

**Mayor**

*David Allison*

**Council Members**

*Tom Bailer*

*Cathy Sherman*

*Kasey Kinsman*

*Melina Meyer*

*Anne Schaefer*

*Kristin Carpenter*

*Ken Jones*

**City Manager**

*Helen Howarth*

**City Clerk**

*Susan Bourgeois*

**Deputy Clerk**

*Tina Hammer*

**Student Council**

*Mhiikee Gasmen*

**Regular City Council Meeting  
May 17, 2023 @ 7:00 pm  
Cordova Center Comm Rooms  
Agenda**

**A. Call to order**

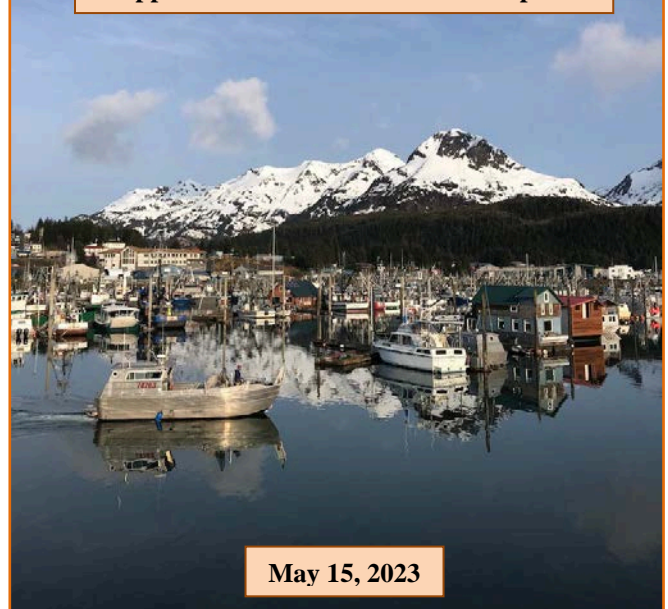
**B. Invocation, pledge of allegiance**

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, Kasey Kinsman, Melina Meyer, Anne Schaefer, Kristin Carpenter, and Ken Jones

**Copper River Drift Gillnet Season Opener**



**May 15, 2023**

**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 Speakers
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**

- 4a. Proclamation of Appreciation to **Jeff Guard**..... **(page 1)**
5. Minutes:
  - a. 04-17-23 Board of Equalization Meeting Minutes..... **(page 2)**
  - b. 05-03-23 Regular City Council Meeting Minutes..... **(page 4)**
6. Council Action to Waive Protest of Renewal of Liquor License for OK Restaurant..... **(page 8)**  
#2433 Restaurant-Eating Place
7. Resolution 05-23-18..... **(page 17)**  
A resolution of the Council of the City of Cordova, Alaska, approving the license for a mobile restaurant for Earl Wiese dba Sourdough Wagon
8. Resolution 05-23-19..... **(page 28)**  
A resolution of the Council of the City of Cordova, Alaska, stating support for a Transportation Alternatives Program application to the Alaska Department of Transportation for funds to restore public access to the Hartney Bay Recreation Site
9. Council certification of the 2023 Property Tax Assessment Roll..... **(page 31)**
10. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of unexcused absences of Council members **Tom Bailer** and **Melina Meyer** from the May 3, 2023 Regular Meeting

**H. Approval of Minutes – in consent calendar**

**I. Consideration of Bids/Proposals/Contracts - none**

## **J. Reports of Officers**

- 11. Mayor's Report
- 12. City Manager's Report
  - a. South Harbor Project Update Report..... (page 35)
- 13. City Clerk's Report
- 14. Student Council Report..... (page 36)

## **K. Correspondence..... (see primer for description page 37)**

- 15. 05-03-23 Public and Agency Review Notice for Aquatic Farmsite Lease for..... (page 38)  
Anya Honkola dba Bluff Point

## **L. Ordinances and Resolutions**

- 16. Ordinance 1205..... (voice vote)(page 40)  
An ordinance of the Council of the City of Cordova, Alaska, amending Section 14.24.020 by deleting the definition of vault or rough box and amending 14.24.080 C by eliminating the requirement of a vault or rough box, removing reference to vault or rough box, and renumbering the burial requirements accordingly - 1<sup>st</sup> reading
- 17. Ordinance 1206..... (voice vote)(page 45)  
An ordinance of the Council of the City of Cordova, Alaska, amending Section 14.20.090 Containers-Location by changing the section title to Containers-Placement and by adding the following language: "containers of refuse shall not be placed prior to 6 am on the scheduled pick-up day" - 1<sup>st</sup> reading
- 18. Ordinance 1207..... (voice vote)(page 50)  
An ordinance of the Council of the City of Cordova, Alaska, authorizing the City Manager to enter into a twenty-year lease with the United States Forest Service (USFS), for a portion of property described as a roughly 4,500 square foot portion of Lot 3, Block 7A, Tidewater Development Park - 1<sup>st</sup> reading

## **M. Unfinished Business - none**

## **N. New & Miscellaneous Business**

- 19. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 78)

## **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 or are available there for viewing or audio-only by the next business day

**CITY OF CORDOVA, ALASKA**  
**PROCLAMATION OF APPRECIATION TO**  
**JEFF GUARD**

**I, Mayor David Allison, do hereby issue this Proclamation of Appreciation to *Jeff Guard* for his dedication and contributions to the betterment of the City of Cordova while serving as a City Council Member**

**WHEREAS, *Jeff Guard*** served on City Council from October 1994–1996, was elected to serve as City Council Member more than twenty years later in March 2017, and graciously ran again in 2020, when it became clear that no others were stepping up in service to our community; and

**WHEREAS,** at the beginning of his recent 6-year tenure, *Jeff Guard* helped guide the City through difficult financial decisions as the struggling Medical Center required several infusions of City resources; and

**WHEREAS,** as revenue sources fluctuated, *Jeff Guard* was a Council member willing to make unpopular votes to balance City budgets, carefully weighing citizen input and concerns of the Cordova business community; and

**WHEREAS,** his patient demeanor and discerning nature helped guide Cordova through the stressful Covid-19 pandemic; and

**WHEREAS, *Jeff Guard*** championed important causes such as the Comprehensive Plan update, Fisheries issues, Cordova Harbor projects, while prioritizing balance between economic development, cost of living increases, and quality of life improvements for the citizens of Cordova; and

**WHEREAS,** at City Council meetings, he often communicated his opinion regarding the proficiency of City staff members which boosted morale; *Jeff Guard* came to City Hall periodically, he discussed pending issues with Clerk, Manager and staff and his presence and active listening skills were noticed and appreciated.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Mayor, City Council members, City staff and citizens of Cordova do hereby express their sincere appreciation to *Jeff Guard* for his willingness to dedicate many hours of his own time in service to the Community as a valued City Council member.

**SIGNED THIS 17<sup>th</sup> DAY OF MAY 2023**

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**David Allison, Mayor**

**Board of Equalization Meeting  
April 19, 2023 @ 7:00 pm  
Cordova Center Community Rooms  
Minutes**

**A. Call to order** – **Board Chair David Allison** called the Board of Equalization Meeting to order at 7:00 pm on April 19, 2023 in the Cordova Center Community Rooms.

**B. Disclosures of Conflicts of Interest and Ex Parte Communication**

**Board Chair Allison** declared a conflict on one of the appeals – agenda item 1, appeal # 40 for Emma and Michael Merritt – **Allison** is employed by the same company as Michael Merritt and the owner of the company is Emma Merritt's father. The Board concurred with the conflict and when the appellants and assessor testified regarding that appeal, **Allison** was asked to give the chair seat over to Vice-Chair **Schaefer**, then when the Board went into closed session to consider the appeals they would handle that appeal last and **Allison** would leave the closed session for that deliberation.

**C. Roll call** - Present for roll call were **Board Chair Allison** and Board members **Cathy Sherman, Kasey Kinsman, Anne Schaefer**, and **Kristin Carpenter**. Board members **Melina Meyer** and **Ken Jones** were present via teleconference. Board members **Tom Bailer** was absent. Also present were City Attorney **Holly Wells**, City Assessor **Arne Erickson**, City Clerk **Susan Bourgeois**, and Deputy City Clerk **Tina Hammer**.

**C. Business Before the Board**

1. Property Assessment Appeals, 2023 tax year, City Council acting as Board of Equalization

**Chair Allison** stated that this meeting is solely for the purpose of hearing the following 11 appeals from the assessments made by the Assessor. The Appellant has 5 minutes, the Assessor has 5 minutes then the Appellant is given 3 more minutes to rebut, if necessary.

Ray & Samantha Renner - Assessment Card 02-086-250, Tract B1-B, Mt Eccles Est Addition 1. Appellants were not present. Assessor gave a presentation.

Keith Kroll - Assessment Card 02-087-618, Blk 1, Lots 16 & 17, Forest Heights. Appellant presented, Assessor presented, Appellant rebutted.

Shane & Nicole Songer - Assessment Card 02-070-115, Lot 4, Lakeview. Appellants were not present. Assessor gave a presentation.

Dana & Anita Smyke - Assessment Card 02-082-710, Tract A, Meadow View. Appellants were not present. Assessor gave a presentation.

Robin Traxinger Assessment Card 02-086-375, Lot 3A, Powderhouse. Appellants were not present. Assessor gave a presentation.

Dan & Jean DeBruler Assessment Card 02-072-278, Bk 38, Lot 9, Original Townsite. Appellants were not present. Assessor gave a presentation.

Cameron Hesse Assessment Card 02-083-338 & 340, Bk 1, Lots 10-11, Whiskey Ridge. Appellant presented, Assessor presented, Appellant rebutted.

Lauren Padawer Assessment Card 02-099-215, Lot 2B, Saddle Point. Appellants were not present. Assessor gave a presentation.

Cully & Nicola Merritt Assessment Card 03-075-405, Bk 3, Lot 1, Pebo. Appellants were not present. Assessor gave a presentation.

Cully Wooden Assessment Card 03-075-380, Bk 2, Lot 1, Pebo. Appellants were not present. Assessor gave a presentation.

At 9:08 pm **Chair Allison** gave the gavel to Vice Chair **Schaefer** for this last appeal on which he was deemed to have a conflict of interest.



Emma & Michael Merritt Assessment Card 02-070-110, Lot 3, Lakeview. Appellants were not present. Assessor gave a presentation.

At 7:50 pm the Board entered closed deliberations to consider the 11 appeals that were presented to them. The Board would be considering all the evidence presented and within 7 days would be issuing a written decision to each appellant.

The Board was in the closed deliberations for 1 hour and 27 minutes. **Board Chair Allison** had left the closed deliberations for the Emma & Michael Merritt appeal.

At 9:26 pm **Vice-Chair Schaefer** stated that the Board had concluded its work and had heard and deliberated upon all 11 appeals.

**D. Adjournment**

Hearing no objection, **Vice-Chair Schaefer** adjourned the meeting at 9:28 pm.

Approved: May 17, 2023

Attest: \_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

**Regular City Council Meeting**  
**May 3, 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 7:00 pm on May 3, 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 Allison** and Council members **Kasey Kinsman**, **Anne Schaefer**, and **Kristin Carpenter**. Council members **Cathy Sherman** and **Ken Jones** were present via teleconference. Council members **Tom Bailer** and **Melina Meyer** were absent. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois**.

**D. Approval of Regular 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: **Barry Hooper**, ROW Lead ADOT&PF and **Norman Gutcher**, PE, Lead Design Engineer Shepard Point Road Project gave a presentation about Shepard Point Road ROW acquisition – this will be an agenda item before Council at a future meeting and this was their time to explain it to the Council members.

2. Audience comments regarding agenda items: none

3. Chairpersons and Representatives of Boards and Commissions: President **Barb Jewell** reported for the School Board: she said graduation is a week from Saturday, 3 CHS students have been nominated for a statewide spirit of youth award (**Kate Flores**, **Shelby Glasen** and **Yagnesis Mejia**) – students who are engaged in their community – volunteering. They continue to work on their budget, May and June meetings, also curriculum decisions to be made at those meetings.

a. PWSRCAC City Rep **David Janka** report – written report regarding a draft report just completed entitled “Assessment of Risks and Safety Culture at Alyeska’s Valdez Marine Terminal”

4. Student Council Report: none

**G. Approval of Consent Calendar**

5. Minutes: a. 04-19-23 Regular City Council Meeting Minutes

6. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of unexcused absences of Council members **Tom Bailer** from the April 19, 2023 Regular Meeting

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

**H. Approval of Minutes** - in consent calendar

**I. Consideration of Bids/Proposals/Contracts** - none

**J. Reports of Officers**

7. Mayor’s Report – **Mayor Allison** said he had a written report in packet, and he’ll have the USPS mtg upcoming – hasn’t heard back from them yet on a date. T-Ball should have 6 teams this year, games getting started this month.

8. Manager’s Report – City Manager **Helen Howarth** reported: 1) shout out to staff who completed Denali Commission application and PIDP grant application – all harbor related – both North and South Harbor, hoping to be successful – shout out to **Collin**, **Kevin**, **Tony**, others; 2) next week she will begin IBEW negotiations, in hopes to have a final agreement before 2024 budget approval; 3) week of May 15 – audit

– staff is plenty busy; 4) Cordova covered spaces initiative – first effort is for a covered space at Hartney Bay – they’ll be applying to the state collaborating with Eyak Corp. and USFS – we will have a resolution supporting that at the next Council meeting. Questions: **Kinsman** asked the status of IT – **Howarth** said we did offer the job, he had committed to gillnet for the summer, hope to have him on later in summer/fall. We have folks coming down to discuss the equipment we have; they will now wait until he is on board – we are still a bit away from a solution but getting there.

**9. City Clerk’s Report – Bourgeois** reported: 1) current protocol for Council meeting audio is that by 11 or noon on a Thursday, the audio of Regular meetings is uploaded (**Emily**) so citizens are still getting that capability to listen to Council – we will be excited to have IT on to get us back to live video; 2) will discuss lots of items coming forward at Pending Agenda, including as **Howarth** mentioned, a resolution supporting the ATAP grant that Cordova Covered Spaces Project is working on – resolution will be before Council on May 17, 2023.

**10. Staff Quarterly Reports:**

**a. Cordova Historical Museum & Cdv Center, 1Q 2023, Dept. Director Mimi Briggs**

**K. Correspondence**

**11. 04-05-23 Membership letter from United Fishermen of Alaska**

**L. Ordinances and Resolutions**

**12. Resolution 05-23-16** A resolution of the Council of the City of Cordova, Alaska, placing a ballot proposition before the voters at the Regular Election on March 5, 2024 amending City Charter Sections 2-1 entitled “Mayor and City Council: number and qualifications, designated council seats”; Section 10-2 entitled “Three-year terms—Election at large—Nonpartisan elections”; and section 10-4 entitled “Voting—Who elected” to remove designated seats for City Council members, to clarify that Council members and the Mayor serve three year terms of office, remove 40% vote threshold for prevailing City Council candidates, and remove requirements regarding run-off elections

**M/Carpenter S/Schaefer** to approve Resolution 05-23-16 A resolution of the Council of the City of Cordova, Alaska, placing a ballot proposition before the voters at the Regular Election on March 5, 2024 amending City Charter Sections 2-1 entitled “Mayor and City Council: number and qualifications, designated council seats”; Section 10-2 entitled “Three-year terms—Election at large—Nonpartisan elections”; and section 10-4 entitled “Voting—Who elected” to remove designated seats for City Council members, to clarify that Council members and the Mayor serve three year terms of office, remove 40% vote threshold for prevailing City Council candidates, and remove requirements regarding run-off elections **Carpenter** thanked staff for getting this put together at Council’s request. She is of the opinion that this will make for easier elections, more straightforward. Cordova does not elect seats by district, she believes at-large is appropriate, she doesn’t believe this will make for a disadvantage to anyone in anyway.

**M/Carpenter S/Schaefer** to amend the resolution by adding “Mayoral and” between the words prevailing and City Council in 2 places, first in the second to last line of the title of the resolution on page 50 of the packet and in the third line of the Proposition question, top of page 51 of the packet.

**Carpenter** said this is just adding in a couple of words to clarify that the 40% threshold will be going away for Mayor and Council – these words were just inadvertently left out. **Schaefer** had no comment except that she agrees with the amendment.

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

**Schaefer** asked about what happens with a tie. **Bourgeois** said tie language in charter had already been in there, and in Code ties are discussed too – automatic recounts are triggered and then if still a tie, drawing from a hat, just like this charter says. No other Council members commented, others seemed in favor of putting this in front of voters to decide.

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

13. Resolution 05-23-17 A resolution of the Council of the City of Cordova, Alaska, authorizing the City to lease with an option to purchase one vehicle from Community Leasing Partners for an amount not exceeding \$72,370.26 and to appropriate \$16,992.17 for the 2024 payment of that lease with option to purchase and approving the use of sole source procurement through the innovative procurement method to lease the vehicles with the option to purchase

**M/Carpenter S/Schaefer** to approve Resolution 05-23-17 A resolution of the Council of the City of Cordova, Alaska, authorizing the City to lease with an option to purchase one vehicle from Community Leasing Partners for an amount not exceeding \$72,370.26 and to appropriate \$16,992.17 for the 2024 payment of that lease with option to purchase and approving the use of sole source procurement through the innovative procurement method to lease the vehicles with the option to purchase

**Carpenter** said we approved this capital expense, and this is now us implementing the purchase.

**Schaefer** said based on the staff report, we definitely need to upgrade from the old van they are using.

**Sherman** said she is in support. **Kinsman** said he'll support – he would like to see a great maintenance record followed on this and all new vehicles and equipment. **Jones** said he will support but he is not a big fan of this whole lease-option method and doesn't like us paying interest.

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

#### **M. Unfinished Business - none**

#### **N. New & Miscellaneous Business**

14. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists – **Bourgeois** said the Property Tax Assessment Roll will be in front of Council for certification at the 5/17/23 meeting, now that the appeals have all been handled and adjusted notices have been sent to all appellants whose values changed. Several other items for 5/17/23 – 2 ordinances (cemetery, refuse), liquor license renewal, mobile restaurant approval. Resolution supporting the Covered Spaces Project grant application, will be on 5/17/23 agenda as well. **Johnson** will get the ROW/easement approval resolution (per the guest speaker talk tonight) on the 6/7/23 agenda. Mill rate setting resolution will be on 6/7/23 agenda. School budget approval will be second June meeting (6/21/23).

Council member **Kinsman** wanted to add a couple of items to the pending agenda – he would like Council to discuss Council member teleconference attendance at meetings, perhaps to put limits on it. He met with **City Attorney Wells** when she was in town and she added that we might consider excluding the ability to attend any executive sessions or quasi-judicial deliberations via teleconference. There was Mayor and Council member support to add those both to pending agenda.

#### **O. Audience Participation**

**Natasha Casciano** of 406 Front Street – she thanked City Council members for their time commitment she greatly appreciates them. She mentioned the Cordova Covered Spaces Project – an initiative to create covered spaces along the roadway from Hartney Bay to Orca Bay with a spur out Power Creek. They are raising money under the Cordova Historical Society, there will be a big fundraising push in May and June – an art show at the Reluctant – they will receive 50% of funds raised. During shorebird they will have a table set up to explain the project, answer questions, and take donations – also they will receive the registration revenue from the Bay to Bay Bicycle/Run/Walk event. They are working on the ATAP grant with DoT – they will be bringing a resolution for Council to support their first project – located at Hartney Bay.

#### **P. Council Comments**

**Sherman** thanked the School Board for the work session, very helpful and informative – she is excited about the covered spaces – great idea.

**Kinsman** agreed with **Jones'** comments earlier about Community Leasing Partners – he just wants us to keep up with these purchases, ensure we maintain the equipment and then hang onto the vehicles long after they are paid off through the lease program.

**Carpenter** thanked staff for the hard work on the Harbor grant applications – those are tedious applications and thanks to the School Board as well.

**Schaefer** thanked staff for the quarterly report – museum, cordova center. She reminded people to check out the shorebirds, they have arrived out at Hartney Bay.

**Mayor Allison** said his opinion on the leasing is that if we are paying more interest than we are earning, we should be our own bank.

**Q. Executive Session** - none

**R. Adjournment**

Hearing no objection **Mayor Allison** adjourned the meeting at 8:05 pm.

Approved May 17, 2023

Attest: \_\_\_\_\_  
Susan Bourgeois, City Clerk





## AGENDA ITEM 6

### City Council Meeting Date: 05/17/2023

### CITY COUNCIL COMMUNICATION FORM

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**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 05/02/2023  
**ITEM:** Council option to protest renewal of Liquor License #2433  
**NEXT STEP:** Motion to waive protest via approval of consent calendar

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\_\_\_\_ ORDINANCE  
  X   MOTION

\_\_\_\_ RESOLUTION  
\_\_\_\_ INFORMATION

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- I. **REQUEST OR ISSUE:** A Cordova business, OK Restaurant, has applied for a Liquor License Renewal (restaurant/eating place 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, and further explained in Alaska Administrative Code 3AAC304.145, both 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 #2433, OK Restaurant, Restaurant/Eating Place.*

## **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.

## **Alaska Administrative Code**

### **3 AAC 304.145. Local governing body protest**

(a) To protest an application or the continued operation of a license, a local governing body must set out its reasons in a written protest filed with the board and copied to the applicant. The reasons stated by a local governing body must be logical grounds for opposing the application or continued operation of the license and have a reasonable basis in fact.

(b) The board will not take final action upon an application until at least

(1) 60 days after the receipt of the notice required by [AS 04.11.520](#) by a local governing body unless it advises the director in writing before the end of the 60 days that it is waiving its right to protest the application; and

(2) 15 days after completion of public notice of the application.

(c) Repealed 5/11/96.

(d) A local governing body that protests an application shall allow the applicant a reasonable opportunity to defend the application before a meeting of the local governing body.

(e) A local governing body protest may be based upon facts that render the particular application objectionable to the local body, or may be based upon a general public policy. If based on a general public policy, the policy must have a reasonable basis in fact, may not be contrary to law, and may not be patently inapplicable to the particular application being protested. The board will not substitute its judgment for that of the local governing body on matters of public policy that have reasonable factual support.

(f) If the application is denied because of the protest, and the applicant requests a hearing, the local governing body must, at the board's request, appear or otherwise meaningfully participate in the hearing and must assist in or undertake the defense of its protest.

(g) In addition to the other grounds for protest set out in this section, a local governing body may protest the

(1) renewal or transfer of a license based on nonpayment of delinquent taxes of at least \$200 arising in whole or in part from the conduct of the licensed business; and

(2) transfer of a license if the

(A) local governing body has adopted an ordinance under which it may estimate the amount of taxes due in the tax year of the proposed transfer and arising in whole or in part from the conduct of the licensed business, and require the licensee to pay the estimated amount; and

(B) licensee fails to pay that amount or give security under [AS 04.11.360](#).

(h) The board may uphold a protest of an application or continued operation with a single abeyance period not to exceed 180 days if the local governing body indicates that the protest is subject to rescission and that it will be withdrawn if the applicant meets conditions set by the local governing body. If the local governing body notifies the board within the period of the abeyance that the protest has been removed, the application or continued operation is approved when all other applicable requirements have been met. If the local governing body has not notified the board within the period of the abeyance that it has removed the protest, the application or continued operation is denied. The period of abeyance may not be extended or renewed.



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

May 2, 2023

City of Cordova

Via Email: [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net); [cityclerk3@cityofcordova.net](mailto:cityclerk3@cityofcordova.net)

**Re: Notice of 2023/2024 Liquor License Renewal Application**

<b>License Type:</b>	Restaurant/Eating Place	<b>License Number:</b>	2433
<b>Licensee:</b>	Dae J. Chung		
<b>Doing Business As:</b>	O.K. Restaurant		

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](mailto:amco.localgovernmentonly@alaska.gov)





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

Alaska Alcoholic Beverage Control Board

## 2023-2024 Master Checklist: Renewal License Application

Doing Business As:	OK Restaurant	License Number:	2433
License Type:	Restaurant/Eating Place		
Examiner:	CC	Transaction #:	100523903

Document	Received	Completed	Notes
AB-17: Renewal Application	12/23/22	5/2/23	
App and License Fees	12/23/22	5/2/23	

Supplemental Document	Received	Completed	Notes
AB-25: Supplier Certification			
AB-33: Restaurant Receipts Aff	12/23/22	5/2/23	
AB-36: Rec Site Statement			
AB-37: Tourism Statement			
AB-39: Change of Officers			
COI / COC / 5 Star / FAA Cert			
FP Cards & Fees / AB-08a			
Late Fee (after 12/31/2022)			
Additional Documents:	Transfer application in queue.		
Names on FP Cards:			

	Yes	No	N/A
CBPL Entity Printout included?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Business License Copy included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Background(s) Completed & Date: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Special Consideration: \_\_\_\_\_ Board Meeting Date: 5/30-31/23

LGB Sent Date: 5/2/23

LGB Deadline Date: 7/1/23

LGB 1 Name: Cordova

LGB 2 Name: \_\_\_\_\_

☐

Waive

☐

Protest

☐

Lapsed

☐

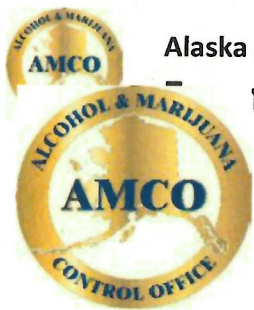
Waive

☐

Protest

☐

Lapsed



# Alaska Alcoholic Beverage Control Board

## AB-17: 2023/2024 License Renewal Application

Alcohol and Marijuana Control Office

550 W 7<sup>th</sup> Avenue,

Suite 1600

Anchorage, AK 99501

[alcohol.licensing@alaska.gov](mailto: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):	Dae J Chung	License #:	2433
License Type:	Restaurant/Eating Place		
Doing Business As:	O.K. Restaurant		
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:	DAE J chung (Re: Grace chung)	Contact Phone:	206-883-5214
Contact Email:	grace61ck@gmail.com		

**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:	Kang J cho	Contact Phone:	907-561-0101
Contact Email:	Kjcjungam@gmail.com		

#### 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

☒

AMCO

DEC 23 2022





# Alaska Alcoholic Beverage Control Board

## Form AB-17: 2023/2024 License Renewal Application

### 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 <b>operated for more than 240 hours</b> throughout each year. (Year-round)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2. The license was <b>only operated during a specified time</b> each year. (Not to exceed 6 months per year) <i>If your operation dates have changed, list them below:</i> _____ to _____	<input type="checkbox"/>	<input type="checkbox"/>
3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year. <i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>	<input type="checkbox"/>	<input type="checkbox"/>
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. <i>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.</i> <b><u>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.</u></b>	<input type="checkbox"/>	<input type="checkbox"/>

### Section 6 - Violations and Convictions

	YES	NO
Have <b>ANY</b> Notices of Violation been issued for this license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has <b>ANY</b> 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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.

DEC 23 2022



# 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.

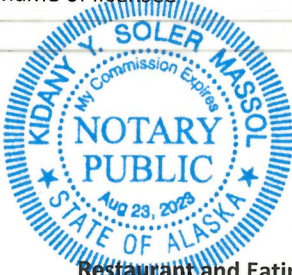
Signature of licensee

DAE J CHUNG (Re: grace)  
Printed name of licensee Chung

Kidany Y. Soler Masol  
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 21<sup>th</sup> 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:

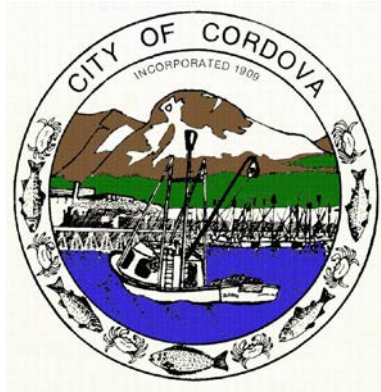
<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

### FOR OFFICE USE ONLY

License Fee:	\$ <u>600.00</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:				\$	<u>900.00</u>

AMCO

DEC 23 2022



**AGENDA ITEM 7**  
**City Council Meeting Date: 05/17/2023**  
**CITY COUNCIL COMMUNICATION FORM**

---

**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 05/03/2023  
**ITEM:** Resolution 05-23-18 approving a license for a mobile restaurant  
**NEXT STEP:** Majority voice vote or roll call vote on consent calendar

---

☐ ORDINANCE  
☐ MOTION

☒ RESOLUTION  
☐ INFORMATION

---

- I. REQUEST OR ISSUE:** Resolution approving a license for a mobile restaurant per CMC chapter 6.16 (attached).
- II. RECOMMENDED ACTION / NEXT STEP:** Council motion to approve Resolution 05-23-18, or approval of the consent calendar.
- III. FISCAL IMPACTS:** This would allow the startup of a new business in Cordova that would contribute to sales tax revenue as well as enhance the food choices for citizens of and visitors to Cordova.
- IV. BACKGROUND INFORMATION:** Prospective business owner and requester of the mobile restaurant license, Earl Wiese, has written a letter explaining his business plan and offered pictures of the food truck and other technical specs on the truck.
- V. SUMMARY AND ALTERNATIVES:** Council can approve the resolution or ask questions to further understand the business owner's plan and possibly ask for modifications.



**CITY OF CORDOVA, ALASKA  
RESOLUTION 05-23-18**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
APPROVING THE LICENSE FOR A MOBILE RESTAURANT FOR EARL WIESE dba  
SOURDOUGH WAGON**

**WHEREAS**, CMC 6.16.010 defines a mobile restaurant as any restaurant or other stand, vehicle or cart or other movable structure or other means, by which food is sold to the public upon public streets, sidewalks, alleys or other public rights-of-way, or upon private property not in a structure affixed to the land; and

**WHEREAS**, applicants for mobile restaurant licenses shall be denied a license unless the applicant demonstrates to the council that public convenience and necessity will thereby be enhanced without causing undue risk or harm to the public health or safety; and

**WHEREAS**, operators of a mobile restaurant in Cordova must abide by Cordova Municipal Code Chapter 6.16.050 which reads as follows:

- A. A mobile restaurant may not be stopped or positioned in a manner or location that will congest or impede the flow of traffic or otherwise interfere with the use of the streets or access-ways by the public.
- B. A mobile restaurant selling foods that are dispensed or wrapped in disposable containers or packages shall be equipped with a sufficient number of accessible receptacles for disposal of litter produced by sales, and the operator shall police all resulting litter from each area of operation.
- C. A mobile restaurant may not be operated from any location on a public street, alley or right-of-way for a period of time in excess of two hours, unless the operator acquires written permission from the city manager to operate for a longer designated period of time to provide service to the public.
- D. A mobile restaurant may not be operated in front of or immediately adjacent to an established business offering the same or similar commodities from a fixed location.
- E. The overall dimensions of a mobile restaurant shall not exceed a length of twenty-five feet, a width of up to but not exceeding eight feet, nor a height of eleven feet, and the mobile restaurant must be licensed and registered with the state. The gross weight of the mobile restaurant shall not exceed ten thousand pounds.

**WHEREAS**, Earl Wiese has made application to the Clerk to operate a mobile restaurant; and

**NOW, THEREFORE, BE IT RESOLVED** that the Council of the City of Cordova, Alaska, does hereby approve the application of Earl Wiese dba Sourdough Wagon for a license to operate a mobile restaurant in Cordova.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF MAY 2023**

\_\_\_\_\_  
David Allison, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk



To City of Cordova Council members

I am requesting a city of Cordova business license approval for this 2023 season that is upon us ! I have a spot to park and set up in the Main Street CTC lot - where I will get my city water - grey water drain - electricity from CEC - garbage from city ! This will be for the months of May - October , then for the winter months I would move it to my house where I hope to have it open as a B & B for Skiers- Hikers & snowmobilers . It will start with a full Breakfast Menu specializing Sourdough Hotcakes , lunch will be Burgers - Fish & Chips - Wraps - salads , with the idea of promoting local caught Seafood from the copper river & Prince William sound . The food truck is 24' ft long x 8'ft wide x 10.6 high , it is a commercial Mobil kitchen that is all stainless steel quality equipment it has a brand new fire suppression system installed and certified by Yukon fire , inside has a 36x36 inch grill with two burners and full oven - a steam table - two basket deep fryer ( royal ) - a warming bin - a ice bin for soda fountain- three - refrigerators - there compartment sink - hand wash sink - built in 5 gallon coffee pot w / hot water service . I am awaiting my ~~XXX~~ solar powered roof that will replace my gasoline powered generator system!

I think Cordova has plenty of potential for winter business in the line of things like - Winter White King Salmon tournaments - invite other communities to our beautiful ski hill such as Alyeska - Hill Top - Hatcher pass - Eagle Crest - Thompson Pass - and make like a Winter carnival with a different month than Iceworm and bring people to enjoy the great winter life we have here with the outdoors ! There's many different to create a economy that will help the people of this town able to have enough employment to be able to afford to live here , we have a town full of empty rooms and businesses in our winter months that we should be trying to fill .











**LOUNSBURY & ASSOCIATES, INC.**  
**SURVEYORS • ENGINEERS • PLANNERS**

723 W. 8th Avenue  
Anchorage, Alaska 99501  
Phone: (907) 272-5451 Fax: (907) 272-9065  
Alaska Toll Free: (800) 478-5451

JOB \_\_\_\_\_

SHEET NO. \_\_\_\_\_

OF \_\_\_\_\_

CALCULATED BY \_\_\_\_\_

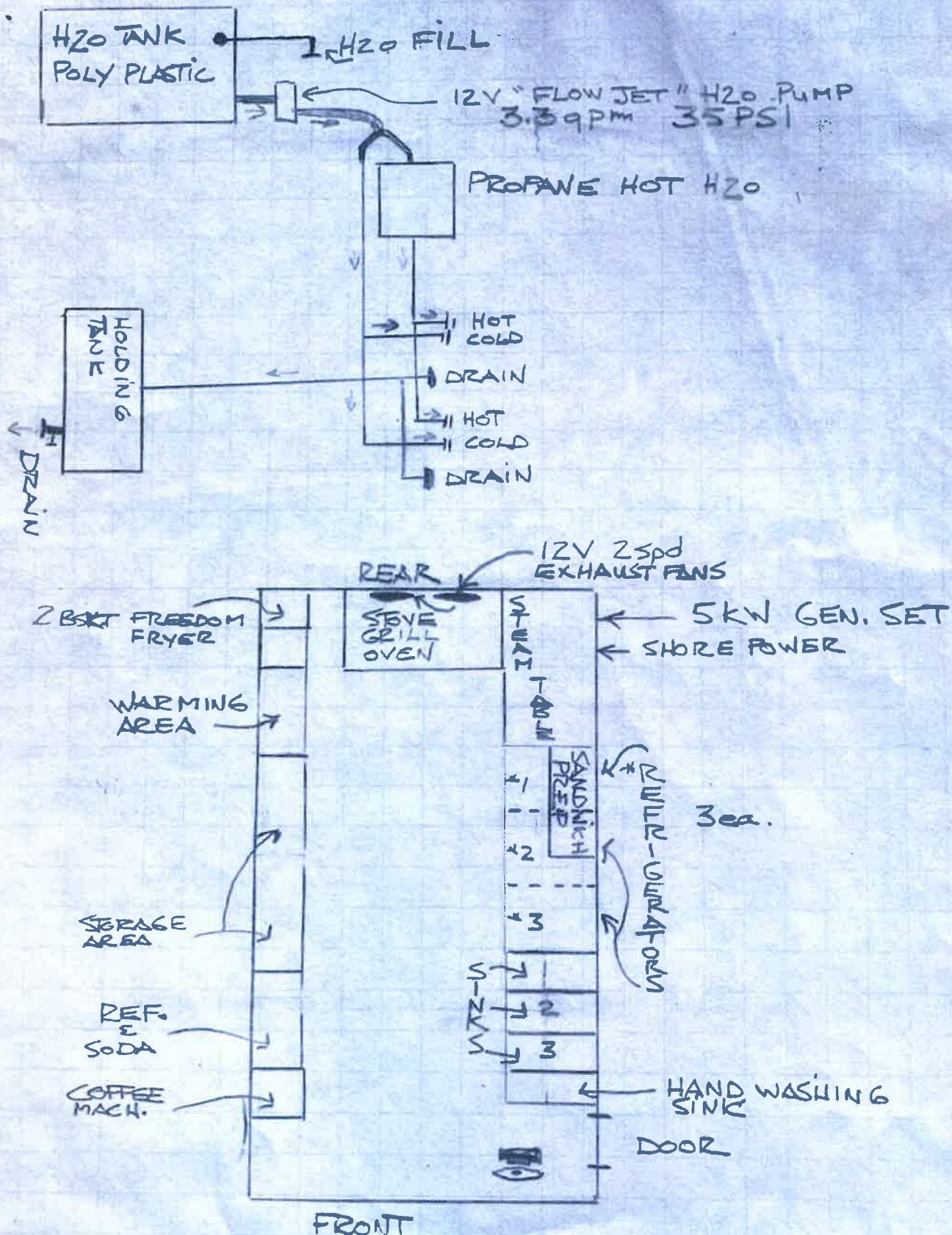
DATE \_\_\_\_\_

CHECKED BY \_\_\_\_\_

DATE \_\_\_\_\_

REF. F.B. \_\_\_\_\_

REF. DWG. \_\_\_\_\_



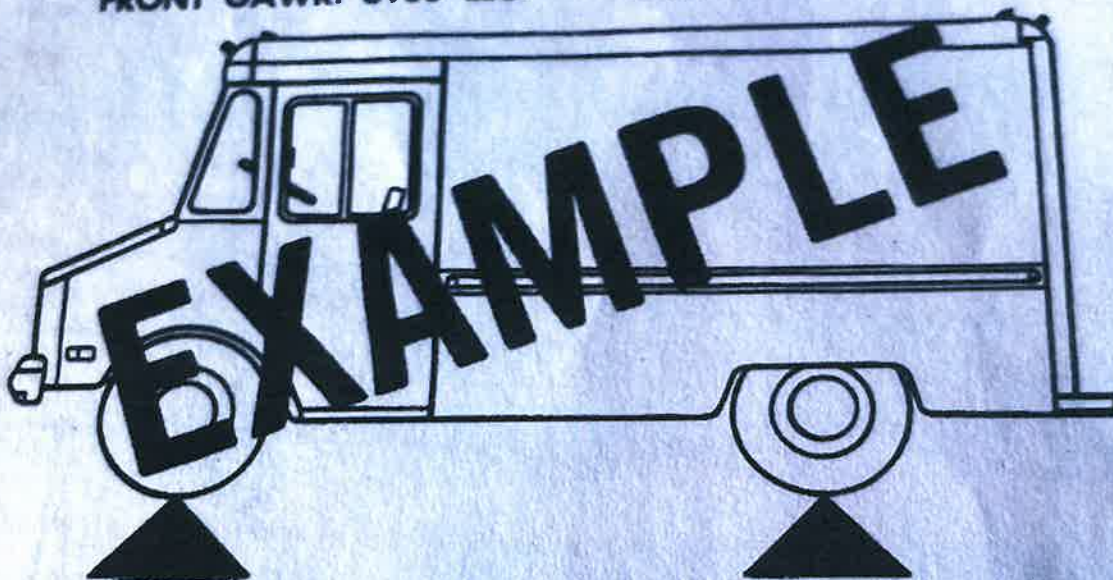


Gross Axle Weight Ratings (GAWRs). These ratings are shown on the Vehicle Certification Label located on the trailing edge of the driver's side door and on the rear edge of the driver's sliding door.

Overloading can result in loss of vehicle control and personal injury either by causing component failures or by affecting vehicle handling. It can also shorten the service life of your vehicle.

Your dealer can advise you of the proper loading conditions for your vehicle. The use of selected heavier suspension components for added durability purposes does not increase any of the weight ratings printed on the Vehicle Certification Label.

**LOADED—MAXIMUM GVWR: 6200 -LBS.**  
**FRONT GAWR: 3100 LBS.      REAR GAWR: 3580 LBS.**



\*Front Curb      2359 lbs.  
Front Cargo &  
Pass. Load      465 lbs.  
                    2824 lbs.

\*Rear Curb      1978 lbs.  
Rear Cargo &  
Pass. Load      1398 lbs.  
                    3376 lbs.

**TOTAL WEIGHT AT GROUND: 6200 lbs.**

\*Curb weight equals the weight of the vehicle without driver, passenger or cargo, but including fuel and coolant.

## Maximum Front And Rear Axle Weights

The weight of the cargo load must be properly distributed over both front and rear axles. The Certification Label shows the maximum weight that the front axle (front GAWR) can carry. It also shows the maximum weight that the rear axle (rear GAWR) can carry. The GVWR represents the maximum permissible loaded weight of the vehicle and takes into account the weight of the vehicle, passengers, cargo, and fuel.

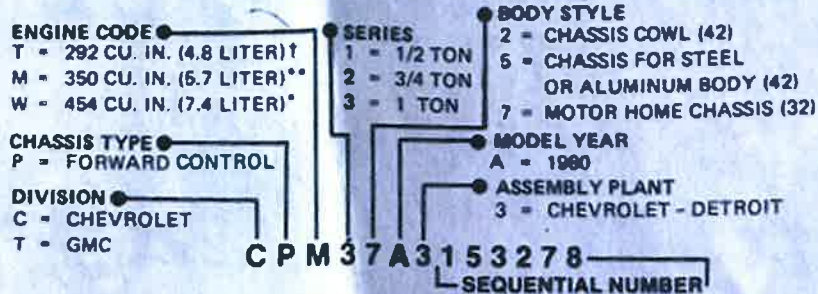


# SPECIFICATIONS

These specifications are given here for information only. Before using them, see the cautions and other instructions throughout this manual. For further information, see the service manual covering the chassis or body parts in question. Your authorized dealer may also be able to help.

## IDENTIFICATION NUMBERS

### VEHICLE IDENTIFICATION NUMBER (VIN)



\* ENGINE MANUFACTURED IN GM PLANT OPERATED BY CHEVROLET

\*\* ENGINE MANUFACTURED IN GM PLANT OPERATED BY CHEVROLET OR GM OF CANADA

† ENGINE MANUFACTURED IN GM PLANT OPERATED BY GM OF MEXICO

This is the legal identifier for your vehicle. It appears stamped on a combination vehicle identification number and rating plate located on the dash and toe panel. The VIN also appears on the certificates of Title and Registration.

### SERVICE PARTS IDENTIFICATION PLATE

The Service Parts Identification Plate is located on an inner body panel. The plate lists the V.I.N. (vehicle identification number), wheelbase, paint information and all Production options or Special Equipment on the vehicle when it was shipped from the factory. ALWAYS REFER TO THIS INFORMATION WHEN ORDERING PARTS.

### SERVICE PARTS IDENTIFICATION

V.I.N.  W/BASE  SE

V.I.N. — VEHICLE IDENTIFICATION NUMBER

**NOTE:** THE SPECIAL EQUIPMENT LISTED BELOW HAS BEEN INSTALLED ON THIS VEHICLE. FOR PROPER IDENTIFICATION OF REPLACEMENT PARTS BE SURE TO SPECIFY THE APPLICABLE OPTION NUMBERS.

OPTION NO.	DESCRIPTION	OPTION NO.	DESCRIPTION

**IMPORTANT: RETAIN THIS PLATE AS A PERMANENT RECORD**

## **NEW DOUBLE SYSTEM (12 VOLT) DIAGRAM SPEC**

- 1. 120V City line plug-in**
- 2. Refrigerator and cold sandwich box compressor**
- 3. 15A circuit breakers**
- 4. Duplex outlet**
- 5. 40A chargers 15V input, 12V output**
- 6. 2 series 6V Golfcart batteries**
- 7. 3 and 2 flourescent lights inside**
- 8. 2 outside lights**
- 9. Exhaust fan (2 speed)**
- 10. 15A fuses**
- 11. Plug-in charging cords**
- 12. Refrigerator pressure switch**
- 13. 2 - large 40A fuses**
- 14. High and low exhaust fan switch**
- 15. Refrigerator mini fan and switch with red light**
- 16. Cold sandwich box mini fan and switch with red ligh**
- 17. Ignition key**
- 18. Engine compressor for overroad refrigeration**
- 19. Refrigerator exaporting fan**
- 20. Cold sandwich box evaporting fan**
- 21. Cold sandwich box and refrigerator overroad off an**
- 22. Door Buzzer**
- 23. Service Door Buzzer switches**
- 24. 20A fuses**

## Chapter 6.16 - FOOD HANDLING ESTABLISHMENTS

### Sections:

#### **6.16.010 - Definitions.**

For the purposes of this chapter, the following terms shall be defined as follows:

- A. "Food" means any matter, including milk, intoxicating liquors, and other liquids, commonly consumed by persons.
- B. "Food handler" means and includes any person employed or working in any food handling establishment.
- C. "Food handling establishment" means any restaurant, itinerant restaurant, mobile restaurant, bar, market, store, confectionery, bottling works, bakery or dairy as defined in this section.
- D. "Itinerant restaurant" includes any restaurant operating for a temporary period in connection with a fair, carnival, circus, public exhibition or other similar gathering.
- E. "Mobile restaurant" includes any restaurant or other stand, vehicle, cart or other movable structure or other means, by which food is sold to the public upon public streets, sidewalks, alleys or other public ways or rights-of-way, or upon private property not in a structure affixed to the land.

(Prior code § 6.301, as amended during 1979 codification).

#### **6.16.020 - License—Mobile restaurants to show necessity.**

Applicants for mobile restaurant licenses shall be denied a license unless the applicant demonstrates to the council that public convenience and necessity will thereby be enhanced without causing undue risk or harm to the public health or safety. The council may restrict the license to areas within the city in which the applicant presents sufficient evidence of convenience and necessity. Upon request for appearance, the council shall schedule a prompt hearing and permit the applicant reasonable time to present evidence.

(Prior code § 6.304, as amended during 1979 codification).

#### **6.16.030 - License—Showing of other required licenses.**

A food handling establishment shall have and show to the satisfaction of the city clerk that such establishment has the applicable state, borough and city licenses required for the use and occupancy of the premises or to operate the business involved before the city clerk may issue the annual license.

(Prior code § 6.306, as amended during 1979 codification).

#### **6.16.040 - License—Revocation.**

A food handling license once issued is subject to suspension or revocation if the licensee fails to maintain all state, borough and city licenses and to meet all state, borough and city health requirements, and comply with all city and state laws, ordinances and regulations.

(Prior code § 6.308, as amended during 1979 codification).

#### **6.16.050 - Operation of mobile restaurant.**

A. A mobile restaurant may not be stopped or positioned in a manner or location that will congest or impede the flow of traffic or otherwise interfere with the use of the streets or access-ways by the public.

B. A mobile restaurant selling foods that are dispensed or wrapped in disposable containers or packages shall be equipped with a sufficient number of accessible receptacles for disposal of litter produced by sales, and the operator shall police all resulting litter from each area of operation.

C. A mobile restaurant may not be operated from any location on a public street, alley or right-of-way for a period of time in excess of two hours, unless the operator acquires written permission from the city manager to operate for a longer designated period of time to provide service to the public.

D. A mobile restaurant may not be operated in front of or immediately adjacent to an established business offering the same or similar commodities from a fixed location.

E. The overall dimensions of a mobile restaurant shall not exceed a length of twenty-five feet, a width of up to but not exceeding eight feet, nor a height of eleven feet, and the mobile restaurant must be licensed and registered with the state. The gross weight of the mobile restaurant shall not exceed ten thousand pounds.

(Prior code § 6.305, as amended during 1979 codification).





## AGENDA ITEM 8

**City Council Meeting Date: 5/17/2023**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Duncan Chisholm, Director Parks & Recreation  
**DATE:** 05/9/2023  
**ITEM:** Support of the Cordova Covered Spaces Project application for a Transportation Alternatives Program application to the Alaska Department of Transportation for funds to restore public access to the Hartney Bay Recreation Site.  
**NEXT STEP:** Council approval of Resolution 05-23-19 supporting the Cordova Covered Spaces Project

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\_\_\_ ORDINANCE  
\_\_\_ MOTION

\_\_X\_\_ RESOLUTION  
\_\_\_ INFORMATION

---

**I. REQUEST OR ISSUE:** The Cordova Covered Spaces Project is applying for State of Alaska Department of Transportation, Transportation Alternative Program (TAP) funding to develop a site the Hartney Bay Recreation Area in order to develop a covered space as part of a wider project.

**II. RECOMMENDED ACTION / NEXT STEP:** Council suggested motion:  
*“to approve resolution 05-23-19, a resolution of the council of the City of Cordova, Alaska, stating support for the Transportation Alternatives Program application to the Alaska Department of Transportation for funds to restore public access to the Hartney Bay Recreation Site”.*

**III. FISCAL IMPACTS:** There are no City funds being requested for this project. Any match funding required by will be met by the Cordova Covered Spaces Project.

**IV. BACKGROUND INFORMATION:** The Cordova Covered Spaces Project is an initiative by a group of local citizens to develop several covered spaces within Cordova for public use. Likely uses include art classes, wildlife viewing, picnics, and general recreation use. The Cordova Historical Society, a 501c3 non-profit corporation, is the fiscal sponsor for the project. The mission of the project is to create a trail of covered spaces from Hartney Bay to Orca Bay.

The project has received letters of support from the following organizations:

- USDA Forest Service Cordova Ranger District
- City of Cordova Parks & Recreation Commission

- The Cordova Chamber of Commerce
- Cordova Family Resource Center
- Native Village of Eyak
- The Copper River Watershed Project
- Pioneers of Alaska Women's Igloo #5

The Hartney Bay Recreation Site is the first space to be identified as suitable for a covered space. The Hartney Bay Recreation Site includes lands owned by the Eyak Native Corporation and managed by the Eyak Native Corporation and U.S. Forest Service for a variety of outdoor recreation opportunities including access to Federal and State public lands.

The Transportation Alternatives Program provides funding for a variety of generally smaller-scale transportation projects such as pedestrian and bicycle facilities; construction of turnouts, overlooks, and viewing areas; community improvements such as historic preservation and vegetation management; environmental mitigation related to stormwater and habitat connectivity; recreational trails; safe routes to school projects; and vulnerable road user safety assessments.

The project scope is to:

*Improve existing access roads, parking lots and paths at the existing Hartney Bay Recreation Site located in Cordova, Alaska. Improvements include widening shoulders on Whitshed Road to create a paved pedestrian route to access the Heney Ridge Trailhead, pedestrian signage, and striping.*

The total project cost for the Hartney Bay Recreation Site project is \$1,345,000. If successful, the project would secure \$1,223,547 via the TAP funding and have a potential match funding requirement of \$121,454.

The Cordova Covered Spaces contributes to the Quality-of-Life section of the Cordova Comprehensive Plan 2019 particularly:

*Goal A: Enhance and preserve Cordova's indoor and outdoor recreation opportunities.*

*Strategy 1: Expand and improve Cordova's indoor and outdoor recreation opportunities.*

The project also integrates into the following City of Cordova plans with are underdevelopment:

- The Cordova Comprehensive Trails Plan
- The Cordova Parks & Recreation Master Plan

**V. SUMMARY AND ALTERNATIVES:** Council can decline supporting the project.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 05-23-19**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA  
STATING SUPPORT FOR A TRANSPORTATION ALTERNATIVES PROGRAM  
APPLICATION TO THE ALASKA DEPARTMENT OF TRANSPORTATION FOR  
FUNDS TO RESTORE PUBLIC ACCESS TO THE HARTNEY BAY RECREATION SITE**

**WHEREAS**, the Hartney Bay Recreation Site provides the only developed outdoor recreational location at Hartney Bay for citizens and tourists; and

**WHEREAS**, the Hartney Bay Recreation Site includes lands owned by the Eyak Native Corporation and managed by the Eyak Native Corporation and U.S. Forest Service for a variety of outdoor recreation opportunities including access to Federal and State public lands; and

**WHEREAS**, the Cordova Covered Spaces Project is dedicated to the development of outdoor recreation opportunities enhancing both the local economy and quality of life for local residents; and

**WHEREAS**, no City funds are requested for this project and the Cordova Covered Spaces Project will provide any matching funds required by the State of Alaska Transportation Alternatives Program,

**NOW, THEREFORE, BE IT RESOLVED THAT** the Council of the City of Cordova, Alaska supports an application for site restoration funding by the Cordova Covered Spaces Project to the State of Alaska Transportation Alternatives Program for funds to complete this site restoration work.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF MAY 2023.**

\_\_\_\_\_  
David Allison, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk





## AGENDA ITEM 9

**City Council Meeting Date: 05/17/2023**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 05/10/2023  
**ITEM:** Certification of the 2023 Property Assessment Roll  
**NEXT STEP:** Majority voice vote

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☐ ORDINANCE  
☒ MOTION

☐ RESOLUTION  
☐ INFORMATION

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**I. REQUEST OR ISSUE:** Certification of the 2023 Property Assessment Roll.

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

*I move to certify the 2023 Property Assessment Roll as presented by the City Clerk's Office.*

**III. FISCAL IMPACTS:** Certification of the roll is the next step toward collection of 2023 property taxes. The certification of the roll gives the full taxable value of the City. A mill rate will later be set which when multiplied by the assessed value determines property tax amounts which get billed to the individual property owners. Bills go in the mail per City Code by July 1, 2023 and the collection is in halves, the first half due on or before August 31, 2023 and the second half due on or before October 31, 2023.

**IV. BACKGROUND INFORMATION:** Contract Assessor, Appraisal Company of Alaska conducted a customary review of Cordova's properties in the winter of 2022 to arrive at new values for the 2023 assessment roll. All properties are assessed at their values as of January 1 of the assessment year using the new software system MARS which has helped to streamline the assessment process.

**Notable in 2023:**

- a. Commercial and Residential land values received an approximately 10% across the board increase
- b. Residential improvements received an approximately 20% increase
- c. Approximately \$3 million increase in total taxable attributable to new construction including the completion of improvements on properties that had already been under construction
- d. Oil and gas property increased by \$702,200
- e. PWSSC's new building contributed \$8,643,000 to the increase in Non-Profit exemptions

Assessment notices were mailed to all property owners on March 8, 2023. During the 30-day appeal period, the Deputy Clerk received 96 appeals which were handled by Appraisal Company of Alaska, the City's contracted Assessor. The Board of Equalization Hearing was held on April 17, 2023, at which time, the Board heard 11 appeals which had not been resolved between the appellant and assessor. Adjusted Assessment notices were sent to all appellants whose property values changed as a result of the appeal and BOE process, on April 19, 2023.

**V. LEGAL ISSUES:** The pertinent references to the Cordova Municipal Code are as follows:

**5.36.190 - Appeal—Entry of changes by assessor.**

Except as to supplementary assessments, the assessor shall enter the changes so certified upon his records, and certify the final assessment roll by June 1st.

*(Ord. 777 (part), 1996: prior code § 13.121, as amended during 1979 codification).*

**5.36.230 - Delivery of statement to council.**

When the final assessment records have been completed by the assessor as provided in this chapter, the assessor shall deliver to the council on or before June 1st of each year a statement of the total assessed valuation of all real property within the city.

*(Ord. 777 (part), 1996: prior code § 13.125, as amended during 1979 codification).*

**5.36.240 - Amount set by resolution.**

The council shall thereupon by resolution annually before June 15th fix a rate of tax levy and designate the number of mills upon each dollar of value of assessed taxable real property that shall be levied.

*(Ord. 777 (part), 1996: prior code § 13.126, as amended during 1979 codification).*

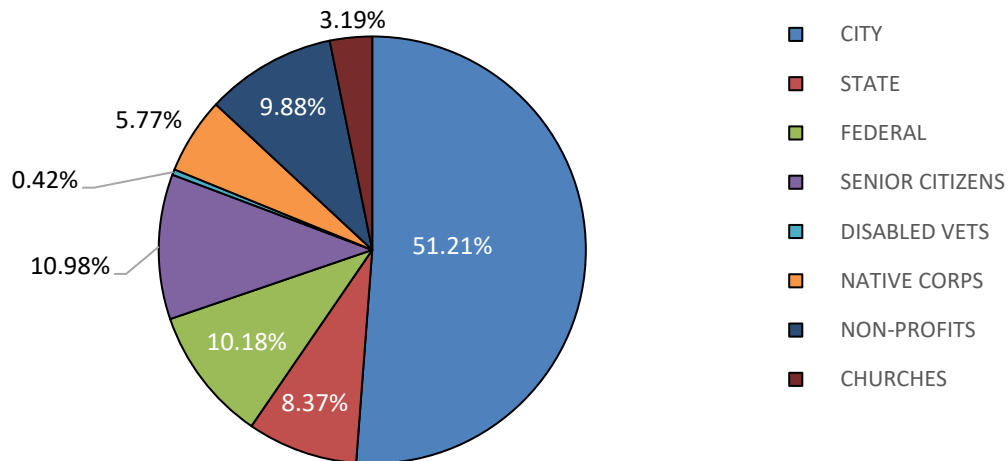
**VI. SUMMARY AND ALTERNATIVES:** Council should pass a motion to certify the roll unless there is reason to believe there was a breach in procedure or error in calculations by either by the Contract Assessor or the City Clerk's Office.

Approval of the consent calendar constitutes approval of a motion to certify the roll.

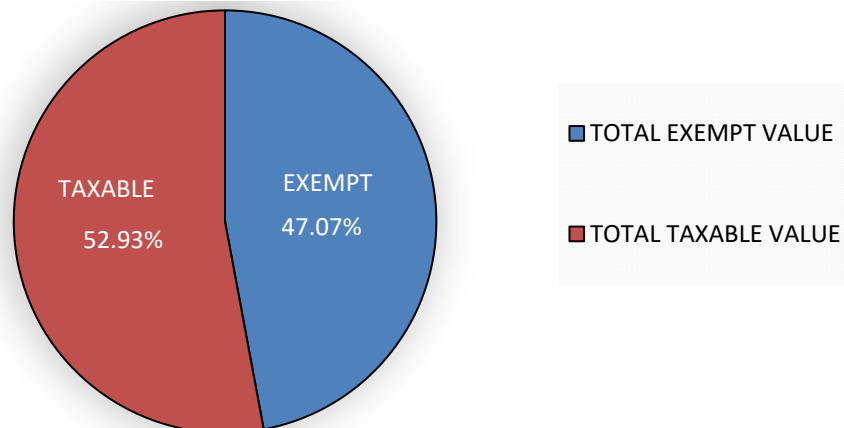
### THREE YEAR COMPARISON OF EXEMPT VALUE TO TAXABLE VALUE

	2023		2022	%	2021	%
<b>TOTAL LAND</b>	\$106,831,300		\$93,665,600		\$92,819,900	
<b>TOTAL IMPROVEMENTS</b>	\$421,222,100		\$375,227,610		\$363,988,380	
<b>TOTAL REAL PROPERTY VALUE</b>	\$528,053,400	100%	\$468,893,210	100%	\$456,808,280	100%
<b>TOTAL EXEMPT VALUE</b>	\$248,555,024	47.07%	\$226,178,275	48.24%	\$217,999,275	47.72%
<b>TOTAL TAXABLE VALUE</b>	\$279,498,376	52.93%	\$242,714,935	51.76%	\$238,809,005	52.28%
<b>EXEMPTION BY TYPE:</b>						
<b>CITY</b>	\$127,288,365	51.21%	\$126,185,000	55.79%	\$126,155,100	57.87%
<b>STATE</b>	\$20,793,595	8.37%	\$16,868,200	7.46%	\$17,047,100	7.82%
<b>FEDERAL</b>	\$25,303,900	10.18%	\$23,269,800	10.29%	\$23,369,900	10.72%
<b>SENIOR CITIZENS</b>	\$27,290,564	10.98%	\$25,006,375	11.06%	\$22,552,675	10.35%
<b>DISABLED VETS</b>	\$1,050,000	0.42%				
<b>NATIVE CORPS</b>	\$14,339,900	5.77%	\$12,732,400	5.63%	\$12,935,400	5.93%
<b>NON-PROFITS</b>	\$24,555,900	9.88%	\$14,506,100	6.41%	\$8,328,700	3.82%
<b>CHURCHES</b>	\$7,932,800	3.19%	\$7,610,400	3.36%	\$7,610,400	3.49%
<b>TOTAL EXEMPT VALUE</b>	\$248,555,024	100%	\$226,178,275	100%	\$217,999,275	100%

### 2023 EXEMPTION TYPES



### 2023 TAXABLE VS EXEMPT



**CITY OF CORDOVA**  
**TEN YEARS CORDOVA PROPERTY VALUES COMPARISON**

TAX YEAR	PROP TAX BILLED	MILL RATE	TAXABLE VALUE	EXEMPTED VALUE	TOTAL VALUE
2013	\$1,587,405	9.43 & 8.43	\$172,107,590	\$190,893,600	\$363,001,190
2014	\$2,129,122	12.07 & 11.07	\$179,527,870	\$200,270,200	\$379,798,070
2015	\$2,155,026	11.53	\$186,905,960	\$205,166,480	\$392,072,440
2016	\$2,234,841	11.05	\$202,118,470	\$205,663,800	\$407,782,270
2017	\$2,533,433	12.35	\$205,136,290	\$203,768,000	\$408,904,290
2018	\$2,533,554	11.81	\$214,526,160	\$206,410,900	\$420,937,060
2019	\$2,640,957	11.81	\$223,620,381	\$216,689,879	\$440,310,260
2020	\$2,642,762	11.08	\$238,516,445	\$216,739,775	\$455,256,220
2021	\$2,646,003	11.06	\$238,809,005	\$217,999,275	\$456,808,280
2022	\$2,800,930	11.54	\$242,714,935	\$226,178,275	\$468,893,210
2023	approved 2023 bdgt \$2.8M	to be set by 6/15/23	\$279,498,376	\$248,555,024	\$528,053,400

taxes billed		taxable value		total value	
value increase from previous year	% increase from previous year	value increase from previous year	% increase from previous year	value increase from previous year	% increase from previous year
\$541,717	34.13%	\$7,420,280	4.31%	\$16,796,880	4.63%
\$25,904	1.22%	\$7,378,090	4.11%	\$12,274,370	3.23%
\$79,815	3.70%	\$15,212,510	8.14%	\$15,709,830	4.01%
\$298,592	13.36%	\$3,017,820	1.49%	\$1,122,020	0.28%
\$121	0.00%	\$9,389,870	4.58%	\$12,032,770	2.94%
\$107,403	4.24%	\$9,094,221	4.24%	\$19,373,200	4.60%
\$1,805	0.07%	\$14,896,064	6.66%	\$14,945,960	3.39%
\$3,241	0.12%	\$292,560	0.12%	\$1,552,060	0.34%
\$154,927	5.86%	\$3,905,930	1.64%	\$12,084,930	2.65%
		\$36,783,441	15.15%	\$59,160,190	12.62%



## South Harbor Rebuild Project 5/8/23

Continuing with finalizing 65% design elements: awaiting final decision on electrical metering options on the float pedestals.

Long-lead items purchased and most all dock timbers cut and being assembled in Anacortes, WA.

All environmental permitting has been submitted for review:

- 1) Endangered Species Act (ESA) Biological Assessment (BA) final edits provided to National Marine Fisheries Service (NMFS): 4/18/2023
- 2) Marine Mammal Protection Act (MMPA) Incidental Harassment Authorization (IHA) final edits provided to NMFS: 4/18/2023
- 3) MMPA IHA final edits provided to U.S. Fish and Wildlife Service: 4/27/2023
- 4) Essential Fish Habitat (EFH) accepted by NFMS (process complete): 3/31/2023
- 5) National Environmental Policy Act (NEPA) Environmental Assessment (EA) draft accepted by MARAD: 3/16/2023 (waiting on NMFS's ESA consultation letter to finalize document)
- 6) Clean Water Act (CWA) Section 404/Rivers and Harbors Section 10 Permit submitted to the U.S. Army Corps of Engineers (USACE): 4/18/2023
- 7) CWA Section 401 Permit submitted to Alaska Department of Environmental Conservation (ADEC): 4/18/2023

Continuing with vessel relocation plan, notifications, and north harbor prioritization: Will notify vessel owners if they will receive a North Harbor berth tentatively by mid-June.

Submitted grant request for \$2M and a House Appropriation of \$4M. Should know results in late summer.

MARAD representatives are schedule to visit Cordova on May 25-26 to discuss this and other federally funded projects.

Preparing to receive final RAISE Grant contract in the coming weeks.

###

## Student Council Report for May 17, 2023 City Council Meeting Date

The 2022-23 school year is coming to a close! Student Council is looking forward to seeing our two senior members, Grace Collins and Jacob Ranney graduate on Saturday, May 13. Our end of the year lock in was really fun. We had 8 students come out and share a meal, watch movies and stay up late to celebrate our busy school year and everything we accomplished.

Our Cordova Cleanup Day was successful. It didn't rain and it came at the conclusion of a sunny week so lots of snow ended up melting. We will be organizing a quarterly cleanup day and have compiled an email list of over 35 families interested in helping clean our streets on July 22, October 21, and maybe January 20. We're hoping that we get an active group of citizens to join with our student council students to keep Cordova clean.

We haven't quite started planning events for the 2023-24 school year but are excited to think of a whole new group of 7th grade students who have been very active with the Mt.Eccles Elementary School Student Council. If the City Council can think of any initiatives or programs you think we should be involved in please let us know so we can add it to our program of work document. Thank you and have a great summer!

Mhikee Gasmen, Cordova High School Student Council Rep to City Council  
Sara Hottinger, Staff Advisor to Cordova High School Student Council

## **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](mailto: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](mailto: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.

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## A memo from Susan Bourgeois, CMC, City Clerk

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DATE: May 3, 2023

TO: Mayor and City Council, public

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

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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 September 7, 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 June 2, 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. 7<sup>th</sup> Ave., Suite 900C  
Anchorage, AK 99501-3577

**ADL 234012**  
**Aquatic Farmsite Lease**  
**Anya Honkola dba Bluff Point**  
**Port Etches, Hinchinbrook Island (USGS Quad Map Cordova B-7 and B-8)**

**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 Anya Honkola dba Bluff Point for 48.99 acres, more or less, of state-owned tide and submerged lands for the operation of an aquatic farmsite for the purpose for the installation of a suspended growline culture system for the commercial growth and harvest of 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 NW1/4 and SE1/4 of Section 9, the SW1/4 of Section 10, the NW1/4 of Section 15, and the NE1/4 of Section 16, Township 18 South, Range 8 West, Copper River Meridian, within Port Etches, on the southwest side of Hinchinbrook Island, approximately 33.4 miles southwest 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](mailto: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 June 2, 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 16**  
**City Council Meeting Date: 5/17/2023**  
**City Council Communication Form**

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**FROM:** Susan Bourgeois, CMC, City Clerk  
**DATE:** 05/03/2023  
**ITEM:** Ordinance 1205  
**ACTION:** Amending CMC 14.24 City cemeteries

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☒ Ordinance  
☐ Resolution

☐ Motion  
☐ Information

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**I. REQUEST OR ISSUE:** Ordinance removing the requirement for a rough box for burials at City cemeteries.

**II. RECOMMENDED ACTION:** adoption of Ordinance 1205

**III. FISCAL IMPACTS:** City will save money – currently CCMC is charging us more for rough boxes than we are collecting from permittees who purchase plots and bury family members in the City cemetery.

**IV. BACKGROUND INFORMATION:** CCMC employees have been wanting to get out of the “rough box” business for a while. Public Works and City Clerk staff agree with eliminating the requirement. Research has proven that there are no state or federal laws to mandate rough boxes. Families will be made aware of the change in City procedures, if this ordinance gets adopted. Individuals may choose to use a rough box; however, the City will not provide rough boxes any longer.

**V. LEGAL ISSUES:** City Attorney has assisted so no legal concerns with the format and content of the ordinance.

**VI. SUMMARY AND ALTERNATIVES:** Council could vote to adopt the ordinance, amend the ordinance or defeat the ordinance.

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1205**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA, AMENDING  
SECTION 14.24.020 BY DELETING THE DEFINITION OF VAULT OR ROUGH BOX AND  
AMENDING 14.24.080 C BY ELIMINATING THE REQUIREMENT OF A VAULT OR ROUGH  
BOX, REMOVING REFERENCE TO VAULT OR ROUGH BOX, AND RENUMBERING THE  
BURIAL REQUIREMENTS ACCORDINGLY**

**WHEREAS**, the City of Cordova maintains four cemeteries in the City; and

**WHEREAS**, the City is only using the Cordova Cemetery on the Copper River Highway presently for burying the deceased; and

**WHEREAS**, when other cemeteries were still in use the records of the locations of very old burials were not always accurate, which, when coupled with the deterioration of wooden grave decorations, caused occasional uncertainty regarding burial locations; and

**WHEREAS**, prior to the sole use of the Cordova Cemetery, the City began requiring use of rough boxes as a solution to ensure that equipment did not inadvertently strike caskets while digging new graves for burials; and

**WHEREAS**, to facilitate the rough box requirement, the Cordova Community Medical Center ("CCMC") staff began constructing and storing rough boxes for use by the City at the Cemetery; and

**WHEREAS**, over time, the construction and storage of rough boxes has become logistically and financially burdensome for CCMC; and

**WHEREAS**, modern innovations have resulted in greatly improved recordkeeping and grave marking practices, which have substantially diminished the current chance of inadvertently hitting a casket while digging a grave;

**NOW, THEREFORE**, it is ordained as follows:

**Section 1.** Cordova Municipal Code Sections 14.24.020 Definitions, and 14.24.080 Burial Work are hereby amended to read as follows:

**14.24.020 Definitions.**

In this chapter:

"Burial" means the permanent disposition of the remains of deceased person by interment in an earth grave.

"Burial permit" means a permit from the city allowing a burial in a burial site.

"Burial preparation" means the excavation, backfill and removal of excess material from a burial site.

"Burial site" means a plot of land in a city cemetery that is six feet wide by twelve feet long, designated for burial purposes.

"City cemetery" means any of the cemeteries described in Section 14.24.030.

"Disinterment" means the legal removal of a deceased person's remains from a grave.

~~Deleted language is stricken through~~ and **added language is bold and underlined**

"Grave" means an excavation not exceeding three feet wide by seven feet long within the boundaries of a burial site for a burial.

~~"Vault" or "rough box" is a commercial vault purchased from a funeral home or a plywood box purchased from the community hospital that is used to protect a casket from damage during burial preparation on an adjacent burial site.~~

(Ord. No. 1108, § 3, 3-20-2013)

#### **14.24.030 Designation of city cemeteries.**

There are four city cemeteries, described as follows:

- A. The Cordova Cemetery is located along the Copper River Highway, within U.S. Survey 1765, and Copper River and Northwestern Railway Terminal Ground B.
- B. The Lakeview Cemetery is located along Power Creek Road within U.S. Survey 1268.
- C. The Odiak Cemetery is located within U.S. Survey 2981, Block 10, Lot 7.
- D. The Old Eyak Cemetery is located within U.S. Survey 3345, Block 2.

(Ord. No. 1108, § 3, 3-20-2013)

#### **14.24.040 Ownership and regulation of city cemeteries.**

- A. The cemeteries designated in Section 14.24.030 are owned by the city and all burial sites within them shall remain in the ownership and authority of the city.
- B. All land within each city cemetery shall be subject to the provisions of this chapter, and regulations adopted under this chapter.
- C. The city council may, by resolution, establish fees, deposits and charges for the use of the city cemeteries.

(Ord. No. 1108, § 3, 3-20-2013)

#### **14.24.050 Operation and maintenance of city cemeteries.**

- A. The city manager shall administer the operation and maintenance of the city cemeteries.
- B. The city manager shall cause each city cemetery to be surveyed, and a map of each cemetery, showing the burial sites in the cemetery, to be prepared. The city clerk shall maintain the map of each city cemetery.
- C. The city clerk shall maintain records of burial permits, and the identity and location of burial of all persons buried in the city cemeteries.
- D. The city at any time may enlarge, reduce, replat or change the boundaries of a city cemetery; establish or modify roads, walks, drainage and other facilities in a city cemetery; and enter upon any burial site for the purpose of operating, maintaining, landscaping, repairing or improving a city cemetery.
- E. The city will maintain the city cemeteries, including maintenance of their common facilities such as roads, walks, fences, drainage and landscaping; lawn mowing; and trash removal. The city shall not be responsible for maintaining grave markers or decorations, or landscaping placed on a burial site by the users of that site. The city reserves the right to remove any tree, shrub, plant, fencing or other structure or memorial located on any burial site which becomes dangerous or detrimental to the operations of the cemetery or interferes with or encroaches upon adjacent burial sites.

(Ord. No. 1108, § 3, 3-20-2013)

#### **14.24.060 Permitted burials.**

- A. Only human remains may be buried in a city cemetery.

~~Deleted language is stricken through and~~ **added language is bold and underlined**



- B. No remains may be buried in a city cemetery until the city clerk has issued a burial permit for the burial. An application for a burial permit shall be in a form approved by the city manager, shall identify the person to whom the permit is issued, identify the person whose remains are to be buried, and designate the burial site for the burial. The application shall be accompanied by the required burial fee and a copy of the state permit for the burial.

(Ord. No. 1108, § 3, 3-20-2013)

#### **14.24.070 Burial sites.**

Burial sites cannot be reserved. The city shall designate the burial site for a burial when the burial permit is issued. In selecting a burial site, the city will consider the preference of the permittee under the burial permit but retains discretion to select the burial site.

(Ord. No. 1108, § 3, 3-20-2013)

#### **14.24.080 Burial work.**

- A. The permittee under a burial permit shall be responsible for all burial work at the burial site, including without limitation burial preparation, burial, disinterment, site cleanup, and any related work. The city manager shall require a deposit, in an amount to be established by resolution, to assure satisfactory completion of the permittee's work. The deposit shall be refunded upon satisfactory completion of the permittee's work.
- B. Under a written agreement in a form approved by the city manager, the permittee under a burial permit may contract with the city to perform burial preparation at the burial site, subject to the availability of city equipment and personnel for this purpose. The permittee shall pay the city its actual costs for labor, equipment and materials required to perform the burial preparation. Before the city performs the work, the burial permittee may be required to post a deposit equal to the city's estimate of the cost of the burial preparation work. The city will determine the actual cost of burial preparation after the construction is completed. If the amount of the deposit exceeds the actual cost, the city shall refund the excess to the permittee. If the actual cost exceeds the amount of the deposit, the permittee shall pay the excess to the city.
- C. Burials shall conform to the following requirements:
1. All burial work shall be confined within the burial site.
  - ~~2. A casket shall be placed in a vault or rough box and centered between the side boundaries of the burial site.~~
  2. ~~3.~~ The burial excavation shall be to a depth that provides a minimum of forty-two inches between the ground surface of the burial site and the top of the casket ~~vault or rough box.~~
  3. ~~4.~~ Excavated material shall not be placed upon another burial site.
  4. ~~5.~~ Backfill for the excavation shall consist of D-1 gravel.

(Ord. No. 1108, § 3, 3-20-2013)

#### **14.24.090 Grave markers and decorations.**

- A. The city shall identify each grave in the Copper River Highway Cemetery and the Lakeview Cemetery by placing a half-inch rebar with an aluminum or plastic surveyor's cap stamped with a number in the ground of the burial site.
- B. All other grave markers or decorations shall be provided by the burial permittee and shall conform to the following requirements, provided that the city manager may give written permission for a variation from the requirements of this section upon finding that the strict enforcement of the requirements of this section would cause undue hardship, and the requested variation will not harm the interest of any other burial site user or the public.

~~Deleted language is stricken through and~~ added language is bold and underlined

1. A concrete slab with dimensions not exceeding three feet by seven feet, reinforced with wire and rebar, may be placed over a burial site. No topsoil will be allowed under the slab. Subsoil beneath the slab shall consist of well-compacted and well-drained materials (i.e., sand or one-inch-minus gravel).
2. Fences, rock outlines or other grave site containment structures may not extend beyond the length or width allowed for a concrete slab under this subsection.
3. Grave site markers or memorials may not extend beyond the length or width of the grave nor exceed seven feet in height.

(Ord. No. 1108, § 3, 3-20-2013)

**14.24.100 Prohibited acts.**

- A. Except as authorized by the city manager for the operation and maintenance of the cemetery or the preparation of a burial site for a burial, no person may operate a motor vehicle in a cemetery except on roads designated for such operation, and for the purpose of visiting a grave or attending a burial.
- B. No person may willfully remove, damage or destroy any markers, monuments or property in a city cemetery.
- C. No person may remove a grave identifier installed by the city.
- D. No person may bury remains in a city cemetery, or perform other work on a burial site, except in accordance with the requirements of this chapter and any rule, order or regulation issued thereunder, and any permit required therefor under this chapter.
- E. No person may disinter remains in a city cemetery without an order for exhumation.

(Ord. No. 1108, § 3, 3-20-2013)

**14.24.110 Liability of the city.**

In performing maintenance in city cemeteries, the city will take reasonable precautions to protect grave markers and burial sites from loss or damage, but beyond taking such reasonable precautions the city shall not be responsible for loss or damage to grave markers or burial sites regardless of cause.

(Ord. No. 1108, § 3, 3-20-2013)

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

1st reading: May 17, 2023

2nd reading and public hearing: \_\_\_\_\_, 2023

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
David Allison, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

~~Deleted language is stricken through~~ and **added language is bold and underlined**



**AGENDA ITEM # 17**  
**City Council Meeting Date: 5/17/2023**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Samantha Greenwood, Public Works Director

**DATE:** 5/8/23

**ITEM:** Ordinance 1206 amendments to refuse code 14.20 – First Reading

**NEXT STEP:** Review Ordinance for Approval

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☒ ORDINANCE  
☐ RESOLUTION

☐ INFORMATION  
☐ MOTION

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**I. REQUEST OR ISSUE:** The City of Cordova provides trash pickup services on a regular schedule. Trash stored in containers outside is a bear attractant. The City, the Alaska Department of Fish and Game, and multiple law enforcement agencies have been proactively trying to educate the public on this issue.

**II. RECOMMENDED ACTION / NEXT STEP:** Staff requests the City Council reviews and adopts Ordinance 1206 an ordinance of the Council of the City of Cordova, Alaska, amending section 14.20.090 Containers-Location by changing the section title to Containers-Placement and by adding the following language: “containers of refuse shall not be placed prior to 6 am on the scheduled pick-up day.”

**III. BACKGROUND INFORMATION:** There has been concern over the past years of bear and refuse interactions. The City has been working with ADF&G and local law enforcement to educate people on keeping bears out of their neighborhoods by providing literature, messaging, and bear-proof dumpsters. It is in the City’s and bear’s best interest if refuse is not stored in containers outside, other than on the morning of the resident’s scheduled pickup days. This code amendment memorializes this by amending the code not to allow refuse to be placed in containers outside except for at 6 AM on the resident’s scheduled pickup day.

**IV. ATTACHMENTS:** Ordinance 1206 - changes are identified by ~~strike through for removal~~ and **bold and underlined for added text.**

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1206**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AMENDING SECTION 14.20.090 CONTAINERS-LOCATION BY CHANGING THE  
SECTION TITLE TO CONTAINERS-PLACEMENT AND BY ADDING THE FOLLOWING  
LANGUAGE: "CONTAINERS OF REFUSE SHALL NOT BE PLACED PRIOR TO 6 AM ON  
THE SCHEDULED PICK-UP DAY."**

**WHEREAS**, the City of Cordova provides residential refuse pickup service in the City; and

**WHEREAS**, refuse is an attractant for bears causing a public safety concern when bears access trash from containers on unscheduled pickup days; and

**WHEREAS**, public education efforts have encouraged citizens to refrain from storing trash outside in containers; and

**WHEREAS**, it is in the City's best interest to provide a time that refuse is allowed to be in containers and placed outside on scheduled pickup days to safeguard the people and the bears in Cordova; and

**WHEREAS**, it is in the City's best interest to not allow refuse to be put in containers and placed out for pickup before 6 am on scheduled pickup days, helping lessen the bear attractant.

**NOW, THEREFORE**, it is ordained as follows:

**Section 1.** Cordova Municipal Code Section 14.20.090, Containers–Location is hereby amended to read as follows:

**14.20.010 Purpose.**

The purpose of this chapter is to provide for the collection and removal of garbage and refuse within the corporate limits of the city to protect the health and well-being of the inhabitants of the city. (Ord. No. 1108, § 3, 3-20-2013)

**14.20.020 Definitions.**

In this chapter:

"Authorized collector" means a person with whom the city has contracted or whom the city has licensed to collect and dispose of refuse.

"Bag" means a refuse bag constructed of either polyethylene or paper approved by the city manager for indoor and outdoor storage of dry, wet and flammable refuse.

"Commercial service" means service that is not residential service.

"Container" or "can" means a sturdy receptacle, either furnished by the city or approved by the city manager for refuse collection for commercial or residential service.

"Garbage" means food waste, including every accumulation of animal, vegetable or other matter that attends the preparation, consumption, decay, dealing in, discard of or storage of meats, fish, fowl, fruit

**Added language bold and underlined, deleted language stricken through.**

or vegetables, including the cans, containers, wrappers or other tangible items wasted or used along with such materials.

"Holiday" means a recognized city holiday under Section 4.48.040.

"Refuse" means all forms of solid waste including garbage and rubbish but excluding rubble.

"Residential service" means service to one or more dwelling units.

"Rubbish" means grass clippings, hedge trimmings under three feet in length, paper and small light scrap lumber.

"Rubble" means brushwood, heavy yard trimmings which cannot be conveniently cut into three-foot lengths, discarded fence posts, ashes, cinders, street sweeping, catch basin muck, concrete, mortar, stones, bricks, scrap metal or other similar construction materials, trees or materials resulting from the erection or destruction of buildings.

(Ord. No. 1108, § 3, 3-20-2013; Ord. No. 1144, § 3, 5-18-2016)

#### **14.20.030 Refuse collection required.**

The city shall provide refuse collection and disposal within the city subject to and in accordance with the provisions of this chapter. A person who owns or occupies a facility where refuse is generated shall contract with the city or its authorized collector for refuse collection service, unless exempted from the collection requirement by the city manager.

(Ord. No. 1108, § 3, 3-20-2013)

#### **14.20.040 Refuse collection—Service type and frequency.**

The city or its authorized collector shall collect and remove refuse from customers' facilities according to the following schedule:

A. Residential service shall consist of the removal of refuse from containers weighing not more than seventy-five pounds when full, a minimum of once weekly. When a holiday is observed on the normal day of collection, the collection will be made the following day.

B. Commercial service shall consist of the removal of refuse either from containers weighing not more than seventy-five pounds when full, or from dumpsters as frequently as the owner or the city manager determines to be necessary.

(Ord. No. 1108, § 3, 3-20-2013)

#### **14.20.050 Refuse collection—Schedule of collection routes.**

The city or its authorized collector shall maintain on file with the city manager a current schedule of its refuse collection routes, and the city or the authorized collector shall follow the routes shown in that schedule.

(Ord. No. 1108, § 3, 3-20-2013)

#### **14.20.060 Refuse collection—Obstructions prohibited.**

No person may obstruct the collection of refuse required under this chapter from a facility owned or controlled by the person, including without limitation by the presence of excessive snow, vicious animals or parked vehicles. The city or its authorized collector need not collect refuse from a facility where such an obstruction is present.

(Ord. No. 1108, § 3, 3-20-2013)

**Added language bold and underlined, ~~deleted language stricken through~~.**



**14.20.070 Refuse collection—Delivery to disposal site or incinerator.**

All refuse that is collected in the city shall be delivered to a city-approved disposal site or incinerator and deposited there in the place and manner designated by the city manager.

(Ord. No. 1108, § 3, 3-20-2013)

**14.20.080 Containers—Specifications.**

A. The customer shall provide a sufficient number of containers having a capacity of twenty to thirty-three gallons for the storage of refuse before its collection.

B. A customer owning or controlling a facility that generates a quantity of refuse that is impractical to store in containers described in subsection (A) of this section, shall maintain a sufficient number of dumpsters of a type and size approved by the city manager for the storage of refuse before its collection.

C. The customer shall place the daily accumulation of refuse other than rubbish in a container provided under this section, eliminating as far as possible all liquid from the refuse and securely wrapping the refuse in an impermeable bag before placing it in the container.

(Ord. No. 1108, § 3, 3-20-2013)

**14.20.090 Containers—~~Location~~ Placement.**

Before the time for refuse collection, the customer shall place all containers of refuse for collection in plain view at the same accessible location at the facility no less than twenty feet from the nearest roadway. The containers shall be placed at ground level or on an open platform or porch not more than four feet above the adjacent roadway, so that they may be reached from the ground by the collector. If the facility abuts a public alley, the containers shall be placed immediately adjacent to the alley. If the facility does not abut a public alley, but is served by a private driveway, the containers shall be placed immediately adjacent to the roadway. **Containers of refuse shall not be placed prior to 6 AM on the scheduled pick-up day.**

(Ord. No. 1108, § 3, 3-20-2013)

**14.20.100 Containers—Depositing other than refuse prohibited.**

No person may deposit any material other than refuse in a container from which refuse is to be collected under this chapter. The city or its authorized collector need not collect refuse from a container that holds material other than refuse.

(Ord. No. 1108, § 3, 3-20-2013)

**14.20.110 Containers—unauthorized use prohibited.**

No person may deposit refuse in a refuse container provided for the use of another facility or customer without the permission of the person who owns or controls the other facility, or the other customer.

(Ord. No. 1108, § 3, 3-20-2013)

**14.20.120 Refuse-Unauthorized transport prohibited.**

No person other than the city or its authorized collector may operate a motor vehicle transporting garbage in the city for profit.

(Ord. No. 1108, § 3, 3-20-2013)

**Added language bold and underlined, deleted language stricken through.**

**14.20.130 Refuse—Vehicle requirements.**

A vehicle used to transport garbage for profit must be of a size approved by the city manager and kept in good running order and in a clean, sanitary condition.

(Ord. No. 1108, § 3, 3-20-2013)

**14.20.140 Rubble—Collection and disposal.**

A licensed collector or the owner shall collect and dispose of rubble within the city.

(Ord. No. 1108, § 3, 3-20-2013)

**14.20.150 Trespassing, removal of material from refuse disposal site.**

No person may:

A. Enter or remain in any area at a refuse disposal site that is closed to the public, except in the course of employment by the city or an authorized collector.

B. Remove refuse or rubble from any site maintained by the city or its authorized operator for refuse disposal without prior authorization from the city manager.

(Ord. No. 1108, § 3, 3-20-2013)

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

1st reading: May 17, 2023

2nd reading and public hearing: \_\_\_\_\_, 2023

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

\_\_\_\_\_  
David Allison, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

**Added language bold and underlined, deleted language stricken through.**



**AGENDA ITEM # 18**  
**City Council Meeting Date: 5/17/23**  
**CITY COUNCIL COMMUNICATION FORM**

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**FROM:** Kevin Johnson, City Planner

**DATE:** 5/17/23

**ITEM:** USFS Lease Agreement for a Portion of Lot 3, Block 7A, Tidewater Development Park Ordinance 1207, First Reading

**NEXT STEP:** Decision on Adoption of Ordinance 1207

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☒ ORDINANCE  
☐ RESOLUTION

☐ INFORMATION  
☐ MOTION

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**I. REQUEST OR ISSUE:**

Requested Actions: Decision on Ordinance 1207  
Legal Description: Portion of Lot 3, Block 7A, Tidewater Development Park  
Lot Area: Approximate Area = 4,500 SF  
Zoning: Harbor (Not Zoned)  
Attachments: Ordinance 1207, Lease Agreement and Exhibits

**II. RECOMMENDED ACTION / NEXT STEP:** Staff suggest the following motion: "I move to adopt Ordinance 1207."

**III. FISCAL IMPACTS:** The city would increase revenue from lease payments. The United States Forest Service (USFS) would pay \$10,000.00 Annually in rent.

**IV. BACKGROUND INFORMATION:** The USFS has had a lease with the City of Cordova since 1965. This lease allowed for the USFS to place piles into the city owned tidelands to support the USFS owned dock as well as for them to construct a storage building on the City North Harbor pier. These facilities have been used by USFS to assist in their marine based activities.

Following the expiration of the lease the USFS submitted a request to renew their lease. Staff determined

that due to the way that city code now handles land disposals and leases that the 1963 could not be renewed as is and that the USFS must go through the land disposal process.

Staff brought USFS Letter of interest forward to Harbor Commission and Planning Commission multiple times or discussion and recommendations prior to it being brought to the City council for a final decision. Ultimately, the City Council approved the negotiations of a new lease. The following is a breakdown of the timeline and outcome of each step in the process for the USFS Letter of Interest and lease negotiation:

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

**8/21/19** – City staff met with USFS staff and reviewed the renewal request and the lease with the city attorney. City staff and attorney determined that it would not be possible to renew under the terms of the old lease as it was in conflict with city codes. It was determined that in order to negotiate a new lease the USFS would need to go through the city's land disposal process.

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

**5/1/20** – Due to the lease expiring and COVID-19 delays the city entered into a standstill agreement with USFS to allow for more time to complete the Land Disposal process.

**1/14/21** – USFS submitted a formal Letter of Interest (**Attachment F**) to begin the Land Disposal Process

**1/19/21** – At the Planning Commission Regular Meeting, the commission referred the item to the Harbor Commission for a recommendation prior to the Planning Commission making their recommendation.

**2/10/21** – At the Harbor Commission Regular Meeting, the commission discussed the lease, but took no action. General comments were that the lease term should be limited to accommodate harbor expansion and explore the USFS parking their vessels in other areas.

**3/3/21** – At the Harbor Commission Special Meeting, the commission passed Resolution 03-21-01 (**Attachment G**) recommending that the Council negotiate a lease with the USFS but limit the term to a maximum of 5 years.

**3/9/21** – At the Planning Commission Regular Meeting, the commission passed a motion to recommended City Council negotiate directly with the Forest Service. The general comments of the Planning Commission were that the USFS is a vital community partner, they own the physical infrastructure (dock and building) so continuing a lease directly with them makes the most sense, the term should be limited in some way and rent should be fair market value.

**3/17/21** – The Council discussed the item in an executive session. Following the executive session, the Council passed the following motion to direct staff to negotiate a lease directly with the USFS.

**“M/Schaefer S/Sherman** to dispose of an 1,120 square foot portion of tidelands on Lot 3, Block 7A, Tidewater Development Park, more commonly referred to as “Forest Service Dock and Marine

Warehouse”, as outlined in Cordova Municipal Code 5.22.060B by 1. directing the City Manager to negotiate an agreement with the Forest Service to lease the property”

Staff began negotiations with the USFS with an emphasis on ensuring two main outcomes:

1. Implementing a rental rate at fair market value
2. Requiring a termination clause that allowed for the city to terminate the lease at anytime to ensure that improvements to the north harbor area were not delayed and infeasible due to the location the USFS occupies.

The lease before you will accomplish both goals, first by implementing a rental rate of \$10,000.00 dollars annually. This rate was determined by combining a portion of the appraised value of the tidelands (appraisal completed July 2022) and the harbor moorage rates. Secondly by establishing a termination clause that allows for the termination of the lease at any time by giving at least 16 months’ notice. Staff believes that the 16 months would not delay any grants for updating the north harbor. Based on our current experience with the south harbor project and our discussions with MARAD, it typically takes no less than 18 months from project award date to grant agreement date. Construction then typically follows 6 months to a year after that. USFS had initially wanted a minimum of 24 months’ notice as they work on a two-year budget cycle and will need time to make adjustments.

**3/17/21** – At the Harbor Commission regular meeting, the commission passed resolution 03-23-01 (**Attachments H**) supporting the USFS lease with the inclusion of a 16-month termination clause. Staff knew that the commission felt it was important to have a limited term lease, so having buy in from the commission on the termination clause was important.

While the lease term is 20 years, the inclusion of the termination clause makes the lease a de facto 16-month term at anytime the city decides. This allows for the city and the USFS to not have to go through the renegotiation process every few years, but it still gives the city the flexibility to get out of the lease should we receive funding to do north harbor improvements.

**V. LEGAL ISSUES:** The lease has been reviewed by the City’s legal counsel and has been giving the okay.

**VI. 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.

**VII. ATTACHMENTS:**

- A. Ordinance 1207
- B. Lease agreement and Exhibits
- C. 1/31/19 USFS Letter
- D. 1965 USFS Lease
- E. Harbor Commission Resolution 03-20-01
- F. 1/14/2021 USFS Letter of Interest
- G. Harbor Commission Resolution 03-21-01
- H. Harbor Commission Resolution 03-23-01



**CITY OF CORDOVA, ALASKA  
ORDINANCE 1207**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWENTY-YEAR LEASE WITH  
THE UNITED STATES FOREST SERVICE (USFS), FOR A PORTION OF PROPERTY  
DESCRIBED AS A ROUGHLY 4,500 SQUARE FOOT PORTION OF LOT 3, BLOCK 7A,  
TIDEWATER DEVELOPMENT PARK**

**WHEREAS**, it is in the City of Cordova's interest to lease a portion of Lot 3, Block 7A, Tidewater Development Park See Exhibit A ("Property") to United States Forest Service (USFS), for the uses specified in the lease agreement; between the City of Cordova, Alaska ("City") and USFS attached to this ordinance as Attachment A ("Lease"); and

**WHEREAS**, since the creation of the Chugach National Forest and Cordova Ranger District in 1907, the USFS has been a member and partner of this community; and

**WHEREAS**, the USFS manages 3.32 million acres of forest lands in Prince William Sound and the Cooper River Delta and plays an essential role in managing the region's natural resources; and

**WHEREAS**, the USFS Cordova Ranger District is headquartered in Cordova with personnel and all operations based in the City; and

**WHEREAS**, the USFS has leased the same portion of the harbor to perform core functions since 1965; and

**WHEREAS**, providing the USFS with safe, secure, and reliable moorage and storage space will assist and enable the USFS to continue to effectively manage and protect the resources in our region; and

**WHEREAS**, the USFS has agreed to pay City a fair market value established by independent review of \$10,000 annually; and

**WHEREAS**, a lease termination clause has been included allowing the City to terminate the lease with 16 months' notice, allowing for North Harbor improvements to take place when needed.

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

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

authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the Lease as executed.

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

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

1st reading: May 17, 2023

2nd reading and public hearing:

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_, 2023.**

\_\_\_\_\_  
David Allison, Mayor

ATTEST:

\_\_\_\_\_  
Susan Bourgeois, CMC, City Clerk

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## U.S. GOVERNMENT LEASE FOR REAL PROPERTY

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DATE OF LEASE

06/01/2023

LEASE NO.

12010923L0103

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THIS LEASE, made and entered into this date by and between the City of Cordova whose address is 601 1st Street, Cordova, AK 99574 and whose interest in the property hereinafter described is that of owner hereinafter called the City and the UNITED STATES OF AMERICA acting by and through the United States Forest Service (USFS), as Lessee, hereinafter called the Government. The City and Government are herein collectively referred to as the Parties.

WITNESSETH

WHEREAS, pursuant to 16 U.S.C. §571c, the Government wishes to lease certain land herein described, owned by the City and located as described in Article 1, Leased Premises, of this Lease, to be used for Government purposes;

NOW THEREFORE, in consideration herein mentioned, the Parties hereto covenant and mutually agree as follows:

1. The City hereby leases to the Government the following described premises, to be used for Government purposes:

that part of the tidelands within the Cordova Small Boat Harbor, Alaska Tidelands Survey No. 220, a roughly 4,500 square foot portion of Lot 3, Block 7A, Tidewater Development Park, as shown on Plat 93-2 Cordova Recording District, and as depicted in Exhibit A.

USDA CPAIS-RP Land Asset #1965.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on 06/01/2023 through 05/31/2043, subject to termination and renewal rights as may be hereinafter set forth and conditional upon the passage of an applicable appropriation or authorization by Congress from which expenditures may be made and shall not obligate the United States of America upon failure of Congress to so act.

3. The GOVERNMENT shall pay to the CITY an annual rent of \$10,000 paid annually in arrears starting 06/01/2023. Rent for a lesser period shall be prorated.

4. This lease may be terminated by either Party at any time by giving at least 16 months' notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after date of notification (via postal service, email, or fax).

5. This lease does not include renewal options.

6. The City shall furnish to the Government the following at no cost to the Government: NA

7. This lease does not include a holdover clause.

8. The following are attached and made a part hereof:

Exhibit A - Plat 93-2

Exhibit B - Approximate Lease Location Map

Exhibit C - City of Cordova Clauses

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

---

LESSOR

SIGNATURE

SIGNATURE

NAME OF SIGNER

NAME OF SIGNER

---

IN PRESENCE OF

SIGNATURE

SIGNATURE

NAME OF SIGNER

NAME OF SIGNER

---

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

OFFICIAL TITLE OF SIGNER

USDA, Real Estate Lease Contracting Officer

## 57



## Exhibit B: Approximate Lease Location Map



Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

**LOCATED AT:**  
4,500 SF Portion Lot 2 & 3, Block 7, Tidewater Dev.  
Park Cordova, AK 99574  
4,500 SF portion  
Page 4 of 13

City Initials: \_\_\_\_\_ Government Initials: \_\_\_\_\_

**EXHIBIT C:**  
**CITY OF CORDOVA CLAUSES**

1. **Payment of Rent.** Rent is due upon execution of this Lease, electronically, via the City's SAM.gov Unique Entity ID VNJGT8WJCYL5.

2. **USES AND CONDITION OF PREMISES**

A. **Authorized Uses.** Use of the Premises shall be limited to operation and maintenance of a marine warehouse and float and ramp facility to support the U.S. Forest Service's operations. The Premises shall not, without prior written consent of City, be used for any other purposes. City expressly reserves the right to terminate this Lease in the event Government fails to use the Premises in accordance with this section of the Lease.

B. **Inspections.** 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. City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times upon 24 hour prior notice to Government with a Government escort 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 or abutting waterways. If evidence lockers are in use by US Forest Service Law Enforcement, City will not be able to inspect them. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of City's entry onto the Premises, except for damage resulting directly from the acts of City or its authorized representatives or agents. City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of City's entry on the Premises in response to an emergency regardless of the cause of any damage resulting from City's emergency entry.

C. **Compliance with Laws.** Government shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Government 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. Government shall not leave the Premises unoccupied or vacant without City's prior written consent. Government shall not cause or permit any Hazardous Material (as defined in Section 10 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 Government'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. Government shall not cause or allow the release or discharge of any other materials or substances that are known to pose a hazard to the environment or human health.

- D. Lessee's Acceptance of Premises.** Government has inspected the Premises to its complete satisfaction and is familiar with its condition, and City makes no representations or warranties with respect to the Premises, including but not limited to the condition of the Premises or its suitability or fitness for any use Government may make of the Premises. Government accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by Council, the City Manager, or any other officer, agent or employee of City ("City Actors") relating to or in furtherance of the Lease shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable for any specific purpose whatsoever. Any action or inaction by City Actors 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.
- E. Representations and Warranties.** The Government represents and warrants to City that Government is not delinquent in the payment of any obligation to City and has not previously breached or defaulted in the performance of a material contractual or legal obligation to City, which breach or default has not been remedied or cured.
- F. Assignments and Subletting; Subordination.** The Government shall not assign or otherwise transfer this Lease or any interest in this Lease or sublet the Premises or any portion of the Premises, or permit the occupancy of any part of the Premises by any other person, entity or government department or agency, without the prior written consent of City, which consent the City may withhold in its absolute discretion. City shall not be required to subordinate this Lease or City's interest in the Premises to the interest of any other person, entity or government department or agency, including but not limited to another branch or department of the United States Government.
- G. Operations, Maintenance, Utilities, and Assessments.** Government shall, at its 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 Government's use of the Premises unless Government is exempt from such permit or approval requirements under federal, state or local law; (3) all utilities and services needed for Government's use of the Premises; (4) all applicable taxes and assessments levied against the Premises for which Government is not exempt under federal, state or local law, and Government 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 Government's use or occupancy thereof to the extent Government is not exempt from such taxes; and (7) any taxes on the leasehold interest created under this Lease to the extent Government is not exempt from such taxes based upon its use of the Premises. This Section of the Lease preempts any conflicting provisions contained herein.

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

### 3. **Indemnification**

A. **General Indemnification.** The Government hereby agrees to bear any and all costs and liabilities of any kind related to the exercise of its rights under this agreement to the extent it may legally do so under the Federal Tort Claims Act (the FTCA), 28 U.S.C. 2671 et seq., or any other act wherein Congress has specifically waived the sovereign immunity of the United States.

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. Government releases 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 Government or that arise out of or result from Government's occupancy or use of the Premises or the use or occupancy of the Premises by Government'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. Government 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 Government, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees, or authorized representatives.

To the extent permitted by law, Government shall defend, indemnify, and hold 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 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 Government 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, corrosive or damaging to marine life 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 or marine life 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.

4. **INSURANCE** The USFS is an office of the United States Government, which is a self-insured entity. Should an injury occur during the Lease for which a claim may be filed against the United States, the Federal Torts Claims Act would apply.

## 5. **REMOVAL OF PROPERTY**



- A. Except as otherwise provided in this Lease, upon expiration or earlier termination of this Lease, Government shall remove from the Premises, at Government's sole expense, all personal and real property Government, its agents, invitees, employees, assigns, consultants or representatives have placed or caused to be placed on the Premises, including all improvements, equipment, signs or materials. All property which is not promptly removed by Government pursuant to 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 property remaining on the Premises more than 30 (thirty) days after the expiration or termination of this Lease shall become property of the City and shall be within City's exclusive control and ownership unless otherwise agreed to by the parties in writing. Government 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 when Government took possession of the Premises under this Lease or any previous lease.
  - B. 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 Government and, upon expiration or earlier termination of the Lease and upon request of the City, Government shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Government's sole expense.
6. **DEFAULT AND REMEDIES** The occurrence of any of the following shall constitute a default and a breach of this Lease by Government:
- A. 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 Government;
  - B. The failure to pay any non-exempt taxes or assessments due from Government to City and in any way related to this Lease, the Premises, any improvements, or Government's activities or activities conducted on the Premises;
  - C. The abandonment or vacation of the Premises or any portion of the Premises;
  - D. The breach or violation of any statutes, laws, regulations, rules or ordinances of any kind applicable to Government's use or occupancy of the Premises; or

- E. The failure to observe or perform any use, action, 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 thirty (30) days after written notice has been given to Government. Notices given under this subsection shall specify the alleged breach and the applicable Lease provision and demand that Government perform according to the terms of the Lease. No such notice shall be deemed a forfeiture or termination of this Lease unless City expressly makes such election in the notice.
- F. If Government breaches any provision of this Lease, in addition to all other rights and remedies City has at law or in equity, City may declare this Lease terminated.
7. **SUBSIDENCE** Neither City nor Government shall be responsible for any washout, subsidence, avulsion, erosion, settling or reliction to the Premises, nor for any injury caused thereby to the property of Government or any sub-lessee, or that of any other person. Neither City nor Government is obligated to replace, refill, or improve any part of the Premises during Government's occupancy in the event of such washout, subsidence, avulsion, settling, or reliction.
8. **RESERVATION OF RIGHTS** City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to Government 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 shall not designate or grant rights-of-way on the Premises that interfere with Government's use of the Premises under this Lease.
9. **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 Government shall be removed from the Premises by Government at its own expense, and Government shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs. All signs, symbols, canopies or awnings on the Premises on the Commencement Date shall be presumed to be approved by the City Manager under this section of the Lease.
10. **EMINENT DOMAIN** If the whole or any part of the Premises shall be taken for any public or quasi-public use by City or any federal or state government entity, including Government, under any code, 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 or partial Taking.** If the Premises are totally or partially taken by condemnation, this Lease shall terminate.

## **11. 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 City and Government.
- C. **Governing Law and Venue.** The parties shall construe the Lease to be in accordance with and governed by the laws of the State of Alaska, insofar as those laws are consistent with applicable federal laws and regulations.
- D. **Subject to Appropriations.** Nothing in the Lease shall be construed as obligating either government party to expend, or as involving the United States or any of its cooperators in any obligation for the future payment of money in excess of appropriations authorized by law and administratively made available. However, in the event the lack of appropriations results in Government's failure to use the Premises in compliance with the terms of this Lease, City shall have the right to terminate this lease with no further obligation on the part of either party.
- E. **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 Government and the City. Neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between City and Government other than the relationship of Government and City.
- F. **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 GOVERNMENT:**

**U.S. Forest Service  
Attn: Lease Contracting Officer  
1220 SW 3<sup>rd</sup> Ave  
Portland, OR 97204**

- G. 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.

- H. **Captions.** Captions herein are for convenience and reference and shall not be used in construing the provisions of this Lease.
- I. **No Waiver of Breach.** No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right of remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.
- J. **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.
- K. **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.
- L. **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 Government.
- M. **Estoppel Certificates.** Either party shall at any time and from time to time, upon not less than 10 (ten) calendar 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.
- N. **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.
- O. **Authority.** Government and City both represent that the signatories on this Lease have all necessary power and are duly authorized to enter into this Lease and carry out the obligations of the party for which they are signing under this Lease. Both parties further represent that the parties to this Lease have the necessary power to authorize and direct the officers whose names and signatures appear at the end of this Lease to execute the Lease on behalf of Government and City respectively.

- P. **Exhibits.** Exhibit A to this Lease is hereby specifically incorporated into this Lease.
- Q. **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. No Member of or Delegate to Congress shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom.
- R. **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 Government as both City and Government have had the assistance of attorneys in drafting and reviewing this Lease.
- S. **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.



## ATTACHMENT C



United States  
Department of  
Agriculture

Forest  
Service

Cordova Ranger District

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

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

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

Dear Cordova City Manager Lanning,

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

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

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

Sincerely,

DAVID ZASTROW  
District Ranger (Acting)



Caring for the Land and Serving People

Printed on Recycled Paper



## ATTACHMENT D

U. S. Standard Form 7  
Approved by the Secretary  
May 6, 1934  
7-103

### LEASE

BETWEEN

CITY OF CORDOVA

AND

THE UNITED STATES OF AMERICA

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

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

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

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

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

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

and ending with  
the thirty-first day of May 2020

5. This lease may, at the option of the Government, ~~be renewed for one or more terms~~  
and of the Lessor, be renewed for a period of 55 years under  
~~the same terms and conditions as the original lease~~ the terms and conditions herein specified, provided notice be given in writing  
to the Lessor at least one (1) year ~~days~~ before this lease ~~on the expiration date~~ would  
otherwise expire: ~~provided that the renewal shall be subject to the approval of the Secretary of the Interior~~

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

[illegible]

9. The Lessor hereby agrees to lease to the Lessee the premises described in the attached lease, and the Lessee agrees to accept the same on the terms and conditions hereinafter set forth. The Lessor reserves the right at reasonable times to enter and inspect the premises, and the Lessee agrees to permit the Lessor to do so.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate, and the Lessor shall be obligated to reconstruct the premises, and the Lessee shall be obligated to pay the cost of reconstruction. If the premises be damaged by fire or other casualty, the Lessor shall be obligated to reconstruct the premises, and the Lessee shall be obligated to pay the cost of reconstruction.

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

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

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

In presence of:

/s/ Donna M. Sherby

City Clerk

(Auditor)

/s/ David Muma  
City Manager

Mayor

UNITED STATES OF AMERICA,

By W. H. Johnson

Regional Forester, Region 10, Forest  
Service,  
Department of Agriculture

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

I, Donna M. Sherby

certify that I am the City Clerk-Treasurer

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

David Muma

who signed said lease on behalf of the Lessor, was then

City Manager

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

/s/ Donna M. Sherby

[CORPORATE SEAL]

(Sheet 3)

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



## INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U.S. GOVERNMENT PRINTING OFFICE: 1942 O-421074



## ATTACHMENT E

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

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

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

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

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

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

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

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

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

  
Chairman Jacob Betts

  
Tony Schinefla, Cordova Harbormaster

## ATTACHMENT F



United States  
Department of  
Agriculture

Forest  
Service

Cordova Ranger District

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

**File Code:** 7310

**Date:** January 14, 2021

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

Dear City Manager,

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

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

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

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

Sincerely,

  
STEVEN NAMITZ  
District Ranger



Caring for the Land and Serving People

Printed on Recycled Paper



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

**A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF CORDOVA, ALASKA  
RECOMMENDING THAT CORDOVA CITY COUNCIL DIRECT STAFF TO RENEGOTIATE THE  
USFS LEASE WITHIN THE NORTH HARBOR AT FAIR MARKET VALUE AND WITH A  
MAXIMUM TERM OF 5 YEARS AND FLEXIBILITY OF THE LOCATION OF THE LEASE**

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

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

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

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

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

**WHEREAS**, the Cordova Harbor Commission has identified multiple moorage options for the USFS vessels, including but not limited to, sharing moorage at State of Alaska dock at the South side of the harbor, and

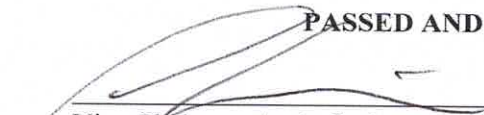
**WHEREAS**, the Harbor Commission and Harbor and Port Department are constantly assessing and reassessing possibilities of reconfiguration and/or expansion of Harbor infrastructure; and

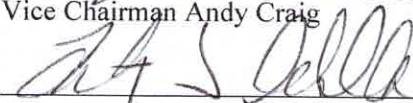
**WHEREAS**, the Harbor Commission and Harbor and Port Department is exploring future broader developments in the City Harbor and therefore, is requesting flexibility on the part of any current lessees within the harbor, such as the USFS; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Harbor Commission of the City of Cordova, Alaska, recommends renegotiation of the USFS lease for fair market value and with a maximum term of 5 years and flexibility of the location of the lease.

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

  
\_\_\_\_\_  
Vice Chairman Andy Craig

  
\_\_\_\_\_  
Tony Schinella, Cordova Harbormaster



**CORDOVA HARBOR COMMISSION  
CORDOVA, ALASKA  
RESOLUTION 03-23-01**

**A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF CORDOVA, ALASKA  
TO THE CITY COUNCIL OF CORDOVA, ALASKA IN SUPPORT OF A USFS LEASE, WITH  
THE INCLUDED SIXTEEN MONTH TERMINATION CLAUSE**

**WHEREAS** the current lease between the City of Cordova and the USFS was established in 1965 for 1 Dollar and expired on May 31, 2020, and the city and USFS currently have an agreement in place until the new lease is agreed upon; and

**WHEREAS**, the Harbor Commission has approved resolutions in 2015, 2020 and 2021 requested the USFS lease consist of a no longer than five year term; and

**WHEREAS**, the current location of the USFS dock will impede on certain harbor expansions; and

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

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

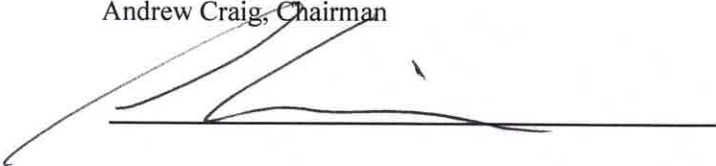
**WHEREAS**, the Harbor Commission has recently reviewed conceptual drawings for the 2023 PIDP grant submission, that will reconfigure the North Harbor uplands; and

**WHEREAS**, discussions lately between City Staff and USFS Staff have been agreeable and both sides understand that the future may bring re-configured docks and uplands. Both are committed to revisit the lease if a need arises; and

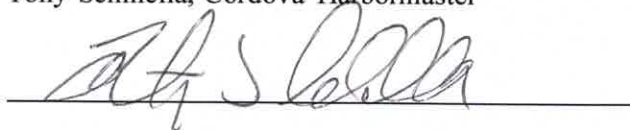
**NOW, THEREFORE, BE IT RESOLVED**, that the Harbor Commission of the City of Cordova, Alaska, recommends Cordova City Council approve a USFS lease, with the sixteen-month termination clause

**PASSED AND APPROVED ON THE 17TH DAY OF MARCH 2023.**

Andrew Craig, Chairman

A handwritten signature in dark ink, appearing to read 'Andrew Craig', is written over a horizontal line.

Tony Schinella, Cordova Harbormaster

A handwritten signature in dark ink, appearing to read 'Tony Schinella', is written over a horizontal line.

602 Railroad Avenue P.O. Box 1210, Cordova Alaska 99574. Telephone (907) 424-6200

## **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

### May 17, 2023 Regular Council Meeting

A. Future agenda items - topics put on PA with no specific date for inclusion on an agenda	initially put on or revisited
1) City addressing - ongoing project 2023	11/4/2020
2) Public Safety Resources - discussion	1/20/2021
3) Ordinance change ( <b>Title 4</b> ) before a new CBA gets negotiated - so Council has a role in approval process	2/17/2021
4) Council discussion about incentives for investment in Cordova	11/3/2021
5) Revenues/financial planning/sales tax cap discussion	12/1/2021
6) Res to legislature supporting adoption of stricter punishment for drug sales that cause overdose deaths	6/15/2022
7) Alaska Mariculture Alliance - city rep appointment after bylaw changes - update from Mayor	9/21/2022
8) Facility condition assessments part 2 work session (did P&R on 4-19-23) - summer 23	4/19/2023
9) City Code re: procurement, Manager spending limit trigger in a code provision	4/19/2023
10) In person attendance requirements for Council members - discussion item before ordinance draft	5/3/2023
11) Exclusion of teleconference attendance for executive sessions and quasi-judicial deliberations	5/3/2023

B. Resolutions, Ordinances, other items that have been referred to staff	date referred
1) <b>Disposal of PWSSC Bldg</b> - referred until more of a plan for north harbor so the term of RFP would be known	1/19/2022
2) Disposal of <b>ASLS 79-258</b> - motion to put out for proposals was referred to staff after an e.s.	9/16/2020
3) <b>Res 12-18-36</b> re E-911, will be back when a plan has been made	12/19/2018

C. Upcoming Meetings, agenda items and/or events: with specific dates
1) Capital Priorities List <u>Resolution (03-22-03)</u> is in each packet - if 2 council members want to revisit the resolution they should mention that at Pending Agenda and it can be included in the next packet for action
2) Staff quarterly reports will be in the following packets:
<b>7/19/2023</b> <b>10/18/2023</b> <b>1/17/2024</b> <b>4/17/2024</b>
3) Joint City Council and School Board Meetings - twice per year, May & October 6pm before Council mtg <b>5/1/2024</b> 6pm @ CHS before Sch Bd mtg <b>Oct. or Nov. 2023</b>
4) Clerk's evaluation - each year in <b>Feb</b> (before Council changeover after Mar election) - next <b>Feb '24</b>
5) Manager's evaluation - each year in <b>Jan</b> - next one Jan '24
6) In <b>May</b> each year City will provide public outreach regarding beginning of bear season
7) Council <u>worksession</u> about housing shortage/progress staff has made towards solutions - <b>5/17/23 @ Noon</b>
8) Joint City Council-Harbor Commission Meeting - sometime during <b>2Q 2023</b>
9) Code update of Chapter 5.40 Sales Tax - Work Session with attorney - <b>spring/summer 2023</b>
10) Each year in <b>June</b> Council will approve by Resolution, the School's budget and City's contribution

photo by Wendy Ranney



8/3/2022

D.	Council adds items to Pending Agenda in this way:		
	item for action	tasking which staff: Manager/Clerk?	proposed date
	1) ...		
	2) ...		
	3) ...		

Mayor Allison or the City Manager can either agree to such an item and that will automatically place it on an agenda, or a second Council member can concur with the sponsoring Council member.





## City Council of the City of Cordova, Alaska

### Pending Agenda

### May 17, 2023 Regular Council Meeting

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

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

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

- |   |   |
|---|---|
| <b>1) Prince William Sound Regional Citizens Advisory Council</b><br><div style="text-align: center;"><b>David Janka</b></div>        | appointed January 2023<br>2 year term until May 2024  |
| <b>2) Prince William Sound Aquaculture Corporation Board of Directors</b><br><div style="text-align: center;"><b>Tom Bailer</b></div> | re-appointed October 2021<br>re-appointed October 2018<br>appointed February 2017-filled a vacancy<br>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 15<sup>th</sup> DAY OF FEBRUARY 2023**



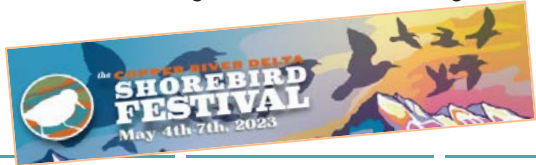





ATTEST:

David Allison, Mayor

Susan Bourgeois, CMC, City Clerk

# May 2023

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	1	2	3	4	5	6
			7:00 Council reg mtg CCAB			
7	8	9	10	11	12	13
		6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL			
14	15	16	17	18	19	20
		5:30 CTC Board Meeting CCER	12:00 Council worksession CCAB			
			7:00 Council reg mtg CCAB			
21	22		24	25	26	27
		CLL season starts	6:00 CEC Board Meeting	 cruise ship in town 2-10pm 6:00 CCMCAB HCR		
28	29	30	31	1	2	3
	 City Hall Closed Memorial Day Holiday 5/29	6:00 P&R CCM				
4	5	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

# June 2023

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31	1	2	3
4	5	6	7	8	9	10
			7:00 Council reg mtg CCAB			Copper River Nouveau @ Cordova Center
11	12	13	14	15	16	17
		6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL			
HURTIGRUTEN EXPEDITIONS cruise ship in town 2-10pm	19	20	21	22	23	24
HAPPY FATHER'S DAY		5:30 CTC Board Meeting CCER	7:00 Council reg mtg CCAB	HURTIGRUTEN EXPEDITIONS cruise ship in town 7am-4pm		
25	26	27	28	29	30	1
		6:00 P&R CCM	6:00 CEC Board Meeting	6:00 CCMCAB HCR		
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

# 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
<b>Mayor:</b>	<b>David Allison</b>	March 1, 2022	March-25
3 years	<a href="mailto:Mayor@cityofcordova.net">Mayor@cityofcordova.net</a>		
Council members:			
<b>Seat A:</b>	<b>Tom Bailer, Vice Mayor</b>	March 1, 2022	March-25
3 years	<a href="mailto:CouncilSeatA@cityofcordova.net">CouncilSeatA@cityofcordova.net</a>	March 5, 2019	
<b>Seat B:</b>	<b>Cathy Sherman</b>	March 7, 2023	March-26
3 years	<a href="mailto:CouncilSeatB@cityofcordova.net">CouncilSeatB@cityofcordova.net</a>	March 3, 2020	
<b>Seat C:</b>	<b>Kasey Kinsman</b>	March 7, 2023	March-26
3 years	<a href="mailto:CouncilSeatC@cityofcordova.net">CouncilSeatC@cityofcordova.net</a>		
<b>Seat D:</b>	<b>Melina Meyer</b>	March 2, 2021	March-24
3 years	<a href="mailto:CouncilSeatD@cityofcordova.net">CouncilSeatD@cityofcordova.net</a>	March 6, 2018	
<b>Seat E:</b>	<b>Anne Schaefer</b>	March 2, 2021	March-24
3 years	<a href="mailto:CouncilSeatE@cityofcordova.net">CouncilSeatE@cityofcordova.net</a>	March 6, 2018	
		December 6, 2017	elected by cncl
<b>Seat F:</b>	<b>Kristin Carpenter</b>	March 1, 2022	March-25
3 years	<a href="mailto:CouncilSeatF@cityofcordova.net">CouncilSeatF@cityofcordova.net</a>		
<b>Seat G:</b>	<b>Ken Jones</b>	March 1, 2022	March-25
3 years	<a href="mailto:CouncilSeatG@cityofcordova.net">CouncilSeatG@cityofcordova.net</a>		

## Cordova School District School Board of Education - Elected

length of term		Date Elected	Term Expires
3 years	<b>Barb Jewell, president</b>	Mar 1, 2022, Mar 5, 2019, Mar 1, 2016, Mar 5, 2013	March-25
	<a href="mailto:bjewell@cordovasd.org">bjewell@cordovasd.org</a>		
3 years	<b>Henk Kruithof</b>	March 2, 2021	March-24
	<a href="mailto:hkruithof@cordovasd.org">hkruithof@cordovasd.org</a>		
3 years	<b>Terri Stavig</b>	March 1, 2022	March-25
	<a href="mailto:tstavig@cordovasd.org">tstavig@cordovasd.org</a>		
3 years	<b>Peter Hoepfner</b>	Mar 2, 2021, Mar 6, 2018, Mar 3, 2015, Mar 6, 2012, Mar 3, 2009, Mar 7, 2006	March-24
	<a href="mailto:phoepfner@cordovasd.org">phoepfner@cordovasd.org</a>		
3 years	<b>David Glasen</b>	March 7, 2023	March-26

seat up for re-election in Mar '24	<b>vacant</b>
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	<b>Linnea Ronnegard, Chair</b> <a href="mailto:CCMCBoardSeatC@cdvcmc.com">CCMCBoardSeatC@cdvcmc.com</a>	Mar 2, 2021 Mar 6, 2018	March-24
3 years	<b>Ann Linville</b> <a href="mailto:CCMCBoardSeatA@cdvcmc.com">CCMCBoardSeatA@cdvcmc.com</a>	March 1, 2022	March-25
3 years	<b>Chris Iannazzone</b> <a href="mailto:CCMCBoardSeatB@cdvcmc.com">CCMCBoardSeatB@cdvcmc.com</a>	March 7, 2023 March 24, 2022	March-25
		elected by board	
3 years	<b>Liz Senear</b> <a href="mailto:CCMCBoardSeatD@cdvcmc.com">CCMCBoardSeatD@cdvcmc.com</a>	March 2, 2021	March-24
3 years	<b>Kelsey Appleton Hayden</b> <a href="mailto:CCMCBoardSeatE@cdvcmc.com">CCMCBoardSeatE@cdvcmc.com</a>	March 7, 2023 March 3, 2020	March-26

## Library Board - Appointed

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

## Planning Commission - Appointed

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

seat up for re-election in Mar '24

**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

## Harbor Commission - Appointed

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

## Parks and Recreation Commission - Appointed

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

## Historic Preservation Commission - Appointed

length of term		Date Appointed		Term Expires
3 years	<b>Kris Ranney, PC member</b>	Mar '23	appt'd by PC	November-25
3 years	<b>Heather Hall, professional member</b>	Aug '16, Feb '20, Mar '23		November-25
3 years	<b>Sylvia Lange, NVE member</b>	Nov '22, Nov '19	appt'd by NVE	November-25
3 years	<b>Christy Mog, professional member</b>	Apr '22		November-23
3 years	<b>Wendy Ranney, historical society member</b>	Nov '18, Dec '21		November-24
3 years	<b>Nancy Bird, professional member</b>	Nov '17, Nov '18 Dec '21		November-24
3 years	<b>Jim Casement, public member</b>	Nov '17, Dec '20		November-23

seat up for re-election in Mar '24

**vacant**

board/commission chair

seat up for re-appt in Nov '23