

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
Summer vacation

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



June 2023

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

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 – none
2. Audience comments regarding agenda items..... **(3 minutes per speaker)**
3. Chairpersons and Representatives of Boards and Commissions **(CCMCA BoD, School Board, etal)**
 - a. Harbor Commission Resolution 05-23-02 Requesting Funding to..... **(page 1)**
Relocate or Replace the Old Airplane Float, approved 05-10-23
 - b. May 2023 PWSRCAC Board Meeting Highlights, **David Janka**, City Rep..... **(page 2)**
4. Student Council Report – summer vacation

G. Approval of Consent Calendar

5. Minutes:
 - a. 05-17-23 Regular City Council Meeting Minutes..... **(page 5)**
6. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absence of **Anne Schaefer** from the May 17, 2023 Regular Meeting

H. Approval of Minutes – in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

8. Mayor's Report
9. City Manager's Report
 - a. City Financials through April 30, 2023..... **(page 10)**
10. City Clerk's Report

K. Correspondence..... (see primer for description page 12)

11. 05-05-23 Email from J. Burton re HC Resolution 05-23-02 about aircraft float relocation..... **(page 13)**
12. 05-13-23 Email from R. Merritt regarding net mending float..... **(page 14)**
13. 05-15-23 Notice of open comment period for non-competitive land sale DNR to R. Chapek..... **(page 15)**
14. 05-25-23 Copper River Highway Culvert Construction Announcement..... **(page 17)**

L. Ordinances and Resolutions

15. Ordinance 1205..... **(roll call vote)(page 19)**
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 – 2nd reading

- 16. Ordinance 1206..... (roll call vote)(page 24)**
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” and amending section 1.28.085 C Minor Offense Fine Schedule by changing the title of the reference to 14.20.090 there, as well, to 14.20.090 Containers-Placement – 2nd reading
- 17. Ordinance 1207..... (roll call vote)(page 29)**
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 – 2nd reading
- 18. Resolution 06-23-20..... (voice vote)(page 71)**
A resolution of the Council of the City of Cordova, Alaska, setting the property tax mill levy for the 2023 tax year at 10.02 mills for all properties in the City of Cordova
- 19. Resolution 06-23-21..... (voice vote)(page 77)**
A resolution of the Council of the City of Cordova, Alaska, establishing the level of Local Funding and approving the budget of the Cordova Public School District for the fiscal year ending June 30, 2024
- 20. Resolution 06-23-22..... (voice vote)(page 81)**
A resolution of the Council of the City of Cordova, Alaska, authorizing the City Manager to negotiate and grant a right of way easement to the Native Village of Eyak for the Shepard Point Road Project
- 21. Resolution 06-23-23..... (voice vote)(page 94)**
A resolution of the Council of the City of Cordova, Alaska, supporting Camtu's Alaska Wild Seafoods proposal to excavate tidelands to create access to a proposed dock facility in the South Fill and authorizing the City Manager to enter into negotiations with Camtu's Alaska Wild Seafoods to lease the area

M. Unfinished Business - none

N. New & Miscellaneous Business

- 22. Pending Agenda, CIP List, Calendar, Elected & Appointed Officials lists..... (page 107)**

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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CITY OF CORDOVA



CORDOVA, ALASKA RESOLUTION 05-23-02

A RESOLUTION OF THE HARBOR COMMISSION OF THE CITY OF CORDOVA, ALASKA, TO THE CORDOVA CITY COUNCIL OF THE CITY OF CORDOVA, ALASKA REQUESTING FUNDING TO RELOCATE OR REPLACE THE OLD AIRPLANE FLOAT.

WHEREAS, due to cost increases for the South Harbor Rebuild, the budget did not allow for a new net mending float; and

WHEREAS, the airplane float for many years has been used as a convenient location for net mending for gillnetters and seiners; and

WHEREAS, the Harbor Commission believes that it is possible to refurbish the airplane float and relocate to the North Harbor; and

WHEREAS, if the cost of repairs outweighs the cost of a new replacement float, then the Harbor Commission would request additional funding; and

NOW THEREFORE BE IT RESOLVED, by the Harbor Commission of Cordova, Alaska to Cordova City Council of the City of Cordova, Alaska requesting support for funding of repairs/relocation or replacement of the old airplane float

PASSED AND APPROVED THIS 10TH DAY OF MAY 2023.



Andy Craig, Chairman



Tony Schinella, Harbormaster

Highlights from the May 2023 Board of Directors meeting

The Prince William Sound Regional Citizens' Advisory Council held a meeting on May 4 and 5, 2023, and a special Board meeting on April 14. The following is a synopsis of actions and discussions that took place during those Board meetings. This report is not all inclusive.



Council news

Executive Committee elected

The Board re-elected the following officers to serve until May 2024:

- President: Robert Archibald, representing the City of Homer
- Vice-president: Amanda Bauer, representing the City of Valdez
- Secretary: Bob Shavelson, representing the Oil Spill Region Environmental Coalition
- Treasurer: Wayne Donaldson, representing the City of Kodiak
- Members-at-large: Ben Cutrell, representing Chugach Alaska Corporation; Robert Beedle, representing the Cordova District Fishermen United; and Angela Totemoff, representing the Community of Tatitlek.

Board confirms new member

The Board seated Mike Brittain as the representative of the City of Seward. Brittain replaced Patrick Domitrovich, who held the seat since May 2021.

Accepted: Report on risks and safety culture at Alyeska's Valdez Marine Terminal

At a special Board meeting in April, the Board accepted a report titled "Assessment of Risks and Safety Culture at Alyeska's Valdez Marine Terminal" by contractor Billie Pirner Garde. This report was initiated in June 2022, in response to safety concerns at the Valdez Marine Terminal (VMT) brought to PWSRCAC by current and former Alyeska employees.

After reviewing all information available through the assessment, Ms. Garde concluded that there currently is an unacceptable safety risk to the VMT. The report was transmitted to Alyeska, regulatory agencies, and elected officials.

On Friday of the May meeting, John Kurz, the new president of Alyeska, joined the meeting to introduce himself. He told the Board that he and Alyeska's executive team are taking the report seriously. He noted that they have formed a team to look into the issues identified to determine what is going well, what areas they may be falling short, and what they are going to do about it. They have also created a management action plan - with specific actions, accountable persons, and deadlines - to look at the different themes identified in the report.

The report is available on our website: www.tinyurl.com/GardeAssessment (PDF 4.1 MB)

Update on changes to Alaska's regulations

The Board heard an update on the recent changes to Alaska's regulations for oil spill prevention and response. Linda Swiss, the Council's contingency plan project manager, summarized the changes that went into effect earlier this year. Highlights of the changes and a link to view the new regulations are available in a recent article on our website: www.tinyurl.com/ADECregsupdate

New report on effects of April 2020 oil spill on mussels

The Board accepted two new reports by researchers Dr. Lizabeth Bowen, William B. Driskell, Brenda Ballachey, James R. Payne, Shannon Waters, Eric Litman, and Austin Love. The first, “Executive Summary: Effects of the April 2020 oil spill,” is a summary of the full-length scientific report titled “Transcriptomic responses to an Alaskan oil spill over time reveal a dynamic multisystem involvement in exposed mussels (*Mytilus trossulus*).”

This report is a continuation of research into the use of transcriptomics to monitor effects of the oil industry in Prince William Sound on the surrounding environment. The researchers were hoping to find out how quickly mussels purge oil and return to normal, which specific biological systems were involved, and whether they could identify contamination from North Slope crude oil versus other contaminants in the environment.

More information is available in the report and summary:

- Executive Summary: www.tinyurl.com/ExecSummaryMussels (PDF 0.8 MB)
- Full report: www.tinyurl.com/MusselsFullReport (PDF 1.5 MB)

New report analyzes the properties of Alaska’s crude oil

The Board accepted a report titled “2019 Alaska North Slope Crude Oil Properties” by Dr. Merv Fingas. Dr. Fingas based his report on a lab analysis of Alaska North Slope crude oil that was collected in 2019.

Environment and Climate Change Canada performed the physical and chemical tests on the sample and Dr. Fingas interpreted the lab results. He was looking for properties that would influence the effectiveness of oil spill response measures including mechanical (e.g., booms, skimmers) and non-mechanical (e.g., dispersants) spill response measures. Properties such as density and viscosity of North Slope crude oil can vary, depending on the location from where the oil is extracted.

More details are available in the report: www.tinyurl.com/2019ANScrude (PDF 1.1 MB)

Review of regulations on sustainable and non-polluting shipping

The Board heard an update from Sierra Fletcher of Nuka Research and Planning Group on an ongoing project analyzing the current and potential future environmental regulations which would affect tankers that ship oil from Prince William Sound, and the escort tugs that assist them.

Fletcher and the researchers at Nuka reviewed various regulations in the U.S. and world-wide on emissions commonly generated by ocean-going vessels and the various types of fuels they use. A final report on this work is expected later this year.

Report on drills and exercises during 2022

The Board accepted the report titled “2022 Annual Drill Monitoring Report,” prepared by the Council’s drill monitor, Roy Robertson. The report summarizes detailed oil spill exercise and drill reports completed throughout the year. Some highlights noted in the report:

- Many drills are now hybrid (in-person with online meetings and collaboration). There are still some glitches, but these are improving.
- Alyeska recently changed contractors for small vessel decontamination. Robertson observed an exercise to confirm the new contractor’s abilities to fulfill the role. He reported they did well overall, with a few suggested improvements.

- During a May 2022 drill, the Alaska Department of Environmental Conservation deployed a drone over an on-water part of the exercise. The drone streamed live video into the command center and to responders in Jacksonville, Florida. The video was recorded and available for later review.

Read the annual report, which includes more details and a summary of recommended improvements, on our website: www.tinyurl.com/2022DrillReport (PDF 0.2 MB)

Annual report on community outreach

Maia Draper-Reich, outreach coordinator for the Council, reported on the Council's outreach activities during the last year. These included conferences where the Council hosted its information booth; a variety of events such as the Council's annual Science Night; presentations on the history of the Exxon Valdez oil spill and the Council; projects and classroom presentations which engaged students of various ages throughout the Council's region; and other outreach activities and presentations by the Council's staff, volunteers, and interns.

Review of tanker speed limits

Steve Lewis, chair of the POVTS Committee, summarized the committee's recent studies on tanker speeds through Prince William Sound. Members have been investigating the potential impact of speed reductions on tanker movements in Prince William Sound. This work began after a proposal from Rick Steiner that the Council consider recommending a slower tanker speed limit. Steiner suggested that slower speeds could reduce the number of whales struck by tankers. The committee conducted a literature review of best practices and researched the issue. The committee recommended no action be taken by the Board.

Approved: Council budget for fiscal year 2024

The Board approved the budget for the next fiscal year, which begins July 1, 2023, and ends June 30, 2024. Please contact Ashlee Hamilton, the Council's director of finance, at ashlee.hamilton@pwsrccac.org for more information.

Project updates

Updates on all current projects: www.tinyurl.com/May2023projects (PDF 0.8 MB)

Questions? More information? Contact us:

Any questions or requests for further information can be directed to:

Amanda Johnson: amanda.johnson@pwsrccac.org or Jennifer Fleming: fleming@pwsrccac.org

Board meeting are routinely recorded. Excerpts of the audio and/or video of agenda items can be made available upon request.

Regular City Council Meeting
May 17, 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 17, 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 **Cathy Sherman**, **Kasey Kinsman**, and **Ken Jones**. Council members **Tom Bailer**, **Melina Meyer**, and **Kristin Carpenter** were present via teleconference. Council member **Anne Schaefer** was 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 - none

2. Audience comments regarding agenda items

Steve Namitz USFS District Ranger for Cordova spoke in support of Council approving Ordinance 1207 a lease with the USFS.

Mark Frohnafel of 813 Woodland Drive and terminal manager for Shoreside Petroleum in Cordova asked Council to wait to hear about the PIDP grant before approving the lease with the USFS.

3. Chairpersons and Representatives of Boards and Commissions:

PWSRCAC City Rep **David Janka** reported that RCAC just had their Spring meeting in Valdez, he would get the written report to the Clerk and she could put that in the next Council packet. They had a very interesting and informative tour of the terminal.

School Board President **Barb Jewell** reported: 1) **Sara Hottinger** spearheaded a Health Sciences Intensive where instructors from UAA taught some high schoolers a weeklong intensive course, 13 students were involved, about half ours and half from other schools, kids received 2 college credits after completing the 30-hour intensive which included classroom training and hands-on experiences, the idea was to help school-to-work pathways – this state program is focusing on where we are having shortages; 2) successful graduation last weekend, all 20 students graduated – 19 are accepted into post-secondary opportunities; 3) the board has had a couple of budget work sessions and they've made revisions, they are looking at an increase of \$680 to the BSA – which will be given this time outside of the BSA as an equivalent to that but a one-time funding – they had been hoping for more like \$800 and \$1,000 would have made them whole – the budget they are looking at will include increases to the classified staff salaries – also increased number of teachers – they will have a special meeting to approve the budget, then submit that to City Council, once Council gives them an answer, they will adopt their final budget – they will be asking for \$2.13 million as a cash contribution from the City.

4. Student Council Report – the last written student council report of the school year was in the packet – student council sponsored a successful Cleanup Day in May and they have two more planned for July 22 and Oct 21. They held a fun end of year lock-in where students shared a meal and stayed up late watching movies. Two senior Student Council members, **Grace Collins** and **Jacob Ranney** graduated on May 13.

G. Approval of Consent Calendar

4a. Proclamation of Appreciation to Jeff Guard

5. Minutes:

a. 04-17-23 Board of Equalization Meeting Minutes; and b. 05-03-23 Regular City Council Meeting Minutes

6. Council Action to Waive Protest of Renewal of Liquor License for OK Restaurant #2433 Restaurant-Eating Place

7. 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

8. 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

9. Council certification of the 2023 Property Tax Assessment Roll

10. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of unexcused absence of **Tom Bailer** and excused absence of **Melina Meyer** from the May 3, 2023 Regular Meeting

Vote on the Consent Calendar: 6 yeas, 0 nays, 1 absent. Kinsman-yes; Schaefer-absent; Jones-yes; Meyer-yes; Bailer-yes; Carpenter-yes; and Sherman-yes. Consent Calendar was approved.

Mayor Allison read item 4a. the Proclamation of Appreciation to **Jeff Guard** aloud for the audience and Council to hear. **Guard** was present and accepted a gift from the City and a copy of the proclamation, there was a round of applause.

H. Approval of Minutes - in consent calendar

I. Consideration of Bids/Proposals/Contracts - none

J. Reports of Officers

11. Mayor's Report – **Mayor Allison** said the USPS had contacted him but still have not scheduled a return trip to Cordova.

12. Manager's Report – City Manager **Helen Howarth** reported: 1) staff has been busy – actively involved in the 2022 financial audit – should have it earlier than the past couple of years; 2) we started IBEW negotiations last week – goal is to have an agreed upon contract before budget is finalized in December, Council will be involved in approving the contract; 3) next week we will begin the training for the new financial software – it will be a process, we are excited to have a more robust system which will provide staff and council with financial information as decisions are made; 4) legislative session set to adjourn tomorrow – they are still actively negotiating, mostly around school funding and the size of the PFD.

a. South Harbor Project Update Report – **Collin Bronson** reported on project happenings, everything is pretty well on track, one small holdup is the equipment for the metering for each slip, working with engineers, vendors and CEC to get that worked out.

Howarth had one more item, our new museum director will begin Monday, **Ashley Bivins**, moved here from Haines, has a Masters in Museum Science, excited to have her here.

13. City Clerk's Report – **Bourgeois** reported: 1) Sheridan Alpine will give an end-of-season report June 7; 2) mill rate resolution will be before Council June 7 – tonight in the Consent Calendar you certified the roll and the mill rate is next step; 3) there will be a public hearing on June 7 for the rate-setting resolution as well as second reading for any of these ordinances that are approved tonight.

K. Correspondence

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

L. Ordinances and Resolutions

16. 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 - 1st reading

M/Kinsman S/Sherman to adopt 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

Kinsman he thinks it is appropriate for us to eliminate the requirement and pass that responsibility on to an individual if they so desire to have a rough box. **Sherman** said she thinks this will save people hassle and money and our cemetery records are in better shape now, so this is appropriate. Other Council members said they would support the ordinance.

Vote on the motion: 6 yeas, 0 nays, 1 absent. Bailer-yes; Kinsman-yes; Schaefer-absent; Carpenter-yes; Jones-yes; Meyer-yes; and Sherman-yes. Motion was approved.

17. 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”

- 1st reading

M/Sherman S/Kinsman to adopt 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”

Sherman said she understands the purpose of this – she asked staff if an alternative to putting your trash out the day of pickup not earlier than 6am was to bring it to the baler yourself. Public Works Director

Samantha Greenwood said, yes, people can bring it to the baler during open hours instead. **Sherman** asked if this was year-round and also if having a bear proof container changed this. **Greenwood** said, yes, year-round, as ADF&G has said, there are other animals getting in trash, not just bears and on the bear-proof containers – it has been determined that there really are no such things. **Kinsman** asked if there are any shed-type structures that are considered bear-proof, that people could put their trash in.

Greenwood said they can put trash in those structures, just not before 6am on pickup day. **Jones** said he’d support. **Carpenter** asked about the language in the ordinance, she wondered why the word “outside” was not included. There was discussion about that, but no amendments were made to the language.

Meyer asked at what time the garbage needs to be out, i.e. what time is pickup? **Greenwood** said that pickup days are consistent for all areas, times are variable. The refuse department employees begin their day at 7am but will not usually pickup in residential neighborhoods until 8am at the earliest.

Vote on the motion: 6 yeas, 0 nays, 1 absent. Sherman-yes; Jones-yes; Kinsman-yes; Carpenter-yes; Bailer-yes; Meyer-yes; and Schaefer-absent. Motion was approved.

18. 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

- 1st reading

M/Sherman S/Carpenter to adopt 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

Sherman said she is in favor of this after reading all the documentation and reading Harbor Commission minutes and knowing the history she thinks there has been compromise and this is a reasonable solution, with the 16-month out as we plan for the future. **Carpenter** said she will echo what **Sherman** said. **Jones** said he is opposed to this, he thinks a lot of information was left out of this packet – information from 2012, 2015, 2022 and 2023 PIDP maps. He said there is not really any upside for the City to move this forward at this time. The Harbor Commission approved a resolution last week that recommends the City rehab the old airplane float and the only place it would fit would be in the location where this lease is.

M/Jones S/Bailer to refer to staff until the first October meeting.

Howarth said that staff has put an enormous amount of time and work on this. She said the PIDP grant does not include an airplane float and a net-mending float – it is certainly a desire of people in this community to have those two things but if we had included those 2 things in the PIDP grant, we would've been less competitive. Council has committed an additional \$4 million to complete the South Harbor and that means we do not have a penny to do anything extra on the North Harbor side. We are of course still actively looking for a grant that would support such improvements, because we understand the need and want for those. Staff at the USFS and at the City and Attorneys have spent a huge amount of time coming up with a compromise in the lease agreement that acknowledges the uncertainty of how we may proceed on the North side, how the USFS dock may or may not be in the way of improvements and we negotiated the 20 year lease with the 16-month notice for no reason at all to get out of the agreement. What we are missing out on is money – this lease will earn us \$10,000 per year, currently we are 2 years into a holdover on a \$1/year lease. **City Planner Johnson** asked Council not to refer to staff because he thinks the 2 items need to be thought of separately. We can approve this lease which in no way infringes on our ability to do further improvements on the North side – we can get out of these lease at any time in 16 months. **Sherman** will not vote to support a delay in this – this lease with the 16-month clause is the best thing we can do right now. **Jones** supports the motion to refer to staff – he thinks there is a need for the net-mending float conversation before approving this. The Harbor Commission resolution recommending the rehab of the old airplane float. He said the funding could come from the 2018 and 2020 disaster funding that the City will be receiving. **Howarth** said the existing airplane float has been deemed unrepairable by the engineers. **Bailer** asked if the 16-month clause alleviates any concerns for Shoreside Petroleum and what they want to build as part of the project on that side. **Johnson** said the preliminary designs show that there is more than 100 feet from where the Shoreside fueling station would be and the USFS dock. If we are awarded the grant and we get into the design phase and it is determined that there is location conflict, we will invoke the 16-month clause and ensure the USFS is out before construction starts. **Johnson** said the length of the lease really doesn't matter at all considering we have the 16-month clause. **Bailer** asked if the lease has an acceleration factor worked in, so the rate adjusts each year like some of our other leases have. **Johnson** said he inadvertently left that out of this lease, but he could still get it in for second reading, would not require Council to refer it to staff. **Kinsman** said he is in favor of referring back to staff – his idea was that this is valuable land, and he doesn't know if it has been discussed whether they can be in another location in the harbor. **Carpenter** said she will not support a motion to refer; she tries really hard to take staff's opinions into account, we pay them to do this work, do the due diligence and come to us with a recommendation. **Meyer** said she is leaning to not refer to staff, she does not believe there is more information needed, she's not sure what more staff could do.

Vote on the motion to refer to staff: 3 yeas, 3 nays, 1 absent. Schaefer-absent; Sherman-no; Jones-yes; Bailer-yes; Kinsman-yes; Meyer-no; and Carpenter-no. Motion to refer fails.

Council was back to discussing the main motion on approval of the ordinance.

Kinsman said he was not in favor, this is very valuable land/location – he said USFS had a sweetheart deal and we are setting them up with another sweetheart deal – thinks that space could generate better revenue and there are better opportunities for them to be elsewhere in the harbor. **Carpenter** urged Council member **Kinsman** to do the math – what could bring in \$10,000/year in that location? She thinks this is advantageous to the City. **Sherman** asked those who are not in support, would it be worth an amendment to shorten the term, though continue to include the 16-month clause? **Mayor Allison** asked **Bourgeois** if that would constitute a big enough change to the ordinance that it would have to come for first reading again. **Bourgeois** did not believe so, based on the “section 1” language in the ordinance which gives the manager leeway to still negotiate changes to the lease language even after approval of the ordinance. **Jones** said he won't support this even with a shorter term. **Bailer** asked about the Harbor Commission's opinion on this. **Johnson** pointed out page 77 of the packet which is a resolution of the Harbor Commission supporting a lease with a 16-month clause. **Bailer** said the 16-month clause he likes, he wants the increases based on inflation worked into the lease. Council suspended the rules to hear direct input from **Steve Namitz** of the USFS. There was a question about the need for security. **Namitz**

said he has law enforcement vessels and they do need secure space. **Namitz** said he has spoken with the state a little bit, but that is not what this is, they are looking for this dock in this space like they've had since 1965. **Meyer** said she was leaning toward supporting this, she wondered if the USFS had seriously looked into other accommodations in the harbor, such as with the state, she is frustrated that it seems like they have not looked into other options. She doesn't think she needs more information – she's in favor on first read and said we'll see where it goes. **Bailer** seemed to feel the same, he is willing to support on first reading knowing there is a second reading; he would like clarity from the Harbor Commission.

Vote on the motion: 4 yeas, 2 nays, 1 absent. Carpenter-yes; Sherman-yes; Bailer-yes; Meyer-yes; Schaefer-absent; Kinsman-no; and Jones-no. Motion was approved.

After the ordinance was approved, **Howarth** asked Council for good direction on what they want to see negotiated as changes to the lease terms. Council clearly supported annual CPI-based increases like other City leases have.

M. Unfinished Business – none

N. New & Miscellaneous Business

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

Jones asked for an action item concerning the Harbor Commission resolution that would be coming forward. City Clerk **Bourgeois** asked for clarification, usually when a recommendation from a board or commission comes forward to Council it would come as a report, under boards and commissions. If it is an agenda item, she said it was very unclear because the Harbor Commission resolution was vague. **Mayor Allison** agreed for it to be a discussion item.

O. Audience Participation

David Janka said it was very unfortunate that when the North Harbor was replaced, people were allowed to just take old parts of the docks. They were raw Styrofoam, well beyond their life span and people just hauled parts of docks off and placed them all across the sound, thinking they might use them someday. Styrofoam is plastic, it is hazardous to fish and wildlife – in some places it was anchored, without permits in State Parks. These docks and floats were not intended for where they were put, and they are being ripped apart. He also opined that the airplane float is well-beyond its life expectancy.

P. Council Comments

Carpenter appreciates staff's work.

Bailer expressed that sometimes we ask questions so the public can hear the answers.

Kinsman learned a lot tonight, had good citizen input. He said he resoundingly heard from the community in opposition to this lease and he must represent that.

Meyer said she is still on the fence in general about the lease.

Sherman said it was a good discussion, she tries to read Harbor Commission and other minutes when appropriate, she encourages others to do so too. She'd like to see public information put out on ordinances 1205 and 1206. Thanked **Dave Janka** for his report on RCAC. Housing Work Session at noon was great. She gave an update on the museum, lots of work being done by the Historical Society.

Q. Executive Session – none

R. Adjournment

Hearing no objection **Mayor Allison** adjourned the meeting at 9:24 pm.

Approved June 7, 2023

Attest: _____
Susan Bourgeois, City Clerk

CITY OF CORDOVA					
FUND SUMMARY					
FOR THE 4 MONTHS ENDING APRIL 30, 2023					
GENERAL FUND					
REVENUE	PY ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
TAXES	\$ 1,447,891.71	\$ 1,444,563.33	\$ 7,851,700.00	\$ 6,407,136.67	18.4
LICENSES & PERMITS	\$ (40.00)	\$ (2,015.00)	\$ 21,750.00	\$ 23,765.00	-9.3
OTHER GOVERNMENTAL	\$ 33,501.53	\$ 42,044.84	\$ 2,447,655.00	\$ 2,405,610.16	1.7
LEASES & RENTS	\$ 109,541.12	\$ 122,036.86	\$ 400,848.00	\$ 278,811.14	30.4
LAW ENFORCEMENT	\$ 86,145.15	\$ 195,911.12	\$ 426,587.00	\$ 230,675.88	45.9
D. M. V.	\$ 19,852.92	\$ 13,552.30	\$ 57,700.00	\$ 44,147.70	23.5
PLANNING	\$ 1,410.00	\$ 1,875.00	\$ 7,500.00	\$ 5,625.00	25
RECREATION	\$ 39,435.99	\$ 57,638.29	\$ 80,150.00	\$ 22,511.71	71.9
BOB KORN POOL	\$ 4,204.42	\$ 10,768.77	\$ 52,250.00	\$ 41,481.23	20.6
SALE OF PROPERTY	\$ 1,050.00	\$ 3,350.00	\$ 3,000.00	\$ (350.00)	111.7
INTERFUND TRANSFERS IN	\$ -	\$ 244,100.00	\$ 965,826.00	\$ 721,726.00	25.3
OTHER REVENUE	\$ 14,804.32	\$ 105,367.48	\$ 152,282.00	\$ 46,914.52	69.2
STATE DEBT SERVICE REIMBURSMEN	\$ 47,361.00	\$ 762,275.00	\$ 950,000.00	\$ 187,725.00	80.2
APPROPRIATION FROM RESERVE	\$ -	\$ -	\$ 167,538.00	\$ 167,538.00	0
	\$ 1,805,158.16	\$ 3,001,467.99	\$ 13,584,786.00	\$ 10,583,318.01	22.1
EXPENDITURES					
CITY COUNCIL	\$ 237.93	\$ 472.47	\$ 7,300.00	\$ 6,827.53	6.5
CITY CLERK	\$ 120,483.02	\$ 120,514.91	\$ 340,406.00	\$ 219,891.09	35.4
CITY MAYOR	\$ -	\$ 231.60	\$ 2,500.00	\$ 2,268.40	9.3
CITY MANAGER	\$ 131,538.87	\$ 208,769.62	\$ 676,688.00	\$ 467,918.38	30.9
FINANCE	\$ 194,166.95	\$ 189,294.28	\$ 512,095.00	\$ 322,800.72	37
PLANNING	\$ 47,928.98	\$ 52,374.33	\$ 153,037.00	\$ 100,662.67	34.2
PLANNING COMMISSION	\$ 995.86	\$ 601.67	\$ 1,500.00	\$ 898.33	40.1
DEPARTMENT OF MOTOR VEHICLES	\$ 26,880.88	\$ 30,831.54	\$ 62,791.00	\$ 31,959.46	49.1
LAW ENFORCEMENT	\$ 361,821.68	\$ 437,254.82	\$ 1,217,108.00	\$ 779,853.18	35.9
JAIL OPERATIONS	\$ 99,642.83	\$ 101,149.53	\$ 301,650.00	\$ 200,500.47	33.5
FIRE & EMS	\$ 177,226.71	\$ 163,599.91	\$ 531,496.00	\$ 367,896.09	30.8
DISASTER MANAGEMENT	\$ 4,102.21	\$ 3,177.13	\$ 15,000.00	\$ 11,822.87	21.2
LIBRARY*	\$ 214,023.97	\$ 122,969.17	\$ 479,129.00	\$ 356,159.83	25.7
CORDOVA CENTER	\$ -	\$ 11,839.23	\$ 147,396.00	\$ 135,556.77	8
MUSEUM*	\$ -	\$ 98,500.10	\$ 340,796.00	\$ 242,295.90	28.9
FACILITY UTILITIES	\$ 79,892.71	\$ 44,641.78	\$ 203,100.00	\$ 158,458.22	22
PUBLIC WORKS ADMINISTRATION	\$ 67,529.31	\$ 64,399.02	\$ 217,264.00	\$ 152,864.98	29.6
FACILITY MAINTENANCE	\$ 150,350.88	\$ 114,659.64	\$ 383,283.00	\$ 268,623.36	29.9
STREET MAINTENANCE	\$ 201,551.21	\$ 214,009.35	\$ 758,910.00	\$ 544,900.65	28.2
SNOW REMOVAL	\$ 46,833.88	\$ 30,193.49	\$ 74,916.00	\$ 44,722.51	40.3
EQUIPMENT MAINTENANCE	\$ 130,645.78	\$ 184,547.57	\$ 337,320.00	\$ 152,772.43	54.7
PARKS MAINTENANCE	\$ 46,060.15	\$ 72,594.15	\$ 420,982.00	\$ 348,387.85	17.2
CEMETERY MAINTENANCE	\$ 281.83	\$ 4,452.04	\$ 15,935.00	\$ 11,482.96	27.9
PARKS & REC ADMINISTRATION	\$ 1,660.94	\$ 110,518.22	\$ 262,555.00	\$ 152,036.78	42.1
RECREATION - BIDARKI	\$ 107,621.01	\$ 53,933.08	\$ 237,326.00	\$ 183,392.92	22.7
RECREATION - SWIMMING POOL	\$ 130,084.68	\$ 164,651.78	\$ 477,982.00	\$ 313,330.22	34.5
SKI HILL	\$ 23,881.18	\$ 41,483.92	\$ 122,100.00	\$ 80,616.08	34
NON-DEPARTMENTAL	\$ 225,725.62	\$ 280,083.70	\$ 877,613.00	\$ 597,529.30	31.9
LONG TERM DEBT SERVICE	\$ 391,487.50	\$ 367,362.50	\$ 1,715,100.00	\$ 1,347,737.50	21.4
INTERFUND TRANSFERS OUT	\$ -	\$ -	\$ 251,508.00	\$ 251,508.00	0
TRANSFERS TO OTHER ENTITIES	\$ 956,916.67	\$ 1,020,756.68	\$ 2,440,000.00	\$ 1,419,243.32	41.8
	\$ 3,939,573.24	\$ 4,309,867.23	\$ 13,584,786.00	\$ 9,274,918.77	31.7
*Combined in FY22 under InfoServices					
	\$ (2,134,415.08)	\$ (1,308,399.24)	\$ -	\$ 1,308,399.24	0

CITY OF CORDOVA						
FUND SUMMARY						
FOR THE 4 MONTHS ENDING APRIL 30, 2023						
REVENUE		PY ACTUAL	YTD ACTUAL	BUDGET	VARIANCE	PCNT
101	GENERAL FUND	\$ 1,805,158.16	\$ 3,001,467.99	\$ 13,584,786.00	\$ 10,583,318.01	22.1
104	CITY PERMANENT FUND	\$ (1,104,355.42)	\$ 312,682.89	\$ -	\$ (312,682.89)	0
203	FIRE DEPT. VEHICLE ACQUISITION	\$ 14,436.32	\$ 24,065.40	\$ -	\$ (24,065.40)	0
205	VEHICLE REMOVAL/IMPOUND FUND	\$ 50.00	\$ -	\$ -	\$ -	0
333	COVID-19	\$ (279,651.37)	\$ -	\$ -	\$ -	0
335	ARPA - CLFRF	\$ 667,209.54	\$ -	\$ -	\$ -	0
401	GENERAL PROJ & GRANT ADMN	\$ 121,926.45	\$ 79,394.47	\$ -	\$ (79,394.47)	0
502	HARBOR ENTERPRISE FUND	\$ 217,273.25	\$ 148,650.58	\$ 1,772,647.00	\$ 1,623,996.42	8.4
503	SEWER ENTERPRISE FUND	\$ 288,172.13	\$ 282,912.07	\$ 923,166.00	\$ 640,253.93	30.7
504	WATER ENTERPRISE FUND	\$ 185,820.59	\$ 189,691.77	\$ 884,417.00	\$ 694,725.23	21.5
505	REFUSE ENTERPRISE FUND	\$ 325,271.66	\$ 314,186.79	\$ 1,507,637.00	\$ 1,193,450.21	20.8
506	ODIAK CAMPER PARK	\$ 2,242.50	\$ 3,369.25	\$ 65,060.00	\$ 61,690.75	5.2
602	HARBOR & PORT PROJECTS	\$ -	\$ 942,953.84	\$ -	\$ (942,953.84)	0
655	ACWF#261171-S LOAN MILE17 EQU	\$ -	\$ 500,000.00	\$ -	\$ (500,000.00)	0
702	HARBOR RESERVE FUND	\$ 250,610.06	\$ 362,176.76	\$ -	\$ (362,176.76)	0
805	LANDFILL CLOSURE RESERVE FUND	\$ 72.82	\$ 132.86	\$ -	\$ (132.86)	0
810	HEALTH INTERNAL SERVICE FUND	\$ 413,602.92	\$ 42,159.74	\$ -	\$ (42,159.74)	0
		2,907,839.61	\$ 6,203,844.41	\$ 18,737,713.00	\$ 12,533,868.59	\$ 33.10
EXPENDITURES						
101	GENERAL FUND	\$ 3,939,573.24	\$ 4,309,867.23	\$ 13,584,786.00	\$ 9,274,918.77	31.7
203	FIRE DEPT. VEHICLE ACQUISITION	\$ 1,333.66	\$ 1,424.92	\$ -	\$ (1,424.92)	0
205	VEHICLE REMOVAL/IMPOUND FUND	\$ 1,028.52	\$ 2,496.22	\$ -	\$ (2,496.22)	0
333	COVID-19	\$ 17,436.24	\$ -	\$ -	\$ -	0
335	ARPA - CLFRF	\$ 20,599.46	\$ 292,884.05	\$ -	\$ (292,884.05)	0
336	ARPA - LSTA GRANTS	\$ 36,349.69	\$ 19,789.84	\$ -	\$ (19,789.84)	0
401	GENERAL PROJ & GRANT ADMN	\$ 185,797.86	\$ 21,155.23	\$ -	\$ (21,155.23)	0
502	HARBOR ENTERPRISE FUND	\$ 283,948.85	\$ 442,153.00	\$ 1,772,647.00	\$ 1,330,494.00	24.9
503	SEWER ENTERPRISE FUND	\$ 194,508.03	\$ 305,141.50	\$ 923,166.00	\$ 618,024.50	33.1
504	WATER ENTERPRISE FUND	\$ 192,685.57	\$ 252,757.85	\$ 884,417.00	\$ 631,659.15	28.6
505	REFUSE ENTERPRISE FUND	\$ 217,568.22	\$ 320,181.49	\$ 1,507,637.00	\$ 1,187,455.51	21.2
506	ODIAK CAMPER PARK	\$ 11,945.02	\$ 7,201.55	\$ 65,060.00	\$ 57,858.45	11.1
602	HARBOR & PORT PROJECTS	\$ -	\$ 2,237,554.00	\$ -	\$ (2,237,554.00)	0
655	ACWF#261171-S LOAN MILE17 EQU	\$ 319,545.55	\$ -	\$ -	\$ -	0
702	HARBOR RESERVE FUND	\$ 80,409.56	\$ 69,426.30	\$ -	\$ (69,426.30)	0
703	SEWER RESERVE FUND	\$ 219,586.24	\$ 2,180.00	\$ -	\$ (2,180.00)	0
704	WATER RESERVE FUND	\$ 5,170.65	\$ -	\$ -	\$ -	0
810	HEALTH INTERNAL SERVICE FUND	\$ 441,542.93	\$ 448,587.36	\$ -	\$ (448,587.36)	0
		\$ 6,169,029.29	\$ 8,732,800.54	\$ 18,737,713.00	\$ 10,004,912.46	46.6
		\$ (3,261,189.68)	\$ (2,528,956.13)	\$ -	\$ 2,528,956.13	0
	33 % OF THE FISCAL YEAR HAS ELAPSED					

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

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

What gets published in Council packets as Correspondence?

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

What does not get published in Council packets as Correspondence?

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

More information about items not subject to publication:

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

Suggestions concerning correspondence:

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

Susan Bourgeois

From: James Burton <james.burton@ymail.com>
Sent: Friday, May 5, 2023 9:07 PM
To: Tony Schinella; Susan Bourgeois
Subject: Aircraft float comments

Hi there, comment time again...

I see that there's a proposal in the harbor commission packet for relocating / renovating the aircraft float. I support having an airplane dock for various reasons. We could very well be on the verge of seeing herring stocks supporting a sac roe fishery in PWS again, and we'll need all the float plane space we can get. Additionally, winter flights and contracted survey work have required some of our locally piloted floatplanes to be in the water during times that Eyak Lake is frozen over. Lastly, the aircraft float does become a catch all for gillnet and seine repair mid season - and we do not want this happening on the drive down float when the south harbor is rebuilt.

I support the effort to rebuild or replace it. Make it an aircraft prioritized yet combination net repair facility and place it in the north harbor where the USFS dock is. Move the USFS vessels to the State dock. Let them retain the warehouse at the top of the dock if they so desire, but they also have a warehouse on center drive. It's a little silly that we're the only harbor in the State of Alaska with private docks (except maybe Sitka) for Government vessels. I'm fairly certain everyone knows I'm pro law enforcement and support both USFS and AWT enforcement efforts - but this is the reality we face with a limited harbor basin size and a thousand boats crammed into it. We need room for harbor improvements and upland support area. This corner in the north harbor is the only area left for service expansion - and it's pretty hard to articulate a reason we need two private docks when one can fit all of the Government vessels.

Thanks,
James

Susan Bourgeois

From: James Burton <james.burton@ymail.com>
Sent: Friday, May 5, 2023 9:10 PM
To: Susan Bourgeois
Subject: comments

Hi Susan,

I sent that last e mail with the hope that it would get forwarded to all harbor commissioners. If it is forwarded on to Council as a resolution I would then like my comments to go to Council members.

Thanks!
James

Susan Bourgeois

From: R M <boswellbay@gmail.com>
Sent: Saturday, May 13, 2023 11:05 AM
To: Susan Bourgeois
Subject: Net mending float

I feel the net mending float is a vital part of the harbor infrastructure and would directly impact fishermen, as well as net menders ability to earn a living. Having an area to mend gear quickly and efficiently is crucial for a fishery that has a relatively short window of opportunity in a fast paced industry.

The State and federal entities should be able to share one dock. I'm hoping a solution can be worked out to appease all parties involved.

Sincerely Randy W. Merritt

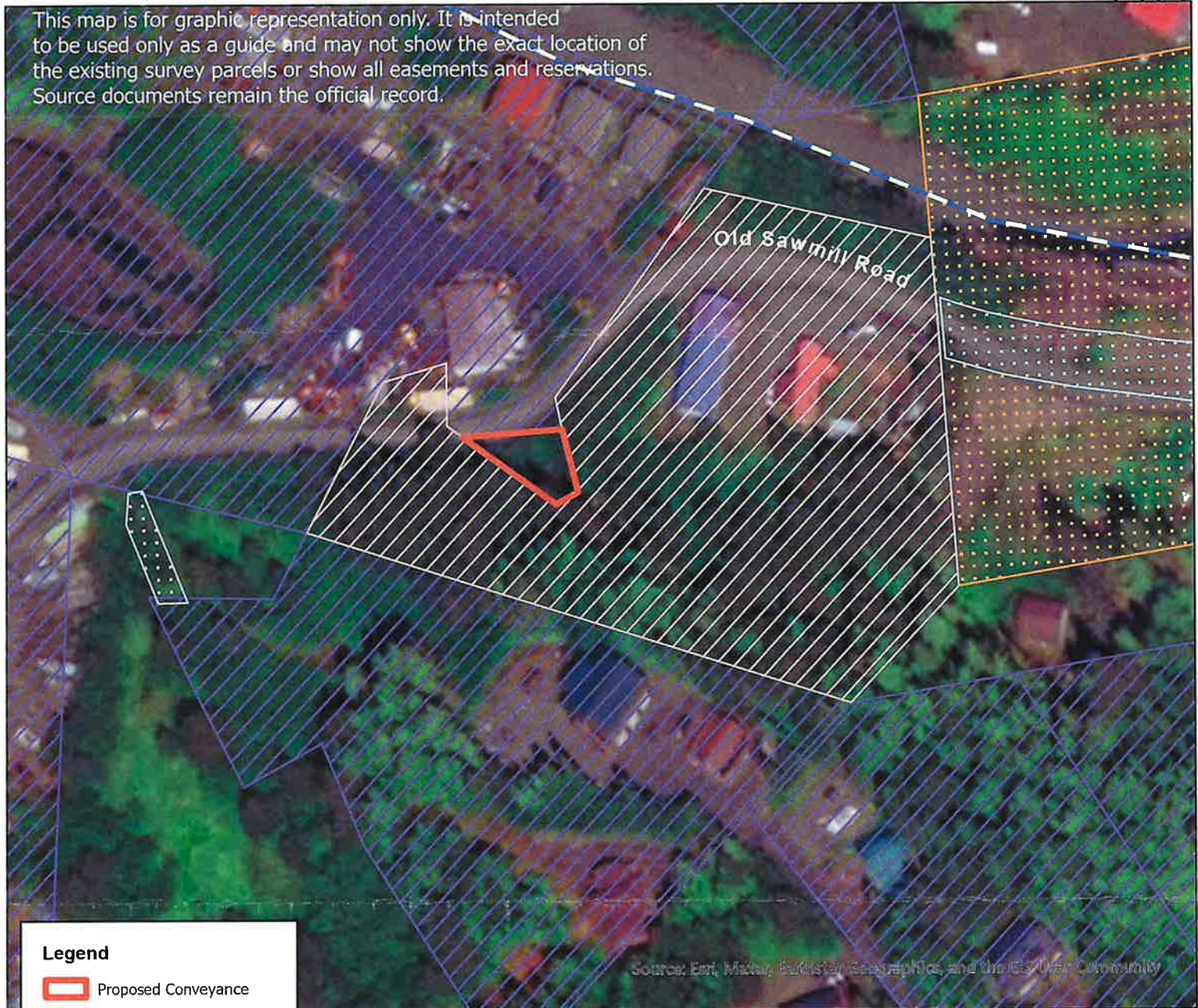
Sent from my iPhone



Rebekah Chapek
ADL 233873

Attachment A: Vicinity Map Proposed Noncompetitive Sale Pursuant to AS 38.05.035(b)(7)

This map is for graphic representation only. It is intended to be used only as a guide and may not show the exact location of the existing survey parcels or show all easements and reservations. Source documents remain the official record.



Legend

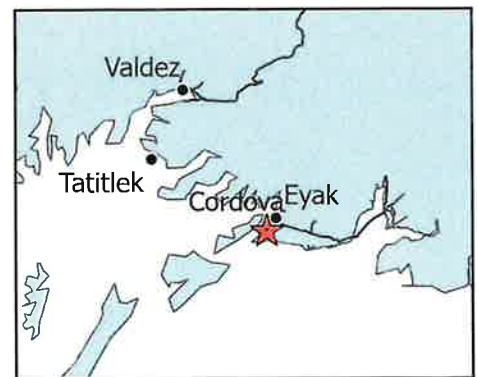
- Proposed Conveyance
- Land Owned by Applicant
- Private Land
- University Land
- Easements
- Anadromous Streams

0 250 500 Feet

**Section 32, Township 15 South,
Range 3 West, Copper River Meridian**

JK 1/10/23

USGS QUAD 1:63,360
Cordova C-5
For more information contact:
John King
Department of Natural Resources
Division of Mining, Land, and Water
Land Conveyance Section
Phone: 907-465-3511
Fax: 907-500-9011
Email: john.king@alaska.gov



STATE OF ALASKA,
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER

ATTACHMENT B: PUBLIC NOTICE

**Requesting Input for Proposed Noncompetitive Sale to
Preference Right Applicant - ADL 233873
AS 38.05.035(b)(7)**

COMMENT PERIOD ENDS 5:00 PM, THURSDAY, JUNE 15, 2023

The Alaska Department of Natural Resources (DNR), Division of Mining Land and Water (DMLW), Land Conveyance Section (LCS) is conducting a public notice for a noncompetitive land sale located near Three Mile Bay along Old Sawmill Bay Road, approximately 1.75 miles southwest of downtown Cordova. The property description for the parcel is:

An unsurveyed parcel containing approximately 0.064 acres, more or less, located within Section 32, Township 15 South, Range 3 West, Copper River Meridian. This parcel is adjoining and bounded on the south, east, and west by Lot 44, U.S. Survey No. 3601, and adjoining and bounded on the north by Alaska Tidelands Survey No. 103, filed under Plat Book 1, Page 19, Cordova Recording District, Third Judicial District, State of Alaska.

To obtain the notice, Preliminary Decision (PD), or instructions on submitting comment, go to <http://dnr.alaska.gov/mlw/landsale/> or <http://aws.state.ak.us/OnlinePublicNotices/>. For assistance in obtaining the documents by an alternative method, to request auxiliary aids, services, or special accommodations, contact DNR's Public Information Centers on State work days, Monday through Friday, between 10:00 AM and 5:00 PM in Anchorage at (907) 269-8400 or Fairbanks at (907) 451-2705 or the Southeast Land Office in Juneau at (907) 465-3400 or TTY: 711 for Alaska Relay or 1-800-770-8973 or go to <http://dnr.alaska.gov/commis/pic/> for additional contact information. Individuals who require special assistance must request assistance from the Public Information Center in Anchorage no later than 5:00 PM, Thursday, June 8, 2023.

Pursuant to AS 38.05.945 Notice, the public is invited to submit comments on the Preliminary Decision. **The deadline for public comment is 5:00 PM, THURSDAY, JUNE 15, 2023.** Only persons from whom DNR DMLW LCS receives timely, written comment during the identified comment period will be eligible to file an appeal of the Final Finding and Decision (FFD). Written comment may be received by fax, email, or postal mail. To submit comments or for direct inquiries, contact John King by mail at P.O. Box 111020 Juneau, AK 99811, or by fax at (907) 500-9011 or by email at john.king@alaska.gov. If you have questions, call John King at (907) 465-3511.

If no significant change is required, the PD, including any minor changes and a summary of comments and responses, will be issued as the FFD without further notice. A copy of the FFD will be sent to any persons who commented timely on the PD.

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



COPPER RIVER WATERSHED PROJECT

≈Upriver and down, salmon are common ground≈

Copper River Highway Culvert Construction Announcement May 25, 2023

Pardon the traffic while we improve fish passage on the Copper River Delta! The Copper River Watershed Project would like community members and organizations to know between June 1 and the end of August crews from Wilson Construction will be replacing two undersized, restrictive culverts with fish-friendly culverts.

Culvert "Cop1" located at Copper River Highway milepost 12.7 will be completed first and is unlikely to cause complete road closures, however there may be delays passing through the site at certain project milestones. "Cop 33" located at Copper River Highway milepost 20.6 will need road closures at times for completion which is currently anticipated to be mid-July. Announcements will be made closer to closures to allow you time to prepare, and closures are limited to either 3 consecutive 12-hour closures or a single 36-hour closure. Please help us keep the crews safe and mind slower speed limits through construction sites.

These projects are part of a multi-year effort to remove 13 culverts on the Copper River Delta that limit fish passage to upstream habitat initiated with funding by Exxon Valdez Oil Spill Trustee Council. The two culverts to be replaced this summer are number 8 and 9 in this effort and will open up 4.7 stream miles and over 12 acres of lake access to Coho Salmon, Coastal Cutthroat Trout and other aquatic organisms on the Copper River delta.

Damaged and degraded culverts can be a barrier for access to habitat for spawning salmon and rearing habitat for juvenile fish that need to move throughout the system sometimes for several years before they are ready to head to the ocean. Your support has been an important part of getting the fish back to habitat and for ensuring the health of our waterways in the Copper River watershed. A watershed that supports more fish means more resources for subsistence users, the commercial fishery, and generally supports the longevity and vitality of this region.

This project is part of a larger fish passage partnership between local and regional entities including: Alaska Department of Fish & Game, Alaska Department of Transportation & Public Facilities, The Eyak Corporation, Native Village of Eyak, NOAA, Trout Unlimited, U.S. Forest Service, and U.S. Fish & Wildlife Service. Funding for construction is from Alaska Sustainable Salmon Fund, Exxon Valdez Oil Spill Trustee Council, Trout Unlimited, and Western Native Trout Initiative.

Please contact Copper River Watershed Project's Program Director, Kate Morse, with any questions or concerns about the project.

Board of Directors

Matt Piché, President, Cordova
Nelly Hand, Vice Pres., Cordova

Lishaw Lincoln, Secretary, Copper Center
Caitlin McKinstry, Treasurer, Cordova

Kate Wilson, Copper Center
Steve Richards, Cordova

Sunshine Meitzner, Glennallen
Tenley Nelson, McCarthy



COPPER RIVER WATERSHED PROJECT

≈Upriver and down, salmon are common ground≈

Images from construction in 2020.



Project Contact:

Kate Morse, Program Director

kate@copperriver.org

(907)424-3334

P.O. Box 1560, Cordova, AK 99574

TEL 907.424-3334

WEB copperriver.org

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Steve Richards, Cordova

Sunshine Meitzner, Glennallen
Tenley Nelson, McCarthy



Agenda Item 15
City Council Meeting Date: 5/17/2023
City Council Communication Form

FROM: Susan Bourgeois, CMC, City Clerk
DATE: 05/25/2023
ITEM: Ordinance 1205
ACTION: Amending CMC 14.24 City cemeteries

☒ Ordinance
☐ Resolution

☐ Motion
☐ Information

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

II. RECOMMENDED ACTION: adoption of Ordinance 1205, public hearing and second reading on 6/7/23

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.

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- 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.

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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: June 7, 2023

PASSED AND APPROVED THIS 7th DAY OF JUNE 2023.

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

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AGENDA ITEM # 16
City Council Meeting Date: 6/7/2023
CITY COUNCIL COMMUNICATION FORM

FROM: Samantha Greenwood, Public Works Director

DATE: 5/31/23

ITEM: Ordinance 1206 amendments to refuse code 14.20 – Second Reading

NEXT STEP: Review Ordinance for Approval

☒ ORDINANCE
☐ RESOLUTION

☐ INFORMATION
☐ MOTION

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. From first reading the only edit herein is adding a change to section title in the associated 1.28 chapter of code.

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" AND AMENDING SECTION 1.28.085 C MINOR OFFENSE FINE SCHEDULE BY CHANGING THE TITLE OF THE REFERENCE TO 14.20.090 THERE, AS WELL, TO 14.20.090 CONTAINERS-PLACEMENT

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; and

WHEREAS, it is also best practice to change the part of section 1.28.085 C referring to 14.20.090 to the new title of 14.20.090 Containers-Placement.

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.

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

"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 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)

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)

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

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. Cordova Municipal Code Section 1.28.085 is hereby amended to read as follows:

1.28.085 Minor offense fine schedule.

- A. A person cited for an offense for which a fine is established in subsection C. of this section may mail or personally deliver to the clerk of court the amount of the fine indicated on the citation for the offense plus any surcharge required to be imposed by AS 29.25.074, together with a copy of the citation signed by the person indicating the person's waiver of court appearance, entry of plea of no contest, and forfeiture of the fine. A citation for a scheduled offense may be mailed or personally delivered within fifteen days after the date of the citation. The payment of a fine under this subsection shall be treated as a judgment of conviction. The fine paid is complete satisfaction for the offense.
- B. If a person cited for an offense for which a fine amount is established in subsection C. of this section appears in court to contest the citation and is found guilty, the maximum sentence which may be imposed is the scheduled fine amount plus any surcharge required to be imposed by AS 29.25.074.
- C. The following violations of this code are amenable to disposition without court appearance upon payment of a fine in the amount listed below:

CODE REF.	CODE TITLE	FINE PER DAY
14.20.090	Containers-Location <u>Placement</u>	\$75.00

Section 3. 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: June 6, 2023

PASSED AND APPROVED THIS 7th DAY OF JUNE 2023.

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

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



AGENDA ITEM # 17
City Council Meeting Date: 6/7/23
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, City Planner

DATE: 6/7/23

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

NEXT STEP: Decision on Adoption of Ordinance 1207

☒ ORDINANCE
☐ RESOLUTION

☐ INFORMATION
☐ MOTION

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. Rent would be adjusted annually based on the change of the Consumer Price Index (CPI), however no decrease in rent will occur if there is a negative CPI.

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 in 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.

3/17/23 – At the Harbor Commission regular meeting, the commission passed resolution 03-23-01 (**Attachments H**) supporting a USFS lease with the inclusion of a 16-month termination clause. Involving the Harbor Commission at this level of lease negotiations is not required, 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.

5/17/23 – City Council held the first reading of Ordinance 1207 at which they passed a motion 4-2 to approve the ordinance for a public hearing and second reading with the assumption that the lease would be modified to include an annual rent increase. This approval followed a failed 3-3 motion to refer the item back to staff requesting additional background information be provided.

Staff reached out to the Forest Service following the Council meeting and renegotiated the lease to include an annual CPI rent increase.

Based on direction from the City Manager, the term was left at 20 years as the lease includes a termination clause that allows for the City to terminate the lease at any time for any reason with 16 months’ notice. This 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 (lease updated from the attachment presented at the 5/17/23 meeting to include annual rent adjustment)
- 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: June 7, 2023

PASSED AND APPROVED THIS 7th DAY OF JUNE 2023.

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

06/01/2023

LEASE NO.

12010923L0103

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

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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

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

Exhibit A - Plat 93-2

NOTES:

RECORD INFORMATION TAKEN FROM THE FOLLOWING SOURCES:

PLAT OF ALASKA TIDELANDS SURVEY NO. 220, CORDOVA, ALASKA (APPROVED 2-24-84)
 PLAT OF CORDOVA INDUSTRIAL PARK, CORDOVA, AK; PLAT #65-304 (REC. 10-26-85)
 PLAT OF TIDEWATER DEVELOPMENT PARK, CORDOVA, AK; PLAT #68-414 (REC. 12-16-88)
 REPLAT OF BLOCK 2, TIDEWATER DEVELOPMENT PARK, CORDOVA, AK; PLAT #71-81 (APPROVED 12-21-90)
 SUBDIVISION OF BLOCK NO. 2, CORDOVA, AK, CORDOVA INDUSTRIAL PARK, CORDOVA, AK; PLAT #75-556, (REC. 10-2-95)
 PLAT OF TIDEWATER DEVELOPMENT PARK LOTS 1 THROUGH 11 BLOCK 7, CORDOVA, AK; PLAT #81-7 (REC. 12-28-83)
 PLAT OF NORTH HILL DEVELOPMENT PARK, CORDOVA, AK; PLAT #86-6 (REC. 8-14-88)
 SUBDIVISION OF LOTS 14 & 18 OF BLOCK 2, CORDOVA INDUSTRIAL PARK, CORDOVA, AK; PLAT #88-3 (REC. 7-13-88)
 AK, DNR STATUS PLAT, SUPPL. SEC. 21.22, 21.28, 1155 R3N, C.R.M., AK. 8-1-92

COARDING THIS PLAT:

THE BASIS OF BEARING IS CALCULATED FROM RECORD DATA, PLAT #68-414, TIDEWATER DEVELOPMENT PARK.

THIS PLAT VACATES ALL EASEMENTS AND LOTS CREATED BY PLAT #1-7, THE SOUTHERLY RIGHT-OF-WAY OF BREAKWATER AVENUE IS INCREASED FROM 28.14' TO 30.00' IN WIDTH.

THIS PLAT CREATES A PARKING AND PEDESTRIAN EASEMENT 15' IN WIDTH WITHIN BLOCK 7A ADJACENT TO AND SOUTHERLY OF THE BREAKWATER AVENUE RIGHT-OF-WAY.

MONUMENT "A" ON BREAKWATER AVENUE LIES S. 64°50' W. 0.30 FT. FROM THE RECORD POSITION REPORTED BY PLATS #65-304, #68-414, & #1-7. MONUMENT "A" APPEARS TO BE A REPLACEMENT OF THE ORIGINAL MONUMENT. NO RECORD OF SUCH A REPLACEMENT HAS BEEN FOUND.

MONUMENT "B" ON BREAKWATER AVENUE LIES S. 19°20'37" W. 1.95 FT. FROM THE BRASS CAP RECORD POSITION REPORTED BY PLAT #1-7. ALTHOUGH IT APPEARS TO REPLACE THE ORIGINAL MONUMENT, NO RECORD OF SUCH A REPLACEMENT HAS BEEN FOUND.

THE RELATIONSHIP (SEE PLAT DETAILS) BETWEEN THE EXISTING MONUMENTS ON BREAKWATER AVENUE INDICATES THESE MONUMENTS MAY HAVE BEEN DISTURBED.

THE HARMONY WITH THE ORIGINAL TIDEWATER DEVELOPMENT PLAT AND THE PROCEDURE UTILIZED BY PLAT #86-6, THE RECORD MONUMENT AT COUNCIL AND RAILROAD AVENUES WAS USED TO RE-ESTABLISH THE BREAKWATER AVENUE CENTERLINE.

THE MEASUREMENTS BETWEEN LOT 5A BLOCK 3 AND LOT 3 BLOCK 7A WERE ESTABLISHED AT MEAN HIGH WATER.

THIS SUBDIVISION IS SERVICED BY CITY WATER & SEWER.

THE SOUTH 35 FEET OF LOT 4 BLOCK 3 IS INCLUDED IN LOT 5A. THE NORTH 15' OF LOT 4 BLOCK 3 BECOMES LOT 4A (NOT MONUMENTED). LOT 4A CONTAINS 380.3 SQ. FT. LOT 4A IS BEING COMBINED WITH LOT 3 BLOCK 3 IN A CONCURRENT PLATING ACTION.

END

- ROAD CENTERLINE
- RIGHT-OF-WAY OR PROPERTY BOUNDARY
- ALASKA TIDELANDS SURVEY BOUNDARY
- PLAT BOUNDARY
- GUARDRAIL
- SANITARY SEWER EASEMENT
- CENTERLINE SANITARY SEWER
- BLOCK NUMBER
- LOT NUMBER

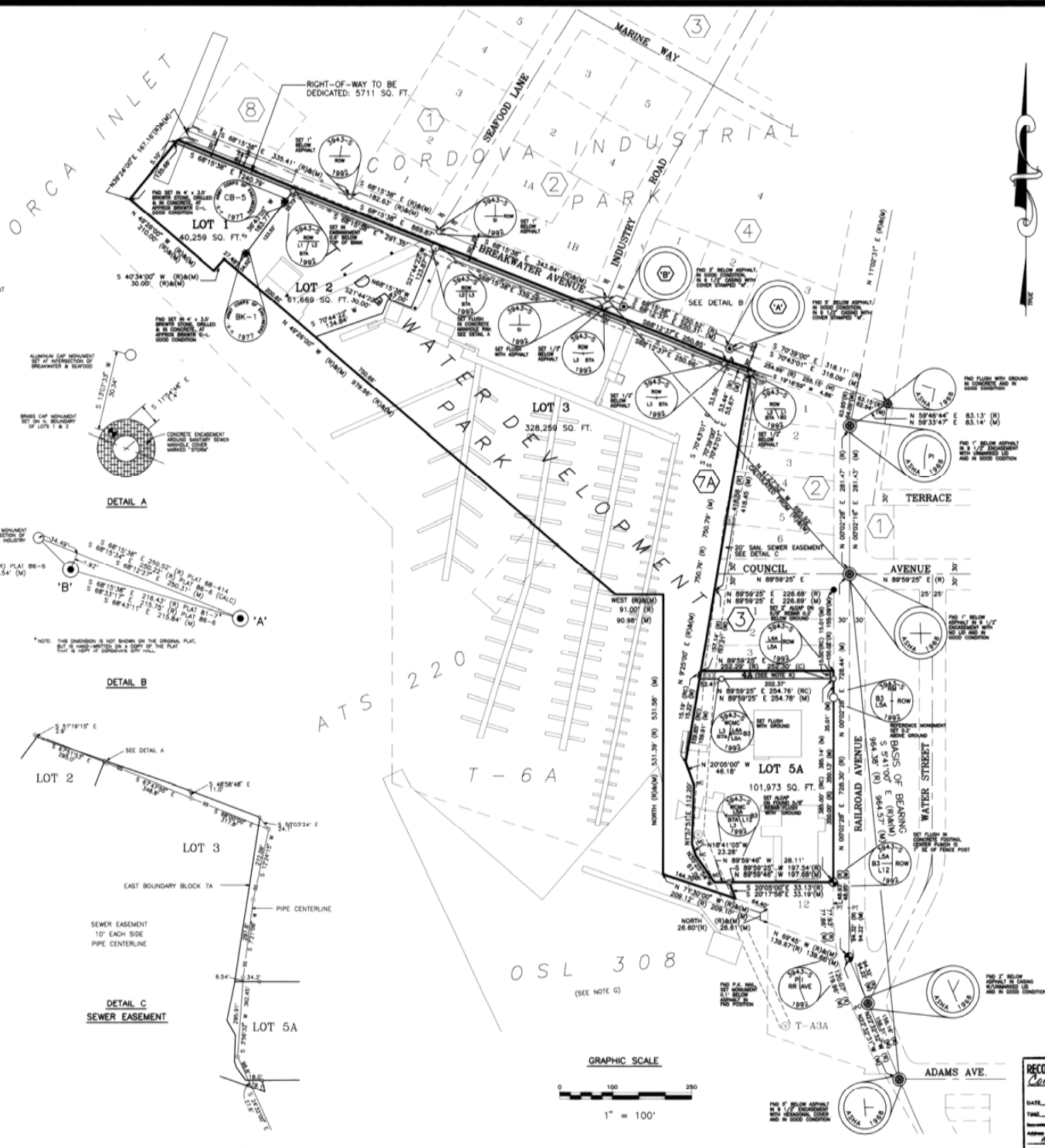
- RECOVERED U.S. ARMY CORPS OF ENGINEERS 3 1/4" BRASS CAP MONUMENT
- RECOVERED ASHA 2 1/2" BRASS CAP MONUMENT
- RECOVERED ASHA 2 1/2" BRASS CAP MONUMENT IN STEEL MONUMENT CASING
- RECOVERED 3/4" REBAR IN STEEL MONUMENT CASING
- RECOVERED 2 1/2" IRON PIPE
- SET 2 1/2" BRASS CAP MONUMENT
- SET 3 1/4" ALUMINUM CAP MONUMENT ON 2 1/2" X 30" ALUMINUM PIPE
- SET 2" ALUMINUM CAP MONUMENT ON 5/8" X 30" REBAR
- UTILITY POLE
- SANITARY SEWER MANHOLE
- RECORD INFORMATION, PLAT #68-414
- CALCULATED FROM RECORD PLAT #68-414
- MEASURED
- MEANDER CORNER

RECORD INFORMATION, PLAT #68-414

BY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME UNDER MY SUPERVISION, THAT THE MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THAT ALL DIMENSIONS AND OTHER DETAILS ARE CORRECT.

DATE: 10-25-93

PLAT NUMBER: 93-2



CERTIFICATE OF OWNERSHIP AND DEED

I (WE) HEREBY CERTIFY THAT I (AM (WE ARE)) THE OWNER (OWNERS) OF THE DESCRIBED HEREON, AND THAT I (WE) HEREBY AGREE TO DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, UTILITY SPACES TO PUBLIC USE.

FOR LOTS 5-11, BLOCK 3 TIDEWATER DEVELOPMENT PARK

TO LOT 5A BLOCK 3 TIDEWATER DEVELOPMENT PARK

NOTARY ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th DAY OF 3/4/94

NOTARY PUBLIC

FOR LOT 4 BLOCK 3, LOTS 1-11 BLOCK 7 TIDEWATER DEVELOPMENT PARK (PLAT #81-7)

TO LOTS 1-3 BLOCK 7A AND LOT 4A BLOCK 7 TIDEWATER DEVELOPMENT PARK

NOTARY ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 11th DAY OF 9-2-94

NOTARY PUBLIC

TAX CERTIFICATION

ALL REAL PROPERTY TAXES LEVIED BY THE CITY OF CORDOVA HAVE BEEN PAID THROUGH 12/31

PLAT APPROVAL

THIS PLAT, HAVING BEEN APPROVED BY THE CITY OF CORDOVA, IS HEREBY ACCEPTED AS THE OFFICIAL PLAT, SUBJECT TO THE REQUIREMENTS OF ORDINANCES AND LAW PERTAINING TO THE SAME.

CITY MANAGER

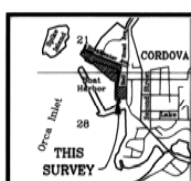
CITY CLERK

CERTIFICATE OF ACCEPTANCE

THE CITY OF CORDOVA HEREBY ACCEPTS FOR PUBLIC USE THE REAL PROPERTY DEDICATED ON THIS PLAT, INCLUDING, BUT NOT LIMITED TO, STREETS, ALLEYS, WALKS, PARKS, UTILITY THOROUGHFARES, TRAILS, PARKS, AND PUBLIC AREAS SHOWN THEREON.

DATED AT CORDOVA, ALASKA THIS 2-1

ATTEST: CITY CLERK



93-2
 RECORDED - FILED 20-
 Cordova, AK. 088
 DATE: 3/2/94
 TIME: 1:45 PM
 BY: ELIZABETH DEAN
 ADDRESS: 4225 23RD AVENUE WEST
 SEATTLE, WA 98199

VICINITY MAP
 A PLAT
 LOTS 1, 2, & 3
 AND LOTS 4A &
 TIDEWATER DEVELOPMENT PARK
 A RESUBDIVISION OF BLOCK 7 TIDEWATER DEVELOPMENT PARK
 LOCATED WITHIN SECTIONS 31 & 32
 CONTAINING APPROXIMATELY 15.44 ACRES
 ROBERT T. KEANE
 14510 Ahdena Circle, Anchorage, Alaska
 PREPARED FOR:
 NORTHEAST SEAFORD, INC.
 4225 23RD AVENUE WEST
 SEATTLE, WA 98199
 SCALE:
 1" = 10'
 SURVEY DATE:
 6-98/7-

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 3rd 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 4th 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 7-103
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 Facilitation 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 a period of 50 years under~~
and of the Lessor, be renewed for a period of 50 years under
~~the terms and conditions herein specified, provided notice be given in writing~~
to the Lessor at least one (1) year ~~before this lease expires.~~
otherwise expire: ~~the term of this lease shall be extended for another 50-year period unless written notice is received by the Lessor at least one (1) year before the expiration of the first 50-year period.~~

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, together with all improvements thereon, for the term of years therein expressed, subject to the conditions herein set forth. The Lessor reserves the right at reasonable times to enter and inspect the premises, and to make such repairs and improvements as may be necessary to maintain the premises in good condition.

10. If the premises are destroyed by fire or other casualty, this lease shall immediately terminate, and the Lessor shall be relieved of all obligations hereunder. If the premises are damaged by fire or other casualty, the Lessor shall have the right to repair or replace the same, and the Lessee shall be obligated to pay the cost of such repairs or replacement. If the premises are damaged by fire or other casualty, the Lessor shall have the right to terminate the lease at any time, and the Lessee shall be obligated to pay the cost of such repairs or replacement.

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

(Witness)

/s/ David Muma
City Manager

Lessee

UNITED STATES OF AMERICA,

By W. H. Johnson

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

(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 9th, 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 9th, 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

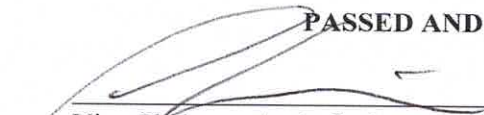
WHEREAS, the Harbor Commission and Harbor and Port Department are constantly assessing and reassessing possibilities of reconfiguration and/or expansion of Harbor infrastructure; and

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

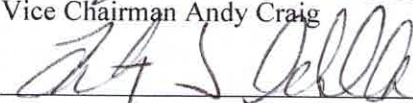
WHEREAS, discussions lately between City Staff and USFS Staff have been agreeable and both sides understand that the future may bring altered docks, floats and could even include establishment of ancillary businesses within the harbor boundaries and both are committed to revisit the lease if a need arises 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

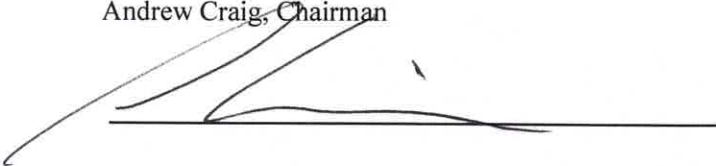
WHEREAS, the Harbor Commission has recently reviewed conceptual drawings for the 2023 PIDP grant submission, that will reconfigure the North Harbor uplands; and

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

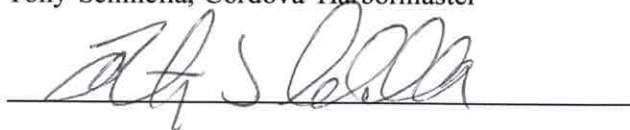
NOW, THEREFORE, BE IT RESOLVED, that the Harbor Commission of the City of Cordova, Alaska, recommends Cordova City Council approve a USFS lease, with the sixteen-month termination clause

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

Andrew Craig, Chairman



Tony Schinella, Cordova Harbormaster



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

Susan Bourgeois

From: Ken Jones
Sent: Tuesday, May 16, 2023 7:58 PM
To: Susan Bourgeois; Helen Howarth; David Allison
Subject: USFS documents
Attachments: cid1DDDE4A5-4464-4572-BABE-40F47F132E0B.jpeg; Seward Law enforcement boat parking question .pdf; RE Law enforcement boat parking question .pdf

Please distribute this information in a manner that doesn't violate the open meetings rules, but this information is pertinent to the upcoming meeting and will be distributed there regardless. However, it would be helpful for council members to have this information ahead of the meeting for reference purposes and to do their own research-should they desire.

2012 harbor and waterfront master plan

<https://www.cityofcordova.net/wp-content/uploads/2020/12/02-13-13-HC-Agenda-Packet.pdf>

2022 PIDP approved drawings

<https://www.cityofcordova.net/wp-content/uploads/2022/04/04-20-22-Regular-City-Council-Meeting-Packet.pdf>

2023 PIDP approved drawings

<https://www.cityofcordova.net/wp-content/uploads/2023/04/04-4-23-HC-Special.pdf>

5/10/23 Harbor commission resolution -

<https://www.cityofcordova.net/wp-content/uploads/2023/05/05-10-23-HC-Regular.pdf>

2018/2020 disaster spend plan draft

https://www.adfg.alaska.gov/static/fishing/pdfs/2018_2020_copper_pws_salmon_initial_draft_spend_plan.pdf

2015 USFS lease resolution from harbor commission

<https://www.cityofcordova.net/wp-content/uploads/2020/12/11-09-15-HC-Regular.pdf>

Whittier USFS parking photo - May 5th 2023

Seward response

Juneau response

- Kenneth B Jones

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From: Harbor Master harbormaster@cityofseward.net
Subject: RE: Law enforcement boat parking question
Date: May 13, 2023 at 8:43:54 AM
To: Ken Jones councilseatg@cityofcordova.net

Good morning Kenneth,

We do have several agency boats that use the harbor, and NOAA, the wildlife troopers, and the Seward Fire Department all have tenant spaces. I'm not sure how it was handled for the Seward FD, but I know NOAA signed up for a wait list placement and waited to be offered a tenant slip along with all the other private individuals on the 40' list. I think we've tried to make accommodations where we can, so the Coast Guard cutter Mustang is a tenant that uses the whole end of one of our floats, and we've allowed them to put up a fence and gate to control access to that end of the float for security purposes. The float is still harbor property, so harbor employees have the code for their gate in case of an emergency and to do electric reads, but they're allowed to close the gate to the public. NOAA and the wildlife troopers have regular tenant stalls next to private boats, but I don't know if they've ever asked for anything different than that. The Seward FD has a space very near the ramp of their assigned float (which would otherwise probably be designated handicapped or loading zone), so that they can access the boat and respond as quickly as possible in an emergency. The state and federal agency boats all pay moorage and utilities at the same rates as regular tenants, minus sales tax, and the Seward FD does not pay for moorage, but does pay for any electricity they use when the boat is in the water.

I think that about covers it. The Coast Guard is planning to bring a larger ship here in several years, so they're working on obtaining a parcel of property in our shipyard across the bay and I think we're going to coordinate with them to make some modifications to our float over there for that vessel. Please let me know if you have any questions or need any further detail and I can check with the Harbormaster regarding the things I don't have specific knowledge of.

Thank you,

Nancy Hulbert
Office Manager
Seward Harbor



City of Seward
Box 167
Seward, Alaska 99664
[907-224-3138 ext. 2](tel:907-224-3138)

From: Ken Jones <councilseatg@cityofcordova.net>

Sent: Saturday, May 13, 2023 8:16 AM

To: fvserenity@gmail.com

Subject: Law enforcement boat parking question

External Email: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

I am a harbor commissioner and city council member here in Cordova and we are working on an expansive rebuild and reconfiguring of our harbor. I am curious if law enforcement agencies such as NOAA, AWT, USFS have their own private docks in your harbor basins or if they rent public stalls. This discussion has come up quite a bit in our planning and just looking for some insight on how other communities have handled this situation.

Thank you for your help!

- Kenneth B Jones

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From: Matthew Creswell Matthew.Creswell@juneau.gov
Subject: RE: Law enforcement boat parking question
Date: May 15, 2023 at 8:55:33 AM
To: Ken Jones councilseatg@cityofcordova.net

Good Morning,

With the exception of the USCGC Reef Shark (leased dock), all other agencies apply for moorage just like other harbor patrons. We have AWT and NOAA vessels in the harbor.

Matt



Captain Matthew Creswell, AMPE, CMM

Harbormaster

W: (907)586-5255

C: (907)321-0429

Note: My email will change to Matthew.creswell@juneau.gov on December 5th, 2022

From: Ken Jones <councilseatg@cityofcordova.net>

Sent: Saturday, May 13, 2023 8:16 AM

To: fvserenity@gmail.com

Subject: Law enforcement boat parking question

Hello,

I am a harbor commissioner and city council member here in Cordova and we are working on an expansive rebuild and reconfiguring of our harbor. I am curious if law enforcement agencies such as NOAA, AWT, USFS have their own private docks in your harbor basins or if they rent public stalls. This discussion has come up quite a bit in our planning and just looking for some insight on how other communities have handled this situation.

Thank you for your help!

- Kenneth B Jones

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From: Sarah VonBargen SVonBargen@valdezak.gov
Subject: RE: Law enforcement boat parking question
Date: May 23, 2023 at 8:01:45 AM
To: Ken Jones councilseatg@cityofcordova.net, fvserenity@gmail.com

Ken,

Here in Valdez we only have our fish and game boat, which has a tenant slip with us. We do not offer nor do we have private docks for law enforcement. During the winter months when we can get a little ice in the harbor, we move his boat to an alternate location for easier access leaving the harbor and not having to deal with ice. When NOAA, AWT or USFS boats come to Valdez it is usually for a short period of time and they are either put in a transient slip or linear transient moorage. Hope this helps.

Regards,

Sarah Von Bargen
Harbormaster
P.O. Box 275
Valdez, AK 99686
Phone: [907-835-4981](tel:907-835-4981)
Fax: [907-835-2958](tel:907-835-2958)

From: Ken Jones <councilseatg@cityofcordova.net>
Sent: Saturday, May 13, 2023 8:16 AM
To: fvserenity@gmail.com
Subject: Law enforcement boat parking question

Hello,

I am a harbor commissioner and city council member here in Cordova and we are working on an expansive rebuild and reconfiguring of our harbor. I am curious if law enforcement agencies such as NOAA, AWT, USFS have their own private docks in your harbor basins or if they rent public stalls. This discussion has come up quite a bit in our planning and just looking for some insight on how other communities have handled this situation.

Thank you for your help!

- Kenneth B Jones

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Susan Bourgeois

From: Kevin Johnson
Sent: Tuesday, May 30, 2023 11:49 AM
To: Susan Bourgeois
Subject: FW: Tongass Marine Facilities

fyi

Kevin Johnson
City Planner
City of Cordova
907-424-6220



From: Namitz, Steven - FS, AK <steven.namitz@usda.gov>
Sent: Tuesday, May 30, 2023 11:47 AM
To: Helen Howarth <citymanager@cityofcordova.net>
Cc: Kevin Johnson <planning@cityofcordova.net>
Subject: FW: Tongass Marine Facilities

Hellen and Kevin,

Just wanted to share some additional information on some falsehoods that have been put out there. People have said the situation in Cordova and is very unique in the USFS having a lease and Marine facility. On the chugach that would be true as we are the only real marine based operation but within the agency is very common and as you can see from the photo's we have several marine facilities on the Tongass. Just trying to keep the information flow factual.

Again thanks for folks work on this,

Steve



Steve Namitz
District Ranger
Forest Service
Chugach National Forest; Cordova Ranger District
p: 907-424-4747
steven.namitz@usda.gov
612 2nd Street (P.O. Box 280)
Cordova, AK 99574



From: Clay, Erin - FS, AK <Erin.Clay2@usda.gov>
Sent: Thursday, May 25, 2023 4:50 PM
To: Namitz, Steven - FS, AK <steven.namitz@usda.gov>
Subject: Tongass Marine Facilities

Hi Steve,

The Forest Service owns many marine facilities on the Tongass, the majority of which are remote.

The in-town marine facilities are located in Sitka, Petersburg, Wrangell and Craig. Below please find a photo of Sitka, Petersburg and Wrangell Marine Facilities. I don't see to have a good pic of Craig handy.



Petersburg Marine Facility – not pictured, loading pier.



Wrangell Marine Facility



Sitka Marine Facility

Please let me know if you would like any additional information. Thanks,



Erin Clay, PMP
Acting Facilities & Environmental
Program Manager
Forest Service
Alaska Regional Office
Engineering & Aviation
Management

p: 907-747-4361

c: 907-220-4364

erin.clay2@usda.gov

2108 Halibut Point Road

Sitka, AK 99835

www.fs.usda.gov



**Caring for the land and serving
people**

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AGENDA ITEM 18
City Council Meeting Date: 6/7/2023
CITY COUNCIL COMMUNICATION FORM

FROM: Susan Bourgeois, City Clerk
DATE: 05/16/23
ITEM: Resolution 06-23-20 Mill Rate Setting Resolution
NEXT STEP: Majority voice vote

☐ ORDINANCE
☐ MOTION

☒ RESOLUTION
☐ INFORMATION

I. REQUEST OR ISSUE: Approval of Resolution 06-23-20 setting the 2023 mill rate.

II. RECOMMENDED ACTION / NEXT STEP: Suggested motion:

I move to approve Resolution 06-23-20 a resolution of the Council of the City of Cordova, Alaska setting the property tax mill levy for the 2023 tax year at 10.02 mills for all properties in the City of Cordova.

III. FISCAL IMPACTS: A mill rate is required to determine 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. Setting the mill rate tonight gives staff time to input the mill rate into the databases and then to print tax bills. Property tax revenue accounts for 21% of the general fund budget.

IV. BACKGROUND INFORMATION: Alaska Statute 29.45.240 and Cordova Municipal Code 5.36.240 require that City Council set the 2023 Mill Rate by June 15, 2023. On May 17, 2023, Council certified the 2023 tax roll setting Cordova's total taxable value for 2023 at \$279,498,376. One mill is equal to about \$279.5k in property tax revenue.

Cordova Municipal Code 1.18.010 states that resolutions creating or establishing rates require public hearings which is why there is one scheduled for June 7, 2023 previous to the regular meeting where Resolution 06-23-20 will be considered by the City Council.

The resolution contains a mill rate of 10.02 which would achieve revenue of \$2,800,574 – the closest to \$2,800,000, using only 2 decimal places, which was the property tax revenue in the Council-approved 2023 budget.

Notable property value changes 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

V. LEGAL ISSUES: The pertinent sections of the Cordova Municipal Code, 5.36.240 and 1.18.010 are attached, as well as Alaska Statute 29.45.240.

VI. SUMMARY AND ALTERNATIVES: Council could amend the resolution by changing the mill rate to something other than 10.02. Majority roll call vote to approve the resolution as written or to approve the resolution as amended.

**CITY OF CORDOVA, ALASKA
RESOLUTION 06-23-20**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
SETTING THE PROPERTY TAX MILL LEVY FOR THE 2023 TAX YEAR AT 10.02
MILLS FOR ALL PROPERTIES IN THE CITY OF CORDOVA**

WHEREAS, Alaska Statute, Section 29.45.240 and Cordova Municipal Code 5.36.240 require that the mill levy be established by resolution annually prior to June 15 of the tax year; and

WHEREAS, in accordance with Cordova Municipal Code Section 1.18.010 A, this rate setting resolution requires a public hearing before passage; and

WHEREAS, on December 7, 2022, Council approved Resolution 12-22-32 adopting the 2023 City budget which included property tax revenue equal to **\$2,800,000**; and

WHEREAS, on May 17, 2023, Council approved certification of the 2023 property tax roll which set Cordova's total taxable value at **\$279,498,376**.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova, Alaska, hereby sets the mill rate for 2023 real property at **10.02** mills for all properties in the City of Cordova; and

BE IT FURTHER RESOLVED THAT a mill rate of **10.02** on all taxable value in the City of Cordova will realize property tax revenue in 2023 of \$2,800,574.

PASSED AND APPROVED THIS 7th DAY OF JUNE 2023

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk

2023 City of Cordova Mill Rate Scenarios

2023 total taxable value

\$279,498,376

prop tax revenue in 2023 City budget

\$2,800,000

mill rate that gets closest to budgeted revenue: 10.02 mills

mill rate of:

multiplied by total taxable

would equal revenue of:

10.02

\$279,498,376

\$2,800,574

a mill rate increase of 0.50 or a half of a mill over 10.02

mill rate of:

multiplied by total taxable

would equal revenue of:

10.52

\$279,498,376

\$2,940,323

keep mill rate at the same value it was at in 2022

mill rate of:

multiplied by total taxable

would equal revenue of:

11.54

\$279,498,376

\$3,225,411

total taxable value of \$279,498,376 each one mill increase/decrease is equal to tax of:

\$279,498

each of the 3 scenarios leads to an increase in property taxes for most residential properties

each of the 3 scenarios as applied to a property that was valued at \$350,000 in 2022

value in 2022	mr in 2022	taxes in 2022		
\$350,000	11.54	\$4,039.00		
up 20% in 2023	mr in 2023	taxes in 2023	increase in taxes	% increase
\$420,000	10.02	\$4,208.40	\$169.40	4.19%

value in 2022	mr in 2022	taxes in 2022		
\$350,000	11.54	\$4,039.00		
up 20% in 2023	mr in 2023	taxes in 2023	increase in taxes	% increase
\$420,000	10.52	\$4,418.40	\$379.40	9.39%

value in 2022	mr in 2022	taxes in 2022		
\$350,000	11.54	\$4,039.00		
up 20% in 2023	mr in 2023	taxes in 2023	increase in taxes	% increase
\$420,000	11.54	\$4,846.80	\$807.80	20.00%

Cordova Mill Rates

Tax Year	Mill Rate	
	City	Annexed
1975	17	
1976	18.5	
1977	22	
1978	18	
1979	15	
1980	15	
1981	1	
1982	1	
1983	1	
1984	1	
1985	3	
1986	3	
1987	3	
1988	7.9	
1989	7.13	
1990	7.94	
1991	7.94	
1992	11	
1993	11	
1994	12.5	11.5
1995	13.25	10.74
1996	13.25	10.74
1997	14.48	11.97
1998	14.48	11.97
1999	14	11.49
2000	13.5	10.99
2001	13.5	10.99
2002	13.5	12.5
2003	13.5	12.5
2004	14	13
2005	14	13
2006	13.35	12.35
2007	13.35	12.35
2008	13	12
2009	14.5	13.5
2010	13.9	12.9
2011	9.7	8.7
2012	9.43	8.43
2013	9.43	8.43
2014	12.07	11.07
2015	11.53	
2016	11.05	
2017	12.35	
2018	11.81	
2019	11.81	
2020	11.08	
2021	11.06	
2022	11.54	

mill
rate
differential
repealed
in
2015

Cordova Municipal Code:

1.18.010 - Resolutions.

- A. Resolutions are acts of council which are not required to be enacted by an ordinance, such as authorizing a municipal official to undertake certain acts and acts not being of a permanent nature. Resolutions creating or establishing rates shall require adequate public notice with one public hearing before passage. Resolutions are formal acts of council required in accordance with charter, code, state and/or federal law.
- B. All resolutions are a permanent record of the city and shall bear the following:
1. The heading "City of Cordova, Alaska";
 2. Serial number as "Resolution _____":
 - a. Annually the serial number first number(s) shall denote the month; the second number(s) shall denote the year; and the third number(s) shall denote consecutive numbers indicating the total number of resolutions passed during a calendar year;
 3. Resolving clause "PASSED AND APPROVED THIS _____ DAY OF _____, _____ (YEAR)" with designated lines for the mayor and clerk's signatures;
 4. Passage of a resolution may be by a majority vote of a quorum present unless specifically required by charter or code to require a majority vote of all the members of the city council.

(Ord. 723, 1994).

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).

Alaska Statute:

Sec. 29.45.240. Establishment of levy and determination of rate.

(a) The power granted to a municipality to assess, levy, and collect a property tax shall be exercised by means of an ordinance. The rate of levy, the date of equalization, and the date when taxes become delinquent shall be fixed by resolution.

(b) A municipality shall annually determine the rate of levy before June 15. By July 1 the tax collector shall mail tax statements setting out the levy, dates when taxes are payable and delinquent, and penalties and interest.



Agenda Item 19
City Council Meeting Date: 6/7/2023
City Council Communication Form

FROM: Helen Howarth, City Manager
DATE: 5/31/23
ITEM: Resolution
ACTION: Establishing local school funding and approving CSD FY24 budget

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Motion
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Information

I. REQUEST OR ISSUE: Cordova School District (CSD) has submitted its FY24 budget ending June 30, 2024 (Exhibit A) for Council approval and requests Council action to set the local funding level for school year FY24.

II. RECOMMENDED ACTION: Approval of Resolution supporting CSD budget and City allocation.

III. FISCAL IMPACTS: CSD requests total City funding of \$2.161M and \$139,000 in-kind for the FY24 school year (July 1, 2023 - June 30, 2024). City Council, in approving City FY2023 budget in December 2022, committed \$2M general fund dollars and \$139,000 in-kind of which \$1,134,008 was allocated for 2nd half of CSD 2023 school year budget (January-June, 2023) and \$865,992 allocated for the 1st half of the 2024 CSD budget (July-Dec 2023).

The resolution includes approval of the CSD FY24 operating budget of \$7,740,886 and postpones consideration of the requested \$161,000 in additional City funds for the period January-June 2024 until formulation of the City's 2024 budget.

IV. CONFLICTS OR ENVIRONMENTAL ISSUES: The City (Jan-Dec) and CSD's (July-June) fiscal years are not in sync. When the City's budget is developed in the fourth quarter of the calendar year, input from CSD is solicited to arrive at City's expected contributions. The timing of CSD's budget process 6 months later confirms the State per student allocation per legislative action, as well as other data that impacts the CSD budget. Council considers budget adjustments at that time.

V. SUMMARY AND ALTERNATIVES: This resolution allows the city to adjust any changes to the City's expected contributions to CSD simultaneously with the formulation of the City's 2024 budget.

**CITY OF CORDOVA, ALASKA
RESOLUTION 06-23-21**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
APPROVING THE BUDGET OF THE CORDOVA PUBLIC SCHOOL DISTRICT FOR THE
FISCAL YEAR ENDING JUNE 30, 2024**

WHEREAS, Alaska Statutes 14.14.060 (c) and 14.14.065 provide that the Cordova Public School District Board of Education shall submit the school budget for the following school year to the City Council by May 1 and the City Council shall determine the total amount of money to be made available from local sources for school purposes within 30 days of receipt of the School Board of Education's request; and

WHEREAS, Cordova School Board and City Council held a joint budget work session on May 3, 2023 where the proposed Cordova Public School District FY2024 budget was presented; and

WHEREAS, these statutes provide that the City's failure to determine the funding level within 30 days would result in automatic approval of the amount requested; and City Council's June 7, 2023 meeting date accommodates that timeframe; and

WHEREAS, on December 15, 2022 City Council approved the City's FY 2023 operating budget which included an appropriation from the General Fund of \$2,000,000 as revenue support and \$139,000 as in-kind support for the Cordova Public Schools of which \$865,992 of the revenue support was earmarked for the July 1 – Dec 31, 2023 time period (CSD FY24); and

WHEREAS, the Cordova School Board proposes a FY24 (July 1, 2023 - June 30, 2024) operating budget of \$7,740,886 for the Cordova Public School District which includes City funding of **\$2,300,000** consisting of \$2,161,000 in revenue support from local sources and \$139,000 in-kind support; and

WHEREAS, due to the discrepancy in fiscal years between the City and the School District, City Council will deliberate the \$161,000 balance of the School District request for the January 1-June 30, 2024 portion of their FY24 school budget in the City's FY24 operating budget.

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova, Alaska, hereby approves the operating budget of the Cordova Public School District for its Fiscal Year 2023 ending June 30, 2023 in the amount of **\$7,740,886**; and

BE IT FURTHER RESOLVED THAT, both the commitment to a local funding level and the approval of the operating budget are subject to modification during the City of Cordova FY24 budgeting process and appropriation.

PASSED AND APPROVED THIS 7th DAY OF JUNE 2023.

David Allison, Mayor

Attest:

Susan Bourgeois, CMC, City Clerk

Susan Bourgeois

From: Helen Howarth
Sent: Friday, May 26, 2023 2:22 PM
To: Susan Bourgeois
Subject: FW: CSD FY24 Budget Approved

Here is the district number.....approved for FY24 school year.

From: Jessica Stow <jstow@cordovasd.org>
Sent: Friday, May 26, 2023 2:14 PM
To: Helen Howarth <citymanager@cityofcordova.net>
Subject: CSD FY24 Budget Approved

Good afternoon,

Earlier today, School Board members met and approved the Cordova School District budget for the 2023-24 school year. Superintendent Russin asked that I pass on to you the approved figures of the CSD request for City funding, outlined below.

\$2,161,000.00 - Cash contribution
139,000.00 - Estimated in-kind contribution
\$2,300,000.00 - Total City of Cordova appropriations

Have a wonderful weekend and Memorial Day.

Jessica Stow
Director of Budget and Finance
Cordova School District
P: 907.424.3265 Ext 3 | F: 844.413.7175

Alaska Department of Education & Early Development - School Finance FY2024 School Operating Fund Budget Summary

Cordova School District
District Name

Beginning Fund Balance: July 1, 2023 - (Subject to 10% Limit per AS 14.17.505(a)) *	\$730,000
(Excluded from the 10% Limit)	
Total Beginning Fund Balance	\$730,000

Revenue

010 City/Borough Appropriations	(1)	\$2,300,000	*including estimated in-kind of \$139,000
030 Earnings on Investments	(2)	1,000	
040 Other Local Revenues	(3)	24,100	
041 Tuition from Students	(4)	0	
042 Tuition - Other Districts	(5)	0	
047 E-Rate Program	(6)	134,622	
050 State Sources	(7)	5,112,722	
100 Federal Sources - Direct	(8)	25,000	
150 Federal Sources - Through the State	(9)	0	
190 Federal Sources - Other Agencies	(10)	0	
250 Transfers From Other Funds	(11)	0	
Total Revenue		\$7,597,444	

Expenditures

100 Instruction	(12)	\$3,243,598	
200 Special Education Instruction	(13)	1,039,725	
220 Special Education Support Services	(14)	28,863	
300 Support Services - Students	(15)	133,375	
350 Support Services - Instruction	(16)	437,870	
400 School Administration	(17)	300,327	
450 School Administration Support Services	(18)	266,633	
510 District Administration	(19)	283,868	
550 District Administration Support Services	(20)	397,935	
600 Operations and Maintenance of Plant	(21)	1,185,370	
700 Student Activities	(22)	106,636	
780 Community Services	(23)	0	
900 Other Financing Uses	(24)	316,686	
Total Expenditures		\$7,740,886	

Ending Fund Balance: June 30, 2024 (Subject to 10% Limit per AS 14.17.505(a)) *	\$586,558 **
(Excluded from the 10% Limit)	
Total Ending Fund Balance	\$586,558

**this represents a drawdown on the CSD General Fund Balance of \$143,442

***Note regarding Fund Balance--**please see the excerpt from HB 76 on the instructions page.



AGENDA ITEM # 20
City Council Meeting Date: 6/7/23
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, City Planner

DATE: 6/7/23

ITEM: Shepard Point Road ROW Grant of Easement and Acceptance of Compensation

NEXT STEP: City Council Decision on Easement Compensation

☒ ORDINANCE
☒ RESOLUTION

☐ INFORMATION
☐ MOTION

I. REQUEST OR ISSUE:

Requested Actions: Make Decision on Acceptance of Compensation for Granting Easement
Applicant: AK-DOT / Native Village of Eyak
Legal Description: A Portion of ASLS 79-263 & ASLS 79-264
Area: 6.269 Acre
Zoning: Waterfront Commercial Park & Low Density Residential

II. RECOMMENDED ACTION / NEXT STEP: Staff has provided the following motion for the City Council to consider:

“I move to approve Resolution 06-23-22 to accept the offer before us from Native Village of Eyak in exchange for a Right-of-Way Easement across city owned land”

III. FISCAL IMPACTS: The city would receive \$37,700 in cash compensation from the granting of the easement. Additional benefits provided by the project includes about \$305,000 (most recent ROM estimate) in replacement and improvements to the city’s Orca raw water line and the construction of an access trail to the city’s Orca water catchment infrastructure.

IV. BACKGROUND INFORMATION: As part of the Shepard Point Marine Tribal Transportation Oil Spill & Marine Casualty Response Facility project the Native Village of Eyak (NVE) needs to acquire a

Right-of-Way (ROW) easement across city owned land to construct a portion of the proposed Shepard Point Road. This easement would cross two city owned properties.

As compensation for this easement NVE in collaboration with State and Federal agencies have had the land appraised and determined \$37,700 as fair market value for the requested area. In addition to the cash compensation, the city would receive around \$305,000 in improvements to our raw water line and access to the Orca water catchment.

The staff has including language in the easement terms that will ensure that the granting of this easement will benefit the city for future development. This includes ensuring that the easement remains open to the public and that property adjacent to the easement will retain the right to use this easement for access and utilities.

V. LEGAL ISSUES: City staff include the city attorney are finalizing negotiations of the easement language.

VI. SUMMARY AND ALTERNATIVES: Over the lifetime of this project the city has passed resolutions of support, now, NVE and the State ask that the city accept the offer before them and direct staff to finalize the easement agreement.

The City Council may approve the resolution as is or refer it back to staff for changes.

VII. ATTACHMENTS:

- Resolution 06-23-22
- Offer Letter
- Legal Description and Maps
- Appraisal (summary) – full appraisal below packet on City website

**CITY OF CORDOVA, ALASKA
RESOLUTION 06-23-22**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA AUTHORIZING
THE CITY MANAGER TO NEGOTIATE AND GRANT A RIGHT-OF-WAY EASEMENT TO
THE NATIVE VILLAGE OF EYAK FOR THE SHEPARD POINT ROAD PROJECT.**

WHEREAS, the Native Village of Eyak (“NVE”) has entered into an agreement with the Federal Highway Administration Tribal Transportation Program to design, construct, and maintain a public road within the City of Cordova (“City”) to a deep-water port facility at Shepard Point (“Shepard Point Marine Tribal Transportation Oil Spill and Marine Casualty Response Facility”) (the “Project”); and

WHEREAS, construction of the Project requires a right-of-way easement across City property to accommodate the road; and

WHEREAS, NVE has made an offer of \$37,700 for the necessary easement, referred to as “Parcel 2”, as defined in NVE’s offer and presented to the Cordova City Council on May 3, 2023 (the “offer”), legal description and right-of-way easement maps are attached hereto as Attachments A and B; and

WHEREAS, the Project entails the reconstruction of the City’s raw water line and construction of an access trail to the water catchment facility at no cost to the City; and

WHEREAS, it is in the best interest of the City to provide the easement in support of the Project due both to the Project’s immediate improvements to City facilities, and also the Project’s potential to facilitate further development in areas of the City not currently connected by road.

NOW, THEREFORE, BE IT RESOLVED THAT the Council of the City of Cordova hereby authorizes and directs the City Manager to grant NVE a right-of-way easement to facilitate the construction of Shepard Point Road. The area conveyed in the easement now before this meeting is in all respects authorized, approved and confirmed by this resolution. The right-of-way easement to NVE must preserve the public’s use of any road, trail, or walkways constructed thereon, and must address and preserve the rights of adjacent property owners to access the easement. To that end, the City Manager hereby is authorized, empowered and directed to execute and deliver a grant of right-of-way easement with such changes, modifications, additions and deletions therein as she and the City Attorney 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 right-of-way easement.

PASSED AND APPROVED THIS 7th DAY OF JUNE 2023.

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Transportation and Public Facilities

NORTHERN REGION
Design & Engineering Services
Right of Way

2301 Peger Road
Fairbanks, AK 99709-5388
Main: 907-451-2273
Fax: 907-451-5411
TDD: 907-451-2363
dot.alaska.gov

April 12, 2023

Helen Howarth, City Manager
City of Cordova
601 1st Street
Cordova, Alaska 99574

Re: Shepard Point Marine Tribal Transportation Oil Spill & Marine Casualty Response Facility
Fair Market Value (FMV) Offer

Dear Helen Howarth:

The Native Village of Eyak (NVE) has entered into an agreement with the Federal Highway Administration Tribal Transportation Program to design, construct, and maintain a public road from Cordova to a deep - water port facility at Shepard Point ("Shepard Point Marine Tribal Transportation Oil Spill & Marine Casualty Response Facility").

Construction of this project requires the acquisition of an easement from the City of Cordova to accommodate the road. The Native Village of Eyak (NVE) is requesting a perpetual and unrestricted easement, for Parcel 2, further described in the attachment, "Exhibit A", of the enclosed Right of Way Easement, and the Right of Way Map.

This parcel was examined by a qualified appraiser who carefully considered all the elements that contribute to the Fair Market Value of the parcels (see enclosed). This letter constitutes an offer to purchase Easement Parcel 2 for a total of \$37,700.

Since this new right of way easement will be owned and managed by NVE, the City of Cordova's existing utilities are required to be permitted by NVE. Bristol Engineering will be drafting this permit, please contact Bristol Engineering Services Company, LLC, acting as Agent for NVE, with any questions or comments you may have at 907-230-2272, or khughes@bristolcompanies.com.

Other documents necessary to complete the purchase are enclosed, and include a Memorandum of Agreement (MOA), Purchase Voucher (PV), and a W-9. I have also enclosed the Acquiring Real Property for a Federal and Federal-Aid Programs and Projects brochure, that explains the rights and benefits of property owners whose real property is to be acquired, in whole or in part, for a federally funded project.

"Keep Alaska Moving through service and infrastructure."

Once you have reviewed the documents, please don't hesitate to contact me, and express any questions or concerns. Please also return a copy of the corporate resolution stating signing authority for this project. I look forward to hearing from you. I can be reached at marsha.woods@alaska.gov or 907-451-5410.

Sincerely,

Marsha S. Woods

Marsha Woods on behalf of the Native Village of Eyak
Right of Way Agent III
Alaska Department of Transportation & Public Facilities

Enclosures:

Appraisal

Right of Way Easement

Preliminary Right of Way Map

MOA

PV

W-9

Acquisition Brochure: Acquiring Real Property for Federal & Federal -Aid Programs

cc: Ted Wright, Executive Director, NVE

Bert Adams, Special Projects Manager, NVE

James Glaze, General Counsel, NVE

ATTACHMENT B

LEGAL DESCRIPTION AND PARCEL PLAT FOR PARCEL 2

SHEPARD POINT MARINE TRIBAL TRANSPORTATION OIL SPILL AND MARINE RESPONSE FACILITY PROJECT



McCLINTOCK LAND ASSOCIATES AECC 596

NATIVE VILLAGE OF EYAK
110 NICHOLOFF WAY
CORDOVA, ALASKA
99574
(907) 424-7738

Parcel 2

All that real property, located within Township 15 South, Range 3 West, Copper River Meridian, Alaska, being a portion of Lot 7, U.S. Survey No. 5103, as shown on the supplemental plat of U.S. Survey No. 5103, Alaska, officially filed on October 8, 1992, said real property being more particularly described as follows:

Beginning at Corner No. 3 of Amended U.S. Survey No. 302, a 3 1/4 inch brass cap on a 2 inch stainless steel post, marked AS 302 C3 ATS 94 MC2 RP 954E 1962, as described on Alaska Tidelands Survey No. 94, recorded as Plat No. 63-224, Cordova Recording District, dated July 9, 1963;

Thence, South 44°54'35" East, across said Lot 7, U.S. Survey No. 5103, a distance of 23.83 feet;

Thence North 45°05'25" East, across said Lot 7, U.S. Survey No. 5103, a distance of 69.36 feet;

Thence North 44°54'35" West, across said Lot 7, U.S. Survey No. 5103, a distance of 30.80 feet, to the point of intersection with line 3-2 of said Amended U.S. Survey No. 302;

Thence North 39° 09' 25" East, along line 3-2 of said Amended U.S. Survey No. 302, a distance of 425.86 feet to the point of intersection with the boundary of said Lot 7, U.S. Survey No. 5103, also being the boundary of Tract A, as shown on the Amended Plat "A Plat of Crater Lake Watershed Tract's, A Subdivision of Lot 14 U.S.S. 5103," recorded as Plat No. 98-53, Cordova Recording District, dated December 30, 1998;

Thence, South 53° 13' 30" East, across said Shepard Point Road Right-of-Way, along the boundary of said Lot 7, U.S. Survey No. 5103, being also the boundary of said Tract A, Plat No. 98-53, a distance of 253.16 feet, to the point of intersection with the southeasterly boundary of said Shepard Point Road Right-of-Way;

Thence, South 44° 03' 55" West, along the southeasterly boundary of said Shepard Point Road Right-of-Way, a distance of 388.13 feet, to a point of curvature;

Thence, along the southeasterly boundary of said Shepard Point Road Right-of-Way, along a curve to the right, having a delta angle of 31° 22' 01", a radius of 805.76 feet, an arc length of 441.12 feet, and a chord which bears South 59° 48' 32" West, a distance of 435.63 feet, to a point of tangency;

Thence, South 77° 29' 02" West, along the southerly boundary of said Shepard Point Road Right-of-Way, a distance of 569.24 feet, to a point of curvature;

Thence, along the southerly boundary of said Shepard Point Road Right-of-Way, along a curve to the left, having a delta angle of 7° 16' 11", a radius of 671.24 feet, an arc length of 85.17 feet,

and a chord which bears South $73^{\circ} 50' 57''$ West, a distance of 85.11 feet, to the point of intersection with the southeasterly boundary of the New England Cannery Road Right-of-Way, AKDOT&PF Project No. X-51890, as shown on said Shepard Point Road Right-of-Way, AKDOT&PF Project No. 65928;

Thence, along the southeasterly boundary of said New England Cannery Road, along a curve to the left, having a delta angle of $2^{\circ} 37' 47''$, a radius of 821.74 feet, an arc length of 37.71 feet, and a chord which bears North $36^{\circ} 46' 30''$ East, a distance of 37.71 feet, to a point of tangency;

Thence, North $35^{\circ} 27' 37''$ East, along the southeasterly boundary of said New England Cannery Road, a distance of 232.74 feet, to the point of intersection with the northerly boundary of said Shepard Point Road Right-of-Way;

Thence, North $69^{\circ} 02' 46''$ East, along the northwesterly boundary of said Shepard Point Road Right-of-Way, a distance of 262.88 feet, to the point of intersection with the southerly boundary of said New England Cannery Road;

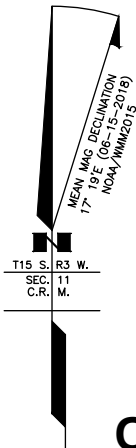
Thence, along the southerly boundary of said New England Cannery Road, along a curve to the left, having a delta angle of $58^{\circ} 58' 08''$, a radius of 202.73 feet, an arc length of 208.65 feet, and a chord which bears North $73^{\circ} 44' 23''$ East, a distance of 199.56 feet, to the point of intersection with of line 4-3 of said Amended U.S. Survey No. 302.

Thence, North $76^{\circ} 08' 26''$ East, along said line 4-3, a distance of 178.57 feet to Corner No. 3 of said Amended U.S. Survey No. 302, and the Point of Beginning.

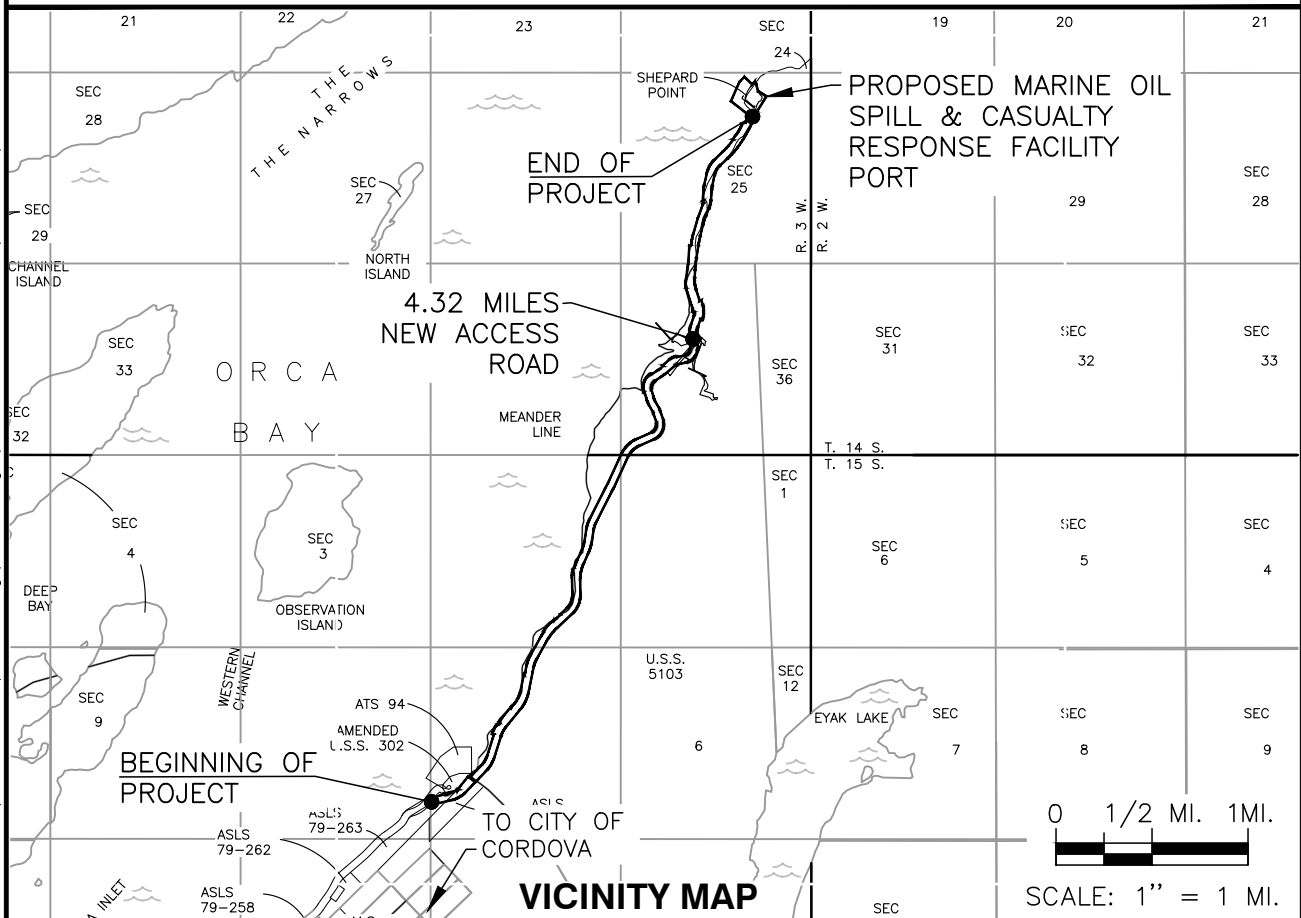
Parcel 2 contains 6.269 acres, more or less.

See attached Exhibit "A"

STATE OF ALASKA DEPARTMENT OF TRANSPORTATION & PUBLIC FACILITIES



RIGHT OF WAY EASEMENT REQUIRED SHEPARD POINT MARINE TRIBAL TRANSPORTATION OIL SPILL & MARINE CASUALTY RESPONSE FACILITY PROJECT



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

RIGHT OF WAY EASEMENT
REQUIRED FOR
CONSTRUCTION

ATTACHMENT B

DRAWING

PROJECT No SHEPARD POINT ROAD & PAD

AREA SEE PARCEL SHTS PARCEL No 2

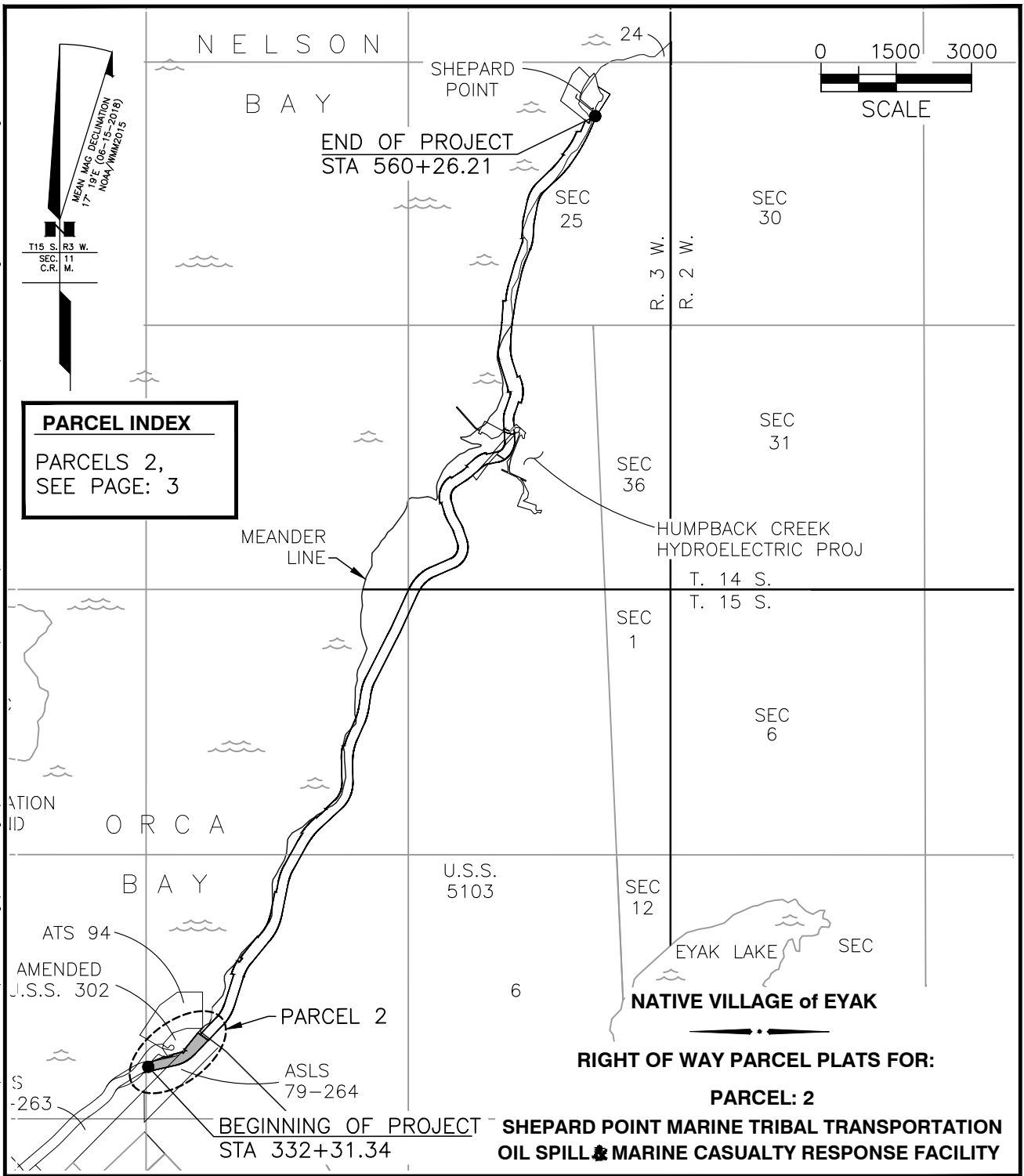
INITIAL

DATE

1 OF 3

SCALE 1"=1 MI. DATE 3/29/2023

C:\Users\jgroves\OneDrive - Bristol Industries, LLC\32180055 Shepard Pt. Eng\ACAD-Design\Single Lane Design\ROW_mati\2023Mar\ADOT_Parcel Exhibits\SP_Exhibit_Pkg_5 Of 5_Parcel2.dwg



STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES		RIGHT OF WAY EASEMENT REQUIRED FOR SHEPARD POINT ROAD & PORT	
ATTACHMENT B		DRAWING	PROJECT No <u>SHEPARD POINT ROAD & PAD</u>
			AREA SEE PARCEL SHTS PARCEL No <u>2</u>
INITIAL	DATE	<u>2 OF 3</u>	SCALE <u>1"=3000'</u> DATE <u>3/29/2023</u>



STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

REVIEW APPRAISER'S
RECOMMENDATION OF
JUST COMPENSATION

PROJECT NAME: Shepard Point Oil Spill Response

Facility & Connecting Road Project

STATE PROJECT #: N/A

FEDERAL-AID PROJECT #: N/A

PARCEL #: 2

Appraiser:

Value Estimate Effective Date

Appraisal Report Date:

Steve Carlson, MAI

12/10/2022

3/13/2023

X Approved

The following appraisal was reviewed using DOT&PF and nationally recognized appraisal standards.

Owner: City of Cordova

Access to Remainder: Similar Road access

Uneconomic Remnant? X No ☐ Yes

This Recommendation of Just Compensation is based upon my review of the recent appraisal of the above-referenced parcel, which complies with DOT&PF appraisal guidelines in the Alaska Right-of-Way Manual and is considered reasonable given the data and analysis presented in the appraisal report. This Recommendation of Just Compensation was prepared in conformity with 49 CFR Part 24, *Uniform Standards of Professional Practice*, and DOT&PF's Appraisal Review Guidelines (see Chapters 4 and 5 of the *Alaska Right-of-Way Manual*). It is the result of my independent, personal, unbiased, professional analysis, opinions, and conclusions based upon a technical review of the appraisal and other factual data without significant professional assistance or direction. The data and statements of fact presented in the appraisal have not been verified by this office and are assumed to be true and correct. All of the assumptions and limiting conditions contained in the original appraisal report are also conditions of this review, unless otherwise stated. The signed "Certification of Appraisal Review" is attached.

I made a physical inspection of the subject and comparable properties on (date): 2-20-2023.

Recommended Just Compensation for the property being acquired is allocated as follows:

Acquisition	6.269 Ac		\$ 37,700
Site Improvements	None		\$
Utility Easements	None		\$
TCE	None		\$
Existing SLEs/PLOs (Underlying Fee)	None		\$
Damages	None		\$
Special Benefits	None		\$ 37,700

TOTAL \$ 37,700

Federal Participation: \$ 37,700 State Funds: \$

Review Appraiser's Signature:

Mark Kasberg

Date: 3/24/2023

Review Appraiser (print or type name): Mark Kasberg

AK Appraiser Cert#: APRG24

It is understood that this Recommendation of Just Compensation is to be used in conjunction with a Federal-Aid or State project. To the best of my knowledge, there are not items compensable under State Law that are not eligible for Federal reimbursement.

CERTIFICATION OF APPRAISAL REVIEW

For the Appraisal Review identified on page 1 of the Review Appraiser's Recommendation of Just Compensation I certify that to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no direct, indirect, present, or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of the work under review or to the parties involved in the assignment.
- I have performed no services in any capacity (appraisal or otherwise) regarding the property that is the subject of the work under review within the three-year period immediately preceding my acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.
- My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results, or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.
- My analyses, opinions, and conclusions were developed, and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP)*.
- I have made a personal inspection of the subject of the work under review.
- No one provided significant appraisal or appraisal review assistance to the person signing this certification.
- All Assumptions and Limiting Conditions included in the original appraisal report referenced on page 1 are conditions of this review assignment.
- Client: State of Alaska, Department of Transportation & Public Facilities (DOT&PF)
- Intended Users: DOT&PF and contractual assigns and Federal funding partners where applicable)
- Intended Use: To assist DOT&PF in determining just compensation for acquisition related to a public transportation project.
- Purpose of the Appraisal Review: To conduct a technical review of the appraisal referenced on page 1 for compliance with the USPAP and DOT&PF standards.
- Scope of the Review: In preparing this appraisal review I have completed a technical review of the appraisal report referenced on page 1. I have adhered to criteria in Chapters 4 and 5 of the Alaska Right-of-Way Manual and utilized this form to communicate this review assignment. Supporting documentation is retained in the work file as appropriate. I have checked the report for proper appraisal methodology, analytical consistency, internal logic, accuracy of mathematical calculations, and compliance with USPAP.
- Property Rights Appraised: (fee simple, leased fee, etc.) Right of Way Easement

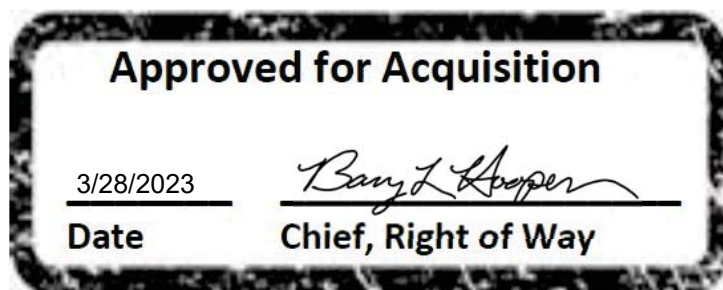
Review Appraiser's Signature: _____

Mark Kasberg

Date: 3/24/2023

Review Appraiser (print or type name): Mark Kasberg

AK Appraiser Cert#: APRG24





AGENDA ITEM # 21
City Council Meeting Date: 6/7/23
CITY COUNCIL COMMUNICATION FORM

FROM: Kevin Johnson, City Planner

DATE: 6/7/23

ITEM: Letter of Interest from Camtu's Alaska Wild Seafoods, for a Portion of ATS 220 adjacent to Lot 3, Block 2, South Fill Development Park and Showing Support of the Proposed project

NEXT STEP: City Council Decision on Disposal and Disposal Method

☐ ORDINANCE
☒ RESOLUTION

☐ INFORMATION
☐ MOTION

I. REQUEST OR ISSUE:

Requested Actions: Make Decision on Disposal and Disposal Method
Applicant: Camtu's Alaska Wild Seafoods
Legal Description: Portion of ATS 220 adjacent to Lot 3, Block 2, South Fill Development Park
Area: Approximately 4,000 Sq. Ft.
Zoning: Tidelands / Waterfront Commercial Park District
Attachments: Location Map
Letter of Interest and Exhibits

II. RECOMMENDED ACTION / NEXT STEP:

Staff has provided the following motions for the City Council to consider:

"I move to approve Resolution 06-23-23 to dispose of a portion of ATS 220 as outlined in Cordova Municipal Code 5.22.060 B by *"

Choose one of the following to insert for the asterisk:

1. Negotiating an agreement with Camtu's Alaska Wild Seafoods to lease or purchase the property.
2. Requesting sealed proposals to lease or purchase the property.
3. Inviting sealed bids to lease or purchase the property.
4. Offering the property for lease or purchase at public auction.

Alternate motion:

"I move that the City Council does not dispose of the requested portion of ATS 220"

III. FISCAL IMPACTS:

Lease would generate revenue for the city. Increased efficiency of Camtu's productions could also increase other tax revenues for the city.

IV. BACKGROUND INFORMATION:

Camtu's Alaska Wild Seafoods approached city staff in March of 2023 to discuss their desire to construct a dock adjacent to their property located at 121 Harbor Loop Road ((lot 3, Block 2, South Fill Development Park, previously Viking Marine's location). As part of this they would also excavate a portion of the tidelands to create a channel that would connect the dock to the deeper waters of Orca Inlet (see attached for proposed plans with Camtu Letter of Interest).

To initiate the permitting process that will be required with the US Army Corps of Engineers (USACE) Camtu's must first demonstrate local government support of the project. Staff determined that due to the location of the dock and excavation area being on city owned lands, a letter of support from the city / council would not be appropriate. This was determined because the city can not know if there would be support for the project without first knowing if we would be willing to lease the land to Camtu's for the project. With that, staff decided that the best course of action was to go through the land disposal process. This allows for the city to determine if we would lease the land to Camtu's and thus show our support for the project. If Council approves the resolution before them, staff will provide the resolution to Camtu's and once they have begun working their way through the USACE permitting process we can then begin the lease negotiations. Finally, approval of the lease would be tied to Camtu receiving USACE permitting approval.

After meeting with staff, Camtu's submitted a Letter of Interest to lease a portion of ATS 220 adjacent to their property for the purpose of constructing a dock that would be used to assist in the loading and unloading of fishing boats so that they can minimize handling and movement of their products to increase its quality when processed. Having the dock located adjacent to their existing facility would also reduce travel time between the north and south harbor while also freeing up space in the north harbor where they currently unload product.

Staff believes that this request is inline with the zoning regulations as the Waterfront Commercial Park District allows for "docks and harbor facilities" which this proposal appears to fall under.

Staff does caution about the extent of tidelands that should be leased so not to preclude the city from future expansion of the fill area. Staff suggests that any lease entered into should have a similar clause to that of the Forest Service lease that allows for the termination of the lease to allow for future expansion if needed. Staff also suggests that it be required that the uplands adjacent to the proposed dock be built in a way to accommodate future ROW (see attached staff sketch).

Staff recommends that if leased, the lease area should be contained to the proposed dock area only and not to include the proposed excavation area. The city could allow for them to excavate but not grant them exclusive use of that newly created channel. Staff makes this recommendation so as to not block future development or uses that may benefit from the new channel.

Harbor Commission reviewed this request at their 4/12/23 meeting and approved a motion 6/0 to “recommend to City Council to dispose of a portion ATS 220 roughly 4,000 square feet in size as outlined in Cordova Municipal Code 5.22.060 B by (option one) negotiating an agreement with Camtu’s Alaska Wild Seafoods to lease or purchase the property.”

The Planning Commission reviewed this request at their 6/23/23 meeting and approved a motion 6/0 to “recommend to City Council to dispose of a portion ATS 220 roughly 4,000 square feet in size as outlined in Cordova Municipal Code 5.22.060 B by (option one) negotiating an agreement with Camtu’s Alaska Wild Seafoods to lease or purchase the property.”

Applicable Code:

5.22.030 – Land Disposal Map.

A. The City shall maintain and update annually a map of city owned real property. The following designations shall be applied to the land disposal map:

3. Tidelands: Tidelands are considered as “Available” designation but shall require review and recommendation from the Harbor Commission.

5.22.040 - Letter of interest to lease or purchase.

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

5.22.060 - Methods of disposal.

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

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

VI. LEGAL ISSUES:

Legal review of lease will be required.

VII. SUMMARY AND ALTERNATIVES:

The City Council may approve the resolution as is, refer it back to staff for changes, or deny the disposal all together.

Location Map



**CITY OF CORDOVA, ALASKA
RESOLUTION 06-23-23**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,
SUPPORTING CAMTU'S ALASKA WILD SEAFOODS PROPOSAL TO EXCAVATE
TIDELANDS TO CREATE ACCESS TO A PROPOSED DOCK FACILITY IN THE SOUTH
FILL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS
WITH CAMTU'S ALASKA WILD SEAFOODS TO LEASE THE AREA**

WHEREAS, it is in the City of Cordova's best interest to negotiate a lease with Camtu's Wild Seafoods to lease a portion of ATS 220 for the purpose of building a dock and excavating the tidelands to access the proposed dock, as this will reduce congestion within the harbor basin and provide new access to the South Fill tidelands area; and

WHEREAS, Camtu's Alaska Wild Seafoods proposal is consistent with the 2019 Cordova Comprehensive Plan and current zoning regulations; and

WHEREAS, the Harbor Commission at their April 12, 2023 meeting recommended that City Council lease the requested property and support Camtu's proposed dock and tideland excavation; and

WHEREAS, the Planning Commission at their May 23, 2023 meeting recommended that city council lease the requested property and support Camtu's proposed dock and tideland excavation;

NOW, THEREFORE BE IT RESOLVED THAT the Council of the City of Cordova hereby supports Camtu's Alaska Wild Seafoods efforts to establish a dock and excavate tidelands to create access to the proposed dock and the Council of the City of Cordova hereby authorizes and directs the City Manager to enter into lease negotiations Camtu's Alaska Wild Seafoods to lease a portion of ATS 220 for these efforts.

PASSED AND APPROVED THIS 7th DAY OF JUNE 2023

David Allison, Mayor

ATTEST:

Susan Bourgeois, CMC, City Clerk



April 3, 2023

Cordova Planning Dept.
P.O. Box
Cordova, Alaska 99574

Att: Mr. Kevin Johnson
Planning Director

RECEIVED
APR 03 2023
City of Cordova

Dear Kevin,

In response to your March 31, 2023, email, below is our attempt at addressing the issues. We want to thank you for the detailed directions which made it much easier to focus on the points of concern. Thank you.

Name of applicant and mailing address

The applicant is Alaska Wild Sea Foods, note the letter head about which is owned by Camtu Ho and Thai Vu, husband and wife, and represented by John Harvill and Tu Trinh Dillion.

Location of the property you are interested in

The property to be considered for a tide lands lease is directly west of the South Harbor Fill and adjacent to South Fill Lot 3 which is owned by Camtu and Thai. The future dock improvements will be adjacent to Lot 3.

The intended use of the space (what will the use be and what will you construct and when?)

The intended use is a 100' long by 40' wide fish unloading dock to be connected to Lot 3 and the dock will extend in to the tide lands to the west on galvanized steel pilling. In order to access the dock, there will be an excavated 50' channel at MHW from the dock in the tide land at the -3 Oora Inlet waters. Note drawing attached. The intention is to build as soon as the permits, tides and weather allow them to proceed. The intent is to have the dock operational before the 2024 fishing season.

Both a written description and visual depiction of the operation plan for this new pier and its incorporation into Camtu's existing and future processing facility.

The 100' long X 40' dock will be connected to the shore at the 11.2' MHW elevation with sheet piling and extend 40' into the tide lands. There will be a 20'X40' building located on Lot 3 immediately to the south of the dock with ice making equipment and fish storage before processing in the current facility. Note drawing attached.



This needs to also explain how this new pier facility will meet the requirements and restrictions of the Waterfront Commercial Park District zoning code ([CMC18.39](#))

18.39.010 Purpose

The intended use is water dependent with a waterfront dock and the use is commercial that will derive an economic and social benefit. It is undisputed that Camtu and Thai have increased the amount paid to fishermen between 10 and 15% in the past which resulted in increased City Fish Tax. They have also increased cannery workers salaries by almost 50% which results in additional social and economic benefit for the workers and income for local businesses.

18.39.020 Principal Uses and Structures

Item C. Docks and Harbor Facilities so in complete compliance

18.39.030 Accessory uses and Structures.

The proposed development will include Accessory building, 20' X 40', for Office area, dock workers area for resting between deliveries, and indoor storage of fish before processing.

18.39.040

There is no need for a conditional uses permit since there will be no outside storage, seafood processing or fueling in the area.

18.39.050 to 18.39.100

Note attached drawing. The proposal is in complete compliance with the Minimum lot size, setback requirement, building and structure heights, off street parking and Loading, and there will no requirement for new signs since signage already exists.

There is no intention to ask for or receive EXCLUSIVE use of the leased tidelands. There is no intention to ask for City, State or Federal contributions or grants, the project will be fully funded by Alaska Wild Seafoods. The goal is to get a dock to better serve our customers with higher quality fish. The proposed dock will allow us to minimize handling and movement, so the fish is bright and shiny and with minimum scale damage. The result is higher pricing that can be passed on to the fishermen. In addition, Alaska Wild Seafood is looking into the possibility of sales for wintertime fisheries, which would substantially increase winter time employment.

and how it meets the goals and objectives of the comprehensive plan.

In the Comprehensive Plan there are Goals and Strategies and Actions, and we will address each. **Land Use** has already been determined by the Waterfront Commercial Park District (CMC18.39) and address above. See the drawing attached for detailed review of each of the following elements.

Housing: There is no housing element in the proposal since a totally economic not housing proposal.

Economic Development: There can be no disputing that this proposal will result in complete compliance with all the Goals and Strategies of the Cordova Comprehensive Plan Economic



Development Element. The project supports the seafood industry, it will require 2 to 5 additional winter full time employees, it will substantially increase fishermen's income, add fish tax to support the City and wage increases, all of which supports existing and new businesses. In addition they will complete a Federal Corp of Engineering permit for the project and that assures proper protection for the environment and address local environmental concerns. The new employees will require vocational and technical training for the new high-tech equipment to be used in conjunction with the project.

Transportation: The proposal will supply workmen parking (1 spot per 1,000sqft CMC 18.48) and truck loading for fish container deliveries shown on drawing.

Quality of Life: With the improved fish pricing and wages the quality of life will improve in Cordova. A more comprehensive quality is the addition access to Orca Inlet from the new docking facility and channel to the Orca Inlet waters access the Tide Lands which will promote tourism and recreation.

Health Issues: It should be noted Alaska Wild Seafood is in complete compliance with OSA and workmen comp requirements and has been praised as a safe working environment for its employees.

Again, thank you for laying this all out in your March 31 email. It made it easy for us to address each issue and hopefully speed along the process. Thank you.

Please keep us posted and up to date as the process proceeds so we do not cause any delays and make this a project we call all be proud of and benefit all the Cordova Residents.

John Harvill and Ty Trinh

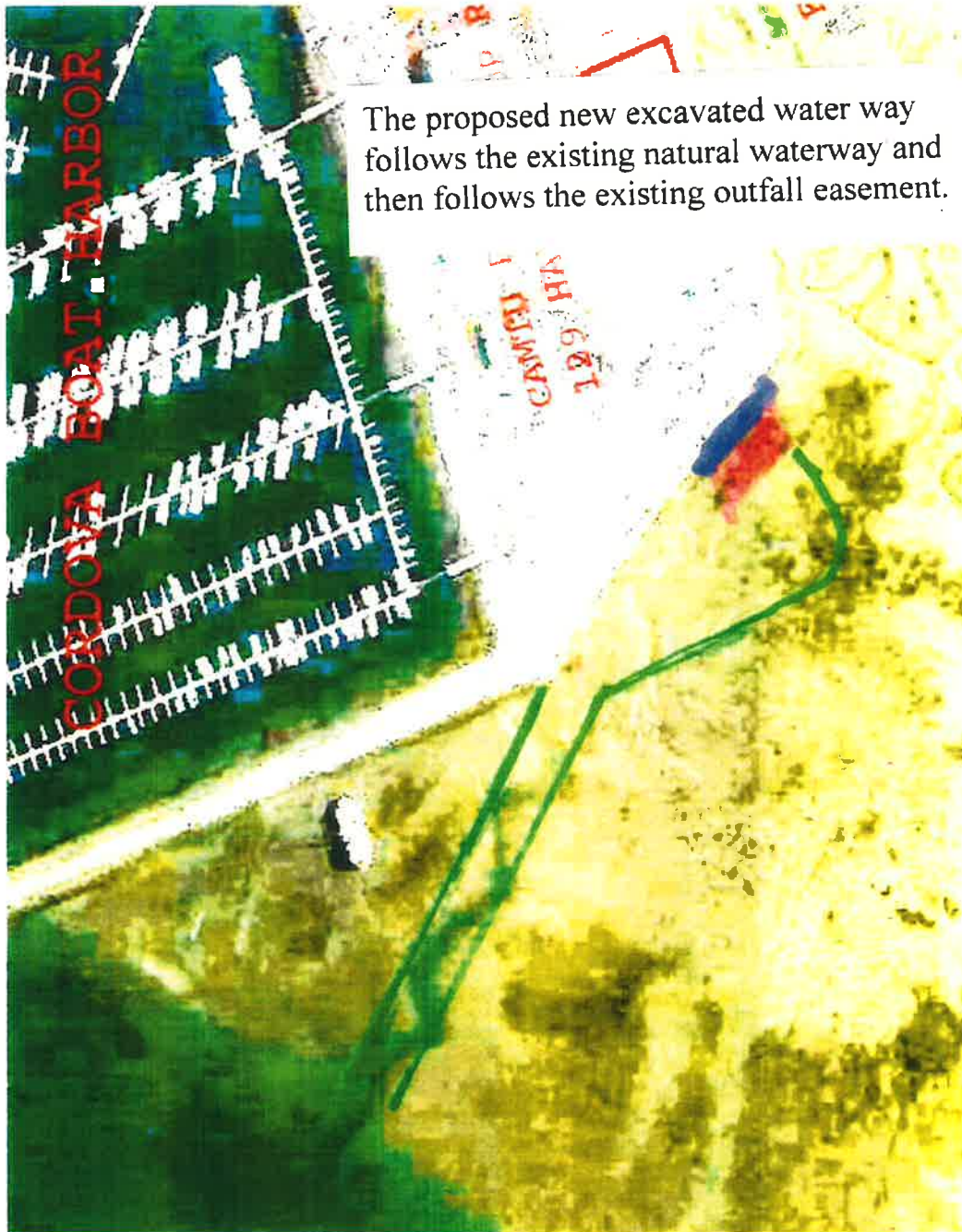

- Exhibit "A" Google View before Project
- Exhibit "B" Google View with project over lay
- Exhibit "C" Area overview to scale
- Exhibit "D" Dock area Detail

GOOGLE MAP BEFORE ANY CHANGES
EXHIBIT "A"

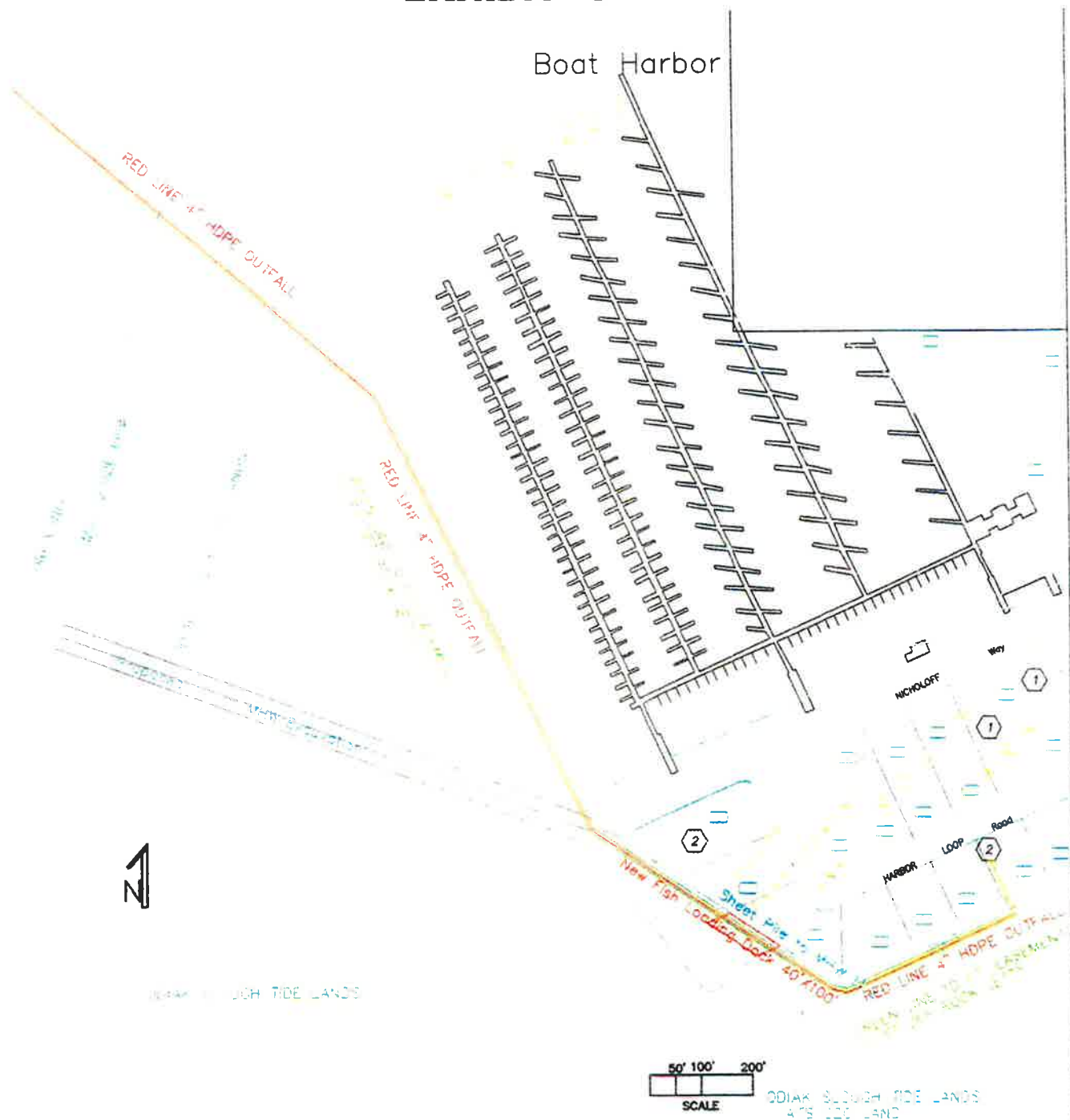


The map clearly shows an existing channel starting at west end of Nicholoff Ave. proceeding to the waters of Ocra Inlet. The proposal is to use this natural water way for the proposed new Alaska Wild Seafood fish unloading dock.

GOOGLE MAP WITH PROPOSED DOCK EXHIBIT "B"



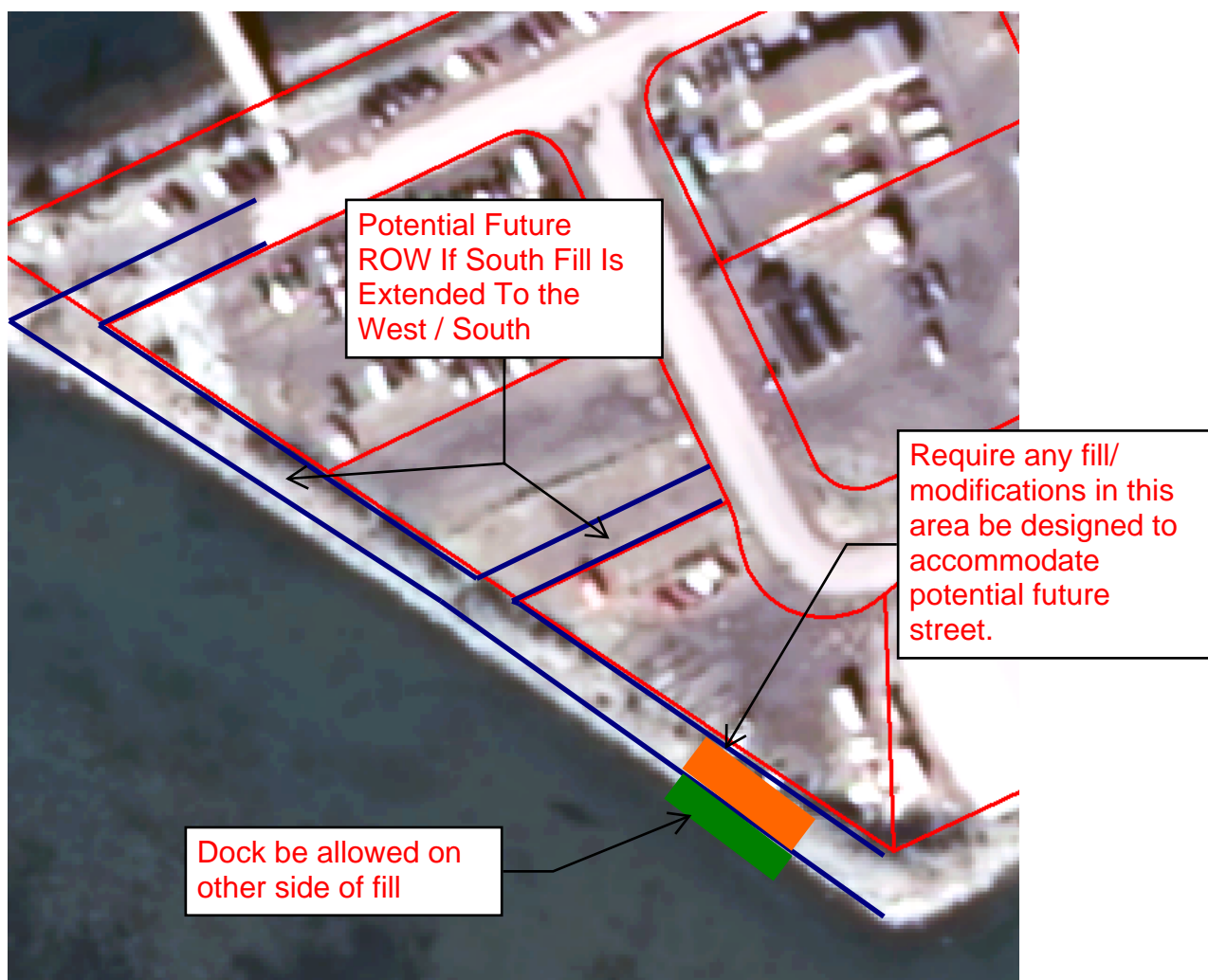
AREA MAP TO SCALE SHOWING THE GENERAL AREA WITH CORDOVA HARBOR AND PROPOSED NEW DOCK AND EXCUVATED WATER WAY EXHIBIT "C"



Date Prepared: Feb.16,2023	Applicant's Name ALASKA WILD SEAFOODS,LLC		
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINING, LAND AND WATER			
FISH PROCESSING DOCK			
Sec.(s)28,NE1/4	Township	T15S	Range R3W Meridian COPPER RIVER
Scale: 1"= 25'			
SHEET 1 of 1		File #	

DETAILED DOCK AREA MAP SHOWING
DETAILS SUPPORTING THE CORDOVA
COMPREHENSIVE PLAN
EXHIBIT "D"





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.



A.	Future agenda items - topics put on PA with no specific date for inclusion on an agenda	initially put on or revisited
----	---	-------------------------------

- | B. | Resolutions, Ordinances, other items that have been referred to staff | date referred |
|----|---|---------------|
|----|---|---------------|

- | | |
|----|--|
| C. | Upcoming Meetings, agenda items and/or events: with specific dates |
|----|--|

- 8/3/2022

D.	Council adds items to Pending Agenda in this way:
----	---

3) ...

108



City Council of the City of Cordova, Alaska
Pending Agenda
June 7, 2023 Regular Council Meeting

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

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

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

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

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

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

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

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

Port and Harbor

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

Water Upgrades

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

Sewer Upgrades

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

Streets Infrastructure and Equipment

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

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

Public Safety

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

Recreational Safety and Development

Pool Infrastructure

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

Bidarki Recreation Center

- Structural Repair
- Code and Ada Compliance
- Facility Improvements

Eyak Lake Skater's Cabin

- Demolish and replace.

Playground Renovations

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

Parks Restrooms/Buildings/Structures

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

Ski Hill Improvements

Land Development

- Housing
- Cold Storage
- Harbor Basin Expansion

and;

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

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

PASSED AND APPROVED THIS 15th DAY OF FEBRUARY 2023













ATTEST:

David Allison, Mayor

Susan Bourgeois, CMC, City Clerk

June 2023

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28				1	2	3
4	5	6	7	8	9	10
			6:45 Council public hearing 7:00 Council reg mtg CCAB			 
11	12	13	14	15	16	17
						
		6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL			
 cruise ship in town 2-10pm	19	20	21	22	23	24
	 City Hall Closed Juneteenth Holiday	5:30 CTC Board Meeting CCER	 7:00 Council reg mtg CCAB	 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

July 2023

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

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
25	26	27	28	29	30	1
2	3	4	5	6	7	8
9	 Cordova 4-H Music Camp July 10-14th <small>Sign up at www.cordovamusiccamp.org</small> <small>*Resident Camp is full, but little off-camps and Bluegrass Camp have space</small>	 City Hall Closed Independence Day Holiday	7:00 Council reg mtg CCAB			
16	17	18	19	20	21	22
		6:30 P&Z CCAB	6:00 Harbor Cms CCAB 7:00 Sch Bd HSL	 cruise ship in town 7am-12:30pm		 See you on the road!
23	24	25	26	27	28	29
		5:30 CTC Board Meeting CCER	7:00 Council reg mtg CCAB			
30	31	6:00 P&R CCM	6:00 CEC Board Meeting	6:00 CCMCAB HCR		

Notes

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CEC - 4th Wed
CCMCA Bd - last Thurs

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

Mayor and City Council - Elected

seat/length of term	email	Date Elected	Term Expires
Mayor:	David Allison	March 1, 2022	March-25
3 years	Mayor@cityofcordova.net		
Council members:			
Seat A:	Tom Bailer, Vice Mayor	March 1, 2022	March-25
3 years	CouncilSeatA@cityofcordova.net	March 5, 2019	
Seat B:	Cathy Sherman	March 7, 2023	March-26
3 years	CouncilSeatB@cityofcordova.net	March 3, 2020	
Seat C:	Kasey Kinsman	March 7, 2023	March-26
3 years	CouncilSeatC@cityofcordova.net		
Seat D:	Melina Meyer	March 2, 2021	March-24
3 years	CouncilSeatD@cityofcordova.net	March 6, 2018	
Seat E:	Anne Schaefer	March 2, 2021	March-24
3 years	CouncilSeatE@cityofcordova.net	March 6, 2018	
		December 6, 2017	elected by cncl
Seat F:	Kristin Carpenter	March 1, 2022	March-25
3 years	CouncilSeatF@cityofcordova.net		
Seat G:	Ken Jones	March 1, 2022	March-25
3 years	CouncilSeatG@cityofcordova.net		

Cordova School District School Board of Education - Elected

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

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

CCMC Authority - Board of Directors - Elected

length of term		Date Elected	Term Expires
3 years	Linnea Ronnegard, Chair CCMCBoardSeatC@cdvcmc.com	Mar 2, 2021 Mar 6, 2018	March-24
3 years	Ann Linville CCMCBoardSeatA@cdvcmc.com	March 1, 2022	March-25
3 years	Chris Iannazzone CCMCBoardSeatB@cdvcmc.com	March 7, 2023 March 24, 2022	March-25
		elected by board	
3 years	Liz Senear CCMCBoardSeatD@cdvcmc.com	March 2, 2021	March-24
3 years	Kelsey Appleton Hayden CCMCBoardSeatE@cdvcmc.com	March 7, 2023 March 3, 2020	March-26

Library Board - Appointed

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

Planning Commission - Appointed

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

seat up for re-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	Mike Babic	Nov '17, Dec '20	November-23
3 years	Andy Craig, Chair	Nov '16, '19 & Dec '22	November-25
3 years	Max Wiese	Mar '11, Jan '14, Nov '17, Dec '20	November-23
3 years	Ken Jones	Feb '13, Nov '16, Nov '19, Dec '22	November-25
3 years	Christa Hoover	Dec '21	November-24
3 years	Kate Laird	Apr '23	November-24
3 years	Tommy Sheridan	Sept '22	November-24

Parks and Recreation Commission - Appointed

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

Historic Preservation Commission - Appointed

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

seat up for re-election in Mar '24

vacant

board/commission chair

seat up for re-appt in Nov '23