Shepard Point Survey Area is only accessible by boat from Orca Sound and contains the remnants of a salmon cannery at Shepard Point (Figure 3). The cannery was established in 1917 and operated by Canoe Pass Packing Company (later Shepard Point Packing Company). It burned in 1945 and was later rebuilt. There are three AHRS designations and one historic district in the survey area, with historic themes of fishing, industry, and processing.



Figure 3. Shepard Point Survey Area Map.

North Orca Road Survey Area

The North Orca Road Survey Area encompasses the northernmost mile of Orca Road and Fleming Spit (Figure 4). The road was built in the early 1970s as an extension of the New England Cannery Road from Ocean Dock. Fleming Spit is at the south end of the survey area. Canneries were present in the area in the 1910s and 1920s, while mining interests patented tracts of land for copper extraction in the 1920s as well. Homestead patents were filed in the survey area beginning in 1911 and concluding in 1934. Orca Cannery, which is an eligible historic district, is at the northern end of cannery road. The Orca Cannery was established in 1895, after the operation relocated from Odiak Slough. This survey area includes the entire property consisting of 23 buildings, structures, and features dating mostly to 1945. The original cannery burned in 1944 and only three buildings survived. The property complex was rehabilitated in the mid-1990s and repurposed into the Orca Adventure Lodge. Ten AHRS designations and one historic district are present in the survey area and were re-evaluated for inclusion in the NRHP in 2015. There are several buildings that may date to the 1970s or earlier located along the road. The historic themes found within the survey area are transportation, industry, and fishing.

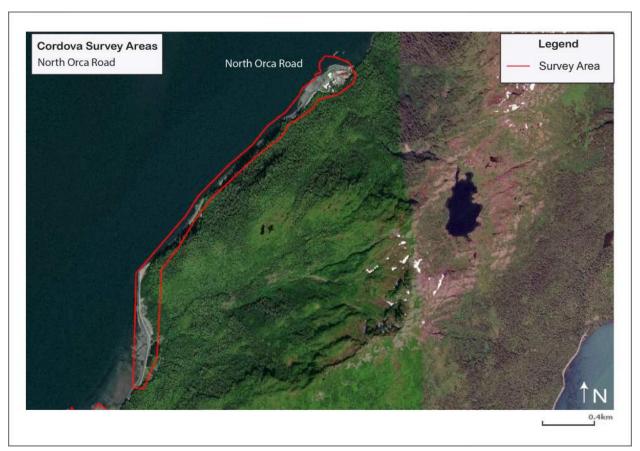


Figure 4. North Orca Road Survey Area Map.

Cannery Row/Ferry Terminal Survey Area

The present-day ferry terminal site and a historic cannery complex make up this survey area that was delineated by grouping buildings with similar functions that are located along the waterfront (Figure 5). The survey area includes one proposed historic district. There are currently 27 AHRS designations within the proposed Ocean Dock Historic District that date from 1905 to 1950. The Castle Inn is also individually listed in the NRHP. The Copper River Highway was extended north to this location in 1973. Historic themes within this survey area are associated with transportation, fishing, canning/packing, and shipping marine products and reflect the daily operations of the canneries.



Figure 5. Cannery Row/Ferry Terminal Map.

Wharf Zone Survey Area

The Wharf Zone Survey Area was developed into a commercial docking and transport area by the City in the 1940s and 1950s (Figure 6). Much of the land in this survey area was created by filling in the coastal shoreline with sediment, thus extending the wharf area out into the bay. Subsequent improvements including docks and warehousing facilities were built over time. The survey area includes lands west of North Railroad Avenue, between Breakwater Avenue (south) and Coast Guard Lane (north). Properties are primarily commercial and associated with harbor freight and transportation of goods for both fisheries and supply-chain products. The built environment consists of a high number of prefabricated metal and modular buildings, moved buildings, and at least four docks. Only one AHRS designation, COR-00588, was identified in this survey area. It is important to note this survey area may contain buildings dating to the mid-to-late 1960s. Historic themes within this survey area are associated with commerce, and the storage and shipment of goods.



Figure 6. Wharf Zone Survey Area Map.

North 1st Street Residential Survey Area

The North 1st Street Residential Survey Area is located along the northern extent of 1st Street and includes lands between 1st Street and North Railroad Avenue, from the intersection of Industry Road and 1st Street (north) and Council Avenue to the south (Figure 7). The southern portion of this survey area is part of the Cordova Historic District that was proposed in 1974. This district encompasses the entirety of downtown and includes both commercial and residential buildings. There are only eight properties listed as contributing to the district, which are located in the core area of downtown Cordova.

The North 1st Street Survey Area includes 36 AHRS designated properties, as well as a proposed historic district. Construction dates of historic properties within this survey area range from 1908 to the late 1940s. The properties are primarily small single-family dwellings. The area was developed out of a need for temporary housing to accommodate the influx of laborers who came to Cordova for construction of the CR&NW Railway. Previous documentation indicates some of the houses are not original and may have replaced earlier buildings and structures. Many of the properties have undergone renovations, such as improvements and additions. Historic themes for this survey area include architecture, community development, and residential growth.



Figure 7. North 1st Street Residential Survey Area Map.

Small Boat Harbor Survey Area

The Small Boat Harbor Survey Area includes the entire boat harbor and extends from Breakwater Avenue to Harbor Loop Road (Figure 8). There are no AHRS designations in this survey area. The Cordova harbor was partially destroyed in the 1964 earthquake and rebuilt in the late 1960s, with added development in the 1970s. The current breakwater was installed in 1984. Buildings may be present in the survey area that date to the reconstruction of the harbor. Historic themes associated with the area are fishing, recreation, and transportation.



Figure 8. Small Boat Harbor Survey Area Map.

1st and 2nd Streets Survey Area

The geographical extent of the 1st and 2nd Streets Survey Area covers lots between Railroad Avenue and 2nd Street, bound by Davis Avenue (north) and Lake Avenue to the south (Figure 9). This survey area encompasses some of the oldest buildings in Cordova and is within the proposed Cordova Historic District. There are 36 AHRS designations, including three properties listed on the NRHP. Properties consist of narrow, rectangular lots and buildings range from single to multiple stories in height. The area is mixed use, with single family residences, multi-family residences, pubic and civic buildings, and businesses such as restaurants and professional offices. The built environment within this survey area is reminiscent of early development in Cordova.

The townsite was auctioned to the public from the homestead claim of T.J. Donahoe beginning in 1908. Building construction dates for historic properties range from 1908 to the late 1940s. In 1963, several wooden-framed buildings from the early period of development were lost to a fire and replaced with new buildings. The loss visually altered the survey area, opening voids where multi-story buildings once stood, and creating opportunity for the construction of new buildings in different styles and materials than were previously present. These changes and additions altered the downtown area. Historic themes include architecture, transportation, government, commercial and community development, and residential growth.



Figure 9. 1st and 2nd Streets Survey Area Map.

Council Avenue Residential Survey Area

The Council Avenue Residential Survey Area is located along the east end of Council Avenue and includes lands between the alley backing 3rd Street and Ski Hill Road, bound on the north by West Davis Avenue and Adams Avenue to the south (Figure 10). The entire survey area is part of the proposed Cordova Historic District. The Council Avenue Residential Survey Area includes 26 AHRS designations, with construction dates for historic properties ranging from 1908 to the late 1920s. The area has a high concentration of buildings built in the 1910s and are primarily small, single-family residences. Three buildings of religious affiliation are also within this survey area. The area underwent intensive development in the 1910s and 1920s, and later in the 1940s. This area was an affluent neighborhood in the early days of Cordova. Although many of the properties within this survey area have since undergone renovations, improvements and additions, there is a high density of historic buildings warranting future survey that may be significant for their architectural style or association with persons of importance. Historic themes for this survey area include architecture, community development, and residential growth.

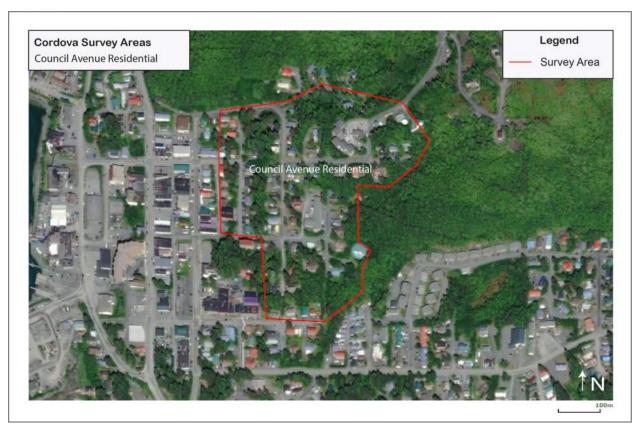


Figure 10. Council Avenue Residential Map.

Lake Avenue Survey Area

The Lake Avenue Survey Area is centered on Lake Avenue, from 2nd Street to Spruce Street (Figure 11). The survey area is very similar to the survey area used by Buzzell in 2003 for the Lake Avenue Historic Building Survey (Buzzell 2003). The buildings in the area are mixed use and include single family residences, commercial enterprises, and civic buildings. There are 12 AHRS designations in the survey area dating between the 1910s and 1938 and is partially within the proposed Cordova Historic District. Infill includes buildings from the 1950s and multi-family residences from the 1980s. The western portion of the survey area is within the proposed historic district. Historic themes include transportation, commercial development, and agriculture.

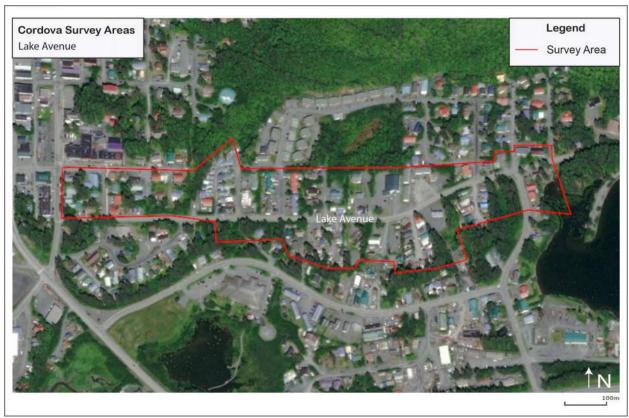


Figure 11. Lake Avenue Survey Area Map.

Alder to Spruce Residential Survey Area

The Alder to Spruce Residential Survey Area contains mainly residential properties along Alder Street, Alder Way, and Young Drive, as well as North Cedar and Spruce streets (Figure 12). The western half of the survey area contains US Coast Guard housing built from 2002 to 2003, although a few of the 1970s housing units may still be present. The eastern half of the survey area consists of smaller, single-family residences dating from the late 1920s to the 1950s. No AHRS designations have been recorded in this area. Historic themes for this survey area include architecture, community development, and residential growth.



Figure 12. Alder to Spruce Residential Survey Area Map.

Northside Eyak Lake

The Northside Eyak Lake Survey Area is centered along Power Creek Road, on the north side of Eyak Lake, from Spruce Street to the Crater Lake Trailhead (Figure 13). There are no AHRS designations in this survey area, although buildings along the north side of Power Creek Road date from the 1920s at the western extent of the survey area and 1960s at the eastern extent. The buildings are primarily residential and there is a gravel airstrip from 1934 paralleling the lake shore. The survey area also includes the Lake View Cemetery, also known as the Pioneer Cemetery, that was in use from 1921 to 1947. Historic themes include recreation, aviation, and residential growth.



Figure 13. Northside Eyak Lake Survey Area Map.

Heney Creek Survey Area

The Heney Creek Survey Area includes a portion of Whitshed/Three Mile Bay Road, which is a transportation corridor dating to Cordova's early development (Figure 14). The road underwent substantial improvements in the 1930s, including updating the bridge at Heney Creek to a steel stringer bridge in 1936. Increased development along Three Mile Bay Road in the early 1940s prompted the United States Forest Service (USFS) to convey lands for homesites near Heney Creek in 1945. Mink farms were operating in the area at this time. In 1958, a public service site and water filling station was developed for improved water access to accommodate the increasing population. Historic themes associated with this survey area include farming, lumber milling, recreation, transportation and industrial waterworks. While no AHRS designations were identified in this survey area, it is likely to contain historic properties dating to the WWII and post-WWII eras.



Figure 14. Heney Creek Map.

Eccles Lagoon Survey Area

The Eccles Lagoon Survey Area covers a portion of Whitshed Road, from Meals Reservoir Trail to Eccles Lagoon (Figure 15). This area includes the residential neighborhoods along Whiskey Ridge Road, Henrich's Loop Road, and Orca Inlet Drive. The area is mixed-use with both commercial and residential buildings. The eastern half of the survey area contains a baseball diamond and a newer campground, while the western half is characterized by several residential properties located on large lots between Whitshed Road and Orca Bay. No AHRS designations are within this survey area, although land patents indicate land use as early as 1919. The area was annexed to the City in 1948. Historic themes for the area include agriculture, fishing, recreation, mining, and residential growth. Residential properties in the survey area date to the 1970s and early 1980s.



Figure 15. Eccles Lagoon Survey Area Map.

Odiak Slough Survey Area

The geographical extent of the Odiak Slough Survey Area is from the intersection of 1st Street and Railroad Avenue, south to Whitshed Road and west to Meals Reservoir Trail (Figure 16). This survey area consists of a combination of mixed-use properties, including commerce, education, health care, industry/communications, and residential, dating between 1910 and 1950 concentrated southwest of the Copper River Highway, on Fisherman's Avenue (Sawmill Avenue, South 1st Avenue, Bluff Tree, South 2nd Avenue, Orca Street, Pipe Street, Marine Way, and Cliff Trace). Residential properties dating to the 1910s are concentrated east of the Copper River Highway, along Railroad Avenue and Boardwalk Avenue. Two concentrations of buildings constructed prior to 1972 are located along Whitshed Road. One is along the north side of Whitshed Road at Masolini Alley, and the second is along both sides of Whitshed at Meals Reservoir Trail.

The Odiak Slough Survey Area is the location of the first canneries to operate in Cordova. This survey area includes railway housing dating to 1910, as well as more recent commercial properties. There are 27 AHRS designations in this survey area, including 20 AHRS designations (CR&NW Railway cabins) along Railroad and Boardwalk avenues. There are two historic districts encompassing this survey area – a Maritime Historic District and the Red Dragon Historic District. The Maritime Historic District was proposed in 1978 but was determined not eligible in 2019 because the contributing elements of the district were no longer extant. The Red Dragon Historic District consists of a club house and Episcopal church that offered recreation for railway workers and Sunday church services.

The Odiak Cannery ceased operations in 1890. The Copper River and Northwestern Railway then used the facility and materials for railway operations. Facilities included housing for workers built between 1906 and 1911, warehouses, and a railroad roundhouse. Laborers departed Cordova upon completion of the railway and the housing was sold to residents. Properties along Whitshed Road are more reminiscent of the 1920s fish-trap economy that supplied salmon to the local canneries.



Figure 16. Odiak Slough Survey Area Map.

House Parks 1 & 2 Survey Area

House Park 1 consists of the McLaughlin Trailer Court located at the southeast corner of Whitshed Road and the Copper River Highway. House Park 2 consists of the Heney Trailer Court located along the east half of Lakeshore Drive, north of the Copper River Highway. This survey area is discontinuous and consists of planned housing development from the late 1960s and throughout the 1970s (Figure 17). Land-use zoning was implemented to address the high cost and low availability of affordable housing in Cordova. The prefabricated trailer or mobile home was a type of housing designed to accommodate the housing shortage and provide affordable designs. The McLaughlin and Heney Trailer courts do not contain any AHRS designations, although the areas may contain prefabricated buildings historic in age.

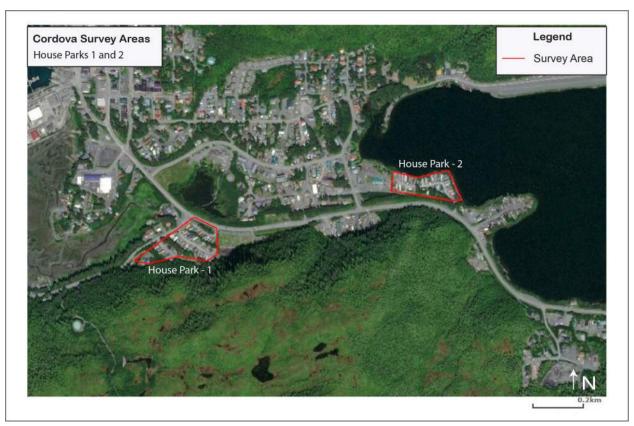


Figure 17. House Parks 1 and 2 Map.

Eyak Addition Survey Area

The Eyak Addition Survey Area corresponds to US Survey 3345 and contains both mixed-use commercial and residential properties comprised of single-family residences (Figure 18). The area covers lots on both sides of Chase Avenue and includes all of Lefever and the south end of Cedar Street. Chase, Lefever, and Cedar roadways were built between 1945 and 1946, which created a new access to lands previously used by the CR&NW Railway surrounding Odiak Lagoon. Buildings from the mid-1940s may be present in the survey area. Four AHRS designations are within this survey area dating as early as the 1910s. A moved Naval building is one of the AHRS designations.

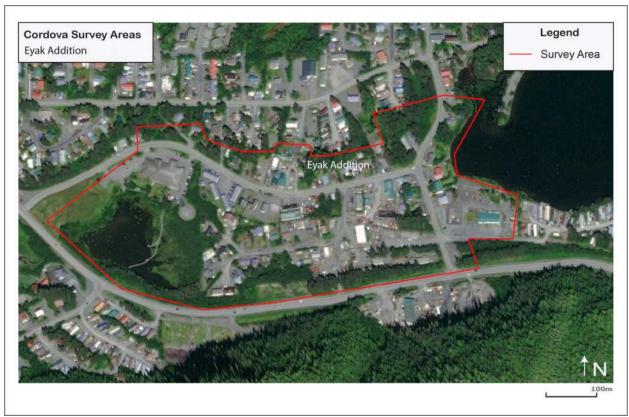


Figure 18. Eyak Addition Map.

Southside Eyak Lake Survey Area

The Southside Eyak Lake Survey Area consists of lands along both sides of the Copper River Highway (Figure 19). The area is sparsely populated and most construction along the highway occurred after the CR&NW Railway ceased operation in 1938. It is centered on the Copper River Highway, from Elmer's Point Drive to Mile 4 of the highway, at Mavis Island. There are six AHRS designations with build dates ranging from 1939 to the mid-1950s in this survey area. Buildings of more recent construction are also present. The historic themes associated with the survey area include recreation, aviation, and residential growth.

The earliest building at Elmer Point dates to 1932, but it was moved from its original location north of Eyak Lake in 1953. Other buildings on the point dates to the 1950s. Two Federal Aviation Administration (FAA) buildings built in 1941 are along the south side of the highway and were moved from the former FAA Facility at Mile 13 of the Copper River Highway. The buildings were moved from their original location at the Mile 13 FAA installation in 1996. The survey area also includes the Murchison Homesite Group and the Cunningham Homesite Group conveyed into private ownership from the USFS in 1946. The groups were two of four homesite groups released by USFS in 1946. The other two are east of the survey area (Eyak Lake and Eyak Bridge Homesites Groups). All four groups are situated between the shore of Eyak Lake and the Copper River Highway, with the Eyak Bridge Group located between Eyak River and highway. The small parcels of land contained up to four small cabins in each group built beginning in 1940s as recreational cabins. The Cunningham Homesite Group is the only group not previously documented.



Figure 19. Southside Eyak Lake Map.

5 Mile Loop Survey Area

The 5 Mile Loop Survey Area is located east of Mile 4 of the Copper River Highway, along 5 Mile Loop Road (Figure 20). This survey area contains single-family residences dating from the 1930s, 1960s, and late 1970 into the 1980s. Many of the residences are located within the Eyak Lake Estates Subdivision. The survey area also includes the Eyak Lake Homesite Group, which is one of four homesite groups conveyed into private ownership from the USFS in 1946. Two of the groups are located west of this survey area (Murchison and Cunningham Homesite Groups) and one is located to the east (Eyak Bridge Homesite Group). All four groups are situated between the shore of Eyak Lake and the Copper River Highway. The Eyak Bridge Group is located between Eyak River and the highway. The small parcels of land contained up to four small cabins in each group built beginning in the 1940s as recreational cabins. There is one AHRS designation in this survey area, COR-00528. Historic themes for the survey area include recreation.



Figure 20. 5 Mile Loop Survey Area Map.

Eyak River Survey Area

The Eyak River Survey Area encompasses the south side of the Copper River Highway, along the Eyak River (Figure 21). There are two AHRS designations in the survey area – two boatsheds in the Eyak Bridge Homesite Group. These two buildings date to 1945 and 1947. The three other homesite groups are located west of this survey area (Murchison, Cunningham, and Eyak Lake Homesite Groups). All four groups are situated between the shore of Eyak Lake and the Copper River Highway. The small parcels of land contained up to four small cabins in each group built beginning in the 1940s as recreational cabins. The survey area also includes a boat launch near the boatsheds and a cemetery. Historic themes for the survey area include recreation and residential development.



Figure 21. Eyak River Survey Area Map.

Airport Survey Area

The Airport Survey Area consists of the airport property which has WWII-era buildings that were once part of the Cordova Army Garrison (Figure 22). Construction of the garrison began in the 1940s. There were over 200 buildings built at the then gravel airstrip. The former CR&NW Railway line was repurposed by the CAA during the war to connect with the airfield. There are six AHRS designations within the survey area, but only two AHRS remain. The other AHRS designations have been removed or demolished as the airfield transitioned into a public airport. The historic themes associated with the survey area are military defense, transportation, and aviation.



Figure 22. Airport Survey Area Map.

HOW TO COMPLETE YOUR SURVEY

The following guidance on how to complete a historic properties survey was adapted from the NPS *National Register Bulletin 24 – Guidelines for Local Surveys: A Basis for Preservation Planning* (NPS 1985), and the *Alaska Historic Buildings Survey Manual and Style Guide* (Alaska OHA 2016).

Historic building surveys can be completed using a variety of documentation methods, depending on the material and technological resources available to the survey team. Accurate parcel maps and detailed, well organized photographs are crucial to the process. Information can be gathered using hard-copy forms or electronic methods.

To use a hard-copy, paper form, simply print out several pages of the historic properties roster, with header row, to use for collecting data in the field. A separate list of photograph numbers and correlating property addresses should be maintained for efficient organization of images. Use of a pencil is recommended for form completion and corrections to field notes. The data is then entered into the historic properties roster and a photograph of each property is inserted into the Microsoft Excel roster.

Commonly used electronic methods of data collection include tablets and laptop computers. A copy of the historic properties roster can be uploaded to a digital device and the data fields can be populated while in the field. Again, a separate list of photograph numbers and correlating property addresses should be maintained. Images of each property can be inserted into the Microsoft Excel roster once out of the field. Some digital devices allow you to take a photograph and directly insert it into the roster, just remember to also save a copy of each image for the HPC files.

Before You Begin Your Survey

There are a few things to consider to optimize your time in the field prior to starting a historic properties survey. Pre-field planning should include the following considerations:

- Inform residents in your survey area of the upcoming historic properties survey. Send out notices via email, community webpages, or mailers informing the public of the historic properties survey in their area. A historic properties survey is conducted from the public right-of-way or sidewalk of each street in a given survey area. Architectural documentation and photographing of properties from the right-of-way is legal and an acceptable practice for inventorying historic properties. Field survey teams do not enter private property nor is it necessary to enter private properties to complete the historic properties roster.
- Print maps of city land parcels with street names and addresses (if possible). Outline your current survey area
 on each map and obtain the Cordova Tax Parcel ID Number for each property by contacting the City Clerk
 (cityclerk3@cityofcordova.net).
- Make sure your camera battery is charged and the memory card has enough space to accommodate a large number if photos. Consider bringing a spare memory card and your camera charging cable with you on the survey.
- Create a letter of introduction to carry with you while surveying. The letter should be printed on official letterhead (your school, organization, committee, etc.) and include the name of your project, the type of work you are doing and why, and the name and contact information for the person overseeing the survey.

Survey Equipment

Field equipment needed to collect information during your historic properties survey should include the following:

- Clipboards with printed copies of the historic properties roster template can be used to fill out roster entries (if using hard copy). Consider printing your roster on Rite-In-The-Rain paper for use during inclement weather.
- Tablet, PDA, and/or Laptop PC can be used with a copy of the roster uploaded (if using electronic documentation).
- · Notebooks can be used for notes on survey, reminders, or information about specific properties.
- A supply of pencils, pens, and markers, as well as extra pads of paper for documentation.
- A copy of your Cordova city tax parcels map can be used for navigation and for noting photography locations.
- Bring a compass so you can easily identify the direction you are facing when taking photos.
- · Bring your digital camera and an extra batteries/charger in case you need more power during the survey.
- Check the available space on your camera memory card and considered bringing a backup card.
- Have printed copies of your letter of introduction for distribution to curious persons.
- Carry a hard copy of digital version of the Alaska Historic Buildings Survey Manual and Style Guide for data categories listed in the historic properties roster http://dnr.alaska.gov/parks/oha/pdf/BuildingManualFinal.pdf.
- Wear comfortable walking shoes and appropriate seasonal clothing, including full rain gear, and consider bringing an umbrella for writing and photographs.
- · Wear safety clothing or brightly colored clothes for visibility.
- Bring water and food, and know where the nearest public restrooms are located.

You should also consider your mode of transportation within the survey area. Some surveys are completed by walking, while others use a car, or a combination of both.

In the Field

Field survey teams can range in size. A minimum of two people should be assigned to each team. Stay in visual range from each other for safety and assign specific work tasks to each team member. For example, one individual can photograph while the other completes the historic properties roster, or one person can survey one side of the road while the second person surveys the opposite side of the road. Use each other's strengths too – organization, photography, and legible handwriting are all considerations when assigning survey tasks. Other things to consider:

- Each survey team should have a cell phone.
- Depending on the size of your survey area and weather conditions, survey teams may want to mobilize with a car instead of walking to the survey area.
- · Wear reflective clothing and work in teams of two or more to watch for safety hazards.
- Carry out survey in a professional manner. Be responsive and courteous to residents who may question the survey.
- Distribute copies of your introduction letter when residents approach the survey team with questions and/ or concerns.
- Never Trespass. Do not walk through yards or up driveways or residential sidewalks. It is legal to photograph a private property from the public right-of-way.

- Stay organized. Keep track of photograph numbers, directions, and addresses.
- In instances of multiple buildings on a lot, drawing a sketch plan map and assign a way to denote secondary buildings. Property labeling methods should be discussed with and created by your team leader.

Data Collection

Two types of data collection are used to complete the historic properties roster: descriptive terminology and photographs. The descriptive terms used in populating the roster are mostly architectural, with the user being cued to add some geographical information as well.

Descriptive Terminology

The terms and descriptions for buildings commonly found in Alaska are presented in Section 7 of the *Alaska Historic Buildings Survey Manual and Style Guide* http://dnr.alaska.gov/parks/oha/StyleGuide.pdf. There are many style guides and architectural dictionaries that can also be used to supplement the information found in the guide.

The historic properties roster was created to systematically gather specific architectural details for properties in each survey area. Begin your survey by selecting a corner or side of your survey area as a start point. You may find it easiest to travel east to west or begin with the lowest street address and move your way to the higher street addresses.

Stand in front of your selected property and begin entering information into the roster data cells. Take note of building shape, height, roof shape, and landscaping or outbuildings. Complete as many data cells as you can while on site. Some fields, such as latitude and longitude, and build dates, can be added post-field work if needed. Be sure to include any additional information in the "Remarks" column of the roster. Things that you may want to document include any known names of businesses or buildings, names of local contacts with particular information, names of interested local citizens, and miscellaneous historical or architectural information. These types of observations are usually lost if not recorded and may be useful at a later date.

Photographing Buildings

Each property documented on the historic properties roster will need to be photographed. Photos should be taken without snow cover on buildings. Other photography tips include:

- Horizontal photographs work best for the roster.
- Try to get the entire building in one photograph.
- Get at least one good representative image of the primary facade or the primary facade with a secondary faced (front and one side of the building).
- Include images of related out buildings and ancillary structures.
- · Avoid including vehicles and people in your photos.
- Pay attention to lighting do not shoot looking into the sun!
- Photograph any details or ornamentation that may not be visible in the overall images.

You may document your photo numbers on a piece of paper, a spreadsheet in an electronic device, or on your city plat map. You can record a range of numbers when you have multiple images facing the same direction (Example: 21 – 34). Include the photo number, property address, direction of view, and a description of the image (Example: primary facade, porch, etc.) A draft photo log is attached in Appendix B.

Post-Field Data Organization

Once your field survey is complete, you can return to your computer to download photos and clean up or enter data into the historic properties roster. Photographs should be downloaded into a survey-area specific folder. The photos can then be inserted into the historic properties roster (recommended image size is 1.5" tall, 2" wide).

The photo log should be scanned and uploaded to the same folder as the photos. Should the HPC or the CLG require a collection of all photos, the photo files can be renamed using their Tax Parcel ID number. It is recommended that the files first be copied before renaming to retain original image file numbering in one set of photos.

If your architectural data was collected on a hard-copy printout of the roster, enter the data into the electronic roster at this time. If you completed most of the roster during the survey using electronic media, then review for errors and identify any missing data.

Examples of How to Use the Methods

Documentation techniques for historic properties surveys can be adapted to meet the needs of various kinds of survey areas. The geographic extent of your survey area, the number of buildings you need to document, and the amount of time you have available are all things to consider when planning your survey. The following examples of completed field surveys illustrate a number of ways that architectural and geographical information can be obtained.

Survey areas with a high density of buildings to be documented can make it challenging to gather all your data in a timely manner. For example, the 1st and 2nd Streets Commercial District Survey Area has 37 AHRS designations within it. A good approach for the survey would be to first complete a windshield survey of the area for a presence/absence review. The steps would be to drive by all buildings in the survey area and identify which are still present and which are absent (ie, demolished, moved, no longer present). The data can be gathered by either hard copy or electronic means as a simple check mark next to those that are present. This method was used by the Fairbanks North Star Borough Historic Preservation Commission for the Phase I Update of their Historic Preservation Plan. The Commission needed to update the data they had collected over the past 30 years for historic properties in the city limits of Fairbanks. One survey area, the core downtown of Fairbanks, had over 460 previously documented properties. In an effort to capture as much data as possible, the survey team switched to a "presence/absence" survey. The team first entered the address for each property to the roster, then printed out the roster and took it into the field. The survey team drove the streets of the survey area and placed a check mark by buildings that were still present, and crossed off those that were no longer extant. The results were that nearly half of the AHRS buildings were no longer present, thus identifying the level of effort needed to complete full roster entries for the remaining buildings.

Survey areas that are rural or located away from the core of downtown can be difficult to navigate. The 5 Mile Loop and Eyak River Survey Areas are set apart from the other survey areas and have limited AHRS designations. A copy of the historic properties roster address column can be uploaded to Google Maps for easy navigation to and from building locations, using electronic media. This method was used by the Fairbanks North Star Borough Historic Preservation Commission for the documentation of buildings in Salcha and North Pole. The survey team uploaded the addresses of buildings listed in borough tax rolls as being 45 years in age or older to Google Maps and used an iPad to navigate to over 200 properties for documentation in the roster. The use of mapping software allowed for efficient navigation and the survey was completed within one week.

Surveying in high-traffic areas can also be a challenge. The 1st and 2nd Streets Commercial District Survey Area encompasses an area of high vehicle traffic. Areas such as this warrant the use of high-visibility clothing and safety vests with project introduction letters. This approach was used by the Alaska Department of Transportation and

Public Facilities for the documentation of over 240 properties along the Sterling Highway. The survey team first completed a windshield survey to assess presence/absence, then returned to those properties that were present to complete the historic properties roster. One team member took photographs while the other completed the roster entries on a hard copy form. The entries were added to the electronic roster after leaving the field. Numerous residents stopped to ask what the survey team was doing. A letter of introduction that included project contact information was given to those interested persons.

HOW TO COMPLETE THE ROSTER

The historic properties roster template was designed using data that is typically required by federal and state agencies when documenting historic buildings. Specifically, the roster combines City of Cordova tax data and architectural data from categories established by the NPS in *National Register Bulletin #16a – How to Complete the National Register Registration Form* and the Alaska OHA's *Alaska Historic Resource Survey Manual and the Alaska Architectural Style Guide* (Alaska OHA 2016).

The basic layout of the roster cues the user to complete one row of data entry for each property surveyed and includes a current photograph. The information, including photographs, can be collected in the field and added to the roster after returning from the field, or for more efficiency, data can be added to the roster while in the field with photographs being organized afterwards. The columns to be populated include the following:

- Survey Area enter the name of the survey area (established in this survey plan)
- Tax ID# the City of Cordova tax identification number for the land parcel
- Block/Lot/Survey #s provide the US Survey(s) or subdivision plan for the land parcel and include block and lot number
- Street Address current US Postal Service address for the property (there may also be a historical address that varies from the current address, if so, note in this cell)
- AHRS# Alaska Heritage Resources Survey number from the Alaska OHA (if applicable)
- Longitude/Latitude geo-positioning units in decimal, degrees (Datum WGS84)
- USGS Quad US Geological Survey Topographic Quadrangle map sheet (alpha numeric)
- · Property Owner current property owner
- Past Owners any person know to have owned the property at any point in time (add dates of ownership if known)
- Date Built date building was constructed per City or owner, can be a range of dates or an estimate (note if only estimate)
- Date Source note how Date Built was obtained
- Present/Absent for previously documented AHRS properties, verify if the building is still present or absent
- Type / Function historic function or use of the building (see NR Bulletin #16 for Data Categories for Functions and Uses, NPS 1997: 20).
- Style an architectural style or classification is characterized by the observable features that make a building
 or other structure notable or historically identifiable (see NR Bulletin #16 for Data Categories for Architectural
 Classification, NPS 1997: 25 and Alaska Historic Resource Survey Manual and the Alaska Architectural Style Guide
 Alaska OHA 2016)

- Plan floor plan shape (see *Alaska Historic Resource Survey Manual and the Alaska Architectural Style Guide,* Alaska OHA 2016: 15)
- · Stories building height, include sublevels if any
- Roof Design the shape and style of the roof (see *Alaska Historic Resource Survey Manual and the Alaska Architectural Style Guide, Alaska OHA 2016: 26*)
- Remarks any information obtained about the property that does not fit neatly into the data categories. Examples would be names of past commercial entities occupying buildings, if buildings have been moved, possible alterations, past uses of the building.
- NRHP Status (year) enter all data regarding NRHP nominations (eligible, ineligible, nomination closed, none) and the date of the decision.
- Image enter a current image of the property. A folder of images contained in the roster will need to be maintained by the HPC. An easy way to organize the images is by Tax ID. For more than one image of a property, use the following: 1234_1.jpg, 1234_2.jpg, 1234_3.jpg, etc.

INTENT AND USE OF THE ROSTER

The purpose of the historic properties roster is three-fold: to meet the requirements for maintaining CLG certification, participate as a consulting party for agency compliance with federal and state historic preservation laws, and manage the historic building stock in the City.

Certified Local Governments (CLG) Requirements

Title I, Section 101, (a)(7)(C) of the National Historic Preservation Act of 1966 directs the Secretary of the Interior to certify local governments for the allocation of historic preservation funds (16 USC 470a(a). The requirements for certification are:

- 1. The local government must agree to enforce appropriate state and local legislation for designation and protection of historic properties.
- 2. The local government must establish an adequate and qualified historic preservation review commission by local legislation.
- 3. The local government must maintain a system for the survey and inventory of historic properties.
- 4. The local government must provide for adequate public participation in the local historic preservation program.
- 5. The local government must satisfactorily perform the responsibilities delegated to it under the National Historic Preservation Act.

It is the local government, not the HPC, that is certified. The jurisdiction of the CLG is that of the local government and must coincide with its geographic boundary. A local government, however, may perform required CLG activities through existing historic preservation commissions or other qualified agencies or organizations (36 CFR §61.1). This survey plan and historic properties roster will help HPC meet the obligations of the City CLG by creating a plan for implementing survey and inventory of historic properties, and by providing a roster the HPC can maintain over time.

Community Planning

Maintaining the roster can help city planners to identify areas or neighborhoods in the City with high concentrations of historic properties, areas subject to infill development, or areas of redevelopment where historic properties may be lost. Knowing the spatial arrangement of historic properties in the City can also help the City establish historic preservation goals through a historic preservation plan while keeping consistent with the City's overarching comprehensive plan.

State and Federal Agency Consultation

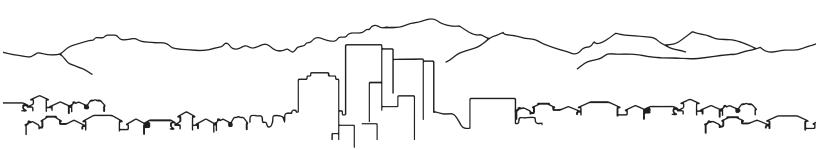
Much of the past inventory and documentation of buildings in Cordova was completed to meet regulatory compliance with federal and state historic preservation laws. The regulations place emphasis on the preservation of historic properties through consultation with various public and private interests. As such, the HPC has the ability to participate in consultation and request agencies use the roster to complete building inventories when identifying historic properties in Cordova. By applying the roster to agency identification efforts through consultation, the HPC can keep the roster updated and also receive agency assistance when meeting its CLG requirements.

Preservation Partnerships and Public Involvement

The Cordova HPC may consider partnering with various for-profit and non-profit organizations to meet its historic preservation goals within the city. Partnerships with entities such as the Cordova Historical Society, the Native Village of Eyak, the Alaska Native Brotherhood/Sisterhood, and Native corporations can aid in preserving a balanced and collective history of the community. Partnerships with property and business owners are also instrumental when preserving the historic character of Cordova's neighborhoods and business district. Conveying the community's history and preserving the historic fabric of the community can be achieved from these partnerships. Establishing such partnerships begins with a public involvement plan. The Cordova HPC should consider developing a public involvement plan to identify potential partnerships and provide a framework for guiding public participation in historic preservation.

Education

This survey plan is intended for use by community volunteers of all ages. In particular, the steps for how to complete a survey have been simplified for use as an educational tool for the community to learn about historic preservation and the history of Cordova. The Cordova HPC should consider immediate participation of local schools for carrying out survey of historic properties. To meet the requirements as a CLG, all surveys should be carried out under the supervision of an individual meeting the Secretary of Interior's professional qualification standards as an architectural historian, historic preservation specialist, and/or historical architect. Such professionals need not be on site for all surveys, but should be available to provide technical direction throughout the completion of the survey. Adding new buildings to the historic properties roster without AHRS designations may also require an on-site professional.



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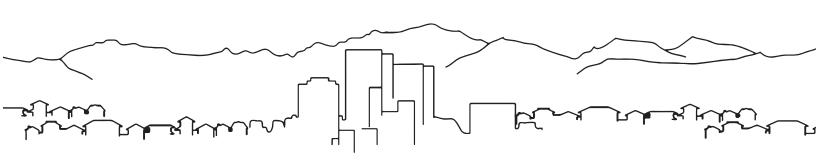
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APPENDIX A: AHRS BUILDINGS AND STRUCTURES (JUNE 25, 2020 CAPTURE)

OHA Record ID	AHRS No.	DOE Status	NRHP Status	Resource Name
15753215	COR-00021	None	National Register of Historic Places	ST MICHAEL THE ARCHANGEL CHURCH, CORDOVA
15750635	COR-00083	None	National Register of Historic Places	CORDOVA POST OFFICE AND COURTHOUSE
15753064	COR-00114	None	None	PUBLIC UTILITIES BUILDING
15753068	COR-00115	None	National Register of Historic Places	RECEPTION BUILDING
15753643	COR-00117	None	Nomination closed for other reason	HEGG STUDIOS
15753648	COR-00118	None	Contributing property within a NHR or NHL	ST GEORGE'S EPISCOPAL CHURCH
15753654	COR-00119	None	None	SMITH ROOMING HOUSE
15755641	COR-00120	None	None	COPPER SPIKE AND KETTLE
15753764	COR-00121	None	None	ALASKAN HOTEL
15750278	COR-00122	None	None	CORDOVA LODGING HOUSE
15752634	COR-00123	None	None	FAITH LUTHERAN CHURCH
15752640	COR-00124	None	None	JOSEPH DIGGS GROCERY
15751977	COR-00126	None	None	HENRICHS BUILDING
15751990	COR-00128	None	None	ASSEMBLY OF GOD CHURCH
15751997	COR-00129	None	None	OLD CUSTOMS HOUSE
15752368	COR-00130	None	None	CR&NW CABIN 5
15752375	COR-00131	None	None	CR&NW CABIN 6
15755413	COR-00132	None	None	CR&NW CABIN 7
15755418	COR-00133	None	None	CR&NW CABIN 8
15752413	COR-00134	None	None	CR&NW CABIN 9
15752419	COR-00135	None	None	CR&NW CABIN 10
15752970	COR-00136	None	None	CR&NW CABIN 11
15753135	COR-00139	None	None	CR&NW CABIN 12
15753319	COR-00140	None	None	CR&NW CABIN 13
15752552	COR-00142	None	None	CR&NW CABIN 14
15753451	COR-00143	None	None	CR&NW CABIN 15
15753494	COR-00146	None	None	CR&NW CABIN 16
15753229	COR-00147	None	None	CR&NW CABIN 17
15753477	COR-00152	None	Contributing property within a NHR or NHL	RED DRAGON READING LOUNGE
15753585	COR-00156	None	None	CR&NW CABIN 18
15753591	COR-00157	None	None	CR&NW CABIN 19
15750170	COR-00158	None	None	CR&NW CABIN 20
15750180	COR-00160	None	None	CR&NW CABIN 21
15753547	COR-00161	None	None	CR&NW CABIN 22

OHA Record ID	AHRS No.	DOE Status	NRHP Status	Resource Name
15753541	COR-00165	None	None	JACK DALTON HOUSE
15753420	COR-00166	None	None	SUPERINTENDENT'S HOUSE
15750300	COR-00168	None	None	CR&NW CAR/CABIN
15750305	COR-00169	None	None	PRESBYTERIAN MANSE
15751328	COR-00175	None	None	DONOHOE/SMITH HOUSE
15751663	COR-00185	None	None	MASONIC TEMPLE
15751669	COR-00186	None	None	OLD CITY HALL
15751774	COR-00188	None	None	BLUM/SCOTT HOUSE
15756561	COR-00189	None	None	GEORGE C. HAZELET HOUSE
15756567	COR-00190	None	Multiple Property Keeper Approved	PIONEER IGLOO HALL NUMBER 19
15756665	COR-00191	None	None	STEWART/FOSTER HOUSE
15754886	COR-00192	None	None	FORMER EPISCOPAL RECTORY
15754988	COR-00193	None	None	EAMES/DATE HOUSE
15754457	COR-00194	None	None	ROTH HOUSE
15761204	COR-00195	None	None	DENAULT HOUSE
15761210	COR-00196	None	None	DONOHOE & DIMOND LAW OFFICES
15761216	COR-00197	None	None	UJIOKA HOUSE
15753834	COR-00198	None	None	JOHN HEDSTROM HOUSE
15753841	COR-00199	None	None	FORMER LUTHERAN CHILDREN'S HOME
15754234	COR-00200	None	None	COR-00200
15757996	COR-00201	None	None	COR-00201
15757232	COR-00206	None	None	COR-00206
15750543	COR-00207	None	None	COR-00207
15750549	COR-00208	None	None	MOOSE LODGE BUILDING
15750973	COR-00209	None	None	FORMER POST OFFICE
15750978	COR-00210	None	None	OHLMAN/CLIFF HOUSE
15750671	COR-00211	None	None	JANSON'S APARTMENTS
15751780	COR-00212	None	None	KENDRICK STORE/DINEEN WAREHOUSE
15751787	COR-00213	None	None	A.J. ADAMS HOUSE
15751792	COR-00214	None	None	BARTLEY HOWARD HOUSE
15757649	COR-00215	None	None	O'NEILL/SIMPLER HOUSE
15757654	COR-00216	None	None	FORESTRY BUILDING
15750225	COR-00217	None	None	JOHN HERSCHLEB HOUSE
15750144	COR-00218	None	None	COR-00218

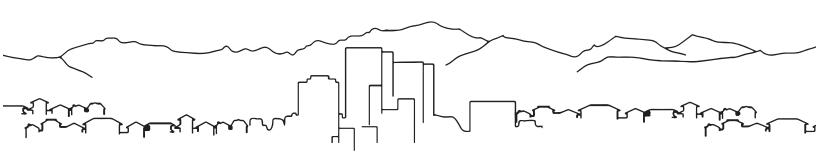
OHA Record ID	AHRS No.	DOE Status	NRHP Status	Resource Name	
15750256	COR-00219	None	None	COR-00219	
15750261	COR-00220	None	None	COR-00220	
15750266	COR-00221	None	None	FORMER ROSSWOG HOME	
15750345	COR-00222	None	None	LARRY KRITCHEN HOUSE	
15750350	COR-00223	None	None	COR-00223	
15750533	COR-00224	None	None	EARL JACOBSEN HOUSE	
15755907	COR-00225	None	None	JOHN DAY HOUSE	
15755913	COR-00226	None	None	EARL MEANS HOME	
15755919	COR-00227	Determined not eligible by SHPO and agency	None	MAE OSS CABIN	
15750677	COR-00229	Determined not eligible by SHPO and agency	None	[DOE] COR-00229 [AHRS] TOM BURCHETTE HOUSE	
15750685	COR-00230	None	None	COR-00230	
15750783	COR-00231	None	None	COR-00231	
15751600	COR-00232	Determined not eligible by SHPO and agency	None	[DOE] COR-00232 [AHRS] J.E. NEEBE HOUSE	
15751608	COR-00233	None	None	COR-00233	
15751614	COR-00234	None	None	COR-00234	
15756309	COR-00235	Determined not eligible by SHPO and agency	None	[DOE] COR-00235 [AHRS] 201 LAKE AVENUE	
15750364	COR-00237	None	None	CHESTER DAVIS HOME	
15750369	COR-00238	None	None	CURRAN HOUSE	
15757643	COR-00240	None	None	BANK OF CORDOVA BUILDING	
15751847	COR-00241	None	None	CORDOVA FISHERIES UNION BUILDING	
15751853	COR-00242	None	None	LATHROP BUILDING	
15751859	COR-00243	None	None	COR-00243	
15750923	COR-00244	None	None	COR-00244	
15751069	COR-00245	None	None	COR-00245	
15751074	COR-00246	None	None	COR-00246	
15751148	COR-00247	None	None	COR-00247	
15750741	COR-00248	None	None	COR-00248	
15751080	COR-00249	None	None	COR-00249	
15751167	COR-00250	None	None	A.J. ADAMS BUILDING	
15756824	COR-00251	None	None	HANK WALKING CABIN 1	
15756829	COR-00252	None	None	HANK WALKING CABIN 2	
15756918	COR-00253	None	None	HANK WALKING CABIN 3	

OHA Record ID	AHRS No.	DOE Status	NRHP Status	Resource Name	
15756923	COR-00254	None	None	CHRISTIAN SCIENCE CHURCH	
15756638	COR-00255	None	None	COPPER RIVER AND NORTHWESTERN RAILWAY HOUSE	
15756644	COR-00256	None	None	COR-00256	
15750823	COR-00257	None	None	VINQUIST HOME	
15750830	COR-00258	None	None	JAMES CURRIER HOUSE	
15751366	COR-00259	None	None	NICHOLOFF/HARWOOD HOUSE	
15750928	COR-00260	None	None	COR-00260	
15751338	COR-00261	None	None	COR-00261	
15750818	COR-00262	None	None	COR-00262	
15754206	COR-00263	None	None	COR-00263	
15751519	COR-00264	None	None	COR-00264	
15751524	COR-00265	None	None	COR-00265	
15751514	COR-00266	None	None	COR-00266	
15751626	COR-00268	None	None	OLD HIGH SCHOOL	
15751632	COR-00269	None	None	FORMER DINEEN FAMILY HOME	
15750581	COR-00270	None	None	BILLY URQUART HOME	
15824252	COR-00412	Contributing property within an eligible district	None	STEAMER DOCK	
15822978	COR-00413	Contributing property within an eligible district	None	CANNERY BUILDING	
15822946	COR-00414	Contributing property within an eligible district	None	WAREHOUSE #1 BUILDING	
15824656	COR-00415	Contributing property within an eligible district	None	BLACKSMITH/CARPENTRY SHOP	
15830447	COR-00416	Non-contributing property within a district	None	ORIENTALS' BUNKHOUSE	
15830452	COR-00417	Contributing property within an eligible district	None	WATCHMAN'S RESIDENCE	
15824419	COR-00419	Contributing property within an eligible district	None	SUPRINTENDENT'S RESIDENCE	
15824922	COR-00420	Contributing property within an eligible district	None	MECHANIC'S BUNKHOUSE	
15823165	COR-00421	Contributing property within an eligible district	None	WOMEN'S DORM/BEACH GANG BUNKHOUSE	

OHA Record ID	AHRS No.	DOE Status	NRHP Status	Resource Name	
15823170	COR-00423	Contributing property within an eligible district	None	MESS HALL	
15824277	COR-00424	Contributing property within an eligible district	None	FISHERMAN'S BUNKHOUSE	
15824009	COR-00444	Determined eligible by SHPO and agency	None	[DOE] MORPAC CANNERY COOK HOUSE [AHRS] CASTLE INN	
15862724	COR-00467	None	None	VINA YOUNG DAIRY BARN	
15739409	COR-00468	Determined not eligible by SHPO and agency	None	[DOE] HISTORIC RESIDENCE [AHRS] 702 1/2 LAKE AVENUE	
15862772	COR-00469	Determined not eligible by SHPO and agency	None	[DOE] BEN HUNGER HOUSE [AHRS] BEN HUNGER RESIDENCE	
15864751	COR-00470	Determined not eligible by SHPO and agency	None	[DOE] LOUIS ANDERSON HOUSE [AHRS] LOUIS ANDERSON RESIDENCE	
15860785	COR-00471	Determined not eligible by SHPO and agency	None	BUREAU OF PUBLIC ROADS TRUCK SHED	
15850997	COR-00475	None	None	CHASE/COLLINS HOMESITE CABIN	
15844661	COR-00478	None	None	BUNKHOUSE	
15843142	COR-00479	None	None	BUNKHOUSE AND BOAT STORAGE BUILDING	
15855368	COR-00480	None	None	FREEZER PLANT	
15843601	COR-00482	None	None	WATCHMAN'S BUILDING	
15848716	COR-00483	None	None	CARPENTRY SHOP	
15842415	COR-00484	None	None	FREEZER BUILDING	
15852330	COR-00485	None	None	MACHINE SHOP	
15851763	COR-00486	None	None	RESIDENCE 3	
15849186	COR-00487	None	None	RESIDENCE 4	
15851767	COR-00488	None	None	RESIDENCE 5	
15848411	COR-00489	None	None	LOCKERS/PROCESSING BUILDING	
15849698	COR-00490	None	None	SALMON CANNING PLANT	
15849702	COR-00491	None	None	CLAM CANNERY	
15851953	COR-00492	None	None	HAND-PACK SALMON PROCESSING	
15850532	COR-00493	None	None	SLIME LINE/STORAGE BUILDING	
15852211	COR-00496	None	None	WELDING SHOP	
15850175	COR-00497	None	None	MACHINE AND CARPENTRY SHOP	
15850179	COR-00498	None	None	OFFICE/DORMITORY	
15850183	COR-00499	None	None	BOAT STORAGE	
15850985	COR-00501	None	None	200 FIRST STREET, #1	

OHA Record ID	AHRS No.	DOE Status	NRHP Status	Resource Name	
15850989	COR-00502	None	None	200 FIRST STREET, #2	
15850993	COR-00503	None	None	204 FIRST STREET	
15851703	COR-00504	None	None	216 FIRST STREET	
15850610	COR-00505	None	None	303 FIRST STREET	
15856185	COR-00506	None	None	317 FIRST STREET	
15850711	COR-00507	None	None	321 FIRST STREET	
15850213	COR-00508	None	None	HUBBARD HOUSE	
15850633	COR-00509	None	None	329 FIRST STREET	
15851397	COR-00510	None	None	WILLIAM CLAYTON HOUSE	
15851505	COR-00511	None	None	OSBORNE/STEEN BUILDING	
15852370	COR-00512	None	None	PIONEER CAFE	
15850731	COR-00513	None	None	GAS STATION/HOOVER'S MOVERS	
15852463	COR-00514	None	None	GARAGE/FRENZY RENTAL	
15851066	COR-00515	None	None	QUONSET HUT, 118 DAVIS STREET	
15850446	COR-00516	None	None	COAST GUARD STATION	
15852525	COR-00517	None	None	QUONSET HUT	
15855633	COR-00518	Determined not eligible by SHPO and agency	None	NAVIGATIONAL AID BUILDING	
15855640	COR-00519	None	None	LANGE HOUSE	
15852596	COR-00520	None	None	110 SAWMILL ROAD RESIDENCE	
15852263	COR-00521	None	None	202 RAILROAD AVENUE, RESIDENCE	
15854374	COR-00523	None	None	HANGAR	
15847152	COR-00524	None	None	POWDER HOUSE RESTAURANT	
15847156	COR-00525	None	None	FAA HOUSE #1	
15847129	COR-00526	None	None	FAA HOUSE #2	
15854599	COR-00527	None	None	PERNULA HOMESITE CABIN	
15853132	COR-00528	None	None	EYAK LAKE HOMESITE CABIN	
	COR-00529	None	None	UTNESS BOAT SHED	
	COR-00530	None	None	MANTILLA BOAT SHED	
15858704	COR-00535	Determined not eligible by SHPO and agency	None	[DOE] Building 302, COMSERFAC Building [AHRS] Building 302, COMSERFAC	
15862156	COR-00536	Determined not eligible by SHPO and agency	None	[DOE] Building 203, Storage Building [AHRS] Building 203, Storage	
15862163	COR-00537	Determined not eligible by SHPO and agency	None	[DOE] Building 208, Storage Building [AHRS] Building 208, Walk In Freezer	
15867582	COR-00538	Determined not eligible by SHPO and agency	None	[DOE] Building 601, Utility Building [AHRS] Building 601, Pump House Lot	

OHA Record ID	AHRS No.	DOE Status	NRHP Status	Resource Name	
15857289	COR-00539	Determined not eligible by SHPO and agency	None	[DOE] Building 602, Sewage Lift/Utility Building [AHRS] Building 602, Lift Pump	
15860868	COR-00543	Determined not eligible by SHPO and agency	None	UTILIDOR STRUCTURE	
15868650	COR-00552	Determined not eligible by SHPO and agency	None	906 INGRESS STREET, CORDOVA	
15880238	COR-00557	Determined eligible by SHPO and agency	None	[DOE] 301 SOUTH 2ND STREET [AHRS] COR-00557	
15888047	COR-00558	Determined not eligible by SHPO and agency	None	[DOE] 300 RAILROAD AVENUE [AHRS] COR-00558	
16438083	COR-00583	None	None	1027 Point Whitshed Road (Lot Number 02-84-597)	
16438084	COR-00584	Determined not eligible by SHPO and agency	None	1312 Point Whitshed Road (Lot Number 02-84-425)	
16524989	COR-00588	None	None	The Cordova Ranger District Marine Warehouse	
15823496	COR-00428	Determined not eligible by SHPO and agency	None	SHEPARD POINT MESS HALL	
15823503	COR-00429	Determined not eligible by SHPO and agency	None	SHEPARD POINT ORIENTAL'S MESS HALL	
15826622	COR-00432	None	None	SUPERINTENDENT'S RESIDENCE	



APPENDIX B: PHOTO LOG TEMPLATE

PHOTOGRAPHIC RECORD

Project / Survey Area:	
Field Dates:	
Survey Team Members:_	

Date	Exp./Frame	Subject/Description (if a building please list Address or Bock and Lot numbers)	View Toward

Planning Commission Pending Calendar

Items pending for May Regular Meeting

- Building Code Adoption Draft Ordinance

<u>August 2021</u>

- Planning Commission CIP List to City Council (Annual)

September 2021

- Comprehensive Plan Review (Annual)

January 2022

- 2022 Land Disposal Maps (Annual)

February 2022

- Planning Commissioner's Training & Planning Conference in Anchorage (Annual)

2021 APRIL

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	01	02	03
04	05	06	7:00 PM - City Council Regular Meeting (Cordova Center Rooms A & B)	08	09	10
11	12	6:30 PM - Planning Commission Regular Meeting (Cordova Center Rooms A & B)	6:00 PM - Harbor Commission Regular Meeting (Cordova Center Room B) 7:00 PM - School Board Regular Meeting (High School Library)		16	17
18	19	20	7:00 PM - City Council Regular Meeting (Cordova Center Rooms A & B)	22	23	24
25	26	27 6:00 PM - Parks and Recreation Commission Regular Meeting (Cordova Center Rooms A & B)		6:00 PM - CCMC Board Regular Meeting (CCMC Conference Room)	30	01
02	03	04	05	06	07	08

2021 MAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	01
02	03	04	7:00 PM - City Council Regular Meeting (Cordova Center Rooms A & B)	06	07	08
09	10	6:30 PM - Planning Commission Regular Meeting (Cordova Center Rooms A & B)	6:00 PM - Harbor Commission Regular Meeting (Cordova Center Room B) 7:00 PM - School Board Regular Meeting (High School Library)	13	14	15
16	17	18	7:00 PM - City Council Regular Meeting (Cordova Center Rooms A & B)	20	21	22
23	24	25 6:00 PM - Parks and Recreation Commission Regular Meeting (Cordova Center Rooms A & B)	26	27 6:00 PM - CCMC Board Regular Meeting (CCMC Conference Room)	28	29
30	31 City Closed - Memorial Day	01	02	03	04	05