Mayor

James Kacsh

Council Members

Kristin Carpenter Tim Joyce Tom Bailer Robert Beedle

Josh Hallquist David Reggiani James Burton

City Manager

Randy Robertson

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

REGULAR COUNCIL MEETING SEPTEMBER 16, 2015 @ 7:00 PM LIBRARY MEETING ROOM

AGENDA

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

I pledge allegiance to the Flag of the United States of America, and to the republic for which it stands, one Nation under God, indivisible with liberty and justice for all.

C. ROLL CALL

Mayor James Kacsh, Council members Kristin Carpenter, Tim Joyce, Tom Bailer, Robert Beedle, Josh Hallquist, David Reggiani and James Burton

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

E. DISCLOSURES OF CONFLICTS OF INTEREST

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

1. Guest Speakers	
2. Audience comments regarding agenda items	(3 minutes per speaker)
3. Chairpersons and Representatives of Boards and Commissions	(Harbor, HSB, Parks & Rec, P&Z, School Board)
a. P&Z Commission Resolution 15-12 re Capital Improvement	S (page 1)
G. APPROVAL OF CONSENT CALENDAR	(roll call vote)
4. Ordinance 1136 An ordinance of the City Council of the City of Cordova, Alaska	

An ordinance of the City Council of the City of Cordova, Alaska, amending Cordova Municipal Code chapter 19.04 – flood protection to amend sections 19.04.010, 19.04.100, 19.04.150, 19.04.230, and 19.04.270 and enact sections 19.04.275, 19.04.276, and 19.04.277 to comply more fully with the national flood insurance program standards and to amend section 19.04.090 to adopt the December 16, 2015 flood insurance study and flood insurance rate map – 1st reading

"Logan Subdivision"

A resolution of the City Council of the City of Cordova, Alaska, approving a final plat titled "Vacating A.T.S. 220 T-4, Lot 9 Cannery Row Subdivision Plat 2003-3 and U.S. Survey 829 amended, creating: Copper River Seafood Tract A and Lot 9A"

8. Record unexcused absences of Council members Hallquist and Burton from the September 2, 2015 Regular Council meeting

H. APPROVAL OF MINUTES

I. CONSIDERATION OF BIDS

J. REPORTS OF OFFICERS 11. Manager's Report 12. City Clerk's Report K. CORRESPONDENCE **13**. Letter from B. Mickelson re breakwater fill lot 09-02-15......(page 41) 16. Letter from M. Henrichs, NVE request for sobriety donation 09-08-15......(page 46) 17. Letter from UFA, request for City of Cordova membership 08-28-15......(page 47) 19. Letter from Kosloski, thanking Cordovans for help during his visit 09-09-15......(page 53) L. ORDINANCES AND RESOLUTIONS An ordinance of the City Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a thirty year lease agreement, which includes an option to purchase, with Salty Steer, LLC for portions of Lot 1 & 2, Block 7A, Tidewater Development Park and a portion of ATS 220 - 1st reading M. UNFINISHED BUSINESS 21. Council confirmation of Mayor Kacsh's appointment of the City......(page 75) of Cordova representative to the PWSAC Board of Directors N. NEW & MISCELLANEOUS BUSINESS 22. Council direction regarding negotiating a contract with CCMC CEO...... (voice vote)(page 78) (may be discussed in executive session) 23. 2015 CCMC subsidy discussion O. AUDIENCE PARTICIPATION P. COUNCIL COMMENTS 25. Council Comments Q. EXECUTIVE SESSION (see item 22 above) R. ADJOURNMENT

Catch a Silver Salmon

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

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

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CITY OF CORDOVA, ALASKA PLANNING COMMISSION RESOLUTION 15-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA, ALASKA, RECOMMENDING A CAPITAL IMPROVEMENT LIST TO THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA

WHEREAS, the City of Cordova's Planning Commission is directed by Cordova Municipal Code 3.40.080(E) to Submit annually to the City Council, not less than ninety days prior to the beginning of the budget year, a list of recommended capital improvements which in the opinion of the commission are necessary or desirable to be constructed during the forthcoming three-year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year; and

WHEREAS, the City of Cordova's Planning Commission has identified and prioritized a Capital Improvement List that will benefit the citizens of Cordova; and

WHEREAS, the City of Cordova's Planning Commission has identified the following Capital Improvement List as being critical to the future wellbeing and economy of Cordova and the surrounding area:

- 1. Street Repair and Improvements/Paving \$2,000,000
- 2. Shipyard Expansion (Public Process) \$15,000
- 3. N. Side of Harbor Extend Parking and Walkway Conceptual Design \$10,000
- 4. Comprehensive Plan Update \$75,000
- 5. Code Updates \$25,000
- 6. Sidewalks between HS and Harbor Loop a portion of SW 2 & SW 6 \$250,000
- 7. Survey City roads and property \$40,000
- 8. Water/Sewer Infrastructure as needed
- 9. Unfinished Baler Development

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend a capital improvement list to the City Council of the City of Cordova, Alaska.

PASSED AND APPROVED THIS 8TH DAY OF SEPTEMBER, 2015

John Greenwood, Chair

ATTEST:

Samantha Greenwood, City Planner

Memorandum

To: City Council From: Planning Staff

Date: 9/9/15

Re: Ordinance 1136 – Code Change for Chapter 19.04 – Flood Protection

PART I – GENERAL INFORMATION

In order to participate in the National Flood Insurance Program (NFIP), the City is required to adopt floodplain management regulations that meet the standards of the NFIP and to adopt the new Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) prior to December 16, 2015.

Chapter 19.04 of the Cordova Municipal Code was reviewed by State FEMA officials who provided several adjustments in order to fully comply with NFIP standards. Most of these changes are in the "Definitions" section of the code.

After the Planning Commission passed Resolution 15-11 (attached), State officials advised staff to make several nonconsequential changes to some of the wording in the proposed code change. These changes have been incorporated in the ordinance.

The FIS and FIRM are available prior to the meeting in the Library Meeting Room and online at:

 $\frac{https://www.commerce.alaska.gov/web/dcra/PlanningLandManagement/RiskMAP/CityofCordovaRisk$

PART II – BACKGROUND

8/25/14 – Preliminary FIS and FIRM released.

9/23/14 – FEMA officials in town for a Community Coordination and Outreach Public Open House.

10/31/14 – Revised Preliminary FIS and FIRM released.

1/2/15 – 90 Day appeal period for maps began.

3/11/15 – FEMA responded to staff comments on the FIRM and made changes to several panels.

6/16/15 – FEMA issued the City a Letter of Final Determination stating that the FIS and FIRM will become effective 12/16/15, and that they need to be adopted by the City prior to that date.

7/14/15 – The Planning Commission passed Resolution 15-11, recommending to the City Council to amend Chapter 19.04.

PART II - SUGGESTED MOTION

"I move to adopt Ordinance 1136."

CITY OF CORDOVA, ALASKA ORDINANCE 1136

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING CORDOVA MUNICIPAL CODE CHAPTER 19.04 – FLOOD PROTECTION TO AMEND SECTIONS 19.04.010, 19.04.100, 19.04.150, 19.04.230, AND 19.04.270 AND ENACT SECTIONS 19.04.275, 19.04.276, AND 19.04.277 TO COMPLY MORE FULLY WITH THE NATIONAL FLOOD INSURANCE PROGRAM STANDARDS AND TO AMEND SECTION 19.04.090 TO ADOPT THE DECEMBER 16, 2015 FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAP

WHEREAS, the City of Cordova, Alaska ("City") was advised to change and add definitions and to add sections on floodways and equalizing hydrostatic load to the existing code in order to ensure full compliance with the National Flood Insurance Program standards; and

WHEREAS, it is in the City's best interest to stay in compliance with National Flood Insurance Program requirements in order to protect the public from significant flooding events; and

WHEREAS, the City is required to adopt the December 16, 2015 Flood Insurance Study and Maps to continue to participate in the National Flood Insurance Program.

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

<u>Section 1.</u> The Cordova Code of Ordinances of Cordova, Alaska is hereby amended to read as follows:

Chapter 19.04 - FLOOD PROTECTION

19.04.010 Definitions.

19.04.020 Statutory authority.

19.04.030 Findings of fact.

19.04.040 Purpose.

19.04.050 Reduction of flood losses.

19.04.060 Interpretation.

19.04.070 Applicability.

19.04.080 Compliance required.

19.04.090 Basis for establishing the areas of special flood hazard.

19.04.100 Development permit.

19.04.110 City manager—Administration.

Ord. 1136 Page 1 of 9 19.04.120 City manager—Duties generally.

19.04.130 City manager—Permit review.

19.04.140 City manager—Use of other base flood data.

19.04.150 City manager—Further information to be obtained.

19.04.160 City manager—Alteration of watercourse.

19.04.170 City manager—Interpretation of FIRM boundaries.

19.04.180 Standards and specifications—Generally.

19.04.190 Subdivision proposals.

19.04.200 Review of building permits.

19.04.210 Anchoring.

19.04.220 Construction materials and methods.

19.04.230 Utilities.

19.04.240 Standards and specifications—Areas of special flood hazard.

19.04.250 Residential construction.

19.04.260 Nonresidential construction.

19.04.270 Manufactured (mobile) homes.

19.04.275 Recreational vehicles.

19.04.276 Floodways.

19.04.277 Equalizing hydrostatic load.

19.04.280 Appeals.

19.04.290 Variances.

19.04.300 Conflict of provisions.

19.04.310 Liability.

19.04.010 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter it's its most reasonable application.

- A. "Appeal" means a request for a review of the city manager's interpretation of any provisions of this chapter or a request for a variance.
- B. "Area of shallow flooding" means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and, velocity flow may be evident.
- C. "Area of special flood hazard" means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. for regulatory purposes, the areas designated as subject to the "100 year flood," "base flood," and "one percent flood" on the Flood Insurance Rate Maps issued by the National Flood Insurance Program (NFIP) and other Flood Hazard Studies used by the city for similar purposes. Also known as "Special Flood Hazard Area."
- D. "Base flood" means <u>a the flood that has having</u> a one percent chance of <u>occurring in any</u> given year as determined by NFIP guidelines. Also known as "One Percent Flood" and "100 year flood." being equaled or exceeded in any given year.
- E. "Development" means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard.
- E. "Base Flood Elevation (BFE)" means the elevation of surface water resulting from a flood that has a one percent chance of occurring in any given year. The elevation of the Base Flood.
- F. "Basement" means any area of the building, including any sunken room or sunken portion of a room, having its floor below ground level (subgrade) on all sides.
- G. "Development" means any manmade change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations located within the area of special flood hazard.
- <u>HF.</u> "Existing <u>manufactured</u> (mobile) home park or <u>manufactured</u> (mobile) home subdivision" means a parcel (or contiguous parcels) of land <u>divided into</u> two or more <u>manufactured</u> (mobile) home lots for rent or sale for which the construction of facilities for servicing the lot on which the <u>manufactured</u> (mobile) home is to be affixed (including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed before the effective date of the ordinance codified in this chapter.

- <u>IG.</u> "Expansion to an existing <u>manufactured</u> (mobile) home park or <u>manufactured</u> (mobile) home subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the <u>manufactured</u> (mobile) homes are to be affixed (including the installation of utilities, either final site grading or pouring of concrete pads, or the construction of streets).
- JH. "Flood" or "flooding" means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is the policyholder's property) from: of normally dry land areas from:
 - 1. The overflow of inland or tidal waters; and/or
 - 2. The unusual and rapid accumulation of runoff of surface waters from any source.
- **<u>K</u>I**. "Flood Insurance Rate Map" (FIRM) means the official map on which the Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
- **LJ**. "Flood Insurance Study (FIS)" means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood boundary-floodway map and the water surface elevation of the base flood.
- M. "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities, or structures with their contents.
- <u>NK</u>. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- O. "Freeboard" means an additional amount of height above the Base Flood Elevation used as a factor of safety (e.g., 2 feet above the Base Flood) in determining the level at which a structure's lowest floor must be elevated or flood proofed to be in accordance with State or community floodplain management regulations.
- **PL**. "Habitable floor" means any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A flood used only for storage purposes is not a "habitable floor."
- Q. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- R. "Historic building" means any building that is listed individually in the National Register of Historic places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; or Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a

registered historic district or a district preliminarily determined by the Secretary of the Interior to qualify as a registered historic district; or individually listed in a state inventory of historic places in states with preservation programs that have been approved by the Secretary of the Interior; or individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: a. by an approved state program as determined by the Secretary of the Interior; or b. directly by the Secretary of the Interior in states without approved programs.

- S. "Letter of Map Amendment (LOMA)" means an amendment to the currently effective FEMA map which establishes that a property is not located in a Special Flood Hazard Area. A LOMA is issued only by FEMA.
- T. "Letter of Map Revision (LOMR)" means an official amendment to the currently effective FEMA map. It is issued by FEMA and changes flood zones, delineations, and elevations.
- U. "Lowest Floor" means the lowest floor of the lowest enclosed area (including a basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage in an area other than a basement area, is not considered a building's lowest floor provided that such enclosure is not built so as to render the structure in violation of any other requirements.
- M. "Mobile home" means a structure that is transportable in one or more sections, built on a permanent chassis, and designed to be used with or without a permanent foundation when connected to the required utilities. It does not include recreational vehicle or travel trailers.
- V. "Manufactured (Mobile) Home" means a structure built on a permanent chassis, transported to its site in one or more section, and affixed to a permanent foundation. "Manufactured (mobile) home" does not include recreational vehicles.
- W. "Modular Building" means a building that is usually transported to its site on a steel frame or special trailer because it does not have a permanent chassis like a manufactured (mobile) home.
- NX. "New construction" means structures for which the "start of construction" commenced on or after the effective date of the ordinance codified in this chapter.
- "New <u>manufactured (mobile)</u> home park or <u>manufactured (mobile)</u> home subdivision" means a parcel (or contiguous parcels) of land divided into two or more <u>manufactured (mobile)</u> home lots for rent or sale for which the construction of facilities for servicing the lot (including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed on or after the effective date of the ordinance codified in this chapter.
- Z. "One-hundred-year flood" means a flood of a magnitude which can be expected to occur on the average of once every one hundred years. It is possible for this size flood to occur during any year. The odds are one to a hundred that this size flood will occur

- during a given year, but there is a one percent chance that a flood will occur each year. Also known as the "One Percent Flood", and the NFIP "Base Flood."
- AA. "Recreational Vehicle" means a vehicular-type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle. Also known as camper, and travel trailer.
- AB. "Special Flood Hazard Area (SFHA)" means an area having special flood, mudflow, or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map. Also the area subject to inundation by the "Base Flood", "One Percent Flood" and "100 year flood". Also known as Area of Special Flood Hazard.
- PAC. "Start of construction" means the first placement of permanent construction of a structure (other than a manufactured (mobile) home) on a site, such as the pouring of slabs or footings or any work beyond the stage of excavation. Permanent construction does not include preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not as part of the main structure. For a structure (other than a mobile home) without a basement or poured footings, the "start of construction" includes the first permanent framing or assembly of the structure or any part thereof on its piling or foundation. For manufactured (mobile) homes not within a manufactured (mobile) home park or manufactured (mobile) home subdivision, "start of construction" means the affixing of the manufactured (mobile) home to its permanent site. For manufactured (mobile) homes within manufactured (mobile) home parks or manufactured (mobile) home subdivisions, "start of construction" is the date on which the construction of facilities for servicing the site on which the **manufactured** (mobile) home is to be affixed (including, at a minimum, the construction of streets, either final site grading or the pouring of concrete pads, and installation of utilities) is completed.
- QAD. "Structure" means a walled and roofed building or mobile home that is principally above ground, and includes mobile homes, manufactured homes, and gas and liquid storage tanks or containers that are principally above ground.
- AE. "Substantial Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. All structures that are determined to be substantially damaged are automatically considered to be substantial improvements, regardless of the actual repair work performed. If the cost necessary to fully repair the structure to its before damage condition is equal to or greater than 50% of the structure's market value before damages, then the structure must be elevated (or floodproofed if it is non-residential) to or above the Base Flood Elevation (BFE), and meet other applicable NFIP requirements.

- AF. "Substantial improvement" means any reconstruction, rehabilitation, addition or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the "start of construction" of the improvement. Substantial improvement includes buildings that have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either any project for improvement of a building to correct existing state or local code violations or any alteration to a "historic building," provided that the alteration will not preclude the building's continued designation as a "historic building,"
- R. "Substantial improvement" means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure either:
 - 1. Before the improvement or repair is started; or
 - 2. If the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

- 1. Any project for improvement of a structure to comply with existing state of local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
- 2. Any alteration of a structure listed on the National Register of Historic Places or the State Inventory of Historic Places.
- SAG. "Variance" means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter. by a participating community from the terms of its floodplain management regulations.

19.04.090 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for the City of Cordova," dated April 2, 1979 December 16, 2015, with accompanying Flood Insurance Maps is adopted by reference and declared to be a part of this chapter. The Flood Insurance Study is on file at City Hall.

19.04.100 - Development permit.

A development permit shall be obtained before construction or development begins within any area of special flood hazard established in Section 19.04.090. The permit shall be for all structures including **manufactured** (mobile) homes, as set forth in Section 19.04.010, and for all other development including fill and other activities also as set forth in Section 19.04.010. Application for a development permit shall be made on forms furnished by the city and may include, but not be limited to: plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing. Specifically, the following information is required:

A. Elevation in relation to mean sea levelthe FIS and FIRM, of the lowest floor (including basement) of all structures;

- B. Elevation in relation to mean sea levelthe FIS and FIRM to which any structure has been flood proofed;
- C. Certification by a registered professional engineer or architect that the flood proofing methods for any nonresidential structure meet the flood proofing criteria in Section 19.04.260; and
- D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

19.04.150 - City manager—Further information to be obtained.

The city manager shall:

- A. Obtain and record the actual elevation (in relation to mean sea level<u>the FIS and FIRM</u>) of the lowest <u>habitable floodfloor</u> (including basement) of all new or substantially improved structures, and whether or not the structure contains a basement;
- B. For all new or substantially improved flood-proofed structures:
 - 1. Verify and record the actual elevation (in relation to mean sea level<u>the FIS and FIRM</u>), and
 - 2. Maintain the flood proofing certifications required in Section 19.04.100C;
- C. Maintain for public inspection all records pertaining to the provisions of this chapter.

19.04.230 - Utilities.

- A. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- B. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharge from the systems into flood waters.
- C. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.
- D. Electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located to prevent water from entering or accumulating within the components during conditions of flooding.

19.04.270 - Manufactured (mobile) homes.

- A. Manufactured (mobile) homes shall be anchored in accordance with Section 19.04.210.
- B. For new <u>manufactured (mobile)</u> home parks and <u>manufactured (mobile)</u> home subdivisions; for expansions to existing <u>manufactured (mobile)</u> home parks and <u>manufactured (mobile)</u> home subdivisions; for existing <u>manufactured (mobile)</u> home parks and <u>manufactured (mobile)</u> home subdivisions where the repair reconstruction or improvement of the streets, utilities and pads equal or exceeds fifty percent of value of the streets, utilities and pads before the repair, reconstruction or improvement has commenced; and for <u>manufactured (mobile)</u> homes not placed in a <u>manufactured (mobile)</u> home park or <u>manufactured (mobile)</u> home subdivision, require that:
 - 1. Stands or lots are elevated on compacted fill or on pilings so that the lowest floor of the **manufactured** (mobile) home **and the bottom of the I-beam** will be at or above the base flood level:
 - 2. Adequate surface drainage and access for a hauler are provided; and,

- 3. In the instance of elevation on pilings, that:
 - a. Lots are large enough to permit steps,
 - b. Piling foundations are placed in stable soil no more than ten feet apart, and
 - c. Reinforcement is provided for pilings more than six feet above the ground level.
- C. No <u>manufactured (mobile)</u> home shall be placed in a floodway, except in an existing <u>manufactured (mobile)</u> home park or existing mobile home subdivision.

19.04.275 Recreational vehicles.

In A1-30, AH, and AE zones, all recreational vehicles to be placed on a site must:

- A. Be elevated and anchored; or
- B. Be on the site for less than 180 consecutive days; and
- C. Be fully licensed and highway ready.

19.04.276 Floodways.

Development in floodways shall not increase upstream flood elevations. For streams and other watercourses where FEMA has provided Base Flood Elevations (BFEs), but no floodway has been designated, the community shall review floodplain development on a case-by-case basis to ensure that increases in water surface elevations do not occur and identify the need to designate a floodway if adequate information is available.

19.04.277 Equalizing hydrostatic load.

For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are used solely for parking of vehicles, building access, or storage in an area other than a basement and which is subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing the entry and exit of floodwaters in accordance with the specifications in NFIP.

Section 2. This ordinance shall be effective thirty (30) days after its passage and publication. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

1st reading: September 16, 2015 2nd reading and public hearing: October 7, 2015

PASSED AND APPROVED THIS 7th DAY OF OCTOBER, 2015

	James Kacsh, Mayor
ATTE	ST:
	Susan Bourgeois, CMC, City Clerk

CITY OF CORDOVA, ALASKA PLANNING COMMISSION RESOLUTION 15-11

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CORDOVA, ALASKA, RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA TO AMEND CHAPTER 19.04 OF THE CORDOVA MUNICIPAL CODE IN ORDER TO ADOPT THE DECEMBER 16, 2015 FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAP AND TO COMPLY MORE FULLY WITH THE NATIONAL FLOOD INSURANCE PROGRAM STANDARDS

WHEREAS, the City is required to adopt the December 16, 2015 Flood Insurance Study and Maps to continue to participate in the National Flood Insurance Program; and

WHEREAS, the City was advised to change and add definitions and to add sections to the existing code in order to more fully comply with the National Flood Insurance Program standards; and

WHEREAS, the Planning Commission has reviewed the December 16, 2015 Flood Insurance Study and Flood Insurance Rate Map and the proposed amendments to Chapter 19.04 – Flood Protection; and

WHEREAS, the Planning Commission has determined that the proposed amendments are in accordance with the purpose of Title 19; and

WHEREAS, the Planning Commission recommend to City Council to accept the proposed amendments.

NOW, THEREFORE BE IT RESOLVED THAT the Planning Commission of the City of Cordova, Alaska hereby recommend to the City Council of the City of Cordova, Alaska to amend Chapter 19.04 of the Cordova Municipal Code.

PASSED AND APPROVED THIS 14TH DAY OF JULY, 2015

ohn Greenwood, Chair

ATTEST:

Samantha Greenwood, City Planner

Memorandum

To: City Council From: Planning Staff Date: 9/9/2015

Re: Final Plat Request for "Logan Subdivision"

PART I – GENERAL INFORMATION

Requested Actions: Final Plat Approval

Applicant: Dan Logan and Sue Kesti

Legal Description: Lots 42 and 43 of US Survey 3601

Parcel Number: 02-106-727 and 02-106-729

Zoning: Unrestricted

PART II - BACKGROUND

9/8/2015: At the Planning Commission Regular Meeting the following occurred:

M/Bailer S/Frohnapfel to approve the final plat request for 'Logan Subdivision.'

Upon voice vote, motion passed 7-0.

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

This is the plat of Logan Subdivision, a subdivision of Lots 42 and 43 of US Survey 3601. Both lots meet the requirements of the Unrestricted District.

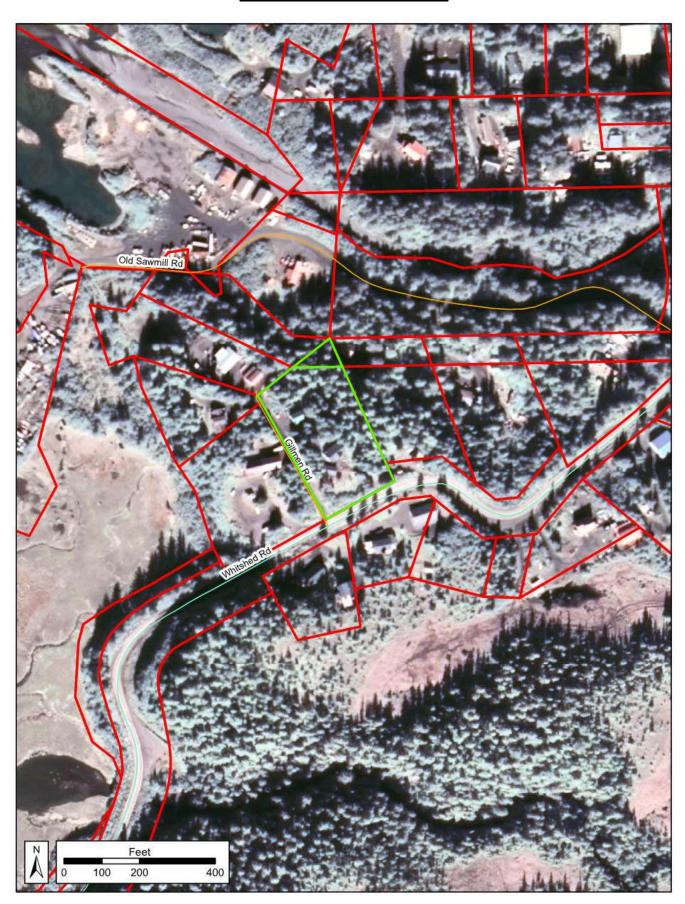
PART III - STAFF RECOMMENDATION

Staff recommends that the final plat for 'Logan Subdivision' be approved.

PART IV - SUGGESTED MOTION

"I move to approve Resolution 09-15-41"

Attachment A – Location Map



CITY OF CORDOVA, ALASKA RESOLUTION 09-15-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, APPROVING THE FINAL PLAT OF "LOGAN SUBDIVISION"

WHEREAS, the City Council of the City of Cordova, Alaska recognizes that the Planning Commission, having completed a review of the final plat, recommended at its September 8, 2015 Regular Meeting that the final plat be approved; and

WHEREAS, this is the plat of Logan Subdivision, a subdivision of Lots 42 and 43 of US Survey 3601; and

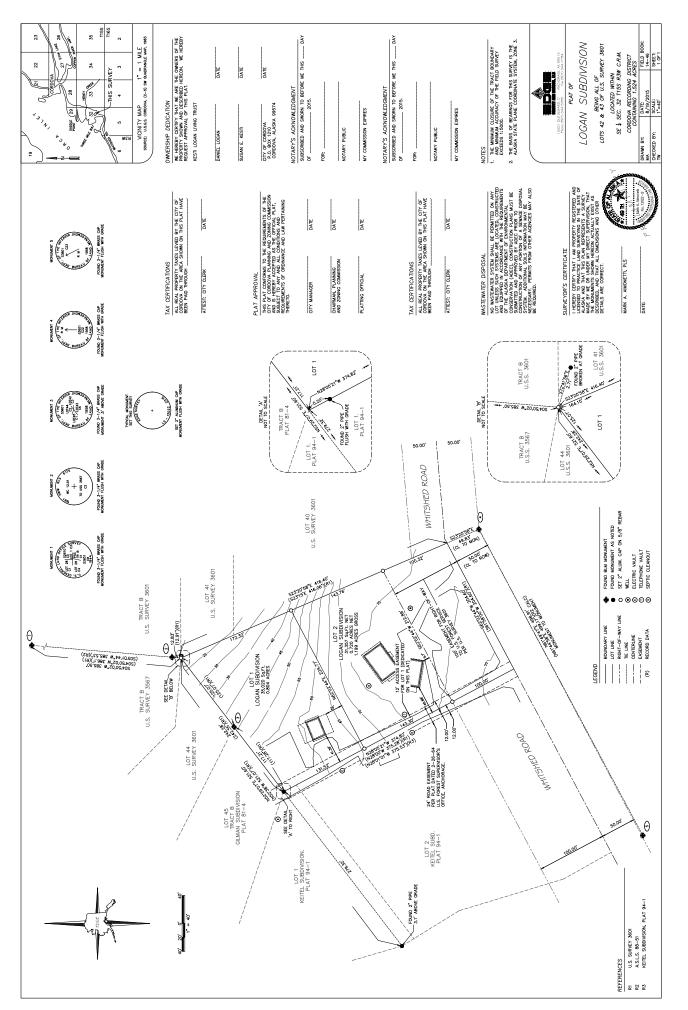
WHEREAS, the plat is subject to all conditions, easements, covenants, reservations, restrictions and rights of way of record; and

WHEREAS, the proposed subdivision is zoned Unrestricted District.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby approves the final plat of "Logan Subdivision" effective the date this resolution is approved.

PASSED AND APPROVED THIS 16th DAY OF SEPTEMBER, 2015

James Kacsh, Mayor
Attest:
Susan Bourgeois, CMC, City Clerk



Memorandum

To: City Council **From:** Planning Staff

Date: 9/9/15

Re: Final Plat Request of "Vacating A.T.S. 220 T-4, Lot 9 Cannery Row Subdivision Plat

2003-3 and U.S. Survey 829 Amended Creating: Copper River Seafood Tract A and Lot 9A"

PART I – GENERAL INFORMATION

Requested Actions: Final Plat Approval

Applicant: Dan Scott

Legal Description: ATS 220 T-4; Lot 9, Cannery Row Subdivision; and U.S. Survey 829 Amended

Parcel Number: 02-060-890, 02-053-509, 02-060-900

Zoning: Medium Density Residence

PART II - BACKGROUND

9/8/2015: At the Planning Commission Regular Meeting the following occurred:

M/Bailer S/McGann to approve the final plat request of "Vacating A.T.S. 220 T-4, Lot 9 Cannery Row Subdivision Plat 2003-3 and U.S. Survey 829 Amended Creating: Copper River Seafood Tract A and Lot 9A"

Upon voice vote, motion passed 7-0.

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

This plat is titled "Vacating A.T.S. 220 T-4, Lot 9 Cannery Row Subdivision Plat 2003-3 and U.S. Survey 829 Amended Creating: Copper River Seafood Tract A and Lot 9A". All lots meet the requirements of the Medium Density Residence District.

PART III – STAFF RECOMMENDATION

Staff recommend that the final plat be approved.

PART IV - SUGGESTED MOTION

"I move to approve resolution 09-15-42"

Attachment A – Location Map



CITY OF CORDOVA, ALASKA RESOLUTION 09-15-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, APPROVING A FINAL PLAT TITLED "VACATING A.T.S. 220 T-4, LOT 9 CANNERY ROW SUBDIVISION PLAT 2003-3 AND U.S. SURVEY 829 AMENDED, CREATING: COPPER RIVER SEAFOOD TRACT A AND LOT 9A"

WHEREAS, the City Council of the City of Cordova, Alaska recognizes that the Planning Commission, having completed a review of the final plat, recommended at its September 8, 2015 Regular Meeting that this final plat be approved; and

WHEREAS, this is a plat titled "Vacating A.T.S. 220 T-4, Lot 9 Cannery Row Subdivision Plat 2003-3 and U.S. Survey 829 Amended Creating: Copper River Seafood Tract A and Lot 9A"; and

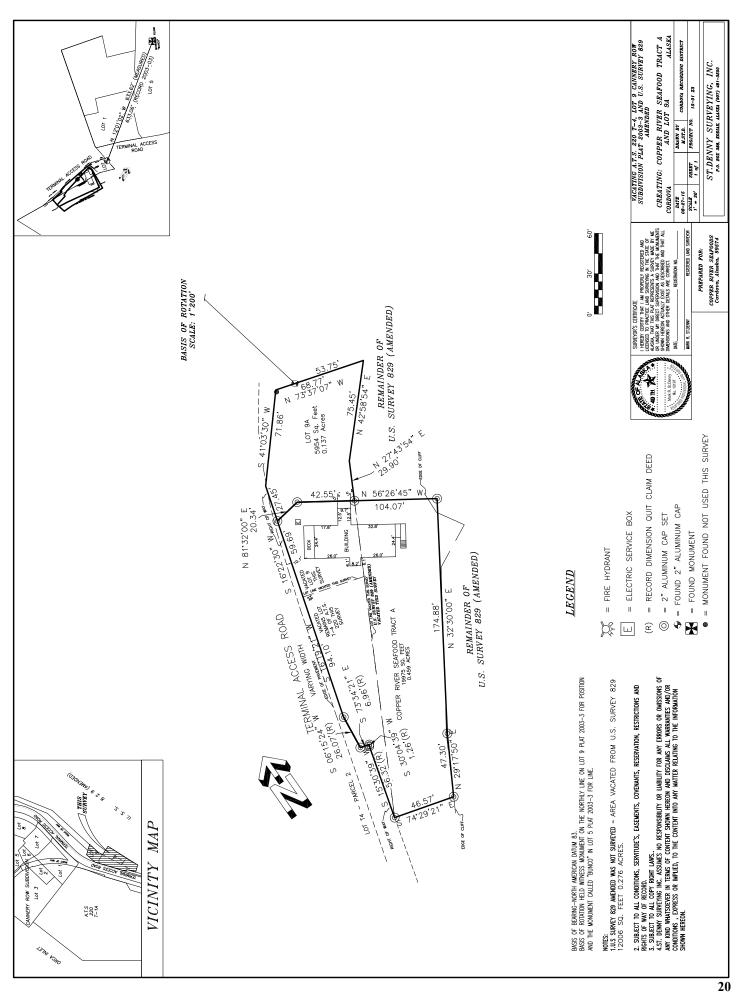
WHEREAS, the plat is subject to all conditions, easements, covenants, reservations, restrictions and rights of way of record; and

WHEREAS, the proposed subdivision is zoned Medium Density Residence District.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Cordova, Alaska hereby approves this final plat titled "Vacating A.T.S. 220 T-4, Lot 9 Cannery Row Subdivision Plat 2003-3 and U.S. Survey 829 Amended Creating: Copper River Seafood Tract A and Lot 9A" effective the date this resolution is approved.

PASSED AND APPROVED THIS 16th DAY OF SEPTEMBER, 2015

James Kacsh, Mayor
Attest:
Susan Bourgeois, CMC, City Clerk



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		DATE DRAWN BY CORDOVA RECORDING DISTRICT 08-27-15
		ST. DENNY SURVEYING, INC. P.O. BOX 388, KOBLAK, ALASKA (367) 481-3800



Preserving Cordova's past for the future... A community museum and educational facility.

PO Box 391, 622 First Street, Cordova Alaska 99574 www.cordovamuseum.org

Ma yor Kacsh City Council

September 8, 2015

Dear Mayor Kacsh and Councilors,

The Cordova Historical Society would like to request an exceptional use permit to City Ordinance 6.12.030 regarding the allowance of alcoholic beverages within a municipal building (The Cordova Center) for a special event, the Alaska Historical Society/Museums Alaska Annual Conference being held here in Cordova for the first time since 1988.

There will be two events at which we would like to serve beer, wine and liquor. The first is on Wednesday evening, September 30th which is the opening reception for the conference from 6:00 pm until 7:30 pm (beer and wine only). The second is the Awards Banquet on Friday, October 2nd from 6:00 pm until 9:00 pm (beer, wine, limited liquor selection).

The se events will be manned by Cordova Historical Museum staff as well as staff from the Reluctant Fisherman Inn and volunteers from the Cordova Historical Society.

Thank you for considering our request.

Cordova Historical Society

Suggested motion: Move to approve the Cordova Historical Society's request for an exceptional use permit per CMC 6.12.040.

6.12.030 Alcoholic beverages—Consumption in public places.

- A. It is unlawful for any person to consume any alcoholic beverage on any public street, alley or highway within the city limits or in or upon the grounds of any city building or property, except as permitted by ordinance, use permit or regulation.
- B. It is unlawful for any person to possess any open bottle, can, or other receptacle, containing any alcoholic beverage on any public street, sidewalk or alley within the city limits or in or upon the grounds of any municipal building or property, except as permitted by ordinance, use permit or regulation.
- C. The city council is authorized to designate public areas and places within the city limits, in addition to those specified in subsection A and B of this section, in which the consumption of alcoholic beverages or possession of open alcoholic beverage containers is prohibited, and to cause signs to be posted in such areas or places advising members of the public of the prohibition.

(Ord. 835 (part), 1999).

6.12.040 Exceptions.

The city council is authorized by use permit to except any public street, alley, highway, city building or city property from Section 6.12.030.

(Ord. 835 (part), 1999).

CITY COUNCIL REGULAR MEETING SEPTEMBER 2, 2015 @ 7:00 PM LIBRARY MEETING ROOM MINUTES

A. CALL TO ORDER

Mayor James Kacsh called the Council Regular Meeting to order at 7:00 pm on September 2, 2015 in the Library Meeting Room.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor James Kacsh led the audience in the Pledge of Allegiance.

C. ROLL CALL

Present for roll call were *Mayor James Kacsh* and Council members *Kristin Carpenter*, *Tom Bailer*, *Robert Beedle* and *Dave Reggiani*. Council member *Tim Joyce* was present via teleconference. Council members *Josh Hallquist* and *James Burton* were absent. Also present were City Clerk *Susan Bourgeois* and City Manager *Randy Robertson*.

D. APPROVAL OF REGULAR AGENDA

M/Reggiani S/Bailer to approve the Regular Agenda.

Vote on motion: 5 yeas, 0 nays, 2 absent. Burton-absent; Joyce-yes; Beedle-yes; Hallquist-absent; Carpenter-yes; Reggiani-yes and Bailer-yes. Motion was approved.

E. DISCLOSURES OF CONFLICTS OF INTEREST

Reggiani said he is conflicted on agenda item 14 as he is the executive director of PWSAC. **Mayor Kacsh** agreed to that conflict. **Beedle** wondered if he had a conflict as he sits on the PWSAC Board of Directors. **Mayor Kacsh** believed **Beedle** was not conflicted and asked Council if they agreed; council members weighed in and agreed that **Beedle** did not have a conflict and could vote on the item.

F. COMMUNICATIONS BY AND PETITIONS FROM VISITORS

- 1. Guest Speaker *Arni Thomson* of Alaska Salmon Alliance (ASA) on the McDowell Group study "The Economic Impact of the Seafood Industry in Southcentral Alaska". *Thomson* said that ASA is an organization consisting of seafood processors and commercial fishermen of the Cook Inlet area and they were supported by a couple of banks and transportation companies that helped finance this McDowell report. ASA has expanded its area from just Cook Inlet to also include the Mat-Su area, Anchorage and Prince William Sound. He pointed out that many groups have done reports such as this one but the difference is that the focus this time was the **secondary** impacts of the fishing industry. This was studied regionally, not in any one specific town. *Thomson* believes that a regional conversation is needed. He believes that the communities, i.e. the Mayors and/or City Councils should instigate the communication, not necessarily a trade group like ASA. He thinks the actual commercial fishing communities are themselves aware of the significance of the seafood industry but Anchorage and the Mat-Su Valley are not very versed in the value of the seafood industry to the regional economy. *Carpenter* thanked him for the great information and just wondered what we could now do with this; she imagined we should speak to Anchorage and Mat-Su legislators about this information, keep raising awareness, etc. *Thomson* agreed, he said the chambers of commerce in such places as Kenai, Soldotna, etc. are interested in the same thing getting conversations regionally with Anchorage and Mat-Su. He said, informally, by the City Councils, etc. would most helpful because it indicates grassroots support.
- 2. Audience comments regarding agenda items none
- 3. Chairpersons and Representatives of Boards and Commissions

Beedle said the Harbor Commission had a special meeting and discussed the breakwater fill sale. They understood it was not the Harbor Commission's decision to sell but instead they broke it down to three things: 1) continuity of the breakwater – they'd like to see the integrity of the breakwater in a contract; 2) the nav (navigational) light – they want that taken into account with the sale. The USFS lease renewal of the warehouse on the dock was discussed. **Beedle** said the Harbor Commission also discussed an engineer coming in to give potential designs for dock systems i.e. an assessment of it, \$8K or so needed for that.

Carpenter said HSB hasn't met but there is a cash flow concern at CCMC – there may need to be a special meeting scheduled before too long. She will bring this up at Pending Agenda. *Sundby* added that a female physician has been hired and she will start in March.

Planning & Zoning Commission – Bailer had nothing to report.

School Board - Barb Jewell mentioned that the Board meets next week and a couple of members will be attending the State School Board Association Training next weekend with a focus on social/emotional learning. Then the week after, the State School board liaison will be in town to help with the Board's evaluation and to help set goals for the coming year. Alex Russin, superintendent, said that school began Monday and right now numbers are at 365 students which is about 40 above the number that was anticipated. However, with some seasonal kids still here, he anticipates it might level out at more like 350 for enrollment which is good. He reported that there was a great weeklong in-service with returning teachers and support staff. He hopes people have noted the daily updates on the sign board, the high school principal is being attentive to that so as to update the community on events.

G. APPROVAL OF CONSENT CALENDAR

Mayor James Kacsh informed Council that the Consent Calendar was before them

- 4. Ordinance 1133 an ordinance of the City Council of the City of Cordova, Alaska exempting the sale of City owned personal property from the sealed bid and advertising requirements of Title 5, Chapter 5.14 of the Cordova Municipal Code and permitting disposal via alternative forms of competitive bidding, including public auction, and declaring an emergency—only reading
- **5**. Record excused absences for Council members Burton and Reggiani and the unexcused absence of Council member Hallquist from the August 19, 2015 Regular Council meeting

Beedle called out item four. Mayor Kacsh placed it under Ordinances and Resolutions, after item 12.

Vote on the consent calendar: 5 yeas, 0 nays, 2 absent. Beedle-yes; Joyce-yes; Hallquist-absent; Bailer-yes; Carpenter-yes; Burton-absent and Reggiani-yes. Consent calendar was approved.

H. APPROVAL OF MINUTES

M/Bailer S/Reggiani to approve the minutes.

6. 08-19-15 Regular Meeting Minutes

Vote on motion: 5 yeas, 0 nays, 2 absent. Joyce-yes; Bailer-yes; Burton-absent; Beedle-yes; Reggiani-yes; Hallquist-absent and Carpenter-yes. Motion was approved.

I. CONSIDERATION OF BIDS - none

J. REPORTS OF OFFICERS

- 7. Mayor's Report *Mayor Kacsh* said he has had a conversation with *Kerin Kramer* of NVE and they would like to get the NVE Tribal Council and City Council together for a work session. *Mayor Kacsh* asked *Joanie Behrends* to speak to Council about some training opportunities that will be occurring in Cordova. She mentioned that she is in process of rewriting the oil spill part of the Emergency Operations Plan. She said there will be a major exercise in Cordova conducted by Shoreside (acting as the responsible party) and also later in March the sub-area plan will be in Cordova (first time anywhere but Valdez). *Robertson* said it would be well over 100 people coming here and using the Cordova Center. *Behrends* invited Council to participate in the drill on September 29 by coming down to City Hall at any time that day to learn about the process.
- **8**. Manager's Report *Robertson* praised *Behrends* for all of her work that has led to the USCG bringing the exercise to Cordova. *Robertson* mentioned the visit of *Senator Dan Sullivan* he said that he, *Tony (Schinella)*, the senator and Alexis of CDFU walked the docks and the senator got the point, realized the condition. He has asked us for details. He and his office have said they will help, also we discussed LT2 with him and he wanted more information on that. Refuse truck is in, and he thanked Council they made it happen. The City shop is being sided, weather dependent that will be completed this year. *Robertson* gave Council some feedback on the self-funded health insurance that we have pursued. Basically, he said that with three months of data so far, we are off to a reasonably good start.

Council questions: *Bailer* said he was happy to see them working on the City shop but he had a question about the decision to use 2 x 6 purlins, he said it seems like over (kill), you could use a 1 x 4 which would save you 50%. Or a 2 x 4 could save you 35%. He said it doesn't seem like a very cost-effective way to do things if budgets are tight. *Robertson* said he would have to look into that – he was not prepared to speak to that tonight. *Bailer* asked about the LT2 project and what we have done with that. *Robertson* said we put the suggestions out to the engineers and they would be getting back to us with change orders. *Bailer* said he wanted to discuss it a little further, he said he was upset that they got the answers to his questions handed out after the motion was on the table. Then he said the answers are full of misinformation which is given to Council to make decisions with. He said there is no building science that will speak to the use of pressure treated wood – they spec'd 100% of building materials to be pressure treated for no reason at all. He figured that to be \$12k for no reason, when we have tight budgets. *Bailer* also had comments regarding the choice of siding and the price differentials and the use of fasteners in how to attach the siding to the cement. He also

said that the answers to his question about snow load was referencing the wrong wall – he said it just doesn't make sense he wanted to know what are we paying the engineers for and he wondered whether staff was not looking at these and asking questions. Bailer said it is certainly not Council's purview, he can see at least \$20k being wasted on this project. He said this is all really discouraging. Bailer moved on to the proposal that is out for the Baler workroom and safety upgrades. He said anything over \$25k is Davis-Bacon wages so why not break this up. Robertson said an employee of the State labor and wages section has given guidance on exactly how to do this and it would be breaking federal law to intentionally break up the project. Robertson said that he is not a builder by any means but we have a world class engineer who graduated from West Point, has owned his own company, has been involved in billion dollar projects (*Rich Rogers*, PE – City of Cordova PWD). Collectively we hired an engineering firm that has the expertise in how to do this; he understands that there are some professional differences, *Robertson* said he has had private conversations with Bailer and has emailed him, has asked for details written down, he hasn't heard back from him, he asked *Bailer* to work with us, come in and talk to us. Don't use this forum, the council meeting time, because now is too late. Bailer said he did give him the questions 2 weeks ago. Robertson said he didn't give them to him, he gave them to Bennett - Bennett said, yes on the pricing. Robertson encouraged Bailer again, to come and sit down with them at City Hall. Bailer had another request; he said it was by happenstance that he found out about this proposal because he heard it from another contractor. He wants the City to contact the contractor's when something is out for bid. He said not everyone listens to the radio or gets the newspaper and it costs money to join the Plans Room. Staff mentioned that if Contractors get on the e-news list they would ensure hearing about such RFPs, otherwise the City complies with the advertising that is required per Code.

a. Cordova Center update report – *Robertson* said it's a mad rush to get it open for the conference. There are 125 people showing up at the end of the month for the conference. *Bennett* said a lot of the civil is going on now, Harris should be here after Labor Day weekend. Tomorrow a bunch of visitors will be in for substantial completion inspections (MRV, mechanical engineer, 2 reps from Dawson). Punch lists being created. Furniture delivery 9/14 and 9/15 – office equipment and conferencing equipment.

9. City Clerk's Report – *Bourgeois* said she has a written report in packet.

K. CORRESPONDENCE

- 10. Letter from USCG re oil spill response equipment 07-29-15
- 11. Letter from Robertson to Kramer of NVE in re Ilanka grant support 08-24-15

L. ORDINANCES AND RESOLUTIONS

12. Ordinance 1134 an ordinance of the City Council of the City of Cordova, Alaska, repealing and reenacting Cordova Municipal Code Chapter 18.08 and amending Chapter 18.39 to expand permitted uses and to generally update and consolidate the requirements of the Waterfront Commercial Park District – 1st reading

M/Bailer S/Reggiani to adopt Ordinance 1134 an ordinance of the City Council of the City of Cordova, Alaska, repealing and reenacting Cordova Municipal Code Chapter 18.08 and amending Chapter 18.39 to expand permitted uses and to generally update and consolidate the requirements of the Waterfront Commercial Park District

Joyce said this was forwarded from P&Z and it clarifies some issues and has been reviewed by attorney. There was some discussion about the changes in principal uses. **Carpenter** moved an amendment but after some discussion it was withdrawn when Council was able to understand more clearly the commission's intent. Basically, the addition of "retail sales" as a principal use captured the majority of the anticipated businesses there.

Vote on motion: 4 yeas, 1 nay, 2 absent. Carpenter-yes; Hallquist-absent; Bailer-yes; Beedle-yes; Burton-absent; Reggiani-no and Joyce-yes. Motion was approved.

12a. 4. Ordinance 1133 an ordinance of the City Council of the City of Cordova, Alaska exempting the sale of City owned personal property from the sealed bid and advertising requirements of Title 5, Chapter 5.14 of the Cordova Municipal Code and permitting disposal via alternative forms of competitive bidding, including public auction, and declaring an emergency – only reading

M/Carpenter S/Joyce to adopt Ordinance 1133 an ordinance of the City Council of the City of Cordova, Alaska exempting the sale of City owned personal property from the sealed bid and advertising requirements of Title 5, Chapter 5.14 of the Cordova Municipal Code and permitting disposal via alternative forms of competitive bidding, including public auction, and declaring an emergency.

Joyce said he thinks this is still a competitive bid process. We may be changing code soon, this is the way to handle an auction now, until we do that which takes some time. He thinks it's a valid way of getting rid of some equipment. His recommendation is to pass this allow staff to maybe have a live auction, at the same time direct staff to change the code on this.

Vote on motion: 5 yeas, 0 nays, 2 absent. Hallquist-absent; Reggiani-yes; Bailer-yes; Beedle-yes; Carpenter-yes; Joyce-yes and Burton-absent. Motion was approved.

M. UNFINISHED BUSINESS

13. CIP List/Resolution quarterly City Council item – direction to staff

Reggiani suggested that we keep the list until we are closer to the legislative session. Council concurred also that we should look maybe while we are looking at budget.

N. NEW & MISCELLANEOUS BUSINESS

14. Council confirmation of **Mayor Kacsh's** appointment of the City of Cordova representative to the PWSAC Board of Directors – *Reggiani* left the table and the room due to his conflict on this matter. Council contemplated this and no names had come to mind specifically, it was decided to find someone who was interested timely enough to vote on this at the next regular meeting.

15. Pending Agenda, Calendar, Elected & Appointed Officials lists

Mayor Kacsh said they had to schedule a special for CCMC – it was set for noon on Tuesday, September 8, 2015 in the Library.

O. AUDIENCE PARTICIPATION - none

P. COUNCIL COMMENTS

16. Council Comments

Bailer said patience=profit, fear=loss – he heard this recently about the stock market – so he said, be patient, it will come around.

Beedle said as far as the proposal for these buildings – there was someone interested who didn't know anything about it. Every time he suggests alternative advertising it is shot down. He wished people would consider non-traditional advertising.

Carpenter said that she was at the baler the other day and she was very impressed with how great it looks, there were signs directing people where to go, it was well-maintained. She wants to commend Aaron Muma and his staff. She also mentioned a community meeting on Wednesday September 9 @ 7pm in Mt. Eccles on Elodea (invasive weed in the lake).

At 8:52 pm Mayor Kacsh called for a 3 minute recess; there was no objection.

Council was back in the regular session at 8:56 pm.

Q. EXECUTIVE SESSION

17. Breakwater Fill Lot negotiation

Robertson added an item under #4 – the Quorum Health contract

M/Carpenter S/Bailer to go into an executive session to discuss matters the immediate knowledge of which would clearly have an adverse effect on the finances of the government, specifically the Breakwater Fill Lot negotiation and the hospital management contract with QHR

Vote on motion: 5 yeas, 0 nays, 2 absent. Beedle-yes; Carpenter-yes; Burton-absent; Hallquist-absent; Bailer-yes; Reggiani-yes and Joyce-yes. Motion was approved.

Council entered executive session at 8:57 pm and was back in regular session at 10:05 pm. *Mayor Kacsh* stated that direction was given to the City Manager regarding negotiations.

R. ADJOURNMENT

M/Reggiani S/Bailer to adjourn.

Hearing no objections the meeting was adjourned at 10:05 pm.

Appro	oved: September 16, 2015	
Attest:	:	
	Susan Bourgeois, CMC, City Clerk	

Mayor's Report for 9-16-2015

Met with Bob Henrichs, President of NVE Tribal Council to discuss health care in Cordova and challenges at CCMC. We also discussed the potential Joint Work session with NVE Tribal Council and City Council to share goals and ideas with the two organizations. There is always potential to help each other. We can discuss timing during Pending Agenda, and I will help set this up.

Will be contacting Arni Thomson of Alaska Salmon Alliance and other Coastal Community Leaters to help organize a gathering to educate and inform State Legislators of the importance of the Seafood Industry before the next session.

CORDOVA CENTER THE FOR THE COMMANTY

9 September 2015

Cordova Center Progress Update

SCHEDULE

• Currently Continued Trimout, Glass install, Civil Site Work

• 14 Sep First Furniture Delivery and Setup

• 20 Sep Asphalt Paving

• 21 Sep Electrical Life Safety Inspection, AV Install, Arctic IT Install

25 Se p
29 Se p - 02 Oct
Host State Conference

CONSTRUCTION

See We ston's Weekly Construction Update (emailed out every Thursday)

• Pay Request # 10 (August) Under Review \$790,113

• 160 RFIs submitted (1 open)

CAPITALCAMPAIGN

As of September 9, 2015

2014-15 Cordova Center Capital Campaign

Total Cash Donations received 2014 & 2015	\$	366,132
Individuals (150+),		154,033
Businesses & Corporations (31)		238,700
Non-profits/groups (11)		26,411
Total Pledges (12) to receive by 9/30/2015	\$	53,013
Total in-kind donations	\$	24,250
TOTAL Pledges, Cash & in-kind Donations 2014-15	\$	443,395

CORDOVA CENTER COMMITTEE

- Grand Opening Date has been selected and is set for Friday, November 6th. A 'save-the-date' postcard has been created by the committee and has been sent out. Program is being developed. The Governor and It. Governor have been invited.
- Included in yourpacket is the "trial" rates we are using for 2015 and 2016 and a Facility Guide. The Committee hopes there will be an opportunity to review the rates at the end of 2015 with a small number of bookings and again in 2016 with a full year of bookings.
- Also included is a tentative 'move plan' for the next three months of fun!

Cordova Center 2015 -2016 Bookings

Alaska Historical Society/Museums Alaska Annual Conference	150-175	Sept/Oct 2015
Governor's Council on Disabilities and Special Education	20-25	October 5, 2015
Alaska Mental Health Board/Board on Alcoholism and Drug Abuse	30-45	Oct 12-14, 2015
Martha Redbone Roots Project (Concert)		Oct 14, 2015
Stage of the Tide Theater Production		Dec 4-5, 2015
Burton Wedding Reception		TBD
PWS Sub Area Committee	50	Feb 24-25, 2016
Wedding		Feb 27, 2016
Wedding	150	May 7, 2016
Gansey Project (Net Loft)	150-200	Jun24-Jul3 '16
PWS-RCAC	65	Sept 14-16 '16
Alaska Power Authority	110-150	Sept 20-23 '16
National Hydropower Assoc. (AK Region)	100-150	Sept 24-27 '16
Alaska Bird Conference	100	Dec 9-11 '16

Cordova - a destination of choice

Make your next event one your guests will remember. Cordova Alaska is a friendly, inviting town with historic charm and modern amenities. A rich fishing history, vibrant Alaska Native culture, and a thriving arts community, we are set in the midst of the 400,000 acre Copper River Delta surrounded by expansive old-growth forest and abundant wildlife.

Host you next meeting or convention in Cordova. Take advantage of our state-of-the-art meeting facilities, then step out the door to a wilderness adventure!

The Cordova Center

The Cordova Center is a multi-use, 34,000 square foot facility that houses the Cordova Public Library and Cordova Historical Museum and the administrative offices for the City of Cordova. In addition to these essential functions, the Center offers spaces for meetings, conferences, performances and other activities and events.

Contact Us

Cordova Center Administrative Group

601 First Street PO Box 1210 Cordova, AK 99574

Phone: 907-424-6665

Email: mbriggs@cityofcordova.net

Web: thecordovacenter.com



City of Cordova 601 First Street PO Box 1210 Cordova, AK 99574

Cordova Center Facility Guide



12BCITY OF CORDOVA

Intentionally off the beaten path....worth the journey.

The Cordova Center

It Started as a Dream....



In 2002, the community of Cordova began the planning for a community center to replace aging infrastructure and house the library, museum, city hall and provide performance and meeting spaces.

Inspired by the community....



For two years, folks in the community participated in meetings to determine the location, the components, and many other of the unique features in the Cordova Center that would make it special for visitors and residents alike.

And then came true!



The process was long and arduous for a community of less than 2500 people, but the journey has been worth the effort. We hope the Cordova Center stands as a testament to what a determined group of folks can accomplish. And inspires those who come to use it.

Cordova Center Room Rates, Dimensions, and Seating Capacity

Regular – Non Cordova based Local – Cordova based

Room	Regular	Local	Hourly
Entire Facility	\$2,500	\$1,750	
Theater Complex	\$1,150	10% of gate	
Auditorium	\$750	10% of gate	\$75
Community Room A	\$250	\$150	\$25
Community Room B	\$200	\$100	\$20
A+B Undivided	\$375	\$250	\$30
Education Room	\$375	\$40	\$15
Project Room	\$100	\$5	\$15
Mayors Conference Room	\$100	\$20	\$15
Atrium (2nd Floor)	\$500	\$150	\$75
Atrium (3 rd Floor)	\$350	\$100	\$75
Museum Temporary Art	\$100	\$25	\$30
Gallery			
Library Fireplace Nook	\$50	\$15	\$15
Kitchen	\$200	\$100	\$25

Rooms Requested: Please check all or any you need.

I otal racility	
Theater Complex (Includes: Sets, sto	rage, stage, restrooms, dressing
rooms, AV, audito	rium, atrium, atrium restrooms and
project room. It do	oes not include the kitchen.
Auditorium	
Community Room A	Library Fireplace Nook
Community Room B	Kitchen
Rooms A and B (Undivided)	Education Room
Project Room	Mayors Conference Room
Atrium (2 nd floor)	Atrium (3 rd floor)
Museum Temporary Art Gallery	

Cordova Center Event Application

Event:

Event Date:

Start Time: End Time:

Applicant/Organization:

Contact Name:

Full Mailing Address:

Email:

Phone:

Applicant Category (For determination of rental rates and fees – please choose one.)



Regular (Non-Covered Based)



Local (Cordova-Based)

Anticipated Number of attendees:

Will you event be open to the public?

Will there be an admission charge?

Will you be serving non-catered refreshments/food?

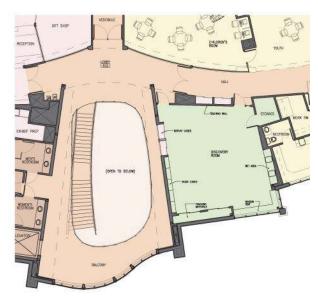
Will you be providing catered food service?

Will you be providing catered alcohol service?

The Cordova Chamber of Commerce (907.424.7260) can provide information on local catering businesses.

The Spaces

First Level



Education Room

822 Square Feet Seats approximately 35-45 people Similar to a classroom, it includes smartboard, whiteboards, projection capability, video conferencing capabilities and two sinks.

Museum Temporary Gallery

940 Square Feet Seats approximately 25-35 people. This flexible use room can be used separately from the rest of the museum.

This space is not AV intensive but does have a drop-down projection screen. Day use while the museum is open may require special considerations.

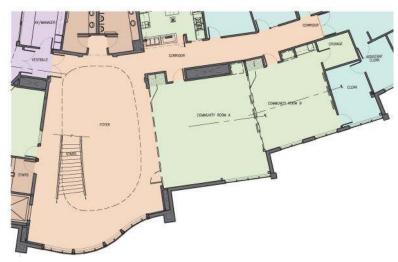
Library Fireplace Nook

50 Square Feet Seats approximately 10-12 people

This is a small and cozy area encased by local woodworking with comfortable chairs and a fireplace. Enough room for a small book club or board to meet. It is an intimate venue with wonderful ambiance.

The Spaces

Second Level



Community Room A

766 Square Feet Seats approximately 70-75 people

Community Room B

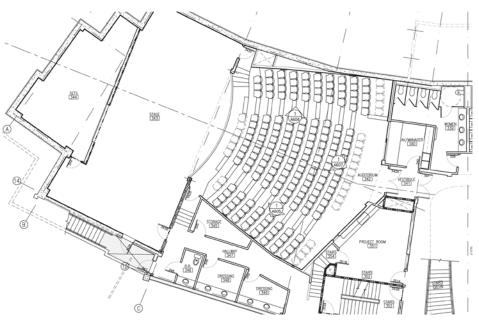
466 Square Feet Seats approximately 25-35 people These two rooms are separated by a high quality moveable wall, so the spaces can be used together or separately. Room A also has a moveable wall to the lobby/atrium space on the second floor, allowing special events and 'overflow' capacity, with loss of acoustic separation. Both rooms include drop down projection screens and AV capability. Room B includes a sink. Both include whiteboards and tack boards.

Mayors Conference Room

233 square Feet Seats approximately 12-15 people A quiet meeting space with whiteboard and tack board, useful for board meetings or committee meetings.

The Spaces

Second Level



Auditorium

3,813 Square Feet Seats approximately 206 people with ADA accessible seating.

The North Star Theatre features a sloped floor configuration with excellent acoustic and audiovisual capability. Designed for symposia, guest speakers and dance, theater and musical performances. The stage is also available for project-based rehearsal needs.

Project Room

286 Square Feet Seats approximately 10-15 people.

Designed as a general purpose room for a number of active, non-office needs such as art projects, extra theater dressing space and youth activities. It includes a sink and numerous whiteboards. It can also be used as a small breakout room.

September 2015

		<u>56</u>	CCITIBET 20			
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
C		0	9	10	11	12
13	14	15	16	17	18	19
				Artwork Install, 10 days		
					FFE Install, 3 days	
20	21	22	23	24	25	26
					Paving,	2 days
			Artwork Install, 10 days			•
	W 2 1		Terrork Install, 10 days			
FFE Insta	II, 3 days					
			AV Insta	ll, 7 days		
27	28	29	30			
Paving, 2 days			Mu	seum Conference, 5 da	ys	
Artwork Install, 10 c						
	AV Install, 7 days					
·						35

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()\	/ort		Tasks
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ID	Name	Start	Finish
22	Move Museum Store	Thu 9/10/15	Fri 9/18/15
23	Move Tools in Workshop	Mon 9/14/15	Fri 9/18/15
24	Install Bird Flew in Temp Gallery	Wed 9/16/15	Sat 9/19/15
5	Arctic IT Install	Mon 9/21/15	Fri 9/25/15
6	Photographer	Thu 9/24/15	Mon 9/28/15
7	Dishes and Linens onsite	Mon 9/21/15	Thu 9/24/15
25	Move Museum Offices	Mon 9/21/15	Tue 9/22/15
26	Install Permanent Gallery Pieces in Ziegler Gallery	Mon 9/21/15	Sat 9/26/15

October 2015

						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
			Mu	seum Conference, 5 d	ays	
4	5	6	7	8	9	10
			City Hall Mov			
			•	·		
11	12	13	14	15	16	17
	AK N	Mental Health Board, 3	days	Library Shelving Ar		
			Concert in Theater,		Library Shelving	Assembly, 5 days
18	19	20	21	22	23	24
	Librar	y Shelving Assembly, 5	days		Move Library, 6 days	
	Alaska Day Holiday					
	7 liaska Day Fronady					
25	26	27	28	29	30	31
		Move Libra	ıry, 6 days			
	Museum Temp Displays, 8 days					
				, , , , , , , , , , , , , , , , , , , ,		
						37
						3/

November 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
	Museum Temp D	isplays, 8 days				
	Artwork Fir	nal Install and Inspection	on, 3 days			
8	9	10	11	12	13	14
			Museum Mov	ve In , 27 days		
15	16	17	18	19	20	21
19	10		useum Move In , 27 da		20	21
			,	7 -		
22	23	24	25		27	28
		Mı	useum Move In , 27 da	ys		
	Building is Open fo					
29	30					
		Mi	useum Move In , 27 da	ys		
						38

	Ov	erflow Tasks	
D_	Name	Start	Finish
8.	Grand Opening	Fri 11/6/15	Fri 11/6/15

December 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
j		1		3		_
		M	useum Move In , 27 da	iys		
					Play In The	ater, 2 days
6	7	8	9	10	11	12
		M	useum Move In , 27 da	nys		
Play In Theater, 2 da						
13	14	15	16	17	18	19
	useum Move In , 27 day			,		
20	21	22	22	24	25	26
20	21	22	23	24	25	26
27	28	29	30	31		
						40

Susan Bourgeois

From: Belle Mickelson <bellemickelson@gmail.com>
Sent: Wednesday, September 02, 2015 10:42 AM

To: Kristin Carpenter; Tim Joyce; Tom Bailer; Robert Beedle; Joshua Hallquist; David

Reggiani; James Burton; Susan Bourgeois

Cc:Randy Robertson; Jim KacshSubject:Breakwater Fill Lot Negotiation

Dear Kristin, Tim, Tom, Robert, Josh, Dave, James, and Jim,

Thanks for all the time you put in on city business--and listening to citizens!

I am very concerned about the proposed sale of the Breakwater Fill Lot--our public land--and the finest piece of real estate in Cordova. I was comfortable with the sale of that land to the Science Center which has been a major contributor to the economy of Cordova for over 25 years. But since that negotiation fell through--I feel there should be a public discussion as to the highest value and best use of that land.

The city should be supporting main street businesses--existing restaurants and hotel buildings close to the Cordova Center--not establishments that would draw people away from Main Street. The Breakwater Fill Lot is a terrible location for a hotel--with 700+ boats in the harbor and every boat having to pass that location. Most have loud engines and during the summer months are operating at all hours and the day and night. I would like tourists coming to Cordova to have a wonderful experience sleeping peacefully and enjoying the Cordova we know and love year after year--rather than suffering through the heavy traffic of an industrial zone.

Parking and vehicle traffic is already an issue surrounding the Breakwater Fill, and will be compounded by the addition of a hotel.

Another issue is pedestrian safety for adults as well as families. Parents will need to take extra care with their kids due to the proximity to water as well as to the nearby docks and heavy vehicle traffic. Life jackets should be standard attire for these little ones.

Let's discuss as a community the use of this public land--that will be exponentially increasing in value every year!

Thanks for your consideration.

All my best,

Belle Mickelson Box 1362 Cordova, Alaaka 99574 424-5143

Susan Bourgeois

From: Julie Reynolds <alaskiejulie@gmail.com>
Sent: Tuesday, September 01, 2015 11:47 PM

To: Susan Bourgeois; Kristin Carpenter; Tim Joyce; Tom Bailer; Robert Beedle; Joshua

Hallquist; David Reggiani; James Burton

Subject: Breakwater fill lot discussion

Dear City Council,

I am writing to express my continued opposition to the lease/sale of the breakwater fill lot to the proprietors of the Salty Steer, George and Carrie Daskalos.

I understand that the Prince William Sound Science Center no longer wants the lot for its expansion. However, I still insist that a restaurant/hotel is not the best use of this land. It is public land and should therefore be put to the public for input as to how it would be best used. A park for families to welcome their fishermen home would be ideal. I would also fully support the Salty Steer or any seasonal food wagon to operate on this location.

While Cordova could certainly benefit from a new hotel with the Cordova Center being near completion, the noisy entrance to a working harbor is the last place a hotel should reside. From diesel engines running to and fro all hours of the day and night during the summer--our biggest tourist season--to the equally loud gull/cannery operations as well as the Coast Guard spot lights in the near vicinity and the bitter North wind in the winter for which the breakwater enhancement was built in the first place. All reasons that a hotel would not thrive in this location.

Lastly, I disapprove of the haste with which this property was given for lease/sale to George and Carrie Daskalos, vendors only of a food wagon--not a hotel--in operation less than a month, May 21 to June 17, before they were approved to lease/buy the most prime piece of waterfront property in Cordova. Where is the due diligence and vetting of the people interested in buying this most spectacular piece of public property? I would completely support their operating a food wagon seasonally, but wonder what experience they have in building or running a hotel and why they talk about setting up a non-profit to house terminally ill cancer patients in their hotel without the necessary medical facilities in town to support that? Are they really interested in supporting our tourism?

This lot was moved too quickly. Please involve the community in how to best use this public land and hold off on negotiations with the Salty Steer.

Thank you, Julie Reynolds 424-5141 alaskiejulie@gmail.com From: kinderabc123@gmail.com <kinderabc123@gmail.com>

Sent: Monday, September 07, 2015 11:32 AM

To: Jim Kacsh

Subject: Use of my stall

September 7, 2015

To Mayor Jim Kacsh, ATTN: City Council

My name is Jim Johnson and I have had a stall in the harbor since the early 70's. Since the early 80's, I have pulled my seine boat out of the water by the end of August, and put it back in the water by mid-June. My stall is for a 38' vessel. In the past, at the beginning of May, I've always begun to use my empty stall for my gill-netter. Then, when putting my seine boat back in the water from the winter haulout in mid-June, if the 2 vessels are in the stall at the same time, I've always paid for having an extra vessel in the stall at the same time. I've done this for over 30 years and have no issue with this.

However, this year, for the first time, while my seine boat was still out of the water (mid-May to mid-June), the harbor office charged me a daily-rate for putting my 29' bow picker in my own empty stall for that month. I feel that this is just not right, as I have already been billed for the use of this stall. Most dual-permit holders keep their seine boats in their stalls year-round, and I may be the only one that pulls their seine boat out for 10 months, and even having this issue.

So, in fact, I am paying \$1800 for annual stall rent, \$1800 for winter storage, and NOW a daily rate for my bow-picker that is making use of my empty stall for a month.

The harbor office has told me that the stall is only for my 38' boat, the Babbling Brooke. But I feel that, until I put my boat in the water mid-June, I should be able to, for a month when it is empty, use it for my 29' bow-picker. I just don't believe this is the way to do business. During seining, I have my seine jitney in my stall, as do all the other seine boats, and there is no charge for that. If, in fact, you are now charging for ALL boats, why not jitneys, which actually share stalls? All I am doing is using my empty stall! I see inconsistencies in billing and, at the same time feel that I am being gouged and double-billed.

Your contemplation and discussion of this matter will be greatly appreciated. Thank-you.

Sincerely, Jim Johnson P.O. Box 263

Email: kinderabc123@gmail.com

Sent from my iPad

11.16.010 - Duty to register.



Every owner, operator, agent of any vessel using the facilities of the Port of Cordova is required to register the name, address and telephone number of the registered owner, operator and agent of the vessel; the vessel's length, breadth, registered tonnage (if any) description and uses, and any other pertinent information required by the harbormaster on forms provided to him for that purpose, and pay the required fees immediately, but no later than twenty-four hours after first using any facilities.

- B. Every owner, operator or agent of any vessel using the facilities of the Port of Cordova shall execute a moorage agreement providing for payment of moorage fees and other charges; and shall provide proof of insurance of the type and in the amounts specified in the moorage agreement.
- C. In the event of a change of ownership or in operator, a new vessel mooring agreement shall be signed within thirty days after the change.

(Ord. No. 1109, § 1, 6-19-2013)

11.16.050 - Reserved mooring spaces.

- A. Every vessel owner desiring reserved mooring space shall apply therefore to the harbormaster and enter into a moorage agreement provided by the City.
- B. The harbormaster shall lease such space, if available, on an annual basis.
- C. The harbormaster shall assign or re-assign such reserved moorage so as to achieve the most efficient use of Port of Cordova space.
- D. The harbormaster has full authority and responsibility for making reserved mooring assignments or temporary arrangements.



- Reserved moorage spaces may not be assigned or subleased by the owner or operator of the vessel entitled to such reserved space.
- F. During such periods when the assigned vessel will not be utilizing reserved moorage space, the harbormaster may assign such space for transient moorage. Upon notice by vessel entitled to reserved moorage, the harbormaster shall cause the removal of any transient vessel utilizing the reserved moorage space. Immediately upon notice from the harbormaster, the owner or operator of such temporarily assigned transient vessel shall remove the vessel from the assigned space. If the vessel owner fails to move immediately upon receipt of such notice, the harbormaster may move the vessel from the reserved space, and the owner shall be charged such fee as established by resolution of the city council. In case the harbormaster is unable to contact the owner or operator of such temporarily assigned transient vessel, the harbormaster may move the vessel from the reserved space.
- G. If a vessel owner with reserved moorage sells the vessel or loses the vessel to fire, sinking or natural disaster, he may retain the reserved space for a period of one-year. The harbormaster may assign such stalls for temporary use during their vacancy.
- H. No property rights are created by this section or this title. The holder shall have only a license to use the space reserved to him or her as provided in this title.
- Both the owner and the operator of a vessel which moors in a reserved mooring space without the
 written permission of the harbormaster or executing the required moorage agreement shall be guilty
 of a misdemeanor and the vessel shall be deemed to trespass.

(Ord: No. 1109, § 1, 6-19-2013)

To: Randy Robertson, Cordova City Manager From: Tony Schinella, Cordova Harbormaster

Good morning,

Here in Petersburg seine skiffs are the exception though only during the seine season... falls under the "part of the operation" philosophy... AFTER the season we charge. We are pretty strict about the not infringing upon your neighbor though, so most of the owners lease smaller stalls for the monster skiffs.

Glorianne Wollen/Harbormaster

Petersburg Borough

Port and Harbor Department

In Whittier we have started charging for seine skiffs.

Ross Blaker

Interim Harbormaster

Whittier

12' and under we don't charge

Matt Chase

Deputy Harbormaster

Box 167

Seward, Alaska 99664

907-224-3138 ext. 2

Dillingham considers those vessels an auxiliary vessel and we do not charge for them.

Our Code states

"Auxiliary vessels must be able to be loaded onto the primary vessel with its own gear"

And "the Auxiliary vessel must not exceed one half of the overall length of the primary vessel"

Jean Barrett Port Director City of Dillingham 907-842-1069 office

907-843-1379 cell

Good morning,

Down here in Ketchikan, we don't charge for seine skiffs as long as they are with the seiner and they are not impeding upon their neighbors access to a stall. For all other boaters, we operate under the rule that says that if you can pick it up and put it aboard your vessel it's a "skiff" and you don't pay moorage for it as long as it isn't impeding any other vessels. We get quite a few yachts here that are dragging a 22-28 ft. (or larger) boat behind them and then want to argue that it's a skiff.

We used to charge for seine skiffs if they weren't stowed aboard, but got away from that several years ago as it was just too hard to track. When we switched to FSM we also had the issue of no place to log seine skiffs unless we wanted to make two slots for every stall on our dock check table. If we logged the skiffs into an open moorage area in the harbor, they would invariably get overlooked and be charged when they weren't there so we just did away with charging at all. The one exception is when vessels store a spare seine skiff elsewhere in the harbor away from their vessel. We then charge the appropriate daily rate.

Dan Berg Sr. Harbormaster City of Ketchikan

Native Village of Eyak 110 Nicholoff Way P.O. Box 1388 Cordova, Alaska 99574-1388 P (907) 424-7738 * F (907) 424-7739 www.eyak-nsn.gov



10.000 years in our Traditional Homeland, Prince William Sound, the Copper River Delta, and the Gulf of Alaska

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

Dear Jim,

One of the missions of the Native Village of Evak is to increase awareness in a world that is awash in alcohol and drugs. The NVE Sobriety Celebration is a light in the wilderness to many other people, Tribes and Communities giving them hope in the battle against substance abuse. We invite you to participate in the 22nd Annual Sobriety Celebration and Memorial Potlatch to be hosted in Cordova, Alaska on November 13th -15th 2015. This event encourages sobriety through celebration with native dancers from many Alaskan villages and educational speakers on the prevention of alcohol and substance abuse. Events include native dance groups in the schools, Sobriety Countdown, 12 Step meetings, Candle Light Vigil for those who have passed on from Substance Abuse, a potlatch, a ceremony honoring our Veterans and Native Arts and Crafts. By popular demand, traditional native dance groups will also perform on Friday night. Please note this year's theme is "Learning from the past to create a better and brighter future".

We would like to thank you for your past assistance and ask for your continuing financial support for this spiritual and educational event. This event continues to grow each year and would not be possible without such generous sponsors as Alyeska Pipeline Services, Trident Seafood Inc. Orca Adventure Lodge, Eyak Corporation ANTHC Health Consortium, Rural Cap, Chugach Alaska Corporation, Chugachmiut, Chitina Native Corporation, AHTNA Inc., Lynden Transport, Yukon Kuskokwim, Chinook Auto Rentals, Alaska Serigraphic, Mt St. Elias Dancers, Ke ex' Kwaan Dancers, Yees Ku Oo Dancers, Pete Hoepfner, Charlie Bunch, Alaska Commercial Company, Alaska Native Technologies and Seafood Sales.

Along with a host of other local and state wide supporters Please join us in the effort to educate and to reduce the effects of alcohol and drug abuse in our communities. Your support makes it possible!

We are asking for your tax-deductible donation of \$300 to help make the 22nd Annual Sobriety Celebration the most exciting and spiritual event of this year. As more communities and people become aware of our celebration and want to join us in sobriety, our expenses for this event have continued to grow. Donated funds will be used to help provide travel for dance groups, speakers, supplies for the event, and promotional items. Your participation in this annual celebration is deeply appreciated by the Tribal Council, Sobriety Celebration Committee, staff and all of the participants. We thank you in advance for your consideration of our request and extend our best wishes. Your taxdeductible contribution will be listed in the 22nd Annual Sobriety Celebration program as well as featured in promotional advertising, website and Facebook. We hope to see you at the 22nd Annual Sobriety Celebration. Please check out our web site nveyak.com. If you have any questions please contact Belen Cook, Wellbeing Coordinator at the Native Village of Evak 907-424-7738 or belen.cook@eyak-nsn.gov.

Respectfully,

Him Thombs for your help. Robert Henrichs

46



UNITED FISHERMEN OF ALASKA

Mailing Address: PO Box 20229, Juneau AK 99802-0229 Physical Address: 410 Calhoun Ave Ste 101, Juneau AK 99801

Phone: (907)586-2820 **Fax:** (907) 463-2545 **Email:** ufa@ufa-fish.org **Website:** www.ufa-fish.org

August 28, 2015

Mayor James Kacsh City of Cordova PO Box 1210 Cordova, AK 99574

Dear Mayor Kacsh,

We would like to invite the City of Cordova to consider becoming a Community Supporting Member of United Fishermen of Alaska. UFA is the statewide commercial fishing trade association, representing 35 commercial fishing organizations participating in fisheries throughout the state and its offshore federal waters. In an effort to better serve a broad range of Alaska businesses, UFA has established a Community Supporting Membership for \$300 available to cities, municipalities and boroughs.

UFA's mission is to promote and protect the common interest of Alaska's commercial fishing industry, as a vital component of Alaska's social and economic well-being. UFA also works to educate industry, government and the public about the importance of the seafood industry in Alaska. You can help directly with this in your own community with the Commercial Fishing Fact Sheets we produce every year (see attached). Please bookmark our new website www.ufafish.org for reference and feel free to contact our office for information to help reinforce the message that *your community matters to the state and that fishing matters to the economy!*

Your support of UFA will help us keep working to protect Alaska's seafood industry, your residents and your community. UFA is proud to promote our sustaining business members at www.ufafish.org/member-organizations/business-members/. Please help us support your community by joining UFA today with the enclosed form.

Thank you for your support in 2015; your community membership is greatly appreciated.

Jerry McCune

Jury me Cune

President

Mark Vinsel

Executive Administrator

Please find us on social media:

Facebook: facebook.com/UnitedFishermenAK

Twitter: twitter.com/UFA_Fish



UNITED FISHERMEN OF ALASKA

Mailing Address: PO Box 20229, Juneau AK 99802-0229 Physical Address: 410 Calhoun Ave Ste 101, Juneau AK 99801

Phone: (907)586-2820 Fax: (907) 463-2545 Email: ufa@ufa-fish.org Website: www.ufa-fish.org

Updated March 2015

UFA Mission

To promote and protect the common interest of Alaska's commercial fishing industry, as a vital component of Alaska's social and economic well-being.

UFA Policy Statements

- ✓ Promote positive relations between industry sectors.
- ✓ Support all commercial gear types and remain neutral on allocative issues between commercial gear groups.
- ✓ Protect industry from attacks through initiatives, legislation, etc.
- ✓ Promote industry safety.
- ✓ Promote healthy fishery resources by supporting research and habitat protection.
- ✓ Support adequate funding for fishery research, management and enforcement.
- ✓ Oppose fish farming.
- ✓ Support development of new fisheries.
- ✓ Educate industry, government and the public.
- ✓ Support efforts to increase consumption of Alaska seafood.
- ✓ Promote quality standards harvester to consumer.
- ✓ Protect consumer access to seafood by maintaining a stable supply of product to processors.

UFA policy for healthy and sustainable management of fisheries

UFA strongly supports:

- ✓ State management of salmon fisheries.
- ✓ Escapement goal management (Biological Escapement Goals).
- ✓ Local management that is adaptive and abundance based.
- ✓ Use of Commissioner's EO authority on an active basis for the local management of a fishery.
- ✓ Mixed stock management.

Core Functions of UFA - in order of priority

- 1. Legislative presence
- 2. Provide a forum for communication within the fishing industry
- 3. Maintain a statewide trade organization with staffed office
- 4. Public relations and educational programs targeting:
 - a. members
 - b. seafood industry and other industries
 - c. general public

MEMBER ORGANIZATIONS

Alaska Bering Sea Crabbers • Alaska Independent Fishermen's Marketing Association Alaska Independent Tendermen's Association • Alaska Longline Fishermen's Association • Alaska Scallop Association • Alaska Trollers Association Alaska Whitefish Trawlers Association • Armstrong Keta • At-sea Processors Association • Bristol Bay Reserve • Cape Barnabas Inc. Concerned Area "M" Fishermen • Cook Inlet Aquaculture Association • Cordova District Fishermen United • Douglas Island Pink and Chum Freezer Longline Coalition • Golden King Crab Coalition • Groundfish Forum • Kenai Peninsula Fishermen's Association Kodiak Regional Aquaculture Association • North Pacific Fisheries Association • Northern Southeast Regional Aquaculture Association Petersburg Vessel Owners Association • Prince William Sound Aquaculture Corporation • Purse Seine Vessel Owner Association Seafood Producers Cooperative • Southeast Alaska Herring Conservation Alliance • Southeast Alaska Fisherman's Alliance Southeast Alaska Regional Dive Fisheries Association • Southeast Alaska Seiners • Southern Southeast Regional Aquaculture Association United Catcher Boats • United Cook Inlet Drift Association • United Southeast Alaska Gillnetters • Valdez Fisheries Development Association

Cordova, Alaska



United Fishermen of Alaska PO Box 20229 Juneau, AK 99802-0229 Phone 907.586.2820 Fax 907.463.2545 ufa@ufa-fish.org www.ufafish.org

Commercial Fishing and Seafood Processing Facts

Cordova is the #11 fishing port in the U.S. by volume & #7 by value of 2013 landings.

JOBS - FISHING

Permit holders, Crew and Vessels (2013) in the Cordova:

CFEC commercial fishing permit holders: 3351

Total permits owned: 5621

Permit holders who fished: 2981

Commercial crew (full year) license holders: 3212 Total skippers who fished plus crew in 2013: 619^{1,2} Percentage of local population who fished: 26.9% 1,2,4 Vessels home ported: 7043 Vessels owned: 4563 Each of these individual small and family businesses represents investment, employment, and income in the Cordova community.

INCOME

Estimated 2013 ex-vessel income by Cordova-based fishermen: \$55.5 million¹

Earnings generated from commercial fishing circulated in the local economy through property and sales taxes; purchases of homes, rentals, hotels, electricity. entertainment, fuel, vehicles, food, repair and maintenance parts, transportation, travel, medical, and other services. Virtually every business in the Cordova benefits from commercial fishing dollars.

JOBS - PROCESSING

Seafood processing jobs in Valdez-Cordova Census Area: 2,2085

AK resident processing jobs in Cordova-Valdez: 3415 Total processing wages: \$ 22.9 million⁵ AK resident processing wages: \$4.4 million^o

...AND MORE JOBS

In addition to direct harvester and processor workers, fisheries related jobs include fuel, accountants, consultants, air and water travel, hardware and marine repair and supply businesses, advocacy and marketing organizations, air cargo crew, freight agents, and scientists.

In 2013, 147 million pounds of seafood were landed in Cordova for an estimated value of \$91.5 million⁶, and most of this was shipped or flown out, providing many transportation sector jobs.

Government related jobs include Alaska Department of Fish and Game • Fish and Wildlife Protection/Alaska Department of Public Safety • Docks and Harbors • Alaska State Troopers • United States Coast Guard • University of Alaska School of Fisheries. Alaska Sea Grant Marine Advisory program, and more.

REVENUE to the State and Community through Fishery Taxes ...

FY 2013 shared taxes - Cordova received \$1.4 million7 in fisheries business and landing taxes through the municipal tax-sharing program from Cordova fisheries. The State of Alaska received a like amount.

Footnotes - Sources:

- 1. Commercial fishing permit activity, estimated harvest and earnings by permit holder are from AK Commercial Fishery Entry Commission (CFEC) at http://www.cfec.state.ak.us/gpbycen/2013/mnu.htm.
- 2. Crew numbers are from Alaska Department of Fish and Game 2013 Commercial Crew license list, and is the number of full year adult resident license holders who list their address in a given community.
- 3. Vessel home port numbers are from "AK CFEC Yearly 2013Vessel CSV file available online at http://www.cfec.state.ak.us/plook/ and is a count of commercial fishing licensed vessels that list home port or ownership in a given community.
- 4. 2013 Population figures used to calculate percentage of resident skippers who fished plus crew are from DCCED AK Community Information Database online at http://commerce.state.ak.us/cra/DCRAExternal .
- 5 Processor Employment and Wages 2013 Data is from Alaska Department of Labor at

http://labor.alaska.gov/research/seafood/statewide/AKSFPBorca.pdf

- 6. NOAA, NMFS Office of Science and Technology, see reports "Total Commercial Fishery Landings at Major U.S. Ports" ranked by value, by poundage http://www.st.nmfs.noaa.gov/commercial-fisheries/commercial-landings/index
- 7. Revenue figures from 2013 AK Dept of Revenue Shared Taxes report, pp. 17-20: http://www.tax.alaska.gov/programs/sourcebook/index.aspx

Alaska Statewide



United Fishermen of Alaska PO Box 20229 Juneau, AK 99802-0229 Phone 907.586.2820 Fax 907.463.2545 ufa@ufa-fish.org www.ufafish.org

Commercial Fishing and Seafood Processing Facts

As Alaska's largest private-sector employer, commercial fishing and seafood processing is a major contributor to employment and wages. The fishing industry employs tens of thousands of individuals producing billions of pounds of seafood for the US and the world. Commercial fishing permit holders represent small and family-owned business, supporting dozens of other services businesses such as hardware and marine suppliers, fuel, accountants, air and water travel, shipping, boat builders, hatcheries, restaurants, scientists, educators, and administrators. The seafood industry provides Alaskans with critical access to local seafood through restaurants, grocery stores, and fish markets.

Virtually every business in Alaska benefits from commercial fishing dollars

Key Statistics for 2015:

The seafood industry is Alaska's largest private sector employer creating over 63,000 <u>direct</u> jobs throughout the state. ⁸

Commercial fishing permit holders live in 189 communities throughout Alaska. 1

In Alaska, 1-in-7 residents are employed by the seafood industry. 9

Alaska resident active commercial fishing permit holders: 7,0891

Percent of Alaska resident active commercial fishing permit holders: 72%1

Alaska resident active commercial fishing permits: 9,5401

Percent of Alaska resident active commercial fishing permits: 71%2

Alaska commercial fishing full-year resident crewmember licenses: 10,563³

Alaska licensed commercial fishing vessels registered to Alaska owners: 7,5364

Alaska licensed commercial fishing vessels homeported in Alaska: 8,5614

CFEC estimated earnings by Alaska resident permit holders: \$756.2 million¹

CFEC estimated harvest by Alaska resident permit holders: 1.25 BILLION lbs. 1

NOAA total annual landings for Alaska: 5.79 BILLION pounds 5

NOAA total Alaska fisheries ex-vessel income: \$1.88 billion⁵

Dept. of Labor Alaska resident processing employment - monthly average: 8,3936

Dept. of Labor total processing employment (worked at some time in 2013): 27,909 6

Dept. of Labor Alaska resident processing wages: \$133 million⁷

Dept. of Labor processing wages - total: \$386 million⁷

Alaska total seafood export value: \$3.27 billion⁸

Fisheries Business/Landing taxes directly benefit 65 Alaska cities, boroughs & municipalities. 10 Alaska's seafood industry pays over \$250 million per year in taxes and fees. 10

All data is compiled from 2013 unless otherwise noted. Sources:

- 1 Alaska Commercial Fishery Entry Commission —download 2013 permit activity data at: www.cfec.state.ak.us/gpbycen/2013/MenuStat.htm 2 Calculated 15,406 active permits held by residents & 4,528 by nonresidents in 2013, at:
- www.cfec.state.ak.us/pstatus/14052013.htm
- 3. ADF&G 2013 crew license list available by purchase from Alaska Department of Fish and Game.
- 4. CFEC 2013 Commercial Fishing Vessel license list (CSV) available for download at www.cfec.state.ak.us/plook/
- 5. NOAA Landings and Ex-vessel Value www.st.nmfs.noaa.gov/commercial-fisheries/commercial-landings/annual-landings-with-group-subtotals/index
- 6. AK Department of Labor Economic Trends, November 2014: http://labor.state.ak.us/trends/nov14.pdf
- 7. AK Department of Labor Statewide Seafood Processing data through 2012 is online at
- http://laborstats.alaska.gov/seafood/seafoodstatewide.htm (2013 Statistics were provided on request).
- 8. Alaska Seafood Marketing Institute 2014 Annual Report http://ebooks.alaskaseafood.org/ASMI_Annual_Report/
- 9. Alaska Seafood Marketing Institute Economic Value Report pressroom.alaskaseafood.org/economic-value-of-alaska-seafood/
- 10. Department of Revenue Annual Report, available for download at: www.tax.alaska.gov/programs/sourcebook/index.aspx
- 11. Compiled from various sources as found on "UFA Alaska Seafood Industry Taxes and Fees" sheet.



UNITED FISHERMEN OF ALASKA

Mailing Address: PO Box 20229, Juneau AK 99802-0229
Physical Address: 410 Calhoun Ave Ste 101, Juneau AK 99801
Phone: (907)586-2820 Fax: (907) 463-2545

Email: ufa@ufa-fish.org Website: www.ufa-fish.org

Mission: To promote and protect the common interest of Alaska's commercial fishing industry, as a vital component of Alaska's social and economical well-being

BUSINESS MEMBERSHIP APPLICATION FORM

Business Memberships are available to an individual, municipality or company, not holding a fishing permit issued by the Alaska Commercial Fisheries Entry Commission or National Marine Fisheries Service, who wishes to support the Alaska commercial fishing industry. Business Members are not eligible to vote.

	Please check one of the following classes of membership:''OCEAN'' Business Member annual dues: \$2,000 ''SEA'' Business Member annual dues: \$750
3.6	"BAY" Business Member annual dues: \$300 / "Seafood Community Supporter" annual dues: \$300
<u>V</u>	available to cities, municipalities and boroughs
Name/Business:	
Contact Name:	Title:
Street Address:	
Mailing Address:	
City/State/Zip:	
Phone: ()	E-Mail:
Website:	
Additional email ad	dresses you would like to be added for UFA email updates and informa

Business and Community Supporting Member Benefits include:

*Promotion of your business or community at every opportunity *A link from the UFA website to your website *

*Individual and Group UFA members are encouraged at every opportunity to patronize UFA Business Members

"The Voice of Alaska's Commercial Fishing Industry"

MEMBER ORGANIZATIONS

Alaska Bering Sea Crabbers * Alaska Independent Fishermen's Marketing Association

Alaska Independent Tendermen's Association • Alaska Longline Fishermen's Association • Alaska Scallop Association

Alaska Trollers Association • Alaska Whitefish Trawlers Association • Armstrong Keta • At-sea Processors Association • Bristol Bay Reserve

Cape Barnabas Inc. • Concerned Area "M" Fishermen • Cook Inlet Aquaculture Association • Cordova District Fishermen United

Douglas Island Pink and Chum • Freezer Longline Coalition • Golden King Crab Coalition • Groundfish Forum • Kenai Peninsula Fishermen's Association

Kodiak Regional Aquaculture Association • North Pacific Fisheries Association • Northern Southeast Regional Aquaculture Association

Petersburg Vessel Owners Association • Prince William Sound Aquaculture Corporation • Purse Seine Vessel Owner Association

Seafood Producers Cooperative • Southeast Alaska Herring Conservation Alliance • Southeast Alaska Fisherman's Alliance

Southeast Alaska Regional Dive Fisheries Association • Southeast Alaska Seiners • Southern Southeast Regional Aquaculture Association

United Catcher Boats • United Cook Inlet Drift Association • United Southeast Alaska Gillnetters • Valdez Fisheries Development Association

Susan Bourgeois

From: Daniel W Logan <diverdanak@yahoo.com>
Sent: Wednesday, September 09, 2015 12:33 PM

To: Jim Kacsh; Kristin Carpenter; Tim Joyce; Tom Bailer; Robert Beedle; Joshua Hallquist;

David Reggiani; James Burton

Cc: Randy Robertson

Subject: My experience in working with the city

I recently went through the process of subdividing my property. For someone like me who is not a professional land developer this could be a little confusing and intimidating. But I just want to say working with Sam Greenwood and Lief Stavig was Awesome! They walked me through the process, researched any problems on easements, and answered my constant questions immediately. We are lucky to have people like Sam and Lief in our city planning shop.

Thanks to all of you for doing what you do.

Dan Logan

rigla IT

I recently was on a fishing trip in Cordova for a week, and, unfortunately injured while I was there.

I would like to express to your community the warmth, congeniality, promptness, and caring of <u>all</u> involved in my mishap.

Please relay my sincere appreciation and thanks to the following individuals:

- Alaskan Wilderness Outfitting, Tom, Katie and Laurie
- Julie Wolf
- The pharmacy in town
- The emergency room personnel at your clinic
- The staff at the Reluctant Fisherman Hotel

Sincerely, with all my gratitude to the above mentioned.

Edward Kosloski

Memorandum

To: City Council From: Planning Staff Date: 9/8/2015

Re: Breakwater Fill Lot Disposal Ordinance

PART I – GENERAL INFORMATION

Requested Actions: Lease with option to purchase contract approval

Legal Description: Portions of Lot 1 & 2, Block 7A, Tidewater Development Park and a portion of

ATS 220 herein referred to as the "Breakwater Fill Lot" as described in lease with

option to purchase Exhibit A

Zoning: Unzoned -- to be zoned Waterfront Commercial Park District within one year of

commencement date of lease with option to purchase

Attachments: Ordinance 1135

Lease with option to purchase

PART II - BACKGROUND

3/10/15 – Planning Commission Regular Meeting

Discussion:

- Zoning Breakwater Fill Lot (Consensus to come back with action to rezone)

Action:

- Disposal of Breakwater Fill Lot by RFP (failed due to lot not being zoned)

3/18/15 – City Council Regular Meeting

Action:

- Designate Breakwater Fill Lot as Available (motion withdrawn, lot was already available)
- Designate Breakwater Fill Lot as Waterfront Commercial Park District (motion was referred in order to zone lot after proposals were received)
- Disposal of Breakwater Fil Lot by RFP (referred for Planning Commission to come back with recommendation)

3/31/15 – Planning Commission Special Meeting

Action:

- Disposal of Breakwater Fill Lot by RFP (passed)

4/15/15 – City Council Regular Meeting

Action:

- Disposal of Breakwater Fill Lot by RFP (passed)

The public notice period for this property disposal began April 21st and ended June 1st at 10 AM. The City received one proposal for the property.

6/9/15 – At the Planning Commission Regular Meeting, the proposal from George and Carrie Daskalos was discussed.

M/Bailer S/Baenen to recommend to City Council approve the proposal from George and Carrie Daskalos for the Breakwater Fill Lot.

Upon roll call vote, main motion passed 4-3.

Yea: Greenwood, Bailer, Baenen, Frohnapfel

Nay: McGann, Pegau, Roemhildt

6/17/15-Regular City Council Meeting City

M/Bailer S/Reggiani to award the disposal to George and Carrie Daskalos of the Breakwater Fill Lot.

Upon roll call vote, main motion passed 5-2

Yea: Joyce, Bailer, Burton, Reggiani, Hallquist

Nay: Carpenter, Beedle

The lease with option to purchase and ordinance is before you tonight.

PART III - SUGGESTED MOTION

"I move to adopt Ordinance 1135."

CITY OF CORDOVA, ALASKA ORDINANCE 1135

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY YEAR LEASE AGREEMENT, WHICH INCLUDES AN OPTION TO PURCHASE, WITH SALTY STEER, LLC FOR PORTIONS OF LOT 1 & 2, BLOCK 7A, TIDEWATER DEVELOPMENT PARK AND A PORTION OF ATS 220

WHEREAS, it is in the best interest of the City of Cordova, Alaska ("City") to lease portions of Lot 1 & 2, Block 7A, Tidewater Development Park and a portion of ATS 220 as more specifically described and identified as the Property in Exhibit A to this ordinance (the "Lease" or "Exhibit A"); and

WHEREAS, it is in the City's best interest to lease the Property to Salty Steer, LLC for the uses specified in the Lease; and

WHEREAS, it is also in the City's best interest to offer an option to purchase to Salty Steer, LLC, upon the terms provided in the Lease.

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

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

Section 2. The disposal of the property interest authorized by this ordinance is subject to the requirements of City Charter Section 5-17. Therefore, if one or more referendum petitions with signatures are properly filed within one month after the passage and publication of this ordinance, this ordinance shall not go into effect until the petition or petitions are finally found to be illegal and/or insufficient, or, if any such petition is found legal and sufficient, until the ordinance is approved at an election by a majority of the qualified voters voting on the question. If no referendum petition with signatures is filed, this ordinance shall go into effect one month after its passage and publication.

<u>Section 3</u>. This ordinance shall be enacted in accordance with Section 2.13 of the Charter of the City of Cordova, Alaska, and published within ten (10) days after its passage.

1st reading: September 16, 2015

2nd reading and public hearing: October 7, 2015

PASSED AND APPROVED THIS 7th DAY OF OCTOBER, 2015.

James Kacsh, Mayor
A TOTAL COM
ATTEST:
Susan Bourgeois, CMC, City Clerk

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 SALTY STEER, LLC., an Alaska limited liability company ("Lessee").

RECITALS

WHEREAS, the City owns that certain unimproved parcel of land in Cordova, Alaska generally described as Portions of Lot 1 & 2, Block 7A, Tidewater Development Park and a portion of ATS 220 herein referred to as the "Breakwater Fill Lot." See Exhibit A, (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 Thirty Years (30) years, commencing on ______, 2015, (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. <u>Base Rent</u>. The annual rent for the first ten years of the Lease Term will be Thirty Thousand Dollars and no cents (\$30,000) or Twenty Five Hundred Dollars (\$2500.00) per month. ("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. <u>Additional Charges</u>. 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. <u>Late Fee</u>. 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. <u>Adjustment of Base Rent</u>. Beginning on the tenth 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 tenth anniversary of the Commencement Date, will be equal to the percentage increase in the CPI-U from 2015 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. <u>Authorized Uses</u>. Subject to the terms and conditions of this Lease, Lessee's use of the Premises is limited to constructing and maintaining the for profit business detailed in the site development plan, and using the constructed buildings and structures as well as the undeveloped land. 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. The lease at their expense will initiate the re-zoning and re-plat of the property as described in Exhibit A within One (1) year of the commencement date of the Lease to zone the property Waterfront Commercial Park District.
- C. <u>Compliance with Laws</u>. 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.
- D. <u>Lessee's Acceptance of Premises</u>. 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. <u>Development Plan</u>. 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. <u>Substantial Completion</u>. Lessee must substantially complete construction of the project set forth in the site development plan attached as Exhibit B by ________, 20XX, which is ten (10) 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 and/or sublet the Premises or any portion thereof, and/or permit the occupancy of any part of the Premises by any other person or entity, with the prior written consent of the City, which consent may not be unreasonably withheld.

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

- General Indemnification. Lessee shall defend, indemnify, and hold the City Α. 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.
- Environmental Indemnification. The City makes no representation or B. 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. <u>Commercial General Liability</u>. 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. <u>Property Insurance</u>. 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. <u>Personal Property Insurance</u>. 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. <u>Workers' Compensation Insurance</u>. 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 be 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. <u>Default</u>. 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. <u>Remedies</u>. 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 reenter 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, which approval shall not be unreasonably withheld; 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 quasipublic 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. <u>Total Taking</u>. If the Premises are totally taken by condemnation, this Lease shall terminate;
- B. <u>Partial Taking</u>. 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. <u>Award</u>. 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. <u>Exercise of Option</u>. 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. <u>Conditions to Exercise Option.</u> 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 \$300,000.00 ("Purchase Price") until the tenth 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 ______, 7th anniversary of the Commencement Date, 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 the 7th anniversary of the Commencement Date the Closing Payment will equal the Purchase Price, the Closing Payment will not be reduced by any Base Rent payments paid by Lessee to the City under this Lease.
- F. <u>Closing Date.</u> 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. <u>Closing.</u> At Closing, the City shall deliver a warranty 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. <u>Cooperation for Consummating the Option.</u> 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. <u>City's Right of First Refusal.</u> 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. <u>Time Is of the Essence</u>. Time is of the essence for this Lease and of each provision hereof.
- B. <u>Entire Agreement</u>. 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. <u>Governing Law and Venue</u>. 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. <u>Relationship of Parties</u>. 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. <u>Notice</u>. 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:

Salty Steer LLC P.O. Box 1412 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. <u>Captions</u>. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.
- G. <u>No Waiver of Breach</u>. 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. <u>Survival</u>. 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. <u>Partial Invalidity</u>. 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. <u>Successors and Assigns</u>. 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. <u>Estoppel Certificates</u>. 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. <u>Recordation of Lease</u>. 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. <u>Authority</u>. 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. <u>Exhibits</u>. Exhibits A and B to this Lease are specifically incorporated into the Lease.
- O. <u>No Third-Party Beneficiaries</u>. 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. <u>Interpretation</u>. 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. <u>Counterparts</u>. 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. <u>Attorneys' Fees</u>. 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: George Daskalos

By: _____

Its:

Carrie Daskalos

By: _____

Its:

Exhibit A

Exhibit B

Development Plan

A MEMO FROM SUSAN BOURGEOIS, CMC, CITY CLERK

DATE: September 09, 2015

TO: Mayor and City Council

SUBJECT: PWSAC Board of Directors

Prince William Sound Aquaculture Corporation has a dedicated seat for a representative from the City of Cordova. **John Greenwood** has held that seat for the past three years and has let me know he is not interested in remaining on the board. Per the attached letter from **Kate Jager**, Executive Secretary at PWSAC, they are requesting an appointment by September 15, 2015 and require the appointee to attend the October 9, 2015 General Board Meeting. The letter says that the representative cannot be an area E salmon permit holder. Executive Director **Dave Reggiani**, further defined the representative by saying it should be someone who represents the City government. He said ideally someone from Council or one of its boards. Please see this letter of interest from **Bret Bradford** that was submitted to Mayor Kacsh.

RECOMMENDED MOTION: Move to approve Mayor Kacsh's appointment of **Bret Bradford** to serve as the City of Cordova's representative on the PWSAC Board of Directors for the term that runs October 2015 through September 2018.

REQUIRED ACTION: Majority voice vote.



August 12, 2015

City of Cordova Mayor and Council Members City of Cordova P.O. Box 1210 Cordova, Alaska 99574

Dear City of Cordova Mayor and Council:

It is time once again to designate the City of Cordova's representative to the PWSAC Board of Directors. The PWSAC Board of Directors would like to invite the City of Cordova to appoint a representative to our Board to fill the 3-year seat starting October 2015 through September 2018.

John Greenwood has been your designated representative for the past term. The City of Cordova could name John Greenwood for the renewal or choose a different person altogether. The only limitation to observe when making this recommendation is that the person <u>not</u> be an Area E Salmon Permit holder.

Please provide us with a letter of Nomination by September 15. 2015. The representative would be expected to attend the General Board meetings in March and October each year. The next General Board meeting will be Friday, October 9, 2015.

Sincerely,

Kate Jager

Executive Secretary

As I mentioned last meeting, it is time for Council/HSB to make a decision on hiring the CEO of CCMC. I missed the last meeting deadline, and I apologize for that. Now that a decision has been made on QHR, we need to keep moving forward. The next HSB meeting is not until next month and since code states the hiring of the CEO is done by HSB, I suggest Council direct City Manager to negotiate the contract between HSB and CEO. HSB is not able direct City Manager, and he is a valuable asset in matters such as this.

Once the process is decided upon, this will come back to HSB for approval.

Recommended motion: "Direct City Manager to negotiate contract for CCMC CEO between HSB and Stephen Sundby"

Pending agenda:

Fall 2015 / **after fishing**: Code change regarding HSB and/or creation of a Health Care Advisory Board

December 2015 or **January 2016**: Resolution placing a ballot proposition before the voters regarding plastic bag use in Cordova – Future Problem Solvers to report back to Council on different options - Per **Mayor Kacsh** – possibly an ordinance for Council action or a resolution of Council to decide that it should go to voters instead

Capital Priorities List Meeting Oct 7, Oct 21 or Nov 4; Mar 2, 2016; Jun 1, 2016; Sep 7, 2016

HSB Quarterly regular meetings Oct 1, 2015; Jan 6, 2016; Apr 6, 2016; July 6, 2016

Staff quarterly reports in packets: Oct 21, 2015; Jan 20, 2016; April 20, 2016; Jul 20, 2016

Joint Work Session with the Native Village of Eyak Tribal Council - tbd

Committees:

Cordova Center Committee: Tim Joyce, Sylvia Lange, Randy Robertson, Kristin Carpenter, Native Village of Eyak Representative, Chamber of Commerce Representative, Business Community Representative, PWSSC Representative, Stage of the Tides Representative.

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

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

Calendars:

3 months of calendars are attached hereto Sept 2015; Oct 2015; Nov 2015

September 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Li-		1	2	3	4	5
brary			7:00 reg mtg LMR			
CSD-Cdv Sch District		AK State Fair	AK State Fair	AK State Fair	AK State Fair	AK State Fair
6	7 CSD holiday	8	9	10	11	12
	Labor Day City Hall Offices Closed	6:30 P&Z LMR	7:00 Sch Bd HSL 7:00 Hrbr Cms CH			
AK State Fair	AK State Fair			NFL opener		
13	14	15	16	17	18	19
Week 1 NFL			7:00 reg mtg LMR			
20	21	22	23	24	25	26
27	28	29 6 pm Parks & Rec CH	30			Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library CSD-Cdv Sch District

October 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library CSD-Cdv Sch District				1 Fast Ferry Volleyball Tournament—CHS	2 Fast Ferry Volleyball Tournament—CHS	Fast Ferry Volleyball Tournament—CHS
4	5	6 MLB Postseason begins	7 6:45 pub hrg LMR 7:00 reg mtg LMR	8	9	10
11	12	13 6:30 P&Z LMR	7:00 Sch Bd HSL 7:00 Hrbr Cms CH	15	16	17
18	19 Alaska Day observed City Hall Offices Closed	20	21 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	22	23	24
25	26	27 6 pm Parks & Rec CH	28	29	30	31
		World Series Game 1	CSD end Q1	CSD in-service	CSD in-service	

November 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	5	6	7
8	9	10 6:30 P&Z LMR	11 Veterans' Day City Hall Offices Closed 7:00 Sch Bd HSL 7:00 Hrbr Cms CH	12	13	14
15	16	17	18 6:45 pub hrg (maybe) LMR 7:00 reg mtg LMR	19	20	21
22	23	24 6 pm Parks & Rec CH	25	26 CSD holiday Thanksgiving City Hall Offices Closed	27 CSD holiday Thanksgiving City Hall Offices Closed	28
29	30					Legend CH-City Hall Conference Room LMR-Library Mtg Rm HSL-High School Library CSD-Cdv Sch District

CITY OF CORDOVA, ALASKA – ELECTED OFFICIALS & APPOINTED MEMBERS OF CITY BOARDS and COMMISSIONS

MAYOR AND CITY COUNCIL - ELECTED

	MAYOR AND CITY CO		
seat/length of term	email	Date Elected	Term Expires
Mayor:	James Kacsh	March 5, 2013	March-16
3 years	Mayor@cityofcordova.net		
Council members:			
Seat A:	Kristin Carpenter	March 5, 2013	March-16
3 years	CouncilSeatA@cityofcordova.net	-	
Seat B:	Timothy Joyce	March 4, 2014	March-17
3 years	CouncilSeatB@cityofcordova.net	March 14, 2013 filled vacancy	r
		August 2, 2012 appt to A	
Seat C:	Tom Bailer	March 4, 2014	March-17
3 years	CouncilSeatC@cityofcordova.net		
Seat D:	Robert Beedle	March 3, 2015	March-18
3 years	CouncilSeatD@cityofcordova.net		
Seat E:	Josh Hallquist	March 3, 2015	March-18
3 years	CouncilSeatE@cityofcordova.net		
Seat F:	David Reggiani	March 5, 2013	March-16
3 years	CouncilSeatF@cityofcordova.net	March 2, 2010	
		March 3, 2009 1 yr trm	
Seat G:	James Burton, Vice-Mayor	March 5, 2013	March-16
3 years	CouncilSeatG@cityofcordova.net		
	COHOOL BOAR	D ELECTED	
	SCHOOL BOARI		Татть •
length of term	Duc4 Dec 36 13	Date Elected	Term Expires
3 years	Bret Bradford	March 3, 2015	March-18
3 years	Tammy Altermott	March 5, 2013	March-16
3 years	Peter Hoepfner	March 3, 2015	March-18
		March 6, 2012	
		March 3, 2009	
2	Charmal Ch	March 7, 2006	3.6 1.45
3 years	Sheryl Glasen	March 4, 2014	March-17
3 years	Barb Jewell, President	March 5, 2013	March-16
3 years	Vacant (appointed, non-voting)		
	LIBRARY BOARD) - APPOINTED	
length of term		Date Appointed	Term Expires
3 years	Wendy Ranney	April-13	November-15
3 years 3 years	Shannon Mallory	November-13	November-16
3 years	Krysta Williams	December-14	November-17
o jours		November-11	1,0,0111001-1/
3 years	Kay Groff	December-14	November-17
- J-ms	,	December-11	
		January-09	
3 years	Mary Anne Bishop, Chair	November-13	November-16
J yours	Limb Dishop, Chan	November-10	14040111001-10
		November-06	
		THO VOIDED OU	83

length of term		Date Appointed	Term Expires
3 years	Kristin Carpenter, President		with Council office
3 years	Tom Bailer		with Council office
3 years	Tim Joyce		with Council office
3 years	James Burton		with Council office
3 years	Robert Beedle		with Council office
3 years	Josh Hallquist		with Council office
3 years	David Reggiani		with Council office
	PLANNING AND ZONING CO	MMISSION - APPOINTED	
length of term		Date Appointed	Term Expires
3 years	Allen Roemhildt	January-14	November-1
3 years	Scott Pegau	December-14	November-1
		December-11	
3 years	John Baenen	December-12	November-1
3 years	Tom Bailer	November-13	November-1
		December-11 November-08	
3 years	Tom McGann	December-14	November-1
3 years	Tom Wedami	December-11	TVO VEHIDET-1
		April-11	
3 years	John Greenwood, Chair	December-12	November-1
- ,	.	November-09	
3 years	Mark Frohnapfel	February-15	November-1
	HARBOR COMMISSI	ON - APPOINTED	
length of term		Date Appointed	Term Expires
3 years	Robert Beedle	January-14	November-1
3 years	Greg LoForte	February-13	November-1
•	S	January-10	
		January-07	
3 years	Max Wiese	January-14	November-1
3 years	wax wiese	March-11	November-1
2	T/ T		NT 1 1
3 years	Ken Jones	February-13	November-1
3 years	James Burton, Chair	July-14	November-1
		April-13	
1	PARKS AND RECREATION CO	OMMISSION - APPOINTE	ED
length of term		Date Appointed	Term Expires
3 years	Kara Johnson	February-15	November-1
3 years	Kara Johnson	December-12	November-1
3 years	Miriam Dunbar	August-14	November-1
3 years	Wendy Ranney, Chair	August-14	November-1
-	Stephen Barnes	December-12	November-1
3 years	=		
3 years	Marvin VanDenBroek	February-14	November-1
3 years	Karen Hallquist	November-13	November-1
2 1/2000	Dave Zastrow	February-15	November-1
3 years	Dave Zastrow	September-14	rovember 1

termed out in 2016

seat up for re-election in 2016