

Mayor

David Allison

Council Members

Tom Bailer

Cathy Sherman

Jeff Guard

Melina Meyer

Anne Schaefer

Kristin Carpenter

Ken Jones

City Manager

Helen Howarth

City Clerk

Susan Bourgeois

Deputy Clerk

Tina Hammer

Student Council

Mhikee Gasmen

**Regular City Council Meeting
March 15, 2023 @ 7:00 pm
Cordova Center Comm Rooms
Agenda**



A. Call to order

B. Invocation, 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 David Allison, Council members Tom Bailer, Cathy Sherman, Jeff Guard, Melina Meyer, Anne Schaefer, Kristin Carpenter, and Ken Jones

D. Approval of Regular Agenda..... (voice vote)

E. Disclosures of Conflicts of Interest and Ex Parte Communications

- conflicts as defined in Cordova Municipal Code 3.10.010 should be declared, then Mayor rules on whether member should be recused, Council can appeal the Mayor's ruling
- ex parte should be declared here, the content of the ex parte should be explained when the item comes before Council, ex parte does not recuse a member, it is required that ex parte is declared and explained

F. Communications by and Petitions from Visitors

1. Guest Speaker
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions **(CCMCA BoD, School Board Rep)**
4. Student Council Report

G. Approval of Consent Calendar

5. Council concurrence of **Mayor Allison's** appointments to fill vacancies on the..... **(page 1)**
Historic Preservation and Parks and Recreation Commissions
6. Minutes:
 - a. 02-15-23 City Council Public Hearing Minutes..... **(page 3)**
 - b. 02-15-23 Regular City Council Meeting Minutes..... **(page 4)**
7. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of unexcused absence of Council member **Kristin Carpenter** from the March 1, 2023 Regular Meeting
8. Council action to waive protest of the renewal of Liquor License #747 for Loyal Order..... **(page 9)**
of Moose #1266, Club designation

H. Approval of Minutes – in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

9. Mayor's Report
10. City Manager's Report
 - a. City Financial Update through 01-31-23..... **(page 21)**
11. City Clerk's Report

- K. Correspondence**..... (see *primer* for description page 24)
12. 02-22-23 Cordova Electric Cooperative letter regarding PCE credit..... (page 25)
the Cordova Center
13. 03-02-23 Sheridan Alpine Assn. letter regarding Infrastructure Improvements..... (page 26)
14. 03-06-23 Public and Agency Review Notice for Aquatic Farmsite Lease for..... (page 28)
Rachel Hoover dba 100+100=200

L. Ordinances and Resolutions

15. Resolution 03-23-08..... (voice vote)(page 30)
A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a Sole Source contract with Tyler Rental Inc., for the purpose of purchasing a Genie Z45/25 Manlift for the City of Cordova
16. Resolution 03-23-09..... (voice vote)(page 33)
A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a five (5) year lease with Native Conservancy, for Tract 8A, ASLS 73-35

M. Unfinished Business – none

N. New & Miscellaneous Business

17. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 57)

O. Audience Participation

P. Council Comments

Q. Executive Session

City Council is permitted to enter an executive session if an explicit motion is made to do so calling out the subject to be discussed and if that subject falls into one of the 4 categories noted below. Therefore, even if specific agenda items are not listed under the Executive Session header on the agenda, any item on the agenda may trigger discussion on that item that is appropriate for or legally requires an executive session. In the event executive session is appropriate or required, Council may make a motion to enter executive session right during debate on that agenda item or could move to do so later in the meeting.

R. Adjournment

Executive Sessions per Cordova Municipal Code 3.14.030

- **subjects which may be considered 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.
- **subjects may not be considered in the executive session except those mentioned in the motion calling for the executive session, unless they are auxiliary to the main question**
- **action may not be taken in an executive session except to give direction to an attorney or labor negotiator regarding the handling of a specific legal matter or pending labor negotiations**

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Regular Meetings of the Cordova City Council are live-streamed on the City's YouTube
<https://www.youtube.com/@CityofCordovaAlaska> or available there for viewing by the next business day



AGENDA ITEM 5
City Council Meeting Date: 3/15/23
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 2/28/23
ITEM: Concurrence of Mayor's appointments to Historic Preservation Commission and Parks and Recreation Commission
NEXT STEP: Approval of Motion to concur

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: The Historic Preservation Commission and the Parks and Recreation Commission each have vacancies.

II. RECOMMENDED ACTION: City Council should concur with the appointment suggestion made by Mayor Allison and approve by voice vote or roll call vote approving the consent calendar accomplishes the same. Suggested motion is to move to concur with **Mayor Allison's** appointment of **Heather Hall**, to the Historic Preservation Commission and **Jason Ellingson** to the Parks and Recreation Commission for terms through November 2025.

III. BACKGROUND INFORMATION: The City Clerk advertised all board and commission vacancies for approximately 6 weeks at the end of 2022. **Heather Hall** is an incumbent on the HPC and has expressed her interest in remaining on the commission. **Jason Ellingson** had applied in 2022 for a seat on the Parks and Recreation Commission and there was recently a resignation from the commission. He has confirmed he is still interested in the appointment. His application is attached here.

IV. SUMMARY AND ALTERNATIVES: City Council members may concur with the Mayor's appointment or take alternative action. Any alternative action would require pulling this item from the consent calendar.



**City Board or Commission
Membership Application**



Personal Information	
Name: <u>Jason Ellingson</u>	Date: <u>4-18-22</u>
Resident of Cordova? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	How Long? <u>5 years</u>
Name of Partner (optional): <u>Reid Garcia</u>	
Employer: <u>GCI</u>	Job Title: <u>Senior tech</u>
Contact Information	
Residence Address: <u>107 Bluff trail</u>	
Mailing Address: <u>P.O. Box 1972</u>	
Cell Phone: <u>907-570-8681</u>	Email Address: <u>jellingson@OTRenterprises.com</u>
May we include your contact information on our webpage/in published meeting packets: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes, but not all	
If you answered "yes, but not all" above, please specify what we CAN include on webpage/in meeting packets: <u>All</u>	
Affiliations	
Current membership in organizations: <u>Cordova Disc golf club</u> <u>Secretary</u>	
Past memberships in organizations: <u>BEARKE gym member</u>	
City Board(s) or Commission(s) in which you are interested: <u>Parks & Rec</u>	
Why do you want to be involved with this Board or Commission? <u>I LOVE CORDOVA, CORDOVA PARKS & REC TEAM</u> <u>I BELIEVE I HAVE A lot to contribute. I'd like to</u> <u>SEE MORE Projects completed and grow the Discgolf sport</u>	
What experiences have you had, and/or what credentials do you possess, that would make your membership beneficial to the board or commission? <u>Im Senior tech here and a business owner</u> <u>I live here and would like to be an active member</u> <u>of my community</u>	
Applications can be dropped off at City Hall or emailed to: cityclerk@cityofcordova.net	
Board/Commission Application Revised: 09/2019	

**City Council Public Hearing
February 15, 2023 @ 6:45 pm
Cordova Center Community Rooms
Minutes**

A. Call to order

Mayor David Allison called the Council public hearing to order at 7:02 pm on February 15, 2023, in the Cordova Center Community Rooms.

B. Roll call

Present for roll call were **Mayor David Allison** and Council members **Anne Schaefer**, **Kristin Carpenter** and **Ken Jones**. Council members **Tom Bailer** and **Melina Meyer** were present via zoom teleconference. Council members **Cathy Sherman** and **Jeff Guard** were absent. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois**.

C. Public hearing

1. Resolution 02-23-04 A resolution of the Council of the City of Cordova, Alaska amending the Sewer Department section and the Refuse Department section of the 2023 Fee Schedule as had been approved in Resolution 12-22-33 on December 7, 2022

Mayor Allison opened the hearing up for public testimony on the resolution. There was no public testimony.

D. Adjournment

Hearing no objection **Mayor Allison** adjourned the public hearing at 7:03 pm.

Approved: March 15, 2023

Attest: _____
Susan Bourgeois, CMC, City Clerk

**Regular City Council Meeting
February 15, 2023 @ 7:00 pm
Cordova Center Community Rooms A & B
Minutes**

A. Call to order – Mayor David Allison called the Regular City Council Meeting to order at 7:05 pm on February 15, 2023, in the Cordova Center Community Rooms.

B. Invocation and pledge of allegiance – Mayor Allison led the audience in the Pledge of Allegiance.

C. Roll call - Present for roll call were **Mayor David Allison** and Council members **Anne Schaefer**, **Kristin Carpenter** and **Ken Jones**. Council members **Tom Bailer** and **Melina Meyer** were present via zoom teleconference. Council members **Cathy Sherman** and **Jeff Guard** were absent. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois**.

D. Approval of Regular Agenda – M/Schaefer S/Carpenter to approve the agenda.
Hearing no objection Mayor Allison declared the agenda approved as submitted.

E. Disclosures of Conflicts of Interest and ex parte communications - none

F. Communications by and Petitions from Visitors

1. Guest speakers – **Kate Morse** and **Shae Bowman** of Copper River Watershed Project – overview of projects with City of Cordova. **Morse** said the non-profit organization works to promote a salmon-rich intact watershed in culturally diverse communities by forming partnerships for watershed scale projects. They have worked with many of the City departments such as refuse, public works, parks and recreation, planning, school district and medical center. **Bowman** reported on the partnership with the City that has been successful since 2009, fishing web recycling program. They are slated to have recycled 300,000 pounds of gillnet web by this year. She said a huge supporter of the program is *Alaska Marine Lines* – free shipping of the web. The program could not exist without the free shipping.

2. Audience comments regarding agenda items:

Cathy Renfeldt representing the Cordova Chamber of Commerce mentioned she has been working with the City Manager on marketing the Cordova Center. She thanked Council for the chamber's operating funding in the 2023 budget. She was requesting \$30,000 (3 x \$10K) for 3 capital items for the chamber this year.

3. Chairpersons and Representatives of Boards and Commissions: **Dr. Hannah Sanders** reported: 1) today there was a CCMC employees and ICHC employees health services planning meeting; hospital continues to put a lot of time into helping with the NVE evaluation – they are committed to put time and effort into ensuring if there is a transfer of the hospital, it is done right, through a public process and to ensure quality services and financial stability; 2) hospital continues to run in the red, they are working on their processes and trying to come up with creative solutions to improve their revenue cycle; 3) she opined that the best financial solution would still be to not have 2 competing facilities and to integrate healthcare in Cordova with Tribal Management – which is why they continue to work hard to see if this is a viable option for Cordova.

4. Student Council Report – no report

G. Approval of Consent Calendar

5. Resolution 02-23-04 A resolution of the Council of the City of Cordova, Alaska amending the Sewer Department section and the Refuse Department section of the 2023 Fee Schedule as had been approved in Resolution 12-22-33 on December 7, 2022

6. Minutes of the 12-07-22 Regular City Council Meeting

7. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of unexcused absences of Council member **Melina Meyer** from the December 7, 2022 Regular Meeting and of Council member **Cathy Sherman** from the January 18, 2023 Regular Meeting

8. Council concurrence of Mayor's appointment of 2023 Election Board

Vote on the Consent Calendar: 5 yeas, 0 nays, 2 absent. Guard-absent; Schaefer-yes; Jones-yes; Meyer-yes; Bailer-yes; Carpenter-yes and Sherman-absent. Consent Calendar was approved.

H. Approval of Minutes - in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

9. Approval of Employment Agreement between City and *Helen Howarth*

M/Schaefer S/Carpenter to approve the employment agreement between the City of Cordova and Helen Howarth effective February 15, 2023.

Mayor Allison said **Howarth's** review was one of the best he's ever been a part of over all his years on Council and as Mayor. He mentioned that one edit should be made – to increase leave accrual so it is the same as the accrual for other non-union employees who have the same tenure.

M/Schaefer S/Carpenter to amend the employment agreement by changing the accrual of annual leave from 12 hours per month to 16 hours per month.

Vote on the motion to amend: 5 yeas, 0 nays, 2 absent (Guard, Sherman). Motion was approved.

Vote on the main motion as amended: 5 yeas, 0 nays, 2 absent. Sherman-absent; Jones-yes; Guard-absent; Carpenter-yes; Bailer-yes; Meyer-yes and Schaefer-yes. Motion was approved.

10. Council action on change order *Mark Keller*, Project Manager South Harbor rebuild project

M/Carpenter S/Schaefer to approve change order 001 for \$69,988 for additional time and travel for the South Harbor Rebuild Project Manager.

Carpenter said this is a recommendation from staff – we have worked with **Mark Keller** – he is our representative in this project, she supports this, and the amount is not too much considering he is such a strong owner's representative. **Schaefer** asked if he is being given additional duties or will it just be more time involved before completion of project. Public Works Director **Sam Greenwood** answered that we spent way more time at the beginning with him assisting in writing the RFP so to finish out the project he requires this change to the contract. We increased the number of trips he will need to make up here by 2, which adds to the cost. Other Council members expressed support.

Vote on the motion: 5 yeas, 0 nays, 2 absent. Schaefer-yes; Sherman-absent; Jones-yes; Bailer-yes; Guard-absent; Meyer-yes and Carpenter-yes. Motion was approved.

11. Council action on change order *Turnagain Marine Construction* South Harbor rebuild project

M/Jones S/Schaefer to approve change order 001 with Turnagain Marine Construction for \$206,890 for additional upgrades of: 4 additional 32' finger floats with water and power on the N dock and 3 upgraded "T" docks on the ends of H, I and J floats.

Jones said he is in favor. **Schaefer** said she appreciates the revisions and is in support.

Vote on the motion: 5 yeas, 0 nays, 2 absent. Carpenter-yes; Sherman-absent; Bailer-yes; Meyer-yes; Schaefer-yes; Guard-absent; and Jones-yes. Motion was approved.

J. Reports of Officers

12. Mayor's Report – **Mayor Allison** reported: 1) with Council's ok he'd be writing a letter of support for CCMC's Behavioral Health grant; 2) mentioned Rasmussen and State are collaborating on a broadband initiative and want to come speak to us – we will discuss at Pending Agenda.

13. Manager's Report – City Manager **Helen Howarth** reported: 1) wanted to clarify item 19 – she said in her memo "agreement to pursue remodeling the existing CCMC building...". She said she should have said they were all in agreement that rather than building a brand new campus at a considerable cost, it is in the best interest of our community to look at our existing buildings and try to maximize their use through remodeling and sharing of resources. She said this is an investigative process, no governing body has agreed to anything yet.

a. South Harbor Rebuild update – no update besides the change orders already approved tonight.

14. City Clerk's Report – **Bourgeois** reported: 1) She included a sample ballot and election ad in the packet – highlighted that early voting was ongoing at City Hall, applications available still for mailed ballots through Feb. 28.

15. Staff Quarterly Reports:

- a. Museum and Cordova Center, 4Q 2022, **Mimi Briggs** Museum Director
- b. CVFD, 4Q 2022, **Robert Mattson** CVFD Fire Chief

K. Correspondence

- 16.** 01-17-23 Letter from OSA re Cordova 2023 Population Determination

L. Ordinances and Resolutions

17. Ordinance 1204 An ordinance of the Council of the City of Cordova, Alaska, repealing Cordova Municipal Code chapter 19.04 “Flood Protection” and enacting Chapter 19.04 “Floodplain Management” to adopt National Flood Insurance Act land use criteria set forth in federal regulation as requirements for National Flood Insurance Program eligibility and amending CMC 1.28.05 to update the fine schedule to reflect changes to Chapter 19.04 - 1st reading

M/Jones S/Schaefer to adopt Ordinance 1204 An ordinance of the Council of the City of Cordova, Alaska, repealing Cordova Municipal Code chapter 19.04 “Flood Protection” and enacting Chapter 19.04 “Floodplain Management” to adopt National Flood Insurance Act land use criteria set forth in federal regulation as requirements for National Flood Insurance Program eligibility and amending CMC 1.28.05 to update the fine schedule to reflect changes to Chapter 19.04

Schaefer said she supports this because it puts us in line with FEMA to receive support in case of flooding in our community. **Carpenter** asked when the statistics for precipitation in this area were from as she thinks it's been wetter of late here. City Planner **Johnson** said the latest maps of this area are from 2015 – those were used for the modeling.

Vote on the motion: 5 yeas, 0 nays, 2 absent (Guard, Sherman). Motion was approved.

18. Resolution 02-23-03 A resolution of the Council of the City of Cordova, Alaska designating Capital Improvement Projects

M/Jones S/Schaefer to approve Resolution 02-23-03 A resolution of the Council of the City of Cordova, Alaska designating Capital Improvement Projects

Jones opined that when they last discussed, he thought ski hill improvements were intended to be on here.

M/Jones S/Meyer to amend by adding Ski Hill Improvements under Recreational Safety and Development.

Jones said he has been approached by a member of the ski club board about tower maintenance. **Bailer** said he will not support this. He said we rely on staff to come forward with needs. We don't have anything directly from Ski Hill Club or the Parks Director on this, one council member hearing from one board member doesn't qualify as a great need or want. **Meyer** said what a great asset Ski Hill is, and she supports putting this on the list.

Vote on the motion to amend: 4 yeas, 1 nay (Bailer), 2 absent (Guard, Sherman). Motion was approved.

Two other small edits were made – they were administrative clerical edits and did not require formal amendments. Second Header named “**Public Works (Water/Sewer/Streets)**” was changed to “**Water Upgrades**” and Under **Port and Harbor** Waste Oil Building was changed to Waste Oil/Maintenance Building”.

Vote on the main motion as amended: 5 yeas, 0 nays, 2 absent. Bailer-yes; Guard-absent; Schaefer-yes; Carpenter-yes; Jones-yes; Meyer-yes and Sherman-absent. Motion was approved.

19. Resolution 02-23-05 A resolution of the Council of the City of Cordova, Alaska supporting Native Village of Eyak efforts to improve healthcare in Cordova through upgrades to existing healthcare infrastructure while working to consolidate Cordova Community Medical Center and Native Village of Eyak healthcare services for the benefit of all Cordova and supporting funding requests to improve Cordova healthcare infrastructure and result in the consolidation of health service delivery

M/Schaefer S/Carpenter to approve Resolution 02-23-05 A resolution of the Council of the City of Cordova, Alaska supporting Native Village of Eyak efforts to improve healthcare in Cordova through upgrades to existing healthcare infrastructure while working to consolidate Cordova Community Medical

Center and Native Village of Eyak healthcare services for the benefit of all Cordova and supporting funding requests to improve Cordova healthcare infrastructure and result in the consolidation of health service delivery

Schaefer appreciates all the language in the resolution and is in support. **Carpenter** also supports and very much appreciates the City Manager having this dialogue and glad we are focusing on going in the direction of modifying the building we have instead of going with new construction – seems like a much better starting place. **Meyer** said she supports this – **Bailer** agreed – appreciates the **Manager** and **Dr. Sanders** work on this.

Vote on the motion: 5 yeas, 0 nays, 2 absent (Guard, Sherman). Motion was approved.

20. Resolution 02-23-06 A resolution of the Council of the City of Cordova, Alaska adopting a capital budget for fiscal year 2023 and appropriating the amount of \$1,442,795 as summarized pursuant to the following table

M/Jones S/Schaefer to approve Resolution 02-23-06 A resolution of the Council of the City of Cordova, Alaska adopting a capital budget for fiscal year 2023 and appropriating the amount of \$1,442,795 as summarized pursuant to the following table

Schaefer appreciates these priorities put together by staff – she wondered initially if we had the capacity to do all of this in a year – **Howarth** confirmed that a lot of these are purchases not only projects. **Carpenter** asked about Eyak Drive culvert – she wasn't sure of location. **Greenwood** said it is at entrance to 6-mile. There was a beaver issue last summer and when that was being resolved they noticed the collapse of that culvert which is in dire need of replacement. There was concern about the facilities report that would be forthcoming and should we wait to see if any of those should be prioritized. **Howarth** said the report the engineer is completing entails be much bigger items and she would anticipate those falling into more of a five-year plan type of scenario; fall into a major category. She said the facility assessments will be big-ticket items, large capital investments, this \$1.4 million will not even touch some of those. The items on this list will get us through the next year, and next couple of years, stuff we need to do the more permanent fixes.

Vote on the motion: 5 yeas, 0 nays, 2 absent. Sherman-absent; Schaefer-yes; Guard-absent; Meyer-yes; Jones-yes; Bailer-yes and Carpenter-yes. Motion was approved.

M. Unfinished Business – none

N. New & Miscellaneous Business

20. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists

Mayor mentioned he'd get documents out for Clerk's eval and we'd have an e.s. at next meeting. Clerk would also get with Rasmussen on the broadband talk they want to give – an upcoming guest speaker item. Council concurred to remove a few items off of the referred items list.

O. Audience Participation

Kasey Kinsman of 211 Council Avenue – wanted to publicly thank Police Chief Goss and his department for their efforts in the Feb 2 raid on Whitshed – whatever we can do to rid the community of illicit drugs and illegal firearms is all good. He has declared his candidacy for City Council Seat C and so has been looking through City Code and has a few questions/wonders if there isn't some information lacking in the City Code: 1) he couldn't find conflicts of interest in relation to Council members and their relationships to City employees; 2) he also couldn't find residential requirements of Council members once they are elected; 3) along those lines, he couldn't find any in-person attendance requirements for City Council members – that was surprising to him. He opined maybe there should be an in-person attendance minimum requirement set. He would welcome any corrected information or answers to his questions.

P. Council Comments

Meyer said tonight was a good meeting, a lot of information, hopefully we can get these capital projects done – glad to have gotten that approved tonight.

Bailer echoed **Meyer's** comments and said as far as Ski Hill – he said at least one of the member's of the board is very knowledgeable in how Council works, there is no disconnect, they know how to get in touch with us, get on our Capital List, etc.

Schaefer said she knows staff does a lot of work on Council items, this packet seemed exceptionally involved and took a lot of coordination, she appreciates the work. She also thanked all of those stepping up to run for Council, School Board and CCMC Board. She is also excited that **Helen** has signed on for 3 more years.

Jones thanked **Chief Goss** – good to see that kind of stuff happening. He agrees with the public comment and thinks we should evaluate in-person attendance for Council and residency requirements. He said he'd like to see a finance director hired so when we make big decisions like the \$1.4 million in Capital – we had better financial reporting to go along with that. As far as the old City Hall – he'd like to see us rent or sell that after a new Public Safety Building – look how great the old library/museum turned out.

Carpenter said she is also pleased with **Helen's** decision to stay on, we are fortunate to have her. As far as the Capital Budget, we have a lot of deferred maintenance and she knows it seems like a lot to spend but we've asked our staff to do with so little over the years this is us agreeing to what staff has come to us with as their priorities. She is glad that CRWP is going to try to recycle cans – if the City can do anything as far as requiring recycling she would support it.

Q. Executive Session - none

R. Adjournment

Hearing no objection **Mayor Allison** adjourned the meeting at 8:45 pm.

Approved March 15, 2023

Attest: _____

Susan Bourgeois, City Clerk



AGENDA ITEM 8

City Council Meeting Date: 03/15/2023

CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 03/09/2023
ITEM: Council option to protest renewal of Liquor License #747
NEXT STEP: Motion to waive protest via approval of consent calendar

☐ ORDINANCE
☒ MOTION

☐ RESOLUTION
☐ INFORMATION

- I. **REQUEST OR ISSUE:** A Cordova business, Loyal Order of Moose #1266, has applied for a Liquor License Renewal (club designation) with the State through the AMCO (Alcohol and Marijuana Control Office).
- II. **RECOMMENDED ACTION / NEXT STEP:** Council action to waive right to protest the renewal.
- III. **FISCAL IMPACTS:** none, staff sees no reason to protest see background
- IV. **BACKGROUND INFORMATION:** City staff have determined this business to be current in all financial obligations to the City. Police Chief Andrew Goss has no public safety concerns about this business.
- V. **LEGAL ISSUES:** The local governing body's right to protest is defined in AS 04.11.480, attached.
- VI. **SUMMARY AND ALTERNATIVES:** Council approval of the consent calendar would constitute approval of this motion:
Council motion to waive it's right to protest the renewal of liquor license #747, Loyal Order of Moose #1266, Club.



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7th Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

March 9, 2023

City of Cordova

Via Email: cityclerk@cityofcordova.net

Re: Notice of 2023/2024 Liquor License Renewal Application

License Type:	Club	License	747
Licensee:	Loyal Order of the Moose #1266		
Doing Business As:	Loyal Order of the Moose #1266		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson".

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED
03/09/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

747

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Club

LICENSE FEE: \$1,200.00

1110

CITY / BOROUGH: Cordova
Unorganized Borough

D/B/A: Loyal Order of the Moose #.
514 2nd Stret

Mail Address:
Loyal Order of the Moose #1266
PO Box 609
Cordova, AK 99574

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

Joan M. Wilson
DIRECTOR

04-900 (REV 10/20/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED
03/09/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

747

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Club

LICENSE FEE: \$1,200.00

CITY / BOROUGH: Cordova
Unorganized Borough

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

D/B/A: Loyal Order of the Moose #1266
514 2nd Stret

Mailing Address:
Loyal Order of the Moose #1266
PO Box 609
Cordova, AK 99574

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)



Alaska Alcoholic Beverage Control Board

AB-17: 2023/2024 License Renewal Application

Alcohol and Marijuana Control Office
550 W 7th Avenue,
Suite 1600
Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2022 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any application for renewal or any fees for renewal that have not been postmarked by 2/28/2023 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Licensee (Owner):	Loyal Order of the Moose #1266	License #:	747
License Type:	Club		
Doing Business As:	Loyal Order of the Moose #1266		
Local Governing Body:	Cordova		
Community Council:			

If your mailing address has changed, write the NEW address below:

Mailing Address:					
City:		State:		ZIP:	

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Steve Johnson	Contact Phone:	907 306 5244
Contact Email:	stde@gci.net		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:		Contact Phone:	
Contact Email:			

Section 3 - for Package Stores ONLY: Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023?

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>

AMCO

DEC 05 2022



Form AB-17: 2023/2024 License Renewal Application

Lodge Copy

Section 4 – Ownership Structure Certification

YES

NO

☐☒

Did the ownership structure of the licensed business change in 2021/2022?

If Yes, and you have NOT notified AMCO, list the updated information on form AB-39: Change of Officers and submit with your renewal application.

If No, certify the statement below by initialing the box to the right of the statement.

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2021 or 2022.



Section 5 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

2021

2022

1. The license was operated for more than 240 hours throughout each year. (Year-round)

☒☒

2. The license was only operated during a specified time each year. (Not to exceed 6 months per year)

If your operation dates have changed, list them below:

_____ to _____

☐☐

3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.

A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.☐☐

4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.

☐☐If you have not met the minimum number of hours of operation in 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "Other" and COVID is listed as the reason.

Section 6 - Violations and Convictions

YES

NO

Have ANY Notices of Violation been issued for this license?

☒☐

Has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2021 or 2022?

☒☐*If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)**If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.*

Section 7 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and the license being potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license, and have provided all required documents for any new or changes of officers.



Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 License Renewal Application

- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

Steve Johnson

Signature of licensee

Steve Johnson

Printed name of licensee

Kidany Y. Soler

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 08/23/2023

Subscribed and sworn to before me this 2nd day of December, 2022.



Restaurant and Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit

Recreational Site applications must include a completed AB-36: Recreational Site Statement

Tourism applications must include a completed AB-37: Tourism Statement

Wholesale applications must include a completed AB-25: Supplier Certification

Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:

<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

FOR OFFICE USE ONLY

License Fee:	\$ <u>1200</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$ <u>1500.00</u>

#100504377

AMCO

DEC 05 2022

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	CORDOVA LODGE #1266, LOYAL ORDER OF MOOSE

Entity Type: Nonprofit Corporation

Entity #: 1451D

Status: Good Standing

AK Formed Date: 4/17/1945

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 7/2/2023

Entity Mailing Address: PO BOX 609, CORDOVA, AK 99574-0609

Entity Physical Address: 514 2ND ST, CORDOVA, AK 99574-0609

Registered Agent

Agent Name: C T Corporation System

Registered Mailing Address: 8585 OLD DAIRY RD STE 208, JUNEAU, AK 99801

Registered Physical Address: 8585 OLD DAIRY RD STE 208, JUNEAU, AK 99801

Officials

☐ Show Former


AK Entity #	Name	Titles	Owned
	Alan Golinsky	Director	
	Chuck Roemhildt	Director	
	Jim Cardwell	Director	
	MARTIN FAULKNER	Treasurer	
	Mathew Myszka	Secretary	
	STEVE JOHNSON	President	
	Travis Yarbrough	Vice President	

Filed Documents

Date Filed	Type	Filing	Certificate
4/17/1945	Creation Filing	Click to View	
5/22/1987	Biennial Report		
6/16/1989	Biennial Report		
7/08/1991	Biennial Report		

Date Filed	Type	Filing	Certificate
6/24/1993	Biennial Report	Click to View	
7/17/1995	Biennial Report	Click to View	
8/01/1997	Biennial Report	Click to View	
7/29/1999	Biennial Report	Click to View	
7/02/2001	Biennial Report	Click to View	
7/09/2003	Biennial Report	Click to View	
10/07/2003	Agent Change	Click to View	
7/18/2005	Biennial Report	Click to View	
2/23/2009	Biennial Report	Click to View	
1/23/2010	Biennial Report	Click to View	
4/19/2010	Agent Change	Click to View	
6/28/2010	Change of Officials	Click to View	
6/29/2011	Biennial Report	Click to View	
6/01/2013	Biennial Report	Click to View	
6/22/2015	Biennial Report	Click to View	
5/17/2017	Biennial Report	Click to View	
6/04/2019	Biennial Report	Click to View	
10/15/2019	Change of Officials	Click to View	
4/09/2020	Change of Officials	Click to View	
6/05/2021	Certificate of Compliance		Click to View
6/26/2021	Biennial Report	Click to View	
12/14/2022	Agent Change	Click to View	

Close Details

 Print Friendly Version

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

CORDOVA LODGE 1266

PO BOX 609, CORDOVA, AK 99574

owned by

CORDOVA LODGE #1266, LOYAL ORDER OF MOOSE

is licensed by the department to conduct business for the period

November 15, 2021 to December 31, 2023
for the following line(s) of business:

81 - Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

License Detail

LICENSE DETAILS

License #: 9421

Print Business License

Business Name: CORDOVA LODGE 1266

Status: Active

Issue Date:

Expiration Date: 12/31/2023

Mailing Address: PO BOX 609
CORDOVA, AK 99574

Physical Address: 514 SECOND ST
CORDOVA, AK 99574

Owners

CORDOVA LODGE #1266, LOYAL ORDER OF MOOSE

Activities

Line of Business	NAICS	Professional License #
81 - Other Services (except Public Administration)	813410 - CIVIC AND SOCIAL ORGANIZATIONS	

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

Close License Detail

Print Friendly Version

Alaska Statutes

Sec. 04.11.480. Protest.

(a) A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license by sending the board and the applicant a protest and the reasons for the protest within 60 days of receipt from the board of notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and in no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer. The local governing body may protest the continued operation of a license during the second year of the biennial license period by sending the board and the licensee a protest and the reasons for the protest by January 31 of the second year of the license. The procedures for action on a protest of continued operation of a license are the same as the procedures for action on a protest of a renewal application. The board shall consider a protest and testimony received at a hearing conducted under [AS 04.11.510\(b\)\(2\)](#) or (4) when it considers the application or continued operation, and the protest and the record of the hearing conducted under [AS 04.11.510\(b\)\(2\)](#) or (4) shall be kept as part of the board's permanent record of its review. If an application or continued operation is protested, the board shall deny the application or continued operation unless the board finds that the protest is arbitrary, capricious, and unreasonable.

(b) If the permanent residents residing outside of but within two miles of an incorporated city or an established village wish to protest the issuance, renewal, or transfer of a license within the city or village, they shall file with the board a petition meeting the requirements of [AS 04.11.510\(b\)\(3\)](#) requesting a public hearing within 30 days of the posting of notice required under [AS 04.11.310](#), or by December 31 of the year application is made for renewal of a license. The board shall consider testimony received at a hearing conducted under [AS 04.11.510\(b\)\(3\)](#) when it considers the application, and the record of a hearing conducted under [AS 04.11.510\(b\)\(3\)](#) shall be retained as part of the board's permanent record of its review of the application.

(c) A local governing body may recommend that a license be issued, renewed, relocated, or transferred with conditions. The board shall consider recommended conditions and testimony received at a hearing conducted under [AS 04.11.510\(b\)\(2\)](#) or (4) when it considers the application or continued operation, and the recommended conditions and the record of the hearing conducted under [AS 04.11.510\(b\)\(2\)](#) or (4) shall be kept as part of the board's permanent record of its review. If the local governing body recommends conditions, the board shall impose the recommended conditions unless the board finds that the recommended conditions are arbitrary, capricious, or unreasonable. If a condition recommended by a local governing body is imposed on a licensee, the local governing body shall assume responsibility for monitoring compliance with the condition, except as otherwise provided by the board.

(d) In addition to the right to protest under (a) of this section, a local governing body may notify the board that the local governing body has determined that a licensee has violated a provision of this title or a condition imposed on the licensee by the board. Unless the board finds that the local governing body's determination is arbitrary, capricious, or unreasonable, the board shall prepare the determination as an accusation against the licensee under [AS 44.62.360](#) and conduct proceedings to resolve the matter as described under [AS 04.11.510\(c\)](#).

Article 7. Board Procedures.

Sec. 04.11.510. Procedure for action on license applications, suspensions, and revocations.

(a) Unless a legal action relating to the license, applicant, or premises to be licensed is pending, the board shall decide whether to grant or deny an application within 90 days of receipt of the application at the main office of the board. However, the decision may not be made before the time allowed for protest under AS 04.11.480 has elapsed, unless waived by the municipality.

(b) The board may review an application for the issuance, renewal, transfer of location, or transfer to another person of a license without affording the applicant notice or hearing, except

(1) if an application is denied, the notice of denial shall be furnished the applicant immediately in writing stating the reason for the denial in clear and concise language; the notice of denial must inform the applicant that the applicant is entitled to an informal conference with either the director or the board, and that, if not satisfied by the informal conference, the applicant is then entitled to a formal hearing conducted by the office of administrative hearings (AS 44.64.010); if the applicant requests a formal hearing, the office of administrative hearings shall adhere to AS 44.62.330 — 44.62.630 (Administrative Procedure Act); all interested persons may be heard at the hearing and unless waived by the applicant and the board, the formal hearing shall be held in the area for which the application is requested;

(2) the board may, on its own initiative or in response to an objection or protest, hold a hearing to ascertain the reaction of the public or a local governing body to an application if a hearing is not required under this subsection; the board shall send notice of a hearing conducted under this paragraph 20 days in advance of the hearing to each community council established within the municipality and to each nonprofit community organization entitled to notification under AS 04.11.310(b);

(3) if a petition containing the signatures of 35 percent of the adult residents having a permanent place of abode outside of but within two miles of an incorporated city or an established village is filed with the board, the board shall hold a public hearing on the question of whether the issuance, renewal, or transfer of the license in the city or village would be in the public interest;

(4) if a protest to the issuance, renewal, transfer of location or transfer to another person of a license made by a local governing body is based on a question of law, the board shall hold a public hearing.

(c) Unless the grounds for the suspension or revocation are under AS 04.11.370(a)(4), board proceedings to suspend or revoke a license shall be conducted in accordance with AS 44.62.330 — 44.62.630 (Administrative Procedure Act), except that the licensee is entitled to an opportunity to informally confer with the director or the board within 10 days after the accusation is served upon the licensee. Notice of the opportunity for an informal conference shall be served upon the licensee along with the accusation. If an informal conference is requested, the running of the period of time specified in AS 44.62.380 for filing a notice of defense is tolled from the date of receipt of the request for the conference until the day following the date of the conference unless extended by the board. After the conference, the licensee, if not satisfied by the results of the conference, may obtain a hearing by filing a notice of defense as provided in AS 44.62.390. If the grounds for suspension or revocation are under AS 04.11.370(a)(4), the licensee is not entitled to notice and hearing under AS 44.62.330 — 44.62.630 on the merits of the suspension or revocation. However, the board shall afford the licensee notice and hearing on the issue of what administrative sanction to impose under AS 04.16.180.

CITY OF CORDOVA
FUND SUMMARY
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PY ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
TAXES	701,671.27	708,220.65	7,851,700.00	7,143,479.35	9.0
LICENSES & PERMITS	.00	60.00	21,750.00	21,690.00	.3
OTHER GOVERNMENTAL	(85,177.70)	.00	2,447,655.00	2,447,655.00	.0
LEASES & RENTS	46,489.58	32,804.46	400,848.00	368,043.54	8.2
LAW ENFORCEMENT	15,901.25	93,481.53	426,587.00	333,105.47	21.9
D. M. V.	6,087.42	3,268.88	57,700.00	54,431.12	5.7
PLANNING	280.00	875.00	7,500.00	6,625.00	11.7
RECREATION	10,139.57	22,462.10	80,150.00	57,687.90	28.0
BOB KORN POOL	296.00	6,045.90	52,250.00	46,204.10	11.6
SALE OF PROPERTY	.00	.00	3,000.00	3,000.00	.0
INTERFUND TRANSFERS IN	.00	.00	965,826.00	965,826.00	.0
OTHER REVENUE	1,221.05	29,455.74	152,282.00	122,826.26	19.3
STATE DEBT SERVICE REIMBURSME	(288,154.00)	.00	950,000.00	950,000.00	.0
APPROPRIATION FROM RESERVE	.00	.00	167,538.00	167,538.00	.0
	408,754.44	896,674.26	13,584,786.00	12,688,111.74	6.6

EXPENDITURES

CITY COUNCIL	.00	.00	7,300.00	7,300.00	.0
CITY CLERK	33,138.16	22,210.58	340,406.00	318,195.42	6.5
CITY MAYOR	.00	75.00	2,500.00	2,425.00	3.0
CITY MANAGER	23,967.37	44,096.81	676,688.00	632,591.19	6.5
FINANCE	30,699.04	32,526.20	512,095.00	479,568.80	6.4
PLANNING	10,216.89	11,666.89	153,037.00	141,370.11	7.6
PLANNING COMMISSION	.00	21.55	1,500.00	1,478.45	1.4
DEPARTMENT OF MOTOR VEHICLES	5,589.04	6,470.75	62,791.00	56,320.25	10.3
LAW ENFORCEMENT	82,680.50	82,328.01	1,217,108.00	1,134,779.99	6.8
JAIL OPERATIONS	22,472.03	23,885.04	301,650.00	277,764.96	7.9
FIRE & EMS	56,063.78	53,076.28	531,496.00	478,419.72	10.0
DISASTER MANAGEMENT	83.76	85.58	15,000.00	14,914.42	.6
LIBRARY	48,039.56	30,185.37	479,129.00	448,943.63	6.3
CORDOVA CENTER	.00	1,317.16	147,396.00	146,078.84	.9
MUSEUM	.00	18,451.79	340,796.00	322,344.21	5.4
FACILITY UTILITIES	8,458.70	15,567.95	203,100.00	187,532.05	7.7
PUBLIC WORKS ADMINISTRATION	12,590.68	13,028.65	217,264.00	204,235.35	6.0
FACILITY MAINTENANCE	21,899.97	20,949.85	383,283.00	362,333.15	5.5
STREET MAINTENANCE	39,204.06	42,474.59	758,910.00	716,435.41	5.6
SNOW REMOVAL	22,550.55	6,632.60	74,916.00	68,283.40	8.9
EQUIPMENT MAINTENANCE	48,955.38	29,092.81	337,320.00	308,227.19	8.6
PARKS MAINTENANCE	11,147.38	10,988.20	420,982.00	409,993.80	2.6
CEMETERY MAINTENANCE	.00	453.97	15,935.00	15,481.03	2.9
PARKS & REC ADMINISTRATION	374.00	22,626.82	262,555.00	239,928.18	8.6
RECREATION - BIDARKI	20,960.28	8,795.84	237,326.00	228,530.16	3.7
RECREATION - SWIMMING POOL	19,346.07	32,715.17	477,982.00	445,266.83	6.8
SKI HILL	(2,624.37)	2,036.28	122,100.00	120,063.72	1.7
NON-DEPARTMENTAL	16,375.88	35,157.41	877,613.00	842,455.59	4.0
LONG TERM DEBT SERVICE	.00	.00	1,715,100.00	1,715,100.00	.0
INTERFUND TRANSFERS OUT	.00	.00	251,508.00	251,508.00	.0

CITY OF CORDOVA
FUND SUMMARY
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

GENERAL FUND

	PY ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
TRANSFERS TO OTHER ENTITIES	223,583.33	209,000.00	2,440,000.00	2,231,000.00	8.6
	755,772.04	775,917.15	13,584,786.00	12,808,868.85	5.7
	(347,017.60)	120,757.11	.00	(120,757.11)	.0

CITY OF CORDOVA
FUND SUMMARY
FOR THE 1 MONTHS ENDING JANUARY 31, 2023

	PY ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
<u>REVENUE</u>					
101 GENERAL FUND	408,754.44	896,674.26	13,584,786.00	12,688,111.74	6.6
104 CITY PERMANENT FUND	5,170.00	437,270.86	.00	(437,270.86)	.0
203 FIRE DEPT. VEHICLE ACQUISITION	7,080.56	6,111.50	.00	(6,111.50)	.0
333 COVID-19	(287,133.37)	.00	.00	.00	.0
401 GENERAL PROJ & GRANT ADMN	1,768.88	1,894.47	.00	(1,894.47)	.0
502 HARBOR ENTERPRISE FUND	46,166.11	37,141.45	1,772,647.00	1,735,505.55	2.1
503 SEWER ENTERPRISE FUND	70,312.46	69,473.34	923,166.00	853,692.66	7.5
504 WATER ENTERPRISE FUND	44,871.94	43,584.08	884,417.00	840,832.92	4.9
505 REFUSE ENTERPRISE FUND	77,728.92	78,224.55	1,507,637.00	1,429,412.45	5.2
506 ODIK CAMP PARK	.00	.00	65,060.00	65,060.00	.0
602 HARBOR & PORT PROJECTS	.00	16,260.23	.00	(16,260.23)	.0
702 HARBOR RESERVE FUND	352.38	367.92	.00	(367.92)	.0
805 LANDFILL CLOSURE RESERVE FUND	.00	92.85	.00	(92.85)	.0
810 HEALTH INTERNAL SERVICE FUND	71,361.70	22,411.75	.00	(22,411.75)	.0
	446,434.02	1,609,507.26	18,737,713.00	17,128,205.74	8.6
<u>EXPENDITURES</u>					
101 GENERAL FUND	755,772.04	775,917.15	13,584,786.00	12,808,868.85	5.7
203 FIRE DEPT. VEHICLE ACQUISITION	383.41	364.50	.00	(364.50)	.0
205 VEHICLE REMOVAL/IMPOUND FUND	.00	455.18	.00	(455.18)	.0
333 COVID-19	8,731.60	.00	.00	.00	.0
335 ARPA - CLFRF	.00	2,373.22	.00	(2,373.22)	.0
336 ARPA - LSTA GRANTS	22,143.27	2,826.23	.00	(2,826.23)	.0
401 GENERAL PROJ & GRANT ADMN	24,000.00	792.99	.00	(792.99)	.0
502 HARBOR ENTERPRISE FUND	40,485.17	51,510.66	1,772,647.00	1,721,136.34	2.9
503 SEWER ENTERPRISE FUND	33,117.43	39,674.48	923,166.00	883,491.52	4.3
504 WATER ENTERPRISE FUND	27,214.23	32,577.95	884,417.00	851,839.05	3.7
505 REFUSE ENTERPRISE FUND	42,315.69	50,338.18	1,507,637.00	1,457,298.82	3.3
506 ODIK CAMP PARK	2,202.72	787.60	65,060.00	64,272.40	1.2
703 SEWER RESERVE FUND	1,265.29	.00	.00	.00	.0
704 WATER RESERVE FUND	5,170.65	.00	.00	.00	.0
810 HEALTH INTERNAL SERVICE FUND	49,491.50	101,444.39	.00	(101,444.39)	.0
	1,012,293.00	1,059,062.53	18,737,713.00	17,678,650.47	5.7
	(565,858.98)	550,444.73	.00	(550,444.73)	.0

Council Packet Correspondence Primer: **Communicating with Your Elected Cordova Officials**

This primer provides an overview of City of Cordova policies regarding the submission of correspondence to the City Clerk's office for distribution to City Council. These policies are general in nature and do not preempt the application of relevant laws to correspondence distribution. To the extent you have questions regarding the distribution of specific correspondence, please contact the City Clerk's office.

What gets published in Council packets as Correspondence?

- Letters, emails, cards, or other written or electronic mail addressed to City Council, any individual member of City Council or the Mayor, regardless of whether or not the sender has requested inclusion of the correspondence in a City Council packet.
- Letters, emails, cards, or other written or electronic mail written by the Mayor, individual City Council members in their capacity as elected officials, or the Council as a body
- Letters, emails, cards, or other written or electronic mail by agencies/entities that are pertinent to Council and the citizens of Cordova (e.g. population determination, full value determination, open comment periods for projects/leases in and around Cordova, etc.)
- Only correspondence received by the Clerk's Office on or before noon on the Wednesday before a regular Council meeting is eligible for inclusion in the packet for that meeting. Correspondence eligible for inclusion received after that date and time will be included in the next regularly scheduled Council meeting packet. (See CMC 3.12.035).

What does not get published in Council packets as Correspondence?

- Letters, emails, cards, or other written or electronic mail that are disparaging to individuals or entities
- Letters, emails, cards, or other written or electronic mail that have been sent anonymously
- Letters, emails, cards, or other written or electronic mail that contain confidential information or information that would warrant a constitutional violation of privacy or could potentially violate an individual's or an entity's constitutional rights.

More information about items not subject to publication:

- Correspondence that is not subject to publication in a Council packet will, however, be forwarded to the Mayor and City Council members with notification that the communication will not be included in the Council packet and the reasons for the exclusion.
- The City will attempt to contact the writer of the correspondence to inform them that the City has determined not to publish what they have sent. Notifications will be sent to the return address on the communication if one has been provided. (the best way to ensure the City is able to reach the writer is if the correspondence has been emailed through the City Clerk cityclerk@cityofcordova.net)
- A person who submits a communication that is not subject to publication in a Council packet, may still attend a meeting and read the communication during audience comments (if it is about an agenda item) or during audience participation, if it is not about an agenda item. Oral comments during a Council meeting will not be monitored or limited for content unless the comments made incite or promote violence against a person or entity. The City is not responsible or liable for the comments, thoughts, and/or opinions expressed by individuals during the public comment period at a Council meeting.

Suggestions concerning correspondence:

- Correspondence intended for all Council members should be emailed to the City Clerk at cityclerk@cityofcordova.net, hand-delivered or sent via U.S. mail to the Clerk's office. Correspondence should be clearly addressed to "Cordova City Council." Unless clearly stated otherwise, the City Clerk will presume that all correspondence addressed to City Council is intended for inclusion in the packet.



Phone **907-424-5555**
Fax **907-424-5527**

705 Second Street P.O. Box 20 Cordova, Alaska 99574-0020

Cordova City Council,

I am writing to provide some background and recent updates with the State of Alaska's Power Cost Equalization (PCE) program. The most exciting update is the \$50,000 PCE credit on the City's next electric bill. Our four-year long application process for the Cordova Center to be recognized as an eligible community facility was finally approved.

Established in 1985, PCE assists rural communities with high costs of energy through bill credits administered by the local electric utility. The goal is to equalize power costs between rural and urban areas in Alaska. PCE rates are determined by the Regulatory Commission of Alaska and are based on fuel and non-fuel expenses of the electric utility. The PCE program is administered by the Alaska Energy Authority (AEA).

In recent years the PCE rate has varied between 5 cents and 12 cents per kwh. For an average household using 500 kwh a month in 2022, this reduced monthly bills an average of \$622 over one year. Eligible residents receive up to 750 kwh per month in PCE credits. For 2022, the total PCE credit a household could have received was just under \$800. The PCE program also provides assistance to community facilities, up to 70 kwh per month per person. The current population of 2,676 provides a credit of up to 187,320 kwh per month. In 2022 the City of Cordova received over \$179,000 in PCE credits. Now that the Cordova Center is an approved facility, the City will likely maximize its PCE credit every month.

Cordova Electric administers this program on behalf of our members and community. We verify eligibility (must be a full-time resident to be eligible) when a member signs up for electric service and the credit is automatically applied to their bill. CEC submits monthly and annual reports as required by the program and attempts to maximize the program's value for all of Cordova. Along with several other utilities, CEC meets with the AEA on a quarterly basis to communicate program concerns. It was at this forum that we communicated issues with the Cordova Center approval process.

Back in 2021 CEC joined other utilities and groups in a successful lawsuit to protect the PCE endowment from being swept into the general fund. While this was a big win for PCE and the communities it supports, we still must continue to advocate for it. The staff turn-over at the AEA is directly impacting proper administration of PCE, the Cordova Center approval was just one of many hurdles utilities are facing. It often takes months to receive PCE reimbursement (the longest remittance for CEC took over 180 days), annual utility reviews are not being completed, and there is no utility training for the program.

The CEC Board of Directors has recognized PCE as one of its legislative priorities in the upcoming legislative session. We request City Council join us in educating our legislators of PCE's importance for rural Alaskans and advocating for effective administration of the AEA.

Thank you,

Emma Merritt
Manager of Administration and Finance
Cordova Electric Cooperative



March 2, 2023

Mayor Allison and City Council
PO Box 1210
Cordova, AK 99574

Sheridan Alpine Association
Box 2446
CORDOVA, ALASKA 99574
(907) 424-7766

Dear Mayor and Council,

The Sheridan Alpine Association (SAA) enjoyed working with the City of Cordova Manager Helen Howarth and Park & Recreation Director Duncan Chisholm in assisting the City develop its FY23 Budget as it related to the City-owned chairlift, ski hill facilities, and the City's Ski Area Management Services agreement with SAA.

As you know, the City and SAA partnered last year to replace the 36-year-old steel chairlift cable. That project was a tremendous success and provided for the continued compliance with the American National Standard Institute (ANSI) safety requirements for the maintenance and operation of aerial passenger tramways or chairlifts.

It is SAA's recommendation that the next focus for infrastructure improvement attention should be directed toward the City-owned chairlift towers. Specifically, tower painting and the purchase and installation of safety maintenance ladders and work platforms.

Tower Painting

The current coatings on the chairlift steelwork have reached the end of its useful life. The coatings are peeling, flaking, and/or have fallen off. The current coating provides little if any protection for the steelwork of the towers and terminals. Steel wastage is progressing in addition to the poor appearance of the structures. All 16 towers and 2 terminals should be prepped and recoated as soon as possible.

SAA has reached out to a local contractor last year for a budgetary cost estimate to prepare and paint all the towers and terminals. That estimate was approximately \$450,000.

Safety Maintenance Ladders and Work Platforms

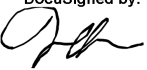
Currently, all 16 towers and both upper and lower terminals do not have maintenance access ladders or work platforms. This is a shortcoming that the chairlift operators have dealt with since 1974. Without ladders and work platforms, the towers and terminals must be free climbed using harness and fall arrest gear to perform the daily and weekly maintenance tasks. This is an awkward and dangerous endeavor that should be addressed.

SAA obtained an estimate for prefabricated maintenance access ladders and work platforms of approximately \$180,000.

If the City agrees with these recommendations and is prepared to move forward on these infrastructure projects, the City and SAA should meet to discuss project planning and management as these projects are outside the SAA current scope of work. Similar to our cooperative chairlift cable replacement project last year, SAA is willing to assist in project coordination efforts, short of project management, if that meets the needs and desire of the City.

SAA has designated David Branshaw, David Reggiani, Paul Swartzbart, and me as SAA's infrastructure project coordination team. The project coordination team is ready and available to meet with the City. Just let us know.

Sincerely,

DocuSigned by:

2E14EB70E110496...

Heath Kocan
President, Sheridan Alpine Association

A memo from Susan Bourgeois, CMC, City Clerk

DATE: March 6, 2023

TO: Mayor and City Council, public

SUBJECT: Agency and Public review period for preliminary decision
regarding Aquatic Farmsite leases near Cordova

Steps in this process:

1. A business or citizen requests a lease from State of Alaska Department of Natural Resources, specifically, Division of Mining Land and Water.
2. Agencies are made aware of the full project scope and a 20-day agency review period begins
3. The Division makes a preliminary ruling on the request and then a 30-day agency and public review period ensues.

The City Clerk receives notice first when the agency review period opens – the full project application is put into a council packet for Council review and Council can direct staff to comment.

After the Division of Mining, Land and Water makes a preliminary decision on the lease request, the Clerk receives notice again and puts the one-page public notice into a Council packet under correspondence. The one-page notice has a link to the website where the text of the preliminary decision can be read as well as the full project packet can be reviewed. This one-page public notice also gives the public direction and timelines for making comments.

This aquatic farmsite lease was before Council on August 3, 2022 when the Agency review period was open and now this is in correspondence for tonight's meeting because the 30-day *agency and public comment period* is open – deadline for comments April 3, 2023.

DNR has a website explaining this process:

<https://dnr.alaska.gov/mlw/aquatic/application/>

State of Alaska
Department of Natural Resources
Division of Mining, Land & Water
Southcentral Regional Land Office
550 W. 7th Ave., Suite 900C
Anchorage, AK 99501-3577

ADL 234001
Aquatic Farmsite Lease
Rachel Hoover dba 100+100=200
Port Etches, Hinchinbrook Island (USGS Quad Map Cordova B-7)

Public and Agency Notice
Pursuant to AS 38.05.945

Subject to AS 38.05.083, the Southcentral Regional Land Office (SCRO) has made a Preliminary Decision to offer a 10-year lease to Rachel Hoover dba 100+100=200 for 14.98 acres, more or less, of state-owned tide and submerged lands for the operation of an aquatic farmsite for the purpose of cultivating sugar kelp, ribbon kelp, bull kelp, and dulse/stiff red ribbon kelp. The location of the project area is further described as being within the S1/2 of Section 4 and N1/2 of Section 9, Township 18 South, Range 8 West, Copper River Meridian, within Port Etches, on the southwest side of Hinchinbrook Island, approximately 33 miles southwest of the city of Cordova, Alaska.

The public and agencies are invited to review and comment on this proposed project. A copy of the decision can be found at <https://aws.state.ak.us/OnlinePublicNotices/default.aspx> or is available in hardcopy upon request. Questions concerning how to comment should be directed to Kate Dufault at (907) 269-8618 or by e-mail at kate.dufault@alaska.gov or by fax to (907) 269-8913. **All comments must be received in writing at the above listed mailing address or e-mail on or before April 5, 2023.** To be eligible to appeal DNR's Final Decision, under AS 38.05.035(i)-(m), a person must have submitted written comments during this comment period.

The State of Alaska, Department of Natural Resources, complies with Title II of the American with Disabilities Act of 1990. Individuals with audio impairments that have questions concerning this PD may call Relay Alaska at 711 or 1-800-770-8973 for assistance at no cost.

DNR reserves the right to waive technical defects in this publication.



AGENDA ITEM 15
City Council Meeting Date: 03/15/2023
CITY COUNCIL COMMUNICATION FORM

FROM: Anthony Schinella, Harbormaster
DATE: 03/6/23
ITEM: Award of Sole Source Contract to Tyler Rental
NEXT STEP: Council approval of resolution authorizing City Manager to negotiate the contract

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: To approve a sole source contract with Tyler Rental to purchase and deliver, a 2014 GENIE Z45/25 MANLIFT for the Cordova Port & Harbor

5.12.150 - Sole source procurements.

A. The city may procure supplies, services, or construction without competition where the city manager determines in writing that one of the following circumstances applies:

1. Supplies, services or construction that reasonably meet the city's requirements are available from only one vendor.
2. The supplies, services or construction have a uniform price wherever purchased.
3. The supplies, services or construction may be purchased from or through another governmental unit at a price lower than that obtainable from private vendors.
4. The price of the supplies, services or construction is fixed by a regulatory authority; or
5. The contract is for professional services that the council by resolution determines to procure without formal competition.

B. The award of any contract under this section shall be subject to prior council approval in accordance with Section 5.12.040.

This contract meets the requirements of A1 above by providing a GENIE Z45/25 that is within the State of Alaska at a reasonable cost and save shipping costs from the lower 48. This 2014 GENIE 45/25 Manlift will be replacing the City's previous 2001 Genie Z45/25 due engine issues and replacement parts being obsolete.

II. RECOMMENDED ACTION / NEXT STEP: Council suggested motion “to approve Resolution 03-23-08, a resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a sole source contract with Tyler Rental for the purchase of a 2014 GENIE Z45/25 MANLIFT in the amount of \$46,900.00 + shipping \$7,400.00 to effectively perform regular Travelift maintenance and maintenance/repairs needed to be made by the City of Cordova.”

III. FISCAL IMPACTS: The 2014 GENIE Z45/25 will be paid for with ARPA funding.

IV. BACKGROUND INFORMATION: The Cordova Port & Harbor department conducts monthly, quarterly, and annual inspections and maintenance to the 150MT Travelift with a Manlift, along with repairing streetlights around the harbor. The Parks and Recreation Dept, Public Works Dept and facility Maintenance Dept. regularly uses a Manlift to conduct maintenance and repairs throughout their facilities.

Currently if a Manlift is needed by any of the City Departments, it would have to be rented at a first come, first serve availability, which can delay the repairs that are essential to the city conducting business.

V. SUMMARY AND ALTERNATIVES: Council could choose not to approve the contract. The City Departments will have to delay maintenance and repairs on equipment and facilities if there are no Manlifts available at the times needed.

**CITY OF CORDOVA, ALASKA
RESOLUTION 03-23-08**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOLE SOURCE CONTRACT
WITH TYLER RENTAL INC., FOR THE PURPOSE OF PURCHASING A GENIE Z45/25
MANLIFT FOR THE CITY OF CORDOVA**

WHEREAS, the Cordova Port & Harbor regularly uses a Manlift to perform monthly, quarterly and annual maintenance on our 150MT TraveLift, along with conducting emergency repairs; and

WHEREAS, many of the City's other departments also use a Manlift to conduct maintenance and repairs to their facilities. i.e., roof repairs, pressure washing facilities and replacement and repairs to lighting; and

WHEREAS, a 2014 GENIE Z45/25 Manlift will allow the City of Cordova to continue to maintain and repair its equipment and facilities; and

WHEREAS, no additional equipment will be needed and purchasing the newer 2014 GENIE Z45/25 manlift will allow the Cordova Port & Harbor to effectively conduct time-sensitive maintenance repairs to the TraveLift; and

WHEREAS, TYLER RENTAL will inspect, perform upcoming maintenance, supply manuals and ship the Manlift to Cordova, Alaska; and

WHEREAS, City Council does hereby approve the following as required in Cordova Municipal Code Section 5.12.040 Council approval of contracts:

- A.** Contractor: TYLER RENTAL INC.
- B.** Contract price: \$46,900.00
- C.** Shipping cost: \$7,400.00
- D.** Performance timeline: 14 days

WHEREAS, pursuant to Cordova Municipal Code Section 5.12.150A, the City Manager has determined in writing that the requested equipment will allow multiple City Departments the ability to complete maintenance and repair work efficiently and timely to equipment and facilities, City Council agrees in approving this Resolution that the professional services and the City requirements are being met with a Sole Source contract with TYLER RENTAL INC.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Cordova, Alaska, hereby authorizes the City Manager to enter into a Sole Source contract with TYLER RENTAL INC. to inspect, perform maintenance, provide owner manuals and ship to the City of Cordova.

PASSED AND APPROVED THIS 15th DAY OF MARCH 2023

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



AGENDA ITEM # 16
City Council Meeting Date: 3/15/23
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, City Planner
DATE: 3/15/23
ITEM: Lease Agreement for Tract 8A ASLS 73-35
NEXT STEP: Approval of Resolution 03-23-09

☒ RESOLUTION ☐ INFORMATION
☐ ORDINANCE ☐ MOTION

I. REQUEST OR ISSUE:

Requested Actions: Approve Purchase agreement
Legal Description: Tract 8A ASLS 73-35
Lot Area: Approximate Area = .642 Acres
Zoning: Unrestricted / FEMA Avalanche Overlay Red Zone
Attachments: Resolution 03-23-09, Lease Agreement and Exhibits

II. RECOMMENDED ACTION / NEXT STEP: Staff suggest the following motion:

“I move to approve Resolution 03-23-09 a resolution of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a 5-year lease with Native Conservancy for Tract 8A, ASLS 73-35”

III. FISCAL IMPACTS: The city would increase revenue from lease payments and business activities.

IV. BACKGROUND INFORMATION: Native Conservancy submitted a Letter of Interest on April 4 of 2021 requesting to lease Tract 8A of ASLA 73-35 for the purpose of creating a pilot program to develop local produce and compost production. The Planning Commission, at their April 13, 2021 meeting passed a motion 6-0 to recommend that the City Council approve the lease of the land to Native Conservancy. The City Council subsequently passed at their April 21, 2021 Regular Meeting, a motion 6-0 to directly negotiate a lease with Native Conservancy.

As the property has FEMA restrictions, the plans were then forwarded to FEMA for review in June of 2021. The review from FEMA was completed March 29 of 2022. FEMA approved the plans to place temporary green houses on the site with the following requirements:

- Greenhouse and other structures (including Conex storage containers or similar items) are not placed onsite before May 1st and must be removed from the site before December 1st of each year.

Staff has prepared a lease that includes the above requirement. Additionally, the lease requires that the Native Conservancy submit a deposit that will be used to cover staff time and city resources should it be necessary for the City to remove the structures if the Native Conservancy fails to do so.

Staff now asks that the Council passes a resolution approving of the attached lease and allowing for the that lease to be executed by the City Manager.

V. LEGAL ISSUES: The lease has been reviewed by the City's legal counsel and has been given the okay.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: The avalanche risk has been addressed through the restriction of when the land can be used.

VII. SUMMARY AND ALTERNATIVES: City Council could choose to not approve the lease agreement as presented, direct staff to amend the lease agreement, or choose not to lease the property at all.

**CITY OF CORDOVA, ALASKA
RESOLUTION 03-23-09**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE WITH
NATIVE CONSERVANCY, FOR TRACT 8A, ASLS 73-35**

WHEREAS, it is in the City of Cordova’s best interest to lease Tract 8A, ASLS 73-35 (“Property”) to Native Conservancy, for the use specified in the lease agreement, between the City of Cordova, Alaska (“City”) and Native Conservancy, attached to this resolution as Exhibit A (“Lease”); and

WHEREAS, the Planning Commission at its April 13, 2021 meeting recommended that city council lease the requested Property; and

WHEREAS, the City Council at its April 21, 2021 meeting approved a motion for City staff to enter into negotiations with Native Conservancy, to lease Tract 8A, ASLS 73-35; and

WHEREAS, both City Council and Planning Commission agreed that the lease of the property to Native Conservancy, would be beneficial to the City as it would provide a much-needed resource through the creation of community produce production and composting that the community does not currently have.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova hereby authorizes and directs the City Manager to enter into a lease on the property with Native Conservancy, in accordance with the terms in the Lease. The form and content of the Lease now before this meeting is in all respects authorized, approved and confirmed by this resolution, 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 now before this meeting but with such changes, modifications, additions and deletions therein as they 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.

PASSED AND APPROVED THIS 15th DAY OF MARCH 2023

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

EXHIBIT A

CITY OF CORDOVA
Cordova, Alaska

LEASE

This **LEASE** (“Lease”) by and between the **CITY OF CORDOVA**, a municipal corporation organized and existing under the laws of the State of Alaska (the “City”), and Native Conservancy doing business in Cordova, Alaska (“Lessee”).

RECITALS

WHEREAS, the City owns that certain parcel of land in Cordova, Alaska generally described as Tract 8A, ASLS 73-35 Group C located within Cordova Recording District, Cordova Alaska, (referred to hereinafter as the “Premises”); and

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

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

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

1. LEASE OF PREMISES

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

2. LEASE TERM

A. Initial Term. The initial Lease Term will be (5) years, commencing on _____, 2023, (the “Commencement Date”) and terminating at 11:59 p.m. on _____, 2028 (the “Lease Term”), unless earlier terminated in accordance with the terms of this Lease.

B. Option to Extend. This Lease may be extended at the option of Lessee for two (2) additional (5) year terms (each an “Extension Term”) under the terms and conditions of this Lease, provided that (i) Lessee is not in breach of any terms of this Lease; and (ii) Lessee gives notice to Lessor in writing at least ninety (90) calendar days before the expiration of the initial Lease Term or the first Extension Term. In the event Lessee exercises either of its options to extend, the Lease as extended shall be subject to all provisions in the Cordova Municipal Code in effect at the time of the extension.

EXHIBIT A

3. RENT

A. Base Rent. The annual rent for each year of the Lease Term, or portion thereof, shall be Four Hundred Twelve Dollars and 20/100 Dollars (\$412.20) payable in advance ("Base Rent"). For the first year of this Lease commencing on the Commencement Date and concluding on December 31, 2023, annual Base Rent shall be paid on or before the Commencement Date. Base Rent for the remaining Lease Term and in any Extension Term, shall be due on the first day of May. Base Rent must be paid in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address set forth in Section 20(E) of this Lease, or at any other place the City directs in writing. Base Rent shall be paid promptly when due without notice or demand therefore. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses, and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Lessee.

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

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

C. Late Penalty Provision. Rent not paid within ten (10) days of the due date shall be assessed a late charge of ten percent (10%) of the delinquent amount; such charge shall be considered liquidated damages and shall be due and payable as additional rent. In the event the late charge assessment above exceeds the maximum amount allowable by law, the amount assessed will be adjusted to the maximum amount allowable by law.

D. Adjustment of Base Rent. Beginning on the first anniversary of the Commencement Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective.

E. Security Deposit. Upon execution of this Lease, the City may require Tenant to deposit with the City an amount equal to Two Thousand Dollars and 00/100 Dollars (\$2000.00) (the

EXHIBIT A

“Security Deposit”). The Security Deposit shall be held by the City as security for the faithful performance by Tenant of all of Tenant’s obligations under this Lease. If Tenant fails to pay the Base Rent, or a portion thereof, or otherwise defaults with respect to any provision of this Lease, after notice and beyond the expiration of any applicable cure period the City may use, apply or retain all or any portion of the Security Deposit for:

- (i) the payment of any rent or other sum in default;
- (ii) the payment of any other sum to which the City may become obligated by reason of Tenant's default; or
- (iii) to compensate the City for any loss or damage which the City may suffer thereby, including, but not limited to, any costs associated with moving and storage of Tenant’s personal property (if any) or improvements remaining on the Premises beyond termination of the Lease. The City shall be free to commingle the Security Deposit with funds held in the City’s own accounts, including accounts in which the City keeps other security deposits. If Tenant performs all of its obligations under this Lease, the Security Deposit, or so much thereof as has not been used, applied or retained by the City in accordance with this Section, shall be returned to Tenant, at the expiration of the term, and subject to Tenant relinquishing possession of the Premises, without payment of interest or other increment for its use, within 30 days of Tenant’s vacation of the Premises.

4. USES AND CONDITION OF PREMISES

A. Authorized Uses. Use of the Premises shall be limited to temporary greenhouse, hoop house and garden, and storage of ancillary items only, as described in Attachment A and operated by Lessee, and the leased Premises shall not, without prior written consent of the Lessor, be used for any other purposes. Lessor expressly reserves the right to terminate this Lease in the event Lessee fails to operate said use for a period of fourteen (14) consecutive days; provided, however, that during the Avalanche Season (hereinafter defined), or whenever the City has declared an avalanche hazard for the Premises or the Avalanche District, Lessee shall be excused from this occupancy requirement.

B. Avalanche Hazard/Forecast. Lessee understands, acknowledges and agrees that the Premises is located in a High Hazard Red Zone for avalanches, and that the Premises shall not be occupied for any permitted use(s) between the months of December 1 and May 1 (the “Avalanche Season”) of any year during the Lease Term or any Extension Term, or at any other time when the City has declared an avalanche hazard for the Premises or the Avalanche District (as defined by the Code). At the conclusion of the Avalanche Season or a City declared avalanche hazard, and prior to occupying the Premises, Lessee shall notify the City in writing of its intent to occupy the Premises and shall provide to the City with such notice a written statement from the City’s approved avalanche forecaster certifying that the avalanche danger is over for the year, or that the declared avalanche hazard has ceased. Failure to provide such notice and statement shall be deemed a default under the Lease. Tenant shall not be entitled to a rental abatement or reduction

EXHIBIT A

for being unable to occupy the Premises, or any portion thereof, during the Avalanche Season or any declared avalanche hazard.

C. Inspections. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises immediately and without notice in the case of an emergency that threatens public health, welfare or safety. The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times upon prior notice to Lessee, to inspect the use and condition of the Premises; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry on the Premises in response to an emergency regardless of the cause of any damage resulting from the City's emergency entry.

D. Compliance with Laws. Lessee shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Lessee shall not use or permit the use of the Premises for any purpose prohibited by law or which would cause a cancellation of any insurance policy covering the Premises. Lessee shall not leave the Premises unoccupied or vacant without the City's prior written consent, except as permitted by Section 4(A) of this Lease. Lessee shall not cause or permit any Hazardous Material (as defined in Section 9(B) of this Lease) to be brought upon, kept, or used in, on or about the Premises except for such Hazardous Material as is necessary to conduct Lessee's authorized uses of the Premises. Any such Hazardous Material brought upon, kept, or used in, on or about the Premises shall be used, kept, stored, and disposed of in a manner that complies with all environmental laws and regulations applicable to Hazardous Material. Lessee shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

E. Lessee's Acceptance of Premises. Lessee has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Lessee may make of the Premises. Lessee further acknowledges, agrees represents and warrants that it knows and understands that the Premises is located in Avalanche District for the City (High Hazard Red Zone), and that use of the Premises may expose Lessee, its employees, guests and invitees to potential avalanches and increased risk of injury, dismemberment, or death. Lessee is executing this Lease with full knowledge of such risks and conditions, and Lessee desires to accept, and does accept, the Premises with such risks and conditions and in its AS IS, WHERE IS, CONDITION WITH ALL FAULTS. Lessee, on behalf of itself, its employees, invitees, successors and/or assigns releases the City from any claims related to the condition of the Premises, and further agrees to defend, indemnify and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements,

EXHIBIT A

damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to the condition of the Premises. No action or inaction by the Council, the City Manager, or any other officer, agent or employee of the City relating to or in furtherance of the lease of the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute § 9.65.070, or any amendment thereto.

F. The City may terminate this Lease for any or no reason upon thirty (30) days' written notice to Lessee.

5. REPRESENTATIONS AND WARRANTIES

Lessee represents and warrants to the City that Lessee is not delinquent in the payment of any obligation to the City, and Lessee has not previously breached or defaulted in the performance of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured.

6. ASSIGNMENTS AND SUBLETTING; SUBORDINATION

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

7. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS

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

8. LIENS

Lessee will suffer no lien or other encumbrance to attach to the Premises, including without limitation mechanic's or materialman's liens, sales tax liens under CMC § 5.40.125, or property

EXHIBIT A

tax liens under CMC § 5.36.260. If the City posts any notice of non-responsibility on the Premises, Lessee will ensure that the notice is maintained in a conspicuous place.

9. INDEMNIFICATION

A. General Indemnification. Lessee shall defend, indemnify and hold the City and its authorized representatives, agents, officers, and employees harmless from and against any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) resulting from, arising out of, or related to the Lease, Lessee's occupation or use of the Premises, or the occupation or use of the Premises by Lessee's employees, agents, servants, customers, contractors, subcontractors, sub-lessees or invitees, including but not limited to all claims and demands arising out of any labor performed, materials furnished, or obligations incurred in connection with any improvements, repairs, or alterations constructed or made on the Premises and the cost of defending against such claims, including reasonable attorney fees. In the event that such a lien is recorded against the Premises, Lessee shall, at Lessee's sole expense within ninety (90) days after being served with written notice thereof, protect the City against said lien by filing a lien release bond or causing the release of such lien.

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

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

EXHIBIT A

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, or authorized representatives.

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

10. INSURANCE

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

A. Commercial General Liability. Commercial general liability insurance in respect of the Premises and the conduct of Lessee's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate;

B. Property Insurance. Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such commercially reasonable terms and consistent with the customary commercial coverages in the City of Cordova;

C. Personal Property Insurance. Personal property insurance covering Lessee's trade fixtures, furnishings, equipment, and other items of personal property, as soon as such items are initially located on the Premises; and

D. Workers' Compensation Insurance. Workers' compensation insurance and other insurance as required by law.

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

11. REMOVAL OF PROPERTY

Upon expiration or earlier termination of this Lease, at the option of the City, Lessee shall remove from the Premises, at Lessee's sole expense, all property Lessee has placed or caused to

EXHIBIT A

be placed on the Premises. Lessee shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Commencement Date. All property which is not promptly removed by Lessee pursuant to the City's request and in any event within thirty (30) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Lessee's sole expense, and Lessee hereby agrees to pay the City for such expenses.

Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Lessee and, upon expiration or earlier termination of the Lease and upon request of the City, Lessee shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Lessee's sole expense.

12. DEFAULT AND REMEDIES

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

- i. The failure to make payment when due of any installment of rent, Additional Charges or of any other sum herein specified to be paid by the Lessee;
- ii. The failure to pay any taxes or assessments due from the Lessee to the City and in any way related to this Lease, the Premises, any improvements, or the Lessee's activities or business conducted thereon, including but not limited to any real property, personal property or sales taxes;
- iii. An assignment for the benefit of Lessee's creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt, or for extending the time for payment, adjustment, or satisfaction of Lessee's liabilities, or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing or other initial event;
- iv. The appointment of a receiver or a debtor-in-possession to take possession of the Premises (or any portion thereof) or of Lessee's interest in the leasehold estate (or any portion thereof) or of Lessee's operations on the Premises (or any portion thereof) by reason of Lessee's insolvency;
- v. The abandonment or vacation of the Premises or any portion thereof;
- vi. Execution, levy or attachment on Lessee's interest in this Lease or the Premises, or any portion thereof;

EXHIBIT A

vii. The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Lessee's use or occupancy of the Premises; or

viii. The failure to observe or perform any covenant, promise, agreement, obligation or condition set forth in this Lease, other than the payment of rent, if such failure shall not be cured within ten (10) days after written notice has been given to Lessee. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that the Lessee perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless the City expressly makes such election in the notice.

B. Remedies. If the Lessee breaches any provision of this Lease, in addition to all other rights and remedies the City has at law or in equity, the City may do one or more of the following:

i. Distrain for rent due any of Lessee's personal property which comes into the City's possession. This remedy shall include the right of the City to dispose of Lessee's personal property in a commercially reasonable manner. Lessee agrees that compliance with the procedures set forth in the Alaska Uniform Commercial Code with respect to the sale of property shall be a commercially reasonable disposal.

ii. Re-enter the Premises, take possession thereof, and remove all property from the Premises. The property may be removed and stored at Lessee's expense, all without service of notice or resort to legal process, which Lessee waives, and without the City becoming liable for any damage that may result unless the loss or damage is caused by the City's negligence in the removal or storage of the property. No re-entry by the City shall be deemed an acceptance of surrender of this Lease. No provision of this Lease shall be construed as an assumption by the City of a duty to re-enter and re-let the Premises upon Lessee's default. If Lessee does not immediately surrender possession of the Premises after termination by the City and upon demand by the City, the City may forthwith enter into and upon and repossess the Premises and expel Lessee without being deemed guilty in any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant;

iii. Declare this Lease terminated;

iv. Recover, whether this Lease is terminated or not, reasonable attorney's fees and all other expenses incurred by the City by reason of the default or breach by Lessee;

v. Recover an amount to be due immediately upon breach equal to the sum of all rent, Additional Charges and other payments for which Lessee is obligated under the Lease;

vi. Recover the costs of performing any duty of Lessee in this Lease;

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

13. SUBSIDENCE

EXHIBIT A

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

14. VACATION BY LESSEE

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

15. RESERVATION OF RIGHTS

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

16. SIGNS

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

17. HOLDING OVER

If Lessee with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Lessee terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22 or such successor provision of the Code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either

EXHIBIT A

party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month tenancy. If Lessee holds over without the City's express written consent, Lessee is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Lessee of a notice to quit.

18. EMINENT DOMAIN

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

A. Total Taking. If the Premises are totally taken by condemnation, this Lease shall terminate.

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

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

19. 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.

20. MISCELLANEOUS

A. Time Is of the Essence. Time is of the essence of this Lease and of each provision hereof.

B. Entire Agreement. This Lease represents the entire agreement between the parties with respect to the subject matter hereof, and may not be amended except in writing executed by the City and Lessee.

C. Governing Law and Venue. This Lease shall be subject to the provisions of the Code now or hereafter in effect. This Lease shall be governed by and construed in accordance with Alaska law and any action arising under this Lease shall be brought in a court of competent jurisdiction in Cordova, Alaska.

D. Relationship of Parties. Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Lessee and the City. Neither the method of computation of rent, nor any other provisions

EXHIBIT A

contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between the City and Lessee other than the relationship of lessee and lessor.

E. Notice. All notices hereunder may be hand-delivered or mailed. If mailed, they shall be sent by certified or registered mail to the following respective addresses:

TO CITY:

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

TO LESSEE:

**The Native Conservancy
Attn: _____
715 L. Street, Suite 100
Anchorage, AK 99501**

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

F. Captions. Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.

G. No Waiver of Breach. No failure by the City to insist upon the strict performance of any term, covenant or condition of this Lease, or to exercise any right or remedy upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach shall effect or alter this Lease, but each and every term, covenant and condition of this Lease shall continue in full force and effect with respect to any other existing or subsequent breach.

H. Survival. No expiration or termination of this Lease shall expire or terminate any liability or obligation to perform which arose prior to the termination or expiration.

I. Partial Invalidity. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

J. Successors and Assigns. The terms, covenants and conditions in this Lease shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the City and Lessee.

K. Estoppel Certificates. Either party shall at any time and from time to time, upon not less than ten (10) days' prior written request by the other party, execute, acknowledge, and deliver to such party a statement certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment, that the same is in full force and effect as amended and stating the amendments); that there are no defaults existing (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

EXHIBIT A

L. Recordation of Lease. The parties agree that this Lease shall not be recorded, but upon the request of either party, the other party will join the requesting party in executing a memorandum of lease in a form suitable for recording, and each party agrees that such memorandum shall be prepared and recorded at the requesting party's expense.

M. Authority. Lessee represents that it has all necessary power and is duly authorized to enter into this Lease and carry out the obligations of Lessee. Lessee further represents that Lessee has the necessary power to authorize and direct the officer of Lessee whose name and signature appear at the end of this Lease to execute the Lease on Lessee's behalf.

N. Exhibits. Exhibit A to this Lease is hereby specifically incorporated into this Lease.

O. No Third Party Beneficiaries. Nothing in this Lease shall be interpreted or construed to create any rights or benefits to any parties not signatories or successors or permitted assigns of signatories to this Lease.

P. Interpretation. The language in all parts of this Lease shall in all cases be simply construed according to its fair meaning and not for or against the City or Lessee as both City and Lessee have had the assistance of attorneys in drafting and reviewing this Lease.

Q. Counterparts. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

R. Attorney's Fees. In the event that the City shall bring any suit or action to enforce this Lease or any term or provision hereof, and shall prevail in such suit or action, Lessee agrees that Lessee shall pay the City's attorney's fees, costs and expenses incurred in connection with such suit or action.

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

CITY:

CITY OF CORDOVA

By: _____

Its: City Manager, Helen Howarth

Date: _____

EXHIBIT A

Attest: _____
City Clerk

LESSEE:

THE NATIVE CONSERVANCY

By: _____

Its: _____

Date: _____

DRAFT



To: City of Cordova
From: Native Conservancy
Re: Seasonal Use Lease Agreement
Date: May 12, 2021
Contact: Tesia Bobrycki
Cell: (209)817-3954
Email: tesia@nativeconservancy.org

Dear Sam and City of Cordova Staff,

Thank you for working with us on the lease agreement for seasonal use of the lot on Five Mile Loop Road, pictured below. The following is a response to your request for detailed description of use of Native Conservancy's proposed use of the lot and the following:

- **Detailed Description of the use of the lot** (including dimensions of structure(s), plans for seasonal greenhouse and compost),
- **How and When** Temporary structures will be placed and removed,
- **Seasonal Time Frame.**

Lot Use Description

Plan - Native Conservancy's (NC) plan is to conduct a temporary greenhouse hoop house pilot project with the objective of learning the ropes of growing vegetables during the "growing season" in Cordova. Key aspects of the project include erecting a 10'x16' hoop house greenhouse on the existing cement pad on the lot pictured below. Next to set up an ultra-simplified plan to test two ways of growing, in "contained bins" (simulating a raised bed effect) where all the soil is inside the working bin and also in pots on benches. Within the greenhouse the pilot project will engage youth from the community to see, experience and explore best conditions for growing "greens" and "vegetable starts" supported by a mix of soil and (compost made from Local sawdust, dehydrated kelp, bark and silt). The program will be led by a senior manager who has oversight of the project and intern supervision. The main vegetable growing ingredients of soil only (June-July) and compost added (July-October) will support the community with opportunities for "learning" through the two "growing tests" that will consist of first, "2-3 bins" with soil and vegetables and the second set up on tables made of "wooden horses" and platforms where small to medium sized pots are housed inside the greenhouse.

All ingredients for making the mixture of soil and compost for vegetables and the tools for the project will be housed directly across the street at Native Conservancy property at 5-mile loop in large tool shed with the three 80-gallon compost tumblers (Brand name: Lifetime 60058 Compost Tumbler) housing 3-5 totes of sawdust, dehydrated kelp, tree bark and silt located outside a tool shed. Due to the nature of dried soil and compost product mixtures, the largest component of the final end product of soil and compost will be sawdust which provides for a simple garden and potted soil test reducing any concern of attraction of animals or “smell”. Across the street on NC 5-mile property where the soil and compost will be housed, we will also mitigate any potential of odor by aerating and adding dolomite lime to the mixture, which is an effective odor control agent. Dolomite lime pellets will be sprinkled into compost to minimize smells at least 3 times a week. Tree bark serves as a brown carbon source in compost and also reduces odor.

The pilot project will be overseen and tended by Native Conservancy staff, contractors, and volunteers three times per week. The greenhouse will be set up first with only soil for the first 8-10 weeks as the compost will be processed over a 10- week period for later summer growing season and testing. Once the compost tumblers on Native Conservancy property have completed the full cycle of compost settling, they will be cleaned, dried, removed and the contents of the compost will be added to the ongoing testing project to analyze for their benefit to the growing season/cycle. The pilot project will begin with basic vegetables and starts to see what is possible in the way of growing lettuces, kale, carrots, potatoes, and berries. Water will be acquired and transported from Native Conservancy across the street. No compost elements will be stored on site.

Temporary Structures

Beginning in June, the Hoop house Greenhouse will be erected. Simultaneously surrounding the greenhouse, an electric fence will be set up to stop animals from entering. The hot tape will be mounted on steel t-posts, erected 5 feet apart surrounding the concrete pad. Steel t-posts will be hammered into the ground to establish the fence. We will use Power fields 6 wire polywire, successfully proven to be a reliable solution for keeping bears away from greenhouses and composts in Alaska. This stainless-steel electric wire is super tough, long lasting, high-strength, UV protected, and non-corrosive. It is made of approximately 150 lb. 6 strands of 6 mil #304 stainless-steel wires and 15 strands of 15 mil monofilament. The caterpillar greenhouse is self-supporting with circular plastic ribs. The caterpillar greenhouse, electric fence system, garden bins, horses and tables, will be placed out on the slab on June 1 and removed at the

end of October 30th. Onsite we will have a 6-volt solar charger for the electric fence, which comes with a battery and solar panel built right into it. Parmak is the manufacturer.



Native Conservancy's Eyak Cultural Center Resources & Support (Formerly Eyak Preservation Council Lodge)

The lodge directly across from the lot being discussed (see image 1 below) will provide logistical support to the community garden and compost project. Water will be sourced from the lodge as needed, either filling and carrying over 5- gallon buckets or purchasing a small water tank and filling it with a hose from the lodge periodically. If the latter option, the hose will only be used during fill-up.

Timeline

May | Secure permits, acquire materials, prepare for greenhouse set up. **June** | Set up greenhouse and electric fence, bins and pots, and soil materials

July - October | Grow vegetables and berries

October 31 | All structures removed from the lot.

Native Conservancy Team Including Staff/Volunteers:

Project Lead - Tesia Bobrycki

Construction Project Manager - Jim Smith

Greenhouse Project Oversight - Rachel Hoover

Intern Oversight - Tyler Quales

Volunteer - David Grimes

Community Engagement

The goal of this community garden project is to grow produce from locally made soil and compost. We plan to distribute a harvest of nutritious vegetables, such as kale and carrots, to vulnerable community members through our Native Elders Subsistence Foods Program. This garden will provide access to nutrient-rich produce, vital for health and wellness. Surplus compost will be distributed at no cost to community members with their own small-scale home gardens.

Product Links

- 3x 80 gallon [Lifetime Tumbler](#)
- 16'x20' [temporary Hoop House](#)- The Grower's Solution Greenhouse Kits are one of the hottest items in the do-it-yourself gardening marketplace today! One of the most economical and easy-to-assemble, quality greenhouse kits available. Our galvanized industrial-steel tubing makes it one of the strongest frames on the market. You can install this 20' Quonset Greenhouse Package in less than a weekend., depending on how far you drive it into the ground.
- [Electric Fence](#), powered by [solar charger](#)

Images



5

Five Mile Loop



Storage space that we already have:



Pending Agenda (PA) Primer

What is Pending Agenda?

A list of topics that Council wants to explore in the future (these are Pending, for an Agenda).

These topics might be worthy of an agenda item at a regular/special meeting (if there is a specific action being requested).

These topics might be worthy of a work session when Council can discuss at more length and come to a consensus about direction to staff to bring an action back.

How do you get something ON Pending Agenda?

During PA, a Council member can suggest a topic to add to PA. At that time, a second Council member, the Mayor or the City Manager can act as the second who agrees to add the item to the Pending Agenda List.

How do you get something OFF Pending Agenda?

During PA, a Council member can mention a topic that is on the list of topics and name a **specific date** to hear the item, either as an action item on a regular/special meeting or as a discussion item for a work session. If this occurs, a second member is still required, and the member(s) should clearly articulate the action intended or the specific topic for discussion and set a specific date.

Quarterly, we will go through all the items listed on PA and purge the ones that no longer seem practical or that have been handled already.

What is NOT appropriate for Pending Agenda?

Sometimes items are considered for PA but are more appropriately tasks for the Clerk or Manager. These items might warrant Council action in the future, and if so, will be brought back when that is necessary. A consensus of the entire body is required to task the Manager or Clerk with something specific.

The PA part of the meeting sometimes becomes a more detailed discussion of an item being proposed. Council should refrain from the extraneous discussion of a topic at this time and instead clearly state the item, get agreement of a second, and it will be added to the list. Obviously, sometimes a short discussion is required in order to articulate the detail of what is being added.



City Council of the City of Cordova, Alaska
Pending Agenda
March 15, 2023 Regular Council Meeting



City Council of the City of Cordova, Alaska
Pending Agenda
March 15, 2023 Regular Council Meeting

E. Membership of existing advisory committees of Council formed by resolution:

- 1) Fisheries Advisory Committee:**
re-auth res 01-20-04 approved Jan 15, 2020
auth res 04-03-45 approved Apr 16, 2003
- | | |
|---|--|
| 1-John Williams (fisheries educ/Mar Adv Prgm) | 2-Jeremy Botz (ADF&G) |
| 3-vacant (processor rep) | 4-Jim Holley (marine transportation/AML) |
| 5-Chelsea Haisman (fish union/CDFU) | 6-Tommy Sheridan (aquaculture) |
- 2) Cordova Trails Committee:**
re-auth res 11-18-29 app 11/7/18
auth res 11-09-65 app 12/2/09
- | | |
|--------------------|-----------------|
| 1-Elizabeth Senear | 2-Toni Godes |
| 3-Dave Zastrow | 4-Ryan Schuetze |
| 5-Wendy Ranney | 6-Michelle Hahn |
- 3) Fisheries Development Committee:**
authorizing resolution 12-16-43
reauthorization via Res 11-19-51
approved 11/20/2019
- | | | |
|-------------------|-----------------|------------------|
| 1-Warren Chappell | 2-Andy Craig | 3-Bobby Linville |
| 4-Gus Linville | 5-vacant | 6-Bob Smith |
| 7- Ron Blake | 8- John Whissel | |

F. City of Cordova appointed reps to various non-City Boards/Councils/Committees:

- 1) Prince William Sound Regional Citizens Advisory Council**
- | | | |
|--------------------|------------------------|----------------------------|
| David Janka | appointed January 2023 | 2 year term until May 2024 |
|--------------------|------------------------|----------------------------|
- 2) Prince William Sound Aquaculture Corporation Board of Directors**
- | | | |
|-------------------|--|-----------------------------|
| Tom Bailer | re-appointed October 2021
re-appointed October 2018
appointed February 2017-filled a vacancy | 3 year term until Sept 2024 |
|-------------------|--|-----------------------------|

**CITY OF CORDOVA, ALASKA
RESOLUTION 02-23-03**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
DESIGNATING CAPITAL IMPROVEMENT PROJECTS**

WHEREAS, the Cordova City Council has identified several Capital Improvement projects that will benefit the citizens of Cordova, and in several cases the entirety of Prince William Sound; and

WHEREAS, the Council of the City of Cordova has identified the following Capital Improvement projects as being critical to the future well-being and economy of Cordova and the surrounding area:

Port and Harbor

- South Harbor Replacement
- North Harbor Efficiency and Safety
 - Stabilize Breakwater Ave through sheet piling to create usable uplands for industrial, commercial, Harbor and associated uses.
 - Improve pedestrian safety by creating a sidewalk and boardwalk system to navigate between the north and south harbors.
 - Provide additional cranes, laydown areas, and in-harbor fuel services.
- Rebuild 3-Stage Dock
- Waste Oil/Maintenance Building
- Shipyard Expansion
- Harbor Basin Expansion

Water Upgrades

- Improve water delivery during peak water usage.
- Booster station at Murchison tank to improve water delivery during peak flow.
- Permanent siphon at Crater Lake to improve water delivery during peak flow.
- Upgrade Pipe Infrastructure.
- Upgrade pump stations and equipment.

Sewer Upgrades

- Replacement/upgrade of Wastewater plant and Scada.
- Replacement/Upgrades of Lift Stations.
- Replacement of Force main in Odiak Slough.
- Upgrade Pipe Infrastructure.

Streets Infrastructure and Equipment

- 6th and 7th Streets Upgrades
- Chase Avenue Upgrades
- Replace/Upgrade pedestrian walkways (4th and Adams) (Council Street), and (2nd Street to Main)
- Wheeled Loader
- Road Grader

Water Services and Fire Protection (hydrants) to Outlying Areas – Feasibility Study

Public Safety

- Mile 4 Substation Foundation Repair
- E-911 Implementation
- Acquire and integrate new hardware to fully utilize the new E-911 addressing.
- Replace Failing RMS
- Replace Dispatch Console
- Replace Radio Structure on Ski Hill
- Engineering and Preliminary Design of Public Safety Building

Recreational Safety and Development

Pool Infrastructure

- Replacement of 60mm PVC Pool liner
- Door and Siding Replacements and CMU Joint Repairs
- Pool Cover Replacement
- Pool Roof Replacement
- Ventilations Remodel/Replacement
- Electrical Distribution System Replacement
- ADA Compliance and Parking Area re-grade.

Bidarki Recreation Center

- Structural Repair
- Code and Ada Compliance
- Facility Improvements

Eyak Lake Skater's Cabin

- Demolish and replace.

Playground Renovations

- Replacement of swing set at Noel Pallas Children's Memorial Playground

Parks Restrooms/Buildings/Structures

- Ballfield/Cordova Municipal Park Restroom/Concession Stand – Code and ADA Compliance
- Fleming Spit Restroom Replacement
- Odiak Pond Boardwalk and Gazebo – Code and ADA Compliance
- Odiak Camper Park Restrooms/Facility Improvements – Code and ADA Compliance.
- Parks Maintenance Shop Facility Improvements – Code Compliance

Ski Hill Improvements

Land Development

- Housing
- Cold Storage
- Harbor Basin Expansion

and;

WHEREAS, some or all of these projects will be submitted to State or Federal legislators and/or agencies as Capital Improvement projects for the City of Cordova, Alaska.

NOW, THEREFORE, BE IT RESOLVED THAT the Council of the City of Cordova, Alaska, hereby designates and prioritizes the above listed projects as Capital Improvement projects.

PASSED AND APPROVED THIS 15th DAY OF FEBRUARY 2023










ATTEST:

David Allison, Mayor

Susan Bourgeois, CMC, City Clerk

March 2023

CALENDAR MONTH	MARCH
CALENDAR YEAR	2023
1ST DAY OF WEEK	SUNDAY

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	1	2	3	4
			Early Voting: City Election at Cdv Ctr/City Hall: 3/1- 3/3 8a-5p			
5	6	7	8	9	10	11
Early Voting: City Election at Cdv Ctr/City Hall: 3/6 -8a-5p		 Cordova General Election 7am - 8pm CCA	7:00 Council reg mtg CCAB Assessment Notices mailed - starts 30 day appeal period 6:00 Harbor Cms CCAB 7:00 Sch Bd HSL			
12	13	14	15	16	17	18
		6:30 P&Z CCAB	 7:00 Council reg mtg CCAB	 1A/2A State Basketball Tournament March 15 - 18, 2023		
19	20	21	22	23	24	25
		5:30 CTC Board Meeting CCER	12:00 Council spec mtg CCAB 6:00 CEC Board Meeting			
26	27	28	29	30	31	1
	City Hall Closed Seward's Day Holiday 3/27	6:00 P&R CCM		6:00 CCMCAB HCR	 CTC Annual Mtg	
2	3	Notes				

Legend:
 CCAB-Community Rms A&B
 HSL-High School Library
 CCA-Community Rm A

CCB-Community Rm B
 CCM-Mayor's Conf Rm
 CCER-Education Room

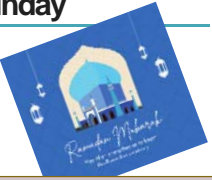




LN-Library Fireplace Nook
 CRG-Copper River Gallery
 HCR-CCMC Conference Room

Cncl - 1st & 3rd Wed
 P&Z - 2nd Tues
 SchBd, Hrb Cms - 2nd Wed
 CTC - 3rd Tues

P&R - last Tues
 CEC - 4th Wed
 CCMCA Bd - last Thurs

April 2023

CALENDAR MONTH **APRIL**
CALENDAR YEAR **2023**
1ST DAY OF WEEK **SUNDAY**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26  Ramadan Mar 22-Apr 21	27	28	29	30	31	1
2	3	4	5  Passover April 5-13 7:00 Council reg mtg CCAB	6	7 last day to appeal property assessment	8
9 	10	11	12 6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	13	14	15 
16	17 7:00 BOE Hearing if necessary CCAB	18 5:30 CTC Board Meeting CCER	19 7:00 Council reg mtg CCAB	20	21	22 
23	24	25	26	27	28	29
30	1	2 6:00 P&R CCM	3 6:00 CEC Board Meeting	4 6:00 CCMCAB HCR		

Notes

Legend:
CCAB-Community Rms A&B
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Cncl - 1st & 3rd Wed
P&Z - 2nd Tues
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CTC - 3rd Tues

P&R - last Tues
CEC - 4th Wed
CCMCA Bd - last Thurs

City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
Mayor:	David Allison	March 1, 2022	March-25
3 years	Mayor@cityofcordova.net		
Council members:			
Seat A:	Tom Bailer, Vice Mayor	March 1, 2022	March-25
3 years	CouncilSeatA@cityofcordova.net	March 5, 2019	
Seat B:	Cathy Sherman	March 3, 2020	March-23
3 years	CouncilSeatB@cityofcordova.net		
Seat C:	Jeff Guard	Mar 3, 2020	March-23
3 years	CouncilSeatC@cityofcordova.net	Mar 5, 2017	
Seat D:	Melina Meyer	March 2, 2021	March-24
3 years	CouncilSeatD@cityofcordova.net	March 6, 2018	
Seat E:	Anne Schaefer	March 2, 2021	March-24
3 years	CouncilSeatE@cityofcordova.net	March 6, 2018	
		December 6, 2017	elected by cncl
Seat F:	Kristin Carpenter	March 1, 2022	March-25
3 years	CouncilSeatF@cityofcordova.net		
Seat G:	Ken Jones	March 1, 2022	March-25
3 years	CouncilSeatG@cityofcordova.net		

Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	Barb Jewell	Mar 1, 2022, Mar 5, 2013, Mar 1, 2016, Mar 5, 2019	March-25
	bjewell@cordovasd.org		
3 years	Henk Kruithof	March 2, 2021	March-24
	hkruithof@cordovasd.org		
3 years	Terri Stavig	March 1, 2022	March-25
	tstavig@cordovasd.org		
3 years	Peter Hoepfner	Mar 7, 2006, Mar 3, 2009, Mar 6, 2012, Mar 3, 2015, Mar 6, 2018, Mar 2, 2021	March-24
	phoepfner@cordovasd.org		
3 years	Sheryl Glasen, president	Mar 4, 2014, Mar 7, 2017, Mar 3, 2020	March-23
	saglasen@cordovasd.org		

seat up for re-election in 2023	vacant
board/commission chair	
seat up for re-appt in Nov 23	

City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

CCMC Authority - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	Linnea Ronnegard, Chair CCMCBoardSeatC@cdvcmc.com	Mar 6, 2018, Mar 2, 2021	March-24
3 years	Ann Linville CCMCBoardSeatA@cdvcmc.com	March 1, 2022	March-25
3 years	Chris Iannazzone CCMCBoardSeatB@cdvcmc.com	March 24, 2022	term until 3/25 but up for 2-yr trm 3/23 <u>March-23</u> <u>March-25</u>
3 years	Liz Senear CCMCBoardSeatD@cdvcmc.com	March 2, 2021	March-24
3 years	Kelsey Appleton Hayden CCMCBoardSeatE@cdvcmc.com	March 3, 2020	March-23

Library Board - Appointed

length of term		Date Appointed	Term Expires
3 years	Mary Anne Bishop, Chair	Nov '06, '10, '13, '16, '19, Dec '22	November-25
3 years	Debra Adams	Dec '21	November-24
3 years	Sherman Powell	June '18, Feb '20, Jan '23	November-25
3 years	Arisa Pearson	December-20	November-23
3 years	Krysta Williams	Feb '18, Dec '20	November-23

Planning Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Kris Ranney	Dec '22	November-25
3 years	Mark Hall, Vice Chair	Nov '19, Dec '22	November-25
3 years	Sarah Trumblee	Dec '20	November-23
3 years	Tania Harrison, Chair	Mar '22	November-24
3 years	Tom McGann	Feb '21	November-23
3 years	Chris Bolin	Sep '17, Nov '18 Dec '21	November-24
3 years	Trae Lohse	Nov '18, Dec '20	November-23

seat up for re-appt in Nov 23

vacant

seat up for re-election in 2023

board/commission chair

City of Cordova, Alaska Elected Officials & Appointed Members of City Boards and Commissions

Harbor Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Mike Babic	Nov '17, Dec '20	November-23
3 years	Andy Craig, Chair	Nov '16, '19 & Dec '22	November-25
3 years	Max Wiese	Mar '11, Jan '14, Nov '17, Dec '20	November-23
3 years	Ken Jones	Feb '13, Nov '16, Nov '19, Dec '22	November-25
3 years	Christa Hoover	Dec '21	November-24
3 years	Dave Glasen	Sept '22	November-24
3 years	Tommy Sheridan	Sept '22	November-24

Parks and Recreation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	Wendy Ranney, Chair	Aug '14, Nov '15, Nov '18, Dec '21	November-24
3 years	Henk Kruithof	Nov '19, Dec '22	November-25
3 years	Aaron Hansen	Dec '21	November-24
3 years	Kirsti Jurica	Nov '18, Dec '21	November-23
3 years	Marvin VanDenBroek	Feb '14, Nov '16, Nov '19, Dec '22	November-25
3 years	Karen Hallquist	Nov '13, '16, '19, Dec '22	November-25
3 years	Dave Zastrow	Sept '14, Feb '15, Nov '17, Dec '20	November-23

Historic Preservation Commission - Appointed

length of term		Date Appointed	Term Expires
3 years	vacant, PC member		November-25
3 years	vacant, professional member	Aug '16, Feb '20	November-25
3 years	vacant, NVE member	Nov '19	November-25
3 years	Christy Mog, professional member	Apr '22	November-23
3 years	Wendy Ranney, historical society member	Nov '18, Dec '21	November-24
3 years	Nancy Bird, professional member	Nov '17, Nov '18 Dec '21	November-24
3 years	Jim Casement, public member	Nov '17, Dec '20	November-23

seat up for re-election in 2023

vacant

board/commission chair

seat up for re-appt in Nov 23