



THE CITY OF WHITTIER

Gateway to Western Prince William Sound

P.O. Box 608 • Whittier, Alaska 99693 • (907) 472-2327 • Fax (907) 472-2404

**WHITTIER CITY COUNCIL
SPECIAL MEETING
THURSDAY, SEPTEMBER 13, 2018
AT 6:00 PM
COUNCIL CHAMBERS
PUBLIC SAFETY BUILDING**

AGENDA

1. **CALL TO ORDER**
2. **OPENING CEREMONY**
3. **ROLL CALL**
4. **APPROVAL OF SPECIAL MEETING AGENDA**
5. **CITIZEN COMMENTS ON AGENDA ITEMS NOT SCHEDULED FOR PUBLIC HEARING**
6. **RESOLUTION**
 - A. **Res. #22-2018 – A Resolution Of The City Council Of The City Of Whittier, Alaska Consenting To The Assignment Of The Lease Agreement For A Portion Of Lot 9 And All Of Lot 10 Of The Whittier Triangle Business Area And The Assignment Of The Encroachment Permit From John And Chris Campabello, Café Orca, Inc. D/B/A Café Orca & Gallery To Robert M. (Mike) Walette And Jana Walette, And Authorizing The Interim City Manager To Execute Consent Documents**

 - B. **Res. #23-2018 – A Resolution Of The City Council Of The City Of Whittier, Alaska, Appropriating \$48,000 Of The General Fund Or The Harbor Savings Fund For The Purpose Of Providing Shoreline Protection Located In The Whittier Harbor Basin, At Latitude 60.7771° N., Longitude 148.6927° W., Whittier, Alaska.**
7. **NEW BUSINESS**
None
8. **COUNCIL DISCUSSION**
9. **CITIZEN DISCUSSION**
10. **ADJOURNMENT**

**ASSIGNMENT OF ENCROACHMENT PERMIT
PORTION OF LOT 9 AND ALL OF LOT 10
WHITTIER TRIANGLE BUSINESS AREA**

This assignment is entered into between John and Chris Campabello, Café Orca, Inc. d/b/a Café Orca & Gallery ("Assignor"), whose mailing address is 2500 Turnagain Parkway, Anchorage, Alaska 99517 and Robert Michael (Mike) Walette and Jana Walette, whose mailing address is 6015 Bulgaria Drive, Anchorage, AK, 99516 ("Assignee").

Assignor does hereby assign, warrant, and transfer all of Assignor's right, title and interest in and to the Encroachment Permit, dated August 29, 2017 ("Encroachment Permit"), with the City of Whittier ("Permitter") that permits improvements constructed on the following described property to encroach onto the City of Whittier's right-of-way:

A portion of Lot 9 equal to 15.6 feet and all of Lot 10, which collectively contain approximately 2,280 square feet within "Area A" according to the Whittier Small Boat Harbor and Vicinity Lease Map, filed as Plat 88-64, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Assignee agrees to and accepts the assignment and assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations otherwise required to be kept by Assignor under the Encroachment Permit that arise on and after the effective date of this assignment, for the remainder of the term of the Encroachment Permit.

This assignment is effective as of the date of the Permitter's consent.

IN WITNESS WHEREOF, the Assignor and Assignee have agreed this _____ day of _____, 2018.

ASSIGNOR:

ASSIGNEE:

John Campabello, President
Café Orca, Inc. d/b/a Café Orca & Gallery

Robert Michael (Mike) Walette

Jana DeAnn Walette

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by John Campabello, President of Café Orca, Inc. d/b/a Café Orca & Gallery an Alaska corporation, on behalf of the corporation.

Notary Public in and For the State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Robert Michael (Mike) Walette.

Notary Public in and For the State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Jana DeAnn Walette.

Notary Public in and For the State of Alaska
My Commission Expires: _____

**CONSENT TO ASSIGNMENT OF ENCROACHMENT PERMIT
PORTION OF LOT 9 AND ALL OF LOT 10
WHITTIER TRIANGLE BUSINESS AREA**

The City of Whittier, as Permitter under the above noted Encroachment Permit, Whittier Triangle Business Area, dated November 1, 2005, and the First Amendment to Lease Agreement, Whittier Triangle Business Area, dated August 29, 2017, ("Encroachment Permit"), hereby consents to the assignment of the Encroachment Permit by John and Chris Campabello, Café Orca, Inc. d/b/a Café Orca & Gallery ("Assignor") to Robert Michael (Mike) Walette and Jana DeAnn Walette, 6015 Bulgaria Drive, Anchorage, AK, 99516 ("Assignee"). This consent shall not release Assignor from any obligations that may have arisen or accrued or be based on events which occurred before the assignment.

Except as otherwise expressly stated herein, nothing in this consent to assignment is intended to amend or alter any of the terms and conditions of the Encroachment Permit or any amendments thereto previously executed by Lessor and Assignor, or any predecessor in interest to either of them, all of which terms and conditions remain in full force and effect.

Nothing in this consent is to be construed as a consent by Permitter to any subsequent assignment.

IN WITNESS WHEREOF, the Permitter has consented this _____ day of _____, 2018.

PERMITTOR:
City of Whittier

By: Jim Hunt
Title: Interim City Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Jim Hunt, the Interim City Manager of the City of Whittier, an Alaska municipal corporation.

Notary Public in and For the State of Alaska
My Commission Expires: _____

**ASSIGNMENT OF LEASE
PORTION OF LOT 9 AND ALL OF LOT 10
WHITTIER TRIANGLE BUSINESS AREA**

This assignment is entered into between John and Chris Campabello, Café Orca, Inc. d/b/a Café Orca & Gallery ("Assignor"), whose mailing address is 2500 Turnagain Parkway, Anchorage, Alaska 99517 and Robert Michael (Mike) Walette and Jana DeAnn Walette, whose mailing address is 6015 Bulgaria Drive, Anchorage, AK, 99516 ("Assignee").

Assignor does hereby assign, warrant, and transfer all of Assignor's right, title and interest in and to the Lease Agreement, Whittier Triangle Business Area, dated November 1, 2005 ("Lease Agreement"), and the First Amendment to Lease Agreement, Whittier Triangle Business Area, dated August 29, 2017, with the City of Whittier ("Lessor"), covering the following-described property:

A portion of Lot 9 equal to 15.6 feet and all of Lot 10, which collectively contain approximately 2,280 square feet within "Area A" according to the Whittier Small Boat Harbor and Vicinity Lease Map, filed as Plat 88-64, located in the Anchorage Recording District, Third Judicial District, State of Alaska.

Assignee agrees to and accepts the assignment and assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations otherwise required to be kept by Assignor under the Lease Agreement that arise on and after the effective date of this assignment, for the remainder of the term of the Lease Agreement.

This assignment is effective as of the date of the Lessor's consent.

IN WITNESS WHEREOF, the Assignor and Assignee have agreed this _____ day of _____, 2018.

ASSIGNOR:

ASSIGNEE:

John Campabello, President
Café Orca, Inc. d/b/a Café Orca & Gallery

Robert Michael (Mike) Walette

Jana DeAnnWalette

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by John Campabello, President of Café Orca, Inc. d/b/a Café Orca & Gallery an Alaska corporation, on behalf of the corporation.

Notary Public in and For the State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Robert Michael (Mike) Walette.

Notary Public in and For the State of Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Jana DeAnn Walette.

Notary Public in and For the State of Alaska
My Commission Expires: _____

**CONSENT TO ASSIGNMENT OF LEASE
PORTION OF LOT 9 AND ALL OF LOT 10
WHITTIER TRIANGLE BUSINESS AREA**

The City of Whittier, as Lessor under the above noted Lease Agreement, Whittier Triangle Business Area, dated November 1, 2005, and the First Amendment to Lease Agreement, Whittier Triangle Business Area, dated August 29, 2017, hereby consents to the assignment of the Lease Agreement by John and Chris Campabello, Café Orca, Inc. d/b/a Café Orca & Gallery ("Assignor") to Robert Michael (Mike) Walleffe and Jana DeAnn Walleffe, whose mailing address is 6015 Bulgaria Drive, Anchorage, AK, 99516 ("Assignee"). This consent shall not release Assignor from any obligations that may have arisen or accrued or be based on events which occurred before the assignment.

Except as otherwise expressly stated herein, nothing in this consent to assignment is intended to amend or alter any of the terms and conditions of the Lease Agreement or any amendments thereto previously executed by Lessor and Assignor, or any predecessor in interest to either of them, all of which terms and conditions remain in full force and effect.

Assignee has made certain representations and warranties to Lessor regarding its financial position. Any representation or warranty made by Assignee orally or in any document or certificate furnished to Lessor in connection herewith which is untrue in any material respect as of the date on which made shall be an event of default for which the Lessor may terminate the Lease Agreement. Nothing in this consent is to be construed as a consent by Lessor to any subsequent assignment.

IN WITNESS WHEREOF, the Lessor has consented this ____ day of _____, 2018.

LESSOR:
City of Whittier

By: Jim Hunt
Title: Interim City Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Jim Hunt, the Interim City Manager of the City of Whittier, an Alaska municipal corporation.

Notary Public in and For the State of Alaska

My Commission Expires: _____

**CITY OF WHITTIER, ALASKA
RESOLUTION #22-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA
CONSENTING TO THE ASSIGNMENT OF THE LEASE AGREEMENT FOR A
PORTION OF LOT 9 AND ALL OF LOT 10 OF THE WHITTIER TRIANGLE
BUSINESS AREA AND THE ASSIGNMENT OF THE ENCROACHMENT PERMIT
FROM JOHN AND CHRIS CAMPABELLO, CAFÉ ORCA, INC. D/B/A CAFÉ ORCA &
GALLERY TO ROBERT M. (MIKE) WALLETTTE AND JANA WALLETTTE, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE CONSENT DOCUMENTS**

WHEREAS, the City of Whittier, Alaska (“City”), as landlord, and Chris Campabello, Café Orca, Inc. d/b/a Café Orca & Gallery, as tenant, are parties to the Lease Agreement, Whittier Triangle Business Area, dated November 1, 2005, for a portion of Lot 9 and all of Lot 10 of the Whittier Triangle Business Area, and the First Amendment to Lease Agreement, Whittier Triangle Business Area, dated August 29, 2017 (together, the “Lease Agreement”); and

WHEREAS, the City, as permittor, and Chris Campabello, Café Orca, Inc. d/b/a Café Orca & Gallery, as permittee, are parties to the Encroachment Permit, dated August 29, 2017, that permits improvements constructed on the Lease Agreement premises to encroach onto the City of Whittier’s right-of-way (the “Encroachment Permit”); and

WHEREAS, Chris Campabello, Café Orca, Inc. d/b/a Café Orca & Gallery desires to assign all its right, title, and interest in the Lease Agreement and in the Encroachment Permit to Robert M. (Mike) Wallettte and Jana Wallettte; and

WHEREAS, Robert M. (Mike) Wallettte and Jana Wallettte have expressed their intent to be bound by the terms of the Lease Agreement, the terms of which are consistent with Whittier Municipal Code as well as the Encroachment Permit, the terms of which are consistent with Whittier Municipal Code; and

WHEREAS, the Lease Agreement terms require Robert M. (Mike) Wallettte and Jana Wallettte, as assignees, to provide certain information, which they have provided to the City’s satisfaction; and

WHEREAS, Whittier Municipal Code 3.36.340 requires that all leases must provide that a lessee may assign its lease only upon the City’s written approval; and

WHEREAS, it is in the City’s best interest to consent to the assignment of the Lease Agreement and the assignment of the Encroachment Permit from Chris Campabello, Café Orca, Inc. d/b/a Café Orca & Gallery to Robert M. (Mike) Wallettte and Jana Wallettte.

NOW, THEREFORE, THE WHITTIER CITY COUNCIL RESOLVES:

Section 1. The City hereby consents to the assignment of the Lease Agreement from Chris Campabello, Café Orca, Inc. d/b/a Café Orca & Gallery to Robert M. (Mike) Wallettte and Jana

Walette. The City Manager is authorized and directed to execute all documents necessary to effect this consent.

Section 2. The City hereby consents to the assignment of the Encroachment Permit from Chris Campabello, Café Orca, Inc. d/b/a Café Orca & Gallery to Robert M. (Mike) Wallette and Jana

Section 3. This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED by a duly constituted quorum of the Whittier City Council on this ____ day of September, 2018.

Daniel Blair
Mayor

ATTEST:

Naelene Matsumiya
City Clerk

Introduced by: City Administration

Ayes:
Nays:
Absent:
Abstain:



DEPARTMENT OF THE ARMY
ALASKA DISTRICT, U.S. ARMY CORPS OF ENGINEERS
REGULATORY DIVISION
P.O. BOX 6898
JBER, AK 99506-0898

August 28, 2018

Regulatory Division
POA-2007-01718

City of Whittier
Attn: Mr. Scott Korbe
PO Box 608
Whittier, Alaska 99693

Dear Mr. Korbe:

This is in response to your August 24, 2018, Pre-Construction Notification for a Department of the Army (DA) Nationwide Permit (NWP) verification, to discharge 487 cubic yards of clean fill material into 0.08-acre of waters below the mean high water in order to conduct maintenance bank stabilization on an existing structure. It has been assigned file number POA-2007-01718, Passage Canal, which should be referred to in all future correspondence with this office. The project site is located within the Whittier Harbor Basin, at Latitude 60.7771° N., Longitude 148.6927° W., in Whittier, Alaska.

Based on our review of the information you furnished and available to us we have determined the above project area contains waters of the United States (U.S.) under the Corps of Engineers (Corps) regulatory jurisdiction.

DA permit authorization is necessary because your project will involve work in and placement of fill material into waters of the U.S. under our regulatory jurisdiction.

Based upon the information and plans you provided, we hereby verify that the work described above, which would be performed in accordance with the enclosed plan (sheets 1-6), dated August 28, 2018, is authorized by NWP No. 03, Maintenance. NWP No. 03 and its associated Regional and General Conditions can be accessed at our website at: www.poa.usace.army.mil/Missions/Regulatory/Permits. Regional Conditions E and F apply to your project. You must comply with all terms and conditions associated with NWP No. 03.

Further, please note General Condition 30 requires that you submit a signed certification to us once any work and required mitigation are completed. Enclosed is the form for you to complete and return to us.

Unless this NWP is modified or revoked, it expires on March 19, 2022. It is incumbent upon you to remain informed of the changes to the NWPs. Nothing in this letter excuses you from compliance with other Federal, State, or local statutes, ordinances, or regulations.

Please contact me via email at Jeremy.Grauf@usace.army.mil, by mail at the address above, by phone at (907) 753-2798, or toll free from within Alaska at (800) 478-2712, if you have questions or to request paper copies of the regional and/or general conditions. For more information about the Regulatory Program, please visit our website at www.poa.usace.army.mil/Missions/Regulatory.

Sincerely,

A handwritten signature in black ink, appearing to read 'J Grauf', written in a cursive style.

Jeremy Grauf
Project Manager

Enclosures

ENCLOSURE



**US Army Corps of Engineers
Alaska District**

Permit Number: POA-2007-01718

Name of Permittee: City of Whittier

Date of Issuance: August 28, 2018

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to Mr. PM Jeremy Grauf at the following address:

U.S. Army Corps of Engineers
Alaska District
Regulatory Division
Post Office Box 6898
JBER, Alaska 99506-0898

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

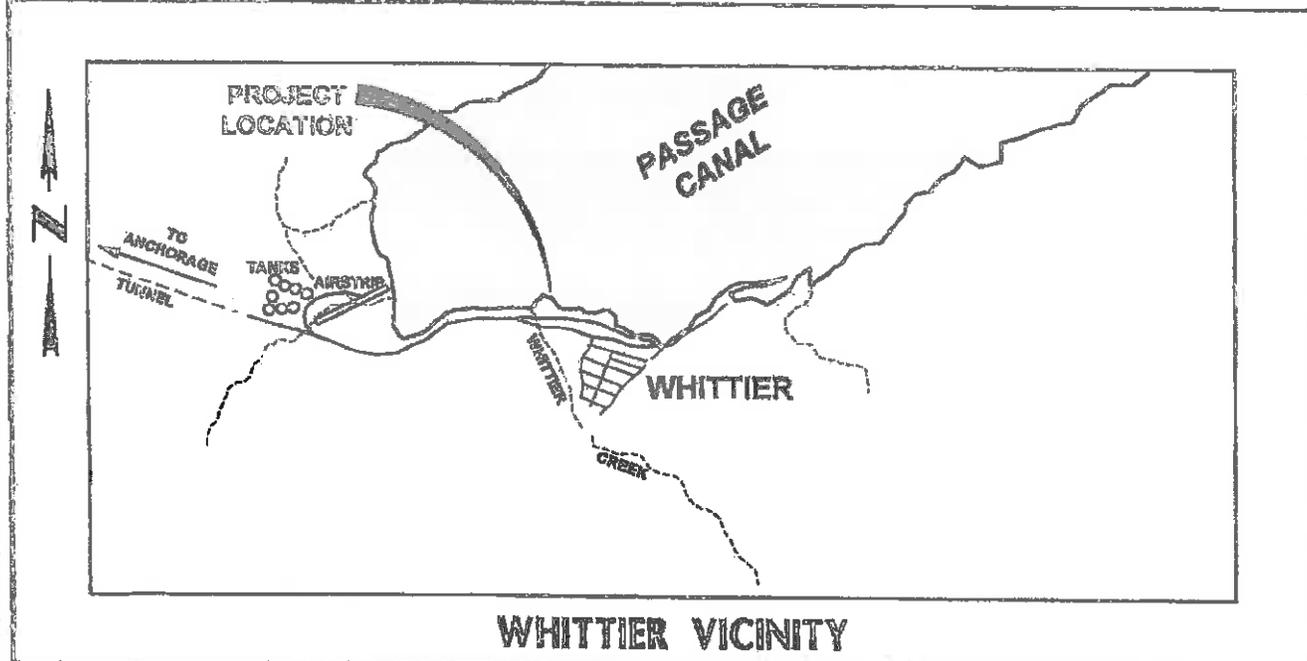
I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date



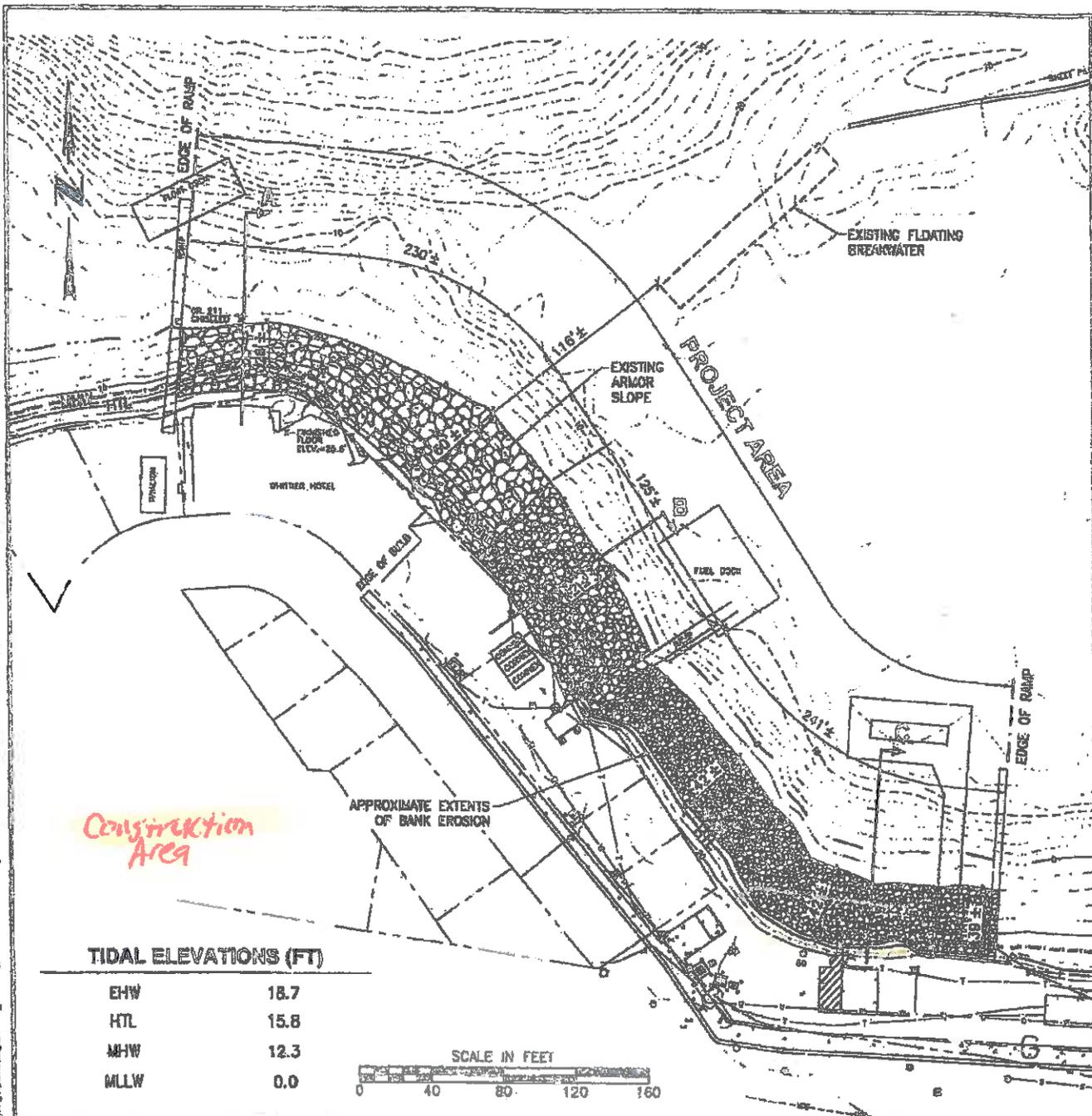
STATE OF ALASKA



WHITTIER VICINITY

<p>PURPOSE: PROVIDE SHORELINE PROTECTION</p> <p>DATUM: MLLW= 0.0</p> <p>ADJACENT PROPERTY OWNERS:</p> <ol style="list-style-type: none"> 1. ALASKA RAILROAD CORPORATION 2. CITY OF WHITTIER 3. STATE OF ALASKA 	<p><u>VICINITY MAP AND PROJECT LOCATION</u></p> <p>CITY OF WHITTIER PO BOX 608 WHITTIER, ALASKA 99693 POA-2007-1718</p>	<p>WHITTIER SMALL BOAT HARBOR WEST END ARMOR PROTECTION</p> <p>ON: PASSAGE CANAL AT: WHITTIER, ALASKA</p> <p>8-28-2018</p> <p>SHEET 1 of 6</p>
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J:\00950810200 Whittier Small Boat Harbor\AKAS1 End Armor Protection\Drawings\Sheet 01 Location Map.dwg, 8/28/2018 2:08:42 PM, James, 11



1:200000000 Whittier Small Boat Harbor West End Armor Protection Construction Plans, including, corrected 200808 104, James, 1:1

PURPOSE:
 PROVIDE SHORELINE PROTECTION

DATUM: MLLW= 0.0

ADJACENT PROPERTY OWNERS:

1. ALASKA RAILROAD CORPORATION
2. CITY OF WHITTIER
3. STATE OF ALASKA

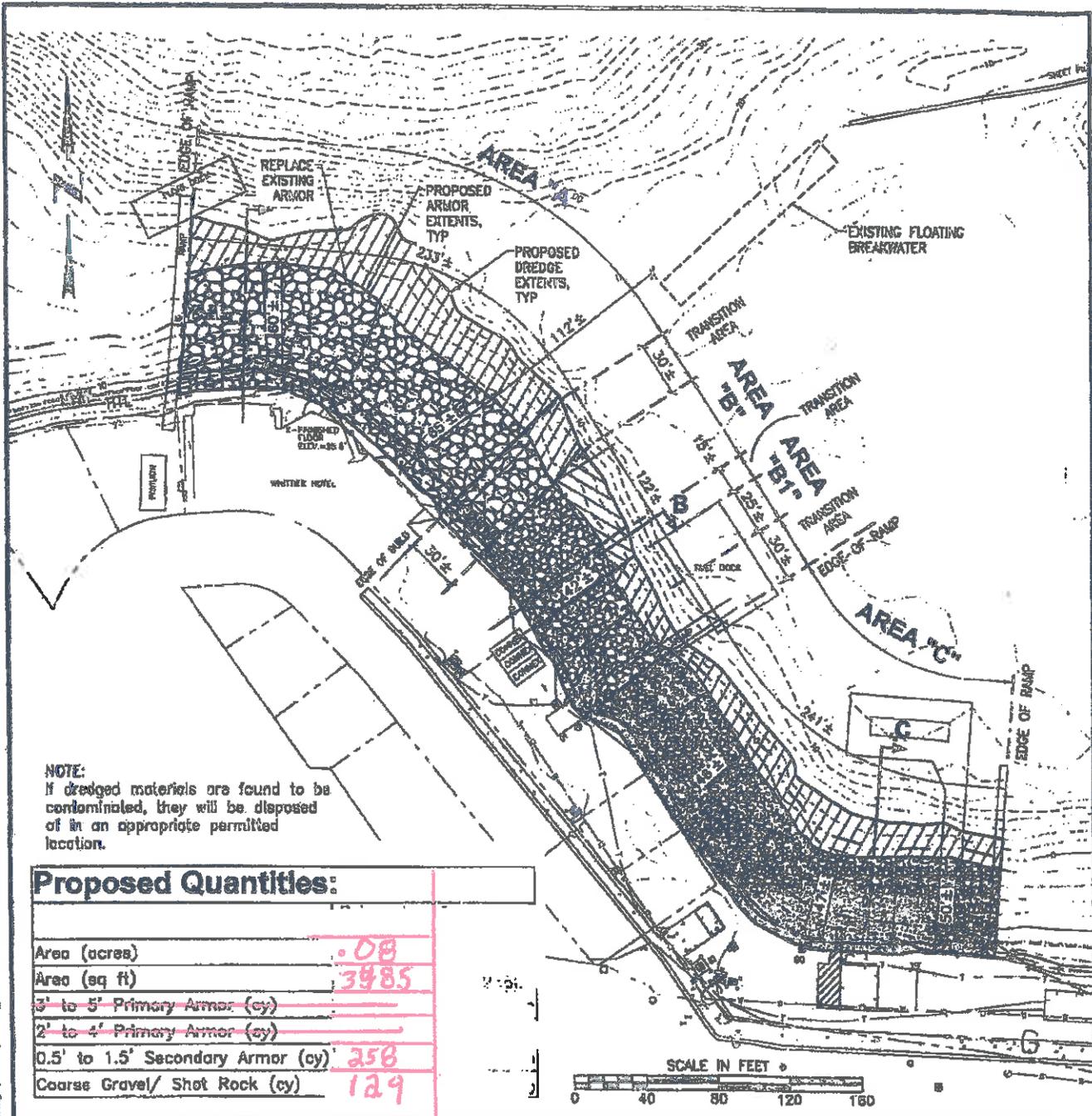
EXISTING CONDITIONS

CITY OF WHITTIER
 PO BOX 608
 WHITTIER, ALASKA
 99693
 POA-2007-1718

**WHITTIER
 SMALL BOAT HARBOR
 WEST END ARMOR
 PROTECTION**

ON: PASSAGE CANAL
 AT: WHITTIER, ALASKA

8-28-2018 SHEET 2 of 6



NOTE:
 If dredged materials are found to be contaminated, they will be disposed of in an appropriate permitted location.

Proposed Quantities:	
Area (acres)	0.08
Area (sq ft)	3485
3' to 5' Primary Armor (cy)	
2' to 4' Primary Armor (cy)	
0.5' to 1.5' Secondary Armor (cy)	258
Coarse Gravel/ Shot Rock (cy)	129

PURPOSE:
 PROVIDE SHORELINE PROTECTION

DATUM: MLLW= 0.0

ADJACENT PROPERTY OWNERS:

1. ALASKA RAILROAD CORPORATION
2. CITY OF WHITTIER
3. STATE OF ALASKA

PROPOSED CONDITIONS

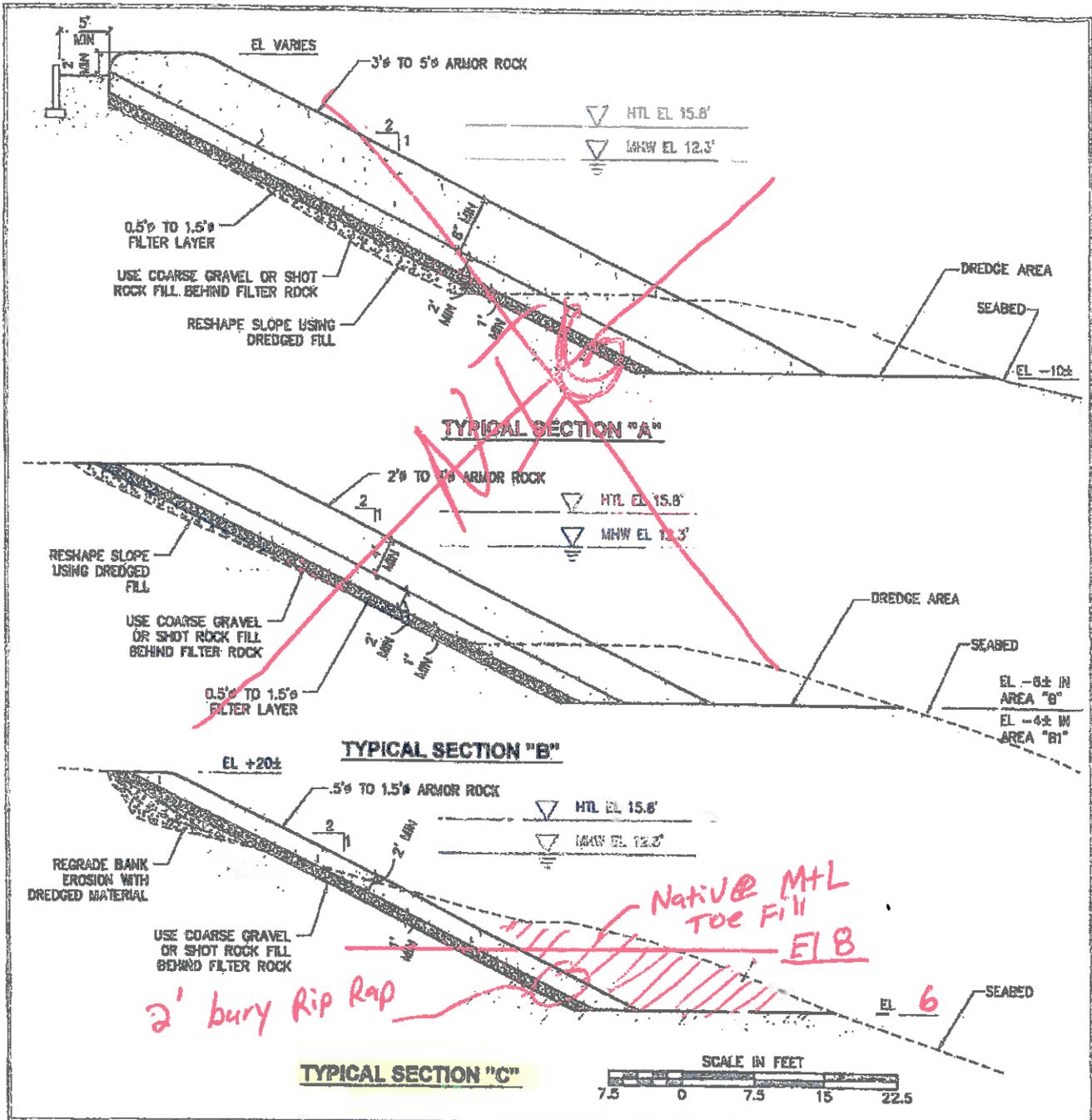
CITY OF WHITTIER
 PO BOX 608
 WHITTIER, ALASKA
 99693
 POA-2007-1718

**WHITTIER
 SMALL BOAT HARBOR
 WEST END ARMOR
 PROTECTION**

ON: PASSAGE CANAL
 AT: WHITTIER, ALASKA

8-28-2018

2020081020 Whittier Small Boat Harbor West End Armor Protection Drawing/Sheet/Title Page, 10/20/2018 10:03:52 AM, 1:1



4-2008081020 Whittier Small Boat Harbor West End Armor Protection (2008) 2008081020.dwg, James, J1

PURPOSE:
 PROVIDE SHORELINE PROTECTION

DATUM: MLLW= 0.0

ADJACENT PROPERTY OWNERS:
 1. ALASKA RAILROAD CORPORATION
 2. CITY OF WHITTIER
 3. STATE OF ALASKA

**PROPOSED
 TYPICAL ARMOR
 ROCK SECTION**

CITY OF WHITTIER
 PO BOX 608
 WHITTIER, ALASKA
 99693
 POA-2007-1718

**WHITTIER
 SMALL BOAT HARBOR
 WEST END ARMOR
 PROTECTION**

ON: PASSAGE CANAL
 AT: WHITTIER, ALASKA

8-28-2018

SHEET 5 of 6



**PROPOSED
TYPICAL ARMOR
ROCK SECTION**

CITY OF WHITTIER
PO BOX 608
WHITTIER, ALASKA
99693
POA-2007--1718

**WHITTIER
SMALL BOAT HARBOR
WEST END ARMOR
PROTECTION**

ON: PASSAGE CANAL
AT: WHITTIER, ALASKA

8-28-2018

SHEET 6 of 6

**CITY OF WHITTIER
RESOLUTION #23-2018**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER, ALASKA, APPROPRIATING \$48,000 OF THE GENERAL FUND OR HARBOR RESERVE FUND FOR THE PURPOSE OF PROVIDING SHORELINE PROTECTION LOCATED IN THE WHITTIER HARBOR BASIN, AT LATITUDE 60.7771° N., LONGITUDE 148.6927° W., WHITTIER, ALASKA.

WHEREAS, areas in the City of Whittier's Small Boat Harbor have suffered from natural coastal erosion problems behind the business known as Alaska Sea Kayakers, which is adjacent to the City Dock; and

WHEREAS, the U.S. Army Corps of Engineers has approved plans and a permit under the Nationwide Permit to repair and conduct maintenance bank stabilization; and

WHEREAS, Pruhs Construction, who is currently under contract for the Shotgun Cove Road Project, has offered to perform the work under Change Order A to the Shotgun Cove Road Project per Army Corp Permit POA-2007-0178 dated 8-28-2018 for \$48,000.00 lumps sum, and

WHEREAS, time is of the essence and Pruhs can begin work on or around October 1, 2018 and can complete the shoreline protection project by November 15, 2018;

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL AUTHORIZES PAYMENT OF NO MORE THAN \$48,000.00 FROM THE GENERAL FUND OR THE HARBOR RESERVE FUND TO PRUHS CONSTRUCTION FOR THE PURPOSE OF PROVIDING SHORELINE PROTECTION IN THE WHITTIER SMALL BOAT HARBOR.

PASSED AND APPROVED by a duly constituted quorum of the City Council for the City of Whittier, Alaska on this ____ day of _____ 2018.

**Introduced By: Jim Hunt
Introduction Date: September 13, 2018**

ATTEST:

Naelene Matsumiya
City Clerk

Daniel Blair
Mayor

Ayes:
Nays:
Absent:
Abstain: