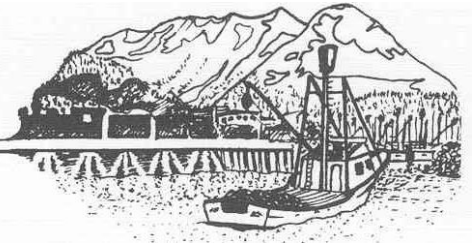


# CITY OF CORDOVA



**Chairman:**

**Jake Betts**

**Commissioners:**

**Andy Craig**

**Max Wiese**

**Ken Jones**

**Mike Babic**

**Harbormaster:**

**Tony Schinella**

**Admin Assistant:**

**Brandy Griffith**

## **HARBOR COMMISSION SPECIAL MEETING**

**MARCH 03, 2021 @ 1:00 PM**

**COUNCIL ROOM A&B**

### **AGENDA**

#### **CALL TO ORDER**

#### **ROLL CALL**

Jacob Betts, Andy Craig, Max Wiese, Ken Jones, Mike Babic

**1. APPROVAL OF SPECIAL AGENDA..... (voice vote) Page 1**

**2. APPROVAL OF MINUTES**

A. Next Regular Meeting

**3. COMMUNICATIONS BY VISITORS**

A. Audience comments regarding agenda items (3 minutes per speaker)

1. City Manager, Helen Howarth

**4. HARBORMASTER REPORT.....Grant Progress Page 2**

**5. NEW BUSINESS**

A. North Harbor future development discussion..... Page 4

B. Land Disposal Maps recommendation..... (Voice Vote) Page 3-6

**6. OLD BUSINESS**

A. Resolution 03-21-01 USFS Lease..... (Voice Vote) Page 7-22

**7. MISCELLANEOUS BUSINESS**

A.

**8. AUDIENCE PARTICIPATION**

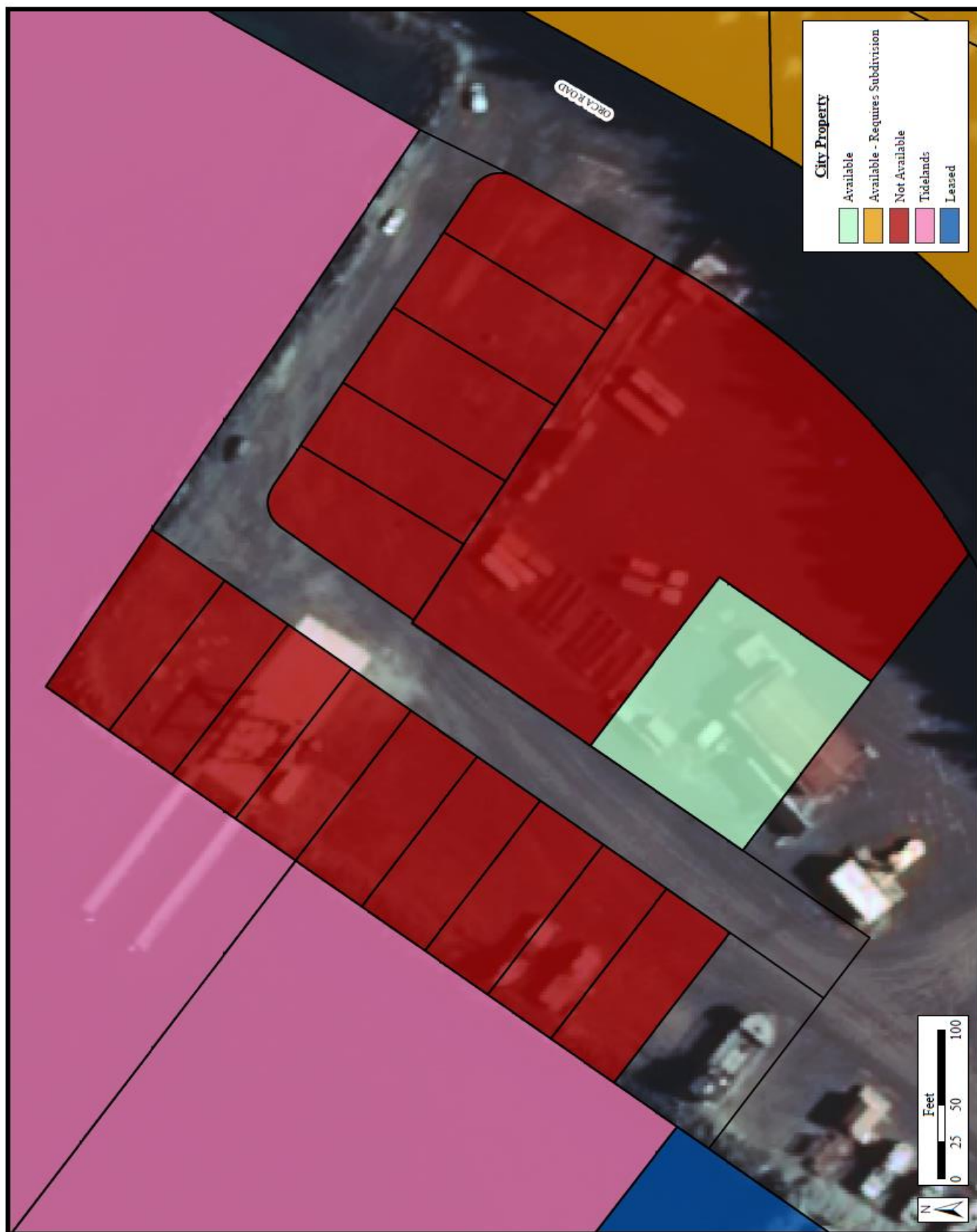
**9. COMMISSION COMMENTS & NEXT MEETING AGENDA ITEMS**

**10. ADJOURNMENT.....(voice vote)**

**Public Call-in number 907-253-6202, each call is placed on hold, then calls will ring through in the order received. Please stay on the phone until you've been addressed by the commission. Comments limited to 3 minutes.**

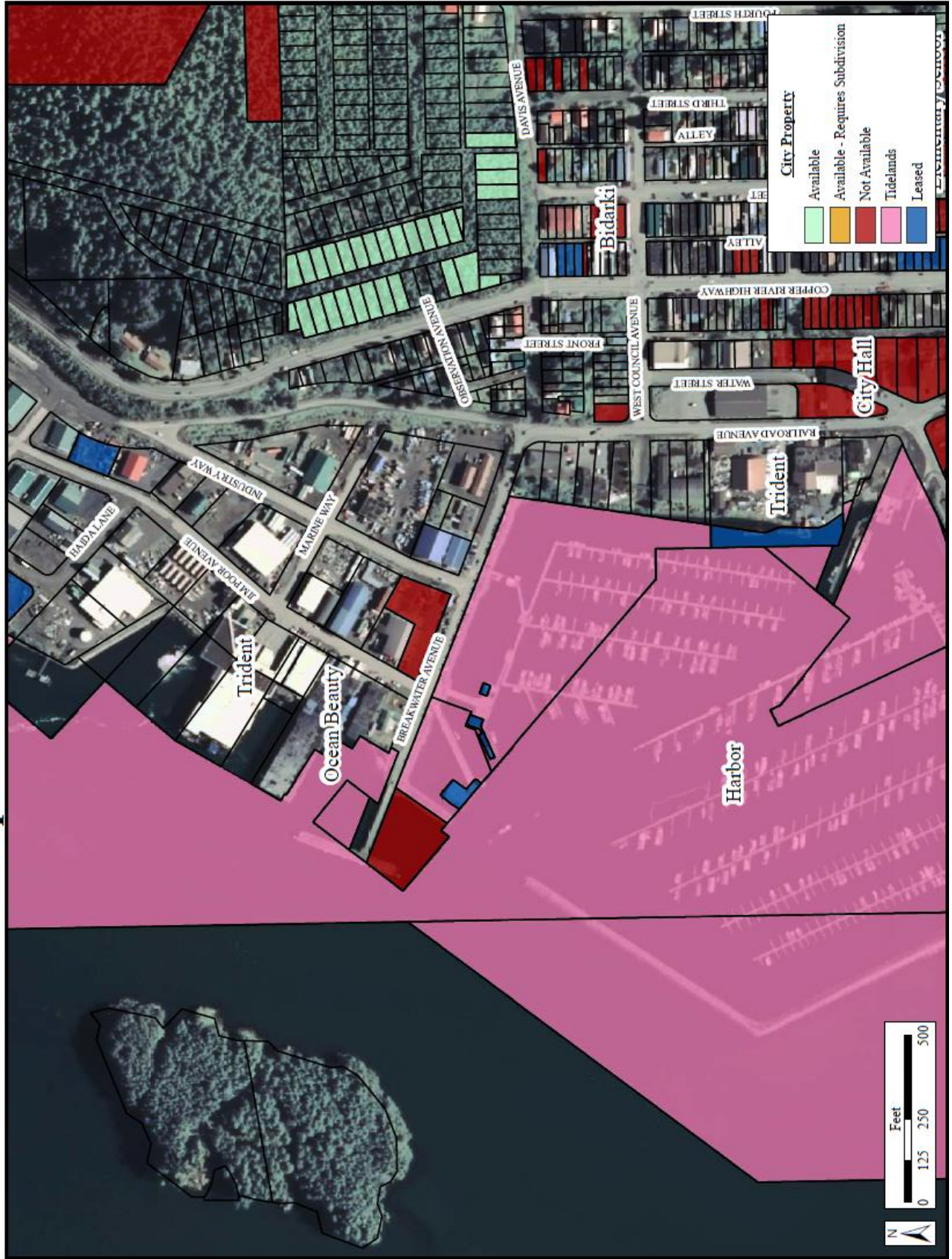
## Harbor Grant Progress Since October:

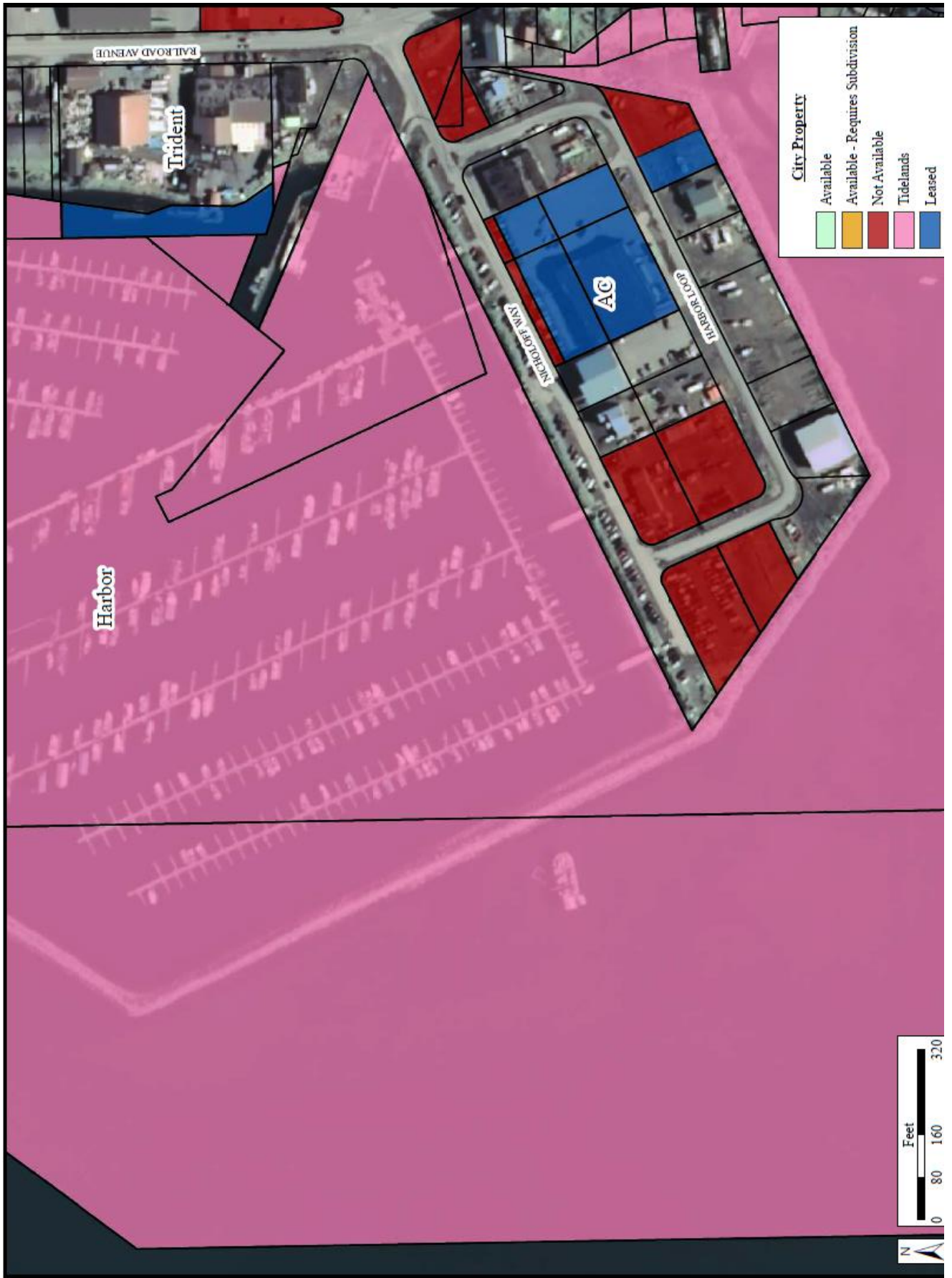
- Shirley Kelley, the EDA “gatekeeper” for Alaska, has provisionally agreed to support Cordova’s south harbor for EDA Public Works funding; ended last call with “I would love to do a project in Cordova.” This would be good to stack with the Tier 1 grant, potentially funding the drive-down-dock on top of the Tier 1’s in-kind replacement.
    - \$3 million max. 50% match.
    - Took quite a bit of finessing of Cordova’s economic stats to convince Shirley we qualify for these funds. Had to adjust mean household income by federal cost-of-living data for Cordova and use census tract data rather than Cordova-specific to qualify on unemployment. But we now have greenlights on both criteria.
    - Other roadblock was EDA wants \$9 private sector investment per \$1 federal spent over first 9 years of investment. Satisfied this benchmark using McDowell Group calculated “multiplier effect” that cites 1.6X economic benefit on Cordova’s larger economy per dollar landed in gross catch (which is then multiplied by fraction of Cordova’s fishing fleet moored in decrepit south harbor to calculate total economic impact of not repairing harbor). Greenlighted here as well.
  - Ran postmortem on BUILD grant. We had not done this after first failed application. Highly encouraging. We were in the top ~20% of applicants and went before the DOT secretary. Weak points of the application included lack of preliminary environmental compliance and unrealistic Cost-Benefit analysis.
    - Tony has contracted Solstice Consulting to do exactly this sort of NEPA assessment so that all environmental ducks are in a row for federal funding moving forward. (This will be necessary for EDA and/or FEMA, as well.)
    - Have been working with NOAA’s “Working Waterfronts” team on how to strengthen our cost-benefits analysis of harbor rebuild. They are now consulting on this project for free. Their team includes several PhD economists who specialize in maritime economies.
  - FEMA BRIC funding is another possibility we have been looking into, but are less far along than the others based on where we fell in the funding calendar (not eligible until Jan. 2022).
    - Sam has been in contact with FEMA’s Alaska rep, who was enthusiastic but wanted the environmental consulting mentioned above done before we could go much further.
    - Curtis has been working with DNR coastal geologists on what data we can use to suggest harbor infrastructure needs improved from hazard mitigation perspective; best route probably involves citing that last year was highest water level in Orca Inlet in 41 years on record; based on this, upon reviewing south harbor condition assessment DNR reps are willing to write letter of support that project qualifies as hazard mitigation.
  - Port Infrastructure Development Grant is a possibility that we are looking into.
    - Sam, Curtis, and I had a phone conference with Robert Bouchard with the Maritime Administration in Washington DC. We plan to pursue this grant opportunity also.
- Public Works Director and Harbormaster had a phone conference with Jason Davis from Turnagain Marine Construction to better understand the Design Build contract process for rebuilding the South Harbor.
  - Solstice AK Is working on preliminary environmental permitting to be included into the South Harbor grant packets
  - Northern Economics Is working on our Benefit Cost Analysis section to be included into the south Harbor grant packets.
  - Phone conference with Build Grant personnel and Mike Fisher from Northern Eco to discuss items that are needed in the Build Grant to improve our chances in securing the Build Grant.
  - Curtis, Sam, and I met with Shirley Kelly of EDA and members of the USDA Rural Development to figure out how the USDA grant system works and funding amounts





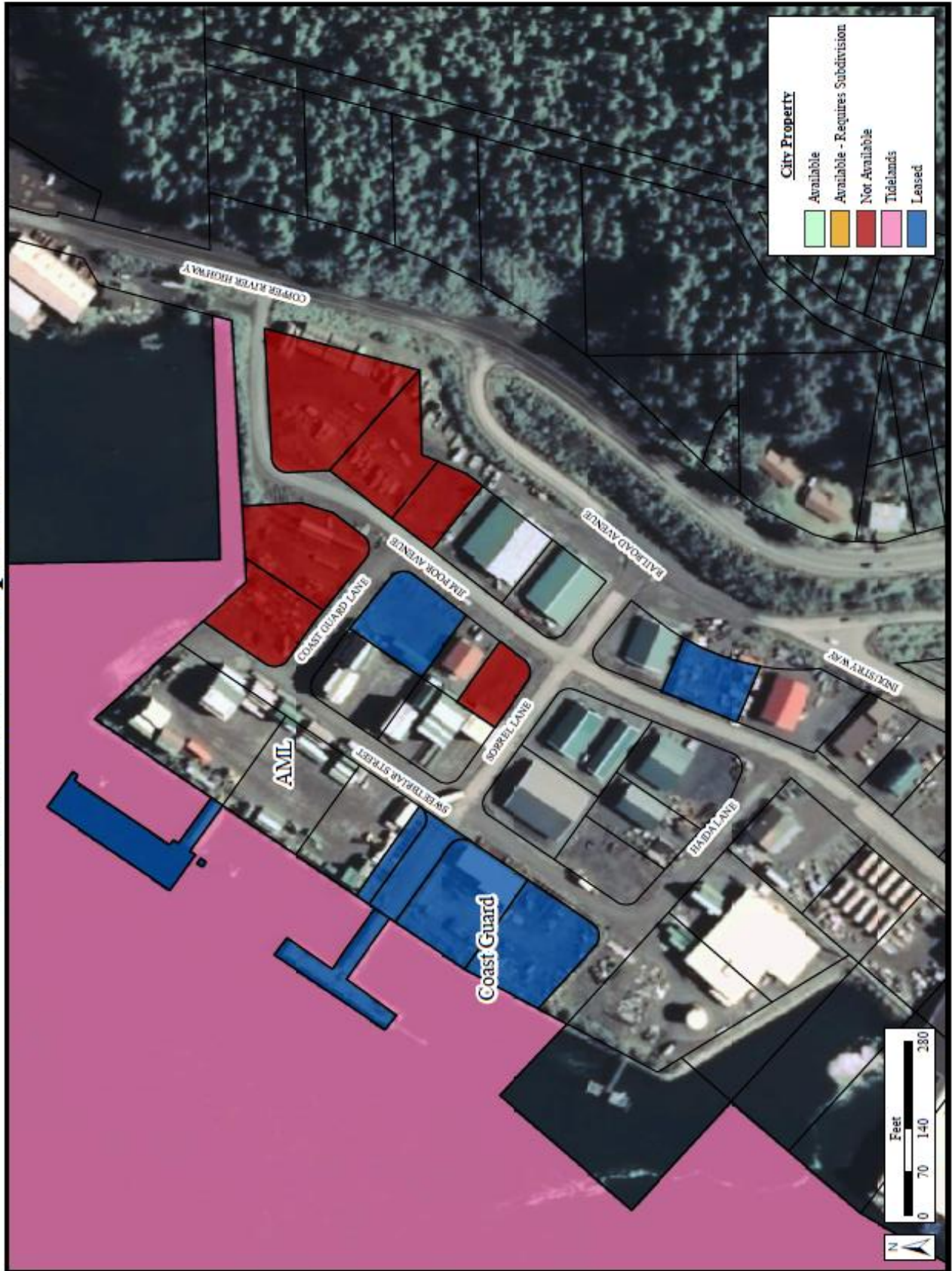
# Tidewater Development Park & Cordova Industrial Park







# North Fill Development Park



**CORDOVA HARBOR COMMISSION  
CORDOVA, ALASKA  
RESOLUTION 03-21-01**

**A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF CORDOVA, ALASKA  
RECOMMENDING THAT CORDOVA CITY COUNCIL DIRECT STAFF TO RENEGOTIATE THE  
USFS LEASE WITHIN THE NORTH HARBOR AT FAIR MARKET VALUE AND WITH  
FLEXIBILITY IN THE TERM AND LOCATION OF THE LEASE**

**WHEREAS**, the current lease between the City of Cordova and the USFS was established in 1965 for 1 dollar, expired on May 31, 2020 and the city and USFS currently have a standstill agreement in place and

**WHEREAS**, the Harbor Commission would like to see the property leased at fair market value to the USFS; and

**WHEREAS**, the current location of the USFS dock could impede certain harbor expansion; and

**WHEREAS**, the current Harbor Facilities Master Plan calls for expansion towards the USFS dock and the PWSSC; and

**WHEREAS**, the Harbor Commission and Harbor and Port Department are constantly assessing and reassessing possibilities of reconfiguration and/or expansion of Harbor infrastructure; and

**WHEREAS**, the Harbor Commission and Harbor and Port Department is exploring future broader developments in the City Harbor and therefore, is requesting flexibility on the part of any current lessees within the harbor, such as the USFS; and

**WHEREAS**, discussions lately between City Staff and USFS Staff have been agreeable and both sides understand that the future may bring altered docks, floats and could even include establishment of ancillary businesses within the harbor boundaries and both are committed to revisit the lease if a need arises to change the term or change to a location that would be acceptable for the USFS needs; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Harbor Commission of the City of Cordova, Alaska, recommends renegotiation of the USFS lease for fair market value and with flexibility as to the term and location.

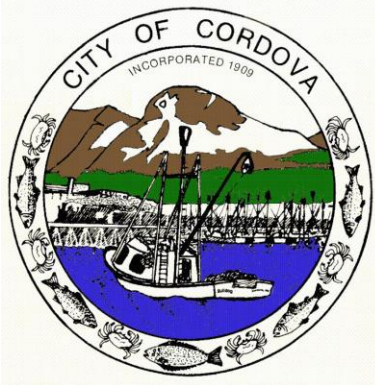
**PASSED AND APPROVED ON THE 3RD DAY OF MARCH, 2021.**

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Chairman Jacob Betts

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Tony Schinella, Cordova Harbormaster



**AGENDA ITEM # xx**  
**Planning Commission Meeting Date: xxxxx**  
**COMMUNICATION FORM**

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**FROM:** Planning Staff

**DATE:** 2/4/21

**ITEM:** Letter of Interest from USDA Forest Service for the “Forest Service Dock and Marine Warehouse”

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

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☐ INFORMATION  
☒ MOTION  
☐ RESOLUTION

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**I. REQUEST OR ISSUE:**

Requested Actions:	Recommendation to City Council on Disposal and Disposal Method Applicant:
USDA Forest Service	
Legal Description:	Portion of Lot 3, Block 7A, Tidewater Development Park
Area:	Approx. 1,120 SF of tidelands
Zoning:	None
Attachments:	Location Map

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

Staff suggest the following motion:

“I move to recommend to City Council to dispose of a 1,120 square foot portion of tidelands on Lot 3, Block 7A, Tidewater Development Park over which there are improvements commonly referred to as the “Forest Service Dock and Marine Warehouse” as outlined in Cordova Municipal Code 5.22.060 B by \*”



Choose one of the following to insert for the asterisk:

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

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

These tidelands have been leased to the Forest Service with no annual rent since 1965. The Forest Service has indicated that they are willing to lease at fair market value in the future.

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

The Forest Service has leased a 1,120 square foot portion of tidelands (see attached location map) in the Cordova Harbor. The improvements on the tidelands, the dock and warehouse, are owned by the Forest Service.

**1/31/19** – Forest Service submitted a letter (**Attachment A**) requesting a renewal of the lease. The 1965 lease (**Attachment B**) had a lease renewal clause that could be exercised at the option of the Forest Service and the city.

**8/21/19** – City staff met with Forest Service staff and reviewed the renewal request and the lease with the city attorney. City staff and attorney determined that it would not be possible to renew under the terms of the old lease as it was in conflict with city ordinances due to how limited the language and how old the lease was. In order to negotiate a new lease with the Forest Service, the Forest Service would need to go through the city's land disposal process. City staff sent the Forest Service a letter (**Attachment C**) explaining two conditions staff anticipated would be necessary for a new lease. The Forest Service indicated that their original letter requesting renewal of the lease would serve as the letter of interest for the land disposal process.

**3/5/20** – At a Harbor Commission meeting, the commission passed Resolution 03-20-01 (**Attachment D**), which recommends a renegotiation of the lease for a five-year term.

**3/12/20** – Shoreside Petroleum submitted a letter (**Attachment E**) to the City Manager indicating interest in the portion of the harbor leased by the Forest Service and Science Center facilities, and requesting the city only enter into short-term leases.

**5/1/20** – Due to the lease expiration and the city's COVID-19 response, the city entered into a standstill agreement with the Forest Service to allow for more time for the land disposal process. The standstill agreement is a temporary agreement to preserve status quo under existing lease terms. It is set to expire on March 31, 2021.

**1/14/21** – The Forest Service submitted a letter (**Attachment F**) requesting the city negotiate directly with the Forest Service.

This property is currently shown as 'Leased' on the Land Disposal Maps. The following is the definition of the designation:

**Leased** – These are parcels currently leased to a business or government entity by the city and are not available during the lease term. There are leases that are short term and renew every two years and others are long term leases with substantial improvements on the property. Some leased property has an option to purchase. When a lease term ends, the property immediately becomes 'Available.'

**1/19/21** – The Planning Commission passed a motion to recommend the City Council negotiate directly with the Forest Service to lease the property. Later in the meeting the motion was reconsidered, and the commission referred the issue to the Harbor Commission. From the unapproved minutes of the meeting:

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

**Bolin** said the dock was vital to the Forest Service and has been there since 1965 and it is time to move forward with a new lease. **Hall** said the Forest Service owns the facilities and the city can't just kick them out. He agreed with at least a five year lease timeline.

M/Hall S/Bolin to amend the motion by striking "or purchase."

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

Yea: **Bolin, Lohse, Hall, Trumblee**

Nay: **Bird, Baenen**

**Lohse** said he thought they needed to renew the lease, but not for long-term. He wanted to see the city work with the Forest Service. He did think the lease amount was very low. **Baenen** verified with **Stavig** that the recommendation from the Harbor Commission was prior to Shoreside Petroleum sending a letter. A floating fuel dock would be a multi-million-dollar facility convenient for the fishermen. He wanted this to go back to the Harbor Commission. **Trumblee** agreed and said a fuel dock would bring money to the community.

**Bird** noted that looking at the timeline, the Forest Service did submit a letter well in advance of the lease expiring. She said the Harbor Commission could be involved with City Council as the process continued. She said a five-year lease seemed reasonable.

M/**Baenen** S/**Lohse** to refer this to the Harbor Commission to let them weigh in on the interest from Shoreside Petroleum to put in a floating fuel dock.

**Lohse** said there was the possibility of a large harbor infrastructure investment and wanted to hear from the Harbor Commission. **Hall** said that the current lease expires in March and verified with staff that they would likely have to look into extending the standstill agreement.

Upon voice vote, motion to refer failed 3-3.

Yea: **Baenen, Lohse, Trumblee**

Nay: **Bird, Bolin, Hall**

**Bird** said that the main motion does not specify a lease term. City Council can also request consultation of the Harbor Commission.

Upon voice vote, main motion passed 4-2.

Yea: **Bird, Bolin, Hall, Trumblee**

Nay: **Baenen, Lohse**

M/**Trumblee** S/**Baenen** to reconsider the motion that passed concerning the recommendation on the letter of interest from the USDA Forest Service.

**Trumblee** said she wanted to let the Harbor Commission see the letter from Shoreside. **Baenen** agreed. **Stavig** said that they would now vote again on the original motion with the recommendation to City Council.

Upon voice vote, main motion failed 3-3.

Yea: **Bird, Bolin, Hall**

Nay: **Baenen, Lohse, Trumblee**

M/**Baenen** S/**Lohse** to refer the agenda item to the Harbor Commission.

**Bird** clarified that the agenda item would be going to the Harbor Commission and then back to the Planning Commission for the recommendation. **Baenen** verified with staff that the letter from Shoreside had not been presented to the Harbor Commission.

Upon voice vote, motion to refer passed 4-1.

Yea: **Bird, Baenen, Lohse, Trumblee**

Nay: **Bolin**

There have been no problems related to this lease; conditions of the lease have been met. There have been recent improvements to the marine warehouse. The Forest Service presence in the harbor has been noted in various harbor grants in order to demonstrate the diversity of harbor users. The Forest Service has submitted letters of support for harbor grants.

There has been some discussion about how this part of the harbor could be reconfigured in the future, but there is no concrete design as that would likely happen in conjunction with a large harbor infrastructure project. Staff anticipated that this would be a concern, which is why the second condition in Attachment C addressed future infrastructure projects. The Science Center's lease for their office

building expires in December 2021; however, they will likely need to occupy the building for an additional year while construction on their new campus is completed.

**Applicable Code:**

5.22.040 - Letter of interest to lease or purchase.

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

5.22.060 - Methods of disposal.

*B. In approving a disposal of an interest in city real property, the city council shall select the method by which the city manager will conduct the disposal from among the following:*

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

**VI.     LEGAL ISSUES:**

Legal review of lease required.

**VII.    SUMMARY AND ALTERNATIVES:**

N/A



Location Map



**Attachment A**



United States  
Department of  
Agriculture

Forest  
Service

Cordova Ranger District

612 2nd Street  
P.O. Box 280  
Cordova, AK 99574

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**File Code:** 7310  
**Date:** January 31, 2019

Alan Lanning  
Cordova City Manager  
PO Box 1210  
601 1st St  
Cordova, Alaska 99574

Dear Cordova City Manager Lanning,

I would like to request a renewal of lease between the City of Cordova and USDA Forest Service for loading dock space and adjoining intertidal space currently occupied by the Cordova Ranger District in the Cordova Small Boat Harbor as described in the attached lease agreement. The Forest Service would like to exercise the option to renew for a period of 55 years under the terms and conditions identified in section #5 of the lease. This would include the continued operation and maintenance of the Forest Service owned marine warehouse and adjoining float and ramp facility.

Additionally, I would like to express appreciation for the ongoing mutual support between the Forest Service and the City of Cordova. This support includes: an MOU allowing the City use of the Cordova Ranger District office located on 2nd Street as an alternate Emergency Operations Center (EOC) during natural disasters such as an earthquake-generated tsunami; providing the Cordova community use of the historic federal courtroom as a public space for special events and meetings; and providing public safety through cooperation between Forest Service Law Enforcement officers and the City. We have also been proud to provide equipment and personnel to assist with a variety of annual community activities including Cordova Clean-up Day, Cordova Shorebird Festival, Cordova Community 4<sup>th</sup> of July celebration, and other public events.

Since the creation of the Chugach National Forest and Cordova Ranger District in 1907, the Forest Service and City have enjoyed a close partnership and collaborative relationship. We look forward to continuing our relationship and supporting Cordova along with managing surrounding public lands.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Zastrow", written over a faint circular stamp.

DAVID ZASTROW  
District Ranger (Acting)



Caring for the Land and Serving People

Printed on Recycled Paper



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**Attachment B**

# LEASE

BETWEEN

CITY OF CORDOVA

AND

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this thirty-first day of May  
in the year one thousand nine hundred and sixty-five by and between  
the City of Cordova  
whose address is Box 938, Cordova, Alaska

for heirs, executors, administrators, successors, and assigns, hereinafter called  
the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and  
agree as follows:

2. The Lessor hereby leases to the Government the following-described premises, viz:  
That part of the tidelands within the Cordova Small Boat Harbor, Alaska  
Tidelands Survey No. 220, to be occupied by the westerly 28 feet of the  
Loading Dock in the northwesterly part of said small boat harbor as shown  
on the approved plans Q-3-4-48, entitled, U. S. Army Engineers District,  
Alaska, City of Cordova, Inner Harbor Facilities Reconstruction, General  
Layout, Sheet 1 of 5, a portion of which is hereto attached and hereby  
made a part of this lease, containing 1,120 square feet, more or less; and  
an adjoining space designated on said approved plan as VB-PUS (Forest Service-  
Fish and Wildlife Service) Float and Gangway with dimensions of approximately  
12 x 95 feet.

to be used exclusively for the following purposes (see instruction No. 3):

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning  
the first day of June 1965

and ending with  
the thirty-first day of May 2020



5. This lease may, at the option of the Government, ~~be renewed from year to year at the discretion~~  
and of the Lessor, be renewed for a period of 5 years under  
~~the same terms and conditions herein specified,~~ provided notice be given in writing  
to the Lessor at least one (1) year days before this lease ~~or any extension thereof~~ would  
otherwise expire: ~~provided that the Government shall extend or purchase such property upon the same~~  
~~terms as are herein provided.~~

7. The Government shall pay the Lessor for the premises rent at the following rate:

[illegible]

9. The Lessor hereby warrants that the premises are free from all liens and encumbrances, and that the Lessor has the right to lease the premises for the term hereinafter provided. The Lessor reserves the right to enter the premises at any time for the purpose of inspecting the premises and to make repairs and alterations thereto. In the event the Lessor shall deem it necessary to make any such repairs or alterations, the Lessor shall give the Lessee reasonable notice in writing. In the event the Lessor shall deem it necessary to terminate this lease for any reason, the Lessor shall give the Lessee reasonable notice in writing. In the event the Lessor shall deem it necessary to terminate this lease for any reason, the Lessor shall give the Lessee reasonable notice in writing.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate and the lessor shall refund to the lessee all monies paid by the lessee under this lease, less the amount of any insurance proceeds received by the lessee from the destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The revisions, deletions, and additions to Paragraphs 1, 2, 3, 4, 5, 6, and 7, and the complete deletions of Paragraphs 8, 9, and 10, and the addition of Paragraph 13 on the attached sheet are hereby a part of this lease and were made prior to the execution of the lease by either party hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

/s/ Donna M. Sherby

City Clerk

Adipose

/s/ David Muma  
City Manager

LEGAT.

UNITED STATES OF AMERICA,

By W. H. Johnson

Regional Forester, Region 10, Forest  
Service.  
(Official title)  
Department of Agriculture

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant  
Secretary.)

I, Deanne M. Sherby, certify that I am the City Clerk-Treasurer

Secretary of the corporation named as Lessor in the attached lease; that

Secretary of the corporation named as Lessor in and to said lease, who signed said lease on behalf of the Lessor, was then

David Muma \_\_\_\_\_, who signed said lease was duly signed for an

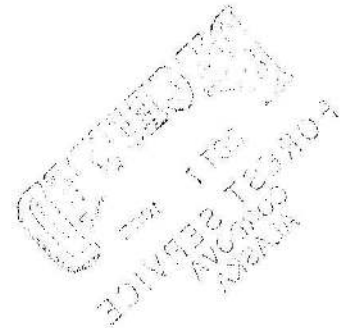
David Muma \_\_\_\_\_ of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

/s/ Donna M. Sherby

[ CORPORATE  
SEAL

(Sheet 3)

19. The Government shall have the right during the existence of this lease to erect a marine warehouse and such associated and related building facilities as may be needed; to erect additions, structures or signs, in or upon the premises leased, such buildings to be and remain the property of the Government and may be removed therefrom by the Government within a reasonable time after the termination of this lease or renewal thereof; to dispose of the buildings in place, in the event that use is discontinued by the Government, provided that if disposition of the buildings is to a party or parties other than the lessor, the buildings shall be removed from the premises within a reasonable period.





## INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

1. This standard form of lease shall be used whenever the Government is the lessee of real property; except that when the total consideration does not exceed \$100 and the term of the lease does not exceed 1 year the use of this form is optional. In all cases where the rental to be paid exceeds \$2,000 per annum the annual rental shall not exceed 15 per centum of the fair market value of the rented premises at the date of lease. Alterations, improvements, and repairs of the rented premises by the Government shall not exceed 25 per centum of the amount of the rent for the first year of the rental term or for the rental term if less than 1 year.

2. The lease shall be dated and the full name and address of the lessor, clearly written in paragraph 1.

3. [REDACTED] and, in case of rooms, the floor and room number of each room given. The language inserted at the end of article 2 of the lease should specify only the general nature of the use, that is, "office quarters," "storage space," etc.

4. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.

5. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

6. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of his authority so to act shall be furnished.

7. Under paragraph 6 of the lease insert necessary facilities to be furnished, such as heat, light, janitor service, etc.

8. There shall be no deviation from this form without prior authorization by the Director of Procurement, except—

(a) Paragraph 3 may be drafted to cover a monthly tenancy or other period less than a year.

(b) In paragraph 5, if a renewal for a specified period other than a year, or for a period optional with the Government is desired, the phrase "from year to year" shall be deleted and proper substitution made. If the right of renewal is not desired or cannot be secured paragraph 5 may be deleted.

(c) Paragraph 6 may be deleted if the owner is not to furnish additional facilities.

(d) If the premises are suitable without alterations, etc., paragraph 8 may be deleted.

(e) Paragraph 9 provides that the lessor shall, "unless herein specified to the contrary, maintain the said premises in good repair, etc." A modification or elimination of this requirement would not therefore be a deviation.

(f) In case the premises consist of unimproved land, paragraph 10 may be deleted.

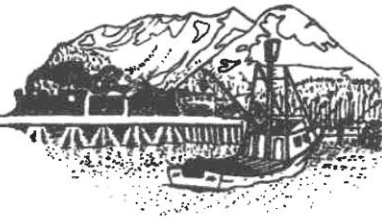
(g) When executing leases covering premises in foreign countries, departure from the standard form is permissible to the extent necessary to conform to local laws, customs, or practices.

(h) Additional provisions, relating to the particular subject matter mutually agreed upon, may be inserted, if not in conflict with the standard provisions, including a mutual right to terminate the lease upon a stated number of days' notice, but to permit only the lessor so to terminate would be a deviation requiring approval as above provided.

9. When deletions or other alterations are permitted specific notation thereof shall be entered in the blank space following paragraph 11 before signing.

10. If the property leased is located in a State requiring the recording of leases in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

# CITY OF CORDOVA



**August 21, 2019**

Dave Zastrow  
PO Box 280  
Cordova, AK 99574

**RE: Lease**

Dave,

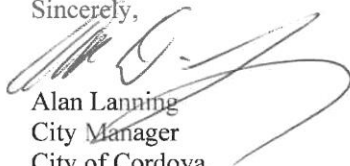
Thank you for meeting with city staff earlier this year to discuss the lease for the dock in the Cordova Harbor. As discussed, the city wanted to know if the Forest Service would still be interested in leasing the property with the following conditions:

1. The lease rate will be at fair market value of the tidelands. We have determined this amount to be an annual rental rate of \$1,014.00. This amount is based on the city assessor's valuation in the property tax files for square footage and the 6,000 square feet of the harbor impacted by the dock.
2. The lease will contain a provision which allows the lease to be renegotiated if there is a harbor infrastructure project which changes the configuration of the docks. The city would like the ability to work with the Forest Service on a different configuration and/or location so that a future harbor project would not be limited by working around the existing leased tidelands.

In order to begin the land disposal process, which would allow for the negotiation of a new lease, the city needs a letter of interest from the Forest Service which states that the Forest Service is interested in continuing to lease the property from the city.

Please contact me if you have any questions.

Sincerely,



Alan Lanning  
City Manager  
City of Cordova  
PO Box 1210  
Cordova, AK 99574

**CORDOVA HARBOR COMMISSION  
CORDOVA, ALASKA  
RESOLUTION 03-20-01**

**A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF CORDOVA, ALASKA TO CORDOVA  
CITY COUNCIL, RECOMMENDING TO RENEGOTIATE THE USFS LEASE WITHIN THE NORTH  
HARBOR AT FAIR MARKET VALUE FOR A MAXIMUM TERM OF 5 YEARS.**

**WHEREAS**, the current lease between the City of Cordova and the USFS was established in 1965 for 1 dollar, and expires on May 31, 2020,

**WHEREAS**, the current location of the USFS dock is blocking potential harbor expansion,

**WHEREAS**, the current Harbor Facilities Master Plan calls for expansion towards the USFS dock and the PWSSC,

**WHEREAS**, the USFS vessels could potentially share secure moorage with the Alaska State Trooper vessels at the Alaska State dock in the South side of the Cordova Harbor,

**WHEREAS**, the Cordova Harbor Commission previously passed a resolution December 9<sup>th</sup>, 2015 with the same wording, giving the USFS notice of the Harbor's intentions,

**NOW THEREFORE BE IT RESOLVED**, that the Harbor Commission of Cordova, Alaska, recommends to Cordova City Council that the USFS lease within the North Harbor be renegotiated for term of not more than 5 years at fair market value.

**PASSED AND APPROVED ON THE 9TH DAY OF MARCH, 2020.**

  
Chairman Jacob Betts

  
Tony Schinella, Cordova Harbormaster





CORPORATE OFFICE  
1813 E. 1<sup>st</sup> Avenue  
Anchorage, AK 99501  
PHONE (907) 344-4571  
FAX (907) 561-3509  
[www.shoresidepetroleum.com](http://www.shoresidepetroleum.com)

March 12, 2020

Helen Howarth  
Cordova City Manager  
PO Box 1210  
Cordova, Alaska 99574

Dear Cordova City Manager Howarth,

As you are aware, Shoreside Petroleum Inc. has been part of the Cordova Harbor Expansion and improvement planning for the last several years. During the planning process Shoreside Petroleum Inc. has expressed interest in the installation of a Floating Fuel Dock Facility located within the Cordova Harbor. Shoreside Petroleum Inc. is interested in the lease or purchase of a portion of Lot 3, Block 7A, Tidewater Development Park. This may include all or portions of dock space, and waterfront currently leased by the US Forest Service and the Prince William Sound Science Center.

A Floating fuel dock facility located inside the Harbor is limited to very few locations. Shoreside Petroleum Inc. welcomes the opportunity to work with Harbor Development and the City of Cordova for the installation of a state-of-the-art facility.

At this time Shoreside Petroleum Inc. respectfully requests that the City of Cordova not enter into leases longer than one year until a long term plan can be developed.

Sincerely,

Terminal Manager

Cordova Terminal

Attachment F



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**File Code:** 7310  
**Date:** January 14, 2021

Helen Howarth  
Cordova City Manager  
PO Box 1210  
601 1st St  
Cordova, Alaska 99574

Dear City Manager,

I would like to request a renewal of the lease for the 1,120 square foot portion of tidelands on Lot 3, Block 7A, Tidewater Development Park currently occupied by the Cordova Ranger District described in the attached lease agreement. The Forest Service requests the City of Cordova exercise option #1 of the City's land disposal options in order to negotiate a new lease agreement between the Forest Service and the City of Cordova.

The Forest Service owns improvements on the property including a marine warehouse and adjoining float and ramp facility. Much of the work the Forest Service performs out of the Cordova Ranger District is reliant on the space that we lease at the Cordova Small Boat Harbor and is beneficial to the diversity of the Harbor and to the community. The Cordova Ranger District uses the dock to patrol the Prince William Sound, operate vessels for fishery and wildlife restoration and research, crew drop off and pick-ups, as well as recreation program operations to maintain public use cabins and trails. The Forest Service also allows other Federal agencies to operate out of this space in the summer. The dock allows the Forest Service to support agencies such as U.S. Coast Guard, USFWS and USGS, in their operations within Prince William Sound.

The Forest Service looks forward to continuing our long partnership with the City and hope to negotiate a long-term lease of this space at the fair market rate. The Forest Service is aware of the City's plan to perform renovations on the harbor and has been supportive to these efforts. The Forest Service has submitted letters of support for harbor grants and has been noted in various harbor grants in order to demonstrate the diversity of harbor users. The Forest Service would like to continue to be involved in the harbor renovation planning and have the opportunity to discuss options in the future.

In order to negotiate agreeable lease term and rate to both party I ask that the City exercise the first option in the land disposal process to begin negotiating a new lease agreement between the Forest Service and City of Cordova.

Sincerely,

  
STEVEN NAMITZ  
District Ranger

