

**PLANNING COMMISSION REGULAR MEETING**  
**Tuesday April 9, 2024 AT 6:35 PM**  
**CORDOVA CENTER COMMUNITY ROOMS A & B**

**Chair**

Tania Harrison

**Vice Chair**

Mark Hall

**Commissioners**

Chris Bolin

Sarah Trumblee

Kris Ranney

Gail Foode

Sean Den Adel

**City Planner**

Kevin Johnson

**AGENDA**

**1. CALL TO ORDER**

**2. ROLL CALL**

Chair Tania Harrison, Commissioners Chris Bolin, Sarah Trumblee, Mark Hall, Kris Ranney, Gail Foode, and Sean Den Adel

**3. APPROVAL OF AGENDA**

**4. APPROVAL OF CONSENT CALENDAR**

- a. Record unexcused absence of Chris Bolin and Kris Ranney for the February 13, 2024 Regular Meeting
- a. Minutes of the October 10, 2023 Regular Meeting
- b. Minutes of the November 14, 2023 Public hearing
- c. Minutes of the November 14, 2023 Regular Meeting

**5. DISCLOSURES OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATIONS**

**6. CORRESPONDENCE**

**7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

- a. Guest Speakers
- b. Audience comments regarding agenda items (3 minutes per speaker)

**8. PLANNER'S REPORT**

**9. UNFINISHED BUSINESS**

**10. NEW BUSINESS**

- a. Conditional Use Permit – Commercial Fish Packaging Trailer on Residential Lot.....Page 9
- b. Letter of Interest – Portion of USS 3345 along Lefevre Street.....Page 20
- c. Land Disposal – Review of Proposal for Portion of Lot 1, Block 7A, Tidewater Development Park..Page 29
- d. Land Disposal – Review of Proposal for Lot 4A, North Fill Development Park Addition No. 2 .....Page 60
- e. Resolution 24-02 - Port Infrastructure Development Program 2024 Grant Application.....Page 100

**11. AUDIENCE COMMENTS**

**12. COMMISSION COMMENTS**

**13. ADJOURNMENT**

**You may submit written public comments via email to [planning@cityofcordova.net](mailto:planning@cityofcordova.net), mail comments to City of Cordova, PO Box 1210, Cordova, AK 99574, or delivered to City Hall directly. Written public comments must be received by 4:00 p.m. on the day of the meeting**

**PLANNING COMMISSION REGULAR MEETING  
OCTOBER 10<sup>th</sup>, 2023 AT 6:30 PM  
CORDOVA CENTER COMMUNITY ROOMS A & B  
MINUTES**

**1. CALL TO ORDER**

To better facilitate the meeting due to the Chair being on the phone, Vice Chair **Mark Hall** called the Planning Commission Regular Meeting to order at 6:30 PM on October 10, 2023 in Cordova Center Community Rooms A & B.

**2. ROLL CALL**

Present for roll call was Commissioners **Tania Harrison, Tom McGann, Trae Lohse, Mark Hall, Sarah Trumblee, and Kris Ranney**

**Chris Bolin** was absent.

Staff present - City Planner **Kevin Johnson**.

**3. APPROVAL OF AGENDA**

M/McGann S/Trumblee to approve the agenda

With no objection the motion was passed.

**4. APPROVAL OF CONSENT CALENDAR**

a. Record excused absence for Tania Harrison and Sarah Trumblee from the August 15, 2023 Special Meeting

M/Trumblee S/Lohse to approve the consent calendar.

Upon voice vote, motion passed 6-0.

Yea: **Harrison, McGann, Lohse, Hall, Trumblee, Ranney**

Absent: **Bolin**

**5. DISCLOSURES OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATIONS**

None

**6. CORRESPONDENCE**

**Johnson** told the commission that nothing had been received.

**7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

a. Guest Speakers - None

b. Audience comments regarding agenda items - None

## 8. PLANNER'S REPORT

*Johnson* informed the commission that he has a survey and appraiser coming to town to complete the work for the different land disposals currently going on with the tidelands, impound lot and Breakwater Fill Lot. The State was able to get to town to collect the LIDAR and aerial imagery that they have been trying to get, hopefully that will be available to the public in spring / summer 2024. The city will be renting out the vacant PWSSC building to the traveling vets that are coming to town. Also, there will be three vacancies for the Planning Commission, so please spread the word that there are openings coming up.

*Trumblee* asked for an update on the addressing project. *Johnson* responded that he is working with Emily to work on the letter that will be sent out to the community to let people know what their addresses are. Once those letters have gone out there will be a 30-day period where the community can come in if they are concerned that the address the city has on file is in correct. Once that is done the address database will be submitted to the post office, State, and other entities.

## 9. UNFINISHED BUSINESS

None

## 10. NEW BUSINESS

### a. Letter of interest – The Jump, for a portion of Lot 1, Block 7A, Tidewater Development Park

M/McGann S/Trumblee move that the Planning Commission recommend to the City Council they dispose of a portion of Lot 1, Block 7A, Tidewater Development Park, by negotiating an agreement with The Jump to lease the property

*McGann* said that he does not see the city using this for any other purpose in the next five years. Also, the agreement could be drafted in a way that it could be terminated if need be. It will be nice to see what sort of business they can get over the winter.

*Trumblee* is in favor and glad to see they have thought through some of the bad weather concerns. She asks if the city would be keeping it plowed or what would happen with snow disposal. Johnson responded that he had spoken with the streets department and they are not concerned about the snow storage and that it is not somewhere they typically store large amounts of snow. As for plowing, it would be The Jumps responsibility to plow the area around their stand to provide access to customers.

*Lohse* said he was in favor but would like to see a higher and better use for it one day, but in the mean time it would be nice to see The Jump open year round especially with the increased winter population from all of the construction activity.

*Ranney* said that he does not like the lease length as five years unless there is an out for the city if a higher and better use comes along. He supports the business but does not want to see the lot tied up if there is a more productive use that could go in there.

*Harrison* agreed with Ranney that while she supports the business, she does not want to see another use get bypassed by if an opportunity comes up.

**McGann** said that when this gets to Council and staff negotiations, they can put in a lease termination clause saying whatever we want and if the applicant wants to lease it, they will accept the terms.

**Trumblee** asked if staff has seen other interest in the lot? **Johnson** responded that there have not been many serious inquirers, usually just people asking general questions about the lot such as its side and potential uses. No one has yet to come in with a serious proposal.

Upon voice vote, motion passed 6-0.

Yea: **Harrison, McGann, Lohse, Hall, Trumblee, Ranney**

Absent: **Bolin**

#### **b. Resolution 23-03 – 2023 Capital Improvement Projects List**

M/McGann S/Trumblee move that the Planning Commission recommend to the City Council they dispose of a portion of Lot 1, Block 7A, Tidewater Development Park, by negotiating an agreement with The Jump to lease the property

**McGann** said that we hashed this out pretty good at the last meeting but had a comment on item number 6 regarding the Public Safety Building. He believes we should move forward on an actual conceptual design that goes beyond the potential floor plan / space planning that's been developed.

**Trumblee** asked if any items from the CIP were completed last year. **Johnson** responded that for a city of our size and the cost of these projects its typical for many of the projects to stay on the list for many years. There are a few that have come off from the past couple years such as Second Street and Title 16 update.

**Lohse** asked what it is going to take to finalize the addressing and E911 equipment in the responder vehicles? **Johnson** said that at this point it is purely a funding issue and is dependent of the Council allocating money to purchase the equipment. Lats looks showed the costs to be around \$600K. Staff continues to look for other funding sources as well including reestablishing the E911 surcharge.

#### **c. Accessory Dwelling Unit Code Discussion**

**Harrison** said that she is hesitant to remove the Conditional Use Permit requirement as it puts a good checks and balance process in place to guide the development of ADUs in town. If they were blanketly allowed it is likely many would be built for just short term rentals, and living next to a long term rental can be very different then living next to a short term rental and that should be considered especially in residentially zoned parts of town.

**McGann** said that he des not think that requiring a Conditional Use Permit is not overly onerous of a process. The biggest question that needs to be addressed is are we going to allow attached as well as detached accessory dwellings. He also added that the city should not be withholding of variances when it comes to setbacks as many of the lots in town require this sort of exceptions.

**Trumblee** said that with some of the small lots in Cordova it may be asking for trouble with people wanting to squeeze in extra dwellings in already tight areas.

**Lohse** said that the Conditional Use Permit process can sometimes be a little arbitrary sometimes and that having a set of rules in code seems to be a little fairer as everyone then knows the rules. Regarding financial incentives, they may not be appropriate as many people building ADUs are doing it for their own financial gain and that the city should not be subsidizing that.

**Ranney** said that his thoughts are that we should lower the barrier to entry for building in Cordova to help relieve the housing shortage. A Conditional Use Permit is a barrier as it adds a level of uncertainty for someone wanting to build one.

**Johnson** added that one thing he would like to have updated in the code is how we define different structures and clarify attached ADUs vs detached ADUs. The Code currently allows for single family homes and multifamily homes. Multifamily homes can mean a duplex, triplex, or more. There is not clarity on having multiple dwellings in separate structures. A duplex or triplex can technically be a single house that was converted into three units. This can be done with only a building permit, but to have a single-family home and then build a detached “mother-in-law” home requires a CUP and approval by the Planning Commission and a building permit. Impact wise when it comes to traffic, parking, and use of the property is the same.

## 11. AUDIENCE PARTICIPATION

No Comments

## 12. COMMISSION COMMENTS

**McGann** Thanked everyone for their time and that there was good conversation

**Trumblee** thanked everyone for their time and thanked staff for including the building permits in the packet as that is good information to have.

**Lohse** Thanked everyone for their time

**Hall** Thanked everyone for their time

## 13. ADJOURNMENT

M/McGann S/Trumblee to adjourn the Regular Meeting.  
With no objection, the meeting was adjourned.

Approved:

\_\_\_\_\_  
Tania Harrison, Chair

\_\_\_\_\_  
Kevin Johnson, City Planner

**PLANNING COMMISSION PUBLIC HEARING  
NOVEMBER 14, 2023 AT 6:30 PM  
CORDOVA CENTER COMMUNITY ROOMS A & B  
MINUTES**

**1. CALL TO ORDER**

Chair *Tania Harrison* called the Planning Commission Public Hearing to order at 6:30 PM on November 14, 2023 in Cordova Center Community Rooms A & B.

**2. ROLL CALL**

Present for roll call were Chair *Tania Harrison* and Commissioners *Tom McGann, Trae Lohse, Mark Hall, and Sarah Trumblee*

*Chris Bolin, and Kris Ranney* was absent.

**3. PUBLIC HEARING**

**a. Conditional Use Permit & Variance – Mixed Use / Multiple Dwellings Whithn Industrial Zone – Lot 2, Block 3, Cordova Industrial Park**

No Public Comments

**4. ADJOURNMENT**

With no further public comments and no objections, the Public Hearing was adjourned at 6:31 pm.

Approved:

\_\_\_\_\_  
Tania Harrison, Chair

\_\_\_\_\_  
Kevin Johnson, City Planner

**PLANNING COMMISSION REGULAR MEETING  
NOVEMBER 14<sup>th</sup>, 2023 AT 6:30 PM  
CORDOVA CENTER COMMUNITY ROOMS A & B  
MINUTES**

**1. CALL TO ORDER**

Chair *Tania Harrison*, called the Planning Commission Regular Meeting to order at 6:32 PM on November 14, 2023 in Cordova Center Community Rooms A & B.

**2. ROLL CALL**

Present for roll call was Commissioners *Tania Harrison, Tom McGann, Trae Lohse, Mark Hall*, and *Sarah Trumblee*

*Chris Bolin, and Kris Ranney* was absent.

Staff present - City Planner *Kevin Johnson*.

**3. APPROVAL OF AGENDA**

M/McGann S/Hall to approve the agenda

With no objection the motion was passed.

**4. APPROVAL OF CONSENT CALENDAR**

- a. Record unexcused absence for Chris Bolin from the October 10, 2023 Regular Meeting
- b. Minutes of the June 13, 2023 Public Hearing
- c. Minutes of the June 13, 2023 Regular Meeting

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

Upon voice vote, motion passed 5-0.

Yea: *Harrison, McGann, Lohse, Hall, Trumblee*

Absent: *Bolin, Ranney*

**5. DISCLOSURES OF CONFLICTS OF INTEREST AND EX PARTE COMMUNICATIONS**

*Trumblee* wanted to disclose that she is a board member and the vice chair of the CTC board and CTC is coming before us for their CUP. *McGann* said he does not believe that this is a conflict as she is not directly financially benefiting. Staff concurred but said its ultimately up tot eh commission if they would like her to recuse herself. The Commission determined there is no need to recuse herself.

**6. CORRESPONDENCE**

*Johnson* told the commission that nothing had been received.

**7. COMMUNICATIONS BY AND PETITIONS FROM VISITORS**

- a. Guest Speakers - None
- b. Audience comments regarding agenda items - None

## 8. PLANNER'S REPORT

No questions from the commission on the Planners Report.

## 9. UNFINISHED BUSINESS

None

## 10. NEW BUSINESS

- a. Conditional Use Permit – Mixed Use / Multiple Dwellings Within Industrial Zone – Lot 2, Block 3, Cordova Industrial Park

M/McGann S/Trumblee move that the Planning Commission grant the Conditional Use Permit request submitted by Cordova Telcom Cooperative and to adopt and incorporate the findings and conditions of approval within the staff report.

**McGann** said that he is in full support of this, and is sure there are some things they can nit pick over but overall supports it.

**Trumblee** is in favor.

**Lohse** said he has concerns about opening the door to putting housing in the industrial zone but knows we need housing so he can be in favor of this but just does not want to see a precedent be set and we lose industrial space. However, if the lower portion is restricted to warehouse space and the upper area can be used in a way that would not be used then it could be a good thing.

**Hall** said that he is in favor of this if it can meet the code but is concerned it does not meet the code. Specifically, he said it does not meet the watchman quarters allowance and the bunkhouse definition does not seem to fit. How can it be controlled who lives there? What if a family wants to live there and now we are putting kids in the industrial zone. **Johnson** explained that since it did not fall directly into the allowed uses section of the zoning code that is why they are asking for the Conditional Use Permit, the CUP section of the code says that a CUP can be granted when a use not specifically listed as approved can be incorporated in a way that limits its impacts to a specific zone.

**McGann** added that he thinks the definition of bunkhouse should be updated and clarified.

**Harris** asked for clarification on their parking layout at is seems like it would not work. **Johnson** said that the layout shown is tandem parking where one unit would have the front and back parking spot so they would be able to move the back car if they need to get the front car out.

Upon voice vote, motion passed 5-0.

Yea: **Harrison, McGann, Lohse, Hall, Trumblee**

Absent: **Bolin, Ranney**



## 11. AUDIENCE PARTICIPATION

Sarah Katherine, CTC Project Manager – thanks the commission for their time and consideration. They are doing a similar project in Yakutat and try to help alleviate community needs whenever they do a project of any type and look forward to providing quality dwellings to town in the near future.

## 12. COMMISSION COMMENTS

*McGann* Thanked everyone for their time

*Trumblee* thanked everyone for their time

*Lohse* Thanked everyone for their time and said that he will not be reupping on the commission but has enjoyed his time and may be back in the future.

*Hall* Thanked everyone for their time and especially the work the streets crew does.

## 13. ADJOURNMENT

M/McGann S/Lohse to adjourn the Regular Meeting.  
With no objection, the meeting was adjourned.

Approved:

\_\_\_\_\_  
Tania Harrison, Chair

\_\_\_\_\_  
Kevin Johnson, City Planner



**AGENDA ITEM # 10a**  
**Planning Commission Special Meeting Date: 4/9/24**  
**PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Kevin Johnson, City Planner  
**DATE:** 4/9/24  
**ITEM:** Conditional Use Permit – Commercial Fish Packaging Trailer on Residential Lot  
**NEXT STEP:** Decide Whether to Grant Conditional Use Permit

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INFORMATION  
 **MOTION**  
 RESOLUTION

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**I. REQUEST OR ISSUE:**

Requested Actions: Grant of Conditional Use Permit  
Applicant: Ray Renner  
Parcel Number: 02-086-250  
Legal Description: Tract B1-B Mt Eccles Estates Addition #1, Plat 99-18  
Zoning: Low Density Residential  
Lot Area: 35,477 Square Feet (.81 acres)

The City of Cordova received an application requesting a Conditional Use Permit (CUP) to allow for a 7' X 16' enclosed trailer, that has been modified for commercial fish packaging, to be used on a residential lot.

**II. RECOMMENDED ACTION / NEXT STEP:**

A Commissioner should make the following motion followed by a second to open the item for discussion

“I move that the Planning Commission grant the Conditional Use Permit request submitted by Ray Renner and to adopt and incorporate the findings and conditions of approval within the staff report.”

The CUP can be granted with or without special conditions or denied.

### **III. FISCAL IMPACTS:**

The city would expect to see additional sales tax revenue from the direct marketing sales associated with this use.

### **IV. BACKGROUND INFORMATION:**

Ray Renner is seeking a CUP to allow for them operate a commercial fish packaging business out of a converted 7' X 16' enclosed trailer on their residential lot.

All processing of the fish apart from the packaging would take place off site. There would be no onsite processing or waste disposal associated with the processing of the fish. The only waste generated onsite would be related to packaging activities. Packaging operations would occur May through September. The trailer would be placed so that it is located between the applicant's house, shed, and sauna so it would be visually shielded on three sides from neighboring properties, the open side faces the street.

The zoning for the property allows for home occupations. However, as this use is not directly in line with the definition for home occupations, a CUP is required.

The 2019 Cordova Comprehensive Plan supports this type of use by encouraging home occupations that do not negatively impact the surrounds or significantly alter the residential nature of the neighborhood. This use is contained within a trailer, it is mostly out of sight, there is not fish waste being disposed of, and the operation is limited to only three months out of the year.

The Planning Commission may want to consider imposing Conditions of Approval if they consider approving this proposal. Staff would suggest that the two following condition be included with any approval to provide clarity on what is being allowed:

1. Processing to consist of packaging of fish only. No gutting of fish or disposal of fish waste allowed on site.
2. No outside of storage of any kind allowed. All associated storage of goods, supplies, materials, etc., to occur within the trailer or within another structure.

The Planning Commission may choose to include or remove the suggested condition or impose different or additional conditions that they find appropriate.

Below you will find the CUP approval criteria in *italics* and staff's responses in normal font type.

## Suggested Findings:

### 18.60.020 (B) – Conditional Use Permit Approval Criteria

1. *The use is consistent with the purpose of this chapter and is compatible with the zoning district and the comprehensive plan;*

This criterion is met.

The zoning district allows for home occupations. Home Occupation is defined by our city code as “an accessory use of a service character customarily conducted within a dwelling by the residents thereof, which is clearly secondary to the use of the dwelling for living purposes and does not change the character thereof and does not involve more than one paid assistant.”. While this commercial activity would not occur inside of a dwelling, it would occur within an enclosed trailer and the trailer will be placed in a way that it will not bring attention to the use.

The 2019 Cordova Comprehensive Plan supports this type of use by encouraging home occupations that do not negatively impact the surrounds or significantly alter the residential nature of the neighborhood. This use is contained within a trailer, it is mostly out of sight, there is not fish waste being disposed of, and the operation is limited to only three months out of the year.

2. *The use will not permanently or substantially injure the lawful use of neighboring properties;*

This criterion is met.

This proposed use occurs fully within an enclosed trailer and does not include processes that would create excessive noise or odors that could affect neighboring properties. All processing and disposal of fish waste is done off site. Also, the use would operate between May and June.

3. *Public services and facilities are adequate to serve the proposed use;*

This criterion is met.

The property is currently served by city water, sewer, and refuse. The proposed additional use would be able to be served by the existing services.

4. *The proposed use will not have a permanent negative impact on pedestrian and vehicular traffic circulation and safety substantially greater than that anticipated from permitted development; and*

This criterion is met.

The proposed use is not the type of activity that requires customers or employees to come and go from the site so it is not anticipated that this use would negatively impact traffic or pedestrian circulation.

5. *The proposed use will not adversely affect to the public's safety, health, or general welfare.*

This criterion has been met.

By meeting the above criterion and being consistent with the comprehensive plan the use does not adversely affect the public's safety, health, and general welfare.

**V. LEGAL ISSUES:**

The public or applicant may appeal the decision of the Planning Commission to the City Council within 10 days of approval.

**VI. ENVIRONMENTAL ISSUES:**

No environmental issues identified.

**VII. SUMMARY AND ALTERNATIVES:**

The applicant has requested that the Planning Commission grant a CUP to allow for them to operate their commercial fish packaging out of an enclosed trailer in a residential zone. The operation would be limited to packaging of fish only and would not include processing or disposal of fish waste.

The Planning Commission may approve the CUP with or without conditions or deny the CUP if they believe the approval criteria have not been met.

**VIII. CONDITIONS OF APPROVAL:**

Staff Recommends the following conditions of approval:

1. Processing to consist of packaging of fish only. No gutting of fish or disposal of fish waste allowed on site.
2. No outside of storage of any kind allowed. All associated storage of goods, supplies, materials, etc., to occur within the trailer or within another structure.

**IX. ATTACHMENTS:**

- A. Location Map
- B. Conditional Use Permit Application
- C. Site Plan
- D. Trailer Layout



HIGHLAND DRIVE

MT ECCLES STREET

Subject Property

Proposed Packaging Trailer Location

WOODLAND DRIVE

# CITY OF CORDOVA



## CONDITIONAL USE PERMIT APPLICATION

### City of Cordova, Alaska

INSTRUCTIONS	PERMIT TYPE	FEE
Print or type requested information. Incomplete applications will be returned to the applicant and will delay processing of the request. Applications must be received by the Planning Department 21 days prior to the next Planning Commission Regular Meeting, which is scheduled the second Tuesday of each month.	Conditional Use Permit	\$250

### APPLICANT INFORMATION

Name:	Ray Renner
Mailing Address:	Box 1181
City/State/Zip:	Cordova AK 99574
Phone Number:	907-831-0530
Email Address:	ray-renner4@hotmail.com

### OWNER INFORMATION

Name:	
Mailing Address:	
City/State/Zip:	
Phone Number:	
Email Address:	

Only complete this section if owner is different from applicant.

### PROPERTY INFORMATION

Address:	201 Highland Dr
Legal Description:	
Tax Lot No.:	
Zone District:	

Planning Department can assist if unknown.

**REQUEST DESCRIPTION**

Please describe your requested conditional use in detail as well as the proposed time frame for the new use.

I am looking to package my fish in an enclosed trailer on my property no processing of any kind will be done. Just boxing fish.  
pictures provided

You may add any additional documents which will help the Planning Commission better understand the request, such as a cover letter, drawings, maps, or photographs.

**CONDITIONAL USE STANDARDS**

The Planning Commission may only approve the conditional use if the commission finds that ALL of the following standards are met. You must include a statement and adequate evidence showing that each of the standards has been met. Use additional pages if needed.

**The use is consistent with the purpose of this chapter (Chapter 18.60 - Conditional Use Permits) and is compatible with the zoning district and the comprehensive plan.**

Yes  
I am looking to box my fish. The fish will already be processed so there will be no waste accumulated.

**The use will not permanently or substantially injure the lawful use of neighboring properties.**

no we will be using an 16' enclosed trailer with no waste. The fish will already be processed on my vessel.

**Public services and facilities are adequate to serve the proposed use.**

Yes



The proposed use will not have a permanent negative impact on pedestrian and vehicular traffic circulation and safety substantially greater than that anticipated from permitted development.

no this is a very small impact operation. Only will be operating may 15th to July 10th.

The proposed use will not adversely affect the public's safety, health, or general welfare.

no takes place on private property

**OTHER CONDITIONAL USE REQUIREMENTS**

Any application approved by the planning commission shall be conditional upon the privilege granted being utilized within six (6) months after the effective date of approval.

Plot plan is required. The plot plan needs to be drawn to scale, showing the location of all existing and proposed buildings or improvements, elevations of such buildings or alterations, and off-street parking areas.

The City Planning Commission shall have the authority to impose such conditions and safeguards as it deems necessary to protect the best interests of the surrounding property or neighborhood and the Comprehensive City Plan and zoning ordinance.

If applicant is not the owner of the subject lot, the owner's signed authorization granting applicant the authority to (a) apply for the conditional use permit and (b) bind the owner to the terms of the conditional use permit, if granted.

Some conditional uses (telecommunication tower, marijuana establishments, junkyards, and others) are subject to additional requirements in Chapter 18.60 of the Cordova Municipal Code.

**APPLICANT CERTIFICATION**

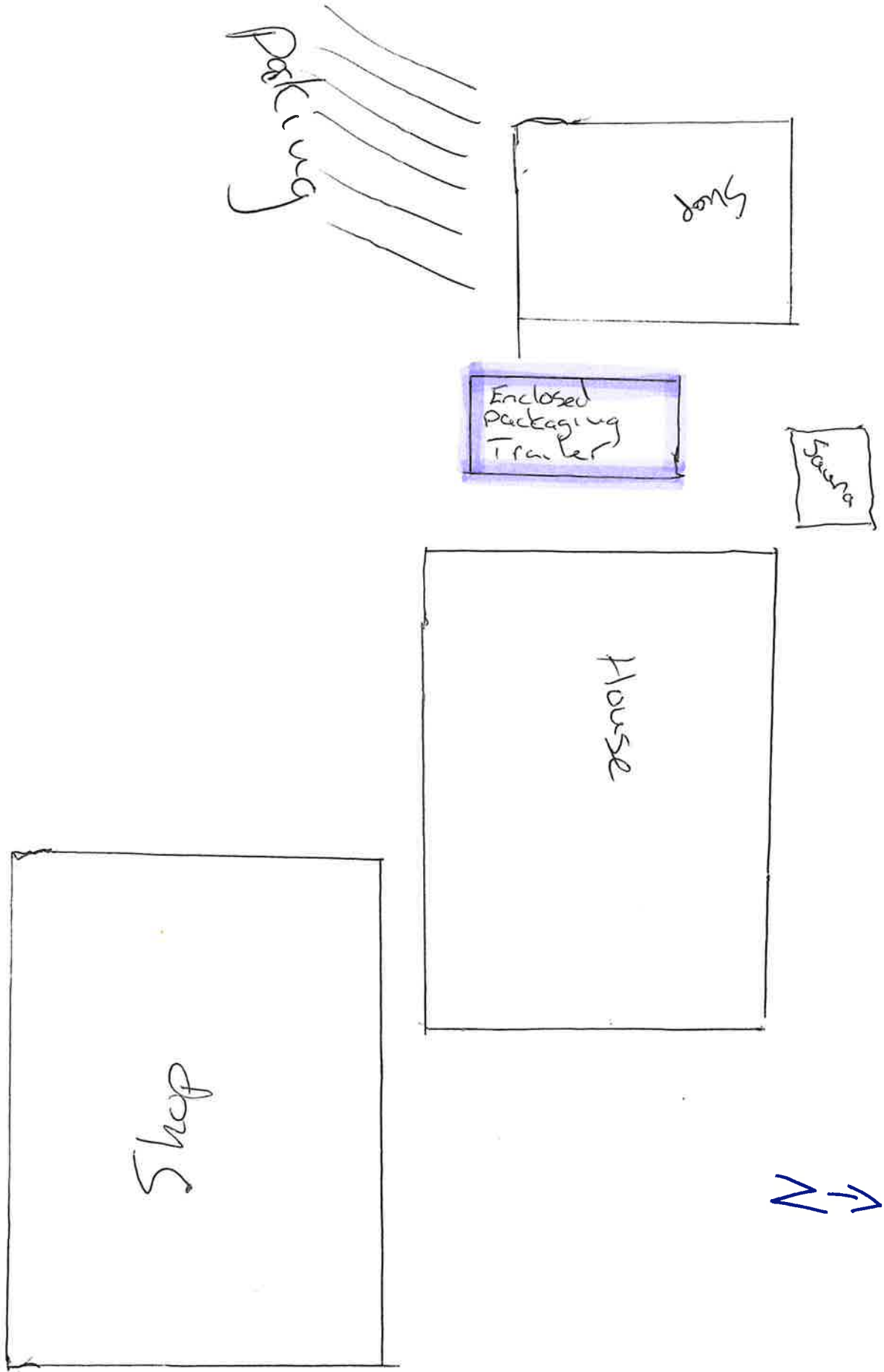
*By the signature attached hereto, I certify that I am the owner or duly authorized owner's agent and that the information provided within this application and accompanying documentation is correct. Furthermore, I hereby authorize the City and its representatives to enter the property associated with this application for purposes of conducting site inspections.*

**Applicant Signature:** 

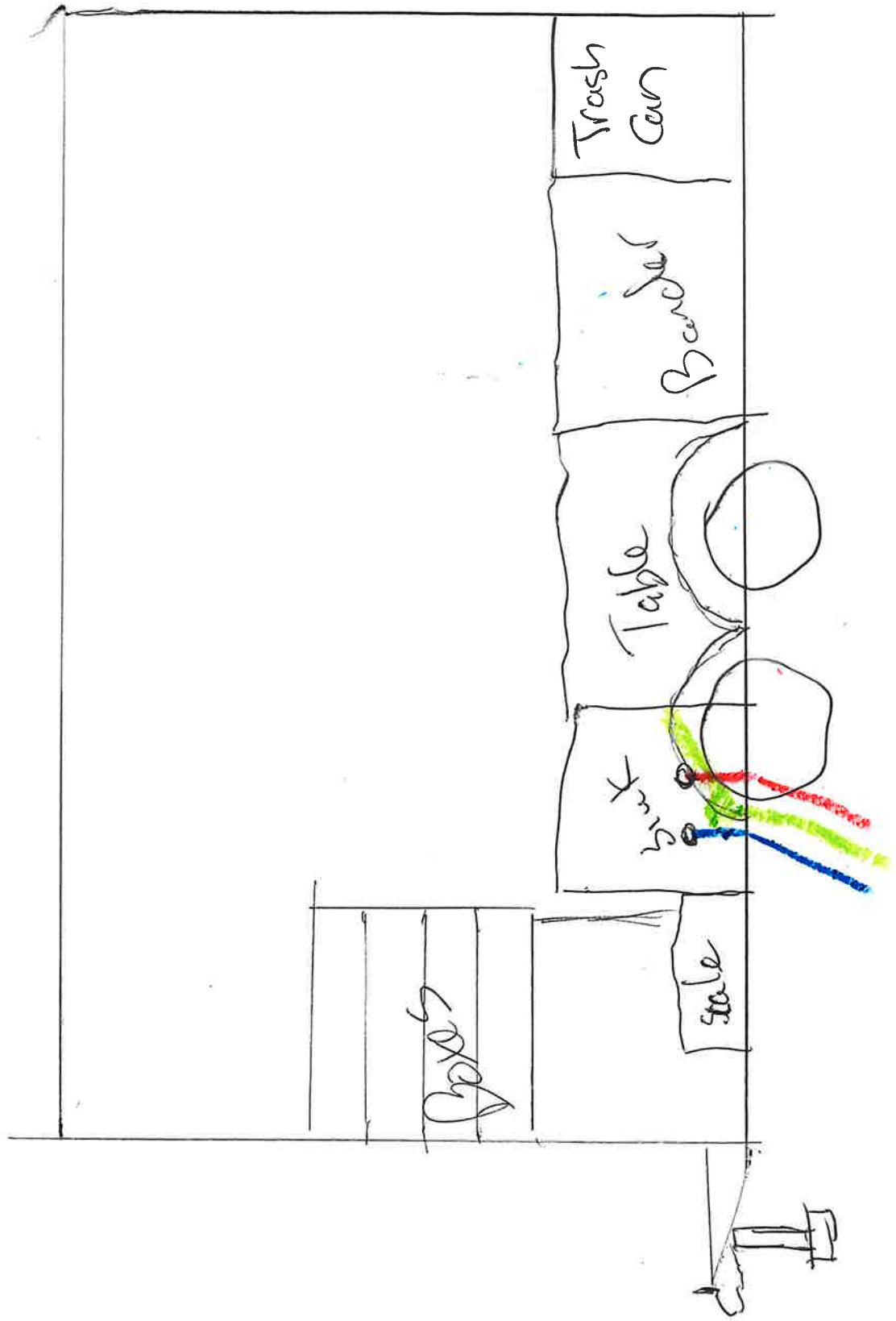
**Date:** 3/7/24

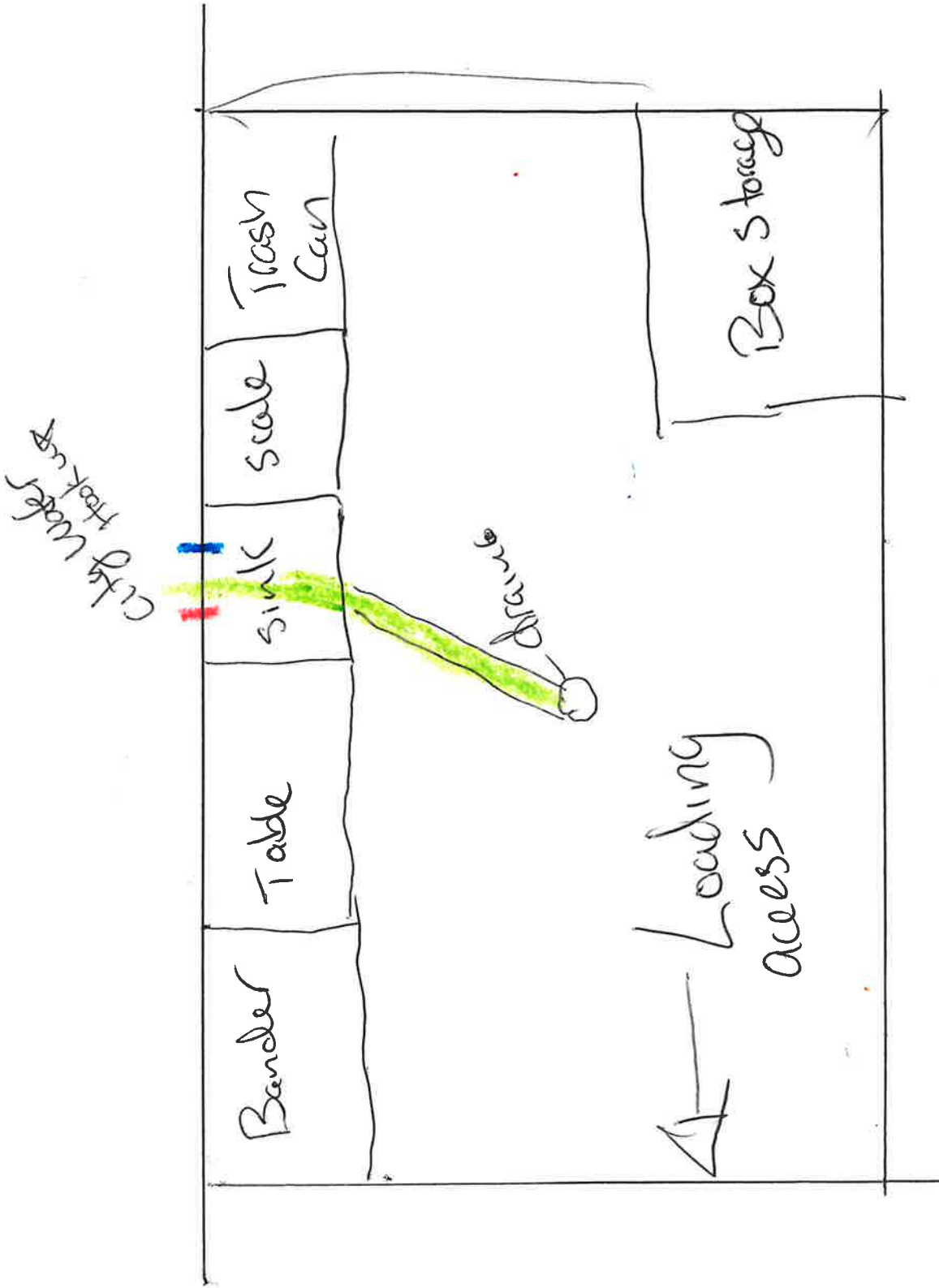
**Print Name:** Ray Renow

# Plot Plan



hot  
cold  
drain







**AGENDA ITEM # 10b**  
**Planning Commission Meeting Date: 4/9/24**

**PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Kevin Johnson, City Planner

**DATE:** 4/2/24

**ITEM:** Letter of Interest from Diana Riedel, for a Portion of USS 3345

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

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INFORMATION  
 MOTION  
 RESOLUTION

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**I. REQUEST OR ISSUE:**

Requested Actions: Recommendation to City Council on Disposal and Disposal Method  
Applicant: Diana Riedel  
Legal Description: Remnant of USS 3345. True Legal Description to be Determined.  
Area: Approximately 4,400 Sq. Ft.  
Zoning: Low Density Residential  
Attachments: Location Map  
Letter of Interest  
Site Plans  
Floor Plan  
Utility Map

**II. RECOMMENDED ACTION / NEXT STEP:**

Staff has provided the following motions for the Planning Commission to open the agenda item for discussion:

“I move to recommend to City Council to dispose of a remnant of USS 3345 roughly 4,400 square feet in size 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 Diana Riedel 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.

Alternate motion:

“I move to recommend the City Council does not dispose of the requested remnant of USS 3345”

**III. FISCAL IMPACTS:**

The property would become part of the city’s tax base increasing property tax collection.

**IV. BACKGROUND INFORMATION:**

Diana Riedel has submitted a Letter of Interest to purchase a remnant lot of USS 3345 located along LeFevre Street, for the purpose of constructing a n 800 – 1300 square foot single-family home for her daughter. They plan to have a home completed within 5 years.

Staffs only concern is related to the location of a sanitary sewer main that runs through the property. Its exact location in relation to the property lines still needs to be determined. Staff and the applicant have found utility records showing the main going through the property, the exact location just needs to be determined to confirm that there is adequate area for a utility easement and that the proposed footprint of the house is outside of that easement. The applicant and city staff are working together on locating the exact location of the line and intend to have that completed in the next month. Currently, staff has no concerns with this letter of interest continuing to City Council as the work to locate the main moves forward.

Based on the proposed site plan provided by the applicant, it appears that they could place the footprint of a home outside of the future sewer line easement, property line setbacks, lake setback, and provide onsite parking. This would all be confirmed follow the completion of a survey that would take place during the disposal process.

**Applicable Code:**

5.22.030 – Land Disposal Map.

*A. The City shall maintain and update annually a map of city owned real property. The following designations shall be applied to the land disposal map:*

- 3. Tidelands: Tidelands are considered as “Available” designation but*

*shall require review and recommendation from the Harbor Commission.*

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:*

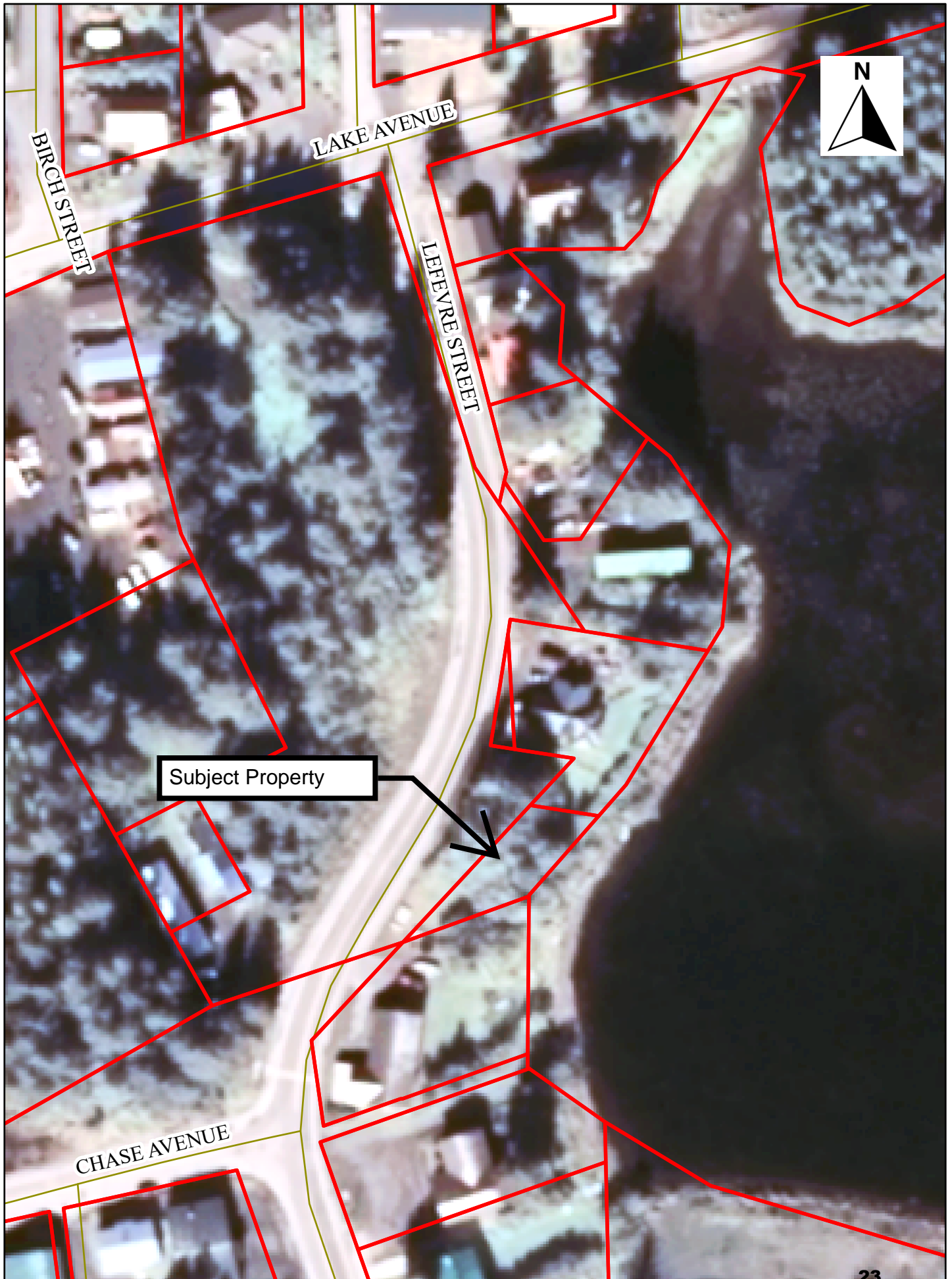
- 1. Negotiate an agreement with the party who submitted a letter of interest to lease or purchase the property;*
- 2. Invite sealed bids to lease or purchase the property;*
- 3. Offer the property for lease or purchase at public auction;*
- 4. Request sealed proposals to lease or purchase the property.*

**VI. LEGAL ISSUES:**

Legal review of purchase and sale agreement will be required prior to final approval by Council.

**VII. SUMMARY AND ALTERNATIVES:**

The Planning Commission may make a motion to recommend or not recommend the disposal of the land.



Subject Property



To: City of Cordova Planning Commission

From: Diana Riedel, PO Box 6 Cordova, AK 99574 (907) 253-5364 dianariedel@hotmail.com

March 19, 2024

Dear City of Cordova,

I went over the 2023 land disposal map (amended and approved by city council on 06/21/2023) and I would like to formally put in a letter of interest on the Lefevre street property that is listed as available.

It is the property in-between Sorensens' and Eleshansky's on Eyak lake off Lefevre street and it abuts the Chugach Alaska Corporation Lutheran homesite tract 31 land.

The intended use of the land would be to construct a small single-family residence. Approximately 800-1300 sq feet.

I was involved in the affordable housing committee with the city and native village of Eyak and active in paying attention to the current housing market. My main motivation for wanting to buy this land and have a small home constructed is because my daughter recently turned 18 and would like to be able to continue living and working in Cordova. She has explored the rental market and there is nothing she can currently afford that is also a healthy environment.

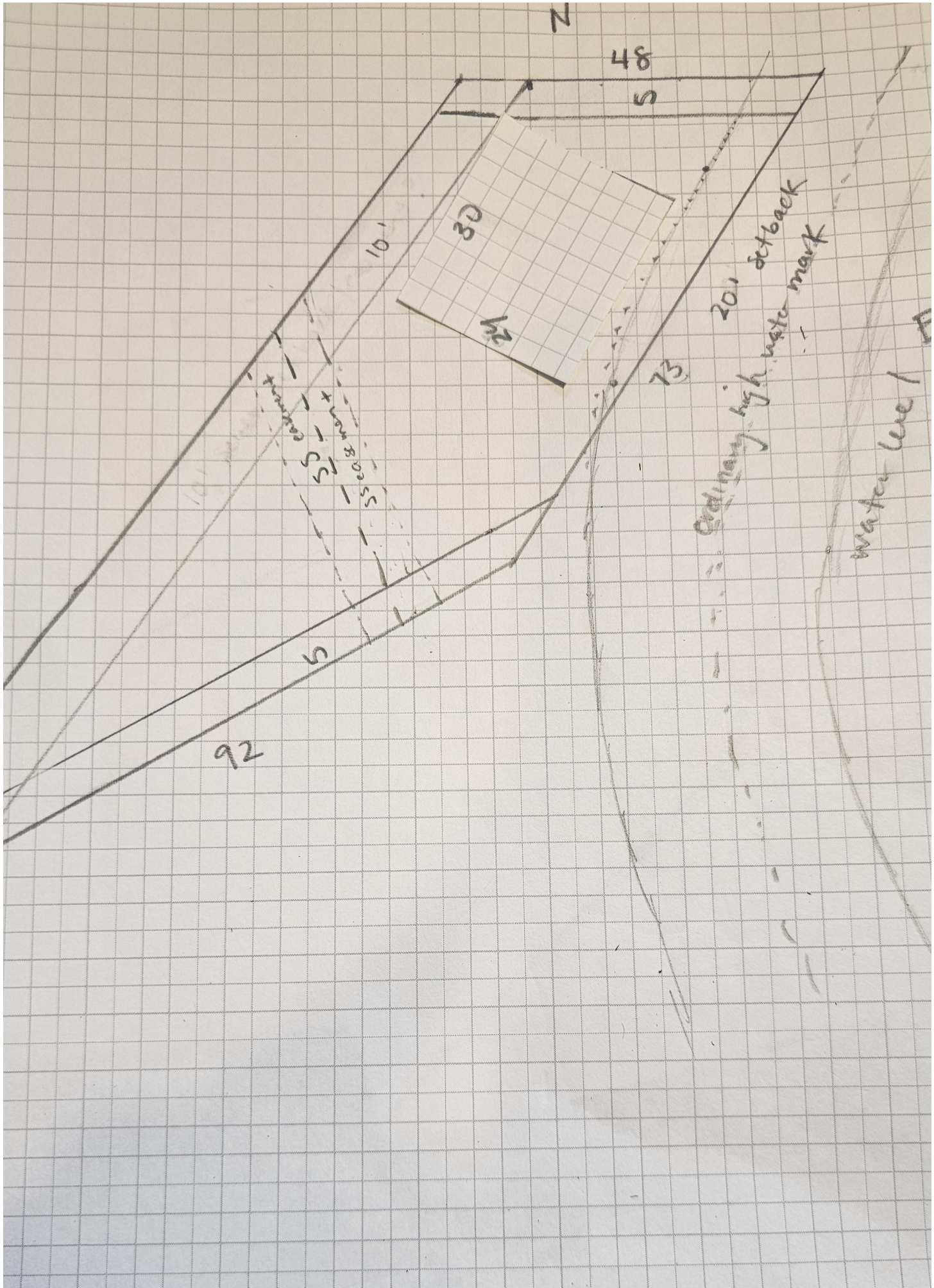
She is currently going to UAF (distant learning) for early childhood development and works part time at the elementary school as a substitute teachers aid. She also bought into commercial fishing and would like to make her long-term residence here. With our wet and windy environment, I think new construction and new construction practices are the only way to go. In 2013 my husband and I constructed a 6-star energy rated home here in Cordova. My husband and I currently have our general contractors license, insurance, and bonding under Dineega Services. My cousin is also a licensed and bonded residential contractor.

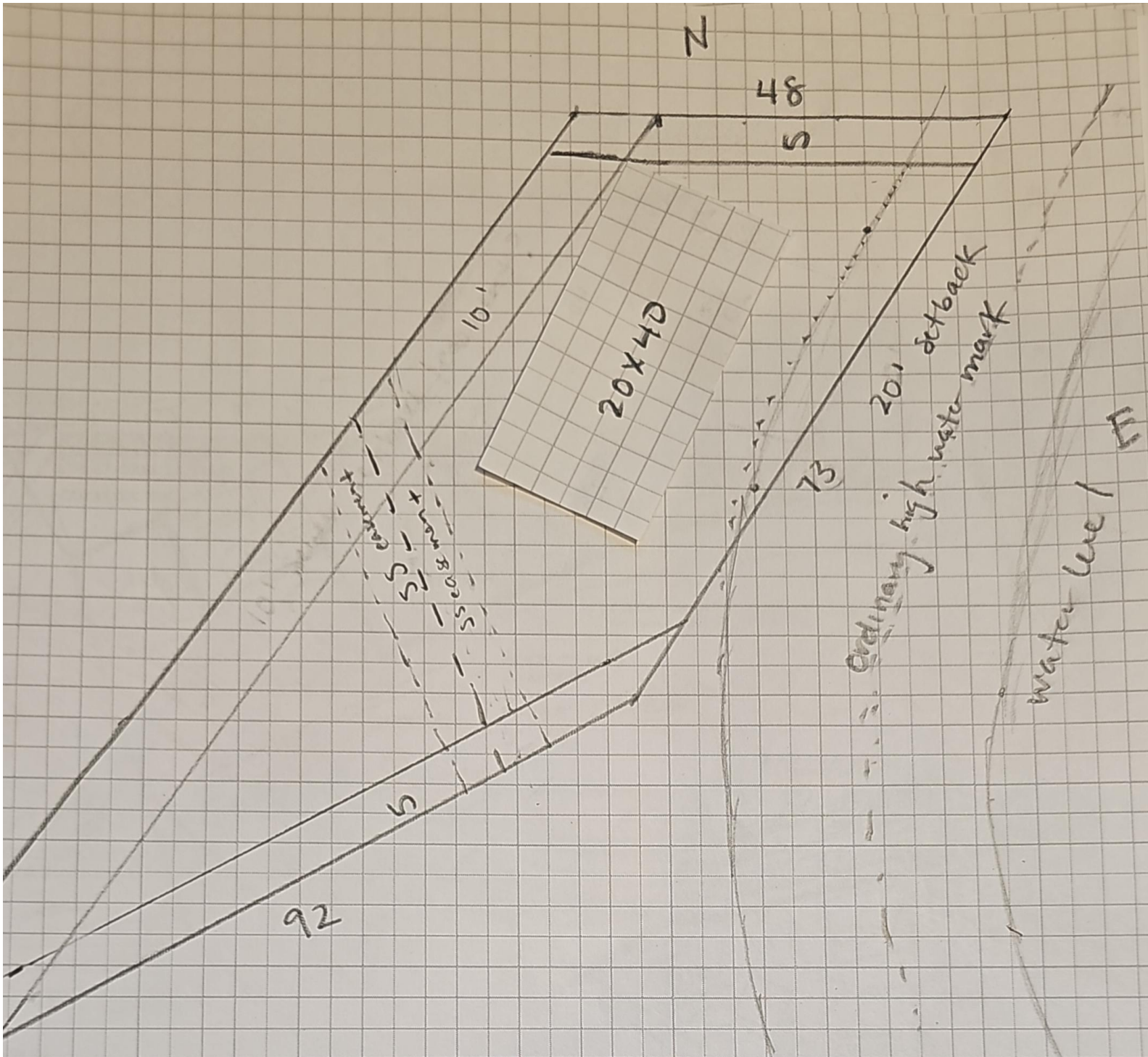
I hope to have this project started and completed within 5 years. Hopefully sooner than later but we are watching the interest rates now and would like a little bit of the time buffer to get this project done.

I have enclosed my \$250 application fee with this letter. Thank you for your time and consideration on this letter of interest on this property. I hope we can work towards one small affordable housing project at a time.

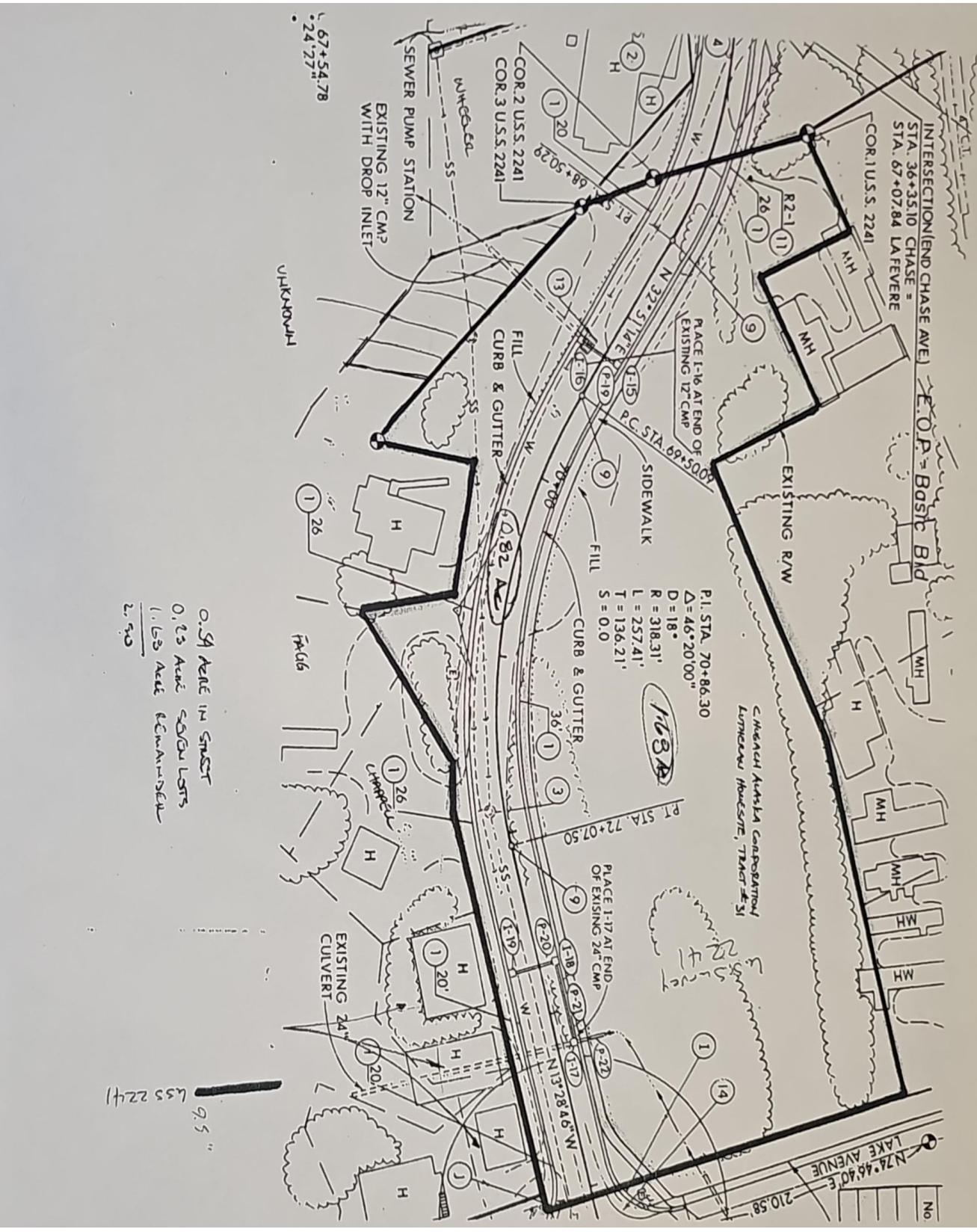
Thank you, Diana Riedel











INTERSECTION/END CHASE AVE.  
 STA. 36+35.10 CHASE =  
 STA. 67+07.84 LAFEVERE

E.O.P. = Bost Bld

N 78° 46' 40" E  
 LAKE AVENUE

67+54.78  
 24+27

SEWER PUMP STATION  
 EXISTING 12" CMP  
 WITH DROP INLET

COR. 2 U.S.S. 2241  
 COR. 3 U.S.S. 2241

COR. 1 U.S.S. 2241

PLACE 1-16 AT END OF  
 EXISTING 12" CMP

SIDEWALK

FILL

P.I. STA. 70+86.30  
 $\Delta = 46^{\circ} 20' 00''$   
 $D = 18'$   
 $R = 318.31'$   
 $L = 257.41'$   
 $T = 136.21'$   
 $S = 0.0$

168A

C. MERRILL ARCHITECTS CORPORATION  
 LYNNWOOD HOUSESITE, TRACT # 51

P.I. STA. 72+07.50

PLACE 1-17 AT END  
 OF EXISTING 24" CMP

EXISTING 24" CULVERT

0.94 Acre in Street  
 0.23 Acre Side Lots  
 1.15 Acre E. of Avenue  
 2.750

9.5"  
 155 2241



**AGENDA ITEM # 10c**  
**Planning Commission Meeting Date: 4/9/24**

**PLANNING COMMISSION COMMUNICATION FORM**

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**FROM:** Kevin Johnson, City Planner  
**DATE:** 4/2/24  
**ITEM:** Land Disposal – Review of Proposal for Portion of Lot 1, Block 7A, Tidewater Development Park  
**NEXT STEP:** Review and Recommendation of received proposal

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INFORMATION  
 MOTION  
 RESOLUTION

---

**I. REQUEST OR ISSUE:**

Requested Actions: Review proposals and give a recommendation to City Council  
Legal Description: A portion of Lot 1, Block 7A, Tidewater Development Park  
Area: Approximately 600 Sq. Ft.  
Zoning: Unzoned  
Attachments: Proposal Packet (The packet distributed to potential proposers)  
Proposal from The Jump (Stephanie Rusinski)

The request for proposals for this property began January 31<sup>st</sup> and ended March 1<sup>st</sup> at 4:30 PM. The city received one proposal for the property. Attached is the full proposal packet as published for the public, and the received proposal.

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:**

Staff has provided the following motion for the Planning Commission to consider to open the agenda item for discussion:

“I move to recommend City Council approve the proposal from The Jump to lease a portion of Lot 1, Block 7A, Tidewater Development Park.”

Alternate motion:

“I move to recommend the City Council does not dispose of the requested portion of Lot 1, Block 7A, Tidewater Development Park”

**III. FISCAL IMPACTS:**

Leasing the space would bring in revenue for the city from lease payments and sales tax associated with the business leasing the space.

**IV. BACKGROUND INFORMATION:**

A letter of interest to lease the space on a year-round long term basis was received from The Jump in September of 2023. The applicant was interested in keeping their business on the lot year-round instead of moving it each winter. This would allow them to both operate during the winter months as well as save on wear and tear on the building from moving it on and off the lot each season.

The Planning Commission reviewed the letter of interest at their 10/10/23 meeting. At that meeting the Commission passed a motion recommending that the City Council directly negotiate an agreement with The Jump to lease a portion of the property.

The City Council, at their 10/25/24 meeting, reviewed the letter of interest and Planning Commission’s recommendation. At that meeting the Council passed a motion directing staff to prepare and publish a Request for Proposals (RFP) to determine if there is any other interest from the public in either purchasing or leasing all or a portion of the lot.

Staff published the attached RFP packet on January 31<sup>st</sup> and an end date of March 1<sup>st</sup>. One proposal was received and has been attached for the commissions review and recommendation. The received proposal is to lease 600 square feet (20’ X 30’) for The Jump to remain in its current location and operate year-round.

A scoring rubric is included in the RFP packet. This scoring rubric is to help guide the commissions discussion and recommendation. The rubric is just a guide, and the highest scoring proposal does not automatically make it the top proposal. If the commission feels that there are factors of a proposal that are not adequately represented by the rubric, they can site those reasons in their decision for the recommendation forwarded to the City Council.

**VI. LEGAL ISSUES:**

Legal review of a lease would be required prior to the council acting on the lease.

**VII. SUMMARY AND ALTERNATIVES:**

The Planning Commission may make a motion to recommend or not recommend a multi-year lease.



**LD-RFP-24-02 SEALED PROPOSAL FORM**

**All proposals must be received by the Planning Department by Friday, March 1<sup>st</sup>, 2024 at 4:30 PM.**

Property: Lot 1, Block 7A, Tidewater Development Park. See attached map.

Name of Proposer: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

The available area available for purchase or lease is approximately 35,000 square feet. This area is made up of a roughly a 20,000 square foot pad area and 15,000 square feet of riprap extending from the pad down to the mean high tide line. See attachment C for more detail. Prior to sale of the property a replat will be required to adjust property lines to align with the Mean High-Water line.

The fair market value for Lot 1, Block 7A, Tidewater Development Park is **\$300,000.00** for the pad area and down to the mean hightide line, and will be the **minimum** price that will be accepted for the property if the proposal requests to purchase the property.

If a proposal is submitted to lease only a portion of the lot for a non-permanent use such as food trucks, coffee stand, non-food vendors, or other similar uses, the minimum cost will be \$1.00 per square foot of requested space.

If the successful proposal amount is greater than the minimum price, the amount in the proposal shall be the amount paid for the property.

Proposals shall include a deposit of **\$1,000.00**. In the event that a proposal is not awarded the opportunity to purchase the property, the City will reimburse the deposit to the proposer, otherwise deposit will be credited to costs associated with the contract preparation. **Nonpermanent use proposals shall submit a deposit of \$500.00.**

The attached **Lease with Option to Purchase** is a template for the agreement that will be negotiated with the proposal that is awarded the property. The terms and conditions of this template are subject to change as the City sees fit during the negotiation process with the chosen proposer.

The property is currently unzoned. Based on the chosen proposal a rezone to align the property with an appropriate zoning district, and or a conditional use permit will be required to be approved in conjunction with a building permit.

**Proposed Price \$** \_\_\_\_\_

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.

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

1. Describe the development you are 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?

\*The site is not served by water or sewer. Proposals for nonpermanent uses / structures must include a detailed plan on how they will address their water needs and disposal of wastewater. The site does have one electrical service connection. Expansion of this service will be the proposer’s responsibility if necessary.

**Included for your convenience:**

- Attachment A:** Criteria used when evaluating each submitted proposal.
- Attachment B:** A location map showing the subject property.
- Attachment C:** The property parcel with measurements.
- Attachment D:** Sample Lease with Option to Purchase Agreement

**Please mail proposals to:**     **City of Cordova**  
  **Attn: Breakwater Fill Lot Proposal**  
  **P.O. Box 1210**  
  **Cordova, Alaska, 99574**

**Or email proposals to [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net) and [planning@cityofcordova.net](mailto:planning@cityofcordova.net). The email subject line shall be “Proposal for Lot 1, Block 7A,” and the proposal shall be attached to the email as a PDF file.**

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

For questions or more information about the land disposal process, contact the City Planning Department at 424-6220, [planning@cityofcordova.net](mailto:planning@cityofcordova.net), or stop by in person.

**Proposals received after Friday, March 1<sup>st</sup>, 2024 at 4:30 PM will not be considered.**

## ATTACHMENT A

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.

**A proposals score is not the final determination on if it will be chosen. City Council has ultimate discretion and may select the proposal they determine best based on their own determination. The Council may also reject any and all proposals based on their own determination.**

### Final Land Disposal Evaluation Criteria

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

**ATTACHMENT B**



**Subject Property**

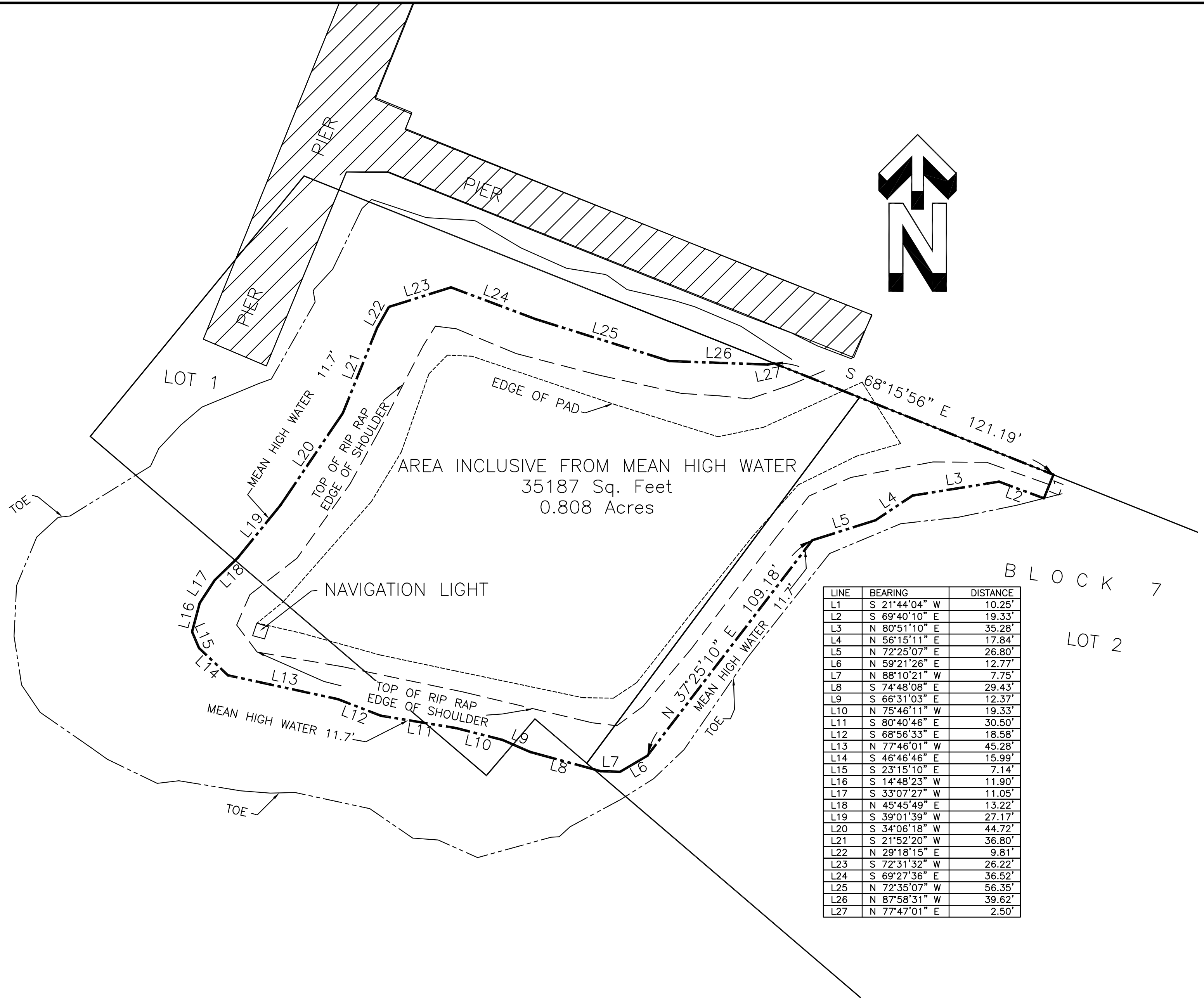
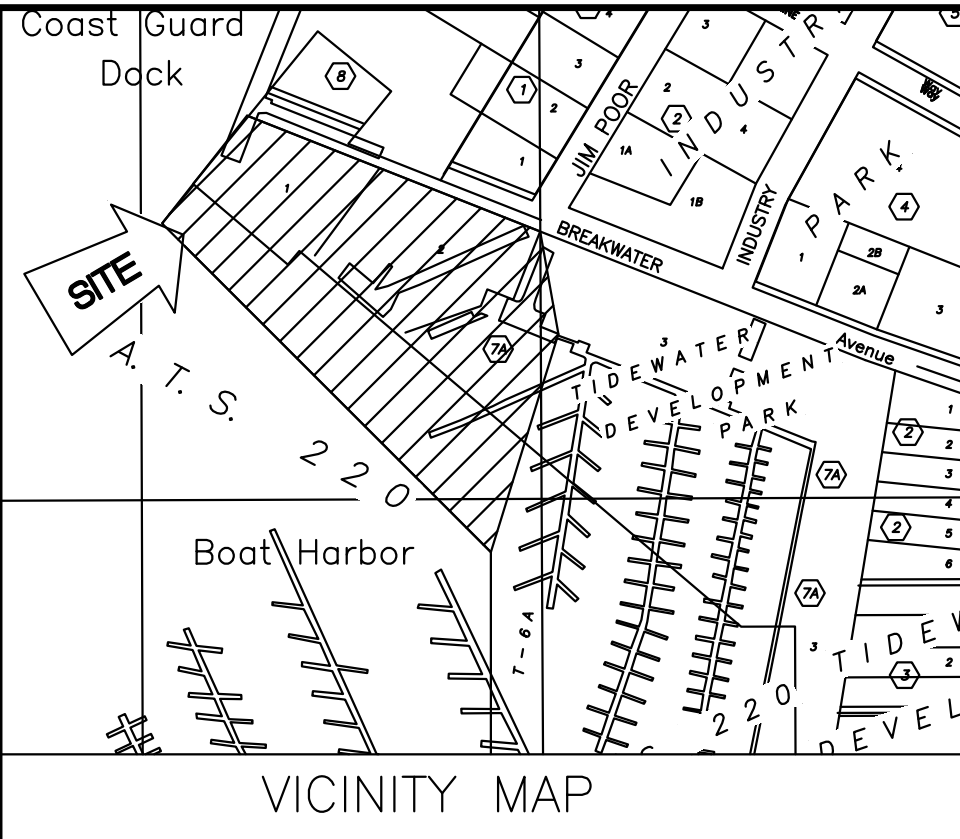
Text

JIM POOR AVENUE

MARINE WAY

INDUSTRY WAY

BREAKWATER AVENUE



LINE	BEARING	DISTANCE
L1	S 21°44'04" W	10.25'
L2	S 69°40'10" E	19.33'
L3	N 80°51'10" E	35.28'
L4	N 56°15'11" E	17.84'
L5	N 72°25'07" E	26.80'
L6	N 59°21'26" E	12.77'
L7	N 88°10'21" W	7.75'
L8	S 74°48'08" E	29.43'
L9	S 66°31'03" E	12.37'
L10	N 75°46'11" W	19.33'
L11	S 80°40'46" E	30.50'
L12	S 68°56'33" E	18.58'
L13	N 77°46'01" W	45.28'
L14	S 46°46'46" E	15.99'
L15	S 23°15'10" E	7.14'
L16	S 14°48'23" W	11.90'
L17	S 33°07'27" W	11.05'
L18	N 45°45'49" E	13.22'
L19	S 39°01'39" W	27.17'
L20	S 34°06'18" W	44.72'
L21	S 21°52'20" W	36.80'
L22	N 29°18'15" E	9.81'
L23	S 72°31'32" W	26.22'
L24	S 69°27'36" E	36.52'
L25	N 72°35'07" W	56.35'
L26	N 87°58'31" W	39.62'
L27	N 77°47'01" E	2.50'

BASIS OF BEARING—NAD 83

VERTICAL CONTROL—  
 IS MEAN LOWER LOW WATER DATUM, IN U.S. SURVEY FEET  
 (MLLW=0.00')  
 HOLDING TIDAL BENCH MARK "NO 13 1970" AS 21.53' AND  
 NOAA/NOS TIDAL BENCH MARK "4050 H 1982 AS 30.33'.  
 TIDAL DATUM IS BASED ON THE 1983-2001 TIDAL EPOCH  
 FROM NOAA/NOS TIDAL MARK LIST "9454050 CORDOVA, ORCA  
 INLET, PRINCE WILLIAM SOUND ALASKA" PUBLISHED  
 05/16/2003.  
 CALCULATION FOR MEAN HIGH WATER WERE BASED ON THE  
 RECORDED MEAN RANGE OF 10.2 AND MEAN TIDE LEVEL OF  
 6.6'. USING THE STATE OF ALASKA D.N.R. FORMULA THE  
 MEAN HIGH WATER MAR IS 11.7'.

- NOTES:
1. SUBJECT TO ALL CONDITIONS, SERVITUDE'S, EASEMENTS, COVENANTS, RESERVATION, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
  2. SUBJECT TO ALL COPY RIGHT LAWS.



**PROPOSED LOT  
 at MEAN HIGH WATER**

CORDOVA ALASKA

DRAWN BY <b>MSTD</b>	DATE <b>2-17-15</b>	CORDOVA RECORDING DISTRICT PROJECT NO.
SCALE <b>1"=30'</b>	SHEET <b>1 of 1</b>	

PREPARED FOR:  
**CITY OF CORDOVA**

ST. DENNY SURVEYING INC. **36**  
 P.O. BOX 388, KODIAK, ALASKA 99615 (907) 481-3500

# ATTACHMENT D

The following is an example of possible lease terms. Final lease terms will be negotiated after a proposal is selected by the City Council. Lease will be modified as necessary to reflect a lease only option for proposals for nonpermanent uses. Final lease terms must be approved by the City Council who has the ultimate discretion to approve or deny the lease as a whole or to add, remove, or modify any terms as they see fit.

## CITY OF CORDOVA Cordova, Alaska

### LEASE WITH OPTION TO PURCHASE

This LEASE WITH OPTION TO PURCHASE ("Lease") is made by and between the CITY OF CORDOVA, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and XXXXXXX., an Alaska corporation ("Lessee").

### RECITALS

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

WHEREAS, Lessee desires to lease the Property from the City (the "Premises") from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth herein;

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

#### 1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City leases to Lessee, and Lessee 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 (XX) years, commencing on \_\_\_\_\_, 20XX, (the "Commencement Date") and terminating at 11:59 p.m. on \_\_\_\_\_, 20XX, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

#### 3. RENT

A. Base Rent. The annual rent for the first five years of the Lease Term will be XXXX Hundred Dollars and nine cents (\$XXXX) or XXX Dollars (\$XXX) 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 22.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 will 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 8 and all other sums, costs, expenses, taxes, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (collectively the “Additional Charges”).

Without limiting in any way Lessee’s payment obligations, the City will 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 they have become due and payable, and that remain unpaid after reasonable written notice to Lessee. The amount paid by the City, plus the City’s expenses, shall be Additional Charges 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 Fee. 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; the charge shall be considered liquidated damages and shall be due and payable as Additional Charges. 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 fifth 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, except the first Base Rent adjustment, which will occur on the fifth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from the commencement date of this lease to the then-current 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. Subject to the terms and conditions of this Lease, Lessee’s use of the Premises is limited to constructing and maintaining the project detailed in the site development plan, and using the constructed buildings and structures

as well as the undeveloped land XXXXXXXXXXXX. The Lessee shall give prior written notice to the City of any proposed changes to the site plan that are in furtherance of its authorized uses, and such changes are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time 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 work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect 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

B. 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 cause or permit any Hazardous Material (as defined in Section 10.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.

C. 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 or the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, are suitable or usable for 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..

## **5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION**

A. Development Plan. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed



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

B. Substantial Completion. Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by \_\_\_\_\_, 20XX, which is Five (5) years after the Lease's Commencement Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), whose footprint is outlined in the site development plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Lessee has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Lessee fails to substantially complete the construction of the project set forth in the site development plan by \_\_\_\_\_, 20XX, Lessee will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 13.

## **6. 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 that 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.

## **7. 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 may be withheld in the City's absolute discretion..

## **8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES, & ASSESSMENTS**

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (i) maintaining and repairing the Premises and shall not commit or allow any waste upon the Premises; (ii) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (iii) all utilities and services needed for Lessee's use of the Premises; (iv) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments when due, including, but not limited to, all utility bills and special assessments levied and unpaid as of the Commencement Date or hereafter levied for public improvements; (v) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (vi) all real property taxes, personal property taxes, and sales taxes related to the Premises or Lessee's use or occupancy thereof; and (vii) any taxes on the leasehold interest created under this Lease.

## 9. 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 Cordova Municipal Code 5.40.125, or property tax liens under Cordova Municipal Code 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.

## 10. 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, attorneys' 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 attorneys' 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, 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 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, sub-lessees, invitees (other than the City), 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 law or regulation.

## **11. 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 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 11, except where noted above.

## **12. OWNERSHIP AND REMOVAL OF THE FACILITIES**

Unless Lessee exercises its Option (defined in Section 21) (in which case all improvements made by Lessee shall continue to be owned by Lessee), the facilities on the Premises are and shall remain the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the option of the City, title to and ownership of the facilities shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its option, and without cost or charge to the City. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

But upon expiration or earlier termination of this Lease, Lessee shall remove from the Premises, at Lessee's sole expense, all of the facilities or the portion thereof that the City designates must be removed. In such event, Lessee shall repair any damage to the Premises caused by the removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All facilities which are 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 Lease Term will remain Lessee's property and upon expiration or earlier termination of this Lease, Lessee must remove these items and all contaminated soil and other material from the Premises, at Lessee's sole expense.

## **13. DEFAULT AND REMEDIES**

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 Base Rent, Additional Charges, or of any other sum herein specified to be paid by the Lessee if such failure is not cured within ten (10) days after written notice has been given to 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 tax if such failure is not cured within thirty (30) days after written notice has been given to Lessee;

iii. Lessee's failure to substantially complete the site development plan, as required by Section 5;

iv. 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;

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

vi. The abandonment or vacation of the Premises continues for a period of three (3) months of any consecutive four (4) month period during the Lease Term; notwithstanding the foregoing, leaving the Premises vacant pending development of improvements shall not be deemed abandonment;

vii. Execution, levy, or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

viii. 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 if such breach or violation continues for a period of thirty (30) days or longer; or

ix. 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 is not cured within thirty (30) days after written notice has been given to Lessee, or if the default is of a nature that it cannot be cured within thirty (30) days, then a cure is commenced within thirty (30) days and diligently prosecuted until completion, weather and *force majeure* permitting. 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 elects so 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 with process of law and without a breach of the peace 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 attorneys' fees and all other expenses incurred by the City by reason of the default or breach by Lessee, less any rents received in mitigation of Tenant's default (but City is not under any duty to relet Premises);

v. Recover an amount to be due immediately upon breach equal to the sum of all Base 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; or

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

#### **14. SUBSIDENCE**

The City shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Premises or for any injury caused thereby to Lessee's, any sub-lessee's, or any other person's property. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of a washout, subsidence, avulsion, settling, or reliction.

#### **15. 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, 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 these expenses.

## **16. RESERVATION OF RIGHTS**

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensating 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, and provided further that the City's designation will not unreasonably interfere with Lessee's improvements or use of the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

## **17. 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.

## **18. HOLDING OVER**

If Lessee, with the City's written consent, remains in possession of the Premises after the expiration or termination of the Lease 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 Base Rent applicable immediately prior to such expiration or termination, subject to adjustment in accordance with Cordova Municipal Code 5.22.090.C, or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease, except those pertaining to term, rent, and purchase option, 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.

## **19. 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; and

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.

## **20. COSTS**

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.

## **21. BUYER'S OPTION TO PURCHASE**

A. Option. The City hereby grants to Lessee an option (the "Option") to purchase the Premises upon the terms and conditions stated in this Lease.

B. Option Period. The Option will commence upon the Commencement Date of this Lease and terminate the date the Lease terminates (the "Option Period"). If Lessee fails to exercise the Option during the Option Period, neither party shall have any further rights or claims against the other party by reason of the Option.

C. Exercise of Option. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 22.E, at least sixty (60) days prior to the date Lessee intends to exercise the Option.

D. Conditions to Exercise Option. Lessee can only exercise the Option if all of the following conditions are satisfied: (i) no default exists or is continuing under this Lease and (ii) the building as described in the site development plan attached as Exhibit B. is substantially completed as defined in section 5 B.

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$XXXXX ("Purchase Price") until the fifth anniversary of the Commencement Date. If Lessee exercises its Option to purchase the Premises after the tenth anniversary of the Commencement Date, the Purchase Price will be adjusted to the current fair market value, as reasonably determined by the City, excluding all improvements completed by



Lessee under this Lease. In the event that Lessee exercises the Option on or before \_\_\_\_\_, 20XX, payment due at Closing to the City (“Closing Payment”) will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the City under this Lease. In the event that Lessee exercises the Option after \_\_\_\_\_, 20XX, the Closing Payment will equal the Purchase Price, and the Closing Payment will not be reduced by any Base Rent payments paid by Lessee to the City under this Lease.

F. Closing Date. The Closing must occur on a date (the “Closing Date”) mutually agreed upon by the parties, but must be within sixty (60) days after the exercise of the Option.

G. Closing. At Closing, the City shall deliver a quitclaim deed, subject to matters of record, including those matters that have arisen out of Lessee’s use and occupancy of the Premises, in recordable form, transferring marketable title (subject to Lessee’s reasonable approval) and Lessee shall execute and deliver to the City the Closing Payment in full, in immediately available funds. This Lease will terminate upon the Closing of Lessee’s purchase of the Premises. All costs and fees (including attorneys’ fees) associated with the negotiation, drafting, preparation, and enforcement of a purchase and sale agreement and related documents, the closing of the transaction, and the termination of the leasehold interest in the Premises, including, but not limited to, environmental assessments, appraisal fees, escrow fees, recording fees, and title insurance, will be paid by Lessee.

H. Cooperation for Consummating the Option. If Lessee exercises the Option, the City and Lessee each covenant and agree to sign, execute, and deliver, or cause to be signed, executed, and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, confirmatory, or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the Option.

I. City’s Right of First Refusal. In the event Lessee exercises its Option and subsequently determines to sell or otherwise dispose of the Premises, the City shall have a continuous and exclusive right of first refusal to purchase the Premises. The parties must either include notice of the City’s right of first refusal in the deed transferring the Premises to the Lessee, or execute a separate document acceptable to the City and in a recordable form ensuring the City’s right of first refusal hereunder. The document must be recorded contemporaneously with the recording of the deed. The City’s right of first refusal to purchase the Premises contains the following terms and conditions:

i. Lessee may accept an offer for the sale or other disposition of the Premises only if it is made subject to the City’s right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the “Purchase Offer”), Lessee will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section 22.E. The City will then have sixty (60) days to either agree to purchase the Premises on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal.

The City shall give written notice of its decision to exercise or decline to exercise its right of first refusal to Lessee at the address set forth in Section 22.E no later than sixty (60) days after being presented with a copy of the Purchase Offer.

ii. If the City declines to exercise its right of first refusal, Lessee may then sell or otherwise dispose of the Premises to the third party on the same terms and conditions set forth in the Purchase Offer. If the sale or other disposition is completed on the same terms and conditions set forth in the Purchase Offer, then any interest of the City in and to the Premises shall cease and be of no further force and effect and the City shall provide in recordable form a release of its right of first refusal at the closing of the sale to the third party. If the sale or other disposition is not completed on the terms and conditions in the Purchase Offer, then the City will continue to have its exclusive right of first refusal under the procedures outlined above in this Section, before Lessee may convey or transfer its interest in the Premises to a third party.

## **22. MISCELLANEOUS**

A. Time Is of the Essence. Time is of the essence for 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 Cordova Municipal 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, partnership, 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:

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

TO LESSEE:

XXXXX  
P.O. Box XXXX  
Cordova, Alaska 99574

or to such other address as either party hereto may 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. 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 ten (10) days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease has not been amended and is in full force and effect (or, if there has been an amendment, that the same is in full force and effect as amended and stating the amendments); there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates up to which the Base Rent and Additional 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. Exhibits A and B to this Lease are specifically incorporated into the 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, 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. Attorneys' Fees. In the event that any suit or action is brought to enforce this Lease or any term or provision hereof, the parties agree that the prevailing party shall recover all attorneys' fees, costs, and expenses incurred in connection with such suit or action to the maximum extent allowed by law.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the Commencement Date.

**CITY:** **CITY OF CORDOVA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSEE:** **XXXX**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**Exhibit A**  
**Legal Description**

**Exhibit B**  
**Development Plan**

DRAFT

# CITY OF CORDOVA



## LD-RFP-24-02 SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by **Friday, March 1<sup>st</sup>, 2024 at 4:30 PM.**

Property: Lot 1, Block 7A, Tidewater Development Park. See attached map.

Name of Proposer: Stephanie Rusinski

Name of Organization: The Jump

Address: PO Box 1345  
Cordova, AK  
99574

Phone #: (907) 831-6246

Email: SRusinski@gmail

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

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

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

The available area available for purchase or lease is approximately 35,000 square feet. This area is made up of a roughly a 20,000 square foot pad area and 15,000 square feet of riprap extending from the pad down to the mean high tide line. See attachment C for more detail. Prior to sale of the property a replat will be required to adjust property lines to align with the Mean High-Water line.

The fair market value for Lot 1, Block 7A, Tidewater Development Park is **\$300,000.00** for the pad area and down to the mean hightide line, and will be the **minimum** price that will be accepted for the property if the proposal requests to purchase the property.

If a proposal is submitted to lease only a portion of the lot for a non-permanent use such as food trucks, coffee stand, non-food vendors, or other similar uses, the minimum cost will be \$1.00 per square foot of requested space.

If the successful proposal amount is greater than the minimum price, the amount in the proposal shall be the amount paid for the property.

Proposals shall include a deposit of **\$1,000.00**. In the event that a proposal is not awarded the opportunity to purchase the property, the City will reimburse the deposit to the proposer, otherwise deposit will be credited to costs associated with the contract preparation. **Nonpermanent use proposals shall submit a deposit of \$500.00.**

The attached **Lease with Option to Purchase** is a template for the agreement that will be negotiated with the proposal that is awarded the property. The terms and conditions of this template are subject to change as the City sees fit during the negotiation process with the chosen proposer.

The property is currently unzoned. Based on the chosen proposal a rezone to align the property with an appropriate zoning district, and or a conditional use permit will be required to be approved in conjunction with a building permit.

Proposed Price \$ 0

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.

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

1. Describe the development you are 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?

\*The site is not served by water or sewer. Proposals for nonpermanent uses / structures must include a detailed plan on how they will address their water needs and disposal of wastewater. The site does have one electrical service connection. Expansion of this service will be the proposer's responsibility if necessary.

**Included for your convenience:**

**Attachment A:** Criteria used when evaluating each submitted proposal.

**Attachment B:** A location map showing the subject property.

**Attachment C:** The property parcel with measurements.

**Attachment D:** Sample Lease with Option to Purchase Agreement

**Please mail proposals to:** City of Cordova  
Attn: Breakwater Fill Lot Proposal  
P.O. Box 1210  
Cordova, Alaska, 99574

**Or email proposals to [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net) and [planning@cityofcordova.net](mailto:planning@cityofcordova.net).** The email subject line shall be "Proposal for Lot 1, Block 7A," and the proposal shall be attached to the email as a PDF file.

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

For questions or more information about the land disposal process, contact the City Planning Department at 424-6220, [planning@cityofcordova.net](mailto:planning@cityofcordova.net), or stop by in person.

**Proposals received after Friday, March 1<sup>st</sup>, 2024 at 4:30 PM will not be considered.**

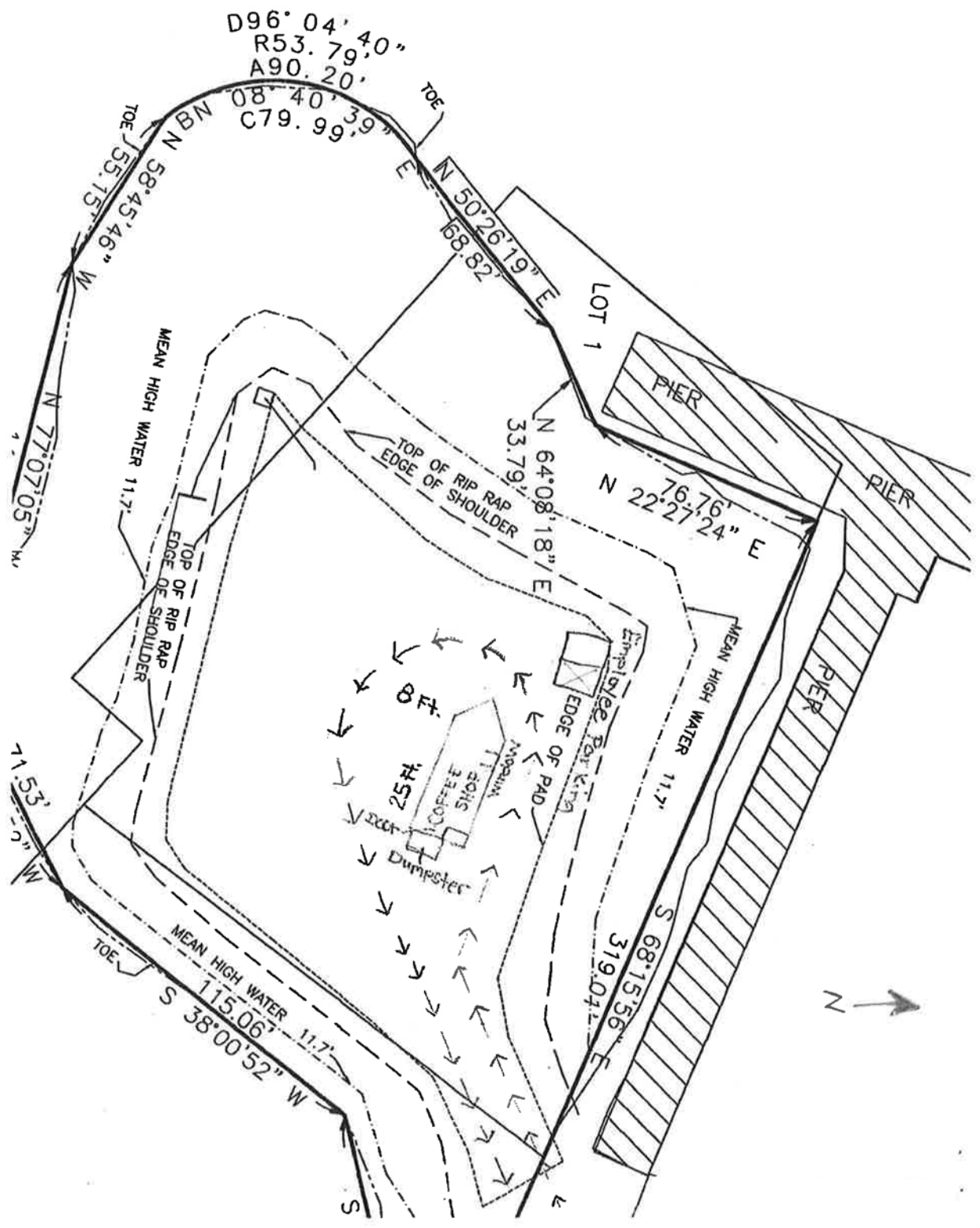
Dear City of Cordova,

My name is Stephanie Rusinski, owner/operator of The Jump Espresso & More. I have the privilege of operating my seasonal coffee shop on the breakwater city lot, 6 months out of the year. I'm writing a proposal in regards of renting the city lot for a long term lease. Along with being able to operate in the winter seasons as well. We just finished up our 7th season of operation. Each year we have the building moved off the city lot. Moving the building twice each year, I am concerned about the damage its causing the structure. It's also hard on the equipment we use to generate revenue. We would like to keep the building on the lot through the winter and be a business in Cordova that operates year round. Bringing in year round tax revenue along with the joy it would bring many people of Cordova, please consider.

Thank you for your time  
Best regards ~  
Stephanie Rusinski







On Tue, Oct 3, 2023 at 1:55 PM Kevin Johnson <[planning@cityofcordova.net](mailto:planning@cityofcordova.net)> wrote:

Hey Stephanie,

I have a couple follow up questions about your plans for The Jump to be ran year-round.

1. With your business not being connected to the water / sewer system you have exterior tanks for your fresh and grey water, how will you handle these systems once the temperature drops below freezing?
2. As I am sure you know, there are extreme north winds that rip through that area and other businesses have had structural failures due to these winds. What do you plan to do to make your structure more permanent since it will be there year-round? How will you protect the building from moving or blowing away/over due to the north winds?

Please get your responses back to me ASAP as I will need this information at the Planning Commission next Tuesday.

Thanks,

Kevin Johnson

City Planner

City of Cordova

907-424-6220



**From:** stephanie rusinski <[thejump76@gmail.com](mailto:thejump76@gmail.com)>

**Sent:** Tuesday, October 3, 2023 1:23 PM

**To:** Kevin Johnson <[planning@cityofcordova.net](mailto:planning@cityofcordova.net)>

**Subject:** Re: Long Term Lease for Breakwater Lot

Good questions.

That little shack is jammed packed with heavy equipment. We have been through many wind storms, once a 100 mph wind storm that sent a tied up boat out of the harbor and flipped it on to spike island.

Our shack remained in perfect condition. I strongly believe it will be safe. We also carry full covered insurance.

As far as freezing temperatures.

I've been observing the winters for the last 7 years. Those temperatures are always questionable but don't really seem to be in effect all of the time, usually only fluctuating through December, January or February.

But also rains a lot.

As of now we plan to operate when it's not freezing and will visit that issue when it approaches. Figuring out how to insulate our fresh water tank we use in the back of our truck.

The grey water I'm not worried about. It's inside our insulated shop that will have a heater along with the hot oven and coffee machine that produce very hot temperatures. If we can't empty our tank we will just wait for the days everything thaws and not be open. We have money saved for the months of rent owed to the city even if we are not up and running you will still be paid the expenses owed. But that's worse case scenario.

I strongly believe we will figure out a way.

Looking back at all the winters I have seen mostly a great opportunity to be an operating business.

Definitely not letting the freezing temperatures or wind storms stopping us.

Let me know if there are any other concerns.

Thank you for your time!



**AGENDA ITEM # 10d**  
**Planning Commission Meeting Date: 4/9/24**

**PLANNING COMMISSION COMMUNICATION FORM**

---

**FROM:** Kevin Johnson, City Planner  
**DATE:** 4/2/24  
**ITEM:** Land Disposal – Review of Proposal for Lot 4A, North Fill Development Park Addition No. 2  
**NEXT STEP:** Review and Recommendation of received proposals

---

INFORMATION  
 MOTION  
 RESOLUTION

---

**I. REQUEST OR ISSUE:**

Requested Actions: Review proposals and give a recommendation to City Council  
Legal Description: Lot 4A, North Fill Development Park Addition No. 2  
Area: 8,267 Sq. Ft.  
Zoning: Waterfront Industrial District  
Attachments: Proposal Packet (The packet distributed to potential proposers)  
Proposal from Bayside Storage (Linda & Paul Kelly)  
Proposal from Reubens Reluctant Refrigeration Repair & Service (Reuben Brown)

The request for proposals for this property began January 31<sup>st</sup> and ended March 1<sup>st</sup> at 4:30 PM. The city received two proposal for the property. Attached is the full proposal packet as published for the public, and the received proposals.

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

**II. RECOMMENDED ACTION / NEXT STEP:**

Staff has provided the following motion for the Planning Commission to consider to open the agenda item for discussion:

“I move to recommend City Council approve the proposal from \*(insert preferred proposal)\* to lease or purchase Lot 4A, North Fill Development Park Addition Number 2.”

Choose one of the following to insert for the asterisk above:

- Bayside Storage
- Reubens Reluctant Refrigeration Repair and Service

Alternate motion:

“I move to recommend the City Council does not dispose of Lot 4A, North Fill Development Park Addition Number 2”

**III. FISCAL IMPACTS:**

Sale of the property would add the land to the city’s tax base increasing property tax revenue, there would also be an increase in sales tax revenue from the associated business that would be constructed.

**IV. BACKGROUND INFORMATION:**

A letter of interest to purchase the impound lot was received from Bayside Storage in June of 2023. The applicant was interested in purchasing the property to expand their storage unit business by building a new storage unit building on the lot.

The Planning Commission reviewed the letter of interest at their 8/15/23 meeting. At that meeting the Commission passed a motion recommending that the City Council to dispose of the property by soliciting sealed proposals.

The City Council, at their 9/06/23 meeting, reviewed the letter of interest and Planning Commission’s recommendation. At that meeting the Council passed a motion directing staff to prepare and publish a Request for Proposals (RFP) to determine if there is any other interest from the public in either purchasing or leasing all or a portion of the lot.

Staff published the attached RFP packet on January 31<sup>st</sup> with an end date of March 1<sup>st</sup>. two proposals were received and have been attached for the commissions review and recommendation.

A scoring rubric is included in the RFP packet. This scoring rubric is to help guide the commissions discussion and recommendation. The rubric is just a guide, and the highest scoring proposal does not automatically make it the top proposal. If the commission feels that there are factors of a proposal that are not adequately represented by the rubric, they can site those reasons in their decision for the recommendation forwarded to the City Council.

**VI. LEGAL ISSUES:**

Legal review of a lease / sale agreement would be required prior to the council acting on the lease.

**VII. SUMMARY AND ALTERNATIVES:**

The Planning Commission may make a motion to recommend or not recommend disposal of the property to either applicant.

**LD-RFP-24-01 SEALED PROPOSAL FORM**

All proposals must be received by the Planning Department by **Friday, March 1<sup>st</sup>, 2024 at 4:30 PM.**

Property: Lot 4A, Block 5, North Fill Development Park Addition No. 2. See attached map.

Name of Proposer: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

The fair market value for Lot 4A, Block 5, North Fill Development Park Addition No. 2 is **\$120,000.00** and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, the amount in the proposal shall be the amount paid for the property.

The property fails to meet Cordova Municipal Code (CMC) 18.33.100.A.2. which mandates the minimum lot size in the zoning district. Compliance with CMC 18.33.100.A.2. is not required for the property.

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

The attached **Lease with Option to Purchase** is a template for the agreement that will be negotiated with the proposal that is awarded the property. The terms and conditions of this template are subject to change as the City sees fit during the negotiation process with the chosen proposer.

**Proposed Price \$** \_\_\_\_\_

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 review the attached section of Code for the permitted uses within the **Waterfront Industrial District**.  
**Additional Minimum 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?

**Included for your convenience:**

- Attachment A:** Criteria used when evaluating each submitted proposal.
- Attachment B:** A location map showing the subject property.
- Attachment C:** The property parcel with measurements.
- Attachment D:** Cordova Municipal Code - Waterfront Industrial District
- Attachment E:** Sample Lease with Option to Purchase Agreement

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

**Or email proposals to [citymanager@cityofcordova.net](mailto:citymanager@cityofcordova.net) and [planning@cityofcordova.net](mailto:planning@cityofcordova.net). The email subject line shall be "Proposal for Lot 4A, Block 5," and the proposal shall be attached to the email as a PDF file.**

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

For questions or more information about the land disposal process, contact the City Planning Department at 424-6220, [planning@cityofcordova.net](mailto:planning@cityofcordova.net), or stop by in person.

**Proposals received after Friday, March 1<sup>st</sup>, 2024 at 4:30 PM will not be considered.**

## ATTACHMENT A

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.

**A proposals score is not the final determination on if it will be chosen. City Council has ultimate discretion and may select the proposal they determine best based on their own determination. The Council may also reject any and all proposals based on their own determination.**

### Final Land Disposal Evaluation Criteria

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

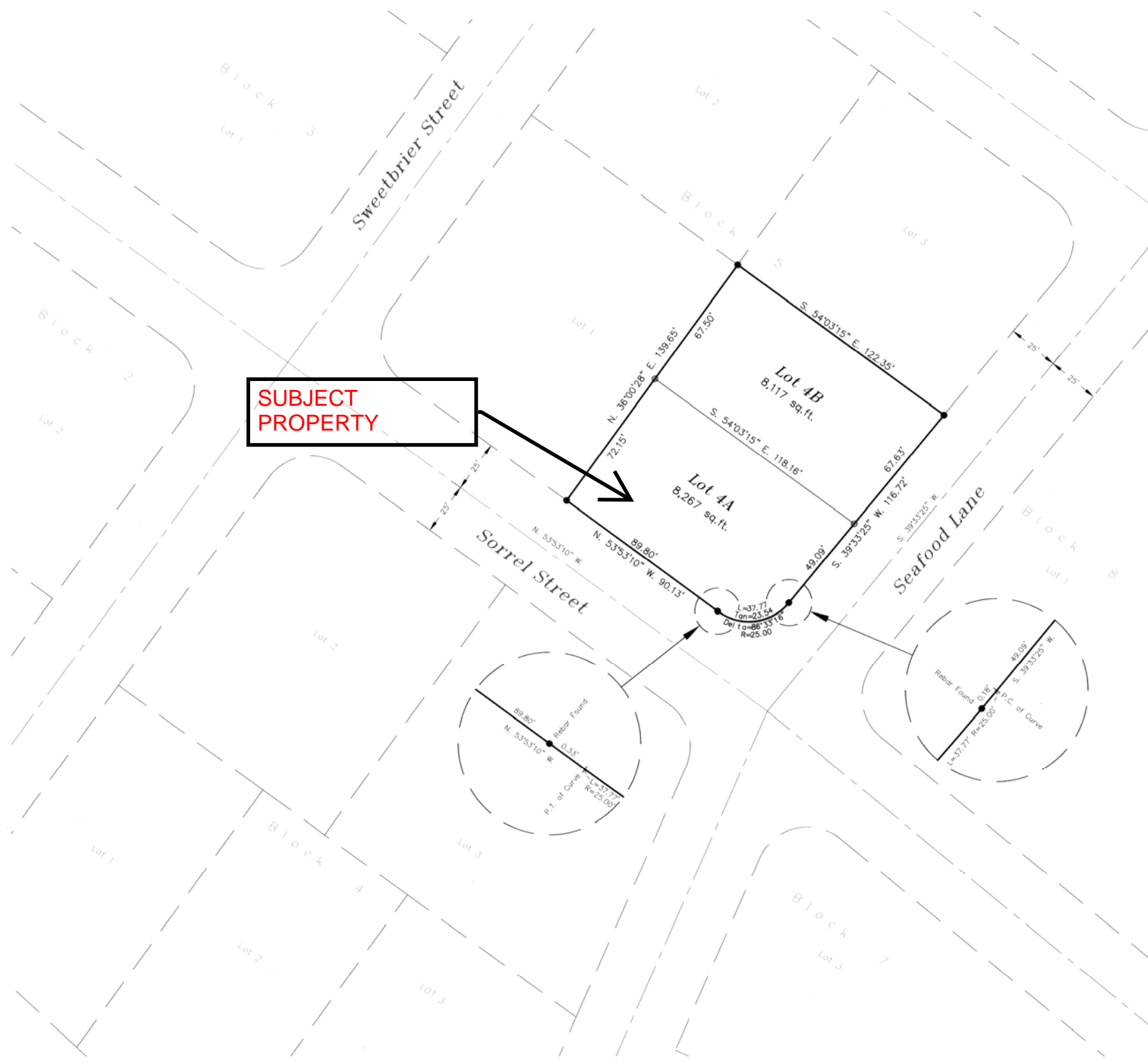
**ATTACHMENT B**



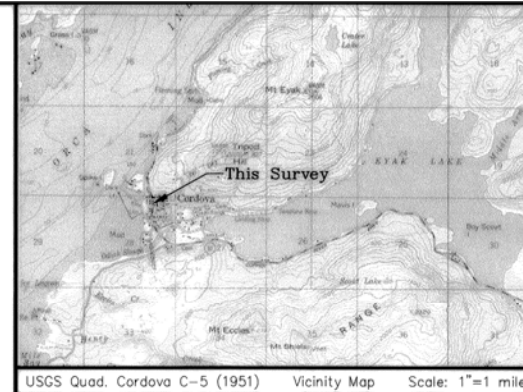
**Subject Property**

**PROPERTY LINES ARE  
DEPICTED REFERENCE  
ONLY.  
  
VERIFICATION OF  
LOCATION OF  
PROPERTY LINES IS  
THE RESPONSIBILITY  
OF THE APPLICANT  
PRIOR TO STARTING  
CONSTRUCTION**

# ATTACHMENT C



SUBJECT PROPERTY



### OWNERSHIP DEDICATION

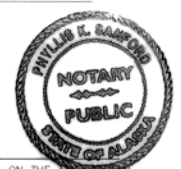
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON. WE HEREBY REQUEST APPROVAL OF THIS PLAT SHOWING SUCH EASEMENTS FOR PUBLIC UTILITIES, ROADWAYS, AND ALLEYS DEDICATED FOR PUBLIC USE.

*AC Hancock* 6/26/01  
City of Cordova DATE

### NOTARY'S ACKNOWLEDGMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 26 DAY OF June 2001, FOR

*Phyllis K. Sanford*  
NOTARY PUBLIC FOR THE STATE OF ALASKA  
 MY COMMISSION EXPIRES 4-7-02



### TAX CERTIFICATIONS

ALL REAL PROPERTY TAXES LEVIED BY THE CITY OF CORDOVA ON THE PROPERTY SHOWN ON THIS PLAT HAVE BEEN PAID THROUGH N/A

*Dixie Humbert* 6-22-01  
ATTY. CITY CLERK DATE

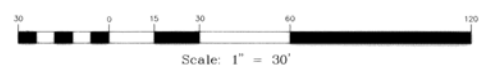
### PLAT APPROVAL

THIS PLAT CONFORMS TO THE REQUIREMENTS OF THE CITY OF CORDOVA PLANNING AND ZONING COMMISSION AND IS HEREBY ACCEPTED AS THE OFFICIAL PLAT, SUBJECT TO ANY AND ALL CONDITIONS AND REQUIREMENTS OF ORDINANCE AND LAW PERTAINING THERETO.

*AC Hancock* 6/26/01  
CITY MANAGER DATE  
*Daniel J. ...* 6-25-01  
CHAIRMAN, PLANNING & ZONING COMMISSION DATE  
*Paul J. ...* 6-22-01  
PLATTING OFFICER DATE

### NOTES

1. THE MINIMUM CLOSURE OF THE TRACT BOUNDARY AND THE MINIMUM ACCURACY OF THE FIELD SURVEYED, EXCEEDS 1:5000.
2. ALL BEARINGS ARE "TRUE" BEARINGS AS ORIENTED TO THE "BASIS OF BEARING".



2001-10  
 RECORDED  FILED   
 CORDOVA Rec. Dist. 20  
 Date 7-16 2001 CC  
 Time 3:29  
 Requested by: CITY OF CORDOVA



6/13/01  
Date

### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST AS DESCRIBED, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

### WASTEWATER DISPOSAL

NO WASTEWATER SYSTEM SHALL BE PERMITTED ON ANY LOT UNLESS SUCH SYSTEMS ARE LOCATED, CONSTRUCTED AND EQUIPPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (ADEC). CONSTRUCTION PLANS MUST BE SUBMITTED AND APPROVED BY (ADEC) PRIOR TO CONSTRUCTION OF ANY PORTION OF A SEWAGE DISPOSAL SYSTEM. ADDITIONAL SOILS INFORMATION MAY BE NECESSARY. PERMITS FROM OTHER AGENCIES MAY ALSO BE REQUIRED.

### LEGEND

- 5/8" Rebar Found
- 5/8" Rebar Set with Yellow Plastic Cap



TYPICAL  
 1 1/4" (YELLOW) PLASTIC CAP  
 SET ON 5/8" REBAR

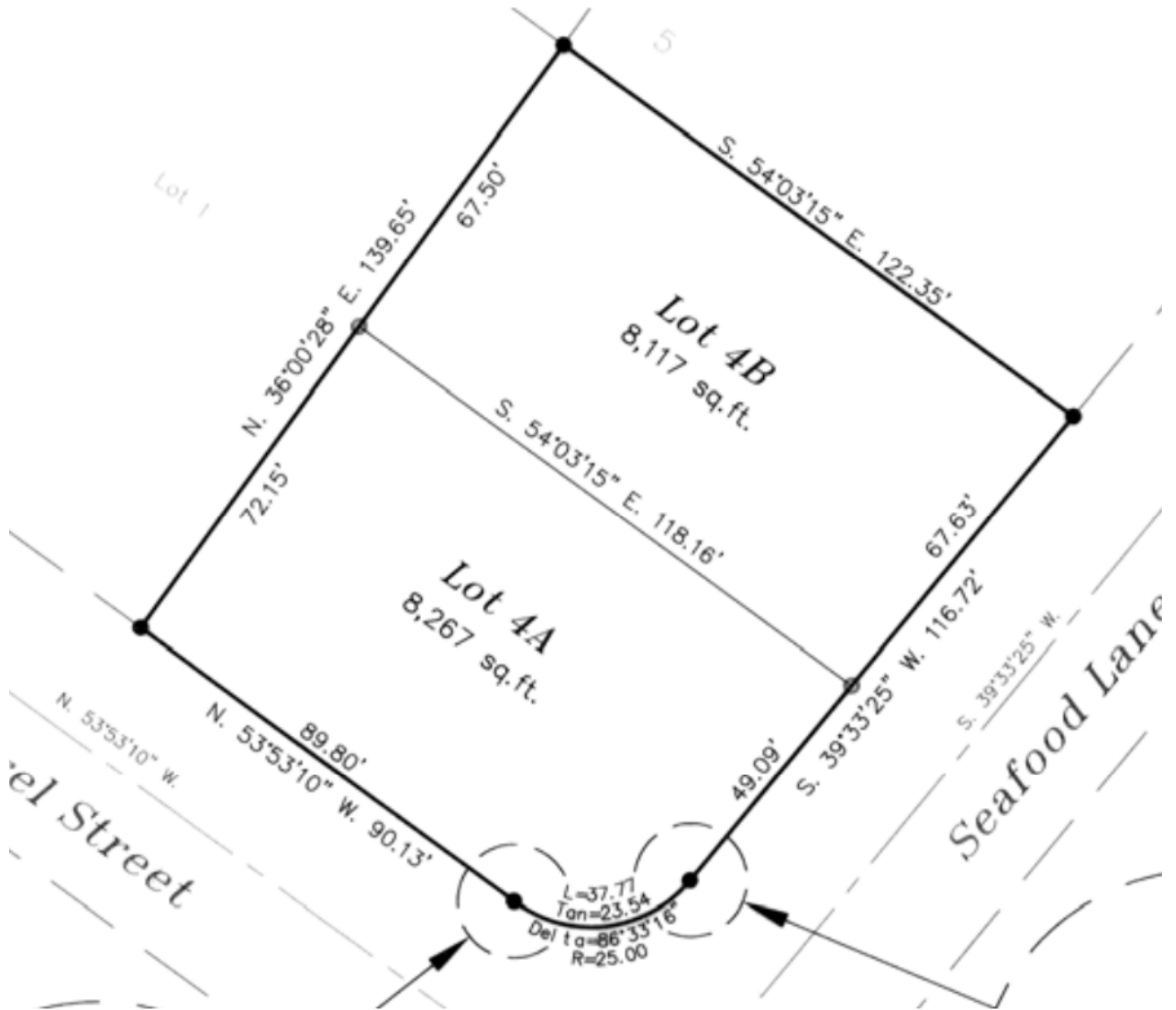
A Plat of  
 North fill Development Park Addition No. 2  
 A Re-Subdivision of  
 North fill Development Park Lot 4 Block 5  
 Plat 86-6  
 Located Within  
 Sec. 28, T.15S., R.3W., Copper River Meridian, Alaska.  
 Containing 2 Lots & ± 16,384 Square Feet

**SENTEC, Inc.**

Surveying • Mapping • Land Planning  
 2102 Cleveland Avenue Anchorage, Alaska 99517  
 Tele: (907) 243-9966 Fax: (907) 243-9967

Drawn: VTD	Scale: 1"= 40'	Date: 5/13/01	Sheet:
Checked: M.J.H.	Dwg: d:\p\1044\1044.dwg	W.O.#: 01-044	1 of 1

ATTACHMENT C



# ATTACHMENT D

Title 18 - ZONING  
Chapter 18.33 WATERFRONT INDUSTRIAL DISTRICT

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## Chapter 18.33 WATERFRONT INDUSTRIAL DISTRICT

### 18.33.010 Purpose.

A. The Waterfront Industrial District is intended to include land with direct access or close proximity to navigable tidal waters within the City. Uses within this district are intended to be marine-dependent or marine-oriented, and primarily those uses which are particularly related to location or commercial enterprises that derive an economic benefit from a waterfront location.

B. The Waterfront Industrial District may also be referred to as the WI District in this Code.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 10, 7-6-2022)

### 18.33.020 Permitted principal uses and structures.

The following are the permitted principal uses and structures in the waterfront industrial district:

- A. Marine sales;
- B. Open wet moorage;
- C. Covered wet moorage;
- D. Passenger staging facility;
- E. Haulout facilities;
- F. Marine construction, repair and dismantling;
- G. Cargo terminal;
- H. Cargo handling and marine-oriented staging area;
- I. Fish and seafood processing;
- J. Warehousing and wholesaling;
- K. Open storage for marine-related facilities;
- L. Fuel storage and sales.

(Ord. 634 (part), 1988).

### 18.33.030 Permitted accessory uses and structures.

A. The following accessory uses and structures are permitted in the WI District:

- 1. Bunkhouses used in conjunction with permitted principal uses;
- 2. Residential dwelling for watch person or caretaker employed on the premises, or owner-operator and members of the owner-operator's family, used in conjunction with permitted principal uses;
- 3. Retail business when use is accessory to a permitted principal use.

---

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 11, 7-6-2022)

### **18.33.040 Conditional uses and structures.**

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

- A. Log storage and rafting;
- B. Timber and mining manufacturing.

(Ord. 634 (part), 1988).

### **18.33.050 Prohibited uses and structures.**

Any use or structure that is not a permitted use, accessory use or conditional use under this chapter is prohibited in the WI District.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 12, 7-6-2022)

### **18.33.060 Setbacks.**

A. The minimum setbacks in the WI District are as follows:

- 1. Front yard: 20 Feet.
- 2. Side yard and rear yard: None.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 13, 7-6-2022)

### **18.33.070 Reserved.**

Editor's note(s)—Ord. No. 1201, § 34, adopted July 6, 2022, repealed § 18.33.070, which pertained to lot coverage and derived from Ord. 634 (part), 1988.

### **18.33.080 Height.**

The maximum height of buildings and structures in the WI District is three stories or 50 Feet.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 14, 7-6-2022)

---

**18.33.090 Off-street parking and loading.**

A. Off-street Parking and Loading. The requirements for off-street parking and loading in the waterfront industrial district shall be as set forth in Chapter 18.48 of this code.

(Ord. 634 (part), 1988).

**18.33.100 Minimum lot requirements.**

A. The minimum lot requirements in the WI District are as follows:

1. Lot width: 100 Feet
2. Lot size: 10,000 Feet.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 15, 7-6-2022)

**18.33.110 Signs.**

A. Signs. Signs may be allowed in the waterfront industrial district subject to requirements in Chapter 18.44 of this Code.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 16, 7-6-2022)

**18.33.120 Floor elevations.**

A. Minimum Finished Floor Elevations. In the waterfront industrial district, the following minimum finished floor elevations for the ground floor shall be adhered to:

North Fill Development Park

Block 1

Lot 1	27.00'
Lot 2	26.50'
Lot 3	27.25'

Block 2

Lot 4	27.25'
Lot 1	26.50'

Block 3

Lot 2	26.25'
Lot 1	26.50'

Block 4

Lot 1	27.25'
Lot 2	27.25'
Lot 3	27.25'
Lot 4	27.25'
Lot 5	26.25'

Block 5



---

Lot 1	27.25'
Lot 2	27.25'
<u>Block 6</u>	
Lot 2	26.50'
Lot 1	26.25'
<u>Block 7</u>	
Lot 2	26.50'
Lot 3	26.25'
Lot 1	26.75'
Lot 3	27.25'
<u>Block 8</u>	
Lot 1	27.00'
Lot 2	26.75'
Lot 3	26.50'
Lot 4	26.25'

Note: The elevation datum used is based on the following described bench mark:

USC & GS Standard Brass Disk Located in Sidewalk Adjacent to Fish Game Building near Southwest Corner of Intersection Railroad Avenue and Breakwater Avenue. Elevation 40.40 Above M.L.L.W.

(Ord. 634 (part), 1988).

**18.33.130 Commission site plan review—Required.**

- A. Any construction, modification or improvement in the Waterfront Industrial District shall be subject to a site plan review by the Planning Commission under Section 18.42.020 of this Code.
- B. No site plan shall be approved for the Waterfront Industrial District unless any exterior siding or roof on any building or structure is finished in earthtone colors as those colors are identified by the Planning Director.

(Ord. 634 (part), 1988).

(Ord. No. 1201, § 17, 7-6-2022)

# ATTACHMENT E

The following is an example of possible lease terms. Final lease terms will be negotiated after a proposal is selected by the City Council. Final lease terms must be approved by the City Council who has the ultimate discretion to approve or deny the lease as a whole or to add, remove, or modify any terms as they see fit.

## CITY OF CORDOVA Cordova, Alaska

### LEASE WITH OPTION TO PURCHASE

This LEASE WITH OPTION TO PURCHASE ("Lease") is made by and between the CITY OF CORDOVA, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and XXXXXXX., an Alaska corporation ("Lessee").

### RECITALS

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

WHEREAS, Lessee desires to lease the Property from the City (the "Premises") from the City and the City desires to lease the Premises to Lessee, on the terms and conditions set forth herein;

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

#### 1. LEASE OF PREMISES

Subject to the terms and conditions set forth herein, the City leases to Lessee, and Lessee 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 (XX) years, commencing on \_\_\_\_\_, 20XX, (the "Commencement Date") and terminating at 11:59 p.m. on \_\_\_\_\_, 20XX, unless earlier terminated in accordance with the terms of this Lease. The Lease does not provide a lease renewal option.

#### 3. RENT

A. Base Rent. The annual rent for the first five years of the Lease Term will be XXXX Hundred Dollars and nine cents (\$XXXX) or XXX Dollars (\$XXX) 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 22.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 will 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 8 and all other sums, costs, expenses, taxes, and other payments that Lessee assumes or agrees to pay under the provisions of this Lease (collectively the “Additional Charges”).

Without limiting in any way Lessee’s payment obligations, the City will 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 they have become due and payable, and that remain unpaid after reasonable written notice to Lessee. The amount paid by the City, plus the City’s expenses, shall be Additional Charges 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 Fee. 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; the charge shall be considered liquidated damages and shall be due and payable as Additional Charges. 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 fifth 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, except the first Base Rent adjustment, which will occur on the fifth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from the commencement date of this lease to the then-current 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. Subject to the terms and conditions of this Lease, Lessee’s use of the Premises is limited to constructing and maintaining the project detailed in the site development plan, and using the constructed buildings and structures as well as the undeveloped land XXXXXXXXXXXX. The Lessee shall give prior written notice

to the City of any proposed changes to the site plan that are in furtherance of its authorized uses, and such changes are subject to City review and approval not to be unreasonably withheld or delayed. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at any reasonable time 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 work necessary for the safety or preservation of the Premises. Except in the event of an emergency, the City will give 48-hours' advance written notice of its intent to inspect 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

B. 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 cause or permit any Hazardous Material (as defined in Section 10.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.

C. 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 or the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, are suitable or usable for 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..

## **5. DEVELOPMENT PLAN AND SUBSTANTIAL COMPLETION**

A. Development Plan. The attached site development plan has been approved by the Cordova City Council, and is attached to this Lease as Exhibit B. Any proposed material change to the attached site development plan by Lessee will be treated as an

amendment to the Lease, requiring the written consent of both parties in accordance with Section 22.B. The Lease does not confer any approval from the Cordova Planning Commission regarding the site development plan or substitute for any approval process required in Cordova Municipal Code. Rather it is Lessee's responsibility to ensure the site development plan complies with all city code requirements and procedures.

B. Substantial Completion. Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by \_\_\_\_\_, 20XX, which is Five (5) years after the Lease's Commencement Date. As used in this Lease, the term "substantially complete" shall mean the stage of construction when the building(s), whose footprint is outlined in the site development plan, including its structure, façade, windows, roof, heating, and lighting, are sufficiently complete so that Lessee can occupy and use the building and install or cause the installation of all equipment required for the contemplated use thereof, and Lessee has provided to the City certificates of inspection from certified inspectors providing that the above obligations have been met. If Lessee fails to substantially complete the construction of the project set forth in the site development plan by \_\_\_\_\_, 20XX, Lessee will be in default of this Lease and the City may terminate the Lease and take any other action detailed in Section 13.

## **6. 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 that 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.

## **7. 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 may be withheld in the City's absolute discretion..

## **8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES, & ASSESSMENTS**

Lessee shall, at Lessee's sole cost and expense, be solely responsible for: (i) maintaining and repairing the Premises and shall not commit or allow any waste upon the Premises; (ii) obtaining any and all permits and approvals necessary for Lessee's use of the Premises; (iii) all utilities and services needed for Lessee's use of the Premises; (iv) all taxes and assessments levied against the Premises, and Lessee agrees to pay all such taxes and assessments when due, including, but not limited to, all utility bills and special assessments levied and unpaid as of the Commencement Date or hereafter levied for public improvements; (v) all licenses, excise fees, and occupation taxes with respect to the business and activities conducted on the Premises; (vi) all real property taxes, personal property taxes, and sales taxes related to the Premises or Lessee's use or occupancy thereof; and (vii) any taxes on the leasehold interest created under this Lease.

## 9. 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 Cordova Municipal Code 5.40.125, or property tax liens under Cordova Municipal Code 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.

## 10. 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, attorneys' 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 attorneys' 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, 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 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, sub-lessees, invitees (other than the City), 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 law or regulation.

## **11. 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 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 11, except where noted above.

## **12. OWNERSHIP AND REMOVAL OF THE FACILITIES**

Unless Lessee exercises its Option (defined in Section 21) (in which case all improvements made by Lessee shall continue to be owned by Lessee), the facilities on the Premises are and shall remain the property of Lessee until the expiration or earlier termination of this Lease. Upon expiration or earlier termination of this Lease, at the option of the City, title to and ownership of the facilities shall automatically pass to, vest in, and belong to the City without further action on the part of either party other than the City's exercise of its option, and without cost or charge to the City. Lessee shall execute and deliver such instruments to the City as the City may reasonably request to reflect the termination of Lessee's interest in this Lease and the facilities and the City's title to and ownership thereof.

But upon expiration or earlier termination of this Lease, Lessee shall remove from the Premises, at Lessee's sole expense, all of the facilities or the portion thereof that the City designates must be removed. In such event, Lessee shall repair any damage to the Premises caused by the removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All facilities which are 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 Lease Term will remain Lessee's property and upon expiration or earlier termination of this Lease, Lessee must remove these items and all contaminated soil and other material from the Premises, at Lessee's sole expense.

## **13. DEFAULT AND REMEDIES**

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 Base Rent, Additional Charges, or of any other sum herein specified to be paid by the Lessee if such failure is not cured within ten (10) days after written notice has been given to 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 tax if such failure is not cured within thirty (30) days after written notice has been given to Lessee;

iii. Lessee's failure to substantially complete the site development plan, as required by Section 5;

iv. 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;

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

vi. The abandonment or vacation of the Premises continues for a period of three (3) months of any consecutive four (4) month period during the Lease Term; notwithstanding the foregoing, leaving the Premises vacant pending development of improvements shall not be deemed abandonment;

vii. Execution, levy, or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

viii. 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 if such breach or violation continues for a period of thirty (30) days or longer; or

ix. 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 is not cured within thirty (30) days after written notice has been given to Lessee, or if the default is of a nature that it cannot be cured within thirty (30) days, then a cure is commenced within thirty (30) days and diligently prosecuted until completion, weather and *force majeure* permitting. 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 elects so 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 with process of law and without a breach of the peace 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 attorneys' fees and all other expenses incurred by the City by reason of the default or breach by Lessee, less any rents received in mitigation of Tenant's default (but City is not under any duty to relet Premises);

v. Recover an amount to be due immediately upon breach equal to the sum of all Base 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; or

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

#### **14. SUBSIDENCE**

The City shall not be responsible for any washout, subsidence, avulsion, settling, or reliction to the Premises or for any injury caused thereby to Lessee's, any sub-lessee's, or any other person's property. The City is not obligated to replace, refill, or improve any part of the Premises during Lessee's occupancy in the event of a washout, subsidence, avulsion, settling, or reliction.

#### **15. 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, 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 these expenses.

## **16. RESERVATION OF RIGHTS**

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensating 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, and provided further that the City's designation will not unreasonably interfere with Lessee's improvements or use of the Premises. Lessee shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

## **17. 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.

## **18. HOLDING OVER**

If Lessee, with the City's written consent, remains in possession of the Premises after the expiration or termination of the Lease 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 Base Rent applicable immediately prior to such expiration or termination, subject to adjustment in accordance with Cordova Municipal Code 5.22.090.C, or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease, except those pertaining to term, rent, and purchase option, 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.

## **19. 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; and

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.

## **20. COSTS**

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.

## **21. BUYER'S OPTION TO PURCHASE**

A. Option. The City hereby grants to Lessee an option (the "Option") to purchase the Premises upon the terms and conditions stated in this Lease.

B. Option Period. The Option will commence upon the Commencement Date of this Lease and terminate the date the Lease terminates (the "Option Period"). If Lessee fails to exercise the Option during the Option Period, neither party shall have any further rights or claims against the other party by reason of the Option.

C. Exercise of Option. To exercise the Option, Lessee must provide written notice ("Notice of Exercise of Option") to the City, delivered or mailed by certified or registered mail, return receipt requested, to the City's address set forth in Section 22.E, at least sixty (60) days prior to the date Lessee intends to exercise the Option.

D. Conditions to Exercise Option. Lessee can only exercise the Option if all of the following conditions are satisfied: (i) no default exists or is continuing under this Lease and (ii) the building as described in the site development plan attached as Exhibit B. is substantially completed as defined in section 5 B.

E. Purchase Price. Lessee shall have the right to purchase the Premises for \$XXXXX ("Purchase Price") until the fifth anniversary of the Commencement Date. If Lessee exercises its Option to purchase the Premises after the tenth anniversary of the Commencement Date, the Purchase Price will be adjusted to the current fair market value, as reasonably determined by the City, excluding all improvements completed by

Lessee under this Lease. In the event that Lessee exercises the Option on or before \_\_\_\_\_, 20XX, payment due at Closing to the City (“Closing Payment”) will equal the Purchase Price reduced by all Base Rent payments paid by Lessee to the City under this Lease. In the event that Lessee exercises the Option after \_\_\_\_\_, 20XX, the Closing Payment will equal the Purchase Price, and the Closing Payment will not be reduced by any Base Rent payments paid by Lessee to the City under this Lease.

F. Closing Date. The Closing must occur on a date (the “Closing Date”) mutually agreed upon by the parties, but must be within sixty (60) days after the exercise of the Option.

G. Closing. At Closing, the City shall deliver a quitclaim deed, subject to matters of record, including those matters that have arisen out of Lessee’s use and occupancy of the Premises, in recordable form, transferring marketable title (subject to Lessee’s reasonable approval) and Lessee shall execute and deliver to the City the Closing Payment in full, in immediately available funds. This Lease will terminate upon the Closing of Lessee’s purchase of the Premises. All costs and fees (including attorneys’ fees) associated with the negotiation, drafting, preparation, and enforcement of a purchase and sale agreement and related documents, the closing of the transaction, and the termination of the leasehold interest in the Premises, including, but not limited to, environmental assessments, appraisal fees, escrow fees, recording fees, and title insurance, will be paid by Lessee.

H. Cooperation for Consummating the Option. If Lessee exercises the Option, the City and Lessee each covenant and agree to sign, execute, and deliver, or cause to be signed, executed, and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts, or things, supplemental, confirmatory, or otherwise, as may be reasonably required by either party hereto for the purpose of or in connection with consummating the Option.

I. City’s Right of First Refusal. In the event Lessee exercises its Option and subsequently determines to sell or otherwise dispose of the Premises, the City shall have a continuous and exclusive right of first refusal to purchase the Premises. The parties must either include notice of the City’s right of first refusal in the deed transferring the Premises to the Lessee, or execute a separate document acceptable to the City and in a recordable form ensuring the City’s right of first refusal hereunder. The document must be recorded contemporaneously with the recording of the deed. The City’s right of first refusal to purchase the Premises contains the following terms and conditions:

i. Lessee may accept an offer for the sale or other disposition of the Premises only if it is made subject to the City’s right of first refusal herein. Upon acceptance of an offer for the sale, disposition, conveyance, or transfer from a third party (the “Purchase Offer”), Lessee will present a copy of the Purchase Offer and acceptance to the City by written notice at the address set forth in Section 22.E. The City will then have sixty (60) days to either agree to purchase the Premises on the same terms and conditions set forth in the Purchase Offer, or decline to exercise its right of first refusal.

The City shall give written notice of its decision to exercise or decline to exercise its right of first refusal to Lessee at the address set forth in Section 22.E no later than sixty (60) days after being presented with a copy of the Purchase Offer.

ii. If the City declines to exercise its right of first refusal, Lessee may then sell or otherwise dispose of the Premises to the third party on the same terms and conditions set forth in the Purchase Offer. If the sale or other disposition is completed on the same terms and conditions set forth in the Purchase Offer, then any interest of the City in and to the Premises shall cease and be of no further force and effect and the City shall provide in recordable form a release of its right of first refusal at the closing of the sale to the third party. If the sale or other disposition is not completed on the terms and conditions in the Purchase Offer, then the City will continue to have its exclusive right of first refusal under the procedures outlined above in this Section, before Lessee may convey or transfer its interest in the Premises to a third party.

## **22. MISCELLANEOUS**

A. Time Is of the Essence. Time is of the essence for 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 Cordova Municipal 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, partnership, 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:

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

TO LESSEE:

XXXXX  
P.O. Box XXXX  
Cordova, Alaska 99574

or to such other address as either party hereto may 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. 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 ten (10) days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease has not been amended and is in full force and effect (or, if there has been an amendment, that the same is in full force and effect as amended and stating the amendments); there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates up to which the Base Rent and Additional 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. Exhibits A and B to this Lease are specifically incorporated into the 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, 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. Attorneys' Fees. In the event that any suit or action is brought to enforce this Lease or any term or provision hereof, the parties agree that the prevailing party shall recover all attorneys' fees, costs, and expenses incurred in connection with such suit or action to the maximum extent allowed by law.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the Commencement Date.

**CITY:** **CITY OF CORDOVA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LESSEE:** **XXXX**

By: \_\_\_\_\_

Its: \_\_\_\_\_

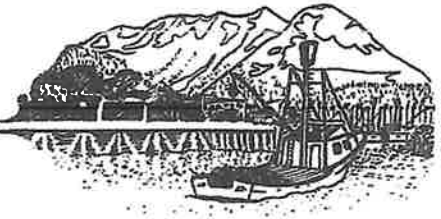


**Exhibit A**  
**Legal Description**

**Exhibit B**  
**Development Plan**

DRAFT

# CITY OF CORDOVA



## LD-RFP-24-01 SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by Friday, March 1<sup>st</sup>, 2024 at 4:30 PM.

Property: Lot 4A, Block 5, North Fill Development Park Addition No. 2. See attached map.

Name of Proposer: Linda and Paul Kelly

Name of Organization: Bayside Storage

Address: 182 S in Poor Ave Phone #: 424 3109

Cordova AK 99574 Email: Linda.Kelly AK@gmail.com

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

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

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

The fair market value for Lot 4A, Block 5, North Fill Development Park Addition No. 2 is \$120,000.00 and will be the **minimum price** that will be accepted for the property. If the successful proposal amount is greater than the minimum price, the amount in the proposal shall be the amount paid for the property.

The property fails to meet Cordova Municipal Code (CMC) 18.33.100.A.2. which mandates the minimum lot size in the zoning district. Compliance with CMC 18.33.100.A.2. is not required for the property.

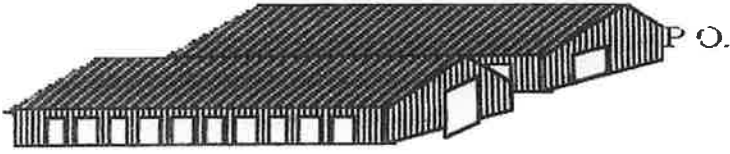
All proposals shall include a deposit of \$1,000.00. In the event that a proposal is not awarded the opportunity to purchase the property, the City will reimburse the deposit to the proposer, otherwise deposit will be credited to costs associated with the contract preparation.

The attached Lease with Option to Purchase is a template for the agreement that will be negotiated with the proposal that is awarded the property. The terms and conditions of this template are subject to change as the City sees fit during the negotiation process with the chosen proposer.

Proposed Price \$ 120K or whatever the appraised price is.

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.

# BAYSIDE STORAGE



April 14, 2023

Linda and Paul Kelly  
182 Jim Poor Avenue  
PO Box 265  
Cordova, AK 99574  
907-424-3109

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

Dear Commissioners and Council Members

Lot 4A, Block 5 of the North Fill Development was recently advertised as a lot the City of Cordova would consider selling. Bayside Storage feels our application should be selected for the following reasons:

1. We have nearly 35 years of experience and performance in business.
2. We have collected and paid hundreds of thousands of dollars in property and sales taxes.
3. We provide a much-needed service for the community and fishing fleet.
4. If allowed to expand our business we will perform on our obligation.
5. The lot in question is very small and few proposals beyond personal use warehouses work. These personal use warehouses do not meet the land criteria. The Bayside Storage proposal would make the small lot productive.
6. This lot has been producing no revenue for the citizens of Cordova for nearly 50 years. Our proposal would finally change that. It is what is best for the community.
7. Jobs. Each and every one of our 125 lockers represents at least one job in the community. Small businesses-fisherman need a place to operate from and we provide that service for the community.
8. Our proposal represents an opportunity for the city to put this lot to work for the first time in nearly 50 years.

Thank you for your consideration,

Linda and Paul Kelly      Bayside Storage

- Bayside Storage value of improvements. We have invested over \$3 million in Cordova's infrastructure. This additional project will cost another \$750k at today's prices. We are proposing to build a two-story building 40'x 84' with 10'x20' lockers below and either smaller lockers on top or an office for Bayside and an apartment to house family members in line to run the facilities in the future.
- Bayside provides employment for our family, it is our only source of income. Beyond that Bayside provides much needed space for several other businesses that employ many other families. LFS builds dozens of fishing nets for fisherman each year and operates their net hanging business here. The USCG does projects and stores valuable equipment in our facility. NVE, Copper River Fleece, the Net loft and dozens of other businesses use our facilities. These businesses employ people year around and pay property taxes, sales taxes and employment taxes. Without a facility to operate from some might well not be in business here because their business model doesn't include ownership of facilities. The bulk of our business is renting directly to fisher persons, and we have a waiting list to fill another facility.
- Bayside pays approximately \$23k in property tax and \$25k in sales tax. This new facility would pay approximately \$5k in sales taxes and \$5k in property taxes.
- Importance to the community. Bayside has been a welcome addition to Cordova for nearly 35 years. We have provided hundreds of customers with emergency storage or operating space for their business in times of disaster. Temporary storage when moving in or out of town. The fishing fleet of all sorts and sizes and many of the support businesses it takes to keep the fleet and community in operation year around. We are the only heated storage facility and the only rental facility large enough for commercial businesses to operate from.
- Our proposals have always met all the criteria for this development area. They have been approved four different times and our performance speaks for itself. We have never missed any payments or demands. We are prepared to proceed immediately upon approval of this project and would have this facility in operation within 12-24 months.
- We offer \$120K for this property.
- Consistency with comprehensive plan. Bayside has always met or exceeded all the elements in the comprehensive plan for the North Fill area. This is evident by the fact we have been approved and encouraged by four previous planning commissions and city councils. Many members of the public have also encouraged us to expand along the way based on demand.

# BAYSIDE STORAGE

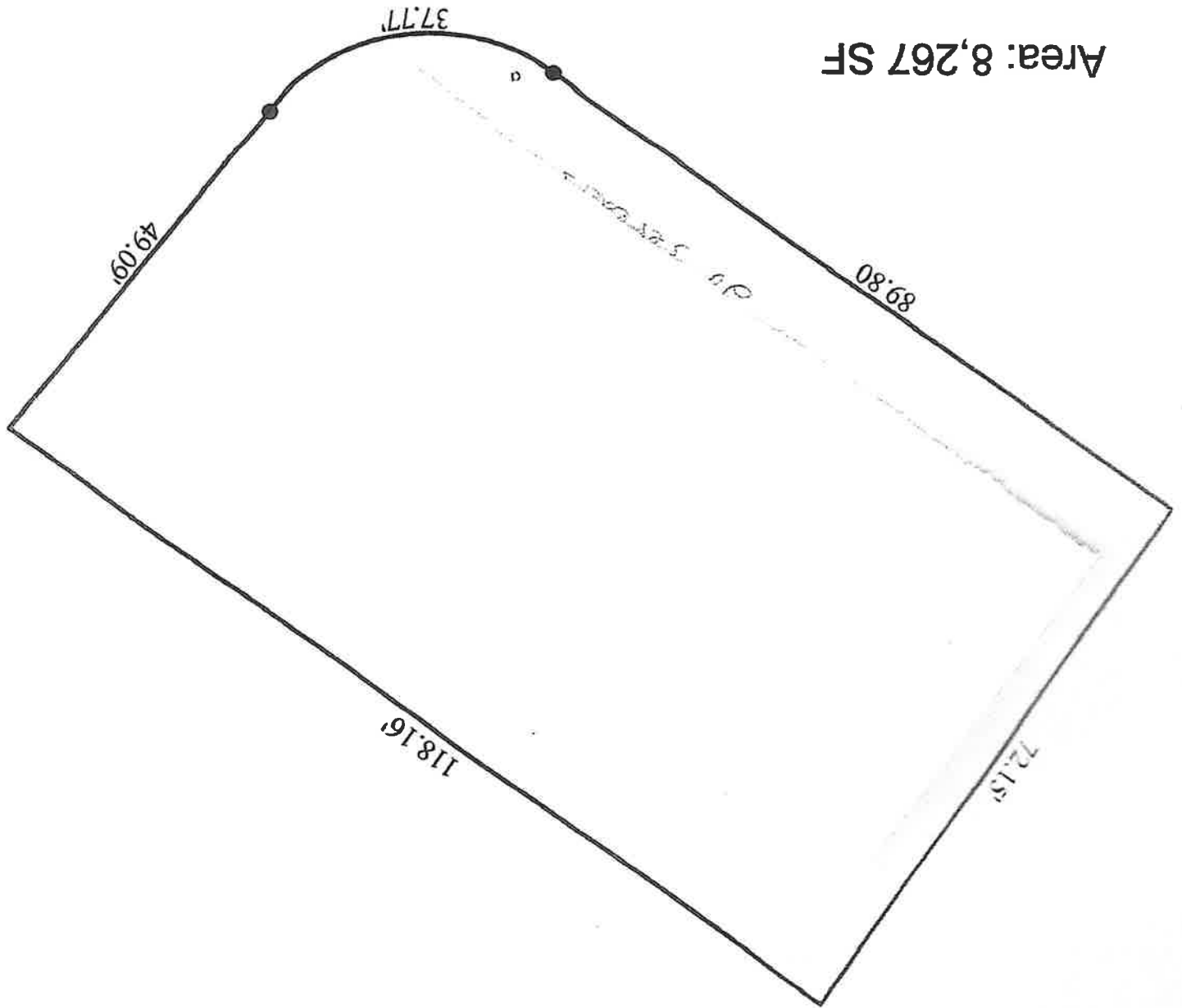
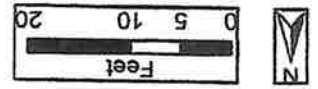
Linda and Paul Kelly  
182 Jim Poor Avenue  
PO Box 265  
Cordova, AK 99574  
[lindakellyak@gmail.com](mailto:lindakellyak@gmail.com)  
907-424-3109

City of Cordova  
Planning Department  
P.O. Box 1210  
Cordova, AK 99574

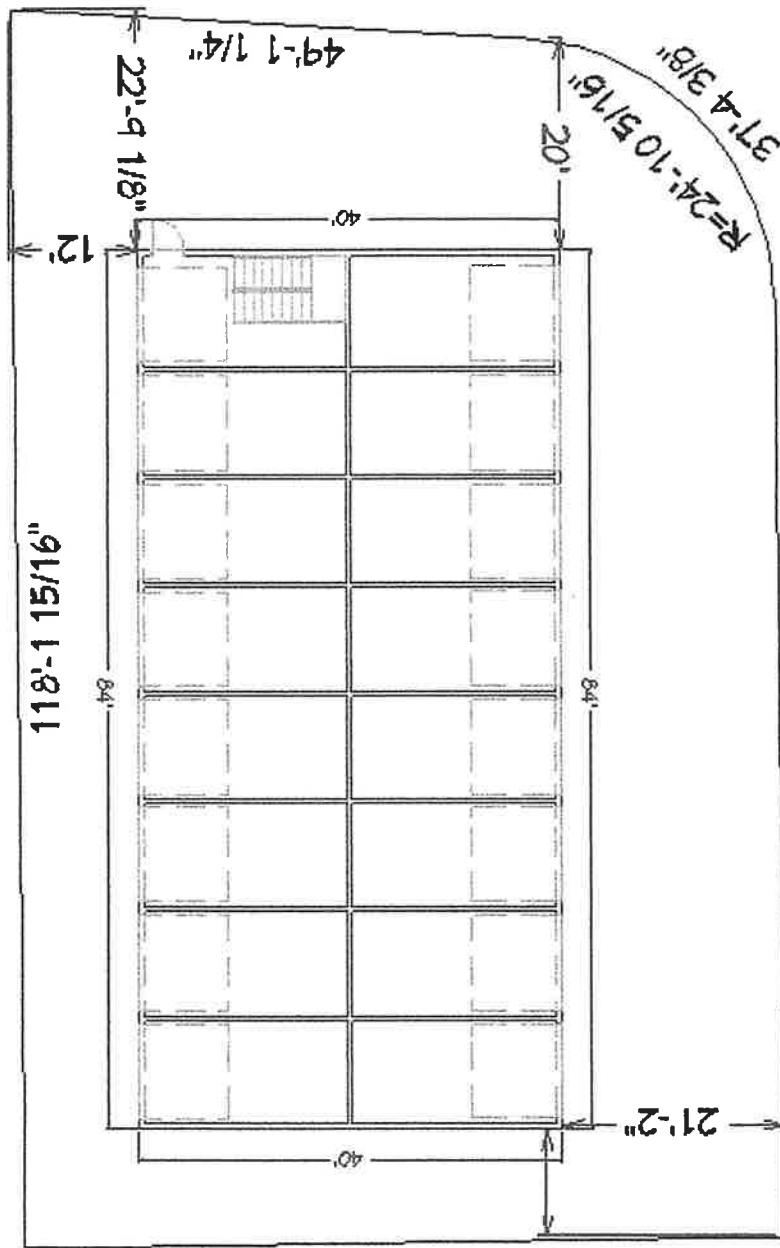
RE: Sealed Proposal for Lot 4A, Block 5, North Fill Development

**Additional information:**

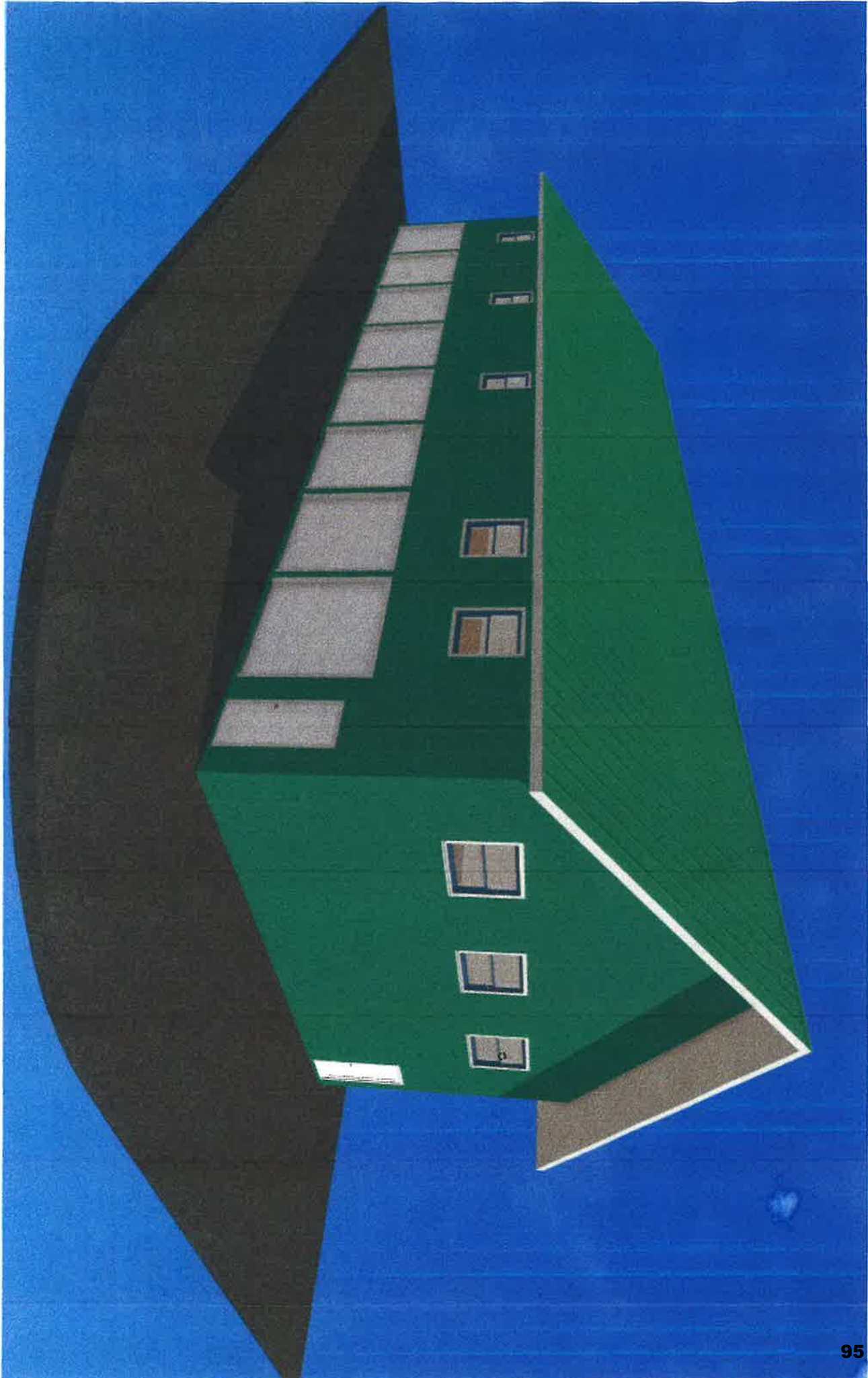
1. Type of business-Dry, heated storage and small business operating space, with a second story of storage or an apartment or two if the city so desires.
2. Proposed square footage: approximately 3600 sq. ft. first floor and for second floor. Total 7200.
3. See provided sketch and picture of similar building to proposal.
4. Benefit to Community: Provides needed dry storage space and business operating space for fishing industry and all community members. Approximately \$5000/year in sales tax plus \$5000/year in property tax.
5. Value of improvements: \$750,000.00
6. Proposed timeline for development: Immediately



Area: 8,267 SF



BLOCK 5 LOT 4A





# CITY OF CORDOVA



## LD-RFP-24-01 SEALED PROPOSAL FORM

All proposals must be received by the Planning Department by **Friday, March 1<sup>st</sup>, 2024 at 4:30 PM.**

Property: Lot 4A, Block 5, North Fill Development Park Addition No. 2. See attached map.

Name of Proposer: Reuben Brown

Name of Organization: Reubens Reluctant Refrigeration Repair and Service

Address: PO Box 655 Phone #: 541-231-1785

Cordova AK 99574 Email: backcountryak@gmail.com

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

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

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

The fair market value for Lot 4A, Block 5, North Fill Development Park Addition No. 2 is **\$120,000.00** and will be the **minimum** price that will be accepted for the property. If the successful proposal amount is greater than the minimum price, the amount in the proposal shall be the amount paid for the property.

The property fails to meet Cordova Municipal Code (CMC) 18.33.100.A.2. which mandates the minimum lot size in the zoning district. Compliance with CMC 18.33.100.A.2. is not required for the property.

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

The attached **Lease with Option to Purchase** is a template for the agreement that will be negotiated with the proposal that is awarded the property. The terms and conditions of this template are subject to change as the City sees fit during the negotiation process with the chosen proposer.

**Proposed Price \$** 122,420

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.

1) Describe the development you're proposing.

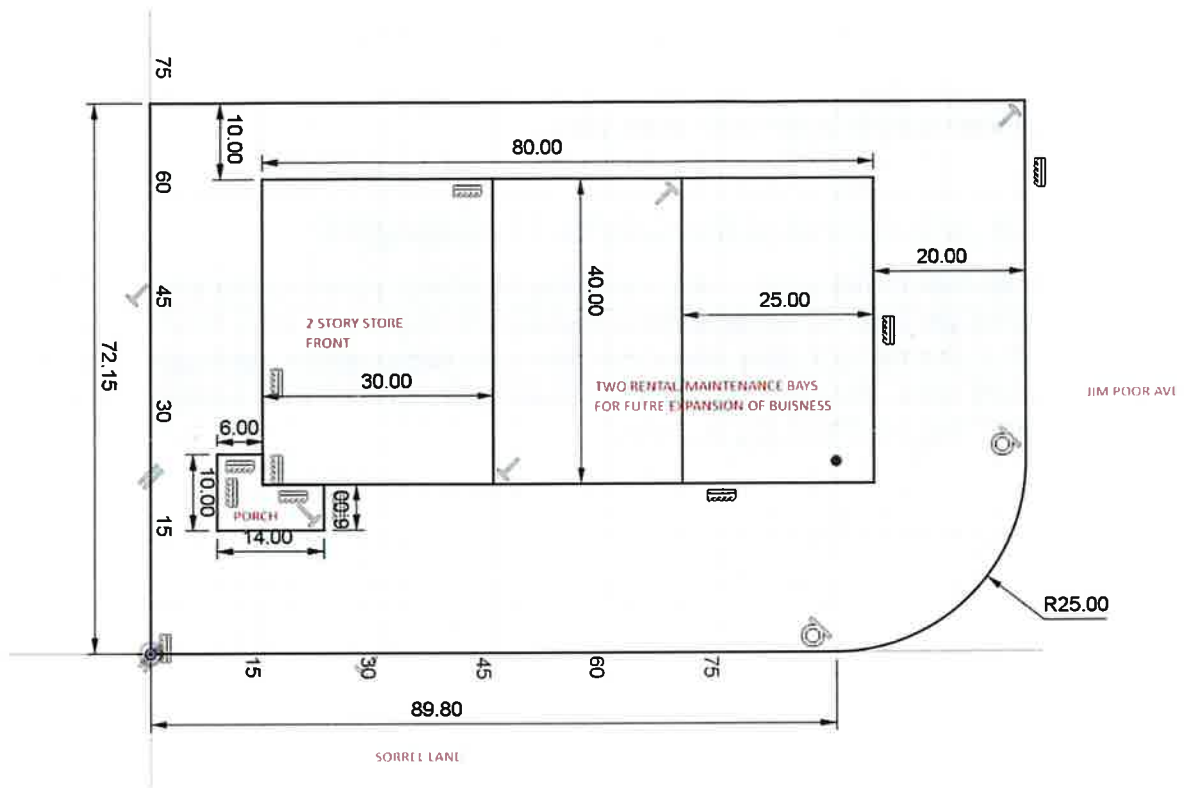
We propose establishing a Refrigeration and HVAC Service and Recovery business in the Waterfront Industrial District. This facility aims to address the growing need for proper disposal and recovery of refrigerants, particularly with the tightening regulations to mitigate environmental impact. Our services will cater to both residential appliances and commercial vessel refrigeration systems, ensuring the responsible disposal of refrigerants and oils. Additionally, we plan to provide short-term rental bays for boat and equipment repairs to support the local community and offer Heating and Ventilation wholesaling during the winter months, reinforcing our commitment to year-round service availability.

2) What is the proposed square footage of the development?

The development includes a 40x80 warehouse, totaling 3200 sqft, featuring two 25x40 bays designated for short-term rentals for boat repair and a 30x40 bay dedicated to housing the Refrigeration and HVAC service business. The latter will incorporate a second story for caretaker or employee housing and business office space, comprising an additional 1200 sqft.

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?

The proposed development holds multifaceted benefits for the community, aligning with the evolving landscape of cleaner and more sustainable heating practices. With the increasing focus on environmentally friendly solutions, our Refrigeration and HVAC Service and Recovery business will play a pivotal role in addressing the community's heating needs.

As the emphasis on cleaner forms of home heating, particularly through the adoption of heat pumps, grows, our business will provide essential services for their proper installation, maintenance, and repair. Heat pumps, which utilize varying refrigerants, require specialized care and responsible disposal practices to ensure their safe operation. Our facility will serve as a hub for the disposal and recovery of these refrigerants, contributing to the overall reduction of environmental impact.

Furthermore, in alignment with incentives from initiatives like Build Back Better, our business seeks to make cleaner heating options more accessible and maintainable for residents. By increasing the availability of parts inventory in town, we aim to alleviate the stress on homeowners and service contractors, ensuring that specialized HVAC and Refrigeration components are readily available locally. This not only supports the community's commitment to cleaner heating but also fosters a sustainable and resilient environment for future generations.

**5) What is the value of the proposed improvements (in dollars)?**

The estimated value of the proposed improvements, including the shop and apartment, is estimated to be \$420,000 upon completion.

**6) What is your proposed timeline for development?**

Our proposed timeline for development includes initiating construction in August 2024, with the aim of commencing business operations by September 2025. This timeline accounts for the fluctuating market conditions and addresses the challenges Cordova typically faces, ensuring an efficient and timely establishment of our Refrigeration and HVAC Service and Recovery business.



## AGENDA ITEM # 10e

### Planning Commission Meeting Date: 4/9/24

#### PLANNING COMMISSION COMMUNICATION FORM

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**FROM:** Kevin Johnson, City Planner  
Tony Schinella, Harbormaster

**DATE:** 04/04/24

**ITEM:** Resolution 24-02 - North Harbor Port Infrastructure Development Program (PIDP) 2024 Grant Application

**NEXT STEP:** Decide on Approving a Resolution Supporting the Concept for Grant Submissions

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INFORMATION  
 MOTION  
 RESOLUTION

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#### I. REQUEST OR ISSUE:

City staff is preparing an application package for the PIDP 2024 grant. Applications for this grant are due May 10, 2024.

Staff Requests that Planning Commission reviews the concept that was approved by Harbor Commission and to decide on the passage of a resolution supporting the design.

#### II. RECOMMENDED ACTION / NEXT STEP:

The Commission should open the item for discussion with a motion and a second

Staff has provided the following suggested motion for consideration:

“I move to approve Resolution 24-02 supporting the North Harbor Port Infrastructure Development Program (PIDP) 2024 Grant Concept for grant application.”

### **III. FISCAL IMPACTS:**

We anticipate the following financial impacts from the project for City of Cordova:

- Demolition costs for PWSSC building will be covered by grant funding.
- Save costs to repair Breakwater Ave. sloughing, and eliminate underlying problem causing sloughing via sheet piled bulkhead.
- Save costs of future north harbor float system rebuild by completing sheet piling now with available federal infrastructure funding.
- All matching funds coming from private industry.
- City would potentially be liable for all costs associated with preliminary engineering, completion of environmental studies, and work to prepare and administer the RFP process for choosing a contractor. Staff anticipates these costs to be up to \$500,000. Based on staffs understanding, these costs would not be reimbursable, but could potentially be counted towards project cost sharing (match money)

This year’s grant application allows for projects in non-contiguous states to request an exemption for the 20% minimum match requirement. While we are allowed to apply without a match, this does still make our application less competitive when it is scored by the DOT. Shoreside Petroleum is pledging to contribute to the project for the costs of designing and constructing the floating fuel dock. New costs estimate for this year have not been completed but we anticipate Shoresides contribution to put the project around a 15% to 18% match.

### **IV. BACKGROUND INFORMATION:**

City staff began working on the 2024 PIDP grant application in February. During this time staff reviewed the 2023 PIDP concept with the Harbor Commission and determined that the best decision was to move forward with the 2023 design and not make any major modifications. This was discussed at the January 10<sup>th</sup> and February 20<sup>th</sup> Harbor Commission meetings. A resolution supporting the plan and recommending the council direct staff to apply for the grant was approved at the their March 21<sup>st</sup> meeting.

This concept will accomplish and provide the following:

- Stabilize freight corridor (Breakwater Ave)
- Reduces congestion of freight corridor by relocating parking and pedestrians from roadway and provide truck staging area
- Provide floating fuel dock within the protection of the harbor
- Increase work / laydown are by 100%
- Addition of four cranes, one of which would be a 5-ton crane
- Pedestrian connection between north and south harbors
- Provide shore power to city dock
- LED lighting upgrades throughout north harbor and city dock
- Provide dock safety through addition of safety ladders and mobile fire suppression equipment
- Reduce stormwater sheet flowing damage and contamination through modern stormwater collection

**V. LEGAL ISSUES:**

The project potentially decreases City liability via a number of safety improvements and reduces likelihood of environmental contamination liability through stormwater improvements and a modern fuel dock.

**VI. ENVIRONMENTAL ISSUES:**

An environmental impact assessment is being conducted as a part of the south harbor rebuild. At this time staff has not been made aware of any significant environmental impacts. Staff believes that the project will decrease possible environmental impacts through stormwater improvements and installation of a modern fuel dock. With the exception of the fuel dock, most environmental permitting for the PIDP 2024 project will be completed as part of the permitting for the South harbor rebuild, making the project more attractive to potential funders.

**VII. SUMMARY:**

Staff has worked with the Harbor Commission to refine the PIDP concept to apply for the 2024 PIDP application period. The attached concept has been vetted through multiple public meetings at the Harbor Commission and at Planning Commission in 2023. Staff has worked to keep this project as competitive as possible especially considering that we are requesting an exemption from the minimum match requirement.

**VII. ATTACHMENTS:**

- A. Resolution 24-02
- B. 2024 PIDP Concept Drawing
- C. Resolution 03-24-01 Harbor Commission Recommendation

**CITY OF CORDOVA, ALASKA  
PLANNING COMMISSION  
RESOLUTION 24-02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA,  
ALASKA SUPPORTING THE 2024 PORT INFRASTRUCTURE DEVELOPMENT PROGRAM  
(PIDP) GRANT APPLICATION FOR THE “CORDOVA NORTH HARBOR EFFICIENCY AND  
RESILIENCY PROJECT”.**

**WHEREAS**, the project was publicly vetted through Harbor Commission and voted in support of the concept;  
and

**WHEREAS**, the project would repair the sloughing of Breakwater Ave, the main freight artery connecting to the north harbor, through construction of a sheet piled bulkhead; and

**WHEREAS**, the bulkhead will, allow for relocating parking and pedestrians off of Breakwater Ave reducing congestion and user conflicts; and

**WHEREAS**, construction of a floating fuel dock will improve efficiency within the fishing fleet by increasing the number of available fuel pumps, reducing travel time to fuel up, improving safety for smaller vessels by offering a protected area for fueling, and reducing potential negative environmental impacts via a modernized fuel float with built-in fuel catchment in the event of a spill; and

**WHEREAS**, the project would create an off-street multimodal connection between north and south harbor which increases freight efficiency on city streets, and improves pedestrian safety and quality of life; and

**WHEREAS**, Additional cranes will improve harbor efficiency for loading and unloading boats and freight vehicles, and relieving congestion at the limited number of existing cranes; and

**WHEREAS**, Doubling the laydown area, providing truck staging areas, and installation of a 5-ton crane will increase efficiency by creating a working waterfront where multiple users can work simultaneously and reducing delays; and

**WHEREAS**, the project will decrease the harbor’s environmental impact through LED lighting upgrades, and installation of a modern stormwater system with oil water separators; and

**WHEREAS**, the project will increase north harbor user safety and decrease City liability by installing up-and-out safety ladders, mobile fire suppression equipment and security cameras; and

**WHEREAS**, the project will increase large-vessel convenience and efficiency by installing high-voltage shore power at the City Dock; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Planning Commission of the City of Cordova, Alaska, supports the 2024 PIDP North Harbor Efficiency and Resiliency Project grant application and concept.

**PASSED AND APPROVED THIS 9<sup>th</sup> DAY OF APRIL, 2024**

\_\_\_\_\_  
Tania Harrison, Chair

ATTEST: \_\_\_\_\_  
Kevin Johnson, City Planner





**CONCEPT**  
4/21/23

PND Engineers, Inc. (PND) is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Where specifications are general or not called out, the specifications shall conform to standards of industry. Drawings are for use on this project only and are not intended for reuse without written approval from PND. Drawings are also not to be used in any manner that would constitute a detriment directly or indirectly to PND.

REV	DATE	DESCRIPTION

DATE: \_\_\_\_\_

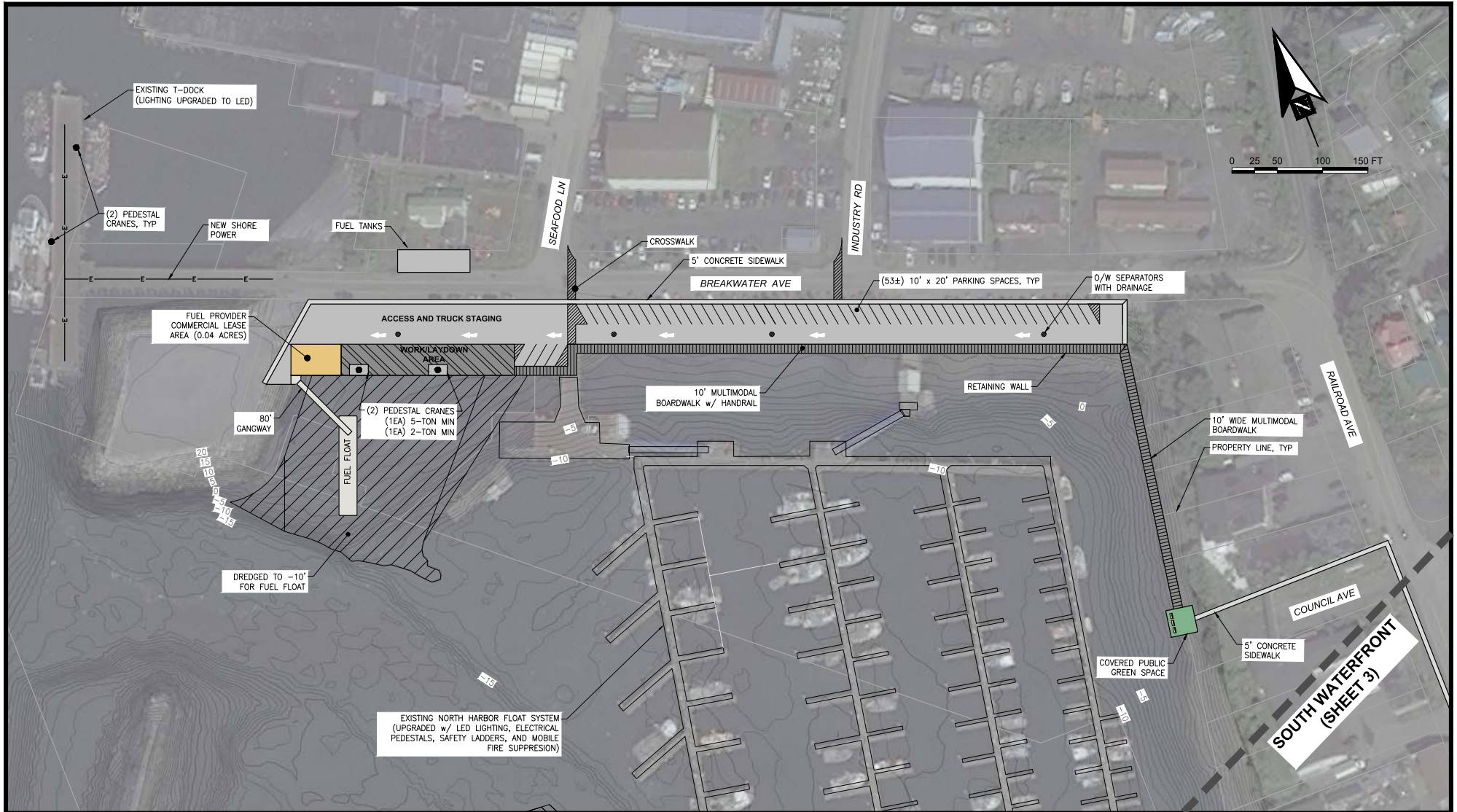
1506 West 36th Avenue  
Anchorage, Alaska 99503  
Phone: 907.561.1011  
www.pndengineers.com  
AK LIC# AECC250



PROJECT: **CORDOVA NORTH HARBOR IMPROVEMENTS**

TITLE: **PROJECT OVERVIEW**

DESIGNED BY: BJ	DATE: 4/21/23	SHEET NO: <b>01</b> OF 3
CHECKED BY: CC	PROJECT NO: 221031	



**CONCEPT**  
4/21/23

PND Engineers, Inc. (PND) is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Where specifications are general or not called out, the specifications shall conform to standards of industry. Drawings are for use on this project only and are not intended for reuse without written approval from PND. Drawings are also not to be used in any manner that would constitute a detriment directly or indirectly to PND.

REV	DATE	DESCRIPTION

DATE: \_\_\_\_\_

1506 West 36th Avenue  
Anchorage, Alaska 99503  
Phone: 907.561.1011  
www.pndengineers.com  
AK LIC# AECC250



PROJECT: **CORDOVA NORTH HARBOR IMPROVEMENTS**

TITLE: **NEW SITE PLAN**

DESIGNED BY: BJ	DATE: 4/21/23	SHEET NO: <b>02</b> OF 3
CHECKED BY: CC	PROJECT NO: 221031	



**CONCEPT**  
4/21/23

PND Engineers, Inc. (PND) is not responsible for safety programs, methods or procedures of operation, or the construction of the design shown on these drawings. Where specifications are general or not called out, the specifications shall conform to standards of industry. Drawings are for use on this project only and are not intended for reuse without written approval from PND. Drawings are also not to be used in any manner that would constitute a detriment directly or indirectly to PND.

REV	DATE	DESCRIPTION

DATE: \_\_\_\_\_

1506 West 36th Avenue  
Anchorage, Alaska 99503  
Phone: 907.561.1011  
www.pndengineers.com  
AK LIC# AECC250



PROJECT		<b>CORDOVA NORTH HARBOR IMPROVEMENTS</b>	
TITLE		<b>SOUTH WATERFRONT IMPROVEMENTS</b>	
DESIGNED BY:	BJ	DATE:	4/21/23
CHECKED BY:	CC	PROJECT NO.:	221031
SHEET NO.:			<b>03</b> OF 3

**CORDOVA BARBOR COMMISSION  
CORDOVA, ALASKA  
RESOLUTION 03-24-01**

**A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF CORDOVA, ALASKA SHOWING  
SUPPORT FOR THE PIDP 2023 GRANT CONCEPT AND RECOMMENDING CITY COUNCIL APPROVE  
THE CONCEPT FOR GRANT APPLICATION.**

**WHEREAS**, the project would repair the sloughing of Breakwater Ave, the main artery connecting to the north harbor, through construction of a sheet piled bulkhead; and

**WHEREAS**, the bulkhead will, increase north harbor parking capacity, reduce construction costs when the north harbor float system is eventually rebuilt, and create leasable waterfront commercial space; and

**WHEREAS**, construction of a floating fuel dock will improve efficiency within the fishing fleet by increasing the number of available fuel pumps, reducing travel time to fuel up, improving safety for smaller vessels by offering a protected area for fueling, and reducing potential negative environmental impacts via a modernized fuel float with built-in fuel catchment in the event of a spill; and

**WHEREAS**, the project would create an off-street pedestrian connection between north and south harbor which increases freight efficiency on city streets, and improves pedestrian safety and quality of life; and

**WHEREAS**, Additional cranes will improve harbor efficiency for loading and unloading boats and freight vehicles, and relieving congestion at the limited number of existing cranes; and

**WHEREAS**, an additional launch ramp will greatly relieve uplands traffic congestion and increase user efficiency; and

**WHEREAS**, the three-stage dock is a vital piece of harbor infrastructure and is in need of repair to remain safe and usable; and

**WHEREAS**, the project will decrease the harbor's environmental impact through LED lighting upgrades, and installation of a permanent oil and antifreeze collection station; and

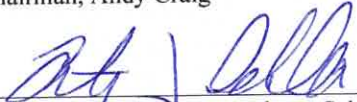
**WHEREAS**, the project will increase north harbor user safety and decrease City liability by installing up-and-out safety ladders and portable fire protection; and

**WHEREAS**, the project will increase large-vessel convenience and efficiency by installing high-voltage shore power at the City Dock; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Harbor Commission of the City of Cordova, Alaska, supports the 2024 PIDP North Harbor Modernization Project grant application concept and recommends the Council of the City of Cordova approves of the concept for grant application.

PASSED AND APPROVED ON THE 21st DAY OF MARCH 2024.

\_\_\_\_\_  
Chairman, Andy Craig

  
\_\_\_\_\_  
Cordova Harbormaster, Anthony Schinella