

**Mayor**  
David Allison

**Council Members**  
Tom Bailer  
Cathy Sherman  
Kasey Kinsman  
Wendy Ranney  
Anne Schaefer  
Kristin Carpenter  
Ken Jones

**City Manager**  
Helen Howarth

**City Clerk**  
Susan Bourgeois

**Deputy Clerk**  
Tina Hammer

**Special City Council Meeting**  
**August 17, 2023 @ 5:00 pm**  
**Cordova Center Community Rooms**  
**Agenda**

**A. Call to order**

**B. Roll call**

Mayor David Allison, Council members Tom Bailer, Cathy Sherman, Kasey Kinsman, Wendy Ranney, Anne Schaefer, Kristin Carpenter, and Ken Jones

**C. Approval of agenda..... (voice vote)**

**D. Disclosures of Conflicts of Interest and Ex Parte Communications**

- conflicts as defined in 3.10.010 [https://library.municode.com/ak/cordova/codes/code\\_of\\_ordinances](https://library.municode.com/ak/cordova/codes/code_of_ordinances) should be declared, then Mayor rules on whether member should be recused, Council can overrule
- 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

**E. Communications by and petitions from visitors**

1. Audience Comments regarding agenda items..... (3 minutes per speaker)

**F. Approval of Consent Calendar..... (roll call vote)**

2. Minutes: a. 08-02-23 City Council Public Hearing Minutes..... (page 1)

- b. 08-02-23 City Council Regular Meeting Minutes..... (page 2)

3. Council action to waive protest of the transfer of liquor license #2433..... (page 5)  
to Grace Chung, dba, OK Restaurant

4. Per Charter Section 2-8 and Cordova Municipal Code 3.12.022, recordation of excused absences of **Mayor Allison and Ken Jones** and unexcused absence of **Anne Schaefer** from the August 2, 2023 Regular Meeting

**G. Correspondence**

5. 08-07-23 Letter from Council Member Ranney resigning from other Commissions..... (page 26)  
and Committees (Parks & Rec, Historic Preservation, and Trails)

**H. New Business**

6. Ordinance 1209..... (voice vote)(page 27)

An ordinance of the Council of the City of Cordova, Alaska authorizing the City Manager to enter into a 20-year lease with Trident Seafoods for Property described as a Roughly 22,000 Square Foot Portion of Lot 3, Block 7A, Tidewater Development Park – 1<sup>st</sup> reading

7. Resolution 08-23-28..... (roll call vote)(page 43)

A resolution of the Council of the City of Cordova, Alaska, authorizing City Manager to negotiate a contract with CML Security to install five electronic security doors for the jail detention area in the Public Safety Building for an amount not to exceed \$99,645.

8. Council Action to Direct City Manager to negotiate Contract with Wilson..... (voice vote)(page 46)  
Construction for Eyak Drive Culvert Replacement per PW#01 RFP

**I. Audience participation**

**J. Council comments**

**K. Executive Session**

City Council is permitted to enter into 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.

**L. 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**

if you have a disability that makes it difficult to attend city-sponsored functions, you may contact 424-6200 for assistance.  
full City Council agendas and packets available online at [www.cityofcordova.net](http://www.cityofcordova.net)



**City Council Public Hearing  
August 2, 2023 @ 6:45 pm  
Cordova Center Community Rooms  
Minutes**

**A. Call to order**

**Acting Vice Mayor Tom Bailer** called the Council public hearing to order at 6:45 pm on August 2, 2023, in the Cordova Center Community Rooms.

**B. Roll call**

Present for roll call were Council members **Tom Bailer**, **Cathy Sherman**, **Kasey Kinsman**, **Wendy Ranney**, and **Kristin Carpenter**. **Mayor David Allison** and Council members **Ken Jones** and **Anne Schaefer** were absent. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois**.

**C. Public hearing**

1. Ordinance 1208 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

**Tom Bailer** opened the hearing for public testimony on the ordinance.

There was no public testimony. **Tom Bailer** recessed the public hearing until 6:58pm. At 6:58pm there was still no public testimony.

**D. Adjournment**

Hearing no objection **Tom Bailer** adjourned the public hearing at 6:58 pm.

Approved: August 17, 2023

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

**Regular City Council Meeting**  
**August 2, 2023 @ 7:00 pm**  
**Cordova Center Community Rooms A & B**  
**Minutes**

**A. Call to order** – **Acting Vice Mayor Tom Bailer** called the Regular City Council Meeting to order at 7:00 pm on August 2, 2023, in the Cordova Center Community Rooms.

**B. Invocation and pledge of allegiance** – **Tom Bailer** led the audience in the Pledge of Allegiance.

**C. Roll call** - Present for roll call were Council members **Tom Bailer, Cathy Sherman, Kasey Kinsman, Wendy Ranney,** and **Kristin Carpenter.** **Mayor David Allison** and Council members **Ken Jones** and **Anne Schaefer** were absent. Also present were City Manager **Helen Howarth** and City Clerk **Susan Bourgeois.**

**D. Approval of Regular Agenda**

**M/Carpenter S/Kinsman** to approve the agenda.

Vote on the motion to approve: 5 yeas, 0 nays, 2 absent (Schaefer, Jones). Motion was approved.

**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 - none
3. Chairpersons and Representatives of Boards and Commissions - none
4. Student Council Report – summer vacation

**G. Approval of Consent Calendar**

**5. Minutes:** a. 07-05-23 Regular City Council Meeting Minutes

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

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

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

**J. Reports of Officers**

**6. Mayor's Report** – none

**7. City Manager's Report** – **Howarth** reported: 1) we've been in negotiations for the past 3 weeks with the IBEW – will discuss in executive session later tonight; 2) we are well into the Accounting Program transition – **Laura Cloward** has been contracted to oversee that; 3) financials through 6/30/23 – we are tracking fairly well – beginning budget process – will use a community engagement tool to reconnect with the public to understand where the priorities are and where to focus our efforts; 4) City investments RFP out – have heard from 3 or 4 interested firms – deadline is August 18; 5) NVE leadership changes have occurred, **Darrel Olsen**, Chair of Tribal Council asked for City's patience while they transition – they have folks in interim roles – might be 6 months or so before we hear from them about where they are on hospital/clinic/healthcare; **Bert Adams** has remained and will continue his leadership on Shepard Point Road Project.

**a. Financials through 06-30-23**

**Howarth** introduced resigning Chief **Andrew Goss** to share his experiences in the department.

**b. Police Chief Andrew Goss** – he said the officers now with Cordova Police Department are hard-working, loyal and never complain. He said they need help though, they are getting tired, they work around the clock. There are only 3 officers and 1 in training who doesn't finish training until October. For the 2024 budget he suggests at least 2 more officers, he thinks 4 more would be ideal.



c. South Harbor Project Update, Special Projects, **Collin Bronson** gave an overview of the project to date. We have received \$750K from the Denali Commission. There is still hope for a Congressional appropriation – we put in for \$4M with Representative Peltola’s office – it might look like we are in there for \$1M – nothing is guaranteed and might not know until November or December.

8. City Clerk’s Report - none

9. Departmental Quarterly Reports

a. Cordova Center 2Q, Cordova Center Coordinator **Marina Briggs**

b. City Investments 2Q, UBS Financial Services, **Chad Adams**

c. Cordova Public Library 2Q, Library Director, **Debbie Carlson**

d. Cordova Chamber of Commerce 2Q, Executive Director, **Cathy Renfeldt**

e. Cordova Historical Museum 2Q, Museum Director, **Ashley Bivin**

f. Cordova Police Department 2Q, **Police Chief Andrew Goss**

g. Parks & Rec Department 2Q, Parks & Rec Director, **Duncan Chisholm**

## K. Correspondence

10. 07-06-23 ADN Opinion Piece regarding Hatcheries in AK

11. 07-26-23 Letter from NVE regarding Interim Executive Director

## L. Ordinances and Resolutions

12. Ordinance 1208 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 – 2<sup>nd</sup> reading

**M/Carpenter S/Sherman** to adopt Ordinance 1208 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

**Carpenter** – this is a second reading of an issue we’ve talked about quite a bit. The minutes from our last meeting reflect the support for this, the USFS is a key community partner, she will support this again.

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

13. Resolution 08-23-27 A resolution of the Council of the City of Cordova, Alaska, Accepting Ownership and Maintenance of 3,100 feet of Sewer Main and a Lift Station

**M/Carpenter S/Sherman** to approve Resolution 08-23-27 A resolution of the Council of the City of Cordova, Alaska, Accepting Ownership and Maintenance of 3,100 feet of Sewer Main and a Lift Station

**Carpenter** said this is a project that has been in the works a long time, was undertaken to increase capacity with the addition of the new Science Center facility and will allow for future expansion along that corridor. **Sherman** is in support and this benefits the City – PWSSC worked with the City while constructing this – will benefit us into the future. She is in favor.

Vote on the motion to approve: 5 yeas, 0 nays, 2 absent (Schaefer, Jones). Motion was approved.

M. Unfinished Business – none

## N. New & Miscellaneous Business

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

Council opted to cancel the second August meeting on August 16. Special meeting will be called if there is pressing business.

## O. Audience Participation

**Cameron Hayden** of 1.7-mile Whitshed supported the comments made by **Chief Goss** earlier and asked for Council support of the department at budget.

**Daniel Fiser** police officer in Cordova for 3 years, supported what **Chief Goss** had spoken about earlier in the meeting.

**Ryan McMicken** police officer in Cordova – agreed with what was said by **Chief Goss** and the officers before him.

**Blake Reece** newest officer in Cordova, still in training, had been a dispatcher since 2014. Agreed with the **Chief** and asked Council to consider increasing the police department staffing.

**Sharin Leppert** of 405 Adams Ave, admin for the police department. She said the officers need help, she urged the council to listen to them and get more officers.

**Kelsey Hayden** her husband has been a police officer for seven years. She suggested a certain scheduling scenario that would require 6 officers and the Chief. The officers' quality of life is lacking, they are always on call. It makes it hard to continue to live here.

**Kadee Goss** wife of the Police Chief talked about being on-call and how they miss out on family time to respond, but they do so because their fellow officer needs their support.

**Aaron Hansen** of 600 Alder is a good friend of Officer Hayden's and discussed his sacrifice and missing out on Moose hunts, family events.

**Andy Morse** of 101 Whiskey Ridge Rd agreed with the Chief and thinks the police department needs at least another couple of officers. He said it is an incredible team right now with high morale.

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

**Sherman** said she appreciates the comments tonight. Kudos on the Denali Commission award. Was happy to see the Steelhead and Hana Cove go away on the barge that was here recycling metal.

**Carpenter** appreciated all those who commented tonight – knows it is not always easy to get up in public to speak and share strong emotions. She echoed comments about DC grant and Harbor/shipyard cleanup.

**Kinsman** thanked the CPD for their service to our community. He said the contract at the airport is lost revenue, we have the ability to earn \$6,600/month and it seems we are only averaging \$1,700/month.

**Ranney** said she appreciates the officers and their families – thanked **Chief Goss** – sad to see him go. She looks forward to trying to work this out at budget.

**Bailer** said he echoed a lot of the comments. He recalls that we found money for one more officer a few budget cycles ago, he is surprised now to hear that we need two more again.

#### **Q. Executive Session**

**15.** Recommendations from City Manager regarding Collective Bargaining Agreement negotiations, a subject which is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

**M/Sherman S/Carpenter** to enter executive session to discuss recommendations from City Manager regarding Collective Bargaining Agreement negotiations, a subject which is a matter the immediate knowledge of which would clearly have an adverse effect upon the finances of the government

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

At 8:15 **Bailer** asked for a short recess to clear the room. Human Resources Manager **Sheryl Glasen** and City Attorney **Will Earnhart** were invited to attend the Executive Session.

Council entered the executive session at 8:18 pm and was back in open session at 8:42 pm.

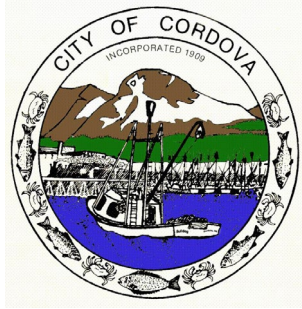
**Bailer** stated that Council discussed the CBA with the Manager and staff and no decisions were made.

#### **R. Adjournment**

Hearing no objection **Bailer** adjourned the meeting at 8:43 pm.

Approved: August 17, 2023

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



## AGENDA ITEM 3

**City Council Meeting Date: 8/17/23**

### CITY COUNCIL COMMUNICATION FORM

---

**FROM:** Susan Bourgeois, City Clerk  
**DATE:** 8/4/23  
**ITEM:** Council option to protest/waive protest transfer of  
Liquor License # 2433  
**NEXT STEP:** Motion

---

\_\_\_\_ ORDINANCE  
  x   MOTION

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

---

**I. REQUEST OR ISSUE:** A Cordova business is transferring its liquor license into the name of a surviving spouse. Council as the local governing body has the ability to protest the transfer.

**II. RECOMMENDED ACTION / NEXT STEP:** Council action to protest, waive right to protest, or waive protest with conditions. Approval of the consent calendar assumes the motion is to waive protest.

**III. FISCAL IMPACTS:** Cordova businesses collect and remit sales tax to the City. Establishments that are licensed to sell alcohol collect and remit sales tax at 6% plus a surtax at an additional 6% on retail alcoholic beverages.

**IV. BACKGROUND INFORMATION:** Comptroller Barb Webber and Deputy City Clerk Tina Hammer have determined this business to be current in all financial obligations to the City. Police Chief Andrew Goss has no public safety concerns about this business.

**V. LEGAL ISSUES:** The local governing body's right to protest is defined in AS 04.11.480, attached.

**VI. SUMMARY AND ALTERNATIVES:** Council approval of this motion:

*Council motion to waive it's right to protest the transfer of liquor license #2433, from Dae Chung to Grace Chung.*

## Susan Bourgeois

---

**From:** AMCO Local Government Only (CED sponsored) <amco.localgovernmentonly@alaska.gov>  
**Sent:** Friday, July 28, 2023 2:58 PM  
**To:** Susan Bourgeois  
**Cc:** AMCO Local Government Only (CED sponsored)  
**Subject:** License 2433  
**Attachments:** 2433 LGB Notice.pdf; 2433 AB-01.pdf; 2433 AB-02.pdf; 2433 AB-03.pdf

Good Afternoon,

Please find the attached notice regarding the transfer of license 2433.

*Audrey Saylor*

Licensing Examiner  
Alcohol and Marijuana Control Office (AMCO)  
Phone # 907-269-5065



July 27, 2023

City of Cordova

Attn: [cityclerk@cityofcordova.net](mailto:cityclerk@cityofcordova.net)

License Type:	Restaurant Eating Place	License Number:	2433
Licensee:	Grace Chung		
Doing Business As:	O.K. Restaurant		
Premises Address:	616 1 <sup>st</sup> Street		

Transfer from Dae J Chung to Grace Chung due to death of licensee

- ☐ New Application ☒ Transfer of Ownership Application  
☐ Transfer of Location Application ☐ Transfer of Controlling Interest Application

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

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

AS 04.11.491 – AS 04.11.509 provides that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant's proposed licensed premises are in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,  
Joan Wilson Director



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

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Why is this form needed?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review **Title 04 of Alaska Statutes** and **Chapter 304 of the Alaska Administrative Code**. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's Anchorage office, along with all other required forms and documents, before any license application will be considered complete.

### Section 1 – Transferor Information

Enter information for the **current** licensee and licensed establishment.

Licensee:	Dae J Chung	License #:	2433
License Type:	Restaurant/Eating Place	Statutory Reference:	AS 04.11.100
Doing Business As:	O.K. Restaurant		
Premises Address:	616 1st Street		
City:	Cordova	State:	AK
		ZIP:	99574
Local Governing Body:	Cordova		

### Transfer Type:

- ☒ Regular transfer  
☐ Transfer with security interest  
☐ Involuntary retransfer

### OFFICE USE ONLY

Complete Date:		Transaction #:	100553892
Board Meeting Date:		License Years:	
Issue Date:		Examiner:	

MAR 15 2023





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

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Section 2 – Transferee Information

Enter information for the **new** applicant and/or location seeking to be licensed.

Licensee:	Grace Chung				
Doing Business As:	O.K. Restaurant				
Premises Address:	616 1st Street				
City:	Cordova	State:	AK	ZIP:	99574
Community Council:					

Mailing Address:	PO Box 670				
City:	Cordova	State:	AK	ZIP:	99574

Designated Licensee:	Grace Chung				
Contact Phone:	206-883-5214	Business Phone:	907-424-3433		
Contact Email:					

Seasonal License? Yes ☐ No ☒ If "Yes", write your six-month operating period: \_\_\_\_\_

### Section 3 – Premises Information

Premises to be licensed is:

☒ an existing facility ☐ a new building ☐ a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

--

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

--



Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: ☒ applicant ☐ affiliate

Name:	Grace Chung				
Address:	PO Box 670				
City:	Cordova	State:	AK	ZIP:	99574

This individual is an: ☐ applicant ☐ affiliate

Name:					
Address:					
City:		State:		ZIP:	

### Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.

If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	





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

Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

☐☒

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

### Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

☒☐

If "Yes", disclose the name of the individual and the reason for this authorization:

Kang Cho. Phone # is 907-351-9848 Email: [kjcjungam@gmail.com](mailto:kjcjungam@gmail.com)

AMCO  
MAR 15 2023



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

Alaska Alcoholic Beverage Control Board

# Form AB-01: Transfer License Application

## Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

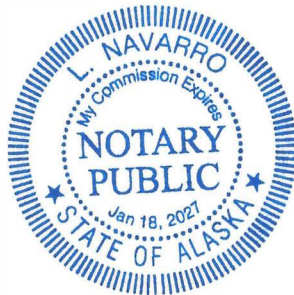
I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

[Signature]  
 Signature of transferor

Grace CHUNG  
 Printed name of transferor

Subscribed and sworn to before me this 24 day of February, 2023

[Signature]  
 Signature of Notary Public



Notary Public in and for the State of Alaska

My commission expires: 01-18-2027

\_\_\_\_\_  
 Signature of transferor

\_\_\_\_\_  
 Printed name of transferor

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Signature of Notary Public

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

AMCO  
 MAR 15 2023



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

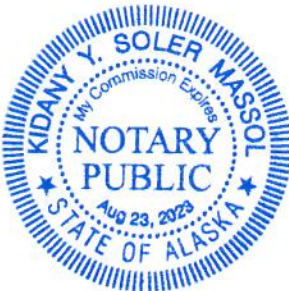
I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

[Signature] "Executor for the estate of Dae J Chung"

Signature of transferor

Dae J chung  
Printed name of transferor

Subscribed and sworn to before me this 27<sup>th</sup> day of July, 2023.



[Signature]  
Signature of Notary Public

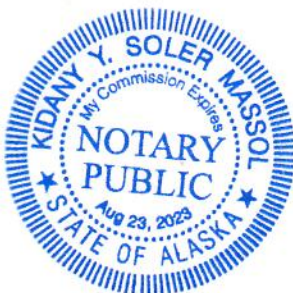
Notary Public in and for the State of Alaska

My commission expires: 08/23/2023

[Signature]  
Signature of transferor

Grace CHUNG  
Printed name of transferor

Subscribed and sworn to before me this 27<sup>th</sup> day of July, 2023.



[Signature]  
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 08/23/2023





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

Alaska Alcoholic Beverage Control Board  
**Form AB-11: Creditors Affidavit**

**Section 3 – Transferor Certifications**

Read the statements below, and then sign your initials in the box to the right of the statements:

Initials

I certify that all debts of the business and all taxes the business owes are listed on Page 1 of this form, and that the contact information provided for each creditor is current.



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



Dae J Chung

Printed name of transferor

[Handwritten Signature]

Signature of transferor

"Executor for estate of Dae J Chung"



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

# Alaska Alcoholic Beverage Control Board

## Form AB-01: Transfer License Application

### Section 9 – Transferee Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.



I certify that all proposed licensees have been listed with the Division of Corporations.



I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.



I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.



I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

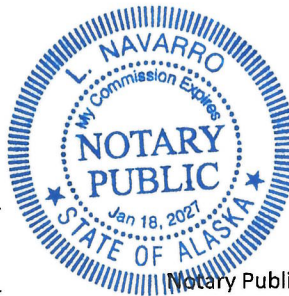


I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand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



Signature of transferee

Printed name



Signature of Notary Public

Notary Public in and for the State of

My commission expires: 01-18-2027

Subscribed and sworn to before me this 24 day of February, 2023



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

## Alaska Alcoholic Beverage Control Board

# Form AB-02: Premises Diagram

### Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

**The second page of this form may not be required.** Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

**This form must be completed and submitted to AMCO's Anchorage office before any license application will be considered complete.**

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

☐☒

## Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Grace Chung	License Number:	2433		
License Type:	Restaurant/Eating Place				
Doing Business As:	O.K. Restaurant				
Premises Address:	616 1st Street				
City:	Cordova	State:	AK	ZIP:	99574





Alcohol and Marijuana Control Office

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

Anchorage, AK 99501

[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)

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

Phone: 907.269.0350

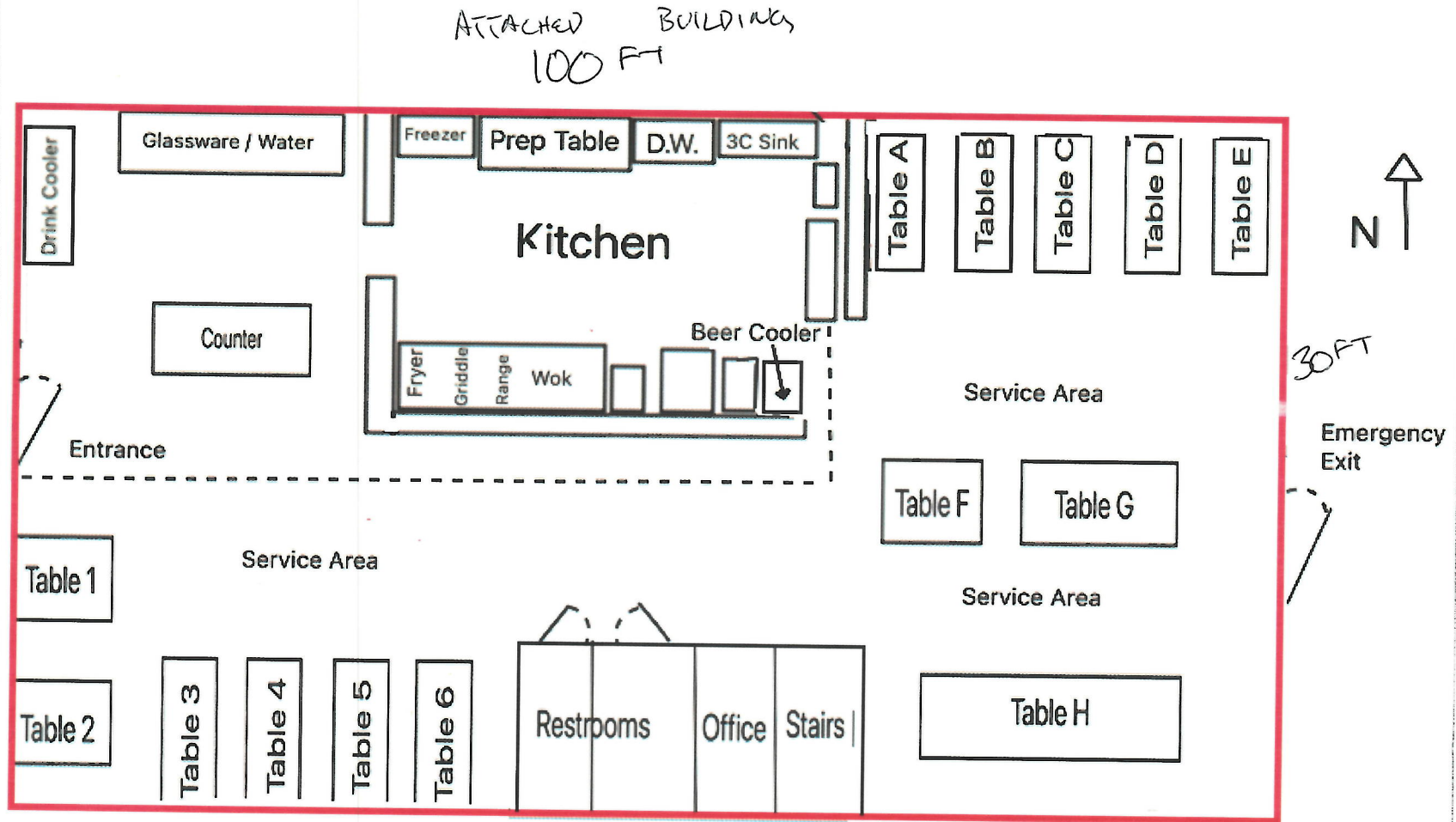
Alaska Alcoholic Beverage Control Board

## Form AB-02: Premises Diagram

### Section 2 – Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.

1st STREET



2nd STREET

ATTACHED BUILDING





Alaska Alcoholic Beverage Control Board

## Form AB-03: Restaurant Designation Permit Application

### Why is this form needed?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A menu or expected menu listing the meals, including entrées prepared on-site and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

### Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	Grace Chung				
License Type:	Restaurant/Eating Place	License Number:	2433		
Doing Business As:	O.K. Restaurant				
Premises Address:	616 1st Street				
City:	Cordova	State:	AK	ZIP:	99574
Contact Name:	Grace Chung	Contact Phone:	206-883-5214		

### Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- ☒ Dining after standard closing hours: AS 04.16.010(c)
- ☒ Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
- ☒ Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
- ☒ Employment for any persons under 21 years of age: AS 04.16.049(c)  
NOTE: Under AS 04.16.049(d), a Department of Labor and Workforce Development work permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Transaction #:	Initials:

AMCO  
MAR 15 2023



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 3 – Minor Access**

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

Minors will only be allowed in the dining area.

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

Minors will not be working alone at this restaurant. In case of minors are working, they will always be working with either a supervisor or a senior employee. Alcohol will be stored at the storage room that will be only access by a server and the manager who are over 21 years old. All servers have had current TAP/TIPS cards.

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours?

Yes      No  
☒      ☐

**Section 4 – DEC Food Service Permit**

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>

Please follow this link to the Municipality Food Safety Website:

<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

IF you are unable to certify the below statement, please discuss the matter with the AMCO office:

Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval.

*\*Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.*

AMCO  
MAR 15 2023





Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 5 – Hours of Operation**

Review AS 04.16.010(c).

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

Business Hours: 4pm - 9pm

**Section 6 – Entertainment & Service**

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes

No

☐☒

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

Food and beverage service offered or anticipated is:

☐

table service

☐

buffet service

☐

counter service

☐

other

If "other", describe the manner of food and beverage service offered or anticipated:



Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

**Section 7 – Certifications and Approvals**

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.



I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons.  
This menu includes entrées that are regularly sold and prepared by the licensee at the licensed premises.



I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.



I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted.

*(AB-03 applications that accompany a new or transfer license application will  
not be required to submit an additional copy of their premises diagram.)*



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



Grace CHUNG

Printed name of licensee

Signature of licensee

**Local Government Review** (to be completed by an appropriate local government official):

Approved

Denied



Signature of local government official

Date

Printed name of local government official

Title

AMCO  
MAR 15 2023



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

Alaska Alcoholic Beverage Control Board

**Form AB-03: Restaurant Designation Permit Application**

AMCO Enforcement Review:

Enforcement Recommendation:

Approve

Deny

☐☐

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Date

Enforcement Recommendations:

AMCO Director Review:

Approved

Denied

☐☐

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:



## Yakisoba

*Soft Japanese noodles and vegetables served with:  
Fried or steamed rice and daily soup*

Vegetable.....	21.95
Chicken or Pork.....	24.95
Beef.....	25.95
Shrimp or House.....	28.95

## Seafood Specialties

*Served with fried or steamed rice and daily soups*

Sweet & Sour Shrimp.....	23.95
Sizzling Shrimp w/Scallops.....	32.95
Lobster Sauce Shrimp.....	31.95
Prawns & Vegetables.....	31.95
Fried Jumbo Prawns.....	27.95
Curry Shrimp.....	31.95
Broccoli Shrimp.....	31.95
Kung Pao Shrimp.....	31.95
Szechwan Shrimp.....	31.95

## Combination Dinner

*Served with fried rice, daily soup, and an egg roll*

Please choose **ONE** letter:

- A. Sweet & Sour Chicken or Pork
- B. Sesame Chicken

Please choose **ONE** number:  
**\$26.95**

1. Mongolian Beef
  2. Almond Chicken
  3. Kung Pao Chicken or Beef
  4. Chow Mein (Beef, Chicken, or Pork)
  5. Broccoli Beef
  6. Szechwan Beef or Chicken
  7. Cashew Chicken
  8. Garlic Chicken
  9. Black Mushroom Beef or Chicken
- \$28.95**
10. Szechwan Shrimp
  11. Lobster Sauce Shrimp
  12. Kung Pao Shrimp
  13. Broccoli Shrimp

## Family Style Combination Dinners (for two or more people)

### OK Dinner

(\$39.95/person)

<b>Appetizer:</b>	Egg Roll(s), BBQ Pork, Fried Dumplings, Fried Wonton, & Fried Shrimp
<b>Soup:</b>	Wonton or Seafood Soup
<b>Entrees:</b>	Happy Family Sweet & Sour Shrimp Shrimp Fried Rice
<b>For 3:</b>	Sizzling Shrimp w/ Scallops
<b>For 4:</b>	Lobster Sauce Shrimp

### Family Dinner

(\$34.95/person)

<b>Appetizer:</b>	Egg Roll(s), BBQ Pork, Fried Dumplings, Fried Wonton, & Fried Shrimp
<b>Soup:</b>	Egg Drop or Wonton Soup
<b>Entrees:</b>	Mongolian Beef Sweet & Sour Chicken Pork Fried Rice
<b>For 3:</b>	Cashew Chicken
<b>For 4:</b>	Pork w/Vegetables

### Szechwan Special

(\$37.95/person)

<b>Appetizer:</b>	Egg Roll(s), BBQ Pork, Fried Dumplings, Fried Wonton, & Fried Shrimp
<b>Soup:</b>	Wonton or Hot & Sour Soup
<b>Entrees:</b>	Szechwan Shrimp Szechwan Beef Shrimp Fried Rice
<b>For 3:</b>	Kung Pao Shrimp
<b>For 4:</b>	Spicy Pork w/ Vegetables

## OK Restaurant

### To Go Menu

May 2021

**Monday to Saturday**  
4:00pm - 9:00pm

**Sunday**  
Closed

**Daily Lunch Specials**  
Currently Unavailable

*Served with daily soup, fried rice, and an egg roll*

**\$14.95/person**

1. Mongolian Beef or Chicken
2. Almond Chicken
3. Kung Pao Chicken
4. Chow Mein Beef or Chicken
5. Broccoli Beef or Chicken
6. Szechwan Beef or Chicken
7. Cashew Chicken
8. Garlic Beef or Chicken
9. Black Mushroom Beef or Chicken
10. Sweet & Sour Chicken or Pork
11. Lomein Beef or Chicken
12. Sesame Chicken

**\$15.95/person**

13. Sweet & Sour Shrimp
14. Kung Pao Shrimp
15. Szechwan Shrimp

616 First Street  
Cordova, Alaska  
424-3433 or 424-3432

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

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

AMGO  
MAR 15 2023

This is to certify that

**OK Restaurant**

p o box 670, Cordova, AK 99574

owned by

Grace Chung

is licensed by the department to conduct business for the period

December 28, 2022 to December 31, 2023  
for the following line(s) of business:

72 - Accommodation and Food Services



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

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

Julie Sande  
Commissioner

**August 7, 2023**

# MAYOR ALLISON

PO BOX 1210/ CORDOVA, ALASKA/99574

This letter is to inform you of my resignation from my appointments on the following Boards and Commissions. My new position on City Council needs to be my focus and I feel that I have served on the following Boards and Commissions for many years now and some new energies would best serve all the following entities.

Parks and Recreation Commission

Trails Committee

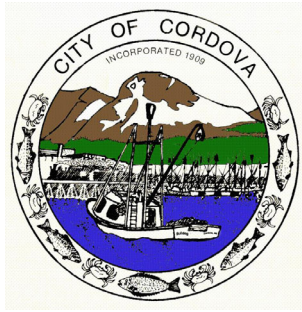
Historic Preservation Commission

I have sincerely enjoyed my time serving on all these Commissions and Committee's and hope to follow along with their needs, progress, and projects from the Council Chair.

SINCERELY,  
WENDY A RANNEY

CC: DUNCAN CHISHOLM  
DAVE ZASTROW  
NANCY BIRD  
SUSAN BOURGEOIS





**AGENDA ITEM # 6**  
**City Council Meeting Date: 8/17/23**  
**CITY COUNCIL COMMUNICATION FORM**

---

**FROM:** Kevin Johnson, City Planner  
**DATE:** 8/17/23  
**ITEM:** Ordinance 1209 - Lease Approval for Trident Seafoods Corp, for a Portion of Lot 3, Block 7A, Tidewater Development Park, First Reading  
**NEXT STEP:** City Council Decision on Lease Approval

---

☒ ORDINANCE  
☐ RESOLUTION

☐ INFORMATION  
☐ MOTION

---

**I. REQUEST OR ISSUE:**

Requested Actions:	Make Decision on Lease Approval
Applicant:	Trident Seafood Corporation
Legal Description:	Portion of Lot 3, Block 7A, Tidewater Development Park
Zoning:	Harbor (unzoned)
Attachments:	Location Map
Draft Lease	

**II. RECOMMENDED ACTION / NEXT STEP:** Staff has provided the following motions for the City Council to consider: “I move to adopt ordinance 1209”

**III. FISCAL IMPACTS:** The city would continue to receive revenue from lease payments. The existing annual lease payment without tax would increase from \$6,821.35 to \$7,579.28 and would be adjusted annually based on the Anchorage CPI.

**IV. BACKGROUND INFORMATION:** Trident Seafood Corporation has leased a portion of the city’s harbor tidelands to support the production operations of their south plant since 1993. The use of this tidelands was originally leased for the construction of a dock and float used for moorage, loading and unloading of fish products, and other activities in support of Tridents uplands facility.

The current lease with Trident has expired and all lease extension options have been exhausted. As there are no renewals remaining, the applicant is required to go through the land disposal process as if they are

a requesting to lease the land for the first time.

City Council approved staff to directly negotiate a lease with Trident at the 1/18/23 meeting. Following that meeting staff began negotiating the new lease and updating the format and terms of the lease to be consistent with our current leases.

**VI. LEGAL ISSUES:** No issues discovered with the lease following review by City's legal counsel

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

**CITY OF CORDOVA, ALASKA  
ORDINANCE 1209**

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWENTY-YEAR LEASE WITH  
TRIDENT SEAFOODS CORPORATION, FOR PROPERTY DESCRIBED AS A ROUGHLY  
22,000 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 Trident Seafoods Corporation, for the uses specified in the lease agreement; between the City of Cordova, Alaska ("City") and Trident Seafoods Corporation attached to this ordinance as Attachment A ("Lease"); and

**WHEREAS**, Trident Seafoods Corporation has leased this section of the harbor since 1993; and

**WHEREAS**, Trident Seafoods Corporation has constructed improvements in the leased area including a dock, cranes, and other infrastructure to support their seafood processing operations; and

**WHEREAS**, Trident Seafoods Corporation is a valuable economic driver to the community and continuing to lease this space will allow for them to remain cost effective and efficient in the processing operations to support the commercial fleet and city tax revenue.

**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 Trident Seafoods Corporation 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: August 17, 2023  
2nd reading and public hearing:

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

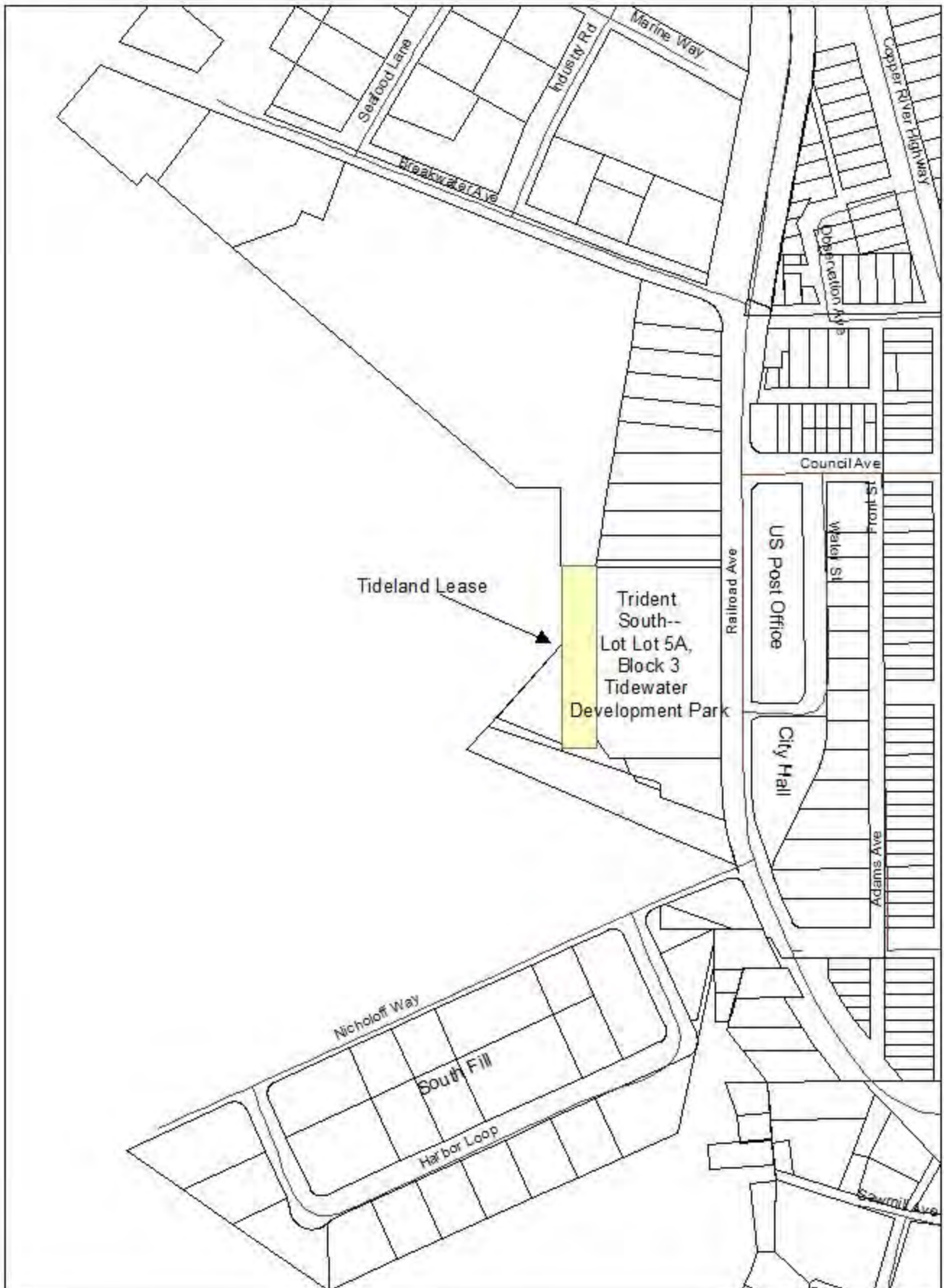
\_\_\_\_\_  
David Allison, Mayor

ATTEST:

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

DRAFT

# Trident Tideland Lease



**CITY OF CORDOVA**  
**Cordova, Alaska**

**LEASE**

**THIS LEASE** ("Lease"), dated as of the \_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date") by and between the **CITY OF CORDOVA**, a municipal corporation organized and existing under the laws of the State of Alaska (the "City"), and **TRIDENT SEAFOODS CORPORATION** doing business in Cordova, Alaska ("Tenant").

**RECITALS**

WHEREAS, the City owns a certain tidelands in Cordova, Alaska generally described as a portion (approximately 22,000 Square Feet) of Lot 3, Block 7A, Tideland Development Park as shown more particularly in Exhibit A to this lease (referred to hereinafter as the "Premises"); and

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

WHEREAS, the Cordova City Council ("Council") has approved the lease of the Premises from the City to Tenant in accordance with the Cordova City Charter §5-17 and Chapters 5.16 and 5.22 of the Cordova Municipal Code (hereinafter referred to as the "Code" or "CMC").

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

**1. LEASE OF PREMISES**

Subject to the terms and conditions set forth herein, the City hereby leases to Tenant and Tenant hereby leases from the City, the Premises, for the use(s) permitted under Section 5.

**2. LEASE TERM**

**A. Term.** The term of this Lease shall be twenty (20) years, commencing on the Effective Date and expiring twenty (20) years later, on \_\_\_\_\_, unless earlier terminated in accordance with the terms of this Lease.

**3. RENEWAL**

**A. Renewal.** This Lease may be renewed for two (2) additional five (5) year terms so long as both parties agree in writing to the renewal at least thirty (30) calendar days before the expiration of the Lease Term in effect at the time of renewal. The Tenant shall notify City at least ninety (90) calendar days before the expiration of the Lease Term in effect to request renewal of the Lease.

**4. RENT**

**A. Base Rent.** The rent during the term of this Lease shall be Seven Thousand Five Hundred and Seventy Nine Dollars and Twenty Eight Cents (\$7,579.28) annually, which shall be due and payable within ten (10) business days of the signing date of this agreement and annually thereafter. Base Rent shall be paid to the City in lawful money of the United States without abatement, deduction or set-off for any reason whatsoever, at the address provided for notice to the City set forth in Section 22.E of this Lease, or at any other place that the City may from time to time direct in writing. Base Rent shall be paid promptly when due without notice or demand therefor. The parties intend the Base Rent to be absolutely net to the City. All costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises shall be the obligation of, and shall be paid by, Tenant.

**B. Additional Charges.** In addition to the Base Rent, Tenant acknowledges and agrees that Tenant is obligated to pay and shall pay, before delinquency and without reimbursement, all costs, expenses and obligations of every kind and nature whatsoever in connection with or relating to the Premises or the activities conducted on the Premises, including without limitation those costs, expenses and obligations identified in Section 8 and all other sums, costs, expenses, taxes (including 6% sales tax as that rate may be modified from time to time, which shall be paid by Tenant monthly at the same time Tenant makes its monthly payments of Base Rent to the City) and other payments that Tenant assumes or agrees to pay under the provisions of this Lease (the "Additional Charges").

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

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

**D. Adjustment of Base Rent.** Beginning on the first anniversary of the Effective Date, Base Rent shall be adjusted annually by the Consumer Price Index (CPI-U) for the Anchorage, Alaska metropolitan area, as computed and published by the United States Bureau of Labor Statistics. Annual Base Rent adjustments will be equal to the percentage change between the then-current CPI-U and the CPI-U published for the same month during the previous year. No adjustments to Base Rent shall cause a reduction in the Base Rent. The City is not required to give advance written notice of the increase for the adjustment to be effective. In no event shall any adjustment result in a reduction in the amount of rent paid for the prior year. Adjustments shall apply and continue throughout the duration of the lease renewal period.

**E. Security Deposit.** Upon execution of this Lease, the City shall require Tenant to deposit with the City an amount equal to one-sixth (1/6) of the annual rent (the "Security Deposit"). The Security Deposit shall be held by the City as security for the faithful performance by Tenant of all of Tenant's obligations under this Lease. If Tenant fails to pay the Base Rent, or a portion thereof, or otherwise defaults with respect to any provision of this Lease, after notice and beyond the expiration of any applicable cure period the City may use, apply or retain all or any portion of the Security Deposit for:

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

## **5. USES AND CONDITION OF PREMISES**

**A. Authorized Uses.** The demised premises are to be used only for the purpose of boat moorage,

loading and unloading of fish products, and activities in support of and related to the use of the uplands.

**B. Inspections.** The City and its authorized representatives and agents shall have the right, but not the obligation, to enter the Premises at all reasonable times to inspect the use and condition of the Premises; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Premises. The City shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of the City's entry onto the Premises, except for damage resulting directly from the acts of the City or its authorized representatives or agents.

**C. Compliance with Laws.** Tenant shall maintain and repair the Premises in compliance with all applicable laws, regulations, ordinances, rules, orders, permits, licenses and other authorizations. Tenant 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. Tenant shall not leave the Premises unoccupied or vacant without the City's prior written consent. Tenant 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 Tenant'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. Tenant 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, and further agrees to indemnify, defend and hold the City harmless from and against any and a liabilities, claims or damages resulting from a release or discharge of Hazardous Materials on the Premises.

**D. Tenant's Acceptance of Premises.** Tenant has inspected the Premises to its complete satisfaction and is familiar with its condition, and the City makes no representations or warranties with respect thereto, including but not limited to the condition of the Premises or its suitability or fitness for any use Tenant may make of the Premises. Tenant accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. No action or inaction by the Council, the City Manager, or any other officer, agent or employee of the City relating to or in furtherance of the lease of the Premises shall be deemed to constitute an express or implied representation or warranty that the Premises, or any part thereof, is suitable or usable or any specific purpose whatsoever. Any such action or inaction shall be deemed to be and constitute performance of a discretionary policy and planning function only, and shall be immune and give no right of action as provided in Alaska Statute §9.65.070, or any amendment thereto.

**E.** The City may terminate this Lease for any or no reason upon twelve (12) months' written notice to Tenant. The Tenant may terminate this Lease for any or no reason upon twelve (12) months written notice to City.

## **6. REPRESENTATIONS AND WARRANTIES**

Tenant represents and warrants to the City that Tenant (i) is not delinquent in the payment of any obligation to the City, (ii) has not previously breached or defaulted in the performance of a material contractual or legal obligation to the City, which breach or default has not been remedied or cured; (iii) is a limited liability company organize and existing under the laws of the State of Alaska, and is and will remain duly organized and existing in good standing; and (iv) has authorized the execution of this Lease in accordance with the terms of its operating agreement and state law, and that the Lease constitutes a valid and binding obligation of the Tenant.

## **7. ASSIGNMENTS AND SUBLETTING; SUBORDINATION**

Tenant shall not assign or otherwise transfer this Lease or any interest herein or sublet the Premises or any portion thereof, or permit the occupancy of any part of the Premises by any other person or entity, without the prior written consent of the City, which consent the City may withhold in its absolute



discretion. The City shall not be required to subordinate this Lease or the City's interest in the Premises to the interest of any other person or entity.

## **8. OPERATIONS, MAINTENANCE, UTILITIES, TAXES AND ASSESSMENTS**

Tenant shall, at Tenant's sole cost and expense, be solely responsible for: (1) the maintenance and repair of the Premises and shall not commit or allow any waste upon the Premises; (2) obtaining any and all permits and approvals necessary for Tenant's use of the Premises; (3) all utilities and services needed for Tenant's use of the Premises; (4) all taxes and assessments levied against the Premises, and Tenant 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 Tenant's use or occupancy thereof; and (7) any taxes on the leasehold interest created under this Lease.

## **9. LIENS**

Tenant 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, Tenant will ensure that the notice is maintained in a conspicuous place.

## **10. ENVIRONMENTAL**

### **A. For purposes of this Section:**

(i) Environmental Requirement shall mean any law, regulation, or legal requirement relating to health, safety, or the environment, now in effect or hereinafter enacted, including but not limited to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Toxic Substances Control Act (TSCA), the Federal Insecticide Fungicide and Rodenticide Act (FIFRA), the Resource Conservation and Recovery Act (RCRA), the Clean Air Act (CAA) and the Clean Water Act (CWA), the Occupational Safety and Health Act (OSHA) and all similar state and local laws, rules, regulations, and guidance, now in existence or hereinafter enacted, as each such law, rule, or regulation may be amended from time to time.

(ii) Environmental Hazard shall mean Hazardous Materials (as defined hereinafter), or the storage, handling, production, disposal, treatment, or release thereof.

(iii) Hazardous Material shall mean

(a) any hazardous waste, any extremely hazardous waste, or any restricted hazardous waste, or words of similar import, as defined in the Resource Conservation and Recovery Act (42 USC §6901 *et seq.*)

(b) any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §9601 *et seq.*)

(c) any toxic substances as defined in the Toxic Substances Control Act (15 USC §2601 *et seq.*)

(d) any pollutant as defined in the Clean Water Act (33 USC §1251 *et seq.*)

(e) gasoline, petroleum, or other hydrocarbon products or by-products

(f) asbestos

(g) any other materials, substances, or wastes subject to environmental regulation under any applicable federal, state, or local law, regulation, or ordinance now or hereafter in effect

(iv) Environmental Liabilities shall mean any liability, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, reasonable attorneys' fees, reasonable consultant fees, and reasonable expert fees), arising from or based on environmental contamination or the threat of environmental contamination, or noncompliance, or violation of, any Environmental Requirement and shall include, but not be limited to, liability arising from

(a) any governmental action, order, directive, administrative proceeding, or ruling

(b) personal or bodily injuries (including death) or damages to any property (including loss of use) or natural resources

(c) clean-up, remediation, investigation, monitoring, or other response action

(v) Environmental Release shall mean any release, spill, leak, discharge, injection, disposal, or emission of any Hazardous materials into the environment.

**B.** At all times during the term of the Lease, Tenant shall conduct its activities at the Premises, and shall ensure that any invitee of Tenant conducts its activities at the Premises in strict compliance with all applicable Environmental Requirements.

**C.** Notwithstanding any other provision of this Lease, Tenant agrees to indemnify and hold harmless City, City's successors and assigns, and City's present and future officers, directors, employees, and agents, (collectively "City Indemnitees") from and against any and all Environmental Liabilities, which City or any or all of the City Indemnitees, may hereafter suffer, incur, be responsible for, or disburse as a result of any Environmental Hazard at the Premises to the extent caused by or attributable to Tenant or Tenant's activities, or by any invitee of Tenant or by the activities of any invitee of Tenant.

**D.** Notwithstanding any other provision of the Lease, City agrees to indemnify and hold harmless Tenant, Tenant's successors and assigns, and Tenant's present and future officers, directors, employees and agents (collectively "Tenant Indemnitees") from and against any and all Environmental Liabilities which Tenant or any of the Tenant Indemnitees may hereafter suffer, incur, be responsible for, or disburse as a result of any Environmental Hazard at the Premises to the extent caused by or attributable to City or City's activities, or by any invitee of City or by the activities of any invitee of City .

**E.** The provisions of this Section shall survive termination of this Lease.

## **11. INDEMNIFICATION**

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

lien, and providing the City with proof of the same. The indemnities provided by this Section shall survive termination of this Lease.

**B. Environmental Indemnification.** Tenant has had full opportunity to examine the Premises for the presence of any Hazardous Material (as defined Section 10 of this Lease) and accepts the Premises AS IS, WHERE IS, WITH ALL FAULTS. Tenant releases the City and its authorized representatives, agents, officers, and employees from any and all actions, suits, claims, demands, penalties, fines, judgments, liabilities, settlements, damages, or other costs or expenses (including, without limitation, attorney's fees, court costs, litigation expenses, and consultant and expert fees) arising during or after the term of this Lease, that result from the use, keeping, storage, or disposal of Hazardous Material in, on or about the Premises by Tenant, or that arise out of or result from Tenant's occupancy or use of the Premises or the use or occupancy of the Premises by Tenant's employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees 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. Tenant 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 Tenant, its employees, agents, servants, customers, contractors, subcontractors, sub-lessees, invitees or authorized representatives.

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

## **12. INSURANCE**

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

**A.** Commercial general liability insurance in respect of the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per accident or occurrence for bodily injury and death, and a minimum limit of liability of One Million Dollars (\$1,000,000.00) for property damage for each occurrence;

**B.** Property insurance, insuring against loss or damage by fire and such other risks as are customarily included in the broad form of extended coverage, in an amount of coverage not less than the replacement value of the improvements on the Premises, if any, and on such terms as are satisfactory to the City;

**C.** Contractors pollution liability insurance in respect of the Premises and the conduct of Tenant's business and operations, naming the City as an additional insured, with minimum limits of liability of One Million Dollars (\$1,000,000.00)

**D.** Personal property insurance covering Tenant's trade fixtures, furnishings, equipment, and other items of personal property of Tenant located on the Premises; and

**E.** Workers compensation insurance, and such other insurance as is required by law.

All insurance required under this Lease shall contain an endorsement requiring thirty (30) days' advance written notice to the City before cancellation or change in the coverage, scope, or amount of any policy. Prior to commencement of the Lease term, Tenant shall provide the City with proof of the insurance required by this Section 12.

### **13. REMOVAL OF PROPERTY**

Upon expiration or earlier termination of this Lease, at the option of the City, Tenant shall remove from the Premises, at Tenant's sole expense, all property Tenant has placed or caused to be placed on the Premises, Tenant shall repair any damage to the Premises caused by such removal and return the Premises as near as possible to its original condition as existed on the Effective Date. All property which is not promptly removed by Tenant pursuant to the City's request and in any event within ninety (90) days of the date of expiration or termination of this Lease may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses. Notwithstanding any provision to the contrary in this Lease, all petroleum, fuel, or chemical storage tanks installed in or on the Premises during the term of this Lease shall remain the property of the Tenant and, upon expiration or earlier termination of the Lease and upon request of the City, Tenant shall remove any and all such tanks and any and all contaminated soil and other materials from the Premises, all at Tenant's sole expense.

### **14. DEFAULT AND REMEDIES**

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

(i) The failure to make payment when due of any installment of rent, additional rent, Additional Charges or of any other sum herein specified to be paid by the Tenant;

(ii) The failure to pay any taxes or assessments due from the Tenant to the City and in any way related to this Lease, the Premises, any improvements, or the Tenant's activities or business conducted thereon, including but not limited to any real property, personal property or sales taxes;

(iii) An assignment for the benefit of Tenant's creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt, or for extending the time for payment, adjustment, or satisfaction of Tenant's liabilities, or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency, unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated or otherwise permanently stated or terminated within thirty (30) days after the assignment, filing or other initial event;

(iv) The appointment of a receiver or a debtor-in-possession to take possession of the Premises (or any portion thereof) or of Tenant's interest in the leasehold estate (or any portion thereof) or of Tenant's operations on the Premises (or any portion thereof) by reason of Tenant's insolvency;

(v) The abandonment or vacation of the Premises or any portion thereof;

(vi) Execution, levy or attachment on Tenant's interest in this Lease or the Premises, or any portion thereof;

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

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

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

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

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

(iii) Declare this Lease terminated;

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

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

(vi) Recover the costs of performing any duty of Tenant in this Lease;

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

## **15. SUBSIDENCE**

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

## **16. VACATION BY TENANT**

Upon the expiration or sooner termination of this Lease, Tenant shall peaceably vacate the Premises and the Premises shall be returned to the City by Tenant together with any alterations, additions or improvements made on or after the Effective Date, unless the City requests that they be removed from the Premises. Upon such vacation, Tenant shall remove from the Premises any items of personal property brought on to the Premises. Any such property not removed from the Premises within ninety (90) days of the expiration or termination of this Lease shall become the property of the City at no cost or charge to the

City, and may be removed, sold, destroyed or otherwise disposed of in any manner deemed appropriate by the City, all at Tenant's sole expense, and Tenant hereby agrees to pay the City for such expenses.

#### **17. RESERVATION OF RIGHTS**

The City reserves the right to designate and grant rights-of-way and utility easements across the Premises without compensation to Tenant 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 Tenant shall be compensated for the taking or destruction of any improvements on the Premises. Tenant shall be responsible for requesting a rental adjustment to reflect any reduction in the value of the Premises.

#### **18. 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 twenty (20) 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 Tenant shall be removed from the Premises by Tenant at its own expense, and Tenant shall repair any damage or injury to the Premises, and correct any unsightly conditions caused by the maintenance or removal of said signs.

#### **19. HOLDING OVER**

If Tenant with the City's written consent remains in possession of the Premises after the expiration or termination of the Lease term for any cause, or after the date in any notice given by the City to Tenant terminating this Lease, such holding over shall be deemed a tenancy from month to month at the same rental amount applicable immediately prior to such expiration or termination, subject to adjustment in accordance with CMC § 5.22.040(c) or such successor provision of the code then in effect, and shall be terminable on thirty (30) days' written notice given at any time by either party. All other provisions of this Lease except those pertaining to term and rent shall apply to the month-to-month tenancy. If Tenant holds over without the City's express written consent, Tenant is deemed to be a tenant at sufferance and may be removed through a forcible entry and detainer proceeding without service on Tenant of a notice to quit.

#### **20. EMINENT DOMAIN**

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

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

**B. Partial Taking.** If the Premises are partially taken by condemnation, then this Lease shall continue and the rent as specified in Section 4 above shall be abated in a proportion equal to the ratio that the portion of the Premises taken bears to the total Premises leased hereunder.

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

#### **21. COSTS**

Tenant shall be liable to and shall pay the City for the fees and costs incurred by the City in connection with the preparation, operation and enforcement of this Lease.

#### **22. MISCELLANEOUS**

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

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

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

**D. Relationship of Parties.** Nothing in this Lease shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Tenant 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 the City and Tenant other than the relationship of Tenant and City.

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

**TO CITY:**

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

**TO TENANT:**

**Trident Seafoods Corporation**  
**Attn: \_\_\_\_\_**  
**P.O. Box 1784**  
**Cordova, Alaska 99574**

With a copy to: legalnotice@tridentseafoods.com

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

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

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

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

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

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

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

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

**M. Authority.** Tenant represents that Tenant is a for-profit limited liability company duly organized, validly existing, and in good standing under the laws of the State of Alaska, and that Tenant has all necessary power and is duly authorized to enter into this Lease and to carry out the obligations of Tenant hereunder.

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

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

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

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

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

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

**CITY:**

**CITY OF CORDOVA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: City Manager

Attest: \_\_\_\_\_  
City Clerk

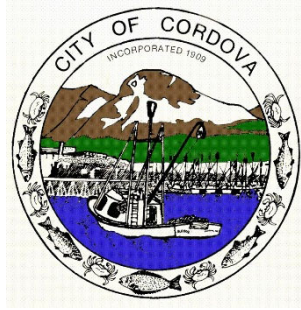
**TENANT:**

**Trident Seafoods Corporation**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_





**AGENDA ITEM 7**  
**City Council Meeting Date: 8/17/2023**  
**CITY COUNCIL COMMUNICATION FORM**

---

**FROM:** Helen Howarth, City Manager  
**DATE:** 8/16/2023  
**ITEM:** City of Cordova remote access jail detention locks  
**NEXT STEP:** Council authorizes the City Manager to negotiate this contract

---

☐ ORDINANCE  
☐ MOTION

☒ RESOLUTION  
☐ INFORMATION

---

**I. REQUEST OR ISSUE:** This form constitutes the memorandum required per Code per 5.12.040 setting forth the following:

- A. Identity of Contractor: *CML Security*
- B. Contract Price: *\$99,645*
- C. Nature & quantity of the work that the City shall receive under the contract:  
*Installation of remote access detention locks for jail facility.*

**II. RECOMMENDED ACTION / NEXT STEP:** Approve Resolution 08-23-28 to negotiate with CML Security to install five electronic security doors for the jail detention area in the public safety building for an amount not to exceed \$99,645.

**III. FISCAL IMPACTS:** The proposal includes installation of equipment on five jail doors with material costs of \$11,819 per door for detention equipment and installation and \$8,110 per door for electronic equipment. The cost for five doors is \$99,645 which will be paid for with cost saving from other projects.

**IV. BACKGROUND INFORMATION:** This project will install five surface mount detention locks on jail doors, provide equipment and console for automatic control of doors, and voice intercoms to improve officer safety and prevent a repeat of the inmate assault this summer.

Officers will be able to lock or unlock jail door(s) without entering the area where prisoners are held. Officers will use the intercom to inform prisoners to go inside their cells and close the

door. Once the prisoners shut the door, they will automatically lock. The control module will be accessed by dispatch officers and offer a visual display to ensure compliance. Dispatch will be able to unlock the jail cell doors so the inmates can shower, watch T.V. etc. without an officer entering the inmate area. Once inmates are in their cells, officers can bring food and other necessities without risk of incident.

This solution will save on personnel costs. After the inmate attack, policy was changed to require two officers be present when serving meals and providing other necessities that require entry into the inmate area. This solution will allow safe service delivery with only one officer present freeing up limited staff to address other public safety concerns

**V. LEGAL ISSUES:** N/A

**VI. SUMMARY AND ALTERNATIVES:** Council could choose not to approve the contract.

**CITY OF CORDOVA, ALASKA  
RESOLUTION 08-23-28**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF CORDOVA, ALASKA,  
AUTHORIZING CITY MANAGER TO NEGOTIATE A CONTRACT WITH CML  
SECURITY TO INSTALL FIVE ELECTRONIC SECURITY DOORS FOR THE JAIL  
DETENTION AREA IN THE PUBLIC SAFETY BUILDING FOR AN AMOUNT NOT  
TO EXCEED \$99,645.**

**WHEREAS**, City of Cordova has a contract with State of Alaska to provide detention services for individuals arrested and detained for state crimes; and

**WHEREAS**, City of Cordova Police and Dispatch personnel provide services for inmates' health and welfare including meals per the State contract; and

**WHEREAS**, City personnel frequently interact directly with incarcerated individuals without backup by another officer or a way to provide services without person to person engagement; and

**WHEREAS**, City of Cordova Jail facility does not have a way for officers to secure doors or provide services without using keys which creates added security risk; and

**WHEREAS**, recently a City employee was injured and restrained during an inmate attack resulting in the inmate's escape; and

**WHEREAS**, CML Security specializes in jail security systems throughout the state and installation of such a system would resolve Cordova Jail's security issues.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Council of the City of Cordova, Alaska, hereby authorizes the City Manager to negotiate with CML Security to install five electronic security doors for the jail detention area in the public safety building for an amount not to exceed \$99,645.

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

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

ATTEST:

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



**AGENDA ITEM 8**  
**City Council Meeting Date: 8/17/2023**  
**CITY COUNCIL COMMUNICATION FORM**

---

**FROM:** Samantha Greenwood, Public Works Director  
**DATE:** 8/15/23  
**ITEM:** Award of RFP# PW-01 EYAK DRIVE CULVERT REPLACEMENT  
**NEXT STEP:** Council authorizes the City Manager to negotiate this contract

---

☐ ORDINANCE  
☒ MOTION

☐ RESOLUTION  
☐ INFORMATION

---

**I. REQUEST OR ISSUE:** This form constitutes the memorandum required per Code per 5.12.040, setting forth the following:

- A. Identity of Contractor: *Wilson Construction Inc.*
- B. Contract Price: *\$44,280.00*
- C. Nature & quantity of the work that the City shall receive under the contract:  
*The project includes removing and replacing the existing culvert with a 40-foot culvert. The 40-foot culvert has been cut into (2) 20-foot sections. One section has a flange that will allow the other section to slide into the pipe.*
- D. The time for performance under the contract.  
*The contract will be completed if the weather allows this fall or next spring*

**II. RECOMMENDED ACTION / NEXT STEP:** Council suggested motion “to direct the City Manager to negotiate a contract with Wilson Construction, Inc. to remove and replace the existing culvert on Eyak Drive with a 40-foot culvert. for a sum not to exceed Forty-four thousand two hundred eighty dollars (\$44,280.00)”.

**III. FISCAL IMPACTS:** The Eyak Culvert replacement was a Capital Project approved in Resolution 02-23-06.

**IV. BACKGROUND INFORMATION:** The culvert is beginning to collapse. There are approximately 3 feet of the culvert that is collapsing and separating. This is the only public access to Eyak, Ginko, and

Gandil Drive (6.5-mile roads). The road has multiple users, including trucks towing fishing boats, graders, loaders, and residential traffic. The road is narrow and replacing the existing culvert with a longer culvert will provide an additional area on the sides to absorb the heavy loads. The RFP requires a traffic plan and notice of closures to residents.

**V. LEGAL ISSUES:** The RFP adheres to the City Code 5.12.130 - Competitive sealed proposals, and this memo reflects requirements of 5.12.040.

**VI. SUMMARY AND ALTERNATIVES:** Council could choose not to approve the contract. Eventually, the culvert will fail.



### **5.12.040 - Council approval of contracts.**

No contract for supplies, services or construction which obligates the city to pay more than twenty-five thousand dollars may be executed unless the council has approved a memorandum setting forth the following essential terms of the contract:

- A. The identity of the contractor;
- B. The contract price;
- C. The nature and quantity of the performance that the city shall receive under the contract; and
- D. The time for performance under the contract.

(Ord. 1019 § 1, 2008: Ord. 874, 2000: Ord. 809 (part), 1998).

(Ord. No. 1093, § 1, 1-4-2012)

### **5.12.130 Competitive sealed proposals.**

- A. If the city manager determines in writing that use of competitive sealed bidding is not practicable, the city may procure supplies, services or construction by competitive sealed proposals under this section.
- B. The city manager shall solicit competitive sealed proposals by issuing a request for proposals. The request for proposals shall state, or incorporate by reference, all specifications and contractual terms and conditions to which a proposal must respond, and shall state the factors to be considered in evaluating proposals and the relative importance of those factors. Public notice of a request for proposals shall be given in accordance with Section 5.12.110(B). A request for proposals may be modified or interpreted only in the manner provided in Section 5.12.110(C).
- C. Sealed proposals shall be submitted by mail, delivery service or in person at the place and no later than the time specified in the request for proposals. Proposals not submitted at the place or within the time so specified shall not be opened or considered.
- D. Proposals shall be opened so as to avoid disclosing their contents to competing proposers before notice of intent to award a contract is issued. Proposals, tabulations and evaluations thereof shall be open to public inspection only after notice of intent to award a contract is issued. To the extent the proposer designates in writing and other provisions of law permit, trade secrets and other proprietary data contained in a proposal document shall be withheld from public inspection.
- E. In the manner provided in the request for proposals, the city manager may negotiate with those responsible proposers whose proposals are determined by the city manager to be reasonably responsive to the request for proposals. Negotiations shall be used to clarify and ensure full understanding of the requirements of the request for proposals. The city manager may permit proposers to revise their proposals after submission and prior to award to obtain best and final offers. Proposers deemed eligible for negotiations shall be treated equally regarding any opportunity to discuss and revise proposals. In conducting negotiations or requesting revisions, the city shall not disclose any information derived from proposals of competing proposers.
- F. Award shall be made by written notice to the proposer whose final proposal is determined to be the most advantageous to the city. No criteria other than those set forth in the request for proposals, including all specifications and addenda, may be used in proposal evaluation.

(Ord. 809 (part), 1998).